

## JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into this 13<sup>th</sup> day of Nov, 2015, by and between the **City of Dayton**, a Minnesota municipal corporation, 12260 South Diamond Lake Road, Dayton, Minnesota 55327 (hereinafter the "Dayton") and **City of Rogers**, a Minnesota municipal corporation, 22350 South Diamond Lake Road, Rogers, Minnesota 55374 (hereinafter "Rogers"; Dayton and Rogers sometimes individually "City" and collectively "Cities").

WHEREAS, the Rogers and Dayton share a common boundary with closely aligned roads and shared utility services which benefit both Cities; and

WHEREAS, both Cities desire to continue to cooperate and coordinate the planning and development and provision of infrastructure, including utility service; and

WHEREAS, the Cities are empowered to enter into a Joint Powers Agreement pursuant to Minn. Stat. §471.59 to carry out municipal powers possessed by each, including infrastructure and roadway planning and implementation; and

WHEREAS, the purpose of this Agreement is to provide for cooperation in the planning, location, use and funding of public infrastructure within each City in a manner that is efficient and promotes the orderly development of areas in each City near their joint boundary.

NOW, THEREFORE, it is hereby agreed by and between the Cities as follows:

1. Incorporation. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
2. Utility Service. Rogers will provide permanent municipal water and temporary sewer service to area shown on the attached Exhibit A ("Dayton Utility Service Area") pursuant to Utility Service Agreement attached hereto as Exhibit B.
3. Development South of County State Aid Highway 81 (hereinafter "CSAH 81"). The area shown on Exhibit C and marked as "South CSAH 81 Service Area" shall be the subject of discussion between the parties for inclusion in Dayton's utility plan for Southwest Dayton to determine if service can be provided to the Area, and if so to negotiate with respect to the terms of any service to be provided.
4. Rogers Drive/Brockton Lane Intersection.
  - a. Hennepin County has identified the intersection of Rogers Drive and Brockton Lane as one that should be constructed to a four lane section (hereinafter "Intersection Improvement"), as shown on the attached Exhibit D (hereinafter "Intersection Plans"), a portion of which is already built by Rogers. Rogers will be the responsible contracting/lead agency in the final design, bidding and construction of the Intersection Improvements pursuant to the Intersection Plans. A preliminary design of the full intersection has been done and is shown on the

attached Exhibit E. Rogers will work with Dayton and the developer within Dayton of the French Lake Development, Liberty, to arrive at the most efficient cost-effective design that meets the County's requirements. Upon approval of the plans by all parties, the work will be bid and construction started as soon as reasonably possible. The existing portion that was completed in 2015 is estimated to cost between \$900,000.00 and \$1,000,000.00. The new improvements are estimated between \$900,000.00 and \$1,200,000.00. This brings the full intersection costs to an estimated cost of \$1,800,000.00 to \$2,200,000.00. ~~Dayton and Rogers will each be responsible for 50% of the actual costs even if it exceeds the estimates that are noted. Dayton will be responsible for 50% of the~~ Intersection Improvement costs upon receiving full documentation and support demonstrating actual costs incurred, which based off these estimates would be \$900,000.00 to \$1,100,000.00. Rogers shall not enter into a contract for or commence construction of the Intersection Improvements, if Dayton is going to be a cost participant, until such time as Dayton has entered into an agreement with the developer of the French Lake Development ("French Lake Development Agreement") obligating and providing assurance, satisfactory to Dayton, that the Developer will pay Dayton's share of Intersection Improvements. ~~After the~~ Intersection Improvements are constructed, Dayton shall reimburse Rogers within 30 days of billing for 50% of the Intersection Improvement costs and Rogers shall provide to Dayton copies of all payment requests and such other supporting documentation as Dayton requests. Rogers is willing to consider accepting payment of 1/3 of the Dayton shared costs within 30-days of billing and also assess Liberty Property Trust's two parcels in Rogers for the balance of the billing.

- b. Any future improvements beyond the Intersection Improvements as depicted on the Intersection Plans, including, but not limited to, the addition of a second north-bound left lane (hereinafter "Left Turn Lane") shall be the sole responsibility of Rogers for design and construction.

5. *This Section intentionally left blank.*

6. Brockton Lane Four Lane from Rogers Drive to CSAH 81. SRF is preparing a study with respect to a potential roadway improvement to Brockton Lane to expand it to four lanes from Rogers Drive to CSAH 81(hereinafter the "Study"). Once the Study has been prepared and provided to Dayton, Dayton shall pay 1/3 of the cost of the Study, provided that Rogers pays 1/3 and Hennepin County pays 1/3.

- a. Once received the parties shall review the Study and engage in discussions concerning potential implementation of the Study recommendations.

