

MEETING DATE: September 14, 2017

TITLE: Authorization to Execute a Contract for Preliminary Design for FEMA Repairs and Minnehaha Creek Corridor Planning

RESOLUTION NUMBER: 17-059

PREPARED BY: Tiffany Schaufler

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REVIEWED BY: Administrator Counsel Program Director: James Wisker
 Board Committee Engineer Other

WORKSHOP ACTION:

| | |
|---|---|
| <input type="checkbox"/> Advance to Board mtg. Consent Agenda. | <input type="checkbox"/> Advance to Board meeting for discussion prior to action. |
| <input type="checkbox"/> Refer to a future workshop (date):_____ | <input type="checkbox"/> Refer to taskforce or committee (date):_____ |
| <input type="checkbox"/> Return to staff for additional work. | <input type="checkbox"/> No further action requested. |
| <input checked="" type="checkbox"/> Other (specify): Not reviewed at Board Workshop. Seeking final approval on Sept. 14, 2017. | |

PURPOSE or ACTION REQUESTED:

- Authorization to select the Hoisington Koegler Group Inc., Wenck Associates, and Inter-Fluve Inc. as the consultant team to provide planning and engineering assistance in the development of FEMA flood repairs and Minnehaha Creek corridor planning.
- Authorization to execute a contract with Wenck Associates for preliminary design for FEMA repairs and Minnehaha Creek corridor planning along Minnehaha Creek in Minneapolis.

PROJECT/PROGRAM LOCATION:

Minnehaha Creek Subwatershed within the City of Minneapolis

PROJECT TIMELINE:

- March - April 2017 – Executed MOU
- June 2017 – Issued Request for Qualifications (RFQ), RFQ submission deadline
- July - August 2017 – Scope development
- September 2017 – Execute Phase 1 contract
- January 2018 – Execute Phase 2 contract

PROJECT/PROGRAM COST:

Fund name and number: FEMA Flood Repair, 3148
2017 Budget: \$60,000; Proposed 2018 Budget: \$584,940
Expenditures to date: \$0
Requested amount of funding: \$107,630

PAST BOARD ACTION:

- September 11, 2014: RES 14-074 – Authorization to contract with Wenck Associates to develop 2014 flood report (included performing a damage assessment on the District's six major creeks to apply for FEMA funding)
- November 13, 2014 – Board discussion on the 2014 flood damage and FEMA process
- June 18, 2015 – FEMA funding approval update
- December 17, 2015: RES 15-101 – Acceptance of the 2014 MCWD Flood Report (included a summary of damage submitted to FEMA and maps of the damage locations)
- February 23, 2017: RES 17-016 – Authorization to Execute Grant Agreements for Minnehaha Creek Stormwater Management and Six Mile Creek - East Auburn Stormwater Enhancement Project
- February 23, 2017: RES 17-017 – Authorization to enter into a Memorandum of Understanding with the City of Minneapolis and Minneapolis Park and Recreation Board and Issue a Request for Qualifications for the Integrated Planning of the Minnehaha Creek Subwatershed in Minneapolis

SUMMARY:

Strategic Context:

Within the Minnehaha Creek subwatershed, the District is focusing planning and capital improvement resources on addressing the following strategic natural resource objectives:

- Improving **water quality** through regional stormwater management
- Managing **water quantity** to alleviate flooding while improving baseflow within the Creek
- Enhancing **ecological integrity** by restoring channel morphology and expanding, enhancing and connecting riparian greenspace.

Pursuant to the District's vision policy, *Balanced Urban Ecology*, these strategic natural resource objectives are recognized as being integral to planning and building **thriving communities**, in close partnership with local municipalities, state-regional agencies, landowners, business leaders, and the development community.

It is through this strategic lens that the District has evaluated and implemented opportunities to restore natural systems, in synergy with the build environment.

Since 2009, within the Minnehaha Creek subwatershed, efforts have been specifically focused on planning and implementation within the Minnehaha Creek Greenway, between West 36th Street and Meadowbrook Lake, in Hopkins and St. Louis Park. This area has historically represented one of the most degraded sections of the Minnehaha Creek system, with the highest pollutant loading rates per unit area and a heavily degraded and fragmented stream corridor. Over the past eight years the District has made significant progress towards its strategic goals within this stretch of Minnehaha Creek by implementing a series of public private partnerships.

More recently, the District's planning and implementation has expanded downstream into Arden Park, where local infrastructure investments and the flooding of 2014 catalyzed a partnership with the City of Edina to evaluate options for improving water quality and ecological integrity by managing regional stormwater runoff, restoring channel morphology, and connecting upstream and downstream section of the Creek.

Planning and Implementation within Minneapolis:

In an effort to address the District's strategic natural resource objectives further downstream, the District is planning to transition and focus its planning and project efforts in Minneapolis. The District has worked with the City of Minneapolis (City) and Minneapolis Park and Recreation Board (MPRB) on various analyses in recent years to identify opportunities for stormwater management and stream improvements on MPRB land. MPRB and the City are expecting to make various infrastructure improvements in the coming years. The District, MPRB and the City are looking to identify opportunities for collaboration to integrate stormwater management, recreation improvements, stormwater improvements, and natural resource improvements along the Minnehaha Creek corridor.

The flooding of 2014 also caused erosion and damage to the Minnehaha Creek bank, in the City of Minneapolis. As the District worked to secure Federal Emergency Management (FEMA) funding (\$511,000) to repair the 32 damage sites along the Minneapolis section of the Creek, discussions began between MCWD, the City and the MPRB, on how the three agencies might partner to develop a shared vision of the future, and set of natural resource implementation priorities, within Minneapolis.

Subsequently, on February 23, 2017, the MCWD Board of Managers authorized execution of a Memorandum Of Understanding (MOU) between the three agencies (MCWD-MPRB-City). This MOU recognizes that the natural resource goals of these entities will be best achieved through integrated land and water resource planning, and memorializes a commitment to working together to integrate goals, plans and investments. The MOU outlines the need for the parties to work together to develop a clear set of shared priorities and roadmap for implementation, which includes:

- A brief project description
- Estimated up-front costs, capital costs and long-term operation and maintenance costs
- Potential cost sharing opportunities across the agencies
- Supporting outside funding and financing
- Timelines for implementation

At the same time the MOU was authorized for execution, the MCWD Board of Managers authorized staff to develop and issue a request for qualifications (RFQ) in coordination with the City and the MPRB that would retain professional services to:

1. Advance the design and construction of FEMA funded repairs
2. Begin implementing the goals and workflow of the MOU, by performing planning to integrate plans and investments for FEMA repairs, stormwater management, flood mitigation, road improvements, planned trail and recreation improvements, regional park master planning, etc.

Request for Qualifications:

Following Board authorization on February 23, 2017, the District, MPRB and City cooperatively drafted an RFQ and issued the RFQ (attached) on June 5, 2017. Qualifications were submitted on June 16, 2017. Five qualification submissions were received from the following consultant teams:

- Barr Engineering & Berger Partnership
- Confluence, HR Green, RESPEC, Community Design Group, & Della Young Environmental Consulting Group
- Hoisington Koeigler Group Inc.(HKGi), Wenck Associates,& Inter-Fluve Inc.
- LHB & MIG
- Perkins + Will & EOR

**DRAFT for discussion purposes only and subject to Board approval and the availability of funds.
Resolutions are not final until approved by the Board and signed by the Board Secretary.**

A team of District, MPRB, and City staff reviewed the submissions and invited the Barr Engineering & Berger Partnership and HKGi, Wenck Associates & Inter-Fluve teams to participate in an interview. Both interviews were held on July 7, 2017. The interview panel consisted of District staff, MPRB staff and City staff. The interview panel unanimously selected the HKGi, Wenck Associates & Inter-Fluve team as they were the strongest qualified team and demonstrated the best understanding of the project goals and needs.

Proposed Scope of Services:

The RFQ proposed that the work be broken into two stages. Stage 1 would be led by the District and would focus on implementation of the FEMA streambank repairs, carrying out a stormwater management study, and developing an integrated creek corridor concept plan which would serve as a foundation for the Stage 2 work. Stage 2 would be led by MPRB and include developing a shared capital improvement plan for short and long-term investment in the Minnehaha Creek corridor and developing a master plan for the Minnehaha Parkway Regional Trail park.

Presently the full scope of work for Stage 1 is unknown therefore the scope of work for Stage 1 has been proposed to be broken into two phases (see attached phasing diagram). Phasing the Stage 1 work will allow more certainty to be developed around future work and allow for more accurate budget estimations while also allowing staff and the consultant team to make necessary adjustments throughout the project. The proposed phasing is described below.

Stage 1- Phase 1 will involve a preliminary engineering screening and cultural resource screening of the FEMA repairs, develop a corridor map depicting potential capital investments, and develop a community engagement implementation plan. Additionally, the District has been selected for a \$35,952 Board of Soil and Water Resources (BWSR) Clean Water Fund grant which would partly fund a study to identify opportunities for stormwater management and stream improvements on MPRB land along Minnehaha Creek. This BWSR grant provides partial funding for the District to explore opportunities to align the FEMA flood repairs with stormwater management opportunities in the same vicinity which would allow the District to implement two complimentary water quality practices efficiently. At the conclusion of Stage 1 – Phase 1 we will be at a decision point where projects will either move into final design or move into longer-range planning within the creek corridor.

Stage 1 - Phase 2 will involve two tracks. One track will be finalizing design and overseeing construction of the FEMA repairs. The second track will develop a shared capital improvement plan to deliver on the inter-agency priorities identified in the MOU. In order to carry out the Stage 1 – Phase 2 work the District and MPRB will be negotiating a cooperative agreement which will identify responsibilities and funding obligations.

Stage 2 will be led by the MPRB and focus on creating a master plan for the Minnehaha Creek corridor in Minneapolis.

The action requested by this resolution (17-059) is for the Stage 1 – Phase 1 contract which will focus on preliminary design work for the FEMA repairs, carryout a stormwater study, develop a community engagement implementation plan, and establish a planning foundation for future phases. The HKGi, Wenck Associates & Inter-Fluve consultant team has coordinated with District, MPRB, and City staff to develop the Stage 1 – Phase 1 scope of work (attached) for Board consideration.

Funding:

To support the preliminary engineering, planning, community engagement and cultural resources work proposed in Stage 1 – Phase 1, a variety of funding sources will be leveraged. In addition to the \$511,000 secured from FEMA for the capital construction costs associated with stabilizing eroded stream bank, the FEMA award included \$16,000 for final design – which will be reserved for finalizing design in Phase 2. To

complement these awards from FEMA, the MCWD Board budgeted \$60,000 in fiscal year 2017 to advance the stream design through preliminary planning and design in coordination with the City of Minneapolis and the MPRB. Additionally, MCWD was awarded \$35,952 in Clean Water Legacy funds to perform integrated planning along the Minnehaha Creek Corridor, evaluating long term opportunities for stormwater management and flood mitigation in concert with improvements to the built environment.

The \$60,000 in MCWD budgeted funds, plus the \$35,952 in Clean Water Legacy funds will be used to complete Phase I work. These funds total \$95,952. The remaining \$11,678 needed to fully fund the proposed \$107,630 scope of work, will be sourced from the MCWD Planning Department budget.

