Local Water Management Plan
October 2018

Prepared for:

City of Dayton, MN

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City of Dayton, Minnesota

Local Water Management Plan

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Acronyms and Useful Terms

AIS	Aquatic Invasive Species
BMP	Best Management Practice
BWSR	Board of Water and Soil Resources
Chl-*a*	Chlorophyll-*a*
CIP	Capital Improvement Program
DWSMA	Drinking Water Supply Management Area
ECWMC	Elm Creek Watershed Management Commission
EWR	MDNR's Ecological and Water Resources Division
EPA	United States Environmental Protection Agency
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
ISTS	Individual Sewage Treatment Systems
JPA	Joint Powers Agreement
LGU	Local Government Unit
LWMP	Local Water Management Plan
MDH	Minnesota Department of Health
µg/L	Micrograms per liter
mg/L	Milligrams per liter
MDNR	Minnesota Department of Natural Resources
MIDS	Minimal Impact Design Standards
MOU	Memorandum of Understanding
MPCA	Minnesota Pollution Control Agency
MS4	Municipal Separate Storm Sewer System
NFIP	National Flood Insurance Program
NPDES	National Pollutant Discharge Elimination System
SD	Secchi depth
SWPPP	Storm Water Pollution Prevention Program
TEP	Technical Evaluation Panel
TMDL	Total Maximum Daily Load
TP	Total phosphorus
UMRB	Upper Mississippi River Basin
WCA	Wetland Conservation Act
WHPA	Wellhead Protection Area
WHPP	Wellhead Protection Plan
WMC	Watershed Management Commission
WRAPS	Watershed Restoration and Protection Strategies

Executive Summary

The City of Dayton, Minnesota is located in northern Hennepin County (Figure ES.1). The City is approximately 25 square miles and is bordered by the Crow and Mississippi Rivers to the north, Champlin to the east, Maple Grove to the south, and Rogers to the west. The City lies completely within the jurisdiction of Elm Creek Watershed Management Commission.

This Local Water Management Plan (LWMP) was prepared in conformance with Minnesota Statutes 103B.235 and Minnesota Rules 8410. This plan is intended to provide the City of Dayton with information and direction in the administration and implementation of water resource management activities within the City during the period 2018- 2027. It serves as a guide to projects, provides for effective allocation of resources, and sets forth a funding plan for projects and programs over the next 5 to 10 years.

Issues

A number of water resources-related issues were identified in this planning process. These include:

- Some of the lakes and streams in the City do not meet the state's water quality standards for recreation and aquatic life.
- Development can cause flooding, if not properly planned for.
- Groundwater stores could diminish without efforts to promote groundwater recharge.
- Wetlands provide numerous benefits and should be protected and preserved.
- The amount of sediment from construction sites and from eroding streambanks entering surface waters must be minimized.
- Aquatic vegetation management, especially of invasive aquatic vegetation, is necessary.
- The Mississippi River Critical Area Corridor must be protected according to state and federal requirements.
- NPDES Phase II MS4 Permit requirements should be implemented despite limited budget, requiring prioritization of resources.
- City ordinance updates are necessary to ensure consistency with new and updated requirements of pertinent government entities.
- Education and outreach opportunities could be expanded.
- Stormwater-related maintenance is needed on an ongoing basis, such as street sweeping, sump manhole cleaning, and regular stormwater facility inspections.
- Financial resources are limited, requiring that certain projects be prioritized.

Goals

The LWMP updates the City's goals and related policies to address the problems and issues that were evaluated for the updated LWMP. The goals are as follows:

Goal 1. Identify and plan for means to effectively protect and improve water quality.

Goal 2. Protect, preserve, and manage natural surface and constructed retention systems to control excessive volumes and rates of runoff and prevent flooding.

Goal 3. Enhance groundwater recharge.

Goal 4. Protect and preserve wetlands through administration of the Wetland Conservation Act.

Goal 5. Control or manage sediment discharge into surface waters and drainageways.

Goal 6. Protect and enhance fish and wildlife habitat and water related recreational amenities.

Goal 7. Manage the City's surface waters consistent with best practices and the City's NPDES MS4 Permit's SWPPP.

Goal 8. Manage the City's surface waters consistent with other state and federal requirements.

Goal 9. Inform the public about urban stormwater management and potential pollutants according to the requirements of the City's NPDES MS4 permit.

Implementation Plan

This LWMP includes an Implementation Plan to help achieve the above goals through regulations, education, maintenance activities, capital projects, and special studies.

Regulatory Program. Dayton has enacted numerous policies and ordinances regulating and managing water resources. These policies and ordinances aim to be consistent with local, state and federal agencies that regulate water resources in Dayton, including the Elm Creek Watershed Management Commission, the MDNR, the MPCA and the MDH.

Education and Outreach. Dayton carries out education and outreach activities in accordance with MS4 requirements. These activities include maintaining stormwater educational materials on the City's website, distributing brochures at public facilities, conducting annual public meetings, and other activities that help achieve Dayton's goals and policies.

Maintenance Activities. The City conducts general operations and maintenance activities, some of which are required by the NPDES Phase II Permit. These activities include stormwater pond inspections, street sweeping, catch basin inspection, illicit discharge detection and others.

Capital Projects. The City has proposed several capital projects that help address identified issues and achieve goals and policies. Table 6.1 outlines these projects, but among the projects are construction of several stormwater ponds, streambank stabilization projects and a feasibility study for the restoration of Diamond Lake.

Additional Actions. Table 6.2 lists a number of actions that the City plans to execute in order to address the water resource issues identified in this LWMP. Some of these actions are regulatory, educational, maintenance-related or capital projects, but others do not fit in the above categories and are specific solutions to identified City issues.

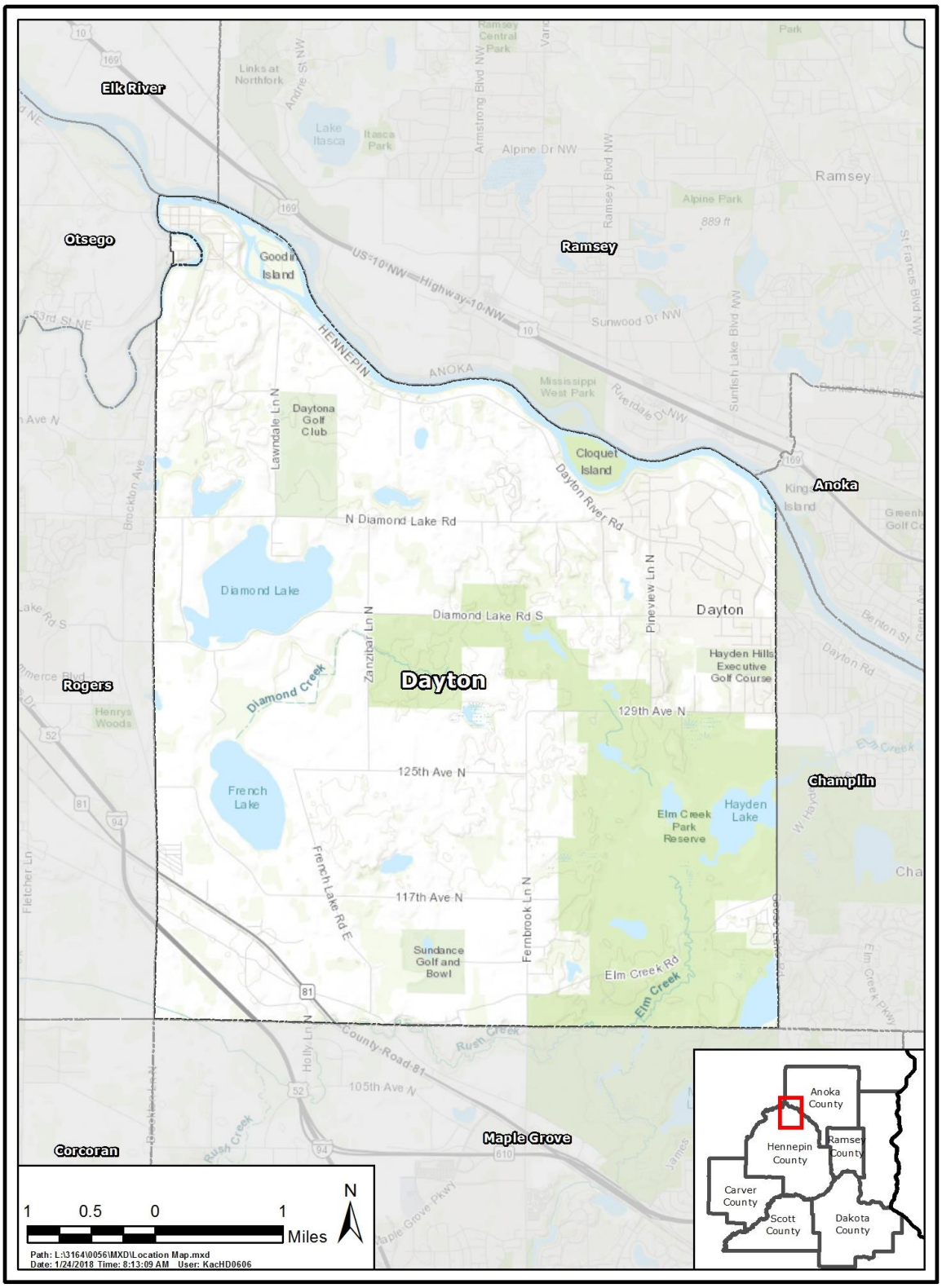

Figure ES.1. Location of the City of Dayton.

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1.0 Introduction

1.1 PURPOSE

This Local Water Management Plan (LWMP) describes how the City of Dayton will fulfill the requirements of Minnesota Statutes 103B.235 and Minnesota Rules 8410 in the management of the water resources within the City. It is a summary of the City's management goals and policies, and strategies, including a capital improvement program and review of local policies and ordinances. The content requirements of LWMPs per Minnesota Statute 103B.235 are:

1. Describe the existing and proposed physical environment and land use;
2. Define drainage areas and the volumes, rates, and paths of stormwater runoff;
3. Identify areas and elevations for stormwater storage adequate to meet performance standards established in the watershed plan;
4. Identify regulated areas; and
5. Set forth an implementation program, including a description of official controls and, as appropriate, a capital improvement program.

Further, per Minnesota Rules 8410.0160 contents of LWMPs must contain the following:

1. An executive summary that summarizes the highlights of the local water plan;
2. Appropriate water resource management-related agreements that have been entered into by the local community including joint powers agreements related to water management;
3. The existing and proposed physical environment and land use must be described. Drainage areas and the volumes, rates and paths of stormwater runoff must be defined;
4. An assessment of existing or potential water resource-related problems must be summarized; and
5. A local implementation program through the year the local water plan extends must describe nonstructural, programmatic, and structural solutions to problems identified in item 4 above.

Minnesota statutes and administrative rules also require that City water resources management be consistent with the goals and requirements of the watershed districts having land within its borders. The City is situated entirely within the jurisdictional boundaries of the Elm Creek Watershed Management Commission.

1.2 RELATIONSHIP TO OTHER CITY PLANS

The LWMP is intended to comprehensively address surface water management, and elements will be incorporated into the City of Dayton's 2040 Comprehensive Plan. The Stormwater Pollution Prevention Plan (SWPPP) and Wellhead Protection Plan (WHPP) are separate from the LWMP.

1.2.1 Comprehensive Plan

The 2030 Comprehensive Plan was completed in 2008. The City of Dayton is currently updating its Comprehensive Plan per the 2040 Metropolitan Council requirements. The City was granted an extension to complete the Plan by December 31, 2019. The plan update is considered complete when it includes the elements required by statute and contains sufficient information that ensures conformance with metropolitan system plans, is consistent with adopted regional plans and is compatible with plans of affected and adjacent jurisdictions.

1.2.2 Storm Water Pollution Prevention Program

Dayton is regulated by the State of Minnesota's National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit as a Municipal Separate Storm Sewer System (MS4). In accordance with that permit, the City developed a SWPPP comprised of a series of Best Management Practices (BMPs) in six Minimum Control Measure areas to prevent pollution and to manage and treat runoff discharged from the City into state waters. An annual report documents actions taken in the previous year, which is presented to the public for review, approved by the City Council, and submitted to the Minnesota Pollution Control Agency (MPCA) for approval.

A new General Permit became effective August 1, 2013. The City submitted an application for renewal of coverage under the permit, which was extended on April 3, 2014. The SWPPP was required to be updated for the new permit. Many SWPPP actions are incorporated into this LWMP.

1.2.3 Wellhead Protection Plan

The City of Dayton's WHPP was approved by the Minnesota Department of Health (MDH) in 2008. The WHPP covers one existing well (Well No. 1) serving the Historic Village area. Well No. 1 obtains its water from the Franconia-Ironton-Galesville aquifer. The WHPP documents the delineation of the wellhead protection area and drinking water supply management area for this well, in addition to the vulnerability assessment for the well and its aquifer. Beginning in 2016, the City began developing an amendment to the WHPP to prevent human-caused contaminants from entering water supply wells. The WHPP is separate from the LWMP except as surface water influences groundwater.

1.2.4 City-wide Hydrologic and Hydraulic Model

The 2007 Local Surface Water Management Plan included a city-wide hydrologic and hydraulic model to guide city planning efforts for its storm sewer infrastructure. Truck storm sewer, regional ponds and lift stations were primarily sized, site and priced with information produced in the model. The model was developed in HydroCAD and calculated in accordance with SCS TR-20 methodology. Since 2007, the model has been used by developers to properly size development in terms of volume, rate and flow. The City is committed to revisiting the model and updating the Comprehensive Stormwater Management Plan to the appropriate NOAA Atlas 14 precipitation estimates and the subsequent model update is referenced in the Implementation section.

1.3 RELATIONSHIP TO OTHER PLANS

Several agencies manage programs or regulate activities for local stormwater or water resource management. The following sections summarize those relevant to local water management planning.

1.3.1 Metropolitan Council Water Resources Policy Plan

The Metropolitan Council's Water Resources Management Policy Plan is a framework to integrate water resources management and protection with planning for the Metro region's growth. In 1995, the Metropolitan Land Planning Act was amended to require that each city and township's comprehensive plan include a local water management plan. These local plans need to be consistent with Minnesota Statutes 103B and Metropolitan Land Planning Act requirements. Local water management plans are reviewed by the Metropolitan Council as part of the local comprehensive planning process prior to approval by the watershed management organization and adoption by the city or township.

In addition to the local stormwater plan elements required in statute and administrative rule, the Policy Plan expects communities to show that they are committed to the Metropolitan Council's goal of no adverse impact (nondegradation) for area water resources. Local plans should include actions such as writing ordinances that runoff water quality treatment, limiting the rates and volumes of runoff, adopting BMPs for development and redevelopment, and planning for wetland management.

1.3.2 Upper Mississippi River Basin Plan

The MPCA's Upper Mississippi River Basin Plan broadly guides water quality management of the Mississippi River watershed from its headwaters to the Rum River in Anoka, Minnesota. The plan identifies eight general needs of the Upper Mississippi River Basin (UMRB):

1. Inventory and classification of the existing water quality of the Basin's lakes, rivers and streams and ground water.
2. Additional monitoring and data collection of the rivers, streams, lakes and ground water quality.
3. An understanding and control of the impacts of phosphorus, nitrogen, sediment, bacteria, and other pollutants on the Basin's water quality.
4. Stormwater management in the urbanizing areas of the UMRB.
5. Adequate wastewater treatment to protect water quality in the UMRB.
6. Proper management of our ground water and drinking water resources, particularly the Mississippi River as a source of water for the cities of St. Cloud, St. Paul and Minneapolis.
7. Improved feedlot management and the implementation of the rules and regulations for feedlots.
8. Response to the emerging issues impacting water quality, such as hypoxia in the Gulf of Mexico.

While the plan emphasizes MPCA activities, it can also be used for local watershed management by individuals, associations, watershed groups and municipalities. Dayton's LWMP was designed with consideration of these Basin needs.

1.3.3 North Fork Crow River One Watershed One Plan

Some of western Dayton falls within the boundaries of the North Fork Crow River Watershed, which developed a pilot One Watershed, One Plan, published in April 2018. The vision of One Watershed, One Plan is to align planning on major watershed boundaries with prioritized, targeted, and measurable watershed plans developed and implemented locally. The North Fork Crow River One Watershed, One Plan listed four top priority resources: drinking water (groundwater), lakes, agricultural drainage system, and surface runoff. The plan lists targeted and measurable goals for restoring and protection these resources. This LWMP has taken the North Fork Crow River's plan into account when developing targeted and measurable goals for Dayton.

1.3.4 Elm Creek Watershed Management Commission Third Generation Watershed Management Plan

The Elm Creek Watershed Management Commission (ECWMC) was formed on February 1, 1973, under a Joint Powers Agreement developed under the authority conferred to the member communities by Minnesota Statutes 471.59. The Joint Powers Agreement sets forth the authorities granted to the Commission by the member communities. The City of Dayton is member community. The ECWMC's purpose is set forth in Minnesota Statutes 103B.210, Metropolitan Surface Water Planning, which codified the Metropolitan Surface Water Management Act of 1982. Minnesota Statutes 103B.231 and Minnesota Rules 8410 established requirements for watershed management plans within the Twin Cities Metro Area. The law requires the plan focus on:

1. Protecting, preserving and using natural surface and groundwater storage and retention systems;
2. Minimizing public capital expenditures needed to correct flooding and water quality problems;
3. Identifying and planning for means to effectively protect and improve surface and groundwater quality;
4. Establishing more uniform local priorities and official controls for surface and groundwater management;
5. Preventing erosion of soil into surface water systems;
6. Promoting groundwater recharge;
7. Protecting and enhancing fish and wildlife habitat and water recreational facilities, and
8. Securing other benefits associated with the proper management of surface and ground water.

Member cities, including Dayton, all have approved stormwater management plans that assist the ECWMC in implementing the Third Generation Watershed Management Plan. The member cities have in place ordinances codifying the ECWMC's development rules and standards including stormwater management, erosion control, and wetland and floodplain management. The Joint Powers Agreement does not authorize the ECWMC to directly contract for capital improvement projects. The ECWMC may order capital projects for construction by member cities, often as regional projects which several cities may agree to

cooperatively construct and fund. The ECWMC may also help fund studies or initiatives that further the Commission's goals.

As it pertains to implementation of TMDLs and WRAPS, the Third Generation Watershed Management Plan has priorities to being implementing priority projects, providing cost-share to member cities to undertake projects to achieve WRAPS lake and stream goals. The ECWMC will use the results of the WRAPS study to establish priority areas, and complete subwatershed assessments to identify specific BMPs that feasibly and cost-effectively reduce nutrient and sediment loading to impaired water resources.

2.0 Regulatory Framework

2.1 DAYTON ORDINANCES AND POLICIES

Protection of water resources has been an important consideration throughout the City's development history. Existing water resource related policies and local controls (City Code sections) include:

- Wastewater, Sanitary Sewer System (Chapter 51)
  - Sanitary Sewer Discharges (Chapter 51.01-51.06)
  - Individual Sewage Treatment Systems (Chapter 51.20-51.30)
  - Wastewater Treatment and Collection Facilities (Chapter 51.40-51.99)

- Water System (Chapter 52)
  - General Provisions (Chapter 52.001-52.015)
  - Water Usage (Chapter 52.050-52.056)

- Storm Water Management (Chapter 151)
  - Storm Water Pollution Prevention Plan Submittal Procedures (Chapter 151.07)
  - Storm Water Pollution Prevention Plan Review Process (Chapter 151.08)
  - Minimum Construction Site Best Management Practices (Chapter 151.09)

- Public Property; Improvements and Excavations (Chapter 153)
  - Excavations (Chapter 153.15-153.21)

- Land Usage (Chapter 1000)

- Zoning (Chapter 1001)
  - Mississippi River Corridor (Chapter 1001.07)
  - Shoreland Zoning (Chapter 1001.08)
  - Floodplains (Chapter 1001.09)
  - Landscaping and Screening (Chapter 1001.24)
  - Steep Slopes (Chapter 1001.26)
  - Wetlands (Chapter 1001.27)
  - Construction Site Runoff Control (Chapter 1001.33)
  - Storm Water Illicit Discharge and Illicit Connection (Chapter 1001.34)

- Subdivisions (Chapter 1002)
  - Growth Management (Chapter 1002.14)
  - Conservation Subdivision (Chapter 1002.15)

These ordinances and policies have provided the City and the private development sector with the means to protect the City's natural resources through limiting wetland filling, establishing minimum setbacks, requiring steep slope and shoreline buffers, managing floodplain areas, and implementing BMPs to prevent pollution, manage stormwater runoff and protect water resources.

2.2 STATE AGENCY REGULATORY FRAMEWORK

Several agencies manage programs or regulate activities for local stormwater or water resource management. The following sections summarize those relevant to local water management planning.

2.2.1 Metropolitan Council

The Metropolitan Council's *Water Resources Management Policy Plan* includes a range of programs administered by various governmental and private agencies for management of water resources in the Twin Cities Metropolitan Area. Several of the Metropolitan Council's programs are of interest to cities, including the following:

- Development of targeted watershed pollutant loads
- Review of watershed and local water plans and comprehensive plans for consistency with metropolitan goals and objectives
- Watershed Outlet Monitoring Program (WOMP)
- Citizens' Assisted Lake Monitoring Program (CAMP)
- Environmental Information Management System
- Regional Water Supply Plan for the Metropolitan Area

2.2.2 Minnesota Pollution Control Agency (MPCA)

The MPCA administers several programs applicable to local stormwater management planning. The MPCA monitors water quality, sets standards, and implements various controls. Following are two programs related to water quality.

- The MPCA manages the NPDES Phase II permitting for small municipal separate storm sewer systems (MS4s) and construction and industrial discharge permitting.

- The MPCA implements the Clean Water Act, requiring that states adopt water quality standards to protect waters of the state. The United States Environmental Protection Agency (EPA) and MPCA require preparation of Total Maximum Daily Load (TMDL) studies to identify the source of pollutants and WRAPS studies to plan how to bring water resources into compliance. Diamond Lake, Diamond Creek, Elm Creek and Rush Creek are listed on the MPCA's draft 2016 303(d) list of impaired waters. Section 2.6 discusses the impaired waters issue in more detail.

2.2.3 Minnesota Department of Health (MDH)

The Environmental Health Division of the MDH administers numerous programs of interest to local water management planning, including the following.

- Drinking water protection
- Wellhead protection
- Lake and fish monitoring (in partnership with other agencies)
- Environmental Health Services
- Health risk assessment, site assessment, and consultation
- Well management

The City worked with the MDH to develop and implement a WHPP.

2.2.4 Minnesota Department of Natural Resources (MDNR)

The MDNR manages and protects the state's natural resources and operates numerous programs. The department provides technical assistance and information regarding BMPs, natural resource management, incorporating natural resource conservation into land use planning, and lakescaping.

The Fisheries Division monitors and improves fisheries within the state. It also promotes fishing opportunities and provides grants to assist in the construction of fishing piers. The Ecological and Water Resources (EWR) Division focuses on an overarching vision of "Healthy Watersheds throughout Minnesota." The EWR Division also provides the following services:

- Maintains an inventory of public waters
- Operates permit programs for working in public waters or for appropriating public waters
- Oversees the state's floodplain management program
- Provides local stewardship by coordinating the Mississippi River Critical Area, Mississippi National River & Recreation Area programs and the Shoreland Management program
- Collects, analyzes, and provides ecological information, including:
    - Location and management of rare resources (endangered and threatened species, critical habitats, high quality natural communities)
    - Management of harmful exotic species, fish and wildlife diseases, and negative environmental impacts of human development
    - Management and restoration of important ecological processes in river systems and key natural areas
    - Information about Minnesota's ecosystems and their significance to a sustainable quality of life

The MDNR's webpage at **www.dnr.state.mn.us/lakefind/index.html** is LakeFinder, a MDNR-supported tool that combines information from various MDNR Divisions, as well as other state agencies, such as MPCA (water quality) and MDH (fish consumption). This tool contains data for more than 4,500 lakes and rivers throughout Minnesota.

The MDNR also provides a variety of specialized programs oriented to property owners or neighborhood groups, such as the Aquatic Plant Management, Urban Fisheries and Fishing in the Neighborhood, Neighborhood Wilds, and Metro Greenways programs.

2.2.5 Elm Creek Watershed Management Commission

The entire City of Dayton falls under the jurisdiction of the Elm Creek Watershed Management Commission. The Elm Creek Watershed Management Commission is required by statute to prepare and administer water management plans that establish watershed-wide goals, policies, and regulations. The Elm Creek Watershed Management Commission published a Third Generation Watershed Management Plan in October of 2015. Local governments such as the City of Dayton are also required by statute to prepare and administer water management plans. These local plans must be consistent with watershed plans. This local water management plan was developed to acknowledge the Elm Creek

Watershed Commission's jurisdictional criteria while also reflecting the priorities of the City of Dayton.

As stated previously, the ECWMC's purpose is set forth in Minnesota Statutes 103B.210, Metropolitan Surface Water Planning, which codified the Metropolitan Surface Water Management Act of 1982. Minnesota Statutes 103B.231 and Minnesota Rules 8410 established requirements for watershed management plans within the Twin Cities Metro Area. The law requires the plan focus on:

1. Protecting, preserving and using natural surface and groundwater storage and retention systems;
2. Minimizing public capital expenditures needed to correct flooding and water quality problems;
3. Identifying and planning for means to effectively protect and improve surface and groundwater quality;
4. Establishing more uniform local priorities and official controls for surface and groundwater management;
5. Preventing erosion of soil into surface water systems;
6. Promoting groundwater recharge;
7. Protecting and enhancing fish and wildlife habitat and water recreational facilities, and
8. Securing other benefits associated with the proper management of surface and ground water.

2.3 WATER RESOURCE RELATED AGREEMENTS

Water resource-related agreements, such as Joint Powers Agreements (JPA) or Memorandums of Understanding (MOU), are typically entered into between agencies or entities with overlapping regulatory interests or geographic similarities. The City of Dayton has several such agreements. In 1993, Dayton and several other entities adopted a JPA to establish the Elm Creek Watershed Management Commission in order to "plan, protect and manage the Elm Creek Watershed and adjacent minor watersheds."

In addition, Dayton has several agreements related to drinking water and wastewater. Dayton has a JPA with Champlin, signed in approximately 2004, stating that Champlin will supply areas in southeastern Dayton with drinking water and serve as a backup source of drinking water for areas in northeastern Dayton. Dayton has a similar contract with Maple Grove, signed in 2006, stating that Maple Grove will supply drinking water to areas in southwestern Dayton. Dayton plans to sign a third drinking water-related agreement with Rogers so that Rogers can supply drinking water to areas in west central Dayton. Dayton also has wastewater agreements with the cities of Otsego, Rogers and Champlin.

The need for a JPA or MOU will be evaluated as part of the City's ongoing Wellhead Protection planning. No other Agreements are anticipated at this time.

