

**ANOKA CONSERVATION DISTRICT
PARTNERSHIP AGREEMENT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF
STORMWATER, EROSION CONTROL AND LANDSCAPING FEATURES**

THIS AGREEMENT is made on this ____ day of ____, 2014 (Effective Date), by _____, (Owner[s]) of the property located at _____ (Property), and the Anoka Conservation District (ACD), a Minnesota Special Purpose Unit of Government with powers set forth in Minnesota Statutes 103C.

WHEREAS, the ACD has initiated a stormwater retrofit program for the improvement and remediation of stormwater management systems and shorelands in the Coon Lake Subwatershed, located in Anoka County, Minnesota, and

WHEREAS, in cooperation with the Owner(s) the ACD intends to construct a project at the Property as shown on the attached **Exhibit A** (Project). This Project will benefit water quality in Coon Lake and will benefit Owner's Property and other property in the Coon Lake Area, and

WHEREAS, the ACD will provide for the construction of the Project, and

WHEREAS, Owner desires to maintain and manage the Project, using Best Management Practices, to ensure Project success.

BE IT RESOLVED THAT, in consideration of mutual promises set forth herein and other good and valuable consideration, the ACD and Owner(s) agree as follows:

1. The ACD will be responsible for initial construction of the Project.
2. The ACD and Owner each agree that financial responsibility for construction of this Project shall be as shown in **Table 1** below:

Table 1. Financial Responsibility for Project Construction

RESPONSIBLE PARTY	COST (\$)	% OF TOTAL
Owner	\$0.00	0%
Anoka Conservation District	\$X,XXX.XX	100%
TOTAL PROJECT COST*	\$X,XXX.XX	100%

*The total project cost will not exceed the amount shown above and will be based on final bids received for the Project. The homeowner's responsibility will follow a linear depreciation over the effective life of the Project (10 years).

3. The ACD will coordinate the initial construction of the Project on the Property, including, but not limited to soliciting contractors and bids and coordinating the construction schedule.

4. Under no circumstances will ACD be responsible for the on-going physical performance of the Project, or for any repairs, changes or alterations to the same and cost thereof.

Operation & Maintenance

5. The Owner agrees, at Owner's expense and at no cost to the ACD.
 - a. For all projects, the Owner will:
 - (1) Maintain the integrity and viability of the Project,
 - (2) Maintain all planted perennial vegetation in the Project area in a way that does not compromise the effectiveness of the design,
 - (3) Replace any planted perennial vegetation that is lost with functionally equivalent vegetation, regardless of whether the Owner caused or contributed to the loss,
 - b. For rain gardens, the Owner will:
 - (1) Remove weeds from the project area.
 - (2) Remove all litter, debris, and accumulated sediment from the Project area, and
 - (3) Maintain and clean the pretreatment chamber.
 - c. For lakeshore restorations, the Owner will:
 - (4) Maintain the constructed extent of vegetation and grade.
 - (5) Comply with MN DNR Rules for alterations below the lake's ordinary high water level (OWHL), including those pertaining to removal of aquatic vegetation that was not part of the project construction.
6. The Owner assumes the full and sole responsibility for the maintenance of the Project over the effective life, a minimum of ten (10) years. Should the owner fail to maintain the Project during its effective life, the Owner is liable to the ACD for up to 100% of the amount of financial and technical assistance provided, as identified in **Table 1**.

The Owner is not liable to the ACD for financial assistance provided to the Project if:

- 1) The ACD determines that the Project's failure was caused by reasons beyond the Owner's control,
 - 2) The Owner has conveyed title to the Property, provided that the Owner notifies the ACD at least 30 days prior to conveyance of the Property and facilitates communication between the ACD and the prospective owner regarding continued maintenance of the Project, or
 - 3) If conservation practices are applied at the Owner's expense that provide equivalent benefit to soil and/or water resources, as determined by the ACD.
7. The Owner agrees to indemnify, defend, and hold harmless the ACD from all present and future claims that may arise from the construction and maintenance of the Project located on the Property.