ATTACHMENTS:

- June 5, 2017 Request for Qualifications
- Stage 1 Phasing Diagram
- Stage 1 - Phase 1 Scope of Work
- RFQ Submittals will be emailed out individually to Board Members

RESOLUTION

RESOLUTION NUMBER: 17-059

TITLE: Authorization to Execute a Contract for Preliminary Design for FEMA Repairs and Minnehaha Creek Corridor Planning

WHEREAS the Minnehaha Creek corridor has sustained damage to its water quality, channel stability, habitat and public use opportunities as the result of decades of urban development, urban stormwater discharges and adjacent urban uses; and

WHEREAS, the Minnehaha Creek Watershed District has identified Minnehaha Creek and Lake Hiawatha as being a priority area for capital improvements focused on stormwater management and increased recreational access; and

WHEREAS, for several years the MCWD has been working with the City of Minneapolis ("City") and Minneapolis Park and Recreation Board ("MPRB") to enhance the social, economic and environmental vitality along the Minnehaha Creek corridor and further the goals and purposes of the parties; and

WHEREAS, the MCWD Board of Managers adopted the policy "A Balanced Urban Ecology", memorializing a desire to bridge the historic governance gap between land use and water planning and capital investment; recognizing the long term community value created by strategic investment in infrastructure, public works, parks and the natural environment; and

WHEREAS, pursuant to *Balanced Urban Ecology* the District's overarching organizational strategy to accomplishing its mission is to:

- Develop high impact capital projects integrated with non-water initiatives through multi-jurisdictional partnerships
- Change the land-use and water policy environment to increase early value added partnership with private development, public infrastructure, and public policy/planning; and

WHEREAS, based on a history of partnership, the District, City and MPRB wish to reaffirm mutual recognition of the potential value added through formalizing agency coordination; and

WHEREAS, on February 23, 2017 the Board of Managers authorized the District Administrator to execute a Memorandum of Understanding (MOU) with the City and MPRB which outlines opportunities to collaborate and integrate mutual efforts in realms of land-use planning, stormwater management, flood mitigation, park and public land management, greenway development, and water resources improvements; and

WHEREAS, to facilitate the integrated planning activities outlined in the MOU, the District needs to retain a consultant to supplement staff in the fields of comprehensive planning, regional planning, water resources, mapping, and landscape architecture;

WHEREAS, on February 23, 2017 the Board authorized staff to issue a request for qualifications for the integrated planning of the Minnehaha Creek subwatershed within the City of Minneapolis and authorized staff to work with the selected consultant to develop a proposal to be brought back before the Board for final selection and authorization;

WHEREAS, on June 5, 2017 staff issued a request for qualifications from a pool of consultants for planning and engineering services to design Minnehaha Creek FEMA flood repairs and for planning of the Minnehaha Creek corridor;

WHEREAS, the MCWD received five proposals from consultant teams in response to the request for qualifications;

WHEREAS, MCWD may exercise its judgment in making decisions to retain professional services, and in this instance used an evaluation panel composed of MCWD, MPRB, and City staff;

WHEREAS, the evaluation panel reviewed the submittals and participated in an interview process and made its decision on the basis of team composition, skillset, demonstrated project understanding, and experience in corridor planning;

WHEREAS, the evaluation panel received and evaluated five proposals according to this protocol and recommends the selection of Hoisington Kogler Group Inc., Wenck Associates, and Inter-Fluve Inc. as the consultant team and the Board of Managers concurs in the evaluation and recommendation reached;

WHEREAS, MCWD, MPRB and City staff have worked with Hoisington Kogler Group Inc., Wenck Associates Inc., and Inter-Fluve Inc. to develop a scope of services;

WHEREAS, the scope and contract for engineering and planning support will be executed in phases in order to ensure accurate budget estimations and allow staff and the consultant team to make necessary adjustments to the process;

WHEREAS, future scope of services will be developed cooperatively between the Hoisington Kogler Group Inc., Wenck Associates Inc., and Inter-Fluve Inc. and the District and would be brought back before the Board for future consideration.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers selects Hoisington Kogler Group Inc., Wenck Associates, and Inter-Fluve Inc. as the consultant team to provide planning and engineering assistance in the development of FEMA flood repairs and Minnehaha Creek corridor planning;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, on advice of counsel, to execute a contract with Wenck Associates for the Stage 1 – Phase 1 work which includes the preliminary design of the Minnehaha Creek FEMA repairs and corridor planning for an amount not to exceed \$107,630, and authorizes the District Administrator to use an additional contingency of 10 percent of the not-to-exceed as in his judgement circumstances require.

Resolution Number 17-059 was moved by Manager _____, seconded by Manager _____.
 Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

 Secretary Date: _____

MINNEHAHA CREEK

QUALITY OF WATER



WATERSHED DISTRICT

QUALITY OF LIFE

REQUEST FOR QUALIFICATIONS

INTEGRATED PLANNING OF THE MINNEHAHA CREEK SUBWATERSHED WITHIN MINNEAPOLIS



PROPOSALS DUE: June 16, 2017 at 4:30 PM

QUESTIONS AND SUBMISSIONS:

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SECTION 1 - PROJECT OVERVIEW

1.1 PURPOSE

The Project seeks to develop a multi-jurisdictional concept plan and capital improvement plan (CIP) to improve the natural and built environments within the Minnehaha Creek subwatershed in the City of Minneapolis. Through this Request for Qualifications, the Minnehaha Creek Watershed District (District), in partnership with the Minneapolis Park Recreation Board (MPRB) and City of Minneapolis (City), is seeking a qualified inter-disciplinary consultant team (water resource engineering, landscape architecture, corridor and master planning, etc.) to:

- Stage One: Assist in the development of an integrated concept plan and CIP for short term work related to improvements to Minnehaha Creek:
 - 1.1: Develop a preliminary concept plan that integrates streambank restoration, stream channel modifications, stormwater management, riparian corridor improvements, flood mitigation, and regional trail and park improvements
 - 1.2: Provide design services to produce construction documents for approximately 3,000 lineal feet of streambank stabilization, with an estimated construction cost of \$512,000
 - 1.3: Provide bidding and construction oversight services
- Stage Two: Prepare a master plan for the Minnehaha Parkway Regional Trail meeting the requirements for a regional park master plan of the Minneapolis Park and Recreation Board.

The District, working closely with the MPRB and the City aims to engage a single consultant team for both aspects of the work. The District will coordinate Stage One work; Stage Two work will be largely coordinated by the MPRB.

Qualified teams will have a demonstrated track record of integrating system plans, design, construction and experience, skills and knowledge in comprehensive planning, regional planning, area and site master planning, corridor planning, infrastructure planning and implementation, land-use planning and development, natural resource planning, water resource planning, civil engineering, hydrology/hydraulics and geomorphology, landscape architecture, cross-agency collaboration, and federal and state funding sources. It is desired that the consultant team have experience in:

General Knowledge

- Familiarity working with the Minnehaha Creek Watershed District, City of Minneapolis, and MPRB
- Familiarity with Minneapolis flood areas
- Stormwater management
- Local, State, and Federal water quality regulations
- Local, State, and Federal permitting requirements
- Requirements for regional park master plans as defined by the Metropolitan Council
- Experience in generating estimates of construction and operations costs
- Creative funding strategies
- Experience in consensus building process, public interactions, and public engagement procedures, especially related to the MPRB's community engagement policy

Landscape Knowledge

- Demonstrated experience in landscape architecture, park planning, public space design, and master planning
- Understanding of the unique character/makeup of MPRB land along and within the Minnehaha Creek corridor
- Experience working with park districts
- Trail planning
- Corridor planning

Water Resources Engineering

- Civil engineering
- Understanding of the unique interaction of Minnehaha Creek hydraulics and stream capacity
- Familiar with XP-SWMM and P8 modeling
- Experience modeling for hydraulics, flooding, and stormwater
- Familiar with geomorphic character of Minnehaha Creek
- Familiar with 2012 Minnehaha Creek Stream Assessment
- Familiar with 2014 flood event on Minnehaha Creek and associated flood damage locations
- Experience with design, bidding, and construction oversight

Following selection of the consultant team the District and the MPRB will coordinate with the qualified consultant team to negotiate a scope of services and fee budget for the work. The District and the MPRB are taking the approach of selecting a consultant team based on qualifications and subsequently involving the selected consultant team in a collaborative process to prepare the scope in order to prepare the best integrated work related to the preparation of concept plans and capital improvement projects with the MPRB's master planning process.

1.2 BACKGROUND

Historically, Minnehaha Creek has been altered and utilized as a stormwater conveyance system. These alterations have impacted the ecological integrity of the stream and its riparian system. As a result, Minnehaha Creek is listed as an impaired water for multiple parameters as is downstream receiving waterbody Lake Hiawatha. In an effort to address these impairments the District has worked with the City and MPRB on various analyses in recent years to identify opportunities for stormwater management and stream improvements on MPRB land. MPRB and the City are expecting to make various infrastructure improvements in the coming years. The District, MPRB and the City are looking to identify opportunities for collaboration to integrate stormwater management, recreation improvements, stormwater improvements, and natural resource improvements along the Minnehaha Creek corridor.

To memorialize this integrated approach the three agencies have executed a Memorandum of Understanding (MOU) which outlines shared priorities and investment strategies to improve the natural and built environments within the Minnehaha Creek subwatershed in Minneapolis. The MOU (attached in the Appendix section) outlines how the three agencies will work together to identify multi-jurisdictional initiatives to achieve complex goals such as:

- Reducing flooding
- Achieving regional pollutant load reductions identified in TMDLs
- Reducing runoff volumes and peak flows to Minnehaha Creek
- Eliminating combined sewer overflows
- Enhancing the ecology and recreation opportunity of the creek corridor

Most immediately the District is looking at streambank stabilization and stormwater management. In 2014 Minnehaha Creek experienced record flooding which resulted in substantial erosion along the banks of the creek. In the fall of 2014 the District completed an assessment of flood damage and received Federal Emergency Management Agency (FEMA) funding for streambank repair at 32 sites along Minnehaha Creek within MPRB property. The current deadline to implement the FEMA funded streambank repairs is July 2018. Stage One of this project will involve developing design templates to implement the FEMA streambank repairs by July 2018. The District also received a MN Board of Soil & Water Resources (BWSR) Clean Water Fund grant which will fund a study to explore opportunities to align the FEMA streambank repairs with stormwater management opportunities. This study will need to be completed prior to the grant expiring in December 2019. The District is looking to capitalize on the grant funding obtained from FEMA and BWSR to

develop an integrated concept plan for the Minnehaha Creek corridor. Stage Two of this project will be the development of a Minnehaha Creek corridor concept plan which integrates infrastructure improvements and natural resource improvements and will be developed by following the District’s planning philosophy which is discussed in more detail in the Appendix section.

The MPRB is looking to prepare a master plan for the Minnehaha Parkway Regional Trail. Minnehaha Parkway Regional Trail, at 253 acres with 5.3 miles of parkway, is a regional facility within the Minneapolis park system. In 2015, the Metropolitan Council estimated more than 1.4 million visits to Minnehaha Parkway Regional Trail, making it one of the more visited regional park and trail facilities in the metropolitan area. The MPRB has identified funding for the Minnehaha Parkway Regional Trail in its 2018, 2019, and 2020 Capital Improvement Program. In order to best use the available funds, and in accordance with Metropolitan Council guidance, the MPRB uses master plans to direct funds to construction projects. In total, the MPRB designated \$3,111,270 for master planning and capital improvements, with approximately \$250,000 total designated for creation of the master plan (inclusive of MPRB administrative time). The MPRB has made incremental improvements to trails in portions of the corridor. Recent improvements include a section of shared use trail near Lyndale Avenue.

The City is leading a study to address localized flooding in the Fulton neighborhood and is looking at other flood mitigation projects near Minnehaha Creek. Therefore, the District, MPRB, and the City are seeking a consultant team to:

- Integrate each agency’s priorities together into a concept plan
- Design and oversee construction of approximately 3,000 lineal feet of streambank stabilization
- Integrate all of this work into a regional park master plan

1.3 PROJECT AREA

The map titled *Opportunity Locations – Minneapolis* in the Appendix section identifies three areas within Minneapolis noted as “Integrated Planning”, “Flood Damage Repair” and “Minnehaha Glen”. These three areas were identified through a mapping exercise which layered in potential District, MPRB, and City improvement projects. These three areas have preliminarily been identified as focal areas for the integrated planning between MCWD, MPRB, and the City. These three identified areas will serve as a starting place for the integrated planning work, however, the integrated planning boundary will not be limited to these areas.

The project area for the MPRB’s master planning effort includes areas defined as Minnehaha Parkway Regional Trail (see Appendix for map). This park includes all MPRB lands adjacent to Minnehaha Creek stretching from the western city limits to Hiawatha Avenue. This does include that portion of the creek west of the outlet from Lake Harriet—a section with more limited recreational amenities. It does not include areas adjacent to the creek within Nokomis-Hiawatha Regional Park (for which a master plan exists), between Cedar Avenue and 28th Avenue.

1.4 ROLES AND RESPONSIBILITIES

The Project will be conducted in collaboration between the District, MPRB, City, as well as local stakeholders. These agencies share a responsibility for improving the environmental quality within the Minnehaha Creek Subwatershed within the City of Minneapolis, and recognize the benefit of working in close partnership at the intersection of the vision and mission of the respective agencies. Roles and responsibilities of the parties will be defined in future project specific Agreements, but are generally outlined below. More details on the project participants can be viewed in the Appendix section.

- **Minnehaha Creek Watershed District:** Will provide project management oversight and direct all workflow to the consultant team for Stage One of the project. Will provide a preliminary synthesis of multijurisdictional plans. Will facilitate the multijurisdictional public process and present publically to elected officials and policy makers.
- **Minneapolis Park and Recreation Board:** Will largely provide project management oversight and direct all workflow to the consultant team for State Two of the project
- **City of Minneapolis:** Will provide input to the District and MPRB for Stage One and Stage Two.

