

Cooperative Cost-Share Agreement Between  
Brown's Creek Watershed District and the City of Stillwater

**Brewers Pond Separator Project**

**This cost-share agreement** is made by and between the City of Stillwater, a Minnesota municipal corporation (Stillwater), and Brown's Creek Watershed District, a special purposes governmental entity of the State of Minnesota with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (BCWD), for purposes of BCWD's contribution of technical and financial support for adding a stormwater-treatment device to Stillwater's planned replacement of a storm-sewer pipe running from Northland Avenue to Brewers Pond.

**Recitals**

A. In reviewing the Northland Avenue drainage area for water-quality improvement opportunities, BCWD and Stillwater staff identified a need to address erosion along a storm-sewer pipe from Northland Avenue to Brewers Pond that is the location of washouts causing sediment to reach the pond, and as Stillwater developed plans for replacing the pipe (the Pipe Project), BCWD requested that plans for the Pipe Project include stormwater treatment to further reduce sediment and associated phosphorus in stormwater flowing to the pond;

B. Stillwater staff determined, in consultation with BCWD staff and engineers, that adding a storm-sewer separator to the pipe to remove pollutants and sediment from stormwater flowing to the pond (the Separator) would be feasible;

C. The BCWD engineer assessed the effectiveness of including the Separator in the Pipe Project, and determined that doing so would remove approximately 480 pounds of sediment from stormwater flowing to the pond each year;

D. Stillwater prepared the necessary technical documents and solicited a contractor for construction of the Pipe Project with the Separator included, and received two quotes, the lower of which included the Separator at a cost of \$23,000, and Stillwater provided documentation that it would incur \$1,000 in mobilization costs and \$1,000 in oversight costs beyond the costs to be incurred by the city for the Pipe Project;

E. The Pipe Project with the Separator included is referred to herein as "the Project."

F. Stillwater and BCWD are authorized by Minnesota Statutes section 471.59 to enter into this agreement for purposes of the Project.

1. Location. Stillwater holds the Northland Avenue right-of-way within the City of Stillwater in trust for public purposes, holds a drainage and utility easement from Northland Avenue to property owned in fee by Stillwater and designated by Washington County property-identification number 31 030 20 14 0048, and holds the drainage and utility easement over privately owned parcels and through which runs the storm-sewer

infrastructure that is the subject of this agreement, all within the City of Stillwater, Washington County, Minnesota. (The land-use rights held in trust by Stillwater and fee parcel are referred together herein as “the Project Site.”)

2. Conduct of the Project. Stillwater will:

- a. perform construction oversight and other management the implementation of the Project in accordance with the design and plans in Exhibit A, which BCWD, by the signature of its authorized representative hereunder, approves;
- b. obtain, at its expense, any permits and approvals required for the Project, including laws requiring location of buried utilities prior to land disturbance and will be responsible for compliance with all such requirements;
- c. contract in accordance with state public-procurement and other applicable law for the construction of the Project in accordance with the design and plans in Exhibit A, and will require that the contractor selected to construct the Project:
  - i. name BCWD as an additional insured for general liability with primary and noncontributory coverage and provide a certificate showing same prior to start of construction.
  - ii. indemnify, defend and hold BCWD harmless from any and all actions, costs, damages and liabilities of any nature arising from the contractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to Stillwater; and
  - iii. ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.

Stillwater will also maintain a copy of the final design and plans and other records concerning the Project for six years from the date construction of the Project is completed. BCWD may examine, audit or copy any such records on reasonable notice to Stillwater.

4. Reimbursement. BCWD, on receipt from Stillwater of receipts, invoices or other documentation reasonably requested by BCWD, along with documentation of Stillwater’s payment of the costs of the Separator will reimburse Stillwater 100 percent of the costs of construction of the Separator, not to exceed a total of \$23,000, and will reimburse up to \$2,000 of documented costs of Stillwater’s oversight of construction the Project and other expenses. Stillwater is responsible for any costs beyond this reimbursement amount incurred in completing Project.

Total reimbursement paid to Stillwater by BCWD for Project costs will not exceed \$25,000.

5. Signage; Access. Stillwater will permit BCWD, at its cost and discretion, to place reasonable signage on Stillwater's property informing the general public about the Project and BCWD generally.

6. Maintenance. Stillwater will maintain the Project for at least 25 years from the date construction is complete to ensure continued efficacy of the Project generally and the Separator specifically. If Stillwater does not perform maintenance obligations, BCWD will have a right to reimbursement of all amounts paid to Stillwater, unless BCWD determines that the failure to maintain the Project was caused by reasons beyond Stillwater's control. BCWD and its representatives may enter the Project Site at reasonable times to inspect the condition of the Project and confirm proper maintenance.

7. Timeline and Term; Survival of Obligations. This agreement is effective when executed by all parties and expires three years thereafter. Stillwater's obligations that have come into being before termination, specifically including obligations under paragraph 6, will survive expiration. BCWD retains the right to void the agreement if the Project is not completed by June 1, 2026. After BCWD notifies Stillwater that it intends to void this agreement because of Stillwater's failure to complete, Stillwater will not be eligible to receive reimbursement for work subject to the agreement unless BCWD extends, in writing, the Project-completion period.

8. Notices. Any written communication required under this agreement will be addressed to the other party as follows:

Stillwater:  
Assistant City Engineer  
City of Stillwater  
(651) 430-8834  
[rabdullah@ci.stillwater.mn.us](mailto:rabdullah@ci.stillwater.mn.us)

BCWD:  
Administrator  
Brown's Creek Watershed District  
651-331-8316  
kkill@wcdmn.org

9. BCWD Role; Indemnification. BCWD's role under this agreement is solely to provide funds to support the Project. Review of any design or installation by BCWD or its representative is solely for the purpose of establishing accountability for BCWD funds expended. Stillwater remains fully responsible for the means, method and manner of designing, constructing and operating the Project. Neither Stillwater nor Stillwater's contractor acts as the agent or representative of BCWD in any manner. Stillwater will hold BCWD, its officers, board members, employees and agents harmless, and will defend and indemnify BCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to Stillwater. No action or inaction of BCWD or Stillwater under this

agreement creates a duty of care on the part of BCWD or Stillwater for the benefit of any third party.

10. Waiver and Rights. BCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, BCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities, defense or liability limit with respect to any third party.

Intending to be bound, the parties hereto execute and deliver this agreement.

**City of Stillwater**

**Brown's Creek Watershed District**

\_\_\_\_\_  
Ted Kozlowski, Mayor

\_\_\_\_\_  
Klayton Eckles, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attest*

