

TEMPORARY RIGHT-OF-ENTRY AGREEMENT

8151 Siphon Rehabilitation Project MCES Project No. 808614

This Right-of-Entry Agreement (“**Agreement**”) is made and entered into by and between the County of Ramsey, a political subdivision of the State of Minnesota (“**County**”), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“**Council**”) (each singularly “**Party**” and jointly “**Parties**”).

WHEREAS, the County owns real property located within the Spoon Lake section of Keller Regional Park in Maplewood, MN (“**Park**”), and

WHEREAS, the Council has a need to undertake a public improvement project, 8151 Siphon Improvements, in the Park for the purposes of maintaining existing infrastructure and protecting public health and the environment as more fully set forth on **Exhibit A** (the “**Project**”), and

WHEREAS, the Council intends to contract for the Project through a public bidding process, with construction work commencing October 1, 2025.

WHEREAS, for purposes of conducting the Project, the County is willing to grant the Council and its contractors access within the Park for construction of the Project, subject to the terms and conditions of this Agreement, and

WHEREAS, the Parties intend to enter into a separate Temporary and Permanent Easement Agreements that will provide terms for compensation to the County for easements.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements stated below, the Parties agree as follows:

1. **Permitted Construction Access.** For purposes hereof, “**Work Area**” means the areas, identified on **Exhibit A**, lying within the “construction limits” shown thereon. The County grants permission to the Council and its contractors to access the Work Area for construction purposes subject to the terms stated in this Agreement and within the easement rights. No construction staging or work may occur at any other location within the Park without prior written permission from the County.
2. **Term.** The term of the construction access shall be from October 1, 2025 through Dec. 31, 2026 (the “**Access Period**”), unless extended by written agreement signed by the Parties’ authorized representatives. During the Access Period, the Council and contractors shall have the right to enter the Work Area for purposes of the Project.
3. **Compensation.** The Council will compensate the County for the appraised value of trees to be removed outside the existing Council permanent easement area as identified in **Exhibit B**. Total reimbursement will be based on final quantity of trees removed. The Council shall update **Exhibit B** to show the actual quantity of trees removed after work is

completed. The revised Exhibit B shall be substituted for Exhibit B attached to this Agreement without the need for an amendment based on the actual, and verifiable tree removals.

The Council shall compensate the County based upon the tree removals and valuations shown in the revised Exhibit B. The County shall have thirty (30) calendar days from receipt of the revised Exhibit B to contest the completed work. The Council will compensate the County within thirty (30) calendar days of receipt of the revised Exhibit B if it uncontested or within thirty (30) calendar days of resolution if the exhibit is contested.

4. **Project Activities.** The Project includes the rehabilitation of siphon pipes, manhole structures and site restoration as defined in Exhibit A. Access to the Council structure locations in the Park will use established access routes. The Council or its contractors will be responsible for all necessary permitting for Project work, including all necessary traffic control. Council shall perform all Project work in conformance with the terms and conditions set forth in Exhibit A.
5. **Tree Removal and Tree Replacement.** The tree removal plan is incorporated into Exhibit B. The plan identifies any trees that may need to be removed including species and size impacted from project activities. The Trees to be removed have been identified in the field and tagged by the Council. The Council will require its contractors to remove the agreed upon trees at the start of construction. The Council will compensate the County for tree removals based on appraised value as defined in Exhibit B and which is outside the Council existing permanent access and sanitary sewer easements. The County will not replant trees within Council's proposed Permanent Easement as defined in Exhibit A.
6. **Restoration.** All Project work, including restoration of damaged areas due to construction activities, shall be completed within the Access Period. The Council shall cause its contractor to complete site restoration, including: removal and replacement of any damaged trail sections, topsoil, temporary seeding, mulching and removal of erosion control devices, permanent seeding and landscape maintenance.
7. **Protection of Work.** All Project work, including restoration of damaged areas due to construction activities, shall be completed within the Access Period. The Council will require its contractors to protect County property within the Park inside and outside of the Work Area. Restoration activities will restore any damage to turf, landscape, trees, or constructed features in the Park caused by the construction of the Project. Constructed features could include, but are not limited to, trails, bituminous and concrete pavement, parking lot infrastructure, curb and gutter, hardscape elements, signs, fencing, pedestrian bridges, and retaining walls. Restoration will include timely removal of all construction materials, debris, and temporary road materials, matching the original surface grade as far as practicable, repair or replacement of any constructed features, and restoration of the surface to like condition.

