
Appendix E

Water Resource Related Agreements

**PROGRAMMATIC STORMWATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT**

**Rice Creek Watershed District and
the City of Roseville**

RECEIVED

JUL 14 2015

**Rice Creek
Watershed District**

This Agreement is by and between the Rice Creek Watershed District, a special purpose unit of local government with powers set forth in Minnesota Statutes Chapters 103B and 103D (RCWD), and the City of Roseville, a Public Municipal Corporation under the laws of the State of Minnesota (CITY).

Recitals

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule C, Stormwater Management Plans;

WHEREAS under Rule C, certain land development activity requires a landowner to record a declaration establishing the landowner's perpetual obligation to inspect and maintain stormwater management facilities;

WHEREAS a public landowner may memorialize its obligations in an unrecorded written agreement with the RCWD instead of a recorded instrument;

WHEREAS from time to time CITY is subject to stormwater facility maintenance requirements pursuant to the terms of an RCWD permit;

WHEREAS CITY, as a Municipal Separate Storm Sewer System (MS4), is obligated to inspect and maintain its stormwater management facilities in accordance with the terms of a Clean Water Act permit administered by the Minnesota Pollution Control Agency, and the parties desire to promote consistency in facility management requirements consistent with RCWD authority to set requirements necessary to meet its rules; and

WHEREAS the RCWD and CITY concur that it is more effective and procedurally more efficient for the RCWD and CITY to agree on standard requirements for stormwater facility inspection and maintenance, and to memorialize these requirements in this Agreement for incorporation into future permits.

THEREFORE:

1. CITY agrees to inspect and maintain all stormwater best management practices (BMPs), owned by the City or maintained by the City under another intergovernmental agreement, that have been permitted by the RCWD under Rule C as follows:

- a. Outfalls, sediment basins, retention/detention ponds will be inspected at least once every five years. If warranted by required sediment removal or maintenance needs, inspections will be conducted at a greater frequency.
- b. Structural stormwater management facilities including, but not limited to, grit chambers, sump catch basins, sump manholes and appurtenant conveyances, as well as infiltration and

biofiltration BMPs including, but not limited to, vegetated swales, rain gardens and filtration features, will be inspected annually to ensure structural integrity, proper function and treatment effectiveness. If, after the first two annual inspections, maintenance or sediment removal is not required then the frequency will be reduced to once every two (2) years. Should a subsequent inspection indicate the need for sediment removal or maintenance, the inspection schedule will revert to annual inspections following the completion of the maintenance work. If, after the first two post-maintenance annual inspections, no additional maintenance or sediment removal is required, then the inspection frequency will be reduced to once every two (2) years.

c. Proprietary devices will be inspected per manufacturer/installer recommendations, and at least annually.

d. All inspections will occur at a time that allows CITY to determine if the facility is functioning as designed.

e. In addition, CITY will respond promptly to notice from the RCWD that a facility may require inspection or maintenance. Within one month of notice, CITY will inspect and advise the RCWD on the results of the inspection.

2. CITY will maintain, repair and replace BMPs when inspection indicates this is necessary to restore design performance. Maintenance necessity will be as recommended in Minnesota Stormwater Manual guidance. CITY will complete work within six (6) months of inspection, except that periodic sediment removal from basins will be completed within eighteen (18) months of inspection. Alternatively, an RCWD-approved maintenance schedule may be used as a work timeline.

3. CITY will submit a copy of its MS4 permit annual report to the RCWD at the same time that it is required to be submitted to the MPCA, with any supplement as needed to briefly describe dates, locations and descriptions of inspection and maintenance activities.

4. RCWD permits for specific projects may contain additional inspection and maintenance conditions as the RCWD may find warranted under the circumstances of a specific permit.

5. If CITY conveys into private ownership a fee interest in any property that has become subject to this Agreement, it shall require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the stormwater management facility maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If CITY conveys into public ownership a fee interest in any property that has become subject to this Agreement, it shall require as a condition of the purchase and sale agreement that before closing, the purchaser execute an agreement with the RCWD assuming the obligations of this agreement and releasing CITY from same.

6. This Agreement may be amended only in a writing signed by the parties.

7. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated. Either party may terminate the

Agreement on 30 days' written notice to the other. The terms of this Agreement are incorporated into any future permit issued to the CITY by explicit reference to this Agreement under the maintenance conditions of that permit. Any obligations vested in CITY through incorporation into an issued permit before the effective date of termination of this Agreement will survive expiration.

