

JOINT AGREEMENT AND RESOLUTION BETWEEN THE CITY OF DODGE CENTER, THE TOWNSHIP OF ASHLAND, AND DODGE COUNTY, MINNESOTA FOR GROWTH MANAGEMENT, ORDERLY ANNEXATION AND THE EXERCISE OF JOINT POWERS FOR PLANNING AND LAND USE CONTROL

THIS AGREEMENT is made this _____ day of _____, 2003, ("Effective Date") between the Township of Ashland, of the County of Dodge, State of Minnesota, herein called "Township," the City of Dodge Center of the County of Dodge, State of Minnesota, a Municipal Corporation, herein called "City," and the County of Dodge, State of Minnesota, a Municipal Corporation, herein called "County,".

This is an agreement relating to growth management and constitutes a "Joint Resolution" between the City, Township, and County, authorized by Minnesota Statutes §414.0325 providing for a procedure and a framework for orderly annexation of a part of the Township to the City. This Agreement also provides for the joint exercise by the City and Township of their respective planning and land use control authority pursuant to Minn. Stat. 471.59 and Minn. Stat. 414.0325 (Subd. 5).

SECTION ONE – RECITALS

- A. The City and Township have participated in the Dodge County Community-Based Planning (CBP) Comprehensive Plan. The City has projected anticipated future urban expansion and has studied its ability to provide services to areas outside its boundary to accommodate such growth.
- B. Environmental and Open Space Preservation: The City and Township agree that preservation of prime farmland and natural amenities are important, and both parties will strive to maintain prime farmland, scenic, and environmentally sensitive areas in accordance with the Dodge County (CBP) Comprehensive Plan.
- C. The Township acknowledges the City's urban expansion needs and has concluded that it would be beneficial to the Township, and to property owners remaining in the Township after annexation, to enter into this Agreement with the City so that the area to be annexed will be developed in an orderly fashion, maximizing the use of investments in utility and roadway infrastructure, and providing for the most desirable and best economic plan for both the City and the Township.
- D. The City and Township therefore desire to establish an agreement for the Orderly Annexation of a designated area as described in "Exhibit A" attached hereto.

IN CONSIDERATION OF THE MUTUAL COVENANTS contained herein and for other good and valuable consideration, the parties agree as follows:

- E. The parties to this agreement intend it to be binding with all the rights, privileges, and obligations attached thereto. All parties intend to be bound by this agreement and shall not violate its terms. None of the parties shall exercise any legislative authority either now existing or which may be later created in a way which violates the terms of the agreement. All parties understand that they may not limit the power of the legislature over annexation, and such is not their intent. Instead, the parties agree to refrain from exercising any legislative authority, now or into the future, in a way that would violate the terms of this agreement.

- F. If any provision of this agreement is declared invalid for any reason by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be effected and the agreement shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

SECTION TWO - DEFINITION OF TERMS

- A. The words "shall" or "will" are mandatory. The word "may" is permissive.
- B. "Orderly Annexation" as defined in MN Statutes 414.0325 and 462.3535 (Subd.5).
- C. "Joint Planning" as provided for in Minn. Stat. 471.59 and Minn. Stat. 414.0325 (Subd. 5).
- D. "Official controls" means ordinances, regulations and policies which control the physical development of the city and use of land, or any detail thereof and implement the general objectives of the comprehensive plan, including ordinances establishing zoning, subdivision controls, site plan regulations and official maps.
- E. "Local Zoning Authority" means the County, City, or Township Planning and Zoning body, which has zoning authority within the Orderly Annexation Area.
- F. "Municipal Services" means, especially, municipal water and waste water treatment.

SECTION THREE – ORDERLY ANNEXATION AREA

- A. The property described in Exhibit "A" that is subject to annexation by the City pursuant to this Agreement will constitute the "Orderly Annexation Area."
1. This area is located within the designated "Urban Expansion Area" within Ashland Township, which includes all of Section 3, land in Sections 4 and 5 that is north of US Highway 14 up to the Ashland Township line, and the SE ¼ of the NE ¼ of Section 4.
 2. The Orderly Annexation Area is designated as in need of Orderly Annexation and no consideration by the Director of the Minnesota Office of Strategic and Long-Range Planning is necessary, no alteration of the boundaries is appropriate, and all conditions of annexation have been provided for in this Resolution.
 3. The Director of the Minnesota Office of Strategic and Long-Range Planning may review and comment only and shall order the annexation of Phase I within thirty (30) days of receipt of this Resolution subject to a landowner petition(s) and City Resolution as noted in Section Five A.2., and each subsequent phase as described in this Agreement upon the filing of a Resolution as described in this Agreement.
- B. The area being designated for Orderly Annexation has immediate urban development potential or urban development potential within the next five to twenty years.
1. The City will support annexations within this area providing the extension of services can be done in an orderly and cost effective way.

2. The City shall not petition nor consent to any annexation of any area in the Township except pursuant to this Agreement.
 3. The Township will not object to annexation requests within this area.
 4. The City retains the right to deny any annexations that are not contiguous with the City's corporate boundaries.
- C. No change in population is projected within Phase I of the Orderly Annexation.

