

CAPITOL REGION WATERSHED DISTRICT
GRANT AGREEMENT
WITH CITY OF ST. PAUL

Re: Trout Brook (Trillium) Nature Sanctuary
Construction of Water Features and Water Delivery infrastructure, including wetlands and a new stream segment

Included Exhibits: Trout Brook (Trillium) Nature Sanctuary Plan Sheets, dated 05/29/2013

THIS AGREEMENT is entered into this ____ day of _____, 2013, by and between the City of St. Paul, hereinafter referred to as the "Grantee", and the Capitol Region Watershed District, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Stream Corridor Restoration Projects throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2013 Budget and Workplan which include funding for Special Projects and Grants; and

WHEREAS, the District and the Grantee have worked cooperatively to develop a project approach and construction plans that are acceptable to both parties; and

WHEREAS, the District and the Grantee have a desire to Bring Water Back to St. Paul through Wetland and Stream Corridor Restoration; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$400,000 for Wetland and Stream Corridor implementation and water delivery infrastructure; and

WHEREAS, the Grantee is committed to funding the remainder of the project costs;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Project: The Grantee shall perform the Project as defined in the attached grant application, as approved by the District.

2. Payment: The District shall make a grant to the Grantee in an amount not to exceed \$400,000. The grant is limited to costs associated with: Wetland and Stream Corridor implementation and water delivery infrastructure, as identified in the exhibits of this agreement. Payment will be in the form of reimbursement for actual costs, following receipt of documentation from the Grantee that the work has been completed satisfactorily.

The Grantee shall complete the project and request reimbursement no later than December 31, 2014.

3. Functionality: If the Project is a physical improvement, the Grantee shall ensure that the Project is fully functional, adequately maintained and meets the specifications of the grant application for a period of 20 years. If the Project is a study or analysis, the Grantee shall make the final Project available to the public, or shall provide a copy to the District.

4. Reports: The Grantee will provide periodic updates during the design process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project.

5. Liability: The parties agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of each party is governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

6. Modification: It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

This agreement shall remain in full force and effect until April 1, 2015, unless earlier terminated by mutual agreement of the Grantee and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE

CAPITOL REGION WATERSHED DISTRICT

By _____
Michael Hahm, CPRP
Director Parks and Recreation

By _____
Joseph Collins
Board President

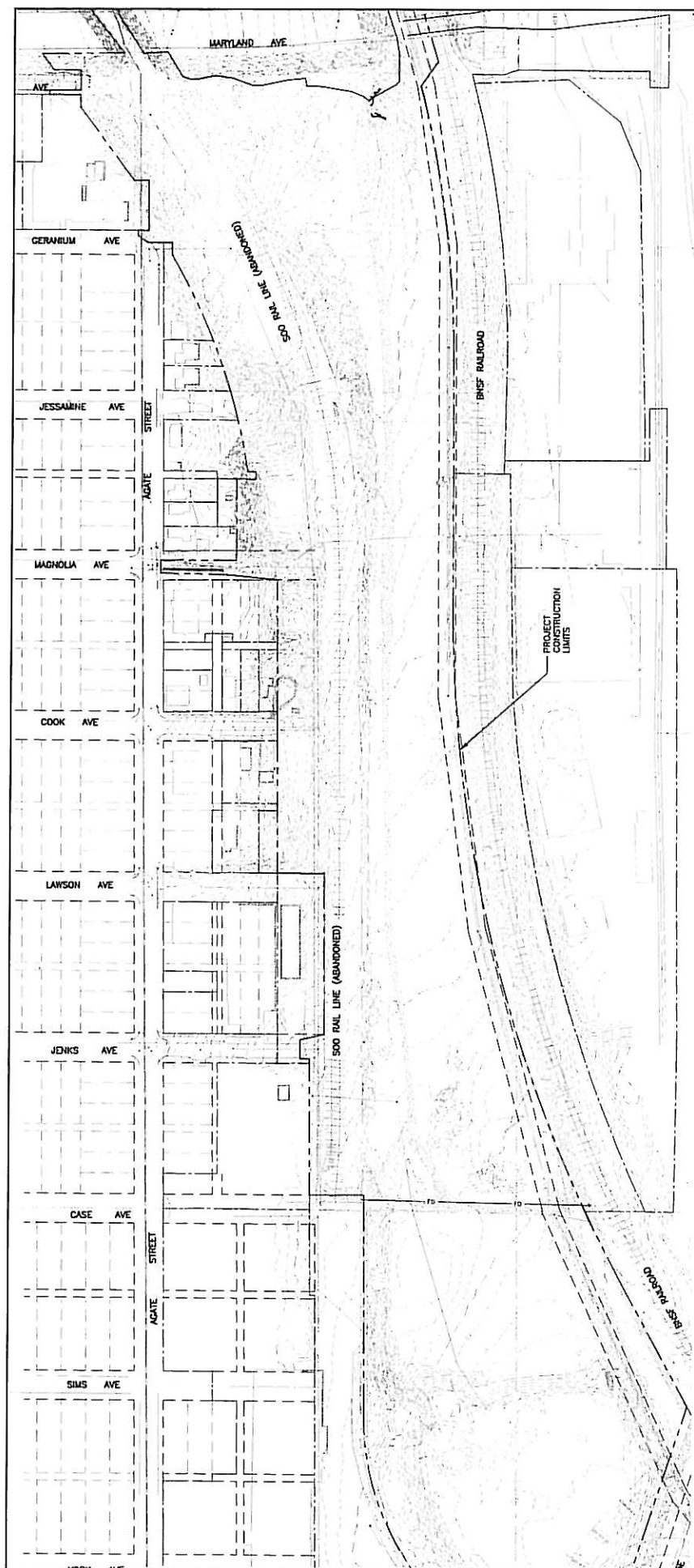
By _____
Todd P. Hurly
Director of Financial Services

By _____
Mark Doneux
District Administrator

Approved as to Form:

By _____
Virginia Palmer
City Attorney

By _____
James A Mogen
Assistant County Attorney
Attorney for CRWD



SHEET NO. 60 OF 87

EXISTING CONDITIONS

TROUT BROOK NATURE SANCTUARY
CITY OF ST. PAUL
ST. PAUL, MINNESOTA



HRGreen.com

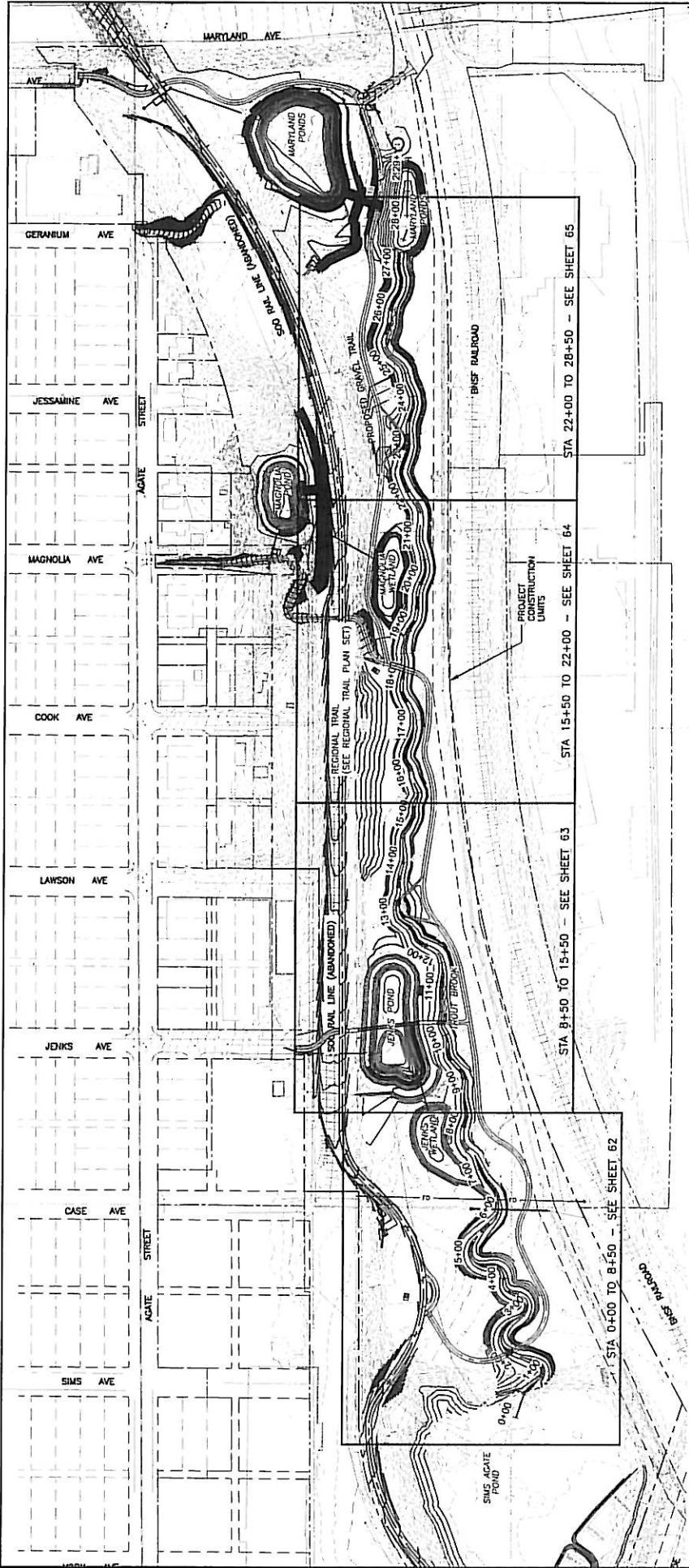


I HEREBY CERTIFY THAT THE PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

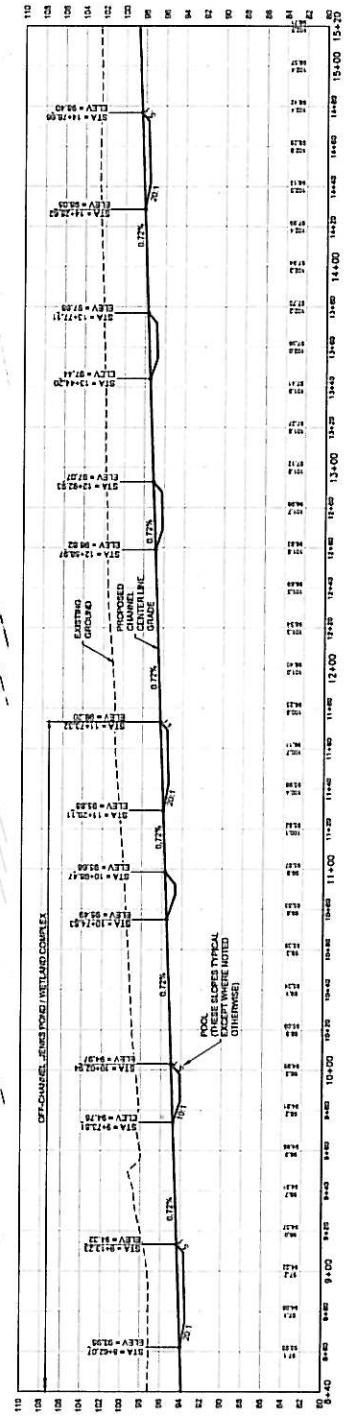
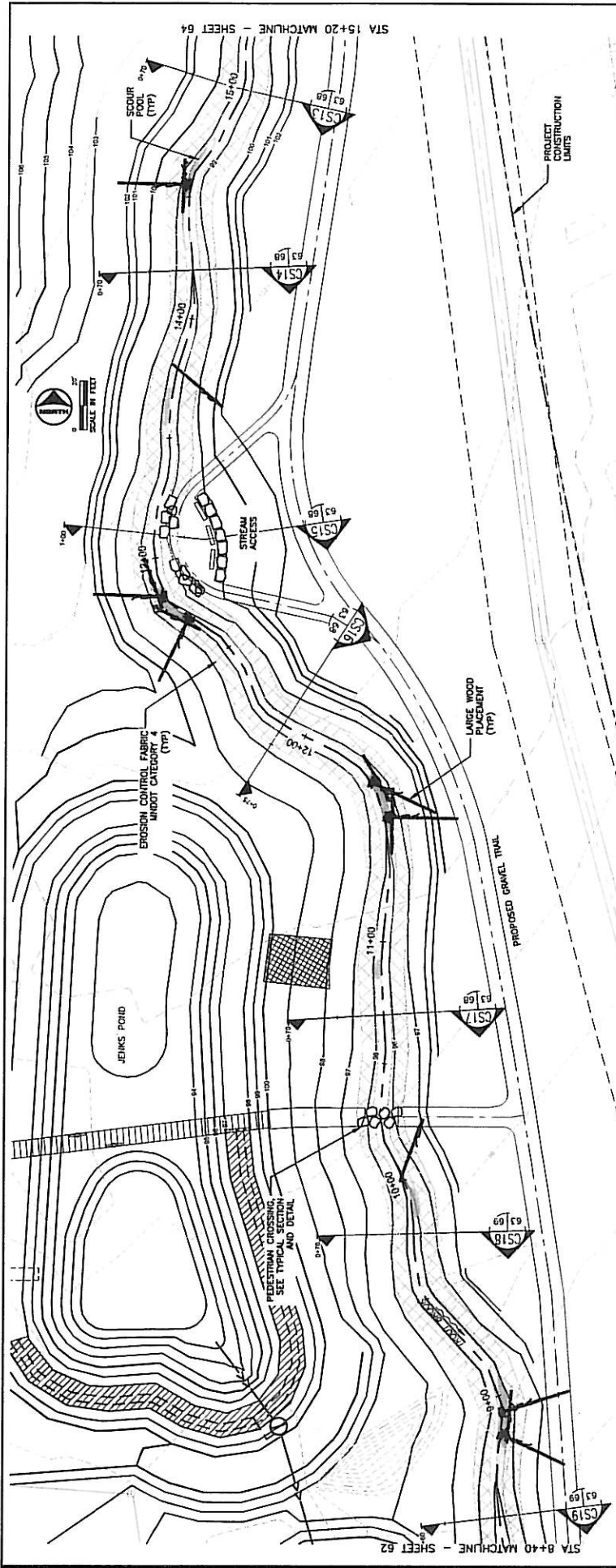
 SIGNATURE