2.4 WETLAND CONSERVATION ACT

The City of Dayton is the Local Governmental Unit (LGU) for the Wetland Conservation Act of 1991 (WCA) within the City's subdivision authority. Wetland LGU responsibilities include:

- Review and approve wetland delineations and determinations
- Review and approve wetland exemption / no-loss applications

- Review and approve wetland replacement plan applications
- Coordinate Technical Evaluation Panel (TEP) meetings
- Send Notices of Application and Decision to the TEP
- Enforce wetland replacement monitoring requirements, review monitoring reports and certify replacement wetlands
- Work with MDNR and Hennepin County to enforce WCA violations

2.5 RELATIONSHIP TO NPDES PERMIT

The City holds a permit from the MPCA to discharge stormwater into waters of the State through the MPCA's NPDES General Stormwater Permit. The permit specifies that the City must develop, receive MPCA approval of, and implement a Stormwater Pollution Prevention Plan (SWPPP) that addresses the following six minimum control measures established by the EPA:

1. Public education and outreach
2. Public participation/involvement
3. Illicit discharge detection and elimination
4. Construction site runoff control
5. Post-construction runoff control
6. Pollution prevention/good housekeeping during municipal operations

The City's SWPPP was approved in 2003 and modified in 2007 and 2013. Most recently, the State of Minnesota reauthorized the NPDES General Stormwater Permit effective August 1, 2013. The City submitted an application for renewal of coverage under the permit, which was extended on April 3, 2014. The SWPPP was required to be updated for the new permit. New and existing activities and policies to be included in the SWPPP are prescribed in the General Permit and SWPPP Document, and includes many of the actions and policies set forth in this LWMP.

2.6 TOTAL MAXIMUM DAILY LOADS (TMDLS)

Lakes and streams that do not meet state water quality standards are listed as "Impaired" by the State of Minnesota. Waters that are impaired in Dayton are listed in Table 2.1. These lakes, streams and rivers require additional analysis in the form of a Total Maximum Daily Load (TMDL) study. A TMDL is the maximum amount of a pollutant a waterbody can receive and still meet water quality standards. The TMDL study identifies the sources and magnitude of pollutant loading and establishes a numeric load reduction that must be made for each source.

Table 2.1. Impaired Waters in Dayton.
Note: Based on the draft 2016 303(d) List.

Lake/Stream	DNR Lake # / Reach #	Affected Use(s)	Pollutant(s)
Crow River	07010204-502	Aquatic recreation, Aquatic life	Excess Nutrients, *Escherichia coli,* Fish bioassessment, Macroinvertebrate bioassessment, Turbidity
Diamond Lake	27-0125-00	Aquatic recreation	Excess Nutrients
Diamond Creek	07010206-525	Aquatic recreation, Aquatic life	*Escherichia coli,* Dissolved oxygen, Fish bioassessment, Macroinvertebrate bioassessment
Elm Creek	07010206-508	Aquatic recreation, Aquatic life	*Escherichia coli,* Dissolved oxygen, Fish bioassessment, Macroinvertebrate bioassessment Chloride
Mississippi River	07010206-805	Aquatic recreation, Aquatic life, Aquatic consumption	Excess Nutrients, *Escherichia coli,* Mercury in fish tissue, PCB in fish tissue
Rush Creek	07010206-528	Aquatic recreation, Aquatic life	*Escherichia coli,* Dissolved oxygen, Fish bioassessment, Macroinvertebrate bioassessment

3.0 Land and Water Resources Inventory

3.1 PHYSICAL ENVIRONMENT

The City of Dayton lies in northern Hennepin County, southeast of the confluence of the Crow and Mississippi Rivers (Figure 3.1). The City is approximately 25 square miles and is bordered by the Crow and Mississippi Rivers to the north, Champlin to the east, Maple Grove to the south, and Rogers to the west.

3.1.1 Geology and Soils

The bedrock underlying Dayton is part of the St. Lawrence and Franconia formations consisting of dolomitic siltstone and shale. The surficial geology is predominantly loamy till with scattered sandy till and lacustrine deposits. The Hennepin County Geologic Atlas has more information regarding the geology and hydrogeology in Dayton, and can be found online at **purl.umn.edu/58491**.

The soils in Dayton are predominantly fine textured silt loams and clay loams (Figure 3.2), which tend to support mesic native plant communities in the uplands (such as mesic oak forest, maple basswood forest, and mesic prairie). The Hennepin County Soil Survey has more information regarding soil units within Dayton, which can be viewed online at the Natural Resources Conservation Service's Web Soil Survey at **websoilsurvey.nrcs.usda.gov/app/HomePage.htm**.

3.1.2 Climate and Precipitation

The climate is predominately continental. Sitting close to the middle of North America, the weather in Dayton can vary widely and rapidly. Both temperature and precipitation can change abruptly. Table 3.1 shows the City's temperature normals, or averages, for the years 1981 to 2010.

Table 3.1. Temperature Normals (°F) for Dayton.

Twin Cities (1981-2010)													
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Annual**
Maximum	23.7	28.9	41.3	57.8	69.4	78.8	83.4	80.5	71.7	58.0	41.2	27.1	55.3
Minimum	7.5	12.8	24.3	37.2	48.9	58.8	64.1	61.8	52.4	39.7	26.2	12.3	37.3
Mean	15.6	20.8	32.8	47.5	59.1	68.8	73.8	71.2	62.0	48.9	33.7	19.7	46.3
Crystal Airport (1981-2010)													
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Annual**
Maximum	23.8	29.1	41.6	57.8	70.0	79.1	83.4	82.5	72.0	58.8	41.5	27.3	55.7
Minimum	6.7	11.5	22.6	35.7	46.9	57.2	62.0	60.1	50.4	37.9	24.9	11.7	35.8
Mean	15.2	20.3	32.1	46.8	58.4	68.2	72.7	71.3	61.2	48.4	33.2	19.5	45.7

Source: Minnesota State Climatology Office and National Climatic Data Center.

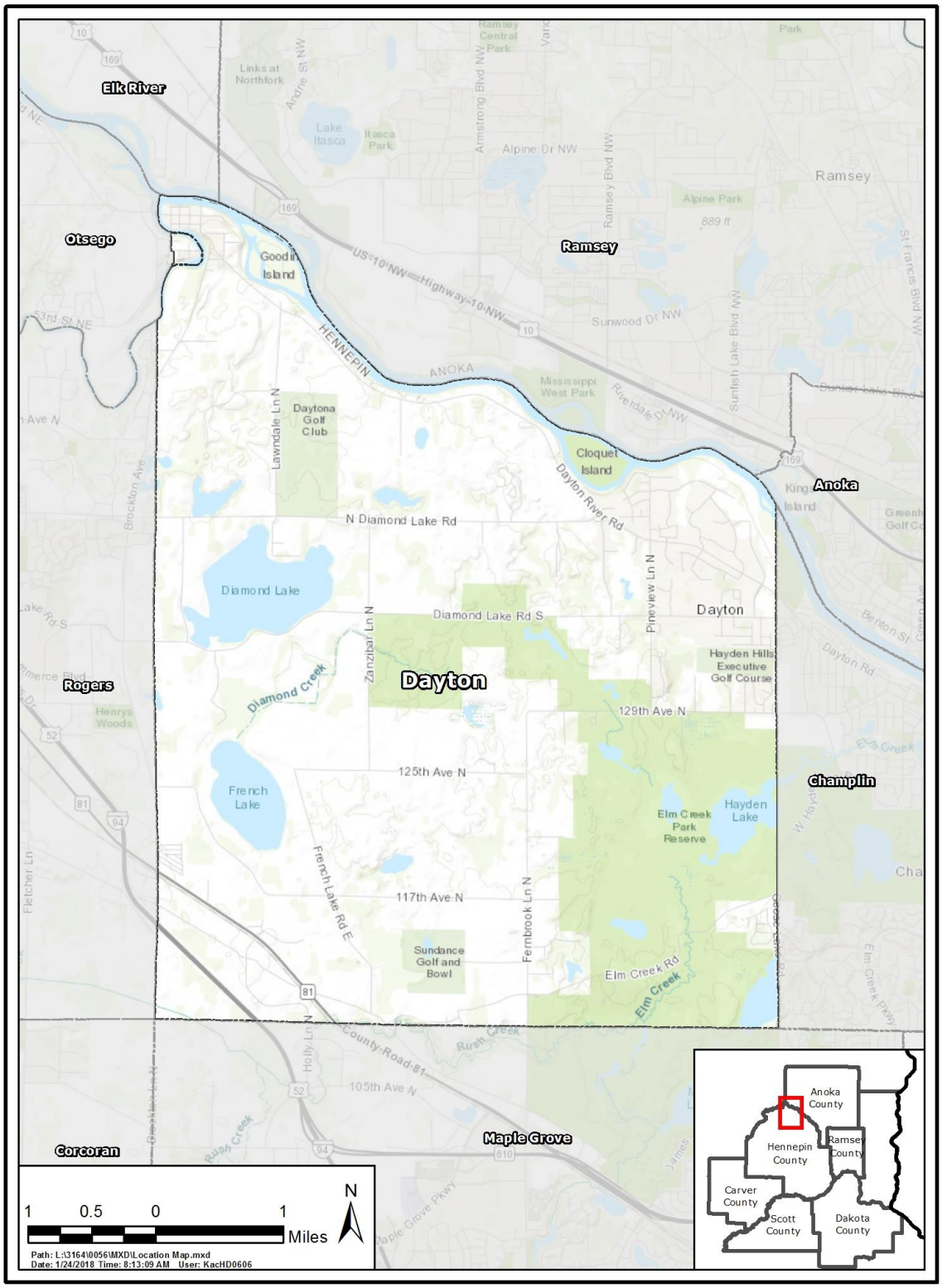

Figure 3.1. Location of Dayton

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3.2 BIOLOGICAL ENVIRONMENT

The City's landscape has gone through many changes due to human activity. Before European settlement, the area was part of the "Big Woods" ecoregion where oak woodland and maple-basswood forests were the dominant vegetation types. Upon settlement, much of the landscape was converted to agricultural land. Since then, a portion of the landscape has remained in agricultural use while some has been developed primarily for residential use.

Elm Creek Park Reserve, the Mississippi River and French and Diamond Lakes are among the dominant natural features in the City. Elm Creek Park Reserve, managed by Three Rivers Park District, occupies the southern corner of the City, and extends south into Maple Grove as well as east into Champlin. The Mississippi River is not only a defining feature of the City and northern border of the City, but the river corridor is a critical migratory route for birds. French and Diamond Lakes define the west-central portion of the City. Diamond Lake, at over 400 acres, provides a popular shallow lake fishery.

3.3 HUMAN ENVIRONMENT

The notes of the Public Land Survey conducted in 1856 describe the Dayton area as being 'extremely timbered,' generally level, and with many lakes and marshes. The first known settler of European descent arrived in the Dayton area in 1851, settling on the site of a French fur trading post. Other claims followed, mostly along the Mississippi and Crow Rivers and near lakes. In 1854 the first hotel in Dayton was erected near the confluence of the Crow and Mississippi Rivers. The post office was established in 1855, and in 1856 a mill was built just downstream of the Crow. A church followed in 1857 and a school in 1859, the year the village was organized. Territorial Road was authorized by the Territorial Legislature in 1855, fueling growth in the area.

3.3.1 Land Use

Figure 3.3 shows Dayton's 2016 land use from Metropolitan Council land use data. The City is largely undeveloped, with 35 percent in agricultural use, 23 percent designated as parks, golf courses and preserves, and over 22 percent vacant (Table 3.2). Included in this undeveloped land is Elm Creek Park Reserve, which dominates the southeastern portion of the City. Residential land use consists of an additional 10 percent of land use and primarily consists of single-family homes.

Increased density is expected in Dayton with the construction in 2020 of the Brockton Interchange at Interstate 94 and approximately Brockton Lane in southwestern Dayton. Figure 3.4 shows planned 2040 land use from the 2008 Comprehensive Plan. The City of Dayton is currently updating its Comprehensive Plan.

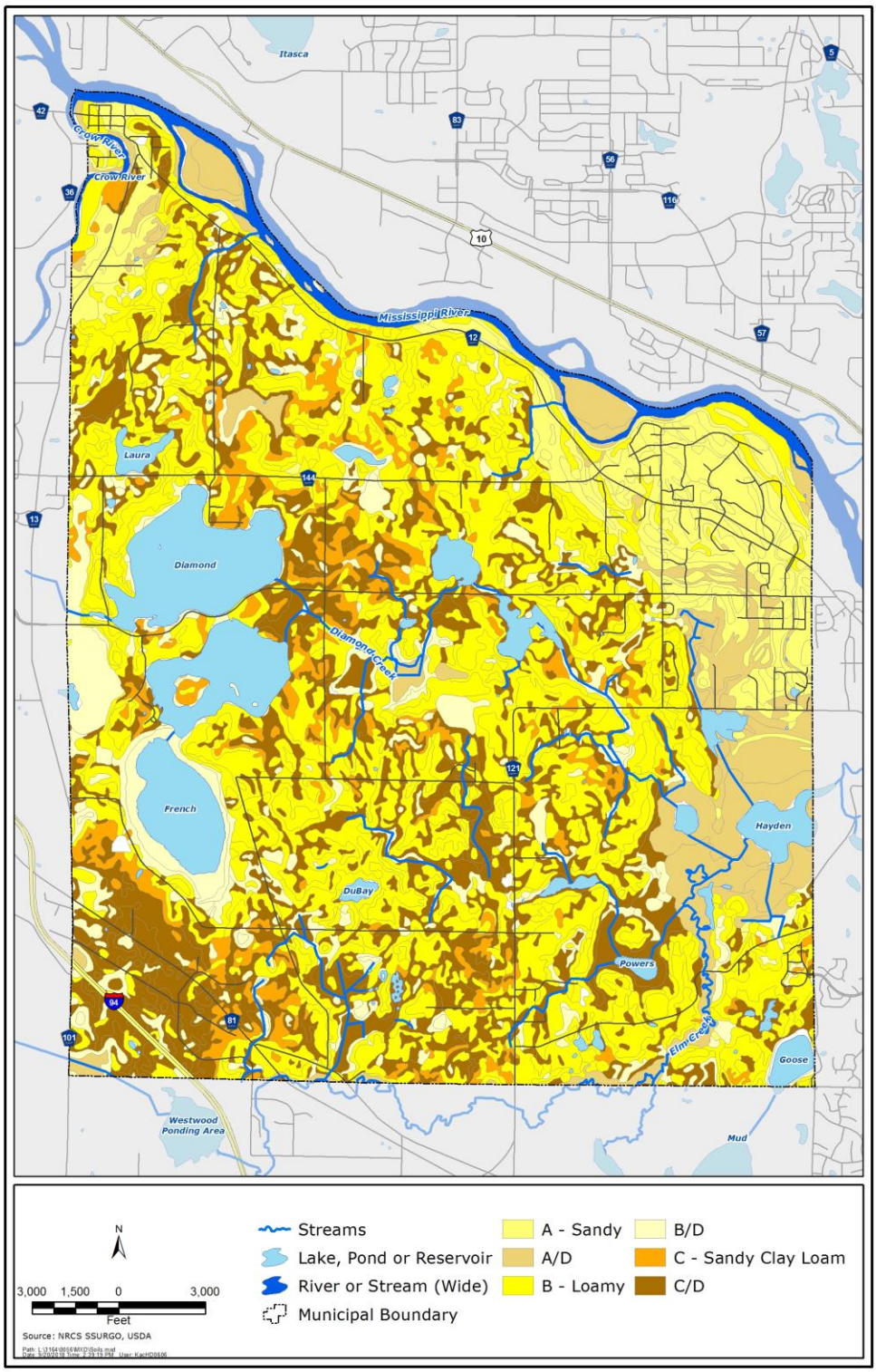

Figure 3.2. Soils in Dayton.

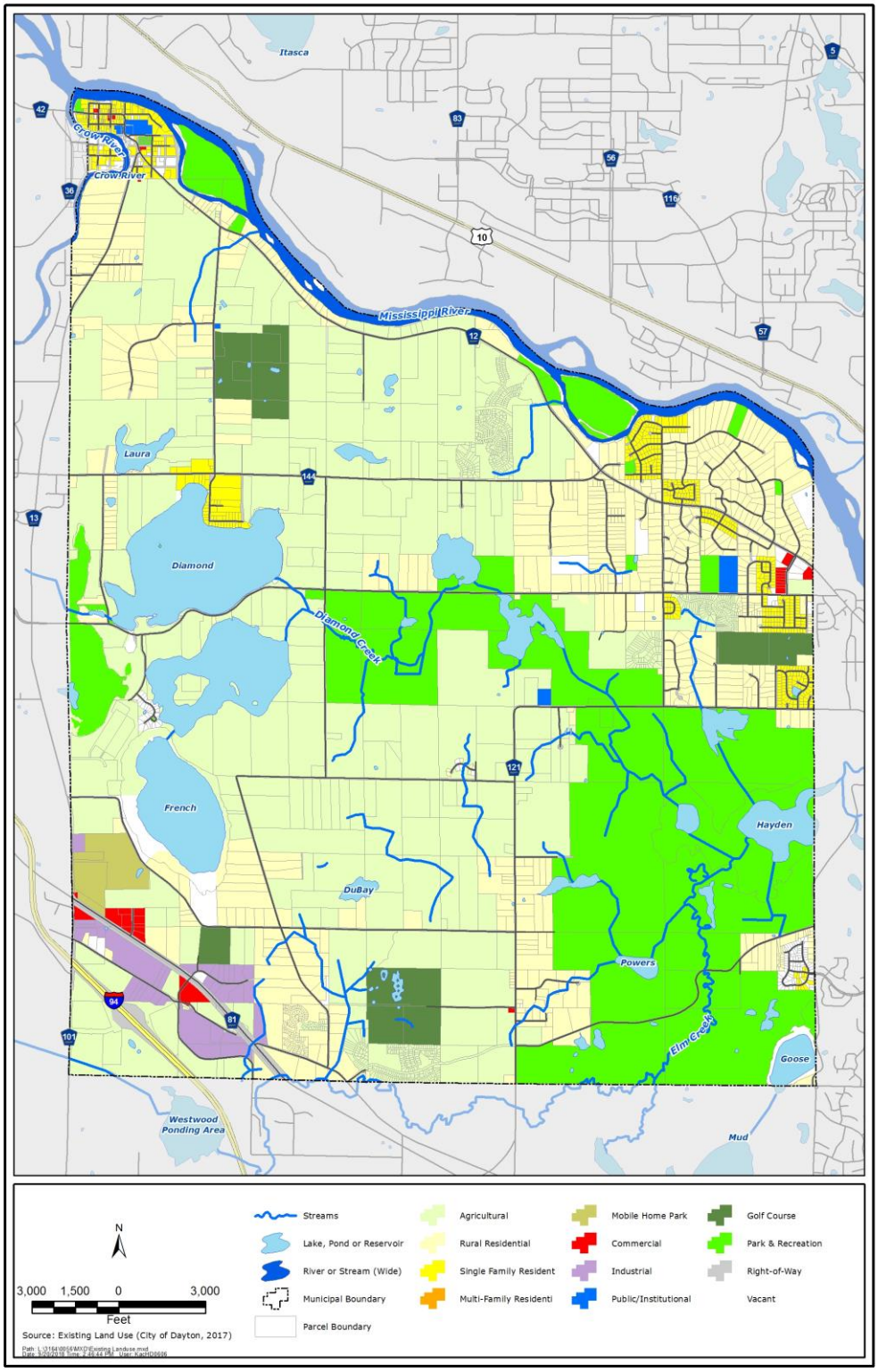

Figure 3.3. Existing land use in Dayton.

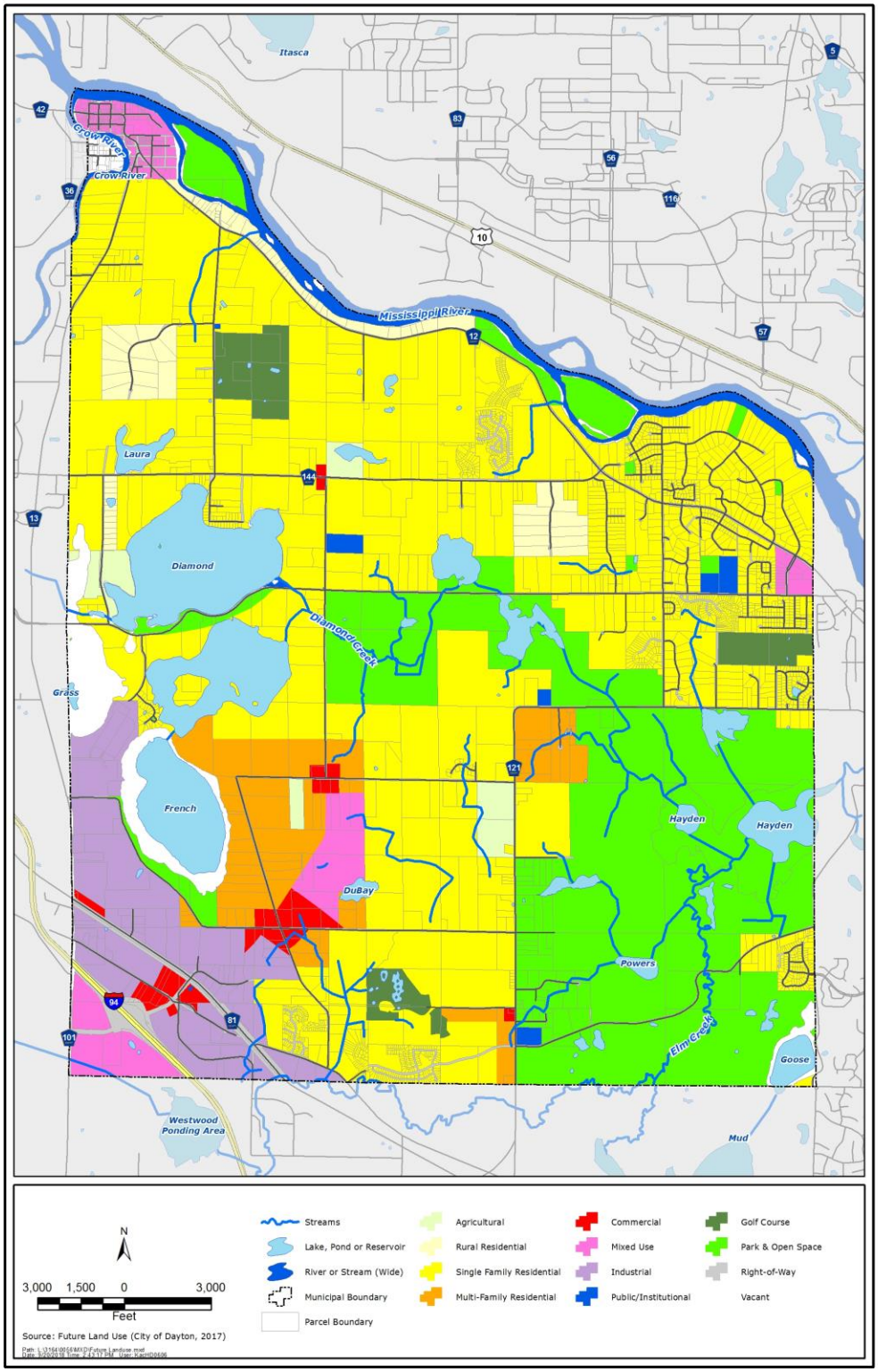

Figure 3.4. Future land use planned for 2040 in Dayton.

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Table 3.2. 2016 land use in the City of Dayton.

Land Use	Area (acres)	Area (%)
Agricultural	5,637	35.0
Parks and Recreation	3,692	22.9
Undeveloped	3,594	22.3
Single Family Residential	1,596	9.9
Water	1,189	7.3
Industrial	266	1.6
Major Roadways	56	0.3
Commercial	35	0.2
Institutional	29	0.2
Multi Family	1	<0.1
Mixed Use	1	<0.1
Total	**16,097**	**100**

Source: Metropolitan Council from city comprehensive plan and air photos.

3.3.2 Parks, Open Space, Recreational Facilities

Over 30 percent of the land area of Dayton is park, open space or water surface (Figure 3.3). The most notable recreational feature is the Elm Creek Park Reserve, which is operated by the Three Rivers Park District. This regional park features picnic grounds, a large creative play area, a swimming pond, a winter sports area, and an extensive bicycle/pedestrian trail system that allows users to view the park's lakes, wetlands, and Elm and Rush Creeks. The Eastman Nature Center in Elm Creek Park features quiet reading and observation rooms, large classrooms, a professional exhibit area with wildlife watching, and outdoor learning facilities such as display gardens, a floating boardwalk, pond observation blind, amphitheater, orienteering courses, and demonstrative plantings for wildlife.

The section of the Mississippi River bordering Dayton is included in the Mississippi National River and Recreation Area, a 72-mile stretch of the river protected and managed by the United States National Park Service. Dayton's section of the Mississippi River is additionally protected by the MPCA as an Outstanding Resource Value Water, which can limit discharges to the river.

Dayton's recreational facilities also include Daytona Golf Club, Hayden Hills Public Golf Course, and several parks along the Mississippi River. Boat ramps are located at Diamond and French Lakes.

The primary LWMP-related recreational concern is the improvement of water quality in the City's lakes to sustain or enhance their beneficial use and to preserve the general enjoyment of the City's water resources.

3.3.3 Pollutant Sources

Historically Dayton has not been an industrial city, so there are no major issues of contaminated soil or groundwater. According to the MPCA's "What's in my Neighborhood" website, there are several localized sites of contamination where releases of petroleum or other hazardous products have occurred. However, these sites are all being monitored or remediated, or have received regulatory closure from the MPCA. The WHPP evaluates and provides recommendations for monitoring and/or remediating potential pollutant sources

such as dumpsites, leaking underground storage tank sites, Voluntary Investigation and Cleanup sites. Information on these sources can also be found by contacting the MPCA or the EPA, or visiting the MPCA's What's in My Neighborhood website at **www.pca.state.mn.us/udgx680**.

In addition, there are six MPCA-registered feedlots within the city limits of Dayton. Feedlots can be a source of nutrient pollution to nearby waters. Feedlots are permitted through the MPCA. (Hennepin County is a non-delegated feedlot county, meaning the MPCA manages the feedlot program for the County and its cities.) There are also many other smaller operations of animal husbandry in Dayton.

Failing septic systems are another known source of pollution. Dayton administers a septic permitting and maintenance ordinance. Pumping and inspection of septic systems is required by the City every three years. The City also requires more restrictive design standards for septic systems than required by Minnesota Rule.

Wells, whether operating or abandoned, can also provide a conduit for pollution. The MDH regulates new and abandoned wells and maintains a comprehensive list of the status of each. The City does not allow repair or improvement of existing individual wells if municipal water is available. Further, new construction must be connected to municipal water at the time of construction if municipal water is available.

3.4 SURFACE WATER

3.4.1 Lakes

There are seven lakes in Dayton (Figure 3.5). Diamond and French Lakes are the largest lakes and the only two lakes with public access ramps. Diamond Lake is listed as impaired on the MPCA's draft 2016 303(d) list for excess nutrients due to elevated total phosphorus levels.

Minnesota's standards for lake water quality vary depending on the depth classification of the lake (Table 3.3). Shallow lakes are defined by having a maximum depth of 15 feet deep or less or having 80 percent or more of lake area 15 feet or less (i.e., shallow enough to support rooted aquatic plants). All of Dayton's lakes are defined as shallow. The lake number and shoreland classification, lake morphometry, and water quality data are shown in Table 3.4. More information about the lakes can be found online at the DNR's LakeFinder website**: www.dnr.state.mn.us/lakefind/index.html**.

Table 3.3. Water quality standards for lakes in the North Central Hardwood Forest Ecoregion.

Note: All of Dayton's lakes are classified as shallow.

Parameters	Shallow lake standard	Deep lake standard
Total phosphorus (μg/L)	≤60	≤40
Chlorophyll-*a* (μg/L)	≤20	≤14
Secchi depth (meters)	≥1.0	≥1.4

Table 3.4. Characteristics of Dayton lakes.
Note: TP= total phosphorus; Chl-a= chlorophyll-a, a measure of algal density; SD= Secchi depth or clarity; RD = Recreational Development; NE = Natural Environment, n/a = Not Applicable.