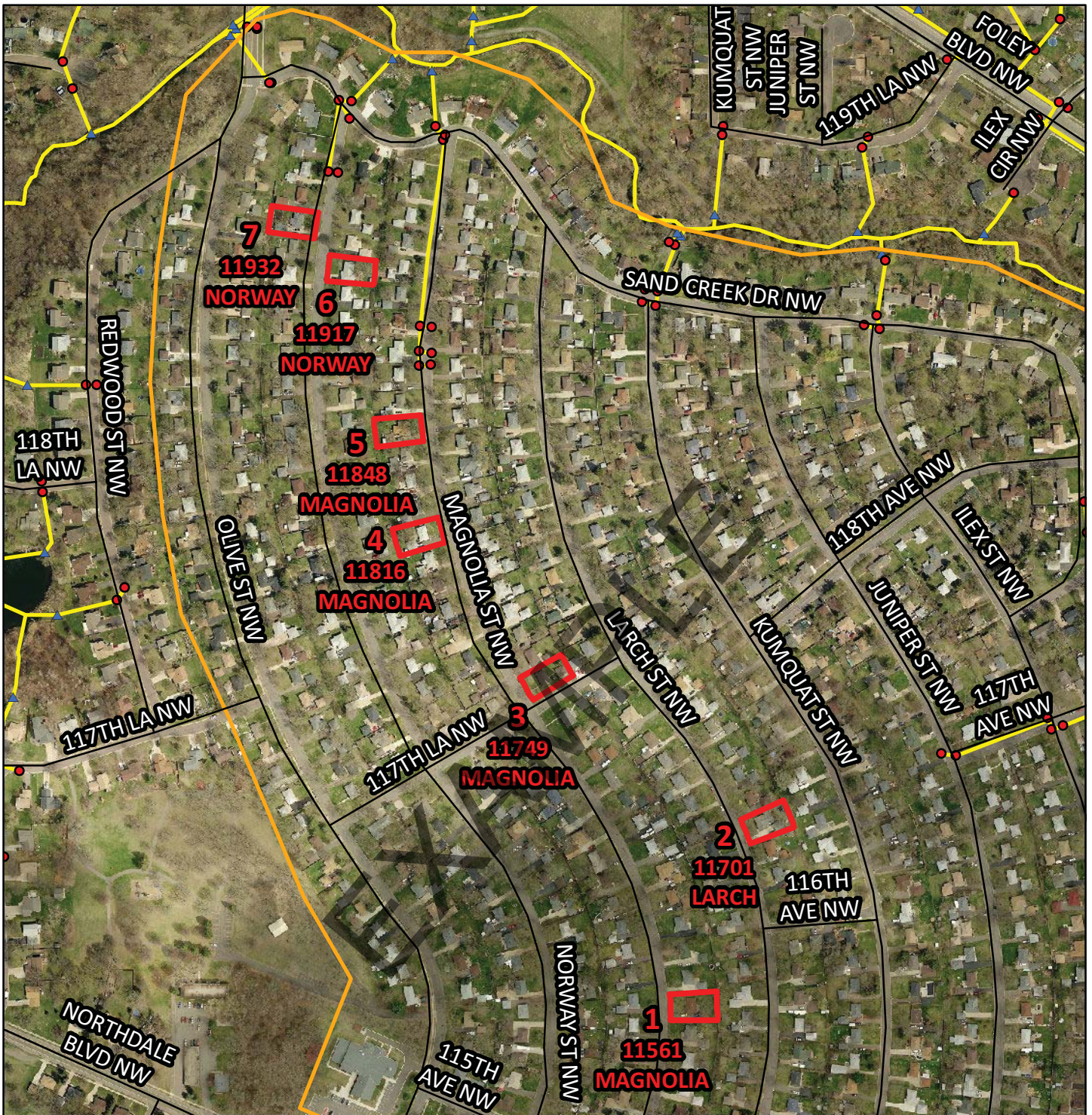
8. The Owner shall allow the ACD or its partners to bring other landowners to the Property, at reasonable times and with prior notice to the Owner, to view the Project for the purpose of encouraging other landowners to utilize similar Best Management Practices. This paragraph does not create any right of public entry onto the Owners property except as coordinated with Owner and accompanied by a representative of ACD or its partners.
9. This agreement will remain in effect for ten (10) years after the Effective Date. Any modification or cancellation of this agreement shall be in writing and signed by both parties.
10. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following addresses:

Anoka Conservation District
1318 McKay Drive NE, suite #300
Ham Lake, MN 55304

EXAMPLE

Exhibit A. Project location and design. Location #2.

