SECTION 8: SANITARY SEWER

8.1 EXECUTIVE SUMMARY

This Executive Summary provides a brief synopsis of the major findings and projections developed in the preparation of Champlin's Comprehensive Sanitary Sewer Plan.

- Champlin's existing sanitary sewer collection system consists of:
  - 95.9 miles of 6-inch through 21-inch diameter piping
  - 2,552 manholes
  - 8 lift stations
  - 7.48 miles of forcemain
- All sanitary sewer flows generated by the City of Champlin are conveyed to the Metropolitan Wastewater Treatment Plant in St. Paul via the CAB (Champlin Anoka-Brooklyn Park) Interceptor constructed in 1985 with the exception of the 86 units from the Charest-Woodlawn Addition area at 109th Avenue and Jefferson Highway which discharges to the Maple Grove sanitary sewer system.
- Champlin has six (6) inter-community connections providing for the collection of sanitary sewer flows from adjacent cities and one (1) inter-community connection collecting wastewater from Champlin.
  - A parcel adjacent to Indiana Avenue and west of West River Road flows to a Champlin lateral sanitary sewer (one unit).
  - South of 109th Avenue and each side of Noble Avenue in Brooklyn Park connects to a Champlin lateral sanitary sewer, (16 units).
  - The Northwood's Park building in Brooklyn Park flows to a Champlin lateral sanitary sewer, (one unit, summer months only).
  - The Charest-Woodlawn Addition in Champlin flows to the Maple Grove sanitary sewer system, (85 units and two City park buildings).
  - Nature's Crossing in Dayton flows to a Champlin trunk sanitary sewer, (112 units current and 125 units ultimate).
  - The Faulds Property in Dayton flows to a Champlin lateral sanitary sewer, (one unit current and three units ultimate).
- As of 2018, Champlin had:
  - An estimated population of 23,343
  - Approximately 8,700 housing units connected to the municipal sanitary sewer system;
  - Nearly 9,940 Residential Equivalent Connections (REC's of SAC units) to the sewer system; and
  - An average daily sanitary flow of 1.6 million gallons.
- Two areas of Champlin remain to be developed and served with sanitary sewer service:

- The T.H. #169 corridor between 109th Avenue and Hayden Lake Road has about 40 acres of commercial, industrial, and office zoned property to be developed.
- Nearly 86 acres of single family, residentially zoned property along both sides of French Lake Road to the west of Revere Lane.

❖ Champlin is projected to be fully developed by 2040 with:

- An estimated population of 25,400;
- About 10,700 REC's; and
- Projected average daily sanitary flows from Champlin of about 1.7 million gallons.

❖ Champlin has implemented policies and strategies to reduce and prevent inflow and infiltration (I/I).

- Champlin will continue to pursue the elimination of storm sewer connections into the sanitary sewer system.
- Champlin has established a sanitary sewer rehabilitation program that lines approximately one mile of vitrified clay sewer pipe each year.
- Champlin has established an annual maintenance schedule for televising portions of the sewer system to detect leaks, obstructions and illicit discharge.
- Where street reconstruction projects are scheduled, clay sanitary sewer pipe is evaluated for reconstruction with modern materials

8.2 INTRODUCTION

The City of Champlin is located at the northern edge of Hennepin County and is generally located in the northwest portion of the Twin Cities Seven County Metropolitan area as shown on the accompanying Location Map in Appendix 8-1. Champlin is triangular in shape, covering approximately 8.66 square miles of area, and is bounded by the Mississippi River to the northeast, the City of Dayton to the west and by the cities of Brooklyn Park and Maple Grove to the south.

Purpose and Scope

The purpose of this report is to provide the City of Champlin with Comprehensive Sewer Policy Plan that will serve as an inventory of existing facilities as well as a guide for the completion of Champlin's lateral sanitary sewer system to serve the community as it becomes fully developed in addition to serving several adjacent residential developments in neighboring communities. The report has been based on the City's latest land use and population data and is consistent with that used in; the "City of Champlin Comprehensive Water Supply Plan."

Champlin's Sanitary Sewer System

Champlin was first settled in 1952 as a farming area near the mouth of Elm Creek as it joins the Mississippi River. The Village of Champlin was platted in 1856 and the principal urban growth of the community concentrated near the ferry crossing located just upstream of the Elm Creek – Rum River – Mississippi River juncture. The original Village developed into an area which provided a community identity without a strong commercial or industrial base.

Outside the original platted area of the Village, the land use was almost exclusively agricultural. Urban development did not begin in the township until the 1950's and this early residential development occurred in a checkerboard fashion as subdivisions leapfrogged into open areas. This type and amount of development pressure led to the consolidation of the Township and Village in 1971.

Champlin had experienced rather steady, but moderate, growth until about 1980, at that time its' population was counted at 8879. With the forthcoming availability of sanitary sewer capacity through the construction of the CAB (Champlin-Anoka-Brooklyn Park) interceptor in the mid-1980's, growth and development in Champlin greatly accelerated during the 1980's and the first half of the 1990's at a rate of over 800 persons per year. This resulted in a 1990 population of 16,848 a population of 20,307 in 1998 and a population of 24,400 in 2008. The rate of population increase in Champlin is expected to moderate to approximately 120 persons per year during the next ten (10) years to 2030 when Champlin is expected to reach a population of 25,600 and an ultimate population of 25,400 in year 2040.

Municipal sanitary sewer service was initially constructed in the Village of Champlin in 1964 and was conveyed to the Anoka Wastewater Treatment Plan via a lift station and forcemain for processing. The expansion of the sanitary sewer collections system within

Champlin during the 1960's, the 1970's, and the early 1980's was largely confined to the original Champlin Village area and the adjacent township areas along the Mississippi River.

From 1964 until 1985, sewage was treated at the Anoka Sewage Treatment Plant. Due to the limited capacity and inefficiency of the plant, the Metropolitan Waste Control Commission made the long-range decision to close down the Anoka Treatment Plant and handle the sewage from the Cities of Anoka, Andover, Ramsey, and Champlin through the Pigs Eye Plant in St. Paul. The first step in the process, the CAB (Champlin-Anoka-Brooklyn Park) interceptor, was constructed through Champlin in 1985 providing capacity within the confines of the respective comprehensive plans for growth in the CAB cities. In 1992, the Anoka Sewage Treatment Plant was removed from service and a trunk sewer pipe was installed from Anoka into Champlin (roughly paralleling T.H. #169), where it tied into the CAB Interceptor Line just south of Hayden Lake Road and east of T.H. #169.

With the Construction of the CAB Interceptor line through Champlin in 1985, sanitary sewer service became available to the entire area of the City within the MUSA (Metropolitan Urban Service Area) boundary. It made sanitary sewer service readily available to approximately 2,500 existing homes in the City of Champlin which, together with new growth and development, dramatically increased the flows from the community. And as can be seen on the City's sanitary sewer map, sanitary sewer lines have been extended to serve all the developed areas of the community. The MUSA boundary has since been extended further west, so it encompasses the entire City of Champlin and an adjacent, existing single-family residential development in the City of Dayton. The Dayton development, referred to as the Nature's Crossing, is surrounded by the Elm Creek Park Reserve to the north, west and south. The most logical and economical way to provide sanitary sewer service was through Champlin as discussed and agreed upon by both cities.

8.3 SEWER ELEMENT OF COMPREHENSIVE PLAN

Under the Metropolitan Land Planning Act, local governments are to prepare comprehensive plans and submit these to the Metropolitan Council to determine their consistency with metropolitan system plans. Local comprehensive plans are to include land use and public facilities plans with sufficient information to establish the effects on or departures from metropolitan system plans. The public facilities plan includes a sewer element which:

1. Describes, designates and schedules the area to be served by the public sewer system; and:

2. Outlines the existing and planned capacities of the public sewer system.

The following information and data regarding the Champlin Sanitary Sewer System is provided to fulfill the content requirements for the sewer element of the Champlin Comprehensive Plan for sewered areas within the Metropolitan Urban Service Area (MUSA).

Projections of Socioeconomic and Sanitary Flow Data

The estimated population, number of households, number of employees and sanitary sewer flows, as projected by the City and the Metropolitan Council, to be served by the CAB Interceptor of the Metropolitan Council Environmental Service sewer system within Champlin is as follows:

Table 8-1: Forecasts

YEAR	ESTIMATED SEWERED POPULATION	ESTIMATED SEWERED HOMES	ESTIMATED SEWERED EMPLOYEES	ESTIMATED AVERAGE SEWAGE FLOW RANGE (MGD)
2020	24,347	8,681	4,400	1.59
2030	25,573	9,390	4,600	1.71
2040	25,397	9,399	4,800	1.72

The estimated growth forecasts by MCES interceptor facility are shown in the table below. Note that the forecasts for a particular interceptor include the forecasts for any sewersheds upstream of that interceptor. For example, MCES Interceptor 8252-482 conveys all flows generated in the City. Therefore, the household and employment forecasts for MCES Interceptor 8252-482 match the City-wide sewered forecasts.

Table 8-2: Forecasts by MCES Interceptor Facility

	2-CN-630	8010	8252-482A	8252-482

Year	Hhds.	Empl.	Hhds.	Empl.	Hhds.	Empl.	Hhds.	Empl.
2020	1,985	383	339	201	152	719	8,681	4,400
2030	2,314	401	800	210	177	752	9,390	4,600
2040	2,316	418	810	219	177	785	9,399	4,800

Existing and Proposed Sanitary Sewer Services Area

The City of Champlin Trunk Sanitary Sewer System is shown on Appendix 8-2. The existing trunk sanitary sewer lines, including the CAB Interceptor, are identified and the proposed development areas are identified by the land use and anticipated development time frame. The existing inter-community sanitary sewer connection locations are also shown on Appendix 8-2 and include:

Inter-community connections flowing to Champlin:

1. One single family residential unit in Brooklyn Park adjacent to Indiana Avenue (10802 Indiana Avenue) connects to a Champlin lateral sanitary sewer flowing to lift station No 9, discharges to the Champlin portion of the CAB interceptor.

2. Sixteen single-family residential units in Brooklyn Park along the south side of 109th Avenue on both sides of Noble Avenue (the southeastern corner of the City) connect to a lateral sanitary sewer discharging to the Champlin portion of the CAB Interceptor.

3. One existing connection to a recreational park building in Brooklyn Park located on the south side of 109th Avenue to the east of Winnetka Avenue (County Road #103), flows to the Champlin portion of CAB Interceptor via an 8-inch lateral line along Quebec Avenue.

4. One hundred twenty-five (125) single-family residential homes, 112 existing and 13 future located in the Nature's Crossing of Dayton, located west of Goose Lake Road at the west end of Goose Lake Parkway. The sanitary sewer connects into the Champlin sanitary sewer system.

5. One single family residential unit in Dayton at the southwest corner of Champlin connects to a Champlin lateral sanitary sewer in Goose Lake Road which ultimately discharges to the Champlin portion of the CAB interceptor.

Inter-community connections flowing out of Champlin

1. Eighty-five (85) single-family residential homes and two City park buildings located in or adjacent to the Charest-Woodlawn Addition of Champlin, generally located on the north side of 109th Avenue to the west of Jefferson Highway North,

flow into the Maple Grove sanitary sewer system via Champlin Lift Station No. 4 and forcemain.

The agreements for said connections are attached as Appendix 8-3.

Inflow and Infiltration

Inflow and infiltration (I/I) are types of clearwater, such as stormwater runoff or groundwater, that enter the sanitary sewer system. Inflow typically enters the system during storm events through rain leaders, foundation drains, sump pumps, storm sewer cross connections, or loose manhole covers. Infiltration is groundwater that gradually seeps into the system through cracks, leaky joints, or deteriorated structures.

Sanitary sewers installed pre-1970 are more susceptible to I/I due to their materials of construction and their age. Eleven percent (11%) of the residential housing stock in Champlin was built prior to 1970. Of the pre-1970 era private services, about two thirds have been evaluated for I/I. Sewer televising completed in conjunction with street and utility improvement projects has not shown significant I/I entering the system from private services.

The clearwater flow entering the City of Champlin sanitary sewer system was estimated using MCES meter data from 2015 to 2019. The average annual I/I rate and peak month I/I rate were calculated as the difference between the average flow and the base flow. The base flow was approximated as the lowest monthly flow within each year.

Table 8-3: Estimated I/I Rate

YEAR	AVERAGE FLOW (MGD)	AVERAGE I/I RATE	PEAK MONTH FLOW (MGD)	PEAK MONTH I/I RATE
2015	1.477	4.0%	1.594	11.0%
2016	1.585	10.3%	1.734	18.0%
2017	1.631	3.0%	1.703	7.1%
2018	1.553	3.3%	1.587	5.4%
2019	1.639	7.7%	1.737	12.9%
AVERAGE	1.577	5.6%	1.671	10.9%

City Strategies for Reducing and Preventing Excessive I/I

The City of Champlin has implemented several strategies for preventing and reducing excessive I/I into its local sewer system. These strategies include:

1. The annual cleaning/inspections of portions of the sanitary sewer system. All clay piping is cleaned on a 3-year cycle. All plastic piping is cleaned on a 5-year cycle.

2. The annual televising of 25% (a 4-year cycle) of the City's vitrified clay pipe (VCP) and 10% (a 10-year cycle) of its polyvinyl chloride (PVC) sanitary sewer lines with a follow-up program to make the necessary corrections, repairs or pipe replacement to reduce infiltration, remove obstructions, and improve flows.

3. The City has established an annual pipe rehabilitation program in its Capital Improvement Program to line all vitrified clay pipe. The annual budget provides for approximately one mile of pipe rehabilitation each year.

4. A city ordinance and inspection program to eliminate cross-connections of sump pump discharge into the sanitary sewers system which was implemented in 1994. Champlin's Ordinance Regulating the Operation of the Sanitary Sewer System is shown on Appendix 8-4.

5. The City will be starting a water meter replacement project in the next few years, which will include sump pump inspections.

I/I Reduction Projects

As described above, the City of Champlin has several cleaning, inspection, televising, and rehabilitation programs aimed at mitigating I/I. The table below summarizes the rehabilitation projects completed in the last ten years for which data is available, as well as the work budgeted for the next five years.

Table 8-4: I/I Reduction Projects

YEAR	DESCRIPTION	LENGTH	COST
2008	Sanitary Sewer Rehabilitation	10,137 LF	N/A
2015	Sanitary Sewer Rehabilitation	22,910 LF	$613,412
2020	Champlin Heights Sanitary Sewer	1,130 LF	$88,085
2020	Edgewater Gardens Sanitary Sewer	8,770 LF	$738,120
2021	Sanitary Sewer Rehabilitation	TBD	$460,000
2023	Sanitary Sewer Rehabilitation	TBD	$480,000
2025	Sanitary Sewer Rehabilitation	TBD	$500,000

Management of Individual Sewage Treatment Systems.

The City of Champlin has reduced the number of individual sewage treatment systems (ISTS) within the City to 19 sites resulting from the expansion of the City's public sanitary sewer system.

By City Ordinance, parcels with public sanitary sewer availability have two years to connect to the public system. Appendix 8-5 identifies the list of properties that currently utilize ISTS.

Construction of ISTS within the City is not allowed if public sanitary sewer is available to serve the property. ISTS systems that are installed are administered by Hennepin County. The City Ordinance Authorizing Hennepin County to Administer Individual Sewage Treatment Systems Regulators is shown on Appendix 8-6. The Hennepin County Ordinance for Individual Sewage Treatment System Standards is located in Appendix 8-7.

8.4 LOCAL COMPREHENSIVE SEWER POLICY PLAN

The Local Comprehensive Sewer Policy Plan (LCSPP) discusses the collection and disposal of wastewater generated by the community. The LCSPP is broader in scope than the sewer element of the City's comprehensive plan and provides detailed sewer system engineering information.

Treatment and disposal of wastewater generated by the City of Champlin is accomplished by the MCES at the Metropolitan Wastewater Treatment Plant in St. Paul. The Comprehensive Sewer Policy Plan for the City of Champlin deals primarily with conveyance facilities required to collect the wastewater and transport it to the Champlin-Anoka-Brooklyn Park (CAB) Interceptor, an MCES facility which extends through Champlin.

The local elements of conveyance are the sewer services, laterals, trunks, manholes, lift stations, force mains, and all related appurtenances associated with the collection and transportation of the wastewater flows. The sewer laterals and service lines are laid out or designed during platting of the land as it is developed. Trunk sewers are largely dependent on the service area size, type and density of development, and total anticipated sanitary flows to be generated. The trunk system includes all lines twelve inches (12") in diameter and larger, MCES facilities, and other facilities, such as lift stations are also part of the City's trunk sewer system. Champlin's trunk sewer system has been constructed and provides for the ultimate service area. Periodic review and updating of the trunk sewer system is required to ensure that the existing facilities meet the needs of the areas served.

Description of Sanitary Sewer System

The first municipal sanitary sewer facilities were constructed in 1964 within the original Village area (near the T.H. #169 bridge crossing of the Mississippi River). The initial trunk and lateral sanitary sewer pipe system extending into the surrounding neighborhood areas conveyed the effluent to Lift Station #1, located just south of the Mississippi River and west of T.H. #169, where it was pumped through an 8" forcemain to the Anoka Wastewater Treatment Plant, located on the north bank of the Mississippi River and just east of T.H. #169 at the confluence of the Rum River with the Mississippi River. The Metropolitan Waste Control Commission acquired Lift Station #1 and associated forcemain from the City of Champlin in 1971.

During the 1960's and 1970's, the expansion of Champlin's sanitary sewer collection system was largely confined to the original Champlin Village area and the adjacent township areas along the Mississippi River. To serve many of these early service areas, it was necessary to install lift stations and forcemains to elevate the effluent into the gravity system flowing to Lift Station #1. Lift Stations #2, 3, 5 & 6 and their associated forcemain outlets were constructed to serve specific drainage districts during that period of time.

In the late 1970's sanitary sewer service was also provided to 66 existing single-family residences in the Charest-Woodlawn Subdivision, located at the northwest quadrant of Jefferson Highway and 109th Avenue in the south-central portion of the community.

Sewer service was provided by constructing lift station #4 and a forcemain which conveyed the effluent to Maple Grove's collection system. That system continues to operate the same today in serving the fully developed area of 86 homes and 2 City park buildings.

In the early 1980's, a number of existing single family residential developments in central Champlin, which had been built in Champlin Township during the late 1950's and the 1960's, were experiencing well and septic tank problems. These subdivisions, generally located between 111th and 119th Avenues from ¼ mile west of Winnetka Avenue (County Road #103) to West River Road (County Road #12), were adjacent to the proposed and pending Champlin-Anoka-Brooklyn Park (CAB) Interceptor line. Municipal sanitary sewer collection systems were designed and constructed through these neighborhoods which conveyed the effluent via lift stations and forcemains constructed at the edge of the developments and near the future CAB alignment. These interim lift stations and forcemains, with the exception of Lift Station #8, which was relocated farther downstream to serve an enlarging sewer district, were eliminated by the CAB Interceptor in 1985.

The construction of the CAB Interceptor line through Champlin in 1985 placed the entire community within the Metropolitan Urban Service Area (MUSA) boundary. Sanitary Sewer flows from Champlin were no longer restricted by the pumping capacity of Lift Station #1 and its 8" forcemain to the Anoka Wastewater Treatment Plant. Sanitary sewer trunk and lateral lines have been extended in the past twenty (20) years to serve all the platted and developed areas of the City including those served by Lift Stations #7, #8, and #9.

The only significant land areas of the City remaining to be served by sanitary sewer include about 150 acres of single family, residentially zoned property along both sides of French Lake Road (Co. Road No. 121) from one mile west of T.H. No. 169 to the west corporate boundary and north of the Elm Creek. This area will be served by connecting to the recently constructed MCES Dayton-Champlin Interceptor. This area is anticipated to develop between 2020 and 2025.

In summary, the Champlin Trunk Sanitary Sewer System consists of 2.8 miles of 12-inch diameter and larger piping, 8 lift stations and 7.48 miles of forcemain (4", 6", & 8").

Pump No.	Location	Year Constructed	Flow (GPM)
#2	1217 Sherwood Street	1982 (Replacement)	140
#3	13224 Revere Lane	2004 (Replacement)	300
#4	9506 109th Avenue	1977	100
#5	12290 Gettysburg Avenue	1978-2018 (Reconstructed)	359
#6	7500 River Shore Lane	1979-1980	50
#7	11625 Mississippi Avenue	1987	200
#8	11330 Georgia Avenue	1985 (Replacement)	890
#9	11000 Mississippi Avenue	1995	200

City of Champlin "Lift Station Inventory Records" for each lift station are provided in Appendix 8-8.

Metropolitan Facilities

Lift Station #1, located along the south bank of the Mississippi River one (1) block west of the T.H. #169 bridge, and its associated 8" forcemain were constructed by the City of Champlin in 1964 to convey effluent to the Anoka Wastewater Treatment Plant, a Metropolitan Waste Control Commission (MWCC) facility. In 1971, the MWCC purchased the lift station and forcemain from the City of Champlin and took over the operation and maintenance of those facilities.

With the shutdown of the Anoka Wastewater Treatment Plant (WWTP) in 1992, the forcemain from Lift Station #1 as well as the forcemain crossing the Mississippi River from the former Anoka WWTP were reconstructed to discharge the flows into the Champlin-Anoka-Brooklyn Park (CAB) Interceptor, near the intersection of T.H. #169 and Hayden Lake Road, for conveyance to the Metropolitan Wastewater Treatment Plant in St. Paul. The forcemain routing to the CAB Interceptor line roughly parallels T.H. #169, located to the north and east sides of the highway, in a southeasterly and southerly direction. Lift Station #1 remains a facility of the Metropolitan Council Environmental Services – Wastewater Division (MCES) and is a duplex lift station. It utilizes Aurora Model 613 pumps with a pumping capacity of 950 g.p.m. per pump and a combined capacity of 1200 g.p.m.

The Champlin-Anoka-Brooklyn Park (CAB) Interceptor was constructed through Champlin in 1985 by the former MWCC and consists of 48" and 54" reinforced concrete pipe. The routing, as shown on Appendix 8-2, "Champlin Trunk System Phasing Sanitary Sewer System", enters the southeastern corner of Champlin at 109th Avenue and Noble Avenue. It proceeds to the west for about 2 ¼ miles along 109th Avenue or a paralleling alignment about ¼ mile to the north (111th Avenue corridor), then turns northerly ¼ mile east of T.H. #169 to parallel the highway for about 1.5 miles to 123rd Avenue before proceeding to the west and north for another ¼ to 3/8 mile to terminate near the intersection of T.H. #169 and Hayden Lake Road. It is at this location that the forcemain for Lift Station #1 and from the Anoka WWTP ties into the CAB Interceptor line.

In 2008, Metropolitan Council Environmental Services (MCES) extended the CAB Interceptor along the 123rd Street alignment across T.H. 169 to Champlin Drive, then north on Champlin Drive to Hayden Lake Road. The gravity interceptor was extended west within Hayden Lake Road to a MCES pumping station located at the intersection of Hayden Lake Road and Elm Creek Crossing. The pumping station lifts the sewage that is conveyed in a second gravity interceptor that extends along Elm Creek Crossing and French Lake Road to the City of Dayton.

