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# **Le Sueur County, MN**

**Tuesday, March 6, 2018**

**Board Meeting**

## **Item 9**

**10:15 a.m. Darrell Pettis, County Administrator**

***RE: West Jefferson Interconnect Agreement***

**Staff Contact:**

**INTERCONNECTION AGREEMENT FOR WASTEWATER TREATMENT**  
**BETWEEN**  
**LE SUEUR COUNTY AND THE CITY OF CLEVELAND**

**DRAFT**  
**February 13<sup>th</sup>, 2018**

[15741-0031/2934032/1]

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cleveland, a municipal corporation in Le Sueur County, Minnesota (“City”) and the County of Le Sueur, of the State of Minnesota (“County”)(collectively the “Parties”).

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree:

### **RECITALS**

The recitals shall not be deemed to be a limitation on the interconnection agreement of City and County to be exercised pursuant to this agreement, but shall be deemed statements of the general purposes of the agreement.

1. The City owns and operates a wastewater treatment system that includes wastewater treatment ponds and a wastewater collection system to provide wastewater treatment services to properties within the City.
2. Property owners around West Jefferson Lake requested the County to construct a centralized wastewater collection and treatment system, and the County has determined these properties are in need of centralized wastewater collection and treatment services.
3. The County has exercised its authority under Minnesota Statutes, Chapter 375B to establish a subordinate service district (“District”) encompassing the West Jefferson Lake properties for the purposes of addressing wastewater needs within the district.
4. The County has determined that the best method for providing wastewater collection and treatment services in the District is for the County to install a wastewater collection system to serve the properties within the District and to connect this collection system to the City’s wastewater treatment system.
5. The County desires to discharge the District’s wastewater to the City wastewater treatment ponds for treatment and the City agrees to receive and treat the County’s wastewater from the District under the terms and conditions of this Agreement.
6. The County intends to perform the maintenance on the District wastewater infrastructure and perform all billing functions within the District.

### **AGREEMENT**

In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

#### **ARTICLE I GENERAL PROVISIONS**

- 1.1. Purpose of Agreement.** The purpose of this Agreement is to set out the terms and conditions under which the City agrees to permit the interconnection of the District to the City’s Wastewater Treatment Ponds (“WTP”). The County will construct and maintain all wastewater infrastructure necessary to collect and carry wastewater to the

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Connection Point at the WTP. The County will perform all billing functions within the District. The City shall solely be responsible for the treatment of wastewater from the District.

**1.2. Definitions of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this Section.

- 1.2.1. Agreement. Agreement means this contract for the interconnection of sanitary sewer systems between the County of Le Sueur and the City of Cleveland, to receive and treat the County's wastewater from the West Jefferson Subordinate Service District in the City Wastewater Treatment Ponds.
- 1.2.2. Base Fee. The monthly fee charge per Service Connection in addition to the User Fee.
- 1.2.3. Carbonaceous Biochemical Oxygen Demand (CBOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Centigrade, expressed in terms of weight and concentration (milligrams per liter, mg/l).
- 1.2.4. City. City of Cleveland, Minnesota.
- 1.2.5. City Wastewater Treatment Ponds (WTP). The wastewater treatment ponds constructed, owned, operated, and maintained by the City.
- 1.2.6. City Wastewater Treatment System. The comprehensive collection and treatment of wastewater by the City including, but not limited to, the City Collection System and the City Wastewater Treatment Ponds.
- 1.2.7. County. County of Le Sueur, Minnesota.
- 1.2.8. Connection Point. The point of interconnection with the City Wastewater Treatment System from the West Jefferson Subordinate Service District.
- 1.2.9. Design Capacity. Capacity of the City Wastewater System to collect and treat wastewater consistent with all requirements of the Federal Water Pollution Control Act, as amended, the City's National Pollution Discharge Elimination System (NPDES) permit, and all other requirements established by the City without incurring unreasonable operating expense or causing damage to the City Wastewater System.
- 1.2.10. District. A Subordinate Service District of Le Sueur County established for the West Jefferson Lake area by Le Sueur County Board of Commissioners on January 17, 2017, in accordance with the procedures outlined in Minnesota Statutes, Section 375B. The initial boundaries of the District are as shown in **Exhibit A**. In case of a discrepancy between the map adopted as part of County

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Resolution and the map included with this Agreement as **Exhibit A**, the map included with this Agreement as **Exhibit A**, including amendments thereto which may be made subsequent to the execution of this Agreement as given under Article VIII, shall govern.

- 1.2.11. District System. The system of sewers, force mains, lift stations, grinder pumps, and meters constructed, and owned by the County, which are intended to carry only liquid and water-carried wastes from residences and other approved uses located within the West Jefferson Subordinate Service District established by the County.
- 1.2.12. Infiltration. Water entering the sewage system (including building drains and pipes) from the ground through sources such as, but not limited to, defective pipes, pipe joints, connections and manhole walls.
- 1.2.13. Inflow. Water, other than wastewater, that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.
- 1.2.14. Infiltration/Inflow (I/I). The total quantity of water from both infiltration and inflow.
- 1.2.15. Maximum Annual Daily Average. The maximum monthly annual daily average is the maximum daily average measured level of a characteristic averaged over a one year period.
- 1.2.16. Maximum Daily Limit. The maximum daily limit is the maximum measured level of a characteristic measured over a single day.
- 1.2.17. Maximum Monthly Average. The maximum monthly average limit is the maximum daily average measured level of a characteristic averaged over a one month period.
- 1.2.18. Monitoring Station. A building or other suitable structure installed at or between the ends of the West Jefferson Lake System where it exits the Subordinate Service District and the Connection Point, containing flow metering and sampling equipment and other apparatus to accurately monitor the strength and volume of wastewater being discharged.
- 1.2.19. MPCA. Minnesota Pollution Control Agency.
- 1.2.20. Normal Domestic Strength Waste. Wastewater that is primarily introduced by residential users with a CBOD concentration not greater than two hundred twenty

(220) mg/l and a total suspended solids (TSS) concentration not greater than two hundred forty (240) mg/l.

