



Title: Award Contract for Tree Removal at the Minnehaha Preserve

Resolution number: 24-061

Prepared by: Name: Gabriel Sherman, Planner-Project Manager
Phone: 952-641-4510
gsherman@minnehahacreek.org

Reviewed by: Name/Title: Michael Hayman, Project Planning Director

Recommended action: Award a contract to Precision Landscape & Tree for the removal of downed trees at the Minnehaha Preserve

Schedule: Fall 2024 – Mobilization and removal of downed trees

Budget considerations: Fund name and code: Project Maintenance & Land Management, 2003
Fund budget: \$689,926
Expenditures to date: \$310,986
Requested amount of funding: \$26,377 (\$23,979 base + 10% contingency)

Past Board action:

Res # 11-106	Minnehaha Creek Restoration (Reach 20) Project Ordering and Authorization to Solicit Proposals for Engineering and Construction Oversight Services
Res # 11-115	Authorization to Execute Contract with Interfluve Inc. for Design and Construction Oversight Services for Reach 20 Capital Improvement Project
Res # 10-072	Approval of Reach 20 Final Design and Authorization to Solicit Construction Bids
Res # 12-097	Minnehaha Creek Restoration – Reach 20, Authorization to Award Bid for Construction
Res # 13-074	Authorization to Enter into Project Agreement with St. Louis Park and Execute Bid Alternate for Minnehaha Creek Restoration—Trails
Res # 17-028	Approval of Minnehaha Preserve Operations and Maintenance Plan

Summary:

Minnehaha Creek Preserve Background

The Minnehaha Creek Preserve is a network of bituminous and boardwalk trails along Minnehaha Creek, situated in the Minnehaha Creek Greenway between Methodist Hospital and the Southwest Light Rail Transit corridor. Opened in 2015, the Minnehaha Preserve Restoration Project (formerly Minnehaha Creek Reach 20) was designed and constructed through a partnership between Minnehaha Creek Watershed District (MCWD) and the City of St. Louis Park (City). In March 2017, the City and MCWD formalized maintenance obligations for the Preserve through the Minnehaha Preserve Restoration Project (Minnehaha Creek Reach 20) Operations and Maintenance Plan (see attached).

Removal of Downed Trees

On August 29, 2024, MCWD staff was notified by City staff that a large cottonwood in the Preserve had toppled, likely during a recent storm, landing across Minnehaha Creek and ripping up a portion of the bituminous trail. While the trail is still passable on foot, it is not currently meeting ADA standards and further erosion could pose a safety issue as the remaining pavement is undercut. Removal of the downed tree is necessary before any trail repairs can be undertaken. Two stems of another cottonwood several hundred feet upstream also broke and fell across Minnehaha Creek. MCWD and the City have both received messages from residents about the damage.

The Operations and Maintenance Plan does not explicitly address trees that have already fallen, but it assigns responsibility for the removal of trees/limbs capable of falling onto the trail to MCWD. Based on its experience with tree contractors operating within St. Louis Park, the City has been assisting MCWD in soliciting quotes for the removal, and will continue to help coordinate the work, including temporary trail closures and administering the removal contract. To reduce costs, the City is allowing the use of its trail to remove the tree overland rather than requiring the use of a crane and is allowing disposal of the trees at a nearby City-owned facility at no cost.

The City solicited quotes from three contractors, two of which submitted estimates and one of which declined to provide a quote for the work. Of the two estimates received, Precision Landscape & Tree (Precision) submitted the low quote by a significant margin. Precision will remove the large cottonwood and the two broken stems of the second cottonwood by cutting the downed wood into manageable pieces, dragging them out of the creek, and removing the trees and associated large debris with a skidsteer along the trail. The stump will be cut as low to the ground as possible.

Next Steps

MCWD and City staff will coordinate contracting, invoicing, and removal and disposal of the downed trees. This work includes only removal of the trees; the damaged trail and any damage to the streambank caused by the trees or their removal by Precision will need to be addressed later through separate processes. The Operations and Maintenance Plan assigns responsibility for the bituminous trail to the City, while the streambank is the responsibility of MCWD.

November 7, 2024 MCWD Board of Managers Meeting

At the November 7, 2024 MCWD Board of Managers meeting, MCWD staff will present an overview of the locations of the downed trees in the Preserve and the extent of the damage, as well as the relevant portions of the Operations and Maintenance Plan governing removal of the trees and repair of the trail and streambank. MCWD staff recommends that the Board authorize the District Administrator to approve payment to Precision, or reimbursement of St. Louis Park, for tree removal services provided by Precision in an amount not to exceed \$23,979, and authorize the Administrator to issue change orders in the amount of 10% of the contract value.

Supporting documents:

- Precision Landscape & Tree Proposal
- Minnehaha Preserve Restoration Project (Minnehaha Creek Reach 20) Operations and Maintenance Plan, March 2017
- Photograph of downed cottonwood (10/30/24)



RESOLUTION

Resolution number: 24-061

Title: Award Contract for Tree Removal at the Minnehaha Preserve

- WHEREAS the Minnehaha Creek Watershed District (MCWD) engages in regional capital improvement projects as described in its Water Resources Management Plan and in 2013-2014 constructed the Minnehaha Preserve project ("Project") on the Minnehaha Greenway in St. Louis Park;
- WHEREAS these facilities require routine inspection and regular maintenance to continue functioning as designed, to limit loss of public use and to prevent safety hazard in areas with public access;
- WHEREAS MCWD entered into a cooperative agreement with the City of St. Louis Park to maintain the Project, and the cooperative agreement as well as the 2017 Operations and Maintenance Plan assign specific maintenance responsibility and frequency of inspection and maintenance to each entity;
- WHEREAS the Project Maintenance and Land Management (PMLM) Program annually budgets for, inspects, and maintains MCWD projects, infrastructure, and lands;
- WHEREAS through the PMLM Manual, regular maintenance is guided by inspection of specific project elements and annualized cost associated with this maintenance is budgeted through the annual PMLM budget process;
- WHEREAS on August 29, 2024, MCWD staff was notified by City staff that a large cottonwood located in the Preserve had fallen across Minnehaha Creek and torn up a section of the bituminous trail, likely as the result of a storm event;
- WHEREAS the damaged trail is no longer ADA-compliant and further erosion of the damaged section could begin to pose a safety issue to users, and removal of the downed tree is necessary for any trail repairs to be undertaken;
- WHEREAS two large stems of another cottonwood in the Preserve also fell across Minnehaha Creek, likely during the same storm event;
- WHEREAS the 2017 Operations and Maintenance Plan assigns responsibility for removal of trees/limbs capable of falling onto the trail to MCWD;
- WHEREAS the City solicited three quotes for tree removal on behalf of MCWD and received quotes from two tree removal contractors willing to undertake the work;
- WHEREAS Precision Landscape & Trees's quote was the low quote by a significant margin;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes the District Administrator to approve payment to Precision Landscape & Tree, or reimbursement of the City of St. Louis Park, for tree removal services in an amount not to exceed \$23,979, and authorizes the Administrator to issue change orders in the amount of 10% of the contract value.