*Approved as to form and execution*

\_\_\_\_\_  
Beth Wolf  
City Clerk

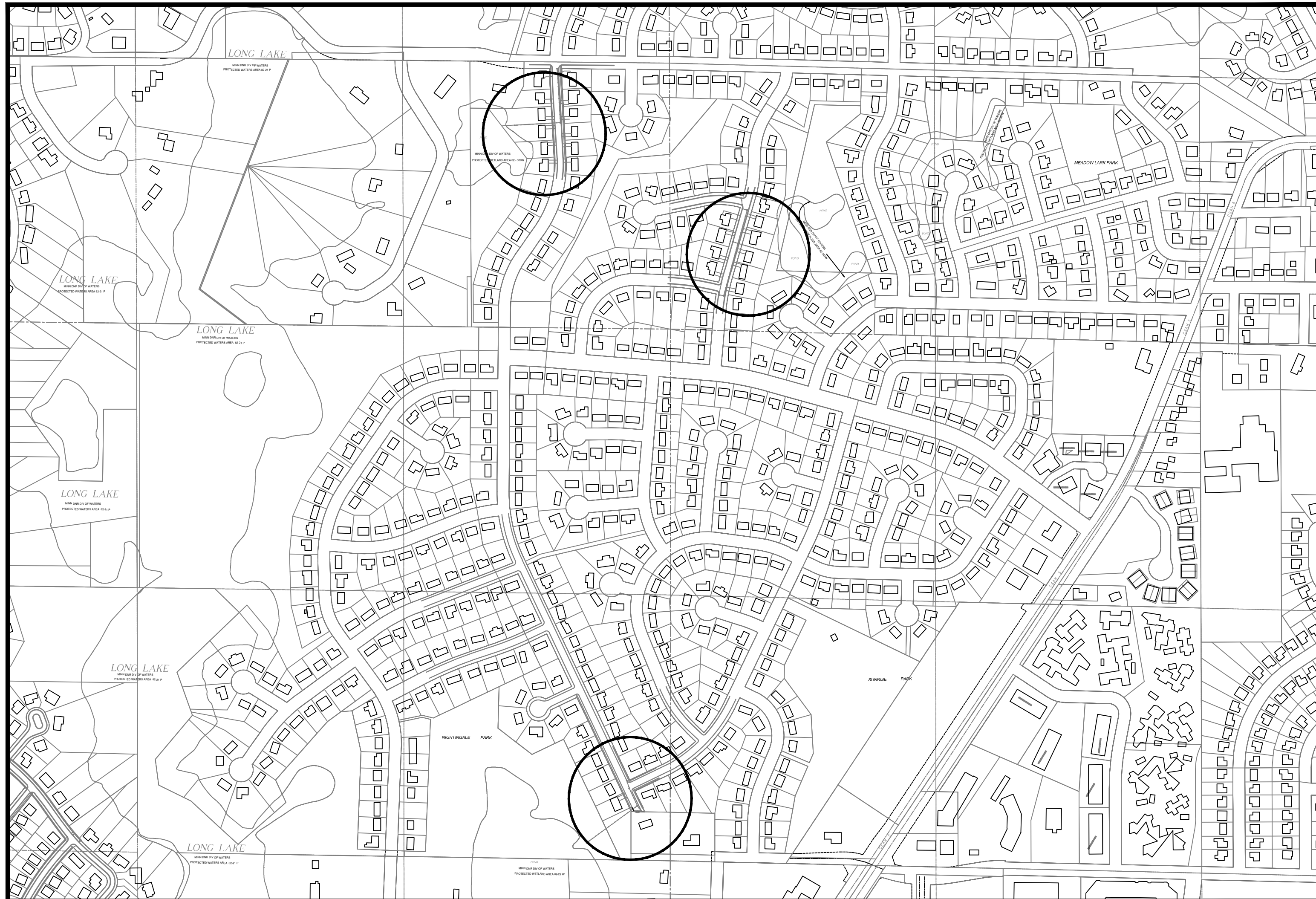
\_\_\_\_\_  
BCWD counsel

**Exhibit A**  
**Project Plans and Design**

DRAFT

# CITY OF STILLWATER, MINNESOTA

NORTHLAND AVE STORM SEWER PROJECT  
PROJECT # 2024-MISC



## STATEMENT OF ESTIMATED QUANTITIES

Item No.	Item	Unit	Estimated Quantity
1	Mobilization (5% max)	LS	1.00
2	Traffic Control	LS	1.00
3	CLEARING AND GRUBBING TREES (0"-6" DIAMETER)	SY	650.00
4	Remove Existing Curb and Gutter (Various Type)	LF	25.00
5	Sawing Concrete Pavement (Full Depth)	LF	5.00
6	Sawing Bituminous Pavement (Full Depth)	LF	80.00
7	Remove Bituminous Pavement	SY	75.00
8	Remove Concrete Pavement	SF	100.00
9	Remove Storm Sewer Pipe	LF	322.00
10	Common Excavation	CY	360.00
11	Select Granular Borrow (CV)	CY	60.00
12	Common Fill	CY	310.00
13	Bituminous Material for Tack Coat	GAL	4.00
14	Wear Course Mixture SPWEA330B (1.5-inch)	TN	7.00
15	Base Course Mixture SPNWEB330B (2.5-inch)	TN	11.00
16	15" RC Pipe Sewer Design 3006 Cl. III(All Depths)	LF	35.00
17	18" HDPE Sewer Pipe (All Depths)	LF	310.00
18	18" Concrete Flared End Section with Trash Guard	EA	1.00
19	21" Concrete Flared End Section with Trash Guard	EA	2.00
20	Construct Drainage Structure 48" Storm Manhole (0-8- depth)	EA	2.00
21	Construct Drainage Structure 48" Extra Depth	LF	12.00
22	Furnish Adapter Plate 3067-27	EA	1.00
23	Furnish Catch Basin Casting (Neenah R3067-L or Equal)	EA	1.00
24	Furnish Manhole Casting & Lid - Storm or Sanitary( Neenah R1733 or equal)	EA	1.00
25	Furnish Neenah R-3067-L Grate	EA	1.00
26	Install Catch Basin Casting (Neenah R3067-L or Equal)	EA	1.00
27	Install Adapter Plate 3067-27	EA	1.00
28	Install MH Casting (storm or sanitary)	EA	1.00
29	Adjust Catch Basin Casting	EA	1.00
30	Adjust MH Casting (storm or sanitary)	EA	1.00
31	Connect To Existing Drainage Structure	EA	1.00
32	5" Concrete Pavement Design 3A32	SY	10.00
33	Concrete Curb and Gutter (various types) Hand Install - Mix Design 3A32	LF	20.00
34	Curb Inlet Protection	EA	2.00
35	Erosion Control Bio-logs	LF	1360.00
36	RipRap Class III with fabric	CY	22.50
37	Select Topsoil Borrow screened (LV)	CY	55.00
38	Fertilizer, Type 3 (350#/Acre)	LB	25.00
39	Seeding (mix 270) and hydraulic soil stabilizer Type 5	SY	650.00
40	Hydro International First Defense or Downstream Defender	EA	1.00

SHEET #	INDEX DESCRIPTION
1	TITLE SHEET AND STATE OF ESTIMATED QUANTITIES
2	DETAILS
3	SITE REMOVAL AND RECONSTRUCTION PLAN - NORTHLAND AVENUE
4	SITE REMOVAL AND RECONSTRUCTION PLAN - 220 NORTHLAND & 407 EDGEWOOD

**GENERAL NOTES:**

1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
2. THE EXACT LOCATION OF UNDERGROUND GAS, TELEPHONE, FIBER OPTIC, ELECTRIC, CABLE TV AND PIPELINES ARE UNKNOWN. THE CONTRACTORS SHALL CONTACT GOPHER STATE ONE PRIOR TO COMMENCING EXCAVATION.
3. GOVERNING SPECIFICATIONS:  
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2020 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
4. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS"