The Champlin gravity sewer system has completed 2 connectors to the MCES Dayton interceptor.

Inter-Community Flows

The Champlin sanitary sewer system has seven (7) locations of inter-community flows as shown on the Trunk Sanitary Sewer map in Appendix 8-2. Following is a brief description of the existing connections with neighboring communities with the existing and ultimate flows for each interconnection location provided in Table 1 below:

a) Indiana Avenue – East side of street at West River Road in Brooklyn Park
One single family residence within Brooklyn Park connects to a Champlin lateral sanitary sewer. The sanitary sewer extends to lift station no 9 which pumps the wastewater to a lateral sanitary sewer along 109th Avenue that discharges to the CAB Interceptor on the Champlin side. The City of Champlin bills the City of Brooklyn Park for this sanitary sewer service.

b) 109th Avenue – Noble Avenue Neighborhood in Brooklyn Park
Sixteen single family residential houses on the south side of 109th Avenue, either side of Noble Avenue, in the City of Brooklyn Park are connected to a Champlin lateral sanitary sewer. The lateral sanitary sewer line conveys the wastewater into the Champlin side of the CAB Interceptor.

c) Northwoods Park in Brooklyn Park
The Northwood's Park building located south of 109th Avenue across from Quebec Avenue in the City of Brooklyn Park ties into the Champlin sanitary sewer lateral system at the intersection of 109th Avenue and Quebec Avenue. The City of Champlin bills the City of Brooklyn Park for this sanitary sewer service.

d) Nature's Crossing in Dayton
The Nature's Crossing, located west of Goose Lake Road in Dayton, includes 125 single-family residential lots, which are proposed to be served with municipal sanitary sewer service from the City of Champlin. Flow from the Nature's Crossing extends to the Champlin sanitary sewer line constructed within Goose Lake Parkway. There are currently 112 connections with 13 future connections. The City of Champlin bills these properties for this sanitary sewer service. The City of Champlin also collects a utility maintenance fee which is remitted to Dayton quarterly for sewer maintenance.

e) Faulds Property in Dayton
The Faulds property is located west of the southeast corner of Dayton. This parcel has one residential connection to the Champlin sanitary sewer system located within Goose Lake Road. Ultimately there may be three connections. The Faulds Property is included in the Nature's Crossing agreement with Dayton.

f) Charest - Woodlawn area in Champlin to Maple Grove
Municipal sewer and water utilities were constructed in the Charest Woodlawn Addition, located in the northwest quadrant of the intersection of Jefferson Highway and 109th Avenue at the southern edge of Champlin, in the late 1970s to replace a number of failing wells and septic systems in the existing homes. Since it was an isolated neighborhood in Champlin and since the CAB (Champlin-Anoka-Brooklyn Park) Interceptor construction had not yet been committed, the only available and feasible alternative for conveying the sanitary sewer flows from the Charest Woodlawn neighborhood was to pump it into an adjoining Maple Grove system to the southwest via Lift station #4 and a 4-inch-diameter forcemain. This lift station initially served a total of 73 single-family homes and one City park, and it currently serves a total of 85 single-family, residential homes and two City park buildings. The City of Champlin collects the sewer fees for this sanitary sewer

service, exempting the Jerry Ruppelius park building, and Maple Grove bills Champlin on a quarterly basis.

Table 8-5: Existing and Projected Inter-Community Flows

NEIGHBORHOOD AREA	EXISTING CONNECTIONS	EXISTING FLOWS (GAL/DAY)[1]	ULTIMATE CONNECTIONS	ULTIMATE FLOWS (GAL/DAY)[(1)]
109th & Noble	16	2,880	16	2,880
Northwoods Park	1	274	1	274
Charest Woodlawn Avenue	87	13,920	87	13,920
Nature's Crossing	110	17,600	125	29,000
Faulds Property	1	160	3	480

* Summer usage only.
(1) Flows based on 160 gallons per day per Residential Equivalent Connection (REC).

Sanitary Sewer Trunk System

The Champlin Trunk Sanitary Sewer System shown on Appendix 8-2, graphically displays the existing sanitary sewer lines, 12-inches or larger in diameter, which constitute the City's trunk system. Due to the relatively small geographical area of the City, its relatively flat topography, and the routing of the CAB Interceptor line through the community, the length and pipe diameter size of Champlin's trunk system is rather small. There are no apparent operational or flow capacity problems in the existing system.

Land Usage and Population

The sizing of sanitary sewer facilities is dependent upon the hydraulic capacity required for each part of the system. Municipal wastewater generally is a mixture of domestic sewage, commercial and industrial wastes, ground water infiltration, and surface water inflow. With proper design and construction, ground water is reduced to a minor percentage of the total flow and surface water is eliminated. Hydraulic discharges, which must be handled, depend, to the greatest extent, upon the type of development and the population densities which are served.

Growth Trends

From 1990 to 2000, Champlin experienced significant increases in population, household and employment growth. The growth rate, however, has slowed in recent years due to the limited supply of developable residential land. While it is expected that Champlin will add around 700 housing units in the 2020 to 2040 planning period, the population will not rise in proportion due to an aging of the population and a subsequent decline in the average household size. Table 8.6 represents population, household and employment information for the City of Champlin. Data from 1980 through 2010 is taken from the Census, 2016 is from City data and 2030 through 2040 are estimates provided from

Metropolitan Council staff as consulted by City staff. The values in Table 8.6 are total city-wide values that include both sewered and unsewered.

Table 8.6 - City of Champlin Community Forecasts

	1990	2000	2010	2016	2020	2030	2040
Population	16,849	22,193	23,089	23,343	24,400	25,600	25,400
Households	5,423	7,425	8,328	8,442	8,700	9,400	9,400
People per Household	3.11	2.99	2.91	2.76	2.77	2.72	2.70
Employment	1,110	2,734	4,012	4,116	4,400	4,600	4,800

Existing Land Use

The current land use patterns in Champlin are described through a series of land use categories. These categories were established during prior planning efforts in the City of Champlin.

Low Density Residential: This is a residential land use intended to provide land for single- and two-family residences. This is the most prevalent pattern of land use in the community and is dominated by single family detached housing. Densities within the low-density category generally range from a low of 1.5 units per gross acre up to 3.3 units per gross acre with the overall development pattern generally averaging about 2.5 units per gross acre. Permitted densities are up to five units per gross acre. The commensurate zoning districts are Single Family Residential (R-1), Two-Family Residential (R-2) and Low-Density Multi-Family Residential (R-3). Single family and two-family dwellings are permitted in this land use category.

Medium Density Residential: This land use is intended to create areas for low-density multi-family residences; to preserve and enhance transitional residential areas between lower and higher densities and to enhance transitional areas between low density and other non-residential land uses. More medium density developments have occurred recently with the increased demand in townhome and condominium styles of living. Densities within these developments typically range between six to eight units per gross acre. Permitted densities are between five and twelve units per gross acre. The commensurate zoning district is Medium Density Residential (R-4). This land use supports duplexes, townhomes, condominiums and small apartment buildings.

High Density Residential: This residential land use is intended to create, preserve and enhance areas for multi-family use of higher densities for both permanent and transient families in close proximity to major transportation and transit corridors, public community centers, shopping centers and employment centers. This pattern is reflected by older apartment developments in the Mississippi Crossings Area but also in newer developments such as the Mill Pond Gables and Champlin Shores senior housing facilities on Elm Creek and the Champlin Drive Apartments on

Champlin Drive. Average densities within the High-Density category are 15 units per gross acre. Permitted densities are twelve to eighteen units per gross acre. Densities greater than 18 units per acre have been accepted by the community under a Planned Unit Development overlay zoning, typically used for senior-oriented housing. The commensurate zoning district is High Density Residential (R-5). This land use supports apartments and large townhome or condominiums.

Commercial: The commercial land use provides for businesses, professional services, and retailers to meet the needs of residents in Champlin. Prior to 2000, most commercial development consisted of single use buildings with a sole retail business or professional service. More recent development is multi-tenant retail that has diversified the quantity and quality of retail and professional services. A majority of the commercial development has occurred along the Trunk Highway 169 corridor, clearly to take advantage of the benefits of a highly trafficked major highway. Other commercial areas are more oriented to neighborhood service delivery and are found near collector road intersections. This land use is supported by various Commercial zoning districts. Floor area ratios (FAR's) for commercial land uses are estimated at 0.4.

Office: This land use is intended to create areas for office development to provide employment opportunities in locations providing unique amenities benefiting office settings. The Commercial Office District (C-1) is most appropriate for this land use. C-1 commercial-office business district is intended for the location and development of office buildings, hotels, hospitals, clinics and public buildings. These uses shall be considered principal uses and must occupy at least 40 percent of the building square footage of the zoning district area. Related uses which are subject to more restrictive controls and for uses providing goods and services which are primarily for the use of persons employed in the district shall be considered accessory uses and shall not be permitted unless 40 percent of district area square footage is occupied by a principal use. FAR's for Office land uses are estimated at 2.5.

Industrial: This land use is intended to create areas for warehousing with office uses to provide employment opportunities and business complexes in locations accessible to high-level infrastructure. Developments along the Trunk Highway 169 Corridor near 109th Avenue highlight this land use type. Industrial land use is represented by the Industrial zoning district (I-1). Most Industrial uses have a distribution component and, as such, FAR's are estimated at 0.2.

Mixed Use: This land use is intended to permit a mix of residential, commercial and office uses in one building. The mix of uses (by acreage) is expected to be 30 percent commercial, 20 percent office and 50 percent residential. Residential densities shall have minimum densities of 40 units per gross acre with maximum densities at 50 units per acre. Higher densities may be permitted under a Planned Unit Development.

The overall design of mixed-use development areas incorporate density and promote activity. Mixed use areas can become the city's gathering space and the design may incorporate public spaces. By providing walkable mixed-use areas,

stress on the transportation system is reduced. Mixed use areas can also provide a "sense of place" by creating active and vibrant developments with opportunities for interaction through successful design and site layout.

Parks/Schools/Public Open Space: This category covers all public uses. It is intended to create areas for public recreation, public education, government services and open space. The Elm Creek Park Reserve makes up a large portion of this land use category in Champlin as over 800 acres is within corporate limits. The Open Space (OS) zoning district closely matches this land use for permanent open space areas.

Open water: Any public waters of the state as defined by Minn. Stat. 103G.005, Subd.15 (the state's county-by-county inventory of lakes, rivers and other public waterways in the public domain).

Major Right-of-Way: Right-of-way provided for Trunk Highway 169.

The following table outlines existing land uses found in Champlin broken down by acres that are developed and vacant acres that are undeveloped or that could be further developed.

Table 8.7 - Existing Land Use

LAND USE CATEGORY	DEVELOPED ACRES	VACANT ACRES	TOTAL / PERCENT OF TOTAL
Low Density Residential	2,985	95	3,080 / 56.6%
Medium Density Residential	208	8	216 / 4.0%
High Density Residential	53	4	57 / 1.0%
Commercial	138	26	164 / 3.0%
Office	5	10	15 / 0.3%
Industrial	92	0	92 / 1.7%
Mixed Use	0	0	0 / 0.0%
RESTRICTED LANDS	ACRES		
Parks, Schools, Open Space	1,308		1,308 / 24.0%
Major Road Right-of-way	90		90 / 1.7%
Open Water	420		420 / 7.7%
TOTAL LAND AREA	**5,442**		**5,442 / 100 %**

Detached single family neighborhoods comprise over half of Champlin's land area. Attached and multi-family residential areas, located at the periphery of single-family neighborhoods along major streets, make up another 4.7 percent.

Commercial, office and industrial uses comprise six percent of the City's land area, with the largest concentrations along the Trunk Highway 169 corridor. Neighborhood scale commercial nodes are well dispersed and are typically found near arterial road intersections.

The remaining acreage (nearly 35 percent), set aside for parks, schools and public open space, major road right-of-way and public water, can be thought of as "restricted" in terms of development potential. However, they are important in providing community services and amenities.

Future Land Use

The future land use plan identifies the location and intensity of future development within the City and establishes a framework in which future development will occur. In creating this plan, the City is looking to the future, trying to guide the change that will inevitably occur rather than allowing the community to be affected by change without a plan. The Land Use Plan Map can be amended through a publicly-advertised process either on its own initiative or in response to landowner application. The Land Use Plan map guides the use of property, while the City's Zoning Map and Zoning Ordinance outline specific use provisions and bulk regulations. Where inconsistency between land use and zoning exist, it is the Land Use that supersedes.

Per the Metropolitan Council's Thrive 2040 Regional Development Framework, Champlin is designated as a "Suburban" community (see Exhibit 2-1). "Suburban" communities experienced continued growth and expansion during the 1980s and early 1990s, and typically have automobile-oriented development patterns at significantly lower densities than in previous eras. Suburban communities are expected to plan for forecasted population and household growth at average densities of at least five units per acre for new development and redevelopment.

Since receipt of the Metropolitan Council System Statements (September 2015), the City experienced new residential growth of 381 housing units on 34.6 acres or 11.1 units/acre. Much of the new growth provided medium and high density residential housing choices. By 2040, the City is expected to grow to 9,400 households or 700 more housing units.

Overall, the future land use plan does not differ significantly in terms of land use changes. The following narratives describe key changes in the land use plan since 2008 and elements that comprise the future land use plan and development potentials.

Emery Village

Emery Village, a 144-unit condominium development located in the northwest corner of the Trunk Highway 169/117th Avenue intersection, contained a seven-acre parcel guided for high-density residential development. In 2015, the land use was amended in support of medium density residential townhomes consistent with adjacent land use.

Elm Creek Commons

Elm Creek Commons is a 39-acre commercial/retail planned unit development located west of Trunk Highway 169 between Elm Creek Parkway and 117th Avenue North. Land use for a five-acre site in the development was amended from Commercial to High Density Residential supporting a 185-unit affordable senior housing apartment development.

Northwest Area

In the northwest area of the city, 80 acres of vacant un-platted residential land is available for residential development. The area, served with public utilities and other infrastructure, is guided Low Density Residential; though the adopted Northwest Area Plan indicated that the City may support up to 60 medium density housing units or approximately 10 acres of medium density land use.

The Northwest Area Plan has guided quality development in the Northwest Area and, thus, has served its purpose. In keeping consistent with surrounding land use and development patterns of the last ten years, the Northwest Area Plan shall be removed from the Comprehensive Plan and thus eliminating 10 acres for future medium density land use in the northwest area.

Mississippi Crossings Redevelopment Area

In 2013, the City approved an addendum to the 2030 Comprehensive Plan for 70 acres in the area adjacent to the Mississippi River and Anoka-Champlin Bridge, known as Mississippi Crossings. The Mississippi Crossings Framework Plan replaced the 3.5-acre Gateway Plan and is highlighted by a mix of uses including 299 multi-family apartments, 107,750 square feet of retail/office and a restaurant/event center. The project also includes a centralized key open space (Village Green) and ancillary open spaces.

In 2017, five acres adjacent to the Mississippi River and just south of the Anoka-Champlin Bridge were amended from Mixed Use and Medium Density Residential to High Density Residential in support of an 85-unit senior cooperative development (Applewood Pointe in Mississippi Crossings). With the project, the City identified the need to review the remaining acreage in Mississippi Crossings south of Applewood Pointe and north of Mississippi Pointe Park. This 16-acre area is envisioned for a mix of uses including high density residential (50 percent), retail/office (20 percent), restaurant (10 percent) and park (20 percent). The precise location of these future uses is not yet determined. The future land use map shall identify 16 acres in Mississippi Crossings as Mixed Use.

Seven Acre Parcel – Northwest Corner of 117th Avenue/Highway 169 Intersection

This parcel is part of the Emery Village planned development. The site is currently guided entirely for Office Use. The northerly four acres is appropriate for High Density Residential Land Use, subject to an approved site development.

Future Residential Land Use Development Summary

The City projects it will reach full development in 2040 and will have approximately 9,400 housing units. This requires an additional 700 housing units over the next 20 years. It is expected that nearly one-third of the housing units that comprise the projected growth will occur on undeveloped low density residential sites mostly located in the Northwest Planning Area, while the remaining growth will occur via scattered in-fill sites located throughout the community, a three-acre high density site (second phase of Mill Pond Gables) and redevelopment areas, specifically Mississippi Crossings (see Table 2.4). The Future Land Use Map is attached as Exhibit 2-3. It includes three modifications from the existing land use plan: 1) the Northwest Planning Area will no longer be afforded ten acres of medium density land use and thus, the area will maintain a low density residential designation; and 2) 16 acres in the Mississippi Crossings area will be guided Mixed Use in support of the City's redevelopment efforts and 3) four acres of the property located in the Northwest corner of the 117th Avenue/Highway 169 intersection will be guided from Office to High Density Residential.

The city anticipates that the medium density residential, high density residential and mixed-use areas will all development in the 2020 through 2030 time frame. The anticipated timing of scattered infill development of single-family areas is not known, but will occur prior to 2040. The City expects to be fully developed in 2040.

Table 8.8 – Future Land Use

LAND USE CATEGORY	TOTAL ACRES	PERCENT OF TOTAL
Low Density Residential	3,070	56.6%
Medium Density Residential	210	3.7%
High Density Residential	61	1.0%
Commercial	164	3.0%
Office	11	0.3%
Industrial	92	1.7%
Mixed Use	16	0.3%
RESTRICTED LANDS		
Parks, Schools, Open Space	1,308	24.0%
Major Road Right-of-way	90	1.7%
Open Water	420	7.7%
TOTAL LAND AREA	5,442	100%

Table 8.9 – Future Residential Land Use Development Capacity

LAND USE TYPE	MINIMUM DEVELOPMENT INTENSITY	2021 - 2030 ACRES/ UNITS	2031 - 2040 ACRES/ UNITS	TOTAL ACRES/ UNITS
Low Density Residential (1)	2.0 units/acre	95 / 190	0 / 0	95 / 190
Medium Density Residential (2)	5 units/acre	8 / 20	0 / 0	8 / 40
High Density Residential (3)(4)	12 units/acre	8 / 96	0 / 0	8 / 96
Mixed Use (5)	40 units/acre	8 / 320	0 / 0	8 / 320
In-Fill of Existing Larger Lot Low Density Residential Sites		10 / 25	10 / 25	20 / 50
TOTAL				139 / 696
Average Density	**5.0 units/acre**			

(1) Includes 80 acres in the Northwest Planning Area and other scattered undeveloped parcels located in the southwest area (5 acres) and southeast area (10 acres)
(2) Includes four acres along Dayton Road near the Cartway Road intersection and four acres in Emery Village (NW corner of Highway 169 and 117th Avenue)
(3) Second phase of Mill Pond Gables on four acres (Hayden Lake Road/Champlin Drive)
(4) Northwest Corner of 117th Avenue/Highway 169 parcel

(5) Mississippi Crossings Area totaling 16 acres (50 percent residential)

Table 8.10 – Future Land Use Map Changes

SITE	Current Land use	Amended Land Use	Acreage	Residential Density
Northwest Planning Area	Medium Density Residential	Low Density Residential	10	2.0 units/acre
Mississippi Crossings	Low Density Residential, Medium Density Residential	Mixed Use	16	40 units/acre
NW Corner of 117th Avenue & Highway 169	Office	High Density Residential	4	12 units/acre
		Totals	30	

Wastewater Flow History

In order to project anticipated future wastewater flows for the City of Champlin, it is necessary to review and analyze the historical data from past years. Table 8-11 identifies the following data for the years 1971 through 2007 when available:

- Champlin's total population;
- Champlin's recorded number of Residential Equivalent Connections (REC's);
- Champlin's average daily wastewater flow, in gallons per day, as recorded by the Metropolitan Waste Control Commission or Metropolitan Council Environmental Services Wastewater Division;
- Champlin's average daily wastewater flow per Residential Equivalent Connection (REC), recorded in gallons per day.

The average daily wastewater flows generated by the City of Champlin as well as the average daily flow generated per Residential Equivalent Connection (REC) are found on Table 8-11. Of particular significance are several noticeable changes in the average daily flow rate per REC. The most notably is the dramatic upward trend from 1991 through 1995 followed by a downward trend from 1996 through 1998. During the period of 1971 through 1975, the daily flow per REC remained relatively constant in the 175 to 180 gallons per day range. Then in 1985, the daily rate per REC unit increased by about 10% into the 190 to 195 gallons per day range for the 1985 through 1990 time period. From 1991 to 1995 the daily flow per REC unit demonstrated a dramatic increase from 210 to 230 gallons per day with a peak rate of nearly 240 gallons per day per REC recorded in 1993. However, in 1996 and 1997, the rate per REC unit dropped to about 215 gallons per day followed by another 10% reduction in 1998 to about 195 gallons per day per REC.

Two cast in place pipe lining projects were completed, one in 2009 and a second in 2015. There is a noticeable decrease in average daily flows after each of these projects were competed.

Table 8-11: Champlin Sanitary Sewer Flow History

YEAR	TOTAL POPULATION	NUMBER OF REC'S	MCES AVERAGE DAILY FLOW (GAL/DAY)	AVERAGE DAILY FLOW PER REC (GAL/DAY)
1971	-	970	175,858	181.3
1972	-	994	175,290	176.3
1973	-	1,022	178,658	174.8
1974	-	1,041	184,083	176.8
1975	-	1,091	194,981	178.7
1976	-	-	192,902	-
1977	-	-	206,043	-
1978	-	-	202,014	-
1979	8580	-	196,661	-
1980	8879	-	219,334	-

1981	9655	-	275,248	-
1982	10,517	-	302,152	-
1983	11,739	-	349,261	-
1984	12,069	-	454,665	-
1985	12,759	-	538,526	-
1986	13,621	3843	750,938	195.4
1987	14,310	4572	0.87	190.2
1988	15,259	5140	0.94	182.8
1989	16,207	5528	1.06	192.3
1990	16,831	5920	1.15	193.6
1991	17,304	6090	1.28	210.2
1992	17,777	6313	1.35	213.8
1993	18,250	6485	1.57	242.1
1994	18,723	6690	1.52	227.2
1995	19,196	7117	1.63	229.0
1996	19,668	7346	1.58	215.1
1997	20,141	7464	1.59	213.0
1998	20,614	7786	1.52	195.2
1999	21,000	8010	1.55	193.5
2000	21,500	8292	1.59	191.8
2001	22,193	8496	1.76	207.2
2002	22,600	8752	1.83	209.1
2003	23,000	9034	1.64	181.5
2004	23,400	9220	1.67	181.1
2005	23,800	9281	1.78	191.8
2006	23,900	9392	1.76	187.4
2007	24,200	9460	1.80	190.3
2008	24,400	9496	1.77	186.1
2009	24,300	9552	1.80	188.2
2010	24,200	9635	1.67	173.8
2011	24,100	9663	1.65	171.5
2012	24,400	9659	1.78	184.3
2013	23,900	9573	1.73	181.0
2014	23,800	9589	1.66	173.2
2015	23,700	9635	1.63	170.2
2016	23,600	9847	1.51	154.0
2017	23,500	9910	1.47	149.0
2018	23,400	-	1.58	-

Since, Champlin's sanitary sewer system is relatively new due to the City's high construction standards and aggressive annual maintenance program, stormwater inflow and groundwater infiltration are not suspected to be major contributors to the sanitary flow. Although the per capita consumption of water for domestic purposes and the resulting sanitary flows have increased, City utility staff felt the major contributor to the dramatic increase in sanitary flow per REC in the early 1990's was probably due to cross connections of stormwater sump pumps and foundation drains outletting to the sanitary sewer collection system. The City implemented an aggressive program in 1994 to address and rectify this abuse and misuse of the sanitary sewer collection system. The significantly lower flow rates per REC from 1996 through 2007 indicates the success of those programs and strategies. The average daily flow per REC has averaged 186.4 over the past 5 years.