Resolution Number 24-061 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 11/7/24

_____ Date: _____

Secretary

DRAFT

Fallen Cottonwoods- Revised

Tuesday, October 8, 2024

City of St. Louis Park
Municipal Service Center, Mike Bahe
7305 Oxford Street
St. Louis Park, MN 55426
Phone: 952-228-7584
Email: LPorter@stlouispark.org

Estimator: Jake Sandquist

Worksite: 7305 Oxford Street
St. Louis Park, MN 55426

All work is done in accordance to ANSI tree care standards.

#	Item	Description	Qty	Cost	Initial
---	------	-------------	-----	------	---------

1	Cottonwood	Tree Removal	0	\$23,979.00	
---	------------	---------------------	---	--------------------	--



fallen Cottonwood trees (1 uprooted and 2 broken
stumps) in creek as shown on map

- Trees will be chunked up and drug out of creek with chains or ropes as needed
- All large debris will be removed from creek. Small sticks and branches not visible or accessible will be left in creek. Additionally, any material stuck in mud will be left as is and cut as low as possible without damaging equipment.
- Material will then be exported with skidsteer along trail to Louisiana
- Loader truck will pull onto sidewalk along Louisiana (Southbound) to load material. Sidewalk and bike path will be blocked.
- Stump will be cut as low to dirt as possible. Uprooted stump will be left on site, as is.
- PLT not responsible for restoration to shore, bank, or vegetation that is damaged during removal.
- **City is to assist in shutting down walking path and sidewalk during work**
- **Price reflects PLT dumping material at St. Louis Park disposal site on Cedar Lk Rd at no charge to PLT**

Subtotal: \$23,979.00

Tax: \$0.00

Section Total: \$23,979.00



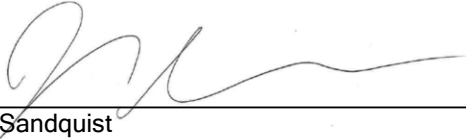
Any and All private lines ran underground are the responsibility of the home owner to have marked, flagged, & mapped out. Any damage caused to unmarked lines are not the responsibility of Precision Landscape and Tree.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Subtotal: \$23,979.00
Tax: \$0.00
Total: **\$23,979.00**

Signature

Date



Jake Sandquist

10/08/2024
Date



*Our arborists are always ISA certified:
Josh Hielsberg Certification # MN4556A*



PRECISION LANDSCAPE AND TREE TERMS AND CONDITIONS

It is agreed by and between PLT and the authorizing party(customer and/or customers agent) that the following provisions are made as part of this contract:

Insurance:

PLT warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers Compensation as required by law. Certificates of coverage available upon request.

Cancellations: Cancellation fee: PLT kindly request that the authorizing party provides PLT 24 hours advanced notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150 for incurred expenses.

Completion of contract: PLT agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Tree ownership: The authorizing party warrants that all trees listed are located on the customer's property and, if not, that the authorizing party has received full permission from the owner to allow PLT to perform the specified work. Should any tree be mistakenly identified as to ownership, The customer agrees to indemnify PLT for any damages or costs incurred from the result thereof.

Safety: PLT warrants that all arboriculture operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboriculture operations unless authorized by the crew leader on site. If you need to get the attention of the crew, stay out of the work zone until you make eye contact and are summoned to him/her.

Power Drop: A power drop is the disconnection of the power to a building by XCEL Energy. A power drop will be scheduled by PLT for the safety of the crew if the work specified is near, in or on a power line. Once the work is completed PLT will call XCEL Energy to have the power reconnected. There are no charges associated with power drops. Communication Line Drops(Com drops): A com drop is the disconnection of the communication lines to the building. A com drop will be done by the PLT crew when they arrive on site to complete the contracted work if the work specified is near, in or on a com line.

Safety Zone Clearance: Is a clearance from tri-phase power lines contracted out by XCEL Energy for the safety of crew members. If deemed necessary PLT will schedule one.

Definitions of terms in contract(via ANSI A300 Tree Care Definitions):

Clean: Selective pruning to remove one or more of the following non-beneficial parts: dead, diseased, and/or broken branches. Unless noted otherwise on this proposal, all cleaning will be of branches 2 inch diameter or greater throughout the crown.

Crown: The upper portion of the tree including all branches and foliage, measured from the lowest branch on the trunk to the top of the tree.

Leader: A dominant or co-dominant, typically upright stem - usually the main trunk.

Raise: Selective pruning to provide vertical clearance.

Reduce: Selective pruning to decrease height and/or spread by removing branches.

Restore: Selective Pruning to redevelop structure, form, and appearance of trees that have been severely topped, vandalized, or damaged.

Thin: Selective pruning to reduce density of live branches, usually by removing entire branches.

Vista Pruning: Selective pruning using one or more pruning methods to allow a specific line of site. Usually creating a "window view" through the tree's crown.

Stump removal: Unless specified in the estimate, stump removal is not included in the price quoted. Surface and Subsurface roots beyond the mound of the stump are not removed unless specified in the estimate(PLT is not responsible for shoots that may grow from these roots.)

Line marking for Stumps: PLT will call 411 for getting underground gas, electric and city water lines. Any private lines(sprinkler, dog fencing, private electric lines, etc) are the responsibility of the authorizing party to have marked or removed. PLT is not responsible for any damages as a result of the authorizing party to have them marked.

Unforeseen Circumstances: This contract is an estimated cost of the work to be completed on this proposal, PLT may add additional costs without notifying the authorized party's. Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or accused by previously unknown foreign material in the trunk, the branches, underground or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis(\$500/hr per 3 man crew + fees for material disposal).

Winter work: Winter work is considered work completed through months November to March, this, of course, is dependent on weather/ground conditions. If you are concerned about yard damage we recommend that you try to remove snow from the areas that will be worked on in the coming winter. Snow is an insulator and keeps the ground from freezing.

All areas that tree work is to be completed in **will be snow blown** to make clean up easier for the crew.

*When the snow melts in the spring the remaining debris is the responsibility of the homeowner to have cleaned up. **Clean Up:** Clean up includes the removal of wood, brush, and clippings as well as raking the area affected by the specified work, unless noted otherwise on the proposal.

Lawn Repair: PLT will attempt to minimize disturbances to the customers lawn. Minor damages should be expected, including divots and grass damage. Lawn repairs are not included in the contract price, unless noted specifically on the proposal.

Terms of Payment: Unless otherwise noted in the proposal, the customer agrees to pay the amount in full on receipt of the invoice. After 30 days a finance charge of **1.5% per month** will be assessed.

Returned Check Fee: There will be a \$30 fee charged for all checks returned to our office for non-sufficient funds.

Signature

Date



*Our arborists are always ISA certified:
Josh Hielsberg Certification # MN4556A*



CITY OF ST. LOUIS PARK



Minnehaha Preserve Restoration Project

(Minnehaha Creek Reach 20)

Operations and Maintenance Plan

March 2017



Photo Courtesy of Erdahl Photos

EXECUTIVE SUMMARY

The Minnehaha Preserve Restoration project, also known as the Reach 20 Streambank Restoration on Minnehaha Creek, includes nearly one mile of re-meandered Minnehaha Creek stream channel and approximately 30 acres of wetland and upland habitat. The project is comprised of the re-meandered stream channel through historic floodplain wetlands; associated wetland and upland restoration; stormwater facilities that treat direct discharges of urban stormwater; and public trail system; all of which have been designed to advance water quality goals, improve wildlife habitat, and allow better public access. The various elements of this project require regular and long-term maintenance to sustain their function. To ensure that maintenance roles and responsibilities are clearly communicated this Operations and Maintenance (O&M) plan has been prepared as a cooperative effort by the Minnehaha Creek Watershed District and the City of St. Louis Park. In fulfillment of the conditions of the Cooperative Agreement, and in furtherance of the mutual goals of the District and the City, the goals of this plan are to outline specific roles and responsibilities for the periodic and long-term maintenance of project elements associated with the Minnehaha Preserve Restoration project (Minnehaha Creek Reach 20 Restoration).

