

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

AGENDA
June 26, 2024 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: GUSTAFSON LEEHY MEYER
WASSENBERG MIELKE

STAFF PRESENT: LINEHAN

C. APPROVAL OF AGENDA Leehy 5-0

D. PRESENTATION

E. APPROVAL OF MINUTES: Meyer 5-0
1. June 5, 2024 City Council Workshop Meeting Minutes
2. June 12, 2024 City Council Regular Meeting Minutes

F. PUBLIC HEARINGS:

G. CONSENT AGENDA: Wassenberg 5-0
1. General Disbursements through 06/20/24: \$396,657.20
Payroll through 06/15/24: \$25,041.66
Wire Payments through 06/15/24: \$15,911.34
2. Cooperative Maintenance Agreement of Rain Gardens

H. POLICY ITEMS: Table to July 24th
1. Request for Watershed Boundary Change

I. INFORMATION/ANNOUNCEMENTS: mistake

J. 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.

K. ADJOURNMENT: Leehy 5-0

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

MINUTES

Wednesday, June 5, 2024
6:30 P.M.

A. CALL TO ORDER: 6:32 PM

B. ROLL CALL: GUSTAFSON_X_ LEEHY___
 MEYER_X_ MIELKE_X_ WASSENBERG_X

STAFF PRESENT: LINEHAN_X_ VAN DER WERFF_X_ NEIS_X_

C. POLICY ITEMS:

1. Rental Policies and Protections

Administrator Linehan kickstarts the conversation, by providing background information and looking at current practices. He introduces Fire Marshal Adrian Neis.

Neis explains he has been with Falcon Heights for 2 years and assists on a part-time basis. He was a firefighter for Roseville for 20 years and currently works full-time for the St. Paul Fire Department and part-time for the State Fair.

Linehan provides background on rental statistics. He notes in 2013 an ordinance was passed that would require rental properties to be licensed and inspected. This was expanded to include multi-family buildings in 2019. In 2022, Neis was brought in to inspect all units after COVID-19, but many required a re-inspection.

Councilmember Mielke wonders about inspections of group homes.

Neis, notes if less than 6 occupants, it would be considered a single-family inspection. Depending on the services provided by the group home, the Department of Health Services will need to get involved for inspections.

Councilmember Meyer wonders what items warrant a re-inspection.

Neis explains this could be various things. He received several complaints from managers and owners regarding the current inspection process as certain items that required a re-inspection were not brought up before by previous inspectors. He notes that regulations change over time, but he takes into account the age of a building. He provides an example of a correction notice. He explains that in Falcon Heights only common areas are inspected for multi-unit buildings, not interior dwelling units, and the whole property gets inspected for a single-family rental.

Mielke wonders about alternative housing if a unit is condemned.

Neis notes condemnation of a unit opens up doors for legal assistance for the tenants as they cannot safely live in their unit.

Meyer wonders about requirements in other cities.

Neis notes that each city is different and has its own ordinances. They do have to be careful with ordinances and compliance with building codes as to not over enforce.

Meyer finds it interesting that ordinances cannot overprotect and feels they are more in favor of landlords than tenants.

Neis provides an example of a lawsuit that includes a city that over-enforced ordinances. The city cannot require anything more than is required by the building code. He explains he looks at buildings differently based on their age and follows codes and standards based on when the building was built.

Linehan provides the current process for when a tenant has a complaint regarding building code or safety issues. Neis will do an inspection and if a violation is found there will be a correction notice.

Mielke wonders about new tenant ordinances that were introduced by the state.

Neis explains there were several that went into effect in January of this year. An issue with the current process is landlords need to self-report if they are a rental building, but landlords may not report and operate under the radar. Tenants could be fearful of retaliation by the landlord. He notes those are buildings we want to capture, but is under the impression there are not many if any in Falcon Heights.

Linehan explains that there was an audit done a few years ago. Staff currently still audits regularly. The City stays up-to-date on new ordinances mostly through the League of Minnesota Cities. Another thing staff works on is ensuring resources are readily available to renters in the City.

Mielke explains the HOME Line organization provides education and advocacy services. She explains she met with tenants who have concerns but are afraid of retaliation by the landlord. She provides an example of the rental license process where they have the ability to inspect individual units in another city in the metro area.

Mayor Gustafson explains every property needs to have a local representative present during inspections.

Neis suggests passing an ordinance that allows proactive inspections and inspections of interior dwelling units. That also allows for more anonymity for the tenant in fear of retaliation. Inspections of entire units are already done at single-family units and duplexes. There is still a chance to call out a specific unit, as he is required to notify the landlord of certain violations.

Meyer wonders about how many landlords retaliate.

Neis explains it's hard to put a number to that.

Linehan provides an example of retaliation from 2 parties, the landlord and the tenant.

Meyer wonders about condemnation and if it can be fixed.

Neis explains condemnation allows a resident to get legal help through HOME Line which can notify them of legal resources for things like withholding rent. It is a powerful tool to assist residents.

Mielke explains she wants to ensure there is safe and clean housing for all residents.

Linehan notes cities don't inspect single-family homes that are not rented out. If there is a good rental inspection process, that helps renters know it would be safer to live in a rental unit in Falcon Heights than a single-family home.

Neis supports proactive inspections but it requires significantly more time and comes with a cost. He only inspects renewals when they are due. Interior inspections require more man hours. Some things for the Council to consider, such as raising rental license fees.

Gustafson explains it could increase rent for tenants. The City Fee structures would need to be looked at.

Wassenberg adds that it would be inspected for 2 years.

Neis notes it's not needed to look at each unit during every inspection, but having it proactive allows it to be done to the inspector's discretion. There are workarounds. Doing community outreach and proactive visiting along with snacks and swag can help educate tenants.

Linehan explains another thing to implement would be adding software programs to help keep track of inspections. The current system used for permits and code enforcement has a license expansion that would allow us to keep everything in the same place.

Neis notes a proper reporting system allows for keeping track of trends and metrics and educating landlords.

Gustafson wonders about business license inspections.

Neis notes some properties had complaints regarding certain correction notices.

Linehan explains landlords can go through an appeal process if they don't agree with the correction notice.

Wassenberg wonders about buildings that have around 10-units in one building and wonders how encompassing it is to inspect each unit. For example, what happens if not all units can be inspected?

Neis explains he allows discretion with interior dwelling inspections and relies on tenants to be honest with the inspectors. If 5 out of 10 units get inspected and all pass, it can be safe to say, the other 5 units will pass as well. He also encourages introducing a re-inspection fee process for additional funds. He provides an example of St. Paul. That also allows a financial incentive to get a violation corrected.

The council provides staff with direction to draft an ordinance related to interior dwelling unit inspections.

2. Assessment Policy

Linehan explains this is an opportunity for the Council to discuss the assessment policy and how assessments may be determined for the 2025 PMP. The 2025 PMP will include the full reconstruction of the streets within Falcon Woods, as well as a mill & overlay for E/W streets in Northome and alleyways. To change the policy, the Council will need to adopt a resolution amending the assessment policy. There are options to do an equalized per-parcel assessment rather than a lineal foot method. Under this model, all properties would be assessed the same amount within the project area rather than a basis of how many lineal feet each parcel has. The current policy is based on lineal foot.

Mielke wonders if this is just to address the 2025 assessment or beyond that.

Wassenberg wonders if residents can challenge one assessment over the other.

Linehan explains he sought guidance from legal and they recommend amending the entire policy. Long-term there can be a broader discussion around assessments. He provides examples of what other cities have for assessment policies.

Wassenberg appreciates efficiency in administration. It could be a general fund expenditure and not do assessments at all.

Meyer wonders about other cities and if they have assessment policies or if they pay for it through other funds.

Linehan explains it differs throughout the state. It could get challenging during long recessions and not being able to improve infrastructure, because cities need to utilize their general funds for city operations.

Wassenberg wonders about a break in assessment cycles.

Linehan explains after 2025, the city will be through a complete PMP cycle and there will be a break. He notes that there is certain state aid the city receives because they maintain the roads so well.

Meyer wonders about parcels in Falcon Woods and if they're completely standardized.

Wassenberg notes there would still be discrepancies, even with per-parcel assessments, as not all parcels are equal.

Linehan notes he could have the engineers run different models. It will be nearly impossible to make all assessments equal. Similar to property taxes.

Meyer feels having a larger double lot being called 1 parcel would be unfairly compared to smaller lots. But if the difference between each is small, then per parcel makes sense.

Wassenberg feels if all residents pay the same there will be fewer complaints.

Gustafson agrees, per parcel makes sense and it benefits the resident living on the parcel.

Meyer feels that per parcel will make sense.

3. Community Park Pricing

Linehan explains staff has been working with the consultant on modifications of the plans for the Community Park Building with pricing coming in higher than expected. He provides the Council with various budget sheets. He asked Finance Director Olson to check all City Funds and for future debt schedules. Linehan explains there are various cuts that can be made to the project to allow for savings, such as the elimination of amenities, choosing less high-end finishes, and one restroom. If cutting everything, the total price would go down to what was originally estimated. He also has the consultants working on a quote for updating the existing park building. However, initially, it would not allow for significant savings and therefore it was decided to look into building a new building.

The council reviews the updated budget sheets. Linehan explains not expanding the parking lot, but just resurfacing the current lot, allows keeping the current playground until a new playground is completed. A full reconstruction of a parking lot is more expensive.

Mielke notes the entire project cost is significantly higher.

Linehan agrees. Some pricing, such as the shelter, came in good. However, pricing for other items came in higher, and Kraus-Anderson has very accurate data for pricing, so there is only a 10 % margin on bids.

Wassenberg wonders about the sizing of one of the meeting rooms. He notes, if eliminating numerous items and cutting cost on finishes, all that is left is bathrooms and one meeting room and he feels the per sq. ft costs is very high.

Linehan explains what is driving the pricing for park buildings currently. He feels it's too high. Lowering value but the cost is not going down.

Mielke wonders about items in between a shelter and a building. She feels the outdoor amenities are the most important and something residents can walk up to

and utilize versus a building.

Meyer wonders if the community meeting places are important to the community. Could the City Hall Chambers be renovated?

Wassenberg and Mielke agree City Hall is not a functional place. Gustafson thinks of other ideas for Community Park and City Hall. But with Parks and Rec programs there needs to be covered ADA spaces and third spaces for gathering, if that is important to residents. He agrees park buildings in current times are expensive.

Linehan comments staff is working with architects on what kind of other modifications could be done to a new building. He notes the City could utilize \$3.5 million as budgeted and it would not significantly impact the tax levy. He acknowledges not draining funds too low. One account has been added funds for the park project like a savings account. He explains all the fund balances the City has. He feels there could be modifications done to the project to allow for amenities and a park building and it still would be affordable for the city.

Wassenberg notes having outdoor amenities, permanent bathrooms, and water fountains are beneficial.

Mielke wonders about a fund that could be used for road infrastructure improvements and that cannot be used for the park project.

Linehan answers yes, the infrastructure fund remains untouched. He notes other funds could be used for certain improvements, such as the storm drainage funds.

Wassenberg notes there are scenarios that this project could be completed as is through bonding.

Mielke would not feel comfortable spending this amount of money without a vote from the residents.

Gustafson comments that having a park with amenities that residents enjoy needs to be paid for. He also notes residents currently utilizing neighboring cities for a number of amenities and programming and it could remain this way.

Mielke believes the challenge is the location of Community Park as it is in the least dense area of the city.

Linehan notes it could become very dense in 50 years.

Gustafson explains the city is divided by major roadways, Snelling and Larpenteur.

Mielke does not feel this park building will bring the city together.

Meyer wants to add amenities that residents are asking for.

Linehan explains a building was a top requested item on the survey that was conducted earlier by the Parks and Rec Commission.

Meyer wonders about other venues that could be more utilized by the community.

Linehan explains there are a number of considerations. To build in 2024, the Council would have to release bids in a couple of weeks. Releasing bids does not cost anything, but the margin in bids is only 10% because Kraus-Anderson does such accurate estimating.

Meyer is not comfortable with the budget and continuing.

Linehan explains the City has contracted for \$325,000 in planning, and that he will check on what funds remain available.

Wassenberg explains it was brought to the commission and they were sad with the cost estimates. But it could have been approached differently if the costs were known to be this high.

Linehan agrees. He notes the models done by Kraus Anderson are more accurate than the initial estimates. He assumes pricing will go down, certain materials costs keep going down. Timing is a consideration and we can hold off with building and continue to save.

Mielke notes there should be a playground and shelter to provide shade.

Meyer wonders about park programming, what kind of demands there are in the colder months, and what the community would miss out on if there is no building.

Linehan explains there could be more offerings than there are currently. It's hard to provide specifics, as the building has been inoperable for a long time. There are enough vendors who are interested in providing programming. City Hall is difficult to rent out due to council and commission meetings and private gatherings are not taking place at City Hall due to security issues.

Mielke talks about renting out community space at Falcon Town Square. But parking is an issue and high rent.

Linehan wonders about exploring an option to renovate the current building. It would not buy the lifespan of a new building but could expand its lifetime and provide space. Major renovations would require bringing it up to the current code.

The council would like to get a realistic quote on renovating the current building and hold off on bidding.

Linehan notes materials used for the current building were cheap and no maintenance was done so it is currently unusable due to negligence.

Gustafson suggests doing the site work and demolishing the building.

Wassenberg feels we should be able to explain the reasoning behind moving away from a new building to renovating the current.

Linehan explains the current building has a strange layout. Previous estimates for a new building were almost similar to constructing a new building.

Wassenberg feels renovating the current building at a lower cost than building a newer one, would allow a budget for all the outdoor amenities as well.

Meyer agrees that would leave money to add a water fountain and bathrooms at Curtiss Field.

Wassenberg wonders if Kraus-Anderson would still be employed for construction management.

Linehan answers, yes, there is still a lot of managing to be done especially with the amenities.

Council wonders about an updated line item budget as other items will fall off without a new building

4. St. Anthony Village Policing Contract Discussions Update

Linehan explains he has been working with St. Anthony Village City Manager Charlie Yunker on contract language. Falcon Heights, St. Anthony Village, and Lauderdale want to do more bonding between the three councils. There are also discussions about including a manager and a chief review board where they meet monthly to do reviews and improve communications. St. Anthony Village has a special election for an open Council seat.

Wassenberg wonders about contract language.

Linehan explains both cities are working on contract language. They are working with the League of Minnesota Cities (LMC) on liability language. As LMC provides insurance for many cities in the state, they don't want the whole pool of cities at a higher risk.

Mielke explains more about the SWOT analysis conducted by St. Anthony Village. Chief Spies got authorization to start recruiting.

Linehan adds they will be evaluating staffing halfway through next year. He feels optimistic a contract can be approved during the summer of this year.

Meyer wonders if St. Paul is aware of the timeline.

Linehan explains not yet, but they will need to make a decision faster than last time. Otherwise, the city will need to pivot back to the Sheriff's Office.

Gustafson notes St. Paul is aware of what the city needs due to all the work and discussions that were done previously. They feel they can provide better community-based policing than Ramsey County. The current chief seems more confident as he is building more experience.

Linehan states he has reached out to St. Paul to discuss potential service in 2025 as a stopgap between the end of the RCSO contract in 2024 and the start of the St. Anthony contract.

Gustafson explains it would benefit St. Paul residents as well to have more officers in the area.

Mielke wonders if she could be a Council Liaison to the State Fair Task Force.

Gustafson wonders if they need guidance on top of the staff liaison they currently have. The Task Force has not been set up as a commission.

Wassenberg notes City Staff can get the State Fair Task Force's opinion.

Linehan agrees and he will add it to their next scheduled meeting.

D. ADJOURNMENT: 9:08 PM

DISCLAIMER: City Council Workshops are held monthly as an opportunity for Council Members to discuss policy topics in greater detail prior to a formal meeting where a public hearing may be held and/or action may be taken. Members of the public that would like to make a comment or ask questions about an item on the agenda for an upcoming workshop should send them to mail@falconheights.org prior to the meeting. Alternatively, time is regularly allotted for public comment during Regular City Council Meetings (typically 2nd and 4th Wednesdays) during the Community Forum.



Randall C. Gustafson, Mayor

Dated this 26th day of June, 2024



Jack Linehan, City Administrator

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CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

MINUTES
June 12, 2024 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: GUSTAFSON_X__ LEEHY_X__ MEYER X__

WASSENBERG __X__ MIELKE __X__

STAFF PRESENT: LINEHAN_X__

- C. APPROVAL OF AGENDA

Councilmember Wassenberg motions to approve the agenda;
Approved 5-0

- D. PRESENTATION
1. Tubman Legal Services

Jennifer Dickinson, Director of Legal Services at Tubman, provides an overview of services provided to Falcon Heights. Tubman Legal Services is a not-for-profit organization that serves Hennepin, Ramsey, and Washington counties, offering pro-bono legal services for those experiencing trauma – particularly victims of relationship violence, sexual assault, and more. They have three advocacy services programs that include civil and criminal advocacy in each county. They also offer attorney services for cases such as orders of protection and family law. Due to high demand, and low funding, they offer short free clinics.

Mayor Gustafson is appreciative of the services provided with limited funding. Councilmember Meyer wonders how residents can learn about Tubman's services.

Dickinson notes they have an intervention line that all law enforcement agencies in their working area can call in certain incidents. They also proactively check the court calendars. Lastly, there is a regular resource line.

Dickinson explains the financial support provided by Falcon Heights goes towards their legal advocacy program. This includes the following:

- Assist clients in Hennepin, Washington, and suburban Ramsey County
- Are a non-judgmental, confidential, person-centered resource
- Act as a bridge between the victim/survivors and the court systems
- Answer questions and provide support throughout court processes
- Are NOT attorneys and do not provide legal advice

She notes funding for legal advocacy programs has become stagnant, while costs have been rising, leading to reductions in the program. Other legal advocacy programs include:

- Safe at Home Address Confidentiality Program
- Lease Breaking Assistance

Dickinson provides a review of 2023 in Falcon Heights:

- Criminal/Civil Advocacy
 - 7 criminal cases followed
 - 2 orders of protection granted
 - 10 clients received information and support for the order of protection process
- Safety Plans
 - 7 safety plans developed with an advocate
 - Other services included shelter, attorney services, lease breaking, and freedom fund
- Total numbers:
 - 15 unique advocacy clients
 - 69 total legal advocacy services provided
 - Average of 5 services per client

Mayor Gustafson wonders if these numbers align with other similar cities. Dickinson notes they are similar in numbers to other cities of similar size. Some challenges Tubman faces is lengthy court process, multiple and complex needs of the client, and not having the ability to follow a case from start to finish. Dickinson provides a story of a client in Falcon Heights (real names are left out). Lastly, there are additional Tubman programs related to Shelter/Housing Services, Clinical Services, and Youth and Young Adult Programs.

If you or someone you know is experiencing Domestic Violence, please encourage them to reach out for help: Tubman www.tubman.org, 612-825-0000.

Councilmember Leehy provides gratitude to Tubman and their team for all the services they provide.