SECTION FOUR - ANNEXATION PHASING SCHEDULE

- A. The Township and City agree that phasing the growth envisioned for the annexation area would benefit the City by reducing the financial risk of extending core facilities into the Orderly Annexation Area by extending such facilities gradually rather than all at one time. This would also allow for the burden imposed by the growth to be gradually born by the City so that the level of services needed by the new development could be supplied on a gradual and phased basis.
- B. The Township has agreed that a phased development plan as envisioned by this Agreement would benefit the Township by phasing the impact of lost tax base on the remaining Township government and easing financial and lifestyle burdens that an immediate annexation of the entire area would impose on Township residents.
- C. For the purposes of this Agreement, the Orderly Annexation Area will be divided into two (2) phases described as follows (parcels are fully described in Exhibit "A"):

Phase I (Parcels subject to petition immediately upon execution of this agreement):

#07-003-0200, present owner: Roger H. Chicos, 122.68 Ac
 #07-003-0100, present owner: McNeilus Steel, Inc., 5.63 Ac
 #07-003-0300, present owner: McNeilus Steel, Inc., 2.91 Ac
 #07-003-0800, present owner: McNeilus Steel, Inc., 6.73 Ac
 #07-003-0400, current Trustee: Douglas Page, 111.87 Ac
 #07-003-0401, present owners: Doug & Diane Page, 16.37 Ac

Phase II (10-20 years):

#07-004-0100, present owner: Thomas R. Henslin, 24.17 Ac
 #07-003-0600, present owner: Rowena Scherger, 156.13 Ac
 #07-003-0501, present owners: Lloyd, Jr & Gary Henslin, 73.31Ac
 #07-003-0801, present owners: Lloyd, Jr & Gary Henslin, 2.02 Ac

SECTION FIVE TIMING / LIMITS / TRIGGERS FOR ANNEXATION PHASES

- A. The Township and the City do upon their adoption of this Agreement, confer jurisdiction upon the Director of Strategic and Long Range Planning (hereinafter referred to as Director) over the various tracts described in this Agreement so as to accomplish said Orderly Annexation in accordance with the terms of this Agreement and Resolutions. The Director may review and comment, however, within thirty (30) days the Director shall order their annexation in accordance with the terms and condition of this Agreement and as follows:

1. Under no circumstances will the growth in the Orderly Annexation Area exceed a cumulative total of one hundred sixty (160) acres per calendar year measured from the year 2003 as year one.
 2. Phase I property may be annexed to the City after the execution of this Agreement, subject to a landowner petition followed by a City Resolution. The Director of the Minnesota Office of Strategic and Long-Range Planning shall then order annexation of the Phase I property within thirty (30) days following receipt of the City Resolution.
 3. Phase II property may be annexed by the City filing a Resolution with the Director of the Minnesota Office of Strategic and Long-Range Planning any time after January 1, 2013.
- B. The City is free to deny an annexation or extend the timing of a phase at any time at its sole discretion. This Agreement does not confer any rights upon any individual property owner to require the City to annex his or her property.
- C. The City may annex a portion of any phase prior to the date stated above, provided that the accelerated growth does not exceed the one hundred sixty (160) acres per year limitation; and that seventy-five percent (75 %) of the net developable area of the prior phase property annexed to the City has been platted and developed into occupied commercial, industrial, or residential units. This does not apply to the annexation and development of parcel #07-003-0200. An exception shall be permitted if land designated for one use has been fully developed and a petition is received for additional annexation for such use for which the City is able to extend municipal services within a reasonable time frame or if a petition is received for annexation for a use that is location sensitive such as a gas station.
- D. Exceptions to the Phasing Schedule: the City may annex property not described in Phases I, or II by Resolution if the property is adjacent to the City; is petitioned for by one hundred percent (100%) of the property owners within the area to be annexed, if the resulting annexation will not create a level of growth that exceeds the one hundred sixty (160) acres per year limitation subject to the exception in Section Five C. above, and the City is able to extend municipal services within a reasonable time frame.

SECTION SIX

OTHER CONDITIONS FOR ANNEXATION PHASES

- A. Annexation into the City of undeveloped parcels within the Orderly Annexation area above described, in their entirety or portions thereof, shall be uncontested by the Township provided:
1. There exists a development concept plan for the entire area being annexed, denoting the proposed land uses, major street patterns, storm drainage patterns, and subdivisions made up of lots consistent with the density standards of the City's zoning districts.
 2. There exists an approved utility improvement plan for extension of City sewer and water services for the entire area being annexed.
 3. Petition by the land owner for annexation to the City, or request by the City due to the construction of local improvements which benefit the property to permit assessments for all or a portion of the cost.

- B. The City will not accept any petitions for annexation signed by less than 50% of effected property owners.
- C. The City and Township prefer that annexation occur as a result of comprehensive development proposals rather than on a lot-by-lot basis. Individual lot annexation will be unopposed if development has already occurred and the property is contiguous to the City borders, or if a petition is received for annexation for a use that is location sensitive such as a gas station.

SECTION SEVEN

LAND USE, DEVELOPMENT, and ASSESSMENT POLICIES

- A. Land use in areas annexed will be governed by the City's Official Land Use Plan attached hereto as "Exhibit B".
- B. Agriculture will continue to be a permitted use in the areas annexed until development occurs.
- C. New development will be guided by City Policies that apply to General Development, Performance Standards, and Special Assessments and are attached hereto as "Exhibit C".