- 1.2.21. NPDES. National Pollution Discharge Elimination System.
- 1.2.22. Service Connection. The physical connection of a sanitary sewer service line from an individual property to the West Jefferson Subordinate Service District. Each service connection represents one SAC Unit as defined below.
- 1.2.23. Sewer Availability Charge (SAC). A development impact fee assessed for availability, reserve capacity, sewage treatment, and connection rights to the City sanitary sewer system.
- 1.2.24. SAC Units. A number of units that is defined in the City's utility fee schedule, adopted by ordinance, using various parameters for different types of facilities or uses. Under this Agreement, a limit of 140 SAC units or a Maximum of 12,775,000 gallons/year will be allowed for the West Jefferson Lake System, specifically assigned to individual parcels as given in **Exhibit B**.
- 1.2.25. State. State of Minnesota.
- 1.2.26. Total Suspended Solids (TSS). The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids and which is removable by a standard glass fiber filter.
- 1.2.27. User. Any person who discharges wastewater, or causes or permits the discharge or placement of wastewater, into the West Jefferson Lake System.
- 1.2.28. User Fees. The amount the City shall charge the County for receiving and treating wastewater from the District System based on gallons of wastewater.
- 1.2.29. Wastewater. All liquid or water-carried waste products from whatever source derived, together with such groundwater infiltration and surface water inflow as may be present.
- 1.3. **Compliance with Applicable Laws**. Each party shall be responsible for complying with all applicable Federal, State, and local laws, rules, regulations, and ordinances in carrying out their respective obligations under this Agreement and for obtaining all permits or permissions that may be required.
- 1.4. **Cooperation with Agencies**. The County and the City shall cooperate and participate in providing all data requested by any State or Federal agency relative to regulatory policies or funding requests related to activities contemplated by this Agreement.
- 1.5. **Term of Agreement**. Unless terminated earlier as provided herein, the County shall have the right, for as long as the City operates the City Wastewater System, to convey

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wastewater from District System to the City WTP for treatment, provided the County acts in compliance with provisions of this Agreement.

- 1.6. **Review of Agreement.** The County and the City shall cooperate and participate in a review of this Agreement at least every five (5) years from the date of execution of this Agreement, or at such time that the renewal of the NPDES permit for the WTP occurs, whichever occurs sooner.
- 1.7. **Termination.** Either party may terminate this Agreement for cause arising from an event of default as provided in this Section.
  - 1.7.1. **Termination for Cause.** Notwithstanding anything else to the contrary in this Agreement, either party may terminate this Agreement for cause arising from an event of default. If an event of default occurs, and if the non-defaulting party desires to terminate this Agreement, it shall provide the other party written notice describing the event of default and what must be done in order to cure the default. If the defaulting party fails to reasonably cure the default within 180 days of its receipt of the notice of default, the non-defaulting party may terminate this Agreement by providing the other party a written notice of termination. For the purposes of this section, the failure to adequately perform any of the following obligations under this Agreement shall constitute an “event of default” allowing a termination for cause: (1) repeated non-payment of any non-disputed amounts; (2) failure of the County to put in place or enforce restrictions regarding the number of connections within the Subordinate Service District; (3) failure to construct the District System or Connecting Sewer Line by December 31, 2020; or (4) failure to comply with any other material term of this Agreement.
  - 1.7.2 **Effect of Termination.** Upon termination, the respective rights and obligations of the Parties under this Agreement shall cease, except that the City shall be entitled to any past due payments and for continuing payments until the City Wastewater System is no longer receiving wastewater from the District. Recognizing the fact this Agreement provides for the connection of two wastewater systems, and that the County must provide an alternative means for treating wastewater before it can reasonably disconnect from the City Wastewater System, the Parties agree to work in good faith to identify and the resolve the issues associated with separating the systems and dissolving the cooperative arrangement established between the Parties by this Agreement.
- 1.8. **Title to Wastewater Systems.** It is agreed and understood by the Parties that the title to, and all incidents of ownership in, the City Wastewater System, any subsequent replacement or upgrades, improvements or expansions thereof, and all the grounds upon which the same is located shall remain in the City and shall be the absolute property of said City. It is further agreed and understood that the operation of the City Wastewater System and employment of personnel therefore shall be in the full charge of the City. It is further agreed and understood that the title to, and all incidents of ownership in, the District System, including any subsequent replacement or improvements, shall be the

property of and owned by the County exclusively. Those that may be contracted by the County to construct or improve the District System and shall not be the responsibility of the City.

- 1.9. **Disposition of Property.** Upon termination of this Agreement all property hereunder which is within the City limits of the City, including the connecting sewer forcemain that discharges wastewater from the District to the WTP, shall belong to the City and all other property acquired hereunder shall belong to the County.