SECTION 2 - PROJECT SCOPE

2.1 MINNEHAHA CREEK INTEGRATED CONCEPT PLAN

The scope of work for the integrated planning for the Minnehaha Creek corridor will include the following as core components of and considerations for final deliverables:

- **Concept Plan:** The concept plan, developed through coordination with the District, MPRB, and City, will consider natural resource issues and drivers in the area and understand local priorities by assessing agencies' existing plans and policies. The concept plan will integrate streambank restoration, stream channel modifications, stormwater management, riparian corridor improvements, flood mitigation, and regional trail and park improvements. The concept plan will include development of a multi-year CIP, site concept plans as needed, a schedule for project implementation, and funding strategies for project implementation.
- **Design Services:** Create design templates for FEMA streambank repairs to be implemented by July 2018. Carryout study to explore opportunities to align FEMA streambank repairs with stormwater management opportunities. Evaluate and design green infrastructure BMPs, streambank repairs, flood mitigation, stream remnants, and stormwater projects for implementation. Develop standard planning and design templates to be used for future projects (e.g. stormwater, streambank, trails, etc.). Develop feasibility level cost estimates for identified projects within the concept plan.
- **Bidding & Construction Oversight:** Provide construction oversight services for FEMA streambank repairs and potentially other identified projects from the concept plan.
- **Concept Plan Guidance:** The consultant team will be tasked with applying the District's planning philosophy to help facilitate the development of a plan that integrates plans, policies and investments across jurisdictions and the public and private sectors. The District, City and MPRB commit to work together by designating staff representatives to a Planning Team. Effort will also be made to engage state and federal agencies, community groups, private landowners, and business leaders. The interagency Planning Team will discuss long range planning, alignment of policies, feasibility studies, master plans, capital improvement projects, and operations and maintenance plans. The consultant team will facilitate collaborative interagency work sessions with technical staff.

2.2 MINNEHAHA PARKWAY REGIONAL TRAIL MASTER PLAN

The scope of work for master planning for the Minnehaha Creek Regional Trail will include the following as core components of and considerations for the final deliverables:

- **Master Plan:** The master plan, developed through a community engagement process, will consider cultural and natural resources; the historic and present day use of the trail, creek, and lands adjacent to the creek; existing and potential recreation opportunities; events programming and infrastructure; trail and parkway circulation; ecological stewardship; and water quality. MPRB staff will seek a charge and composition for a Community

Advisory Committee (CAC) to offer guidance, input, and recommendations during the master planning process. The Master Plan will include the CAC's recommendations and a list of projects with associated cost estimates to accomplish these recommendations. The MPRB may choose to draft the final master plan document, depending on the consultant team selected for the work.

- **Priorities for Implementation:** The MPRB Board of Commissioners has directed funding for the Minnehaha Parkway Regional Trail through its Capital Improvement Program. The community, through the CAC and other input methods, will offer input on priority improvements as a part of the master planning process.
- **Master Plan Review, Approval, and Adoption:** Upon completion of community engagement, the consultant, or the MPRB based on the consultant selected, will prepare a written document that satisfies the Metropolitan Council's 2040 Parks Policy master plan requirements. If the consultant is engaged to prepare the document, the consultant may be asked to modify the draft two or three times to reflect public comments which will arise during the review and approval process. After a public hearing and full MPRB Board approval of the plan and CAC recommendations, a final document will be prepared for submission to the Metropolitan Council.
- **Master Plan Guidance:** The MPRB will form several committees to provide additional guidance in the creation of the master plan, including but not limited to project a Community Advisory Committee, a Project Advisory Committee comprised of MPRB staff, and a Technical Advisory Committee comprised of staff of other agencies.

The master plan for the Minnehaha Parkway Regional Trail shall be completed by the end of September 2018 to allow sufficient time for planning, design, and permitting of improvements beginning in 2019. A complete scope of work for the master plan will be defined in concert with the selected consultant.

2.3 ANALYSIS OF EXISTING RESOURCES

The District, MPRB, and City have the following resources available. The consultant team will work with the agencies to expand on this information where necessary.

- 2012 Minnehaha Creek Stream Assessment
- 2013 Technical Memo – MCWD/MPRB Cooperative Infiltration BMP Concepts
- 2014 Minnehaha Creek Flood Damage Assessment
- Minnehaha Creek Reaches 1-12 meander study
- Minnehaha Creek Canoe Landing Inventory and Recommendations
- Minnehaha Creek Maps identifying project opportunity locations (April 2017)
- DNR Channel and Floodplain Velocity in Minnehaha Creek Reach 1 and Reaches 7-11 Maps
- MPRB Nokomis-Hiawatha Regional Park Master Plan

2.4 COMMUNITY ENGAGEMENT

It is the intention of the MCWD and the MPRB to create a single and continuous community engagement process for both stages of the work. While there may be varying technical requirements for engagement from each agency, from the perspective of the public all community engagement activities shall be seen as wholly supporting a project co-led by two agencies and aimed at optimizing opportunities for improvements within the project area.

SECTION 3 - RFQ SCHEDULE AND SUBMISSION CONTENT

3.1 TENTATIVE SCHEDULE (SUBJECT TO REVISION)

| TIMELINE | |
|---|------------------------|
| RFQ released | June 5, 2017 |
| *Optional Pre-Submission Meeting at MCWD Office | June 8, 2017, 11:00 AM |
| Submission deadline | June 16, 2017, 4:30 PM |
| Interviews held at District's and MPRB's option | June 21-22, 2017 |
| Final selection | June 23, 2017 |
| Scope development phase | June 26 - July 7, 2017 |
| MCWD Board Action – Contract Approval | July 13, 2017 |

*Pre-Submission Meeting will be held at the MCWD office at 11:00 AM on June 8, 2017. This meeting is not mandatory for the RFQ submittal. This meeting is open to any firms who would like to ask questions regarding this RFQ.

The process of engaging the selected consultant for Stage Two requires approval by the MPRB Board of Commissioners. Because of the need to initiate Stage One work, engagement by the MPRB may lag behind engagement by the MCWD.

3.2 SUBMISSION CONTENTS

1. *Cover Page* (1 page):
 - a. Lead consultant name and mailing address
 - b. Contact person's name, title, phone number, and email address
 - c. Signature of the individual(s) authorized to negotiate and bind the consultant contractually
2. *Introduction* (2 pages*): Explain briefly why this team is interested in the project, in working with the District, MPRB, and City and why the team is best suited to the project. Describe the team's understanding of the unique conditions and opportunities related to the anticipated work. Do not restate information contained in this request.
3. *Team Composition and Performance*: Summarize the consultant team's background and focus. Provide a team organizational chart that identifies a project manager and the relationship among consulting team members. Explain the firm's planning philosophy, project management principles, and community engagement philosophy for this type of work, and how this consultant team's structure best facilitates those philosophies for the benefit of the public and the agency partners to this project, especially given the separate stages of the work anticipated.
4. *Key Personnel*: Explain each team member's unique previous roles and relevant experience, with a particular focus on the skills and experience related to this project. Identify the role each team member will have for this project, especially where the team member brings unique or special expertise to the project. Limit: 7 pages. Resumes (2 page max per team member) may be included as an appendix to the submittal.
5. *Relevant Project Experience*: Discuss the team's expertise in comprehensive planning, regional planning, area and site master planning, corridor planning, infrastructure planning and implementation, land-use planning and development, natural resource planning, water resource planning, hydrology/hydraulics and geomorphology, landscape architecture, cross-agency collaboration, and federal and state funding sources. Summarize the team's experience in the delivery of master plans conforming to the requirements of the Metropolitan Council. Identify,

though past project demonstrations, any unique applications or innovations that resulted from this team's involvement in those projects. For each reference project, identify those members of the team proposed for this project that were involved and specify their role in the reference project.

Provide a list of past plans as comparable references. In particular, highlight any projects that have involved integrated planning across jurisdictions and governmental units. Limit: 8 most relevant projects between all the firms and maximum 1 page summary for each project.

Proposals should adequately communicate how the project team meets the following general skills and abilities requirements:

1. Ability to understand, interpret and synthesize public goals and plans into an integrated vision that visually depicts the potential relationship between built and natural system components at a regional, area wide and site-specific scale.
 2. Ability to develop visually compelling concept plan graphics, and final plan layout.
 3. Ability to effectively condense complex plan concepts into a document that can be communicated to stakeholders.
 4. Provide project management capabilities and effective client communication.
6. *References:* Please provide three references for each firm comprising the consultant team. Include the contact's name, address, phone number and relationship to the firm.

**Page numbers are given for 8.5"x11" submissions and consider a page to be one face of a sheet of paper. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Submissions made on 11"x17" must use a 50% page number reduction*

Submissions must be made by 4:30 PM on June 16, 2017 to Tiffany Schaufler, Project & Land Manager. Submissions may be made by email to tschaufler@minnehahacreek.org or hard copies may be mailed to: Minnehaha Creek Watershed District, ATTN: Tiffany Schaufler, 15320 Minnetonka Blvd, Minnetonka, MN, 55345.

3.3 CONSULTANT TEAM SELECTION

The MCWD, MPRB, and City will select a consultant team based on the qualifications submitted. It is anticipated that the work of Stage One will be performed under a contract with the MCWD, and that the work of Stage Two will be performed under a contract with the MPRB. The agencies will coordinate efforts with the selected consultant to ensure all aspects of a final scope are reasonably assigned with necessary guidance, but both agencies will be integrally involved in both stages of the work. Work performed for the MPRB will be required to meet Small and Underutilized Business Program (SMBP) goals as defined by the City of Minneapolis. At this point, the specific requirement is not known; past similar projects have included SUBP goals ranging from eight to twenty percent.

SECTION 4 - EVALUATION CRITERIA

Statements of Qualifications will be reviewed by District, MPRB and City staff. Final selection will be made by formal action of the District's Board of Managers and the MPRB Board of Commissioners. A recommendation for selection may be made on the basis of the Statements of Qualifications, or the District, MPRB, and City may, at their discretion, elect to interview one or more respondents prior to making a recommendation.

The District will award the consultant team that it believes is best suited to address the proposed project as outlined considering the team's demonstration of experience, knowledge, skills and abilities listed above. Additional consideration will be provided in areas of team fit and ability to work collaboratively with the District and agency partners.

The District and MPRB will work with the selected consultant team to develop a detailed scope of services for the Integrated Planning effort and will subsequently negotiate fees and terms for the work. The District plans to invest between \$60,000 and \$100,000 in the Stage One work, including planning services and all related expenses. The MPRB will direct up to \$250,000 for work related to Stage Two, including all services and related expenses.

In evaluating the submissions and selecting a respondent, the District reserves the following rights:

- To reject any submission, and may for good cause, reject any or all submissions when it is in the public interest to do so;
- To issue subsequent requests for qualifications, if desired;
- To assemble a qualified team;
- To negotiate with any respondent to amend, modify, refine, or delineate its submission, and the agreement price as it is affected by such negotiation of scope of services, and specific agreement terms;
- To request additional or more detailed information from any respondent.

SECTION 5 - OTHER INFORMATION

The following information is provided as information to those firms intending to submit statements of qualifications in response to this request. Attachments in the Appendix section include:

- Aerial photograph of Minnehaha Parkway Regional Trail master plan area, including the boundary of the regional trail;
- MPRB standard professional services agreement; the selected consultant will be expected to complete the requirements of the agreement and submit signed copies prior to beginning work. The agreement cannot be changed without approval by the Board of Commissioners. The work of Stage Two requires approval by the Board of Commissioners; and
- Template for MPRB community engagement.

The MPRB may, from time to time, request changes in the Scope of Services to be performed by the consultant team. Such changes, including any increase or decrease in the amount of consultant's compensation, which are mutually agreed upon, shall be incorporated in written amendments to the Professional Services Agreement and may require approval by the Board of Commissioners, a process which may require several weeks. Consultants shall monitor their budgets and plan and budget time accordingly. The consultant team shall provide all personnel required to perform the services. Such personnel shall not be employees of or have any contractual relationship with the MPRB.

**Memorandum of Understanding
to support the
Integrated Planning
of
the Minnehaha Creek Subwatershed within Minneapolis**

March 28, 2017

This Memorandum of Understanding (“MOU”) is entered into effective as of the date of the last signature on this document (“Effective Date”) by and between the City of Minneapolis (“City”); the City of Minneapolis acting by and through its Park and Recreation Board (“MPRB”), a body corporate and politic under the laws of the State of Minnesota; and the Minnehaha Creek Watershed District (“MCWD”), a watershed district duly established pursuant to Minnesota Statutes Chapter 103D.

Recitals and statement of purpose

- a. The parties share responsibility for improving environmental quality within the Minnehaha Creek Subwatershed of the City of Minneapolis, and recognize the benefit of working in close partnership at the intersection of the vision and mission of the respective organizations.
 - i. The Minneapolis Park and Recreation Board exists to provide places and recreation opportunities for all people, and is committed to protecting and improving its natural resources parkland and recreation opportunities for current and future generations.
 - ii. The Minnehaha Creek Watershed District has articulated a vision of a landscape of vibrant communities where the natural and built environments exist in balance to create value and enjoyment, and is committed to protecting and improving land and water through public and private partnerships.
 - iii. The City of Minneapolis has set a course to be a growing and vibrant world-class city with a flourishing economy and pristine environment, where all people are safe and healthy and have equitable opportunities for success and happiness.
- b. The parties share a history of successful collaboration having cooperated on projects such as the Minneapolis Chain of Lakes Regional Park Project,

one of the largest urban water-quality restoration projects to date in the United States.