E. APPROVAL OF MINUTES:

1. April 27, 2024 City Council Retreat Minutes
2. May 8, 2024 City Council Special Workshop Meeting Minutes
3. May 22, 2024 City Council Regular Meeting Minutes

Councilmember Leehy motions to approve the minutes;
Approved 5-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through 6/5/24: \$115,016.35
 - a. Payroll through 5/31/24: \$25,967.86
 - b. Wire Payments through 5/31/24: \$16,217.11
2. Restoration of Falcon Heights Monument and Gazebo
3. Accept Grant Funds from the University of Minnesota Good Neighbor Fund
4. Accept Donation of a Little Free Library from Viking Materials
5. Senior Maintenance Worker Dean Pope – Six-Month Step Adjustment
6. Community Development Coordinator Hannah Lynch – 18-Month Step Adjustment

7. Pay Request #2 – Larpenteur Streetlighting Project – Forest Lake Contracting
8. Appointment of Tom Prather to the State Fair Task Force

Councilmember Meyer motions to approve the consent agenda;
Approved 5-0

H. POLICY ITEMS:

I. INFORMATION/ANNOUNCEMENTS:

J. 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.

K. ADJOURNMENT: 8:09 PM

Councilmember Mielke motions to adjourn;
Approved 5-0



Randall C. Gustafson, Mayor

Dated this 26th day of June, 2024



Jack Linehan, City Administrator

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PACKET: 03122 JUNE 10TH PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-01044	BRADLEY WERNER LLC					

I-23709		LEGAL:VERIZON CELL ROW PERMIT	1,696.25			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024		1099: N		
		LEGAL:VERIZON CELL ROW PERMIT		208 4208-81900-000	OTHER PROFESSIONAL SERVI	1,696.25
=== VENDOR TOTALS ===			1,696.25			

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01-03110	CENTURY LINK					
I-202406108850		LIFT STATION AUTO DIALER	74.69			
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		LIFT STATION AUTO DIALER		601 4601-85011-000	TELEPHONE - LANDLINE	74.69
=== VENDOR TOTALS ===			74.69			

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01-03123	CINTAS CORPORATION					
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		FLOOR MATTS SVC MAY 23		101 4131-87010-000	CITY HALL MAINTENANCE	82.28
I-194972846		FLOOR MATTS SVC JUNE 6	82.28			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024		1099: N		
		FLOOR MATTS SVC JUNE 6		101 4131-87010-000	CITY HALL MAINTENANCE	82.28
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01-05171	FRA DOR INC					
I-2405173		BLACK DIRT	30.38			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024		1099: N		
		BLACK DIRT		419 4419-92005-000	SIDEWALK IMPROVEMENTS	30.38
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01-05372	GENERATOR SPECIALTY COMPANY, I					
I-27090		STARTER REPAIRS FOR DUMP TRK	264.50			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024		1099: N		
		STARTER REPAIRS FOR DUMP TRK		101 4132-87000-000	REPAIR EQUIPMENT	264.50
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PACKET: 03122 JUNE 10TH PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

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I-4050390		LOCATES		114.75			
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		LOCATES			601 4601-88030-000	LOCATES	114.75
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01-05134		HEJNY RENTAL, INC.					
I-377523		BOOMLIFT RENTAL REPAIRS		300.00			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024			1099: N		
		BOOMLIFT RENTAL REPAIRS			419 4419-92056-000	LARPENTEUR MEDIAN 2020	300.00
		=== VENDOR TOTALS ===		300.00			
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01-05450		LEAGUE MN CITIES INS TRST					
I-503739		WORKERS COMP CLAIM DEAN		1,463.12			
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		WORKERS COMP CLAIM DEAN			101 4192-89000-000	MISCELLANEOUS	1,463.12
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01-05509		LEAGUE OF MN CITIES					
I-405711		LMC ANNUAL CONF - JACK		275.00			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024			1099: N		
		LMC ANNUAL CONF - JACK			101 4112-86100-000	CONFERENCES/EDUCATION/AS	275.00
		=== VENDOR TOTALS ===		275.00			
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01-05884		LYNCH, HANNAH					
I-202406108851		MILEAGE REIMB		38.19			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024			1099: N		
		MILEAGE REIMB			101 4117-86010-000	MILEAGE	38.19
		=== VENDOR TOTALS ===		38.19			
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01-05908		METRO-INET					
I-1989		DELL LATITUDE 5540 - FHM2401		980.30			
6/10/2024	APBNK	DUE: 6/10/2024 DISC: 6/10/2024			1099: N		
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		=== VENDOR TOTALS ===		980.30			
		=== PACKET TOTALS ===		5,401.74			

PACKET: 03124 JUNE 11 P[AYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
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01-05886	KELLY & LEMMONS P.A.					
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		MAY PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			
=====						
01-05908	METRO-INET					
I-1967		JUNE IT	4,132.00			
6/11/2024	APBNK	DUE: 6/11/2024 DISC: 6/11/2024		1099: N		
		JUNE IT		101 4116-85070-000	TECHNICAL SUPPORT	4,132.00
=== VENDOR TOTALS ===			4,132.00			
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01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-404815		JULY HEALTH INS PAYMENT	12,205.35			
6/11/2024	APBNK	DUE: 6/11/2024 DISC: 6/11/2024		1099: N		
		JULY HEALTH INS PAYMENT		101 4112-99000-000	MISCELLANEOUS	12,205.35
=== VENDOR TOTALS ===			12,205.35			
=====						
01-06185	RAMSEY COUNTY					
I-P[RRRVG -002735		2024 ANNUAL VOTING SYTEM PYMT	2,946.00			
6/11/2024	APBNK	DUE: 6/11/2024 DISC: 6/11/2024		1099: N		
		2024 ANNUAL VOTING SYTEM PYMT		101 4115-80350-000	ACCUVOTE VOTING SERVICE	2,946.00
=== VENDOR TOTALS ===			2,946.00			
=====						
01-06184	RAMSEY COUNTY - POLICE AND 911					
I-EMCOM-011720		CAD SVCS MAY	379.58			
6/11/2024	APBNK	DUE: 6/11/2024 DISC: 6/11/2024		1099: N		
		CAD SVCS MAY		101 4122-81200-000	911 DISPATCH FEES	379.58
I-EMCOM-011736		911 DISPATCH SVCS MAY	2,468.67			
6/11/2024	APBNK	DUE: 6/11/2024 DISC: 6/11/2024		1099: N		
		911 DISPATCH SVCS MAY		101 4122-81200-000	911 DISPATCH FEES	2,468.67
I-SHRFL-002243		POLICY SVCS JUNE	149,191.40			
6/11/2024	APBNK	DUE: 6/11/2024 DISC: 6/11/2024		1099: N		
		POLICY SVCS JUNE		101 4122-81000-000	POLICE SERVICES	149,191.40
=== VENDOR TOTALS ===			152,039.65			

6/11/2024 12:32 PM

A/P Regular Open Item Register

PACKET: 03124 JUNE 11 P[AYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-05870	XCEL ENERGY					
I-202406118852		GAS AND ELECTRIC	2,491.53			
6/11/2024	APBNK	DUE: 6/11/2024 DISC: 6/11/2024		1099: N		
		GAS		101 4131-85030-000	NATURAL GAS	87.19
		ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	0.19
		ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	2,325.10
		ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	11.68
		GAS		209 4209-85020-000	STREET LIGHTING POWER	29.63
		GAS		209 4209-85020-000	STREET LIGHTING POWER	37.74
		=== VENDOR TOTALS ===	2,491.53			
		=== PACKET TOTALS ===	176,314.53			

ACCOUNT: 03127 June 17 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
001	CAMPBELL, KNOTSON					
I-319		General Legal Matters	954.40			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: Y		
		May General Legal Matters		101 4114-80200-000	LEGAL FEES	747.60
		May Molnau Legal Matters		426 4426-81900-000	PROFESSIONAL/ATTORNEY SV	106.80
		=== VENDOR TOTALS ===	954.40			
01-03089	CASH					
T-202406178854		Certified Postage	5.08			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Certified Postage		419 4419-92500-000	LARPENTEUR STREET LIGHTS	5.08
		=== VENDOR TOTALS ===	5.08			
01-04000	EHLERS AND ASSOCIATES					
I-97838		Annual Cont Disclosure Report	850.00			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		2024 Cont Disclosure Reporting		316 4316-94900-000	BOND FEES	850.00
		=== VENDOR TOTALS ===	850.00			
01-05235	JAN-PRO CLEANING SYSTEMS					
T-127531		Janitorial Service June	550.00			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Janitorial Service June		101 4131-87010-000	CITY HALL MAINTENANCE	550.00
		=== VENDOR TOTALS ===	550.00			
056	LINEHAN, JACK					
T-202406178855		Telephone Reimbursement June	60.00			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Telephone Reimbursement June		601 4601-85015-000	CELL PHONE	60.00
		=== VENDOR TOTALS ===	60.00			
01-05493	MCMA					
T-202406178856		Linehan - Membership	165.00			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Linehan - Membership		101 4112-86100-000	CONFERENCES/EDUCATION/AS	165.00
		=== VENDOR TOTALS ===	165.00			

6/17/2024 11:54 AM
 PACKET: 03127 June 17 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 2

-----ID-----			GROSS	P.O. #		DISTRIBUTION
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	
002	NINENORTH					
I-2024-078		May Municipal Meetings	775.84			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		May Municipal Meetings		101 4116-85050-000	CABLE TV	775.84
		=== VENDOR TOTALS ===	775.84			
01-06030	OLSON,ROLAND					
I-202406178857		Flex Payment	242.88			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY	201.59
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY	36.43
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY	4.86
		=== VENDOR TOTALS ===	242.88			
01-06024	ON SITE SANITATION					
I-1726359		Portable Toilets	165.00			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Portable Toilets		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
I-1726360		Portable Toilets	165.00			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Portable Toilets		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
		--- VENDOR TOTALS ---	330.00			
01-06053	OREILLY AUTO PARTS					
I-3243-428348		Shop Supplies	159.99			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Shop Supplies		101 4131-70110-000	SUPPLIES	169.99
I-3243-428353		Battery	32.08			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Battery		101 4132-70120-000	SUPPLIES	32.08
I-3243-428975		Battery - F-350	143.98			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Battery - F-350		101 4132-70120-000	SUPPLIES	143.98
I-3243-429612		Spark Plug	3.23			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Spark Plug		101 4141-70100-000	SUPPLIES	3.23
		=== VENDOR TOTALS ===	349.28			

PACKET: 03:27 June 17 Payables
 VENDOR SLT: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870		TENNIS SANITATION LLC				
I-3941619		Recycling-SFD&MFD FH May	9,447.75			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Recycling-SFD&MFD FH May		206 4206-82C30-000	RECYCLING CONTRACTS	9,447.75
I-3941619		Recycling-Ramsey Cty SWMT&CEC	66.50			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Recycling-Ramsey Cty SWMT&CEC		101 4131-87C10-000	CITY HALL MAINTENANCE	66.50
=== VENDOR TOTALS ===			9,514.25			
01-05870		XCEL ENERGY				
I-202406178858		Elect	181.78			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Elect		209 4209-85020-000	STREET LIGHTING POWER	67.84
		Elect		209 4209-85020-000	STREET LIGHTING POWER	57.95
		Elect		209 4209-85020-000	STREET LIGHTING POWER	37.90
		Elect		209 4209-85020-000	STREET LIGHTING POWER	11.68
		Elect		209 4209-85020-000	STREET LIGHTING POWER	6.41
=== VENDOR TOTALS ===			181.78			
01-07205		ZEP SALES & SERVICE				
T-9099907819		Hand Soap for City Hall	272.55			
6/17/2024	APBNK	DUE: 6/17/2024 DISC: 6/17/2024		1099: N		
		Hand Soap for City Hall		101 4131-70110 000	SUPPLIES	272.55
=== VENDOR TOTALS ===			272.55			
=== PACKET TOTALS ===			14,151.06			

PACKET: 03129 JUNE 20TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00900		BEISSWENGER'S				
I-878210		DISCHARGE CHUTE FOR MOWER	69.99			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		DISCHARGE CHUTE FOR MOWER		101 4132-87000-000	REPAIR EQUIPMENT	69.99
		=== VENDOR TOTALS ===	69.99			
=====						
01-03103		CANON FINANCIAL SERVICES				
I-33147882		COPIER CHRGS JUNE	163.59			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		COPIER CHRGS JUNE		101 4131-87010-000	CITY HALL MAINTENANCE	163.59
		=== VENDOR TOTALS ===	163.59			
=====						
01-03110		CENTURY LINK				
I-202406208859		LANDLINE SVC JUNE	64.05			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		LANDLINE SVC JUNE		101 4141-85011-000	TELEPHONE - LANDLINE	64.05
		=== VENDOR TOTALS ===	64.05			
=====						
01-01012		COREMARK METALS				
I-5512091		STEEL TUBES	138.89			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		STEEL TUBES		101 4132-70120-000	SUPPLIES	138.89
		=== VENDOR TOTALS ===	138.89			
=====						
01-05166		GRAINGER, W. W., INC.				
I-9143081942		FIRE HOSE ADAPTER	23.37			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		FIRE HOSE ADAPTER		419 4419-92008-000	CITY MONUMENT SIGNS	23.37
		=== VENDOR TOTALS ===	23.37			
=====						
01-05058		JOSH JORDAN				
I-202406208860		TAE KWON DO INSTRUCTOR	691.20			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: Y		
		TAE KWON DO INSTRUCTOR		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	691.20
		=== VENDOR TOTALS ===	691.20			

PACKET: 03129 JUNE 20TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05843 MN NCPERS LIFE INSURANCE						
I-458800072024		2024 LIFE INS JULY	64.00			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		2024 LIFE INS JULY		101 21709-000	OTHER PAYABLE	39.52
		2024 LIFE INS JULY		204 21709-000	OTHER PAYABLE	1.60
		2024 LIFE INS JULY		601 21709-000	OTHER PAYABLE	16.16
		2024 LIFE INS JULY		602 21709-000	OTHER PAYABLE	6.72
		=== VENDOR TOTALS ===	64.00			

01-06301 SAMS CLUB MC/SYNCB						
I-202406208861		MONITOR/TREES/ANGLE IRON/SUPP	2,027.80			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		COMPUTER MONTOR		401 4401-90100-000	FURNITURE & EQUIPMENT	149.99
		SIGN HOLDER/PUSH PINS/ TABLECL		101 4112-70100-000	SUPPLIES	65.70
		COFFIE/ICE CUBES SPRING TOGETH		101 4116-89010-000	SPECIAL EVENTS	18.47
		PRIZE WHEEL		101 4116-89010-000	SPECIAL EVENTS	49.99
		WATER AND CUPS FOR SPRING TOGH		101 4116-89010-000	SPECIAL EVENTS	159.22
		CHAT CPT		101 4116-70100-000	SUPPLIES	20.00
		SAFE ASSURE TNG EXPS		601 4601-70100-000	SUPPLIES	47.62
		2 TREES FOR BLVD		101 4134-84030-000	TREE PLANTING	374.00
		ANGLE IRON FOR MONUMENT SIGN		419 4419-92008-000	CITY MONUMENT SIGNS	1,142.81
		=== VENDOR TOTALS ===	2,027.80			

01-05925 SECURIAN LIFE INSURANCE COMPAN						
I-29995551-00		JULY LIFE INSURANCE	313.24			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024		1099: N		
		JULY LIFE INSURANCE		101 4112-89000-000	MISCELLANEOUS	313.24
		=== VENDOR TOTALS ===	313.24			
		=== PACKET TOTALS ===	3,556.13			

6/20/2024 3:52 PM

A/P Regular Open Item Register

PAGE: 1

PACKET: 03131 JUNE 20TH 2ND PAYABLE

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST-DATE	BANK CODE	DESCRIPTION	DISCOUNT	GROSS	P.O. #	ACCOUNT NAME	DISTRIBUTION
-----ID-----							
-----ACCOUNT NAME-----							
=====							
01-05032		FOREST LAKE CONTRACTING INC					
I-202406208862		PAY EST # 2 LARP/SNELLING LIG		197,333.74			
6/20/2024	APBNK	DUE: 6/20/2024 DISC: 6/20/2024			1099: N		
		PAY EST # 2 LARP/SNELLING LIGH			419 4419-92500-000	LARPENTEUR STREET LIGHTS	197,333.74
		=== VENDOR TOTALS ===		197,333.74			
		=== PACKET TOTALS ===		197,333.74			

*** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 6/15/2024
DIRECT DEPOSIT EFFECTIVE DATE 6/12/2024

#	NAME	AMOUNT
1006	JACK LINEHAN	3,057.73
-1027	KELLY A NELSON	2,817.57
-1029	ELKE VAN DER WERFF	1,779.05
-1043	WILLIAM D FARLEY	825.98
-1136	ROLAND O OLSON	3,282.06
-1162	ALYSSA LANDBERG	1,299.92
-1028	HANNAH B LYNCH	2,944.55
-1167	DAVID S SIMONS	1,716.13
-1168	DEAN T POPE	1,725.88
-1033	DAVE TRETSVEN	2,065.72
-1143	COLIN B CALLAHAN	2,939.16

TOTAL PRINTED: 11 24,453.75

6-12-2024 6:24 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 6/12/2024

EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
184 NEIS, ADRIAN J	R	6/12/2024	587.91	093224

-12-2024 6:24 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 6/12/2024

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	587.91
DIRECT DEPOSIT REGULAR CHECKS:	11	24,453.75
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	12	25,041.66

*** NO ERRORS FOUND ***

END OF REPORT **

WIRE PAYMENTS

June 15 payroll

Fed With	8,998.03
St With	1,576.68
Pera	5,136.63
ICMA	200.00
	<hr/>
	15,911.34

Meeting Date	June 26, 2024
Agenda Item	Consent G2
Attachment	Cooperative Maintenance Agreement, Exhibits, Resolution
Submitted By	Jack Linehan, City Administrator

Item	Capitol Region Watershed District Cooperative Maintenance Agreement With City of Falcon Heights for Maintenance of Rain Gardens
Description	<p>Capitol Region Watershed District provides a cooperative maintenance agreement with municipalities within the watershed to assist with maintenance of the rain gardens. This includes weeding, replacing plantings and general maintenance of the rain garden.</p> <p>The cost to the City of Falcon Heights is \$592.20 per year. Staff has reviewed and it is a very reasonable cost for the services offered. As this is an intergovernmental cooperative agreement, it requires City Council's authorization.</p>
Budget Impact	
Attachment(s)	<ul style="list-style-type: none"> • Cooperative Maintenance Agreement • Exhibit A: Bid form for Falcon Heights • Exhibit B: Cost for Falcon Heights • Resolution 24-38
Action(s) Requested	Motion to approve attached resolution and authorize Mayor and City Administrator to sign all necessary documents.

6. CRWD will manage RFQ distribution, contractor selection, contractor oversight, and general Project administration on behalf of the City.

AGREEMENTS

1. Responsibility for Planning and Consultant Services
 - 1.1. CRWD is responsible for the preparation of all plans, specifications, proposals, scopes of work, 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 request quotes from contractors in accordance with state law and watershed district rules.
 - 2.2. CRWD will award a contract and make payments to the contractor for all actual costs related to the Project.
3. Responsibility for Maintenance Contractor oversight.
 - 3.1. CRWD shall perform or contract the performance of managing and overseeing the contractor for all elements of the Project.
 - 3.2. CRWD will obtain authorization from the City prior to the contractor completing items outside of the Scope of Work in Exhibit C, or listed as supplemental in Exhibit A.
4. Project Costs
 - 4.1. Project costs shall be distributed to the City as identified below.
 - 4.1.1. For rain gardens that were partially funded through CRWD grants, CRWD will contribute 50% of the total actual costs for maintenance per year per eligible rain garden, as identified in Exhibit B.