## **ARTICLE II**

### **WEST JEFFERSON SUBORDINATE SERVICE DISTRICT**

- 2.1. **Construction.** The County is solely responsible for, at its own cost, designing and constructing the District System, and completing all work to connect the system to the WTP. The City shall have no financial or other obligation to the District System other than to receive and treat its wastewater as provided in this Agreement.
- 2.2. **Plan Review.** The County shall be responsible for preparing all plans and specifications needed for the construction of the District System. The County shall submit all such plans and specifications to the City for review and approval at least 30 days prior to the County advertising for bids for its construction. The materials and specifications to construct the District System must be at least of the same quality used by the City and must otherwise be acceptable to the City. Approval by the City shall not be unreasonably withheld.
- 2.3. **Limitations on District System.** The Parties understand and agree that the District System will be designed to serve up to a total of 140 SAC units which is approximately a maximum of 12,775,000 gal/yr. No Service Connections shall be allowed downstream of the Monitoring Station. The total number allowable SAC Units available to the District shall be specifically allocated to individual properties. Initial allocations shall be designated by Parcel Identification Number as set forth in **Exhibit B**. The designation of additional allocation, not to exceed 140 SAC units, or the transfer of SAC Unit allocations from one parcel to another by the County is allowed under this Agreement, but requires an immediate revision to **Exhibit B**. The County shall not make or allow any additional Service Connections in excess of 140 SAC units to the District System without the prior written consent of the City and amendment of this Agreement.
- 2.4. **Easements.** The County is responsible for acquiring, at its own expense, all easements or other permissions required to construct the District System, Monitoring Station, and extend the District System to the Connection Point, and as may otherwise be needed to carry out its obligations under this Agreement. The City will provide permits as may be required to perform any work within the City's streets, right of ways, or easement areas at no cost. The County shall be responsible for maintaining the grounds and any associated facilities around the Monitoring Station. Should the Connection Point be required to be relocated in the future, the City shall be responsible for the costs of removal, restoration, and relocation.

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- 2.5. **Third Party Penalties.** The County shall be responsible for paying any penalties or violation fees imposed on the City and County from the MPCA, or other similar agency, if such penalties or violation fees are the result of the County's action or inaction related to the District System. The City shall be responsible for paying any penalties or violation fees imposed on the City and County from the MPCA, or other similar agency, if such penalties or violation fees are the result of the City's action or inaction related to the operation or maintenance of the City's Wastewater Treatment System or WTP.

### **ARTICLE III INTERCONNECTION**

- 3.1. **Authority for Connection.** In consideration of the terms and conditions of this Agreement, the City hereby grants the County permission and authority to connect the District to the City WTP at the Connection Point.
- 3.2. **Connection Point.** The connection point of the District System with the City Wastewater Treatment System shall be at a point near the City WTP as provided in construction plans approved by the Parties.
- 3.3. **Construction of Interconnection.** The District shall be responsible for all work and costs associated with the connection of the District System to the City WTP.
- 3.4. **Future Discharge Interconnection.** The City may determine, in conjunction with a review by an independent third party engineer, that it is in the best interests of the City that the location of the Connection Point of the District System with the WTP needs to be modified or changed. The City in its sole discretion may exercise the option to determine that the location of the Connection Point of the District System with the WTP needs to be modified or changed in the future. The City shall be responsible for all work and costs associated with the modification or relocation of the Connection Point of the District System to the WTP.
- 3.5. **Monitoring Station.** The County shall be responsible for acquisition, construction, maintenance, and insurance for the Monitoring Station as provided in this Section.
- 3.5.1 **Monitoring Required.** All wastewater discharged into the WTP from the District System shall be accurately monitored for strength and volume by acceptable automatic metering and sampling equipment installed at the Monitoring Station. The County shall, at its own cost, be responsible for purchasing and installing the equipment. The type, specification, and location of the metering and sampling equipment, any future improvement or replacement of such equipment, shall be approved by the City. At a minimum, the metering device shall be equipped with automatic registering and recording mechanisms for continuous recording of the rate of flow, which measures and provides a cumulative total of the volume of discharge. The County shall provide the City unfettered access to the Monitoring Station at all times.

3.5.2 Operation and Maintenance. The City shall operate and maintain the monitoring equipment and Monitoring Station. The cost for all such services shall be the responsibility of the County. All required flow metering and sampling equipment shall be operational on a continuous basis and wastewater flow shall be measured on a continuous basis, with volumes totaled and recorded continuously. The reading and recording of results and collection and analysis of wastewater samples from the District System metering and sampling equipment shall be completed by the City. Wastewater samples shall be analyzed for CBOD, TSS and any other pollutants once a week for the first six months after connection to the WTP, twice a month for the following six months, and thereafter monitoring and sampling will be performed monthly or as needed. A report shall be submitted by the City to the County monthly. Analysis of pollutants may be conducted by the City at any time in a laboratory certified for such analyses by the State of Minnesota.

3.5.3 Calibrations. The flow meter in the monitoring station shall be calibrated as provided in this Section.

3.5.3.1 *Regular Calibrations.* The City, at the County's expense, shall calibrate, with certified calibration procedures, its flow meter on a quarterly basis for the first year of this Agreement, and thereafter on an annual basis. A calibration report shall be prepared and filed with the County within twenty (20) days of completion of the calibration procedures.

3.5.3.2 *Annual Calibrations.* On a yearly basis, the City shall, at the County's expense, contract with a qualified flow metering calibration firm to have the metering device used in billing calculations of this Agreement calibrated.

3.6. Events of Failure. If the required flow metering or sampling equipment fails, the City shall estimate the wastewater volume and pollutant loadings for the period of equipment failure using the most comparable recent historical data. Said estimates shall continue until such time as the equipment is repaired or replacement equipment is installed as required by this Agreement.

#### **ARTICLE IV ACCEPTABLE WASTEWATER**

4.1 User Regulations. The County and City shall enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations as may be necessary to impose limitations on users of the District System that are at least as strict as those applicable to users within the City and as may be needed to give full effect to the stipulations contained in this Agreement.

4.2 Acceptable Wastewater. The quality, strength and character of wastewater which the City receives at its WTP from the District System shall comply with applicable statutes, rules and regulations of the State of Minnesota. The County shall do those things necessary to comply with the City's NPDES permit and use its best efforts to prevent any

surface or stormwater, excessive I/I, or non-domestic or industrial wastes to be discharged into the District System.