City Wastewater Flow Projections

Utilizing an estimated population base of 24,400 persons in Champlin in 2020, as well as 9,940 Residential Equivalent Connections (REC) being served by its sanitary sewer collection system, Table 8-12 projects the anticipated Average Daily Sanitary Sewer Flow from the City of Champlin for each year from 2020 through Year 2040 when Champlin is expected to be fully developed with a population of 25,400. Based on Champlin's Land Use Plan and its current population projections, the number of Residential Equivalent Connections (REC) for each land use as well as the inter-community connections are estimated for each year.

The following information and assumptions are incorporated into the preparation of Table 8-12:

1) The existing eighty-seven (87) REC's in the Charest-Woodlawn Addition, which currently outlet into the Maple Grove collection system, will continue to flow into that system;

2) The inter-community connections with Brooklyn Park in the 109th Avenue and Noble Avenue area and the Northwood's Park building remain.

3) The fifteen (15) remaining inter-community connections from the Natures Crossing in Dayton are made during years 2018 to 2025.

4) Approximately 20 acres of commercial, industrial, and office zoned land is expected to develop by 2020.

5) Nine (9) Residential Equivalent Connections (REC's) per acre are used for projecting flows from the commercial/industrial/office zoned lands based on a projected water usage of 2,000 gallons per day per acre.

6) The Total Projected Average Daily Flows, measured in gallons, assume a flow rate of 160 gallons per day per REC.

7) All remaining ISTS systems within the City except one will be connected to the public sanitary sewer system by the year 2040.

The estimated total contributing REC's, the City's Total Projected Average Daily Flow, and anticipated population for years 2015 through 2040 are shown on Table 8-12.

TABLE 8-12: CHAMPLIN SANITARY SEWER FLOW PROJECTIONS

	Annual Residential REC Growth					Champlin Commercial/Industrial Annual Growth				
YEAR	Total Population (Sewered and Unsewered)	Champlin Population Increase	Champlin REC Increase	Inter-Communities ISTS REC Increase	Total Residential REC Increase	Acres	REC's	Annual REC Increase	Total Contributing REC's	Total Projected Average Daily Flow MGD
2020	24,400	120	70	2	72	2	10	82	9,940	1.59
2021	24,520	120	70	2	72	2	10	82	10,022	1.60
2022	24,640	120	70	2	72	2	10	82	10,104	1.62
2023	24,760	120	70	2	72	2	10	82	10,186	1.63
2024	24,880	120	70	2	72	2	10	82	10,268	1.64
2025	25,000	120	70	2	72	2	10	82	10,350	1.66
2026	25,120	120	70	2	72	2	10	82	10,432	1.67
2027	25,240	120	70	2	72	2	10	82	10,514	1.68
2028	25,360	120	70	2	72	2	10	82	10,596	1.70
2029	25,480	120	70	1	71	2	10	81	10,677	1.71
2030	25,600	-	-	-	-	2	10	10	10,687	1.71
2031	25,580	-	-	-	-	2	10	10	10,697	1.71
2032	25,560	-	-	-	-	2	10	10	10,707	1.71
2033	25,540	-	-	-	-	2	10	10	10,717	1.71
2034	25,520	-	-	-	-	2	10	10	10,727	1.72
2035	25,500	-	-	-	-	-	-	-	10,727	1.72
2036	25,480	-	-	-	-	-	-	-	10,727	1.72
2037	25,460	-	-	-	-	-	-	-	10,727	1.72
2038	25,440	-	-	-	-	-	-	-	10,727	1.72
2039	25,420	-	-	-	-	-	-	-	10,727	1.72
2040	25,400	-	-	-	-	-	-	-	10,727	1.72

Metropolitan Council Sewer Flow Projections

The forecasts of population, households, employment, and wastewater flows for Champlin have been estimated by the Metropolitan Council staff and identified in their *Water Resources Management Policy Plan.* These forecasts are for sewered development. The sewered housing forecasts were estimated based on SAC data, annual city reports, current trends and other information relating to Champlin. The wastewater flows are based on historical wastewater flow data and the projected sewered housing and employment data.

The flow projections represent the Council's commitment to a level of service, assuming that the Council's underlying demographic forecasts are maintained. Adjustments may be required based on verified growth or lack of growth.

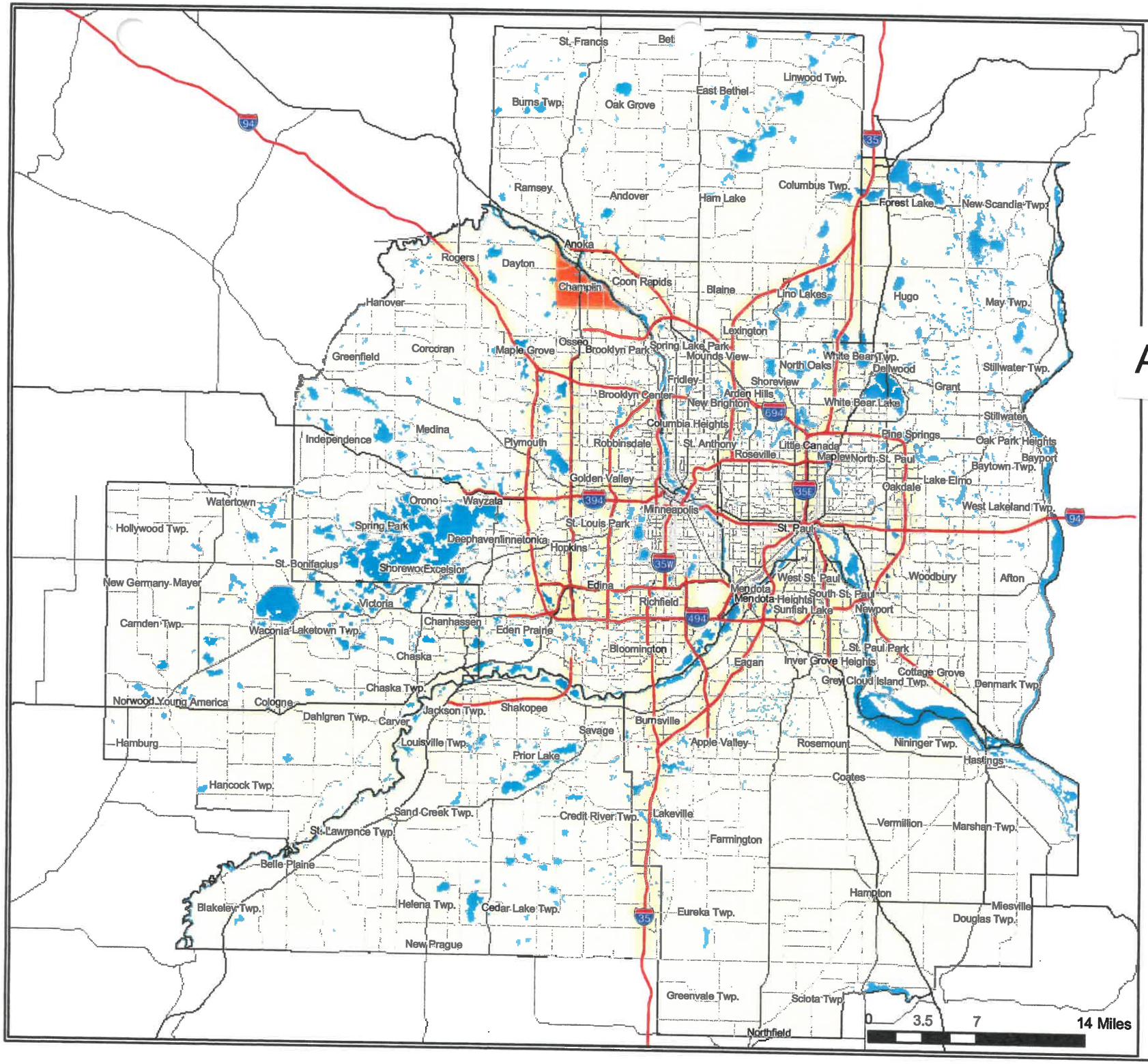
Table 8-13: MCES Projected Sewage Flows for the City Of Champlin

YEAR	FLOW (MILLION GALLONS/YEAR) MG	CITY AVERAGE DAILY FLOW	MCES AVERAGE DAILY FLOW
1990	418.3	1.15	1.15
1995	593.6	1.63	1.63
2000	579.3	1.59	1.59
2005	649.8	1.78	1.73
2010	658.4	1.85	1.69
2020	580.4	1.59	1.66
2030	624.2	1.71	1.68
2040	627.8	1.72	1.62

A comparison of the projected sanitary sewer flows for the City of Champlin by the Metropolitan Council staff and by the City staff, as shown in Table 8-13 above, shows very similar projections for years 2010. Minor divergence occurs in years 2020 and 2030. Although the same population projections are utilized, the additional flow per REC accounts for part of the divergence.

8.5 CAPITAL IMPROVEMENTS PROGRAM

A Capital Improvement Program based on estimated sanitary sewer system improvements is presented in Appendix 8-9 of this chapter. The Capital Improvement Program includes upgrades and maintenance improvements to the City's pumping stations, pipe rehabilitation, and data information improvements for the City's sanitary sewer system.



City of Champlin

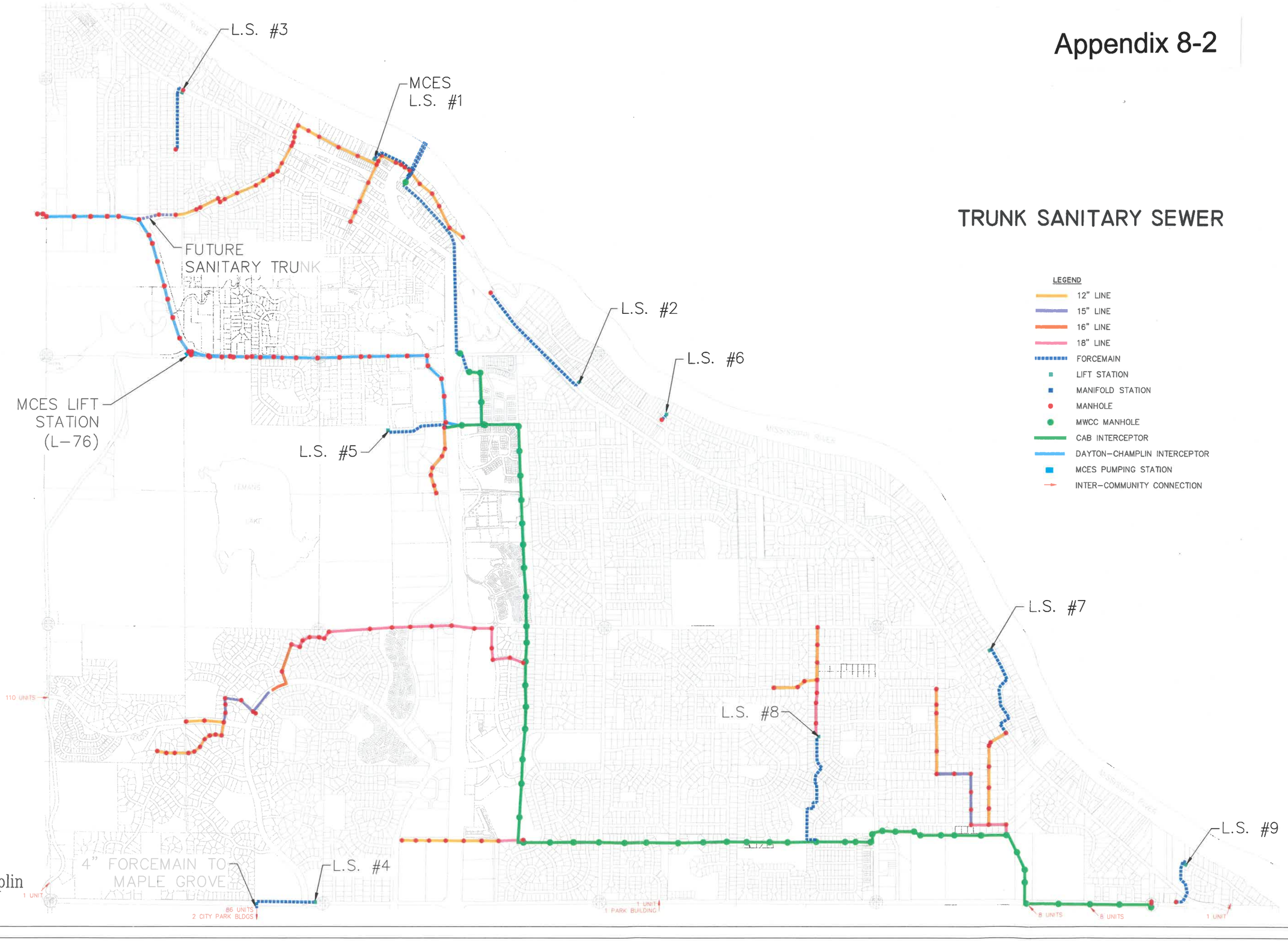
2030 Comprehensive Plan City of Champlin

Appendix 8-1

WSB & Associates, Inc.

Appendix 8-2

TRUNK SANITARY SEWER



LEGEND

- 12" LINE
- 15" LINE
- 16" LINE
- 18" LINE
- FORCEMAIN
- LIFT STATION
- MANIFOLD STATION
- MANHOLE
- MWCC MANHOLE
- CAB INTERCEPTOR
- DAYTON-CHAMPLIN INTERCEPTOR
- MCES PUMPING STATION
- INTER-COMMUNITY CONNECTION

City of Champlin

wsb

City Of Champlin
Sanitary Sewer Pipe Flows and Estimated Flow

Sanitary Sewer District	Location Utility	Point From	Point To	Pipe Size (in) (in)	Pipe Grade %	Pipe Capacity MGD	Existing Average Flow MGD	Ultimate Average Flow MGD	Peak Hourly Flow Factor	Ultimate Peak Hourly Flow MGD	Ultimate Percent Capacity %
MCES-1	LS#3	District	MH1-083	8"	0.4	0.54	0.0765	0.0765	4.0	0.3060	57%
MCES-1	West Trunk	District	LS#1	12"	0.26	1.27	0.1114	0.1141	4.0	0.4564	36%
MCES-1	LS#3 + District	LS#1	CAB31	12"	0.26	1.27		0.1879	3.9	0.7328	58%
MCES-1	Central Trunk	District	LS#1	12"	1.4	3.65	0.0372	0.0372	4.0	0.1488	4%
MCES-1	LS#6	District	MH2-204	8"	0.4	0.54	0.0292	0.0292	4.0	0.1168	22%
MCES-1	LS#2	District	MH1-222	8"	0.4	0.54	0.1324	0.1324	3.9	0.5164	96%
MCES-1	LS#6 + LS#2	LS#2	East Trunk	12"	0.22	1.44		0.1616	3.9	0.6302	44%
MCES-1	East Trunk	District	LS#1	12"	0.22	1.44	0.0832	0.0832	4.0	0.3328	23%
MCES-1	East Trunk + LS#2	East Trunk	LS#1	12"	0.22	1.44		0.2448	3.7	0.9058	63%
MCES-1	LS#1	LS#1	CAB31					0.4699	3.5	1.6447	
DC73	Future lateral	District	DC MH 73	8"	0.4	0.54		0.0513	4.0	0.2052	38%
DC51	Future lateral	District	DC MH 51	8"	0.4	0.54		0.0102	4.0	0.0409	8%
DC51	LS#3 - MCES-1	Future Trunk	DC MH 51	8"	0.4	0.54	0.0103	0.0868	4.0	0.3472	64%
CAB71	Elm Creek Crossing bridge	District	DC MH 71	8"	1.92	1.44	0.0227	0.0227	4.0	0.0908	6%
CAB70	MCES pumping station	District	DC MH 70	12"	0.22	1.44	0.0288	0.0288	4.0	0.1152	8%
CAB16-42	LS#5	District	LS#5	21"	0.15	4.31	0.0968	0.0968	4.0	0.3872	9%
CAB16-42	Lateral sewer	District	CAB16-42	12"	0.23	1.47	0.0652	0.0652	4.0	0.2608	18%
CAB16-42	CAB16-42	CAB16-42	CAB21					0.1620	3.9	0.6318	
CAB20	Village on Oak Creek - Zealand	District	CAB20	8"	0.4	0.54	0.0056	0.0056	4.0	0.0224	4%
CAB17	Commercial - Willey McCoys	District	CAB17	8"	0.4	0.54	0.0022	0.0022	4.0	0.0088	2%
CAB21	Zealand Ave - Oak Creek	District	CAB21	8"	0.4	0.54	0.0173	0.0173	4.0	0.0692	13%
CAB22	Coler Farms	District	CAB22	8"	0.4	0.54	0.0299	0.0299	4.0	0.1196	22%
CAB15A	Target Area	District	CAB15A	8"	0.5	0.74	0.0137	0.0137	4.0	0.0548	7%
CAB15	Texas Ave connection	District	CAB15	8"	0.4	0.54	0.0400	0.0400	4.0	0.1600	30%
CAB15B	Emery Farms	District	CAB15B	8"	0.4	0.54	0.0493	0.0493	4.0	0.1972	37%
CAB14	Trunk Sewer SW Area	District	CAB14	18"	0.08	2.08	0.3358	0.3358	3.6	1.2089	58%
CAB13	Xylon Avenue Area	District	CAB13	8"	0.4	0.54	0.0216	0.0216	4.0	0.0864	16%
CAB12	South Pond Trail	District	CAB12	8"	0.4	0.54	0.0264	0.0264	4.0	0.1056	20%
CAB11	Xyon Pond - West connection	Industrial side	CAB11	21"	0.13	4.92	0.0703	0.0803	4.0	0.3212	7%
CAB11	Xylon Pond - South Connection SFR	Residential	CAB11	8"	0.4	0.54	0.0229	0.0932	4.0	0.3728	69%
CAB10	110th Place - Westwood N	District	CAB10	8"	0.4	0.54	0.0239	0.0239	4.0	0.0956	18%
CAB9	110th Place - Bartusch Add	District	CAB9	8"	0.4	0.54	0.0070	0.0070	4.0	0.0280	5%
CAB8	110th Place & Quebec Ave	District	CAB8	8"	0.4	0.54	0.0337	0.0337	4.0	0.1348	25%
CAB7	Oregon Ave - Helmer Add	District	CAB7	8"	0.4	0.54	0.0126	0.0126	4.0	0.0504	9%
CAB6	110th Circle	District	CAB6	8"	0.4	0.54	0.0018	0.0018	4.0	0.0072	1%
CAB5	Maryland Ave- Helmer Addition	District	CAB5	8"	0.4	0.54	0.0077	0.0077	4.0	0.0308	6%
CAB4	Louisiana Court West	District	CAB4	8"	0.4	0.54	0.0221	0.0221	4.0	0.0886	16%
CAB3	Bartusch Park	District	CAB3	8"	0.4	0.54	0.0202	0.0202	4.0	0.0808	15%
CAB2	LS#8	District	CAB2	18"	0.11	2.44	0.2142	0.2187	3.8	0.8311	34%
CAB2	Brittany Drive	District	CAB2	8"	1.27	1.17	0.0110	0.0110	4.0	0.0440	4%
CAB2	Brittany Drive	CAB2	CAB59				0.2252	0.2297	3.8	0.8729	
CAB1	LS#7	District	C1-031	12"	0.24	1.51	0.0516	0.0591	4.0	0.2364	16%
CAB1	Vera Cruz Avenue	District	CAB1	18"	0.3	4.96	0.1248	0.1248	3.9	0.4867	10%
CAB1	Vera Cruz Avenue	CAB-01	CAB63				0.1764	0.1839	3.9	0.7172	
CAB69	Anoka Hennepin School	District	CAB69	8"	0.4	0.54	0.0401	0.0401	4.0	0.1604	30%
CAB18	Brooklyn Park residential lots	District	CAB18	8"	0.4	0.54	0.0014	0.0014	4.0	0.0056	1%
CAB19	LS#9	District	C19-006	8"	0.4	0.54	0.0110	0.0133	4.0	0.0532	10%
CAB19	109th & Regent Avenue	District	CAB19	8"	0.4	0.54	0.0155	0.0155	4.0	0.0620	11%
CAB19	109th & Regent Avenue	CAB-19	CAB-18				0.0265	0.0288	4.0	0.1152	
To Maple Grove Sanitary Sewer System		LS#4	Maple Grove	8"	0.4	0.54	0.0158	0.0158	4.0	0.0632	12%
	TOTAL ESTIMATED ULTIMATE FLOW							**2.28**	**2.8**	**6.38**	

A G R E E M E N T

AGREEMENT, made this 27th day of September 1977, by and between THE CITY OF MAPLE GROVE, hereinafter referred to as "Maple Grove"; and THE CITY OF CHAMPLIN, hereinafter referred to as "Champlin", both of said parties being municipal corporations lying within the County of Hennepin, State of Minnesota.

WHEREAS, Maple Grove has constructed a public sanitary sewer facility in the Northern sector of the community and is in the process of expanding said system to an area in Maple Grove in the vicinity of 109th Avenue North and Nathan Lane; and

WHEREAS, Maple Grove and Champlin have contiguous boundaries in said area; and

WHEREAS, in the Southern sector of Champlin there are 74 properties, (73 of which have an in-place residential dwelling thereon and 1 of which is a Champlin City Park property) which properties do not have the availability of a sanitary sewer facility, due to their isolation from other developed areas in Champlin; and

WHEREAS, the private sewage facilities for said 74 properties are for the most part presently failing, thus affecting the health and welfare of the inhabitants of the community; and

WHEREAS, until such time as the future CAB interceptor is available in the area, there is no feasible means to supply the necessary public sanitary sewer facilities to the said 74 properties other than through the Maple Grove system; and

WHEREAS, although Maple Grove has limited capacity in the metropolitan sewer system, it has determined that based upon its anticipated growth projection the need for its full capacity in the affected sewer system will not be fully realized prior to the year 1992; and

WHEREAS, Maple Grove and Champlin in an effort to resolve the environmental and health problem of the 73 in-place houses in Champlin which are in need of sanitary sewer has determined that if Maple Grove

agrees to furnish Champlin temporary limited capacity in its sewer system for the said 73 in-place houses as well as the Champlin City Park, that said action will conform to the metropolitan sewer system framework and yet will not jeopardize the Maple Grove system or its future capacity; an

WHEREAS, Maple Grove and Champlin have come to an agreement subject to approval by the Metropolitan Waste Control Commission to facilitate the construction of a temporary public sanitary sewer facility to serve the 74 parcels, which parcels are identified on Exhibit "A" attached hereto and incorporated herein by reference, which temporary facility will allow the said 74 parcels in Champlin to discharge sewage through and into the Maple Grove sewage system,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this Agreement to establish the terms under with Champlin may utilize Maple Grove's Sanitary sewer facilities for the benefit of 74 parcels of property, all of which parcels are identified on Exhibit "A" attached hereto and incorporated herein by reference.