Lake	DNR ID#	Surface Area (ac)	Max Depth (ft.)	Public Access	DNR Class[1]	10-year Summer Average			Depth Class
						TP (µg/L)	Chl-a (µg/L)	SD (m)	
Diamond Lake	27-0125-00	406	8	Ramp	RD	170	68	0.8	Shallow
DuBay Lake	27-0129-00	15	n/a	No	NE	n/a	n/a	n/a	Shallow
French Lake	27-0127-00	217	6	Ramp	RD	214	152	0.5	Shallow
Goose Lake	27-0122-00	59	6	No	NE	175	111	0.3	Shallow
Hayden Lake	27-0128-00	93	n/a	No	NE	n/a	n/a	n/a	Shallow
Lake Laura	27-0123-00	35	n/a	No	NE	n/a	n/a	n/a	Shallow
Powers Lake	27-0130-00	15	n/a	No	NE	n/a	n/a	n/a	Shallow

Source: DNR LakeFinder, MPCA Environmental Quality Information System (EQuIS).

3.4.2 Streams

Diamond Creek, Elm Creek and Rush Creek and their tributaries drain the majority of Dayton (Figure 3.5). Small portions of Dayton also drain directly to the Mississippi River (north) and to the Crow River (northwest). Diamond Creek, Elm Creek, Rush Creek, the Crow River and the Mississippi River are all listed as impaired on the MPCA's draft 2016 303(d) list for various pollutants including excess nutrients, excess *Escherichia coli*, low fish integrated biotic integrity, low macroinvertebrate integrated biotic integrity, high turbidity, low dissolved oxygen, excess chloride, mercury in fish tissue and PCBs in fish tissue. Section 2.6, Total Maximum Daily Loads, and Table 2.1 specify impairments for each stream or river.

Minnesota's standards for river water quality vary for Dayton's rivers (Table 3.5). The Class 2Bd Streams standards for the Central River Nutrient Region apply to Diamond, Elm and Rush Creeks and the portion of the Mississippi River bordering Dayton. The portion of the Crow River in Dayton, however, has its own site-specific standard (Table 3.5). Table 3.6 lists Dayton's major streams and rivers and their length within the City of Dayton. Data on stream conditions and trends is detailed in the Elm Creek Watershed Management Commission 2015 TMDL and 2016 WRAPS studies.

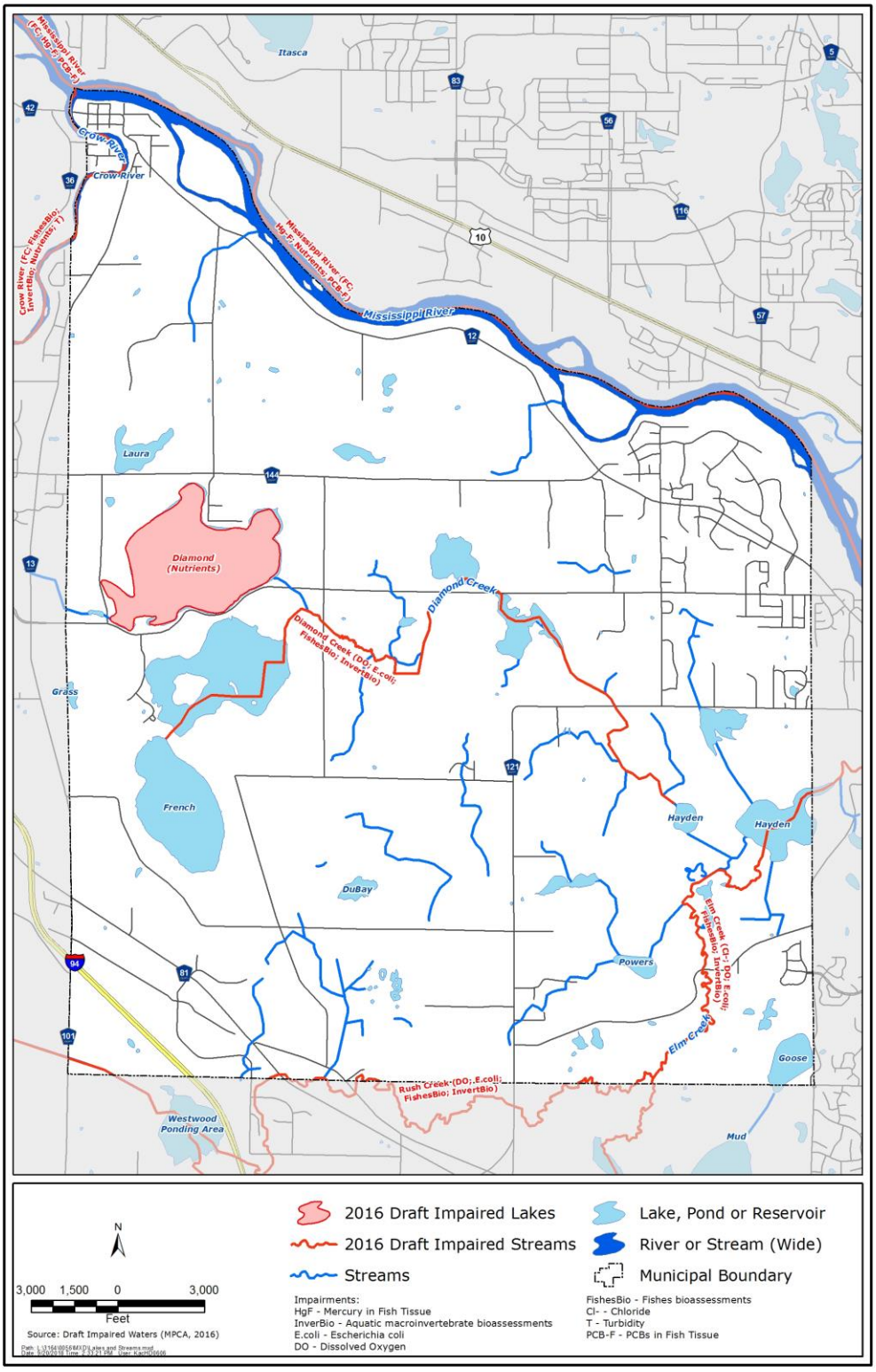

Figure 3.5. Lakes and streams in Dayton, with impaired waters in red.

Table 3.5. Water quality standards for rivers and streams in Dayton.

Note: The Central River Nutrient Region standard applies to all rivers except the Crow River, which has a site-specific standard.

Parameters	Central River Nutrient Region standard	Crow River site-specific standard
Total Phosphorus (μg/L)	≤100	≤125
Chlorophyll-*a* (μg/L)	≤18	≤27
Diel dissolved oxygen flux (mg/L)	≤3.5	≤4.0
Biochemical oxygen demand (5-day, mg/L)	≤2.0	≤2.5

Table 3.6. Dayton's major streams and rivers and their length within Dayton.

Stream Name	Reach #	Length (mi)
Crow River	07010204-502	1.1
Diamond Creek	07010206-525	5.1
Elm Creek	07010206-508	3.1
Mississippi River	07010206-805	5.8
Rush Creek	07010206-528	1.2

3.4.3 Wetlands

There are approximately 12,415 acres of wetland in Dayton (Figure 3.6). Wetland in Dayton is dominated by shallow open water and shallow marsh. There are also several seasonally flooded basins, especially surrounding Hayden Lake and Elm Creek, and scattered shrub swamp.

3.4.4 Stormwater

The 2007 Local Surface Water Management Plan included a city-wide hydrologic and hydraulic model to guide city planning efforts for its storm sewer infrastructure. Truck storm sewer, regional ponds and lift stations were primarily sized, site and priced with information produced in the model. The model was developed in HydroCAD and calculated in accordance with SCS TR-20 methodology. Since 2007, the model has been used by developers to properly size development in terms of volume, rate and flow. The current site-specific volumes, rates and paths of stormwater are identified in the maps and models within the 2007 Local Surface Water Management Plan. The trunk stormwater system map associated with this model can be found on the City's website and copies of the 2007 Local Surface Water Management Plan are available for viewing at City Hall.

As stated elsewhere in this Plan including in Section 6 Implementation Plan, the City is committed in 2019 to revisiting the model and updating the Comprehensive Stormwater Management Plan to the appropriate NOAA Atlas 14 precipitation estimates.

3.5 GROUNDWATER

Dayton relies on groundwater for municipal water, currently operating two wells drawing from the Franconia-Ironton-Galesville aquifer. Groundwater is managed through the City's WHPP. This plan provides comprehensive guidance to protect wellhead areas from contamination while meeting the requirements of the Safe Drinking Water Act and the

Minnesota Groundwater Protection Act. The WHPP details measures to protect the groundwater entering and flowing through the Wellhead Protection Area to protect the drinking water supply from contamination. The following items are included in the WHPP:

- A delineation of the Wellhead Protection Area (WHPA) and Drinking Water Supply Management Area (DWSMA) for the public water supply system using the most recent version of the Twin Cities Metropolitan Area Groundwater Flow Model.
- Identification of potential sources of contamination to the DWSMA, such as unsealed wells, Class V wells, and Underground Storage Tanks, and establish strategies and actions to manage risk and to minimize impacts to the DWSMA.
- A Spill Response Plan in coordination with other cities in the DWSMA.
- Information and guidelines and policies for the use of infiltration BMPs for stormwater management.

The Hennepin County Groundwater Protection Plan was completed in 1994 and approved by the Board of Water and Soil Resources (BWSR), but has not been adopted by the Hennepin County Board. As such, Hennepin County does not have what would be considered an approved Groundwater Protection Plan and is not a part of the LWMP review process.

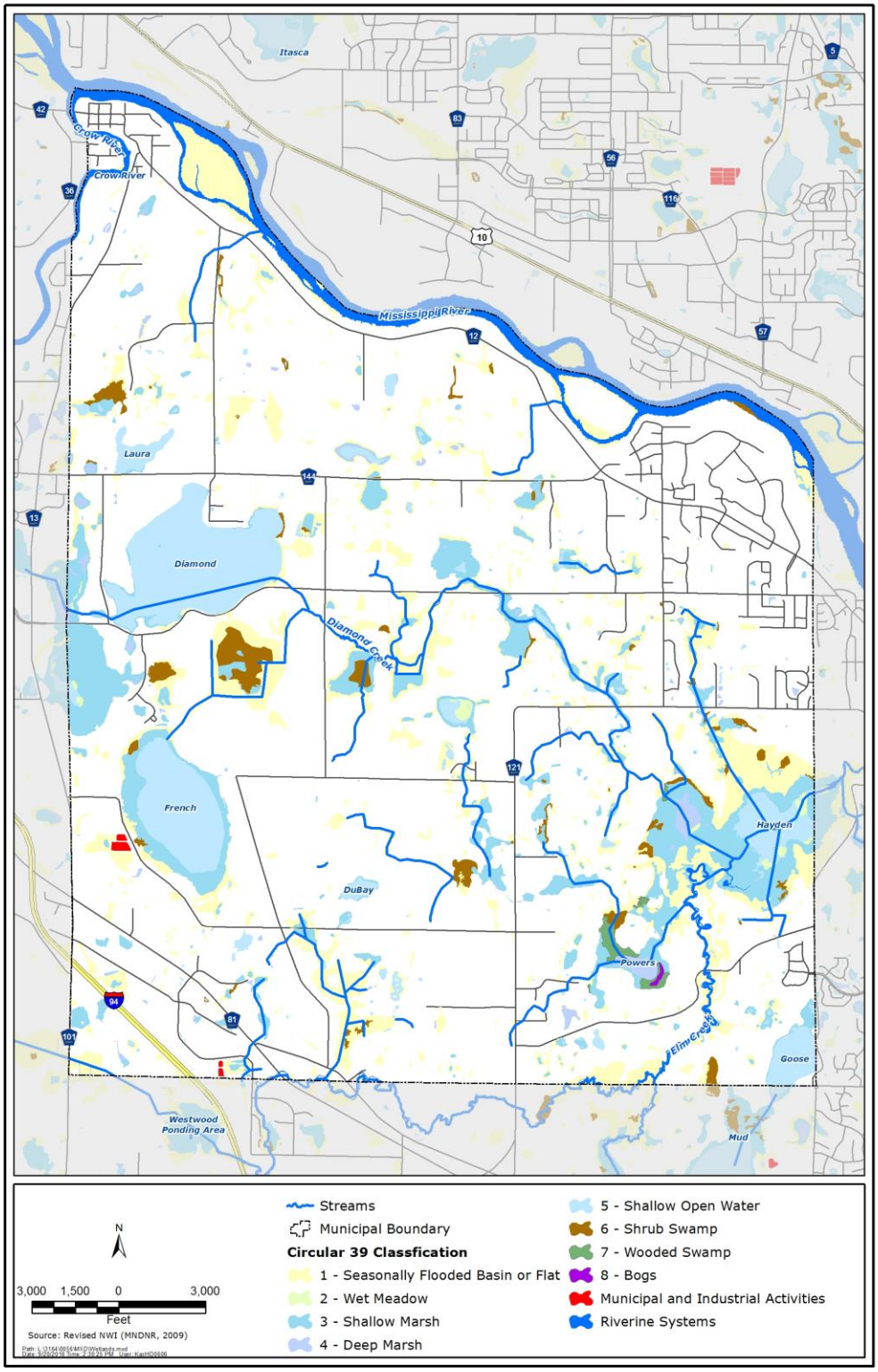

Figure 3.6. Wetlands in Dayton.

3.6 FLOODING

Flooding effects may range from personal nuisance to property damage or loss to injury or death. Floodplain areas flood most often and severely. Land use regulations define the floodplain as the area covered by the flood that has a one percent chance of occurring each year, also known as the 100-year flood. The floodplain is divided into two zoning districts: the floodway and flood fringe. The floodway includes the river channel and nearby land areas which must remain open to discharge the 100-year flood. The flood fringe, while in the floodplain, lies outside the floodway.

In 1968, Congress created the National Flood Insurance Program (NFIP) to make flood insurance available to property owners at federally subsidized rates. Community participation in the NFIP requires adoption and administration of a local floodplain ordinance based on Flood Insurance Rate Maps (FIRMs) and a corresponding Flood Insurance Study (FIS) that identifies floodplain boundaries and elevations of floodplain depths (where available).

Hennepin County recently completed a County-wide Floodplain Restudy and thereby the City of Dayton has updated FIRMs and FIS. The individual map panels and insurance study can be viewed at City Hall, Hennepin County Environmental Services or through FEMA's online Flood Map Service Center. Figure 3.7 shows the 100-year floodplain in Dayton, or the parts of Dayton that annually have a 1 percent chance of flooding

3.7 REGULATED WATERS

Figure 3.8 is a combined map that depicts wetlands, lakes, ponds, rivers streams and floodplain that is inventoried or regulated through the National Wetlands Inventory, the Wetland Conservation Act, the Public Waters Inventory, pubic drainage law or the National Flood Insurance Program. Each component has federal, state or local program oversight.

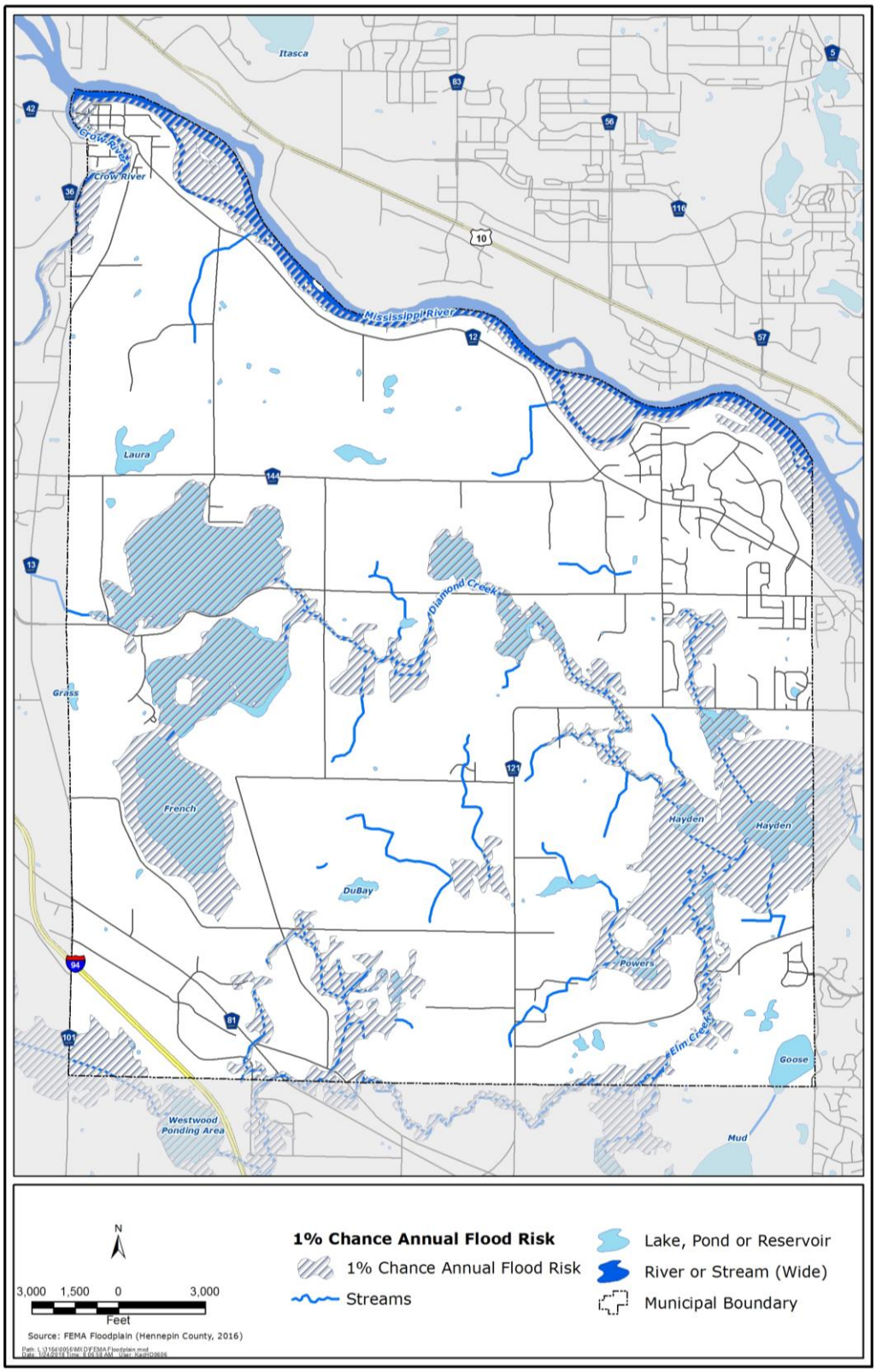

Figure 3.7. FEMA 100-year floodplain in Dayton.

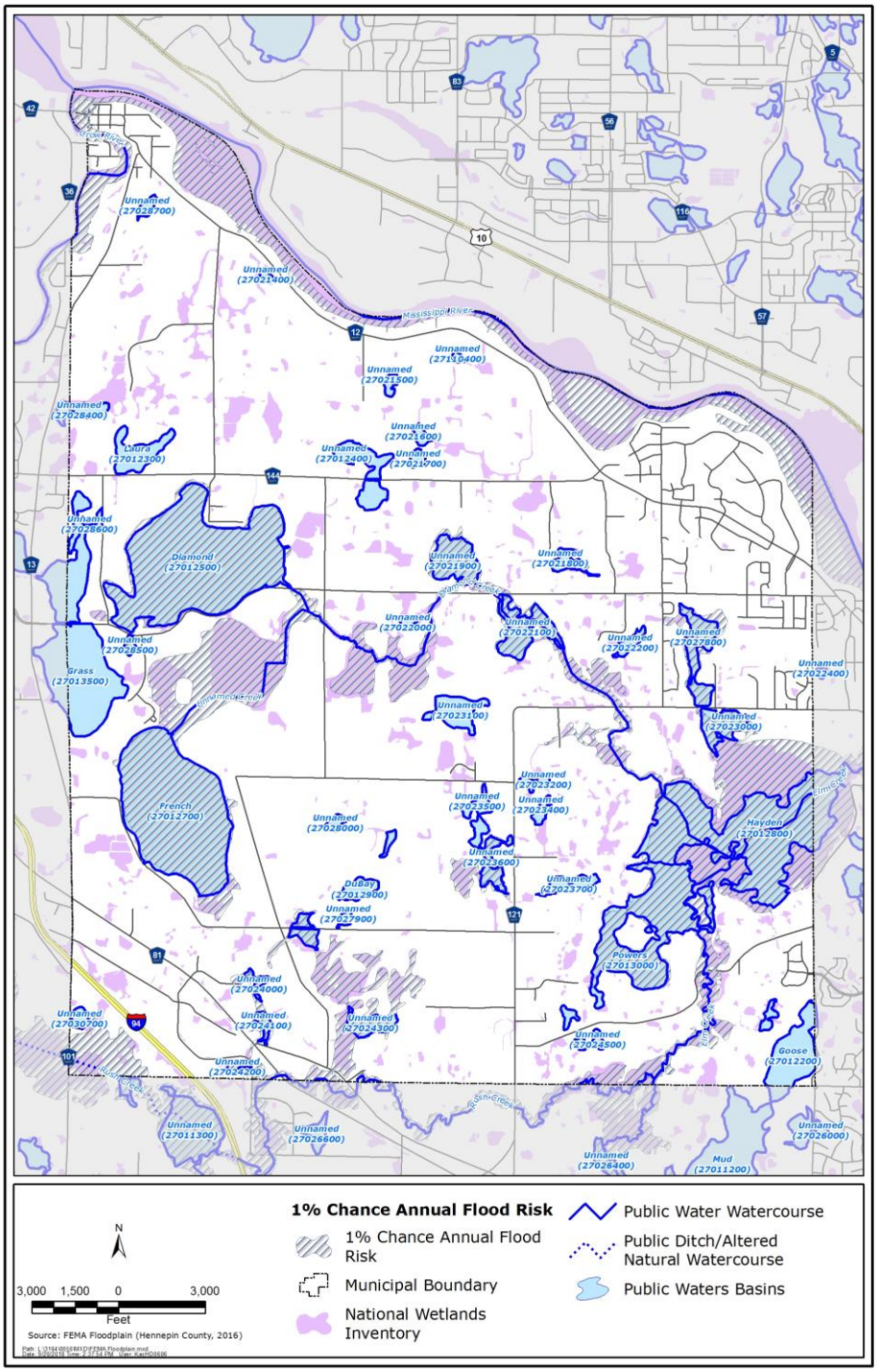

Figure 3.8. Regulated areas in Dayton, including FEMA 100-year floodplain, wetlands and public waters.

4.0 Assessment of Problems, Issues, and Requirements

4.1 PROBLEMS, ISSUES AND REQUIREMENTS IDENTIFICATION

Local water management problems, issues and requirements were identified by reviewing:

- Statutory requirements for LWMP
- The 2008 Dayton Local Surface Water Management Plan
- Water body inventories and data
- Input solicited from the public, the City of Dayton's Park Commission, City staff, and state and local agency staff

Table 4.1 summarizes Dayton's problems, issues and requirements by category. After the problems, issues and requirements were identified, staff and the Park Commission collaborated to identify goals and policies and to prioritize potential solutions to help the City of Dayton accomplish the goals of this Plan. Table 6.2 later in this Plan shows how the actions in the Implementation Plan address each of these problems and issues.

Table 4.1. Identified problems, issues and requirements.

Category	Identified Problems and Issues
Water Quality	Development and redevelopment projects have the capacity to negatively impact stormwater quality.
	Lakes and streams in the City are listed on the Clean Water Act Section 303(d) TMDL List of Impaired Waters. Load allocations were given to these water bodies in the 2016 Elm Creek WMC TMDL and solutions were identified in the 2016 Elm Creek WMC WRAPS.
	Ongoing stormwater system maintenance is needed to protect and improve surface waters, ensure system integrity, and fulfill NPDES permit obligations.
	If use of shorelands is uncontrolled, this can lead to pollution of public waters.
	There are six feedlots in Dayton. Feedlots have the potential to pollute surface and groundwater.
	Individual sewage treatment systems have the potential to pollute surface water and groundwater.
	Areas of groundwater used for drinking water supply must be protected from contamination.
Water Quantity	Development can cause excessive stormwater volumes and runoff rates and subsequent flooding if not properly planned for.
	Groundwater stores could diminish without efforts to promote of groundwater recharge.

Category	Identified Problems and Issues
Wetlands	Wetlands provide numerous benefits for water quality, habitat, flooding and erosion, aesthetics and recreation, and should therefore be protected and preserved.
	For two main purposes, the City needs wetland data. First, the City has limited resources to put toward wetland management and needs data to most effectively allocate resources. Second, assessing wetlands prior to development helps ensure that wetlands will be protected from degradation.
Erosion and Sediment Control	Sediment discharge from construction sites into surface waters and drainageways must be minimized.
	Erosion along ditch- and stream-banks contributes sediment to surface waters and degrades water quality, yet has not been systematically assessed.
Fish, Wildlife and Recreation	Water quality should be protected or improved as needed to protect or manage recreational opportunities.
	As water quality and clarity improves, aquatic vegetation management may be needed to reduce invasive species, encourage beneficial vegetation and allow recreational usage.
	Control of AIS is a continuing concern, particularly in Diamond Lake with the rise of curly-leaf pondweed.
	The Mississippi River bordering Dayton is designated as the Mississippi River Critical Area Corridor and an Outstanding Resource Value Water. These designations come with land use, development and stormwater discharge requirements.
Regulatory Requirements and Operational Policies	Limited budget is available to implement NPDES Phase II MS4 Permit requirements, requiring prioritization of resources.
	The MPCA plans to issue a new NPDES Phase II MS4 Permit in 2018 and all MS4s will have to apply for coverage under this Permit.
	Minimal Impact Design Standards (MIDS) are available to reduce the cost of controlling runoff and protecting/ improving water quality. MIDS are stormwater management standards that guide development to mimic a site's natural hydrology.
	City goals, policies and ordinances to help protect natural resources will need review and refinement for consistency with NPDES, Metropolitan Council, MDNR, MPCA, Elm Creek WMC and BWSR requirements, including but not limited to MS4, ISTS, feedlot, floodplain, shoreland, Mississippi River Corridor Critical Area and wetland requirements.
Education and Outreach	Education and outreach efforts could be expanded, and new educational opportunities could be added for targeted groups as needs are identified.
Maintenance Requirements	Stormwater pond maintenance and repair needs should be identified, such as the need for creation/ restoration of storage capacity, repair of erosion issues, and addition of alternative stormwater treatment techniques.

Category	Identified Problems and Issues
Maintenance Requirements (cont.)	Street sweeping, sump manhole cleaning and regular stormwater facility inspections are necessary on an ongoing basis to help reduce non-point source pollutant loads.
Financial Resources	Financial resources are limited, requiring that certain projects be prioritized.
Collaboration Opportunities	There are opportunities for collaboration with other agencies such as the watershed districts, Hennepin County, the Three Rivers Park District, and state agencies to leverage expertise and resources to finance and construct improvements.

5.0 Goals and Policies

This section of the Plan outlines goals and policies guiding surface water management in the City of Dayton.

5.1 GOALS AND POLICIES

Water Quality

Goal 1. Identify and plan for means to effectively protect and improve water quality.

Policy 1.1. The City shall ensure development and redevelopment projects are in conformance with water quality standards as prescribed in the Minnesota Stormwater Manual, the Metropolitan Council Water Resources Management Policy Plan and other pertinent regional and state BMP documents.