7. 124 Avenue. Dayton may wish to vacate 124<sup>th</sup> Avenue at a future date and if it elects to do so, Rogers will agree to vacate its portion as well. The City of Rogers will maintain an access to the existing public facility (lift station) currently existing. Any improvements to the County Road for facilitating an access would be the responsibility of the benefited property owner.
8. Brockton/CSAH 81/13 Intersection. Dayton and Rogers intend to improve the Brockton, CSAH 81 and Highway 13 intersection (hereinafter "CSAH 81 Intersection

Improvements”) as shown on attached Exhibit F (hereinafter “CSAH 81 Plans”). Rogers will be the lead agency in bidding and constructing the CSAH 81 Intersection Improvements pursuant to the CSAH 81 Plans and will build and complete the CSAH 81 Intersection in accordance with CSAH Plans. Rogers and its developers have committed \$2,800,000.00 toward these intersection improvements, Hennepin County has committed \$800,000.00. Rogers will expend the first \$2,000,000.00 in construction and project development costs including engineering and right-of-way, exclusive of the City of Rogers Cooperative Construction Agreement with Hennepin County in the amount of \$800,000.00, for right-of-way acquisition only. After the project costs have exceeded \$2,000,000.00, Rogers and Dayton agree to provide up to \$800,000.00 each, for a total of \$1,600,000.00 toward the project costs expensed as an equal (50/50) share. Provided, however, in no event will Dayton be obligated to pay more than \$800,000.00. The CSAH 81 Intersection Improvements are proposed to be constructed in 2016; if Dayton is to be a cost participant Rogers shall not enter into a contract or commence construction of the CSAH 81 Intersection Improvements until such time that Dayton has entered into the French Lake Development Agreement, to the Satisfaction of Dayton, assuring and obligating that the Developer will pay Dayton’s share, if any, of the CSAH 81 Intersection Improvements. In the event of a request for payment is made to Dayton, the request shall be accompanied by the payment applications showing project costs in excess of \$2,000,000.00 and such other documentation as requested by Dayton. Dayton shall have 30 days to review and process said payment requests from the receipt of the final documentation and shall be responsible for only actual construction costs that have been incurred and paid by Rogers. No billing will be made to Dayton unless Rogers has expended the necessary dollars as noted above on construction costs. Dayton will participate fully in discussions with property owners within Dayton regarding project development and acquisition as it relates to the improvements described herein.

9. Joint Property. The parties do not expect that there will be property of any kind or description that will result from the cooperative actions contemplated by this Agreement, nor any joint funds. Consequently, there will be no property or funds to be distributed upon termination or expiration of this Agreement.
10. Brockton Interchange. Rogers supports the Brockton Interchange with I-94 (“Brockton Interchange Project”) as shown on attached Exhibit G) and the City of Dayton’s application for the 2015 Minnesota Transportation Economic Development Pilot Project grant (“TED”). Rogers will contribute a maximum of \$1,500,000 toward the Local Match for the Brockton Interchange Project to either Dayton or the appropriate funding agency (“Rogers Local Match”). Funds shall be paid by Rogers within 30 days of completion of the First Phase of Brockton Interchange Project. Dayton shall proceed with the Brockton Interchange Project only in the event it receives \$10,000,000 in Federal or State grants after the date of this Agreement. Rogers will be obligated to

contribute the Rogers Local Match only after Dayton has contributed funds towards the Brockton Interchange Project ("Dayton Brockton Contribution"). The Rogers Local Match shall be one-half (1/2) of the actual Dayton Brockton Contribution provided with a maximum Rogers Local Match of \$1,500,000. The Rogers and/or Dayton Brockton Contribution shall be made by any combination of in kind expenditure directly related to design or construction of the Brockton Interchange Project, including without limitation, the value of contributed real estate, engineering or design services, in addition to cash, regardless of the source as allowed by any Grant(s) received to meet Rogers/Dayton's local match.

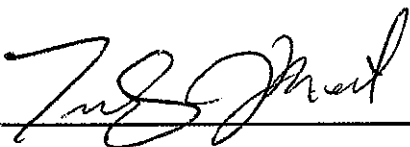
11. Liability. To the full extent permitted by law, the Agreement is intended to be and shall be construed as a "cooperative activity" under Minn. Stat. §471.59 and neither City is liable for the acts or omissions of the other City. Neither City shall be responsible for injuries or death of the other party's personnel. Each City will maintain worker's compensation coverage to the extent required by law on its personnel who perform work pursuant to this Agreement. Dayton and Rogers shall maintain their own comprehensive liability insurance policy or program in at least the amounts specified as to the extent of liability under Minn. Stat. § 466.04.

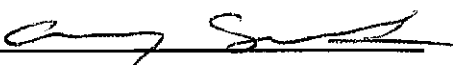
12. Miscellaneous.

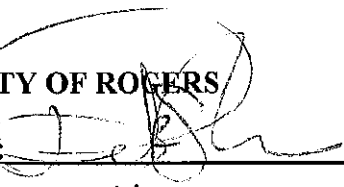
- a. Binding Effect. All of the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the Cities and their respective permitted successors and assigns.
- b. Governing Law. This Agreement shall in all respects be governed by and interpreted under the laws of the State of Minnesota.
- c. Time is of the Essence. Time is of the essence in the Agreement and performance of the terms and obligations herein.

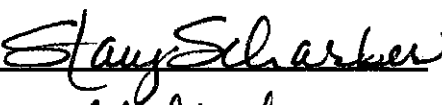
IN WITNESS WHEREOF, the Cities have subscribed their names as of the day and year first above written.