This O&M plan is to fulfill obligations proposed under easements. It authorizes no acts contrary to the easements, and in the case of ambiguity, the O&M plan should be interpreted consistent with the easements and the cooperative agreement. Any activities not consistent with the easement, cooperative agreement, and this O&M Plan must be agreed to, in writing, by both parties. All use will contribute to the rational management of the facilities as a whole.

This O&M Plan is organized into the following sections:

- I. Introduction
- II. Project Elements Requiring Maintenance
- III. Site Boundaries and Posting Protected Areas
- IV. Law Enforcement and Site Protection and Safety
- V. Conclusion

I. Introduction

The first Cooperative Agreement was executed on August 3, 2012, by the Minnehaha Creek Watershed District (MCWD) and the City of St. Louis Park and described roles and responsibilities related to the construction of the Minnehaha Preserve/Reach 20 Streambank Restoration. A second Cooperative Agreement (Attachment 1) was executed on January 21, 2013 and provided design and construction coordination and greater detail on future interrelated project maintenance needs and the responsible agency. According to the Cooperative Agreement with the City and MCWD, the parties assume the obligation to maintain the Project in accordance with the O&M plan. MCWD is obligated to maintain the Project’s vegetation for five years from the date of which the Agreement was executed and will renew automatically for five-year terms except as the parties, in writing, may amend the Agreement to provide otherwise. Responsibility for each facility includes both routine and long-term maintenance of those facilities as the responsible party judges appropriate. The responsible parties may coordinate or combine their maintenance activities in the interest of cost efficiency and other public uses.

This O&M plan will provide a quick reference to specific maintenance needs, the frequency at which maintenance should occur, the responsible party, and any coordination that must occur to perform maintenance. All maintenance and other activities will be performed in a manner that reasonably minimizes impact to the surrounding natural environment and to any prior-constructed improvements. Each party is responsible for any damage it causes to the facilities owned by the other party due to maintenance and other activity.

The regular safety inspections and associated maintenance of these facilities will be performed to reduce the risk of hazards. Further, the documentation of inspections and maintenance tasks is important to combat possible liability claims. An inspection record (Attachment 2) should be completed during each inspection and follow-up maintenance should be documented.

II. Project Elements Requiring Maintenance

Table 1: Operations and Maintenance Tasks and Responsibilities for the Minnehaha Preserve Restoration Project

Table 1 lists the major project elements of the Minnehaha Preserve Restoration project that require maintenance and the party responsible for overseeing that work. The timing and inspection frequency for items listed below are based on a consideration of potential hazards, public use patterns, the benefits of early identification of maintenance and repair needs and staff/contractor costs. Each party also will respond to information and complaints received about site conditions.

Facility	Responsible Party
Bituminous trail	St. Louis Park
Snow removal on the bituminous trail	St. Louis Park
Boardwalk trail	MCWD
Benches along bituminous trail	St. Louis Park
Eastern bridge crossing (St. Louis Park Bridge No. 5)	St. Louis Park

Western bridge crossing	MCWD
Canoe launch approach trails	St. Louis Park
Canoe launches	St. Louis Park
Education area on boardwalk trail	MCWD
Interpretive Signage	MCWD
Wayfinding Signage and Maps	MCWD
Trash Receptacles	St. Louis Park
Bicycle Racks	St. Louis Park
Utility Maintenance	St. Louis Park
Vegetation and terrestrial invasive species management	MCWD -some exceptions apply
Stormwater BMPs	MCWD
Streambank and Channel Maintenance	MCWD

The quality of vegetation associated with the streambank and wetland restoration is regulated by a US Army Corps of Engineers Permit for the first five growing seasons (2015-2019.) Vegetation installed and maintained as part of the restoration component of the project construction must meet specific performance standards during this period and will be maintained through work contracted by MCWD. A monitoring plan that details specific inspection of vegetation is attached as Attachment 3. Vegetation maintenance required for safe trail access will be completed by the City of St. Louis Park.

Table 2: Trail System Inspection and Maintenance Tasks

A major feature of the project that will require coordinated maintenance is the approximate 7,000-foot trail system. Table 2 details specific activities to maintain the boardwalk and bituminous trail.

Maintenance or Inspection Activity	Description	Frequency	Comments/Responsible Party
Frost, root heaves in bituminous trail	Freeze/thaw or tree roots cause pavement to heave	Annually in spring	St. Louis Park maintains
Bridge abutment and bituminous trail intersection	Frost and water cause trail and bridge abutment to become askew	Annually in spring	St. Louis Park maintains
Settling around storm pipes under bituminous trail	Trail settles on either side of storm pipe causing uneven trail	Annually in spring	St. Louis Park maintains
Erosion on trail edges/slopes	Unstable slopes adjacent to trail erodes	Annually in spring	St. Louis Park maintains on bituminous trail; MCWD maintains on boardwalk
Debris on bituminous trails	Leaves, sticks, dirt accumulate on trail	Annually in spring	St. Louis Park maintains with sweeper
Snow removal	Snow and ice accumulation during the winter months	November-March	St. Louis Park maintains bituminous trail; boardwalk is closed

Removal of trees/limbs capable of falling onto trail	Evaluation/ removal of unhealthy or dead trees and limbs	Annually and after major storms	MCWD maintains
Removal of trees/limbs capable of falling onto boardwalk	Evaluation/ removal of unhealthy or dead trees and limbs	Annually and after major storms	MCWD maintains
Pruning near the trail	Prune woody vegetation 4-feet back from sides of trails, 14-foot vertical clearance	Annually	St. Louis Park maintains
Pruning near the boardwalk	Prune woody vegetation 4-feet back from sides of trails, 14-foot vertical clearance	Annually	MCWD
Debris on boardwalk	Sweep/remove leaves, sticks, and other debris	Bi-annually in spring and fall, or more frequently as needed	MCWD
Mowing	3-feet wide along each side of trail (where applicable)	3-4 times annually	Flail type mower best—less debris on trail; St. Louis Park maintains
Replace boardwalk surface	Replace damaged or warped wood	As needed	MCWD maintains
Inspect for bee/wasp nests	Railings and boardwalk may be a location for bee/wasp nests	As needed	MCWD maintains
Wildlife control	Beaver or other wildlife abatement	Annual evaluation by MCWD	Addressed on as-needed basis
Inspect bridges	Inspection by Professional Engineer	Every 2 years by PE; Annually by Staff	St. Louis Park inspects eastern bridge; MCWD inspects western bridge
Graffiti control	Remove graffiti, re-paint surfaces	As required	MCWD & St. Louis Park maintain on their respective assets
Trash collection	Removal of trash from receptacles at access areas	Weekly	St. Louis Park maintains
Litter removal	Trail side litter pickup; Access area litter pickup	Weekly or as required	St. Louis Park maintains
Signage	Develop, locate, and maintain directional and informational signs	As needed	MCWD develops, installs, and maintains (City review and permitting as required)

III. Site Boundaries

Attachment 4, Site Boundaries, details the project area subject to this Maintenance Plan.

