

**JOINT POWERS AGREEMENT BETWEEN
THE CITY OF DUNDAS AND THE CITY OF NORTHFIELD
FOR STORMWATER MANAGEMENT**

This **JOINT POWERS AGREEMENT FOR STORMWATER MANAGEMENT** ("JPA") is made this _____ day of _____, 2026 (the "Effective Date"), and is by and between the **CITY OF DUNDAS**, a Minnesota municipal corporation ("Dundas"), and the **CITY OF NORTHFIELD**, a Minnesota municipal corporation ("Northfield"). Dundas and Northfield are collectively referred to as "the Cities" for purposes of this JPA.

RECITALS

1. Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting governmental units or any similar power, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units.

2. Pursuant to Minnesota Statutes § 444.075, subd. 1a, the Cities are each empowered to "build, construct, reconstruct, repair, enlarge, improve, or in any other manner obtain [storm sewer] facilities, and maintain and operate the [storm sewer] facilities inside or outside [their respective] corporate limits."

3. For purposes of the exercise of these powers, pursuant to Minnesota Statutes § 444.075, subd. 1(e), a storm sewer is defined as "storm sewer systems, including mains, holding areas and ponds, and other appurtenances and related facilities for the collection and disposal of stormwater."

4. On June 8, 2026, the Dundas City Council adopted Resolution No. 2026-28, approving the Final Plat of *Dundas Commons*, which contains five lots and three outlots to be used for commercial development, including office and retail space, a car wash, and two restaurants (the "Final Plat").

5. Also on June 8, 2026, the Dundas City Council adopted Resolution No. 2026-30, which is a joint resolution of the Cities requesting concurrent detachment of certain lands from Northfield and annexation of the same lands to Dundas pursuant to Minnesota Statutes § 414.061, which joint resolution was adopted by the Northfield City Council on August 3, 2026, as Resolution No. _____, which concurrent detachment and annexation of the lands identified therein shall be effective on the date the Court of Administrative Hearings issues the order for the same (the "Order").

6. While such detachment and annexation allows for the land included in the Final Plat to be located entirely within a single municipality, it is necessary for stormwater from other lands located in Northfield to flow into a stormwater pond located on Outlot C, as such is identified on the Final Plat.

7. As a condition of approval of the Final Plat, fee title to Outlot C will be conveyed by warranty deed to Dundas for the purposes of, including but not limited to, building, constructing, reconstructing, repairing, enlarging, improving, maintaining, and operating the storm sewer facilities, which shall consist of a storm water pond as depicted on **Exhibit A** to this JPA, and shall be owned, operated, and maintained by Dundas (the "Stormwater Facilities").

8. The Cities wish to jointly exercise their powers utilizing the Stormwater Facilities to manage stormwater in the vicinity of the Final Plat serving properties in the Cities according to the terms and conditions set forth in this JPA.

NOW, THEREFORE, in exchange for good and valuable consideration, of which the receipt and sufficiency are mutually acknowledged, the Cities agree as follows:

1. **Term of Agreement.** This JPA will be effective as of the Effective Date first written above, which shall be the date on which all required signatures are obtained and shall follow the date of the Order (the "Effective Date"). This JPA shall continue until terminated according to Section 5 of this JPA.

2. **Construction of Stormwater Facilities.** At its own cost and expense, the Developer of Dundas Commons (the "Developer") will construct the Stormwater Facilities on Outlot C pursuant to the requirements of the Final Plat approval and those plans and specifications for the same approved by Dundas and reviewed and approved by the Northfield City Engineer, and all in compliance with applicable law, including but not limited to Dundas City Code.

A. Following completion of the Stormwater Facilities by the Developer and acceptance of the same by Dundas, the Stormwater Facilities will be owned, operated, maintained, repaired, and replaced by the City of Dundas at the expense of Dundas, except as provided in Paragraph 4 of this JPA

B. Dundas shall coordinate and consult with the Northfield City Engineer, who shall be notified of, review, and approve any Dundas work on the Stormwater Facilities (the "Dundas work"), except in the case of emergencies where Dundas must act immediately to protect public safety and/or prevent imminent damage to property.

C. For Dundas work the required notice, review and approval period for the Northfield City Engineer shall be at least thirty (30) days prior to commencement of the Dundas work, except for work that will cumulatively exceed \$50,000, in which case, Dundas shall provide at least one (1) year advance notice in order that the Northfield City Council may budget for the expenditure.

D. If the Northfield City Engineer determines during the review period not to approve the Dundas work as proposed, representatives of Dundas and the Northfield City Engineer shall meet and work cooperatively for an additional thirty (30) days to revise the plans and specifications for the Dundas work in order to move such Dundas work forward (the "resolution period").

E. In the event the Northfield City Engineer does not approve the proposed Dundas work following the resolution period, Dundas may appeal such decision for consideration of

approval instead by the Northfield City Council. Such appeal shall be made within fifteen (15) days of a written denial by the Northfield City Engineer following the close of the resolution period.