- c. The parties recognize that their mutual goals are best achieved through integrated land and water resource planning, and wish to memorialize their commitment to working together in pursuit of a balanced urban ecology that integrates goals and plans for the natural and built environments.
- d. To support the level of integration and alignment desired across respective plans, policies and investments, the parties wish to establish a framework to actively coordinate and align their respective work on an annual basis, at both a policy and technical level.

1. Goals

- a. The parties will work together to coordinate and align policies, plans and capital improvements to improve the natural and built environments within the Minnehaha Creek subwatershed in the City of Minneapolis.
- b. The parties will work together to identify multi-jurisdictional initiatives to achieve complex water resource goals such as:
 - i. Reducing flooding
 - ii. Achieving regional pollutant load reductions identified in TMDLs
 - iii. Reducing discharge volumes to, and peak flows within Minnehaha Creek,
 - iv. Eliminating combined sewer overflows and reducing inflow and infiltration to the sanitary sewer
- c. Wherever possible, the parties will work to integrate natural resource goals across disciplines to intersect with planned recreation improvements, infrastructure improvements, development, etc., to reduce cost and maximize public benefit.
- d. The parties will achieve the desired integration through the use of a predictable and repeatable annual work plan, identifying opportunities to establish shared agency priorities that can be subsequently incorporated into budgets, capital improvement plans, policy development, master planning efforts, and other agency-specific plans and initiatives.
- e. The parties intend for these shared agency priorities to benefit from collaborative planning, cost sharing, and the development of investment strategies that will attract additional outside funding, through the coordinated pursuit of grant funds, legislation, and other partnerships.

2. **Example Opportunities for Partnering under the MOU**

- a. FEMA Repairs to Minnehaha Creek – The Minnehaha Creek Watershed District (MCWD) has been awarded monies from the Federal Emergency Management Association to repair sections of streambank on Minnehaha Creek, damaged during 2014 flooding. The MCWD has also been awarded monies from the Clean Water Legacy Fund to integrate the planning of FEMA damage repair with opportunities to address water quality issues associated with stormwater discharges into Minnehaha Creek. Together these efforts will improve the ecological integrity of the Minnehaha Creek corridor and reduce pollutant loading to Lake Hiawatha, an Impaired Water.

This work intersects with the clean water and recreation goals of the Minneapolis Park and Recreation Board, that has planned investments in trail improvements within areas of identified damage to Minnehaha Creek; is undertaking an ecosystems services plan for MPRB land; and has interest in developing a shared vision for the Minnehaha Creek corridor through the City of Minneapolis. This work also intersects with the clean water and infrastructure management goals of the City of Minneapolis that has planned stormsewer improvements within the areas of identified damage to Minnehaha Creek.

The parties have a mutual interest in collaboratively planning this FEMA work to identify opportunities for the intersection of streambank improvements, stormwater management improvements, infrastructure improvements, recreation investments, ecosystems and corridor plans.

- b. Hiawatha Golf Course – The City of Minneapolis and the Minneapolis Park & Recreation Board are pursuing investigations of alternatives to the current level of stormwater and groundwater pumping. The investigations will consider methods of addressing TMDL levels at Lake Hiawatha, water and habitat quality at Lake Hiawatha and Minnehaha Creek, localized flooding and groundwater intrusion for nearby private properties and public streets, local stormwater infrastructure function and capacity, and enhanced or expanded public recreation opportunities.
- c. Priority Flood Mitigation Areas 29/30 in the vicinity of 50th and Chowen – there is a need to integrate planning and implementation actions to address localized flooding in the Fulton neighborhood just north of Minnehaha Creek and south west of Lake Harriet. The City intends to lead the feasibility study, design, and construction of flood mitigation working in close coordination with MPRB, recognizing programmed neighborhood park improvements and aligning with MCWD efforts to minimize pollutants and minimize peak flows to connected downstream waters.

3. **Integrated Planning Process**

- a. The parties commit to work together by designating staff representatives to a Planning Team who are well informed about all their respective agency goals, plans, and budgets.
- b. The Planning Team will collaborate at least quarterly to identify opportunities for shared agency priorities, and be responsible for jointly recommending to policy makers the alignment of policies, long range planning efforts, master plans, feasibility studies, capital improvement plans, and the operational and project budgets to support them.
- c. The City of Minneapolis and the Minneapolis Park and Recreation Board prepare budget requests for the Capital Long Range Improvement Committee (CLIC) in the first quarter of each calendar year to establish capital project and program priorities for five years.
- d. The MCWD begins budget forecasting in the first quarter of each calendar year and produces a draft 2-3 year capital improvement plan, which it distributes for review, in June of each calendar year.
- e. On or before March of each year the Planning Team will produce a draft 2-5 year Partnership Plan and Investment Strategy. The Plan will inform and be informed by the CLIC process. The Plan will identify opportunities for integrating planning, policy, and capital project initiatives across agencies. The Plan will include, but not necessarily be limited to:
 - i. A brief initiative/project description;
 - ii. Estimated upfront costs, capital costs and long-term operation and maintenance costs;
 - iii. Potential cost sharing opportunities across the agencies;
 - iv. Supporting outside funding and financing (grants, appropriations, bonding, etc); and
 - v. Timelines for implementation including quarterly milestones
- f. The parties agree that this Partnership Plan is intended as a planning guide for coordinated project planning and implementation, but does not formally obligate any party to implementation of any specific project; such commitments are to be addressed in specific project agreements, as discussed below.
- g. On or before June 30 each year, the Technical Planning Team will present the Partnership Plan for review and a resolution of support by each party's governing board or council. For the City the CLIC process and development and presentation of the annual budget will satisfy this provision. The plan will inform the respective agencies' budget priorities.

4. Project Development and Implementation Process

- a. Following review and support of the Plan by each agency, the Planning Team will jointly develop a project specific implementation plan to be memorialized into a project specific agreement. Project specific implementation plans will detail roles and responsibilities for further feasibility studies, design, bidding, construction management and oversight, and long-term operations and maintenance.

5. Term

This MOU shall be effective until December 31, 2022, and may be renewed thereafter by agreement of the parties for terms of five years, or other terms as the parties may decide (“Term”).

6. Termination and Withdrawal

- a. Withdrawal. Any party may withdraw from this MOU upon 30-days prior written notice to the remaining parties, evidenced by resolution of the Party’s governing body.

- b. Effect of Withdrawal, and Obligations. A party withdrawing from this Agreement shall fulfill any remaining or outstanding obligations previously entered into under.

- c. Termination. This MOU shall terminate upon the occurrence of any one of the following events:

- (i) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- (ii) When a majority of the parties agrees to terminate this MOU; or
- (iii) Upon expiration of the Term.

7. Liability

- a. Each party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its commissioners, officers and employees and any liability resulting there from to the extent authorized by law. No party shall be responsible for the acts of the others and the results thereof. This MOU shall not change, alter, or affect the preexisting liability or absence of liability of any party. Each party acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statute. Each party agrees to promptly notify all parties if it becomes aware of any potential claim(s) related to this MOU, or facts giving rise to such claims.

b. Notwithstanding the foregoing, the terms of this MOU are not to be construed as, nor operate as, waivers of a party's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466.

8. Data and Intellectual Property

a. The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable State and Federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. Each party shall be responsible for any claims resulting from its officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section.

b. No party shall acquire any right, title or interest in any other Party's data that is restricted from public disclosure by any applicable law.

c. All right, title and interest in all copyrightable material which the parties may conceive or originate and which arises directly out of the performance of this MOU are the joint property of the parties. Each party grants the other parties a perpetual, irrevocable, royalty-free, worldwide and nonexclusive license to use any copyrighted material for any legal purpose including but not limited to using, disclosing, reproducing, modifying, preparing derivative works from, distributing, performing and displaying the copyrighted material.

9. Subsequent Agreements. This MOU constitutes the entire agreement between the parties as of the Effective Date and supersedes all prior written or oral agreements relating to the formation of this MOU. Notwithstanding any other provision to the contrary, any subsequent or ancillary agreement between one or more of the parties arising out of the partnering or cooperation contemplated by this MOU must be memorialized in writing, and shall be subject to the contracting policies, procedures, and laws applicable to each such party.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

For the City of Minneapolis

By: _____

For the Minneapolis Park & Recreation Board

By: _____

For the Minnehaha Creek Watershed District

By: _____
Lars Erdahl, Administrator

MINNEHAHA CREEK WATERSHED DISTRICT PLANNING PHILOSOPHY

The heart of the District's planning and implementation philosophy acknowledges a need to integrate natural resource planning with the land-use planning, development, and infrastructure improvements that create the built environment.

These other planning spheres drive changes in the landscape, exerting pressure on natural systems. Conversely, natural resource planning that is not well integrated with the built environment often misses opportunities to enhance social and economic value within communities. When well integrated, development, infrastructure improvements, and natural systems can work together to create a stronger more resilient landscape, with higher environmental, social, and economic value at a reduced cost to the public.

In 2014, the District Board of Managers adopted a policy framework *In Pursuit of a Balanced Urban Ecology* which memorializes the District's commitment to integrating water resources with land use through partnership with public and private stakeholders, focus on high-priority projects, and flexibility and innovation in government. The District has received substantial recognition applying this model in the Minnehaha Creek Greenway (project description attached).

This philosophy is founded on the principles that:

- Natural systems can serve to underpin local identity and sense of place, generating social and economic value, and should therefore help guide the planning of development, infrastructure, and parks and open space.
- Communities are enhanced and strengthened by connections and linkages to other communities, to urban resources, networks and systems, and to natural areas.
- The integration of natural and built systems will enhance the long term social and economic value of communities.

IN PURSUIT OF A BALANCED URBAN ECOLOGY IN THE MINNEHAHA CREEK WATERSHED

WHAT: Everyone who lives and works in the Minnehaha Creek Watershed is part of an intricate urban ecological system of natural and man-made parts. Finding ways for these parts to work in reasonable harmony is the key to achieving the balanced, sustainable and ultimately successful communities we seek. Rather than viewing the natural and built environments as a clash of opposing forces, we recognize the inter-related and inter-dependent character of modern life; communities cannot thrive without healthy natural areas, and healthy natural areas become irrelevant without the interplay of human activity. This is the integrated setting in which we live.

As caretakers of the Minnehaha Creek Watershed, we aim to manage our natural resources within this broader ecological context. Recognizing the integrated relationships of our surroundings, we seek also to integrate our work with that of other partners in the public, private and civic sectors. This kind of genuine community collaboration provides our best hope for protecting and improving our water resources while attaining the economic growth and high-quality built environment that will work to the benefit of all.

WHY: *We will be more effective if we work in partnerships.* A healthy natural environment is in everyone's best interest. Adopting that truth as an over-arching principle will help us to protect and sustain the lakes, streams, wetlands, wildlife habitat and public green spaces that are the signature of our metropolitan area while also helping to grow our economy in responsible ways. Indeed, our quality of life and our economic wellbeing are inextricably linked. Any notion that land development and environmental protection are locked in a winner-take-all battle is sadly outdated.

Unfortunately, government structures haven't quite caught up with that reality. Land-use activities continue to be primarily the focus of private enterprise as well as the various planning, zoning, public works and job-creation agencies in several layers of government. Meanwhile, other interests, mainly non-profits and other government agencies are focused on conserving natural assets and protecting them from the damage that development can inflict. No single entity has the authority or the resources to cope with all of these questions, or to strike a reasonable balance. That's why collaboration is so important.

Successful, sustainable, livable communities are built on a foundation of *integrated* planning – planning that recognizes communities as living organisms and takes into consideration all components of the urban ecology. Our work will be strengthened through these collaborative efforts. Not only will they offer greater community impact, they will produce creative public-private funding opportunities that will leverage scarce resources and maximize benefits. Going it alone is no longer the best path forward.

