REQUEST FOR COUNCIL ACTION

Date: April 10, 2023 Item No.: 10.h

Department Approval

Sity Manager Approval

Item Description:

Approve Ramsey County Ditch 4 Maintenance and Inspection Memorandum

of Agreement

1 BACKGROUND

2 Ramsey County Ditch 4 (RCD4) starts in the Gluek Lane Neighborhood and flows north through a

- storm sewer pipe to Oasis Pond and eventually to Little Lake Johanna. In 2023, the City will
- 4 construct a crossing over RCD 4, north of Terrace Drive, to make a trail connection to Oasis Park.
- To help with construction of this new crossing, the City is working with the Rice Creek Watershed
- 6 District (RCWD) to dredge the ditch and perform other maintenance activities while equipment is
- on-site. Since dredging and maintenance of the ditch is a function of the RCWD, the district is open
- 8 to reimbursing the City to perform this work instead of the district having to perform this work
- 9 ahead of our project.
- As part of the City's normal maintenance inspections, City staff walks the ditch to identify issues
- and also inspect other public infrastructure. RCWD values the City inspections and involvement,
- and is open to reimbursing the City for any inspections of their jurisdictional sections of RCD 4.
- This Maintenance and Inspection Memorandum of Agreement (MOA) is a standard agreement that
- the RCWD uses with cities in their jurisdiction. The MOA allows cities to program maintenance
- activities of RCWD owned infrastructure, and city time and materials spent on these activities can be
- reimbursed. This allows cities to maintain drainage infrastructure within their boundaries in a timely
- and efficient manner.
- Annually, Roseville will work with the RCWD to finalize a work plan. This work plan will take into
- account any work we have going on adjacent to RCD 4, and we will also look at any maintenance
- 20 activities we can effectively do at the same time. RCWD will reimburse Roseville for any costs
- associated with the approved work plan. If there is a major issue with the ditch that arises, the City
- 22 would work with the RCWD outside of this MOA to correct the issue.

POLICY OBJECTIVE

- 24 It is City policy to keep City-owned infrastructure in good operating condition and to keep systems
- operating in a safe condition. As Ramsey County Ditch 4 drains into City infrastructure, it is in the
- best interest of the City to inspect all of the infrastructure at the same time.

BUDGET IMPLICATIONS

- 28 There are no direct costs associated with this Memorandum of Agreement. The only costs will be
- staff time preparing the annual work plan, and reporting findings to the Rice Creek Watershed
- 30 District.

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RACIAL EQUITY IMPACT SUMMARY

32 There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

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34 Staff recommends the City Council approve the Memorandum of Agreement with the Rice Creek

Watershed District for the maintenance and inspection of Ramsey County Ditch 4.

REQUESTED COUNCIL ACTION

37 Motion to approve Memorandum of Agreement with the Rice Creek Watershed District for the

maintenance and inspection of Ramsey County Ditch 4.

Prepared by: Ryan Johnson, Environmental Manager

Attachments: A: Memorandum of Agreement

B: Location Map

MEMORANDUM of AGREEMENT

City of Roseville and Rice Creek Watershed District

Memorandum of Agreement Regarding Inspection and Maintenance of

Public Drainage Systems within the City

This Memorandum of Agreement ("MOA") is entered into by the City of Roseville (Roseville) and the Rice Creek Watershed District ("RCWD"), political subdivisions of the State of Minnesota.

WHEREAS, all or portions of various public drainage systems under jurisdiction of the RCWD exist within the City of Roseville, Ramsey County, Minnesota; and

WHEREAS, the RCWD is the watershed management organization for the drainage area of the public drainage systems within the meaning of Minnesota Statutes Chapter 103B and the drainage authority for said systems within the meaning of Minnesota Statues Chapter 103E; and

WHEREAS, pursuant to its obligations as drainage authority, RCWD implements an inspection program and a program of minor maintenance for the drainage systems and is solely responsible for the inspection and repair of the drainage systems; and

WHEREAS, Roseville wishes to undertake inspection and minor maintenance of any public drainage systems within the City with RCWD reimbursement, and Roseville and the RCWD believe there are administrative and other benefits if Roseville does so;

NOW, THEREFORE BE IT RESOLVED that Roseville and the RCWD enter into this MOA to provide for Roseville to undertake inspection and minor maintenance of public drainage systems within the City and agree as follows:

- 1. For the period of January 1, 2023 to December 31, 2027, Roseville will assume responsibility to continue a program of inspection and minor maintenance as follows:
 - a. For the remainder of calendar and budget year 2023, Roseville shall develop an annual work plan and budget for submission to the RCWD for review and approval no later than March 31, 2023. Roseville's annual work plan and budget for 2023 shall be limited to the budgeting dollar value approved by the RCWD Board for 2023 or to available prioritized or re-prioritized funds as reviewed and approved by RCWD staff in coordination with the City during workplan approval.
 - b. Thereafter, for each subsequent calendar and budget year (2024-2027), Roseville shall develop an annual work plan and budget for submission to the RCWD staff for review no later than May 1 of each preceding year. RCWD staff will review the proposed annual work plan and budget within 30 days and coordinate with City staff to revise the workplan prior to its presentation to the RCWD Board and recommendation for inclusion in the subsequent year budget. RCWD staff will present the annual work plan and budget to its Board by June 1 or shortly thereafter.