3. **Right to Convey Stormwater.** Dundas grants to Northfield the right to convey stormwater from Northfield into the Stormwater Facilities as depicted on **Exhibit A.**

4. **Cost Sharing.** Upon at least thirty (30) days notice from Dundas, Northfield will pay to Dundas for use of, and general maintenance and capital repairs to, the Stormwater Facilities twenty eight percent (28%) of the costs incurred and paid by Dundas for the same (the "Northfield Cost Share"). Northfield shall reimburse Dundas for the Northfield Cost Share within thirty (30) days of receipt of an itemized invoice for the same from Dundas. The Dundas reimbursement invoice shall show the total cost of the Dundas work on the Stormwater Facilities and the Northfield Cost Share portion of the same, and shall also include documentation from the Dundas contractor(s) evidencing such costs incurred and paid by Dundas and sought for reimbursement by Northfield. The Northfield City Engineer may request such additional documentation as the Northfield City Engineer deems necessary to allow for a complete accounting of the costs of the Dundas work and the request for payment of the Northfield Cost Share.

5. **Termination.** This JPA shall be in effect for a period of thirty (30) years from the Effective Date and shall automatically renew at five year intervals thereafter unless the Cities sooner mutually agree in writing to terminate this JPA. Such termination shall not be effective until replacement stormwater facilities have been constructed to accommodate the stormwater flow from Northfield, unless otherwise agreed in writing by Northfield.

6. **Maintenance of Stormwater Facilities.**

A. Dundas shall operate, maintain, repair and replace, as applicable, the Stormwater Facilities in accordance the approved plans and specifications, this Agreement, and applicable law and Dundas City Code, as amended, at the Dundas' expense, subject to Paragraph 4 of this JPA. Any act of construction, installation, operation, maintenance, repair or replacement to be performed under this JPA shall be performed in a good and workmanlike manner pursuant to sound engineering practices and in compliance with all applicable governmental requirements, Dundas City Code, the approved plans and specifications, and applicable law and rules.

B. Dundas shall not and shall not allow the deposit or storage any personal property or debris, snow, leaves, litter, or other objects within the Stormwater Facilities or in any manner that will otherwise interfere with the proper operation and maintenance of the Stormwater Facilities, and Dundas shall use reasonable efforts to keep the Stormwater Facilities free of the same or at the request of the Northfield City Engineer.

C. As applicable, Dundas shall maintain and, when necessary, replace approved plants and vegetation set forth in the plans and specifications. Notwithstanding normal plant maintenance, such as pruning, dividing or thinning vegetation, Dundas shall seek review and approval from the Northfield City Engineer before materially altering the plants used as part of or in relation to the Stormwater Facilities. Dundas shall not use any chemicals within the Stormwater

Facilities unless first approved by the Northfield City Engineer and only when necessary for the protection of the Stormwater Facilities or vegetation associated therewith. Dundas shall repair any erosion within or surrounding the Stormwater Facilities. Dundas shall conduct periodic inspections of the Stormwater Facilities during the growing season to ensure the Stormwater Facilities and associated vegetation are maintained in material compliance with the plans and specifications, this JPA, and applicable law and Dundas City Code, as amended. If necessary, or at the request of the Northfield City Engineer, Dundas shall repair the Stormwater Facilities if not in conformance with the standards set forth herein. Repairing landscape and vegetation to maintain a healthy plant community associated with the Stormwater Facilities may include replacement of dead or diseased plants, vegetation or mulch and removal of noxious weeds, litter or other debris.

D. The Northfield City Engineer or their designated representative shall have the right at any reasonable time and without notice to inspect the Stormwater Facilities. Subject to Paragraph 4 of this JPA, the Northfield City Engineer may periodically request maintenance be performed by Dundas, which maintenance shall be performed by Dundas within thirty (30) days of receipt by Dundas of a written request from the Northfield City Engineer.

E. Subject to Paragraph 4 of this JPA, Northfield shall have right of entry onto the Stormwater Facilities at any time in the event of emergencies to perform any work within the Stormwater Facilities where Northfield must act immediately to protect public safety and/or prevent imminent damage to property in Northfield. Dundas shall reimburse Northfield for Seventy Percent (70%) of such costs incurred by Northfield in performing the work on the Stormwater Facilities within thirty (30) days of receipt of an itemized invoice for the same from Northfield.

F. Subject to Paragraph 4 of this JPA, Northfield shall otherwise have right of entry onto the Stormwater Facilities at any reasonable time, but no obligation, to perform the Dundas work in the event Dundas does not timely perform the Dundas work as provided in this JPA. Northfield shall not be subject to or liable for any claims of trespass by Dundas in exercising its rights under this JPA. Dundas shall reimburse Northfield for Seventy Percent (70%) of such costs incurred by Northfield in performing the Dundas work on the Stormwater Facilities within thirty (30) days of receipt of an itemized invoice for the same from Northfield.