- 4.3 **Maximum Limits.** The Parties recognize that the capacity of the City WTP is limited. In order to avoid overburdening the City's system, or precluding use by properties within the City, the amount of wastewater discharge from the West Jefferson Lake System and the Connecting Sewer Line to the City Collection System shall strictly conform to the following parameters and limits, which shall constitute the County Capacity Allocation:

County Capacity Allocation and Monitoring Requirements						
					Monitoring Requirements	
Effluent Characteristic	Maximum Daily Limit	Maximum Monthly Average	Maximum Annual Daily Average	Peak Instantaneous Limit	Minimum Measurement frequency	Sample type
Flow (gal/day)	140,000	42,000	35,000		Continuous	Recorded
CBOD (lbs/day)	82	74	68.25	N/A	Monthly	Composite
TSS (lbs/day)	97	88	74	N/A	Monthly	Composite
Phosphorous (lbs/day)	4.9	4.2	3.5	N/A	Monthly	Composite

4.4 **Quality and Prohibited Materials.**

4.4.1 **Quality of Effluent.** The quality of raw wastewater to be delivered to the WTP from the District System shall be aerobic in character and the odor shall not be stronger than that associated with municipal raw wastewater. If additional aeration or injection of chemicals is required in the judgment of the MPCA or the City in order to prevent damage to the WTP or to eliminate nuisance odor conditions from resulting from the District System, all costs associated with such mitigation or corrective measures shall be borne by the County.

4.4.2 **Prohibited Materials or Discharges.** The County shall not allow any user to discharge, either directly or indirectly, into the District System, any flows or materials prohibited by the City Code of Ordinances and the City's WTP NPDES Permit, along with any of the following:

- A. Waste of any type generated from any source outside the District;
- B. Waste generated from septic tank contents, privy vault contents, sewage holding tanks or similar sources from within the District;
- C. Wastes which may directly or indirectly impair the proper functioning of the City Wastewater System;

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- D. Any wastes, the strength or pollution effects of which are not effectively altered by ordinary treatment processes, or the presence of which in the receiving stream would violate State and Federal water quality standards; and
- E. Any wastewater having a pH less than 6.0 or more than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the City Wastewater System.

## **ARTICLE V INSPECTIONS**

- 5.1 **City Inspections.** The City, or its designated representative, upon reasonable notice first given to the County and any affected private property owner, shall be permitted to audit and inspect the materials and construction of the District System in order to confirm that the same is being constructed, according to applicable City specifications and standards, all applicable Federal, State, and local laws, rules, regulations, and ordinances, and to verify compliance with terms of this Agreement.

## **ARTICLE VI FEES, PAYMENTS AND ADDITIONAL COSTS**

- 6.1 **Consideration.** In consideration of the use of the City WTP by the County for its District System, the District shall pay the City the fees and charges provided for in this Article as well as any other amounts required by this Agreement.
- 6.2 **SAC Connection Fee.** The District shall pay to the City a SAC connection fee in the amount of \$1,000.00 per dwelling unit. ~~A single family home is one dwelling unit; a duplex home consists of two dwelling units and shall be subject to two connection fees; each additional unit requires an additional connection fee.~~ This shall be paid prior to the connection of the Service Connection to the District System.
- 6.3 **Fees.** The City may maintain a user fee system which assesses a user charge for each Service Connection on the District.
  - 6.3.1 **Base Fees.** The District shall pay a base fee of \$1.00 per Service Connection per month to the City. This is allocated for operation and maintenance of the WTP.
  - 6.3.2 **User Fees.** The District shall pay a User Fee based on the monthly flow discharged to the WTP as measured by flow meters at the Monitoring Station. The monthly User Fee shall be calculated by multiplying the metered gallons of wastewater through the Monitoring Station in a month by the current rate (metered gallons X \$/gallon = User Fee). The rate per 1,000 gallons of wastewater shall be 120% of the User Fee that the City charges its residents. The rates are as follows:

2019-- \$6.19 per 1,000 gallons

2020-- \$6.38 per 1,000 gallons

2021-- \$6.56 per 1,000 gallons

After 2021, the User Fee shall be set by the City, reviewed annually and adjusted as necessary. The City shall provide the County at least 60 days' notice of changes to the User Fees.

6.3.3 **Invoice.** The City shall invoice the County monthly for the prior month's fees and costs. The invoice shall include a total invoice amount but shall also list the number of Base Fees, the calculation of the current User Fee, and all itemized pass-through costs for calibration of monitoring equipment, operation and maintenance of the Monitoring Station, or other related expenses. The County, through its established subordinate service district, collects all costs from properties within the District, so detailed and itemized invoices are critical.

- 6.4 **Non-Payment.** Failure on the part of the District to pay all amounts due to the City within 30 days of the invoice date shall render such unpaid amount delinquent. If the delinquent amount is not paid in full within 14 days of notice of delinquency, such delinquent amount shall bear interest at an annual rate of twelve percent (12%).

## **ARTICLE VII REQUEST FOR EXPANSION**

- 7.1 **Procedure.** The District may request to expand the number of connections within the District. The request for adding connections must be approved by the City. The City will authorize the County to expand the District boundaries. The County has the authority to allow the expansion of the District following Minnesota Statutes Section 375B.
- 7.2 **Review of Request.** No expansion shall be allowed by the City unless it is in the form of a written amendment to this Agreement and approved by the governing bodies of the County and the City.
- 7.3 **Expansion of City Wastewater System.** Expansion or improvement of the City Wastewater System shall be subject to this Section.

7.3.1. **City Project.** If the City undertakes a project to expand or replace its WTP, construct a new Wastewater Treatment Plant, the District shall be responsible for paying its proportionate share of such project, with such proportionate share to be determined based on the percentage of flow as monitored by the District flow meter and the City flow meter based on a five (5) year average.