IV. Site Protection and Safety

The trails are closed before sunrise and after sunset. Only foot travel and bicycle travel are allowed uses of the bituminous trail and only foot travel is allowed on the boardwalk. Any party will not authorize

public motorized use, however, each party may cross the facilities owned by the other party and may operate motorized equipment to perform its roles and responsibilities.

The bituminous trail is designed to accommodate emergency vehicle access. The boardwalk trail does not support vehicular loads and is therefore unsafe for emergency vehicle access. MCWD will coordinate with the City of St. Louis Park to designate location names for various areas of the Minnehaha Preserve including access points such as Creekside Park, the St. Louis Park Municipal Service Center, Louisiana Avenue and the future trail extension to Excelsior Boulevard, to aid emergency personnel in locating trail users in need of assistance.

Trimming of vegetation will be completed to maintain adequate sight distance for crime prevention purposes. The City of St. Louis Park and MCWD will work in coordination to identify areas that require open sight lines, and the City will complete necessary pruning and trimming.

Since the trails have been open to the public, two common issues with trail maintenance have become apparent. First, wooden railings and benches have been marked with graffiti. The City of St. Louis Park regulates the removal of graffiti by City ordinance (Attachment 5, Section 12-34 Nuisances Affecting Peace and Safety), and the owner of the property must remove the graffiti at their expense and within a timeframe set by the City of St. Louis Park. Generally, graffiti has been removed with sandpaper up to the current time. MCWD intends to purchase an orbital sander to remove graffiti from boardwalk structures in the future. Second, certain sections of the trail are problem areas for litter. Large garbage bins are located at the trail entrance at Creekside Park and near the east bridge, and are maintained by the City of St. Louis Park. The City of St. Louis Park also organizes an annual clean-up along this section of Minnehaha Creek to remove garbage accumulated by creek flow.

V. Conclusion

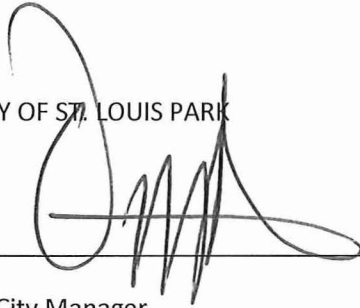
The City of St. Louis Park and MCWD accept perpetual maintenance responsibility for project elements under their ownership, but will work to coordinate specific maintenance tasks determined to be necessary. Both parties will work in a good faith effort toward the rational management of the facilities as a whole.

This Operation & Maintenance Plan constitutes the management plan for the Minnehaha Preserve Restoration Project and the underlying land as referenced in the Conservation Easement (Hennepin County Registrar of Titles Doc. No. T4736855; Hennepin County Recorder Doc. No. A9489642); the Easement (Hennepin County Registrar of Titles Doc. No. T5032867); and the Second Cooperative Agreement (December 12, 2013) (City of St. Louis Park Contract No. 121-13).

IN WITNESS WHEREOF, the parties execute this Operations & Maintenance Plan by their authorized officers.

CITY OF ST. LOUIS PARK

By



Date:

6/13/17

Its City Manager

MINNEHAHA CREEK WATERSHED DISTRICT

By



Date:

4/21/2017

Its Administrator

Approved for form and execution:

MCWD Counsel



SECOND COOPERATIVE AGREEMENT
City of St. Louis Park and Minnehaha Creek Watershed District

CITY OF ST. LOUIS PARK

REACH 20 RESTORATION PROJECT

This Cooperative Agreement ("Agreement") is made by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (MCWD), and the City of St. Louis Park, a home rule charter city in the State of Minnesota (City).

Recitals

A. The MCWD and the City previously entered into a cooperative agreement (undated) to coordinate projects for the restoration and improvement of Reach 20 of Minnehaha Creek within the boundaries of the City ("1st Agreement").

B. In addition, on February 8, 2010 (accepted February 23, 2010), the City conveyed to the District a Conservation Easement filed for record with the Hennepin County Registrar of Titles as Document No. T4736855 and with the Hennepin County Office of the County Recorder as Document No. A9489642 ("Conservation Easement"), and on December 3, 2012 (accepted January 10, 2013), the City conveyed to the District an Easement filed for record with the Hennepin County Registrar of Titles as Document No. T5032867 ("Easement"), affording the District temporary and permanent easement rights to construct and maintain such restoration and improvement projects.

C. Pursuant to the 1st Agreement and aforementioned easements, and to the MCWD's April 2007 Water Management Plan Update (April 2007) (WMPU), the District has substantially completed a project to re-meander and stabilize the banks of Minnehaha Creek within Reach 20, establish vegetated riparian buffer, and construct other improvements to improve the water quality of Minnehaha Creek and manage stormwater flows into the creek.

D. Under the WMPU, the District also will seek opportunities to install trails in conjunction with its water resource enhancement projects to enhance educational and recreational opportunities consistent with its resource protection goals.

E. The MCWD and the City wish to provide for the installation and maintenance of riparian trails ("Trail Project") in conjunction with the Reach 20 restoration project and enter into this Agreement to coordinate efforts and clarify roles and responsibilities for the Trail Project.

THEREFORE the City and the MCWD agree as follows:

1.0 INTENT

1.1 Design plans and specifications for the Trail Project, prepared and signed by a professional engineering consultant to the MCWD, are included as Attachment A hereto and incorporated herein (the "Facilities"). The Facilities include bituminous trail, boardwalk, bridge crossings, canoe launch facilities, a pavilion and supporting structures such as, but not

limited to, fencing. The Facilities also may include short sections of trail to the indicated canoe launches composed of crushed rock, mulch or other material.

1.2 The parties intend that on completion of construction, the City will own, inspect and maintain the sections of bituminous trail, the eastern bridge crossing indicated on Attachment A, and the canoe launch facilities and trails. The parties expect that these sections will be part of local and regional pedestrian and bicycle trail facilities.

1.3 The parties intend that the MCWD will own, inspect and maintain the boardwalk sections of trail, the western bridge crossing and structures associated with the boardwalk sections of trail, including the pavilion. These facilities are intended to provide public access to the creek and its riparian environment and for primarily pedestrian use. However, the MCWD may allow these sections to be incorporated into a local or regional trail network as connections develop to the west of Meadowbrook Road.

1.4 The signed plans and specifications constitute a warranty by the professional engineering consultant that due care has been exercised in providing for the structural soundness of the design. They do not constitute a warranty as to the fitness of the bituminous trails or bridge crossings for the purpose of public use or the conformance of these Facilities to applicable laws or standards, including but not limited to the fitness of the alignment, width or location of structural features for use by bicycle, wheelchair or other transportation mode other than pedestrian use. As underlying fee owner and manager of public recreational lands within its municipal boundaries, the City accepts responsibility for the fitness and suitability of the facilities referenced in paragraph 1.2 for public use.

