

## **INTERGOVERNMENTAL AGREEMENT REGARDING WATER SUPPLY**

This intergovernmental agreement (IGA) is entered into by and among the following parties:

City of Bayport  
City of Cottage Grove  
City of Forest Lake  
City of Hugo  
City of Lake Elmo  
City of Mahtomedi  
City of Newport  
City of Oakdale  
City of Oak Park Heights  
City of Saint Paul Park  
City of Scandia  
City of Woodbury

each acting by and through its duly authorized officers. The parties to this IGA hereby agree as follows:

### **I. INTRODUCTION**

The parties agree that addressing the water supply needs of the Washington County Area (referred to in this agreement as the "Area") while at the same time protecting natural resources requires cooperation among all of the above named parties. A cooperative approach among all of the above named parties to both technical and institutional issues related to water quantity, water quality, and data gathering and management is necessary to ensure the long-term viability of the Area. The following parties to this Agreement are served by municipal water supplies or private water supply wells that access the same source water and will be referred to herein as the Communities:

- City of Bayport
- City of Cottage Grove
- City of Forest Lake
- City of Hugo
- City of Lake Elmo
- City Mahtomedi
- City of Newport
- City of Oakdale
- City of Oak Park Heights
- City of Saint Paul Park
- City of Scandia
- City of Woodbury

## **II. BACKGROUND**

In 2013, the Washington County Administrator's began discussing the anticipated challenges the communities may face in obtaining sufficient and potable water to supply their current needs and projected growth. The Washington County Municipal Water Coalition (WCMWC) was formed in 2014 to serve as a forum to discuss the issues facing the Communities. The WCMWC has served as a forum for sharing of information and discussion of each community's development of plans for supplying water while protecting surface water features.

## **III. PURPOSE**

The Washington County Municipal Water Coalition is a collaborative, voluntary organization created for the following purposes:

- Plan for reliable and safe water supplies to meet the needs of the Area for the long term through the actions of individual member entities.
- Planning and advocating the protection and wise stewardship of existing and potential sources of drinking water.
- Promote the voluntary coordination of individual and collective actions of the Communities in managing the sub-regional water supply for the Washington County area;
- Provide a forum for the study and discussion of water supply issues of mutual interest to participants, to coordinate the responses of participants to such issues; and for review and discussion of water resource-related issues before any final actions by individual participants.
- Acting in a consensus manner to the greatest degree possible so that the Communities can speak with one voice on matters on state and regional policy matters.
- Implementing sub-regional conservation programs collectively to provide a more economical service to our individual customers.
- Providing technical and educational support to individual members for their use in the provision of water supplies and programs at the sub-regional level.
- Building partnerships to explore options, implement mutually beneficial programs, and operate systems while retaining individual decision making authority and accountability to customers.
- Sharing information about water systems to better serve customers.

Therefore, purpose of this IGA is for the Communities to commit to work together toward the above purposes in the effort to retain a sufficient supply of water to the Communities while protecting natural resources in the Area. This IGA also seeks to clarify the roles of the Communities in meeting this need.

#### **IV. AUTHORITY**

Nothing in this Agreement shall be construed to modify, amend, or alter any statutory authority or right or legal obligations or responsibilities of the parties. In addition, each party's activities and obligations under this Agreement are expressly subject to the availability of appropriated or budgeted funds to the party. This IGA is only intended to facilitate cooperative implementation of statutory requirements and efforts.

#### **V. IMPLEMENTATION**

The Communities fully support the concepts of cooperation and coordination and are committed to developing efficient mechanisms to address the water supply needs of the Washington County area while protecting natural resources. To this end, the Communities will continue to utilize the WCMWC as a forum for discussion of sub-regional issues with meetings to be held as necessary. In addition the designated parties will continue the following work to address the management of the Area's ground and surface water resources.

##### **Administrative and Regulatory**

- Each of the communities will maintain a MDNR-approved water supply plan, developed in accord with Minnesota Statutes, section 103G.291, subdivision 3 and a Wellhead Protection Plan in accord with Minnesota Rule 4720, when required.
- Each Community will continue to evaluate opportunities for co-development of supplies including source sharing, regular and emergency interconnections and other opportunities.
- The Communities will evaluate source water alternatives including use of surface waters, inter-community sharing, reuse, and alternative aquifer use.
- The Communities with input from others will evaluate means and methods to manage stormwater to encourage groundwater recharge while protecting groundwater quality.

##### **Water Resource Information Collection and Sharing**

- The Communities will continue to collect information including water levels, water withdrawal rates, water use and pump tests. The information will be shared with the communities and others as needed. The information will also be submitted to the appropriate agency on a periodic basis.
- Each of the Communities will inform adjacent communities when a new water supply well is being planned including the proposed location and aquifer that is to be utilized.
- Each Community proposing new production wells or significant increases in authorized volumes will coordinate with adjacent local units of governments to minimize domestic well interferences.

- The Communities will share information about high capacity non- municipal wells that are being installed in the Area.

### **Water Conservation**

Minnesota Statutes Section 103G.291 subdivision 3(c) requires that public water suppliers serving more than 1,000 people must employ demand reduction measures prior to requesting approval to construct a water supply well or an increase in the authorized appropriation volume. In addition to these requirements, the Communities agree to work toward the following conservation goals and applicable measures.

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- Maintain or reduce both overall and residential per capita demand.
- Establish water efficient landscaping and practices on public lands and set an example in the community with water efficient practices in municipal uses.
- Provide customers with information on the benefits of conservation and how they can reduce water use. Start education efforts related to lawn watering before the season begins and continue throughout the irrigation season.
- Work with businesses and industry to lower water use and increase re-use where possible.
- Consider ordinances to encourage improvements in water use efficiencies and reduce peak demands to the maximum extent possible. Potential ordinances include, without limitation:
  - time of day lawn watering restrictions,
  - limiting lawn watering to a certain number of days per week, requiring use of drought tolerant turf and landscaping,
  - requirements for soil restoration before establishing new lawns, including adding 4" or more of top soil and deep tilling of compacted soils following construction
  - prohibiting irrigation of landscape strips that are less than eight feet wide,
  - prohibiting water waste or runoff from irrigation systems, and
  - establishing a minimum number of trees based on lot size.
- Consider establishing limits on the percent of total open space lot area that can be developed with water intensive landscaping or turf.

**VI. MODIFICATION; TERMINATION AND EXPIRATION**

This Agreement shall become effective upon execution by all parties and shall remain effective until terminated. This Agreement may be amended upon the mutual agreement of all of the parties, and only by a written amendment executed by duly authorized representative of all the parties. Any of the parties may terminate its participation in this Agreement, by a written notification to the other parties specifying the termination date and issued by the terminating party not less than 30 calendar days before the specified termination date. This Agreement may also be terminated by the mutual agreement of all the entities that remain parties to the Agreement at the time of the termination. Unless earlier terminated as provided above, this Agreement shall terminate 10 years after its effective date. The effective date of the Agreement is the date on which the Agreement has been fully executed by all of the parties.

_____ Mayor, City of _____	_____ Date	_____ City Manager (or Administrator) City of _____	_____ Date
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