4.1.2. Costs in excess of the annual cost per basin in Exhibit B that are authorized under part 3.2 will be paid by the City, subject to the cost share contribution in part 4.1.1

4.2. Planning Costs

4.2.1. CRWD shall be responsible for all staff and consultant costs related to design, scoping, bidding, and contractor procurement for the Project.

4.3. Maintenance Contractor Oversight Costs

4.3.1. CRWD shall be responsible for all staff and consultant costs related to managing and overseeing the contractor for all elements of the Project.

5. Payment Schedule

5.1. CRWD will invoice the City for their portion of maintenance costs annually after maintenance has been completed for the growing season, prior to December 31st of each year.

5.2. Full payments will be due within 35 days of receipt of an invoice.

6. Time

6.1. The Project will start upon execution of a contract between CRWD and the successful bidder, and run for two growing seasons, ending December 31st, 2025.

6.2. CRWD will have an option to extend the time of contract with the successful Bidder an additional year if mutually agreed upon, to end December 31st, 2026,

6.3. If the successful bidder's contract is extended, the City and CRWD may also extend the time of this agreement to December 31st, 2026.

7. Easement and Access Rights

7.1. The City will allow CRWD and its contractors access to the sites included in the Project.

7.2. The City will issue all necessary permits and provide all necessary approvals to complete the Project at no cost to CRWD.

8. Ownership

8.1. The City shall retain ownership of all the rain gardens and associated infrastructure included in the Project.

9. Liability. Each party shall be responsible for the acts and omissions of its own officers, officials, employees, and agents and no party shall be considered another's agent in carrying out the obligations of this agreement. Nothing in this Agreement shall constitute a waiver by the parties 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 expiration or 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, Falcon Heights, City of St. Paul Public Works, City of St. Paul Parks and Recreation, Ramsey County, and Roseville Area Schools, 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. Execution. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.
- 10.6 Applicable Law. This agreement shall be construed, interpreted, and enforced according to the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties agree that any proceeding arising from this agreement shall be brought in the courts of Ramsey County, Minnesota.
- 10.7 Non-Discrimination. The parties each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin. In addition, the parties each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin.

[Signature pages to follow]

CAPITOL REGION WATERSHED DISTRICT

Joseph Collins, Board President

Date: _____

Anna Eleria, Administrator

Approved as to form:

CRWD Attorney / Assistant County Attorney

CITY OF FALCON HEIGHTS



Randy Gustafson, Mayor

Date: June 26, 2024



Jack Linehan, City Administrator

Approved as to form:

Campbell Knutson, City Attorney



Capitol Region Watershed District
595 Aldine Street
Saint Paul, MN 55104
(651) 644-8888 • capitolregionwd.org

EXHIBIT A

REQUEST FOR QUOTES
Facility Management Program - 2024 Rain Garden Maintenance
Capitol Region Watershed District

TO: Peter Lechnir, Stantec
FROM: Forrest J. Kelley, PE (MN), Facility Management Division Manager
DATE: April 18th, 2024
SUBJECT: 2024 CRWD Maintenance Services Scope of Services – Rain Gardens

REQUEST FOR PROPOSALS: CRWD seeks quotations for rain garden maintenance from May 2024 to November 2024 (with option for extension) as part of CRWD's new Facility Management Program. The 37 rain gardens included in this program are part of a pooled maintenance effort managed by CRWD. The rain gardens are owned by different local government units (LGUs). All signed Bidder Quote Forms must be received no later than 11:30 am Thursday, May 9th, 2024, via email:

Capitol Region Watershed District
C/O Forrest J. Kelley, PE (MN)
Facility Management Division Manager
595 Aldine Street | Saint Paul, MN 55104
email: fkelly@capitolregionwd.org

Capitol Region Watershed District will host a virtual pre-quote meeting to answer questions on Thursday, May 2nd at 1:00 pm. The Teams meeting link can be found [here](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGM3OWJiMDctZWQxZS00MTc3LWFmZDUtZDZhZWRkOGFhYWRI%40thread.v2/0?context=%7b%22Tid%22%3a%22dd18d04a-514b-42c9-8b98-b2d8d66d178e%22%2c%22Oid%22%3a%22f8f291a0-3de5-47b4-98d5-13d35ef37b48%22%7d):
https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGM3OWJiMDctZWQxZS00MTc3LWFmZDUtZDZhZWRkOGFhYWRI%40thread.v2/0?context=%7b%22Tid%22%3a%22dd18d04a-514b-42c9-8b98-b2d8d66d178e%22%2c%22Oid%22%3a%22f8f291a0-3de5-47b4-98d5-13d35ef37b48%22%7d.

Written questions should be sent by end of day May 2nd and responses will be sent to contractors on May 3rd.

Please direct all questions to Forrest J. Kelley, PE (MN), at fkelly@capitolregionwd.org. On-site walk-through appointments are available upon request.

SCOPE OF WORK: The Work is associated with a routine maintenance program for selected rain gardens located within LGU properties that fall within CRWD's boundaries. The Work covers 37 rain gardens varying from 200 square feet to 68,000 square feet in size owned by St. Paul Public Works, St. Paul Parks and Recreation, St. Paul Public Schools, Ramsey County, City of Roseville, City of Falcon Heights, or Roseville Area Schools.

The Work more specifically consists of furnishing relevant expertise as well as all labor, materials, equipment, and skills to perform all operations required to complete the requested maintenance work, which includes but is not limited to:

- Mobilization and demobilization of labor, equipment, and materials, as needed;
- Erosion and sediment control;
- Development of workplan;
- Spring Clean-up (one time per site) to include
 - Herbicide furnishment and application on select sites;
 - Removal and disposal of accumulated sediment from inlets and small sumps;
 - Trash removal and disposal;
 - Removal and disposal of accumulated vegetation material;
 - Weeding (hand pulling);
 - Cut and stump-treat unwanted woody plants;
 - Plant installation;
 - Shredded hardwood mulch replenishment;
- Routine bi-monthly maintenance (2 visits) to include
 - Maintenance of existing and new plantings;
 - Trash removal and disposal;
 - Weeding (hand pulling);
 - Minor sedimental removal;
- Supplemental tasks as noted or requested to include
 - Supplemental trash removal and disposal;
 - Minor erosion repairs;
 - Turf Restoration;
- Regular communication and reporting of upcoming work, completed operations and estimation of quantities; and
- Complete site restoration of all disturbed areas.

The specific work to be completed will vary based on the LGU and site, see attached Plans.

Peter Lechnir, Stantec

April 18, 2024

Page 3

The contractor will also conduct inspection and maintenance reporting, including completion of a short electronic inspection form and submittal of photos using CRWD's mobile application (see attached example). CRWD staff will conduct site visits to verify work. The anticipated maintenance period will be May-September, with site visits scheduled roughly every two months after the Spring clean-up (two maintenance visits per site).

OWNER'S RIGHTS RESERVED: The Capitol Region Watershed District reserves the right to reject any and all bids, to waive irregularities and informalities therein and the right to award the contract in the best interests of CRWD.

**Facility Management Maintenance Program
2024 Rain Garden Maintenance
Capitol Region Watershed District**

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Site Summary Table

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (E) (sf)	Number of Inlets	Woody Vegetation Removal (sf)	Area of vegetation cutback (sf)	Estimated number of new plugs needed (each)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-024FM	FH_LAR_1	City of Falcon Heights	2077 Larpenteur W	1184	2	0	0	0	B1		E2-E8	
Total				1,184	2	0	0	0				
23-031FM	RAM_MW_1	Ramsey County	Maryland-Westminster	12,015	1	0	0	0	B2		E9-E12	
Total				12,015	1	0	0	0				
23-026FM	RAS_HAR_1	Roseville Schools	Harambee Elementary	6,423	4				B3	D2-D8, D13-D18	E13-E17	
23-026FM	RAS_HAR_2	Roseville Schools	Harambee Elementary	1,040	2				B3	D2-D6, D9-10, D13-D18	E18-E20	
23-026FM	RAS_HAR_3	Roseville Schools	Harambee Elementary	1,613	1				B3	D2-D8, D11-12, D13-D18	E21-E23	
Total				9,076	7	0	0	0				
23-022FM	ROSE_Dell_01	City of Roseville	1911 Dellwood N	575	1				B7		E24-E27	
23-022FM	ROSE_Dell_03	City of Roseville	1911 Dellwood N	338	1				B7		E28-E32	
23-010FM	ROSE_Larp_01	City of Roseville	965 Larpenteur W	2,335	3			464	B4		E33-E38	
23-016FM	ROSE_Rose_01	City of Roseville	1030 Roselawn W	210	1				B5		E39-E43	
23-012FM	ROSE_Rose_02	City of Roseville	1056 Roselawn W	201	1				B5		E44-E48	
23-012FM	ROSE_Rose_03	City of Roseville	1124 Roselawn W	248	1				B6		E49-E54	
23-014FM	ROSE_Rose_04	City of Roseville	1215 Roselawn W	429	1				B6		E55-E57	
23-014FM	ROSE_Rose_05	City of Roseville	1215 Roselawn W	397	1				B6		E58-E61	
23-014FM	ROSE_Rose_06	City of Roseville	1215 Roselawn W	506	1				B6		E62-E64	
23-016FM	ROSE_Rose_07	City of Roseville	1233 Roselawn W	174	1				B7		E65-E69	
23-020FM	ROSE_Rose_08	City of Roseville	1236 Roselawn W	320	1				B7		E70-E76	
23-017FM	ROSE_Rose_09	City of Roseville	1285 Roselawn W	399	1				B7		E77-E79	
23-013FM	ROSE_Rose_11	City of Roseville	1289 Roselawn W	235	1				B7		E80-E83	
23-018FM	ROSE_Rose_12	City of Roseville	1307 Roselawn W	216	1				B7		E84-E87	
23-011FM	ROSE_Rose_13	City of Roseville	995 Roselawn W	321	1				B5		E88-E90	
Total				7,919	17	0	0	464				

Notes:

- (A) Herbicide treatment expected. See inspection report and specifications.
- (B) Provide supplemental bi-monthly trash pickup. See Specifications.
- (C) Woody vegetation removal and herbicide treatment expected. See inspection report and specifications.
- (D) Sites contain intentional bare areas with iron-enhanced filtration material for dissolved pollutant treatment.
- (E) BMP area estimated from aerial photos for general size approximation. Work area quoted shall include the entire BMP area including, but not limited to the basin bottom, side slopes, berms, and emergency overflows, regardless of the area shown here or in the plans.

Site Summary Table

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (E) (sf)	Number of Inlets	Woody Vegetation Removal (sf)	Area of vegetation cutback (sf)	Estimated number of new plugs needed (each)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-029FM	SPPR_COM_1	Saint Paul Parks and Recreation	Como Pool	3,727	2		3,727	894	B8		E91-E94	(A)
23-029FM	SPPR_COM_2	Saint Paul Parks and Recreation	Como Pool	4,120	4		412	986	B8		E95-E100	(A)
23-030FM	SPPR_CROS_1	Saint Paul Parks and Recreation	Crosby Farm main gate	3,492	2		3,492	838	B9		E101-E105	
23-028FM	SPPR_MID_1	Saint Paul Parks and Recreation	Midway Peace Park	6,839	1				B10		E106-E112	(A)
23-028FM	SPPR_MID_2	Saint Paul Parks and Recreation	Midway Peace Park	9,129	2				B10		E113-E122	(A)
23-027FM	SPPR_VIC_1	Saint Paul Parks and Recreation	Victoria Park	10,366	9	1,500	573	496	B11		E123-E129	(C)
Total				37,673	20	1,500	8,204	3,319				

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (E) (sf)	Number of Inlets	Woody Vegetation Removal (sf)	Area of vegetation cutback (sf)	Estimated number of new plugs needed (each)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-004FM	SPPS_CHE_1	Saint Paul Public Schools	Cheese Heights	1,800	3			43	B15		E130-E135	
23-003FM	SPPS_COMO_1	Saint Paul Public Schools	Como Park Senior Highschool	3,033	3		526	193	B12		E136-E139	
23-005FM	SPPS_EOS_1	Saint Paul Public Schools	EOS	14,726	5			120	B13		E140-E147	
23-002FM	SPPS_LEAP_1	Saint Paul Public Schools	LEAP Highschool	964	1			23	B14		E148-E151	
Total				20,510	8	0	526	378				

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (E) (sf)	Number of Inlets	Woody Vegetation Removal (sf)	Area of vegetation cutback (sf)	Estimated number of new plugs needed (each)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-032FM	SPPW_CWF_1	Saint Paul Public Works	CWF South	18,952	1				B19		E152-E156	(B) (D)
23-032FM	SPPW_CWF_2	Saint Paul Public Works	CWF North	13,156	1				B18		E157-E162	(B) (D)
23-032FM	SPPW_PARK_1	Saint Paul Public Works	Park A North	26,728	1				B17		E163-E168	(B) (D)
23-032FM	SPPW_PARK_2	Saint Paul Public Works	Park A South	13,192	1				B16		E169-E172	(B) (D)
23-032FM	SPPW_PARK_3	Saint Paul Public Works	Park C	67,753	3				B20		E173-E176	(B) (D)
23-007FM	SPPW_PAYN_1	Saint Paul Public Works	Payne	2,049	1		2,049	492	B21		E177-E179	
23-006FM	SPPW_VIC_1	Saint Paul Public Works	Victoria	12,180	1	5,204	1,104		B22		E180-E186	(C)
Total				154,010	9	5,204	3,153	492				
Original Quote Total				242,387	64	6,704	11,977	4,653				
Agreement Total				213,958	39	6,704	11,357	492				

Notes:

- (A) Herbicide treatment expected. See inspection report and specifications.
- (B) Provide supplemental bi-monthly trash pickup. See Specifications.
- (C) Woody vegetation removal and herbicide treatment expected. See inspection report and specifications.
- (D) Sites contain intentional bare areas with iron-enhanced filtration material for dissolved pollutant treatment.
- (E) BMP area estimated from aerial photos for general size approximation. Work area quoted shall include the entire BMP area including, but not limited to the basin bottom, side slopes, berms, and emergency overflows, regardless of the area shown here or in the plans.

Facility Management Program - 2024 Rain Garden Maintenance SPECIFICATIONS

S-1 CONTRACT DESCRIPTION

- S-1.1 The overall scope of the Work includes, but is not necessarily limited to, furnishing all labor, tools, equipment, and materials necessary to complete:
- A Erosion and sediment control;
 - B Development of workplan;
 - C Spring Clean-up (one time per site) to include
 - C.1 Herbicide furnishment and application on select sites;
 - C.2 Removal and disposal of accumulated sediment from inlets and small sumps;
 - C.3 Trash removal and disposal;
 - C.4 Removal and disposal of accumulated vegetation material;
 - C.5 Weeding (hand pulling);
 - C.6 Cut and stump-treat unwanted woody plants;
 - C.7 Plant installation;
 - C.8 Shredded hardwood mulch replenishment;
 - D Routine bi-monthly maintenance (2 visits) to include
 - D.1 Maintenance of existing and new plantings;
 - D.2 Trash removal and disposal;
 - D.3 Weeding (hand pulling);
 - D.4 Minor sedimental removal;
 - E Supplemental tasks as noted or requested to include
 - E.1 Supplemental trash removal and disposal;
 - E.2 Minor erosion repairs;
 - E.3 Supplemental watering;
 - E.4 Turf Restoration;
 - F Trash removal and disposal;
 - G Shredded hardwood mulch replenishment;
 - H Regular communication and reporting of upcoming work, completed operations and estimation of quantities; and
 - I Complete site restoration of all disturbed areas.
- S-1.2 Contractor shall be solely responsible for the coordination of its activities with regard to the Project and the activities of Subcontractors, property owners and CRWD.

S-2 DEFINITIONS

- S-2.1 Whenever used in the Contract Documents, the following terms shall have the meanings indicated:
- S-2.2 Addenda: Written or graphic instruments issued prior to receipt of Quotes which clarify, correct, or change the bidding documents or the Contract Documents.
- S-2.3 Bidder: Any person, firm, or corporation submitting a Quote for the Work.
- S-2.4 Quote: The offer or proposal of the Bidder submitted on the prescribed form setting forth the unit prices for the Work to be performed.
- S-2.5 Change Order: A written order to the Contractor signed by CRWD authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- S-2.6 Contract Documents: The Quote, Agreement, Specifications, Drawings, Addenda (whether issued prior to opening of Quotes or execution of the Agreement), and Modifications.
- S-2.7 Contract Price: The total monies payable to the Contractor under the Contract Documents.
- S-2.8 Contract Time: The date stated in the Agreement for the completion of the work.

- S-2.9 Contractor: The person, firm, or corporation with whom the CRWD has executed the Agreement.
- S-2.10 Modification: Any written amendment of any of the Contract Documents (including Change Orders) duly executed and delivered after execution of Agreement.
- S-2.11 Owner: For the purposes of this contract, the term "Owner" shall refer to: The Property Owners and Local Government Units (LGUs) who own the rain gardens (Cities of St. Paul, Roseville, and Falcon Heights, Ramsey County, and St. Paul Public Schools and Roseville Area Schools) for whom the Work is to be performed, as well as, Capitol Region Watershed District herein representing the Property Owners to conduct the Work described in these Contract Documents. In the event that the context of the contract necessitates reference to the entity responsible for the property under consideration, "Owner" shall specifically refer to the Property Owner. Likewise, when addressing matters pertaining to the broader project scope or involving the interests and responsibilities of the Watershed District, "Owner" shall specifically refer to the Watershed District.
- S-2.12 Responsible Contractor: A Contractor as defined in Minnesota Statutes, §16C.285, subdivision 3.
- S-2.13 Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- S-2.14 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and incidental items.
- S-2.15 Written Notice: Correspondence delivered in writing via e-mail and/or United States Postal Service.

S-3 EXECUTION OF WORK AND COMPLETION DATES

- S-3.1 Maintenance shall commence within seven (7) days following receipt of a Notice to Proceed from CRWD. Such letter will be issued following execution of Contract Documents, project schedule, and the furnishing of the certificate of insurance.
- S-3.2 It is important that Work progresses in a timely manner, and inconvenience to the public and property owners is held to a minimum. The Contractor shall determine the sequence of Work and shall provide sufficient forces and equipment required to efficiently progress with the Work.
- S-3.3 Unfavorable Conditions: When unfavorable weather, soil, drainage, or other unsuitable construction conditions exist, Contractor shall confine operations to work which will not be adversely affected by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality of the Work, unless special means or precautions are taken to perform the Work in a proper and satisfactory manner.
- S-3.4 All Work under this Contract, shall be completed during the 2024 growing season. It is anticipated that the Contract quotes reflect the cost of meeting these deadlines.

S-4 TIME OF WORK

- S-4.1 No work on this project shall take place between the hours of 7:00 p.m. and 7:00 a.m. on any weekday or between the hours of 9:00 p.m. to 9:00 a.m. on any weekend or legal holiday unless permission has been granted by the CRWD.

S-5 WORKPLAN

- S-5.1 The contractor will visit each project area to determine anticipated tasks for the season and discuss any questions with CRWD.
- S-5.2 Before starting any work at the site, the Contractor shall submit to CRWD for approval, a workplan for each owner. A workplan shall include:
- A An estimated progress schedule indicating the starting and completion dates of the various stages of the Work.
 - B Vegetation removal plan for concurrence with CRWD, including an indication of whether hand pulling, herbicide, or both will be used and how the approach will be tailored based on the plant species present. Techniques and chemicals used may vary depending on the targeted species.
 - C Planting plan and schedule for concurrence with CRWD.
 - D Watering plan.
 - E Any site-specific concerns, or additional anticipated work that was not included in the Contract.

