

*(Reserved for Recording Data)*

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## **STORMWATER MANAGEMENT FACILITIES AGREEMENT**

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and the County of Dakota, a Minnesota municipal corporation (“County”).

**WHEREAS**, County is the fee owner of certain real property situated in the City of Dakota, County of Dakota, State of Minnesota legally described as follows:

The Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4)

Parcel ID: 19-02900-30-010

and

The East Ten (E 10) acres of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4)

Parcel ID: 19-02900-35-020

all in Section Twenty-Nine (29) Township One Hundred Fifteen (115), Range Seventeen (17)

(Collectively, the “Property”); and

**WHEREAS**, County has obtained the approval of the City for the development of the Property for a Stormwater Management Facilities; and

**WHEREAS**, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes,

oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located outside the public road right-of-way; and

**WHEREAS**, the City has required that the County make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on the Stormwater Facilities Location Map on **Exhibit A** attached hereto; and

**WHEREAS**, the City and County desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

**NOW THEREFORE**, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction and Maintenance of Stormwater Management Facilities. The County agrees to construct the Stormwater Management Facilities according to the construction plans drawn by Bolton & Menk dated July 20, 2023 (“Plans”), and to repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall include but is not limited to compliance with the Stormwater BMP Inspection and Maintenance Plan (“Inspection Plan”) attached as **Exhibit B**. The County shall conduct an annual inspection and document the inspection as part of its Master Facilities Maintenance Program under the County’s MS4 Program. The City shall have the right to enter onto the property to conduct the annual inspection if it is deemed necessary. If it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the County agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. Failure to comply with the restoration ordered by the City shall be an event of default. The County further agrees that it will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

2. County’s Default. In the event of default by the County as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and County’s failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the County shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City.

3. License, Easement, and Assessment. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part. The County has conveyed to the City and the public a permanent drainage and utility easement, described and depicted in more detail on the easement document, which is dedicated to the public for the purpose of providing perpetual access to the City, or its successors responsible hereunder,

for purposes of inspecting and performing any necessary maintenance to the Stormwater Management Facilities.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions. This Agreement shall run with the land and shall be binding upon County's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

6. County Warranty. County warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of County enforceable in accordance with its terms. The party signing on behalf of the County has been duly authorized by the entity to sign the Agreement and bind the entity. County is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by County pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by County pursuant hereto have each been duly authorized by all necessary action on the part of County and such execution, delivery and performance does and will not conflict with or result in a violation of County's organizational agreement or any judgment or order. The execution, delivery and performance by County of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to County, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which County is a party or by which it or any of its properties may be bound.

7. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.









## EXHIBIT B

### STORMWATER BMP INSPECTION AND MAINTENANCE PLANS

#### Infiltration Basins

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- ✓ Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

#### Spring Maintenance (prior to vegetation growth)

- Remove trash, litter, and other debris.
- Remove silt or other soil deposits from the bottom of the basin. Work shall be done by hand with a shovel, spade, and bucket to remove the undesired materials.

#### Early Summer Maintenance (early to mid-June)

- Remove weeds. Weed removal is critical before weeds go to seed. Weeds should be removed by hand to physically remove and discard the plant and root materials.
- Repair erosion or rivulets occurring on side slopes to the basin. Sediment that is deposited in the bottom of the basin will clog the surface and prevent infiltration.

#### End of Season Maintenance (following leaf drop)

- Remove trash, litter, and other debris.
- Blow leaves from Areas. Leaf removal should be done during dry periods to effectively remove leaves.



## Rain Guardian

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- Y Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

### Spring Maintenance (following snow melt)

- Inspect the pretreatment chamber for debris on the top metal grate, within the chamber, and on the vertical, drop-in filter wall.
  - Clear debris from top metal grate.
  - Remove debris from inside chamber.
  - Clean filter wall.

### Spring through Fall Maintenance

- Following rain events, inspect the pretreatment device. The following steps should be completed if areas of the top metal grate are clogged, the chamber is >75% full, or the vertical filter wall is clogged:
  - Clear debris from top metal grate.
  - Remove debris from inside chamber.
  - Clean filter wall.

### End of Season Maintenance (following leaf drop)

- Inspect the pretreatment chamber for debris on the top metal grate, within the chamber, and on the vertical, drop-in filter wall.
  - Clear debris from top metal grate.
  - Remove debris from inside chamber.
  - Clean filter wall.

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## Surge Basin

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- Y Establish a routine maintenance schedule. It is suggested that maintenance occur in the spring (after snow melt) and fall (following leaf drop). The maintenance schedule can be adjusted based on actual observed site conditions.

### Spring Maintenance (following snow melt)

- Remove trash, litter, and other debris.
- Remove floating debris.
- Remove deposited sediment from all storm sewer piping and surge basin, including riprap.

### Early Summer Maintenance (early to mid-June)

- Remove vegetation from surge basin and riprap.

### End of Season Maintenance (following leaf drop)

- Remove trash, litter, and other debris.