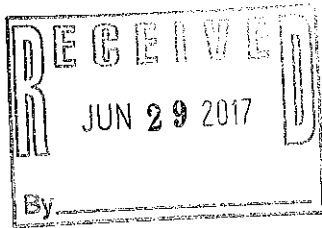
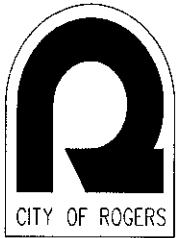
**CITY OF DAYTON**

By:   
Its: Mayor

By:   
Its: Deputy Clerk

**CITY OF ROGERS**  
By:   
Its: Mayor

By:   
Its: City Clerk



DATE	INVOICE NO
6/28/2017	0033359

BILL TO
City of Dayton 12260 So Diamond Lk Rd Dayton, MN 55327

						DUE DATE
						7/28/2017
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE

PREVIOUS ACCOUNT BALANCE 0.00

Rogers Drive Intersection Expansion/Dayton Joint Powers Agreement (Liberty):

Rogers Drive Intersection	1.00	798,200.00	798,200.00	0.00	0.00	798,200.00
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<b>INVOICE TOTAL:</b>			<b>798,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>798,200.00</b>
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PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (763) 428-2253

Customer Name: City of Dayton  
Customer No: 001120  
Account No: 0001199 - AR account for 1120

DUE DATE	INVOICE NO
7/28/2017	0033359

Please remit payment by the due date to:

City of Rogers  
22350 S Diamond Lake Road  
Rogers, MN 55374

Invoice Total:	798,200.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	798,200.00

<b>INVOICE BALANCE:</b>	<b>\$798,200.00</b>
<b>AMOUNT PAID:</b>	<b>_____</b>



## Memorandum

**To:** Lisa Herbert, Finance Director, City of Rogers

**From:** Bret Weiss, PE, City Engineer, WSB & Associates  
Jenn Edison, PE, Project Manager, WSB & Associates

**Date:** 6/26/17

**Re:** Rogers Drive/CSAH 13 Partial Project Cost Payment  
WSB Project No. 3193-08

The Rogers Drive/Brockton Lane (CSAH 13) Intersection Improvements Project is near completion and the contractor has some remaining punch list items to complete prior to final acceptance. The current project costs are noted as follows:

Current Project Costs Brockton/Rogers Drive	
Design	\$69,497
Construction Management	\$91,100
Permits	\$10,929
Publications	\$910
Construction	\$625,763
<b>Total Project Costs</b>	<b>\$798,198</b>

Current project costs are **\$798,200** and are to be 100% funded through developer (Liberty) funds per the Developers Agreement for West French Lake Industrial Park. Staff is still working to resolve other possible costs that have been submitted by the developers engineer for consideration to be included in the total project costs for the intersection improvements. These items were completed as part of the West French Lake Industrial Park and are related to grading and stormwater management.

In 2014, the first phase of the Rogers Drive/CSAH 13 (Brockton Lane) intersection expansion was constructed for the Fedex Development. The improvements for the first phase of the intersection expansion was fully funded through developer funds as per the Developers Agreement with Scannell Properties. The total project costs for these improvements was **\$933,521**.

We will continue to evaluate the requests by the developer and determine what the final project cost will be. In accordance with the agreement, the two project costs will be added together and divided by two for the final number to be paid by the City of Dayton. At this point, it appears that Rogers will have paid more and there will be some amount of restitution from the City of Dayton to square up the two projects for an equal financial investment.

We would recommend that you invoice the City of Dayton for \$798,200 at this time.

Please contact us with any questions or concerns at 763-541-4800.

**CONTRACT FOR WATER SERVICE BETWEEN  
THE CITY OF MAPLE GROVE MINNESOTA AND THE CITY OF DAYTON MINNESOTA**

This contract made and entered in this 8th day of August 2006 by and between the City of Maple Grove, a Municipal Corporation located in Hennepin County, Minnesota hereafter called "Maple Grove" and the City of Dayton, a Municipal Corporation located in Hennepin County, Minnesota hereafter called "Dayton".

Witness:

That the said parties, in consideration of the mutual covenants and agreements herein after set forth, have agreed to and with each other as follows:

**1. Term of Contract**

This contract shall be for the term of thirty (30) years from the date of execution hereof unless terminated earlier as hereinafter provided. The contract may be cancelled pursuant to notice provided in Section 10 or may be cancelled by either party if laws are enacted by the State of Minnesota or the United States of America which substantially and adversely affect rights, duties, or obligations of either party under this contract. In the event the City of Dayton wants to terminate this contract, the contract shall be terminated provided Dayton reimburses costs incurred by Maple Grove to serve Dayton. It is expressly understood that this contract may be extended by the written consent of both parties.

**2. Water Service**

- A. Maple Grove agrees to furnish and deliver water from the Maple Grove water works system to the southwest portion of Dayton as shown on Exhibit "A" in sufficient quantity to meet an average day demand not to exceed 2.8 Million Gallons per Day (MGD) and a maximum day demand of 5.0 MGD.
- B. Maple Grove will furnish water to the City of Dayton at mutually agreed Connection Points (hereinafter Connection Points) at a minimum pressure as determined by elevation 1066 National Geodetic Vertical Datum of 1929.
- C. The water furnished by Maple Grove shall be the same treated water supplied by Maple Grove to Maple Grove residents.
- D. Dayton agrees that the use of water from the supply furnished by Maple Grove shall be at all times be governed by the applicable rules, regulations and conditions Maple Grove has now in effect or hereafter adopts for the preservation, regulation and protection of its water supply, and Dayton agrees to adopt the rules, regulations or requirements of Maple Grove now or hereafter adopted in connection with use of water in Maple Grove and to enact and enforce such rules, regulations and requirements as Dayton ordinances within one hundred and eighty (180) days after the execution of this contract and to enact any amendments to the regulations hereafter adopted by the City of Maple Grove within sixty (60) days after being notified of such adoption and to adopt the same penalties as those of Maple Grove for the violation thereof and to strictly enforce such rules, regulations and requirements. This section shall be, however, limited to water usage and related matter and does not give Maple Grove the right to prescribe rules for administration and billing for the Dayton water system.

