

**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue  
**AGENDA**  
August 26, 2020 at 7:00 P.M.

**NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE\***

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS \_\_\_ GUSTAFSON\_\_\_ LEEHY\_\_\_  
MIAZGA \_\_\_ WEHYEE\_\_\_

STAFF PRESENT: THONGVANH\_\_\_

C. PRESENTATION

D. APPROVAL OF MINUTES:

1. August 5, 2020 City Council Workshop Meeting
2. August 12, 2020 City Council Regular Meeting

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 8/15/20 \$232,189.98  
Payroll through: 8/15/20 \$19,938.04
2. Appointment of Ashleigh Walter as Administrative and Communications Coordinator

G. POLICY ITEMS:

1. Capital Region Watershed (CRWD) Project- Seminary Pond in the City of Lauderdale
2. Capital Region Watershed (CRWD) Project - Fowell/Fulham Outfall Improvements
3. Amendment to the Administrative Manual to include Standards Concerning Communication and Enforcement of Immigration Laws

H. INFORMATION/ ANNOUNCEMENTS:

I. COMMUNITY FORUM:

*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*

J. ADJOURNMENT:

\*You can participate in the meeting by clicking the following Zoom link:  
<https://us02web.zoom.us/j/81446634622>

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**CITY OF FALCON HEIGHTS**  
City Council Workshop  
City Hall  
2077 West Larpenteur Avenue

**AGENDA**  
August 5, 2020  
6:30 P.M.

**NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE**

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS\_X\_\_ GUSTAFSON\_X\_\_ LEEHY\_X\_\_  
MIAZGA\_X\_\_ WEHYEE\_X\_\_

STAFF PRESENT: THONGVANH\_X\_\_

C. PRESENTATIONS:

D. POLICY ITEMS:

1. Welcoming Ordinance/Resolution/Policy

- City Attorney Roger Knutson explained that ordinances are to regulate people and properties within city limits. Ordinances would regulate how employees should respond to situations.
- Ordinance would apply to a resident of Falcon Heights not city employees and policies apply to city employees. For contracted services, the specific language should be written in the contract.
- It was determined by the Council that the best approach would be for staff to draft a policy that would be included in the Administrative Manual.
- Staff will draft policy with this intent and language. Policy will be in administrative manual.
- Comments from resident Javi Monardez - In favor of this ordinance as an international student.

2. Guidelines to Request Agenda Items

- Director from League of Minnesota Cities Dave Unmacht will discuss this topic. Council should think about formalization and ways to address each Council Member.
- It was recommended that each Council Member review the email that was sent and research what other communities are doing.
- Operating guidelines will be created and other community examples will be looked at during this process.

3. 2021 Proposed Budget

- a. Special Revenue Funds

- The Government Accounting Standards Board (GASB) issued Statement No. 54 in 2011, to clarify the definition of special revenue funds, as there was some ambiguity before. From the Statement: "Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects."
- Park Program - \$26,000 transferred from General to Special Revenue fund
- Pull tabs is not an huge revenue source
- Conduit Bond Revenue can be used for anything, there are no restrictions.
- Street lighting project will need to be completed.
- Council has wanted to maintain \$30,000 funding in the inclusion fund.
- b. Enterprise Funds
  - The Government Accounting Standards Board (GASB) describes enterprise funds in its Codification of Governmental Accounting and Financial Reporting Standards. It states that enterprise funds may be used to report and activity for which a fee is charged to external users for goods or services.
  - The Government Accounting Standards Board (GASB) describes enterprise funds in its Codification of Governmental Accounting and Financial Reporting Standards. It states that enterprise funds may be used to report and activity for which a fee is charged to external users for goods or services.
- c. Debt Service Funds
  - Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

4. Community Garden Expansion at Community Park

- Garden expansion of 9 plots for about \$3,000, which is for expanding the fence (materials).
- Parks and Recreation Commission to get information in the welcome packet about the Community Garden.

E. INFORMATION/ANNOUNCEMENTS

- National Guard is considering celebrating the 100<sup>th</sup> anniversary of Curtiss Field. This event will be similar to Restoration & Unity Day.
- Medians on Larpenteur - irrigation has collapsed. New slip line pipes need to be installed. Estimate is about \$6,000, and that is if nothing bad happens along the way.
- Garden Committee - Survey is online now. Definitions of gardens are available on survey.

F. ADJOURNMENT: 7:54PM

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Randall Gustafson, Mayor

Dated this 5<sup>th</sup> day of August, 2020

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Sack Thongvanh, City Administrator

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**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue  
**AGENDA**  
August 12, 2020 at 7:00 P.M.

**NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE**

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS \_X\_ GUSTAFSON\_X\_\_ LEEHY\_X\_\_  
MIAZGA \_X\_ WEHYEE\_X\_\_

STAFF PRESENT: THONGVANH\_X\_\_

C. PRESENTATION

D. APPROVAL OF MINUTES:

1. July 22, 2020 City Council Regular Meeting

Council Member Wehyee Moved, Approved 5-0

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 8/06/20 \$212,178.65  
Payroll through: 7/31/20 \$19,779.97
2. Appointment of Asha Thao to the Falcon Heights Volunteer Fire Department
3. Appointment of Payton Hurney to the Falcon Heights Volunteer Fire Department
4. Resignation of Walt Dunlap from the Park and Recreation Commission
5. Approve of Charitable/Lawful Gambling License and Premise Application at Stout's for the Roseville Area Youth Hockey Association

Council Member Leehy

Consent Agenda #2- Council Member Leehy would like to recognize Asha Thao for her commitment to serve on the Fire Department.

Council Member Wehyee and Miazga

Consent Agenda #2-Council Members Wehyee and Miazga concur with Council Member Leehy.

Council Member Leehy

Consent Agenda #3-Council Member Leehy would like to recognize Payton Hurney for her commitment to serve on the Fire Department.

Council Member Wehyee and Miazga

Consent Agenda #3- Council Members Wehyee and Miazga concur with Council Member Leehy.

Council Member Leehy

Consent Agenda #4-Council Member Leehy would like to thank Walt for his numerous years on the Parks Commission.

Council Member Andrews Moved, Approved 5-0

G: POLICY ITEMS:

1. CARES Act - Coronavirus Relief Funds

City Administrator Thongvanh

The CARES Act established the \$150 billion Coronavirus Relief Fund. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that qualify.

The City of Falcon Heights has been allocated \$412,789. The City will need to submit a certification form for fund distribution from the State by September 15. If the funds have not been requested by September 15, unused/unclaimed funds will be available for the State to use.

Council Member Wehyee

Council Member Wehyee thinks its great our community can benefit from these funds.

Council Member Leehy

In regards to the HVAC, is it being looked into having different zones?

City Administrator Thongvanh

We are looking to retrofit devices into the system using ultraviolet light.

Council Member Miazga

Are the expenses for the law enforcement contract expected to have a significant variance?

City Administrator Thongvanh

We are trying to figure out if the funds can be used for the existing contract. When an officer goes to a call they are preparing for COVID. Waiting to have this defined.

Council Member Andrews

Can we use the funds for businesses?

City Administrator Thongvanh

That is one recommendation. Research is being conducted from other cities to see what type of grant could be created to assist businesses and what the qualifications would look like.

Council Member Leehy Moved, Approved 5-0



H. INFORMATION/ ANNOUNCEMENTS:

Council Member Andrews

- Environment Commission is working on a bee ordinance. This will be brought to a future workshop for discussion.
- Garden subcommittee has a survey out for feedback. There has been a lot of feedback so far. The survey is available until August 26.

Council Member Leehy

- No updates.

Council Member Miazga

- Residents of Northeast and Northome should be aware that there have been two car thefts during the day.
- Governor and Legislature has started the third special session. We are waiting to hear more on the bonding bill.

Council Member Wehyee

- Reminded Sheriff Fletcher that the City Administrator has sent him a letter for his presence at one of our meetings.
- The inclusion subcommittee met last week. Coordination about community conversation has been the topic of discussion.
- The Council has agreed to move forward with the Welcoming City initiative. The best path would be to move forward with a policy rather than an ordinance.

Mayor Gustafson

- Garden survey is available for residents to share their thoughts on the subject.
- Don't leave valuables in your car for your own safety.

City Administrator Thongvanh

- Public Works has been working on the streets/medians.
- Curtiss Field Event - Event will not be sponsored by the City. Council has requested some sort of virtual celebration.
- Workshop is scheduled for August 19.
- Requesting Sheriff Department is more present due to current crime in all communities.
- Administrative and Communications Coordinator will be appointed at the next City Council meeting.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 7:43PM

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Randall Gustafson, Mayor

Dated this 12<sup>th</sup> day of August, 2020

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Sack Thongvanh, City Administrator



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 26, 2020
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 8/19/20 \$232,189.98 Payroll through: 8/15/20 \$19,938.04
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• General Disbursements and Payroll</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 02170 AUGUST 13 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
I DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00250	AMERIPRIDE SERVICES					
I-1004840779		AMERIPRIDE SERVICES	76.38			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		AMERIPRIDE SERVICES		101 4124-82011-000	LINEN CLEANING	76.38
		=== VENDOR TOTALS ===	76.38			
=====						
01-00875	BHE COMMUNITY SOLAR, LLC					
I-10701782		CITY	1,380.24			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		SOLAR GARDEN		101 4131-85025-000	SOLAR ELECTRIC	1,380.24
		=== VENDOR TOTALS ===	1,380.24			
=====						
01-00799	EULL, ELIZQBETH					
I-202008137587		REFUND PERMIT FEE	15.76			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		REFUND PERMIT FEE		101 32240-000	OTHER PERMITS	15.76
		=== VENDOR TOTALS ===	15.76			
=====						
01-05153	HOME DEPOT CRC/GECF					
I-202008137585		CONCRETE	5.48			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		CONCRETE		101 4141-70100-000	SUPPLIES	5.48
		=== VENDOR TOTALS ===	5.48			
=====						
01-05778	MCCANN, MORGAN					
I-202008137588		CORRECT DIRECT DEPOSIT ERROR	129.63			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		CORRECT DIRECT DEPOSIT ERROR		101 4124-86020-000	TRAINING	129.63
		=== VENDOR TOTALS ===	129.63			
=====						
01-05670	METRO PRODUCTS INC					
I-153484		BOLTS/ WASHERS	29.68			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		BOLTS/ WASHERS		101 4131-70110-000	SUPPLIES	29.68
		=== VENDOR TOTALS ===	29.68			