S-5.3 SCHEDULE

Site visits under this Contract shall occur approximately bi-monthly, meaning work shall occur between 50 and 70 days of the last visit to ensure regularity in maintenance, unless permission for an alternate schedule is granted by the CRWD.

S-6 APPLICABLE SPECIFICATIONS

S-6.1 In the following Specifications, reference is made to Mn/DOT Specifications which shall mean the State of Minnesota Department of Transportation, Standard Specifications for Construction, 2020 Edition, and any supplements. All materials and methods shall comply with that Specification and Supplemental Specifications except as modified or altered in the following special provisions, or general conditions within this Contract.

S-7 MODIFICATION OF PROPOSAL

S-7.1 CRWD reserves the right to modify the Plans, Specifications, or Proposal at any time before the opening of Quotes, subject to the following conditions:

A Such modification will be made by an Addendum, duly numbered, and dated.

B Such Addendum will be mailed electronically to each prospective bidder who has received a Proposal prior to the date of the Addendum; and

C Such Addendum will be attached to all Proposals issued after the date of the Addendum and shall remain a part thereof.

S-8 AWARD EXECUTION OF DOCUMENTS

S-8.1 The award of the Contract, if it is awarded, will be to the lowest qualified, responsible, and responsive Bidder whose qualifications indicate the award will be in the best interests of CRWD and whose proposal complies with all the prescribed requirements.

S-8.2 The Owners and CRWD reserve the right to reject all quotes and waive minor irregularities and informalities.

S-8.3 The Agreement and other Contract Documents as practicable will be signed by CRWD and the Contractor, and each receive an executed copy of the Contract Documents.

S-8.4 Simultaneously with the execution of the Contract Documents, the Contractor shall deliver to CRWD the required certificates of insurance and other requested forms.

S-8.5 Failure of the successful Bidder to execute the Contract Documents and deliver the required documents within fifteen days of the notification of the award shall be just cause for CRWD to annul the award and declare the Quote or guarantee thereof forfeited.

S-9 SITE INVESTIGATION

S-9.1 The Contractor is solely responsible for having made a field inspection and other site investigations as deemed necessary to complete the project in accordance with the plans and specifications.

S-10 PAYMENTS AND ESTIMATES

S-10.1 ESTIMATES

All estimated quantities for Unit Price items in the Agreement are approximate and are to be used only as a basis for determining the initial Contract Price. The actual amount of work to be done or materials to be furnished under the Unit Price items may differ from the estimated quantities. The basis of payment for work or materials furnished or placed will be the actual quantities of work performed or material furnished and placed. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise due to any difference between the quantities of Work actually performed or materials furnished and placed, and the estimated quantities included in the Agreement.

S-10.2 PAYMENTS

The Owner will make progress payments to the Contractor as provided in the Draft Services Agreement, and modified as follows:

A Progress payments will only be made when maintenance is complete, or materials are completely installed in accordance with the Contract Documents.

B Invoices shall itemize work by unit as described in the Quote Form and specifications.

C Contractor shall provide documentation of work and materials used per site (except those with lump sum and per month units).

D CRWD may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the Owner from loss on account of:

- D.1 Defective or Warranty work not repaired
 - D.2 Claims filed or reasonable evidence indicating probable filing of claims
 - D.3 Failure of the Contractor to make payments to the Subcontractors for materials or labor
 - D.4 A reasonable doubt that the Contract can be completed for the balance then unpaid
 - D.5 Damage to another Contractor, to the Work, or to other property
 - D.6 Failure to complete the Contract within the time specified.
- E. When the above conditions are removed or are satisfactory and adjustment made, payments of the balance due shall be made from the amount withheld.

S-11 MODIFICATION OF CONTRACT

- S-11.1 CRWD may request additional tasks on an as-needed basis. Quotes for these tasks should reflect the installed unit cost including materials and labor. Examples of additional services include erosion repairs, graffiti removal, and additional plant replacement. CRWD will evaluate any additional quotes and must approve the quote before work commences.
- S-11.2 Changes in the work
- A Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Order. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as described below.
 - B CRWD may authorize minor changes or alterations in the Work not involving extra cost and which are consistent with the overall intent of the Contract Documents. If the Contractor believes that any minor change or alteration authorized by CRWD entitles it to an increase in the Contract Price, it may make a claim therefore as provided in this Section.
 - C Additional work performed by the Contractor without authorization of a Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency
 - D CRWD will execute an appropriate Change Order covering changes in the Work to be performed and any other appropriate claim of the Contractor for a change in the Contract Time or the Contract Price.
- S-11.3 Change of contract price
- A The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Owner shall be at its expense without change in the Contract Price.
 - B The Contract Price may only be changed by a Change Order.
- S-11.4 The Contract Time may only be changed by a Change Order.

S-12 DEFECTIVE OR NEGLECTED WORK

- S-12.1 All Work not conforming to the requirements of the Contract Documents shall be considered defective and all defective Work, whether in place or not, may be rejected. The Contractor will also bear the expense of making good all work of other contractors destroyed or damaged by removal or replacement of the defective Work. If the Contractor does not correct such deficiencies within a reasonable time, the Owner may correct the deficiency or remove the rejected work. All direct or indirect costs of such correction or removal will be charged against the Contractor. If, instead of requiring correction or removal of any such defective Work, the Owner prefers to accept it, they may do so in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price.
- S-12.2 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after three days' Written Notice to the Contractor may, without prejudice to any other remedy the Owner may have, make good such deficiencies and the cost thereof shall be charged against the Contractor, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price.

S-13 SUBCONTRACTS

- S-13.1 The Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed to the same extent that the Contractor is responsible for the acts and

omissions of persons directly employed by the Contractor. The Owner shall have no obligation to pay or be responsible for the payment of any monies to any Subcontractor or any Contractor or Subcontractor employees.

S-13.2 The Contractor shall specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

S-14 SAFETY AND PROTECTION: EMERGENCIES

S-14.1 The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

A All employees on the Work and other persons who may be affected thereby,

B All the Work and all materials or equipment to be incorporated, whether in storage on or off the site, and

C Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not associated with the Work.

S-14.2 The Contractor shall comply with all applicable safety and building laws and codes of federal, state, municipal and other governmental bodies for the safety of persons or property or to protect them from damage, injury or loss.

S-15 WORK NEAR UTILITIES

S-15.1 Any excavation requires notification to Gopher State One-Call 651-454-0002 at least 48 hours prior to the excavation start time and the use of white markings of the proposed excavation area.

S-15.2 The Contractor shall conform to the requirements of MnDOT Specifications 1507 "Utility, Property & Service" in respect to protecting all underground utilities. Further, the Contractor shall cooperate with the utility companies in all their work and shall be particularly cautious operations adjacent to exposed utilities.

S-16 PROJECT REPORTING

S-16.1 For each site visit, the maintenance crew will complete a short inspection and take photos using Esri's Collector application. Accurate data is used to generate the District's annual reports and other documents. An electronic device, with internet connection and camera, will be required to collect and save data in our electronic database.

S-16.2 CRWD will provide Esri account access and training to assist the selected contractor with maintenance reporting.

S-16.3 A sample of the required reports are shown in Appendix C.

S-16.4 This work shall be incidental.

S-17 MISCELLANEOUS

S-17.1 PERMITS AND APPROVALS

A The Owner has requested right of entry from property owners where BMPs are located. It is anticipated that these approvals will be obtained before the Contract Work commences.

B The Contractor shall be required to contact the CRWD at least 24 hours in advance, prior to starting Work.

C No work on private property is expected, but should it be needed, permission to access private property shall be obtained prior to initiating work.

S-17.2 Contractor is responsible for getting all materials to the site as needed for work and project schedule.

S-18 EROSION AND SEDIMENT CONTROL

S-18.1 Contractor is required to prevent sediment from draining into the storm sewer system, including curb and gutters and pavement surfaces.

S-18.2 Contractor is required to prevent silt from entering the rain gardens while completing work.

S-18.3 Contractor is required to install protection, where necessary, to control erosion and sedimentation during their work on the site. Contractor will verify that conditions on the site are suitable to receive work prior to commencing.

S-18.4 This work shall be incidental.

S-19 COORDINATION WITH SERVICE PROVIDERS AND TRAFFIC CONTROL

- S-19.1 The Contractor shall not interrupt the postal service, recycling service, garbage collection service, school bus service, deliveries, etc. to all residences and businesses throughout the duration of the project.
- S-19.2 Driveway, entry, or The Americans with Disabilities Act (ADA) access shall not be blocked at any point throughout the duration of the project without coordinating with CRWD and the owner for alternate access.
- S-19.3 If temporary street lane closures are needed for vehicles to access a site, the Contractor shall obtain permits from the appropriate City. Flaggers and appropriate warning signs shall be required and shall be supplied by the Contractor at no additional cost.

S-20 PROTECTION OF ADJACENT PROPERTIES

- S-20.1 The Contractor shall take whatever steps are necessary to protect adjoining properties and structures from hazards in connection with its performance of the work. The Contractor shall be responsible for all damages to properties and structures that occur as a result of its operations.
- S-20.2 Contractor shall perform operations carefully and in such a manner as to protect existing property, structures, rain gardens, and utilities. Obstructions not shown on the Drawings may exist and if they should impose of the work in any way, the issue shall be communicated in writing by Contractor to CRWD. Contractor shall be responsible for damage to existing property resulting from Contractor's operations and shall repair or replace damaged items to Owner's satisfaction.
- S-20.3 Private property owners may have existing irrigation systems and/or invisible fence near the work area. Any damage to marked irrigation systems/ invisible fences will be the responsibility of the Contractor.
- S-20.4 No landscape tree shall be cut or removed without approval from CRWD. The Contractor shall exercise proper care in working in the vicinity of landscape trees to provide for their protection.
- S-20.5 Submit to CRWD written notification of any damaged plants and/or trees (excluding invasive or weedy plants and/or trees that were intended for removal).

S-21 TRASH AND DEBRIS

- S-21.1 All solid waste shall be disposed by the Contractor in accordance with the local and state solid waste disposal regulations. This includes, but is not limited to, site litter and garbage, vegetative debris, sediment, and hazardous waste.
- S-21.2 Solid waste shall be disposed of after each site visit.
- S-21.3 If removed vegetation has gone to seed, then prevent the seeds from further dispersing by using bags or other approved container to remove them from the site. If the plant is invasive, dispose of the plant matter in such a way that it will not spread the seeds further.

S-22 SPRING CLEAN UP

- S-22.1 All planted areas shall have all perennial vegetation from the previous growing season removed to within 6" above the ground including all ornamental grasses and herbaceous plants.
- S-22.2 All shrubs shall be pruned to remove any dead or dying vegetation.
- S-22.3 All garbage shall be removed.
- S-22.4 Any visible accumulated sediment or debris shall be removed.
- S-22.5 Any observed soil erosion shall be repaired as necessary to return the grade to its original level and to stabilize the site to prevent additional erosion. Additional site inspection should be performed in an attempt to determine the cause of soil erosion. If erosion is ongoing, the Contractor shall contact the CRWD for further instruction prior to soil erosion repair.
- S-22.6 Removed in Addendum 2.
- S-22.7 All weeds as identified by the Contractor or as directed by the Owner shall be removed manually unless a chemical herbicide application is noted in the plans or CRWD staff has approved the use of the chemical herbicide at the site.
- S-22.8 Any invasive weeds shall be removed via herbicide application or manual removal. See Section S-25 for HERBICIDE.
- S-22.9 All vegetation, debris, or garbage shall be removed from site and shall become property of the Contractor.
- S-22.10 The Contractor shall request a site inspection after Spring Clean-Up is complete on all planted areas as per S-32 Review and Acceptance of Work.
- S-22.11 PAYMENT
Sites will be paid for as a lump sum. The area assumed shall be the plans including all side slopes.

S-23 WATER

- S-23.1 Water shall be used as needed for the maintenance of newly placed plantings.
- S-23.2 The Contractor shall keep an operable water truck available for the project within four hours of the active work.
- S-23.3 PAYMENT
Water shall be incidental to the cost of the plantings.

S-24 SUPPLEMENTAL WATER

- S-24.1 This work shall include supplemental watering at one or more of the rain gardens sites upon a request from CRWD for this work.
- S-24.2 The use of this item is not for areas recently planted but if seasonal conditions warrant, to improve the health of established vegetation.
- S-24.3 The Contractor shall estimate the volume of supplemental watering by site for CRWD approval. Watering amount shall not exceed 2 inches of depth over the area watered.
- S-24.4 The Contractor shall have an operable water truck available within 24 hours for supplemental watering upon notification by the Owner/CRWD.
- S-24.5 PAYMENT
Water shall be paid for by the kilo-gallon. The area will be measured based on the polygon in the plans unless discussed and agreed upon with CRWD.

S-25 HERBICIDE

- S-25.1 This work includes the removal of vegetation by chemical herbicide application, only where shown in the Plans or where approved by CRWD. CRWD aims to minimize herbicide use whenever possible but recognizes its value to manage invasive species when mechanical methods of removal are cost prohibitive or unlikely to be successful. Mechanical methods such as spot mowing or hand pulling should be considered first when managing invasive species, but when not feasible, herbicide use may be approved.
- S-25.2 Herbicide selection should be appropriate for species and safe for use in or near water, and other environmental considerations.
- S-25.3 Materials
The type and application rates of any herbicides shall be determined by the Contractor and approved by the Owner prior to application.
- S-25.4 Submittals
 - A Include product label and manufacturer's application instructions specific to this Project, 7 days prior to application.
 - B Submit a copy of the Commercial Applicator License with list of herbicides to be used.
 - C Herbicide application records shall be submitted to CRWD within 48 hours of application, See Appendix D for required Pesticide Application Form.
- S-25.5 Preparation
Herbicide application lawn signs shall be placed, in visible location, prior to application.
- S-25.6 Execution
 - A Herbicide application shall be performed with extreme care to target weeds and to avoid damage to existing plants. Any damaged plants shall be replaced by the Contractor without cost to the Owner.
 - B Application of herbicides will be completed by a Certified Applicator.
 - C Apply approved herbicide(s) based on approved workplan.

S-26 WOODY VEGETATION REMOVAL

- S-26.1 This work includes woody vegetation removal as shown in the plans or as approved by CRWD staff. Herbicide used must be approved according to S-26 HERBICIDE.
- S-26.2 Execution
Cut and remove all woody trees and shrubs, including non-native buckthorn and honeysuckle. Treat cut stumps with approved herbicide. Repeat as needed.
- S-26.3 Vegetation disposal shall be in accordance with S-21 TRASH AND DEBRIS.

S-27 ROUTINE INSPECTION AND MAINTENANCE VISITS

- S-27.1 All rain garden areas shall be inspected and maintained on a bimonthly (every two months) basis throughout the growing season (May to September) after the initial spring cleanup.
- S-27.2 The Contractor shall provide CRWD a minimum of 24 hours' notice via a phone call or email message prior to each Routine Visit.
- S-27.3 Each visit shall include
 - A Hand weeding. All planting areas shall be completely free of weeds after each Routine Visit.
 - B Minor sediment removal.
 - C Trash removal.
 - D Reporting.

S-28 SUPPLEMENTAL TRASH PICKUP

- S-28.1 This work shall include a bi-monthly (every two months) visit to the sites shown in the Plans to pick up trash.
- S-28.2 The schedule of this activity should offset approximately 30 days from the spring cleanup or routine inspection and maintenance visit (i.e. on alternating months).
- S-28.3 See Section S-21 TRASH AND DEBRIS.

S-29 NATIVE PERENNIAL PLANT INSTALLATION

- S-29.1 This section covers the furnishing of all labor, material, equipment, and performance of all work and services necessary or incidental to plant installation as shown on the plans or as specified herein
- S-29.2 MnDOT Specification Section 2571, and the Inspection and Contract Administration Manual for MnDOT Landscape Projects, 2014 Edition, shall apply to plant installation, except as modified herein. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.
- S-29.3 SUBMITTALS
 - A Contractor shall submit a planting plan 7-days prior to planting noting the species, spacing, and locations of proposed plantings for CRWD and Owner review and approval.
 - B Contractor shall submit a list of plant materials to be furnished including the source of stock.
- S-29.4 MATERIALS

Plugs shall be in 2 3/8" square x 3 3/4" deep pots or in a size otherwise approved by CRWD.
- S-29.5 DELIVERY, STORAGE, AND HANDLING
 - A The Contractor shall deliver, store, and handle plants to prevent damage. All damaged material must be replaced. Do not expose roots to hot sun or drying winds. Plants that cannot be planted immediately upon delivery shall be set on the ground and protected with moist soil or mulch and watered as needed.
 - B Plant materials shall conform to the requirements of the Inspection and Contract Administration Manual for MnDOT Landscape Projects, 2014 Edition.
- S-29.6 All plants shall be first-class representatives of their normal species or variety, and shall be free of disease, disfiguring knots, sun scald, insect infestations, dead or broken branches, bark abrasions, and other objectionable conditions.
- S-29.7 Perennials shall be strong, healthy plants of the age specified.
- S-29.8 Ship and store plants and mulch with protection from weather or other conditions that would damage the product or impair its effectiveness.
- S-29.9 All plants may be inspected by the Owner and items that have become wet, moldy, or otherwise damaged in transit or in storage will be rejected.
- S-29.10 Time delivery so that live plants will be planted within 24 hours of delivery. Protect plants against drying and damage prior to planting.
- S-29.11 Each species shall be handled and packed in the manner approved for that plant, having regard for the soil and climatic conditions at the time and place of digging and delivery, and to the time that will be consumed while in transit or delivery. All precautions that are customary in good trade practice shall be taken to ensure the arrival of plants in good condition.
- S-29.12 EXECUTION
 - A The Contractor shall notify CRWD at least 24 hours prior to the start of any planting operations during this Contract.
 - B Planting materials shall be protected from damage or deterioration before, during, and after planting. The Contractor must make necessary arrangements to ensure an adequate supply of water to meet maintenance needs of all planting materials. This may include, but not limited to, furnishing hose and other sources of

water to provide adequate irrigation and watering of landscape materials during the plant establishment period.

C All plants shall be watered immediately after planting.

S-29.13 PLANTING BED PREPARATION

A A 3-inch layer of Type 6 twice shredded hardwood mulch (See MULCH REPLENISHMENT Section S-30) shall cover the entire planting bed. Plant material should be exposed and all root masses should be covered.

B The Contractor shall ultimately determine the optimum soil conditions required for good growth of the specified plants.

S-29.14 GROUND COVERS, PERENNIALS

A Plants should be protected from drying conditions during the planting operation.

B The soil ball and root mass should not be significantly disturbed as the pot is removed.

C Plants shall be planted at the same depth as they were in the pots.

D Plants shall be spaced in accordance with the dimensions indicated on the plans with spacing adjusted as necessary to evenly fill planting bed using the specific quantity of plants.

E Do not remove container-grown stock from containers until planting time.

F All plants shall comply with the State and Federal laws with respect to inspection for plant diseases and insect infestations.

S-29.15 GUARANTEE AND REPLACEMENT

A The Plant Establishment Period will be for one year from the Preliminary Acceptance, See Section S-32 for REVIEW AND ACCEPTANCE OF WORK Replacement of dead, defective or missing plants or incidental materials shall be required immediately or as soon as is practicable within an appropriate period of time as ordered by CRWD.