SECTION EIGHT

SEWER / WATER INFRASTRUCTURE INSTALLATION

- A. When sewer and water trunk facilities will be extended through a Township area in order to serve phases of the Orderly Annexation Area that are ready for urban development, the City agrees to notify the Township Board of the development plans. The City will copy the Township Board on any correspondence with Township property owners relating to easements or right-of-way acquisitions.
- B. Concurrent with the City's adoption of this "Joint Resolution", the City will have amended its sanitary sewer and water hook-up policy attached hereto as "Exhibit D" to include the following provisions relating to property within the orderly annexation area:
 - 1. Prior to annexation or subdivision of the property, no property owner will be required to hook-up to the City's municipal water system.
 - 2. After annexation, existing private or shared wells shall be permitted as long as such wells are in compliance with State and local regulations. Abandonment of wells shall be done in accordance with the regulations of the Minnesota Department of Health as amended from time to time.
 - 3. After annexation, new private wells and / or new septic systems shall not be permitted.
 - 4. After annexation or prior to subdivision, in instances where individual property owners can substantiate that the sewage treatment (septic) system is functioning properly and conforming to State and local regulations, the property owner may defer hooking up to the city's sewer system for a maximum period of five years. During that period interest on assessments resulting from construction of the city sewer system shall not accumulate or accrue. After five years, such residences shall be required to connect to city sewer and water lines and any assessments for such

sewer and water shall be levied on said property and paid according to the City Assessment Policy.

5. Existing on-site sewage treatment (septic) systems shall be abandoned in compliance with city, county and state regulations and outstanding assessments shall be paid in conformance with prevailing assessment policy and the original interest rate. Improvements to an existing sewage treatment (septic) system will be permitted only for existing residences and only if municipal services are not yet available. Such improved system shall be subject to the five-year limitation when the municipal services become available.
6. Prior to annexation or subdivision of the property, no property owner will be required to hook-up to the City's sanitary sewer system unless hook-up is mandated by State Statute or Minnesota Pollution Control Agency (MPCA) regulation and enforcement action is initiated. A property owner will be permitted to upgrade or replace a failing system in accordance with MPCA standards. The City ordinance will not impose regulations that are more stringent than those required by the MPCA.
7. This section does not require the City, if requested to by a Property Owner, to extend municipal sanitary sewer service, water, or storm sewer to property that has a failed on-site system if the City determines such an extension is not feasible or cost effective.
8. The benefits and limitations set forth in this Sub-Section B do not apply nor are they for the benefit of owners who subdivide their property.

SECTION NINE MAINTENANCE OF EXISTING INFRASTRUCTURE WITHIN TOWNSHIP

- A. The Township will continue to maintain streets and other public improvements in the Orderly Annexation Area so long as they remain in the Township.
- B. If improvements are required in this area which are necessitated by growth in the City Annexation Areas, the City and Township will negotiate to share the cost of the improvement which extends the useful life of the improvement beyond the time at which the street or other improvements is projected to be annexed into the City.

The shared cost will be prorated based upon the following formula:

$$\text{Useful Life After Cost of Improvement} \times \frac{\text{Projected Annexation Date}}{\text{Total Useful Life}} = \text{Shared cost}$$

SECTION TEN - TAX PROVISIONS

- A. **Property Tax Phase-in.** Under the terms of this Agreement, the tax rate of the annexing municipality on the area to be annexed shall be increased in substantially equal proportions over not more than six years to reach equality with the tax rate on the property already within the municipality. The appropriate period, if any, shall be based on the time reasonably required to effectively provide full municipal services to the annexed area" (MN Statute 414.035). An exception may occur in conjunction with a Business Subsidy.
- B. **Tax Pay Back to Township.** Under the terms of this Agreement, taxes received by the City based upon the tax capacity generated from any area annexed in the year of

annexation will be paid over to the Township and thereafter the amount to be paid to the Township will be reduced by twenty percent (20%) each year until the amount reaches zero (0), when taxes based upon the full tax capacity will remain with the City, i.e., following annexation, the City will make payments back to the township over a five (5) year period in an amount equal to 90 percent, 70 percent, 50 percent, 30 percent and 10 percent respectively of the property taxes distributed to the township in the last year property taxes on the annexed area were payable to the township.

1. Such payment shall be calculated and paid directly to the Township from the Dodge County Auditor.
 2. For the purpose of this section, any increase in tax capacity over the tax capacity generated in the year of annexation will remain with the City (MN Statute 414.036).
- C. **Year of Annexation.** If the annexation becomes effective on or before August 1 of any year, the City may levy on the annexed area beginning with that year. If the annexation becomes effective after August 1 of any year, the Township may continue to levy on the annexed area for that year, and the City may not levy on the annexed area until the following year.

SECTION ELEVEN JOINT PLANNING AND LAND USE CONTROL

- A. The purpose of this section of the Agreement is to authorize the establishment of a Joint Powers Board to exercise planning and land use control authority within the orderly annexation area as provided in Minnesota Statutes, § 414.0325, subd. 5 and 471.59, subds. 2 to 8 inclusive, in order to insure orderly development within the Orderly Annexation area in accordance with this Orderly Annexation Agreement, the City's Comprehensive Plan, and the County Comprehensive Plan.
- B. A Joint Powers Agreement shall be attached hereto, which shall specify the Land Use Control Authority that will have jurisdiction at all stages of Orderly Annexation as identified in this Agreement.
- C. The Joint Powers Board shall meet at least annually to review any activities or reports of any activities in the designated Orderly Annexation Area.

SECTION TWELVE MODIFICATION / CONFLICT RESOLUTION / TERMINATION

- A. The terms of this Agreement can be modified or terminated by joint resolution of the Township, the City and the County, and approved by the City, Township, and County, provided that the Resolution approving the modification be approved by 4/5ths vote of the City, 2/3rds vote of the Township, and the County Board. All filing fees incurred for the proper filing of this Agreement and/or any modification shall be shared equally by the City and the Township.
- B. This Orderly Annexation Agreement shall be in effect until modified or terminated. The City shall not annex any other area of the Township except the area described above, pursuant to this Agreement.
- C. In the event the Town or City has conflict with the provisions of Orderly Annexation per this agreement, both parties agree to resolve the issue through mediation. The Joint Powers Board will act as the initial mediation group as it will consist of representative(s) of the City and Township along

with a representative from the county. If necessary, the Joint Powers Board will request assistance from the Director of Strategic and Long Range Planning.