2. Time Framework. This Agreement and all of its terms as set forth hereinafter are binding upon the parties until cancelled pursuant to the following procedure:

> Champlin may, upon ninety (90) days' notice served in writing upon the Clerk of Maple Grove, cancel this Agreement at any time. Maple Grove may at any time after the 1st day of January 1990 serve notice upon Champlin by service of said notice upon the Clerk of Champlin of its intention to cancel the terms of this contract; however, such notice shall not have the effect of termination of this Agreement until two (2) years from the date of service of said notice upon Champlin, unless otherwise agreed upon in writing by the parties.

3. Limitation of this Agreement. This Agreement is intended to furnish temporary public sanitary sewer facilities to only the 74 specific parcels set forth on Exhibit "A" attached hereto and incorporated herein by reference and shall under no circumstances, without appropriate executed amendment to this Agreement, furnish sewer discharge capacity to any other properties in Champlin.

4. Construction of Facility. Champlin shall construct and maintain all the sanitary sewer facilities from the connection point near 109th Avenue North and Nathan Lane. The said facility shall include a pumping lift station with an hourly meter therein to measure the flow of sewage through the Champlin system into the Maple Grove system. The construction, plans and specifications shall be approved by Maple Grove prior to commencement of construction. Champlin shall have the obligation to satisfactorily construct and maintain the facility to the standards required by Maple Grove. Maple Grove shall have the right at any reasonable time during the term of this Agreement to make all reasonable examinations and inspections of the subject facility and upon Champlin's receipt of a notice of a defect or deficiency in construction and/or maintenance of the said facility, Champlin shall within a reasonable time, cure the said defect or deficiency. It is intended herein that Maple Grove shall not make any capital outlay or have any maintenance expense for that portion of the facility which lies North of the connection point in Nathan Lane just South of 109th Avenue North.

5. Connection Charge. On or before December 31, 1977, Champlin shall pay to Maple Grove a connection charge in the sum of Thirty-One Thousand Sixty ($31,060.00) Dollars for the 74 units which are being furnished sanitary sewer service through the Maple Grove system.

6. User Charges. In addition to the connection charges referred to above, Maple Grove will bill Champlin on a quarterly basis a use charge for each of the parcels which are deemed to be using said facility. Champlin shall pay to Maple Grove the entire amount of said billing not less than thirty (30) days after the date of said billing. Permits for connection

to the said sanitary sewer facility for any of the referred 74 parcels, are to be issued by Champlin. Champlin shall not permit any of the said parcels to make connection until such time as a permit has been issued. At the time of the issuance of the permit, the property shall be deemed for billing purposes to be connected and using the system. A separate permit shall issue for each separate property being connected. The quarterly use charge made to Champlin by Maple Grove shall be determined by multiplying the number of single-family connections in Champlin which are using the said system times Maple Grove's current sewer useage charge for single-family residences. It is further agreed that only single-famil residences shall occupy any of the 73 subject parcels and that the 74th parcel shall be limited to the size set forth in Exhibit "A" and shall be occupied by no more than one building using sewage facilities, which building shall have no more than 48 fixture units (definition of fixture units to be determined from the Minnesota State Plumbing Code). The meter ing device to be installed by Champlin in the lift station shall monitor the sewage flow from Champlin into the Maple Grove system. Should Champlin sewage flow per capita for the parcels described on Exhibit " attached hereto and incorporated herein by reference exceed Maple Grove's average per capita flow, Champlin shall, upon notice by Maple Grove, install an adequate tank system to skim off excess amounts during periods of peak flow so as to discharge the said excess amount in a period of slack flow. Any increase in per capita flow from Champlin over the Maple Grove average per capita sewage flow shall require Champlin to pay an additional use charge which adjusted use charge shall be increased proportionately to the amount of the excess flow.

7. Notification of Issuance of Permit. Champlin shall notify Maple Grove in writing within ten (10) days after the permit is issued for one of the subject properties to hook up to said facility, that Maple Grove may commence to bill Champlin for the use charges for said property in its next quarterly billing.

8. Service Availability Charges. Service availability charges by the Metropolitan Waste Control Commission shall be collected by Champl at the time a permit is issued and Champlin shall be responsible for the payment of said charges directly to the Metropolitan Waste Commission.

9. Indemnification. Champlin shall hold harmless, indemnify and defend Maple Grove from all claims, costs and expenses of every kind and nature whether occurring in Champlin or Maple Grove or any other place which claims, costs and/or expenses are incurred by Maple Grove and which arise directly or indirectly out of the terms of this Agreement and which shall include but not be limited to matters relating to construction, use and/or maintenance of the Champlin-Maple Grove sewage facility referred to herein.

10. Agreement Contingency. This Agreement is contingent upon the parties obtaining the necessary approval of the Metropolitan Council and/or the Metropolitan Waste Control Commission.

Executed by and between the parties hereto the day and year first above written.

THE CITY OF MAPLE GROVE

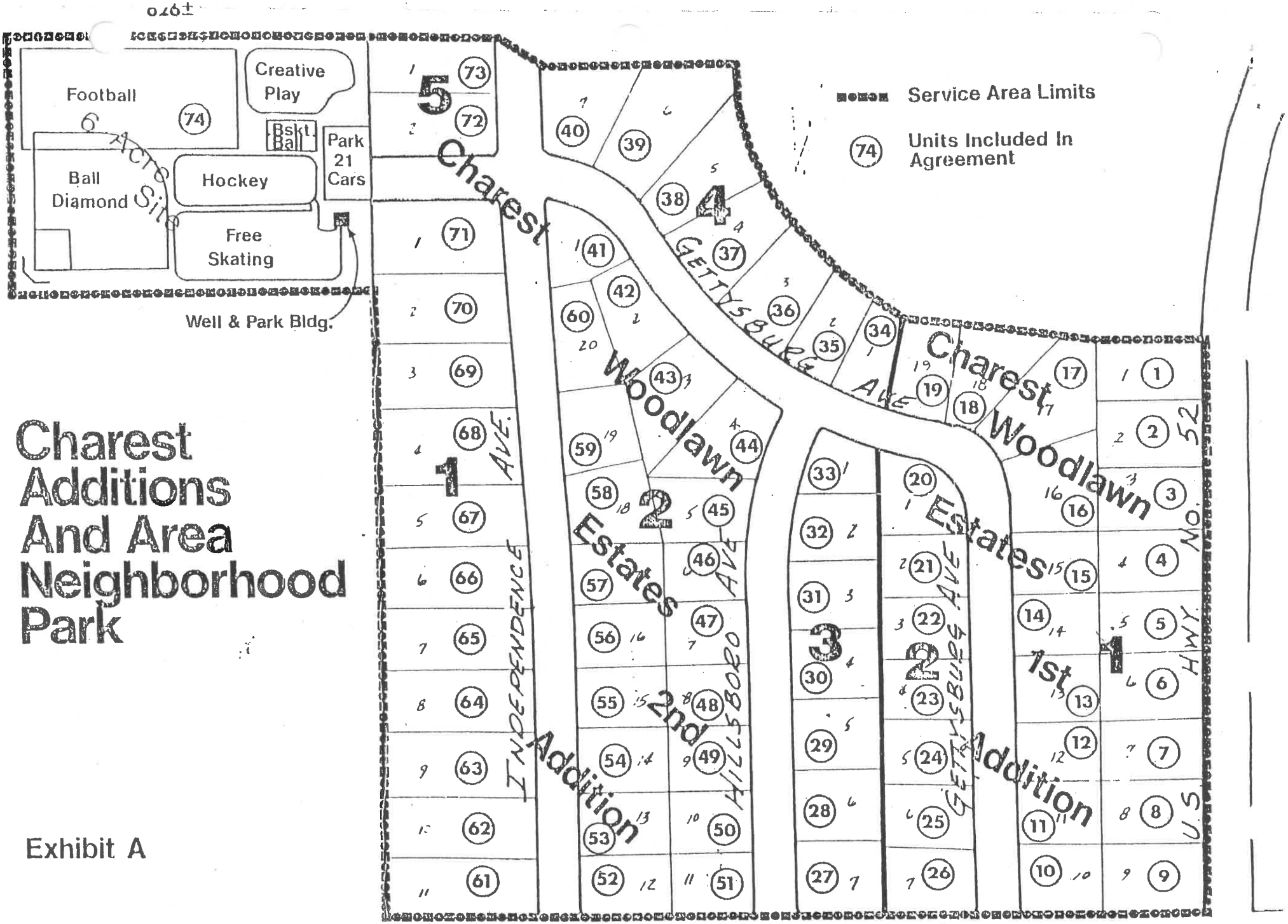
By _____
Richard H. Reimer, Mayor

And _____
Gerri Fleming, City Clerk

THE CITY OF CHAMPLIN

By _____
Its mayor

and _____
Its City Clerk-Treas


Service Area Limits
74 Units Included In Agreement
Football
Creative Play
Bskt Ball
Park 21 Cars
Hockey
Ball Diamond
Free Skating
Well & Park Bldg.
6 Acre Site
417±
±970
Charest Additions And Area Neighborhood Park
Exhibit A
CHV6:02 29A
Charest
Woodlawn
Getty Sburg Ave
Independence Ave
Hillsboro Ave
Addition
Estates
1st
2nd
Woodlawn No. 52
Hwy. 1
U.S.
19th Ave No

City of Maple Grove
9401 Fernbrook Lane, P.O. Box 1180, Maple Grove, MN 55311-6180 612-494-6000

July 9, 1997

Mr. Todd Tuominen
City of Champlin
11955 Champlin Drive
Champlin, MN 55316-2399

Dear Todd:

Enclosed herewith is one fully-executed copy of the Joint Powers Agreement between Champlin and Maple Grove regarding sanitary and storm sewer facilities. Also enclosed is a receipt for your check number 59990 in the amount of $57,210.20 relating to the utility connection and legal fees.

Please feel free to contact me if I can be of any further assistance.

Sincerely,

Gerald E. Butcher, P.E.
Director of Public Works

GEB:sr

Encl.

cc: Champlin File

City of Maple Grove

9401 FERNBROOK LANE / MAPLE GROVE, MINNESOTA 55369

PHONE: 494-6000

Joint powers agreement	
Sanitary storm sewer	57210.20
facilities	

TOTAL CHARGES $ 57210.20

NAME City of Champlin

ADDRESS

RECEIPT No. 118447

DATE 7-7-97

K Dose

AGREEMENT

THIS AGREEMENT, made this 7th day of July, 1997, by and between THE CITY OF MAPLE GROVE, hereinafter referred to as "Maple Grove"; and THE CITY OF CHAMPLIN, hereinafter referred to as "Champlin", both of said parties being municipal corporations lying within the County of Hennepin, State of Minnesota.

WHEREAS, the parties previously entered into an Agreement dated September 27, 1977, whereby Maple Grove allowed seventy-four (74) properties in the southern section of Champlin to temporarily utilize Maple Grove's sanitary sewer facilities; and

WHEREAS, the parties wish to amend their Agreement so as to include up to twelve (12) additional properties and so as to make adjustment to other terms of the said Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement shall supersede and entirely replace the parties' previous Agreement dated September 27, 1977. It is the purpose of this Agreement to establish the terms under which Champlin may permanently utilize Maple Grove's sanitary sewer facilities for the benefit of up to eighty-six (86) parcels of property as identified on Exhibit "A" (sanitary sewer tributary area), and may utilize Maple Grove's storm drainage system for approximately sixty (60) acres of property identified on Exhibit "B" (storm sewer tributary area) attached hereto, both of which exhibits are incorporated herein by reference.

2. Champlin shall construct and maintain at its expense all the sanitary sewer and storm drainage facilities contemplated herein to feed into Maple Grove's facilities. This obligation with regard to sanitary sewer shall extend from the connection point near 109th Avenue North and Nathan Lane. The said facilities shall include a pumping lift station with an hourly meter therein to measure the flow of sewage through the Champlin system into the Maple Grove system. The construction,

plans and specifications of all facilities shall be approved by Maple Grove prior to commencement of construction. Champlin shall have the obligation to satisfactorily construct and maintain all facilities to the standards required by Maple Grove. Maple Grove shall have the right at any reasonable time during the term of this Agreement to make all reasonable examinations and inspections of the subject facilities and upon Champlin's receipt of a notice of a defect or deficiency in construction and/or maintenance of any such facility, Champlin shall, within a reasonable time, cure the said defect or deficiency. It is intended herein that Maple Grove shall not make any capital outlay or have any maintenance expense for Champlin's improvements including, but not limited to, those portions of the sanitary sewer facilities which lie North of the connection point in Nathan Lane just south of 109th Avenue North.

3. Prior to adding the described additional twelve (12) units and drainage to Maple Grove, Champlin shall pay to Maple Grove the amount of $26,000.00 for connection charges, continued permanent usage of presently connected sewer facilities, and for storm water drainage service through the Maple Grove system. If said amount is paid after January 1, 1995, said sum shall be adjusted upward to include interest at the rate of seven percent (7%) per annum. Said payment shall be made at the time this Agreement is executed.

4. Champlin agrees to pay Maple Grove's sanitary sewer utility as charged to Maple Grove residents less a credit for Champlin maintenance and operation. Maple Grove will bill Champlin on a quarterly basis a use charge for each of the parcels which are deemed to be using said facilities. Champlin shall pay to Maple Grove the entire amount of said billing not less than thirty (30) days after the date of said billing. Permits for connection to the said sanitary sewer facilities for any of the referred eighty-six (86) parcels are to be issued by Champlin. Champlin shall not permit any of the said parcels to make connection until such time as a permit has been issued. At

the time of the issuance of the permit, the property shall be deemed for billing purposes to be connected and using the system. A separate permit shall be issued for each separate property being connected. The quarterly sanitary sewer use charge made to Champlin by Maple Grove shall be determined by multiplying the number of single-family connections in Champlin which are using the said system times the difference between Maple Grove's current sewer usage charge for single-family residences less a $4.00 credit per quarter per parcel for Champlin's operating and maintaining facilities north of 109th Avenue. It is further agreed that only single-family residences shall occupy any of the eighty-five (85) subject parcels and that the eighty-sixth (86th) parcel (a park area) shall be limited to the size set forth in Exhibit "A" and shall be occupied by no more than one building using sewage facilities, which building shall have no more than forty-eight (48) fixture units (definition of fixture units to be determined from the Minnesota State Plumbing Code). The metering device to be installed by Champlin in the lift station shall monitor the sewage flow from Champlin into the Maple Grove system. Should Champlin sewage flow per capita for the parcels described on Exhibit "A" exceed Maple Grove's average per capita flow, Champlin shall, upon notice by Maple Grove, install an adequate tank system to skim off excess amounts during periods of peak flow so as to discharge the said excess amount in a period of slack flow. Any increase in per capita flow from Champlin over the Maple Grove average per capita sewage flow shall require Champlin to pay an additional use charge, which adjusted use charge shall be increased proportionately to the amount of the excess flow. The quarterly drainage use charge made to Champlin by Maple Grove shall be determined by multiplying the number of acres or units times Maple Grove's current storm drainage utility fee, if any, less a 50% credit to reflect Champlin's operation and maintenance of facilities north of 109th Avenue.

5. Champlin shall notify Maple Grove in writing within thirty (30) days after the permit is issued for one of the subject properties to hook up to the sanitary sewer facilities, that Maple Grove may commence to bill Champlin for the use charges for said property in its next quarterly billing.

6. Service availability charges made by the Metropolitan Council Environmental Service (MCES) shall be collected by Champlin at the time a permit is issued, and Champlin shall be responsible for the payment of said charges directly to the Metropolitan Council Environmental Service.

7. Champlin shall reimburse Maple Grove in the amount of $23,960.00 for the cost of the existing 109th Avenue Trail between Jefferson Highway and the easterly boundary of Maple Grove. Said amount shall be adjusted upward to include interest at the rate of seven percent (7%) per annum from February 1, 1996, to the date of payment. Said reimbursement shall be made at the time this Agreement is executed.

8. Champlin shall install at its expense prior to additional development, additional storm water retention basins providing a minimum of 7.7 acre feet of additional water storage north of 109th Avenue so as to hold waters of a 100-year storm from the 60 or so acres identified on Exhibit "B" and so as to maintain the existing rate of discharge before water enters Maple Grove pond WM-P1. The ponds in Champlin and Maple Grove shall function as one by means of an equalizer pipe, and Champlin shall be responsible for the cost of said pipe, and its installation and maintenance.

9. Maple Grove agrees to accept on a permanent basis the sanitary sewer flow from Champlin for approximately eighty-six (86) lots as identified on Exhibit "A", and will continue to accept storm drainage from Champlin draining into the 109th/Boundary Creek pond from the existing contributory areas in Champlin as identified on Exhibit "B".

10. Each party shall be responsible for any future costs that may be required by other agencies having jurisdiction over these areas such as, but not limited to, the West Mississippi Water Management Organization and the Elm Creek Watershed Management Organization.

11. Champlin shall pay the costs of preparing this Agreement not to exceed $172.50 within ten (10) days of billing by Maple Grove.

12. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Champlin by delivering it personally to Champlin; or if it is directed to Maple Grove by delivering it personally to Maple Grove; or if mailed in a sealed wrapper by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile, copy followed by mailed notice as above required; or if deposited, cost paid with a national recognized, reputable overnight courier, properly addressed as follows:

IF TO CHAMPLIN:

_____
_____
_____

AND COPY TO:

_____
_____
_____

IF TO MAPLE GROVE:

Director of Public Works
CITY OF MAPLE GROVE
P.O. Box 1180
9401 Fernbrook Lane
Maple Grove, Minnesota 55311

AND COPY TO:

HOFF, BARRY & KUDERER, P.A.
Maple Grove City Attorney
7901 Flying Cloud Drive #260
Eden Prairie, Minnesota 55344-7914

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by given written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.

13. Champlin shall hold harmless, indemnify and defend Maple Grove from all claims, costs and expenses of every kind and nature whether occurring in Champlin or Maple Grove or any other place which claims, costs and/or expenses are incurred by Maple Grove and which arise directly or indirectly out of the terms of this Agreement and which shall include, but not be limited to, matters relating to construction, use and/or maintenance of the Champlin-Maple Grove sewage or drainage facilities referred to herein.

14. This Agreement is contingent upon the parties obtaining the necessary approval of the Metropolitan Council and/or the MCES and any other governmental body having jurisdiction in the matter.

15. If any provision of this Agreement or any application hereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provisions shall not be affected thereby and shall not be rendered invalid or unenforceable.

16. This Agreement will be binding upon the agents, successors, and assigns of the parties.

WHEREFORE, the parties have hereunto set their hands as their free, voluntary, and knowing act this _____ day of _____, 1997.

CITY OF MAPLE GROVE

Dated: 7/7/97

By: Robert A. Burlingame
Robert A. Burlingame, Mayor

Dated: 7/7/97

And: Alan A. Madsen
Alan A. Madsen, City Clerk

CITY OF CHAMPLIN

Dated: 6/20/97

By: Steve E. Boynton
Its Mayor

Dated: 6/20/97

And: Joanne M Brown
Its City Clerk

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

This instrument was acknowledged before me on July 8, 1997 by Robert A. Burlingame and Alan A. Madsen as the Mayor and City Clerk respectively of the CITY OF MAPLE GROVE, a Minnesota Municipal corporation.

Stephanie M. Koll Anderson
Notary Public

Stephanie M. Koll Anderson
NOTARY PUBLIC – MINNESOTA
MY COMMISSION EXPIRES
JANUARY 31, 2000

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on 6/20/97 by Steve Boynton and Joanne Brown as the Mayor and City Clerk respectively of the CITY OF CHAMPLIN, a Minnesota Municipal corporation.

ALLEN D. BRUNS
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2000

Notary Public

This instrument was drafted by:

City of Maple Grove
9401 Fernbrook Lane
P.O. Box 1180
Maple Grove, MN 55311-6180
(612) 494-6000

COOPERATIVE JOINT POWERS AGREEMENT
109TH AVENUE IMPROVEMENTS
(NOBLE TO CHAMPLIN PARK HIGH SCHOOL)
CHAMPLIN AND BROOKLYN PARK

AGREEMENT, made and entered into this 27th day of June, 1994, by and between the City of Champlin, hereinafter referred to as "Champlin;" and the City of Brooklyn Park, hereinafter referred to as "Brooklyn Park."

WITNESSETH:

WHEREAS, Champlin and Brooklyn Park are desirous of bringing about the improvement of that portion of 109th Avenue approved as a Municipal State Aid Street (MSAS) and designated as Champlin MSAS 193-106-08 and Brooklyn Park MSAS 110-113-10 from the easterly side of Noble Avenue westerly to 2554 feet, to be shown on the construction plans, which improvement contemplates concrete curb and gutter; concrete sidewalk/trails; aggregate base; utilities; bituminous base and wearing courses; street lighting; landscaping; storm sewer; and culvert; and other related improvements herein referred to as the Project; and

WHEREAS, the City of Champlin has made this Project part of their southeast area streets and utilities improvement, and

WHEREAS, it is in the best interest of the general taxpayer supporting Champlin and Brooklyn Park to jointly construct 109th Avenue using Municipal State Aid funds, and

WHEREAS, Champlin and Brooklyn Park have, in the past, cooperated in street improvement projects on 109th Avenue between Jefferson Highway and Douglas Drive, Douglas Drive to the eastern limits of the Champlin Park School, and between Noble and County Road 12, as well as recent

improvements to Brooklyn Park's Marvella Subdivision whereby Champlin provided utility connections for water and sewer, and

WHEREAS, Minnesota Statutes Section 471.59 allows the cities of Champlin and Brooklyn Park to enter into a Joint Powers Agreement to plan and construct the proposed road and public utilities on the common boundary between the two cities; and

WHEREAS, the above mentioned construction along 109th Avenue shall be hereinafter identified as Champlin's Southeast Area Improvements Project 92-2 and BP Improvement 94-04, Project ST-1095, SS-1096, S-1097 and W-1098, and

WHEREAS, the Champlin City staff prepared the feasibility reports and the City Councils ordered the improvements, and

WHEREAS, plans and specifications have been prepared for the improvements, and bids have been solicited and approved, and contracts awarding the work have been executed, and construction management will be exercised through the improvement process; all in accordance with approved Municipal State Aid Standards (MSA); and

WHEREAS, Champlin and Brooklyn Park mutually agree that Champlin will be the lead agency to perform the Project management and design work in accordance with MSA Rules and Regulations and obtain MnDOT approvals as required; and

WHEREAS, Champlin, as lead agency, will maintain records of all expenditures and charges associated with the Project and provide a breakdown of those costs for the benefit of each City; and

WHEREAS, the parties hereto have reviewed the plans and specifications and have approved said plans and specifications and agree

to participate in the cost of Project items both eligible and ineligible for MSA funding; and

WHEREAS, it is contemplated that this public improvement Project be carried out by the parties hereto under the provisions, terms and conditions set forth.