## **ARTICLE VIII INDEMNIFICATION AND LIABILITY**

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- 8.1 **County Indemnification of City.** The County shall defend, indemnify, and hold harmless the City, its officers, employees, and agents against any claim brought, action filed, or penalty imposed by reason of any act or omission of the County, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, fines, penalties, claims, or actions, including attorney fees, which the City, its officers, employees, or agents may hereafter sustain, incur, or be required to pay, arising out of or by reason of the construction, operation, maintenance, or improvement of the District System, the Connecting Sewer Line, or the District. This indemnification obligation includes the County defending, indemnifying, and holding the City harmless against any claims or actions arising from or related to any actions taken by the City or County to enforce the limits or prohibitions established in this Agreement related to the amount of the wastewater received from the District including, but not limited to, restricting flow, suspending service, or imposing additional costs on Users. The County is not responsible for indemnifying the City against actions arising solely from the claimed negligence of the City, its officers, employees, or agents. The indemnification obligation contained in this Section is in addition to any other County indemnification obligations contained in this Agreement.
- 8.2 **City Indemnification of County.** The City shall indemnify, defend, and hold harmless the County from any and all loss or damage to any property, liability, loss, costs, damages, expenses, fines, penalties, claims, or actions, including attorney fees incurred by the County by reason of any act or omission on the part of the City, its agents or employees, in connection with the construction or operation and maintenance of the City Wastewater System, unless the same shall be due to the negligence of the County, its agents or employees. This indemnification obligation includes the City defending, indemnifying, and holding the County harmless against any claims or actions arising from or related to any actions taken by the City or County to enforce the limits or prohibitions established in this Agreement related to the amount of the wastewater received from the District including, but not limited to, restricting flow, suspending service, or imposing additional costs on Users. The City is not responsible for indemnifying the County against actions arising solely from the claimed negligence of the County, its officers, employees, or agents. The indemnification obligation contained in this Section is in addition to any other City indemnification obligations contained in this Agreement.
- 8.3 **Circumstances Beyond Control.** The City shall not be responsible if the City Wastewater System is prevented from receiving or treating wastewater from the District in accordance with the terms of this Agreement by any cause not reasonably within the control of the City including, but not limited to, acts of God (fire, explosion, flood, earthquake, tornado), strike, war, unavoidable accident, ruptured pipe resulting from temperature change or ground disturbances, or Federal or State interference (governmental exercise of authority, court orders). The City agrees (except in the case of total destruction or near total destruction of its properties) to diligently put its works in condition again, as soon as practicable, to dispose of sewage in the manner provided for in this Agreement. The County shall hold, save, and defend the City harmless for any

damage or loss resulting from such impossibility, frustration, interruption, or suspension of performance of the terms of this Agreement.

- 8.4 **Liability Caps and Exemptions.** To the extent a court considers this Agreement to constitute a joint venture or joint enterprise between the City and the County, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, Section 471.59, Subdivision 1a(a). Nothing herein shall constitute a waiver by any party of the limitations on or exclusions from liability available to either under Minnesota Statutes, Chapter 466 or as otherwise provided in law.

## **ARTICLE IX CHOICE OF LAW AND VENUE; DISPUTES**

- 9.1 **Choice of Law and Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and the Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

## **ARTICLE X MISCELLANEOUS PROVISIONS**

- 10.1 **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including present and all future attachments or exhibits shall constitute the entire agreement between the Parties, superseding all prior agreements and negotiations. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City of Cleveland and the County of Le Sueur.
- 10.2 **Amendments.** This Agreement may be amended or modified only by mutual, written agreement duly executed by both of the Parties. Such written agreement shall be executed by a resolution duly adopted by the Board of the Le Sueur County Commissioners and the City Council of the City of Cleveland.
- 10.3 **Governing Law.** This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Minnesota.
- 10.4 **No Third Party Rights.** No party to this Agreement shall by virtue of this Agreement have any responsibility with respect to services provided or contractual obligations assumed by any other party, and nothing in this Agreement shall be deemed to constitute or to create any fiduciary or agency relationship among the Parties or any other party.
- 10.5 **Audit.** The County shall have the right to inspect and audit City records with respect to this Agreement.

- 10.6 **Recitals and Attachments.** The recitals contained herein, together with all Attachments or Exhibits referred to in this Agreement, are hereby made a part hereof and incorporated herein by reference as fully and as completely as if set forth herein verbatim.
- 10.7 **Waiver.** The waiver by either party of an event of default of any term of this Agreement by the non-defaulting party shall not operate, or be construed to operate, as a waiver of any subsequent claim of default or any other claim available under this Agreement or available at law or in equity. The making or the acceptance of a payment by either party with knowledge of the existence of a default shall not operate, or be construed to operate, as a waiver of any subsequent claim of default or any other claim available under this Agreement or available at law or in equity.
- 10.8 **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable by any court of competent jurisdiction, by reason of any existing or subsequently enacted legislation, or by the application of existing or subsequently adopted rules and regulations of any State or Federal agency, the other provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement, and give effect to the intentions of the Parties.
- 10.9 **Notice.** Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by first class mail, postage prepaid, as follows to the City Clerk if to the City, or to the County Administrator if to the County.

*[Remainder of page left intentionally blank.]*



**IN WITNESS WHEREOF**, the City of Cleveland has caused this Agreement to be signed in duplicate by its Mayor and City Clerk, and its corporate seal to be hereunto affixed pursuant to a resolution of the City Council of the City of Cleveland, a certified copy of which is hereto attached; and the County of Le Sueur has caused this Agreement to be executed by its chairman, attested to by its clerk to the Board pursuant to a resolution duly adopted by the Board of the Commissioners of Le Sueur County, certified copy of which is hereto attached.