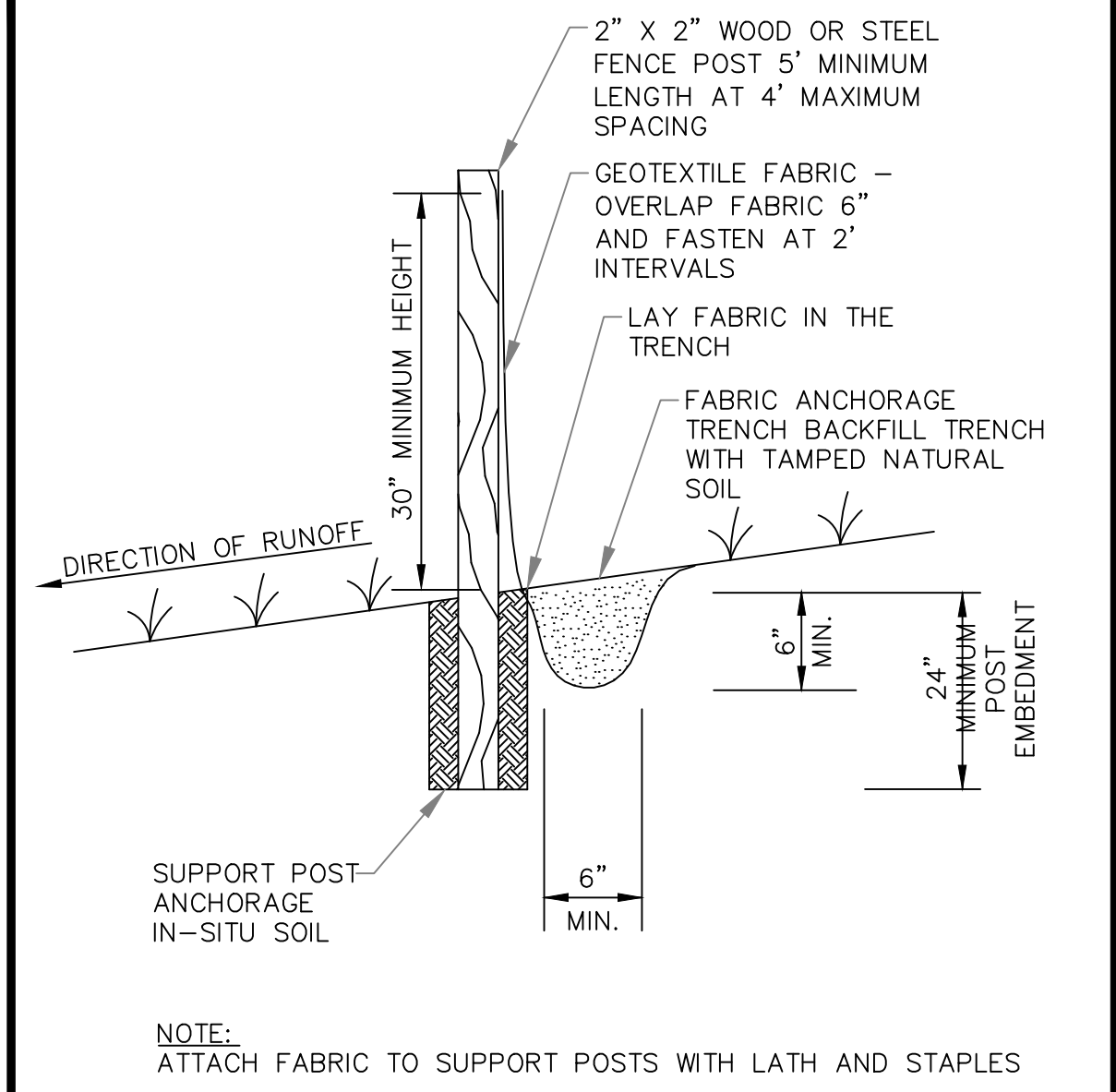
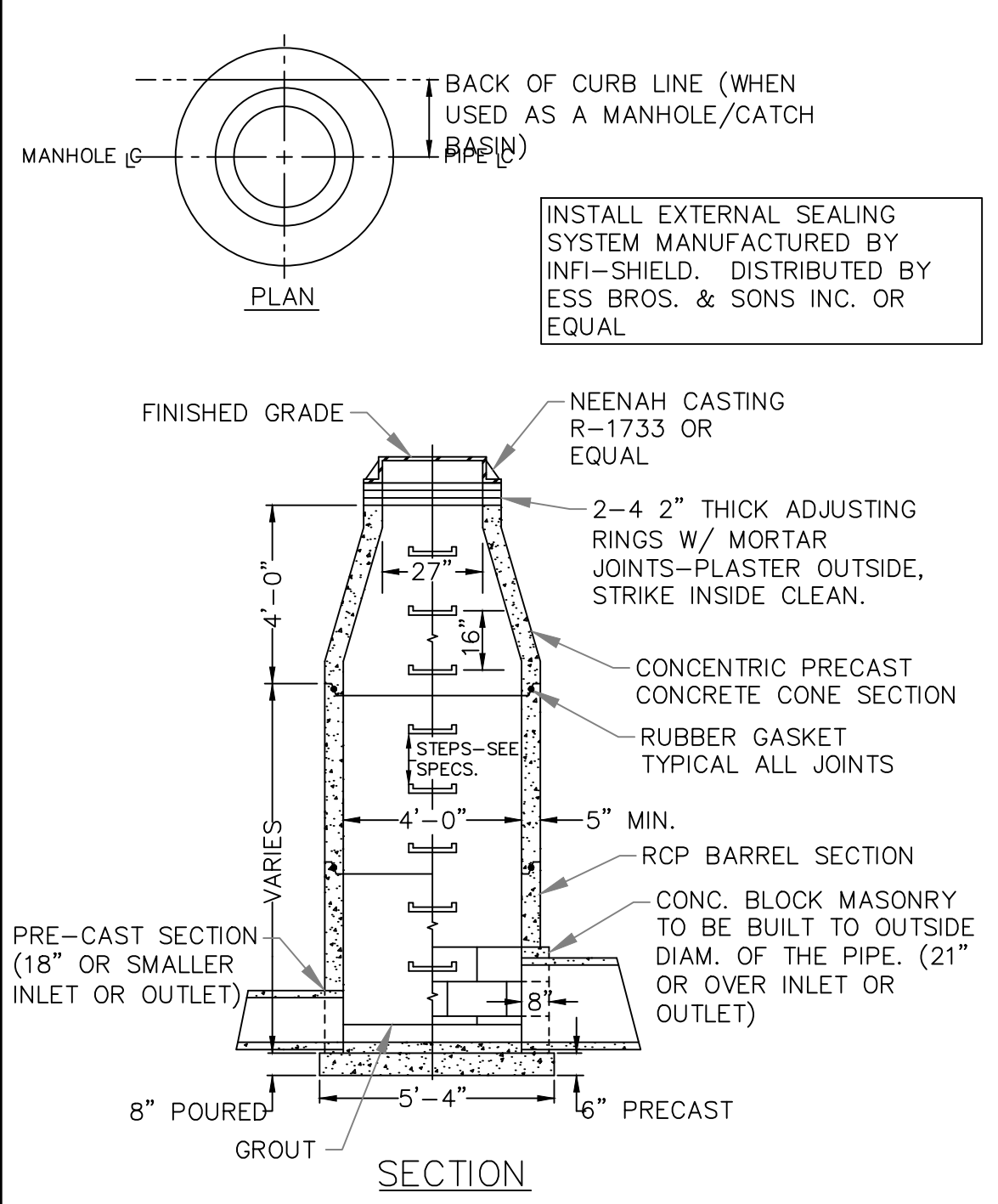
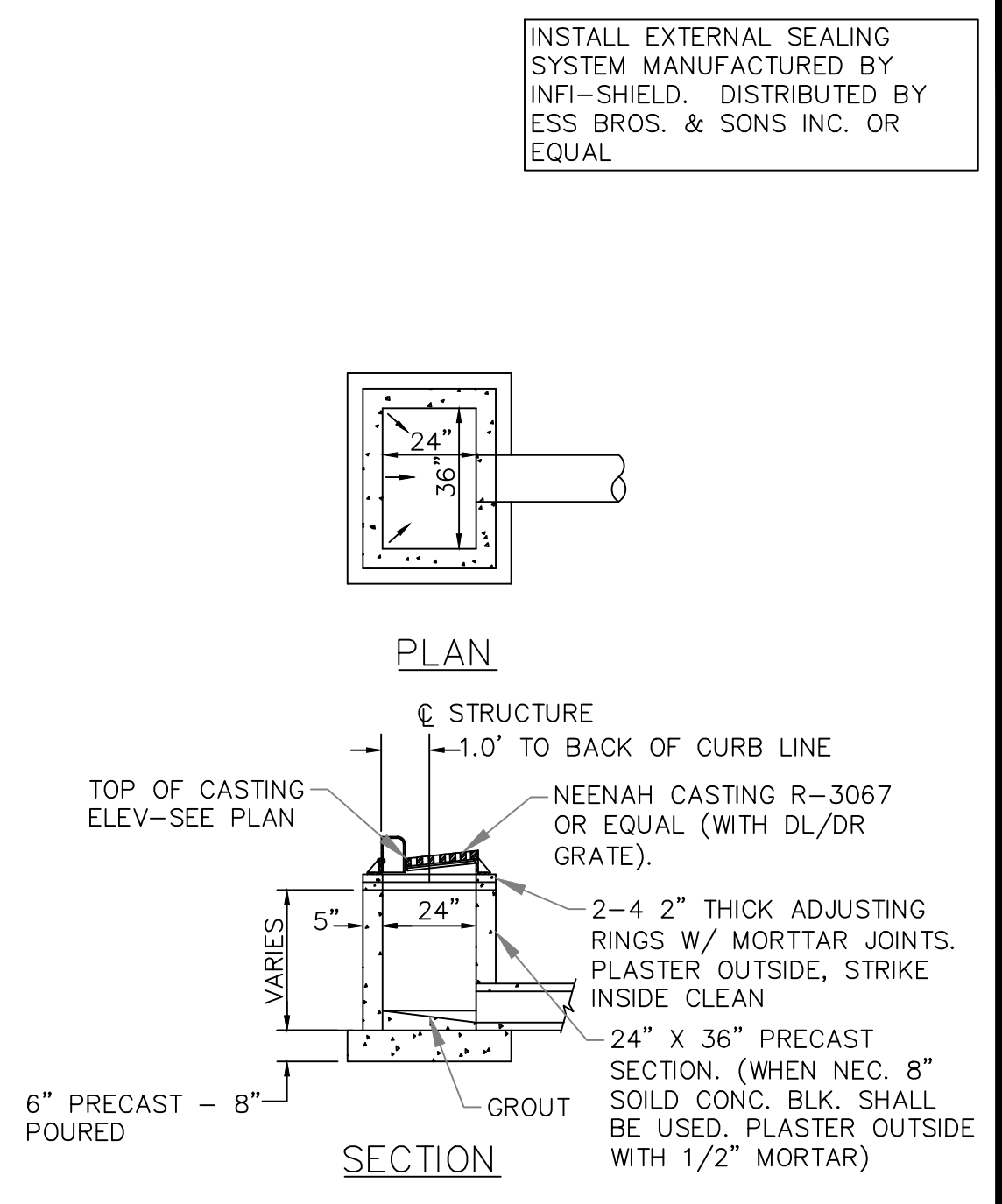
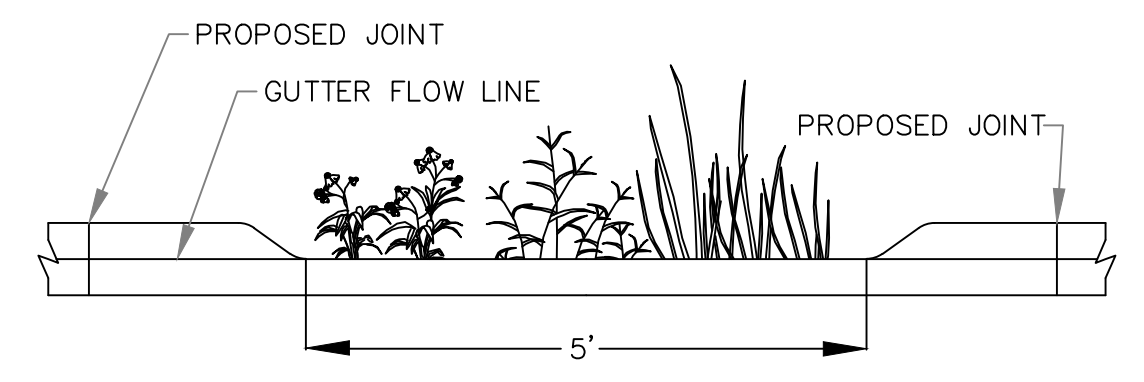