B It is anticipated that no retainage will be held throughout the plant establishment period unless the Owner determines that the materials or procedures warrant such a retainage.

C Contractor shall submit a written guarantee for replacement of any plant materials failing to survive and thrive for a period of one year after Preliminary Acceptance.

D Any plant material found dead or not in a healthy growing condition shall be replaced with material of same size and species, with a new one-year warranty commencing on date of replacement. Replacement of any plant material shall be completed in the proper planting season. All replacement plants shall be accomplished at no cost to the Owner.

E Removal and disposal of all replaced plant material shall be incidental to the contract.

F Watering during the Plant Establishment Period shall consist of maintaining adequate (but not excessive) soil moisture. It is recommended that after the initial thorough "watering in", every plant should receive a thorough watering, as necessary, at weekly intervals, on the average, throughout the growing season (approximately May 1 thru October 1). The Contractor shall avoid over watering all plants.

G The Contractor is expected to carry insurance to cover responsibility for plants lost to acts of vandalism, theft and rodent damage. In the case of repeated and excessive vandalism, theft, and rodent damage, the Owner will make a determination as to whether the plants will be deleted or replaced again subsequent to initial replacement with additional compensation in accordance with the Contract prices.

S-29.16 MEASUREMENT AND PAYMENT FOR PLANT MATERIAL

A Measurement shall be by the plant installed. Payment shall be based on the contract unit prices and shall be compensation in full for all costs of plant selection, coordination, design, and furnishing the required materials and installing the plants in accordance with the plans and specifications. Measurement and payment shall include delivery, plants, planting soil, compost materials for blending, planting, mulch, specified maintenance, watering, guarantee, clean up, and associated work complete and in place. Payment for the plant material, trees, and shrubs shall only be considered after the completion of the entire landscape plan, including all clean up and incidental work

B All other work under this section is incidental to the contract for this section unless specifically listed in the Special Conditions. Quantities for all landscaping items are subject to change by the Owner and shall not be subject to MnDOT Specification 1903 as shown in the Quote.

S-30 MULCH REPLENISHMENT

S-30.1 Mulch shall be Type 6 mulch, as described in MnDOT Specification 3882. Double shredded hardwood mulch shall be provided free of dirt, dye, ashes, sawdust, rocks, leaves, roots, black bark mold or any other debris.

S-30.2 All newly planted areas shall have a maintained depth of 3" of mulch.

S-30.3 Mulch for newly planted areas shall be incidental to the cost of the plant installed per S-29 NATIVE

PERENNIAL PLANT INSTALLATION.

S-30.4 Supplemental placement of mulch at the direction of CRWD shall be paid for by the cubic yard hauled.

S-31 WARRANTY

S-31.1 Contractor shall warranty that the herbaceous and turf plants be in a healthy and vigorous growing for one year after Preliminary Acceptance. The warranty shall be considered incidental to the planting costs.

S-32 REVIEW AND ACCEPTANCE OF WORK

S-32.1 PRELIMINARY REVIEW

S-32.2 Upon completion of the spring clean-up work and plant replacement, the Contractor shall request a review by CRWD to determine whether the work conforms to the requirements of the Specifications.

S-32.3 If it is found that the work does not conform to the requirements of the Specifications, the Contractor will receive written notification from CRWD of required corrections.

S-32.4 Contractor will perform corrective work within ten calendar days after the Preliminary Review.

S-32.5 Upon completion of the corrective work, request another Preliminary Review to determine whether work conforms to the requirements of the Specifications.

S-32.6 PRELIMINARY ACCEPTANCE

S-32.7 When CRWD determines that the work conforms to the requirements of the Specifications the Contractor will receive notification of Preliminary Acceptance.

S-32.8 The one year plant warranty period will commence upon the date specified by the notification of Preliminary Acceptance.

S-32.9 FINAL REVIEW

S-32.10 At the end of the warranty period, Contractor shall request a review by CRWD to determine whether the work conforms to the requirements of the Specifications.

S-32.11 If CRWD determines that work does not conform to the requirements of the Specifications, the Contractor will receive written notification of required corrections.

S-32.12 Contractor will perform corrective work within ten calendar days of Final Review.

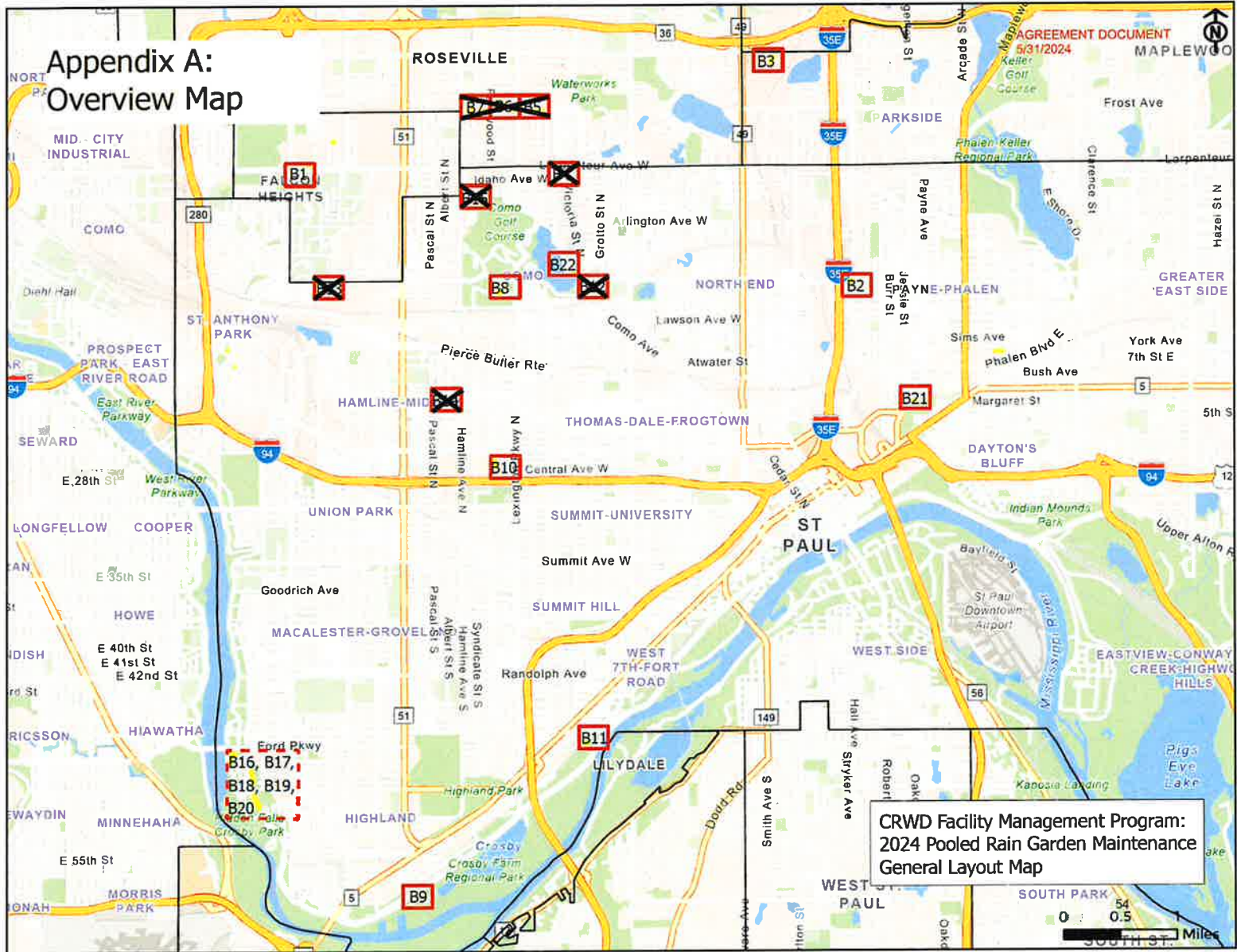
S-32.13 Upon completion of the corrective work, Contractor shall request another Final Review by CRWD, who will determine whether the work conforms to the requirements of the Specifications.

S-32.14 FINAL ACCEPTANCE

S-32.15 Contractor will receive a written notification of Final Acceptance when the CRWD determines that the work conforms to the requirements of the Specifications.

Appendix A: General Layout Map

Appendix A: Overview Map



CRWD Facility Management Program:
2024 Pooled Rain Garden Maintenance
General Layout Map

Appendix B: Plans



BMP Owner: Falcon Heights

Project Name: Facility Management Program - 2024 Pooled Rain Garden Maintenance
 Capitol Region Watershed District

Appendix C: Forms

Capitol Region Watershed District



Facility Management / BMP Inspections Report

Project Info

Question	Answer
Project #	23-005FM
Partner Name	
Project Name	
Year Constructed	2020
Project Address	

General

Question	Answer
Inspection Type	Contractor Maintenance Form
BMP Owner	
BMP Name	RG A
BMP Type	Bioretention
Inspection Date	03/26/2024
Inspection Time	3:33:00 PM
Inspector Initials	Test
Mobile User	CRWD_Contractor

Inspection Items

Question	Answer
BMP is dry (no standing water 48 hours after	Yes

rainfall)	
Contractor weeded project area	Yes
Contractor removed sediment from project area	Yes
Is inlet clear of obstructions?	Yes
Contractor removed trash, leaves, and other debris	Yes
Should re-planting be considered for bare spots?	No
Should herbicide be considered?	No

Summary

Question	Answer
Check box if staff need to review further or follow up	No Review Needed
Notes	Rain garden is in good condition, see attached photos.

Facility_Management_Contractor_Inspection

Facility Management BMP Inspections - Contractor Maintenance Form Form

Inspector Initials:

Mobile User:

Inspection Items

BMP is dry (no standing water 48 hours after rainfall) *

Yes No N/A

Contractor weeded project area *

Yes No N/A

Contractor removed sediment from project area *

Yes No N/A

Is inlet clear of obstructions? *

Yes No N/A

Contractor removed trash, leaves, and other debris *

Yes No N/A

Should re-planting be considered for bare spots? *

Yes No N/A

Should herbicide be considered? *

Yes No N/A

Summary

Check box if staff need to review further or follow up *

Review Needed No Review Needed

Notes:

Photo Collection:

Appendix E: Inspection Reports

Individual Record Report for Facility Management: BMP Inspections - Initial Inspection

Submitted Time: November 14, 2023 2:36 PM

General Information

BMP Owner

City of Falcon Heights

BMP Name

2077 Larpenteur W

Inspection Items

BMP Type

Bioretention

Pretreatment Type

None

Inlet Type

surface flow

% Weed Area

0

% Bare Area

0

Routine Maintenance Needed

Weeding, Sediment Removal, Trash/Debris Removal

Non-Routine Maintenance Needed

Optimization Opportunity

No

Is BMP Easily Accessible?

Yes

Is BMP in Highly Visible Area?

Yes

Notes

Two basins collecting flow from parking lot North of garden street. Plants consist of little blue stem and red osier dogwood for the most part.

some erosion on turf area on slopes surrounding East basin. Recommend some reseeding here. Otherwise just routine maintenance.

Photo Collection



E basin



E inlet



W basin



W inlet



Erosion

Exhibit B
Falcon Heights Rain Garden Maintenance Annual Cost Estimate

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (E) (sf)	% of Total	Number of Inlets	Area of vegetation cutback (sf)	Estimated number of new plugs needed (each)	Plant Costs	Cost Per Basin	CRWD Cost Share*	FH Cost
23-024FM	FH_LAR_1	City of Falcon Heights	2077 Larpenteur W	1184	100%	2	0	0	\$0.0	\$1,184.40	\$592.20	\$592.20
Totals				1184	1	2	0	0	0	\$1,184.40	\$592.20	\$592.20

*CRWD will cover 50% (75% if in focus area) of cost for rain gardens that received grant funds.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 26, 2024

No. 24-38

**RESOLUTION ACCEPTING OF PROPOSAL AND AUTHORIZATION TO EXECUTE
COOPERATIVE MAINTENANCE AGREEMENT WITH CAPITOL REGION WATERSHED
DISTRICT FOR RAIN GARDEN MAINTENANCE**

WHEREAS, the City of Falcon Heights ("City") recognizes the importance of maintaining stormwater Best Management Practices (BMPs) to manage and improve water quality; and

WHEREAS, the Capitol Region Watershed District ("CRWD") has developed a Cooperative Maintenance Agreement to assist public entities with the operation and maintenance of their stormwater facilities, including rain gardens; and

WHEREAS, the City has rain gardens constructed and owned by the City that are within CRWD's jurisdictional boundaries and require maintenance to ensure their effective functioning; and

WHEREAS, CRWD will manage the Request for Quotes (RFQ) distribution, contractor selection, contractor oversight, and general Project administration on behalf of the City; and

WHEREAS, the Project details include BMP inspection, procurement and contracting with a maintenance contractor, regular maintenance activities such as trash, debris, sediment, and weed removal, selective herbicide application, re-vegetation, mulch placement, inspection reporting, and general site cleanup; and

WHEREAS, the estimated annual project cost for the maintenance of the rain gardens is \$592.20, with CRWD contributing 50% of the total actual costs for maintenance per year per eligible rain garden as identified in Exhibit B of the Agreement.

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

1. The City Council hereby accepts the Cooperative Maintenance Agreement with CRWD for the maintenance of the City's rain gardens.
 2. The City Administrator is authorized to execute the Cooperative Maintenance Agreement with CRWD for the maintenance of rain gardens as specified in the Agreement.
 3. The City agrees to the cost-sharing terms, maintenance responsibilities, and other provisions as outlined in the Cooperative Maintenance Agreement
-

Moved by:

Wassenberg

GUSTAFSON
MEYER
MIELKE
LEEHY
WASSENBERG


5

In Favor

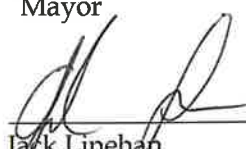
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Against

Approved by: _____


Randall C. Gustafson
Mayor

Attested by: _____


Jack Linehan
City Administrator

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Meeting Date	June 26, 2024
Agenda Item	Policy H1
Attachment	Boundary Review; Mapbook; Changing Parcel List; Letter of Concurrence; Resolution
Submitted By	Jack Linehan, City Administrator

Item	Request for Boundary Change: Rice Creek Watershed District / Capitol Region Watershed District
Description	<p>The City of Falcon Heights is part of two distinct watersheds: Rice Creek primarily to our North / Northwest, and Capitol Region to our South/Southeast.</p> <p>In a multi-year effort, the Rice Creek Watershed has reviewed where their drainage goes to redefine the boundaries between neighboring watersheds. Roseville Engineering's Environmental Manager Ryan Johnson represented Falcon Heights in this realignment. In total, a few dozen properties in Falcon Heights are recommended to be transferred from Capitol Region to Rice Creek's watershed. These properties include:</p> <ul style="list-style-type: none"> • Community Park • Portions of Falcon Woods north of Summer St • Certain properties on Roselawn Ave / northern Fairview Ave • Snelling West properties south of Questwood Drive / north of Garden <p>As part of the transfer, these properties will have permitting requirements through the new watershed. Additionally, these residents will now pay taxes to Rice Creek, which are fairly comparable to Capitol Region.</p> <p>This will impact Community Park's renovation and stormwater requirements, but the extent to which is not yet known. It will help clarify requirements as the property currently had split requirements with it being in Capitol Region, but draining to Rice Creek.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Boundary Review • Mapbook • Changing Parcel List • Letter of Concurrence • Resolution 24-39

**Action(s)
Requested**

Motion to approve the attached resolution and authorize Mayor and City Administrator to sign all necessary documents.

Technical Memorandum

To: Nick Tomczik, Administrator
Rice Creek Watershed District

Cc: Catherine Nester

From: Timothy Erickson PE

Through: Chris Otterness PE

Subject: RCWD/MWMO/CRWD/RWMWD/VLAMWO
Recommended Legal Boundary Revisions

Date: June 18, 2024

Project #: R005555-0344

INTRODUCTION

The purpose of this memorandum is to recommend modification of the RCWD legal boundary based on the corrected hydrologic boundary within Ramsey and Hennepin Counties and a small portion of Anoka County¹ and to identify parcels that would be impacted by a change in jurisdiction as a result of the legal boundary change. The RCWD or its neighboring watershed management organizations (WMOs) may petition the Minnesota Board of Water and Soil Resources (BWSR) for a change in the legal boundary, as described under Minnesota Statute 103B.215.

The RCWD shares a boundary with four WMOs within Ramsey and Hennepin Counties: Capitol Region Watershed District (CRWD), Ramsey-Washington Metro Watershed District (RWMWD), Vadnais Lake Area Water Management Organization (VLAWMO), and Mississippi Watershed Management Organization (MWMO). Agreement has been reached with all neighboring WMOs/WDs regarding the accurate location of the hydrologic boundary between the WD/WMO's, as described within the memorandum *Hydrologic Boundary Review* dated July 7, 2022, by Houston Engineering, Inc. From the cites and WMOs reviewed process of the proposed legal boundary, small adjustments were made to the hydrologic boundary, beyond the above agreement, and are noted in the comment section of this TM where those changes were warranted. A Mapbook showing the changes to the legal boundary, and the effects on impacted parcels, accompanies this memorandum.

¹ The portion of RCWD's boundary within Anoka County reviewed in this memorandum is adjoining VLAWMO, within the City of Lino Lakes.

GUIDING PRINCIPALS

The overarching purpose of any watershed management organization (WMO) boundary change is to facilitate the WMOs' ability to manage water draining to its surface water resources. Generally, this means attempting to match the current hydrologic boundary of the WMO. However, there are a few statutory and practical limitations to matching the hydrologic boundary:

Statutory Limitations:

1. All land parcels within the metro area must be in one and only one WMO.
2. All land parcels within a watershed district must be contiguous (parcels separated only by a roadway are considered contiguous).

Practical Limitations

3. Determining the hydrologic boundary is inexact, particularly with respect to small (<1 acre) parcels. Many site-level features (for example, rain gutters) cannot be known, but potentially can affect the direction of flow enough to switch what is the "majority direction."
4. A boundary change should not place an undue burden on a landowner; for example, creating unusual limitations for the development, redevelopment, or sale of parcels.
5. Physical features (e.g., roadways) and political features (city/county boundaries) may provide a more logical WMO boundary location than the approximated hydrologic boundary in isolated locations (see #3 above).
6. Buildings or structures may occupy multiple parcels that may drain to different watersheds. Assigning multiple WMOs to a single building would put an undue burden on the landowners (see #4 above). All parcels of a building or structure should be assigned to a single WMO, based on 50% rule.

ANALYSIS AND METHODOLOGY

Using the updated hydrologic boundary and the Ramsey, Hennepin and Anoka Counties parcel shapefiles, an analysis of the parcels along the hydrologic boundary was completed, to determine the correct WMO to which a parcel pertains.

The following steps were used to evaluate the legal boundary and parcel WMO assignment:

- (1) Using the updated RCWD hydrologic boundary, parcels were determined to be mostly inside or outside of the RCWD's hydrologic boundary if more than 50 percent of the parcel's areas was inside or outside the hydrologic boundary, respectively.
- (2) Once the parcels were determined to be mostly inside or outside of the RCWD hydrologic boundary, a list of parcels needing additional review were selected. These parcels were selected if more than 50% area was within RCWD but the listed WMO in County's parcel

data was not RCWD; or if less than 50% area was within the RCWD but RCWD was listed as the WMO.