HOW: Three guiding principles will drive our actions:

- ***We will join with others in pursuing our watershed management goals.*** Success will be built on collaborative efforts among multiple partners in various sectors. The aim will be to develop a deeper understanding of the needs and desires of communities in order to design watershed projects that are more broadly conceived and appreciated, and that enhance social and economic viability as well as environmental benefit. To accomplish this, the MCWD will work with other government agencies, private landowners and developers, and philanthropic partners in cross-jurisdictional settings. We can serve in any number of roles in seeking to improve land development decisions, enhance water and natural resources planning, advance job creation or expand recreational activities. In this way, watershed initiatives are more likely to contribute to the broader project of building successful, sustainable communities.
- ***We will intensify and maintain our focus on high-priority projects.*** While our approach will broaden, our focus will not weaken, nor will our attention span diminish. Complex water management issues require perseverance as well as a cooperative and creative spirit. Our aim will be to develop high-impact projects through a sound public process, one that is transparent and open to the contributions of community stakeholders. At the same time, we will not neglect the more routine needs of the entire watershed. It is through the trust and depth of human relationships that organizations perform best. Our aim is to focus and to sustain: to seek new projects but not to forget our responsibility to operate and maintain that which we've already built.
- ***We will be flexible and creative in adapting our practices to those of our partners.*** MCWD will provide a safe harbor for bold, creative thinking among all partners. Rather than erect barriers, we will encourage projects that incorporate the investment plans and the capital improvement programs of our partners, recognizing the greater potential benefits that can come from leveraging various assets. With our partners, we will seek new ways to forge effective public, private and civic sector collaborations that benefit the environment, the economy and the social wellbeing of our communities.

Connecting Communities through a Balanced Urban Ecology



Placemaking

Recognizing the interdependence of the built and natural environments and understanding the economic and social value of a healthy natural environment, the District and its partners are implementing the largest urban stream restoration in the Twin Cities.

Since 2009, the District has collaborated with the Cities of Hopkins and St. Louis Park, along with other public and private entities, rapidly planning and constructing projects that:

- provide public access to 50 acres of creekside open space for the first time since 1940
- daylight and restore 1.5 miles of stream channel
- mitigate flooding and treat 550 acres of urban stormwater runoff
- create more than two miles of trail system

This coordinated effort creates a sense of place along the once-hidden asset of Minnehaha Creek, and:

- connects communities and employment centers to housing, recreation and open space
- offsets regulatory requirements, catalyzing private business expansion and stimulating job creation
- reduces crime
- decreases public infrastructure costs through innovative partnership.

By the numbers

- 50 acres of newly-accessible green space
- 2 miles of new trail network
- 600 housing units now within a 10-minute walk of SW LRT
- 150 jobs created
- 1.5 miles of restored stream channel
- 550 acres of stormwater management

Partner Contributions

- \$450K - St. Louis Park
- \$1.5M - Hopkins
- \$788K - Clean Water Legacy Funding
- \$1.6M - Knollwood Mall
- \$615K - Park Nicollet
- \$1.3M - MPCA Public Facilities Authority
- Free easements from Meadowbrook Manor, Excelsior Townhomes and Japs Olson
- Met Council Environmental Services – project design and construction

Partners

Benilde-St. Margaret's | Blake Road Corridor Collaborative | Blake School | Board of Water and Soil Resources
CampFire MN | Creekwood Apartments | Excelsior Townhomes | Hennepin County | Hopkins | Izaak Walton League
Japs Olson | Knollwood Mall | Meadowbrook Manor | Meadowbrook Collaborative | Metropolitan Council
Environmental Services | Metropolitan Council Metro Transit | MN DNR | MPCA - Public Facilities Authority
Park Nicollet | St. Louis Park | St. Louis Park Rotary | St. Louis Park Schools | Target Corporation | Three Rivers Park District | UMN

Minnehaha Preserve

The Minnehaha Preserve was completed through partnerships with Park Nicollet, St. Louis Park, State of MN, Meadowbrook Manor, St. Louis Park Rotary, Excelsior Townhomes and Japs Olson. This series of projects created access to 39 acres of green space along almost 1 mile of restored Minnehaha Creek; provides 1.5 miles of trail loop, recreation and environmental education opportunities; manages over 85 acres of regional stormwater; and brings 600 housing units within walking distance of LRT, connecting parks, housing, transit and employment.



Cold Storage Property

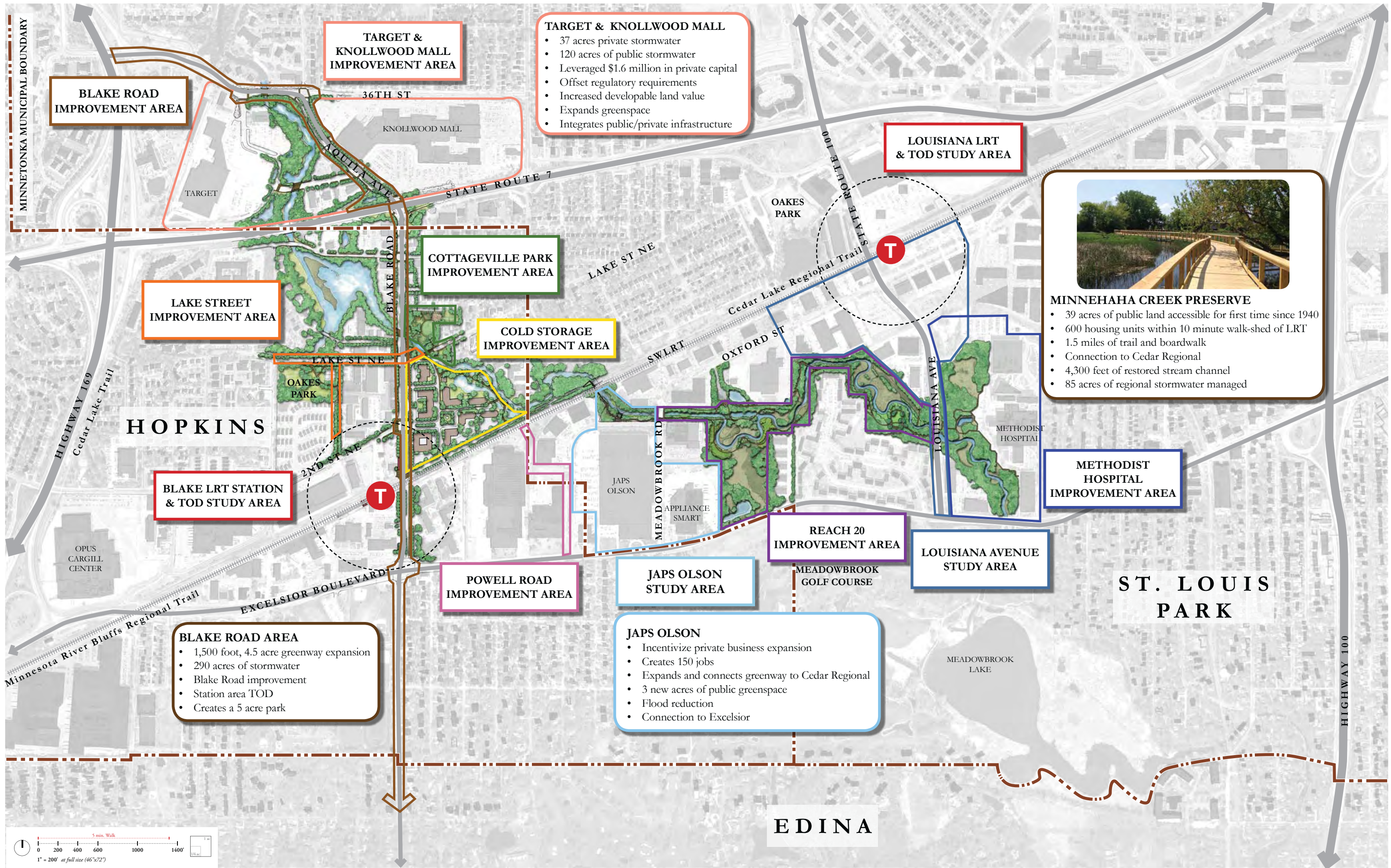
The District's acquisition of the 17-acre Cold Storage facility provides opportunities to revitalize the Blake Road Corridor through mixed-use, transit-oriented, environmentally-conscious development around the Blake Road station; while expanding a 1,000 ft, 4.5-acre greenway; managing over 260 acres of regional stormwater; catalyzing business expansion and job creation; and connecting Hopkins and St. Louis Park through the Minnehaha Creek Greenway. Beginning in 2014, the Cold Storage site will be incorporated into the SW LRT Community Works master development planning process for the Blake Road Station Area.



Cottageville Park

Following the Blake Road Small Area Plan funded by Hennepin County, the MCWD and City of Hopkins assembled land and are implementing a 4-acre park expansion to Cottageville Park in 2014. The park improvements expand and connect the Minnehaha Creek greenway, treat 30 acres of runoff, offset stormwater regulation for affordable housing, and create needed open space and recreation land within this heavily urbanized area.





BLAKE ROAD IMPROVEMENT AREA


TARGET & KNOLLWOOD MALL IMPROVEMENT AREA

- TARGET & KNOLLWOOD MALL**
- 37 acres private stormwater
 - 120 acres of public stormwater
 - Leveraged \$1.6 million in private capital
 - Offset regulatory requirements
 - Increased developable land value
 - Expands greenspace
 - Integrates public/private infrastructure

LOUISIANA LRT & TOD STUDY AREA

LAKE STREET IMPROVEMENT AREA

COTTAGEVILLE PARK IMPROVEMENT AREA



MINNEHAHA CREEK PRESERVE

- 39 acres of public land accessible for first time since 1940
- 600 housing units within 10 minute walk-shed of LRT
- 1.5 miles of trail and boardwalk
- Connection to Cedar Regional
- 4,300 feet of restored stream channel
- 85 acres of regional stormwater managed

COLD STORAGE IMPROVEMENT AREA

BLAKE LRT STATION & TOD STUDY AREA

METHODIST HOSPITAL IMPROVEMENT AREA

- BLAKE ROAD AREA**
- 1,500 foot, 4.5 acre greenway expansion
 - 290 acres of stormwater
 - Blake Road improvement
 - Station area TOD
 - Creates a 5 acre park

POWELL ROAD IMPROVEMENT AREA

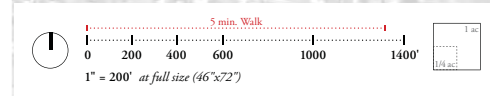
JAPS OLSON STUDY AREA

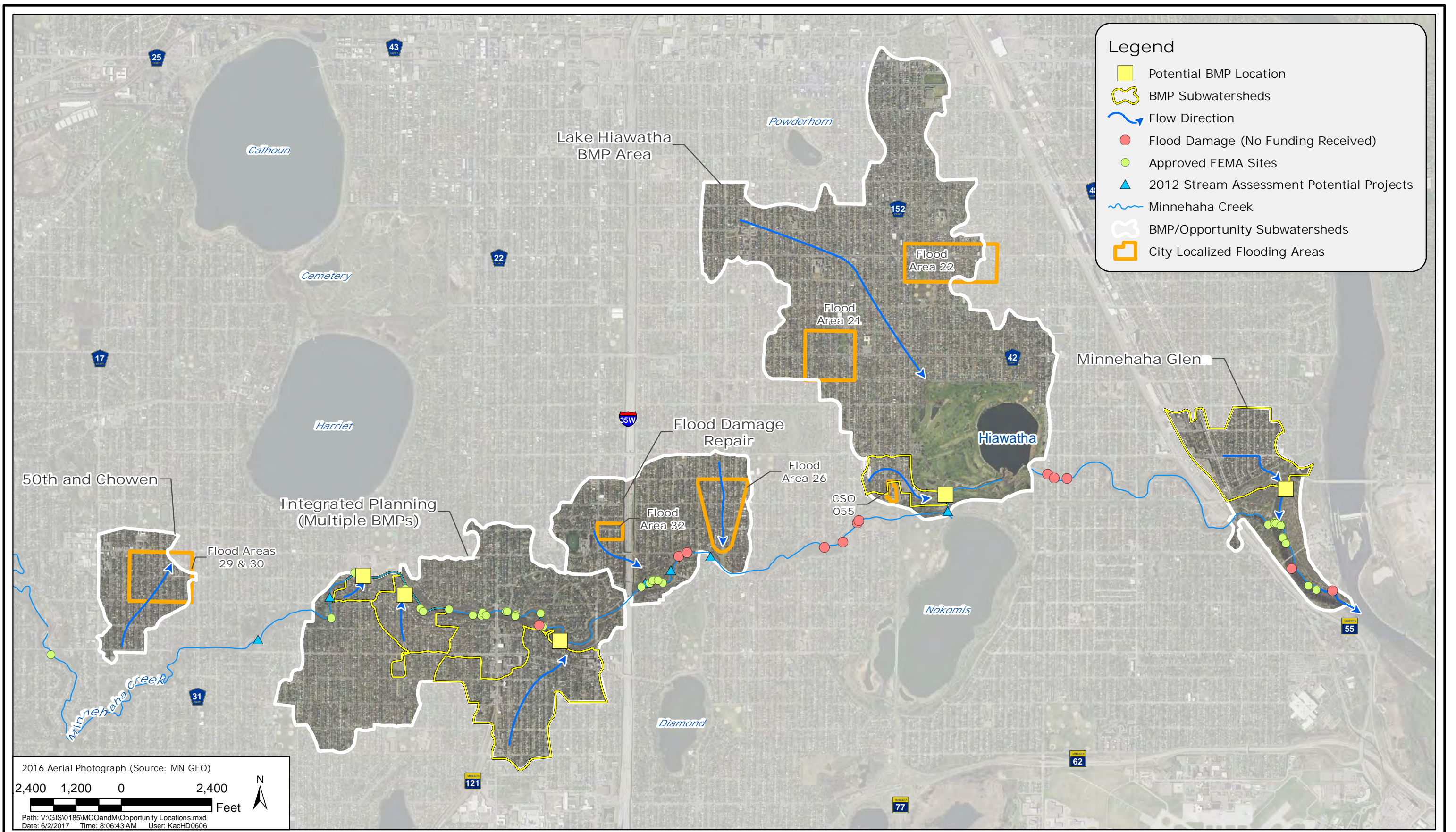
- JAPS OLSON**
- Incentivize private business expansion
 - Creates 150 jobs
 - Expands and connects greenway to Cedar Regional
 - 3 new acres of public greenspace
 - Flood reduction
 - Connection to Excelsior