Policy 1.2. Infiltration is a preferred method to manage rate and volume. The City promotes infiltration BMPs that improve water quality.

Policy 1.3. On-site treatment is the preferred method for water quality improvements.

Policy 1.4. The City shall continue to work with stakeholders to address goals for improving water quality of impaired water bodies.

Policy 1.5. The City aims to address pollutant sources to impaired water bodies, as outlined in the 2016 Elm Creek Watershed Management Commission's TMDL and WRAPS studies.

Policy 1.6. The MPCA administers feedlot rules in Hennepin County. The City will ensure compliance with MPCA and Elm Creek Watershed Management Commission feedlot requirements to protect water quality from feedlot impacts; and will enact and enforce a manure management ordinance within one year of plan adoption.

Policy 1.7. The City will continue to administer a Shoreland Zoning ordinance regulating the subdivision, use and development of MDNR designated shoreland areas in order to protect stormwater quality.

Policy 1.8. To protect surface water and groundwater quality, the City will continue to administer an Individual Sewage Treatment Systems (ISTS) ordinance, requiring permits, inspection and maintenance of ISTS, including compliance inspections.

Policy 1.9. To protect groundwater quality, the City shall not encourage infiltration in areas protected by the Wellhead Protection Program.

Goal 2. Protect, preserve, and manage natural surface and constructed retention systems to control excessive volumes and rates of runoff and prevent flooding.

Policy 2.1. The City will revisit the existing city-wide stormwater hydrologic and hydraulic model and Comprehensive Stormwater Management Plan that guides planning efforts for stormwater infrastructure and update to the appropriate NOAA Atlas 14 precipitation estimates.

Policy 2.2. Protect, preserve, and manage natural surface and constructed retention systems to control excessive volumes and rates of runoff and thus prevent flooding.

Policy 2.3. New development and redevelopment shall limit proposed runoff rates to rates of existing conditions for the 2-, 10- and 100-year 24-hour rainfall event, from NOAA Atlas 14 precipitation information, or best available date. The existing condition is defined as pre-development.

Policy 2.4. The 100-year rainfall event elevation shall be established for natural and constructed water bodies. These elevations should be based on the 100-year 24-hour rainfall and the 100-year 10-day snowmelt runoff from NOAA Atlas 14 information or best available data.

Policy 2.5. Stormwater management facilities shall be designed, based on NOAA Atlas 14 information or best available data, to manage the 100-year critical rainfall event.

Policy 2.6. Storm sewer shall be designed for at least the 10-year rainfall event using the rational method and Intensity Duration Frequency curves from NOAA Atlas 14 precipitation information, or best available data.

Policy 2.7. The City will continue to administer a Floodplain Ordinance to regulate the development and land use activities in special flood hazard areas.

Policy 2.8. The low floor elevation of all new structures shall be a minimum of 2 feet above the 100-year high water level. The low structure elevation, defined as the lowest ground elevation adjacent to a structure, will be at least 1 foot above the as-built emergency overflow elevation of any area where surface water is impounded during a flood event.

Policy 2.9. Where structures are proposed below the overflow elevation for a land-locked basin, the low structure elevation, defined as the lowest ground elevation adjacent to a structure, will be a minimum of 2 feet above the peak water elevation as determined by the critical back-to-back 100-year storm event, or five feet above the critical 100-year storm event, whichever is higher.

Policy 2.10. Infiltration is a preferred method to manage rate and volume. Infiltration BMPs shall be implemented where feasible on developed sites to minimize runoff.

Policy 2.11. The City will coordinate as appropriate for the removal of deadfall in creek channels provided the deadfall is no longer attached to the land.

Goal 3. Enhance groundwater recharge.

Policy 3.1. Require infiltration of stormwater where it is feasible, in accordance with the MDH's Evaluating Proposed Stormwater Infiltration Projects in Vulnerable Wellhead Protection Areas and with the City's NPDES MS4 Stormwater Permit requirements.

Policy 3.2. The City recognizes the opportunity to reuse water where appropriate and encourages reuse for irrigation purposes.

Wetlands

Goal 4. Protect and preserve wetlands through administration of the Wetland Conservation Act.

Policy 4.1. The City will continue to act as the responsible LGU for the administration of the Minnesota Wetland Conservation Act for project sites that have potential wetland impacts.

Policy 4.2. The City will continue to administer wetland protection and mitigation in accordance with the Minnesota Wetland Conservation Act and the City's Wetland Ordinance.

Erosion and Sediment Control

Goal 5. Control or manage sediment discharge into surface waters and drainageways.

Policy 5.1. To prevent sediment pollution from constructions sites, the City will continue to administer a Construction Site Stormwater Runoff Control ordinance and a Post-Construction Stormwater Management ordinance.

Policy 5.2. To protect stormwater from sediment and other pollutants, the City will continue to administer an Illicit Discharge Detection and Elimination ordinance.

Policy 5.3. Erosion and sediment control plans shall be required for all land disturbance activities greater than one acre, and shall be consistent with City standards and the requirements of the NPDES construction permit.

Policy 5.4. Require erosion and sediment control training for staff that are responsible for inspecting erosion control.

Policy 5.5. Require the use of BMPs for erosion and sediment control as specified in City ordinance, the Minnesota Stormwater Manual and other pertinent regional and state BMP documents.

Fish, Wildlife and Recreation

Goal 6. Protect and enhance fish and wildlife habitat and water related recreational amenities.

Policy 6.1. The City will ensure compliance with State buffer law requirements and amend existing ordinances as needed to maintain permanent vegetative buffers around waterbodies.

Policy 6.2. When appropriate, the City will coordinate with Hennepin County and other stakeholders to address Aquatic Invasive Species (AIS) in selected waterbodies.

Policy 6.3. When appropriate, the City will explore opportunities to establish new water related recreational amenities.

Policy 6.4. The City will continue to administer a Mississippi River Corridor Ordinance pertaining to land use, development, and stormwater discharge to meet the requirements of the Mississippi River Critical Area Corridor and the Outstanding Resource Value Water designation of the Mississippi River.

Regulatory Programs

Goal 7. Manage the City's surface waters consistent with best practices and the City's NPDES MS4 Permit's SWPPP.

Policy 7.1. Implement the City's NPDES Phase II Permit's SWPPP.

Policy 7.2. The City will actively inspect, and properly operate, maintain and repair its stormwater system. The City will follow a regular inspection, cleaning, and repair schedule. Frequency of maintenance will occur at intervals specified in the SWPPP.

Policy 7.3. The City will follow BMPs on its own lands and for City projects (including street reconstruction) in accordance with the NPDES construction site permit and the City's NPDES MS4 Permit.

Goal 8. Manage the City's surface waters consistent with other state and federal requirements.

Policy 8.1. City goals, policies and ordinances shall be consistent with NPDES, Metropolitan Council, MDNR, MPCA, Elm Creek Watershed Management Commission and BWSR requirements, including but not limited to MS4, ISTS, feedlot, floodplain, shoreland, Mississippi River Corridor Critical Area and wetland requirements.

Education and Public Involvement

Goal 9. Inform the public about urban stormwater management and potential pollutants according to the requirements of the City's NPDES MS4 permit.

Policy 9.1. Involve and educate residents in water resource related issues where appropriate.

5.2 RELATIONSHIP TO OTHER AGENCIES' GOALS AND POLICIES

The recommendations set forth in this Plan were developed to be consistent with local, regional, state, and federal rules, goals and policies including:

- Local Water Management Rules Chapter 8410
- Wetland Conservation Act and Minnesota Rules Chapter 8420
- Minnesota Pollution Control Agency Water Quality Standards Chapter 7050
- U.S. Army Corps of Engineers Section 404 Clean Water Act
- Elm Creek Watershed Management Commission Watershed Management Plan
- North Fork Crow River One Watershed One Plan
- Metropolitan Council Water Resources Management Policy Plan
- DNR's *Strategic Conservation Agenda 2009-2013*
- MPCA's 2013 Nonpoint Source Management Program Plan
- Upper Mississippi River Basin Plan
- Metropolitan Council's Regional Park Policy Plan

6.0 Implementation Plan

6.1 PRIORITIZATION

A priority system was developed to reflect the City's responsibility to protect the health, safety, and general welfare of the environment and its citizens by addressing problems and issues specific to the City. Prioritizes were noted as "High" or "Medium" based on a combination of the following factors during development of the Implementation Plan.

- Corrective actions required
- Steps needed to alleviate or prevent future water management problems
- Existing goals and policies as well as changes needed to reflect upcoming regulatory needs and requirements
- Programs currently in place or required in the future to monitor and evaluate the effectiveness of the water management programs or policies enacted
- Funding availability
- Overall water management concerns within the City
- Requirements of the NPDES Phase II permit
- Educational programs currently provided by the City and where they need supplementation
- Completed, pending or expected TMDLs and implementation activities

6.2 REGULATORY PROGRAM

Numerous local, state, and federal agencies regulate water resources in Dayton. However, the primary regulators are the City of Dayton, Elm Creek Watershed Management Commission, the MDNR, the MPCA and the MDH.

6.2.1 Current City Ordinances

As listed in Section 2.1, Dayton has enacted numerous policies and ordinances regulating and managing water resources. Management of water resources has been an important consideration throughout the City's development history. Existing water resource related policies and local controls (City Code sections) include:

- Wastewater, Sanitary Sewer System (Chapter 51)
  - Sanitary Sewer Discharges (Chapter 51.01-51.06)
  - Individual Sewage Treatment Systems (Chapter 51.20-51.30)
  - Wastewater Treatment and Collection Facilities (Chapter 51.40-51.99)

- Water System (Chapter 52)
  - General Provisions (Chapter 52.001-52.015)
  - Water Usage (Chapter 52.050-52.056)

- Storm Water Management (Chapter 151)
  - Storm Water Pollution Prevention Plan Submittal Procedures (Chapter 151.07)
  - Storm Water Pollution Prevention Plan Review Process (Chapter 151.08)
  - Minimum Construction Site Best Management Practices (Chapter 151.09)

- Public Property; Improvements and Excavations (Chapter 153)
    - Excavations (Chapter 153.15-153.21)

- Land Usage (Chapter 1000)

- Zoning (Chapter 1001)
    - Mississippi River Corridor (Chapter 1001.07)
    - Shoreland Zoning (Chapter 1001.08)
    - Floodplains (Chapter 1001.09)
    - Landscaping and Screening Chapter 1001.24)
    - Steep Slopes (Chapter 1001.26)
    - Wetlands (Chapter 1001.27)
    - Construction Site Runoff Control (Chapter 1001.33)
    - Storm Water Illicit Discharge and Illicit Connection (Chapter 1001.34)

- Subdivisions (Chapter 1002)
    - Growth Management (Chapter 1002.14)
    - Conservation Subdivision (Chapter 1002.15)

Further, the City recognizes its responsibility to protect property and other resources from adverse impacts due to new development and redevelopment. In order the minimize these impacts, the City has developed design guidelines. These design guidelines are consistent with the standards of the Elm Creek Watershed Management Commission, which are documented in the Elm Creek Watershed Management Plan. The City's design standards are available on the City of Dayton website and may be updated periodically.

The 2007 Local Surface Water Management Plan included a city-wide hydrologic and hydraulic model to guide city planning efforts for its storm sewer infrastructure. Truck storm sewer, regional ponds and lift stations were primarily sized, site and priced with information produced in the model. The model was developed in HydroCAD and calculated in accordance with SCS TR-20 methodology. Since 2007, the model has been used by developers to properly size development in terms of volume, rate and flow. The City is committed to revisiting the model and updating to the appropriate NOAA Atlas 14 precipitation estimates and the subsequent model update is referenced in the Implementation section.

6.2.2 NPDES MS4 Permit Requirements

The State's General NPDES MS4 Permit was reissued on August 1, 2013, and Dayton was issued coverage under this permit. The City's SWPPP associated with this permit identified a number of BMPs that the City needs to initiate or update. Implementation of these BMPs are detailed in the City's Annual Report and are reviewed at an annual public meeting prior to submittal of the annual report to the City Council and MPCA. The City's water resources and engineering staff are also working towards comprehensive ArcGIS mapping of storm sewer systems, stormwater ponds and other water resources in the City as part of the NPDES Phase II Stormwater Permit requirements. The State's General Permit is expected to be reissued some time in 2018, after which the City will have to reapply for coverage under the State's permit and update their SWPPP once again.

6.2.3 Elm Creek Watershed Management Commission Requirements

The City is situated entirely within the jurisdictional boundaries of the Elm Creek Watershed Management Commission. Land-alteration activities that meet certain thresholds must comply with Elm Creek Watershed Commission rules regarding stormwater management, sediment and erosion control, floodplain management and drainage alterations, bridges and culvert crossings, and buffers along water resources. The Elm Creek Watershed Management Commission must recommend these projects for approval before the City of Dayton issues a permit.

6.3 IMPLEMENTATION PROGRAMS AND PROJECTS

6.3.1 Education and Outreach

The City will carry out education and public outreach in accordance with MS4 requirements. The City will also take advantage of additional opportunities such as public functions where educational materials can be distributed. The City will conduct the following outreach activities:

- Maintain stormwater educational materials on website
- Distribute educational brochures at public facilities
- Conduct Annual Stormwater Public Meetings
- Distribute educational information on utility bills
- Host catch basin stenciling events
- Review MS4 Minimum Control Measure 1 opportunities and improve as needed
- Explore the possibility for educational partnerships with West Metro Water Alliance, Elm Creek Watershed Management Commission and other organizations

6.3.2 Maintenance and Operations

The City periodically updates and revises its Stormwater Inventory Inspection and Maintenance Plan. This Plan includes both activities necessary to meet NPDES Phase II permit obligations as well as general operations and maintenance activities. These include:

- Stormwater pond inspections
- Street and parking lot sweeping
- Catch basin inspection, cleaning, and repair
- Sump catch basin inspection, cleaning, and repair
- Sediment removal as needed
- Televising, jetting, and repair of storm sewers and culverts
- Treatment effectiveness evaluation
- Illicit discharge detection and elimination

The City is in the process of developing up to date GIS shapefiles containing information about water bodies, stormwater facilities and stormwater infrastructure. In addition, the City is developing a program to link maintenance records with GIS records to create a dynamic information system.

6.3.3 Capital Improvement Plan

The 2018 to 2027 Stormwater Capital Improvement Plan (CIP) is outlined in Table 6.1 below. Local stormwater CIPs include projects or actions that help restore or enhance the

stormwater system, lakes and/or streams. These may consist of pond maintenance, installation of BMPs, inventories, feasibility studies or capital projects such as alum treatments, rough fish management, invasive aquatic vegetation management and streambank stabilization.

Typically, only priority projects are included in the CIP. This CIP is regularly reviewed and updated, and projects are added or re-prioritized as more or better information is available or as new problems or opportunities arise. Note that the cost listed in Table 6.1 represents the total cost of the project and not the cost to the City. The cost of the project may be shared by grants, the Elm Creek Watershed Management Commission, the City and other sources.

Table 6.1. City of Dayton 2018- 2027 Stormwater Capital Improvement Plan (CIP).

Item	Cost	Year	Paid By
Surface Water Management Plan	$27,000	2018	City
Comprehensive Stormwater Management Plan and model	$80,000	2019	City
Oakview Lane Ravine Stabilization	$75,000	2020	City
Diamond Creek Subwatershed Assessment	$52,000	2020	City
Rush Creek Stabilization	$110,000	2023	City
Stormwater Pond EC-S1P	$615,000	2018	Developer
Stormwater Pond RC-N3P	$685,000	2019	Developer
Stormwater Pond EC-W7P	$305,000	2020	Developer
Stormwater Pond DC-DL8P	$960,000	2021	Developer
Stormwater Pond RC-E2P	$65,000	2022	Developer
Stormwater Pond EC-S3P	$205,000	2023	Developer
Stormwater Pond DC-FL1P	$860,000	2024	Developer

6.4 ADDRESSING IDENTIFIED PROBLEMS AND ISSUES

As noted earlier in Table 4.1 of this Plan, the planning process revealed a number of problems and issues. Table 6.2 repeats those by category and describes how each was addressed in this Plan.

Table 6.2. Implementation actions addressing identified problems and issues.

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
Water Quality	Development and redevelopment projects have the capacity to negatively impact stormwater quality.	Update the City's Stormwater Management Plan and Model to implement the most current Elm Creek WMC volume, rate control and water quality standards to improve urban stormwater management to NOAA Atlas 14 standards.	2019	$50,000-$80,000/General Funds	High
	Lakes and streams in the City are listed on the Clean Water Act Section 303(d) TMDL List of Impaired Waters. Load allocations were given to these water bodies in the 2016 Elm Creek WMC TMDL and solutions were identified in the 2016 Elm Creek WMC WRAPS.	Develop a vegetation plan to manage curly-leaf pondweed in Diamond Lake to comply with the Elm Creek WMC's WRAPS requirement.	2021	$20,00/Grants, County AIS funds	Medium
		Conduct an Internal Load Management Plan to evaluate internal load reduction options, feasibility and costs for Diamond Lake to comply with the Elm Creek WMC's WRAPS requirement.	2020	$20,000/Grants	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
		Management options for Diamond Lake from the Internal Load Management Plan: Alum treatment, common carp management/fish management, lake-wide curly-lead pondweed treatments, full/partial lake drawdown.	2021	$100,000-$1,000,000/Grants, partnerships	High
		Develop, administer and enforce a Manure and Fertilizer Management ordinance within one year of Plan adoption to comply with the Elm Creek WMC's rule requirement.	2019	$5,000/General Funds	High
		Conduct early morning longitudinal DO surveys along Diamond Creek to determine specific reaches that may be causing low DO and begin strategies for improvement	2021	$25,000/Grants	Medium

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
	Ongoing stormwater system maintenance is needed to protect and improve surface waters, ensure system integrity, and fulfill NPDES permit obligations.	Identify and manage stormwater system maintenance needs through practices such as annual stormwater inspections, facility inspections, street sweeping, manhole cleaning, and capital projects such as targeted pond cleanouts, road maintenance, and facility improvements.	Ongoing	Development revenue	High
	If use of shorelands is uncontrolled, this can lead to pollution of public waters.	Continue to administer a Shoreland Zoning ordinance regulating the subdivision, use and development of DNR designated shoreland areas.	Ongoing	Permit fees	High
	There are six feedlots in Dayton. Feedlots have the potential to pollute surface and groundwater.	The MPCA administers the feedlot program for Hennepin County, including the City of Dayton. The City, however, will develop, administer and enforce a Manure and Fertilizer Management ordinance within one year of Plan adoption to comply with the Elm Creek WMC's rule requirement.	2019	$5,000	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
	Individual sewage treatment systems have the potential to pollute surface water and groundwater.	Continue to administer an Individual Sewage Treatment Systems (ISTS) ordinance, requiring permits, inspection and maintenance of ISTS, including compliance inspections.	Ongoing	Permit fees	High
		Update the ISTS ordinance as needed.	2019	$5,000	High
		Inventory parcels containing ISTS and assess compliance information for each.	2019-2020	$75,000/grant	High
	Areas of groundwater used for drinking water supply must be protected from contamination.	Coordinate infiltration requirements with the City's Wellhead Protection Plan.	Ongoing	$2,000	High
Water Quantity	Development can cause excessive stormwater volumes and runoff rates and subsequent flooding if not properly planned for.	Update the City's Stormwater Management Plan and Model to implement the most current Elm Creek WMC volume, rate control and water quality standards to improve urban stormwater management to NOAA Atlas 14 standards.	2019-2020	$50,000-$75,000/General Funds	High
		Require as-built plans for all completed construction projects to ensure projects were constructed as planned.	Ongoing	Varies (development revenue, general funds)	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
		Look for opportunities to delineate un-numbered A-zone floodplain through state grants, cost-share or development.	Ongoing	Grants	Medium
	Groundwater stores could diminish without efforts to promote of groundwater recharge.	Implement the Elm Creek WMC volume control standard to promote infiltration BMPs and enhance groundwater recharge.	Ongoing	Grants	High
		Look for opportunities to reuse water, especially for irrigation purposes, and implement reuse when feasible.	2019	$5,000	High
Wetlands	Wetlands provide numerous benefits for water quality, habitat, flooding and erosion, aesthetics and recreation, and should therefore be protected and preserved.	Continue to act as the LGU for WCA administration and administer the City's Wetlands ordinance.	Ongoing	General Funds	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
	For two main purposes, the City needs wetland data. First, the City has limited resources to put toward wetland management and needs data to most effectively allocate resources. Second, assessing wetlands prior to development helps ensure that wetlands will be protected from degradation.	Develop a Wetland Management Plan that includes both a comprehensive wetland inventory and wetland function and values assessment.	2019	$20,000/General Funds, Grants	Medium
Erosion and Sediment Control	Sediment discharge from construction sites into surface waters and drainageways must be minimized.	Continue to implement MS4 Permit Minimum Control Measures that help control construction site sediment: the Construction Site Runoff Control ordinance, the Illicit Discharge Detection & Elimination ordinance and the Post-Construction Stormwater Management ordinance.	Ongoing	$5,000/General Funds	High
		Require erosion and sediment control plans for all land disturbance activities greater than one acre.	Ongoing	General Funds/Development Revenue	High
		Require training for staff that are responsible for erosion control inspections.	Annual/Ongoing	General Funds	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
		Require the use of BMPs for erosion and sediment control as specified in City ordinance, the Minnesota Stormwater Manual and other pertinent regional and state BMP documents.	Ongoing	General Funds	High
	Erosion along ditch- and stream-banks contributes sediment to surface waters and degrades water quality, yet has not been systematically assessed.	Perform a geomorphological assessment of all streams and ditches in the City to identify hotspots of bank erosion and candidate stream reaches for restoration.	2020	$50,000/Grant, partnerships	Medium
Fish, Wildlife and Recreation	Water quality should be protected or improved as needed to protect or manage recreational opportunities.	Implement the water quality improvement action items listed above; water quality improvement is intended to create better habitat for wildlife and better fishing, swimming and boating opportunities for citizens.	Ongoing	General Funds/Grants	High
		Develop lake management plans for Diamond and French Lakes.	2021	$20,000/Grants	

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
	Control of AIS is a continuing concern, particularly in Diamond Lake with the rise of curly-leaf pondweed.	Work with the MDNR, Three Rivers Park District, Metropolitan Council, Hennepin County and Elm Creek WMC to undertake actions such as watercraft inspections, biocontrol, fish restocking, or other similar AIS prevention or management activities.	2020	$15,000/Grants	High
	The Mississippi River bordering Dayton is designated as the Mississippi River Critical Area Corridor and an Outstanding Resource Value Water. These designations come with land use, development and stormwater discharge requirements.	Continue to administer a Mississippi River Corridor Ordinance pertaining to land use, development, and stormwater discharge near the Mississippi River.	Ongoing	General Funds	High
Regulatory Requirements and Operational Policies	Limited budget is available to implement NPDES Phase II MS4 Permit requirements, requiring prioritization of resources.	Maintain a budget that prioritizes operating programs and projects to address both regulatory and operational needs and water resource improvements based on current information.	Ongoing	$8,000/General Funds	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
	The MPCA plans to issue a new NPDES Phase II MS4 Permit in 2018 and all MS4s will have to apply for coverage under this Permit	Reapply for coverage under the MPCA's 2018 NPDES Phase II MS4 Permit. Based on the Minimum Control Measures specified in the new Permit, this may require ordinance revisions.	2019	$5,000/General Funds	High
	Minimal Impact Design Standards (MIDS) are available to reduce the cost of controlling runoff and protecting/ improving water quality. MIDS are stormwater management standards that guide development to mimic a site's natural hydrology.	Continue to work with developers to incorporate MIDS standards into new development and redevelopment projects during permit reviews, making use of BMPs described in the *Minnesota Stormwater Manual*.	Ongoing	Development Revenue/General Funds	Medium
	City goals, policies and ordinances to help protect natural resources will need review and refinement for consistency with NPDES, Metropolitan Council, MDNR, MPCA, Elm Creek WMC and BWSR requirements, including but not limited to MS4, ISTS, feedlot, floodplain, shoreland, Mississippi River Corridor Critical Area and wetland requirements.	Review and, if needed, update ordinances relating to natural resources (e.g., ordinances related to MS4 requirements, ISTS, feedlots, shoreland, Mississippi River Corridor Critical Area and wetlands).	Annual/Ongoing	General Funds	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
Education and Outreach	Education and outreach efforts could be expanded, and new educational opportunities could be added for targeted groups as needs are identified.	Continue education and outreach efforts such as those listed in Section 6.3.1.	Ongoing	General Funds	High
		Add new educational programs as needs are identified.	Ongoing	General Funds	
Maintenance Requirements	Stormwater pond maintenance and repair needs should be identified, such as the need for creation/ restoration of storage capacity, repair of erosion issues, and addition of alternative stormwater treatment techniques	Conduct a systematic stormwater basin inventory and maintenance assessment to assess the condition of public stormwater infrastructure, such as infiltration basins, stormwater wetlands and constructed stormwater ponds. Address identified problems through the CIP or other programs.	Ongoing	General Funds	High
	Street sweeping, sump manhole cleaning and regular stormwater facility inspections are necessary on an ongoing basis to help reduce non-point source pollutant loads.	Administer a maintenance program that includes provisions for regular and special street sweeping; inspection and maintenance of sump manholes and catch basins; basin inspections and repairs; illicit discharge detection; and erosion control.	Ongoing	General Funds	High

Category	Identified Problems & Issues	Identified Solution	Implementation Schedule	Estimated Cost/Source	Priority
Financial Resources	Financial resources are limited, requiring that certain projects be prioritized.	Prioritize operating programs and projects that address both regulatory and operational needs and water resource improvements.	Ongoing	General Funds	High
		Leverage available funding by collaborating with partners and seeking grant funding.	Ongoing	Grants	High
		Evaluate and adjust the rate schedule periodically, taking into consideration both project needs and budget requirements.	Annually	General Funds	High
		Consider developing and implementing a stormwater utility fee.	When Appropriate	$15,000/General Funds	Medium
Collaboration Opportunities	There are opportunities for collaboration with other agencies such as the watershed districts, Hennepin County, the Three Rivers Park District, and state agencies to leverage expertise and resources to finance and construct improvements.	Continue to collaborate with the Elm Creek WMC and other relevant agencies to identify and complete capital projects.	Ongoing	Grants/General Funds	High

7.0 Funding Considerations

The City will fund the Implementation Program and Projects detailed above through a combination of funding sources. The primary source of funds will be City's Capital Improvement Project (CIP), the General Fund and through Developer's Agreements.

7.1 WATERSHED COMMISSION FUNDING

Some projects are eligible for cost share by the Elm Creek Watershed Management Commission. The ECWMC has in place cost-sharing policies and a procedure to determine the watershed-wide benefit of improvements petitioned. Projects and programs funding requests must be brought forward by the City to the watershed district for individual consideration.

7.2 OTHER FUNDING SOURCES

A number of grant opportunities are available that might supplement City funding which should be evaluated as projects are scheduled. The City will pursue Clean Water Fund grants from the Legacy Amendment, and that will continue to be a source of potential funding. The Department of Natural Resources maintains a number of relevant grant programs. Most of these grants require a 25-50 percent match. The MPCA also administers several grant and loan programs, although these are targeted to water resource studies and TMDL studies. The availability of funds will be evaluated as project needs arise.

8.0 Plan Updates

8.1 PROCESS

The Dayton Local Water Management Plan extends from 2018 to 2027. However, this document is intended to be a planning tool that will adapt to changing needs and requirements in management practices and financial resources. For example, the Implementation Plan will be reviewed and updated as needed and the financial analysis will be reviewed annually and updated as the City's annual CIP and project needs are evaluated and completed.