### 3. Water System Facilities

- A. Maple Grove shall own and operate all facilities necessary to the supply, production, storage and transmission of water to the Connection Points, [but not including the master meter or master meters and backflow devices.]
- B. Dayton shall own and operate all facilities necessary for the metering, transmission, and distribution of water from the Connection Points to the points of delivery of water in Dayton. All such facilities shall conform to the Minnesota State Health Department requirements. Dayton shall maintain at no expense to Maple Grove its entire Dayton water system from point or points of delivery.
- C. Dayton shall keep accurate records of watermain construction and number of connections by category and such records shall be subject to inspection and auditing by Maple Grove.
- D. The Connection Points on Maple Grove's facilities shall be made by Maple Grove, but all expense shall be paid by Dayton within thirty (30) days of billing by Maple Grove. The water consumed by Dayton shall be measured by a master meter or meters furnished and maintained by Dayton at its own cost and expense at such reasonable locations to be designated by Maple Grove. Such meters shall be of a make and setting, and shall be installed and housed in a manner approved by Maple Grove. Such meters shall be subject to testing by Maple Grove at any reasonable time.
- E. Backflow prevention devices shall be installed at the Connection Points to assure no backflow or flow through of water through the Dayton system into the Maple Grove system. Dayton shall install and maintain at no expense to Maple Grove said backflow devices.

### 4. Connection Charge

The City of Dayton shall pay a connection charge based on the current charge then in effect at time of payment to Maple Grove properties for each connection made to the system served with water from Maple Grove based on the following residential connection charges for various types of property

<u>Land Use Type</u>	<u>Residential Equivalent Unit</u>	<u>2006 Rate</u>
Low Density	1.0/unit	\$1,700/unit
Medium and High Density with laundry facilities in each unit.		
Medium and High Density without Plumbing included for laundry facilities in each unit	.8/unit	\$1,360/unit
Commercial	4.0/acre	\$6,800/ac
Industrial	4.0/acre	\$6,800/ac
Mixed	4.0/acre	\$6,800/ac
Parks	0.5acre	\$850/ac
Institutional	4.0/acre	\$6,800/ac

connect to Maple Grove's water supply is shown in the following table:

	<u>Number of Acres</u>	<u>Number of R.E.U.'s</u>
Residential (Low, Medium, High)	2800	8800
Commercial/Industrial	800	3200
Institutional	N/A	N/A
Parks	400	200
Mixed Use	-	-
<b>Total</b>	<b>4,000</b>	<b>12,200</b>

The City of Dayton agrees to pay Maple Grove three hundred fifty thousand dollars (\$350,000) within sixty (60) days of execution of this agreement, and \$350,000 when Dayton connects to Maple Grove's water supply, which amount will allow 102.94 acres, or 411.76 R.E.U.'s to connect to Maple Grove's system provided said payments are received by end of 2006. Thereafter Dayton shall pay Maple Grove for each R.E.U. or acre that connects to the system served from Maple Grove at the then current connection charge rate for Maple Grove properties and transmit payment to Maple Grove within 45 days of permit for connection.

5. **Connections Beyond Corporate Limits of Dayton**

Water extensions beyond the Corporate Dayton limits of the City of Dayton and shall be made only with the permission of Maple Grove.

6. **Rates**

Initial water rate for water sold by Maple Grove to Dayton under this agreement shall be \$1.30 per 1000 gallons. In the future, the water rate shall be increased by the same percentage of increase for water to Maple Grove residents. Maple Grove's current water rates to Maple Grove residents is \$.90 per 1000 gallons and \$13.20 annually resulting in a current effective water rate of approximately \$1.04 per 1000 gallons based on 100,000 gallons per Residential Equivalent Unit (REU) per year.

7. **Meter Reading and Billing**

Monthly readings of the master meter or meters at the Connection Points of delivery to Dayton shall be made by Maple Grove. Billings by Maple Grove shall be mailed to Dayton and payment on such bills shall be made by Dayton to Maple Grove within 30 days.

8. **Department of Health Connection Fee**

The City of Dayton shall be responsible for collecting and transmitting the state mandated water connection fee (current rate is \$5.21/year) to the Minnesota Department of Health for connections made to the Dayton Water Distribution System.

9. **Liability of Maple Grove -**

Maple Grove shall not be liable for interruptions in service; provided, however, that Maple Grove shall not discriminate against Dayton water users in the event of such interruption, and shall reasonably attempt to provide uniform service to all water system users, to the extent possible in the event of such interruption.

10. **Default**

Either party shall have the right to terminate this agreement and the water service provided herein in the event that the other party fails to comply with any of the terms and conditions of this agreement. Any termination shall not take effect unless written notice of termination is provided containing a description the default. The defaulting party shall have thirty (30) days to cure the default. If the default is cured, this agreement shall be reinstated. If it is not cured within the time provided for cure, this agreement and the obligations here under shall terminate. However, such service may be

terminated only after reasonable notice to Dayton, and Dayton shall have a reasonable opportunity to correct any condition which is cited by Maple Grove as a cause for termination of water service.