REACH 20 IMPROVEMENT AREA

LOUISIANA AVENUE STUDY AREA

EDINA





Legend

- Potential BMP Location
- BMP Subwatersheds
- Flow Direction
- Flood Damage (No Funding Received)
- Approved FEMA Sites
- 2012 Stream Assessment Potential Projects
- Minnehaha Creek
- BMP/Opportunity Subwatersheds
- City Localized Flooding Areas

2016 Aerial Photograph (Source: MN GEO)

2,400 1,200 0 2,400 Feet

Path: V:\GIS\0185\MCOandM\Opportunity Locations.mxd
Date: 6/2/2017 Time: 8:06:43 AM User: KachD0606

MINNEHAHA CREEK WATERSHED DISTRICT

Opportunity Locations - Minneapolis

Responsive partner. Exceptional outcomes.

JUNE 2017

Figure 1

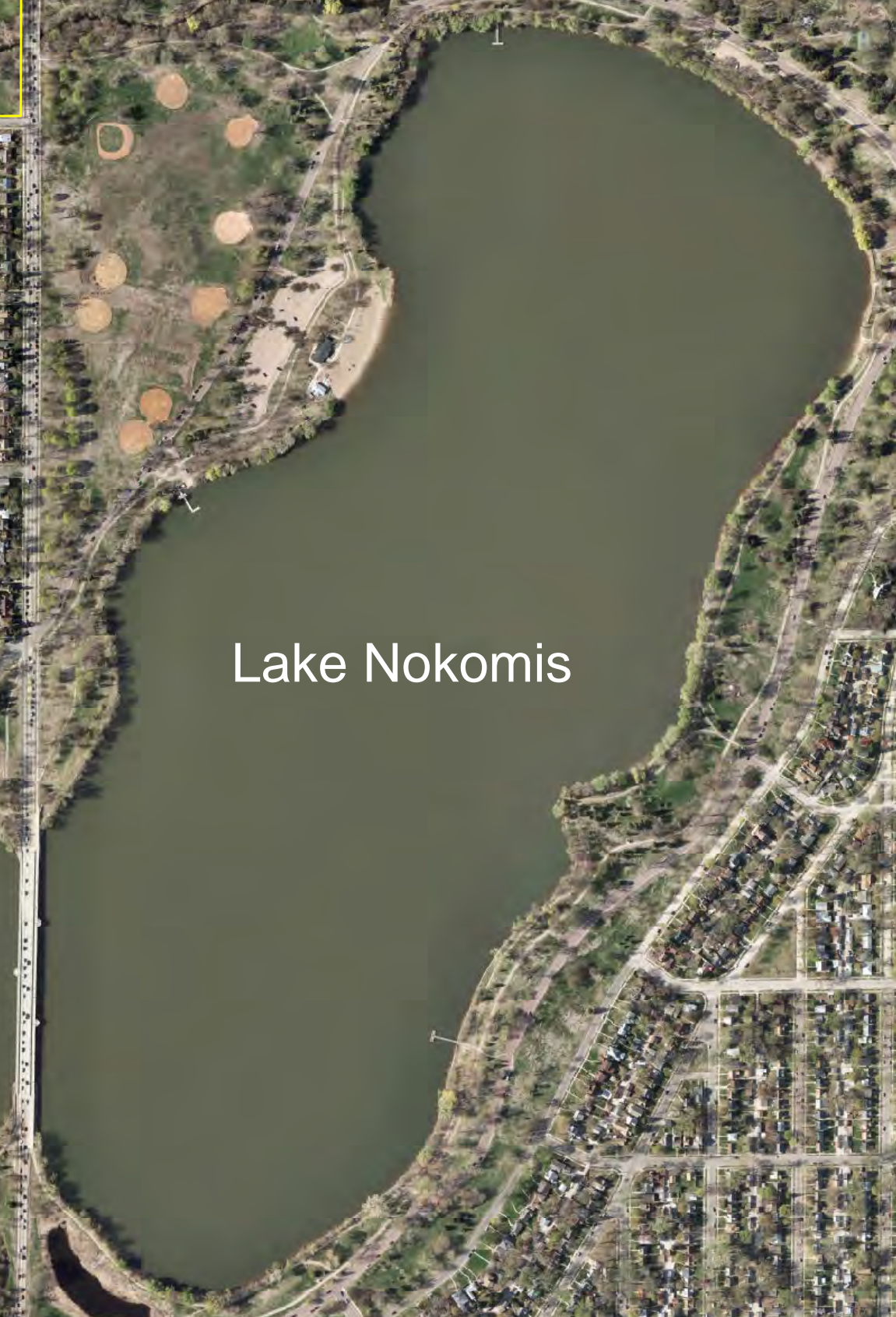
Minnehaha Parkway Regional Trail Master Plan Area



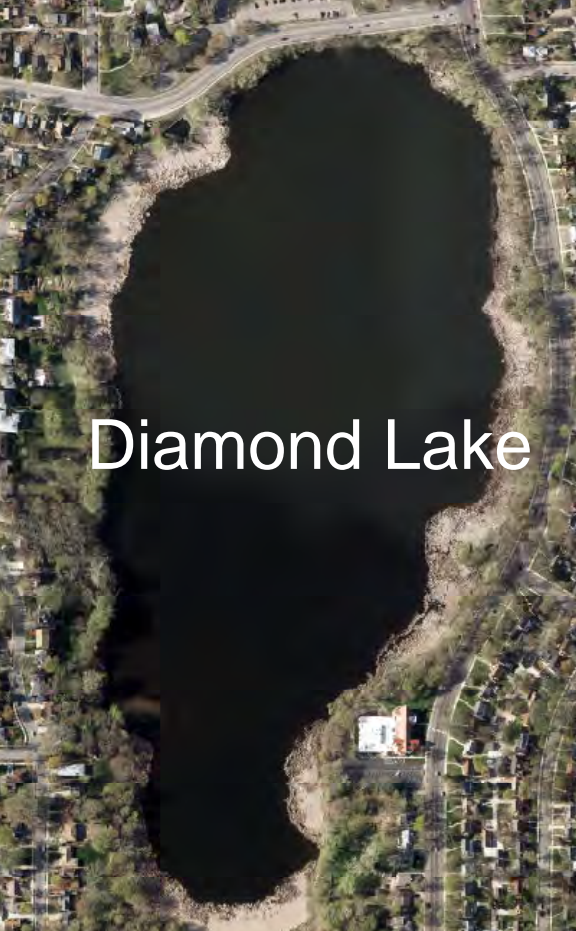
Lake Harriet



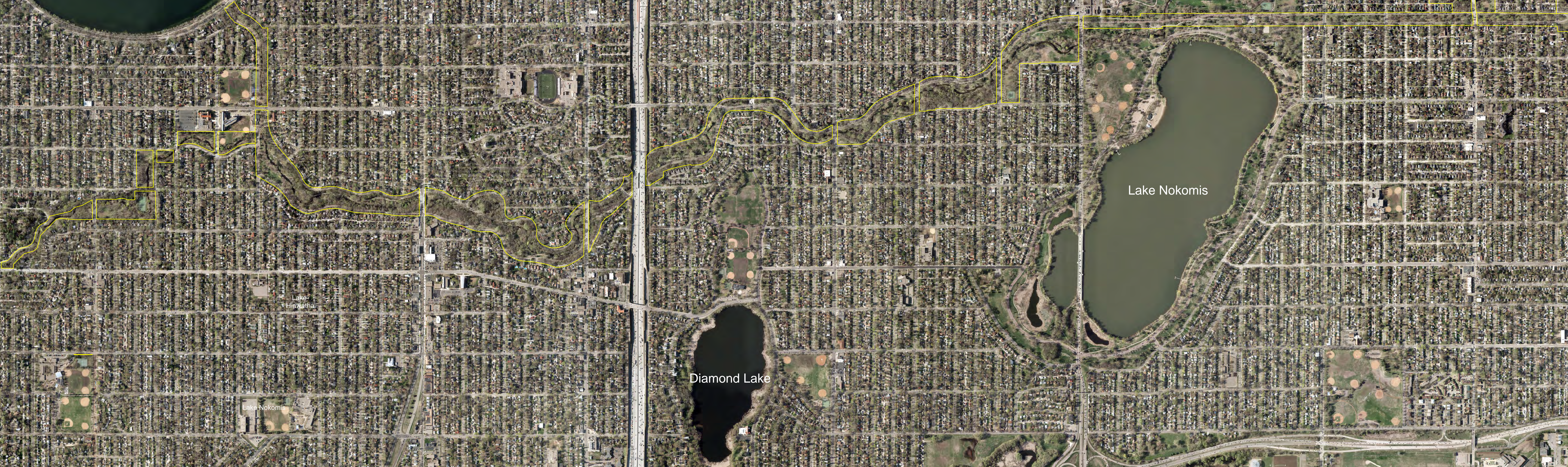
Lake Hiawatha



Lake Nokomis



Diamond Lake



Lake Harriet

Lake Hiawatha

Lake Nokomis

PROJECT PARTICIPANTS

Minnehaha Creek Watershed District

The Minnehaha Creek Watershed District (District or MCWD) has articulated a vision of a landscape of vibrant communities where the natural and built environments exist in balance to create value and enjoyment, and is committed to protecting and improving land and water through public and private partnerships. MCWD has been awarded monies from the Federal Emergency Management Agency (FEMA) to repair sections of streambank on Minnehaha Creek which were damaged during 2014 flooding. MCWD has also been awarded monies from the Clean Water Legacy Fund to explore opportunities to align the FEMA streambank repairs with stormwater management opportunities. MCWD will provide project management oversight and direct all workflow to the consultant team.

Minneapolis Park and Recreation Board

The Minneapolis Park and Recreation Board (MPRB) exists to provide places and recreation opportunities for all people, and is committed to protecting and improving its natural resources parkland and recreation opportunities for current and future generations. MPRB owns and manages the public park space along Minnehaha Creek and throughout Minneapolis. MPRB has planned regional trail improvements along most of the length of Minnehaha Creek in Minneapolis and is undertaking an ecosystem services plan for MPRB land. MPRB, the District, and the City of Minneapolis are also pursuing investigations of alternatives to the current level of stormwater and groundwater pumping at the Hiawatha Golf Course. The investigations will consider methods of addressing TMDL levels at Lake Hiawatha, water and habitat quality at Lake Hiawatha and Minnehaha Creek, localized flooding and groundwater intrusion for nearby private properties and public streets, local stormwater infrastructure function and capacity, and enhanced or expanded public recreation opportunities.

City of Minneapolis

The City of Minneapolis (City) has set a course to be a growing and vibrant world-class city with a flourishing economy and pristine environment, where all people are safe and healthy and have equitable opportunities for success and happiness. The City has planned stormsewer improvements within the Minnehaha Creek corridor. The City is also leading a study to address localized flooding in the Fulton neighborhood just north of Minnehaha Creek and southwest of Lake Harriet.

Local Stakeholders

The City of Minneapolis has active neighborhood groups throughout the city. Most recently the Fulton and Lynnhurst neighborhoods have engaged with MCWD, MPRB and the City to discuss improvements they would like to see along Minnehaha Creek.

Minneapolis Park and Recreation Board

Standard Professional Services Agreement (Over \$100,000)

MPRB Contract Number **Enter Contract Number Here**

MPRB Department **Enter Department Name Here**

THIS AGREEMENT is between the Minneapolis Park and Recreation Board, referred to as the MPRB and **Enter Vendor Name Here**, referred to as the Consultant, for **Enter Location and Type of Services Here** services to be provided under the terms of this Agreement.