- (3) Parcels were added to the list for review in areas where major discrepancies between boundaries were found.
- (4) The parcels adjoining the boundary were reviewed with respect to the statutory and practical considerations noted above. This review is described in detail in the *Special Considerations* section below.

Through the review process, 1,469 parcels were found to need watershed management organization reassignment. **Tables 1** summarizes the number of parcels that are inappropriately assigned to a WMO. A list of the impacted parcels is provided in accompanying GIS files and shown in the accompanying **Mapbook**.

Table 1: Recommended Parcel Reassignments for Reviewed Area.

Adjoining WMO	Parcels to be Reassigned to RCWD	Parcels to be Reassigned From RCWD	County
Mississippi WMO	131	176	
	131	4	<i>Hennepin</i>
	0	172	<i>Ramsey</i>
Capitol Region WD	67	190	Ramsey
Ramsey- Washington Metro WD	55	404	Ramsey
Vadnais Lake Area WMO	177	269	
	151	257	<i>Ramsey</i>
	26	12	<i>Anoka</i>
TOTAL	430	1,039	

NOTABLE CONSIDERATIONS

Once the proposed legal boundary was created based on the hydrologic boundary and using the methodology above, a review of the parcels that would change from one management organization to another was completed, to check for continuity in the boundary. In a few instances, parcels were orphaned or separated from its neighboring parcels. Since MS 103B.215 requires that a boundary be contiguous, orphaned parcels were reassigned accordingly to ensure a contiguous boundary. Likewise, given that there is a measure of anticipated error in the hydrologic boundary and to attempt consistency of WMO assignment in a given neighborhood, some parcels were assigned to a WMO for which a little less than half of the parcel is in that hydrologic boundary. Parcels that are recommended specifically to be assigned jurisdiction under a WMO that does not correspond to their hydrology are described below:

Area 1 Mapbook Page 11: A large park parcel owned by the University of Minnesota is currently being split, with one of the parcels being transferred to the City of Falcon Heights. The park area drains to the RCWD and the remaining area drains to CRWD. We anticipate that the parcel split will be finalized prior to submittal of a boundary change petition to BWSR. We have indicated a rough approximation of the parcel split location. Mapping will need to be updated to align with the actual parcel boundary when the parcel transfer is complete. In addition, one parcel along Summer St, west of Prior Avenue is >50% area in RCWD but the neighboring 2 parcels are within CRWD. It was determined to the split was close enough to 50% to leave the parcel within CRWD for a clean, less confusing boundary in the immediate area.

Area 2, Mapbook Page 12: One parcel north of Roselawn Ave W, along Simpson St drains >50% of area to RCWD but is close enough to transfer to CRWD because both neighboring parcels are being transferred and will result in a cleaner, less confusing boundary in the immediate area.

Area 3, Mapbook Page 14: One parcel along Sextant Ave W, west of Hamline Ave N drains >50% of area to RWMWD but is close enough to remain in RCWD because both neighboring parcels are remaining in the RCWD and will result in a cleaner, less confusing boundary in the immediate area.

Area 4, Mapbook Page 17: Two parcels along Victoria St N, south of Edgewater Ave drain >50% of area to RWMWD but is close enough to remain in RCWD because neighboring parcels are remaining in the RCWD and will result in a cleaner, less confusing boundary in the immediate area.

Area 5, Mapbook Page 18: Two parcels along the north side of Arbogast St, east of Richmond Ave drain >50% of area to RWMWD but is close enough to remain in RCWD because neighboring parcels are remaining in the RCWD and will result in a cleaner, less confusing boundary in the immediate area.

Area 6, Mapbook Page 20: Multiple parcels along the hydrologic boundary in this area are >50% draining to the RCWD but transferring the parcels would result in buildings being split between WMOs. The boundary was adjusted to account for the buildings and parcel assignment was determined based on the majority of area for all parcels belonging to the buildings.

Area 7, Mapbook Page 24: The parcel south of adjust legal boundary is close to a 50/50 split between RCWD and VLAWMO but is along a lake that drains to RCWD. It was determined that the parcel should remain in RCWD because the lake is within RCWD and since a substantial (but not greater than 50%) portion of these parcels drains to the lake. The parcels north will transfer to VLAWMO because the majority of area drained by each is substantially greater than 50%.

Area 8, Mapbook Page 33: One parcel along Lorane Ave, west of Parker Ave drains >50% of area to VLAWMO but is close enough to remain in RCWD because both neighboring parcels are remaining in the RCWD and will result in a cleaner, less confusing boundary in the immediate area.

Area 9, Mapbook Page 34: One parcel along Le Mire Ln drains >50% of area to RCWD but is close enough to remain in VLAWMO because both neighboring parcels are remaining in the VLAWMO and will result in a cleaner, less confusing boundary in the immediate area.

Area 10, Mapbook Page 37: Multiple parcels along the shoreline drain >50% area to VLAWMO but the lake itself is within the RCWD. It was determined to keep the parcels along the shoreline in the RCWD since a substantial (but not greater than 50%) portion of these parcels drains to the lake.

Area 11, Mapbook Page 39: Multiple parcels along Gisella Blvd E, west of Bellaire Ave drains >50% of area to RWMWD but is close enough to remain in RCWD because both neighboring parcels are remaining in the RCWD and will result in a cleaner, less confusing boundary in the immediate area.

SPECIAL CONSIDERATIONS

There are two locations in this proposed boundary revision that require special consideration:

- 1) The recommended boundary would result in the RCWD Board of Managers' primary meeting location (Shoreview City Hall) to be reassigned to the Ramsey Washington Metro Watershed District. If this were to occur, RCWD would no longer be able to utilize Shoreview City Hall as a meeting location.
- 2) If the hydrologic boundary were strictly followed in modifying the RCWD boundary, two new cities (Minneapolis and North Oaks) would be added to the RCWD, a new city (Roseville) to MWMO, and a new city (Shoreview) to VLAWMO. This may add additional logistical challenges for the respective Cities/WMOs that are proportionally significant to the relatively small number of parcels added/affected.

Due to the administrative burden of adding a new City to a WMO (and a new WMO to a City), the relatively few parcels that would be engaged, and comments from Cities/WMOs affected, we have removed any boundary changes that would add Minneapolis or North Oaks to RCWD, Roseville to MWMO, or Shoreview to VLAWMO. See *City/WMO Comments* below.

CITY / WMO COMMENTS

Comments were solicited and received from impacted watershed management organizations and cities on the draft legal boundary modification. Material sent for comment include an initial draft of this legal boundary review technical memorandum (dated January 20, 2023) and the draft legal boundary update mapbook. The following are comments and responses to those comments.

COMMENTS FROM WATERSHED MANAGEMENT ORGANIZATIONS

VLAWMO

Comments were received through a technical memorandum from Phil Belfiori and Brian Corcoran dated March 21, 2023.

Comment 1: Mapbook Page 24: See attached letter dated Jan 27, 2023. *Letter refers to VLAWMO not willing to add the City of Shoreview as a new city within their water management organization.*

Comment 3: Page 26: See attached letter dated Jan 27, 2023

Comment 2: Page 25: See attached letter dated Jan 27, 2023.

Response to Comments 1, 2, & 3: Recommended boundary has been modified to reflect no changes within the City of Shoreview

Comment 4: Mapbook Page 27: the “L” shaped parcel is >50% in VLAWMO and also includes regional drainage conveyance to Wilkinson Lake and therefore should remain in VLAWMO. This comment was also discussed with City of Lino Lakes Staff.

Response 4: HEI concurs as the parcel includes part of their drainage network. Recommended boundary has been revised to reflect no change with this parcel.

Comment 5: Page 28: Long parcel with SW corner touching Amelia Lake is pretty close to 50/50 and given that the lake is in VLAWMO should stay in VLAWMO. This comment was also discussed with City of Lino staff.

Response 5: HEI concurs as the parcel touches a lake draining to their watershed. Recommended boundary has been revised to reflect no change with this parcel.

Comment 6: Page 30: Per the comment made in SEH's April 12, 2022 memo (identified as VLAWMO Comment 8 in that memo), below is a follow-up comment from SEH:

"it appears that the culvert shown beneath 35E is flowing to the west. The boundary doesn't match this. RCWD's response did not specifically mention this culvert. I am unsure if this was taken into consideration for the boundary revisions or if there is additional information about the culvert that would suggest otherwise."

Response 6: HEI double checked hydrologic information (i.e., culvert information) and adjusted the boundary accordingly to match comment's description.

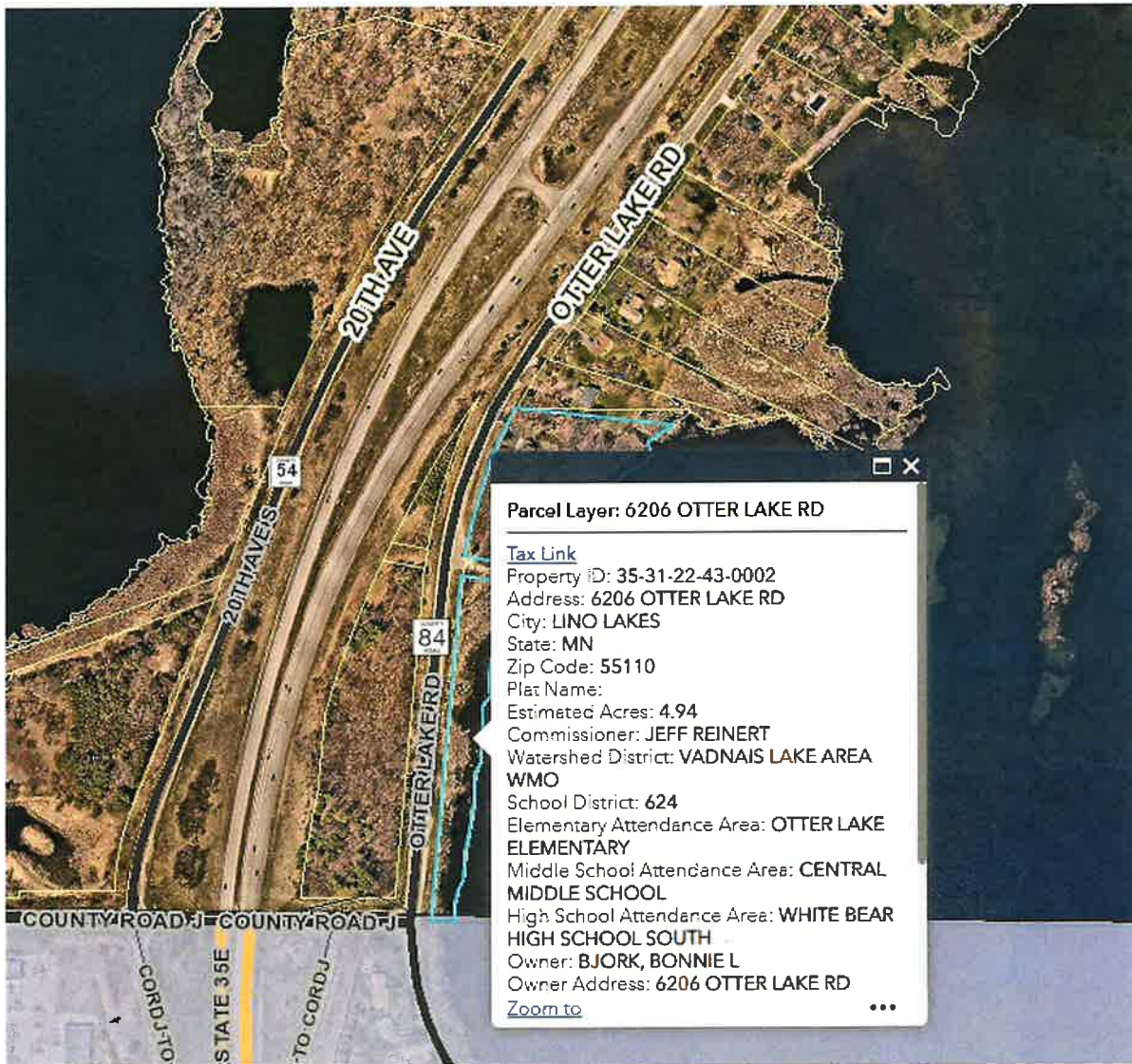
Comment 7: Page 32: VLAWMO engineer identified to staff that additional investigation on where the FES's are coming from is warranted in the drainage area of the square shaped MNDOT pond on the east side of the freeway.

Response 7: HEI Double checked hydrologic information (i.e., culvert information). Connection of the pond to the west side of the freeway could not be confirmed, so hydrologic boundary adjusted accordingly (removed square-shaped pond area) and the legal boundary adjusted to follow the freeway.

Comment 8: Page 37: Properties in circled area should be analyzed closer by RCWD and follow 50% rule.

Response 8: HEI double checked percentages and drainage and adjusted the boundary accordingly to match City of White Bear Lake's description (see City of WBL comments). In addition, the Boundary was also adjusted to remove riparian parcel, NW of circle area along WBL, errant parcel that was included but identified as not changing.

Comment 9: Comment provided via email from C. Nester (RCWD), dated May 31, 2023, relaying discussions with VLAWMO. Email read "See below from Phil at VLAWMO (image provided below). This comment relates to "Area 10" called out in the hydrologic boundary review memo and shown on page 38 of the hydrologic boundary review mapbook (I think that is what he is referring to as "the 2022 maps you sent out"). The Anoka County Parcel Viewer lists several of the parcels along both sides of Otter Lake Rd north of County Road J as in VLAWMO, but it looks like our legal boundary shows them within RCWD (see screenshot below). Can you investigate this?"

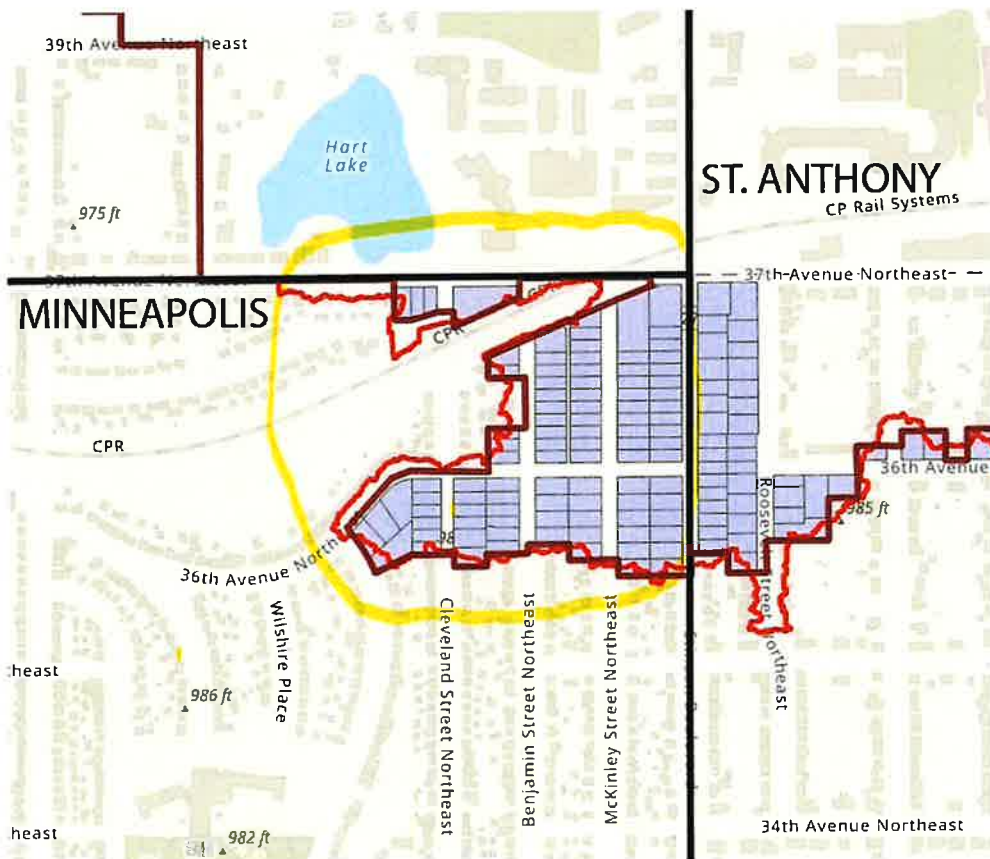


Response 9: Review of the area showed a few parcels where the watershed district was errant. The above parcel was added to the changing parcel list to transfer to RCWD, while the parcel just west, between I35 and CR84 was previously identified as a VLAWMO parcel in error but now will be in VLAWMO, so no change to the watershed is needed. The legal boundary was changed in the area to follow CR84 in the area (see page 31 of the mapbook).

MWMO

Comments received via email from Shawn James (MWMO), dated April 5, 2023.

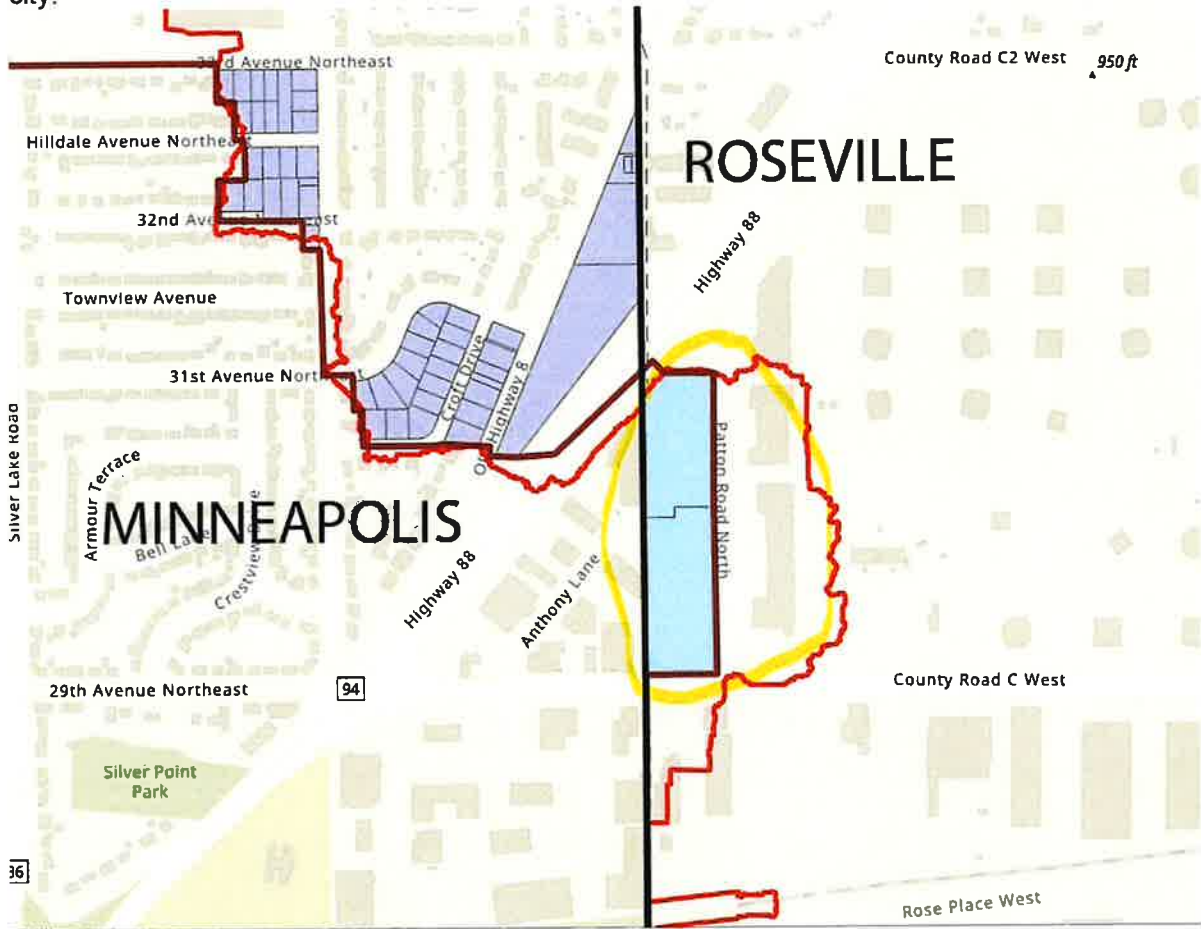
Comment 1: In the area shown on Page 5 of the Mapbook, we added city boundaries, as shown with the black line below. For the Minneapolis parcels circled by the highlighter, we agree that these parcels are outside of MWMO's hydrologic boundary. However, we are not opposed to retaining these parcels within the MWMO legal boundary if RCWD does not want to add Minneapolis as a new city within RCWD's boundaries. City of Minneapolis staff also brought this to our attention and expressed their interest in these parcels remaining in the MWMO boundary to prevent needing to dedicate a representative for such a small area. But we can definitely discuss this area further.