**COUNTY OF LE SUEUR**

Approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BY THE LE SUEUR COUNTY BOARD**

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
County Administrator

**CITY OF CLEVELAND**

Approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BY THE CITY COUNCIL**

\_\_\_\_\_  
Mayor

ATTEST:

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

[15741-0031/2934032/1]

**EXHIBIT A**  
Map of Subordinate Service District

(attached hereto)

[15741-0031/2934032/1]

A-1

## **EXHIBIT B**

Parcel Listing / Number of Allowable SAC Units per Property

(attached hereto)

[15741-0031/2934032/1]

B-1

CH 104 464TH ST

464TH ST Twp # 262

281ST AVE Twp #

CEDAR TWP #

West Jefferson Lake

WEST LAKE DR Twp #

HUB DR Twp #


MAPLE LN Twp #


CH 105 470TH ST

CH 104 RIDGETOP RD

# EXHIBIT A WEST JEFFERSON Subordinate Sewer District

**LEGEND**

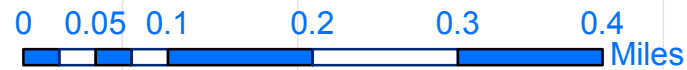
 WJ Sewer District

 Lake



Date: 3/2/2018

Author: Justin Lutterman  
Le Sueur County GIS Department  
88 S Park Ave P: (507) 357-8577



Document Path: G:\ReaderUpdate\DATA\MXDs\Darrell\WestJeffersonSewerDistrictFinal.mxd

**EXHIBIT B - PARCEL LISTING****3/2/2018**

<b>EX. A</b>	<b>PARCEL</b>	<b>NAME</b>	<b>PROPERTY ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
1	13.430.0070	ANNEXSTAD,LAWRENCE O	28676 WEST LAKE DR	MADISON LAKE	MN	56063
2	13.651.0100	BALLMAN,JOSHUA & MARCY	28204 RIDGE RD	CLEVELAND	MN	56017
3	13.650.0300	BARNLUND,ROGER & PAMELA	28229 CEDAR TRL	CLEVELAND	MN	56017
4	13.003.7900	BECKER,LEE K	27926 MAPLE LN	MADISON LAKE	MN	56063
5	01.750.0130	BEILKE,ROBERT J	46427 EVERGREEN LN	CLEVELAND	MN	56017
6	13.003.7600	BESKE,DWIGHT E	27982 MAPLE LN	MADISON LAKE	MN	56063
7	13.800.0120	BESKE,DWIGHT E	27982 MAPLE LN	MADISON LAKE	MN	56063
8	13.650.0390	BLAHA,TIMOTHY G & TAMMEJO A	46552 CEDAR CIR	CLEVELAND	MN	56017
9	13.430.0020	BLAIS,STEVEN & SALLY M	28636 WEST LAKE DR	MADISON LAKE	MN	56063
10	01.550.0180	BODE,DAVID & KELLY	46571 EVERGREEN LN	CLEVELAND	MN	56017
11	13.650.0190	BOHLKE,DARREL W & ELNA I	28226 CEDAR TRL	CLEVELAND	MN	56017
12	13.430.0180	BUYSSE,ANDREW J	28852 WEST LAKE DR	MADISON LAKE	MN	56063
13	13.650.0310	CHESTER,PHILIP R	46588 CEDAR CIR	CLEVELAND	MN	56017
14	13.415.0110	CHRISTENSEN,DANIEL R & JOLENE	HUB DR	MADISON LAKE	MN	56063
15	01.550.0170	CHRISTENSEN,THOMAS R	46567 EVERGREEN LN	CLEVELAND	MN	56017
16	13.420.0030	CHRISTIAN,KEVIN W & ANN	28622 WEST LAKE DR	MADISON LAKE	MN	56063
17	13.420.0010	CHRISTIAN,KEVIN W & ANN		MADISON LAKE	MN	56063
18	13.430.0190	CONLON,JAMES A & KATHRYN	WEST LAKE DR	MADISON LAKE	MN	56063
19	13.650.0270	CONNORS,ROLAND & LINDA	28248 CEDAR TRL	CLEVELAND	MN	56017