**11. Indemnification**

Dayton agrees to indemnify and save Maple Grove harmless in accordance with acceptable standards from any and all claims or demands for damages rising out of or which may result from the water supplied pursuant to this agreement and from the use, installation, and maintenance and repair of its facilities as set forth in the contract.

**12. Non-Waiver**

The non-enforcement by either party hereunder of a right provided by this Agreement shall not constitute a waiver of that party's rights to enforce the term or provision of the Contract at a later date.

**13. Effective Date of Agreement**

Effective date of this agreement shall be the date of execution thereof of both parties.

\_\_\_\_\_  
Date

October 3, 2006  
Date

**CITY OF MAPLE GROVE**

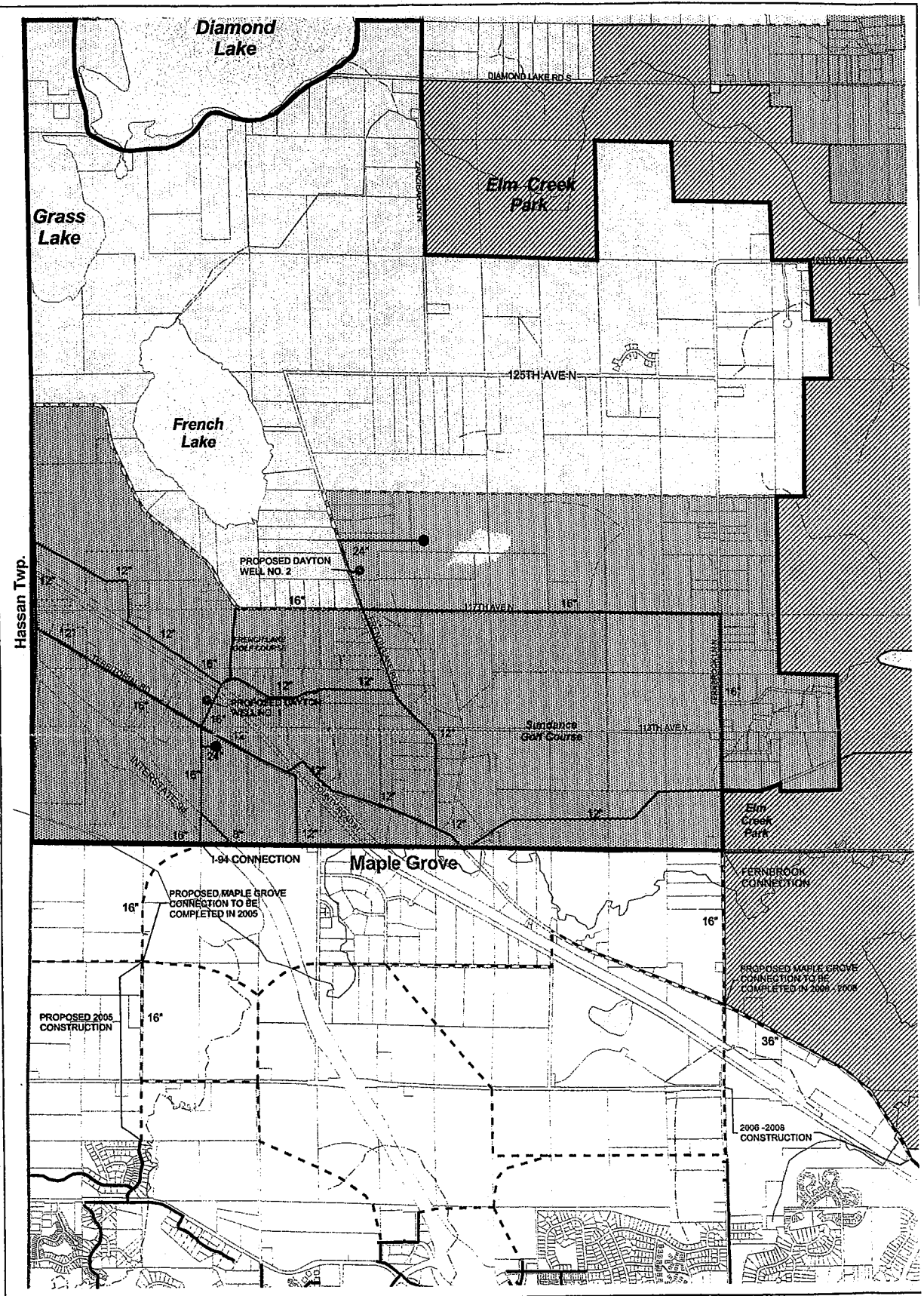
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CITY OF DAYTON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



- Proposed Well
- Proposed Storage Tank
- Trunk Water Mains
  - Proposed SW Dayton
  - - - Proposed Maple Grove
  - Maple Grove Trunk
  - City Boundary
- 2001 Phasing
  - 2000 - 2010
  - 2010 - 2020
  - 2020+
- 2020 MUSA
- Water Service Area