NOW, THEREFORE, IT IS HEREBY AGREED:

I

The cities of Champlin and Brooklyn Park, by executing this agreement, mutually approve the City of Champlin as the Lead Agency and agree to review and approve the plans and specifications for said Project. Brooklyn Park shall provide Champlin with all the available data and materials pertinent to the work program as required to complete the Projects. The City's data and material may consist of, but will not be limited to; contour maps, utility and street plans, aerial photos and previous environmental study material. Progress meetings will be scheduled for the City staffs and other concerned public agencies to discuss issues during the study/report, design and construction phases.

II

Champlin shall prepare on behalf of the cities' as parties hereto, the necessary feasibility report(s) for usage by each individual city for subsequent public improvement and assessment hearings. Each City shall prepare an addendum to the feasibility report indicating their assessment program, a list of the affected properties and pertinent information unique to each City's special assessment program. Brooklyn Park shall be responsible for calling all necessary hearings in

compliance with Minnesota Law to levy special assessments in their City and Champlin shall be responsible for said procedures for Champlin properties.

III

Champlin shall prepare the plans and specifications, which shall be reviewed and approved by Brooklyn Park, Champlin shall then advertise for and receive bids; enter into a contract for said Project with the successful bidder at the unit prices specified in the bid of the lowest responsible bidder, in accordance with Minnesota Statutes.

The contract documents will include the plans and specifications prepared by Champlin or its agents and approved by Brooklyn Park and MnDOT as a MSA Project. The plans and specifications shall be in compliance with all State Aid Standards and shall be approved for State Aid funding.

IV

Champlin shall administer the contract and inspect the construction of the contract work contemplated herewith. All work on the Project shall be completed in compliance with the plans and specifications. Brooklyn Park 's City Engineer or staff shall have the right, as the work progresses, to enter upon the premises to make any inspections deemed necessary, but will have no responsibility for the supervision of the work.

V

Champlin shall be responsible for receiving final approval of the Project by the State Aid Engineer and obtaining the necessary agency

approvals. Brooklyn Park and Champlin, at their own expense, shall acquire all rights-of-way and/or easements required in accordance with State law and MnDOT rules and regulations and the approved right-of-way plans, for the construction of said project within their respective corporate limits. Champlin or its agent will provide a description and individual drawing of each parcel involved in the right-of-way program according to the approved right-of-way plan. The individual drawing will show the permanent and temporary right-of-way taking with appropriate dimensions. The right-of-way costs incurred shall include all acquisition costs including, but not limited to, any and all damages occurring to any person or persons, including private utilities, relocation assistance, removing or adjusting main conduits or other structures located in or upon the land taken and within the present right-of-way; or damage in procuring such right-of-way in the performance of this contract with respect to the Project in accordance with the plans and specifications. The right-of-way costs expended by each City shall be included as part of the eligible MSA funding program.

VI

Champlin and Brooklyn Park shall share in the incurred Project costs, including construction, engineering and administrative costs. All costs incurred by Champlin as the lead agency; to manage, provide reports and studies, preliminary work, design, construction and project administration, shall be part of the Project costs in accordance with MSA rules and regulations. All Project costs shall be apportioned to each City in accordance with the percentage of the total construction items completed in each City as defined below.

- Right turn lane and bypass lane at Indiana Avenue and West River Road. The City of Champlin will pay for the right turn lane and bypass lane on West River Road at Indiana Avenue. Brooklyn Park will not participate in this cost.
- Utility and streets on 109th Avenue to the west of Noble Avenue.

  The City of Brooklyn Park will pay for one-half of the construction cost of the watermain lateral (up to 8 inch diameter based on contractors bid) and all of the costs of the services from the east side of Noble Avenue to the east side of Champlin Park High School at station 30+00. Brooklyn Park will pay for the watermain lead extension and hydrant south of the centerline of 109th Avenue at Noble Avenue.

  The City of Brooklyn Park will pay for one-half of the construction cost for the sanitary sewer line plus all of the costs of the services to Brooklyn Park from Noble Avenue to Oxbow Park. Brooklyn Park will be responsible for the entire construction cost of the sanitary sewer to the west of Oxbow Park from manhole #3 at station 38+60.

  The City of Brooklyn Park and Champlin will each pay one-half of the construction cost for the MSA street and storm sewer on 109th Avenue from Noble Avenue to the west with the exception of the storm sewer culvert at station 29+75. The cost to install this storm sewer culvert will be the responsibility of Brooklyn Park.
- Utility and streets on 109th Avenue 660 feet east of Noble

  The City of Brooklyn Park will pay for one-half of the construction cost of watermain lateral (up to 8 inches in diameter

based on contractors bid) and all costs for the four services easterly of Noble to Lee Avenue. These costs will include all cost associated with placing the water service under 109th Avenue.

The City of Brooklyn Park will pay for one-half of the construction cost of the sanitary sewer line plus the cost to jack 3 sanitary sewer services under 109th Avenue to the properties lying within Brooklyn Park.

Brooklyn Park will reimburse the City of Champlin for actual engineering cost to its consultant for the above mentioned construction costs. Documentation is to be provided by the consultant. The engineering overhead cost is estimated to be 19 percent.

Brooklyn Park will be responsible for any easements needed on the south side of 109th Avenue. Champlin will be responsible for any easements on the north side of 109th Avenue.

The City of Brooklyn Park will pay watermain trunk, source and storage fee for each home, based on the same rate as charged to the Marvella Addition. This is $1,050.00 per home.

The aforestated sharing shall be exclusive of trails and sidewalks not funded by MSA funds, which trails and sidewalks shall be paid for, in their entirety, by the City in which they are constructed.

VII

All direct payments for Project design and administration and to the Contractor for work performed on said Project will be made by

Champlin. Champlin shall be responsible for and pay all the construction costs of the contract work for said Project as identified herein and delineated in the contract documents. Ninety percent (90%) of the estimated project cost will be due to Champlin by the City of Brooklyn Park 90 days after the City of Brooklyn Park approves the contract and the final ten percent (10%) is due to Champlin 30 days after final acceptance of the project by Champlin and Brooklyn Park. All change orders, which affect Brooklyn Park's cost, are to be approved by the City of Brooklyn Park.

VIII

Champlin and Brooklyn Park shall each be responsible for reporting of State Aid contracts to MnDOT for their respective segments of the Project and the collecting of State Aid funds.

Champlin shall provide Brooklyn Park all pertinent information for the reporting of the State Aid contract.

IX

All records kept by Champlin and Brooklyn Park with respect to this Project, shall be subject to examination by the representatives of each party hereto.

X

It is understood and agreed that upon completion of the improvement proposed herein, all Project elements shall be part of the as built plans prepared by Champlin and shall become the property of the City in which those improvements are located and all maintenance, restoration, repair or replacement required thereafter shall be

performed by each City at its own expense. A subsequent agreement between Brooklyn Park and Champlin will establish the maintenance program for the roadway as it relates to the street surface and snow removal, water, sanitary sewer and storm sewer.

XI

It is further agreed that each party to this agreement shall not be responsible or liable to the other or to any other person whomsoever for any claims, damages, actions, or causes of actions of any kind or character arising out of or by reason of the performance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein.

Champlin also agrees that any contract let by the City or its agents for the performance of the work on 109th Avenue as provided for herein shall include clauses that will: 1) Require the Contractor to defend, indemnify, and save harmless Champlin and Brooklyn Park, their officers, agents and employees from claims, suits, demands, damages, judgements, costs, interest, expenses (including, without limitation, reasonable attorney's fees, witness fees, and disbursements incurred in the defense thereof) arising out of or by reason of the negligence of the said Contractor, its officers, employees, agents or subcontractors; and 2) Require the Contractor to provide and maintain sufficient insurance so as to ensure the performance of its hold harmless obligations.

XII

The City of Brooklyn Park will be responsible for the installation and reading of water meters to each home in Brooklyn Park. The readings will be taken at the time other meters are read in the area. Brooklyn Park agrees to pay quarterly to the City of Champlin for the total gallons used by Brooklyn Park citizens, based on Champlin's current industrial/commercial rate for water and sewer. The quarterly readings will be submitted with the payment.

Brooklyn Park will be responsible for the maintenance, including turning on and turning off, and the collection of unpaid bills for Brooklyn Park residents. Champlin will have the right to review Brooklyn Park meter readings and billings. Brooklyn Park agrees to pay the same fees for water and sewer as charged any other industrial user within the City of Champlin, including the possibility of increased cost for water treatment.

The City of Champlin agrees to give 60 day notice of any rate change.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF CHAMPLIN

BY: _____
Mayor

DATE: 7/11/94

AND: _____
Administrator

DATE: 6/27/94

(Seal)

CITY OF BROOKLYN PARK

BY: _____
Mayor

DATE: 6/27/94

AND: _____
Manager

DATE: 6/27/94

(Seal)

AGREEMENT

CITY OF DAYTON AND CITY OF CHAMPLIN

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

RECITALS:

WHEREAS, Champlin currently owns and operates a municipal wastewater system (hereinafter referred to as "sewer") and a municipal water system (hereinafter referred to as "water") (hereinafter sewer and water are collectively referred to as "Champlin's Utilities"); and

WHEREAS, both the Champlin and Dayton comprehensive plans anticipate that there will be single family residential units in the southeast area of Dayton, including the Nature's Crossing Subdivision area.

WHEREAS, the Southeast Area requires access to Champlin's Utilities to develop urban densities; and

WHEREAS, the City of Dayton would like to extend Champlin's Utilities to the Southeast Area of Dayton, shown on attached **Exhibit A** (hereinafter referred to as "Southeast Area").

WHEREAS, Champlin and Dayton desire to enter into this Agreement allowing Champlin's Utilities to serve the Southeast Area pursuant to Minn. Stat. §471.59.

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

1. Use Allowed. For the term of this Agreement, and any renewals thereof, Champlin grants to Dayton a right and license to connect to and dispose of sanitary sewage from the Southeast Area via its municipal wastewater system. Further, Champlin grants to Dayton a right and license to connect to and draw water to serve the Southeast Area from Champlin's municipal water system. Level of services to be provided by Champlin to the Southeast Area properties pursuant to this Agreement shall be the same as provided by Champlin to similar developments in Champlin. Dayton shall adopt the provisions of Champlin's ordinances governing use of water and sewer, as attached in **Exhibit C**; Dayton may adopt additional ordinances regarding municipal utilities for the area to be served by Champlin, provided any such ordinance or ordinances shall be approved by Champlin, such approval shall not be

unreasonably withheld and the provisions shall not be substantially different from Champlin ordinances.

2. Construction, Ownership and Maintenance. Champlin represents that stub connections for sewer and water are located at the intersection of Goose Lake Road and Goose Lake Parkway that may be used, at Dayton's option, for connection of the Southeast Area to Champlin's Utilities.

Dayton shall pay for all lateral fees for use of sanitary sewer and/or water lateral on Goose Lake Road that benefit Dayton.

Dayton shall pay for and construct all sewer and water lines and associated structures within its boundaries. Champlin shall have the right to review and approve plans for any private/public improvement projects in Dayton's Southeast Area that will utilize Champlin's sewer and water system. Dayton shall pay Champlin for its staff's review time. Champlin shall submit a bill to Dayton upon completion of its review. Dayton shall collect from the private/public project said fee, which is to be based on an hourly charge for Champlin's staff review time. The fee is to be based on an hourly charge with a 2% markup rate to cover staff time and overhead. Dayton shall pay for, own and maintain all sewer and water lines and associated structures constructed within its boundaries. Dayton shall regularly maintain said lines and associated structures so as to keep them in good operating order per specifications detailed in **Exhibit B.** Dayton shall regularly inspect the lines and associated structures and immediately correct any problem which could adversely affect Champlin's Utilities, or which could result in inaccurate readings of flow through said lines. Maintenance shall occur as detailed in **Exhibit B.** All residential properties within the jurisdiction of Dayton served with water and sewer pursuant to this Agreement shall use water meters supplied and maintained by Champlin.

Champlin shall pay for, own and maintain the sewer and water lines and associated structures constructed within its boundaries. Champlin shall regularly maintain said lines and associated structures so as to keep them in good operating order. Maintenance shall occur as detailed in **Exhibit B.** Champlin shall regularly inspect the lines and associated structures and immediately correct any problem which would adversely affect or interfere with delivery of service to Dayton. Champlin shall provide the same level of continuous and uninterrupted service as provided to similar developments in Champlin and as provided in this Agreement, to the Southeast Area.

3. Champlin/Dayton shall share equally [50-50] the ownership and maintenance of public utilities in Goose Lake Road. In accordance with other agreements when Goose Lake Road is turned back to Champlin/Dayton by Hennepin County, Champlin/Dayton shall share equally [50-50] the ownership and maintenance of Goose Lake Road. Maintenance of and capital improvements

for Goose Lake Road shall be subject to consent by both parties. Maintenance shall be done in accordance with **Exhibit D.**

4. Ongoing Services. Champlin agrees that it currently has and will maintain, through the term of this Agreement, the capacity required for both sewer from and water to the Southeast Area pursuant to the land use element of the Comprehensive Plans of both parties in effect on the approval date of this agreement. Further, Champlin agrees it will provide for continuous and uninterrupted sanitary sewer service and city water service to the Southeast Area to the same extent that it provides such services to similar developments in Champlin, except for periods of necessary or emergency maintenance, or catastrophic events, including, but not limited to, flood, storm, war, or any other natural or man made catastrophes or events outside of its control. Except in cases of emergencies, in the event service needs to be interrupted for necessary maintenance, Champlin shall give Dayton fourteen (14) days notice. Said notice shall include a plan for said maintenance and alternative service to be provided, if any, and time period service will be interrupted, which plan and time period of interruption of service shall be reasonable. In the event service needs to be interrupted for emergency maintenance, Champlin shall give Dayton immediate notice. Said notice shall include, or shall as soon as practicable, be followed by a plan for said maintenance and time period service will be interrupted, which plan and time period of interruption of service shall be reasonable. The Cities of Dayton and Champlin shall cooperate in the construction of necessary utility services to serve the Faulds property, located at 11240 109th Ave. Any costs associated with extending sewer and water to the Fauld's property shall be paid by the property owner. As a part of the looping of the watermain on Goose Lake Road by Champlin, Dayton agrees to allow the extension of water trunk pipe into Dayton's municipal boundaries from 109th Avenue to a point approximately one-eighth mile north of 109th Avenue.

5. Fee Formula.

Connection/Billing, Rates, Fees and Changes.

a. Dayton Responsibilities.

Dayton shall be responsible for collection of all fees for connection to water and sewer, including trunk area fees and SAC Fees once a building permit is granted by Dayton. Dayton shall charge each residential unit within the Southeast Area the current rate charged by Champlin, pursuant to Champlin Ordinance and Resolution 2004-09 as shown in **Exhibit E**.

Dayton shall collect from each single family residential (SFR) connection in the Southeast Area and remit to Champlin the following fees:

Water Trunk, Source and Storage Fee	$2,200 per SFR connection
Sewer building fee	25 per SFR connection
Water building fee	25 per SFR connection
Water Meter fee	213 per SFR connection

Dayton shall pay directly to the Metropolitan Council Environmental Service (MCES) a Service Availability Connection (SAC) fee for each connection, which for 2004 amounts to $1,350 per single family connection.

Champlin's current Trunk Sewer Fee shall be paid by the Developer to the City of Dayton, at the time of final plat approval, prior to release of the Final Plat. Dayton shall submit said fees to the City of Champlin within thirty (30) days of Dayton's release of a Final Plat within the Southeast Area.

b. Champlin's Responsibilities. Champlin shall collect the service fees for sewer and water. Dayton shall develop a fair cost to be passed on to Dayton residents which would be a part of Champlin's rate, with that amount being reimbursed to the City of Dayton upon collection by Champlin. The rate of these costs are to be set by Dayton, by resolution, and may be updated by Dayton from time to time. When such an update occurs, Dayton shall notify Champlin ninety (90) days prior to effective date of such rate change, and Champlin shall adjust the amount collected from Dayton residents and subsequently the amount reimbursed to Dayton.

   Champlin shall charge Dayton residents for only those services which benefit Dayton residents.

   In the event Champlin amends its ordinance or resolution regarding fees, Champlin shall give Dayton written notice. Written notice shall be given 90 days prior to the effective date of such rate change.

   Dayton residents have the same right to challenge bills received from Champlin that any other Champlin resident has.

   Water meters will be dispersed to Dayton for pick-up and purchase by Dayton residents at the time of the sewer connection permit issuance. The SAC Fee and Water Trunk, Source and Storage Fee shall be collected and sewer and water permits shall be obtained at the time of the water meter purchase. The water meter fees, the Water Trunk, Source and Storage fees and the sewer and water permit fee collected by Dayton, will be submitted to Champlin on a quarterly basis.

c. Service to the Southeast Area. Flow determination for water to and sewer from the Southeast Area shall be determined by water meter readings of each individual residential unit. Champlin will have the sole responsibility of reading water meters and billing residential units within the Southeast Area for use.

d. Champlin shall bill Dayton residents monthly for sewer and water user fees and all applicable penalties. Payments by Dayton residents to Champlin shall be in accordance with Champlin City Ordinance.

Champlin shall notify Dayton of delinquent payments. Dayton shall be responsible for collecting delinquent payments in accordance with the laws of the State of Minnesota. Champlin shall cooperate to the extent necessary to assist Dayton in the collection of delinquent payments and penalties in accordance with Dayton City Ordinances and in accordance with procedures established in either MN Stat. Chapter 429 or MN Stat. 444.075. Within sixty (60) days of the 31st of August of each year of this agreement, Dayton shall pay to Champlin a sum equal to the total amount of delinquent fees as of August 31st. Dayton shall retain the right to assess the applicable properties, or to take any action available to it under law to recover the amount of the delinquent funds it so paid to Champlin.

6. Default and Remedies.

a. Champlin Remedies. In the event Dayton breaches any of its obligations under this agreement, Champlin shall have the right to bring an action of law or, if required by this agreement, arbitration, for its available remedies only after giving thirty (30) days written notice of the breach to Dayton and opportunity to cure the breach. If Dayton does not cure the breach, or reach a mutually agreed upon plan for the cure of the breach within that thirty (30) days notice period, Champlin may commence action or arbitration proceedings after giving ten (10) days written notice to Dayton that it intends to bring such action or arbitration proceeding. Nothing herein shall limit the causes of action or equitable rights that Champlin may assert pursuant to this agreement.

b. Dayton Remedies. In the event Champlin breaches any of its obligations under this agreement, Dayton shall have the right to bring an action at law or, if required by this agreement, arbitration, for its available remedies only after giving thirty (30) days written notice of the breach and opportunity to cure the breach. If Champlin does not cure the breach or reach a mutually agreeable plan for the cure of the breach within that thirty (30) days notice period Dayton may commence action or arbitration proceedings after giving ten (10) days written notice to Champlin that it intends to bring such action or arbitration proceeding. Provided, however, that if a default by Champlin results in sewer and water service to the Southeast Area below the level required by this Agreement, Champlin must take immediate action to correct the problem upon receipt of written notice from Dayton. Nothing herein shall limit the causes of action or equitable rights that Dayton may assert pursuant to this agreement.

7. Notice and Termination. Dayton shall reserve the right to service this area by another means in the future if some other means is provided and in such case, Dayton shall have the right to terminate this Agreement, by giving one hundred eighty (180) days written notice of its intention to terminate this Agreement. In the event of termination, all obligations of Dayton to make payment to Champlin shall cease upon the effective date of the termination.

8 Term. This agreement shall be perpetual and may only be terminated by Dayton pursuant to Section 7 of this Agreement.

9. Indemnity. Dayton shall defend, indemnify and hold Champlin harmless for any claims arising from Dayton's use or maintenance of sewer and water lines, and any associated structures, within the boundaries of Dayton. Champlin shall defend, indemnify and hold Dayton harmless for any claims arising from its operation of water and sewer lines, and any associated structures, located within the boundaries of Champlin.

10. Modification. This Agreement may be modified only by written agreement of both parties.

11 Notice. All notices required by this Agreement shall be in written form and shall be deemed delivered upon its receipt by the City Clerk of either party. Notice may be made by personal delivery, mail or facsimile.

12. Governing Law. This Agreement shall be construed by the laws of the State of Minnesota.

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

14. Time is of the Essence. Time is of the essence in the performance of all obligations, undertakings and covenants under this Agreement.

15. Entire Agreement. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Dayton and Champlin, and supersedes any other written or oral agreements between Dayton and Champlin on matters covered hereby.

16. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

17. Effective Date. The effective date of this Agreement shall be the last date on which it is executed by any party to this Agreement. This Agreement shall not become effective until it has been executed by all parties to the Agreement.