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-----ID-----			GROSS	P.O. #		
I DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-05665	METROPOLITAN COUNCIL					
I-1112851		SEPT SS	51,341.49			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		SEPT SS		601 4601-85060-000	METRO SEWER CHARGES	51,341.49
		=== VENDOR TOTALS ===	51,341.49			
=====						
01-05263	MID CITY SERVICES- INDUSTRIAL					
I-134009		FLOOR MATTS	42.15			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		FLOOR MATTS		101 4131-70110-000	SUPPLIES	42.15
		=== VENDOR TOTALS ===	42.15			
=====						
01-06024	ON SITE SANITATION					
I-976266		SANITIZERS RESTROOM	75.00			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		SANITIZERS RESTROOM		601 4601-85080-000	PORTABLE TOILET PARKS	75.00
I-976267		SANITIZERS AND REST ROOM RENT	160.00			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		SANITIZERS AND REST ROOM RENT		601 4601-85080-000	PORTABLE TOILET PARKS	160.00
		=== VENDOR TOTALS ===	235.00			
=====						
01-06301	SAMS CLUB MC/SYNCEB					
I-202008137586		ZOOM CONF/.BLVD PARTS/BATTERI	1,145.81			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		PIONEER RPRESS		101 4116-70100-000	SUPPLIES	32.00
		BLVD EPAIR APRTGS MEDIAN		101 4132-87010-000	BOULEVARD MAINTENANCE	549.59
		SUPPLIES		101 4131-70110-000	SUPPLIES	148.22
		ZOOM CONF		101 4112-70100-000	SUPPLIES	59.04
		MICRO WAVE		403 4403-91000-000	MACHINERY & EQUIPMENT	279.99
		CORTIS FIELD SHED REPAIRS		101 4141-70100-000	SUPPLIES	76.97
		=== VENDOR TOTALS ===	1,145.81			
=====						
01-05812	SORENSEN CONSULTING					
I-COFH 1.20		SELECTION ASSESSMENTS	1,200.00			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		SELECTION ASSESSMENTS		101 4112-80330-000	CONSULTANT	1,200.00
		=== VENDOR TOTALS ===	1,200.00			

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-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-05374		TENNIS SANITATION LLC				
I-27122411		RECYLCING JULY	6,561.21			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		RECYLCING JULY		206 4206-82030-000	RECYCLING CONTRACTS	6,561.21
=====						
I-2712412		RECLCLING SWMT AND CED JULY	67.50			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		RECLCLING SWMT AND CED JULY		206 4206-82030-000	RECYCLING CONTRACTS	67.50
		=== VENDOR TOTALS ===	6,628.71			
=====						
01-06628		SACK THONGVANH				
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I-202008137589		JULY TO AUG CELL PHONE REIMB	200.00			
8/13/2020	APBNK	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		JULY TO AUG CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	100.00
		JULY TO AUG CELL PHONE REIMB		601 4601-85015-000	CELL PHONE	100.00
		=== VENDOR TOTALS ===	200.00			
		=== PACKET TOTALS ===	62,430.33			

PACKET: 02172 AUGUST 17TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03110	CENTURY LINK					
I-202008147594		LANDLINE	69.51			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		LANDLINE		601 4601-85011-000	TELEPHONE - LANDLINE	69.51
		=== VENDOR TOTALS ===	69.51			
=====						
01-04000	EHLERS AND ASSOCIATES					
I-84308		1ST HALF PYMTS PAY AS GO CALC	927.50			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		1ST HALF PYMTS PAY AS GO CALC		414 4414-81900-000	OTHER PROFESSIONAL SERVI	927.50
I-84368		TIF REPORITNG	1,937.50			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		TIF REPORITNG		414 4414-81900-000	OTHER PROFESSIONAL SERVI	1,937.50
		=== VENDOR TOTALS ===	2,865.00			
=====						
01-05134	HEJNY RENTAL, INC.					
I-324923X		LARPEN TEUR MEDIAN	306.26			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		LARPEN TEUR MEDIAN		419 4419-92056-000	LARPEN TEUR MEDIAN 2020	306.26
		=== VENDOR TOTALS ===	306.26			
=====						
01-05235	JAN-PRO CLEANING SYSTEMS					
I-95500		JANITORIAL SERVICE	450.00			
8/17/2020	APBNK	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		JANITORIAL SERVICE		101 4124-61530-000	FIRE HALL CLEANING	225.00
		JANITORIAL SERVICE		101 4131-87010-000	CITY HALL MAINTENANCE	225.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-05440	LOFFLER COMPANIES, INC					
I-34386396		COPER CHEGS	42.45			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		COPER CHEGS		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	42.45
		=== VENDOR TOTALS ===	42.45			



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DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-9933490		SEPT HEALTH INSURANCE	9,978.28			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		SEPT HEALTHINSURANCE		101 4112-89000-000	MISCELLANEOUS	9,978.28
		=== VENDOR TOTALS ===	9,978.28			
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01-07263	NEXTEL COMMUNICATIONS, INC					
I-172868921-185		CELL PHONE	17.31			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		CELL PHONE		101 4124-85015-000	CELL PHONE	17.31
		=== VENDOR TOTALS ===	17.31			
=====						
01-06185	RAMSEY COUNTY					
I-RISK 002061		AUG INS	964.83			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		AUG INS		101 4112-89000-000	MISCELLANEOUS	964.83
		=== VENDOR TOTALS ===	964.83			
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01-06184	RAMSEY COUNTY - POLICE AND 911					
I-EMCOM 008665		911 DISPATCH	2,739.96			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,739.96
I-EMCOM 008682		CAD	530.66			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		CAD		101 4122-81200-000	911 DISPATCH FEES	530.66
I-EMCOM 08832		RADIO FLEET SUPPORT	68.64			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		RADIO FLEET SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	68.64
I-SHRFO 001902		AUG POLICE SVCS	97,675.43			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		AUG POLICE SVCS		101 4122-81000-000	POLICE SERVICES	97,675.43
		=== VENDOR TOTALS ===	101,014.69			

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-----ID-----			GROSS	P.O. #		
DT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00935		ST PAUL REGIONAL WATER SERVICE				
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I-202008147591		COMM PARK H2O	83.90			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		COMM PARK H2O		101 4141-85040-000	WATER	66.42
		SS		101 4141-85070-000	SEWER	17.48
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I-202008147592		H2O FOR JETTING	113.89			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		H2O FOR JETTING		601 4601-87100-000	TELEVISIONING AND JETTING	50.52
		H2O FOR JETTING		601 4601-87100-000	TELEVISIONING AND JETTING	63.37
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I-202008147593		H2O AND SS	80.28			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		H2O		101 4131-85040-000	WATER	61.89
		SS		101 4131-85070-000	SEWER	18.39
		=== VENDOR TOTALS ===	278.07			
=====						
01-06525		SUBURBAN ACE HARDWARE				
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I-202008177595		paint rolelrs and fasteners	65.97			
8/17/2020	APBNK	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		paint rolelrs and fasteners		101 4131-70110-000	SUPPLIES	65.97
		=== VENDOR TOTALS ===	65.97			
=====						
01-05737		VERIZON WIRELESS				
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I-9859410162		CELLPHONE	60.07			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		CELLPHONE		101 4131-85015-000	CELL PHONE	60.07
		=== VENDOR TOTALS ===	60.07			
=====						
01-05870		XCEL ENERGY				
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I-05870		ELECT	2,175.82			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	54.48
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	28.68
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,038.04
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	14.41
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	3.89
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	36.32
-----						
I-202008147590		ELECT	127.27			
8/14/2020	APBNK	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		ELECT		101 4121-85020-000	ELECTRIC	6.89
		ELECT		101 4141-85020-000	ELECTRIC/GAS	51.31
		GAS		101 4131-85040-000	WATER	39.43
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	14.82

PACKET: 02172 AUGUST 17TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY	( ** CONTINUED ** )				
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	14.82
		=== VENDOR TOTALS ===	2,303.09			
		=== PACKET TOTALS ===	118,415.53			

PACKET: 02174 AUG 19 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
LT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03103	CANON FINANCIAL SERVICES					
I-21800500		AUG COPIER	122.39			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		AUG COPIER		101 4131-87010-000	CITY HALL MAINTENANCE	122.39
		=== VENDOR TOTALS ===	122.39			
=====						
01-03203	CENTRAL ROOFING					
I-26792		PLYMOVENT EXHAUST SYSTEM	2,450.00			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		PLYMOVENT EXHAUST SYSTEM		402 4402-91000-000	MACHINERY & EQUIPMENT	2,450.00
		=== VENDOR TOTALS ===	2,450.00			
=====						
01-03110	CENTURY LINK					
I-202008197596		CELLPHONE	63.96			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		CELLPHONE		101 4141-85011-000	TELEPHONE - LANDLINE	63.96
		=== VENDOR TOTALS ===	63.96			
=====						
01-06290	CITY OF ROSEVILLE					
I-2290253		BATTERY ECLIPSE THERMAL IIMAG	98.68			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		BATTERY ECLIPSE THERMAL IIMAGE		101 4124-70100-000	SUPPLIES	98.68
I-229309		JUN ENG DINO DRIVE	2,850.89			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		JUN ENG DINO DRIVE		419 4419-80100-000	ENGINEERING	57.58
		JUNE PMP		419 4419-80100-000	ENGINEERING	2,542.56
		JUNE GENERAL ENG		101 4133-80100-000	ENGINEERING SERVICES	250.75
		=== VENDOR TOTALS ===	2,949.57			
=====						
01-03122	CITY OF ST PAUL					
I-IN42050		ANIMAL BOARDING SVC	30.00			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		ANIMAL BOARDING SVC		101 4122-81000-000	POLICE SERVICES	30.00
		=== VENDOR TOTALS ===	30.00			

PACKET: 02174 AUG 19 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-04000	EHLERS AND ASSOCIATES					
-----						
I-84183		ARBITRAGE REPORTING 2017A BON	3,750.00			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		ARBITRAGE REPORTING 2017A BON		316 4316-94900-000	BOND FEES	3,750.00
		=== VENDOR TOTALS ===	3,750.00			
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01-04027	EMERGENCY APPARATUS MAINT					
-----						
I-112998		PLYMOVENT EXHAUST 753 AND 757	393.54			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		PLYMOVENT EXHAUST 753		402 4402-91700-000	FEMA FIRE EQUIP GRANT	196.77
		PLYMOVENT EXHAUST 757		402 4402-91700-000	FEMA FIRE EQUIP GRANT	196.77
		=== VENDOR TOTALS ===	393.54			
=====						
01-04030	EMERGENCY RESPONSE SOLUTIONSKL					
-----						
I-15758		FIRE BOOTS	183.62			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		FIRE BOOTS		101 4124-77000-000	CLOTHING	183.62
		=== VENDOR TOTALS ===	183.62			
=====						
01-05418	JUSTIN MARKON					
-----						
I-202008197598		CELL PHONE REIMB	20.00			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		CELL PHONE REIMB		101 4117-85015-000	CELL PHONE	20.00
		=== VENDOR TOTALS ===	20.00			
=====						
01-05676	OFFICE DEPOT					
-----						
I-113151235001		PAPER, FOLDERS, ENVELOPES	69.07			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		PAPER, FOLDERS, ENVELOPES		101 4112-70100-000	SUPPLIES	69.07
		=== VENDOR TOTALS ===	69.07			
=====						
01-07212	PERFORMANCE PLUS LLC					
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I-696		MASK FITTING ADN DRUG SCREEN	298.00			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		MASK FITTING ADN DRUG SCREEN		101 4124-86020-000	TRAINING	298.00
		=== VENDOR TOTALS ===	298.00			