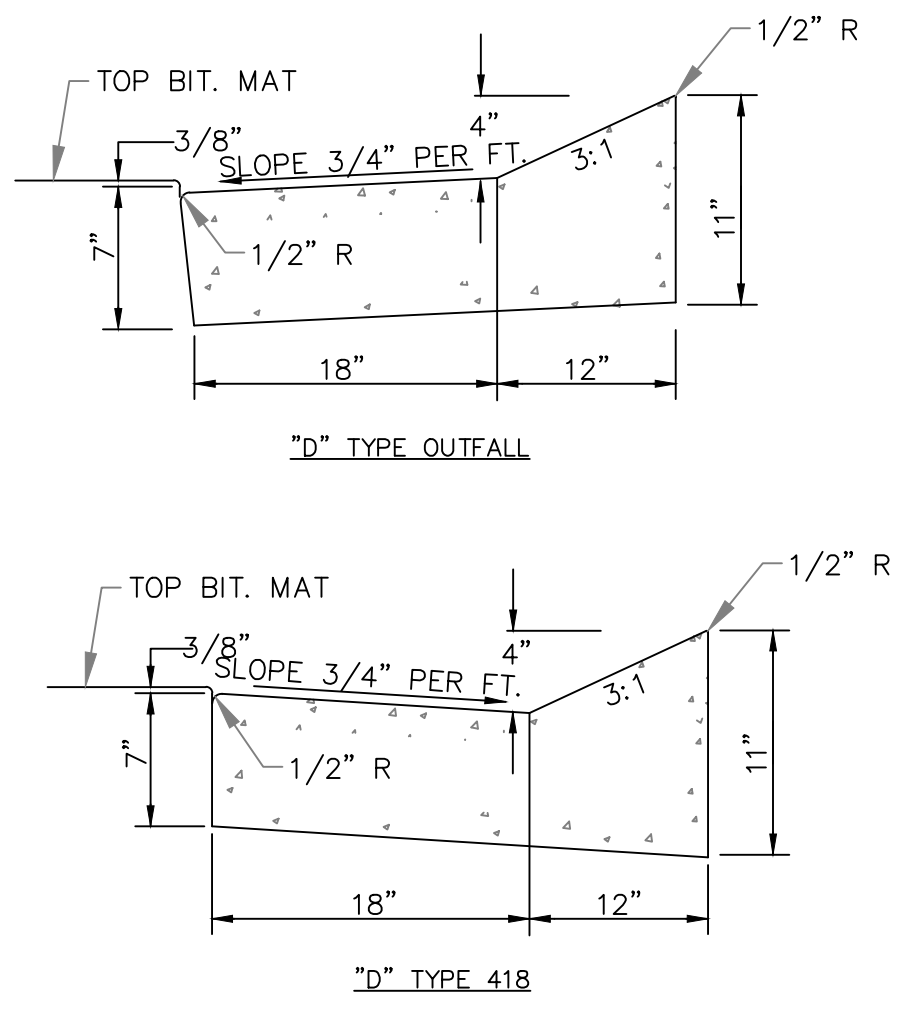
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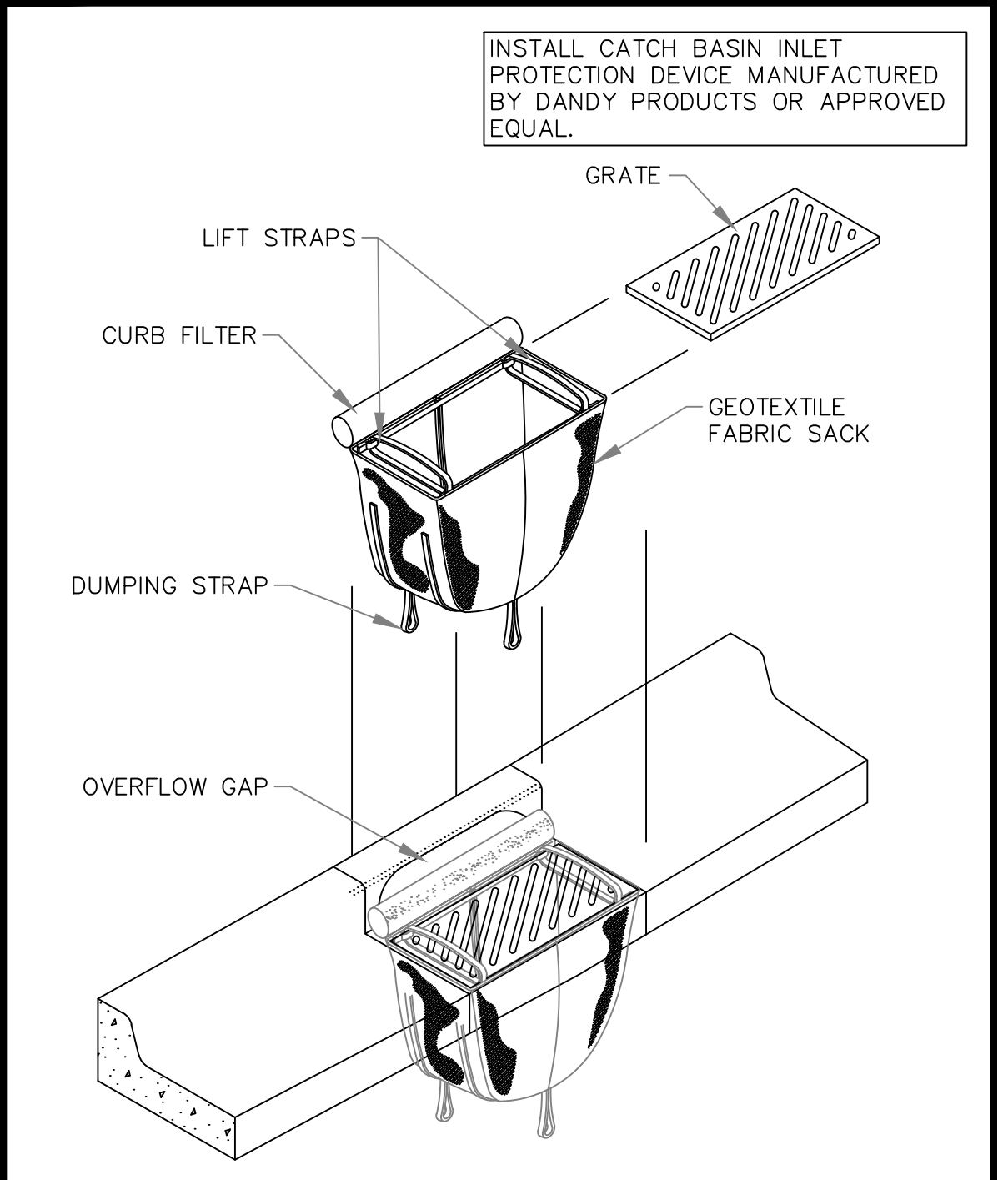
