

**RAMSEY-WASHINGTON METRO WATERSHED DISTRICT COOPERATIVE
MAINTENANCE AGREEMENT WITH SAINT PAUL PUBLIC WORKS FOR
MAINTENANCE OF HAZEL-ROSS and HAZEL-NOKOMIS PONDS**

This Agreement is between the Ramsey-Washington Metro Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D ("RWMWD"), and City of Saint Paul ("City"), a municipal corporation, to apportion rights and responsibilities related to a cooperative Pond Maintenance Program for stormwater ponds constructed and owned by the City and within RWMWD's jurisdictional boundaries ("Project").

RECITALS

WHEREAS, the City owns and operates a Municipal Separate Storm Sewer System (MS4) under permit from the Minnesota Pollution Control Agency; and,

WHEREAS, the City is obligated to perform maintenance on various storm sewer system facilities to preserve the intended hydraulic and water quality functions of those facilities for the benefit of downstream infrastructure and receiving waterbodies; and,

WHEREAS, the RWMWD administers a cooperative pond maintenance project available to various public agencies within the RWMWD's jurisdictional boundaries; and,

WHEREAS, the City provided input to RWMWD on city-owned stormwater pond facilities (Hazel-Ross and Hazel Nokomis) requiring maintenance related to sediment dredging, riprap replacement, and vegetation restoration during RWMWD's solicitation for Project participation; and

WHEREAS, the RWMWD reviewed the City's requested stormwater pond facilities and deemed them appropriate for inclusion within RWMWD's 2025-2026 cooperative pond maintenance contract.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENTS

1. Responsibility for Planning and Engineering Consultant Services

- 1.1. RWMWD shall prepare or contract for the preparation of all plans, specifications, proposals, scopes of work, and estimates for the Project.
 - 1.2. RWMWD will provide draft plans to City for review and comment at 60% and 90% completion milestones.
 - 1.3. Any changes requested after final design shall be the fiscal responsibility of the party requesting the change.
2. Procurement and Award of Construction Contract
 - 2.1. RWMWD will request bids from contractors in accordance with state law and watershed district rules. RWMWD will send copies of the bids received to the City upon request.
 - 2.2. RWMWD will award a contract and make payments to the contractor for all actual costs related to the Project.
3. Responsibility for Construction Contractor Oversight
 - 3.1. RWMWD shall perform or contract the performance of managing and overseeing the contractor for all elements of the Project.
 - 3.2. RWMWD will obtain authorization from the City prior to the contractor completing items outside of the Scope of Work in Exhibits A and B.
4. Project Costs
 - 4.1. RWMWD shall be responsible for the full cost of planning, design, engineering, bidding, and construction administration for the Project.
 - 4.2. The City shall be responsible for all other costs associated with the Project, including the full construction costs of the Project on City-owned stormwater pond facilities. As of the date of this Agreement, the Engineer's Opinion of Probable Cost of construction for the Project is \$262,900.

4.3. Notwithstanding 4.1, the City shall be responsible for the full cost of basin survey, sediment coring, and sediment lab analysis. The City shall share the results of the analyses with RWMWD.

4.3.1. RWMWD shall be responsible for the cost of any additional sediment lab analysis beyond those requested by the City.

5. Payment Schedule

5.1. RWMWD will invoice the City for its portion of costs after Project completion and prior to December 31st 2026.

5.2. Full payments will be due within 35 days of receipt of an invoice.

6. Time

6.1. The Project will start upon execution of a contract between RWMWD and the successful bidder and run until the Project is complete, ending December 31st, 2026.

7. Easement and Access Rights

7.1. The City allows RWMWD, its agents, employees, and contractors, to access to the sites included in the Project for the purposes set forth herein.

7.2. The City will issue all necessary permits and provide all necessary approvals to complete the Project at no cost to RWMWD.

8. Ownership

8.1. The City shall retain ownership of all basins and associated infrastructure included in the Project.

9. Liability

- 9.1. Each party shall be responsible for the acts and omissions of its own officers, officials, employees, and agents and no party shall be considered another's agent in carrying out the obligations of this agreement. Nothing in this Agreement shall constitute a waiver by the parties of any statutory or common law immunities, limits, or exceptions on liability.