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

The City of Dayton

By: _____ Dated: 6/21/04
Its: Mayor

By: _____ Dated: 6/21/04
Its: City Clerk

The City of Champlin

By: _____ Dated: 6/14/04
Its: Mayor

By: _____ Dated: 6/14/04
Its: City Clerk

Exhibit A
Champlin-Dayton Joint Powers Agreement

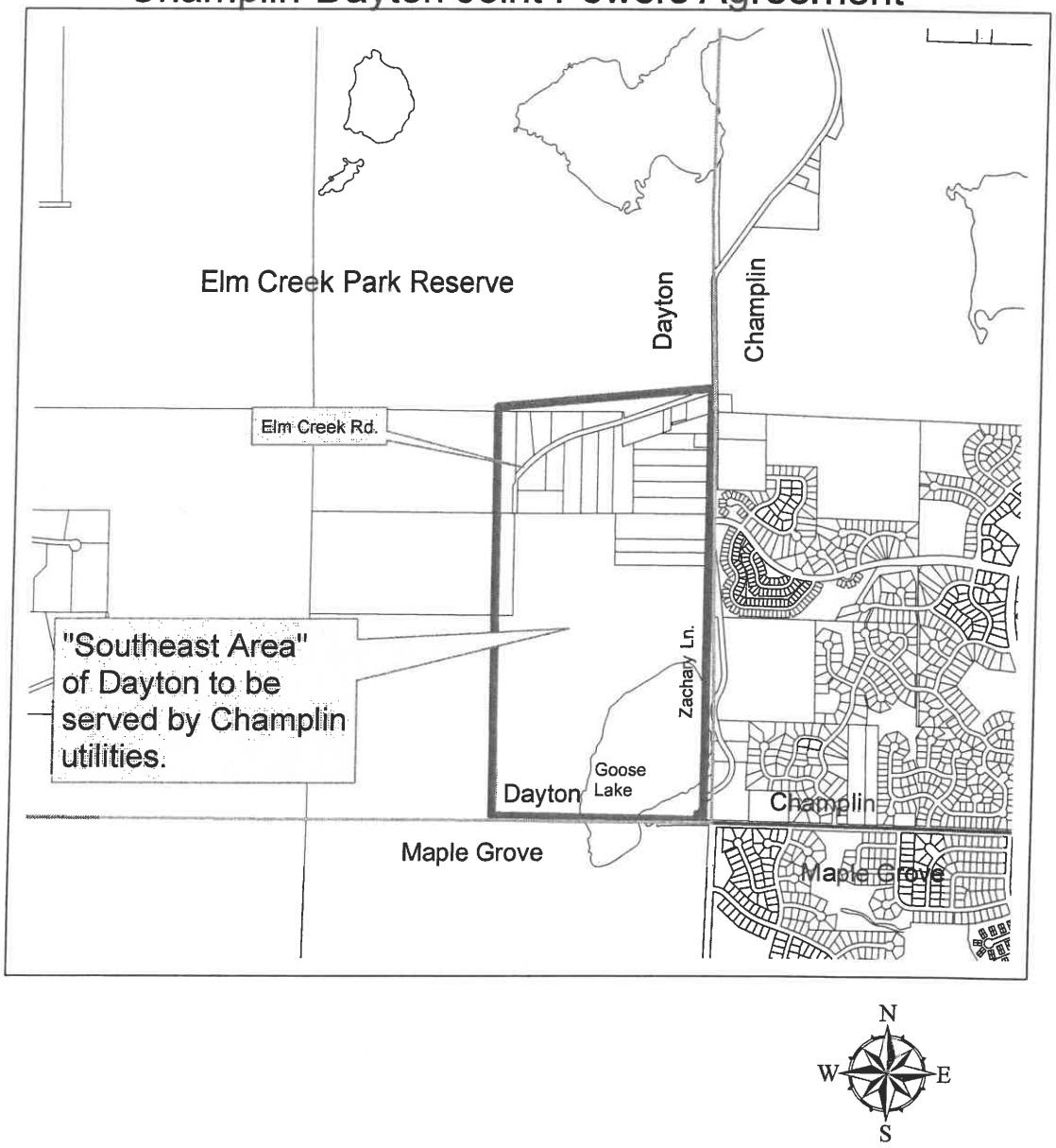


Exhibit B

Scheduled and Emergency Sewer Maintenance, and Scheduled Emergency Water Maintenance.

Scheduled and Emergency Sewer Maintenance

o Sewer Jetting	5 years
o Sewer Televising	As needed
o Sewer Mainline Repairs	As needed based on televising
o Sump Pump Connection Inspection	7 years
o Manhole Casting Maintenance	As needed
o Cone and Ring Inspections	As needed
o Sewer Plugs	As needed
o Locating	As needed
o Lift Station Maintenance	As needed
o Replacement of Infrastructure	As needed
o Excavation Restoration	As needed

Scheduled and Emergency Water Maintenance

o Flush Water Mains	Semi annually
o Exercise Hydrants	Semi annually
o Hydrant Repairs	As needed
o Paint Hydrants	As needed
o Replace Hydrant Flags	As needed
o Gate Valve Maintenance	As needed
o replacement of Infrastructure	As needed
o Locating	As needed
o Meter Reading (by Champlin)	Monthly
o Meter Finals (by Champlin)	As needed
o Meter Repairs (by Champlin)	As needed

Exhibit C

Champlin Ordinances

- An ordinance regulating the operation of the public water system, requiring certain connections to be made to the public water system, providing for the issuance of permits for, and supervision of, all connections to the public water system prescribing certain materials and methods to be used for said connections, prescribing rates and charges for water service, and prescribing for the violation of same. (Champlin 15-201 - 15-236)

- An ordinance regulating the operation of the public sanitary sewer system, requiring connections to be made to the public sanitary sewer system, providing for the issuance of permits for and supervision of all connections to the public sanitary sewer system, prescribing certain materials and methods to be used of said connections, establishing regulations as to types and kinds of wastes that may be disposed of by use of the public sanitary sewer system, prohibiting the discharge of any type or kind of surface waters into the public sanitary sewer system, prescribing rates and charges for disposal services, regulating street excavations, and prescribing penalties for the violation of same. (Champlin 15-401 - 15-414)

- Ordinance establishing an industrial user strength charge in addition to the charge based upon the volume of discharge by an industrial user and establishing an industrial user strength charge formula for the computation thereof to recover operation and maintenance costs or waste treatment services attributable to the strength of the discharge of industrial waste into the sewer system and establishing tax lien against property served in connection with such strength charge. (Champlin 15-801 - 15-807)

- An ordinance regulating the operation of the public water works system during periods when there may be a shortage of water. (Champlin 15-1100 - 15-1103)

- An ordinance providing for the installation or repair of sanitary sewer and water service lines and the collection of costs of such worth or service when done by the municipality as a special assessment against property benefited; and providing penalties for violations. (Champlin 15-1200 - 15-1205)

- An ordinance providing for public right-of-way management. (Champlin 15-1500 - 15-1535)

Exhibit D

Goose Lake Road Maintenance Responsibility

Champlin and Dayton will agree to maintain Goose Lake Road. The City of Champlin and the City of Dayton agree to maintain the roadway on an every other year basis. Road maintenance will be shared as noted below after the County turns back the road to Champlin and Dayton. Champlin will be responsible for maintenance in the even numbered years and Dayton will be responsible for maintenance in odd numbered years. The change over will begin on July 1st of each year. Therefore, for example, Champlin will be responsible for maintenance from July 1, 2006 – June 30, 2007 and Dayton will be responsible for maintenance from July 1, 2007 – June 30, 2008 and so on. The City responsible for maintenance will address all maintenance, curb to curb, of Goose Lake Road between 109th Ave. and Elm Creek Road. This will include:

- Maintenance of street signs
- Maintenance of traffic control signage
- Maintenance of concrete curb and gutter
- Maintenance of gravel shoulder
- Maintenance of catch basins and storm sewer pipe
- Maintenance of bituminous surface to include:
  - ☐ Pot holes
  - ☐ Crack sealing — See below
  - ☐ Seal coating — See below
  - ☐ Traffic markings — See below
- Street sweeping
- Snow and ice control
- Raising and lowering of any iron (manholes, catch basins, gate valves, etc)

- Maintenance does not include any side walk or trail located in Dayton or Champlin.

- Cracksealing and sealcoating will be done every six years. The cost will be divided by each City 50/50. The City of Champlin is responsible for the coordination of maintenance activities.

- Traffic markings will be done each year. The cost will be divided by each City 50/50. The City of Dayton is responsible for the coordination of this maintenance activity.

- If the road requires any "new" items (i.e. street sign, catch basin, etc.) Champlin and Dayton will share in the cost 50/50 assuming both cities agree.

Exhibit E
Resolution Updating Seal Coating, Storm Sewer District 10A and 10B and Typical Lot Fees

RESOLUTION NO. 2004-09
RESOLUTION UPDATING SEAL COATING, STORM SEWER DISTRICT 10A AND 10B AND TYPICAL LOT FEES

WHEREAS, the Champlin City Council has approved a special assessment manual outlining certain fees to be updated periodically, and

WHEREAS, the Champlin City Council has previously approved fees for Storm Sewer Districts 10A and 10B, Water Trunk, Source and Storage Fees and Sealcoating, and

WHEREAS, the fees outlined on the table entitled "Sealcoating, Storm Sewer District 10A and 10B and Typical Lot Fees and Water and Sewer Usage Fees" have been determined to be just and equitable, and

WHEREAS, the Consumer Price Index inflation rate is 2%, and

WHEREAS, the Water Trunk, Source and Storage Fee, based upon Resolution 96-32, will be increased $100 each year until the year 2017.

WHEREAS, the water usage fee was last updated March 1, 1997 and May 1, 2000 respectively.

NOW, THEREFORE, BE IT RESOLVED by the Champlin City Council that the fees are set according to the attached table.

FURTHER BE IT RESOLVED that Resolution No. 2003-11 dated January 13, 2003 is hereby rescinded.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Uglem, and upon vote being taken thereon the following voted in favor thereof: Mayor Boynton, Councilmembers Molenar, Walen and Uglem and the following voted against the same: none whereupon said resolution was passed this 12th day of January, 2004.

Steven E. Boynton, Mayor

ATTEST:

Jo Anne M. Brown, City Clerk

January 1, 2004

SEALCOATING, STORM SEWER DISRICT 10A AND 10B, TYPICAL LOT FEES, SAC FEE AND WATER AND SEWER USAGE FEES

ESTIMATED TYPICAL LOT	2003 TYPICAL BASED ON 90 FF	2004 TYPICAL BASED ON 90 ff
Water Lateral	$3281	$3347
Water Service	717	731
Water TSS	2100	2200
Sanitary Sewer Lateral	3565	3636
Sanitary Sewer Service	662	675
Sanitary Sewer Trunk	654	667
Storm Sewer	2258	2303
Residential Street		
New street (100% street cost)	3915	3993
New curb & gutter (100% curb & gutter)	752	767
Reconstructed street (50% typical street cost)	1959	1998
Mill & Overlay (50% typical mill & overlay cost)	598	610
MSA Street – Residential & Parks		
New street (100% street cost)	3915	3993
New curb & gutter (100% curb & gutter)	752	767
Reconstructed street (50% typical street cost)	1959	1998
Reconstructed curb & gutter (50% typ.res.st.cost)	377	385
Mill & Overlay (50% typical mill & overlay cost)	598	610
MSA Street – Apts/Condos/Town Homes (per single family equivalent unit)		
New street (100% typical residential street cost)	3915	3993
New curb & gutter (100% curb & gutter)	752	767
Reconstructed street (100% typical resid.street)	3915	3993
Mill & Overlay (100% typical resid. cost)	1196	1220
MSA Street – Industrial/Commercial/Churches/ Schools (per single family equivalent unit)		
*New Street (100% costs to 42')	6897	7035
New curb and gutter (100% costs to 42')	752	767
Reconstructed street (100% cost to 42')	6897	7035
Mill and overlay (100% costs to 42')	1664	1697

**Driveway & Boulevard Restoration	$1531	$1562
Street Lighting	1005	1025
Sidewalk	1150	1173
Trail	583	595

SEALCOATING – New and Reconstructs

Sealcoating (Residential)	$ 163	$ 166
Sealcoating (Commer. Incl. Apts)	163	166
Sealcoating (Open Land)	163	166

STORM SEWER DISTRICT 10A & 10B

Storm Sewer District 10A

Low Density Residential	$1794/Acre	$1830/Acre
Medium & High Density Res., Com., & Indust.	$2761/Acre	$2816/Acre

Storm Sewer District 10B

Low Density Residential	$3074/Acre	$3135/Acre
Medium & High Density Res., Com. & Industrial	$4727/Acre	$4822/Acre

---

Water Usage Rates	$4.67/1st 2000 gal. or less $1.82 ea. additional 1000 gallons (since 3/1/97)	
Sanitary Sewer Usage Rates	$9 flat charge/mo. plus $1.07/1000 gal. used on average winter usage or actual usage, whichever is less (since 5/1/00)	
SAC Fee	$1275	$1350/Acre

Sidewalk/trails on MSA Streets are not assessed whether initiated by a petition or City initiated.

* Based on 42' wide street pro-rated from typical residential street. The amount assessed to be pro-rated based on width of street.

**New street and/or new utilities need to include driveway and boulevard restoration costs.

ARTICLE IV. SEWERS AND SEWAGE DISPOSAL

Appendix 8-4

DIVISION 1. GENERALLY

Sec. 58-190. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning at least one foot outside the outer face of the building footings.

Building sewer means the extension from the building drain to the public sewer or other places of disposal.

Connection charge means a charge levied by the city to contribute to the payment of the cost of the city public sewer facilities.

Inspector means the person or persons authorized by the city to inspect and approve the installation of building sewers and their connections to the public sewer system.

Private sewage system means any septic tank, or drainfield used for the disposal of sewage.

Private sewer means a sewer in which all owners of abutting property have equal rights and is controlled by the city.

Sanitary sewer means a sewer that carries sewage and to which stormwaters, surface waters, and groundwaters are not intentionally admitted.

Service availability charge means a fixed fee levied by the metropolitan waste control commission and collected at the time a building permit is issued for a new housing unit or commercial development or any connection to the sewer system where metropolitan sewer service disposal is or becomes available.

(Code 1977, § 15-401)

Sec. 58-191. Use of public sewers required.

(a) It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the city, any human excrement, sewage, garbage, or other objectionable waste which ordinarily would be regarded as sewage or industrial wastes.

(b) It shall be unlawful to discharge to any natural outlet within the city any sanitary sewage, industrial wastes, or other polluted waters.

(c) Except as hereafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(d) The owner of all houses, buildings or property used for human occupancy, employment, recreation, or other purposes which is served or intended to be served (as determined by the city council) by a public sanitary sewer of the city is required, at his expense, to install suitable

toilet facilities and to connect such facilities with the proper public sewer, in accordance with the provisions of this article or, in the case of sewers which are constructed after the effective date of the ordinance from which this section is derived, within two years after such sanitary sewer service becomes available.

(e) The city council shall have the power to adjust and make exceptions to the provisions of this section that require connection to the public sewer to the extent of the following and no further: To vary or modify the strict application of the connection provisions contained in this article in cases in which there are practical difficulties or unnecessary hardships in the way of such strict application; provided that modification or adjustment will not materially affect adversely the health or safety of persons residing or working in the neighborhood and will not be discriminatory.

(f) At such time as the public sewer becomes available to a property served by a private sewage disposal system as provided in subsection (e) of this section, a connection shall be made to the public sewer in compliance with this article, and any septic tanks, cesspools and similar private disposal facilities shall be abandoned and treated as follows:

(1) If the private facility is concrete and the cover is four feet or more below grade, the facility may be abandoned without opening, pumping and filling; or

(2) If the private facility or the cover thereof is wood and/or the cover is less than four feet below grade, the facility shall be opened, pumped and filled with suitable gravel material.

(Code 1977, § 15-402)

Sec. 58-192. Permits and insurance required.

(a) No person shall uncover, make any connection with or opening into, or discharge into, use, alter, repair, or disturb any public sewer or building sewer, or appurtenances thereof without first obtaining a written permit from the city. Before a permit may be issued for excavating for plumbing, for a connection to any public sewer in any public street, way or public easement, or alley, a licensed master plumber (under the laws of the state) shall apply for such permit and shall have executed unto the city and deposited with the city, a bond approved by the city in the sum of $2,000.00 conditioned that he will perform faithfully all work with due care and skill and in accordance with the laws, rules and regulations established under the authority of any ordinance of the city. This bond shall state the principal and surety will indemnify and save harmless the city and the owner of the premises against all damages, costs, expenses, outlays, and claims of every nature and kind arising out of ordinance violation, lack of skill, or negligence on his part in connection with plumbing or excavating for plumbing. Such bond shall remain in force and must be executed for a period of one year except that on such expiration it shall remain in force as to all penalties, claims and demands that may have accrued thereunder prior to such expiration.

(b) Prior to commencement of construction work, the licensed master plumber shall take out and maintain insurance in some company approved by the city against damages of property or injury or death to persons, which policy or policies shall indemnify and save harmless the property owner, whose premises the work will serve, the city and all of its officers and personnel against any claim, demand for damages, action arising out of or by reason of the doing of the work or activities relating or incidental thereto, and from any costs, disbursements, or expense of defending the same. Such insurance shall be a general liability or all perils policy in the minimum amount of at least $1,000,000.00. Proof of insurance shall be filed with the city clerk prior to commencement of the construction work. The policy shall provide that the city shall be notified immediately of any termination of or modification to such insurance. Should the insurance coverage provided for in this section be inadequate in amount, then, the licensed master plumber shall indemnify and save harmless the property owner, the city, and all its

officers and personnel in like manner.

(c) A licensed master plumber shall make application for a building sewer installation permit on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information that the inspector may reasonably require. A permit and inspection fee, as set forth in chapter 22, for a building sewer permit shall be paid to the city at the time the application is filed.

(Code 1977, § 15-403)

Sec. 58-193. Building sewers.

(a) A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot and no building sewer is available or can be constructed to the rear building sewer through an adjoining alley, courtyard, or driveway, then the building sewer from the front building may be extended to the rear building and the whole considered as the building sewer. Other exceptions will be allowed only by special permission granted by the city.

(b) An old building sewer or portions thereof, may be used in connection with new buildings only when they are found on examination and test by the inspector to meet all requirements of this article.

(c) Where a building sewer is laid across or over an existing cesspool or septic tank, one continuous piece of schedule 40 plastic or equivalent shall be used for that portion of the building sewer that is laid across or over the existing cesspool or septic tank.

(Code 1977, § 15-404)

Sec. 58-194. Materials and methods.

(a) Approved materials and methods shall be prescribed by the city.

(b) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. Its depth shall be sufficient to afford protection from frost. All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the inspector. No backfill shall be placed until the work has been inspected by the city. Back casting method may be used under supervision of the inspector and extra inspector's fees are to be paid to the city at the rate of current wages per hour.

(c) In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drains shall be lifted by approved artificial means and discharged to the building sewer. No water operated sewage ejector shall be used.

(d) Before excavation is commenced, the applicant of the building sewer must obtain the location of all public utilities installed. The applicant is responsible for the location of the sanitary sewer service at the property line.

(e) The applicant for the building sewer shall notify the inspector when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the inspector or his representative.

(f) The applicant shall obtain acknowledgment from a representative of each public utility serving the particular area that no utilities installed have been disturbed by the building sewer constructor's work.

(g) All excavations within four feet of the public sewer (horizontal or vertical measurement) shall be by hand excavation only.

(h) The city shall make the final decision as to the type of pipe used for sanitary sewer construction when it lies within a city right-of-way. The internal diameter of the pipe shall also be determined by the city.

(Code 1977, § 15-405)

Sec. 58-195. Connections.

(a) Approved types of house service connections shall be one of the following:

(1) *Type 1.* Connections to existing vitrified clay wye branches shall be made with an approved type of joint material of the bituminous type or an approved compression coupling. The connection shall be completely watertight. No connection shall be allowed to a damaged wye branch. If damage occurs during the making of the connection, the wye branch shall be taken out of the main sewer by the plumber and replaced either by another undamaged wye or by a straight vitrified clay pipe. If a straight pipe is used in the replacement, other approved connection methods shall be used. Concrete encasement of the wye branch, connection joint, or any other part of the connection shall not be deemed watertight and shall not be allowed as a method or repairing a damaged joint.

(2) *Type 2.* Connections of the saddle type shall be made in a smooth, round hole, machine drilled into the main sewer pipe. The fittings used in the connection shall be made in such a manner as to ensure that no protrusion of the fitting into the main sewer pipe shall result. The connector shall fit perfectly the contour of the inside of the sanitary sewer and shall be specifically designed to fit the particular size main sewer pipe into which the connection is made. The machine-drilled hole shall be of such size to provide one-eighth-inch clearance between the outside of the fitting and the hole. The space thus provided shall be completely filled with joint material. The space between the shoulder of the fittings and the face of the main sewer pipe shall be one-eighth-inch thick and this space shall be completely filled with joint material. The joint material used for the type 2 house service connection shall be completely waterproof and shall be capable of withstanding any condition of stress or strain likely to be encountered in normal sanitary sewer construction or maintenance. Concrete encasement will not be considered waterproof. The fitting shall be manufactured of either cast aluminum alloy or vitrified clay pipe and shall be capable of receiving all normally used types of pipe for house service connections.

(b) Type 1 wye connections may be used in existing sanitary sewers when wye branches previously installed are readily and conveniently available. If existing wye branches cannot be found after diligent search or are not located properly for providing the needed service, type 2 saddle connections shall be made; provided the inspector approves. When new sanitary sewers are constructed, type 1 connections may be made in cases where the connection to the house is made during the construction and before backfilling of the sanitary main sewer trench. No wye branches shall be installed and covered up for future use. Type 2 connections shall be made in all cases where house services are installed subsequent to construction and backfilling operations.

(c) Wherever the sewer constructed under city sewer project 64-1 traverses the interior of an established lot, block or parcel containing lands suitable for development upon either side of the sewer, if the lands have been assessed only one-half of the cost of the sewer line, then, an additional assessment charge of $3.00 per foot of sewer shall be made when a connection is applied for, to serve a building sewer running to the side of the sewer not previously served. An additional charge of $3.00 per foot of sewer may be assessed for building sewers designed to serve portions of a corner or parcel developed after construction of the sewer.

(d) A connection charge shall be paid to the city before any building sewer shall be permitted to be connected to the public sewer. This connection charge shall be established by resolution of the city council.

(e) A service availability charge as fixed by the metropolitan waste control commission shall be collected by the city for the metropolitan waste control commission at the time a building permit is issued for a building where metro sewer service is available.

(Code 1977, § 15-406)

Sec. 58-196. Use of the public sewers.

(a) No person shall discharge any waste, or cause or allow any waste to be discharged into the public sewers unless in accordance with these rules and regulations.

(b) Use of the public sewers shall be in conformance with the metropolitan waste control commission sewage and waste control rules and regulations for the metropolitan disposal system. In the event of conflict between said rules and regulations and this section, then the provisions of this section shall control.

(c) The sewer drain from the customer's building to the public sewer (located in the street) is the property owner's responsibility. Under this section the property owner is responsible for repairing and cleaning this sewer service.

(d) In the event that a building that is connected to the public sewer is to be demolished, then, prior to the commencement of the demolition, the building sewer leading to the public sewer shall be plugged by a licensed master plumber at the lot line or within three feet thereof, at the owner's expense. An inspection fee, as set forth in chapter 22, shall be paid to the city before the demolition commences. In the event that a building that is connected to the public sewer is destroyed by accident, explosion, fire, windstorm or other casualty, then within 48 hours after the destruction, the building sewer leading to the public sewer shall be plugged by the above method.

(Code 1977, § 15-407)

Sec. 58-197. Sanitary sewer charges.

(a) Charges for sewer use shall be established as set forth in chapter 22.

(b) If the monthly service charge is not paid when due, a penalty in the amount set forth in chapter 22 shall be added thereto.

(c) Bills for sewage service shall be rendered at regular intervals, as determined by the city council. Each charge levied pursuant to this article, plus reasonable clerical expense is hereby made a lien upon the corresponding property land or premises served by a connection to the sewer system of the city. Any amounts due for sewer charges hereunder may be collected in a civil action, or the city may certify to the county auditor the amount due, together with a legal description of the premises served, and the county auditor shall thereupon enter such amount as part of the tax levy on said premises to be collected during the ensuing year. A minimum charge of $5.00 or ten percent of the delinquent charges, whichever is larger, shall be attached for expense.

(Code 1977, § 15-408)

Sec. 58-198. Power and authority of inspectors.

The city shall have the right to enter upon any premises connected with any public sewer or drain at all reasonable hours for the purpose of ascertaining whether the provisions of this article or any other ordinance in regard to house drains or connections have been complied with and whether the sewer or drain connecting such premises with the public sewers is in good condition. If such sewer or drain or its appurtenances do not conform to the provisions of law in regard thereto, or have become clogged, obstructed, broken or out of order, the city shall notify the owner, agent or occupant or person having charge of the building or premises which are drained by such sewer or drain. It shall thereupon be the duty of such owner, agent, occupant or person having charge of the building or premises to cause the sewer or drain or appurtenances to be removed, reconstructed, repaired, altered or cleansed as the condition of such sewer or drain or appurtenances may require, and in case of neglect or refusal of the owner, agent, occupant or other person to remove, reconstruct, repair, alter or cleanse such sewer or drain or appurtenances within three days after receiving such notice from the city, the city shall cause such work to be done in such a manner as deemed expedient and shall charge the expense thereof to the owner, agent, occupant or other person aforesaid.

