

PROGRAMMATIC MAINTENANCE AGREEMENT
Stormwater Maintenance Facility & Waterbody/Channel Structure

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

This Agreement is by and between the Rice Creek Watershed District, a special purpose unit of government with powers set forth in Minnesota Statutes Chapters 103B, 103D and 103ED (RCWD), and the City of Blaine, a charter city and political subdivision 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 pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule G, "Crossings of Natural & Artificial Conveyance Systems," and Rule I, "Drainage Systems."

WHEREAS Rules G and I impose certain requirements to ensure a culvert, pipe or other structural element placed in a waterbody/drainage system is maintained to perform as designed;

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 maintenance requirements under Rule G or Rule I and 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:

Stormwater Management Facilities

1. CITY agrees to inspect and maintain all stormwater best management practices (BMPs), owned by the City or maintained by the City pursuant to 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.

Structures in Waterbodies and Drainage Systems

3. CITY agrees to inspect and maintain all structures in waterbodies and drainage systems, owned by the City or maintained by the City pursuant to agreement, that have been permitted by the RCWD under Rule G or I as follows:

- a. CITY will inspect the structure at least annually.
- b. CITY, at its cost, will maintain the structure in good repair to preserve hydraulic and navigational capacity in accordance with RCWD-approved plans; provide for no net increase in flood stage beyond that of RCWD-approved plans; avoid increased scour, erosion and sedimentation, water quality impact and change to the existing flowline/gradient; and prevent conditions that promote hydraulic or navigational obstruction.

c. CITY will repair eroded or other unstable conditions resulting from the structure as promptly as weather and seasonal conditions allow.

d. If the structure is not being maintained in accordance with this declaration, the RCWD may give written notice detailing the deficiency. On such notice, CITY will promptly inspect the structure and take maintenance action in accordance with this section.

General Terms

4. 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.

5. 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.

6. 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 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.

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

8. The terms of this Agreement are binding on CITY with respect to all structures installed or constructed under RCWD permits that incorporate this Agreement. 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.

9. This Agreement amends and supersedes the "Programmatic Stormwater Maintenance Facility Maintenance Agreement" fully executed by the RCWD and CITY on May 14, 2014. Maintenance of all facilities subject to that prior agreement is governed henceforward by the terms of this Agreement, including but not limited to stormwater facilities installed as a requirement of the following District permits:

11-18 – Naples Street Trail Improvement (12-048)

10-13 – Reconstruction of Hamline Avenue (12-042)

06-06 – Blaine Water Tower No. 4 (10-052)

10. 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 _____ Date:
Phil Belfiori
Its Administrator

Approved as to form and execution

By _____
Its Attorney

CITY OF BLAINE

By: _____ Date:
Tom Ryan
Its Mayor

By: _____ Date:
Clark Arneson
Its City Manager