PACKET: 02174 AUG 19 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-06115 TIMOTHY PITTMAN

I-202008197597		MILEAGE REIMB	41.97			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		MILEAGE REIMB		101 4132-86101-000	MILEAGE	41.97
=== VENDOR TOTALS ===			41.97			

01-06695 TNC INDUSTRIE INC

I-35617		PLYMOVENT EXHAUST SYSEM	40,972.00			
8/19/2020	APBNK	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		PLYMOVENT EXHAUST SYSEM		402 4402-91700-000	FEMA FIRE EQUIP GRANT	40,972.00
=== VENDOR TOTALS ===			40,972.00			
=== PACKET TOTALS ===			51,344.12			

EMP #	NAME	AMOUNT
005	SACK THONGVANH	3,814.90
01-1022	NALISHA NANDKUMAR	1,527.41
01-1136	ROLAND O OLSON	2,783.59
01-1021	JUSTIN M MARKON	1,593.90
01-0040	KEVIN ANDERSON	234.47
01-0085	DANIEL S JOHNSON-POWERS	250.07
01-0087	MICHAEL A MCKAY	122.69
01-0095	MICHAEL J POESCHL	485.77
01-0097	PATRICK GAFFNEY	406.79
01-0124	MICHAEL D KRUSE	280.63
01-0132	ANDREW K TEMME	130.43
01-0135	MORGAN B MCCANN	129.63
01-0137	DANIEL J WATTENHOFER	149.51
01-0138	GRANT W HEITMAN	27.20
01-0139	WILLIAM M RAVEN	303.27
01-0140	RYAN J CARLSON	143.23
01-2172	MICHAEL W ARCAND	68.29
01-2258	JOSEPH FLETT	872.70
01-1030	TIMOTHY J PITTMAN	2,239.40
01-1033	DAVE TRETSEVEN	1,773.45
01-1143	COLIN B CALLAHAN	1,821.00

TOTAL PRINTED: 21 19,158.33

07-2020 7:46 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 8/07/2020

P NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
	TWOHY, MICHAEL K	R	8/07/2020	779.71	089773

8-07-2020 7:46 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 8/07/2020

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	1	779.71
DIRECT DEPOSIT REGULAR CHECKS:	21	19,158.33
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	22	19,938.04

\*\*\* NO ERRORS FOUND \*\*\*

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***The City That Soars!***

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 26, 2020
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	Resolution
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of Ashleigh Walter to the Position of Administrative and Communications Coordinator
<b>Description</b>	<p>Ms. Ashleigh Walter has accepted the position of Administrative and Communication Coordinator. Ashleigh’s start date will be August 27<sup>th</sup>. Ashleigh completed her Masters of Public Policy from the University of Minnesota – Humphry School of Public Affairs.</p> <p>Ashleigh has interned for the City of Bloomington and the City of Delano. Ashleigh has been a Teaching Assistant and a Research Assistant during her time pursuing her degree at the Humphry.</p>
<b>Budget Impact</b>	This position has been budgeted for in 2020.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Offer Letter</li> <li>• Resolution 20-34 Appointment of Ashleigh Walter to the Position of Administrative and Communications Coordinator</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approval of attached resolution appointing Ashleigh Walter to the position of Administrative and Communications Coordinator.

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CITY OF  
**FALCON HEIGHTS**

2077 W. Larpenteur Avenue  
Falcon Heights, MN 55113-5594

email: [mail@falconheights.org](mailto:mail@falconheights.org)  
website: [www.falconheights.org](http://www.falconheights.org)

*The City That Soars!*

Phone - (651) 792-7600  
Fax - (651) 792-7610

August 13, 2020

Ashleigh Walter  
3223 E 25<sup>th</sup> Street  
Minneapolis, MN 55406

Re: Employment Offer-Administrative and Communications Coordinator

Dear Ms. Ashleigh Walter,

Congratulations, I would like to offer the position of Administrative and Communication Coordinator for the City of Falcon Heights. We are very excited that you will be joining our team. The City Council will have to formally approve your appointment at their August 26th City Council Meeting at 7:00 pm. You are required to be in attendance to be introduced. In addition, this appointment is contingent on a background check.

Your starting annual salary will be \$48,000 with a start date to be determined, and per the personnel policy, you will be eligible for your first step increase of 5% in six months and then another step increase of 5% in 18 months. This is not in lieu of the annual employee COLA increases. This is a 40 hour per week, non-exempt position. The expectation is that there will be some night meetings that you will need to attend as discussed for the Community Engagement Commission and as assigned by the City Administrator. For any hours worked beyond 40 in a week, you will earn Comp Time.

You are eligible for all employee benefits including health, dental, life, short-term disability and long-term disability insurance. In addition, you will accrue vacation and sick time as per the personnel policy. Finance Director Roland Olson will be contacting you soon to discuss benefits.

Finally, per the personnel policy, you will be placed on a 6-month probationary period to begin your employment. We look forward to working with you and are very excited about you joining our team. If you have any further questions, please feel free to call me at (651) 792-7611.

**Sincerely,**

***Sack Thongvanh, City Administrator***

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

August 26, 2020

No. 20-34

-----  
**RESOLUTION APPOINTING ASHLEIGH WALTER TO THE POSITION OF  
ADMINISTRATIVE AND COMMUNICATIONS COORDINATOR FOR THE CITY OF  
FALCON HEIGHTS**

**WHEREAS**, on March 18, 2020, Amanda Lor submitted his letter of resignation with a last day in the office of April 3, 2020;

**WHEREAS**, thereafter the position was posted and candidates were interviewed by the City Administrator and Staff;

**WHEREAS**, the position was offered and accepted by Ashleigh Walter;

**WHEREAS**, Ashleigh Walter has a start date of August 27<sup>th</sup>, 2020.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota:

1. Appoint Ashleigh Walter to the position of Administrative and Communications Coordinator, and
2. Authorize compensation of \$23.08 per hour (\$48,000/year).

Moved by:

Approved by: \_\_\_\_\_

Randall C. Gustafson  
Mayor

GUSTAFSON        \_\_\_    In Favor  
MIAZGA  
ANDREWS        \_\_\_    Against  
LEEY  
WEYHEE

Attested by: \_\_\_\_\_

Sack Thongvanh  
City Administrator

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 26, 2020
<b>Agenda Item</b>	Policy G1
<b>Attachment</b>	Project Map, Agreement, Easement, Memorandum of Agreement
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Seminary Pond Agreement
<b>Description</b>	<p>In cooperation with Capital Region Watershed (CRWD), the City of Lauderdale, Ramsey County and the University of Minnesota, city staff has been working with the agencies to develop a cooperative agreement for a regional drainage project, Seminary Pond, in Lauderdale that drain the western side of Falcon Heights.</p> <p>The purpose of this regional project is to better manage stormwater runoff from the City of Falcon Heights, City of Lauderdale, Ramsey County, and the University of Minnesota, and to reduce a historic flooding issue at an apartment complex located at 1568 Eustis Street in the City of Lauderdale. The stormwater runoff from the 148-acre drainage area currently overwhelms the existing storm sewer system and can cause impacts to the apartment complexes parking lot in a 10-year storm, and has the potential to impact the apartment building in the 100-year storm.</p> <p>CRWD has been the lead agency, and they hired Barr Engineering to model the drainage area to determine peak flows and potential impacts. As part of the project, Barr looked at potential solutions to minimize the flooding issue, and also improve water quality. The most cost-effective solution to minimize impacts and to improve water quality was to retrofit Seminary Pond with additional storage capacity and to install an iron-enhanced sand bench. The pond will help alleviate peak flows, and the iron-enhanced sand bench will provide water quality treatment by helping removing phosphorus from the stormwater.</p> <p>The agreement defines the roles and responsibilities for each party. After the UofM's portion is subtracted from the estimated costs the Falcon Heights share of the construction costs are 16% or estimated to be \$85,005.60. Other agency breakdown is as follows; UofM \$58,715, CRWD 59%, Lauderdale 18%, Ramsey County 7%.</p> <p>All engineering costs would be paid by CRWD.</p>

	<p>The project is schedule for bid in early September with construction later this fall. Falcon Heights will also get stormwater volume banking credits which the City can use in the future to offset permit requirements.</p> <p>During the development of this project it became apparent that an agreement be established for drainage projects between the City and the University of Minnesota. Both parties drain onto the other party's jurisdiction and pipe network creating a need to have an agreement in place to document who pays for maintenance and improvements. A 1982 agreement and easement between the UofM and the City was found during the project development. It has not been followed for years and is need of updating to better align with new drainage rules and desires for both parties. A memorandum of agreement is attached which lays the groundwork for updating drainage agreements for the City and Falcon Heights. For the seminary pond project, the UofM's costs are capped at \$58,715. The agreement states that the parties will come to an agreement on all drainage matters to update the old agreement.</p>
<b>Budget Impact</b>	<p>The estimated project cost is \$85,005.60 which would be paid using storm sewer funds. The agreement allows the City to payback its portion of the cost in 3 payments in 2021-2023.</p> <p>Long term maintenance will also be 40% the responsibility of Falcon Heights.</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Project Location Map</li> <li>• Agreement</li> <li>• Permanent Easement</li> <li>• Memorandum of Agreement</li> </ul>
<b>Action(s) Requested</b>	<p>Staff would recommend approval of the Cooperative Agreement, Memorandum of Agreement and authorize the Mayor and City Administrator to execute all necessary documents.</p>



**CAPITOL REGION WATERSHED DISTRICT COOPERATIVE AGREEMENT  
WITH CITIES OF LAUDERDALE AND FALCON HEIGHTS,  
RAMSEY COUNTY, AND UNIVERSITY OF MINNESOTA FOR  
CONSTRUCTION AND MAINTENANCE OF SEMINARY POND IMPROVEMENTS**

Estimated Project Cost: \$590,000

Exhibits: A - Project Area Map

This Agreement is between the Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D (“CRWD”), City of Falcon Heights, a municipal corporation (“Falcon Heights”), City of Lauderdale, a municipal corporation (“Lauderdale”), Ramsey County, a political subdivision of the State of Minnesota, (“County”), and Regents of the University of Minnesota, a Minnesota constitutional corporation, (“UMN”), collectively referred to as “Partners”, to apportion rights and responsibilities related to the construction, maintenance, and stormwater crediting of the Seminary Pond stormwater improvements in Lauderdale, Minnesota (“Project”).