EXAMPLE



Sand Creek Neighborhood (SC-R3)

Curb Cut Rain Garden
Grading and Planting Plans

Client: Coon Creek Watershed District
Designer: Anoka Conservation District


Locations


Coon Rapids, MN


Sheet 1 of 16

Date: June 18, 2014

 Rain Garden Property

 SC-R3 Catchment

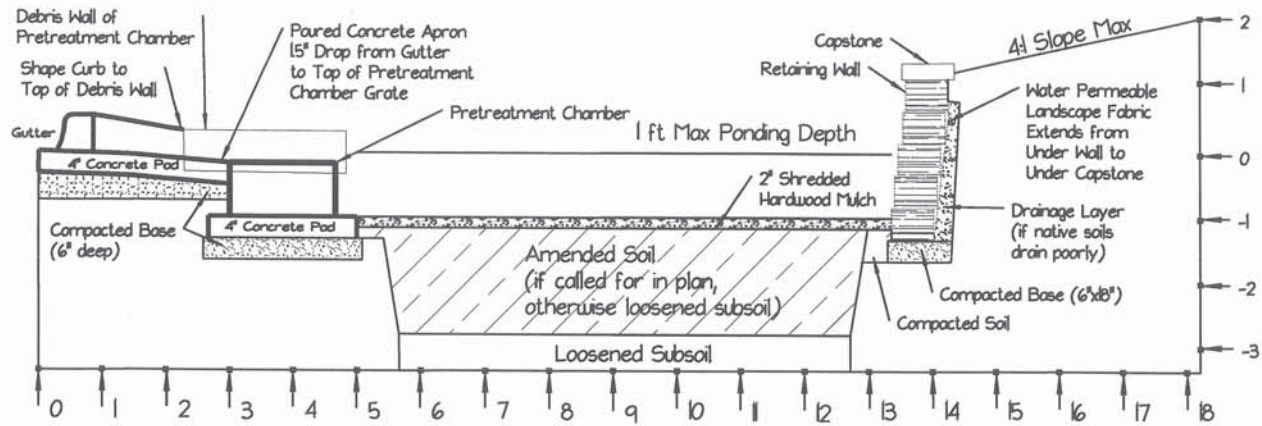
 Catch Basin

 Storm Sewer Line

0 0.075 0.15
Miles

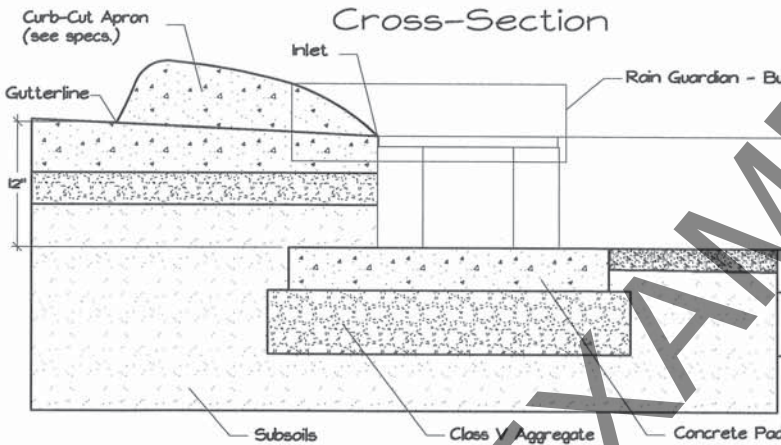


Rain Garden Cross Section - (horizontal measurement and retaining wall height vary by location)