In the event that the City, in the future, elects to exercise sole regulatory authority over activities subject to one or more of the Elm Creek Watershed Management Commission rules, the City will amend this LWMP plan to specify the regulatory subject(s) for which it intends to exercise authority. This plan amendment would provide for a process whereby City ordinances addressing the selected subjects would be amended on an ongoing basis to ensure protection of water resources consistent with the thresholds and standards set by the relevant watershed district, and to provide for a process for the City to obtain approval of the relevant watershed district for any proposed activity requiring a variance from an adopted ordinance pertaining to a regulatory subject covered by watershed district rule(s).

The City will submit this plan amendment to the Elm Creek Watershed Management Commission and other relevant watershed organizations for review and approval in accordance with Minnesota Statutes section 103B.235. If this plan amendment is adopted, the City would update its ordinances within one year of receiving notice from the watershed district that it has significantly revised its rules or regulatory standards.

8.2 AMENDMENT PROCEDURES- PUBLIC REQUESTS

Any person either residing in or operating a business within the City may request an update to the LWMP. Requests must be submitted in writing to the City Administrator. The request shall outline the need for the revision as well as any materials the City may need to consider before making its decision. City staff shall review the request and determine whether the request is warranted. Staff shall consider the following options:

- Reject the request as unwarranted.
- Accept the request as a routine issue. Routine issues will be addressed individually as a routine update under Section 7.3 below.
- Accept the request as a major issue. The request and the need for a public hearing will be evaluated by City staff and scheduled with the City Council and the Elm Creek Watershed Management and other relevant watershed organizations for review and consideration. Examples of the types of requests that may require a public hearing and update to the Local Water Management Plan include:
    - Adoption of more stringent official controls,
    - Proposals to discontinue programs, or
    - Actions that would change the Goals of the LWMP.

After review and/or public hearing before the City Council, the request will be approved or denied. If a Plan Update is required as a result the request will be referred to the appropriate watershed district or other agency for comment and approval and a process to update the LWMP will be initiated. Major issues would only become effective upon completion of the Elm Creek Watershed Management and other relevant watershed organizations, Metropolitan Council and City Council review and approval process.

8.3 ROUTINE UPDATES

City staff will review development changes, budget amendment requirements, capital improvement projects, water management-related issues, and NPDES regulatory changes on an annual basis. Routine updates include wetland review results, budget changes, changes in education and outreach programming, basin repair issues, stormwater pond creation or expansions, and databases updates.

9.0 References

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Appendix A

Joint Powers Agreements

AMENDED AND RESTATED
JOINT POWERS AGREEMENT ESTABLISHING
THE ELM CREEK. WATERSHED MANAGEMENT COMMISSION

RECITALS

WHEREAS, on May 12, 1993, pursuant to statutory authority, the Cities of Champlin, Corcoran, Dayton, Greenfield, Maple Grove, Medina, Plymouth and Rogers, the Town of Hassan, and the Hennepin Conservation District adopted a "Joint Powers Agreement for the Establishment of the Elm Creek Watershed Management Commission to Plan, Protect and Manage the Elm Creek Watershed and Adjacent Minor Watersheds" (the "Joint Powers Agreement"); and

WHEREAS, in 2001 the City of Greenfield withdrew from the Agreement; and

WHEREAS, the Cities of Champlin, Corcoran, Dayton, Maple Grove, Medina, Plymouth and Rogers, and the Town of Hassan, 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.

"Elm 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 Elm 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 "Elm 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 Elm Creek Watershed Management Commission. The Commission membership shall include the Cities of Champlin, Corcoran, Dayton, Maple Grove, Medina, Plymouth and Rogers, and the Town of Hassan. 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. § I03B.211.

SECTION THREE
PURPOSE STATEMENT

The purpose of this Agreement is to establish an organization within the Elm 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 Elm Creek Watershed; and (c) cooperate on a united basis on behalf of all units of government within the Elm 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."

4.2. Term. Each Member shall determine the term length for its Commissioner's appointment to the Board. Each Member agrees that it will not remove from the Board its appointed Commissioner before the expiration of his/her term except for just cause. 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. By the first meeting in March 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. Except for the position of chairperson, any 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.

E. 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.

4.5, Quorum and Voting. A minimum of four (4) 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.

4.6.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 shall act on such matter in compliance with Minn. Stat. § 15.99,

B. 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.

C. 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.

D. 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.

E. Where the Commission makes recommendations on any matter to a Member, a Member not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the

Commission within ten days of its decision to act contrary to the Commission's recommendation. The Commission shall review the written statement and, if determined insufficient by the Commission, request written clarification within an additional ten days.

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 which appoints them and are not required to meet statutory qualifications for Commissioners. TAC members may attend and participate in all meetings of the Commission. TAC members shall not have the authority to make motions or vote on matters before the Commission, but shall otherwise have the rights of a Commissioner to question, discuss, debate and comment on all matters before the Commission.

B. Citizen Advisory Committee. If a need is determined by the Commission, the Commission will establish a Citizen Advisory Committee to the Commission,

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. § 471.345) and the Joint Exercise of Powers statute (Minn. Stat. § 471.59). 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 Chance in the Elm Creek Watershed.

A. Enlargement. Proceedings for the enlargement of the Elm 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 Elm 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 Elm 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 Elm 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 Elm 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 Elm 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, The Commission will continue to monitor waterbodies and streams, to evaluate the success of its program to control non-point sources of pollution, and use the results of the water quality monitoring program to determine the progress towards these goals.

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. §§ I03B.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 to the total area in the Watershed.

6.3.Budget Approval and Appeal Process. On or before June 15 of each year, the Board shall adopt an operating budget for the following calendar year for the purpose of providing funds to operate the Commission's

business in accordance with its annual work plan. The operating budget shall never be greater than the equivalent of 0.02418% of total market value on all real property within the Watershed. Budget approval shall require a majority vote of all Commissioners eligible to vote. The Commission shall certify the budget on or before July 1 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, upon notice to all Members and after a hearing, modify or amend the budget (except the fee due cannot be increased), and then give notice to the Members of any and all modifications or amendments. Each Member agrees to provide the funds required by the budget and said determination shall be conclusive if no Member enters objections in writing on or before August 15. If objections are submitted to the Board, each Member agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all Commissioners eligible to vote.

6.4. Supplemental Budget. Upon notice and hearing, the Board by a majority vote of all Commissioners eligible to vote may adopt a supplemental budget requiring additional payments by the Members within 60 days of its adoption. The operating budget, including any supplemental budget, shall never be greater than the equivalent of 0.02418% of total market value on all real property within the Watershed.

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 at least two-thirds of all Commissioners eligible to vote. 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. § I03B.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. The Member governmental units agree that any and all easements or interests in land which are necessary will be negotiated or condemned in accordance with Minn. Stat. Ch. 117 by the unit wherein said lands are located, and each Member agrees to acquire the necessary easements or right-of-way or partial or complete interest in land upon order of the Board of Commissioners to accomplish the purposes of the improvement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a Member government unit determines it is in the best interests of that Member to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, or some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each Member governmental unit may take into consideration the land use for which the additional lands are being acquired and may credit the acquiring municipality for said land acquisition to the extent that it benefits the other Members to this Agreement. Any credits may be applied to the cost allocation of the improvement project under consideration or the Board if feasible and necessary may defer said credits to a future project.

If any Member unit refuses to negotiate or condemn lands as ordered by the Board, any other Member may negotiate or condemn outside its corporate limits in accordance with Minn. Stat. Ch. 117. All Members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within another Member's corporate boundaries within the Watershed except upon order of the Board of Commissioners.

7.8.Capital Improvement Fund.

A. The Commission shall establish an improvement fund for each capital improvement project. Each Member agrees to contribute to said fund its proportionate share of the engineering, construction, legal and administrative costs as determined by the amount to be assessed against each Member as a cost of the improvement. The Board shall submit in writing a statement to each Member, setting forth in detail the expenses incurred by the Commission for each project,

Each Member agrees to pay its proportionate share of the cost of the improvement in accordance with the determination of the Board under Section 7.2. The Board, in its discretion, may require Members to make advance payments based upon estimated costs, subject to adjustment to reflect actual costs, or may bill the Members as costs are actually incurred. Members agree to pay billings within 30 days of receipt. The Board or the Member awarding the

contract shall advise other contributing Members of the tentative time schedule of the work and the estimated times when the contribution shall be necessary.

B. Notwithstanding the provisions of Section 7,8.A,, 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 he 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) Based on each Member's share of the taxable market value of all real property within the Watershed to the total area within the Watershed.

OR

(3) Capital costs allocated under option (2) above may be varied by the Commission by a favorable vote by at least two-thirds of all Commissioners eligible to vote if (a) 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 (b) 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 Minn, Stat, § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the watershed as set forth in the statute.

D. Credits to any Member for lands acquired by said Member to pond or store storm and surface

water shall be allowed against costs as set forth in Section 7.7.

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. Eminent Domain. 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.

10.2. 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.

10.3. Member's Construction Projects that Will Affect Elm Creek. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to or from Elm 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.

10.4. 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.

10.5. 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.

10.6.Termination of Prior Agreement. By executing this document, the parties hereby agree to terminate the prior joint powers agreement, adopted May 12, 1993.

10.7. 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.

10.8.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.

10.9. Duration. This agreement shall have an unlimited duration.

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

CITY OF CHAMPLIN

By: _____
Its Mayor

Dated: 11/10/2003

Attest: _____
Its City Clerk

CITY OF CORCORAN

By: _____
Its Mayor

Dated: November 13, 2003

Attest: _____
Its City Clerk

CITY OF DAYTON

By: _____
Its Mayor

Dated: 4-14-04

Attest: _____
Its City Clerk

CITY OF MAPLE GROVE

By: _____
Its Mayor

Dated: Dec. 15th, 2003

Attest: _____
Its City Clerk

CITY OF MEDINA

By: _____
Its Mayor

Dated: 11-18-2003

Attest: _____
Its City Clerk

CITY OF PLYMOUTH

By:_____
Its Mayor

11-25-03
Dated:

Attest:_____
Its City Clerk_____

CITY OF ROGERS

By:_____
Its Mayor

5-25-04
Dated:

Attest:_____
Its City Clerk

TOWN OF HASSAN

By:_____
Chair of Town Board

Dated: Dec. 7, 2003

Attest:_____
Its Town Clerk

JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into this 13th 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 124th 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. Roger's 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

701 Xenia Avenue South | Suite 300 | Minneapolis, MN 55416 | (763) 541-4800

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
Total Project Costs	**$798,198**

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.

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, Dayton has a public water system that is supplied water from the City of Maple Grove (hereinafter "Maple Grove") which is capable of providing service to Lot 1 Block 1 Kinghorn Industrial Park for an industrial building not to exceed _____ square feet (hereinafter "User") within Rogers; and

WHEREAS, Rogers has a property that is being developed adjacent to Dayton's water system and a distance away from current Rogers water supply; and

WHEREAS, a temporary connection to the Dayton water system and Maple Grove water supply has been requested by Rogers to serve this property until the Rogers system can be extended to the site, which Rogers intends to last for no longer than five years; and

WHEREAS, Rogers understands that no additional connections other than to User will be allowed without prior approval of Dayton and Maple Grove; and

WHEREAS, Rogers and Dayton have discussed the connection with Maple Grove and have received approval for the connection according to a memo of understanding that stipulates a connection charge of $20,000 be paid by Rogers to Maple Grove for five (5) years of service and that if User is still connected after the five year term, that another $20,000 be paid to Maple Grove for a second five year term. Rogers will accurately meter water provided to the User and will provide that information to Dayton and will pay Dayton the charges for said water use consistent with water charges made to similar uses in Dayton, including a reasonable administrative fee of 1% of the water charges made; and

WHEREAS, Maple Grove's water supply is not intended to serve all of fully developed Dayton. If this connection continues to a time when Dayton begins to supplement Maple Grove's water supply with its own water supply,, but no earlier than 10 years from the date of this Agreement,, Dayton will make additional charges to Rogers commensurate with all additional costs to Dayton for providing that service, including trunk and facility charges, and administrative, legal and engineering fees incurred by Dayton; and

WHEREAS, the proposed connection, following the end of this use agreement, can serve as a cross connection between Rogers and Dayton in case there is a need to provide water to one or the other community. Rogers will be paying the entire $21,000 connection cost to provide this emergency cross connection. (This is the full cost of the improvement which would otherwise be split between Dayton and Rogers at $10,500 each.) In consideration for the completion of this emergency cross connection and Rogers paying Dayton's share of half the cost or $10,500, Dayton will not charge Rogers its trunk water main fee ($1200/acre for the 11.69 acres or $14,028. Because this is a temporary connection to last no more than 5 years and assuming a watermain life of 40 years Roger's cost would be 1/8 of $14,028 or $1,753.50); and

WHEREAS, Dayton is willing under the terms of this agreement to make its public water available to User; and

NOW, THEREFORE, IT IS HEREBY AGREED upon this 19th day of June, 2013, pursuant to Minn. Stat.§471.59, between Rogers and Dayton under the terms of this agreement.

1. Purpose. The purpose of this agreement is for Dayton to provide public water service to User within the City of Rogers under the terms of this agreement.

2. Incorporation. The foregoing recitals are incorporated into and made part of this Agreement.

3. Permission to Connect. User will be allowed to connect to the Dayton water system through a public watermain that will connect Rogers and Dayton. The water will be provided from Maple Grove and a connection charge will be paid to Maple Grove amounting to $20,000 for five years of service, prior to commencement of service. If Rogers has not connected the User to Rogers's water within the five year period, Rogers will pay Maple Grove an additional $20,000 for a new five year term, prior to commencement of continued service. Dayton will not require any payment for trunk system improvements and will take the construction of this interconnect as payment in full for the normal trunk fee. Rogers will spend $21,000 to complete the connection to Dayton.

4. Construction. Rogers shall be responsible for construction of all necessary pipes, leads, valves and other appurtenances to allow the User to connect with Dayton's water system. Rogers shall be responsible for all such construction cost and may assess or otherwise charge properties within Rogers. All construction shall be done to specifications consistent with the applicable standards and regulations, including any applicable Dayton construction standards. Dayton 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 Dayton standards.

Charges for Service. Rogers shall pay Maple Grove $20,000 for five years of service and if Rogers is still connected after the five year term, another $20,000 will be paid to Maple Grove for a second five year term. In addition Rogers shall pay to Dayton $3,500 prior to the commencement of service and after connection, Rogers shall pay for ongoing water service at the same rate as Dayton charges its residents, plus an administrative fee of 1% of the water service charges payable to Dayton. The payment shall be made by Rogers on a quarterly basis, upon receipt. The payment made by Rogers shall be accompanied by a Water Use Report or meter reading to provide for actual usage. In the event service continues after the initial five year term, Rogers shall pay to Dayton an additional $3,500 prior to commencement of the additional 5 year term.

5. Reimbursement. Rogers agrees to pay the total amount of any costs, charges, expenses, attorneys' fees and engineering fees incurred by Dayton in relation to this agreement and its implementation. Dayton shall invoice Rogers and Rogers shall remit payment to Dayton within 14 calendar days of the receipt of the invoice.

6. Maintenance/Compliance with Dayton Regulations .Rogers agrees to maintain and operate the public water main system within the corporate boundaries of the City of Rogers in accordance with all Dayton and other applicable State regulations. The City of Dayton shall maintain the water main system within the corporate boundaries of the City of Dayton.

7. Assistance. Rogers and Dayton will work together to answer questions and provide information concerning maintenance, billing and other common areas of concern between the cities.

8. Arbitration. All disputes between the parties shall be resolved by arbitration pursuant to Minn. Stat. Chapt. 572. If the parties cannot agree on the arbitrator, the arbitrator shall be appointed through application to the Hennepin County District Court.

9. Contingencies. This agreement is contingent upon all necessary approvals by the Minnesota Department of Health and Maple Grove for the water service described herein.

10. Default and Termination. In the event payments due to Dayton are not made as required the City may terminate this Agreement upon ten days notice to Rogers. Upon any termination of the Agreement, upon the effective date of termination, the Dayton may discontinue the provision of water to Rogers under this Agreement and shall have no liability to Rogers for such termination; and, Rogers shall defend, indemnity and hold Dayton harmless from any all claims, including without limitation from the User, or any other owners, tenants or occupants of the property of the User.

11. Term of Agreement. Dayton may terminate this Agreement upon 6 months written notice if Dayton reaches capacity of water from Maple Grove, Rogers will be responsible to provide water service to the site. Provided, however, this Agreement shall terminate when the User can be served by a water system operated by Rogers or ten years from the date of this Agreement, whichever comes first.

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	CITY OF DAYTON
By: _____	By: _____
Mayor	Mayor
Attest:	Attest:
_____	_____
City Clerk	City Clerk

CITY OF OTSEGO

COUNTY OF WRIGHT

STATE OF MINNESOTA

Invoice Payment Contract per Amy. File under 2/14/17 Contract

AGREEMENT BETWEEN THE CITY OF OTSEGO AND CITY OF DAYTON REGARDING COSTS RELATED TO THE STUDY AND EVALUATION OF CONSTRUCTION AND DELIVERY OF EMERGENCY WATER SERVICE

THIS AGREEMENT made this ___ day of July, 2016 by and between the City of Otsego (OTSEGO), a Minnesota Municipal Corporation and the City of Dayton (DAYTON), a Minnesota Municipal Corporation.

WHEREAS, OTSEGO is located within Wright County and has constructed City water service extending near to its border with DAYTON; and

WHEREAS, DAYTON is located primarily within Hennepin County and a small portion within Wright County and has limited public water service; and

WHEREAS, DAYTON has limited available emergency water service within the proposed Service Area as set forth on Exhibit A, attached; and

WHEREAS, DAYTON has requested that OTSEGO consider the delivery of emergency water service to the Service Area; and

WHEREAS, OTSEGO has indicated that they will consider the request after receiving preliminary information from City staff and consultants regarding the feasibility, advisability and cost of providing DAYTON with emergency water service.

NOW, THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. OTSEGO will undertake the necessary preliminary studies, research and collection of data to provide the OTSEGO City Council with an adequate basis of making a decision as to whether or not it would be advisable to proceed with providing the requested emergency services water connection.

2. All costs incurred by OTSEGO in the drafting of this Agreement, and in undertaking the studies and research mentioned above will be paid by DAYTON. Costs include, but are not limited to, City staff time, consultant's fees, engineering fees, legal fees cost of printing and cost of any necessary meetings to review the material. It is contemplated that OTSEGO will need to evaluate the effect of the requested services on its water system, evaluate where pipes can be extended, determine the need for easements and the related costs, evaluate the cost of ongoing

service, evaluate additional maintenance and repair required by the extension of lines, evaluate charges for the service to DAYTON, evaluate what Agreement and in what form needs to be in place between the Parties, and evaluate the criteria for providing the service as well as the mechanism for service provision.

3. OTSEGO shall provide an itemized billing statement to DAYTON monthly for the costs as set forth above. DAYTON agrees to pay the bill in full without contest within thirty (30) days of receipt of the bill.

4. OTSEGO may enforce this Agreement in the Wright County District Court, and in the event that the Agreement requires enforcement due to non-payment or any other reason DAYTON agrees to pay any and all costs, including attorney's fees incurred by OTSEGO in enforcement of the Agreement.

5. By entering into this Agreement OTSEGO has made no representations that it will provide the requested service. The decision as to whether or not to provide the service and under what conditions is left solely to the discretion of the OTSEGO City Council. DAYTON understands that prior to making any decision, OTSEGO must fully evaluate the ramifications of the request and determine whether or not it is in the best interests of the citizens of Otsego.

Dated: 6-13-16

Dated: 2-14-17

CITY OF OTSEGO

Jessica Stockamp, Mayor

CITY OF DAYTON

Tim McNeil, Mayor

Tami Loff, City Clerk

City Clerk Amy Benting

CITY OF OTSEGO

COUNTY OF WRIGHT

STATE OF MINNESOTA

AGREEMENT BETWEEN THE CITY OF OTSEGO AND CITY OF DAYTON REGARDING COSTS RELATED TO THE STUDY AND EVALUATION OF CONSTRUCTION AND DELIVERY OF EMERGENCY WATER SERVICE

THIS AGREEMENT made this 26 day of 9, 2016 by and between the City of Otsego (OTSEGO), a Minnesota Municipal Corporation and the City of Dayton (DAYTON), a Minnesota Municipal Corporation.

WHEREAS, OTSEGO is located within Wright County and has constructed City water service extending near to its border with DAYTON; and

WHEREAS, DAYTON is located primarily within Hennepin County and a small portion within Wright County and has limited public water service; and

WHEREAS, DAYTON has limited available emergency water service within the proposed Service Area as set forth on Exhibit A, attached; and

WHEREAS, DAYTON has requested that OTSEGO consider the delivery of emergency water service to the Service Area; and

WHEREAS, OTSEGO has indicated that they will consider the request after receiving preliminary information from City staff and consultants regarding the feasibility, advisability and cost of providing DAYTON with emergency water service.

NOW, THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. OTSEGO will undertake the necessary preliminary studies, research and collection of data to provide the OTSEGO City Council with an adequate basis of making a decision as to whether or not it would be advisable to proceed with providing the requested emergency services water connection.

2. All costs incurred by OTSEGO in the drafting of this Agreement, and in undertaking the studies and research mentioned above will be paid by DAYTON. Costs include, but are not limited to, City staff time, consultant's fees, engineering fees, legal fees cost of printing and cost of any necessary meetings to review the material. It is contemplated that OTSEGO will need to

evaluate the effect of the requested services on its water system, evaluate where pipes can be extended, determine the need for easements and the related costs, evaluate the cost of ongoing service, evaluate additional maintenance and repair required by the extension of lines, evaluate charges for the service to DAYTON, evaluate what Agreement and in what form needs to be in place between the Parties, and evaluate the criteria for providing the service as well as the mechanism for service provision. The specific engineering study to be undertaken is described in the attached August 12, 2016 letter from Hakanson Anderson to Lori Johnson, OTSEGO City Administrator.

3. OTSEGO shall provide an itemized billing statement to DAYTON monthly for the costs as set forth above. DAYTON agrees to pay within thirty (30) days of receipt of the bill for said costs.

4. OTSEGO may enforce this Agreement in the Wright County District Court, and in the event that the Agreement requires enforcement due to non-payment or any other reason DAYTON agrees to pay any and all costs, including attorney's fees incurred by OTSEGO in enforcement of the Agreement.

5. This Agreement is an agreement that relates only to the analysis of the feasibility of providing emergency water service to the Proposed Service Area. By entering into this Agreement OTSEGO makes no representations that it will provide the requested service, and any provision of service or construction of emergency water service shall be the subject of a separate agreement. The decision as to whether or not to provide the service and under what conditions is left solely to the discretion of the OTSEGO City Council. DAYTON understands that prior to making any decision, OTSEGO must fully evaluate the ramifications of the request and determine whether or not it is in the best interests of the citizens of Otsego.

6. This Agreement may be terminated by DAYTON by written notice to OTSEGO. In the event written notice is given, OTSEGO shall cease all work under this Agreement, and shall provide to DAYTON a final invoice for costs incurred through the date of termination.

Dated: 10-10-16

CITY OF OTSEGO

Jessica Stockamp

Jessica Stockamp, Mayor

Tami Loff

Tami Loff, City Clerk

Motion made by O'Brien, Seconded by Ziebell.
Motion carried unanimously.

Dated: 9-27-16

CITY OF DAYTON

Tim McNeil, Mayor

Amy Stanius, Deputy City Clerk

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the 26th day of ~~October~~ September, 2016, by and between Dayton Housing Group, LLC, a Minnesota limited lilablity company (the "Developer") and City of Dayton, a Minnesota municipal corporation (the "City").

WITNESSETH:

WHEREAS, Developer owns certain real property located in Dayton, Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer intends to construct certain stormwater improvements in conjunction with an multifamily apartment development for the benefit of the Property, depicted on Exhibit B attached hereto (the "Stormwater Improvements"); and

WHEREAS, the Elm Creek Watershed Management Commission requires permanent provisions for handling of stormwater runoff, including provisions for operation and maintenance of all stormwater runoff facilities and ponds and such provisions are to be set forth in an agreement to be recorded in the real estate records; and

WHEREAS, City and Developer intend to comply with certain conditions, including entering into a this Agreement regarding Stormwater Improvements.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of Stormwater Improvements. Developer and its successors or assigns as fee owner of Property shall be responsible for maintaining Stormwater Improvements and for observing all applicable drainage laws governing the operation and maintenance of Stormwater Improvements. Developer shall provide City with a schedule acceptable to City for inspection of Stormwater Improvements. Developer shall make all such scheduled inspections, keep record of all inspections and maintenance activities and submit such records annually to City. The cost of all inspections and maintenance, including skimming and cleaning of Stormwater Improvements, shall be the obligation of Developer and its successors or assigns as the fee owner of Property.

2. City's Access and Maintenance Rights. City may maintain Stormwater Improvements and Developer hereby grants access to Stormwater Improvements, as provided in this paragraph, if City reasonably believes that Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements hereini and such failure continues for sixty (60) days after City gives Developer written notice of such failure. Developer shall adequately maintain and inspect Stormwater Improvements which includes pipes and ditches built to convey stormwater to the Stormwater Improvements as well as structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within sixty (60) days after such notice is given by City, City shall have the right to enter upon Property to perform such maintenance tasks. In such case, City shall send an invoice for its reasonable maintenance costs to Developer or its successors or assigns, which shall include all staff time, engineering and legal and other reasonable costs and expenses incurred by City. If Developer or its assigns fails to reimburse City for its costs and expenses in maintaining Stormwater Improvements within thirty (30) days of receipt of an invoice for such costs, City shall have the right to assess the full cost thereof against Property. Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by City regarding Stormwater Improvements benefits Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as reasonably determined by the City engineer, the sixty (60) day notice requirement to Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by Developer and Developer shall reimburse City and be subject to assessment for any reasonable expense so incurred by City in the same manner as if written notice as described above has been given.

3. Hold Harmless. Developer hereby agrees to indemnify and hold harmless City and its agents and employees against any and all claims, demands, losses, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from Developer's or the Developer's agents or employee's negligent or intentional acts or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by City, its agents or employees or failure by City, its agents or employees to take any other prudent precautions.

4. Costs of Enforcement. Developer agrees to reimburse City for all reasonable costs incurred by City in the enforcement of this Agreement or any portion thereof, including court costs and reasonable attorneys' fees.

5. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To Developer: Dayton Housing Group, LLC
366 South Tenth Avenue
Waite Park, MN 56387

To City: City of Dayton
12260 South Diamond Lake Road
Dayton, MN 55327

All notices given hereunder shall be deemed given when personally delivered or two (2) business days after being placed in the mail properly addressed as provided herein.

6. Successors. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with Property.

7. Effective Date. This Agreement shall be binding and effective as of the date hereof.

DAYTON HOUSING GROUP, LLC
by Dayton Housing Partners, LLC
its Managing Member

Jamie Thelen, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

AMY L. STANIUS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2020

This instrument was acknowledged before me on this ____ day of September, 2016, by Jamie Thelen, the Secretary of Dayton Housing Partners, LLC, a Minnesota limited liablity company, on behalf of said company.