**RECITALS**

1. The Project has been approved by CRWD (Resolution 20-\_\_\_\_\_), by Lauderdale by motion on \_\_\_\_\_, 2020, by Falcon Heights (Resolution \_\_\_\_\_), by Ramsey County (Resolution \_\_\_\_\_), and by UMN.
2. The Project will provide improvements to flood protection, water quality, and natural areas for surrounding communities as. The Project area is shown in Exhibit A.
3. Lauderdale holds a drainage and utility easement over a portion of the project area and will secure any additional easements and access permissions from property owners necessary for the construction and long-term maintenance of the Project.
4. CRWD, Lauderdale, Falcon Heights and Ramsey County will jointly participate in the long-term maintenance of the Project.
5. The Project includes pond excavation, installation of iron-enhanced sand filters, replacement and repair of storm sewer infrastructure, grading, raising the pond berm, installation of rock and other erosion control measures, establishment of long-term maintenance access, and site restoration with native vegetation.
6. CRWD will manage the design and construction of the Project on behalf of the Partners.

## AGREEMENTS

### 1. Responsibility for Design Engineering

1.1. CRWD is responsible for the preparation of all plans, specifications, proposals, and estimates for the Project.

1.2. Any changes requested after final design shall be the fiscal responsibility of the party requesting the change.

### 2. Procurement and Award of Contract

2.1. CRWD will take bids in accordance with state law, watershed district statute and City rules.

2.2. CRWD will award a contract and pay the contractor for all costs related to the Project.

### 3. Responsibility for Construction Engineering

3.1. CRWD shall perform or contract the performance of the construction engineering for all elements of the Project.

### 4. Construction Costs

4.1. Construction costs shall be distributed to the project partners as identified below.

4.1.1. UMN shall participate in a flat amount of \$58,715.

4.1.2. The remaining total construction costs, not including design and construction engineering costs, will be allocated as follows:

CRWD: 59%

Lauderdale: 18%

Falcon Heights: 16%

Ramsey County: 7%

4.2. Design Engineering Costs

4.2.1. CRWD shall be responsible for 100% for all costs related to design engineering of the Project.

4.3. Construction Engineering Costs

4.3.1. CRWD shall be responsible for 100% for all costs related to construction engineering.

5. Payment Schedule

5.1. CRWD will invoice Partners for construction costs after final completion of the Project.

5.2. Full payments from UMN and Ramsey County will be due within 35 days of receipt of an invoice.

5.3. Lauderdale and Falcon Heights will pay one-third of total actual construction costs by December 1<sup>st</sup> for three years starting in 2021 and ending in 2023.

6. Easement and Access Rights

6.1. Lauderdale will be responsible for securing all easement and access rights to construct, inspect, monitor, maintain, and repair the Project.

6.1.1. Lauderdale will acquire necessary temporary construction easements on behalf of CRWD to perform the project.

6.1.2. Lauderdale will secure necessary rights to:

6.1.2.1. Provide for signage to comply with requirements for project signage, as provided in, Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.

6.1.2.2. Install, maintain, repair, and access monitoring equipment.

6.1.2.3. Allow CRWD to access to the project site for education and outreach purposes.

6.2. The Partners will issue all necessary permits and provide all necessary approvals to construct the Project at no cost to CRWD.

7. Maintenance Responsibility for Project Elements

7.1. An operation and maintenance plan will be developed by CRWD during construction of the project. Lauderdale, Falcon Heights, and Ramsey County will review and concur with the O&M plan prior to finalizing.

7.2. Until December 31, 2045, CRWD will be responsible for ensuring the maintenance and repair of the pond and iron-enhanced sand filters, including the items identified in the O&M plan.

7.3. After December 31, 2045, Lauderdale will be responsible for ensuring the maintenance of the pond and iron-enhanced sand filters including the items identified in the O&M plan.

7.4. Costs associated with maintenance or repair of the pond and iron-enhanced sand filters, including the items identified in the O&M plan, shall be allocated as follows:

7.4.1. Until December 31, 2045, the total calendar year costs will be split amongst CRWD, Lauderdale, Falcon Heights and Ramsey County, according to the percentages of responsibility outlined in 4.1.2.

7.4.2. After December 31, 2045, Lauderdale, Falcon Heights and Ramsey County will be responsible for 100% of the total calendar year costs and the percentages of responsibility are the following: Lauderdale – 45%, Falcon Heights - 40% and Ramsey County – 15%.

7.4.3. The responsible party will invoice other participating partners within 60 days after the end of the calendar year for their portion of the maintenance costs for the previous calendar year.

7.4.4. Partner payments to the responsible party will be made within 35 days of receipt of invoice.

7.5. Lauderdale shall be responsible for maintenance of all other infrastructure and vegetation within the project area three years after final construction completion.

8. Ownership

8.1. Lauderdale shall retain ownership or responsibility of the Project, including the pond, sand filters, and all associated infrastructure, except as specifically provided in this agreement after final completion or which is otherwise transferred to underlying property owners. Neither CRWD, nor any of the other Partners, assumes any responsibility of the Project except as specifically identified herein.

8.2. Lauderdale shall assume or retain ownership or responsibility of the ravines and other areas that are not transferred to the underlying property owners. Neither CRWD, nor any of the other Partners assumes any responsibility of these areas.

8.3. Partners shall retain ownership of their storm sewers and related infrastructure.

9. CRWD Regulatory Volume Credits

9.1. Upon payment of their share of the construction costs, CRWD will transfer stormwater volume banking credits to the Partners as follows:

9.1.1. Falcon Heights: 1,397 Cubic Feet

9.1.2. Lauderdale: 1,521 Cubic Feet

9.1.3. Ramsey County: 739 Cubic Feet

10. Partners shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the Partners of any statutory or common law immunities, limits, or exceptions on liability.

11. Other provisions

11.1. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

- 11.2. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement or complete the Project. Parties understand that funding for the Project includes funds from CRWD, Lauderdale, Falcon Heights, Ramsey County, UMN, and the State of Minnesota through the Clean Water, Land, and Legacy Amendment, and that each of these sources might have requirements for funding, contracting, procurement, data practices, prevailing wage, or record-keeping that is in addition to those included herein. Parties agree to cooperate in meeting any of these additional obligations.
- 11.3. Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.
- 11.4. Modification. It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.
- 11.5. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

*[Signature pages to follow]*

**City of Lauderdale**

\_\_\_\_\_

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

Mary Gaasch, Mayor

\_\_\_\_\_

Heather Butkowski, City Clerk-Administrator

**CITY OF FALCON HEIGHTS, MINNESOTA**

\_\_\_\_\_  
Mayor Randall C. Gustafson

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

\_\_\_\_\_  
Sack Thongvanh, City Administrator



**RAMSEY COUNTY, MINNESOTA**

\_\_\_\_\_  
Ryan O'Connor, County Manager

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

Approval recommended:

\_\_\_\_\_  
Ted Schoenecker, Director  
Public Works Department

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

**REGENTS OF THE UNIVERSITY OF MINNESOTA**

\_\_\_\_\_  
Mike Berthelsen, VP, University Services

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

**CAPITOL REGION WATERSHED DISTRICT**

\_\_\_\_\_  
Joseph Collins, Board President

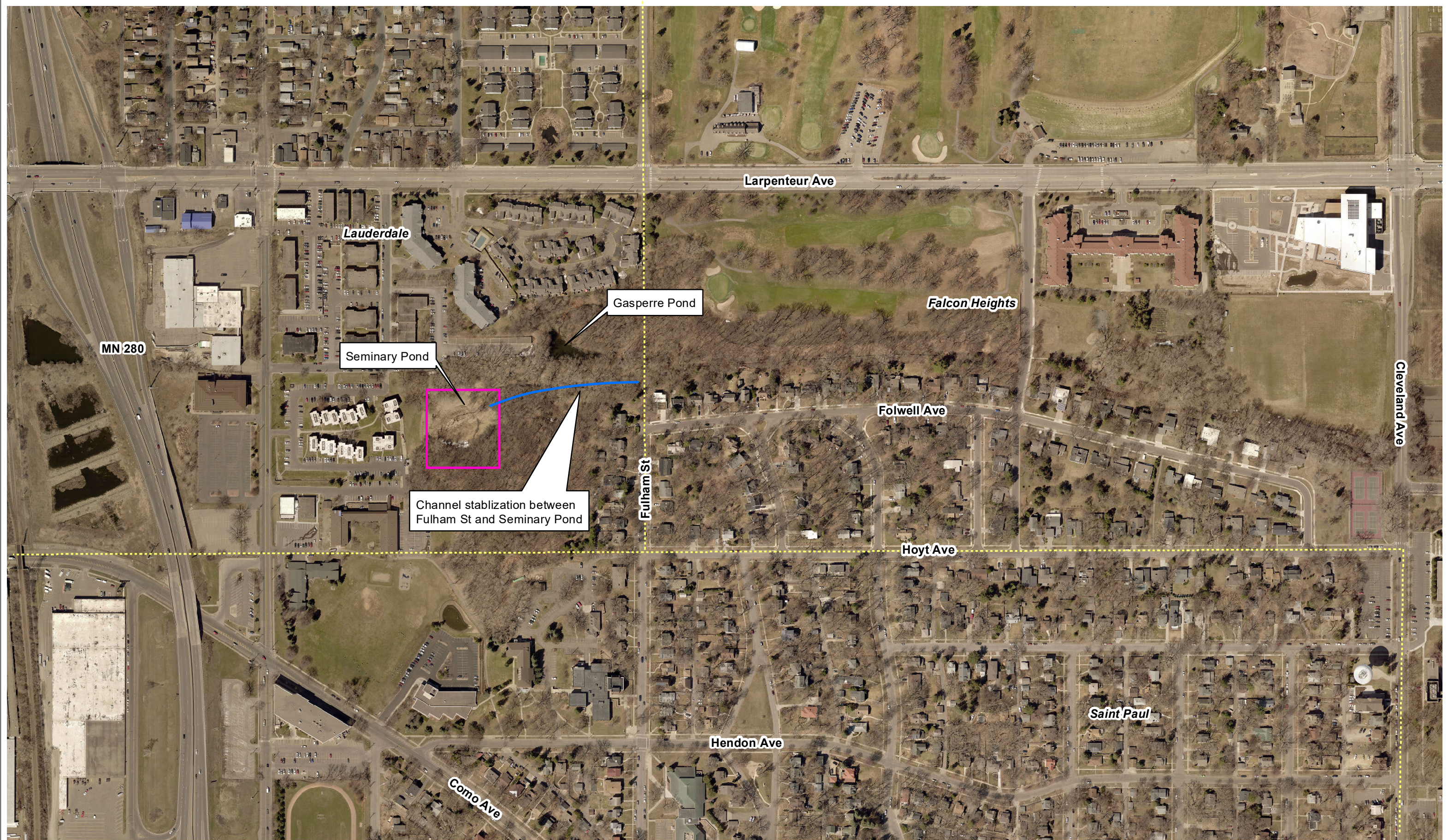
Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Doneux, Administrator

Approved as to form:

\_\_\_\_\_  
CRWD Attorney / Assistant County Attorney

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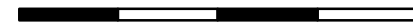
# Seminary Pond Location Map

Prepared by:  
Engineering Department  
August 21, 2020

Data Sources and Contacts:  
 \* Ramsey County GIS Base Map (11/2/15)  
 \* City of Roseville Engineering Department  
 For further information regarding the contents of this map contact  
 City of Roseville, Engineering Department,  
 2660 Civic Center Drive, Roseville MN

DISCLAIMER:  
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact 651-792-7076. The preceding disclaimer is provided pursuant to Minnesota Statutes § 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 160 320 480 640 Feet



mapdoc: Seminary Pond - Location Map.mxd  
 map: Seminary Pond - Location Map.pdf



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Land - St Paul

①

E-67017

PERMANENT STORM SEWER EASEMENT

THIS INDENTURE made this 3<sup>rd</sup> day of September, 1982, between Regents of the University of Minnesota, a Minnesota non-profit organization hereinafter called grantor, and the City of Falcon Heights, Minnesota, a municipal corporation, hereinafter called grantee,

WITNESSETH:

In consideration of the payment of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, grantor does hereby grant, bargain, sell and convey to grantee, a permanent easement for the purpose of constructing, reconstructing, repairing and maintaining a public storm sewer over, under and through the land hereinafter described, together with the right to excavate and refill ditches for the location of said public storm sewer and the further right to remove trees, bushes, undergrowth and other obstructions, interfering with the location, construction, reconstruction, repair and maintenance of said public storm sewer.