10. Other provisions

- 10.1. This Agreement shall remain in full force and effect until expiration or until terminated by mutual agreement of the parties.
- 10.2. 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.
- 10.3. Execution. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.
- 10.4. Applicable Law. This agreement shall be construed, interpreted, and enforced according to the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties agree that any proceeding arising from this agreement shall be brought in the courts of Ramsey County, Minnesota.
- 10.5. Non-Discrimination. The parties each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin. In addition, the parties each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin.

[Signature pages to follow]

RAMSEY-WASHINGTON METRO WATERSHED DISTRICT

Board President

Date:_____

Administrator

Date:_____

Approved as to form:

Attorney

Date:_____

CITY OF SAINT PAUL

Mayor's Office

Date: _____

Public Works

Date: _____

Office of Financial Services

Date: _____

Approved as to form:

City Attorney

Date: _____

EXHIBIT A
Scope of Work for Hazel Ross Pond

ORIGINAL DRAWING SIZE: ANSI FULL BLEED B (17.00 X 11.00 INCHES) PLOT SCALE: 1:2 PLOT DATE: 10/29/2025 9:47 AM
CADD USER: ELLERY M. OVERMYER FILE: M:\DESIGN\23620282.00\2026 HAZEL ROSS POND.DWG



1 PLAN: HAZEL-ROSS POND MAINTENANCE

0 30 60
SCALE IN FEET

PROJECT DATUM:

HORIZONTAL: RAMSEY COUNTY NAD83 (2011)
VERTICAL: NAVD88, MSL, REF, VRS SYSTEM

LEGEND:

- 870 — MAJOR CONTOUR
- - - 869 - - - MINOR CONTOUR
~ ~ ~ ~ ~ EDGE OF CATTAILS
- - - - - SHORELINE
- ST - ST - ST - STORM SEWER
— 870 — MAJOR CONTOUR
- - - 869 - - - MINOR CONTOUR
- - - - - CONSTRUCTION LIMITS

NOTES:

- APPROXIMATE SEDIMENT REMOVAL QUANTITY = 2,646 TONS.
- EXCAVATION OF ACCUMULATED SEDIMENT NOT TO EXCEED ORIGINAL POND BOTTOM.
- NOTIFY DAVE VLASIN, RAMSEY WASHINGTON METRO WATERSHED DISTRICT, AT 651-792-7972 PRIOR TO BEGINNING ANY AND ALL CONSTRUCTION ACTIVITIES TO INSPECT EROSION/SEDIMENT CONTROL PRACTICES.
- SPECIFIED EROSION/SEDIMENT CONTROL PRACTICES SHOWN ARE THE MINIMUM. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION
- CONTRACTOR TO PROTECT, REPAIR, OR REPLACE ALL DAMAGED PAVEMENT FROM CONSTRUCTION ACTIVITIES. ONLY AREAS SHOWN ON DRAWING REQUIRING REPLACEMENT WILL BE MEASURED AND CONSIDERED FOR PAYMENT.
- SEDIMENT DISPOSAL VOLUMES APPROXIMATE, FINAL TOTALS WILL VARY BASED ON DIRECTION FROM ENGINEER.

EARTHWORK	CUT	FILL
ABOVE OUTLET EL. (NWL)	0	0

PRELIMINARY DRAFT
ISSUED FOR
PROJECT CONSIDERATION

CAPITAL IMPROVEMENT PROJECT (CIP)
MAINTENANCE/REPAIRS 2026

SITE 17
HAZEL ROSS POND
ST. PAUL, MN

BARR PROJECT #
23620282.38
DWG #
C-17
REV #
A

I HEREBY CERTIFY THAT THIS 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.

PRINTED NAME: BRAD LINDAMAN
SIGNATURE: _____
DATE: 11/13/2025 LICENSE # 22178

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-	-	-	-	-	-	
A	EMO	GWB	BJL	11/03/2025	ISSUED FOR PROJECT CONSIDERATION	
#	BY	CHK	APP	DATE	RELEASE/REVISION DESCRIPTION	

BARR

4300 MARKETPOINTE DRIVE
SUITE 200
MINNEAPOLIS, MN 55435

PH: 1-800-632-2277
WWW.BARR.COM
MINNESOTA ENGINEERING FIRM
NUMBER 1010411545

**RAMSEY-WASHINGTON
METRO WATERSHED DISTRICT**

EXHIBIT B
Scope of Work for Hazel Nokomis Pond