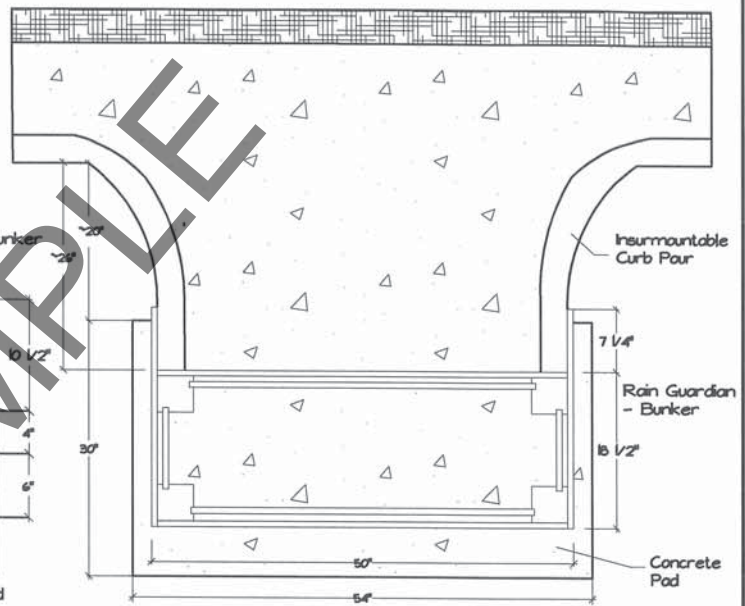


Curb-Cut, Inlet, and Pretreatment

MnDot Concrete mix No. 3A32 - 3900psi, 5-8 air-entrainment, Membrane Curing Compound (3755), and with broom finish. Disturbed bituminous street surfacing shall be sawcut or milled to form a smooth edge for patching with 6" Class V gravel base and 2.5" of LV4 bituminous mix. Poured curb must be insurmountable shape to prevent water flow from overtopping downstream side of apron.



Plan View



Notes For All Sites

- All elevations are relative to gutter at curb cut.
- It is critical that the top of the concrete pretreatment chamber pad be precisely 1' below the curb gutter.
- Baseline is measured from edge of driveway.
- Contact Gopher State One to verify utility locates prior to work.
- Protect OR move all existing utilities from damage.
- No retaining walls are to be constructed over gas or water utilities, make adjustments on site as necessary.
- Avoid equipment traffic on driveways and walkways.
- Limit non-tracked equipment over infiltration area.
- Hatched basin area represents the level bottom of the rain garden at finished elevation with mulch and compost.
- Over excavate basin 2" to accommodate mulch and compost.
- Rip subsoils after excavation to maximum depth possible.
- Remove soils with reduced infiltration if found during ripping.
- Amend with 2" of compost and incorporate to a depth of 18".
- Cover basin and additional planting area with 2" of double shredded hardwood mulch.

- Replace or repair any private underground sprinkler lines or heads disturbed during construction.
- Repair all areas of damaged sod affected during construction.
- Side slopes should be 3:1 up to ground level.
- Slope behind retaining walls not to exceed 4:1.
- Retaining wall constructed of segmental block (diamond straight face, with capstone).
- Step wall top to follow lawn elevation.
- Walls should be no taller than 38" with capstone.
- Bottom course of wall should be buried below grade with compacted soil in front.
- Water permeable landscape fabric should be installed under and wrapped up behind wall and secured under capstone.
- Capstone to be secured in place with landscape block adhesive.
- Mulch should be at least 2" deep but no more than 3" deep.
- Follow design details. If there are issues or questions contact Anoka Conservation District prior to making any changes. 763-434-2030

Sand Creek Neighborhood (SC-R3)