20	01.550.0390	DASCHNER,LYLE & PHYLLIS	46645 EVERGREEN LN	CLEVELAND	MN	56017
21	13.430.0090	DELLWO,KEITH & ANNETTE	28690 WEST LAKE DR	MADISON LAKE	MN	56063
22	13.800.0200	DENO,JUSTIN	46875 MAPLE DR	MADISON LAKE	MN	56063
23	01.550.0160	ERICKSON,TIMOTHY & CHRISTY A	46563 EVERGREEN LN	CLEVELAND	MN	56017
24	13.650.0230	FLATEN,MARY	28236 CEDAR TRL	CLEVELAND	MN	56017
25	13.430.0210	FOEDE,JOHN J & NADA K	28908 WEST LAKE DR	MADISON LAKE	MN	56063
26	13.650.0240	GADOLA,ROBERT J	28240 CEDAR TRL	CLEVELAND	MN	56017
27	13.495.0060	GENELIN,ANTHONY R	46242 ARTHUR DR	CLEVELAND	MN	56017
28	13.415.0080	GIBBS,JAMES W & SANDRA K	28613 HUB DR	MADISON LAKE	MN	56063
29	13.475.0010	GIBBS,JASON & KIMBERLY	46250 CEDAR TREE LN	CLEVELAND	MN	56017
30	13.650.0440	GIERSDORF,GREGG & JOLENE	46506 CEDAR CIR	CLEVELAND	MN	56017
31	13.430.0100	GOETTL,BRIAN & JEAN	28698 WEST LAKE DR	MADISON LAKE	MN	56063
32	13.651.0020	GORE,JILL K	28252 RIDGE RD	CLEVELAND	MN	56017
33	13.651.0010	GORE,SAMUEL K	28168 CEDAR TRL	CLEVELAND	MN	56017
34	01.550.0120	GRISIM,CHAD	46549 EVERGREEN LN	CLEVELAND	MN	56017
35	13.495.0030	GUENTZEL,MARYLOU B	28635 464TH ST	CLEVELAND	MN	56017
36	01.550.0050	HALL,CAROL J	46525 EVERGREEN LN	CLEVELAND	MN	56017
37	13.800.0270	HALVORSON,GREG B	27938 MAPLE LN	MADISON LAKE	MN	56063
38	13.760.0030	HALVORSON,JADE & CHANCE	27864 470TH ST	MADISON LAKE	MN	56063
39	01.550.0010	HARBO,TIMOTHY C	46507 EVERGREEN LN	CLEVELAND	MN	56017
40	13.430.0120	HAUG,BRADLEY & JENNI	28700 WEST LAKE RD	MADISON LAKE	MN	56063
41	13.415.0070	HAWKINS,THOMAS L	28637 HUB DR	MADISON LAKE	MN	56063
42	13.430.0170	HENDLEY,JUDY A	28824 WEST LAKE DR	MADISON LAKE	MN	56063
43	13.760.0130	HEUN,MITCHELL E & VICTORIA E	27832 MAPLE LN	MADISON LAKE	MN	56063
44	13.800.0250	HILL,KATHLEEN A	27960 MAPLE LN	MADISON LAKE	MN	56063
45	13.415.0090	HILL,RONALD R & STEPHANIE	28601 HUB DR	MADISON LAKE	MN	56063
46	13.800.0080	HILPIPRE,SHIRLEY J	27996 MAPLE LN	MADISON LAKE	MN	56063
47	13.650.0380	HINIKER,ROBBY & MELANIE	46544 CEDAR CIR	CLEVELAND	MN	56017
48	13.430.0040	HOBBSKEET HOLDINGS LLC	28658 WEST LAKE DR	MADISON LAKE	MN	56063
49	13.430.0200	HOLM,ALAN & CATHERINE	28874 WEST LAKE DR	MADISON LAKE	MN	56063
50	13.650.0170	HOVICK,ROBERT C	28212 CEDAR TRL	CLEVELAND	MN	56017
51	01.550.0220	JACOBSON,DAVID R & CAROL	46583 EVERGREEN LN	CLEVELAND	MN	56017
52	13.004.3000	JOHNSON,CULLY & BARBARA	28299 464TH ST	CLEVELAND	MN	56017
53	13.650.0410	JOHNSON,DARRELL A & BARBARA J	46526 CEDAR CIR	CLEVELAND	MN	56017
54	13.800.0070	JOHNSON,PELL E & THERESA	28002 MAPLE LN	MADISON LAKE	MN	56063
55	01.550.0400	JOHNSON,WILLIAM O	46650 EVERGREEN LN	CLEVELAND	MN	56017
56	13.650.0160	KINNE,MATHEW C	28204 CEDAR TRL	CLEVELAND	MN	56017