- D. In the event that any portion of this agreement is declared null and void or unenforceable by a court of law, the remainder of this agreement shall remain intact and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____, Minnesota, the day and year first above written.

CITY OF DODGE CENTER

BY: _____

Bill Ketchum, Mayor

ATTEST: _____

Lee A. Mattson, City Administrator

STATE OF MINNESOTA)

)ss

COUNTY OF DODGE)

On this 22nd day of December, 2003, before me, a notary public within and for said County personally appeared Bill Ketchum and Lee A. Mattson to me personally known, who, being each by me duly sworn each did say that they are respectively the Mayor and the Clerk of the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its council and said Bill Ketchum and Lee Mattson to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Victoria L. Schweiger
Notary Public

TOWNSHIP OF ASHLAND

BY: _____

Lee Bryngelson, Chairman

ATTEST: _____

Bettye Marquardt, Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF DODGE)

On this 22nd day of December, 2003, before me, a notary public within and for said County personally appeared Betty Marquardt and Lee Bryngelson to me personally known, who, being each by me duly sworn each did say that they are respectively the Chairman and the Clerk of the township board named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said township board, and that said instrument was signed and sealed in behalf of said township board by authority of its members and said Betty Marquardt and Lee Bryngelson to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Victoria L. Schweiger
Notary Public

COUNTY OF DODGE

BY: David Hanson
Klaus-Alberts, Chairman
David Hanson

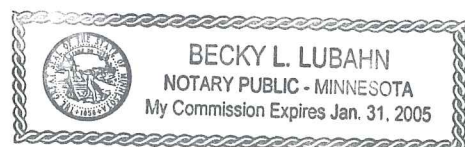
ATTEST: David McKnight
David McKnight, County Administrator-
Coordinator

STATE OF MINNESOTA)
)ss
COUNTY OF DODGE)

On this 10th day of February, 2003⁴, before me, a notary public within and for said County personally appeared David Hanson and David McKnight to me personally known, who, being each by me duly sworn each did say that they are respectively the County Board Chairman and the County Administrator of the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its council and said David Hanson and David McKnight to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Becky L. Lubahn
Notary Public

12/9/2003



APPENDIX

Exhibit A: Urban Expansion Area & Orderly Annexation Area Property Descriptions

Exhibit B: City Land Use Plan Map for Orderly Annexation Area

Exhibit C: City General Development Performance Standards & Special Assessment Policies

Exhibit D: City Sanitary Sewer & Water Hook-up Policy

Exhibit "A"

REC'D BY
MMB

OCT 17 2005

R07.003.0200

EX TR IN BK 121 PG 127 & EX TR BK 135 PG 84 E½ NE ¼ OF RR & EX 20.34A STATE ROW PARCEL & EX COMM NWCOR NE¼ E363.05FT, S264FT, E566.68FT TO ROW HWY 14 (AS SHOWN PLAT 20-38) S37DEG W852.52FT, S54DEG W677.13FT, N224.92FT, N581.54FT W704.04FT, SWTRLY ALONG NTHLY TANGENTIAL CURVE SOTRLY ANGLE 38 DEG 359.16FT, S51 DEG W180.67 FT FOR POB, THE S51DEG W500FT, N38DEG E377.78FT N51DEG E122.57FT, S38DEG E450.27FT TO POB EX COMM NECOR NE¼ S982.97FT FOR POB TH S253.43FT, W474FT, N253.43FT, E474FT TO POB

R07.003.0100

Since merged with other parcels in Orderly Annexation Area

R07.003.0300

Since merged with other parcels in Orderly Annexation Area

R07.003.0800

Since merged with other parcels in Orderly Annexation Area

R07.003.0400

111.87 ACRES – W½ NW¼ & W½ SW¼ EX N910FT OF W½ NW¼ EX PART OF W½ NW¼ NW¼ SW¼ SHOWN AS PARCEL 236 IN MNDOT ROW #20-33

R07.003.0401

16.37ACRES – N910FT OF W½ NW¼ & EX COMM NECOR OF W½ W40 RDS ALONG N LN, S20RDS, E40RDS, N20RDS, TO PT OF BEG & EX COMM NW COR OF NW¼ TH S390FT, E446FT, N60FT, E214FT, N330FT, W660FT TO BEG.

R07.004.0100

24.17 ACRES – SE ¼ NE¼ EX ST OF MN R-O-W #20-33 PARCEL 238.

R07.003.0600

156.13ACRES – EX RR THE SE¼.