8. The recitals above are incorporated as a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RICE CREEK WATERSHED DISTRICT

By Phil Belfiori
(Print name:)
Its Administrator

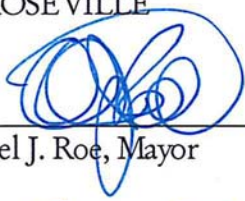
Date: 7/16/08

Approved as to form and execution

By _____
Its Attorney

CITY OF ROSEVILLE

BY:


Daniel J. Roe, Mayor

AND:


Patrick J. Trudgeon, City Manager

STATE OF MINNESOTA)

) SS

COUNTY OF RAMSEY)

The foregoing instrument was acknowledge before me this 24th day of July, 2015, by Daniel J. Roe and by Patrick J. Trudgeon, respectively the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.




Notary Public



MEMORANDUM OF AGREEMENT
for
MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

AN AGREEMENT, dated this 23 of June, 2014, by and between the **CAPITOL REGION WATERSHED DISTRICT** hereinafter called the "DISTRICT", and the **CITY OF ROSEVILLE**, Minnesota hereinafter called the "CITY".

WHEREAS, the DISTRICT requires the installation and maintenance of new stormwater management facilities for projects disturbing over one acre in its DISTRICT Rules; and

WHEREAS, the CITY Public Works Department is required to construct new stormwater management facilities according to the DISTRICT Rules for CITY Public Works' projects, including street reconstruction projects; and

WHEREAS, the CITY is required to enter into an agreement to maintain the newly constructed stormwater management facilities under Rule C Section 3.(e) of the DISTRICT Rules; and

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the DISTRICT and the CITY agree as follows:

SECTION 1. Definitions

a) Stormwater Management Facilities means the devices constructed as a part of Public Work's projects to meet the DISTRICT's rules.

SECTION 2. City Obligations The CITY shall maintain the stormwater management facilities in working condition and in accordance with the schedule of long term maintenance activities agreed to, as follows:

- a) Establish an inventory of stormwater management facilities, which will be updated annually.
- b) Inspect stormwater management facilities annually or according to manufacturer's specification where appropriate.
- c) Maintain all stormwater management facilities as necessary to preserve the integrity and intended function of the facility, and where applicable in accordance with the recommendations of the State of Minnesota Stormwater Manual, or as amended.

SECTION 3. Entire Agreement It is understood and agreed that this Agreement constitutes the entire Agreement between the parties, and that it supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof. This Agreement may be amended only by written agreement of the parties.

SECTION 4. Termination This Agreement may be terminated by either party may terminate by 60 days written notice to the other party. Termination of this agreement, however, would be prospective only, and would not relieve the CITY of its obligation to maintain the stormwater facilities in the manner provided in this Agreement if permits for the facilities were granted during the period when this Agreement is in effect.

1
2 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first
3 above written.
4

5 **CITY OF ROSEVILLE, MINNESOTA**

6
7
8
9 By _____

10 Dan Roe, Mayor

11
12
13 By _____

14 Duane Schwartz,
15 Public Works Director
16
17
18

19 Approved as to form:

20
21 _____
22 City Attorney
23
24
25

**CAPITOL REGION
WATERSHED DISTRICT**

By _____

Mark Doneux, Administrator

By _____

Joe Collins, President

Approved as to form:

Assistant Ramsey County Attorney
Legal Counsel for Capitol Region
Watershed District

STATE OF MINNESOTA
RICE CREEK WATERSHED DISTRICT

The matter of Watershed Basic Water
Management Project 2013-01 (upon the petition
of the Cities of New Brighton and Saint
Anthony)

**Amended Petition, adding the City
of Roseville and directing further
proceedings**

Petitioners Cities of New Brighton, Roseville and Saint Anthony, for this amended petition to the Board of Managers of the Rice Creek Watershed District state and request the following:

1. On August 19, 2013, the Rice Creek Watershed District (RCWD) Board of Managers received the Joint Petition of the Cities of New Brighton and Saint Anthony for the establishment of a phased basic water management project to develop a comprehensive and integrated strategy for stormwater management, flood damage reduction, and water quality enhancement within the Cities that implements a series of project components to achieve reasonable stormwater management and flood damage reduction objectives.