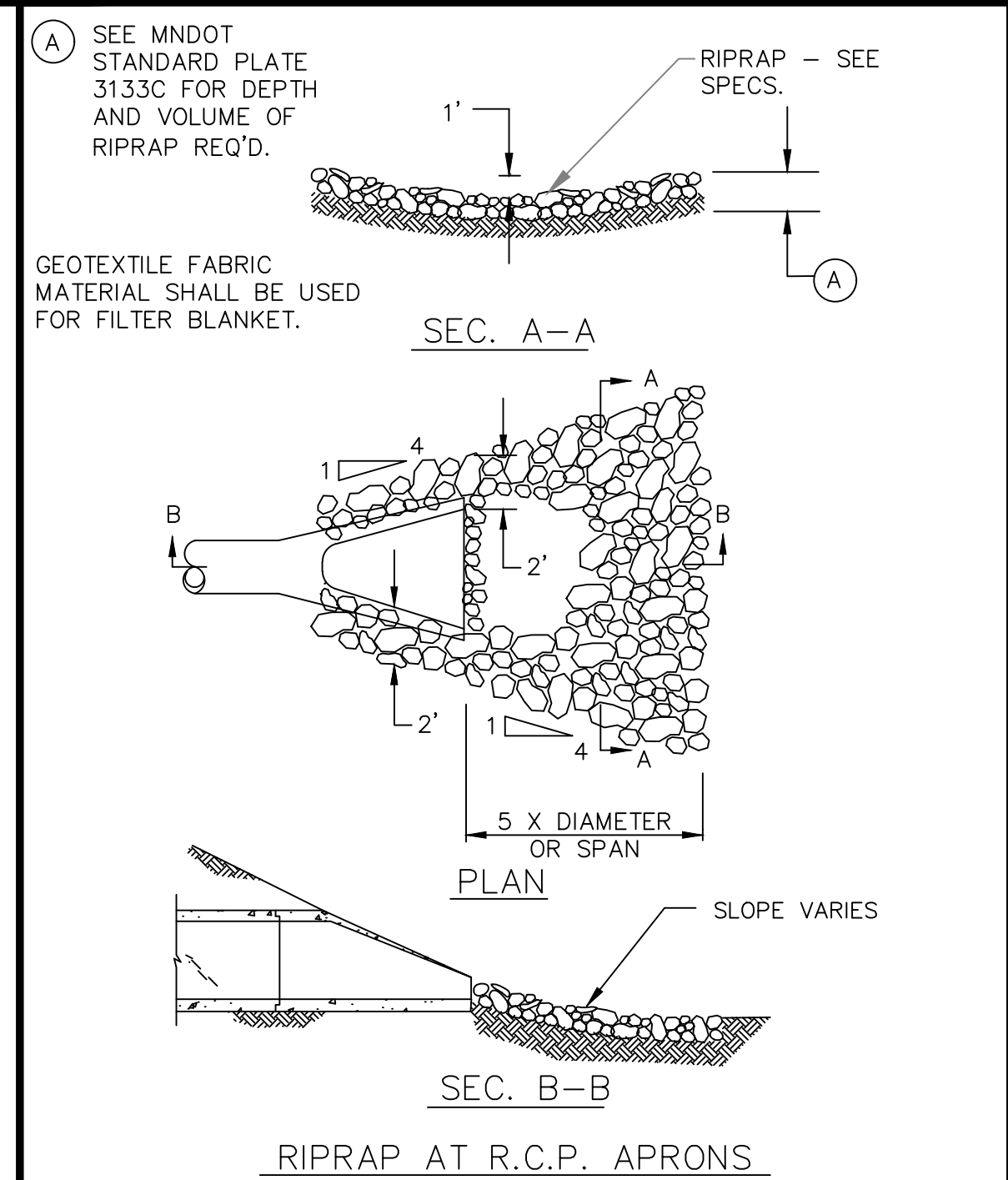
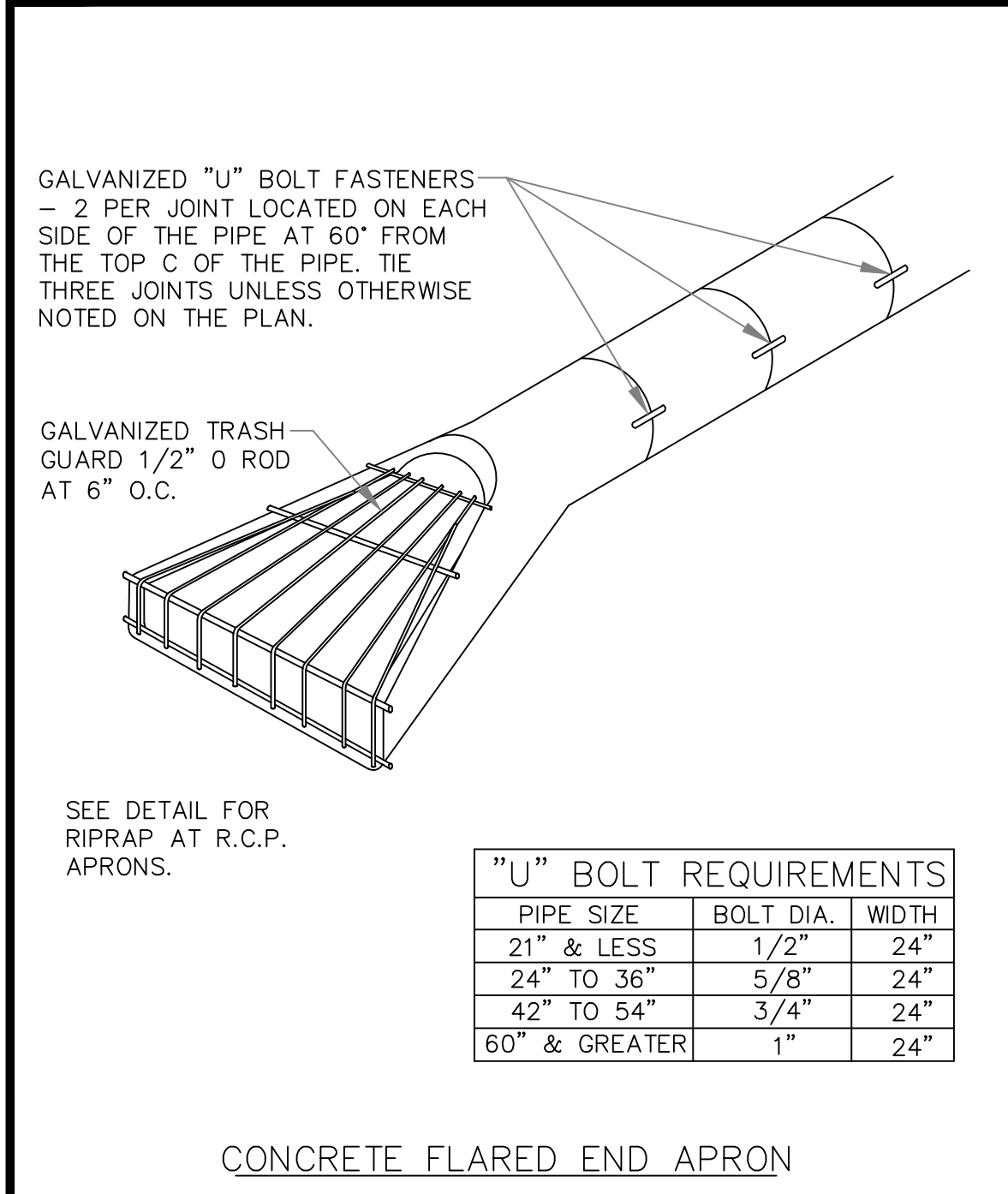
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the state of Minnesota.