The permanent easement hereby granted and conveyed covers the following described land in Ramsey County, Minnesota, to-wit:

A permanent easement 20 feet in width for storm sewer purposes over, under and through the East half of the Northwest quarter of Section 21, Township 29, Range 23, Ramsey County, Minnesota.

The centerline of said easement is described as commencing at the Northwest corner of said East half of Northwest quarter; thence East along the North line of said East half 22.74 feet to the beginning of the centerline to be described; thence southerly, deflecting to the right 89 degrees 56 minutes 26 seconds, a distance of 1074.16

feet; thence Southeasterly deflecting to the left 30 degrees 04 minutes a distance of 73.53 feet; thence Southerly deflecting to the right 30 degrees 00 minutes a distance of 145.00 feet; thence Southerly deflecting to the left 2 degrees 05 minutes a distance of 378 feet and said centerline there terminating.

Grantor further covenants with the grantee that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it, or any part thereof, that it is free of all encumbrances except:

The permanent easement granted herein shall be subject to the terms and conditions of that certain Agreement between the Grantor and Grantee dated 4 August 1982, 1982, the provisions of which shall not be deemed to have merged herein, but shall continue in force and effect in accordance with the provisions thereof.

and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this indenture to be executed on the day and year first above written.

REGENTS OF THE UNIVERSITY OF MINNESOTA

By *Kenneth H. Keller*  
Its Vice President for Academic Affairs

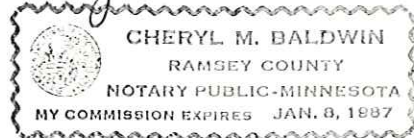
By *Duane A. Wilson*  
Its Secretary

STATE OF MINNESOTA )  
                                  )  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 27th day of August, 1982 by Kenneth H. Keller and Duane A. Wilson, Vice President for Academic Affairs and Secretary of Regents of the University of Minnesota, a Minnesota corporation, on behalf of the corporation.

This instrument was drafted by:  
**BRIGGS AND MORGAN**  
Professional Association  
West First National Bank Building  
Saint Paul, Minnesota

*Cheryl M. Baldwin*





UNIVERSITY OF MINNESOTA

BOARD OF REGENTS

MINUTES

Extract

Board of Regents

June 11, 1982.

WHEREAS, the Regents of the University of Minnesota have delegated certain authority to corporate officers, including the President; and

WHEREAS, the President has been granted a sabbatical leave of absence for the period from June 12, 1982 through September 7, 1982; and

WHEREAS, it is necessary that the signatory authority delegated to the President be extended to a University officer for that period;

THEREFORE, BE IT RESOLVED, that the authority delegated to the President in the Delegation of Authority adopted by the Board of Regents on October 17, 1980, be extended to the Vice President for Academic Affairs for the period June 12, 1982 through September 7, 1982.

\* \* \* \* \*

I, Duane A. Wilson, hereby certify that I am Secretary of the Board of Regents of the University of Minnesota, Minneapolis, Minnesota, and that the foregoing is a true and correct copy of an excerpt of minutes of the Board of Regents' meeting held on June 11, 1982, at which time there was a quorum present, and approved by the unanimous vote of the members of the Board of Regents of the University of Minnesota present at the meeting.

  
\_\_\_\_\_  
Duane A. Wilson

August 27, 1982

SEAL

*Land  
St Paul*

*UP*  
*(2)*

TEMPORARY STORM SEWER EASEMENT

THIS INDENTURE made this 3<sup>rd</sup> day of September, 1982, between Regents of the University of Minnesota, a Minnesota non-profit organization hereinafter called grantor, and the City of Falcon Heights, Minnesota, a municipal corporation, hereinafter called grantee,

WITNESSETH:

In consideration of the payment of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, grantor does hereby grant, bargain, sell and convey to grantee, temporary construction easements for the purpose of constructing and reconstructing a public storm sewer over, under and through the land hereinafter described, together with the right to excavate and refill ditches for the location of said public storm sewer and the further right to remove trees, bushes, undergrowth and other obstructions, interfering with the location, construction and reconstruction of said public storm sewer.

The easements hereby granted and conveyed cover the following described land in Ramsey County, Minnesota, to-wit:

Easement No. 1

A temporary construction easement for storm sewer purposes 36 feet in width which lies 14.5 feet west of and 21.5 feet east of the following described center-line in the East half of the Northwest quarter of Section 21, Township 29, Range 23, Ramsey County, Minnesota.

The centerline of said easement is described as commencing at the Northwest corner of said East half of the Northwest quarter; thence East along the North line of said East half 22.74 feet to the beginning of the centerline to be described; thence Southerly, deflecting to the right 89 degrees 56 minutes 26 seconds, a distance of 1074.16 feet and said centerline then terminating.

and a temporary easement for storm sewer purposes 45 feet in width which lies 22 feet west of and 23 feet east of the following described centerline in said section.

The centerline of said easement is described as commencing at the Northwest corner of said East half of Northwest quarter; thence East along the North line of said East half 22.74 feet thence Southerly deflecting to the right 89 degrees 56 minute 26 seconds, a distance of 1074.16 feet to the beginning of the centerline to be described; thence Southeasterly deflecting to the left 30 degrees 04 minutes a distance of 73.53 feet; thence Southerly deflecting to the right 30 degrees 00 minutes a distance of 145.00 feet; thence Southerly deflecting to the left 2 degrees 05 minutes a distance of 378 feet and said centerline there terminating.

#### Easement No. 2

A temporary construction easement for storm sewer purposes over, under, and across the following described property.

The northern 64 feet, excluding the fifty foot right-of-way of Larpenteur Avenue, of the west 500 feet of East half of the Northwest quarter of Section 21, Township 29, Range 23, Ramsey County, Minnesota.

Said temporary easements to terminate September 25, 1982.

Grantor further covenants with the grantee that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it, or any part thereof, that it is free of all encumbrances except:

The temporary easements granted herein shall be subject to the terms and conditions of that certain Agreement between the Grantor and Grantee dated 4 August 1982, 1982, the provisions of which shall not be deemed to have merged herein, but shall continue in force and effect in accordance with the provisions thereof.

and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this indenture to be executed on the day and year first above written.

REGENTS OF THE UNIVERSITY OF MINNESOTA

By *Kenneth H. Keller*  
Its Vice President for Academic Affairs

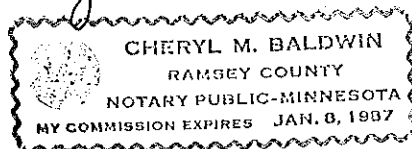
By *Duane A. Wilson*  
Its Secretary

STATE OF MINNESOTA )  
                                  )  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 27th day of August, 1982, by Kenneth H. Keller and Duane A. Wilson, Vice President for Academic Affairs and Secretary of Regents of the University of Minnesota, a Minnesota corporation, on behalf of the corporation.

This Instrument was drafted by:  
**BRIGGS AND MORGAN**  
Professional Association  
West First National Bank Building  
Saint Paul, Minnesota

*Cheryl M. Baldwin*



UNIVERSITY OF MINNESOTA

BOARD OF REGENTS

MINUTES

Extract

Board of Regents

June 11, 1982

WHEREAS, the Regents of the University of Minnesota have delegated certain authority to corporate officers, including the President; and

WHEREAS, the President has been granted a sabbatical leave of absence for the period from June 12, 1982 through September 7, 1982; and

WHEREAS, it is necessary that the signatory authority delegated to the President be extended to a University officer for that period;

THEREFORE, BE IT RESOLVED, that the authority delegated to the President in the Delegation of Authority adopted by the Board of Regents on October 17, 1980, be extended to the Vice President for Academic Affairs for the period June 12, 1982 through September 7, 1982.

\* \* \* \* \*

I, Duane A. Wilson, hereby certify that I am Secretary of the Board of Regents of the University of Minnesota, Minneapolis, Minnesota, and that the foregoing is a true and correct copy of an excerpt of minutes of the Board of Regents' meeting held on June 11, 1982, at which time there was a quorum present, and approved by the unanimous vote of the members of the Board of Regents of the University of Minnesota present at the meeting.

  
\_\_\_\_\_  
Duane A. Wilson

August 27, 1982

SEAL

*Land  
St Paul*

(3)

AGREEMENT

THIS AGREEMENT, made and signed this 4<sup>th</sup> day of August, 1982, by and between the City of Falcon Heights, hereinafter called the "City" and the Regents of the University of Minnesota, hereinafter called "University".

In consideration of the terms and conditions hereafter set forth, the City and University agree as follows:

1. Subject to the following provisions, the University grants to the City permission to connect a 21 inch diameter reinforced concrete storm sewer pipe from the Fairview-Larpenteur area of the City into the University's relief storm sewer system at the point identified as MH-11, on the University's plans drawing number 11145, dated 5-8-63.

2. The City may discharge storm water into the University system in an amount not to exceed 16 cubic feet per second. The area to be drained is shown on the storm sewer district map attached hereto as Exhibit A and by reference made a part hereof.

3. The City shall pay all costs of installation and connection to the University system and all the costs of restoration.

4. The City shall locate the storm sewer on Gortner Avenue between Larpenteur Avenue and point MH-11. The sewer trench will be backfilled at the end of each day of construction. The area disturbed will not exceed 36 feet in width located from a line 1 foot west of the existing west edge of bituminous pavement to a line 36 feet east of said line within the field plot area of the road.

The City shall place temporary fences on both sides of the construction area to prevent disruption beyond the 36 foot wide restriction in the field plot area. The University reserves the right to inspect the construction site and reserves the right to shutdown the project if construction is not proceeding as agreed. The City shall provide access to all University buildings at all times during construction.