CITY OF DAYTON

Tim McNeil

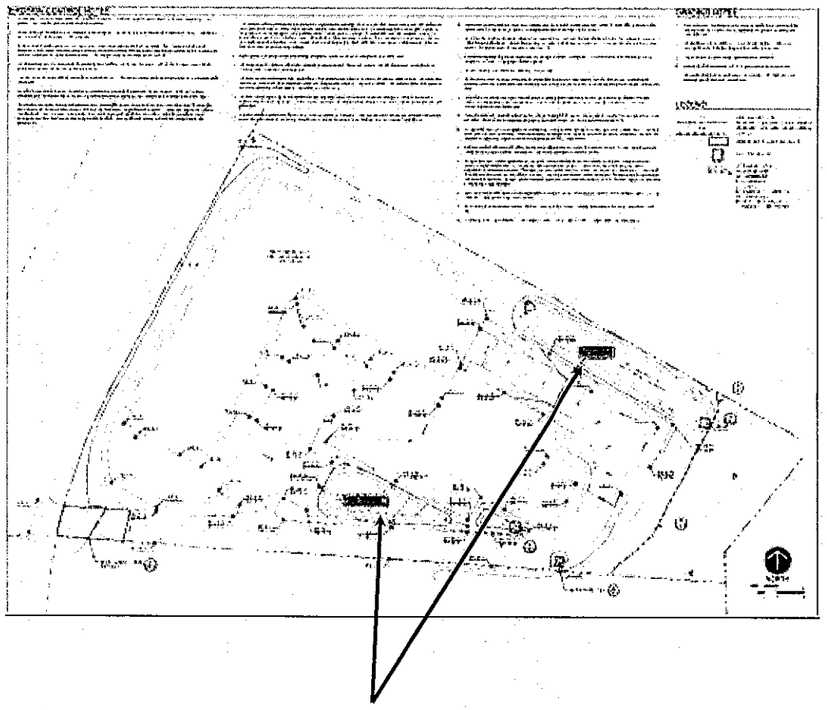
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

AMY L. STANIUS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2020

This instrument was acknowledged before me on this 28 day of September, 2016, by Tim McNeil, the Mayor of the City of Dayton, a Minnesota municipal corporation, on behalf of said municipal corporation.

THIS INSTRUMENT WAS DRAFTED BY:
Sand Development, LLC
366 South Tenth Avenue
Waite Park, Minnesota 56387
Phone: (320) 202-3100

EXHIBIT B
STORMWATER IMPROVEMENTS



Stormwater Ponds

SANITARY SEWER SERVICE AGREEMENT
CITIES OF DAYTON AND MAPLE GROVE

THIS AGREEMENT, entered into 27th day of Jan., 2016 between the City of Dayton, a municipal corporation in the County of Hennepin, hereinafter referred to as "DAYTON"; and the City of Maple Grove, a municipal corporation in the County of Hennepin, hereinafter referred to as "MAPLE GROVE";

WITNESSETH:

WHEREAS, Dayton and Maple Grove have entered into Sundance Woods Agreement dated October 22, 2013; and

WHEREAS, Dayton has constructed an 8" PVC sanitary beneath Sundance Woods Boulevard to the Maple Grove city limit and is willing to provide sanitary sewer service to an area in Maple Grove lying northerly of Rush Creek ("Rush Creek Service Area") as depicted in attached Exhibit A; and

WHEREAS, Maple Grove desires to connect the Rush Creek Service Area to the Dayton sanitary sewer system beneath Sundance Woods Boulevard by force-main; and

WHEREAS, Dayton and Maple Grove desire to define each cities operational and maintenance responsibility for the sanitary sewer service to the Rush Creek Service Area under this Sanitary Sewer Service Agreement.

NOW THEREFORE, it is hereby and herein mutually agreed, in consideration of each party's promises and considerations herein set forth the Agreement is amended, as follows:

1. **Sanitary Sewer Operations & Maintenance Responsibilities**

Dayton shall provide Maple Grove with a connection to its sanitary sewer systems, beneath Sundance Woods Boulevard at MH20 depicted on attached Exhibit B. Dayton shall be solely responsible for operation and maintenance of the Dayton sanitary sewer system, except that Maple Grove shall be responsible for maintenance to clean that segment of sanitary sewer pipe extending to the Maple Grove city limits from MH12. Maple Grove shall be solely responsible for the construction, operation and maintenance of the sanitary sewer in Maple Grove serving the Rush Creek Service Area. Dayton and Maple Grove agree to work cooperative ley and not to interfere with the operation and maintenance of the respective systems.

2. **Connection Charges**

Maple Grove agrees to pay Dayton a connection charge of $605 for each unit making connection to sanitary sewer in the Rush Creek Service Area; payment to be made annually in January, corresponding to the number of connections made each year.

3. **Treatment Costs**

Dayton will make payment to MCES for treatment costs of wastewater discharge from the Rush Creek Service Area to the Dayton sanitary sewer system. Maple Grove will reimburse Dayton treatment costs for Rush Creek Service Area on an annual basis in January, as described below:

a) Maple Grove will provide Dayton a count of the residential units connected to the sanitary sewer within the Rush Creek Service Area in January of each year. Each Single Family residential unit connected to the Rush Creek Service Area sanitary sewer system shall correspond to 1 SAC. Each Multi-Family unit cone ted to the Rush Creek Service Area sanitary sewer system shall correspond to 0.6 SAC.
b) Treatment rate determined by annual treatment cost to Dayton divided by the total Dayton flow, pursuant to MCES Municipal Wastewater Charges allocation letter.
c) Flow volume assumed to be 65,000 gallons per SAC per year.
d) Rush Creek Service Area treatment costs shall be equivalent to the MCES treatment rate multiplied by the number of Rush Creek Service Area SAC multiplied by the estimated flow volume of 65,000 gallons per SAC per year.

4. **Term**

The term of this Agreement is for an indefinite term. The City of Maple Grove, however, may terminate this Agreement upon six months' notice to Dayton. In the event of termination it is the responsibility of Maple Grove to provide sanitary sewer service to the Rush Creek Service Area and abandon the connection at the City of Dayton border. Work to be performed at no cost to the City of Dayton.

CITY OF MAPLE GROVE

Dated: _____, 2016

By:
Its: Mayor

Dated: _____, 2016

By:
Its: City Administrator

CITY OF DAYTON

Dated: 1-27-, 2016

By:
Its: Mayor

Dated: 1-27-, 2016

By:
Its: City Administrator/Clerk

City of
Maple Grove

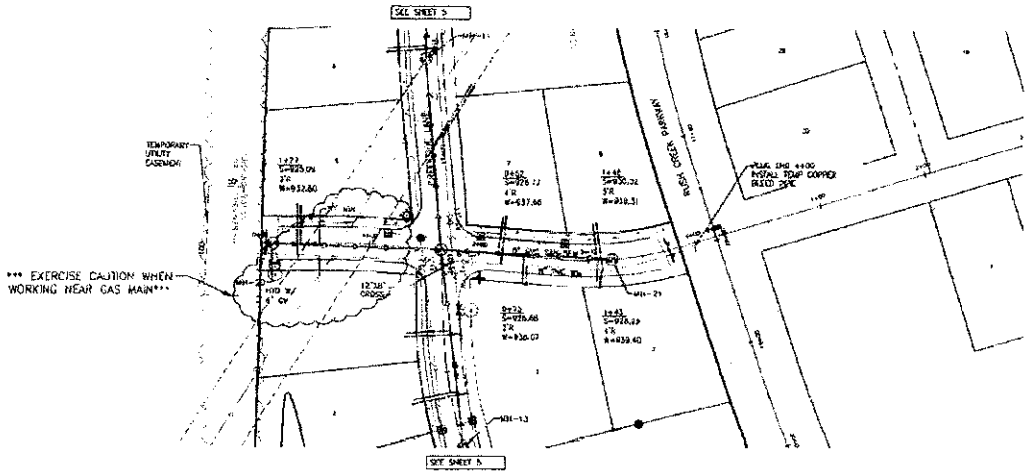
EXHIBIT "A"

RUSH CREEK SERVICE AREA

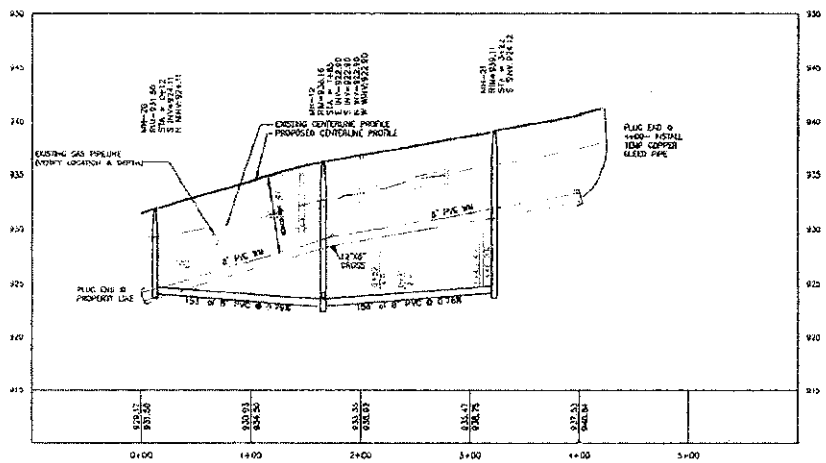
EXHIBIT B

NOTE:
SEE SHEET 3 FOR SANITARY SEWER AND WATERMAIN NOTES

St=02	DISTANCE OF SAN SERVICE FROM DOWNSTREAM MH
S=905.53	ELEVATION AT SERVICE END
S/R	RISER REQ'D, TYP
W=910.36	WATER SERVICE CURB STOP ELEV



SUNDANCE WOODS BLVD



1	11/05/2013	FOR CITY REVIEW
2	01/22/2014	ADDED CULVERT AT STATION 2+13
3	02/18/2014	NOTE 15 SHEET 3
4	02/25/2014	SAN SEWER, FORCED GAS CROSSING, GDS DETAILS

REVISIONS

CAMPION ENGINEERING SERVICES, INC

1000 Pioneer Creek Center
P.O. Box 249
Maple Plain, MN 55359
Phone 763-479-5272
Fax 763-479-0272
E-Mail: mcampion@campionsong.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

02/25/2014
Martin P. Campion, M.Sc. # 18901 Date

SUNDANCE WOODS
RUSH CREEK ASSOCIATES
DAYTON, MINNESOTA

SANITARY SEWER & WATERMAIN
SUNDANCE WOODS BLVD

PROJECT NO 13-017

SHEET NO 7 OF 21 SHEETS

DATE 06/25/2013

SUNDANCE WOODS AGREEMENT BETWEEN
THE CITY OF DAYTON MINNESOTA AND THE CITY OF MAPLE GROVE MINNESOTA

This agreement made and entered into this 22 day of Oct, 2013 by and between the City of Dayton, a Municipal Corporation located in Hennepin County, Minnesota, hereinafter referred to as "Dayton" and the City of Maple Grove, a Municipal Corporation located in Hennepin County, Minnesota, hereinafter referred to as "Maple Grove".

Whereas, Dayton has approved the Sundance Woods development located on the approximate 80 acres immediately south of Sundance Golf Course; and

Whereas, Dayton's public utility infrastructure to serve Sundance Woods hereinafter referred to as "Public Utility", will extend from the existing sewer/water stubs in Territorial Road immediately east of County Road 81 in Dayton to Sundance Woods via Territorial Road and Rush Creek Road; and

Whereas, existing Territorial Road is a bituminous rural section road in extremely poor condition and due to the Public Utility extension via Territorial Road in Dayton and a very small portion in Maple Grove, the road will be completely reconstructed; and

Whereas, Maple Grove has no plans to improve the portion of Territorial Road in Maple Grove in the foreseeable future; and

Whereas, existing Rush Creek Road is a dead-end gravel rural section road serving three (3) existing residential properties in Dayton and due to the Public Utility extension in Rush Creek Road, Rush Creek Road will be reconstructed to its pre-existing gravel rural section prior to the project contemplated herein; and

Whereas, the existing intersection of Territorial Road/Rush Creek Road and short sections of road east and north of the intersection are located in Maple Grove; and.

Whereas, access to serve the Sundance Woods development will be from Fernbrook Lane (CR 121) and Territorial Road; and

Whereas, Territorial Road is designated a Municipal State Aid Road in both Dayton and Maple Grove; and

Whereas, Maple Grove has future developable land located north of Rush Creek with no current or foreseeable future plans to extend public utilities and road infrastructure across Rush Creek to provide service; and

Whereas, Rush Creek receives storm water runoff from Dayton and Maple Grove and experiences stream bank erosion even though storm water control and conveyance from new development is implemented; and

Whereas, a Contract for Water Service between the City of Maple Grove and City of Dayton, hereinafter referred to as the "2006 Agreement" and is attached hereto as Exhibit A, was executed in August 2006 and provides for a second water connection (16" diameter) at the Dayton/Maple Grove border to serve south Dayton in Fernbrook Lane (CR 121), the terms of which are incorporated into this Agreement and made a part hereof;

Now, therefore, it is agreed upon between the parties as follows:

1. Incorporation. The foregoing recitals are hereby incorporated into this Agreement:

   A. **Sundance Woods Phase One.** The First Phase access to serve Sundance Woods will extend from Fernbrook Lane (CR 121) from the intersection of Elm Creek Road (CR 202) as generally depicted on the attached Exhibit B. As future phases develop in Sundance Woods and the land west of Sundance Woods develops, access will be provided from Territorial Road in Dayton and Maple Grove. Dayton will plan for improvements in Territorial Road to CR 81 including the CR 81 intersection recognizing Maple Grove may limit access east on Territorial Road at the intersection with Rush Creek Road.

   B. **Future Development in Maple Grove.** The developable land north of Rush Creek in Maple Grove will best be served by public utilities and certainly best served by transportation access from Dayton/Sundance Woods. Public Utility and road stubs to serve the land north of Rush Creek in Maple Grove will be reviewed with Maple Grove during the planning and design process as development occurs in Dayton. Interim and permanent drainage (storm water) improvements from developable land in Dayton to Rush Creek in Maple Grove will be reviewed between Dayton and Maple Grove to determine the preferred solution to satisfy the requirements of Maple Grove and Dayton at the time of development. A future maintenance agreement and contract for utility services if required will be developed defining the responsibilities of each city when the land in Maple Grove develops.

   C. **Second Water Connection.** Maple Grove will plan and coordinate the second (2nd) water main connection in Fernbrook Lane (CR 121) in accordance with the 2006 Agreement. The extension of the water main in Fernbrook Lane in Maple Grove will be Maple Grove's responsibility and will be paid by Dayton through future connection charges in Dayton in accordance with the 2006 Agreement.

   D. **Rush Creek/Territorial Road.** The public infrastructure improvements (road/utility) in Rush Creek Road and Territorial Road will be reviewed by Dayton and Maple Grove to serve existing, proposed and future development. These improvements may include utility service stubs to serve properties in Maple Grove which abut Territorial Road and/or Rush Creek Road. At the time the properties in Maple Grove elect to connect to the infrastructure or develop, further connection charges payable by Maple Grove to Dayton will be determined. The present and future MSA designation for Territorial Road will be reviewed with the understanding Dayton and Maple Grove may elect to remove the MSA designation in the future.

   E. **Rush Creek Stormwater Management.** Dayton and Maple Grove in conjunction with Elm Creek Watershed Management Organization will review stream bank stabilization improvements in Rush Creek including cost participation as projects are planned in the future along the creek. Cost participation agreements will be prepared based on acceptable cost sharing between all parties.

CITY OF DAYTON

Date

Mayor

City Clerk

CITY OF MAPLE GROVE

11/27/13
Date

Mayor

City Clerk

CITY OF DAYTON

Date

Mayor

City Clerk

CITY OF MAPLE GROVE

Date

Mayor

City Clerk

EXHIBIT A

EXHIBIT B

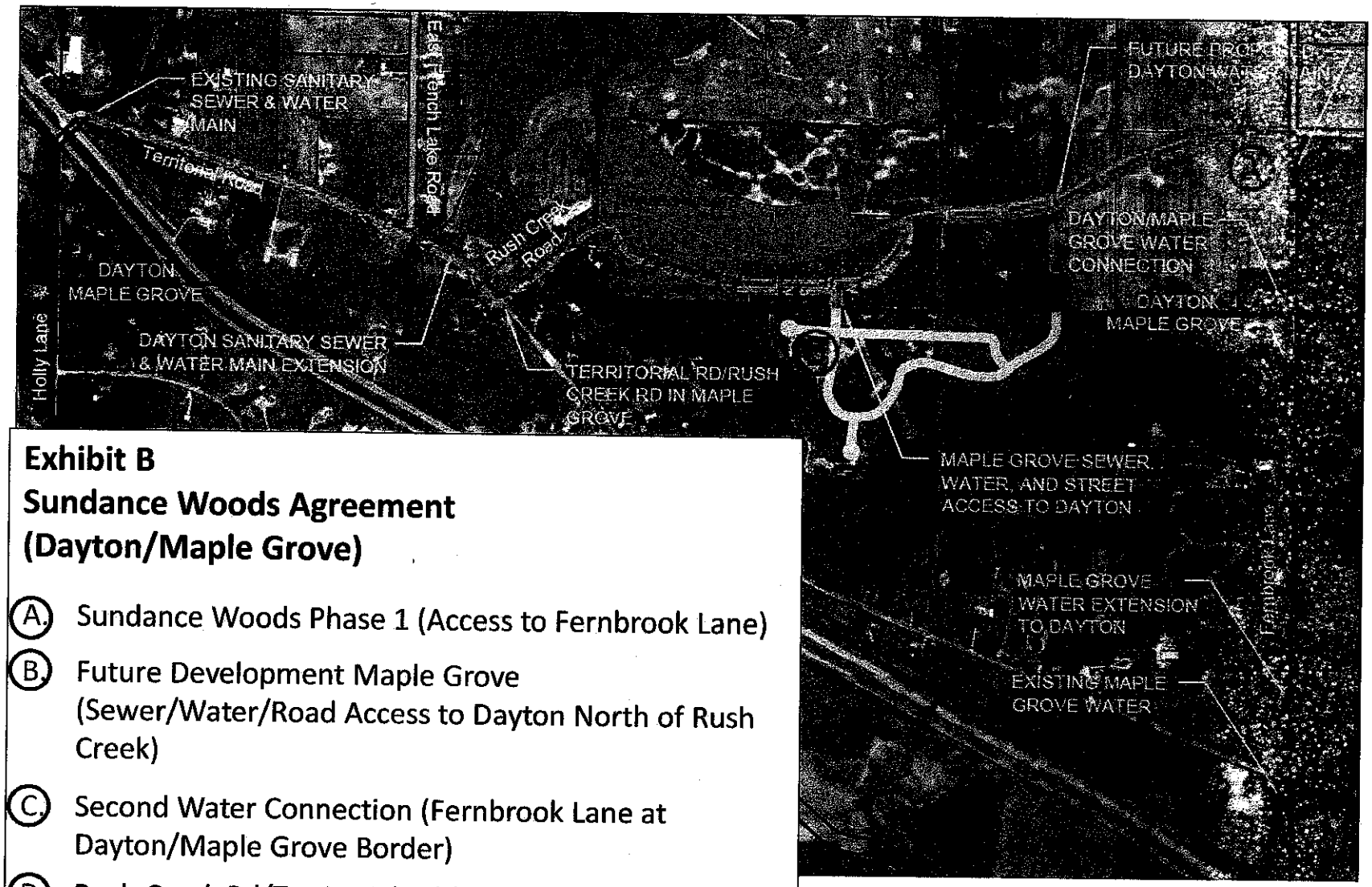


Exhibit B
Sundance Woods Agreement
(Dayton/Maple Grove)

A. Sundance Woods Phase 1 (Access to Fernbrook Lane)

B. Future Development Maple Grove (Sewer/Water/Road Access to Dayton North of Rush Creek)

C. Second Water Connection (Fernbrook Lane at Dayton/Maple Grove Border)

D. Rush Creek Rd/Territorial Rd (Improvements in Maple Grove)

E. Rush Creek Stormwater Management

Exhibit A

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

Land Use Type	Residential Equivalent Unit	2006 Rate
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

The estimated number of Residential Equivalent Units (R.E.U.'s) in southwest Dayton that will be

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

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

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.

CITY OF MAPLE GROVE

Date

Mayor

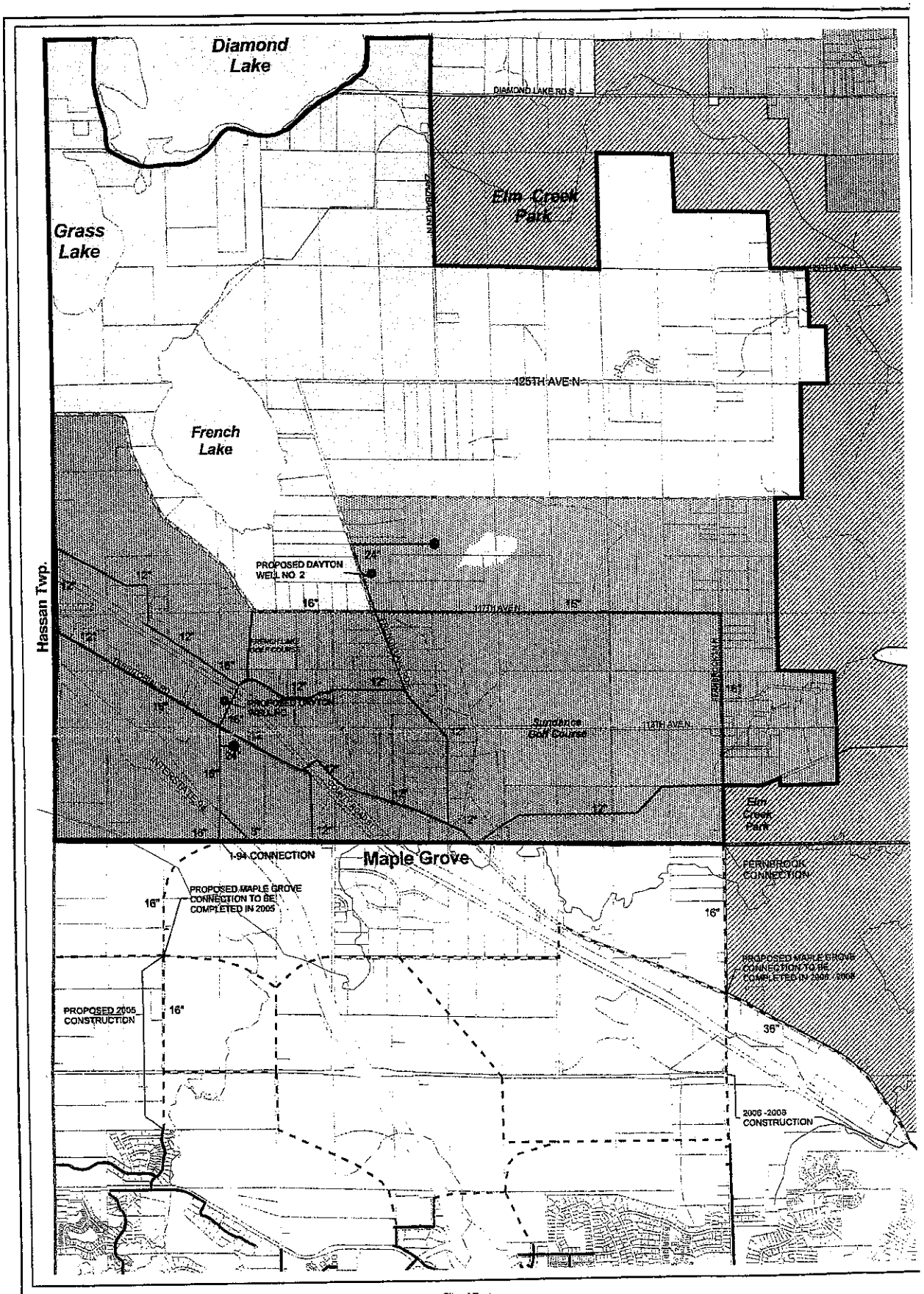
City Clerk

CITY OF DAYTON

October 3, 2006
Date

Mayor

City Clerk



City of Dayton

SW Dayton Trunk Water/ Maple Grove Connection Distribution Plan

Water Supply Investigation

May 2005

- Proposed Well
- Proposed Storage Tank

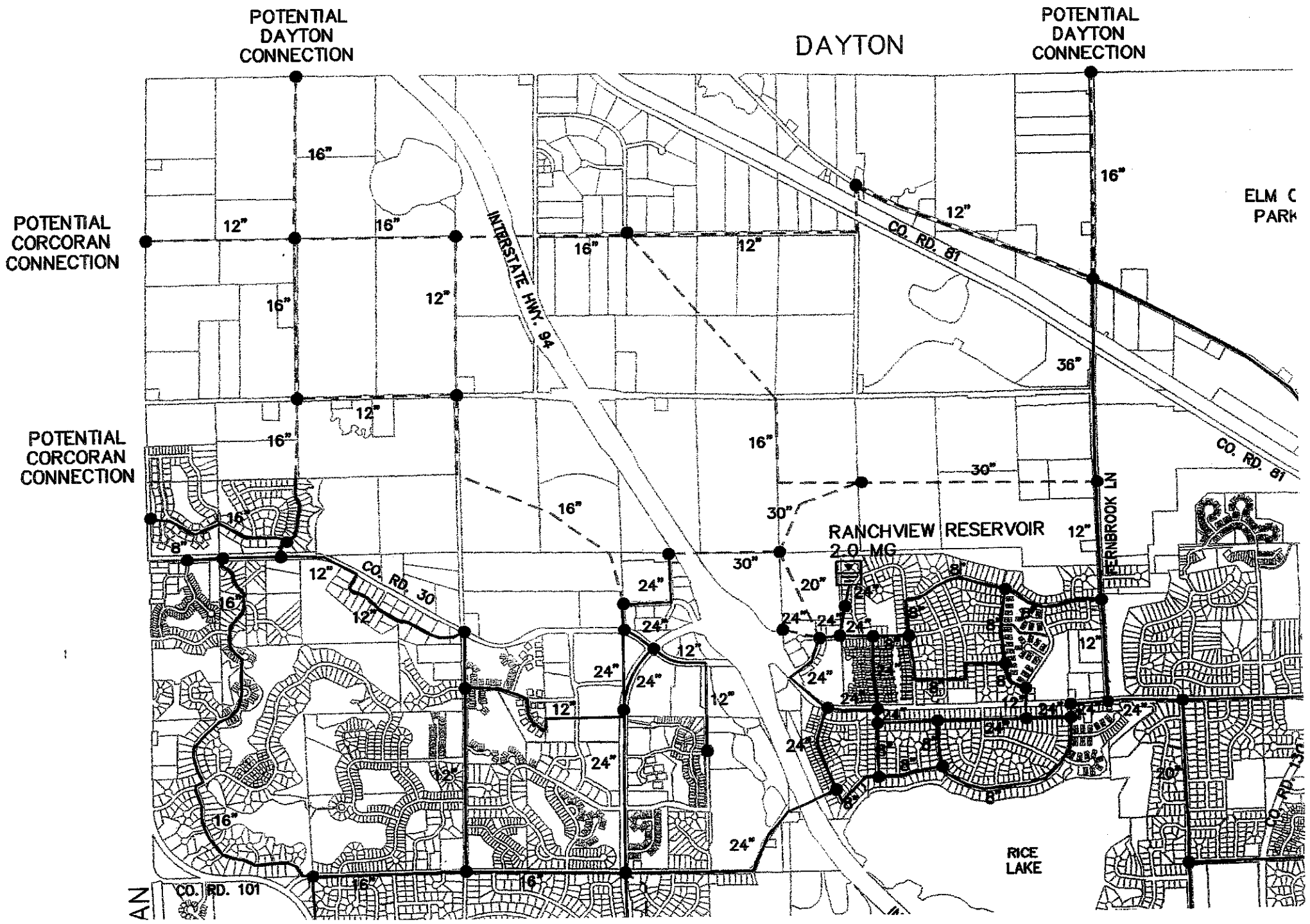
Trunk Water Mains
- Proposed SW Dayton
- Proposed Maple Grove
- Maple Grove Trunk
- City Boundary

2001 Phasing
- 2000 - 2010
- 2010 - 2020
- 2020+
- 2020 MUSA
- Water Service Area

1000 0 1000
Feet

N W E S

Bonestroo Rosene Anderlik & Associates
Engineers & Architects


POTENTIAL DAYTON CONNECTION
DAYTON
POTENTIAL DAYTON CONNECTION
POTENTIAL CORCORAN CONNECTION
POTENTIAL CORCORAN CONNECTION
INTERSTATE HWY. 94
CO. RD. 81
CO. RD. 81
CO. RD. 30
CO. RD. 101
RANCHVIEW RESERVOIR
2.0 MG
FERNBROOK LN
RICE LAKE
ELM C
PARK
16"
12"
36"
30"
24"
20"
8"

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

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.