Date: \_\_\_\_\_ Reg. No. \_\_\_\_\_

NORTHLAND AVE STORM SEWER		FILE NO. 2024-MISC			<b>1</b>
TITLESHEET	2024 MISC				<b>4</b>



	SURMOUNTABLE CONCRETE CURB & GUTTER DETAILS	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 1420		CONCRETE CURB CUT DETAIL	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 1440		TYPE "X" CATCH BASIN RECT. CASTING DETAIL	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 2220		TYPE "A" STORM SEWER MH DETAIL CONCENTRIC	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 2310		SILT FENCE DETAIL	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 4130
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PIPE SIZE	BOLT DIA.	WIDTH
21" & LESS	1/2"	24"
24" TO 36"	5/8"	24"
42" TO 54"	3/4"	24"
60" & GREATER	1"	24"

	CONCRETE FLARED END APRON DETAIL	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 2440		RIPRAP AT R.C.P. APRON DETAIL	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 2450		CATCH BASIN EROSION CONTROL DETAIL 1	DATE OF REVISION FEBRUARY 2023	STANDARD PLATE NO. 4100
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**PRODUCT SPECIFICATION:**

- Peak Hydraulic Flow: 18.0 cfs (510 l/s)
- Min Sediment Storage Capacity: 0.7 cu. yd. (0.5 cu. m)
- Maximum Inlet/Outlet Pipe Diameters: 24 in. (600 mm)
- The Treatment System Shall Use An Induced Vortex To Separate Pollutants From Stormwater Runoff.
- For More Product Information Including Regulatory Acceptances, Please Visit <https://hydro-int.com/en/products/first-defense>

**GENERAL NOTES:**

- General Arrangement drawings only. Contact Hydro International for site specific drawings.
- The diameter of the inlet and outlet pipes may be no more than 24".
- Multiple inlet pipes possible (refer to project plan).
- Inlet/outlet pipe angle can vary to align with drainage network (refer to project plans).
- Peak flow rate and minimum height limited by available cover and pipe diameter.
- Larger sediment storage capacity may be provided with a deeper sump depth.