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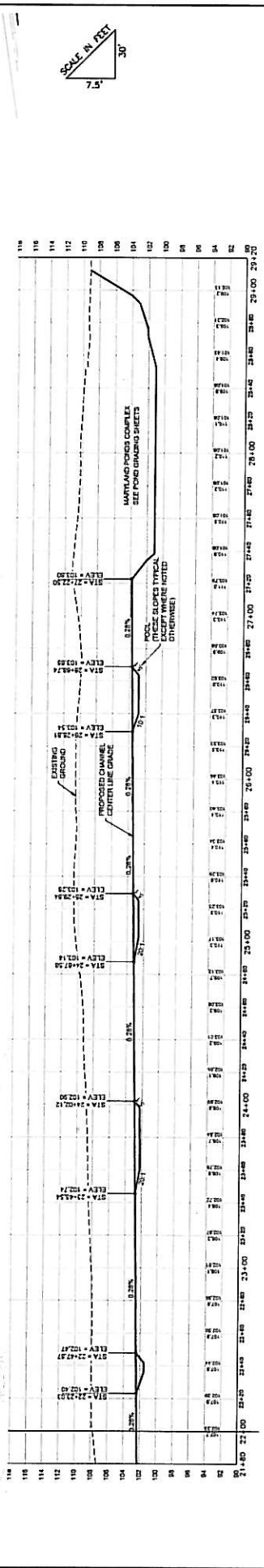
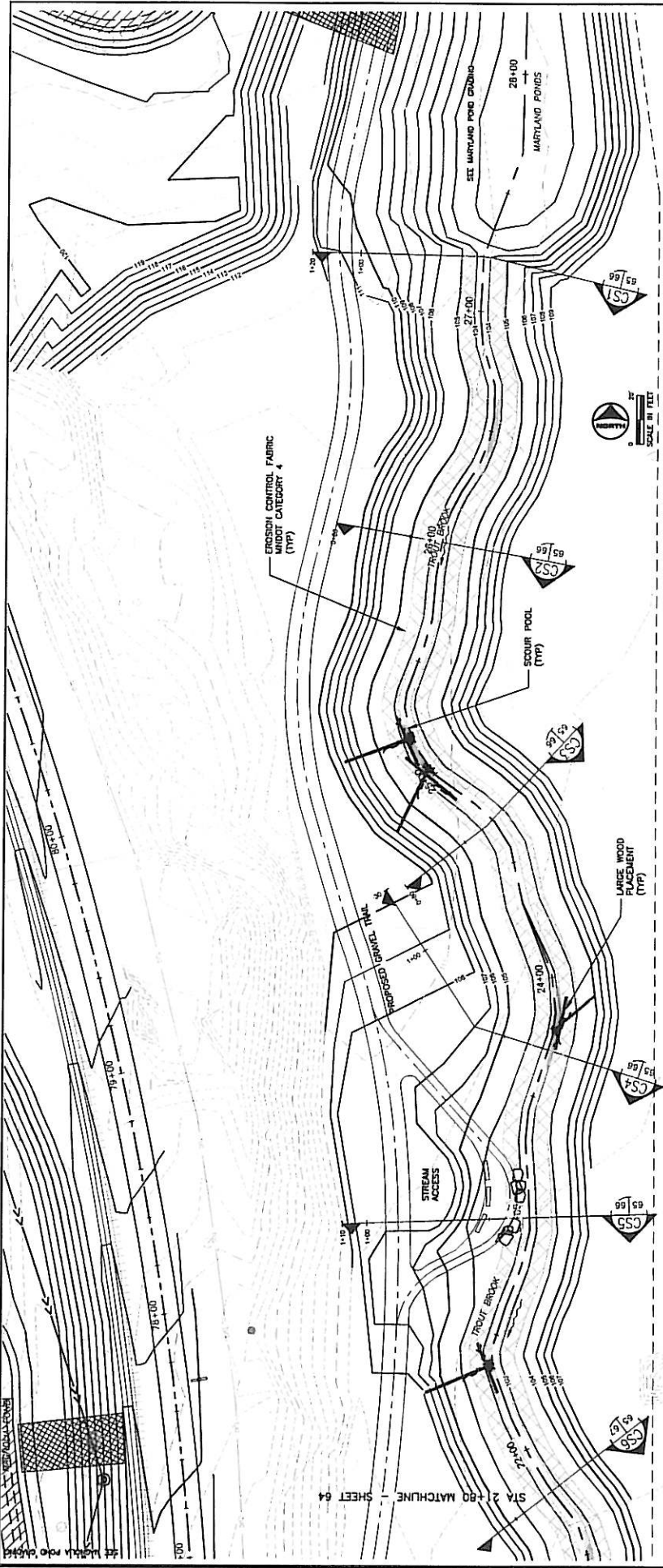
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H2Green.com H2Green				Interline			
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY A PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 02/22/2013 SIGNATURE: [Signature] LICENSE NO.: 5016							



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