2. On August 28, 2013, by Resolution 2013-23, the Watershed District Board of Managers initiated the project, assigning Project Number 2013-01, and appointed Houston Engineering as the project engineer to make surveys, maps, analyses and reports for the project as necessary and consistent with the project phasing, coordination and implementation proposals contained within the Petition.

3. The original petition and the terms and processes contained therein remain valid, except to the extent amended herein.

4. Phase 1 of the project phasing, coordination and implementation proposals contained within the original Petition is complete and the project engineer has submitted a draft Phase 1 Report dated March 31, 2014.

5. Staff members from the Cities of New Brighton, Roseville and Saint Anthony have participated in the phase 1 process. In addition to the areas previously identified within the City of New Brighton and St. Anthony, the City of Roseville staff has identified areas within the sub-watershed of Ramsey County Ditch 5 in the City where project components could be developed and implemented to provide both local and regional stormwater management and flood damage reduction benefit.

6. The draft Phase 1 Report leaves open the opportunity to develop project components in phases 2 and 3 to address issues within the City of Roseville and conveyance issues downstream of Long Lake.

7. The draft Phase 1 Report identifies two project components, Mirror Lake and Hansen Park, as key features in the overall project objectives and as ready for immediate implementation while other project components are being developed and analyzed.

8. Both the Mirror Lake and Hansen Park project components are identified in July 2011 Flood Investigation and Stormwater Modeling Reports of the Cities of New Brighton and St. Anthony.

9. During the phase 1 proceedings, the Watershed District submitted a Targeted Watershed Demonstration Grant proposal to the Board of Water and Soil Resources which included the Mirror Lake and Hansen Park project components.

10. The Watershed District was successful in its proposal and has received a grant to be used to pay the cost of various projects, including implementation of the Mirror Lake and Hansen Park project components of the petitioned Basic Water Management Project.

11. The engineer has issued a preliminary opinion of cost to implement the Mirror Lake and Hansen Park project components of the petitioned Basic Water Management Project. The grant funding is not sufficient to pay 100% of the cost to implement the Mirror Lake and Hansen Park project components of the petitioned Basic Water Management Project. However, the Watershed District Board of Managers has determined that implementation of the project components creates both water quality benefits and regional stormwater and flood management benefits. Therefore, the Watershed District will fund implementation of the Mirror Lake and Hansen Park project components of the petitioned Basic Water Management Project from District derived funds without allocation of costs to the project petitioners. Implementation final funding is subject to further proceedings pursuant to this petition.

12. The petitioners agree that phase 1 of the project phasing, coordination and implementation proposals contained within the original Petition is complete and concur in the content of the draft Phase 1 Report dated March 31, 2014.

13. Based on the foregoing, the petitioners amend the original petition as follows:

- a. to allow implementation of Mirror Lake and Hansen Park project components without delay.
- b. to allow proceeding to project phases 2 & 3 concurrently, with the inclusion of project components within the sub-watershed of Ramsey County Ditch 5.
- c. to allow the addition of the City of Roseville as an additional petitioner for the Basic Water Management Project, as if a party to the original petition.

14. The Cities, therefore, amend the original petition to the Rice Creek Watershed District initiating Basic Water Management Project 2013-01 for the following purposes:

- a. Phase 1: Identifying and analyzing current conditions, challenges and opportunities related to stormwater management and flood damage within the

Cities and making recommendations of actions likely to address comprehensive stormwater management and flood damage issues within the Cities and those downstream areas affected by stormwater runoff including Pike and Long Lake;

- b. Phase 2: Developing a regional, comprehensive stormwater management and flood damage reduction plan, to include water quality features, which identifies capital improvements and other actions to be undertaken by the Cities and the Rice Creek Watershed District;
- c. Phase 3: Developing implementation timelines and priorities, costs allocations and revenue generation methods for both implementation and long term maintenance of capital improvements and water quality features;
- d. Phase 4: Implementing one or more of the project components identified in Phase 2 as a coordinated series of capital improvements by the Cities and the Rice Creek Watershed District;

15. This amended petition allows the Watershed District, in cooperation with the petitioners, to take actions set forth in paragraphs 14.b.-c. above until such time as the petitioners, individually or jointly, amend this petition to proceed with subsequent actions contained in paragraph 14. d.