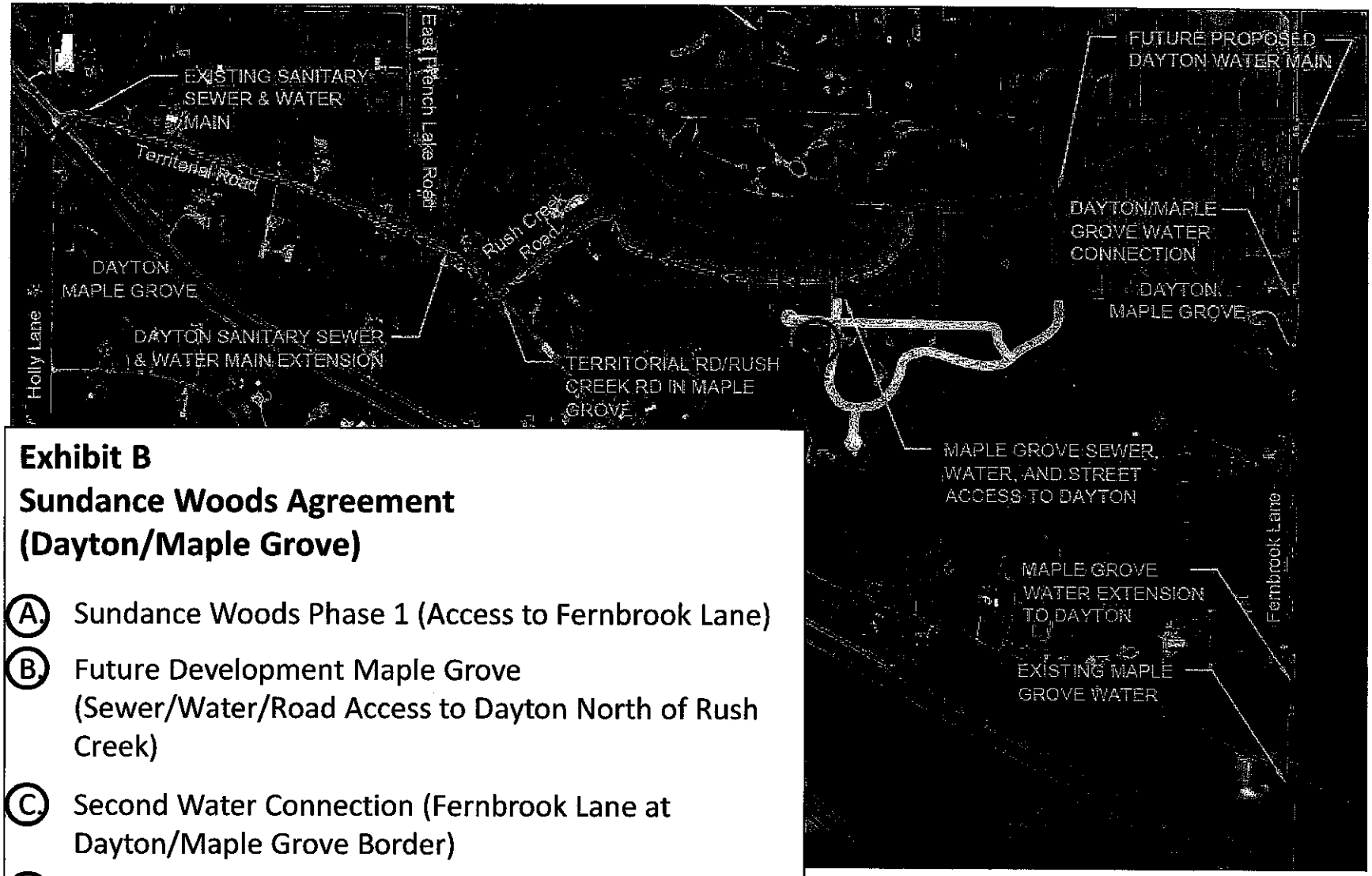


Exhibit B
Sundance Woods Agreement
(Dayton/Maple Grove)

- (A.) Sundance Woods Phase 1 (Access to Fernbrook Lane)
- (B.) Future Development Maple Grove (Sewer/Water/Road Access to Dayton North of Rush Creek)
- (C.) Second Water Connection (Fernbrook Lane at Dayton/Maple Grove Border)
- (D.) Rush Creek Rd/Territorial Rd (Improvements in Maple Grove)
- (E.) Rush Creek Stormwater Management

SECTION 00500

CONTRACT AGREEMENT

THIS AGREEMENT is made and executed the 23rd day of September 2015, by and between the City of Dayton, Minnesota, hereinafter referred to as the "OWNER", and Minger Construction Co., Inc., hereinafter referred to as the "CONTRACTOR",

WITNESSETH;

OWNER and CONTRACTOR, for the consideration hereinafter stated, agree as follows:

1. **CONTRACTOR's Duties:** The CONTRACTOR shall provide the equipment and construction services specified in the Contract Documents, and shall do everything required by this Agreement and the Contract Documents. CONTRACTOR shall fully and satisfactorily comply with the conditions of the Contract Documents and complete the work contemplated by this Agreement in accordance with the Contract Documents.

2. **Bonds:** Prior to issuance of the NOTICE TO PROCEED, the CONTRACTOR shall furnish to OWNER a performance bond in the amount 100% of the Contract and a payment bond in the amount of 100% of the Contract both in form and substance satisfactory to the OWNER.

3. **Price:** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:
   A. For all Work at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit. The Bid prices for Unit Price work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.
   B. Original Contract Amount is based on **$699,372.50**

4. **Payment:** Payments to the CONTRACTOR by the OWNER shall be made as provided in the Contract Documents. OWNER will retain an amount not to exceed 5% of the amount of each payment. Upon completion of 95% of the contract, the OWNER may reduce, in its discretion, the amount of retainage on a payment if, in the OWNER's opinion, the work is progressing satisfactorily.

5. **Contract Documents:** The Contract Documents consist of all documents listed in paragraph 1.1.1 of the General Conditions of Contract and Supplementary Conditions. The Contract Documents are hereby incorporated with this Agreement and are as much a part of this Agreement as if fully set forth herein. This Agreement and the Contract Documents are the Contract.

6. **Completion:** The CONTRACTOR shall deliver all equipment and substantially complete all construction on or before December 18, 2015, in accordance with the terms and conditions set forth in the Contract Documents. Substantial completion is defined as the installation of all sanitary sewer mains, manholes, and appurtenances including completed backfilling and compacting of all trenches with non-frozen materials. The CONTRACTOR shall complete final construction and have completed any discrepancies from the final walk through on or before January 8, 2015, in accordance with the terms and conditions set forth in the Contract Documents. Final completion is defined as completion and acceptance of turf and all other items for project completion in accordance with Contract Documents.

Time being an essential element of this Contract, it is hereby agreed that the OWNER will be entitled to damages for non-completion of construction within the prescribed time limits. If the CONTRACTOR should fail to complete the work within the time limit specified in this section and the Contract Documents, the CONTRACTOR will be assessed a the sum of $500 for each calendar day that expires after the time specified in Paragraph 6 above for Substantial Completion until the Work is substantially complete. The above charges, if any, will be deducted from payment due to the CONTRACTOR not as a penalty, but as liquidated damages for breach of contract.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in Paragraph 6 above or any extension thereof granted by Owner in accordance with Article 12 of the General Conditions, Contractor shall be assessed the sum of $100 for each calendar day that expires after Substantial Completion until the Work is completed and ready for Final Payment. Assessed Liquidated Damages will be withheld from progress payments.

7. **Data Practices Act:** The CONTRACTOR shall at all times abide by the Minnesota Government Data Practices Act, Minn. Statutes § 13.01, et seq., to the extent that the Act is applicable to data and documents in the hands of the CONTRACTOR.

8. **Audits:** The books, records, documents, and accounting procedures and practices of the CONTRACTOR or other parties relevant to this agreement are subject to examination by the OWNER and either Legislative Auditor or the State Auditor for a period of six years after the effective date of this Contract.

9. **Income Tax Withholding:** No final payment shall be made to the CONTRACTOR until the CONTRACTOR has provided satisfactory evidence to the OWNER that the CONTRACTOR and each of its subcontractors have complied with the provisions of Minn. Statutes § 290.92 relating to withholding of income taxes upon wages. A certificate by the Department of Revenue shall satisfy this requirement. Note: This section applies to contractors who undertake to supply labor or a combination of labor and materials for specific construction, repairs, rehabilitation or improvements. It does not apply to contractors for maintenance services or dealers, merchants and suppliers who supply materials only.

10. **Worker's Compensation:** CONTRACTOR represents and warrants that it has and will maintain during the performance of this agreement worker's compensation insurance coverage required pursuant to Minn. Statute § 176.181, subd. 2 and that the certificate of insurance or the written order of the Department of Commerce permitting self insurance of worker's compensation insurance coverage provided to the OWNER prior to execution of this agreement is current and in force and effect.

11. **Discrimination:** In performance of this contract, the CONTRACTOR shall not discriminate on the grounds of or because of race, color, creed, religion, national origin, sex, marital status, status with regards to public assistance, disability, sexual orientation, or age against any employee of the CONTRACTOR, any subcontractor of the CONTRACTOR, or any applicant for employment. The CONTRACTOR shall include a similar provision in all contracts with subcontractors to this contract. The CONTRACTOR further agrees to comply with all aspects of the Minnesota Human Rights Act, Minn. Statutes § 363.01, et seq., Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

12. **Conflicts:** No salaried officer or employee of the OWNER and no officer of the OWNER shall have a financial interest, direct or indirect, in this contract. The violation of this provision renders the Contract void. Any federal regulations and applicable state statutes shall not be violated

13. **Claims:** To receive any payment on this Contract, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

14. **CONTRACTOR's Prompt Payment of Subcontractors:** The CONTRACTOR shall pay to any subcontractor within ten (10) days of the CONTRACTOR's receipt of payment from the OWNER for undisputed services provided by the subcontractor. The CONTRACTOR shall pay interest of one and a half percent (1 ½%) per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100.00 or more is $10.00. For an unpaid balance of less than $100.00, the CONTRACTOR shall pay the actual amount due to the subcontractor.

15. **Counterparts:** This Agreement may be executed in multiple counterparts each of which shall be considered an original.

16. **Whole Agreement:** This Agreement and the Contract Documents constitute the final and complete agreement of the parties and shall supersede and replace any prior oral or written agreements between OWNER and CONTRACTOR. Any subsequent modification must be in writing signed by both parties.

17. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands as of the date set forth above.

CITY OF DAYTON

BY Robert T. A

ITS Interim City Administrator

BY

ITS Mayor

MINGER CONSTRUCTION CO., INC.

BY Patricia J Minger

ITS CEO

BY

ITS

RESOLUTION NO. 44-2011

CITY OF DAYTON

RESOLUTION APPROVING FINAL STAGE PLANNED UNIT DEVELOPMENT AND GRANTING FINAL PLAT APPROVAL FOR NATURES CROSSING FIFTH ADDITION

WHEREAS, the City of Dayton (hereinafter referred to as the "City") is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the City; and

WHEREAS, MTD Properties, LLP (hereinafter referred to as the "Developer"), has submitted a proposal for Final Stage Planned Unit Development (hereinafter referred to as the "PUD") and Final Plat for Natures Crossing Fifth Addition for the property legally described as follows:

> Outlot A, NATURES CROSSING FOURTH ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof.

(hereinafter referred to as the "Property" or "Natures Crossing Fifth Addition"); and

WHEREAS, the City staff studied the matter, made a report, and provided other information to the Planning Commission and City Council; and

WHEREAS, the City Planning Commission at its September 1, 2011, meeting, considered the matter; and

WHEREAS, the City Council at its September 13, 2011, meeting, has considered the matter.

NOW, THEREFORE, the City Council of the City of Dayton makes the following:

FINDINGS

1. The Property is the Fifth phase of the preliminary plat of Natures Crossing approved by Resolution 36-2002 on December 10, 2002 (hereinafter referred to as the "Preliminary Plat").

2. The Developer is proposing to create 14 single family lots.

3. The Developer has submitted the following for the City review and approval:

a. The Final Plat for Natures Crossing Fifth Addition drafted by Sunde Land Surveying, which is on file with the City (hereinafter referred to as the "Final Plat").

b. The Final Stage Planned Unit Development Plan consisting of:

   i. Natures Crossing Fifth Addition Street and Storm Sewer Plan - Hackberry Lane, drafted by Campion Engineering Services, Inc., dated August 9, 2011;

   ii. Natures Crossing Fifth Addition Street and Storm Sewer Plan - Parkside Trial, drafted by Campion Engineering Services, Inc., dated August 9, 2011;

   iii. Natures Crossing Fifth Addition Grading Plan drafted by Campion Engineering Services, Inc., dated August 9, 2011; and

   iv. Natures Crossing Fifth Addition Storm Water Pollution Prevention Plan drafted by Campion Engineering Services, August 9, 2011,

   (hereinafter referred to as the "Plans").

4. Minnesota Statutes Section 462.357 grants to the City, for the purpose of promoting the public health, safety, morals and general welfare, the authority to regulate use of land within the City through zoning regulations.

5. The City Council has adopted a planned unit development (hereinafter referred to as "PUD"):

   (1) To encourage a more creative and efficient development of land and its improvements through the preservation of natural features and amenities than is possible under the more restrictive application of zoning requirements. This section may allow modifications such as non-standard lot sizes, private streets and driveways, reduced rights-of-way and street widths, housing types, zero lot lines and building setbacks. These changes shall meet the standards and purposes of the comprehensive plan while preserving the health, safety, and welfare of the citizens of the city.

   (2) To allow for the potential mixture of uses in an integrated and well planned area when such mixing of land uses could not otherwise be accomplished under this title.

(3) To ensure concentration of open space into more usable areas, and a preservation of the natural resources of the site.

(4) Protects natural features in private, common and public open space.

(5) To facilitate the economical provision of streets and public utilities.

(6) To facilitate mixed use developments, and/or affordable housing, recreational uses and institutional uses.

Dayton City Code §1001.10, Subd. 2.

7. Dayton City Code §1001.10 states that Final Development Plans (Final PUD) shall meet specific criteria

8. The proposed development meets the Code criteria, is not in conflict with the Comprehensive Plan, will not be detrimental to the surrounding properties, to existing roads and traffic, and the general health, safety and welfare of the public, provided it is subject to and meets the conditions set forth in this Resolution.

9. Minnesota Statues Section 462.358, grants the City, for the purpose of protecting and promoting the public health, safety and general welfare, the authority to adopt subdivision regulations providing for the orderly, economic and safe development of land within the City.

10. The proposed subdivision of the Property is governed by City Code.

11. The Developer has submitted the Final Plat for the City's review and approval.

12. The Final Plat meets the City Code requirements and is subject to the conditions set forth in this Resolution.

DECISION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, based upon the information received and the above Findings, the Plans and Final Plat are hereby approved and the Mayor and Clerk are authorized to execute and release the Final Plat, subject to the following conditions set forth below that must be met, to the satisfaction of the City, prior to the release of the Final Plat, unless otherwise stated:

1. At all times, all buildable lots must be connected to sanitary sewer and municipal water. A certificate of occupancy will not be issued for specific lots until such time that said connection is made.

2. The Property shall, at all times, comply with all applicable federal, state and local rules and regulations.

3. Prior to release of the Final Plat the Developer shall comply, to the satisfaction of the City Engineer, with all requirements of the City Engineer in it Memorandum dated August 26, 2011 attached hereto as Exhibit "A" and the following requirements:

a. A lift station design and location and sewer alignment needs to be finalized by the City. The finalized design, location and alignment will be part of and incorporated into the Plans.

b. The Plans shall be modified to provide for the depiction of proposed grading in Outlot A west of the backyards from the homes abutting Parkside Trail.

c. The location of an overland swale along the north property line from the storm sewer in Hackberry Lane needs to be finalized by the City to maintain the drainage in the area to the wetland in relation to impacts of overland swale in the backyards. The finalized design and location will be part of and incorporated into the Plans.

Further, prior to release of the Final Plat, Developer shall execute the Developer's Agreement attached hereto as Exhibit "B".

4. All construction activities on the Property shall, at all times, comply with the Plans, the Developer's Agreement, this Resolution and City Code, including, but not limited to, the paving of all driveways.

5. Developer shall plant on all non-wooded lots at a minimum four (4) trees that are a minimum two and half (2 ½) caliper inch deciduous trees or six (6) foot high evergreen trees. To guarantee compliance with the landscaping installation requirement, building permits will not be issued until the City is provided with a $1,250.00 cash escrow for each building permit.

6. No building permits shall be issued until access and construction access to lots has been reviewed and approved by the City Public Works Director, City Engineer and City Fire Marshal.

7. Developer's cash obligation for park dedication has been computed based upon the formula approved by City for use in the year 2011 and based on said formula the

park dedication amount to be paid for the Final Plat is $66,808.00 (which represents 14 lots times $4,772.00). In the event the City approves an amendment to the park dedication formula prior to release of the Final Plat, the above-referenced payment shall be adjusted based upon the computation formula approved by City in effect when the Final Plat is actually released for filing with the Hennepin County Recorder or Registrar of Titles. The park dedication fee as set forth above shall be paid prior to the Final Plat being released for filing at the Hennepin County Government Center.

8. No building permits shall be issued until the plat legal description is approved by the City Attorney, final plat is recorded, required improvements have been made, Developers Agreement and other documents required herein to be recorded are executed and recorded, and the City is provided with recording information.

9. At all times, the Developer shall pay upon demand all reasonable expense, related to review, analysis, processing, monitoring, drafting and approvals as determined by the City, that the City incurs in relation to this development and Resolution, and shall provide an escrow deposit in an amount to be determined by the City. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees incurred in relation to the development.

10. The Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to $100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, park dedication, and drainage and utility easements). $100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2011. If Final Plat is not released for filing in the year 2011, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the Final Plat is actually released for filing with the Hennepin County Recorder. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancies until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Resolution and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

11. The Developer shall post an irrevocable Letters of Credit in favor of the City, on a form and institution approved by the City Attorney, in the amount of $399,700.00, to assure compliance with its obligations established in this Resolution, the Developer's Agreement and other obligations related to this development.

12. The Final Plat must be filed and recorded with Hennepin County within two years of the date of this Resolution. If the Final Plat is not timely filed or recorded, this Resolution and all approval herein shall be void with no further action required by the City Council.

13. Developer shall file and record with the Hennepin County Recorder or Registrar of Titles contemporaneously with the filing and recording of the Final Plat restrictive convents against all lots of Natures Crossing Fifth Addition not allowing, among other things, outside storage of any unlicensed vehicles and allowing only one camper or one recreational trailer or boat. The Final Plat shall not be released until said restrictive covenants are reviewed and meet all requirements of the City Attorney. All lots in Final Plat shall be subject to the R-1S requirements, including legally adopted updates to the R-1S Zoning Code as they are adopted by the City from time to time. Regardless of the R-1S Zoning Ordinance, lots within the Final Plat shall have the following setbacks:

a.	Front – dwelling	25 feet
b.	Rear – dwelling	20 feet
c.	Side – dwelling	10 feet
d.	Side – garage	5 feet
e.	Front – accessory structure	25 feet
f.	Side – accessory structure	5 feet
g.	Rear – accessory structure	5 feet
h.	Height – measured at grade	45 feet

14. The terms and conditions of previous approvals and agreements governing the development and use of the Property, not modified by this Resolution, shall remain in full force and effect and continue to govern the development and use of the Property.

Adopted this 13th day of September 2011, by the City Council of City of Dayton.

Motion made by Councilmember McNeil, seconded by Councilmember Forseth
Ayes: Mayor Anderson, Councilmembers Hoke, Forseth, McNeil, and Shermer
Nays: None

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

[City Engineer Memorandum]

Memorandum

Bonestroo

2335 Highway 36 W
St. Paul, MN 55113

Tel 651-636-4600
Fax 651-636-1311

www.bonestroo.com

To:	Erin Stwora	Project: Natures Crossing 5th Addition	Date:	08-26-11
From:	Mark Hanson Katie Warner Brad Schleeter	Client: City of Dayton		
Re:	Preliminary Plan Review		File No:	000174-11000-1
Copy:	Mike Elhard			

BACKGROUND

The developer for Natures Crossing has submitted plans for Natures Crossing 5th Addition.

The proposed development will be completed by:

Developer: MTD Properties Contact: Tom Dehn
Engineer: Campion Engineering Services Contact: Marty Campion

The following items were submitted and were used for this review:

- Preliminary plans dated August 10, 2011.
- Storm sewer calculations dated August 8, 2011.

SITE CONDITIONS

The existing site is rolling topography.

STREETS

Access to the site is from the existing Natures Crossing development from Hackberry Lane and Parkside Trail N.

Hackberry Lane and Parkside Trail are proposed to be constructed with mountable curb and gutter and 31-foot back to back wide with a 5-foot concrete sidewalk. A 60-foot right-of-way is provided for the street.

SANITARY SEWER

Natures Crossing 5th Addition is located in the SE-A Subdistrict of Dayton's Comprehensive Sanitary Sewer Plan. Gravity sanitary sewer is extended to the limits of the proposed development.

A lift station is required to serve Natures Crossing 5th Addition and the remainder of the subdistrict. The lift station will ultimately serve 59.2 acres with 5.6 acres being Natures Crossing 5th Addition. The City and developer will need to work out an agreement to determine cost and responsibility for the lift station.

Two different locations have been identified for the lift station. A soil boring in each location should be taken to help determine if one location is more suitable for the lift station based soil conditions. The plans that were submitted show the lift station adjacent to Elm Creek Road.

The lateral sanitary sewer collection system with in Natures Crossing 5th Addition will be 8-inch and will generally be located within public streets.

WATER MAIN

Natures Crossing 5th Addition is not located with in Dayton's service area. This area is served by a water supply connection to Champlin.

An 8" water main is constructed to the limits of the proposed addition and will be extended throughout and generally parallel the sanitary sewer.

GRADING & STORM WATER

The grading plan should clearly show existing and proposed contours.

The swale that was graded on the north side of Lots 1-7, Block 1 with Natures Crossing 4th Addition should be shown on the plans.

It is recommended the EOF between Lots 2 & 3, Block 2 be lowered to 893.5 to provide a minimum of 2-feet of freeboard for the adjacent homes.

The pipe between the flared end section and CBMH-1 has a calculated velocity of 10.56 ft/s. This shall be reduced to around 6 ft/s to prevent erosion in the proposed swale.

The flared end shall have rip rap installed at the end and the bank to the west shall be armored with rip rap to prevent erosion while turning the water north towards the pond.

The end of the 8" PVC between Lots 5 & 6, Block 1 shall have rip rap installed and the bank to the north shall be armored with rip rap to prevent erosion while turning the water east towards the pond.

Provide a detail for the rodent guard that is proposed on the end of the 8" PVC between Lots 5 & 6, Block 1. It is recommended a flared end section be installed.

The plan identifies installing Category 4 erosion control blanket in the proposed swale to the pond which is not sufficient to prevent the bank of the pond from eroding. The pond slope shall be armored with rip rap in the location where the swale discharges or a piped inlet to the pond shall be constructed.

The grading plan shall note that the existing swales identified on Lot 1, Block 3, Lot 3, Block 2, and between Lot 5 & 6, Block 1 will be regarded and will no longer function as swales.

Add a note to remove the flared end section and pipe from STMH-2 on Lot 3, Block 2 in plan view.

The pond outlet will need to be salvaged and reinstalled based on the proposed alignment for the sanitary sewer and force main. The pipe should be reinstalled so that it ties into the existing slopes.

The existing pipe that was installed with the 4th Addition along the south side of the pond shall be shown on the plans.

EASEMENTS

The proposed and existing drainage and utility easements shall be shown on all sanitary sewer, water main, storm sewer, street and grading plan sheets.

The City standards require a 10-foot drainage and utility easement be provided on each side of the pipe. The drainage and utility easement for the storm sewer pipe between Lot 3 & 4, Block 2 and Lots 5 & 6, Block 1 is identified as 7.5 feet.

A drainage and utility easement shall be described above the 100yr HWL for the backyard drainage area on Lots 1-4, Block 2.

Gravity sanitary sewer and force main are proposed to be extended to the adjacent property where the existing pond is located. Drainage and utility easement is required over these utilities.

The swale on Lot 3, Block 2 where the emergency overflow for the backyard drainage is located shall have a drainage and utility easement for the overland drainage route.

WETLANDS

The site currently has a delineated wetland. The complete wetland delineation shall be identified on all construction sheets. Temporary wetland impacts are anticipated based on the proposed utility alignments. Wetland impacts and mitigation plans shall be submitted to the City and for review and approval. DNR permit shall be obtained for the impacts if warranted.

EROSION CONTROL

Erosion control narrative is included on the Stormwater Pollution Prevention Plan. Locations of erosion control measures should be identified in the plans for final approval. The submittal should indentify locations for the following:

1. Rock construction entrance
2. Heavy duty silt fence along wetlands.
3. Silt fence along plat boundary.
4. Inlet protection at catch basins with proper maintenance.
5. Erosion control blanket.
6. Ditch checks.

PRIVATE UTIITIES

The developer must coordinate the burial of all future private utilities to serve the development. The security amount will be determined after review with each private utility.

FINACIAL RESOPONSIBILITIES /CASH ESCROW / LETTER OF CREDIT

Fees

Natures Crossing participated in financing the improvements to Goose Lake Road which satisfied their requirements for a transportation fee.

The overall plat for Natures Crossing was originally approved on December 10, 2002 prior to implementation of the trunk storm water fee therefore it is not proposed to be collected with the 5th Addition.

Cash Escrow

The developer is required to pay a cash escrow to the City. The escrow is applied to engineering review, legal, construction observation, and updating base maps with record drawings and is estimated at 4% of the construction cost.

Letter of Credit

The developer is required to establish a letter of credit with the City. The letter of credit amount, based on the City's policy is 110% of the estimated cost for the public improvements. The estimated costs are shown below:

Sanitary Sewer	$86,100
Watermain	$58,350
Storm Sewer	$57,150
Streets	$161,750
Subtotal	$363,350
10%	$36,350
Total Letter of Credit	$399,700

Connection/Area Charges

Connection/ area charges are collected at the time a building permit is issued in accordance with past agreements with the City of Champlin/Metropolitan Council Environmental Services.

The developer is required to submit the final plat and construction record drawings in electronic format.