8. **Protection of Equipment.** The County will not be held responsible for any maintenance or damage caused to equipment left in the Work Area unless damage was caused by the County.
9. **Project Maintenance.** The Council shall cause its contractor to be responsible for maintaining (weed control & mowing) and watering during installation and for at least 60-day establishment period after installation. The volume of water shall be per plant requirements for establishment and normal growth. Council shall cause its contractor to provide written request for acceptance inspection after 60-day establishment period. The Council or its contractors will notify the County prior to performing maintenance items.
10. **Public Access.** Trail closures are not anticipated with the Project and access to the boat launch and boat launch parking lot will be maintained at all times. If trail closures, detours and limits to park access are necessary for public safety County approval is required. The Council will notify the public via on-site signage, Council website and social media at least 2-weeks prior to construction and 1 week prior to any trail closures or limits to park access. The Council shall be responsible for providing, installing and removing trail construction signs. Council shall also cause its contractor to provide notification to the public at least 2-weeks prior to construction and 1-week for trail closure awareness.
11. **Notice and Signs.** The Council or its contractors will notify the County at least 3 weeks prior to start of construction, and 2 weeks prior to any trail closures or limits to park access, to allow for advance public notification of trail closures and park access restrictions. The Council will notify the public via on-site signage, Council website and social media at least 2-weeks prior to construction 1 week prior to any trail closures or limits to park access. The Council will provide construction updates to the County for social media notifications. The contractor will be responsible for providing, installing, and removing all necessary traffic control devices for construction and trail closures.
12. **Council and Contractor Insurance.** The Council shall provide a certificate of insurance, or letter of self-insurance, prior to start of the Project indicating insurance coverage equal to or exceeding the following:

<i>Commercial General Liability</i>	<i>Limit: No less than provided in Minn. Stat. Ch. 466</i>
<i>Auto (owned, hired, and non-owned)</i>	<i>Limit: No less than provided in Minn. Stat. Ch. 466</i>
<i>Workers' Compensation/Employer's Liability</i>	<i>Limit: \$500,000/\$500,000/\$500,000</i>
<i>Professional Liability</i>	<i>Limit: No less than provided in Minn. Stat. Ch. 466</i>

Council will require any contractor performing work on the PROJECT to list the COUNTY as an additional insured, pursuant to the following language:

Additional Insured Language: The Contractor's certificate of insurance will state: "Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's

behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory."

The Council will provide the County evidence of the general contractor's insurance in type and amount as specified in the General Conditions for the Project, naming the County as additional insured under the commercial general liability policy as required above. Such evidence will be supplied after the contractor has been selected and the contract for the Project awarded.

13. **Notices.** Any notice or exchange of information which must be provided by a Party under this Agreement shall be sent to:

Ramsey County:

Name: Mark McCabe
Address: 2015 Van Dyke Street, Maplewood, MN 55109
Email: mark.mccabe@co.ramsey.mn.us
Phone: (651) 266-0300

Metropolitan Council – Environmental Services Division:

Name: Jeny Baroda
Address: 3565 Kennebec Drive, Eagan, MN 55122
Email: Jeny.Baroda@metc.state.mn.us
Phone: (651) 602-4507

14. Additional Provisions.

- a. Each Party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts or omissions of the other Party and the results thereof. Each Party's liability is governed by the provisions of Minnesota Statutes Chapter 466 and other federal and state law. This Agreement shall not be construed to negate, abridge, or waive, with respect to either Party, the liability limits or immunities of Minnesota Statutes Chapter 466.
- b. Neither the County nor the Council waives any immunities, or defenses on liability to the Parties at law or in equity, and the Parties expressly agree that the terms of this Agreement shall not be construed to effect any such waiver.

This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

- c. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, successors and assigns, but no third Party may seek to enforce, nor shall benefit from, this Agreement.

- d. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.
- e. This Agreement may not be assigned by either Party without the other Party's express written consent, such consent not to be unreasonably withheld.
- f. The terms of this Agreement may be changed only by mutual agreement of the Parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the Parties to this Agreement.
- g. Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.
- h. It is understood and agreed that the entire Agreement between the Parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items and exhibits referred to or attached to this Agreement are incorporated herein and are deemed to be part of this Agreement.
- i. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

15. **Effective Date.** This Agreement is effective on the date the Agreement is fully executed by and delivered to each of the Parties (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGES ATTACHED]

Signature Page for Ramsey County

COUNTY OF RAMSEY

Dated: _____ By: _____
Rafael Ortega
Its Chair

Dated: _____ By: _____
Jason Yang
Its Chief Clerk

Approval Recommended by:



Park and Recreation Director

Approved as to form:



Assistant County Attorney

Signature Page for Metropolitan Council

METROPOLITAN COUNCIL

Dated: 07/16/2025

By: 
Leisa Thompson
General Manager of Environmental Services

EXHIBIT A WORK AREA

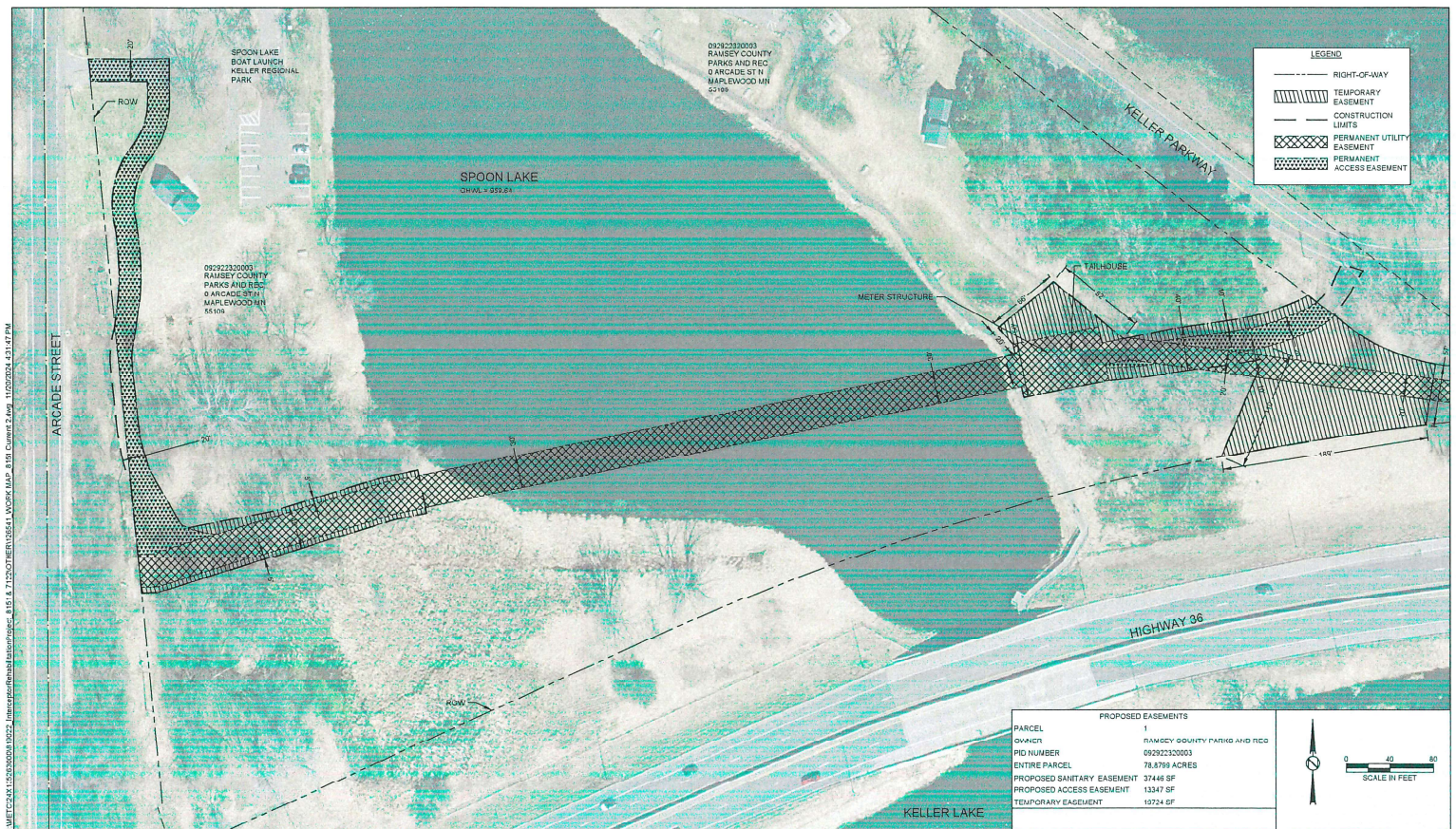

**BOLTON
& MENK**

EXHIBIT B
TREE INVENTORY, VALUATION, AND COMPENSATION



8151 INTERCEPTOR REHABILITATION PROJECT
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

EXHIBIT B - TREE INVENTORY & VALUATION
FEBRUARY 2025