2.0 CONSTRUCTION

2.1 The MCWD may proceed to construct the Facilities. Before doing so, it will obtain all required permits and approvals. The City will cooperate as landowner and will not apply any fees to permits or approvals that it requires. The MCWD will manage the construction contract, but will give the City advance notice of all formal pre-construction and construction meetings, which the City may attend.

2.2 The MCWD's contract will require that:

- (a) The contractor name the City as an additional insured for general liability on a primary basis and for both ongoing work and completed operations;
- (b) The contractor will indemnify the City for the Contractor's negligent acts and those of its subcontractors.
- (c) The contractor will be responsible to determine the location of and protect all utilities;
- (d) The contractor will provide a performance bond for the completion of the Trail Project;
- (e) The contractor will comply with local requirements for traffic and site control; and
- (f) The contractor will restore or repair any damage to the City's lands, equipment or facilities resulting from the contractor's activities.

2.3 In part, the plans and specifications present typical alignment and cross-section, reflecting the MCWD's intent of a designer and staff presence during construction to conform the Facilities to site conditions and avoid unnecessary tree removal or other impacts to the surrounding environment. The MCWD in its judgment may direct such refinements with or without field directive, or by work change directive or change order. Notwithstanding, the City must concur in any material adjustment of the bituminous trail alignment or any narrowing of the bituminous surface to less than eight feet at any point. The City will communicate its decision on any proposed work change directive or change order without delay. The City engineer is authorized to make this decision on behalf of the City.

2.4 If a change order or work change directive relating to the Facilities that the City will own pursuant to paragraph 1.2 above will result in a contract cost allocated to the City in excess of the amount stated in subparagraph 4.2(b), the City will be responsible for the additional cost if the cause of the change was unforeseeable or if the City agrees to bear the cost.

2.5 The MCWD or the City may install informational signage within the Trail Project. The parties will cooperate as to signage location, size and content, pursuant to such other terms as may be set forth in the management plan referenced at paragraph 5.3, below. The parties further will cooperate so that any signage conditions applicable due to the use of state grant funds are met. Any signage will identify both parties as contributing partners to the Trail Project.

3.0 MAINTENANCE

3.1 On the designer's certification of substantial completion of the bituminous trail, eastern bridge crossing, canoe launch facilities, and launch approach trails, the City will own

those Facilities. The City will be responsible for both routine and long-term maintenance of those Facilities as it judges appropriate.

3.2 The MCWD will own the boardwalk sections and the western bridge crossing, and will be responsible for both routine and long-term maintenance of those Facilities as it judges appropriate.

3.3 The parties may coordinate or combine their maintenance activities in the interest of cost efficiency and other public purposes.

3.4 A party will not authorize any part of the Facilities for public motorized use. Otherwise, each party may specify conditions of public use of those Facilities that it owns, including but not limited to whether use will be specified to exclude bicycles and whether the Facilities will be seasonally maintained, and may use means within its authority to effect those specifications. Specifically but not exclusively, each party may use signage and barriers as it deems appropriate. Consistent with each party's discretion with respect to the Facilities it owns, the parties will coordinate so that the use conditions each specifies contribute to rational management of the Facilities as a whole. Each party also retains the discretion to reconstruct or remove the Facilities that it owns. The parties agree that any distinctions in or constraints on allowed uses made under this paragraph in order to align public use with the design of the Facilities, the capacity of a party, and that party's risk management judgments is non-discriminatory within the meaning of section 5 of the Conservation Easement.

3.5 The District will be responsible for inspection and maintenance of the structural condition of the boardwalk sections of trail and the western bridge crossing, in accordance with paragraph 1.3, above. As the fee owner of the underlying land and municipal land manager, the City will be responsible for day-to-day inspection and maintenance of the property where the trail project is located. This responsibility encompasses all matters not specifically related to the structural soundness and maintenance of the Facilities owned by the MCWD and includes, but is not limited to, sanitation, inspection for and addressing obvious hazards resulting from events such as severe weather, inappropriate or unlawful use, and law enforcement.

3.6 Each party may cross and recross the Facilities owned by the other party and may operate motorized equipment thereon to perform its roles and responsibilities under this Agreement. All maintenance and other activities will be performed in a manner that reasonably minimizes impact to the surrounding natural environment and to any prior-constructed improvements. In no event will maintenance disturb vegetation outside of a three-foot-wide corridor on either side of a trail. A party is responsible for any damage caused to the Facilities owned by the other party as a result of its activities under this section 3.0.

4.0 COST RESPONSIBILITIES and REMEDIES

4.1 The MCWD is responsible to make payments to the contractor in accordance with the terms of the construction contract.

4.2 On the designer's certification of substantial completion of the Facilities to be owned by the City pursuant to paragraph 1.2, above, the City will be responsible to:

(a) Reimburse the MCWD for any cost assumed by the City under paragraph 2.4, above; and

(b) Reimburse the MCWD for contract costs paid by the MCWD for construction of that part of the Facilities referenced in paragraph 1.2, above, not to exceed \$442,257.

If substantial completion is not achieved by the date stated in the contract documents, the MCWD may have reimbursement from the City for contract payments made. Notwithstanding, the City may withhold up to \$22,113 of its reimbursement obligation until final completion of paragraph 1.2 facilities.

4.3 Except as paragraphs 4.1 and 4.2, above, may provide otherwise, each party is responsible for the cost of performing its roles and responsibilities under this Agreement.

4.4 Each party agrees to hold harmless, defend and indemnify the other party from and against that portion of any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the indemnified party may incur as a result of the performance of this Agreement due to any negligent act or omission of the indemnifying party or any other act or omission that subjects it to liability in law or equity. Notwithstanding, this Agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party or the other party to this Agreement. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59 and nothing herein constitutes either party's agreement to be responsible for the acts or omissions of the other party pursuant to subdivision 1(a) of that statute.

4.5 Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement.

5.0 RELATION TO OTHER AGREEMENTS

5.1 The parties acknowledge that the Conservation Easement and Easement afford the MCWD all rights necessary for the MCWD to exercise its rights and perform its responsibilities under this Agreement and in the event of any ambiguity, will interpret the easements accordingly.

5.2 The parties concur that the Trail Project as constructed and maintained in accordance with this Agreement will not materially impair a Conservation Value within the meaning of paragraph 2.1(c) of the Conservation Easement.

5.3 The Conservation Easement and the Easement reference a management plan that the parties will agree to, specifying how they will manage the property on which the Trail Project is located and the improvements thereon. The management plan has not yet been put into place. The parties agree that the management plan will be consistent with the construction and maintenance of the Trail Project in accordance with this Agreement. Notwithstanding, if agreed to by the parties, the management plan may include terms that more closely

constrain maintenance of the Trail Project or other activity under this Agreement provided they do not make such activity materially more burdensome for a party.

5.4 This Agreement, and not the 1st Agreement, governs the coordination and work of the parties on the Trail Project.

6.0 GENERAL TERMS

6.1 Each communication under this Agreement will be made to the following representatives:

MCWD:

Project Manager, Reach 20 Trail Project
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka MN 55345-1503

City:

Sean Walther, Senior Planner
City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park MN 55416

Contact information will be kept current. A party may change its contact by written notice to the other party.