RECOMMENDATIONS

Engineering staff recommends the following for engineering approval:

- The requirements and stipulations of this review are met.
- The requirements of Elm Creek Watershed and all jurisdictional agencies associated with storm water review.
- All requirements for temporary wetland impacts are met.
- A letter of credit be established in accordance with the City's policy.
- The agreement to construct and maintain the lift station is finalized and executed.

Approval is also subject but not limited to review by the City Administrator, Zoning Administrator, and the City Attorney.

EXHIBIT "B"

[Developers Agreement]

DEVELOPER'S AGREEMENT
FOR NATURES CROSSING FIFTH ADDITION
CITY OF DAYTON, COUNTY OF HENNEPIN, STATE OF MINNESOTA

THIS AGREEMENT made and entered into the 13 day of September, 2011, by and between the City of Dayton, a Minnesota municipal corporation, 12260 S. Diamond Lake Rd., Hennepin and Wright Counties, State of Minnesota (hereinafter referred to as the "**City**"), and MTD Properties, LLP, a Minnesota limited liability partnership, 13601 Balsm Lane, Dayton, County of Hennepin, State of Minnesota (hereinafter referred to as the "**Developer**").

RECITALS:

WHEREAS, Developer is the fee owner and developer of a parcel or parcels of land lying within the City and legally described in Exhibit "1" and which property is proposed to be developed as a subdivision in the City bearing the name "Natures Crossing Fifth Addition" (hereinafter referred to as the "**Property**" or "**Natures Crossing Fifth Addition**"); and

WHEREAS, the City Council, on December 10, 2002, passed Resolution No. 36-2002 conditionally approving the preliminary development plan and preliminary plat of Natures Crossing (hereinafter referred to as the "**Preliminary Plat**"); and

WHEREAS, the City Council on September 13, 2011, passed Resolution No. 44-2011 conditionally approving the Fifth phase of the Preliminary Plat consisting of the Final Stage Planned Unit Development Plans drafted by Campion Engineering Services, Inc., dated August 9, 2011 and on file with the City (hereinafter referred to as the "**Plans**"), and the final plat of Natures Crossing Fifth Addition drafted by Campion Engineering Services, Inc., and on file with the City (hereinafter referred to as the "**Final Plat**"); and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the development of the Property.

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

1. INCORPORATION. The above recitals are a material part of this Agreement and are incorporated herein. Further, City Resolution Nos. 36-2002, 10-2003, 14-2004, 63-2005, 21-2006, 63-2007, 69-2009 and 44-2011 (hereinafter collectively referred to as "**City Resolutions**") are a material part of this Agreement and are incorporated herein.

2. MEETING WITH CITY. Prior to commencing any construction activity on the Property, the Developer, their contractor and engineer shall meet with the City Engineer and Public Works Superintendent to discuss the improvements to be made to streets, utilities, and access to the Property.

3. CONSTRUCTION. Construction on the Property shall proceed in accordance with the Plans, the Preliminary Plat, the Final Plat, City Resolutions, City Code and this Agreement.

4. INSTALLATION OF IMPROVEMENTS.

   a. Developer to Install. The Developer shall install the improvements in, and adjacent to, Natures Crossing Fifth Addition as set forth in the Plans and this Agreement, including, but not limited to:

      i. street grading and graveling, including, but not limited to the construction of berms and boulevards;
      ii. Permanent street surfacing, including but not limited to concrete curb and gutter;
      iii. boulevard sodding;
      iv. sanitary sewer laterals or extensions, including but not limited to all necessary services, lift stations and other appurtenances;
      v. storm sewers, including but not limited to all necessary catch basins, inlets and other appurtenances;
      vi. watermain laterals or extensions, including but not limited to all necessary building services, hydrants, valves and other related items;
      vii. storm drainage systems;
      viii. landscaping;
      ix. grading of the Property and construction of corrected soil areas;
      x. street lighting; and
      xi. street signs.

(hereinafter referred to as the "**Improvements**") no later than one year from recording of Final Plat and/or Developers Agreement, whichever is earlier.

b. Records. Copies of all documents and information relating to the construction of the Improvements, including, but not limited to, all bids, changes orders, suppliers, subcontractors shall be provided to the City Engineer.

c. Approval of Contractors. Any contractor selected by the Developer to construct and install the Improvements shall be subject to the review and approval of the City. The City shall be provided, upon request, evidence of competency and adequate financial strength of any contractor selected by the Developer, which evidence shall be subject to the review and approval of the City.

d. Additional Work or Materials. The installation of the Improvements and all work to be completed by the Developer under this Agreement shall be done at no expense to the City. The Developer shall not do any work or furnish any materials not covered by the Plans and this Agreement, for which reimbursement is expected for the City, unless such work is first ordered and reimbursement is approved by the City Council. Any such work or materials which may be done or furnished by the Developer or its contractor without prior written order are furnished at the Developer's or its contractor's own risk, cost and expense, and the Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

e. Paving. Prior to commencing paving of streets, the Developer shall give the City twenty-four (24) hour notice of its intention to pave. If, in the sole determination of the City, weather conditions are unsuitable for paving said streets, the City shall, within six (6) hours of receiving Developer's notice, notify the Developer that it cannot proceed with said paving. The final lift of pavement shall only be commenced after the base course has been subjected to a complete freeze/thaw cycle and the direction has been given by the City Engineer. Failure of the City to give Developer notification shall not constitute a warranty that conditions are suitable for paving said streets.

f. Final Inspection/Acceptance. All Improvements are subject to the inspection and approval of the City Engineer and City Building Inspector to ensure conformity to the Plans, this Agreement and applicable governmental regulations. The Developer shall promptly correct any improvements done, as required by the City Engineer and City Building Inspector, to conform to the Plans, this Agreement and governmental regulations. The Developer agrees that the City shall have the final right

of inspection to determine if all conditions of approval for development of the Property and this Agreement are completed to the satisfaction of the City Building Inspector and the City Engineer. Upon completion of the work and construction required by this Agreement, the Developer shall inform the City and, whereupon final inspection shall be promptly undertaken by the City. Upon acceptance by the City, the improvements lying within public easements shall become City property.

g. As-built Plans. Upon completion of the Improvements and all work to be completed by the Developer under this Agreement, Developer shall provide the City with two full sets of reproducible record plans.

h. Indemnification. Any and all claims that arise or may arise against the Developer, its agents, servants, or employees while engaged in the performance of the development of Natures Crossing Fifth Addition, shall in no way be the obligation of the City. Furthermore, the Developer shall indemnify, hold harmless, and defend the City, its officers, employees, consultants and agents against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, consultants and agents may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or failure to act by the Developer, its agents, servants and/or employees.

i. Landscaping. Developer shall plant, prior to the issuance of a certificate of occupancy, on all non-wooded lots at a minimum four (4) trees that are a minimum two and half (2 ½) caliper inch deciduous trees or six (6) foot high evergreen trees. Developer shall guarantee that the above landscaping requirements shall survive two (2) full growing seasons. To guarantee compliance with the landscaping installation and guarantee requirement, building permits will not be issued until the City is provided with a $1,250.00 cash escrow for each building permit. The City, upon written request of the Developer and with approval of the City that the above landscaping requirements have been satisfied, shall refund the escrow amount on a per lot basis. If the above landscaping requirement does not survive two (2) full growing seasons, the City shall be entitled to retain the escrow and shall have the right, but not the obligation, to enter the Property to complete all remaining landscaping, or replace landscaping that does not survive said two (2) growing seasons and the Developer agrees to waive any claim of trespass against the City, its officers, employees and agents. In that event, the City shall complete or replace the landscaping, the City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, from the retained escrow. Any landscaping completed by the City pursuant to this Section is not warranted or guaranteed. The Developer shall indemnify, hold harmless, and defend

the City, its officers, employees, agents and insurers against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, agents and insurers may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section.

j. Insurance. The Developer shall furnish proof of insurance, subject to the review and approval of the City, covering any public liability or property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at minimum policy amounts of $1,500,000.00. The contractor shall keep the insurance in force at all times that construction of the development is in progress. The insurance must name the City as an additional insured and must provide that the insurer will give the City not less than 30 days written notice prior to cancellation or termination of the insurance policy.

k. Warranty. The Developer agrees to guarantee all work performed and all materials supplied for the construction of the Improvements referenced in the Plans for a period of one (1) year from final acceptance by the City and to promptly repair or replace any portion of the improvements found to be defective.

l. Lift Station. The City is requiring and the Developer agrees to construct, as part of the Improvements, a lift station that will serve the Property and other land (hereinafter referred to as the "**Lift Station**"). The Lift Station location and design will be finalized prior to any permit being issued for the Property. The approved plans for the Lift Station shall be part of and incorporated into the Plans. It is the intent of the City that the Lift Station design will be similar in size and configuration to attached Exhibit "2", will generally have the capacity and specifications as shown on attached Exhibit "3", and is planned to be located generally in one of the two locations shown on attached Exhibit "4". The Lift Station is intended to serve 134 lots, 15 of which are on the Property.

m. Future Reimbursement. Upon the connection of lots to the Lift Station that are outside the Property and the City collects area charges from those lots, the City shall reimburse Developer for the Lift Station oversizing to the extent that the oversizing cost is charged and recouped from said area charge payments in an amount not to exceed 89% of the Lift Station costs [89% is determined by dividing the total number of lots anticipated to be served by the Lift Station (135) by the number lots owned by the Developer (15)]; provided, however, that the City is obligated to make payments only from the said collected area charges and has no obligation to make payments from any other source. Developer recognizes, acknowledges and agrees that the amount of said reimbursement is not guaranteed and that the amount of the charges made for oversizing by

the City to the lots served by the Lift Station rest in the discretion of the City Council.

5. PAYMENT OF SEWER AND WATER CONNECTIONS. Developer shall pay or cause to be paid, prior to the issuance of a building permit, the then current rate, as determined by the City, for connection to the City sewer and water system.

6. EASEMENTS. The Developer shall, prior to release of final plat, cause the following easements to be displayed on the Final Plat, subject to the review and approval of the City:

   a. drainage and utility; and
   b. all road right of way required as a condition of plat approval.

   Developer must provide to the City, prior to release of the Final Plat, any such easements required as a condition of Final Plat approval and not displayed on the Final Plat, in recordable form, as reviewed and approved by the City

7. RESTRICTIVE COVENANTS; ZONING REQUIREMENTS. Developer shall record restrictive convents, that have been approved by the City, against all lots of Natures Crossing Fifth Addition not allowing, among other things, outside storage of any unlicensed vehicles and allowing only, at a maximum, one camper or one recreational trailer or boat. All lots in Natures Crossing Fifth Addition Plat shall be subject to the R-1S requirements, including legally adopted updates to the R-1S Zoning Code as they are adopted by the City from time to time. Regardless of the R-1S Zoning Ordinance, lots within the Natures Crossing Fifth Addition, the following setbacks shall apply:

a.	Front – dwelling	25 feet
b.	Rear – dwelling	20 feet
c.	Side – dwelling	10 feet
d.	Side – garage	5 feet
e.	Front – accessory structure	25 feet
f.	Side – accessory structure	5 feet
g.	Rear – accessory structure	5 feet
h.	Height – measured at grade	45 feet

8. EROSION AND SEDIMENT CONTROL. City Code §1001.33 and other applicable provisions of City Code shall apply to the construction of this Development, including but not limited to stormwater management regulations, best management principles and silt fencing requirements. Developer shall comply with City Code §1001.33 and other applicable provisions of City Code to the satisfaction of the City.

9. LETTER OF CREDIT.

a. Establishment. The Developer has submitted a cost estimate for the improvements for Natures Crossing Fifth Addition. Based on those cost estimates Developer shall provide, prior to the release of the Final Plat, security by way of an Irrevocable Letter of Credit in the amount of $399,700.00, in a form acceptable to the City, to guarantee the Developer's compliance with all the requirements set forth in this Agreement and guaranteeing the completion of all Improvements pursuant to the Plans in a good and workerlike manner, payment of all fees required herein or any other default in its performance of this Agreement. In the event Developer fails to complete the said improvements in accordance with the provisions of this Agreement and within a timeframe determined by the City, the City may declare a default under the Agreement by ten (10) days written notice to Developer, and thereafter may draw upon the Letter of Credit, in whole or in part for the purpose of curing any such default. Said Irrevocable Letter of Credit shall be renewable on an annual basis and shall provide for the City to receive notice of renewal at least ten (10) days prior to the date of renewal.

b. Expiration. In the event the Irrevocable Letter of Credit, which by its terms will become null and void prior to the time at which all money or obligation of Developer is paid or completed pursuant to this Agreement, it is agreed that Developer shall provide City with a new letter of credit, acceptable to City, at least thirty (30) days prior to the expiration of the said expiring letter of credit. If a new letter of credit is not received as required above, City may declare a default in the terms of this Agreement and draw in part or in total, at City's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligations.

c. Failure to Perform. It is further agreed that, should the Developer fail to perform any of the duties, conditions or terms of the City Resolutions or this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the Dayton City Council, the City shall be entitled to execute on the full amount of the Letter(s) Of Credit and shall have the right, but not the obligation, to enter the Property to cure any defaults. In that event, the City shall complete the performance, acquisition, project or work in accordance with this Agreement or the Plans set forth above, or in such other manner as is deemed reasonable by the City, or defend against any claims, the City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, from Letter of Credit funds. Any improvements completed by the City pursuant to this Paragraph are not warranted or

guaranteed. The Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Paragraph.

d. Deficiency. In the event that the Letter of Credit is used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, Developer agrees that upon being billed by the City, Developer will pay said deficiency amount to City within ten (10) days of the mailing of said billings to Developer. If Developer fails to pay, the City may assess all cost, including, but not limited to, staff time, engineering fees and legal fees, against each lot of Natures Crossing Fifth Addition. Developer agrees that the Property will be benefited by the work completed by the City in at least the amount of the City billing. Developer expressly waives all rights to appeal in the courts, together with objection to any irregularity with regard to the assessment for the improvements, but retains the right to appeal whether the amount incurred by the City is reasonably necessary. Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there should be an overage in the amount of utilized security City will, upon making said determination, refund to Developer any monies which City has in its possession which are in excess of the surety needed by City. In addition to the above, the City may seek a civil judgment against the Developer for the above amounts demanded by the City.

e. Release. Developer may request of City that the Letter of Credit be released when all improvements have been completed, as determined by the City, and the City determines that no more surety is required to guarantee performance under this Agreement and the Resolutions.

10. PARK DEDICATION. Developer's cash obligation for park dedication has been computed based upon the formula approved by City for use in the year 2011 and based on said formula the park dedication amount to be paid for the Final Plat is $66,808.00 (which represents 14 lots times $4,772.00). In the event the City approves an amendment to the park dedication formula prior to release of the Final Plat, the above-referenced payment shall be adjusted based upon the computation formula approved by City in effect when the Final Plat is actually released for filing with the Hennepin County Recorder or Registrar of Titles. The park dedication fee as set forth above shall be paid prior to the Final Plat being released for filing at the Hennepin County Government Center.

11. ENGINEERING REQUIREMENTS. Prior to release of the Final Plat, the Developer shall comply, to the satisfaction of the City Engineer, with any and all requirements of the City Engineer which include, but is not limited to, certain modifications to the Plans.

12. ACCESS. Access, and temporary construction access, to all lots of Natures Crossing Fifth Addition must be reviewed and is subject to approval of the Public Works Director, City Engineer and Fire Marshal.

13. ESCROW. The Developer shall pay to the City upon demand, expenses, determined by the City, that the City incurs in administering the Resolutions, this Agreement and the construction contemplated herein and shall provide an escrow deposit to the City in an amount to he determined by the City. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and fees for inspection services.

14. PROTECTION OF WOODED AREAS AND STEEP SLOPES. During the development of Natures Crossing Fifth Addition, Developer shall follow all measures to protect any wooded areas and steep slopes on the Property as determined and directed by the City Engineer.

15. NOTIFICATION INFORMATION. Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows:

If to City:

City of Dayton
12260 S. Diamond Lake Road
Dayton MN 55327
Attn: City Administrator

If to Developer:

MTD Properties, LLP
13601 Balsm Lane
Dayton, Minnesota 55327
Attn: Tom Dehn

16. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with Final Plat development.

17. CITY ATTORNEY REVIEW. The Developer shall provide an updated

and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to $100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, park dedication, and drainage and utility easements). $100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2011. If Final Plat is not released for filing in the year 2011, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the Final Plat is actually released for filing with the Hennepin County Recorder. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancies until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Resolution and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

18. BUILDING PERMITS. No building permits shall be issued until the plat legal description is approved by the City Attorney, the Final Plat is recorded, any required improvements have been made, all provisions of this Agreement have been satisfied, this Agreement is executed and recorded, restrictive covenants and Association documents have been executed and recorded, park dedication fees paid and outstanding fees due as required herein or as due for City review and/or inspection of development have been paid and any required sureties have been established.

19. GRADING. Grading work may begin on the Property prior to execution and release of the Final Plat, subject to the following conditions: prior to commencing work on the Property, the Developer, their contractor and engineer, if any, shall meet with the City Engineer, Public Works Department, Building Official, Zoning Administrator, and other City staff to discuss the improvements to be made to Natures Crossing Fifth Addition; and no grading or grading work may commence until Developer has submitted a final grading and drainage plan subject to review and

approval of the City Engineer. All work in accordance with said grading plan in wetland areas is subject to the review and approval of the City, the Department of Natural Resources and Army Corps of Engineers. Further, all grading is completed at the risk of the Developer and grading completed pursuant to this Paragraph is not a guarantee that the Final Plat will be released.

20. RESPONSIBILITY FOR DAMAGE TO PUBLIC PROPERTY. Developer agrees to assume full financial responsibility for any damage that may occur to public property when said damage occurs as a result of the activity which takes place during the development of Natures Crossing Fifth Addition. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in Natures Crossing Fifth Addition. In the event the Developer fails to maintain or repair the damaged public property referred to aforesaid, Developer agrees that City may, but is under no obligation to, undertake making and causing said damage or clutter to be repaired or cleaned. When City undertakes such repair, Developer shall reimburse the City for all of its expenses within ten (10) days of City's billing to Developer. Failure to make such timely payment shall be cause for default under this Agreement.

21. STREET CLEANING. During the development of its parcels, Developer shall keep the streets adjoining its development free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to Natures Crossing Fifth Addition, City is hereby authorized to immediately commence street cleaning operation if streets are not cleaned by the Developer after twenty-four (24) hours of the violation. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that street cleaning operation is immediately necessary, City may perform the necessary street cleaning. City will then bill Developer, as the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within ten (10) days of such billing shall be cause for default under this Agreement.

22. DEFAULT. In the event the Developer, its successors or assigns violates any of the covenants and agreements herein contained, the City is hereby granted the right and privilege to declare the Developer in default of this Agreement. City may thence immediately and without notice or consent of Developer use all of the deposited escrow funds and surety funds, if any, to cure said default, and to the extent not satisfied from such funds, to bring legal action against Developer to collect any sums due pursuant to this Agreement. Developer hereby grants City and City's employees, representatives or agents the right to enter the Property to perform any act

deemed necessary by City to complete Developer's obligations created herein.

23. MISCELLANEOUS.

a. Runs with the Property. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

b. Recording. This Agreement shall be recorded against the Property by the Developer. No building permits shall be issued until the City is provided with recording information.

c. Integration. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties as it relates to the specific terms and obligations herein, and supersedes any other such written or oral agreements between the parties.

d. Warrant of Authority. Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.

e. Attorney's Fees. Developer will pay to City, if the City prevails, reasonable attorney's fees to be fixed by the Court in the event a suit or action is brought to enforce the terms of this Agreement.

f. Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in anyway be affected or impaired thereby.

g. Data Practices Compliance. Developer will have access to data collected or maintained by the City to the extent necessary to perform Developer's obligations under this Agreement. Developer agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter the "Act"). Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Developer

agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Developer's failure to comply with the requirements of the Act or this Agreement. Upon termination and/or completion of this Agreement, Developer agrees to return all data to the City, as requested by the City.

h. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

i. Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.

J. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood that subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.

k. Non-Waiver. The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

l. Cumulative Rights. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF DAYTON

By: _____
Its: Mayor Doug Anderson

By: _____
Its: Clerk, Sandra Borders

MTD PROPERTIES, LLP

By: _____
Its: partner

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 13 day of September, 2011 Doug Anderson, Mayor, and Sandra Borders, City Clerk, of the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation.

PAULA MARIE SCHWICHTENBERG
Notary Public-Minnesota
My Commission Expires Jan 31, 2016

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this __day of _____, 2011 by _____ and _____, the _____ and _____ of _____, on behalf of said _____.

_____
Notary Public

This Document Drafted By:
Hoff, Barry & Kozar, P.A. (SBL)
160 Flagship Corporate Center
775 Prairie Center Drive
Eden Prairie, MN
(952) 941-9220

[Insertion of Lender's Consent if required by the City Attorney after Title review]

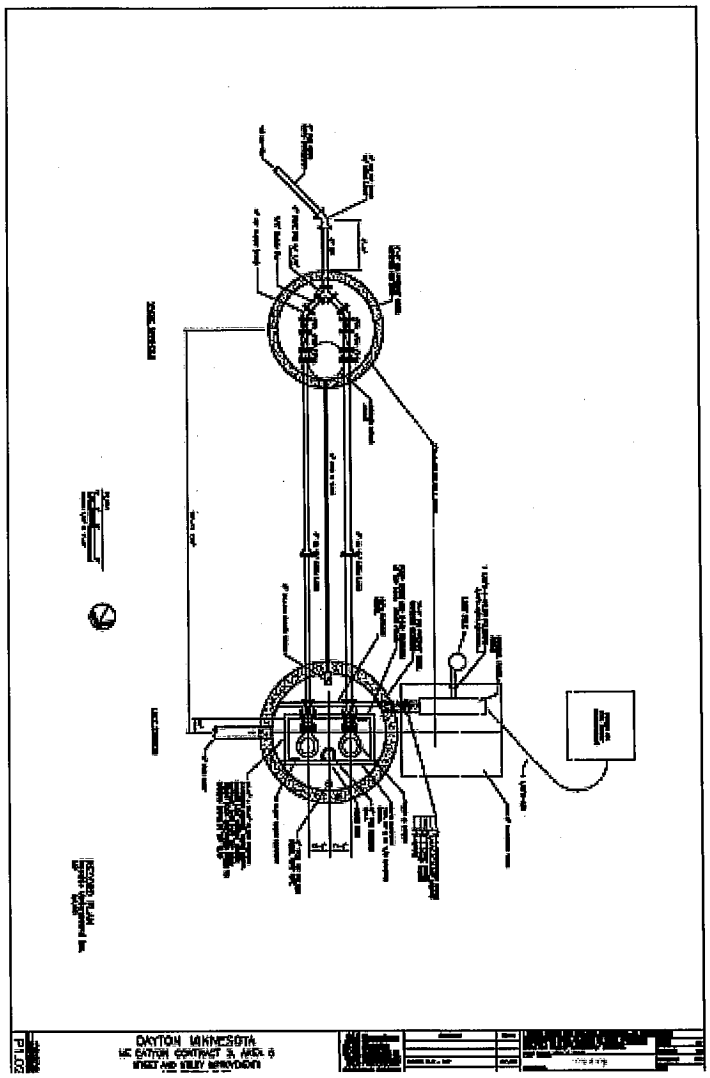
EXHIBIT "1"

LEGAL DESCRIPTION OF THE PROPERTY

Outlot A, NATURES CROSSING FOURTH ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof.

EXHIBIT "2"

GENERAL LIFT STATION PLANS


DAYTON MINNESOTA
NE DAYTON CONTRACT 3, AREA 6
STREET AND UTILITY IMPROVEMENTS

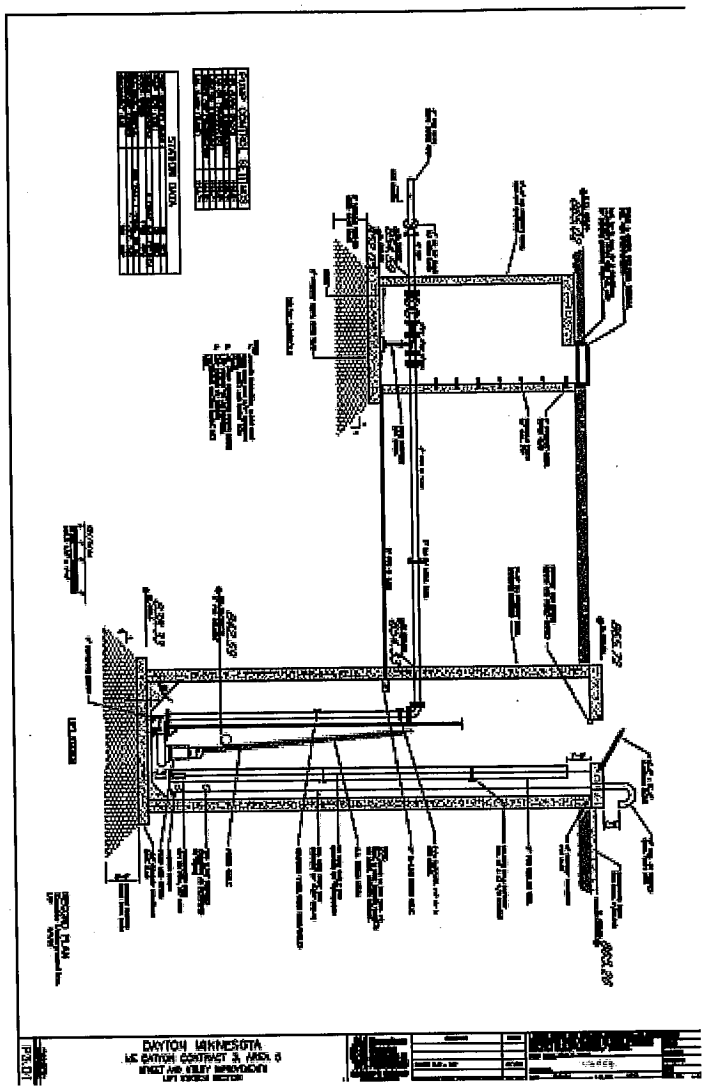

DAYTON MINNESOTA

EXHIBIT "3"

LIFT STATION GENERAL SPECIFICATIONS

Natures Crossing Lift Station
August 3, 2011

Natures Crossing(1-5 Additon) Units	91 Lots
Natures Crossing(1-5 Additon) Area	40.2 Acres
Average Acres/Lot	2.26 Lots/Acre

LS Service Area	59.2 Acres
Approx. Units	134 Lots

Average Daily Flow Rate (Comp Plan)	216 Gal/Unit
Peak Flow Factor	4
Average Daily Flow to LS	0.029 MGD
Peak Flow to LS	0.116 MGD

	LOCATION #1	LOCATION #2
Low Pt Ground Elevation	874 ft	874 ft
Distance to LS	500 lf	1300 lf
Min Grade 8" Sanitary	0.40%	0.40%
Sanitary Sewer Invert	862 ft	858.8 ft
Ground Elevation	872 ft	890 ft
Rim to invert depth LS	10-15 ft	30-35 ft
Forcemain Length	1300 lf	500 lf
Invert Elevation EXMH	891.28 ft	891.28 ft
Elevation difference	30 ft	33 ft

EXHIBIT "4"

GENERAL LIFT STATION LOCATIONS SITES

LIFT STATION SERVICE AREA

DAYTON, MN

NATURES CROSSING

I:\174\174GEN\NATURES CROSSING\NATURES CROSSING 5TH ADDITION\NATURES CROSSING FIGURE 1-LIFT STATION LOCATIONS.DWG

FIGURE 1

Bonestroo

0 100 200

Horizontal Scale in Feet

N