

MAINTENANCE AGREEMENT
Between the Riley Purgatory Bluff Creek Watershed District and
[NAME OF PUBLIC ENTITY]

This Maintenance Agreement (Agreement) is made by and between the Riley Purgatory Bluff Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and _____, *a statutory city and body corporate and politic of the State of Minnesota* (City).

Recitals and Statement of Purpose

WHEREAS pursuant to Minnesota Statutes section 103D.345, the RPBCWD has adopted and implements the Wetland and Creek Buffers Rule, the Waterbody Crossings and Structures Rule and the Stormwater Management Rule;

WHEREAS under the Wetland and Creek Buffers Rule, certain land development activity triggers the requirement that the landowner record a declaration establishing the landowner's perpetual obligation to protect undisturbed buffer adjacent to a creek or wetland;

WHEREAS, under the Waterbody Crossings and Structures Rule, certain land development activity requires the landowner to record a declaration establishing the landowner's perpetual obligation to inspect and maintain waterbody crossings and structures in accordance with approved plans;

WHEREAS under the Stormwater Management Rule, certain land development activity triggers the requirement that the landowner record a declaration establishing the landowner's perpetual obligation to inspect and maintain stormwater-management facilities;

WHEREAS in each case, a public landowner, as an alternative to a recorded instrument, may meet the maintenance requirement by documenting its obligations in an unrecorded written agreement with the RPBCWD;

WHEREAS in accordance with the RPBCWD rules and as a condition of permit _____, the City's perpetual obligation to maintain **wetland and creek buffer, waterbody crossings and stormwater facilities** must be memorialized in a maintenance agreement specifying requirements and restrictions;

WHEREAS City and the RPBCWD execute this Agreement to fulfill the condition of permit no. _____, and concur that it is binding and rests on mutual valuable consideration;

THEREFORE City and RPBCWD agree as follows that City, at its cost, will inspect and maintain the wetland and creek buffer, waterbody crossings and stormwater facilities] as shown in the site plan attached to and incorporated into this Agreement as Exhibit A in perpetuity as follows:

1. BUFFER AREAS

- a. Buffer vegetation must not be cultivated, cropped, pastured, mowed, fertilized, subject to the placement of mulch or yard waste, or otherwise disturbed, except for periodic cutting or burning that promotes the health of the buffer, actions to address disease or invasive species, mowing for purposes of public safety, temporary disturbance for placement or repair of buried utilities, or other actions to maintain or improve buffer quality and performance, each as approved by the District in advance in writing or when implemented pursuant to a written maintenance plan approved by the District.
- b. Diseased, noxious, invasive or otherwise hazardous trees or vegetation may be selectively removed from buffer areas and trees may be selectively pruned to maintain health.
- c. Pesticides and herbicides may be used in accordance with Minnesota Department of Agriculture rules and guidelines.
- d. No fill, debris or other material will be placed within a buffer.
- e. No structure or impervious cover (hard surface) may be created within a buffer area beyond that shown in the scaled site plan attached to this declaration as Exhibit A.
- f. Permanent wetland buffer markers will be maintained in the locations shown on the approved site plan attached as Exhibit A. Language shall indicate the purpose of the buffer, restrictions, and the name and website address of the Riley Purgatory Bluff Creek Watershed District.

2. WATERBODY CROSSINGS & STRUCTURES

- a. Crossings and structures in contact with the bed or bank of a waterbody will be inspected at least once a year and maintained in good repair in perpetuity to ensure adequate hydraulic and navigational capacity is retained in accordance with approved plans; to ensure no net increase in the flood stage beyond that achieved by the approved plans; to prevent adverse effects to water quality, changes to the existing flowline/gradient and increased scour, erosion or sedimentation; and minimizing the potential for obstruction of the waterbody.

3. STORMWATER FACILITIES

- a. **Stormwater retention and treatment basin(s).** Stormwater retention and treatment basin(s) must be inspected at least once a year to determine if the basin's retention and treatment characteristics are adequate and continue to perform per design. Culverts and outfall structures must be inspected at least annually and kept clear of any obstructions or sediment accumulation. Sediment accumulation must be measured by a method accurate to within one vertical foot. A storage treatment basin will be considered inadequate if sediment has decreased the wet storage volume by 50 percent of its original design volume. Based on this inspection, if the stormwater basin(s) is identified for sediment cleanout, the basin(s) will be restored to its original design contours and vegetation in disturbed areas restored within one year of the inspection date.
- b. **Raingardens, infiltration basins and filtration basins.** Raingardens, infiltration basins and filtration basins will be inspected annually to ensure continued live storage capacity at or above the design volume. Invasive vegetation, excess sediment and debris will be removed as needed and healthy plant growth will be maintained to ensure that the facilities continue to perform per design.
- c. **Vegetated swales.** Vegetated swales will remain free from mowing or other vegetative disturbance, fertilizer application, yard or other waste disposal, the placement of structures or any other alteration that impedes the function of the vegetated swale.
- d. **Pervious pavement.** Pervious pavement will be inspected after at least one major storm per year and otherwise annually to ensure continuing performance per design. Surface openings will be vacuumed in dry weather to remove dry, encrusted sediment as necessary. Broken units that impair the structural integrity of the surface will be replaced. If water stands for an extended period of time, the base materials will be removed and replaced.
- e. **Underground storage facilities.** Underground storage facilities will be inspected at least annually to ensure continuing performance per design. Capacity will be considered inadequate if sediment has decreased the storage volume by 50 percent of the original design volume. Accumulated debris and sediment will be removed, and inlet and outlet structures will be kept clear of any flow impediments.
- f. **Grit chambers, sump catch basins and sump manholes.** Grit chambers, sump catch basins and sump manholes will be inspected in the spring, summer and fall of each year. All sediment and debris will be removed as needed such that the stormwater facilities operate as designed and permitted.

- g. **Proprietary stormwater facilities.** Proprietary stormwater facilities will be inspected at least annually and maintained as specified or recommended by the manufacturer and/or installer as described in Exhibit X.
- 3. **Reporting.** City will submit to the RPBCWD annually a brief written report that describes stormwater facility maintenance activities performed under this declaration, including dates, locations of inspections and the maintenance activities performed.
- 4. **Property Transfer.** If City conveys into private ownership a fee interest in the property that is the subject of 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 other 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 the purchaser accept an assignment of all obligations vested under this Agreement.
- 5. This Agreement may be amended only in a writing signed by the parties.
- 6. The recitals are incorporated as a part of this Agreement.

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

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____ Date:
 President, Board of Managers

City of City

By: _____ Date:
 Its Mayor

By: _____ Date:
 Its Administrator