- c. Unless approved by the RCWD, Roseville shall limit implementation to those activities defined in the approved work plan.
- d. Additional work for unplanned or unforeseen issues that demonstrate a reasonable need may be approved by RCWD staff after final work plan approval.
- e. Prior to submitting any pay request, Roseville shall provide an accounting of funds expended and work performed under this agreement.
- f. The RCWD will reimburse Roseville for reasonable costs associated with and consistent with the approved work plan in the amount budgeted therefore and any additional work approved for unplanned or unforeseen issues.
- 2. The RCWD shall remain responsible for the public drainage systems within the City both as public drainage authority and MS4 permit holder. The RCWD and Roseville will copy each other on all correspondence with third parties concerning public drainage system inspection and maintenance and will communicate in good faith concerning any maintenance or other unplanned or unforeseen issues that arise.
- 3. Roseville will obtain all applicable permits and approvals, including those of the RCWD, and otherwise meet all applicable legal requirements related to inspection and maintenance activities. It is understood that currently no formal permit should need to be secured from the Corps of Engineers, DNR, or RCWD for maintenance activities provided that work is undertaken constitutes minor maintenance. Roseville and the RCWD will cooperate to facilitate programmatic and project-specific concurrence of the Minnesota Department of Natural Resources in maintenance activities.
- 4. Consistent with the work plan and budget, the RCWD will reimburse Roseville for reasonable costs associated with undertaking of inspection and maintenance within 30 days of Roseville's submission of an invoice/pay request.
- 5. Roseville is authorized to use the ditch authority right-of-way without RCWD warranty, but Roseville's performance of maintenance otherwise is entirely under its own discretion, control, and municipal authority, and Roseville in no respect acts as the agent or representative of the RCWD. This MOA is not to be construed as creating a partnership or joint venture or as a joint powers agreement under Minnesota Statutes §471.59.

Roseville shall indemnify, defend, and hold harmless the RCWD, its officers, board members, employees and agents from any and all action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by Roseville that is the basis for Roseville's liability in law or equity.

The RCWD shall indemnify, defend, and hold harmless Roseville, its officers, council members, employees and agents, from any and all actions, causes of action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by the RCWD that is the basis for the RCWD's liability in law or equity.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

6. Communications under this MOA shall be addressed to the following, unless changed in writing:

City Administrator City of Roseville 2660 Civic Center Dr. Roseville, MN 55113 Administrator Rice Creek Watershed District 4325 Pheasant Ridge Drive Northeast

Suite 611

Blaine, MN 55449-3070

- 7. This MOA is intended to be consistent with and does not supersede, in whole or part, any other existing agreement between Roseville and the RCWD.
- 8. This MOA does not waive and is not contrary to any authority or responsibility of the RCWD under Minnesota Statutes Chapters 103B, 103D, and 103E.
- 9. Roseville and the RCWD each intend to be bound by this MOA, represent the valuable consideration has been given and received, and waive any claim to the validity or binding nature of this MOA. This MOA grants no rights to anyone not a party to this Agreement and waives no immunity as to (a) third parties or (b) any non-contract action between Roseville and the RCWD.
- 10. This MOA may be terminated by either party upon 90 days' written notice.
- 11. This MOA expires on December 31, 2027, but may be extended in writing by authority of the Roseville City Council and the RCWD Board of Managers.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed by their duly authorized representatives:

CITY OF Roseville

Dated:	
	, Mayor
Dated:	
	, City Administrator
	Approved as to Form and Execution
Dated:	* 1000
	, City Attorney

RICE CREEK WATERSHED DISTRICT

Dated:	Michael Bradley, 1st Vice President, Board of Managers
Dated: 12023	Nicholas Tomczik, RCWD Administrator
	Approved as to Form and Execution
Dated: 1-11-2023	Rice Creek Watershed District Attorney John C. Kolb, Rinke Noonay



Prepared by: Engineering Department

Maintenance Plan

--- Trail Connections

Data Sources

* Ramsey County GIS (6/7/2022)

* City of Roseville Community Development

* City of Roseville Finance Department

RCD4_MaintenancePlan