# **SW Dayton Trunk Water/ Maple Grove Connection Distribution Plan**

Water Supply Investigation

1000 0 1000  
Feet



May 2005

**Bonestroo  
Rosene  
Anderlik  
Associates**  
Engineers & Architects

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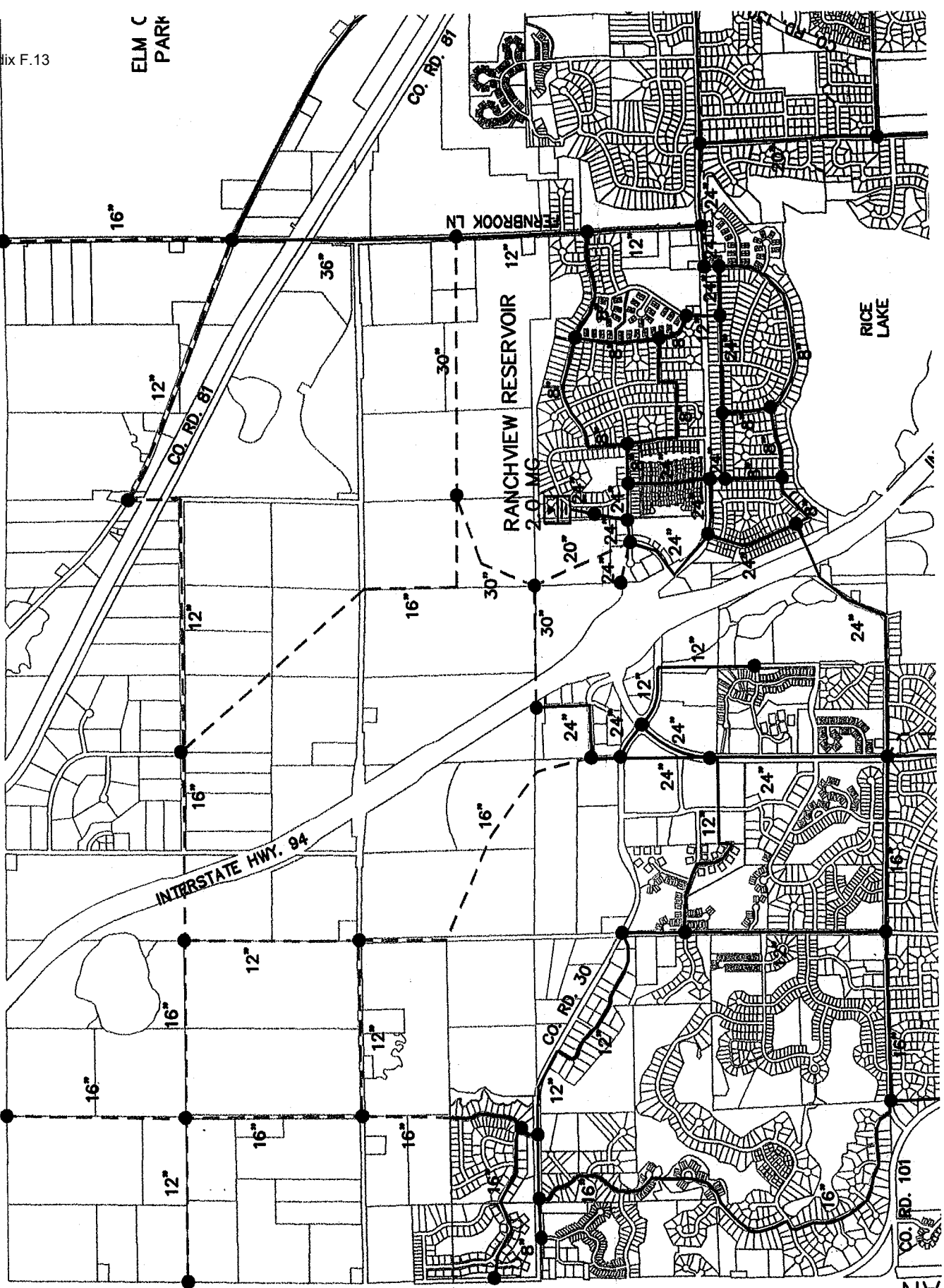
POTENTIAL  
DAYTON  
CONNECTION

DAYTON

POTENTIAL  
DAYTON  
CONNECTION

POTENTIAL  
CORCORAN  
CONNECTION

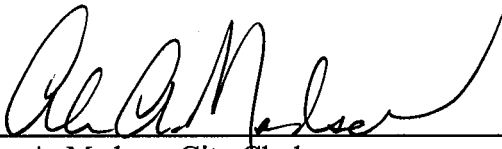
POTENTIAL  
CORCORAN  
CONNECTION



STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) SS.  
CITY OF MAPLE GROVE

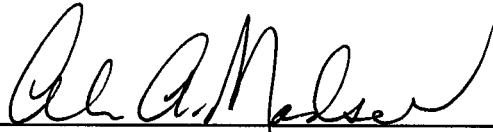
I, the undersigned, being the duly qualified City Clerk of the City of Maple Grove, Hennepin County, Minnesota, hereby certify that I have carefully compared the attached Resolution with the original thereof on file and of record in my office, and the same is a full, true and correct copy of City Council Resolution No. 06-096 as adopted on the 15th day of May, 2006.

WITNESS, my hand and seal this 16th day of May, 2006.