R07.003.0501

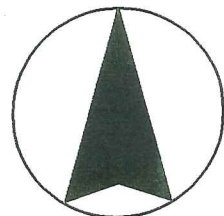
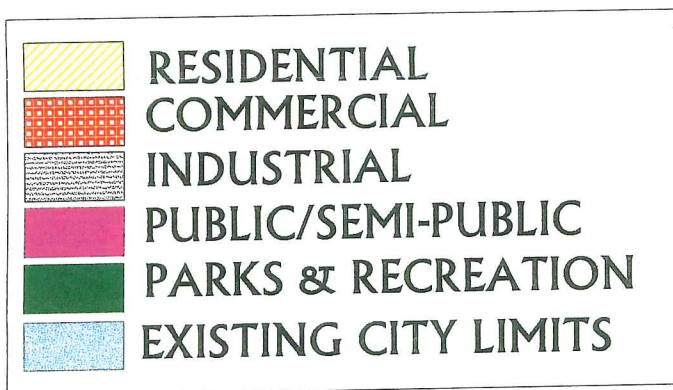
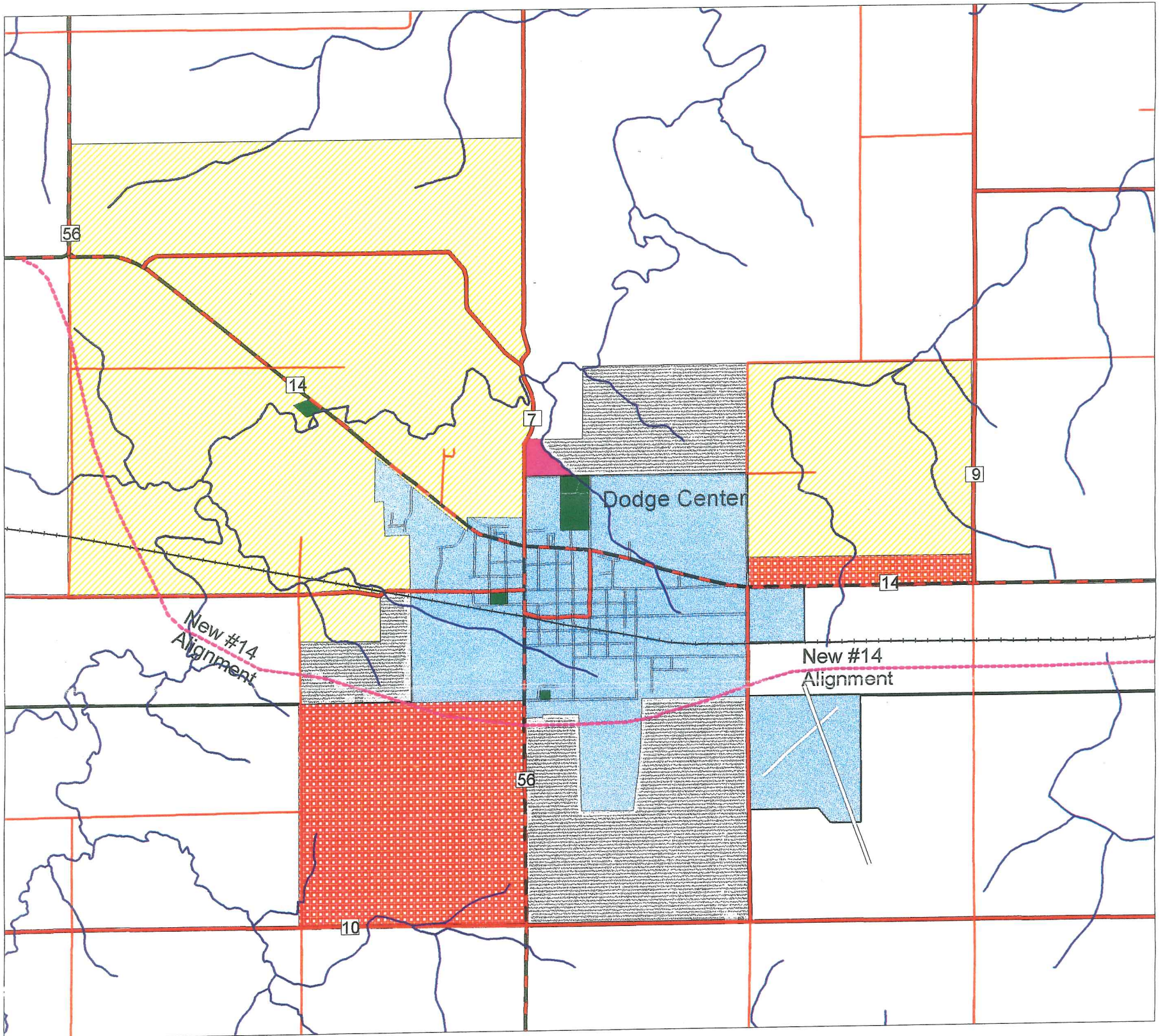
73.31 ACRES – EX RR THE E½ SW¼ & EX THEREFROM THE S238FT OF THE W440FT SE¼ SW¼.

R07.003.0801

2.02 ACRES – S878FT OF FORMER RR ROW IN S½ OF SEC 3

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Dodge Center, Minnesota Future Land Use Map



PUBLIC WORKS POLICY

City of Dodge Center

Article I. In General

Specifications
Definitions
Financing
Penalties

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Article II. Construction Standards

General
Watermains and Wells
Sewer Mains
Service Connections
Sidewalks and Boulevards
Streets
Drainage

Article I. In GeneralSPECIFICATIONS

The following specifications shall apply to all public works constructed in the City:

- A) The Minnesota Department of Transportation, (Mn/DOT) "Standard Specifications for Highway Construction."
- B) "Standard Utilities Specifications", City Engineer Association of Minnesota.

DEFINITIONS

All definitions, terms and abbreviations listed in "Standard Specifications for Highway Construction" shall apply with the following amendments:

- A) The words "commissioner", "department" or "contracting authority" shall be construed to mean the City.
- B) The word "engineer" shall refer to the City Engineer or his authorized representative.

DODGE CENTER PUBLIC WORKS POLICY

FINANCING

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A) General

- (1) Petition for Improvements All petitions for improvements shall be made no later than January 31 of the year the improvements are to be constructed.
- (2) Waiver of Objections When improvements are to be constructed in new developments, the City Council may require the Developer to sign a "Wavier of Objections", the form of which may be found on file in the office of the Clerk-Administrator.
- (3) Hearing All hearings as outlined in state statutes and city policies shall be held as required.