(Code 1977, § 15-410)

Sec. 58-199. Prohibited discharges into sanitary sewer.

No person shall discharge or cause to be discharged any stormwater, groundwater, roof runoff, yard drainage, yard fountain, pond overflow or any substance other than sanitary sewage into the sanitary collection system.

(Ord. No. 443, § 15-412, 11-14-1994)

Sec. 58-200. Connection to sanitary sewer prohibited.

No roof runoff, sump pump, swimming pool discharge, or surface water drainage shall be connected to the sanitary sewer system and no building shall hereafter be constructed nor shall any existing building be hereafter altered in such a manner that the roof drainage or any other source of discharge or drainage other than sanitary sewer shall connect with the sanitary sewer system inside or outside the building.

(Ord. No. 443, § 15-413, 11-14-1994)

Sec. 58-201. Disconnection.

Any person, firm or corporation having a roof, sump pump, swimming pool discharge, cistern overflow pipe of surface drain now connected and/or discharging into the sanitary sewer system shall disconnect and/or remove the same. Any disconnects or openings in the sanitary sewer shall be closed or repaired in an effective, workmanlike manner as described in section 58-202.

(Ord. No. 443, § 15-414, 11-14-1994)

Sec. 58-202. Discharge equipment.

(a) All sump pumps shall have a discharge pipe installed to the outside wall of the building with a one inch inside minimum diameter. The pipe attachment must be a rigid and permanent fitting such as PVC pipe with glued fittings. The discharge shall extend at least three feet outside of the foundation wall and must be directed toward the front yard or rear yard area of the property.

(b) All new residential construction, having a sump basket, shall have permanent piping

installed in the sump basket with permanent fittings and discharged to the outside of the foundation wall as described in subsection (a) of this section. Such work shall be completed prior to the final building inspection and issuance of a certificate of occupancy.

(Ord. No. 443, § 15-415, 11-14-1994)

Sec. 58-203. Discharge inspections.

Every person owning improved real estate that discharges into the city's sanitary sewer system shall allow the city employee or its designated agent to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system. Any person refusing to allow their property to be inspected shall immediately become subject to the surcharge hereinafter provided for. Any property found to violate this article shall make the necessary changes to comply with this article and such changes shall be verified by an authorized city employee.

(Ord. No. 443, § 15-416, 11-14-1994)

Sec. 58-204. Sewer surcharge.

A surcharge of $75.00 per month is hereby imposed and shall be added to every sewer billing mailed for properties that are not in compliance with this article. The surcharge shall be added every month, until the property is in compliance. In the event a violation of this article is discovered upon inspection of new construction, the surcharge shall be paid to the city prior to the issuance of an occupancy permit. Repeat violations of this article by the same contractor or property owner shall be subject to an escalating schedule of surcharges as set forth in section 58-197. The imposition of such surcharge shall in no way limit the right of the city to seek an injunction in district court ordering the property owner to disconnect the nonconforming connection to the sanitary sewer system or from pursuing any other legal remedies available.

(Ord. No. 443, § 15-417, 11-14-1994)

Sec. 58-205. Compliance inspections.

Upon verified compliance with this section, the city reserves the right to inspect such property at least yearly to verify compliance herewith.

(Ord. No. 443, § 15-418, 11-14-1994)

Sec. 58-206. Penalties.

The escalating penalty for unlawful discharges into the sanitary sewer system shall be as follows:

(1) For the first offense, $75.00 per month until remedied;

(2) For the second offense, $150.00 per month until remedied;

(3) For the third offense, $300.00 per month until remedied; and

(4) For the fourth and subsequent offenses, $500.00 per month until remedied.

(Ord. No. 443, § 15-419, 11-14-1994)

Secs. 58-207--58-235. Reserved.

DIVISION 2. STRENGTH CHARGES

Sec. 58-236. Recitals.

The metropolitan waste control commission, a metropolitan commission organized and existing under the laws of the state (the "commission"), in order to receive and retain grants in compliance with the Federal Water Pollution Control Act Amendments of 1972 and regulations thereunder (the "Act"), has determined to impose an industrial user sewer strength charge upon users of the metropolitan disposal system (as defined in Minn. Stats. § 473.121, subd. 24) to recover operation and maintenance costs of treatment works attributable to the strength of the discharge of industrial waste, such sewer strength charge being in addition to the charge based upon the volume of discharge. In order for the city to pay such costs based upon strength of industrial discharge and allocated to it each year by the commission, it is hereby found, determined and declared to be necessary to establish sewer strength charges and a formula for the computation thereof for all industrial users receiving waste treatment services within or served by the city. Furthermore, Minn. Stats. § 444.075, subd. 3, empowers the city to make such sewer charge a charge against the owner, lessee, occupant or all of them and certify unpaid charges to the county auditor as a tax lien against the property served.

(Code 1977, § 15-801)

Sec. 58-237. Establishment of strength charges.

For the purpose of paying the costs allocated to the city each year by the commission that are based upon the strength of discharge of all industrial users receiving waste treatment services within or served by the city, there is hereby approved, adopted and established, in addition to the sewer charge based upon the volume of discharge, a sewer charge upon each person, company or corporation receiving waste treatment services within or served by the city, based upon the strength of industrial waste discharge into the sewer system of the city (the "strength charge").

(Code 1977, § 15-802)

Sec. 58-238. Establishment of formula.

For the purpose of computation of the strength charge established by section 58-237, there is hereby established, approved and adopted in compliance with the Act the same strength charge formula designated in Resolution No. 76-172, adopted by the governing body of the commission on June 15, 1976, such formula being based upon pollution qualities and difficulty of disposal of the sewage produced through and evaluation of pollution qualities and quantities in excess of an annual average base and the proportionate costs of operation and maintenance of waste treatment services provided by the commission.

(Code 1977, § 15-803)

Sec. 58-239. Payment.

It is hereby approved, adopted and established that the strength charge established by section 58-237 shall be paid by each industrial user receiving waste treatment services and subject thereto before the 20th day next succeeding the date of billing thereof to such user by or on behalf of the city, and such payment thereof shall be deemed to be delinquent if not so paid to the billing entity before

such date. Furthermore, it is hereby established, approved and adopted that if such payment is not paid before such date, an industrial user shall pay interest compounded monthly at the rate of two-thirds of one percent per month on the unpaid balance due.

(Code 1977, § 15-804)

Sec. 58-240. Establishment of tax lien.

As provided by Minn. Stats. § 444.075, subd. 3, it is hereby approved, adopted and established that if payment of the strength charge established by section 58-237 is not paid before the 16th day next succeeding the date of billing thereof to the industrial user by or on behalf of the city, said delinquent sewer strength charge, plus accrued interest established pursuant to section 58-239, shall be deemed to be a charge against the owner, lessee and occupant of the property served, and the city or its agent shall certify such unpaid delinquent balance to the county auditor with taxes against the property served for collection as other taxes are collected; provided, however, that such certification shall not preclude the city or its agent from recovery of such delinquent sewer strength charge and interest thereon under any other available remedy.

(Code 1977, § 15-805)

Appendix 8-5

CITY OF CHAMPLIN
ON-SITE SEWER SYSTEMS
JANUARY 1, 2020

DAYTON ROAD
1324
1312

GOOSE LAKE ROAD
11540

FRENCH LAKE ROAD
10550
10610
10785
10830
10951
10975
10085
10900
11060

WEST HAYDEN LAKE ROAD
722
12102
12310

PARKVIEW LANE
704
701

109TH AVENUE
10901

ELM CREEK CROSSING
12651

Councilmember Whalen introduced the following resolution and moved its adoption:

RESOLUTION 98-113

REQUESTING HENNEPIN COUNTY TO ADMINISTER THE CONSTRUCTION OF ALL NEW AND MAINTENANCE OF ALL EXISTING, INDIVIDUAL SEWAGE TREATMENT SYSTEMS

WHEREAS, State Statute requires local units of government to enforce regulations governing individual sewage treatment systems; and

WHEREAS, the City of Champlin would need to contract with qualified personnel to enforce; and

WHEREAS, Hennepin County has offered to enforce those regulations in Champlin at no cost; and

THEREFORE BE IT RESOLVED, by the City Council of the City of Champlin, that the Hennepin County Health Department is hereby authorized to administer Individual Sewage Treatment Systems Regulations in the City of Champlin beginning January 1, 1999.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Sturdevant, and upon vote being taken thereon, the following voted in favor of thereof: Mayor Boynton, Councilmembers Whalen, Molenaar, Sturdevant and Goodman, and the following voted against the same: none, whereupon said resolution was passed this 10th day of November, 1998.

Steven E. Boynton, Mayor

Attest:

JoAnne Brown, City Clerk

www.Hennepin.us | Your Connection to Hennepin County, Minnesota.

Appendix 8-7

Ordinance # 19 Individual Sewage Treatment System Standards

ORDINANCE NUMBER 19
INDIVIDUAL SEWAGE TREATMENT SYSTEMS STANDARDS FOR HENNEPIN COUNTY

Adopted by the

Hennepin County Board of Commissioners

of Hennepin County, Minnesota

September 28, 1999
Amended on June 5, 2001

TABLE OF CONTENTS

SUBDIVISION 1 General Provisions
SUBDIVISION 2 Definitions
SUBDIVISION 3 Standards Adopted by Reference
SUBDIVISION 4 Jurisdiction
SUBDIVISION 5 Administration by the Health Authority
SUBDIVISION 6 Permitting
SUBDIVISION 7 Construction Inspections
SUBDIVISION 8 Existing Systems
SUBDIVISION 9 Violations
SUBDIVISION 10 Additional Standards for Health and Environmental Protection
SUBDIVISION 11 Enforcement
SUBDIVISION 12 Fees
SUBDIVISION 13 Severability
SUBDIVISION 14 Effective Date

The Hennepin County Board of Commissioners does hereby adopt this Ordinance establishing county-wide standards for the regulation of Individual Sewage Treatment Systems (ISTS) pursuant to Minn. Stat. § 115.55 and Minn. Rules Chapter 7080.

SUBDIVISION 1: GENERAL PROVISIONS.

1.1 Purpose. This ordinance is enacted to provide minimum standards for the regulation of individual sewage treatment systems (ISTS) including: their proper location, design and construction; their necessary modification and reconstruction; their operation, maintenance and repair for the purpose of protecting surface water and groundwater from contamination by human sewage and waterborne household and commercial wastes; the protection of the public's health and safety; and the elimination and prevention of the development of public nuisances, pursuant to the authority granted under Minn. Stat. Chapters 115 and 145A and Minnesota Rules Chapter 7080 and as amended that may pertain to sewage and wastewater treatment.

1.2 Objectives. The principal objectives of this Ordinance are as follows:

1.21 The protection of Hennepin County's lakes, rivers and streams, wetlands, and groundwater essential to the promotion of public health, safety, welfare, socioeconomic growth and development of the County in perpetuity.

1.22 The regulation of proper ISTS construction, reconstruction, repair and maintenance to prevent the entry and migration of contaminants, thereby ensuring the non-degradation of surface water and groundwater.

1.23 The establishment of minimum standards for ISTS placement, design, construction, reconstruction, repair and maintenance to prevent contamination and, if contamination is discovered, the identification and control of its consequences and the abatement of its source and migration.

1.24 The appropriate utilization of privy vaults and other non-water carried ISTS.

1.25 The prevention and control of water-borne disease, lake degradation, groundwater related hazards, and public nuisance conditions through technical assistance and education, plan reviews, inspections, ISTS surveys and complaint investigation.

SUBDIVISION 2: DEFINITIONS.

2.1 Health Authority. The Hennepin County Community Health Department and its designated agent who shall be a qualified employee or licensee.

2.2 Non-Standard Systems. ISTS that are Alternative, Performance or Other Systems as described in Minnesota Rules, parts 7080.0172, 7080.0178 and 7080.0179.

2.3 Other Establishment. Any private or public structure, other than a dwelling, that generates sewage having characteristics other than residential-type waste or has an average waste flow greater than 2,000 gallons per day and discharges to an individual sewage treatment system.

2.4 Owner. The fee owner(s) and, if applicable, the contract-for-deed purchaser. Ownership interests shall be determined by reference to the records of Hennepin County. The owner of each lot served by an ISTS is responsible for the lawful operation and maintenance of each ISTS.

2.5 Standard System. ISTS designed and installed in accordance with the construction standard specified in Minnesota Rules, Chapter 7080.0060-7080.0170.

SUBDIVISION 3: STANDARDS INCORPORATED BY REFERENCE.

3.1 This Ordinance hereby incorporates by reference Minnesota Rules Chapter 7080, sections 7080.0020; 7080.0060; 7080.0065; 7080.0110; 7080.0115; 7080.0120; 7080.0125; 7080.0130; 7080.0150; 7080.0160; 7080.0170; 7080.0170, subpart 2, item C, subitem (1), unit (b), Table Va; 7080.0172; 7080.0175; 7080.0176; 7080.0178; and 7080.0179 being the sections containing the technical standards and criteria contained in the "Individual Sewage Treatment Systems Program."

SUBDIVISION 4: JURISDICTION.

4.1 Municipalities. Municipalities in Hennepin County that elect to regulate Individual Sewage Treatment Systems shall do so pursuant to Minnesota Rules, Chapter 7080.0305-7080.0315. Municipalities that elect to assume or abandon ISTS jurisdiction shall:

A. Provide verification to the Health Authority of its intention to assume or abandon jurisdiction of Individual Sewage Treatment Systems by submitting a resolution of the City Council or authorized governmental official to the Health Authority at least one year in advance of the first of January of any given calendar year, or with approval of the Health Authority.
B. In the event of abandonment of jurisdiction, agree to cooperate with the Health Authority in the transfer of responsibility including timely transfer of all records maintained by the municipality.

SUBDIVISION 5: ADMINISTRATION BY THE HEALTH AUTHORITY.

5.1 The Health Authority shall have the following duties and responsibilities:

A. To review all applications for ISTS.
B. To issue all required permits.
C. To conduct construction inspections and to perform all necessary tests to determine its conformance with this Ordinance.
D. To investigate complaints regarding ISTS.
E. To perform compliance inspections and to issue Certificates of Compliance or Notices f Noncompliance where appropriate.
F. To issue Stop Work Orders and Notices of Violation pursuant to this Ordinance.
G. To take complaints to the Municipal or County Attorney for violations of this Ordinance.
H. To maintain proper records for ISTS including site evaluation records, design records including calculations and summaries for all system component sizings and as-builts, complaints on noncompliance, compliance inspections, site evaluations, applications and exhibits, variance requests, issued permits, Certificates of Compliance, and enforcement proceedings.
I. To submit annual reports to the MPCA to demonstrate enforcement of this Ordinance per Chapter 7080.0310.

5.2 Neither the issuance of permits, Certificates of Compliance nor Notices of Noncompliance as requested or issued shall be construed to represent a guarantee or warranty of the system's operation or effectiveness. Such certificates signify that the system in question is or has been designed and installed in compliance or non-compliance with the provision of these standards and regulations.

SUBDIVISION 6: PERMITTING.

6.1 Required Permits. A permit from the Health Authority is required before any ISTS in Hennepin County's jurisdiction is installed, replaced, abandoned, altered, repaired or extended. Installation, replacement, alteration, repair, or extension of an ISTS shall not begin prior to the receipt of a permit from the Health Authority for each specific installation, replacement, alteration, repair or extension pursuant to this Ordinance. Such permits are not transferable as to person or place. Such permits shall expire 12 months after date of issuance. Upon request of an inspector, permits shall be provided by the permittee at the time of inspection.

6.2 Permits Not Required. Permits shall not be required for the following activities:

A. Repair or replacement of pumps, floats or other electrical devices of the pump.
B. Repair or replacement of baffles in the septic tank.
C. Installation or repair of inspection pipes and manhole covers.
D. Repair or replacement of the line from the building to the septic tank.
E. Repair or replacement of the line from the septic tank or pump chamber to the distribution box or lines.

6.3 Permit Application. All applications for an ISTS permit shall include the following information:

A. Name and address of property owner.
B. Property identification number.
C. Legal description of the property.
D. ISTS Designer name, address, telephone number and State MPCA license number; (or Health Authority qualified employee name and number).
E. ISTS Installer name, address, telephone number and MPCA license number.
F. Site evaluation report on forms approved by the Health Authority.
G. System design with full information including applicable construction information on forms approved by the Health Authority.
H. The location of at least one designated additional soil treatment area that can support a standard soil treatment system on lots created after January 23, 1996.
I. Any other information requested pertinent to the process.
J. A certified statement from the person who conducted the work.

6.4 Additional Requirements for the Permitting of Non-Standard Systems. Non-standard systems shall only be permitted if all of the requirements of Minn. Rules, Chapter 7080.0172, 7080.0178 and 7080.0179 and the following:

A. The Health Authority agrees that a Standard System cannot be installed;
B. Reasonable assurance of performance of the system, as determined by the Health Authority, is submitted by the Designer;
C. An operating permit has been approved by the Health Authority; and
D. A water meter is installed to monitor flow.
E. If a non-standard system reduces the vertical separation distance between the bottom of the distribution medium to saturated soil or bedrock from three feet, the following must be met:

1. A minimum of one foot of unsaturated soil must be present;
2. Additional nutrient removal may be required by the Health Authority for sensitive environments or high strength wastes;
3. For one to three feet of unsaturated soil, total fecal coliform levels shall not exceed an average of 2,000 colonies per 100 ml of effluent; and
4. The performance system must be installed with an alarm device that warns that the system has failed, so untreated sewage cannot reach the distribution medium.

6.41 Operating Permit. The Health Authority shall issue and enforce an operating permit for all non-standard systems. The operating permit shall be valid for twelve months and renewed by the expiration date. The Health Authority shall review all required monitoring data submitted from the previous year and the renewal application before approving any subsequent operating permits. An operating permit shall include:

1. A detailed description of the operation, maintenance, and monitoring necessary to ensure both continued system performance as designed and protection of public health and the environment for the life of the system;
2. A requirement that the person responsible for monitoring notify the Health Authority when monitoring plan requirements are not met; and
3. The signatures of the system designer and owner.

6.42 Monitoring Plans. All sampling methods and analysis techniques shall be performed in accordance with Standard Methods. The monitoring plan shall be developed and approved prior to issuance of a permit and provide the following:

1. The parameters for sampling, sample type, sampling location and frequency for monitoring;
2. The sample parameter compliance limits or boundaries;
3. The reporting frequency, not less than annually;
4. The flow or water usage measurements;
5. The signature of the person responsible for conducting the monitoring and reporting to the Health Authority; and
6. A mitigation plan detailing actions to be taken if the system fails to meet the expectations established by the monitoring plan requirements. The mitigation plan shall detail possible component failures, corrective actions, person responsible for mitigation, and estimated cost of correction.

6.43 The results of the monitoring of a Non-Standard System shall be submitted in accordance with the approved monitoring plan to the Health Authority annually, no later than the expiration date of the operating permit. If monitoring results do not meet the monitoring plan requirements, then the person responsible for conducting the monitoring shall notify the Health Authority within 10 calendar days. Monitoring plans may be modified as necessary with approval by the Health Authority.

6.5 Individuals Constructing Their Own ISTS. A license is not required for an individual who is constructing a Standard System on land that is owned or leased by the individual and functions solely as a dwelling or seasonal dwelling for that individual. The ISTS shall be designed by a Minnesota Pollution Control Agency licensed Designer I or II.

6.6 Application Review and Determination. If after consideration of the application for a permit, the Health Authority determines that the proposed work complies with provision of this Ordinance, the Health Authority shall issue a written permit granting preliminary approval authorizing initiation of the work as proposed. If the Health Authority determines that the proposed work will not comply with the provisions of this Ordinance, the Health Authority shall deny the permit application. The permit application may be revised or corrected and resubmitted to the Health Authority for reconsideration.

6.7 Variances. Variances to wells and water supply lines require approval from the Minnesota Department of Health. The Health Authority may grant variances to the technical standards and criteria of Minnesota Rules, Chapter 7080 or this Ordinance, if the system meets the requirements of part 7080.0172, 7080.0178, 7080.0179 and this Ordinance. All requests for a variance shall be requested in writing to the Health Authority on forms approved by the Health Authority.

SUBDIVISION 7: CONSTRUCTION INSPECTIONS.

7.1 Requirements. Compliance inspections shall be conducted by the Health Authority anytime an ISTS is installed, replaced, altered, repaired, or extended. The installation and construction of the ISTS shall be in accordance with the permit requirements and application design. If any ISTS component is covered before being inspected by the Health Authority, it shall be uncovered if so ordered by the Health Authority. Proposals to alter the permitted construction shall be reviewed and the proposed change accepted by the Health Authority prior to construction. Inspections shall be conducted at least once during the construction that is prior to covering of the ISTS to assure that the system has been constructed per the submitted and approved design.

7.2 Inspector. Compliance inspections for construction, replacement, alteration or repair work on ISTS shall be conducted by the Health Authority.

7.3 Request for Inspection. It shall be the duty of the permittee to notify the Health Authority of the date and time the inspection is requested at least 24 hours (excluding weekend days and holidays) preceding the requested inspection time. If the permitee provides proper notice as described above and the Health Authority does not appear for an inspection within two hours after the time scheduled, the

permitee may complete the installation and submit an As-built for the system.

7.4 Access to Premises and Records. Upon the request of the Health Authority, the applicant, owner, permittee or any other person shall allow access at any reasonable time to the affected premises as well as any related records, for the purposes of regulating and enforcing this Ordinance. If entry is refused, the Health Authority shall have recourse to the remedies provided by law to secure entry. No person shall hinder or otherwise interfere with the Health Authority in the performance of their duties and responsibilities pursuant to the enforcement of this Ordinance. Refusal to allow reasonable access to the Health Authority shall be deemed a separate and distinct offense, whether or not any other specific violations are cited.

7.5 Stop Work Orders. Whenever any ISTS work is being done contrary to the provisions of this Ordinance, the Health Authority may order the work stopped by verbal or written notice served upon the installer or the owner of the land. All installation and construction shall cease and desist until subsequent authorization to proceed is received from the Health Authority.

7.6 As-builts. As-builts shall only be accepted for Standard Systems. As-builts shall be submitted to the Health Authority within five (5) working days of completion of the work on the ISTS on forms provided or approved by the Health Authority. The As-built shall include photographs of the system prior to covering and a certified statement that the work was installed in accordance with submitted design and permit conditions and that it was free from defects. If an As-built is not submitted, the Health Authority may require the uncovering of the system for inspection.