  
\_\_\_\_\_  
Alan A. Madsen, City Clerk

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) SS.  
CITY OF MAPLE GROVE)

I, the undersigned, being the duly qualified and acting Clerk of the City of Maple Grove, Hennepin County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution No. 06-096 is a true and correct copy of the Resolution as adopted by the City Council on the 15th day of May, 2006.

  
\_\_\_\_\_  
Alan A. Madsen, City Clerk

RESOLUTION NO. 06-096

RESOLUTION APPROVING CONTRACT FOR WATER SERVICE BETWEEN THE CITY OF MAPLE GROVE, MINNESOTA AND THE CITY OF DAYTON, MINNESOTA

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WHEREAS, a request has been submitted to have the City of Maple Grove supply the City of Dayton with water for both domestic and fire flow purposes; and

WHEREAS, Maple Grove's water system is designed to accommodate the requested amount of water needed by the City of Dayton; and

WHEREAS, a contract has been drafted for approval and execution by Dayton and Maple Grove City officials, which sets forth provisions of the sale of water to the City of Dayton; and

WHEREAS, the Maple Grove City Council concurs with the provisions of said contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maple Grove, Minnesota:

1. The contract for water service between the City of Maple Grove, Minnesota and the City of Dayton, Minnesota is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute said contract.

Adopted by the City Council on this 15th day of May, 2006.

The motion for the adoption of the foregoing resolution was made by Councilmember Jaeger, seconded by Councilmember Sargent, and upon vote being duly taken thereon, the following voted in favor thereof: Mayor Steffenson, Councilmembers Campbell, Jaeger, Koski and Sargent

and the following voted against the same: None.

and the following were absent: None.

whereupon said resolution was declared duly passed and adopted.



8899 Nashua Avenue N.E.  
Elk River, MN 55330

(612) 441-4414  
Fax: (612) 441-8823

April 27, 1999

Sandra Borders, City Clerk  
City of Dayton  
12260 South Diamond Lake Road  
Dayton, Minnesota, 55327

**RE: SIGNED SEWER USE AGREEMENT  
CITY OF OTSEGO AND CITY OF DAYTON**

Dear Sandy:

Enclosed is a signed original of the above agreement for your file. Thank you for your help with this agreement and we at Otsego look forward to continued joint endeavors with the City of Dayton.

Sincerely,

CITY OF OTSEGO

A handwritten signature in cursive script that reads "Elaine Beatty".

Elaine Beatty,  
City Clerk/Zoning Administrator

eb

enclosure (1)

## AGREEMENT

### CITY OF DAYTON AND CITY OF CHAMPLIN

THIS AGREEMENT is made and entered into between the City of Dayton, a Minnesota municipal corporation (hereinafter referred to as "Dayton") and the City of Champlin, a Minnesota municipal corporation (hereinafter referred to as "Champlin")

#### RECITALS:

WHEREAS, Champlin owns and operates a municipal water system in the northwest corner of Champlin adjacent to the northeast corner of Dayton; and

WHEREAS, Dayton owns and operates a municipal water system in the northeast corner of Dayton adjacent to the northwest corner of Champlin; and

WHEREAS; an inter-community water main connection exist along French Lake Road at the border of the two communities; and

WHEREAS, the Dayton water system has approximately 66 connections in the northeastern portion of the City; and

WHEREAS, winter operations of a water tower with low demand is difficult; and

WHEREAS, Champlin has capacity and a water distribution system adequate to provide service to the northeast area of Dayton during the winter months.

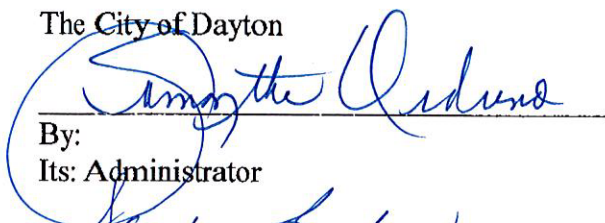
NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Champlin shall provide water for the Dayton water customers during the winter months of December 2008 through approximately April 1, 2009, exact dates to be determined upon interconnection of the systems.
2. Dayton shall perform meter readings of their water customers just prior to Champlin supplying water to Dayton.
3. Dayton shall perform meter readings of their water customers immediately after Champlin ceases to supply water to Dayton.
4. Dayton shall complete all billing and administrative tasks for their water customers during the time when Champlin is supplying water to Dayton.

5. Dayton shall maintain its water distribution system during the time period that Champlin is supplying water to Dayton.
6. Watermain breaks, Fire suppression, or other unaccounted uses of water shall be reported to Champlin and a volume of usage determined.
7. Dayton shall pay Champlin \$2.12 / 1,000 gallons of water supplied as determined from the meter readings or billings.

IN WITNESS, WHEREOF, the parties have agreed to the foregoing terms.