57	01.520.0100	KOPPELMAN, TIM	28003 CEDAR TRAIL CT	CLEVELAND	MN	56017
58	01.103.8600	KRANZ,TERRANCE G & SANDRA	46566 EVERGREEN LN	CLEVELAND	MN	56017
59	13.650.0180	KREUTER,DAVID K	28220 CEDAR TRL	CLEVELAND	MN	56017
60	01.550.0150	KROYER,JEROME R	46557 EVERGREEN LN	CLEVELAND	MN	56017
61	13.650.0220	LANCE,BRADLEY D & JEAN F	28234 CEDAR TRL	CLEVELAND	MN	56017
62	13.800.0020	LANGE,BRIAN A & JODY SHELTON	28024 MAPLE LN	MADISON LAKE	MN	56063
63	13.010.0600	LANGE,BRIAN A & JODY SHELTON		MADISON LAKE	MN	56063
64	01.550.0250	LARSON,PAULA K	46589 EVERGREEN LN	CLEVELAND	MN	56017
65	01.550.0130	MACK III,JOHN A	46553 EVERGREEN LN	CLEVELAND	MN	56017
66	13.650.0320	MAULAND,ARLEN H & JUDY E	46584 CEDAR CIR	CLEVELAND	MN	56017
67	13.415.0010	MCCABE,RONALD A	28528 WEST LAKE DR	MADISON LAKE	MN	56063
68	13.430.0230	MEIER,DAVID	28926 WEST LAKE DR	MADISON LAKE	MN	56063
69	13.640.0030	MENKE,MARK A	29035 SUNSET AVE	MADISON LAKE	MN	56063
70	01.750.0110	MENSING,BRIAN & SANDRA	46445 EVERGREEN LN	CLEVELAND	MN	56017
71	13.650.0210	MENSING,DONALD W & EILEEN A	28232 CEDAR TRL	CLEVELAND	MN	56017
72	13.652.0030	MILLER,RICHARD E & JERI ANN	28135 CEDAR TRL	CLEVELAND	MN	56017
73	13.652.0040	MILLER,RICHARD E & JERI ANN		CLEVELAND	MN	56017
74	13.004.3400	MILLER,RICHARD E & JERI ANN		CLEVELAND	MN	56017
75	13.650.0100	MISSMAN,MICHAEL A & TAMMY	28160 CEDAR TRL	CLEVELAND	MN	56017
76	13.800.0140	MOHR,MARTIN F & SANDRA L	46886 MAPLE DR	MADISON LAKE	MN	56063
77	01.550.0110	MORELL,GREGORY & NANCY	46545 EVERGREEN LN	CLEVELAND	MN	56017
78	13.800.0210	MURILLA,JOSEPH R	46881 MAPLE DR	MADISON LAKE	MN	56063
79	13.651.0070	NEVA,PAULINE	28236 RIDGE RD	CLEVELAND	MN	56017
	13.651.0090	NEVA,PAULINE				
	13.651.0080	NEVA,PAULINE				
80	13.800.0050	NINOW,CHAD D & DEBBIE S	28010 MAPLE LN	MADISON LAKE	MN	56063
81	13.650.0080	OLSON,STEVEN	28153 CEDAR TRL	CLEVELAND	MN	56017
82	13.495.0070	PHILLIPS,BRIAN J & CONNIE	46256 ARTHUR DR	CLEVELAND	MN	56017
83	13.651.0030	POWELL,MARSHALL L	28253 RIDGE RD	CLEVELAND	MN	56017
84	01.520.0090	THOMPSON, RYAN	28008 CEDAR TRAIL CT	CLEVELAND	MN	56017
85	13.800.0090	PURRINGTON,BRIAN T	27988 MAPLE LN	MADISON LAKE	MN	56063
86	13.800.0060	PURVIS,PHYLLIS A	28006 MAPLE LN	MADISON LAKE	MN	56063
87	13.800.0190	RANVEK,LUKE D & KATIE E	46858 MAPLE DR	MADISON LAKE	MN	56063
88	13.430.0010	REICKS,DARWIN L & SHELLEY A	28626 WEST LAKE DR	MADISON LAKE	MN	56063
89	13.415.0100	ROGERS,AARON E & JULIE D	28605 HUB DR	MADISON LAKE	MN	56063
90	01.751.0050	ROHLFING,CORY J	46497 EVERGREEN LN	CLEVELAND	MN	56017
91	13.415.0060	ROHLFING,RICHARD A	28661 HUB DR	MADISON LAKE	MN	56063
92	13.800.0030	ROHLFING,STEVEN J & LYNELL	28020 MAPLE LN	MADISON LAKE	MN	56063
93	13.650.0420	ROSENBERGER,RITA	46520 CEDAR CIR	CLEVELAND	MN	56017
94	13.475.0030	RUSSELL FAMILY TRUST	46298 CEDAR TREE LN	CLEVELAND	MN	56017
95	01.550.0310	SATROM,LAUREN & KELLIE	46613 EVERGREEN LN	CLEVELAND	MN	56017
96	01.751.0020	SCHAEFER,JOEL & MELISSA	46467 EVERGREEN LN	CLEVELAND	MN	56017
97	01.751.0030	SCHAEFER,JOEL & MELISSA	46479 EVERGREEN LN	CLEVELAND	MN	56017
98	13.650.0400	SCHAFER,TIMOTHY & SHEILA RAE	46538 CEDAR CIR	CLEVELAND	MN	56017
99	13.651.0040	SCHAUER,JILL M	28226 RIDGE RD	CLEVELAND	MN	56017
100	01.550.0260	SCHMIDT,GARY D & GERALDINE L	46599 EVERGREEN LN	CLEVELAND	MN	56017
101	13.760.0140	SCHMITZ,AARON & HEIDI	27800 MAPLE LN	MADISON LAKE	MN	56063
102	13.650.0430	SCHUMACHER,RUDOLF & SANDRA	46512 CEDAR CIR	CLEVELAND	MN	56017
103	13.495.0080	SIMONSON,DALE E & DIANA	46290 ARTHUR DR	CLEVELAND	MN	56017
104	01.550.0240	STRAND,DONNA RAE	46595 EVERGREEN LN	CLEVELAND	MN	56017
105	13.800.0260	STRASSBURG,SHAWN M	27948 MAPLE LN	MADISON LAKE	MN	56063
106	13.430.0050	SWENSON,R VICTOR & SHARON	28672 WEST LAKE DR	MADISON LAKE	MN	56063
107	13.650.0150	THOMPSON,LARRY W & JODY R	28196 CEDAR TRL	CLEVELAND	MN	56017
108	01.550.0380	THOMPSON,LEIF C & COLEEN A	46635 EVERGREEN LN	CLEVELAND	MN	56017
109	01.103.8300	TOLZMANN,CURTIS & RALEEN	46590 EVERGREEN LN	CLEVELAND	MN	56017
110	13.800.0130	ULRICH,JOHN R	46896 MAPLE DR	MADISON LAKE	MN	56063
111	13.800.0040	VOGEL,NANCY A	28016 MAPLE LN	MADISON LAKE	MN	56063
112	01.751.0040	VOLKENANT,MARK A	46487 EVERGREEN LN	CLEVELAND	MN	56017
113	13.650.0250	WARMKA,BRYAN & MARY L	28246 CEDAR TRL	CLEVELAND	MN	56017
114	13.004.3100	WASMUND,LARRY & PAULA	28275 464TH ST	CLEVELAND	MN	56017

115	01.550.0340	WENDELSCHAFER,DAVID C & KAY	46623 EVERGREEN LN	CLEVELAND	MN	56017
116	01.751.0010	WEST,NINA L	46451 EVERGREEN LN	CLEVELAND	MN	56017
117	01.550.0200	WETZELL JR,THOMAS L	46577 EVERGREEN LN	CLEVELAND	MN	56017
118	13.800.0010	WIEBOLD,KEVIN S	28060 470TH ST	MADISON LAKE	MN	56063
119	13.800.0170	WILLS,DALE F & JOANNE V	46850 MAPLE DR	MADISON LAKE	MN	56063
120	13.650.0200	WILLS,STANLEY N & DEBORAH	28228 CEDAR TRL	CLEVELAND	MN	56017
121	13.430.0030	WINKLER,ROBERT J & AUDREY J	28648 WEST LAKE DR	MADISON LAKE	MN	56063
122	13.652.0050	WOITAS,MICHAEL A	46405 EVERGREEN LN	CLEVELAND	MN	56017
123	01.550.0040	WOLF,STEVEN C	46519 EVERGREEN LN	CLEVELAND	MN	56017