16. This amended petition allows the Watershed District, in cooperation with the petitioners, to take actions set forth in paragraph 14.d. above for the implementation of the Mirror Lake and Hansen Park project components.

17. The costs of the Mirror Lake and Hansen Park project components, based on the engineer's opinion of cost, shall be allocated between proceeds from the Targeted Watershed Demonstration Grant and District derived funds based on the identification of regional benefit from implementation of the project components.

18. Subject to the provisions of Statutes Section 103D.705, Subdivisions 3 & 4, the Petitioners may dismiss this petition or any amendment hereof. Failure to amend the petition to authorize a subsequent phase of the project shall be deemed a dismissal of the petition.

19. This petition is conditioned upon the following process to be followed by the Rice Creek Watershed District in implementing project phases:

- a. Pre-coordination: The Cities and the Rice Creek Watershed District shall meet at the initiation of any project phase to establish a scope of work and anticipated cost.
- b. Study/Component Development: The Rice Creek Watershed District, in consultation with City staff shall prepare all studies and develop project features consistent with project phases and purposes described in paragraph 14. Project study and component development shall culminate with a joint presentation to the City Councils of the outcomes and recommendations of the Rice Creek Watershed District.
- c. Concurrence/Petition Amendment: The City Councils, considering the information and recommendations presented by the Rice Creek Watershed

District, shall concur or not concur with one or more of the recommendations and either authorize petition amendment to proceed with a subsequent phase of the project or dismiss the petition.

20. This petition is authorized by separate resolution of the City Councils authorizing their respective Mayors and City Managers to sign and submit this petition as the action of each City.

21. The proposed Basic Water Management Project will be conducive to the public health, safety, convenience and welfare of the Cities and their residents as well as regional providers and consumers of goods and services within the Cities.

22. The Cities, by action of their individual Councils, concur in the Rice Creek Watershed District's exercise of alternative authority to maintain and improve public drainage systems within the Cities as provided in Minnesota Statutes Section 103D.621, subd. 4.

23. The Cities request, as part of their petition, that the Rice Creek Watershed District exercise its full authorities for generating revenues for the implementation of the petitioned project.

24. All actions described in this Petition are intended to support and be implemented as part of a petitioned Basic Water Management Project of the Rice Creek Watershed District.

25. This petition may be executed in counterparts.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE OF THE CITY OF NEW BRIGHTON TO THE AMENDED PETITION
TO THE RICE CREEK WATERSHED DISTRICT INITIATING BASIC WATER
MANAGEMENT PROJECT 2013-01 TO ADDRESS STORMWATER MANAGEMENT AND
FLOODING WITHIN THE CITIES OF NEW BRIGHTON, ROSEVILLE AND SAINT
ANTHONY, MINNESOTA

Respectfully Submitted:

City of New Brighton

Dated: 5/27/14

By 
Its Mayor

Attest.
By: 
Its City Manager

SIGNATURE PAGE OF THE CITY OF ROSEVILLE TO THE AMENDED PETITION TO
THE RICE CREEK WATERSHED DISTRICT INITIATING BASIC WATER
MANAGEMENT PROJECT 2013-01 TO ADDRESS STORMWATER MANAGEMENT AND
FLOODING WITHIN THE CITIES OF NEW BRIGHTON, ROSEVILLE AND SAINT
ANTHONY, MINNESOTA

Respectfully Submitted:

City of Roseville

Dated: June 9, 2014

By _____
Its Mayor

Attest:

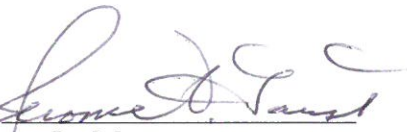
By: _____
Its City Manager

SIGNATURE PAGE OF THE CITY OF SAINT ANTHONY TO THE AMENDED PETITION
TO THE RICE CREEK WATERSHED DISTRICT INITIATING BASIC WATER
MANAGEMENT PROJECT 2013-01 TO ADDRESS STORMWATER MANAGEMENT AND
FLOODING WITHIN THE CITIES OF NEW BRIGHTON, ROSEVILLE AND SAINT
ANTHONY, MINNESOTA

Respectfully Submitted:

City of Saint Anthony

Dated: June 10, 2014

By: 
Its Mayor

Attest:

By: 
Its City Manager

[Maintain 3" top margin for recording]

**DECLARATION FOR MAINTENANCE
of
STORMWATER FACILITIES**

THIS DECLARATION is made this _____ day of _____, 20____, by _____, ("Declarant"), [address], in favor of the City of Roseville, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City"),

WHEREAS, Declarant(s) [marital status if an individual] hold(s) fee interest in real property within the [City/Township] of _____, _____ County, Minnesota, platted and legally described as:

[insert legal description]

WHEREAS, no one other than Declarant(s) [insert name(s) of any other parties holding interest in the property] possess(es) any right, title or interest in the Property; [If any person or entity other than Declarant possesses a right, title or interest, a Consent & Subordination must be executed by that person or entity and included with the declaration.]