B) Public Improvements - In Developed Lands
"Developed Land" shall be considered that part of the City where residential or commercial buildings exist and where the land is owned by several individuals.

In developed lands, all public improvements shall be installed by the City and the cost paid in the following manner:

- (1) All replacement costs shall be determined for assessment purposes based on life-cycle replacement costs for the individual components. The life expectancy for each component is:
 - (a) Surface improvements

-concrete pavement	30 years
-concrete curb & gutter	30 years
-plant mix bituminous	20 years
-1-1/2" bituminous overlay	10 years
-sidewalks	20 years
 - (b) Subsurface improvements

-watermains	40 years
-sanitary sewers	40 years
-storm sewers	40 years

DODGE CENTER PUBLIC WORKS POLICY

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- (2) When any existing surface improvement is ordered to be renewed or replaced, the assessments to be levied therefore shall be prorated from zero (0) percent at one-half life expectancy to one hundred (100) percent of new construction assessment at full life expectancy. When any subsurface improvement is ordered to be renewed or replaced, the assessments to be levied therefore shall be prorated from zero (0) percent at one-half life expectancy to fifty (50) percent of new construction assessment at full life expectancy.
- (3) All streets shall be assessed on the basis of a thirty-six (36) foot width design with an axle capacity of seven (7) tons. The additional cost of a wider street or higher axle capacity shall be paid by the City.
- (4) All costs of sanitary sewer and watermain construction adjacent to a benefited property shall be assessed to that property on an adjusted front foot basis.
- (5) All service line construction costs shall be assessed to the benefited property on a unit cost basis.
- (6) All street construction costs, including grading, base, curb and gutter and surfacing adjacent to a benefited property, shall be assessed to that property on an adjusted front footage basis.
 - (a) For corner lots the adjusted front footage is one hundred (100) percent of the short side and fifty (50) percent of the long side measured at the right-of-way line.
 - (b) For irregular shaped lots such as lots on cul-de-sacs, or triangular intersections, the adjusted front footage is the area of the lot, divided by the average lot depth of the rectangular lots in that subdivision.
 - (c) For all other lots the adjusted front footage is the width of the lot at the street right-of-way line.

- (8) Trunk line sewer and watermain construction costs shall be assessed on an area benefit basis. The exact method of assessment shall be determined by the City, but in no case shall assessments exceed actual benefits.
- (9) All assessments shall be made over a period of fifteen years, with a simple interest charge to be set by the City Council. The interest rate charged shall be based on actual bond rates charged to the City plus 2.0 percent.
- (10) Assessments shall be deferred only in unusual hardship situations and only by action of the City Council.
- (11) Electric power main lines and transformers shall be furnished and installed by the electric utility company. The property owner(s) shall be responsible for all costs charged by the utility company(s).

- C) Public Improvements - In Undeveloped Lands
"Undeveloped Land" is defined as all areas in the City that are open without any urban structures or other improvements. This shall also include reconstruction of all streets or roadways that have not been previously assessed to the adjacent property.

In undeveloped lands, public improvements may be installed by the city and assessed to the benefited property (public financing), or may be financed by the property owner(s) (private financing). The City Council shall make the final decision as to which method of financing shall be used.

- (1) Public Financing In this method of financing, all public improvements shall be installed by the City and the costs paid in the following manner:
 - (a) All storm drainage costs shall be assessed to the development on an adjusted front foot basis.
 - (b) All sanitary sewer and watermain construction costs shall be assessed on an adjusted front foot basis.

DODGE CENTER PUBLIC WORKS POLICY

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OCT 17 2005

- (c) All service line construction costs shall be paid by the City and assessed on a per unit basis.
- (d) All street construction costs, including grading, base, curb and gutter and surfacing, shall be assessed on an adjusted front foot basis.
 - i) For corner lots the adjusted front footage is one hundred (100) percent of the short side and fifty (50) percent of the long side measured at the right-of-way line.
 - ii) For irregular shaped lots such as lots on cul-de-sacs, or triangular intersections, the adjusted front footage is the area of the lot, divided by the average lot depth of the rectangular lots in that subdivision.
 - iii) For all other lots the adjusted front footage is the width of the lot at the street right-of-way line.
- (e) All streets shall be assessed on the basis of a thirty-six (36) foot width design with an axle capacity of seven (7) tons. The additional cost of a wider street or higher axle capacity shall be paid by the City.
- (f) Trunk line sewer and watermain construction costs shall be assessed to a benefited property on a per lot basis. The City shall pay all costs of watermain over 6" and sanitary sewer over 8" in diameter.
- (g) All assessments shall be made over a period of fifteen (15) years, with a simple interest charge to be set by the City Council. The interest rate charged shall be based on actual bond rates charged to the City plus 2.0 percent.

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- (h) No assessments shall be deferred without prior City Council approval.
 - (i) Electric power main lines and transformers shall be installed by the utility company serving the land being developed. The City shall bear no cost for the installation of the electric utilities.
 - (j) The Owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Clerk-Administrator the whole of the assessment on such property, or he may make a partial payment pursuant to the policy providing therefor, with interest accrued to the date of the payment, and thereafter interest is accrued on the remaining balance of the partially prepaid assessment; except, that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment.
- (2) Private Financing This method of financing shall be used in the following manner. All work shall be performed at the sole expense of the developer, or property owner, and in accordance with plans, specifications and contract conditions approved by the City. The Developer, or Property Owner, shall enter into an agreement with the City, the form of which may be found on file in the office of the Clerk-Administrator. This agreement shall include provisions for the inspection of construction by the City Engineer or his authorized representative. The property owner(s) or developer(s) shall furnish the City with reproducible RECORD DRAWINGS of the work performed.
- D) Joint Jurisdiction Improvements Projects in developed or undeveloped lands that have joint ownership, such as City and Township, State or County shall be financed and constructed on an individual basis. The City Council shall decide the appropriate funding procedures as the project(s) develop.