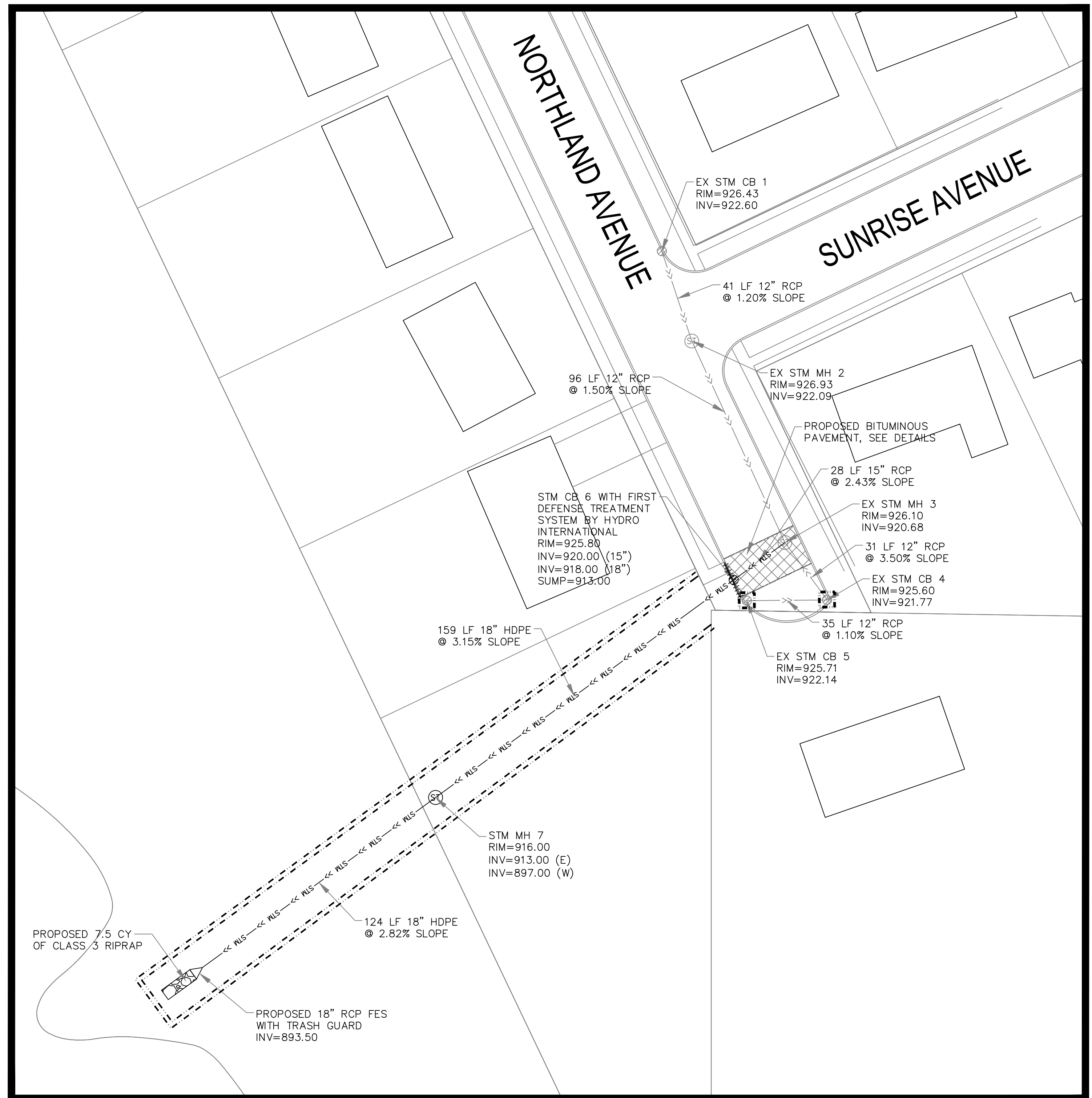
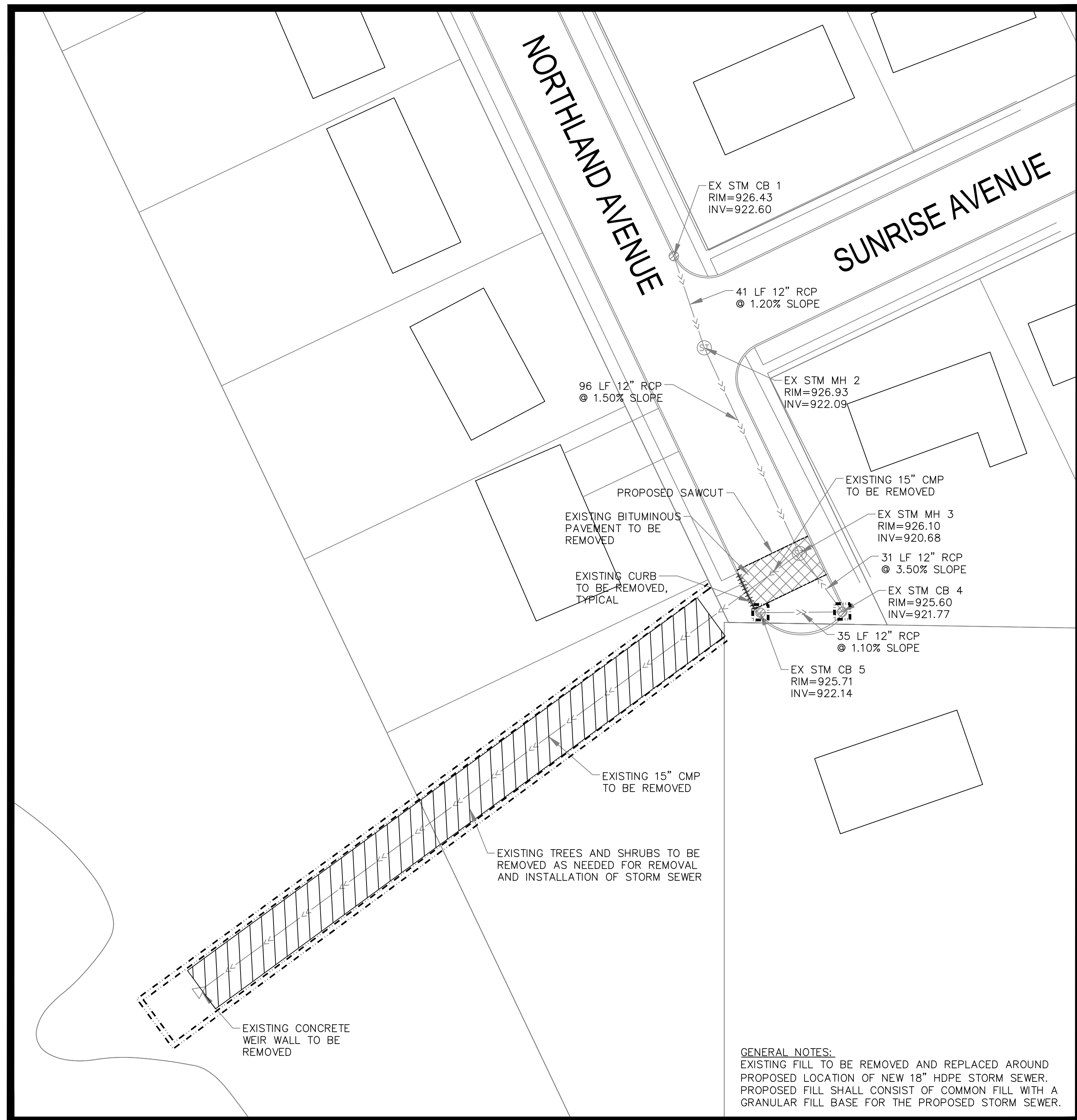
ITEM	QTY	SIZE (in)	SIZE (mm)	DESCRIPTION
1	1	48	1200	I.D. PRECAST MANHOLE
2	1			INTERNAL COMPONENTS (PRE-INSTALLED)
3	1	30	750	FRAME AND COVER (ROUND)
4	1	24 (MAX)	600 (MAX)	OUTLET PIPE (BY OTHERS)
5	1	24 (MAX)	600 (MAX)	INLET PIPE (BY OTHERS)

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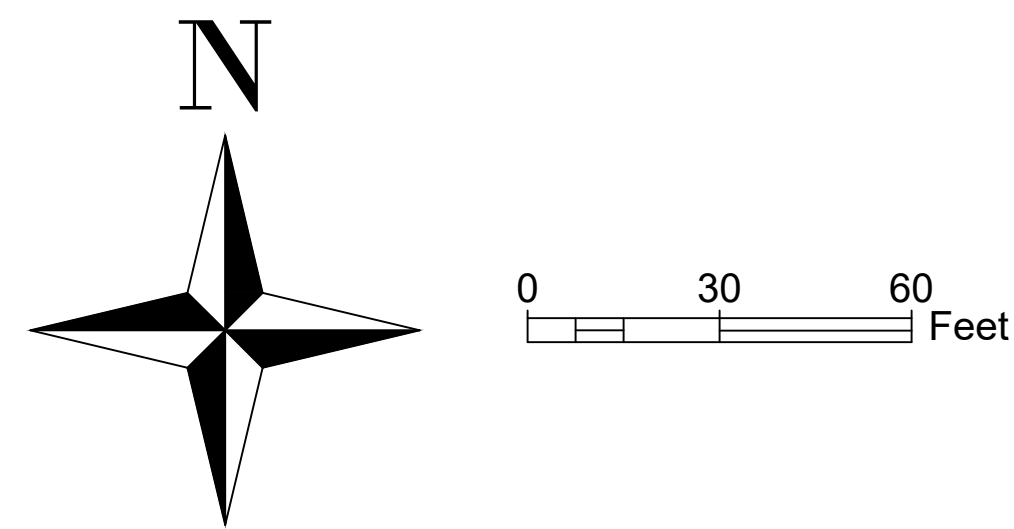
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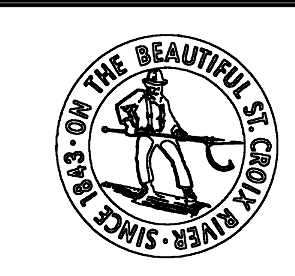
NORTHLAND AVE STORM SEWER	FILE NO. 2024-MISC	2
DETAILS	2024 MISC	4



**GENERAL NOTES:**  
 EXISTING FILL TO BE REMOVED AND REPLACED AROUND PROPOSED LOCATION OF NEW 18" HDPE STORM SEWER. PROPOSED FILL SHALL CONSIST OF COMMON FILL WITH A GRANULAR FILL BASE FOR THE PROPOSED STORM SEWER.