7. Indemnification and Insurance.

A. Dundas and Northfield (each one a “party” and collectively, the “parties”) each agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses or damages, including reasonable attorneys’ fees, resulting from the acts or omissions of the respective officers, contactors, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party or performance or failure to perform the duties of the indemnifying party or its officers, contractors, agents, or employees under this JPA. Nothing in this JPA shall constitute a waiver of limitation of any immunity or limitation on liability to which the parties are entitled. Pursuant to Minnesota Statutes § 471.59, subd. 1a(a), as amended, this JPA is intended to be and shall be construed as a “cooperative activity” and it is the intent of the Cities that they shall be deemed a “single governmental unit” for the purposes of liability; provided, however, that each party expressly declines responsibility for the acts or omissions of the other. Nothing in this JPA shall be construed

to waive or limit any immunity from, or limitation on, the liability of either party as provided by law. Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts on excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for any party. This section shall survive any termination or expiration of this JPA and will also remain subject to the liability limitations as provided above.

B. Each party to this JPA shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. Each party shall name the other party as an additional insured for purposes of liability claims that may arise under this Agreement.

8. Miscellaneous.

A. *Notices.* Any notices required by this JPA from one party to the other shall be in writing, and shall be hand delivered to the other party, or mailed to the other party by certified United States Mail, postage prepaid and return receipt requested. Such notices shall be delivered to the following addresses:

If to Dundas: City of Dundas
 ATTN: City Administrator
 100 Railway Street North
 PO Box 70
 Dundas, MN 55019

If to Northfield: City of Northfield
 ATTN: City Administrator
 801 Washington Street
 Northfield, MN 55057

B. *Assignment.* Neither Dundas nor Northfield shall assign, or transfer any rights or obligations under this JPA without the prior written consent of the other party approved by the same individuals who executed and approved this Agreement, or their successors in office.

C. *No Waiver.* No party will be deemed to have waived any portion of this JPA or the exercise of any rights held under this JPA unless such waiver is made expressly in writing.

D. *Severability.* If any provision or term of this JPA for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the terms and conditions of this JPA; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the terms and conditions of this JPA to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this JPA had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of

the parties that they would have executed the remaining portions of this JPA without including any such part or portion which may be hereafter declared invalid.

E. *Signatures/Execution.* Each person executing this JPA on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this JPA and to bind such party with respect to all of its obligations hereunder. This JPA may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this JPA will be as valid as an original signature of such party and will be effective to bind such party to this JPA. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this JPA.

F. *Governing Law.* Dundas and Northfield agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this JPA and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this JPA is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this JPA will be brought solely in the State District Court of the State of Minnesota located in Rice County.

G. *Entire Agreement.* This JPA represents the entire agreement between Dundas and Northfield. This JPA supersedes all prior discussions, licenses, understandings, and other agreements of the parties, oral or written, relating to the terms and conditions of this JPA.

H. *Headings.* The section headings in this JPA are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this JPA.

I. *Incorporation of Recitals and Exhibit.* The Recitals at the beginning of this JPA and **Exhibit A** that is attached to this JPA are each one true and correct and are incorporated into and made part of this JPA.

J. *Modifications/Amendment.* Any alterations, variations, modifications, or amendments of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.

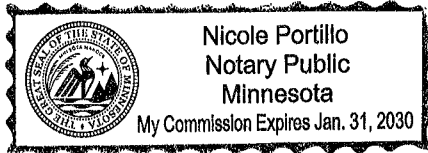
K. *Compliance with Laws.* The parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this JPA. Dundas and Northfield shall work cooperatively to ensure that Dundas City Code meets the requirements of Northfield City Code pertaining to discharge of stormwater from Northfield to the Stormwater Facilities and Dundas shall amend Dundas City Code accordingly and enforce the same in its jurisdiction.

L. *Data Practices.* The parties acknowledge that data collected pertaining to this JPA is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

M. *Survivability.* All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of a party arising prior to the expiration, cancelation or termination of this JPA (whether by completion or earlier termination), shall survive such expiration for a period of six years from the effective date thereof.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the City of Dundas and the City of Northfield have executed this Joint Powers Agreement for Stormwater Management to be effective as of the Effective Date first written above.



(SEAL)

CITY OF DUNDAS

By:

Glenn Switzer, Mayor

and

Jenelle Teppen, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 27 day of July, 2026, by Glenn Switzer and Jenelle Teppen, respectively, the Mayor and City Administrator of the City of Dundas, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



Notary Public

CITY OF NORTHFIELD

By: _____
Erica Zweifel, Mayor

(S E A L)

and

Lynette Peterson, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Erica Zweifel and Lynette Peterson, respectively, the Mayor and City Clerk of the City of Northfield, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

**EXHIBIT A
TO
JOINT POWERS AGREEMENT BETWEEN
THE CITY OF DUNDAS AND THE CITY OF NORTHFIELD
FOR STORMWATER MANAGEMENT**

Depiction of the Stormwater Facilities