DODGE CENTER PUBLIC WORKS POLICY

REC'D BY
MMB

OCT 17 2005

PENALTIES

Any person, agent, corporation or developer found guilty of violating any of the provisions of this chapter shall, upon conviction, be subject to the maximum fine allowed under law for this offense and the cost of prosecution for each violation, or be imprisoned for a period of not more than ninety (90) days, or both. Each day that a violation exists, or continues, shall constitute a separate offense.

Article II. Construction Standards

GENERAL

- (A) All plans for public works in the City shall be approved by the City Engineer and the City Council. The Engineer shall provide the City with RECORD DRAWINGS showing all work performed.
- (B) The City Engineer shall be a civil engineer registered with the state.
- (C) All level and grade information shown on construction plans shall be expressed in terms of mean sea level elevation as established by U.S.C.G.S.
- (D) All assessment rolls shall be prepared by the City Clerk-Administrator, with the assistance of the City Engineer.
- (E) The construction of public works in the City, including sidewalks, curb and service connections, shall be performed by city forces, forces under contract with the City or persons or firms having a permit to work on public property.
- (F) The City Engineer shall coordinate the use of public property and right-of-way by public utility companies.

WATERMAINS AND WELLS

- (A) All additions to the water system in the City shall generally conform to the standards of A.W.W.A., Great Lakes & Upper Mississippi River Board of State Sanitary Engineers, and shall be approved by the state department of health.
- (B) All mains shall be constructed of 6" ductile iron pipe minimum.

- (C) All mains shall be placed at a depth of not less than seven (7) feet below the final ground or street surface.
- (D) All fire hydrants shall be equipped with two (2) two and one-half (2½) inch hose nozzles with national standard threads (No. 7532) and one (1) four and one-half (4½) inch pumper nozzle with national standard threads (No. 40524).
- (E) All extensions to the water system shall be approved by the Minnesota Department of Health.

SEWER MAINS

- (A) All sewer main construction shall generally conform to accepted engineering practice and to the Minnesota State Pollution Control Agency (M.P.C.A.) and the Environmental Protection Agency (E.P.A.) design standards.
- (B) All sewer main extensions shall be approved by the M.P.C.A.
- (C) All sewer mains shall be constructed at a grade of not less than 0.4 percent.
- (D) All sewer main and service line construction shall meet the air test requirements as defined in the specifications.
- (E) All sewer mains shall be constructed of 8" minimum P.V.C. material conforming to A.S.T.M. D-3034, SDR 35.
- (F) The provisions of the Sanitary Sewer Use Policy for the City shall be strictly adhered to in the design, construction and maintenance of all sanitary sewer works.

SERVICE CONNECTIONS

- (A) The material used in service connections shall be as follows:

Water - MN State Plumbing Code approved material
Sanitary Sewer - SDR 35 D3034 P.V.C.
Subdrain - P.V.C., P.E., or T.P.

- (B) The minimum sizes for service lines shall be as follows:

Water, three-fourths ($\frac{3}{4}$) inch for single unit residential or as required by the state plumbing code for other than single unit residential; sanitary sewer, four (4) inch for one and two unit residential or as required by the state plumbing code for other than one and two unit residential; subdrain, four (4) inch.

- (C) A separate service line shall be constructed to each individual lot or parcel in the City.

- (D) The Property Owner shall be responsible for the maintenance of the service connection from the building to the main.

- (E) It shall be the responsibility of the Property Owner to fit and equip the water service connection with a "curb box", which shall be located, whenever possible, in the boulevard adjacent to each such lot or parcel. When the water "curb box" cannot be located in a boulevard adjacent to each lot or parcel, the "curb box" shall be placed in another location, approved by the City Engineer. Such water "curb box" shall be constructed in compliance with the state plumbing code. The top of such "curb box" shall be extended to be level with the finished grade. No permanent improvements shall be placed over the water "curb box".

SIDEWALKS AND BOULEVARDS

- (A) All sidewalks shall be constructed of concrete with a minimum thickness of four (4) inches, a minimum width of four (4) feet.
- (B) Sidewalks in residential areas shall be located on the public right-of-way one (1) foot from the property line. Sidewalks in commercial and industrial areas may be located immediately behind the curb.
- (C) All sidewalks shall be constructed under the supervision of the City.
- (D) The use of boulevards shall generally be reserved for trees, sidewalks and utilities. Any other use shall be approved by the City Council.
- (E) Sidewalk improvements shall be treated in the same manner as any public improvement. The City may propose sidewalk improvement in certain areas and at that time hold public hearings as required by state statutes. Sidewalks shall be installed on a block by block basis at the request of

a majority of the adjacent property owners. The cost of all sidewalk construction shall be paid by the City and assessed to the benefited property owners. Sidewalk construction costs shall be assessed on an adjusted front foot basis. The assessment rate shall be established by the City Council.

