



STAFF REPORT

DATE: 1/5/21

CONSENT

ITEM #:

MOTION

TO: City Council

FROM: Marty Powers, Public Works Director

AGENDA ITEM: Rain Garden Maintenance Agreement

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL: Should the City Council approve a maintenance agreement with Washington Conservation District for city owned rainwater gardens?

PROPOSAL DETAILS/ANALYSIS: Under this agreement, Washington Conservation District will provide maintenance to the 7 city owned rainwater gardens a minimum of 2 times during the 2021 growing season. This maintenance will include; inlet cleaning, plant identification, weed removal and litter removal. Also, by utilizing this service the city will be meeting maintenance requirements of the Best Management Practices, (BMPs) as outlined in the Municipal Separate Storm Sewer System, (MS4) Permit.

Any additional work needed in the rain gardens such as; additional wood mulch or plantings will still be the responsibility of the city

FISCAL IMPACT: Not to exceed \$2,000.00, funded through Surface Water Contract Services.

OPTIONS:

- Approve Raingarden Maintenance Agreement
- Deny Raingarden Maintenance Agreement
- Table Raingarden Maintenance Agreement

RECOMMENDATION:

Motion to approve Raingarden Maintenance Agreement with Washington Conservation District for an amount not to exceed \$2,000.00

ATTACHMENTS:

- 1) Raingarden Maintenance Agreement
- 2) 2020 Summary/2021 Recommendations Report

Agreement Between the Washington Conservation District and the City of Lake Elmo

PARTIES: This letter of agreement will set forth the work to be provided by the Washington Conservation District (WCD) to the City of Lake Elmo (City) to perform maintenance of Best Management Practices (BMPs).

TERM OF CONTRACT: The effective date of the agreement is from April 1, 2021 to December 31, 2021.

SCOPE OF SERVICES: Work to be performed by the WCD includes the following tasks:

- a. Perform a minimum of two maintenance visits for 7 stormwater best management practices. Maintenance activities include inlet cleanout, weed removal, and litter removal.

COST AND PAYMENTS: Costs for services for these activities shall not exceed **\$2,000.00**. Services will be provided by the WCD Staff and Seasonal Maintenance Worker(s) @ \$59 to \$39/hr. Invoices will be sent on a quarterly basis and will list specifically the work performed. Invoices are payable by the City of Lake Elmo within 60 days. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

RELATIONSHIP: This agreement in no way shall constitute, nor be construed in such a way to create an employment relationship between the City and the WCD. WCD staff shall not be entitled to any rights, privileges, or benefits of employees of the City.

INDEMNIFICATION & INSURANCE: The WCD agrees it will defend, indemnify, and hold harmless the City, its council members and employees against any and all liability, loss, costs, damages and expenses, including attorneys' fees, which the City, its council members or employees may hereafter sustain, incur, or be required to pay arising out of the WCD's performance or failure by the WCD to perform its obligations pursuant to this agreement. Likewise, the City agrees that it will defend, indemnify, and hold harmless the WCD, its board members and employees against any and all liability, loss, costs, damages and expenses including attorneys' fees, which the WCD, its board members and employees may hereafter sustain, incur, or be required to pay arising out of the actions of the City pursuant to this agreement. The parties acknowledge and agree that any exposure to the City or the WCD or the acts or omissions of their respective officers, agents, board members and employees will not exceed the limits provided for in Minnesota Statutes Chapter 466.

EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS: During the performance of this Agreement, the WCD agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

RECORDS: Under Minn Stat. section 16C.05, the WCD's books, records, documents and accounting procedures and practices relevant to this grant are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this agreement.

DATA PRIVACY: All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. Or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

TERMINATION: Either the WCD or City may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination.

In Witness Whereof, the WCD and City have duly executed this Agreement as of the date and year referenced herein.

Director of Public Works, Lake Elmo

Jay Riggs
District Manager, Washington Conservation District

Date

Date



Lake Elmo BMP Maintenance Summary

Agreement Summary:

- a) Maintain 7 BMP's: Tablyn Park Entrance Raingarden, 3rd St. Place N. Center Median Area Raingarden, Demontreville Park Vegetated Swale, West of Legion Avenue Raingarden, DeMontreville Trail Boat Landing Raingarden, Jane St. Raingardens (2). Maintenance activities include inlet cleanout, weed removal, and litter removal.
- b) Material costs included fees for composting and equipment used.
- c) Costs for services for these activities shall not exceed \$2,000.00.

Services Provided:

Date	Activity	Time
5/1/2020	2020 Planning, mapping, and coordination	3
5/4/2020	Spring vegetation cleanout, all BMPs	8.5
6/2/2020	Weeding, all BMPs	4
6/18/2020	Vegetative maintenance (4)	2.5
6/22/2020	Vegetative maintenance (3)	3
7/6/2020	Herbicide treatments for Tablyn Park	1.5
7/7/2020	Vegetative maintenance all BMPs	6
7/14/2020	Weeding boat landing and Demontreville Park	2
8/6/2020	Vegetative maintenance and inlet cleanout Jane Rd	4
8/25/2020	Vegetative maintenance: herbicide treatments and weeding all BMPs	5.5
9/22/2020	Inspect and weeding: all BMPs	2

Total Expenditures: \$1,913.00 for time (42 hours)

Recommendations for 2021:

Retain the current not to exceed amount. Continue to provide routine maintenance and conduct the following additional improvements as budget allows:

Tablyn Park Entrance Raingarden: Cool season overspray of grass, mulch, and additional sun planting for the second basin.



Demontreville Park Vegetated Swale: Proceed with planned activity with the City of Lake Elmo to repair the inlet in order to address ponding and dead sod.

West of Legion Avenue Raingarden: Install velocity control structures to address erosion activity. Continue with buckthorn and box elder management. Repair gully in asphalt.

DeMontreville Trail Boat Landing Raingarden: Supplement bare areas with sun plantings along roadside edge of the BMP.

3rd St. Place N. Center Median Area Raingarden: Continue management of box elder and buckthorn.

Jane St Raingardens: Address reed canary grass and split and plant existing native species. Manage thistle and other weedy species.