The City of Dayton


By:   
Its: Administrator

Dated: 12/11/08

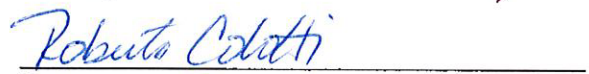
Its: City Clerk

Dated: 12/9/08

The City of Champlin

By:   
Its: Mayor

Dated: 11/12/09

By:   
Its: City Clerk

Dated: 11/12/09

JOINT POWERS AGREEMENT

WHEREAS, the City of Rogers (hereinafter "Rogers") and the City of Dayton (hereinafter "Dayton") are municipal corporations under the laws of Minnesota; and

WHEREAS, Rogers has a public sewer system which is capable of providing service to property within Dayton; and

WHEREAS, Dayton has certain properties with failing on-site septic systems primarily built in the 1970's, in the area shown on Exhibit A; where it is impractical or impossible to replace the systems with another on-site system; and

WHEREAS, both the cities of Dayton and Rogers are interested and concerned about the environment, and the extension of public sewer to the area will have both the short and long-term effect of enhancing the lake quality of Diamond Lake; and

WHEREAS, Rogers is willing under the terms of this agreement to make its public sewer available to the limited amount of property in Dayton where said septic systems are failing; and

WHEREAS, both Dayton and Rogers have the power to provide sewer service to private property, and therefore, can exercise the power jointly under Minn. Stat. §471.59;

NOW, THEREFORE, IT IS HEREBY AGREED upon this 23rd day of July, 1996, pursuant to Minn. Stat. §471.59, between Rogers and Dayton as follows:

1. Purpose. The purpose of this agreement is for Rogers to provide public sewer service to a limited number of properties within the City of Dayton under the terms of this agreement.

2. Permission to Connect. Buyer will permit up to 50 single-family residential dwelling connections to its sewer system within the Service Area shown on Exhibit A (hereinafter the Service Area). Within the Service Area the properties that will connect will be determined by Dayton, with priority given to properties with failed systems. Dayton does not need to allocate all 50 connections upon construction, but may reserve some of potential connections for future use. This prohibition on connection shall continue until such time as the sewage from the Service Area no longer flows to Rogers.

3. Construction. Dayton shall be responsible for construction of all necessary pipes, leads, valves and other appurtenances to allow the Service Area to connect with the Rogers' sewer system near Mallard Drive and County Road 144. Dayton shall be responsible for all such construction cost and may assess or otherwise charge properties as deemed appropriate by Dayton. All construction shall be done to specifications consistent with the applicable standards and regulations, including any applicable Rogers' construction standards. Rogers shall review and approve construction plans before the commencement of construction and may, to the extent desired, monitor actual construction to assure compliance with applicable Rogers' standards.

4. Charges for Service. For the sewer service provided, Dayton shall pay Rogers a connection fee of \$1,950.00 for each connection, at the time a connection to the sewer system is made. The connection charge consists of \$1,000.00 sewer access charge, \$800.00 trunk area charge, and \$150.00 water meter purchase charge. The \$1,950.00 connection fee, is the initial connection fee, and may be changed by the City of Rogers consistent with Paragraph 5 below. After connection, Dayton shall pay for ongoing sewer service at the same rate as Rogers charges its residents. The payment shall be made by Dayton on a quarterly basis. The payment made by Dayton shall be accompanied by a Water Use Report or estimate; provide, however, that at least once per year each meter shall be read for actual usage.

5. Regulations, Prohibitions and Rates. Property owners in Dayton using the sewer system shall be subject to the same rates, charges, fees and regulations, limitations, prohibitions and restrictions applicable to users in Rogers, existing now or hereinafter adopted by Rogers, including, but not limited to, connection charges, hook-up fees, periodic charges for service, limitations on the type of sewage which may be discharged and limitations and prohibitions on discharge of storm water or groundwater runoff, including specifically prohibition or restrictions on storm water or ground water inflow or infiltration into the sewer system. Before any rate, charge, fee, regulation, limitation, restriction or prohibition is effective against property in Dayton, Rogers shall give at least four (4) months notice to Dayton of the proposed change, so that Dayton will have an opportunity to appropriately amend its Ordinances and Regulations. If Dayton fails to amend its Ordinances and Regulations to conform to the prohibitions, regulations, limitations and restrictions Rogers imposes on its users within the boundaries of Rogers, Rogers may, after first giving Dayton 60 days written notice of needed changes, and Dayton's failure to make such changes, elect to terminate this Agreement. Dayton shall afford Rogers the right, during reasonable business hours, to read the meters in the lift station in Dayton.

6. Maintenance. Rogers agrees to maintain the public sanitary sewer system and the forcemain within the corporate boundaries of the City of Rogers. The City of Dayton shall maintain the sanitary sewer system and forcemain within the corporate boundaries of the City of Dayton and the Township of Hassen.

7. Rogers' Assistance. Rogers will assist Dayton by answering questions and providing information concerning maintenance, billing and other common areas of concern between the cities.

8. Dayton Ordinance. Rogers shall be provided with the opportunity to review and comment on any proposed ordinances adopted by Dayton which regulate the sanitary sewer system, its use or charges therefor. The adoption of necessary ordinances regulating use shall be done prior to the commencement of service to Dayton.

9. Arbitration. All disputes between the parties shall be resolved by arbitration pursuant to Minn. Stat. Chpt. 572. Arbitrators shall be appointed through application to the Hennepin County District Court.

10. Contingencies. This agreement is contingent upon all necessary approvals by the Minnesota Pollution Control Agency and the Metropolitan Council for the sewer service described herein.

11. Term of Agreement. This Agreement shall remain in full force and effect until the Service Area can be served by a sewer system operated by Dayton.

IN WITNESS WHEREOF, the undersigned, as of the date set forth above, being fully authorized, on behalf of the Cities of Rogers and Dayton, agree to the terms set forth above.

CITY OF ROGERS

By: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
City Clerk

CITY OF DAYTON

By: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
City Clerk