5. Upon completion of the storm sewer or in the event the project is shutdown by the University as herein provided, the City shall restore Gortner Avenue with a 34 foot wide 9 ton design roadway consisting of 8 inches of Class 5 aggregate, 2-1/2 inches of bituminous base course, and 1-1/2 inches of bituminous wear course. Concrete curb and gutter, where removed, will be replaced. Sod will be installed and growth restored in all disturbed turf areas. Gortner Avenue will be striped to meet University requirements.

6. The City agrees that the construction, including restoration, will be started and completed within the period between August 16, 1982 and September 24, 1982, time being the essence of this Agreement.

7. The City shall provide full time qualified inspection during construction.

8. The City shall allow the University to review all plans and specifications prior to bids and allow changes in accordance with conditions of this agreement.

9. The City shall obtain approval from the City of St. Paul or any other required governmental approvals for the proposed storm sewer connection to the University system and shall promptly pay all connection and other charges associated with the connection to and use by the City of storm sewer system.

10. For the connection to and use of the University storm sewer system, the City shall pay a one time connection charge to the University of \$33,230.00 (\$31,650.00 plus a 5% charge for administrative cost). In addition, the City shall participate in repair and maintenance costs of the University relief storm system, and the cost of replacement of the University relief storm system in proportion to the City's contributing flow of 16 cubic feet per second compared to the capacity of the University relief storm system as identified in Exhibit B attached hereto and by reference made a part hereto. (Estimated end of life is year 2043 for the University system using an 80 year life).

11. The City and University mutually agree to inspect the condition of the existing storm sewer prior to City's construction of the storm sewer. Discovery of major defects will allow the City to void this agreement, if desired. Cost sharing of any repairs necessary will be negotiated between parties.

12. The City shall not permit or allow any debris or other substances to be discharged into the storm sewer system in violation of applicable law or regulations.

13. The City shall hold the University harmless from and against any and all liability, demands, causes, actions or claims, whether well-founded or otherwise, including the cost of defending the same, which in any way may arise out of or in connection with the granting of this permission, or the construction, installation, connection or surface restoration or use by the City of the University system. Further, the University shall not be responsible to the City or any other party served by the City, for any damages, con-



sequential or otherwise, for the use or disruption of service by the City's connection or use of the system. All contractors engaged by the City shall give suitable and adequate bonds to the City to insure timely and satisfactory performances of the contracts, and to require adequate liability insurance to indemnify the City and its responsibilities to the University pursuant to this agreement.

*CHH*  
SEPTEMBER 3, 1982 *BBB*  
~~SEPTEMBER 3, 1982~~

14. The University shall, on or before ~~September 3, 1982~~ give to the City a temporary construction easement and a permanent easement for construction and future maintenance of the proposed storm sewer. The City shall survey the easement location and prepare the easement documents incorporating the pertinent provisions of this agreement and in form satisfactory to the University. The City shall coordinate with the University any future maintenance activity that would involve disruption of traffic.

15. The University agrees to allow rubber tire type construction equipment to use Folwell Avenue for access only during construction, but such use shall not be in a manner to cause damage.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seals as of the day and year first above written.

Attest:  
  
\_\_\_\_\_

City of Falcon Heights (Seal)  
  
By W. C. A. Workentin Mayor  
By Deborah B. Barnes Clerk

In presence of:  
  
\_\_\_\_\_

University of Minnesota  
By Judith M. Bohm  
Vice President for Finance and Operations Title

# Fairview-Larpenteur Storm Sewer Assessment Area

## Falcon Heights, Minnesota

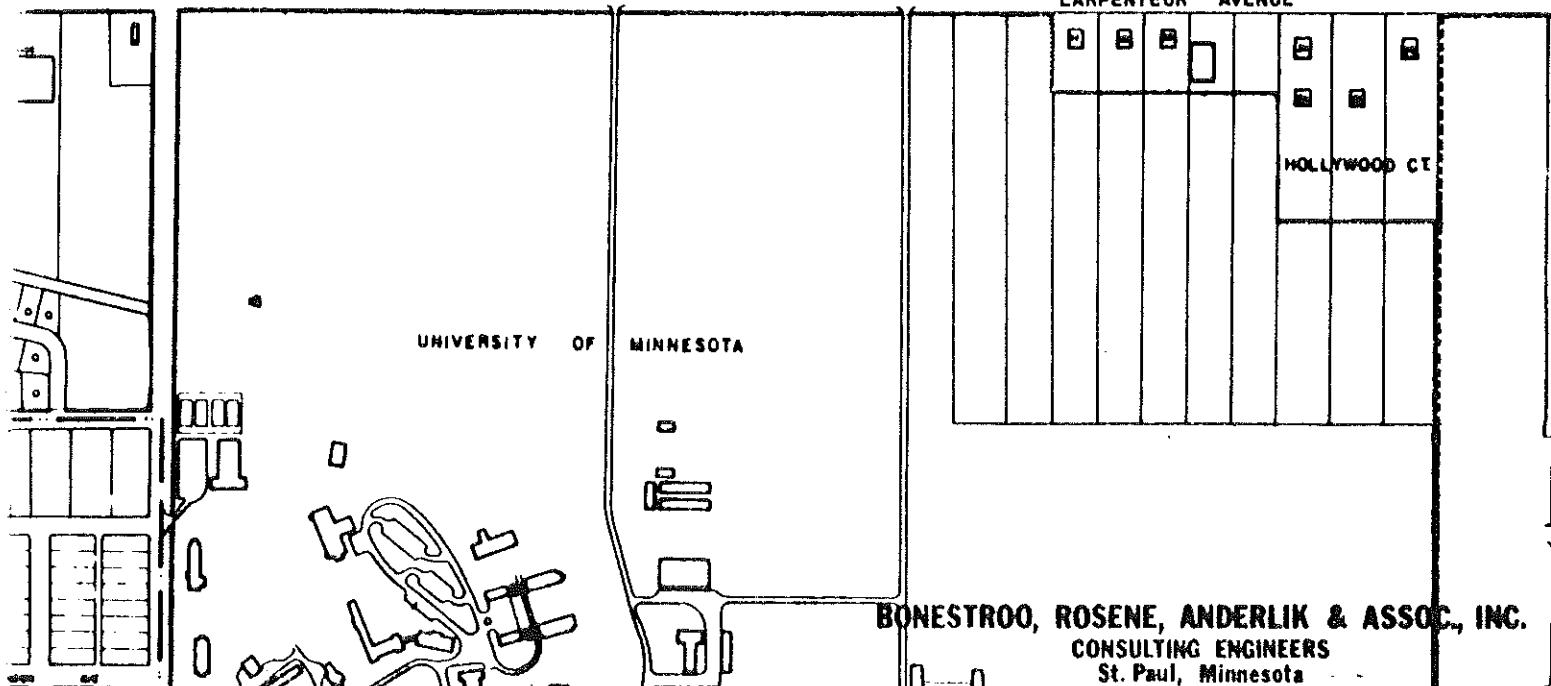
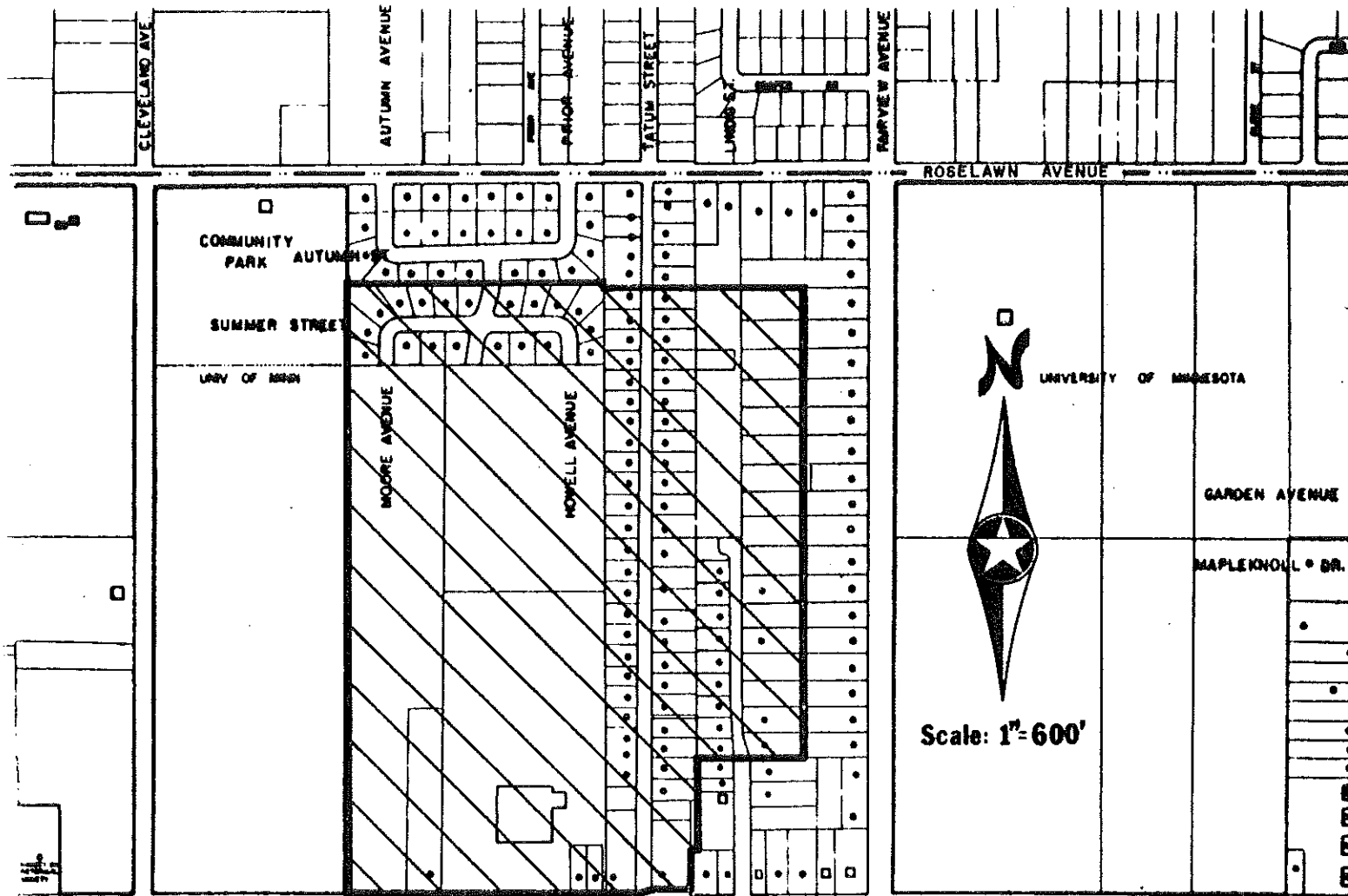


EXHIBIT B

EXISTING FLOW CAPACITY - UNIVERSITY SYSTEM

<u>Flow From</u>	<u>Flow To</u>	<u>10-Year Frequency Design Flow (cfs)</u>	<u>Existing Capacity (cfs)</u>
24 (MH-P	22 (MH-13)	27	40
23 (MH-15)	22 (MH-13)	6	6
22 (MH-13)	21 (MH-12)	45	60
(MH-12)	(MH-11)		105
21 (MH-11)	20 (MH-10)	86	105
(MH-10)	(MH-9)		100
(MH-9)	(MH-8)		90
(MH-8)	(MH-7)	103	90 (103*)
(MH-7)	(MH-6)		165
20 (MH-6)	19 (MH-5)		185
19 (MH-5)	1 (MH-4)	134	160
(MH-4)	(MH-3)	160	215
(MH-3)	(MH-2)		200
(MH-2)	Commonwealth	246	200 (246**)
STRUCTURE UNDER COMMONWEALTH		286	350

\* Capacity available if surcharged 0.8 feet (water surface 13 feet below ground surface).