Typical Detail
Curb Cut Rain Garden, Inlet and
Pretreatment Chamber

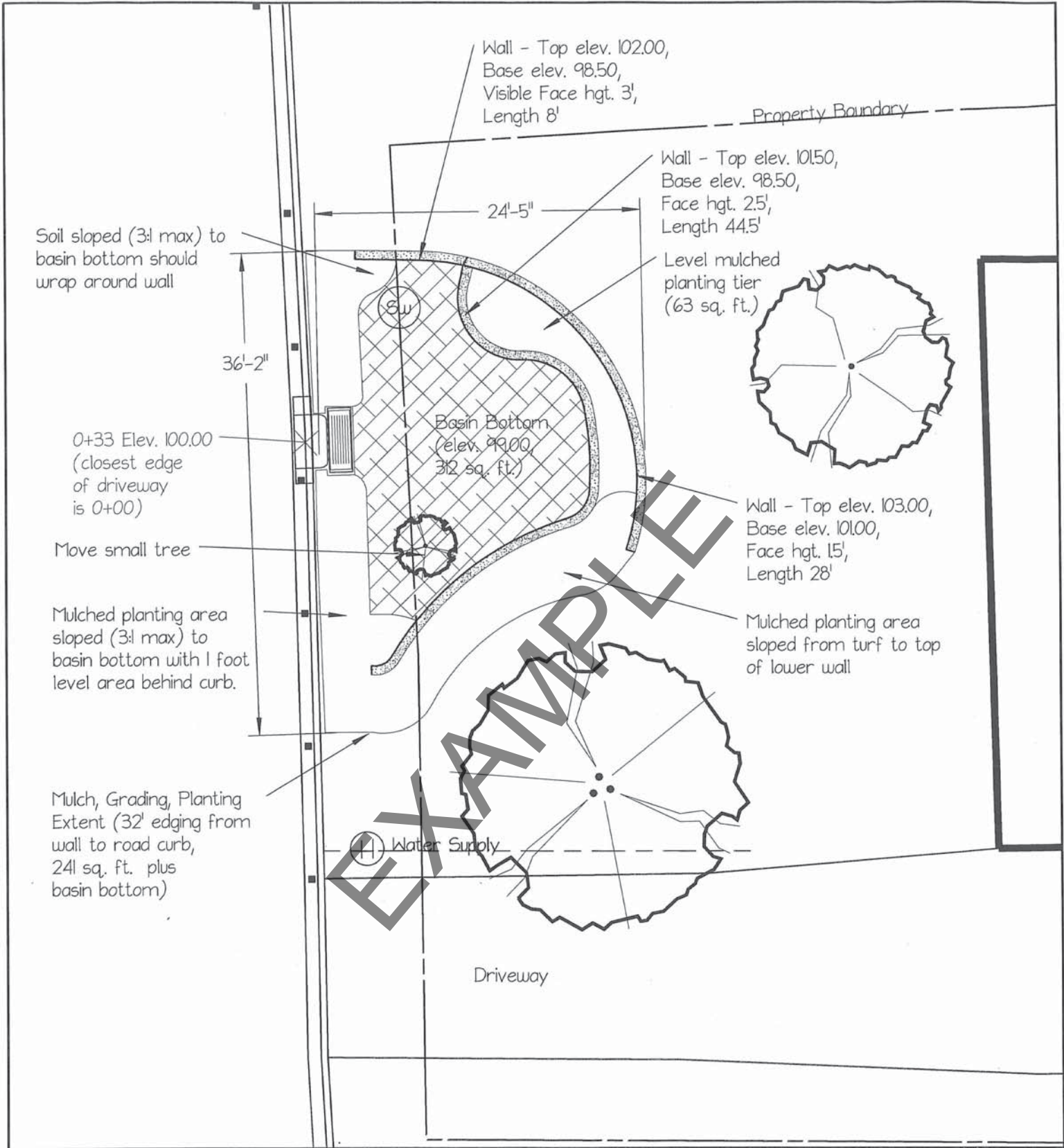
Client: Coon Creek Watershed District
Designer: Chris Lord, District Manager
Anoka Conservation District

All Sites

Sheet 2 of 16

Date: June 18, 2014

Not to Scale



Sandcreek Neighborhood (SC-R3)