7.7 Inspection Reports. A Certificate of Compliance or Notice of Noncompliance shall be prepared by the Health Authority following an inspection or review of As-builts submitted in accordance with Section 7.6. A Certificate of Compliance or Notice of Noncompliance shall include a signed statement by the inspector identifying the type of ISTS inspected and whether the system is in compliance with Minnesota Rules Chapter 7080.0060. A copy of the Certificate of Compliance or Notice of Noncompliance shall be provided to the property owner within 30 days of the compliance inspection and a copy kept on file with the Health Authority.

7.71 Certificates of Compliance issued by the Health Authority for new construction and replacement shall be valid for five (5) years from the date of the compliance inspection or As-built certification unless the Health Authority or licensed inspector identifies the system as an Imminent Public Health Threat.

7.72 Notices of Violation may be issued with Notices of Noncompliance when the Health Authority determines that new construction, replacement or repairs are not in compliance with this Ordinance.

SUBDIVISION 8: EXISTING SYSTEMS.

8.1 Requirements. The Health Authority shall require a compliance inspection of an existing system whenever:

A. In designated Shoreland Management or Wellhead Protection Areas, an application for any type of building or land use permit is made.
B. The Health Authority deems a compliance inspection necessary, including, but not limited to, upon receipt of information of a potential ISTS failure or Imminent Health Threat.
C. An additional bedroom on the property is requested. If a request for an additional bedroom is received between November 1 and April 30, the governing municipality may issue a building permit immediately with the contingent requirement that a compliance inspection of the existing ISTS shall be completed by the following June 1.
D. Any addition or remodel of a licensed food, beverage, or lodging establishment or any Other Establishment where the sewage treatment system's designed flow may be effected.

8.2 Inspector. Only the Health Authority or licensed Designer I or Inspector, shall conduct an inspection when a compliance inspection is required for an existing ISTS.

8.3 Existing Systems in Compliance with the Two-foot Rule. An existing system installed before April 1, 1996 shall be considered in compliance with the technical standards of MN Rules 7080 and need not be upgraded if the following conditions exist:

A. The system is not an Imminent Public Health Threat.
B. The system has at least two feet of vertical separation between the bottom of the distribution medium and seasonally saturated soil as indicated by mottling or other indicators.
C. The system is not in a Shoreland Designated Area.
D. The system is not in a Wellhead Protection Area.
E. The system is not serving a food/beverage/lodging facility.

8.4 Inspection Reports. A copy of the Certificate of Compliance or Notice of Noncompliance resulting from a compliance inspection shall be provided to the property owner and the Health Authority within 30 calendar days of inspection.

8.41 Certificates of Compliance issued by a licensed ISTS Inspector for an existing system shall be valid for three (3) years from the date of the compliance inspection unless the Health Authority or licensed inspector identifies the system as an Imminent Public Health Threat.

8.42 A Notice of Noncompliance shall be issued in the following circumstances and the conditions noted in violation of this Ordinance shall be remedied as follows:

A. An ISTS determined to be failing shall be upgraded, replaced, or repaired in accord with Minnesota Rules Chapter 7080.0060, within three (3) years, or its use is discontinued. The Health Authority, at its discretion, may grant an extension of an additional two (2) years.
B. An ISTS posing an imminent threat to public health or safety shall be upgraded, replaced or repaired within 10 months. The Health Authority will give consideration to weather conditions in determining compliance dates. If an ISTS is determined to be a public health nuisance by the Health Authority, the Health Authority may order the owner of the ISTS to cease use immediately and not allow use of the ISTS until it is corrected in accordance with the

recommendations of the Health Authority.

SUBDIVISION 9: VIOLATIONS.

9.1 Cause to Issue a Notic e of Violation. Noncompliance with this Ordinance by an applicant, permittee, installer or other person, as determined by the Health Authority, shall constitute a violation.

9.2 Serving a Notice of Violation. The Health Authority shall serve, in person or by mail, a Notice of Violation upon any person determined to be not in compliance with this Ordinance.

9.3 Contents of a Notice of Violation. A Notice of Violation shall contain the following:

A. A statement documenting the findings of fact determined through inspections, reinspection or investigation.
B. A list of specific violation or violations of this Ordinance.
C. The specific requirements for correction or removal of the specified violation(s).
D. A mandatory time schedule for correction, removal and compliance with this Ordinance.

9.4 Notification of MPCA. The Health Authority shall in accordance with state law notify the MPCA of any inspection, installation, design, construction, alteration or repair of an ISTS by a licensed person or any pumping by a licensed pumper performed in violation of the provisions of this Ordinance.

SUBDIVISION 10: ADDITIONAL STANDARDS FOR HEALTH AND ENVIRONMENTAL PROTECTION.

10.1 Siting of an ISTS. Notwithstanding any state or federal requirements, the separation distance from an ISTS to a Type 3, 4, 5 or 6 wetland shall be no less than fifty (50) feet.

10.2 Warrantied Systems. Warrantied systems, as described in Minn. Stat., Chapter 115.55, subd. 8, are prohibited.

10.3 Maintenance Report. The owner of an ISTS or an owner's agent who measures or removes accumulations in accordance with Minn. Rules 7080.0175B shall submit records to the Health Authority of all pumping activities.

SUBDIVISION 11: ENFORCEMENT.

11.1 Any person, firm, corporation or other entity who violates any of the provisions of this Ordinance or who makes any false statement on a Certificate of Compliance, shall be guilty of a misdemeanor, punishable by imprisonment or a fine or both, as defined by law. Each day in violation may constitute a separate violation.

11.2 In the event of a violation of this Ordinance, in addition to other remedies, the County or Municipal Attorney may institute appropriate actions or proceedings to prevent, restrain, correct or abate such violations.

SUBDIVISION 12: FEES. The Hennepin County Board shall from time to time establish fees for activities undertaken by the Health Authority pursuant to this Ordinance. Fees shall be due and payable at a time and in a manner to be determined by the Health Authority.

SUBDIVISION 13: SEVERABILITY. If a provision or application of this Ordinance is held invalid, that invalidity shall not affect other provisions or applications of this Ordinance.

SUBDIVISION 14: EFFECTIVE DATE. This ordinance shall take effect June 5, 2001.

Passed by the Board of County Commissioners of Hennepin County, Minnesota, this 5th day of June, 2001

This ordinance was current when published on this web site. To be certain that it has not been amended, contact the Hennepin County Human Services and Pulbic Health Department at the email address shown on the right.

Appendix 8-8

ELECTRIC PUMP

200 West 88th Street, Suite #1
Bloomington, MN 55420

Telephone (952) 884-5394 • Toll Free 1-800-536-5394
Fax (952) 884-3239

Sold to: City of Champlin
11955 Champlin Drive
Champlin, MN 55316

Tag: Lift Station #2

Scope of Materials

Pump & Accessories:

Two	(2)	Flygt CP 3140, 481 impeller, 15 HP, 480 volt, 3 phase explosion proof submersible pumps capable of 380 GPM at 75'TDH with 40'power cords and leakage sensors
Two	(2)	4" base discharge elbows with lower guide pipe holders
Two	(2)	2" upper guide brackets
Two	(2)	2"x6" intermediate guide brackets
Two	(2)	27' lengths of stainless steel chain with shackles
One	(1)	30"x48" access hatch with channel drain, torsion bar, and padlock staple
One	(1)	36"x50" access hatch with channel drain, torsion bar, and padlock staple
One	(1)	Stainless steel cable rack
Two	(2)	Flygt MiniCAS leakage sensing relays to be mounted in controls
One	(1)	Certified Flygt startup

Warranty:

One	(1)	Lot of standard 5 year warranty on pumps and accessories

O & M Manuals:

Three	(3)	Sets of operation & maintenance manuals (including pump parts lists)

#3

ELECTRIC PUMP

200 West 88th Street, Suite #1
Bloomington, MN 55420

Telephone (952) 884-5394 • Toll Free 1-800-536-5394
Fax (952) 884-3239

Sold to: Carl Bolander & Sons
251 Starkey Street
St. Paul, MN 55107

Tag: Pump Station #3 Upgrade
Champlin, MN

Scope of Materials

Flygt Submersible Centrifugal Pumps

Two	(2)	Flygt CP 3085-434, 3HP 230V 3-phase explosion proof submersible pumps capable of 323GPM at 21.8'TDH with 40' power cords and leakage sensors.
One	(1)	Flygt Mix Flush Valve to be mounted on one pump
Two	(2)	Flygt 4" base discharge elbows with lower guide pipe holders
Two	(2)	2" SS upper guide brackets
Two	(2)	2"x6" SS intermediate guide brackets
Two	(2)	25' lengths of stainless steel chain with shackles
One	(1)	Stainless steel cable rack
Two	(2)	Flygt 120V MiniCAS leakage sensing relays
One	(1)	Certified startup

Warranty:

One	(1)	Lot of standard 5 year warranty on pumps and accessories

O & M Manuals:

Four	(4)	Sets of operation & maintenance manuals (including pump parts lists)

LIFT STATION #4

Year: new 2002

Pump 1 KRT F80-200/34XG	**Pump 2 KRT F80-200/34XG**
Serial # 887102	**Serial # 884561**
185 impeller	**185 impeller**
5 HP	**5 H.P**
230 volt 15.4 FLA	**230 volt 15.4 FLA**
3 phase	**3 phase**
312 G.P.M	**312 G.P.M**
30' T.D.H	**30' T.D.H**
1750 RPM	**1750 RPM**
4" base discharger elbow	**4" discharger elbow**

Control Panel	**Control Panel**
Serial #	**Serial # 884561**

#5

Quality Flow Systems, Inc.

800 6th Street NW
New Prague, MN 56071

Phone: (952) 758-9445
Fax: (952) 758-9661

Sold To: **Minger Construction**
620 Corporate Drive
Jordan, MN 55352

Ship To: **(Please Advise)**

TAG: **Champlin, MN**
Lift Station 5 Improvements

SCOPE OF MATERIALS

Two (2) "KSB" Model KRT NF80-220/044 (190imp.) 5 hp, 208/3, submersible pump designed to deliver 345 GPM @ 25' TDH. Each pump to include the following:

- 5 hp, 208/3, 1750rpm, electric motor (16 FLA)
- Over temperature protection (bi-metallics)
- Leakage sensor
- 4" base discharge elbow w/ 4" x6" flg. eccentric reducers
- 50' submersible power cable (2/3 max o.d.)
- 20' length of ¼ SS lifting chain and shackle
- 2" stainless steel guide pipe
- Complete 316 SS guide rail system consisting of:
  - Upper guide pipe bracket (SS construction)
  - Intermediate guide pipe bracket (2" Sch. 40 SS guide pipe x 6" DIP riser pipe)
  - 2" Sch-40 SS guide pipe

One (1) Plastic coated cable rack (for supporting pump and control cords)

One (1) SS J-hook (for support of pump lifting chain)

One (1) "Quality Control and Integration" NEMA 3X, pad mounted, 304SS, duplex control panel for operation on 208/3 4-wire incoming service

One (1) "Halliday" Model HIR 30"x 48" single door aluminum access cover (H20 construction rating)

One (1) "Halliday" Model HIR 30"x 48" single door aluminum access cover (H20 construction rating)

LIFT STATION #6

Year: new 1979
Pump 1 newly installed 2013

Pump 1	**Flygt CP3085.183**	**Pump 2**	**KRT F80-200/24XG**
Serial #	**1320969**	**Serial #**	**880108**
Impeller	**436**	**Impeller**	**175mm**
3 HP		**3.4 HP**	
230 volt	**8.7 FLA**	**230 volt**	**7.1 FLA**
1 phase		**1 phase**	
G.P.M		**G.P.M**	
T.D.H		**T.D.H**	
' power cord		**' power cord**	
Oil Change 1.1 qts		**Oil Change .5 qts**	

Both pumps were received in 2004 when new control panel was installed so that they would work with V.F.D. for higher ramping

Control Panel Electric Pump new 2004
V.F.D are ABB – ACS 140 AC for speed control from ½ h.p. to 3.hp
Depth of wet well
top elevation ft base elevation ft

Miscellaneous: estimated down time before backups occur:

LIFT STATION #7

Year: new 2006

Pump 1 Flygt CP3127	**Pump 2 Flygt CP3127**
Serial # NO TAG ON PUMP	**Serial # 8680657**
Impeller 483	**Impeller 483**
10 H.P	**10 H.P**
230 volt 26 FLA	**230 volt 26 FLA**
3 phase	**3 phase**
200 G.P.M	**200 G.P.M**
70' T.D.H	**705' T.D.H**
60' power cord	**60' power cord**
4" base discharger elbow	**4" discharger elbow**
1750 R.P.M	**1750 R.P.M**

Control Panel - Consolidated Electric Co.	**Control Panel – Consolidated Electric Co.**
Serial #	**Serial #**
Short circuit protection	**Type**
Overload protection	
Depth of wet well ft	
top elevation ft	**base elevation ft**

Lift station 7 is equipped with by pass capabilities, also is set up with an "add-a-phase" power converter

Miscellaneous: estimated down time before backups occur:

#8

ELECTRIC PUMP

9700 Humboldt Ave. So.
Minneapolis, MN 55431

Telephone (952) 884-5394 • Toll Free 1-800-536-5394
Fax (952) 884-3239

Sold to: City of Champlin Public Utilities
Attn: Mike Bramwell
11955 Champlin Drive
Champlin, MN 55316

Tag: Lift Station Improvements – Georgia Street

Scope of Materials

Pump & Accessories:

Two	(2)	Flygt NP 3171, 435 impeller, 25 HP, 1750 RPM, 460 volt, 3 phase Pump designed to meet or exceed design condition of 890 GPM @ 65' TDH.
One	(1)	Lot of electrical modification to include Flygt leakage sensing modules and starter overloads.
Two	(2)	6x8 Flygt discharge elbows
Two	(2)	Flygt Mix-Flush valve
Two	(2)	2" upper guide bracket
Two	(2)	33' lengths of stainless steel chain with clevis
Eight	(8)	Lengths of 2" stainless steel guide pipe

Wet Well Cover

One	(1)	Concrete cover with cast in place Safe-Hatch access cover

Warranty:

One	(1)	Lot of standard 5 year warranty on pumps and accessories

O & M Manuals:

Four	(4)	Sets of operation & maintenance manuals (including pump parts lists)

#9

WALDOR PUMP
& EQUIPMENT CO.
9700 HUMBOLDT AVE. SO.
MINNEAPOLIS, MN 55431
PHONE (612) 884-5394 **FAX (612) 884-3299**

July 28, 1993

Sold to: Kenko Construction
1694 91st Avenue NE
Blaine, MN 55449

Ship to: **PLEASE ADVISE**

Tag: Champlin, MN
109th Avenue N/SE Area Improvements
Section 4120 - Lift Station

SHOP DRAWING REVIEW

REVIEW IS FOR GENERAL COMPLIANCE
WITH CONTRACT DOCUMENTS
NO RESPONSIBILITY IS ASSUMED FOR
CORRECTNESS OF DIMENSIONS OR DETAILS

NO EXCEPTIONS TAKEN	✓
MAKE CORRECTIONS NOTED	
AMEND & RESUBMIT	
REJECTED — SEE REMARKS	

MAIER STEWART and ASSOC.
CONSULTING ENGINEERS
Date 7-11-94 By Paul Beth

Scope of Materials

Pump & Accessories:

Two (2) "Flygt" CP3127X-485, 240/3, 7.5 HP, 20.0 FLA explosion proof submersible sewage pumps each complete with:
- 40' of #10/3-2-1 GC power and control cord (.84" O.D.)
- built-in thermal overload protection (to be interfaced with controls)
- built-in FLS leakage sensors
- #485 impeller (140 gpm @ 51'TDH)
- FM Label for explosion-proof rating (Class 1 Division 1 Groups C & D)

Two (2) 4" base discharge elbows with lower guide pipe holder.
Two (2) 2" upper guide pipe support brackets. **Note:** Guide pipes by others.
Two (2) 2" x 4" stainless steel intermediate guide pipe brackets.
Two (2) 21' length of 1/4" galvanized lifting chain with fitting shackles. (to pump handle.)

Access Cover & Frame:

One (1) (36" x 48") single-leaf aluminum access cover and frame complete with the following:
- 1/4" checkered plate single leaf cover
- 300# load rating throughout
- stainless steel hardware & locking hasp
- hold-open arm

One (1) Plastic-coated cable rack.
One (1) S.S. lifting chain anchoring J-hook

Float Switch:

One (1) "Anchor Scientific" Roto Float float switch with 40' of cord.

City of Champlin, MN

Capital Improvement Program

2020 thru 2029

PROJECTS BY FUNDING SOURCE

Source	#	Priority	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
SEWER REVENUE													
VACTOR/JETTER	SEW-007	n/a	420,000										*420,000*
SANITARY SEWER REHABILITATION	SEW-023	n/a		460,000		480,000		500,000					*1,440,000*
PUMP SERVICE PROGRAM	SEW-024	n/a		10,000	10,000		10,000		30,000	30,000	10,000		*100,000*
LIFT STATION 7	SEW-027	n/a					250,000						*250,000*
LIFT STATION #8 DROP MANHOLE	SEW-029	n/a					100,000						*100,000*
LIFT STATION CONTROL & MONITORING UPGRADE	SEW-042	n/a									45,000		*45,000*
SANITARY MANHOLE REPLACEMENT	SEW-043	n/a	25,000	25,000	25,000								*75,000*
LIFT STATION VFD R & R	SEW-044	n/a		8,000						10,000			*18,000*
FIBER COMMUNICATION FOR SCADA	SEW-045	n/a			100,000					100,000			*200,000*
RECONSTRUCT GARFIELD AVENUE	ST & UTIL-02	n/a	122,700										*122,700*
CHAMPLIN HEIGHTS ADDITION	ST & UTIL-04	n/a	380,000										*380,000*
CONST OF 120TH AVE KENTUCKY AVENUE	ST & UTIL-07	n/a										2,200	*2,200*
MILL/OVERLAY MISSISSIPPI DRIVE	ST MILOVR-23	n/a							149,800				*149,800*
MILL/ OVERLAY WEST RIVER PARKWAY	ST MILOVR-25	n/a				24,000							*24,000*
MILL/OVERLAY VALLEY FORGE LANE	ST MILOVR-28	n/a								10,000			*10,000*
MILL/OVERLAY HILLSBORO AVE/INDEPENDENCE AVE	ST MILOVR-31	n/a							28,600				*28,600*
MILL/OVERLAY 114TH AVENUE	ST MILOVR-33	n/a									26,000		*26,000*
MILL/OVERLAY GEORGIA AVE S OF 117TH AVE	ST MILOVR-34	n/a								58,300			*58,300*
MILL/OVERLAY HEATHERS ESTATES	ST MILOVR-35	n/a										26,700	*26,700*

Source	#	Priority	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
MILL/OVERLAY ZANE AVENUE AREA E OF DOUGLAS DR	ST MILOVR-38	n/a						168,700					168,700
MILL/OVERLAY XENIA AVENUE AREA	ST MILOVR-39	n/a					58,200						58,200
MILL AND OVERLAY ON CARTWAY COURT	ST MILOVR-40	n/a										6,800	6,800
MILL & OVERLAY IN VIRGINIA AVE & 119TH AVE AREA	ST MILOVR-41	n/a					45,000						45,000
MILL & OVERLAY MARYLAND/OREGON AREA S 114TH AVE	ST MILOVR-43	n/a		46,600									46,600
AREA S OF 114TH AVE & E OF WINNETKA AVE	ST MILOVR-44	n/a			58,200								58,200
KIMBALL DR/INDEPENDENCE-CARTWAY	ST MILOVR-53	n/a										6,800	6,800
MILL POND EST, CHAMP DR/ELM CRK/CARTWAY	ST MILOVR-55	n/a										20,000	20,000
SUNBLATTS PK & S, STHLND ACR 6/8 ADD	ST MILOVR-57	n/a	28,400			31,900							60,300
XYLON/UTAH/VIRGIINIA/113TH	ST MILOVR-58	n/a				131,200							131,200
BARTUSCH ADDN, HELMER ADDN	ST MILOVR-59	n/a				69,900							69,900
CHAMPLIN & NICOLES ESTATES	ST MILOVR-60	n/a									48,300		48,300
DEAN AVE: INDEPENDENCE TO TH 169	ST MILOVR-65	n/a							10,000				10,000
BROOKLYN HEIGHTS	ST MILOVR-68	n/a			30,000								30,000
HIDDEN OAKS LANE AREA	ST MILOVR-71	n/a		56,600									56,600
WOODS TRAIL AREA	ST MILOVR-72	n/a			71,600								71,600
HILLSBORO AVE AREA	ST MILOVR-73	n/a		46,700									46,700
PLEASANT & ZEALAND AREAS	ST MILOVR-74	n/a					51,700						51,700
RECONST DOWNS RD	ST RECSTR-12	n/a		6,700									6,700
DEAN AVE - INDEPENDENCE TO CARTWAY	ST RECSTR-17	n/a		41,230									41,230
RECONST STREET LAKESIDE TR/HILLSIDE DRIVE	ST RECSTR-21	n/a		40,000									40,000
TILDEN AVE/SARATOGA, UNION TERRACE TO REVERE LN	ST RECSTR-29	n/a	517,100										517,100
GHOSTLEY STREET SOUTH OF DEAN AVE	ST RECSTR-30	n/a										3,300	3,300
ELM CRK TERR/INDEPENDENCE, S TRUSSEL	ST RECSTR-34	n/a			43,600								43,600
PARKSIDE TRAIL	ST RECSTR-56	n/a			35,000								35,000
E HAYDEN LAKE ROAD	ST RECSTR-62	n/a									13,600		13,600
STRM SWR FRENCH LK RD NEW DEVELOP NW OF POND	STM SEWR-18	n/a			50,000								50,000

Source	#	Priority	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
GPS	WAT-077	n/a		3,750									*3,750*
WASH DOWN & FILL STATION	WAT-104	n/a	25,000										*25,000*
SEWER REVENUE Total			**1,518,200**	**744,580**	**423,400**	**737,000**	**514,900**	**668,700**	**218,400**	**208,300**	**142,900**	**65,800**	***5,242,180***
GRAND TOTAL			**1,518,200**	**744,580**	**423,400**	**737,000**	**514,900**	**668,700**	**218,400**	**208,300**	**142,900**	**65,800**	***5,242,180***

City of Champlin

N

SANITARY DISTRICTS / MCES

Legend

- MCES Connections
- Sanitary Points
- MCES Trunk
- Sanitary Lines
- Sanitary Districts

MCES #1 - LS #3

DC - 73

DC - 51

DC - 71

DC - 70

MCES LS #1

MCES #1

CAB16 - LS #5

CAB - 20

CAB - 21

CAB - 22

MSEC 1 - LS #2

MSEC 1 - LS #6

CAB - 15A

CAB - 16

CAB - 15B

CAB - 15

CAB 1 - LS #7

CAB 2 - LS #8

CAB - 13

CAB - 14

CAB - 12

CAB - 1

CAB - 8

CAB - 7

CAB - 4

CAB - 10

CAB - 11

CAB - 6

CAB - 5

CAB - 2

CAB - 3

LS #4

CAB - 8

CAB - 69

CAB 19 - LS #9

CAB - 19

CAB - 18

To Maple Grove