6.2 This Agreement is effective on execution by both parties and will remain in effect indefinitely for successive five-year terms unless and until terminated by the parties by written amendment.

6.3 A party to this Agreement may not assign or transfer any right or obligation under this Agreement except by means of an assignment agreement executed by both parties.

6.4 Except as stated in section 5.0, above, this Agreement incorporates all terms and understandings of the parties concerning the Trail Project.

6.5 An amendment to this Agreement must be in writing and executed by the parties.

6.6 A party's failure to enforce a provision of this Agreement does not waive the provision or that party's right to enforce it subsequently.

6.7 The above Recitals are incorporated into this Agreement.

IN-WITNESS WHEREOF the parties execute this Agreement by their authorized officers.

CITY OF ST. LOUIS PARK

By 
Its Mayor

Date: 11/18/13

By 
Its City Manager

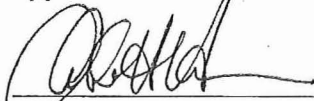
Date: 11/18/13

MINNEHAHA CREEK WATERSHED DISTRICT

By James B. Callans
Its President

Date: 12-12-13

Approved for form and execution:


MCWD Counsel

Attachment 2

MINNEHAHA CREEK WATERSHED DISTRICT OPERATION AND MAINTENANCE FORM	No Project ID
Project Name: <i>Minnehaha Creek Reach 20</i>	
Project Summary: The project is comprised of the re-meandered stream channel through historic floodplain wetlands; associated wetland and upland restoration; stormwater facilities that treat direct discharges of urban stormwater; and public trail system; all of which have been designed to advance water quality goals, improve wildlife habitat, and allow better public access.	
Location: 7341 Oxford Street, St Louis Park (Creekside Park)	Inspector / Date:

Site Specific Actions (SSA): 2, 3, 4, 5, 7, 12B, 19, 20, 24, 25, 27, 30, 31	Last Annual Inspection (date):
---	--------------------------------

Confined Entry Permit Required? No	Last Rain (in. / date):
------------------------------------	-------------------------

SITE SPECIFIC ACTIONS			
2. Bank Stabilization (annual)	Vegetation/Stabilization Condition		Comments/Pictures
Inspection/Erosion Notes			
3. Bridge (annual inspection)	Visual Inspection & Damage Notes		Comments/Pictures
Structural Rating & Notes			
4. Buffer/Vegetation (annual)	Coverage (%)	Flowering Species	Species gone to seed
	Native species present		
	Invasive Species		
	Bare Soil		
Additional Comments:			Maintenance Required? (Y/N)
5. Channel Relocation (annual)	Vegetation/Stabilization Condition		Comments/Pictures
Inspection/Repair Notes			
7. Elevated Trail (annual)	Condition	Cracking, deformation, damage?	Comments/Pictures
Inspection/Repair Notes			

<i>Notes/Actions: (1) Record areas where stain or sealers are needed on wood members (planks, railings, etc.)</i>			
12B. Infiltration Basin	Condition (poor, fair, good)	Repair, Erosion or Pre-treatment cleaning needed?	Comments/Pictures
Basin Inlet			
Basin Outlet/EOF			
Sedimentation Accumulation notes:			
Vegetation notes (replacement or replanting required?):			
Filter media and drain tile notes (replacement or cleaning required?):			
19. Rain Garden (annual)	Condition (poor, fair, good)	Repair, Debris Removal, or Cleaning needed?	Comments/Pictures
Basin Inlet/pre-treatment			
Basin Outlet piping			
Vegetation notes (replacement or replanting required?):			
Filter media and drain tile notes (replacement or cleaning required?):			
20. Small Site Riprap	Condition	Repair/replacement needed?	Comments/Pictures
<i>Notes: Replace or reposition rock, Add additional riprap, and replace filter media and/or vegetation as needed.</i>			
24. Storm Sewer (annual)	Condition (poor, fair, good)	Repair, Debris Removal, or Cleaning needed?	Comments/Pictures
Pond Inlet piping			
Pond Outlet piping			
25. Trails	Condition	Repair needed (resurface, etc)?	Comments/Pictures
<i>Notes/Actions: Replace lost aggregate periodically and resurface and restripe as needed</i>			
27. Terrestrial Vegetation	Condition (poor, fair, good)	Types of Vegetation Present	Comments (Erosion observed?)
Upland area			
Shoreline Area			
Surrounding Area			
28. Water Access	Condition (poor, fair, good)	Vegetation/Erosion Notes	Comments/Pictures
Annual Inspection:			
<i>Notes/Actions: (1) Annual installation and removal as necessary.</i>			
30. Wet Detention Pond	Water Quality/Clarity	Sediment build-up?	Comments/Pictures

Annual Inspection:			
<i>Sediment surveys/sampling/testing Notes:</i>		<i>(Date of last test/survey:)</i>	
31. Wetland Restoration	Condition (poor, fair, good)	Inspect outlet for erosion, blockages, and Debris	Comments/Pictures
Annual Inspection:			
<i>Vegetation Inspection</i>	<i>Coverage (%)</i>	<i>Flowering Species</i>	<i>Species gone to seed</i>
Native species present			
Invasive Species			
Bare Soil			
<i>Notes/Actions: (1) Annual vegetation monitoring, mapping and reporting, (2) Annual herbicide treatment, re-seeding, & replanting.</i>			
Additional Comments:		Maintenance Required? (Y/N)	



Stream Restoration Monitoring and Adaptive Management Plan

Minnehaha Creek Reach 20 Restoration Project

Prepared by the Minnehaha Creek Watershed District

February 11, 2015

Summary

The Minnehaha Creek Reach 20 Restoration Project re-meanders the existing stream channel through its historic floodplain wetlands, provides stormwater management facilities that treat direct discharges of urban stormwater, and creates pedestrian trail systems that connect Methodist Hospital to the SW Cedar Regional Trail, ultimately to 325 Blake Road (the Hopkins Cold Storage Facility) and Cottageville Park, through the Minnehaha Creek corridor.

This Stream Restoration Monitoring and Adaptive Management Plan (SRMAMP) seeks to describe monitoring and the tracking of restoration progress to determine if the site is advancing towards the established goals.

Monitoring and Adaptive Management Plan

The U.S. Army Corps of Engineers (USACOE) Permit Number 2012-03067-MMJ requires the Minnehaha Creek Watershed District (MCWD) to prepare and submit three monitoring reports by December 31 of the first, third, and fifth growing seasons after completion of on-site restoration work to the Saint Paul District, Corps of Engineers, Regulatory Branch (Attention: 2012-03067-MMJ), 180 E 5th Street, Suite 700, Saint Paul, MN 55101-1678 that address the following performance standards and describe the status of the restoration:

1. A description of the plant communities and hydrologic conditions at the stream and wetland restoration
2. Color photographs taken during the growing season
3. Information described in the project's USACOE approved SRMAMP

Substantial completion and final plant installation for the project occurred in late fall 2014. The first full growing season will occur in 2015. Monitoring will begin in 2015 and will continue, at a minimum, in 2015, 2017, and 2019 with reports completed and submitted to the USACOE by December 31 of 2015, 2017, and 2019. This SRMAMP includes monitoring, which includes quantitative and qualitative data collection measuring the physical and biological properties of, at least, a representative portion of the restored stream channel. Sufficient information and data will be collected, analyzed, and interpreted to determine whether proper actions have been taken and have been effective in achieving the project's overall purpose: to restore geomorphic and ecological function to Reach 20. More specifically, the monitoring plan seeks to determine if the goals of the restoration are met. These goals are to:

1. improve fish and wildlife habitat,
2. create a more naturally functioning stream and riparian zone,
3. improve stormwater detention, storage, and infiltration within the project's segment of the Minnehaha Creek floodplain,
4. strengthen regional connectivity and recreational opportunities along the stream corridor,
5. reduce erosion, and
6. improve water quality.