WHEREAS, the facilities on or to be located on the Property to which the maintenance requirements in the Declaration apply as [delineated and] labeled on the scaled site plan Attachment A and legally described on attachment B, each incorporated herein, are as follows (the Facilities):

[list stormwater facilities as labeled on Attachment A]

[Note: A legal description is required only for swales, buffers or other non-structural features that cannot be clearly delineated on Attachment A.]

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the City as a condition to issuance of City Project # _____ for the mutual benefit of the City and Declarant.

NOW THEREFORE, Declarant makes this declaration and hereby declares that this declaration shall constitute covenants to run with the Property, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants and restrictions set forth in this declaration, all of which shall be binding in perpetuity on all persons owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives and assigns, but only during the period of ownership of that right, title or interest.

1. Declarant will inspect the Facilities at least annually.
2. Declarant will maintain and repair the facilities:
 - a. In the case of basins and other facilities where sediment collects, to preserve live storage or capacity at or above the design volume or, where no design live storage volume or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.
 - b. In the case of conveyances and other structures, to preserve design hydraulic capacity.
 - c. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.
 - d. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.
3. Declarant will submit to the City annually, within 30 days of the anniversary of permit issuance, a report listing inspection dates, facilities inspected, facility conditions and actions taken, and dates of actions taken.
4. If Declarant is not maintaining the stormwater treatment system in accordance with this declaration, then the City may give written notice to Declarant detailing the deficiency. If the deficiency has not been corrected within twenty (20) days after receipt of this notice, or Declarant has not within that period made arrangements deemed adequate by the City for the deficiency to be corrected, then the City without further notice may take steps that it deems reasonable to correct the deficiency, and may have access to the property during reasonable times for that purpose. Provided, that the City shall provide notice before entry and exercise due care to avoid unnecessary disturbance or damage to the property. Within thirty (30) days of receipt of invoice Declarant will reimburse the City for all costs incurred, including Administrative overhead and attorneys' fees, by the City in correcting the deficiency

5. Any notice under this declaration shall be sent by certified mail, return receipt requested, or delivered to the following address:

[insert Declarant's name & address]

Declarant may change this address by a certified letter to the City referencing the permit number.

6. An executed copy of this declaration shall be filed with the _____ County **[Recorder's Office/Registrar]**, filing cost to be borne by the Declarant. This declaration will be unlimited in duration without being re-recorded.

**[INDIVIDUAL DECLARANT]
DECLARANT**

STATE OF MINNESOTA)
) ss.
COUNTY OF **[County]**)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____.

Notary (stamp)

**[CORPORATE OR PARTNERSHIP DECLARANT]
DECLARANT**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.

COUNTY OF [County])

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ the _____ of _____,
a **[business entity]** under the Laws of Minnesota, on behalf of Declarant.

Notary (stamp)

This instrument was drafted by:

Name: _____

Address: _____

CONSENT AND SUBORDINATION

_____, a Minnesota corporation, the holder of a mortgage dated
_____, _____, [filed for record with the County Recorder] _____ County, Minnesota on
_____, as Document No. _____, hereby consents to the recording of the attached
Declaration and agrees that its rights in the property affected by the Declaration shall be
subordinated thereto.

IN WITNESS WHEREOF, _____, a Minnesota corporation, has caused this Consent
and Subordination to be executed this _____ day of _____, 200__.

a Minnesota corporation

By: _____

Its: _____

[notary acknowledgement]

DATE: _____

CITY OF ROSEVILLE

By: _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF **[County]**)

The foregoing instrument was acknowledged before me this ____ day of _____ ,
20__ by _____, a municipal corporation under the laws of the State of
Minnesota, on behalf of said municipal corporation.

Notary Public