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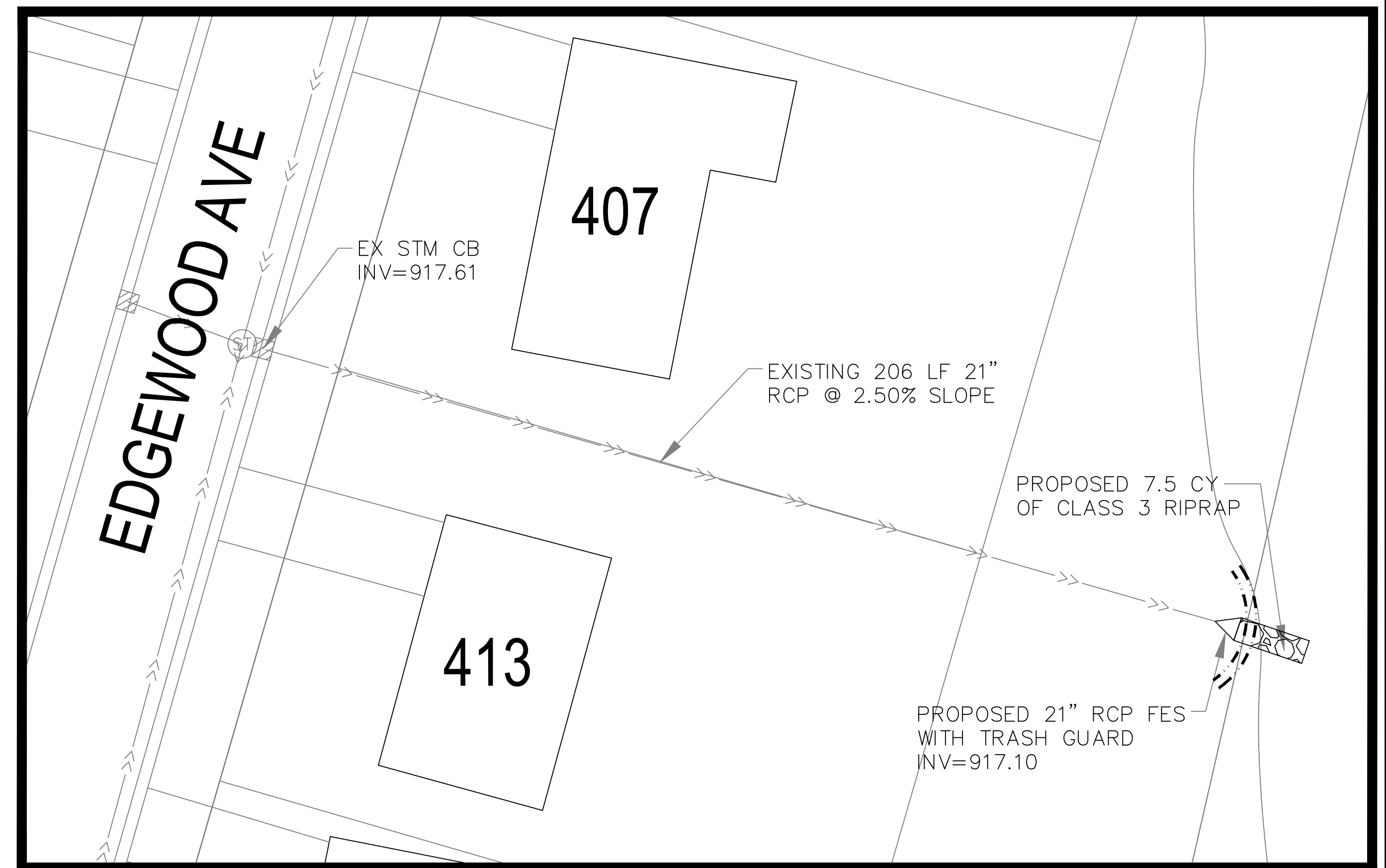
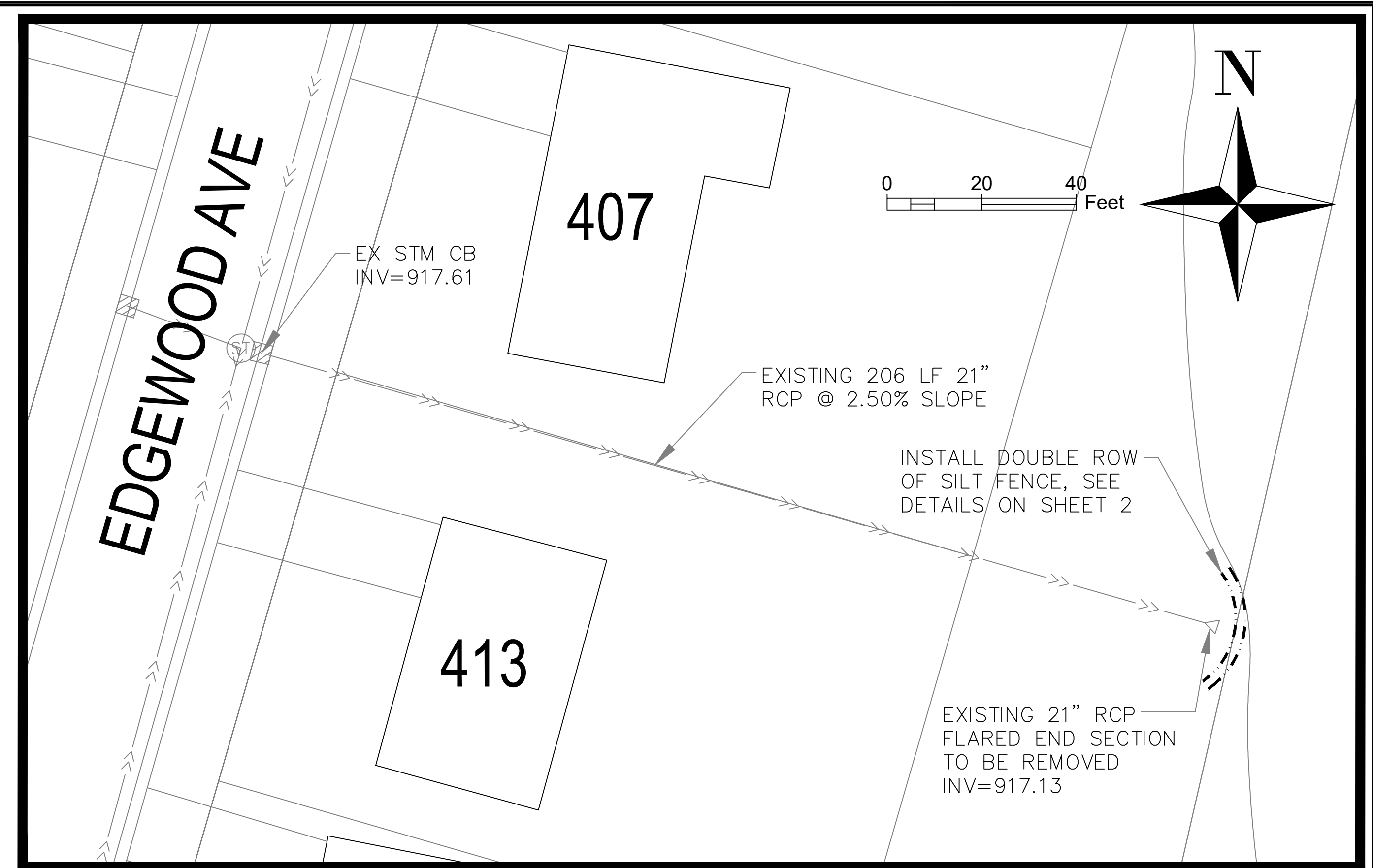


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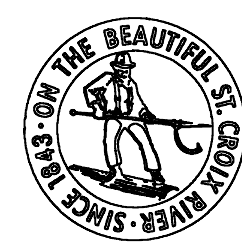
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STORM SEWER REPAIRS	NORTHLAND AVE	FILE NO. 2024-MISC	3 4
DEMOLITION AND SITE LAYOUT PLAN	2024 MISC		





NO.	DRAWN	CHECKED	DATE	REVISIONS



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Date: \_\_\_\_\_ Reg. No. \_\_\_\_\_

STORM SEWER REPAIRS	220 NORTHLAND 407 EDGEWOOD	FILE NO. 2024-MISC	4
DEMOLITION AND SITE LAYOUT PLAN	2024 MISC		