Response 1: Per City of Minneapolis request, the legal boundary was adjusted such that parcels in the City of Minneapolis remain in the MWMO.

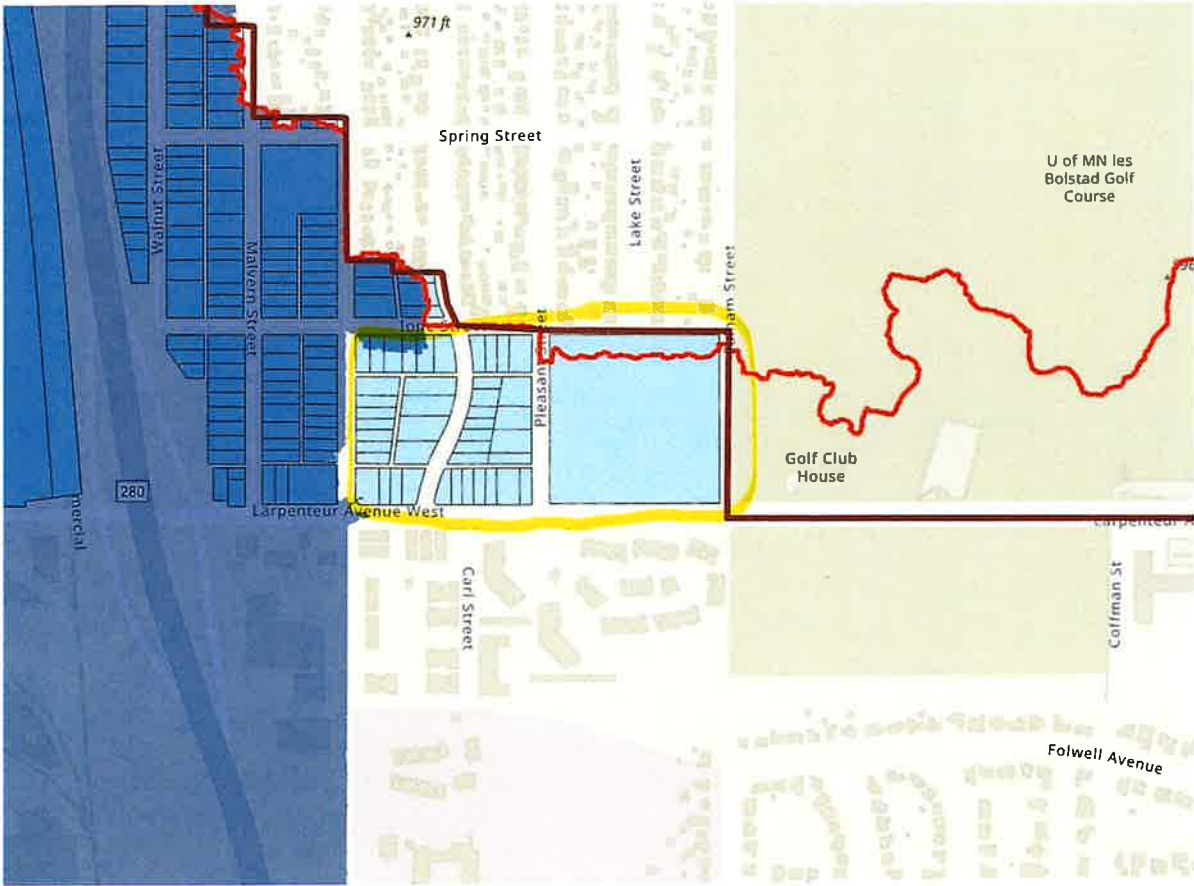
Comment 2: In the area shown on Page 7 of the Mapbook, the two Roseville parcels circled by highlighter below are within our hydrologic boundary. However, MWMO would like these to remain in the RCWD legal boundary for now since Roseville is not currently one of our member

cities, and the size of these parcels is not substantial enough to justify adding a new member city.



Response 2: The legal boundary has been modified such that parcels in the City of Roseville will remain in the RCWD.

Comment 3: In the area shown on Page 10 of the Mapbook, we added our hydrologic boundary shown in the darker transparent blue below. The parcels circled by highlighter are proposed as transferring to MWMO, but we believe they are outside of our hydrologic boundary and perhaps within Capitol Region WD's boundary. Please explain how you determined they should belong within MWMO's legal boundary.



Response 3: The relevant watershed organization was previously misidentified as MWMO and has been corrected to indicate CRWD.

CRWD

Comments received via email from N. Zwonitzer (CRWD), dated April 12, 2023.

Comment 1: We had a chance to review the proposed legal boundary changes and would like to call attention to one area on map book page 10. Based on a recent delineation for a project in the area, we think the group of parcels between Larpenteur, Eustis, Lone and Fulham should have CRWD identified as the new watershed (circled in yellow below, white boundaries are noted project catchment delineations). Can you please confirm if you/HEI agrees with this and provide an updated Table 1 from the memo? All other proposed changes to RCWD/CRWD boundary look good.



Response 1: The relevant watershed organization was previously misidentified as MWMO and has been corrected to indicate CRWD.

RCWD

Comments received via email from A. Ricci (RCWD), dated March 16, 2023.

Comment 1: In the HEI Tech memo, page 5, Area 10 is described as flowing into RWMWD, but I think that's supposed to be VLAWMO.

Response 1: Corrected in this TM.

Comment 2: For the proposed changes to remove from RCWD and add to VLAWMO: How is the property adjacent to the lake not draining into the lake? There's no sheet flow connection to the west because there's multiple roads with curb and gutter dividing the two lakes. Is it storm sewer? Does it matter? Idk. Just thought it looked odd.

Response 2: Parcel was included in error. Parcel is a riparian parcel on White Bear Lake and was included in mapbook in error. Parcel is wholly within the RCWD. Not change was made to proposed legal boundary.

COMMENTS FROM IMPACTED CITIES

City of White Bear Lake

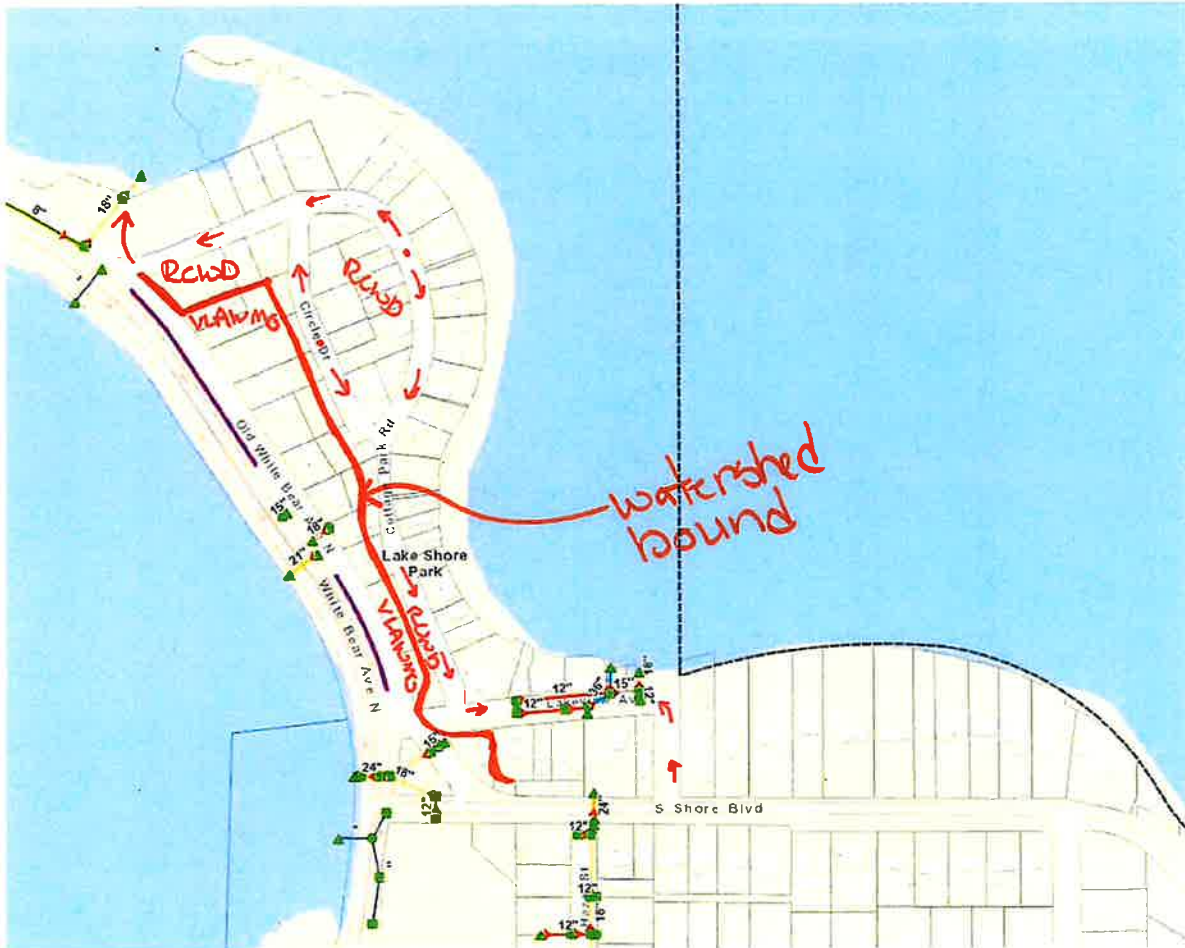
Comments received via email from C. Taillon (City of White Bear Lakes), dated April 10, 2023

Comment 1: The first is the blue highlighted area on sheet 36. This area is most likely in VLAWMO – see attached storm sewer map for details ('sheet 36.jpg').



Response 1: Hydrologic boundary has been adjusted to reflect storm sewers in parking lot, southwest of Hwy 61 and 4th St interchange and adjusted parcels accordingly. Stormwater from this area flows west to vault under parking lot in VLAWMO. The legal boundary was reverted to its original boundary along US 61, following the hydrologic boundary.

Comment 2: Also, much of the Cottage Park neighborhood on sheet 37 that is highlighted in orange is part of RCWD – see ‘sheet 37.pdf’ for information.



Response 2: HEI reviewed LiDAR data and local imagery and determined the revised hydrologic boundary as shown in above image. Hydrologic and legal boundaries have been updated accordingly.

City of Lino Lakes

Comments received via email from M. Grochala (City of Lino Lake), dated April 3, 2023, with Lino Recommendations Mapbook_20230403.pdf attachment.

Comment 1: Parcel 34-31-22-14-0001 - The hydrologic boundary traverses the parcel in multiple locations. It appears that the area of the parcels within each jurisdiction is nearly even. Given that the parcel physically abuts Amelia Lake we recommend this parcel remain in VLAWMO.

Response 1: HEI concurs that VLAWMO retains this parcel because it touches a lake draining to their watershed. Recommended boundary has been modified accordingly.

Comment 2: Parcel 34-31-22-420005 - The hydrologic boundary splits the parcel however it appears that a majority of the parcel area falls with VLAWMO. Additionally, the drainage outlet flowing from Amelia Lake to Wilkinson Lake runs through the east side of the parcel. VLAWMO recently completed a water quality project on the pond in the southeast corner of the parcel. The City recommends this parcel remain within VLAWMO. If changed, consideration should also be given to maintaining the existing boundary along parcels 34-31-22-42-0004 and 34-31-22-24-0003.

Response 2: HEI concurs that that VLAWMO retains this parcel because it includes part of their drainage network. Recommended boundary has been modified accordingly.

City of Lauderdale

Comments received via email from H. Butkowski (City of Lauderdale), dated April 3, 2023.

Comment 1: The proposed legal boundary through Lauderdale cuts through and dissects several blocks. While most of the proposed boundary runs through existing residential areas, the city has concerns about potential redevelopment and street reconstruction projects and the complexity of determining which watershed district's rules apply to certain parts of the projects. The city requests that boundaries be the midpoints of street rights-of-way so that whole blocks are in the same watershed district. The city understands that when boundaries are along roads that each half of the road will be in two different watersheds but feels this is a more straightforward way to regulate than the proposed approach.

Response 1: Recommended legal boundary was adjusted to preserve whole blocks within the same WMO as requested.

Comment 2: The city also requests that RCWD honor any outstanding permits with properties that will be switching to MWMO jurisdiction through the completion and closeout of those permits to eliminate issue with passing off permitting authority of an existing permit.

Response 2: Noted. This is consistent with prior RCWD practice in addressing parcels that change jurisdiction.

City of Roseville

Comments received via email from R. Johnson (City of Roseville) dated 03/09/23.

Comment 1: The proposed changes within the City of Roseville look appropriate and I don't have any comments.

Response 1: No action needed.

Comment 2: The proposed changes within the City of Falcon Heights also look appropriate and I don't have any comments at this time. I would appreciate a chance to review the boundary change as it relates to Area 1 (map book page 11) and the parcel split between the U of M and Falcon Heights when it becomes official.

Response 2: At the time of comments being addressed and the draft petition being drafted, the parcel change was not included in the county's parcel data layer. The parcel layer will be updated with the most recent parcel GIS layer when petition is finalized, before submitting to BWSR, and the parcel split incorporated into the mapbook and petition. The parcel split will result in the northern parcel being assigned to RCWD and the southern parcel assigned to CRWD, conforming to the >50% area rule.

White Bear Township

Comments received via email from D. Reed (White Bear Township), dated May 16, 2023.

Comment 1: In general, I don't see any issues with the changes transferring RCWD to/from VLAWMO, it will be going the new map to make sure where the watershed jurisdictional lines during either a street improvement project or in a case of property redevelopment. In some changes it makes this easier to determine, in others it makes it more difficult. A good example, of a more difficult one, is the upcoming County Road J/35E project which will involve both RCWD and VLAWMO. Maybe Ramsey County has already commented on this?

Response 1: Email response from C. Nester reads: "Thank you for the feedback—I checked with our Permit Coordinator Patrick Hughes who is aware of the upcoming County Road J/35E project. He acknowledged that it's already somewhat of a challenging situation with the different agencies regulating the project, but he didn't think that a boundary change would further complicate things for this project. We did not request comments from Ramsey County or the other affected counties on the recommended changes as only affected cities/townships and watershed management organizations need to concur with any changes."

Comment 2: There may be an issue with map 38 showing the Township boundary extending into the City at points along the west side of Bellaire Avenue, north of County Road F to South Shore Boulevard and map 39 showing the Township's boundary extending south of Cedar Avenue on the east side of Bellaire Avenue. I don't believe that either is correct?

Response 2: City boundaries were updated to reflect the most recent city boundaries (GIS data downloaded from the MN GIS Clearinghouse on 11/21/2023, <https://gisdata.mn.gov/dataset/us-mn-state-metc-bdry-metro-counties-and-ctus>)

City of Minneapolis

Comments received via email from L. Stout (City of Minneapolis), dated May 15, 2023.

Comment 1: I will confirm that it is the city's desire **not** to change the boundary between Rice Creek Watershed District (RCWD) and Mississippi Watershed Management Organization (MWMO) within Minneapolis.

Response 1: Per City of Minneapolis' request, the legal boundary was adjusted such that parcels in the City of Minneapolis remain in the MWMO.

City of Saint Anthony

Comments received via email from J. Messner (WSB Engineering), dated May 15, 2023.

Comment 1: I have reviewed to proposed revisions to St. Anthony's boundary and have no additional comments.

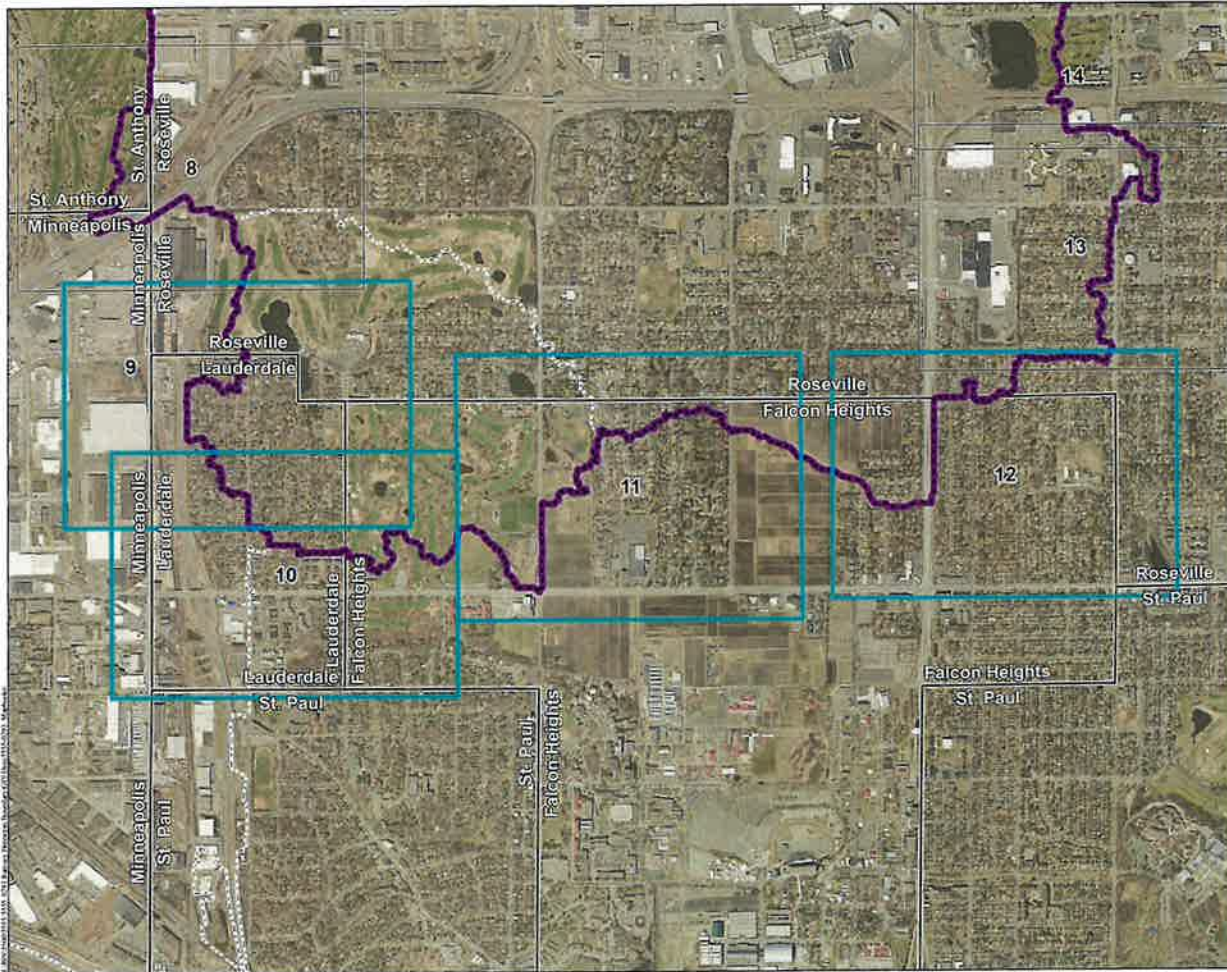
Response 1: Noted, no action required.