\*\* capacity available if surcharged 1.2 feet (water surface 13 feet below ground surface).

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# UNIVERSITY OF MINNESOTA

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“**Agreement**”) is entered into on the date of last signature below (the “**Effective Date**”) by and among Regents of the University of Minnesota, a Minnesota constitutional corporation (“**University**”), Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D (“**CRWD**”), and the City of Falcon Heights, a municipal corporation (“**Falcon Heights**”).

### RECITALS

**WHEREAS**, CRWD proposes to make certain improvements to Seminary Pond in Lauderdale, Minnesota, to improve flood protection, water quality, and natural areas to the benefit of surrounding communities like Falcon Heights, the City of Lauderdale, Ramsey County, and the University;

**WHEREAS**, the CRWD-led Seminary Pond project includes pond excavation, installation of iron-enhanced sand filters, replacement and repair of storm sewer infrastructure, grading, raising the pond berm, installation of rock and other erosion control measures, establishment of long-term maintenance access, and site restoration with native vegetation (the “**Project**”);

**WHEREAS**, CRWD is seeking contributions from the surrounding communities to fund the Project; and

**WHEREAS**, the University is willing to contribute toward the cost of the Project, but seeks a broader agreement related to stormwater management in the CRWD and Falcon Heights.

**NOW THEREFORE**, in consideration of the shared benefits offered by the Project and the mutual promises contained within this Agreement, the University, the CRWD and Falcon Heights agree as follows:

- 1. Contribution.** The University shall make a one-time contribution equal to \$58,715 to CRWD. University will execute a cooperative funding agreement to this effect.
- 2. Stormwater Management.** Within five (5) years after the Effective Date, the University, CRWD and Falcon Heights commit to negotiating an agreement related to stormwater management issues in the CRWD and Falcon Heights. The agreement will address issues including (but not necessarily limited to) future drainage from University property to Seminary Pond, drainage from properties under Falcon Heights’s jurisdiction to University stormwater conveyance systems, and related operation and maintenance issues. The parties acknowledge that some of the issues are addressed in that certain Permanent Storm Easement dated September 3, 1982 and the August 4, 1982 Agreement (the “**1982 Agreement**”) referenced therein and agree that the 1982 Agreement may be amended, terminated, reinforced, or left alone as a part of the parties’ negotiations related to stormwater management issues.

**3. Indemnity.** Each party shall be responsible for its own acts and the acts of their employees, volunteers, and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party or the results thereof. The University's liability is subject to the limits provided for in the Minnesota Tort Claims Act, Minn. Stat. § 3.736. CRWD and Falcon Heights's liability are both subject to the limits provided for by Minnesota law, specifically including those in Minnesota Statutes, Chapter 466.

**4. Force Majeure.** The obligations of the parties hereto are subject to force majeure and no party shall be in default under this Agreement if any failure or delay in performance is caused by a labor dispute; accidents; acts of God; fire; flood; earthquake; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders; lack of transportation; acts of any governmental authority; condemnation or the exercise of rights of eminent domain; acts of terrorism or war or civil disorder; pandemic; or any other cause beyond the reasonable control of the parties hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

**5. Notices.** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to University:

University of Minnesota  
Real Estate Office  
319 15<sup>th</sup> Avenue S.E.  
Minneapolis, MN 55455  
Email: reo@umn.edu

With a copy to:

University of Minnesota, Office of the General Counsel  
Attn: Transactional Law Services  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
Email: ogcweb@umn.edu

If to CRWD:

Capitol Region Watershed District  
Attn: District Administrator  
595 Aldine Street  
Saint Paul, MN 55104

If to Falcon Heights:

City of Falcon Heights  
Attn: City Administrator

2077 West Larpenteur Avenue  
Falcon Heights, MN 55113-5594

Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, or by facsimile, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by email, or commercial overnight delivery service, upon verification of receipt.

**6. Assignment.** No party shall assign this Agreement or the rights hereunder to any other party without the prior written consent of the other parties. Each of the parties' respective rights and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

**7. Amendment.** This Agreement shall be amended only in a writing mutually agreed upon and duly executed by the parties.

**8. No Real Property Interest Granted.** No party shall obtain a property interest or estate in or lien upon another's property or facilities. All liens, claims and charges of each party shall not attach to any real property interest of the other parties' property.

**9. Governing Law & Venue.** This Agreement shall be interpreted and construed in accordance with the internal laws of the state of Minnesota.

**10. Independent Contractor.** The performance by the parties of all duties and obligations under this Agreement shall be as independent contractors and not as agents of the other parties, and no persons employed or utilized by a performing party shall be considered the employees or agents of another party. No party shall have the authority to enter into any agreement purporting to bind another party without specific written authorization. The parties agree that this Agreement does not create a partnership between, or a joint venture.

**11. Non-Waiver.** No failure to exercise and no delay in exercising, on the part of any party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by a party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by all parties.

**12. No-Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns.

**13. Entire Agreement.** This Agreement, any Exhibits and Attachments referenced and attached hereto or to be attached hereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written.

**14. Counterparts; Electronic Exchange.** This Agreement and any amendments to it may be executed in duplicate copies on behalf of the parties by their authorized representatives. Each duplicate copy shall be deemed an original, but all duplicate originals together shall constitute

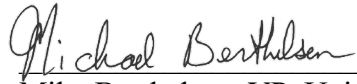
one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

**[Signatures follow.]**



The parties hereto execute this Agreement:

**Regents of the University of Minnesota**



\_\_\_\_\_  
Mike Berthelsen, VP, University Services

Date: August 19, 2020

**CAPITOL REGION WATERSHED DISTRICT**

\_\_\_\_\_  
Joseph Collins, Board President

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

\_\_\_\_\_  
Mark Doneux, Administrator

Approved as to form:

\_\_\_\_\_  
James Mogen, District Attorney / Assistant Ramsey County Attorney

**CITY OF FALCON HEIGHTS, MINNESOTA**

\_\_\_\_\_  
Mayor Randall C. Gustafson

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

\_\_\_\_\_  
Sack Thongvanh, City Administrator

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 26, 2020
<b>Agenda Item</b>	Policy G2
<b>Attachment</b>	Project Map, Agreement
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Capital Region Watershed Project - Fowell/Fulham Outfall Improvements Agreement
<b>Description</b>	<p>In cooperation with Capital Region Watershed (CRWD), the City of Lauderdale, Ramsey County and the University of Minnesota, city staff has been working with the agencies to develop a cooperative agreement for a regional drainage project, Seminary Pond, in Lauderdale that drain the western side of Falcon Heights. As a secondary project to the Seminary Pond project is the restoration of the storm sewer outfall that serves the storm water drainage from the Grove neighborhood. Staff has worked with CRWD to create a cooperative agreement.</p> <p>The outfall project involves restoring the ditch downstream of the outfall which has been severely eroded overtime. Work involves tree removal, grading, installation of additional storm sewer, turf stabilization and tree restoration. The new design should eliminate the erosion concern and make maintenance easier.</p> <p>The agreement defines the roles and responsibilities for each party. All engineering costs would be paid by CRWD. The estimated costs the Falcon Heights share of the construction costs are 100% of the construction costs estimated to be \$100,000.</p> <p>The project is schedule for bid in early September with construction later this fall. This portion of the project is being bid as an alternate so it could be removed from the project if the costs are too high.</p>
<b>Budget Impact</b>	<p>The estimated project cost is \$100,000 which would be paid using storm sewer funds. The agreement allow the City to payback its portion of the cost in 3 payments in 2021-2023.</p> <p>Long term maintenance will also be 100% the responsibility of Falcon Heights.</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Project Location Map</li> <li>• Agreement</li> </ul>

<b>Action(s) Requested</b>	Staff recommends the approval of the Fowell/Fulham Outfall Improvements Agreement and authorize the City Administrator and Mayor to execute all necessary documents.
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**CAPITOL REGION WATERSHED DISTRICT COOPERATIVE AGREEMENT  
WITH CITIES OF LAUDERDALE AND FALCON HEIGHTS FOR  
CONSTRUCTION AND MAINTENANCE OF FOWELL/FULHAM OUTFALL  
IMPROVEMENTS**

Estimated Project Cost: \$100,000

Exhibits:

A: Fowell Avenue and Fulham Street Outfall Area

This Agreement is between the Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D ("CRWD"), City of Falcon Heights, a municipal corporation ("Falcon Heights"), and City of Lauderdale, a municipal corporation ("Lauderdale"), to apportion rights and responsibilities related to the construction and maintenance of the Fowell Avenue and Fulham Street outfall improvements in Falcon Heights and Lauderdale, Minnesota ("Project").

**RECITALS**

1. The Project has been approved by CRWD (Resolution 20-\_\_\_\_\_), by Falcon Heights (Resolution \_\_\_\_\_) and by Lauderdale by motion on \_\_\_\_\_, 2020.
2. The Project will provide erosion control and water quality improvements for the outfall area near Fowell Avenue and Fulham Street (Exhibit A).
3. The Project area is partially located in Falcon Heights and Lauderdale. Falcon Heights will secure any additional easements and access permissions from property owner(s) necessary for the construction and long-term maintenance of the Project.
4. Falcon Heights will provide long-term maintenance of Project.
5. The Project includes extension of storm sewer pipe, installation of other storm sewer infrastructure, grading, and site restoration with native vegetation.
6. CRWD will manage the design and construction of the Project on behalf of Falcon Heights.

## AGREEMENTS

1. Responsibility for Design Engineering
  - 1.1. CRWD is responsible for the preparation of all plans, specifications, proposals, and estimates for the Project.
  - 1.2. CRWD shall be responsible for 100% for all costs related to design engineering of the Project.
  - 1.3. Any changes requested after final design shall be the fiscal responsibility of the party requesting the change.
2. Procurement and Award of Contract
  - 2.1. CRWD will take bids in accordance with state law, watershed district statute and City rules.
  - 2.2. CRWD will award a contract and pay the contractor for all costs related to the Project.
3. Responsibility for Construction Engineering
  - 3.1. CRWD shall perform or contract the performance of the construction engineering for all elements of the Project.
  - 3.2. CRWD shall be responsible for 100% for all costs related to construction engineering.
4. Responsibility for Construction
  - 4.1. CRWD shall perform or contract the performance of the construction of the Project.
  - 4.2. Falcon Heights will be responsible for 100% of construction costs.