Curb Cut Rain Garden
Design and Grading Plan

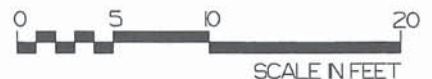
Client: Coon Creek Watershed District
Designer: Chris Lord, District Manager
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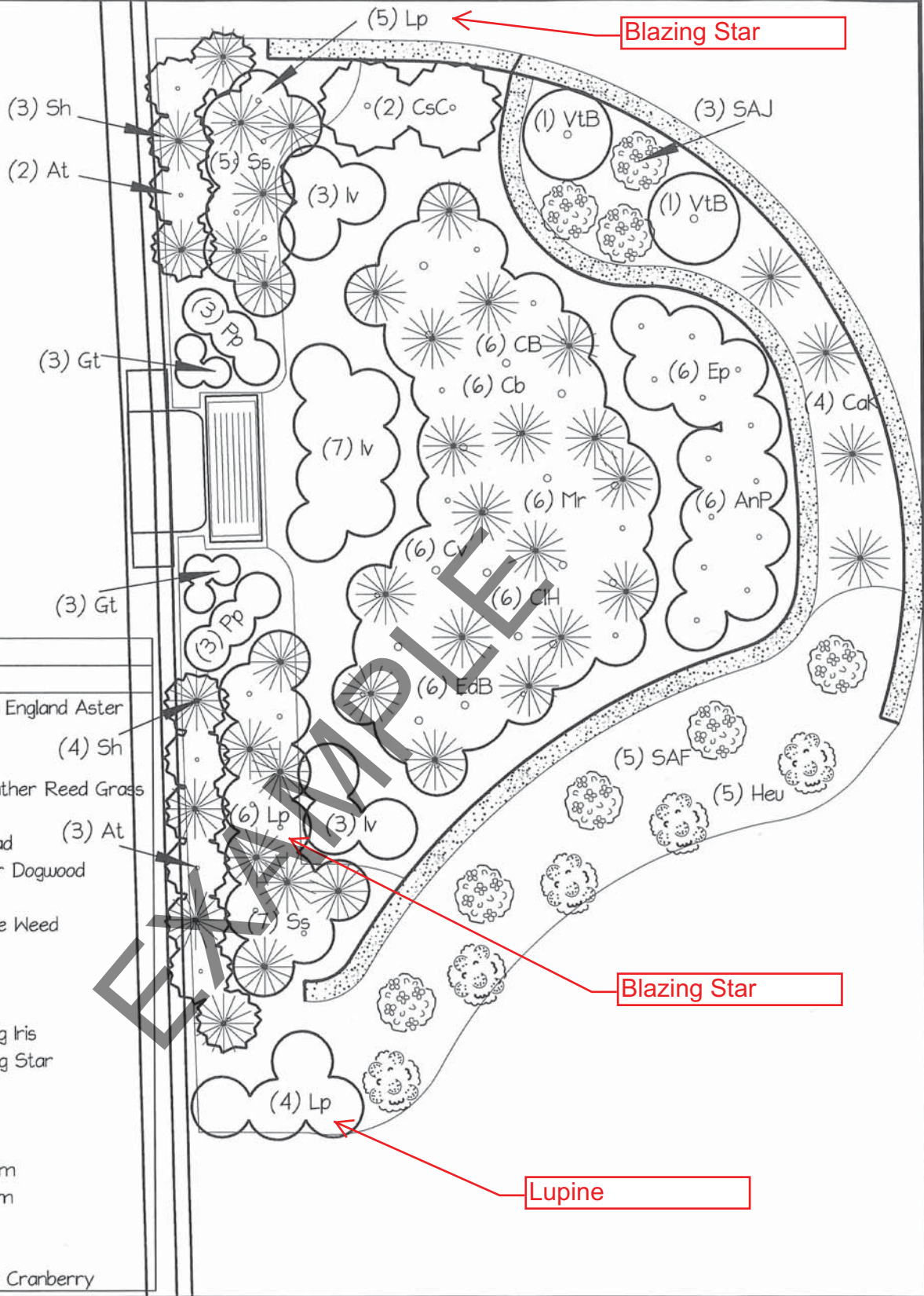
Location 1

Hanson, Duane
11561 Magnolia St. NW
Coon Rapids, MN

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Date: June 18, 2014





Key	Qty	Common Name
Other Plants		
AnP	6	Purple Dome New England Aster
At	5	Butterfly Weed
CB	6	Bicknell s Sedge
CaK	4	Karl Foerster Feather Reed Grass
Cb	6	Bebb s Sedge
ClH	6	Hot Lips Turtlehead
CsC	2	Cardinal Red Osier Dogwood
Cv	6	Fox Sedge
EdB	6	Baby Joe Joe-Pye Weed
Ep	6	Boneset
Gt	6	Prairie Smoke
Heu	5	Coral Bells
Iv	3	Northern Blue Flag Iris
Lp	11	Thick Spike Blazing Star
Lp	4	Wild Blue Lupine
Mr	6	Monkeyflower
Pp	6	Pasque Flower
SAF	5	Autumn Fire Sedum
SAJ	3	Autumn Joy Sedum
Sh	7	Prairie Dropseed
Ss	12	Little Bluestem
VtB	2	Compact Highbush Cranberry

Sandcreek Neighborhood (SC-R3)

Curb Cut Rain Garden Planting Plan

Client: Coon Creek Watershed District
 Designer: Chris Lord, District Manager
 Anoka Conservation District

Location 1

Hanson, Duane
 11561 Magnolia St. NW
 Coon Rapids, MN

Sheet 4 of 16

Date: June 18, 2014



IN WITNESS WHEREOF, this Agreement is executed.

OWNER(S)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, Owner(s).

[Stamp]

NOTARY PUBLIC

ANOKA CONSERVATION DISTRICT

Chairperson

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Chairperson of the Anoka Conservation District, a Minnesota Special Purpose Unit of Government, duly authorized on its behalf.

[Stamp]

NOTARY PUBLIC