City of Shoreview

No written comments submitted from the City of Shoreview, but their position is consistent with VLAWMOs in that they do not want any Shoreview parcels transferred to VLAWMO per phone conversation with M. Maloney (City of Shoreview) on January 30, 2023.

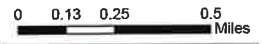
NEXT STEPS

The District has reached concurrence with the neighboring WMOs regarding the hydrologic boundary within Ramsey, Hennepin, and Anoka Counties and has adjusted the proposed legal boundary per comments received from the WMOs and Cities. The RCWD intends to initiate the boundary change process under MS 103B.215, which includes written statement of concurrence from each underlying city and affected WMO, and a petition to BWSR. This eventually will result in an update to Ramsey, Hennepin, and Anoka Counties' tax assignments to reflect enacted changes.



Legal Boundary Review

- Surrounding WMO
- Hydrologic Boundaries
- RCWD Hydrologic Boundary
- County Boundary
- City Boundaries



Legal Boundary Review - Page 1 of 41

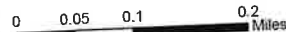
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Legal Boundary Review

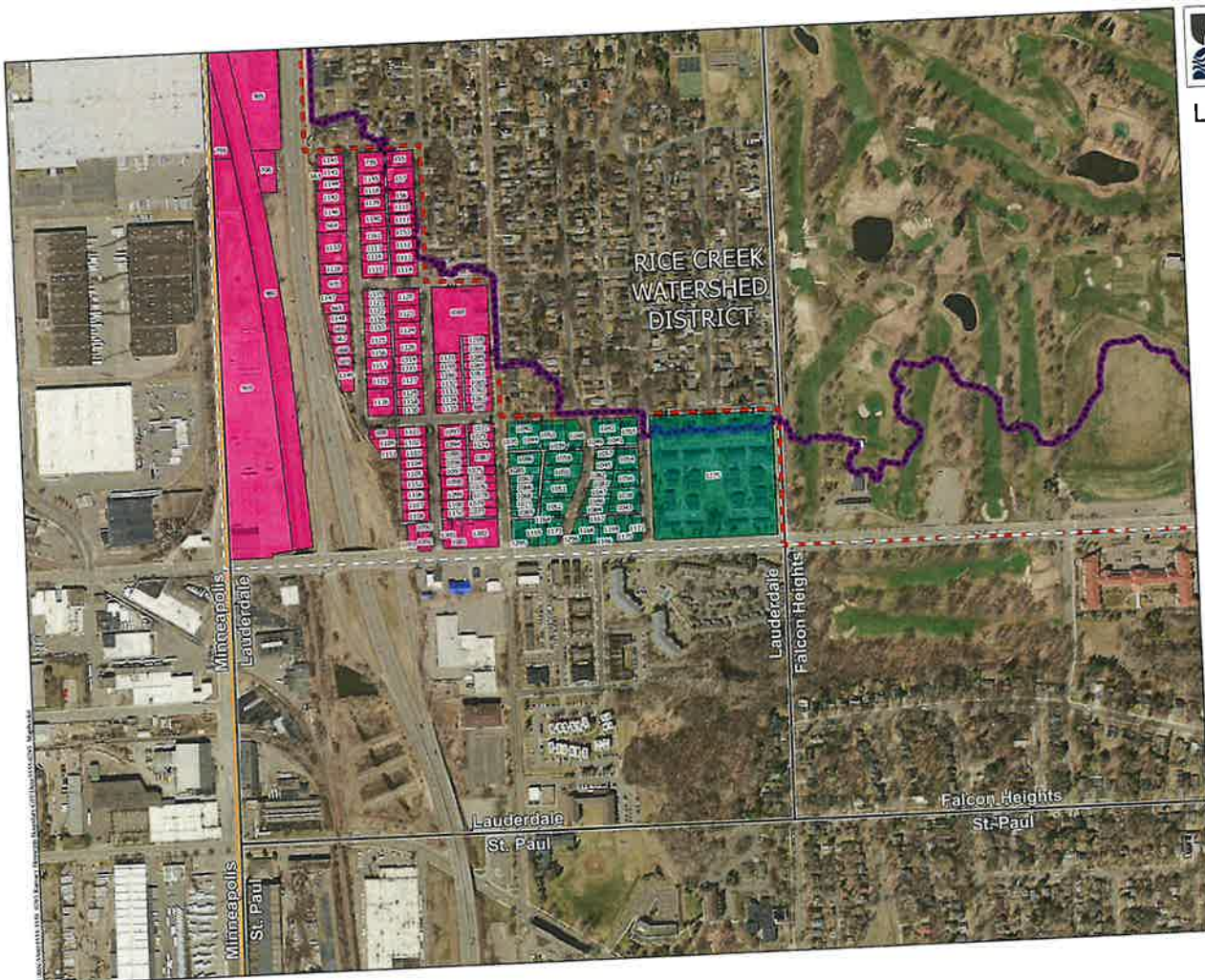
- Areas Called Out in Memo
- RCWD Hydrologic Boundary
- Current RCWD Legal Boundary
- Recommended RCWD Legal Boundary
- City Boundaries
- County Boundary
- New Watershed
- cRWD
- MWMO



Legal Boundary Review Page 9 of 41

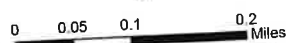
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Legal Boundary Review

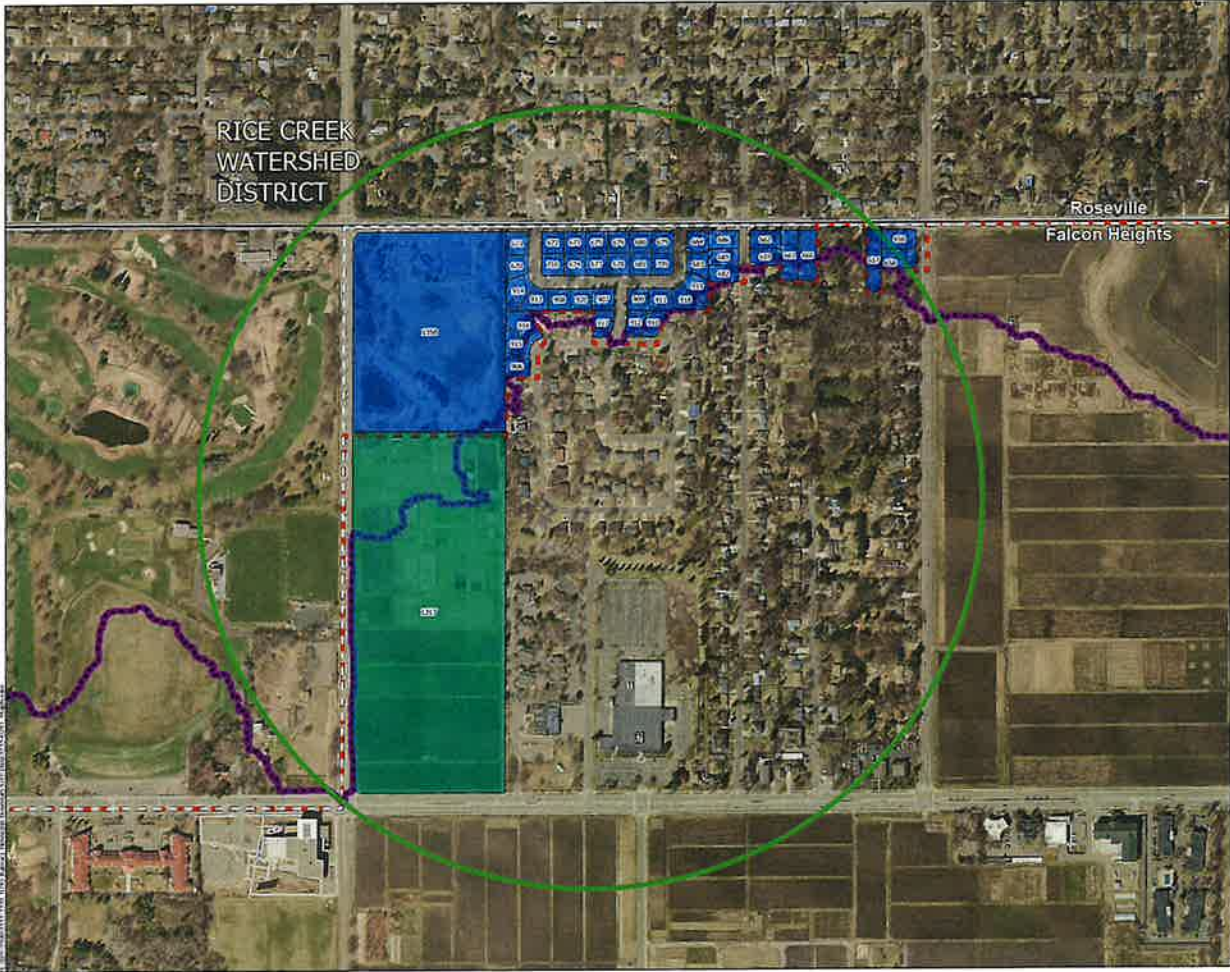
- Areas Called Out in Memo
- RCWD Hydrologic Boundary
- Current RCWD Legal Boundary
- Recommended RCWD Legal Boundary
- City Boundaries
- County Boundary
- New Watershed**
- RCWD
- MWMD



Legal Boundary Review Page 10 of 41

Scale 1" = 100'	Drawn by [Name]	Checked by [Name]	Printed by [Name]	Date 1/10/2014	Sheet 10 of 41
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Legal Boundary Review

Areas Called Out in Memo

- RCWD Hydrologic Boundary
- Current RCWD Legal Boundary
- Recommended RCWD Legal Boundary
- City Boundaries
- County Boundary

New Watershed

- RCWD
- CRWD



Legal Boundary Review Page 11 of 41

Scale	Drawn by	Checked by	Project No.	Date	Sheet
1" = 100'	smk	CCD	1408-0001	10/2/2016	11 of 41

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Legal Boundary Review

- Areas Called Out in Memo
- RCWD Hydraulic Boundary
- Current RCWD Legal Boundary
- Recommended RCWD Legal Boundary
- City Boundaries
- County Boundary
- New Watershed**
 - RCWD
 - OWD



Legal Boundary Review Page 12 of 41

Scale 1:4,000	Urban by 2016	Checked by CDD	Printed No Date/Time	Date 1/20/16	Sheet 12 of 41
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Falcon Heights-Changing Parcel List

PIN	Owner	Address	City	Old District	New District	Reasoning	Mapbook Page	Map ID
162923410024	GUANG JIAN WANG	1616 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	164
162923410026	GUANGJIAN WANG	1616 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	165
162923440009	ANNE RENEE STUTSMAN TR	1653 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	166
162923440006	RICHARD LASZEWSKI	1615 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	171
162923440008	BRUCE F WAGAR	1643 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	172
162923410027	JAMES M BORGERDING	1646 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	173
162923440007	JOLEEN HADDRICH	1633 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	198
162923410025	DAVID R STEWART	1626 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	199
162923310013	DEMETRIO GUEVARA	1911 FAIRVIEW AVE N	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	656
162923310014	GREGORY GILLISPIE	1840 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	657
162923310012	CHARLES KERSEY	1905 FAIRVIEW AVE N	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	658
162923310042	JENNIFER MILBACHER	1906 TATUM ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	659
162923310017	SOPHIA THUY NGO	1870 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	660
162923310018	JANE M AUGER	1880 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	661
162923310043	JAMES C LAI	1901 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	662
162923320014	JOSEPH J ARTZ	1994 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	670
162923320015	DOUGLAS E WOLFE	1998 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	671
162923320004	JEFFREY J SIEM	1997 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	672
162923320003	AMBER E GEHLER	1966 ROSELAWN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	673
162923320006	ANTOINETTE J WILLIAMS TR	1965 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	674
162923320002	SCOTT B PIKE	1958 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	675
162923320001	AJ LINH LI TR	1948 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	676
162923320007	JOEL RICHARD TURBES	1957 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	677
162923320008	1947 AUTUMN LLC	1947 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	678
162923310075	RACHEL CLAIRE BROWN	1915 PRIOR AVE N	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	679
162923310076	DAVID J WHITE	1938 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	680
162923310077	CECIL G HARD	1937 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	681
162923310046	GARY L MALZER	1903 TATUM ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	682
162923310073	JOANNE M SUNDERLAND	1906 PRIOR AVE N	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	683
162923310074	KATIE CLAPP	1916 PRIOR AVE N	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	684
162923310045	JONATHAN M KEOGH	1905 TATUM ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	685
162923310044	RUTH E MARSTON TR	1920 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	686
162923410023	JAMES C BETZ TR	1607 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	707
162923410028	MELISSA M STONE	1656 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	708
162923310078	ELI EGGEN	1927 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	709
162923320005	BAO VANG	1975 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	710
162923320022	RONALD B EISCHEN	1861 MOORE ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	906
162923320009	FLORENCE GLEASON TR	1954 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	907
162923320011	ERIN M WILLIAMS	1974 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	908
162923310069	PAUL A GRIGNON	1938 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	909
162923310067	ROBERT W TENNYSON	1935 SUMMER ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	910
162923310070	MARY C BEATTIE	1930 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	911
162923310068	SETH R BAKER TR	1941 SUMMER ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	912
162923320012	DANIEL E STOWER	1980 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	913
162923320013	DANIEL JARL	1984 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	914
162923320023	MARTIN T AMMANN	1869 MOORE ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	915
162923320024	DAVID KAISER	1981 SUMMER ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	916
162923320028	DAVID LAWRENCE PALMER	1953 SUMMER ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	917
162923310071	MARK MALONEY	1922 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	918
162923310072	MARTIN R MCCLEERY TR	1918 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	919
162923320010	BARBARA S HARTWICK	1964 AUTUMN ST	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	11	920
162923440004	GALEN L ERICKSON	1618 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	921

Falcon Heights-Changing Parcel List

162923410016	TREVOR S HOLMES	1635 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	922
162923410018	OMAR ABDEL AL MAHMOUD ZIDAN	1615 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	923
162923410013	MICHAEL T BENDZICK	1665 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	924
162923410017	CYNTHIA A VERHEY	1625 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	925
162923410014	DENISE M KING	1655 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	926
162923410020	LOUISA H HOLLINSHEAD	1603 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1304
162923410021	HOWARD B FRENCH	1597 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1305
162923410022	MARK JUSTIN NELSON	1591 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1306
162923440001	MARY ANDERS MORRIS	1592 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1307
162923410015	MARLENE J LOKEN	1645 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1308
162923440005	JOSEPH E HOWARD	1628 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1309
162923440003	ALEXANDER OSTRER	1610 MAPLE KNOLL DR	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1310
162923410019	KELLY NYE LENGEMAN	1609 GARDEN AVE	Falcon Heights	Capitol Region WSD	Rice Creek WSD	>50% drains to RCWD, hydro boundary change	12	1311
162923320060	REGENTS OF THE U OF M	CLEVELAND AVE N	Falcon Heights	Capitol Region WSD	Capitol Region WSD	Parcel split, remains in CRWD	11	1317
162923320059	CITY OF FALCON HEIGHTS	2050 ROSELAWN AVE W	Falcon Heights	Capitol Region WSD	Rice Creek WSD	Parcel split, >50% drains to RCWD	11	1358



CITY OF FALCON HEIGHTS

2077 Larpenteur Avenue W
Falcon Heights, MN 55113

THE CITY THAT SOARS!

P: 651-792-7600
F: 651-792-7610

6/21/2024

Rice Creek Watershed District
ATTN: Nick Tomczik
4325 Pheasant Ridge Dr NE, Suite 611
Blaine, MN 55449

Re: Petition for Boundary Change, Rice Creek Watershed District: Letter of Concurrence

Dear Mr. Tomczik,

The City Council of the City of Falcon Heights, Minnesota has reviewed and considered the proposal to change the common boundary between the Rice Creek Watershed District and Capitol Region Watershed District. Pursuant to Resolution #24-39, the City Council of the City of Falcon Heights, Minnesota authorized concurrence with the proposed petition to change the common boundary between the Rice Creek Watershed District and Capitol Region Watershed District.

Your point of contact regarding this concurrence is City Administrator, Jack Linehan, of the City of Falcon Heights at 651-792-7611, 2077 Larpenteur Ave. W., Falcon Heights, MN 55113.

Sincerely,

Mayor, Randy Gustafson

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 26, 2024

No. 24-39

**RESOLUTION APPROVING LETTER OF CONCURRENCE FOR WATERSHED
DISTRICT BOUNDARY CHANGE/ADJUSTMENT**

WHEREAS, Rice Creek Watershed District (“RCWD”) has analyzed and identified certain discrepancies in the common boundary between the Capitol Region Watershed District (“CRWD”) and the RCWD. The discrepancies arise because of differences between the boundaries as established by State order and the hydrologic boundaries as determined by modern mapping information; and

WHEREAS, RCWD has developed a revised boundary for inclusion in a petition to the Board of Water and Soil Resources for boundary change; and

WHEREAS, RCWD has presented the revised boundary for consideration by the City of Falcon Heights;

WHEREAS, the RCWD Engineer has prepared a revised watershed district boundary map and affected parcel listing (*see attachment*) which have been considered by the City of Falcon Heights; and

WHEREAS, Minnesota Statute 103B.215, requires a petition for boundary change to be accompanied by a written statement of concurrence in the petition from the governing body of each statutory or home rule charter city and town and each watershed management organization having jurisdiction over the territory proposed to be added or transferred;

WHEREAS, RCWD has requested concurrence from City of Falcon Heights in the proposed boundary change and in the filing of a petition for boundary change with the Board of Water and Soil Resources that reflects the boundary changes described in the attached map and parcel listing.

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

The City of Falcon Heights in accordance with Minnesota Statute 103B.215, concurs with the proposed boundary changes found in the attached map and parcel listing, and authorizes its municipal authority to execute the attached concurrence letter for inclusion with the RCWD petition to the Board of Water and Soil Resources for boundary change.

ADOPTED by the Falcon Heights City Council this 26th day of June 2024

Moved by:

Approved by: _____

Randy Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WASSENBERG
MIELKE

Attested by: _____

Jack Linehan
City Administrator