5. Payment Schedule

5.1. CRWD will invoice Falcon Heights for construction costs after final completion of the Project.

5.2. Falcon Heights will pay one-third of total actual construction costs by December 1<sup>st</sup> for three years starting in 2021 and ending in 2023.

6. Easement and Access Rights

6.1. Falcon Heights will be responsible for securing all easement and access rights to construct, inspect, monitor, maintain, and repair the Project.

6.1.1. Falcon Heights will acquire necessary easements and permissions on behalf of CRWD to perform the Project.

6.1.2. Falcon Heights will secure necessary rights to allow CRWD to access the project site to provide tours of the Project.

6.1.3. Lauderdale will grant permission to CRWD and Falcon Heights for the construction of the Project within its jurisdiction.

6.1.4. Falcon Heights will obtain an easement from Lauderdale upon final completion of the Project.

6.2. Falcon Heights will issue and obtain all necessary permits and provide all necessary approvals to construct the Project at no cost to CRWD.

7. Maintenance Responsibility for Project

7.1. Falcon Heights will be responsible for operation and maintenance of the Project and 100% of the O&M costs.

8. Ownership

8.1. Falcon Heights shall retain ownership and responsibility of the entire Project. CRWD and Lauderdale do not assume any responsibility of the Project except as specifically identified herein.

9. CRWD, Falcon Heights and Lauderdale shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by CRWD, Falcon Heights, or Lauderdale of any statutory or common law immunities, limits, or exceptions on liability.
10. Other provisions
  - 10.1. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.
  - 10.2. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement or complete the Project. Parties understand that funding for the Project includes funds from CRWD and Falcon Heights and that each of these sources might have requirements for funding, contracting, procurement, data practices, prevailing wage, or record-keeping that is in addition to those included herein. Parties agree to cooperate in meeting any of these additional obligations.
  - 10.3. Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.
  - 10.4. Modification. It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.
  - 10.5. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

*[Signature pages to follow]*

**CITY OF FALCON HEIGHTS**

\_\_\_\_\_  
Mayor Randall C. Gustafson

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

\_\_\_\_\_  
Sack Thongvanh, City Administrator

**CITY OF LAUDERDALE**

\_\_\_\_\_

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

Mary Gaasch, Mayor

\_\_\_\_\_

Heather Butkowski, City Clerk-Administrator

**CAPITOL REGION WATERSHED DISTRICT**

\_\_\_\_\_  
Joseph Collins, Board President

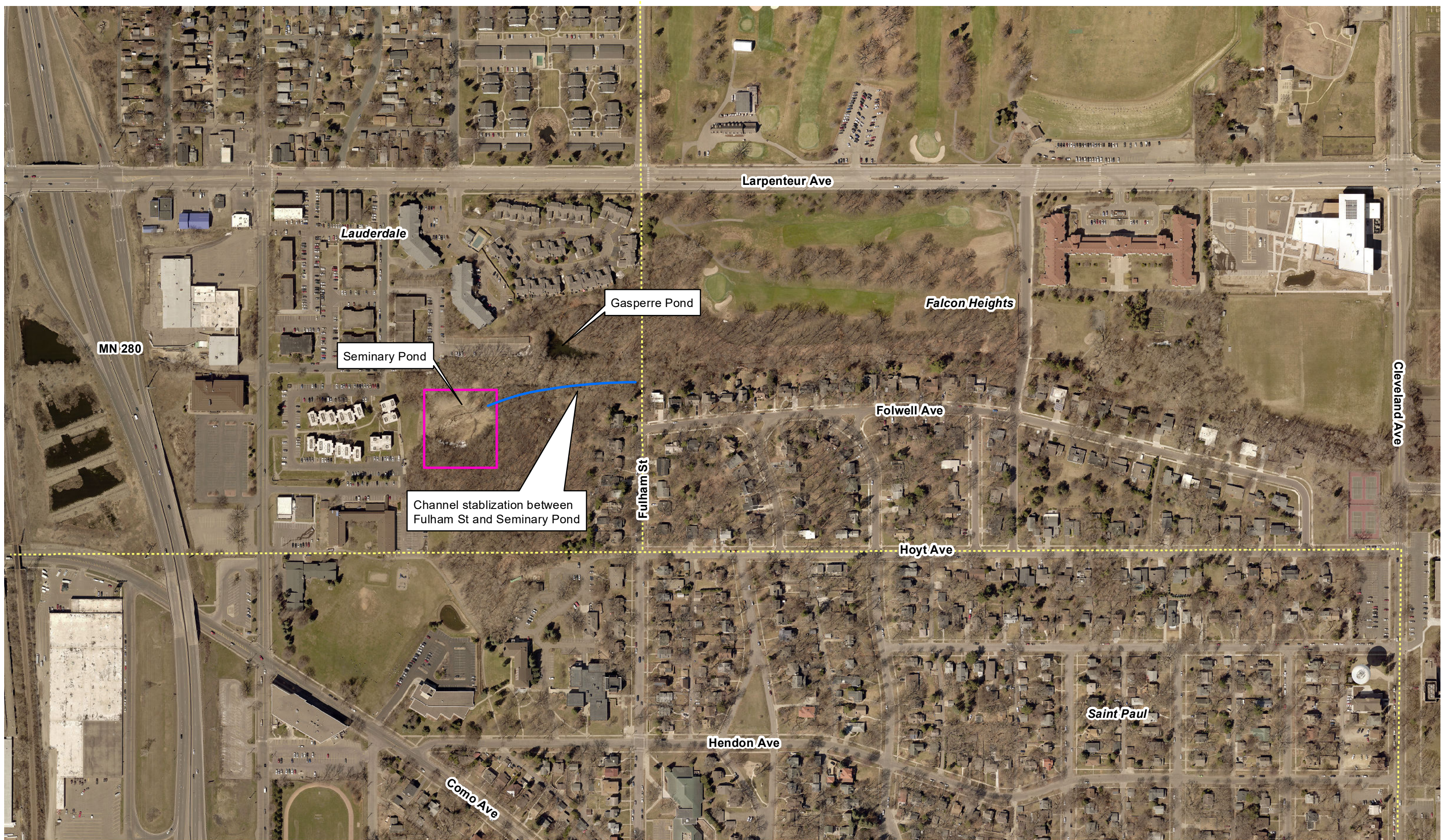
Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Doneux, Administrator

Approved as to form:

\_\_\_\_\_  
CRWD Attorney / Assistant County Attorney

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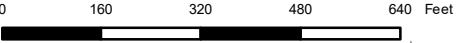


# Seminary Pond Location Map

Prepared by:  
Engineering Department  
August 21, 2020

Data Sources and Contacts:  
 \* Ramsey County GIS Base Map (11/2/15)  
 \* City of Roseville Engineering Department  
 For further information regarding the contents of this map contact  
 City of Roseville, Engineering Department,  
 2660 Civic Center Drive, Roseville MN

DISCLAIMER:  
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact 651-792-7076. The preceding disclaimer is provided pursuant to Minnesota Statutes § 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



mapdoc: Seminary Pond - Location Map.mxd  
 map: Seminary Pond - Location Map.pdf



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***The City That Soars!***

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 26, 2020
<b>Agenda Item</b>	Policy G3
<b>Attachment</b>	Draft Policy
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Amendment to Administrative Manual for Standards Concerning Communication and Enforcement of Immigration Laws
<b>Background</b>	Following discussion about a possible Welcoming City Policy/ Resolution/ or Ordinance, staff have drafted an amendment to the City Council section of the Administrative Manual. The new policy sets standards for the communication and enforcement of immigration laws among city employees.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Policy</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approving the attached Policy with Standards Concerning Communication and Enforcement of Immigration Laws.

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# City of Falcon Heights Administrative Manual

## Section I City Council

- A. Ethics Policy
- B. City Council Standing Rules
- C. Public Meeting Guidelines
- D. Standards Concerning Communication and Enforcement of Immigration Laws**

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**D. STANDARDS CONCERNING COMMUNICATION AND ENFORCEMENT OF IMMIGRATION LAWS**

**I. Purpose**

Although the City works cooperatively with the Department of Homeland Security, as it does with all state and federal agencies under relevant state and federal laws, the City does not operate its programs for the purpose of enforcing federal immigration laws.

**II. In General**

In conformity with state and federal law, when determining eligibility for, and providing general city services, city employees and officials shall:

- (1) Complete I-9 forms, question a person regarding the I-9 form and documents supporting the I-9 form, and may allow Homeland Security to audit the I-9 forms as required by law.
- (2) City employees shall request and inquire about immigration status only when specifically mandated to do so by law. As a corollary, City employees shall solicit evidence of a person's identity only when necessitated by the employee's work duties. City employees shall not discriminate against any current or potential service users based on race, sexuality, creed, religion, disabilities, immigration status, or any other identity factor.
- (3) Other than complying with lawful subpoenas, city employees and representatives shall not use city resources to detect or apprehend persons whose only violation of law is or may be being undocumented, being out of status, or illegally residing in the United States (collectively) undocumented.
- (4) A Minnesota issued driver's license and or a photo identity document issued by the person's nation of origin such as a driver's license, passport, or matricula consular are each adequate evidence of identity and the possession of either shall not subject the person to higher levels of scrutiny or different treatment. This paragraph does not apply to I-9 forms.

General city services means all city services except services specifically listed as public safety services in Section III.

**III. Public Safety**

In conformity with state and federal law, when performing public safety duties, city employees, shall:

- (1) Not perform any public safety action for the purpose of detecting the presence of undocumented persons, or to verify immigration status, including but not limited to questioning any person or persons about their immigration status.

(2) Shall not question, apprehend or detain any person for violations of federal civil immigration laws except when immigration status is an element of the crime or when enforcing 8 U.S.C. 1324(c).

All public safety conduct related to the communication and enforcement of civil immigration law shall be documented and made available to (a) the City Attorney, (b) City Council, and (c) the City Administrator. The report shall include any applicable Department of Homeland Security mission statement and operational guidelines, the reason for the dispatch of personnel, the name of the homeland security agent in charge, and the name of the officer authorizing the use of city personnel.

The City shall make all efforts to contract with public safety agencies, including the police that abide by the standards and practices of Public Safety Officers in this Section.

#### **IV. Complaints and Discipline**

Violation of this Policy shall be subject to disciplinary action under the appropriate union contract, civil service commission rules, or Falcon Heights Personnel Policy. It shall not be a violation of this chapter to require the completion of I-9 forms or to inquire into or disclose the immigration status of the complainant or witnesses if necessary as part of the investigation of a complaint of a violation of this chapter, or if deemed necessary by the appointing authority to administer discipline for such violations.

#### **V. Subpoena**

This policy does not prohibit city employees from responding to a properly issued subpoena.