The MPRB and the Consultant for the consideration hereinafter stated agree as follows:

I. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of the MPRB's Request for Proposals, if any, dated **Enter RFP Date Here**, the Consultant's Professional Services Proposal, if any, dated **Enter Vendor Proposal Date Here**, the Consultant's Scope of Services, and the Consultant's rate schedule, if any. The Contract Documents are hereby incorporated into this Agreement and are as much part of this Agreement as if fully set forth herein.

II. SCOPE OF SERVICES

Consultant shall perform for the MPRB the following services that are identified in either 1) the MPRB's Request for Proposal dated **Enter RFP Date Here**; or 2) the Consultant's Professional Services Proposal dated **Enter Vendor Proposal Date Here**; or Consultant's Scope of Services which is either attached hereto as Exhibit A and incorporated by reference herein or which is listed below.

If No Vendor Proposal, Enter Services Here

A. If construction administration is part of the scope of services, the following shall apply:

1. Site Safety: Consultant shall neither have control over or charge of, nor be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work performed by construction contractor for the project.
2. Site Observation: Consultant, as a representative of the MPRB, shall visit the site as agreed to by the MPRB and Consultant 1) to become generally familiar with and to keep the MPRB informed about the progress and quality of the work, 2) to endeavor to guard the MPRB against defects and deficiencies in the work, and 3) to determine if the work is generally performed in substantial accordance with contract documents. Consultant shall not be expected nor required to perform construction administration services beyond those specifically described in this Agreement.

3. Submittals: Consultant shall review and approve or take other appropriate action upon the construction contractor's submittals such as shop drawings, product data and samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of such submittals is not for purpose of determining accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the construction contractor's responsibility. Consultant review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. Consultant approval of a specific item shall not indicate approval of an assembly of which the item is a component.

III. COMPENSATION

Consultant's total compensation under this Contract shall be (check which applies):

- On an hourly basis according to the attached rate schedule plus reimbursable expenses for a fee not to exceed \$ **Enter Contract Total \$ Here**.
- On a lump sum basis including reimbursable expenses for a fee of \$ **Enter Contract Total Here**

Eligible reimbursable expenses must be included in Consultant's Scope of Services and agreed to by the MPRB.

Consultant shall submit monthly itemized invoices for services rendered to the Contract Manager whose name and address appears in Paragraph XVII of this Contract and whose signature appears on the signature page of the Contract. If uncontested by the MPRB, the MPRB shall pay all such invoices within 35 days of receipt of the invoice by mailing the payment to the person identified by Consultant in Paragraph XVII of this Contract.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from **Enter Beginning Contract Date Here** through **Enter Contract Ending Date Here** unless otherwise extended by the MPRB or terminated earlier under Paragraph XVI, Cancellation, Default and Remedies.

V. SUBSTITUTIONS AND ASSIGNMENTS

Upon approval by the MPRB, the Consultant may substitute other persons to perform the services listed in Consultant's Scope of Services. If substitution is permitted by the MPRB, the Consultant shall furnish information to the Contract Manager signing this Contract for the MPRB to allow proper review of the qualifications of the substituted person.

No assignment of this Contract shall be permitted without the written amendment signed by the MPRB and the Consultant.

VI. CONTRACT ADMINISTRATION

All provisions of this Contract shall be coordinated and administered for the MPRB by the Contract Manager identified in Paragraph XVII and whose signature appears on the signature page of this Contract.

VII. AMENDMENTS

Any alterations, variations, modifications, or waivers of this Contract shall only be valid when they have been reduced to writing as an amendment to this Contract and signed by the parties. Any amendment that causes the Compensation due under Paragraph III of this Contract to increase must be approved by the MPRB by formal action by its Board of Commissioners.

VIII. INDEPENDENT CONTRACTOR

The Consultant and its employees shall not be an employee of the City of Minneapolis or the MPRB. The Consultant and its employees shall act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City of Minneapolis or the MPRB its departments or agencies. The Consultant and its employees shall not act as the agent, representative or employee of the City of Minneapolis or the MPRB.

IX. INDEMNIFICATION

To the extent not precluded by Minnesota Law, Consultant shall indemnify and hold harmless the MPRB, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action judgments, damages, losses, costs or expenses, including reasonable attorney fees, to the extent caused by any negligent act of, or omission of, or failure to perform by the Consultant, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of services required by this Contract.

X. CONSULTANT'S INSURANCE

A. Consultant shall complete the Standard Contract Insurance Form which is attached hereto as Exhibit B and incorporated by reference herein. The limits of such coverage shall be as follows:

| | <u>Limits</u> |
|---|---------------|
| 1. Commercial General Liability on an occurrence basis with contractual liability coverage: | |
| General Aggregate | \$2,000,000 |
| Products—Completed Operations Aggregate | 2,000,000 |
| Personal and Advertising Injury | 1,500,000 |
| Each Occurrence—Combined Bodily Injury and Property Damage | 1,500,000 |

2. Workers' Compensation and Employer's Liability:

Workers' Compensation Statutory

If Contractor is based outside the State of Minnesota, coverage must apply to Minnesota law. In accordance with Minnesota law, if Contractor is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that Contractor should hire employees or subcontract this work, Contractor shall obtain the required insurance.

Employer's Liability. Bodily injury by:

| | |
|------------------------|---------|
| Accident—Each Accident | 500,000 |
| Disease—Policy Limit | 500,000 |
| Disease—Each Employee | 500,000 |

| | |
|-------------------------------------|-----------|
| 3. Professional Liability—Per Claim | 1,500,000 |
| Aggregate | 2,000,000 |

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

4. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Consultant to determine the need for and to procure additional insurance which may be needed in connection with this Contract. Upon written request, Consultant shall promptly submit copies of insurance policies to the MPRB.

Consultant shall not commence work until it has obtained required insurance and filed with the MPRB, a properly executed Certificate of Insurance establishing compliance. To the extent not precluded by Minnesota Law, certificate(s) must name the MPRB as the certificate holder and as an additional insured for the general liability coverage(s) for all operations covered under the Agreement. The certificate must also show that the MPRB will receive 30 day prior written notice in the event of cancellation, nonrenewal, or material change in any described policies.

Consultant shall furnish to the MPRB updated certificates during the term of this Contract as insurance policies expire. If Consultant fails to furnish proof of insurance coverages, the MPRB may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The MPRB

does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- C. **Duty to Notify.** Consultant shall promptly notify the MPRB of any claim, action, cause of action or litigation brought against Consultant, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. Consultant shall also notify the MPRB whenever Consultant has a reasonable basis for believing that Consultant and/or its employees, officers, agents or subcontractors, and/or the MPRB, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.
- D. **Subrogation and Risk Allocation.** In order that Consultant may provide its services at a reasonable cost but still provide for a reasonable response to claims and other liabilities, both parties waive in favor of the other party only, all rights of subrogation for losses covered by their respective insurance policies. Neither party shall be liable to the other for any indirect, consequential, or special damages. The maximum aggregate liability of Consultant as to claims arising out of this Agreement, regardless of the legal or equitable basis for any of them is five million USD (\$5,000,000 USD).

XI. DATA PRACTICES

Consultant, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If Consultant creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the MPRB pursuant to this Contract, then Consultant must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Consultant agrees to defend, indemnify and hold harmless the MPRB, its officials, officers, agents, employees, and volunteers from any claims resulting from Consultant's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Consultant agrees to promptly notify the MPRB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Contract.

XII. COMPLIANCE WITH THE LAW

Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these

requirements, the MPRB agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

XIII. AUDITS

The Consultant agrees that the MPRB, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Contract. Consultant shall maintain these materials and allow access during the period of this Contract and for six (6) years after its termination or cancellation.

XIV. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise under this Contract will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

XV. CONFLICT AND PRIORITY

In the event that a material conflict is found between provisions in this Contract, the Consultant's Scope of Services, or the Consultant's Proposal, if any, or the MPRB's Request for Proposals, if any, the provisions in the following rank order shall take precedence: 1) Contract; 2) Consultant's Scope of Services; 3) Consultant's Proposal, and 4) MPRB's Request for Proposals.

XVI. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the MPRB has the right to terminate this Contract, if the Consultant has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the MPRB for damages sustained by the MPRB as a result of any breach of this Contract by the Consultant. The MPRB may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the MPRB is determined. The rights or remedies provided here shall not limit the MPRB, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the MPRB under law.

XVII. NOTICES

Any notice or demand authorized or required under this Contract shall be in writing and shall be sent by certified mail to the other party as follows:

To the Consultant:

Enter Contact Name Here
Enter Vendor Name Here
Enter Vendor Street Address Here
Enter Vendor City, State, Zip Here

To the MPRB:

Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, MN 55411

Attn: Enter MPRB Contract Manager Name Here, Contract Manager

XVIII. INTELLECTUAL PROPERTY

Unless the Consultant is subject to one or more of the intellectual property provisions in sub-section (a), (b) or (c) below, the MPRB owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the MPRB and will be surrendered to the MPRB immediately upon completion, expiration, or cancellation of this Contract. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

In consideration for all rights to Consultant's Work, MPRB will waive, hold harmless, and indemnify Consultant, and its directors, officers, agents, employees, and sub consultants, from any and all claims arising out of the MPRB's reuse or misuse of this Work, with the exception of the negligent acts, errors or omissions of Consultant and its directors, officers, agents, employees, and sub consultants.

- (a) For Artwork: The MPRB shall possess and own the Public Artwork to be provided by the Consultant. The Consultant retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Consultant shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Consultant grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the MPRB.

The Consultant grants to the MPRB and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the MPRB and will be surrendered to the MPRB upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this Contract.

If the Public Artwork prepared under this Contract is work or service provided by the Consultant using a proprietary system for which the Consultant has proprietary rights, then the MPRB will not own or claim the Public Artwork as the MPRB's exclusive property. The Consultant represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

- (b) For Licensed Software: Consultant retains ownership, intellectual property rights and title to its software. Consultant also retains proprietary rights to documentation, manuals and related documents associated with its software. Consultant also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the MPRB's receipt of the license key or the access code to, and installation of the software.

All rights of the MPRB to use the software are indicated with particularity in a "License and Maintenance Agreement" between the Consultant and the MPRB.

The MPRB understands and agrees that upon the expiration or termination of this Contract, the Consultant will cancel the license key or access code and the software will be disabled or removed.

Consultant recognizes and agrees that reports, data, diagrams and other results and outcomes from the MPRB's use of the software and the information and data entered into the software by the MPRB is retained by the MPRB as its property.

- (c) For specifically commissioned development of intellectual technology: Subject to sub-paragraph (i), "Pre-existing Technology" below, the MPRB will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Contract. Subject to the ownership rights in the preceding sentence and in the pre-existing technology sub-paragraph below, the Consultant will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Consultant. The Consultant grants the MPRB a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

(i) Pre-existing Technology: Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto,

including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that is acquiring no rights under this Contract to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Contract.

(ii) Data-Ownership: The MPRB is the sole owner of all information, data, algorithms, policies or programs used by the Consultant in designing, developing and producing the "Work" that is the subject of this Contract.

(iii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Contract.

XIX. BILLBOARD ADVERTISING

Ordinance 109.470 prohibits the use of MPRB or MPRB-derived funds to pay for billboard advertising as a part of an MPRB project or undertaking.

XX. CONFLICT OF INTEREST/CODE OF ETHICS

By signing this Contract, the Consultant agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the MPRB. If the Consultant is unclear if a conflict of interest exists, the Consultant will immediately contact the MPRB Department Contract Manager and ask for an interpretation.

Consultant agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all MPRB employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the MPRB to void this Contract. All questions relative to this section shall be referred to the MPRB and shall be promptly answered.

XXI. CARDHOLDER DATA SECURITY STANDARDS

Should the Consultant collect revenue on behalf of the MPRB through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Agreement, then Consultant represents and acknowledges that the Consultant will comply with the Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Consultant represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the MPRB upon request Consultant agrees at reasonable times to provide the MPRB or its assigns the audit rights contained in Section XII hereof for all physical locations, systems or networks that process credit cards, on behalf of the MPRB if PCI compliance certification has lapsed or is otherwise not current. Consultant also agrees to provide written notice to the MPRB of any breach of a system owned, operated or maintained by Consultant that contains cardholder data or information.

XXII. MERGER

The entire agreement between the parties is contained herein and this Contract supersedes all oral agreements and negotiations relating to the subject matter of this Contract. All items that are referenced or that are attached are incorporated and made a part of this Contract. If there is any conflict between the terms of this Contract and referenced or attached items, the terms of this Contract shall prevail.

The parties being in agreement have caused this Contract to be signed as follows:

FOR THE CONSULTANT:

By _____

Its _____

Date: _____

By signing this agreement, I represent that I have the authority to enter into and bind the Consultant to this agreement.