- (1) For corner lots the adjusted front footage is one hundred (100) percent of the short side and fifty (50) percent of the long side measured at the right-of-way line.
 - (2) For irregular shaped lots such as lots on cul-de-sacs, or triangular intersections, the adjusted front footage is the area of the lot, divided by the average lot depth of the rectangular lots in that subdivision.
 - (3) For all other lots the adjusted front footage is the width of the lot at the street right-of-way line.
- (F) The maintenance of sidewalks shall be the responsibility of the Property Owner. This work shall include snow and ice removal, routine repairs or complete replacement of all damaged sections.

STREETS

- (A) All streets shall generally be constructed to Mn/DOT standards.
- (B) Residential streets shall be at least thirty-six (36) feet in width and shall have a minimum axle capacity of seven (7) tons. Arterial streets shall be at least forty-four (44) feet in width and shall have a minimum axle capacity of ten (10) tons.
- (C) All streets shall be assessed on the basis of a thirty-six (36) foot width design with an axle capacity of seven (7) tons. The additional cost of a wider street or higher axle capacity shall be paid for by the City.
- (D) No bituminous or concrete surfacing, curb and gutter or sidewalks shall be constructed in the same construction season that the underground utilities or grading is done.
- (E) Curb and gutter in residential areas shall be Mn/DOT B-624 curb and gutter. The type of curb and gutter shall not be changed without City Council approval. Curb and gutter in commercial areas shall be the Mn/DOT B-624 type.

- (F) All driveways or entrances shall receive a four (4) foot wide approach apron for the full width of the driveway opening. Residential driveways shall be six (6) inch deep concrete. Commercial/Industrial driveways shall be eight (8) inch deep concrete.
- (G) Ramps and other devices as recommended by the Minnesota State Building Code and the American's with Disabilities Act (ADA) shall be installed on all new street construction.

DRAINAGE

- (A) The design of storm drainage systems in the City shall generally conform to the standards outlined in the current Minnesota State Department of Transportation Drainage Manual and to accepted engineering practice.
- (B) Storm sewer systems shall be designed to accommodate a flow of not less than Q5.
- (C) Materials for drainage systems shall meet all Mn/DOT requirements.
- (D) A subdrain system shall be installed in all areas where possible. A "subdrain system" is defined as an underground drainage system designed to reduce or eliminate the presence of excessive amounts of groundwater.
- (E) The hydraulic capacity of all natural waterways shall be substantially maintained, and in no case shall their capacity be reduced below a Q100 flow. All state and federal regulation shall be complied with.
- (F) The Developer is responsible for determining compliance with all wetland requirements and regulations.

**CITY OF DODGE CENTER
COUNTY OF DODGE
STATE OF MINNESOTA**

RECD BY
M M B

OCT 17 2005

RESOLUTION 2005-008

**A RESOLUTION CREATING A POLICY FOR INSTALLATION OF
SEWER AND WATER INFRASTRUCTURE IN AREAS IMPACTED BY
AN ORDERLY ANNEXATION AGREEMENT**

WHEREAS, The City of Dodge Center has entered into an Orderly Annexation Agreement with Ashland Township and is currently desirous of entering into a similar agreement with Wasioja Township; and,

WHEREAS, The City Council desires to clarify the status of existing water and sanitary facilities in areas which may be impacted by annexation in the future.

BE IT RESOLVED BY THE CITY COUNCIL OF DODGE CENTER, MINNESOTA
THAT:


The following provisions shall apply to all water and sewer service connections within the Orderly Annexation Area as defined in the City's Orderly Annexation Agreements with the various townships.

1. Prior to annexation or subdivision of the property, no property owner will be required to hook-up to the City's municipal water system.
2. After annexation, existing private or shared wells shall be permitted as long as such wells are in compliance with State and local regulations. Abandonment of wells shall be done in accordance with the regulations of the Minnesota Department of Health as amended from time to time.
3. After annexation, new private wells and/or new septic systems shall not be permitted.
4. After annexation or prior to subdivision, in instances where individual property owners can substantiate that the sewage treatment (septic) system is functioning properly and conforming to State and local regulations, the property owner may defer hooking up to the City's sewer system for a maximum period of five years. During that period interest on assessments resulting from construction of the city sewer system shall not accumulate or accrue. After five years, such residences shall be required to connect to city sewer and water lines, and any assessments for such sewer and water shall be levied on said property and paid according to the City Assessment Policy.
5. Existing on-site sewage treatment (septic) systems shall be abandoned in compliance with city, county and state regulations, and outstanding assessments shall be paid in conformance with prevailing assessment

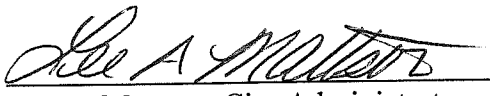
policy and the original interest rate. Improvements to an existing sewage treatment (septic) system will be permitted only for existing residences and only if municipal services are not yet available. Such improved system shall be subject to the five-year limitation when the municipal services become available.

6. Prior to annexation or subdivision of property, no property owner will be required to hook-up to the City's sanitary sewer system unless hook-up is mandated by State Statute or Minnesota Pollution Control Agency (MPCA) regulation and enforcement action is initiated. A property owner will be permitted to upgrade or replace a failing system in accordance with MPCA standards. The City ordinance will not impose regulations that are more stringent than those required by the MPCA.
7. The City shall not be required, if requested by a Property Owner, to extend municipal sanitary sewer service, water, or storm sewer to property that has a failed on-site system if the City determines such an extension is not feasible or cost effective.
8. The provisions of this policy do not apply and are not intended for the benefit of owners who subdivide their property.

Adopted by the Council this 10th day of May, 2005.


Bill Ketchum, Mayor

ATTEST:


Lee A. Mattson, City Administrator