Following the end of the monitoring period, District staff will perform regular site inspections and coordinate long-term maintenance of the project site.

These metrics will be assessed using techniques summarized in Table 1. Stream Restoration Metrics. The table is adapted from Craig, et al. "Promoting Successful Restoration through Effective Monitoring in the Chesapeake Bay Watershed." (2011).

Table 1. Stream Restoration Metrics

Stream Restoration Success Category	Metric	Measured Variables	Timing & Frequency	Functions or Processes Supported	Performance Measures	Adaptive Management	Quantitative Assessments
Vegetative Success	-Width -Composition -Cover	-Width of vegetative buffer at representative location above the normal water line -Composition: % of plants native, % non-native; species list with FAC, FACW, or OBL designations; % woody or vegetative -% Cover	Once annually, at a minimum.	-Width of vegetative buffer, species composition, and cover support water quality through erosion control and species composition and cover provide habitat and support the food web.	-Width increases over period. -Composition and cover of all seeded/replanted areas shall achieve 80% or greater aerial vegetative coverage (excluding non-native species), less than 10% of the seeded/replanted areas shall have bare spots larger than 1 ft ² , and more than 75% of all plant species within the restored wetland communities shall be facultative (FAC) or wetter (FACW or OBL).	-Desired width may require replanting or protecting from animal browse in following growing season -Desired composition may require removal of exotic species and replanting in following growing season -Desired cover may require planting of additional vegetation in following growing season	-Total width of vegetative buffer at representative location -% natives at representative location; species list with FAC, FACW, or OBL designations* -% non-natives at representative location -% cover at representative location
Hydrologic Success	Wetland Hydrology Indicators	Primary and secondary indicators of wetland hydrology listed below. **	Once annually during years 1, 3, and 5.	-Vital habitat -Floodplain storage -Nutrient and sediment removal	-One primary indicator or two secondary indicators from any group listed in "Measured Variables" is sufficient to conclude that wetland hydrology is present.	-Discharge may be adjusted through dam management to manage moisture availability to restored wetland	-Survey restored areas for at least 1 primary wetland hydrology indicator or at least 2 secondary wetland hydrology indicators.
Improved Fish and Wildlife Habitat	IBI score, bird and fish species % Sensitive Taxa	-IBI score -List of taxa to the highest possible resolution (e.g. species) -% considered sensitive taxa	-IBI: once during monitoring period, likely in 2018. Data compared to 2013 data. -Bird count: once annually	-Vital habitat	-Taxonomic composition includes a more diverse range of taxa (including sensitive species)	-Adaptive management in other areas will affect biotic species diversity.	-Various sampling devices to gather organisms to determine taxa richness and composition

Stream Restoration Success Category	Metric	Measured Variables	Timing & Frequency	Functions or Processes Supported	Performance Measures	Adaptive Management	Quantitative Assessments
Stormwater detention, storage, and infiltration	-Downstream flooding, downstream water quality -BMP outflow conditions observed during a rain event -BMP structural stability -BMP maintenance	-Qualitative assessment of volume and suspended solids in outflow -Trash accumulation at inflow and outflow -Soundness or presence of damage to BMP structure -Vegetation conditions around stormwater BMP assessed -Pond sediment level surveyed on 3-year rotation	-At least annually during a rain event, except pond sediment surveys, which are completed every three years	-Water quality, downstream nutrient loading, and volume control	-Outflow water quality improves -BMP structure functions correctly -Pond sediment level is managed by periodic dredging	-BMP structure is repaired as can be scheduled -Trash is removed immediately -Associated vegetative cover or composition is enhanced in following growing season -Pond dredging is completed in following winter	-Measured decrease in downstream flooding -Measured increase in detention, storage, and infiltration -Measured improvement in vegetative cover and diversity
Strengthen regional connectivity and recreational opportunities	-Connection locally and within region -Availability of appropriate recreational opportunities	-Assessment and review of establishment of regional connectivity -Assessment and review of establishment of adequate recreational opportunities -Assessment of future connection to SW Light Rail Transit line and Methodist Hospital Reach	-Annual review of use and available educational programming	-Community engagement, access to transit, public education	-Trails and boardwalks are used, interpretive signage is used, educational programming is well-attended	-Enhanced efforts to heighten awareness in the surrounding community of the available uses on site in subsequent efforts	-Estimated number of visitors to site, number of users of boardwalk and canoe launches -Number of attendees to educational programs
Reduce erosion	-Bank stability -Vegetative cover on bank and upland watershed -Water clarity -Presence of sediment deltas	Within representative location: -Linear feet of bioengineered stabilization failure or premature erosion -Percent vegetative cover	-Annually, if possible following a rain event	-Stable site providing safe access, water quality, water clarity, habitat availability	-Within representative portion, banks are stable, vegetative cover of native species is approaching 80%	-Re-stabilize banks -Repair fabric encapsulations (soil lifts) -Re-set root wads -Replant or reseed bare ground -Work to be completed as soon as practicable after issues are discovered	-Percent area of representative location with stabilized bank
Improve water quality	-Water quality based on nutrient levels, oxygenation, and suspended solids	-Dissolved oxygen -Total suspended solids -Phosphorus, Chloride, Nitrogen concentrations	-Averaged from measurements taken semi-weekly from approx. mid-March to mid-November	-Contributes to water quality improvement system-wide	-Water quality and water clarity are improved -Measured nutrients move toward acceptable levels	-Adaptive management in other areas will impact water quality	-Water quality metrics improve in comparison to pre-restoration conditions.

*State of Minnesota Wetland Plant List can be found at http://rsgisias.crrel.usace.army.mil/nwpl_static/data/DOC/lists_2014/States/pdf/MN_2014v1.pdf

** Primary indicators of wetland hydrology listed in **bold**. Secondary indicators of wetland hydrology listed in *italics*.

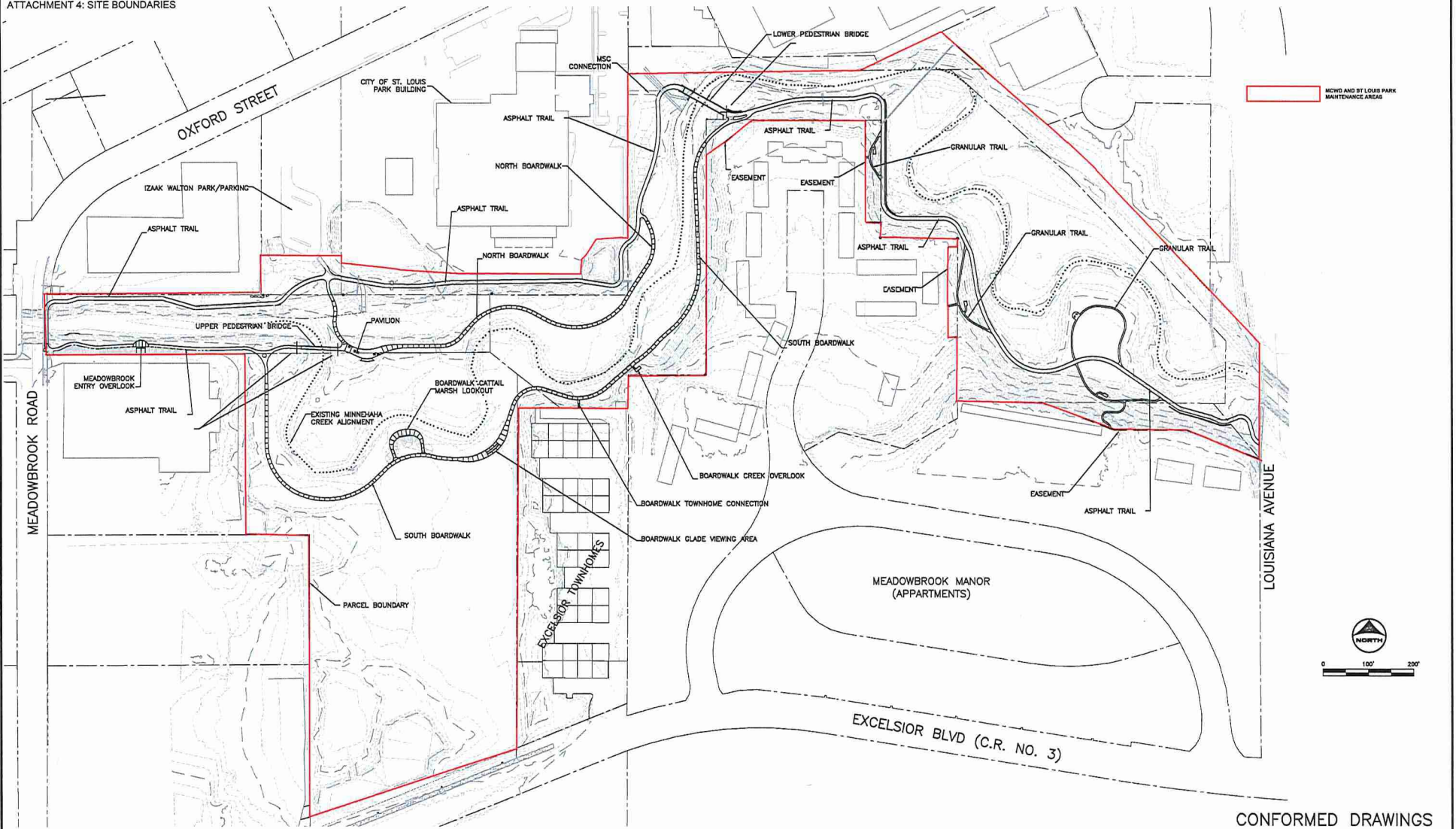
- Observation of **surface water, high water table, or saturated soils**

-Evidence of recent inundation (**water marks, sediment deposits, drift deposits, algal or mat crust, iron deposits, inundation visible on aerial imagery, sparsely vegetated concave surface, water stained leaves, aquatic fauna, true aquatic plants**, *surface soil cracks, drainage patterns*)

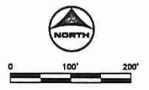
-Evidence of current or recent soil saturation (**hydrogen sulfide odor, oxidized rhizospheres along living roots, presence of reduced iron, recent iron reduction in tilled soils**, *dry-season water table, crayfish burrows, saturation visible on aerial imagery*)

-Evidence from Other Site Conditions or Data (*gauge or well data, stunted or stressed plants, geomorphic position, FAC-neutral test*)

ATTACHMENT 4: SITE BOUNDARIES



MWWD AND ST LOUIS PARK MAINTENANCE AREAS



CONFORMED DRAWINGS
AS OF 1/29/2014

DRAWN BY: JJC	JOB DATE: 2013
APPROVED: DWM	JOB NUMBER: 20120003.02
CAD DATE: 1/29/2014 8:27:17 PM	
CAD FILE: S:\20120003.02\CAD\Design\G102 SITE PLAN.dwg	

NO.	DATE	BY	REVISION DESCRIPTION
0	12/6/13	DWM	ALTERNATE BID SET REVISED

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: *[Signature]*
DATE: 12-08-2013 DANIEL W. WELKE REG. NO. 50925



MINNEHAHA CREEK REACH 20 TRAILS INITIATIVE:
FINAL DESIGN & CONSTRUCTION OVERSIGHT
MINNEHAHA CREEK WATERSHED DISTRICT
ST. LOUIS PARK, MINNESOTA

SITE PLAN

SHEET NO.
G102



Graffiti Ordinance

St. Louis Park City Ordinance:

[Sec. 12-34 Nuisances Affecting Peace and Safety](#)

The City of St. Louis Park will issue a notice of need to abate nuisance when graffiti comes to the attention of the health official. The owner of the property will receive a written notice with a description of the nuisance (graffiti) which must be abated at the owner's expense and a timeframe in which to complete this task. Graffiti on public property will be promptly cleaned up by the City of St. Louis Park once there is knowledge of the occurrence.

MN State Statutes:

617.90 GRAFFITI DAMAGE ACTION.

Subdivision 1. Definition. For purposes of this section, "graffiti" means unauthorized markings of paint, dye, or other similar substance that have been placed on real or personal property such as buildings, fences, transportation equipment, or other structures, or the unauthorized etching or scratching of the surfaces of such real or personal property, any of which markings, scratchings, or etchings are visible from premises open to the public.

Subd. 2. Cause of action. An action for damage to property caused by graffiti may be brought by the owner of public or private property on which graffiti has been placed. Damages may be recovered for three times the cost of restoring the property, or the court may order a defendant to perform the work of restoring the property. Damages may be recovered from an individual who placed graffiti on public or private real or personal property or from the parent of a minor individual. The liability of the parent is limited to the amount specified in section [540.18](#). The court may award attorney fees and costs to a prevailing plaintiff.

History: 2004 c 149 s 1

540.18 DAMAGE BY MINOR; RESPONSIBILITY OF PARENT, GUARDIAN, AND MINOR.

Subdivision 1. Liability rule. The parent or guardian of a minor who is under the age of 18 and who is living with the parent or guardian and who willfully or maliciously causes injury to any person or damage to any property is jointly and severally liable with such minor for such injury or damage to an amount not exceeding \$1,000, if such minor would have been liable for such injury or damage if the minor had been an adult. Nothing in this subdivision shall be construed to relieve such minor from personal liability for such injury or damage. The liability

provided in this subdivision is in addition to and not in lieu of any other liability which may exist at law. Recovery under this section shall be limited to special damages.

Subd. 2. Not applicable to certain persons. This section shall not apply to persons having custody or charge of any minor under the authority of the Human Services or Corrections Department of the state.

www.leg.state.mn.us/leg/statutes.asp



Downed Cottonwood 10/30/24