FOR THE MPRB:

By _____ Date _____
Contract Manager

By _____ Date _____
Jennifer Ringold, Secretary to the Board

By _____ Date _____
Anita Tabb, President of the Board

By signing this agreement, I represent that I have the authority to enter into and bind the MPRB to this agreement.

Fund **Enter Fund Code** Department **Enter Department Code** Account **Enter Account Code**

Task **Enter Task Code**

Project Number **Enter Project Code** Activity **Enter Activity Code**

STANDARD PROFESSIONAL SERVICES AGREEMENT

Exhibit B– Insurance Requirements

No changes or additions can be made to this form other than indicating self-insurance status, if applicable, and attaching a letter that outlines the self-insurance coverage.

The following are the insurance requirements for the **Consultant**. The coverage limits and other specific insurance requirements are set forth in Paragraph X of the Contract. **Consultant must fill in Sections A through D by checking one box in each insurance area, attaching the applicable insurance certificates AND signing the document at the bottom.**

A. Worker's Compensation Insurance

Attached is certificate evidencing above insurance coverage in force as of the Agreement start date.

MN Statute Chapter 176 does not apply because **Consultant** has no employees and will not have any during the life of the Agreement.

B. Commercial General Liability insurance

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant assumes full responsibility for any and all damages that occur as a result of this Contract.

C. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobiles(s) that will be used during the life of this Contract.

Consultant will not drive any automobiles while performing services under this Contract.

D. Professional Liability Insurance providing coverage for the claims that arise from the errors of Consultant or its sub consultants, omissions of Consultant or its sub consultants, failure to render a professional service by Consultant or its sub consultants, or the negligent rendering of the professional service by Consultant or its employees, agents, or subcontractors.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant agrees to assume full responsibility for any and all damages that occur as a result of Contractor's acts, errors or omissions.

Consultant Business Name (printed) _____

Consultant Authorized Name (printed) _____

Consultant Authorized Signature _____ Date _____



COMMUNITY ENGAGEMENT PLAN

Project Title: Title of Record

MPRB Division: Planning

Project Manager: Name

As required by the Minneapolis Park and Recreation Board Code of Ordinances, every construction or redevelopment project undertaken within the MPRB Capital Improvement Program (CIP) is to have a community engagement plan. The plan serves as a guide for the community engagement process through the multiple phases of planning and project development. The plan may be modified as circumstance warrants during project duration. Substantial modifications are to be communicated to stakeholders and the MPRB Board of Commissioners.

Project Description

- Provide a brief description of the project including location, park type, scope and need for the planning or construction /redevelopment project.

Project Funding Source(s)

| <u>Capital Sources</u> | <u>Amount</u> | <u>Expiration</u> |
|------------------------|---------------|-------------------|
| | | |
| | | |

| <u>Supplemental Sources</u> | <u>Amount</u> | <u>Expiration</u> |
|-----------------------------|---------------|-------------------|
| | | |
| | | |

Engagement Recommendation (provide responses to the following)

- Level of Engagement: Inform (Highlight Column Selected in Grid Below)
 - After discussing the project with neighborhood organizations and using policy tools to determine the initial level of engagement, articulate this recommendation for the project.

| | | | |
|--------|---------|-------------|---------|
| Inform | Consult | Collaborate | Partner |
|--------|---------|-------------|---------|

Community Engagement Plan

MPRB Project Name

Page 2

| | | | | |
|------------------------------------|--|--|---|---|
| Engagement Goal: | <i>To provide stakeholders with factual, balanced, and timely information to help them understand the project.</i> | <i>To obtain stakeholder feedback on project analysis, alternatives, or decisions.</i> | <i>To work directly with stakeholders throughout the process to ensure that perspectives are consistently understood, considered, and reflected in project decisions.</i> | <i>To partner with stakeholders in each aspect of decision making in order to develop and implement collaborative project solutions.</i> |
| MPRB Promise to the Public: | <i>The MPRB will keep stakeholders informed.</i> | <i>The MPRB will keep stakeholders informed, listen to and acknowledge feedback, and work to ensure stakeholder feedback is reflected in alternatives developed.</i> | <i>The MPRB will work with stakeholders for advice and innovation in formulating solutions and incorporate recommendations to the maximum extent possible.</i> | <i>The MPRB and partner entity will be accountable to their roles as negotiated in the partnership and regularly evaluate overall success of the partnership.</i> |

○

- **If the project requires an appointed CAC, specify the recommended Charge and Composition.**
- **If the project requires a non-appointed CAC, specify the recommended Charge.**

- **Anticipated Project Outcomes:**

- **Indicate the intended outcomes of the project (the physical changes and overall scope of work).**
- **Tie the outcomes to a Vision Theme, Goal and Strategy (if applicable) of the MPRB Comprehensive Plan, related Strategic Plans or organizational initiatives.**

Stakeholder Roles and Responsibilities

All stakeholders are expected to work collaboratively to create and refine design concepts and provide input toward final project recommendations for approval by the Board of Commissioners. Participants are expected to engage in the process in a manner that promotes respectful civil discourse and enhances mutual understanding of all stakeholder viewpoints. Any requests for public or project information should be directed to the project manager.

Identification of Project Stakeholders

- **In consultation with the PAC and neighborhood representatives, list the stakeholders that may be affected by the outcomes of the project.**

Technical Advisory Committee

- **List technical advisory committee members, if necessary for the project.**

Project Advisory Committee

- **List project advisory committee members, if necessary for the project.**

Outreach and Research Methods

- *Specify the approved outreach and research methods that will be used in the process*
- *Specify any proposed outreach and research methods that are new to the MPRB through this project*
- *If relevant, provide details about methods that will be used to engage different stakeholder groups.*

Project Schedule

- *Specify any key dates or deadlines for implementing the methods*
- *Specify any key dates for public notice and communications*

Resources

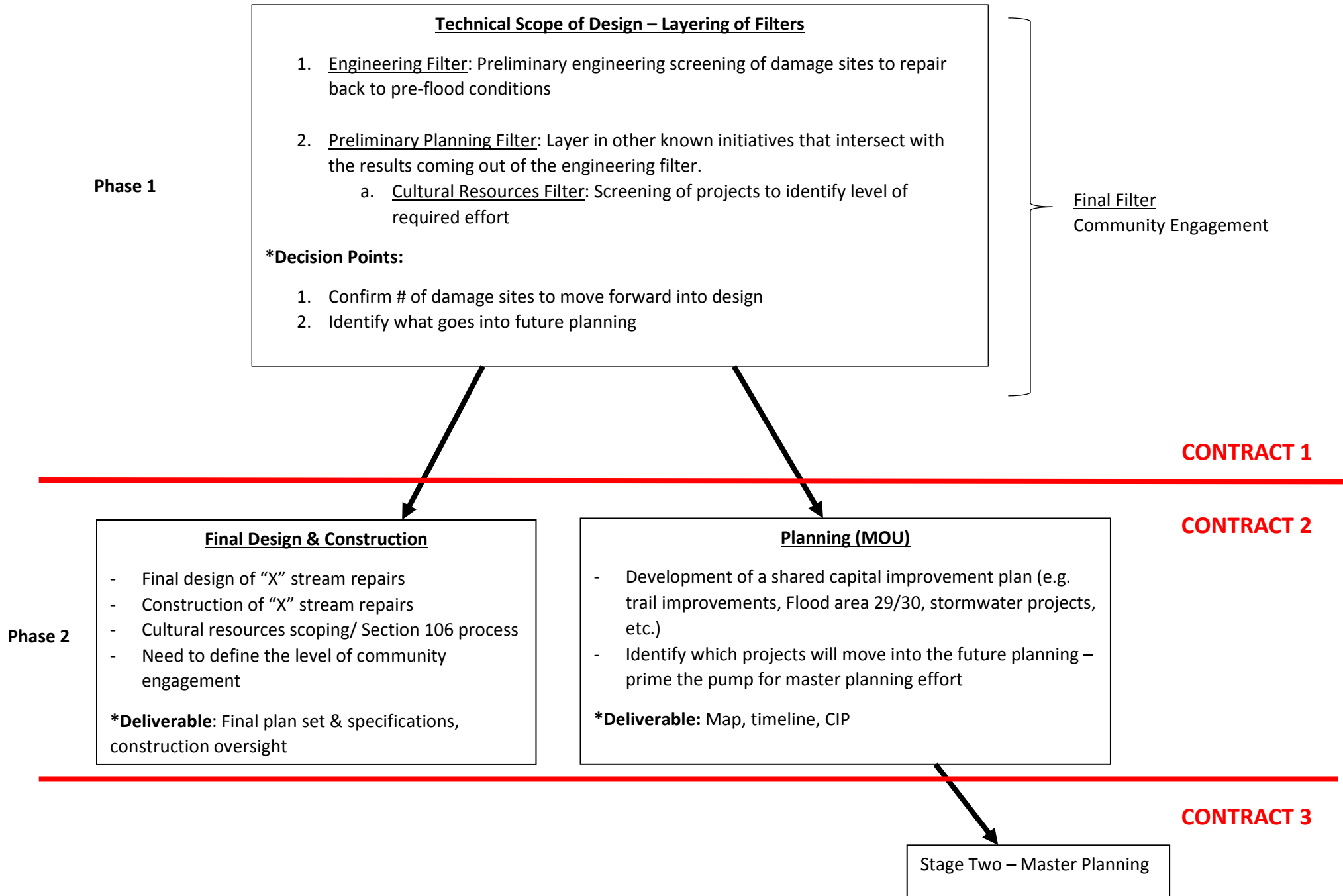
- *Indicate any resources – staff, budget, etc that will be required for the community engagement.*

Evaluation Summary

The project manager has analyzed the effectiveness of the engagement process from both stakeholder and organization points of view and provided a brief summary statement. The summary statement indicates how the process has advanced policy goals and will assist the Board and staff in evaluating and informing an ongoing community engagement process.

Summary Statement: *Statement pending plan completion.*

STAGE ONE



Minnehaha Creek Corridor Planning

Scope Of Work: Stage One – Phase One

The Hoisington Koegler Group, Inc. (HKGi), Wenck Associates (Wenck), and Inter-Fluve, Inc. (Inter-Fluve) team is pleased to submit a scope of work, proposed budget, and schedule for Stage One Phase One of the Minnehaha Creek Integrated Planning project. The consultant team will work closely with Minnehaha Creek Watershed District (MCWD), Minneapolis Park and Recreation Board (MPRB), and the City of Minneapolis (City) to implement a holistic scope that will integrate stormwater management, recreation, and natural resource improvements along the Minnehaha Creek corridor. Stage One, managed by MCWD, will focus on evaluating the FEMA streambank repairs in conjunction with evaluation of larger watershed water quality improvements associated with Clean Water Legacy Funds. Stage One Phase One will be led by Wenck. Stage One Phase Two along with Stage Two, Master Plan Development, may be initiated during Stage One Phase One, but will be scoped separately later. Each of these later phases will be led by HKGi.

To provide context to the proposed scope, a summary of pertinent studies completed since 2012 is provided below.

2012: MCWD contracted with Inter-Fluve to complete a series of geomorphic and biologic assessments within the Minnehaha Creek watershed to evaluate existing stream networks, channel stability, and water quality. A similar assessment was conducted in 2003 and 2004. The 2012 study included ground reconnaissance to evaluate system changes and provide recommendations for potential improvement areas.

2013: MCWD separately studied opportunities for infiltration-based green infrastructure adjacent to Minnehaha Creek and subsequently received Clean Water Legacy funding for implementation.

2014: Minnehaha Creek experienced record flooding throughout the District resulting in road closures, sustained standing water, bank failures, and in-stream erosion issues. As a result, MCWD in consultation with Wenck, completed a field assessment where 47 sites along Minnehaha Creek were identified as flood damage locations. Of the 47 sites, 35 were submitted and approved for FEMA federal funding assistance for stream bank stabilization. Approved FEMA funding for the 35 sites targets stream bank stabilization that generally focuses on standardized riprap material, channel bank re-sloping, erosion control practices, and, to a lesser extent, integrated design to improve the in-stream condition using bioengineered practices.

Early August 2017: Inter-Fluve and Wenck staff completed a visual assessment of the 47 sites identified in 2014. This confirmed project site elements still required action and identified other project constraints (e. g., infrastructure, cultural resource issues). Based on this high-level screening and dialogue with MCWD, 16 of the 35 FEMA funded sites and 3 of the 12 non-funded FEMA sites were recommended for final design in Stage One. The proposed project 45 (759 Site 3) in Arden Park is also recommended, but is being addressed as a part of the Arden Park Restoration Project. These recommended sites will receive screening associated with the development of larger water quality improvements to identify efficiencies or conflicts in the design. See Appendix A for the location and designation notes for each project site evaluated.

Through the design process scoped within Stage One Phase One, the HKGi team anticipates integrating feedback from MCWD, MPRB, and other stakeholders to determine if all 19 projects will be included in the final construction package for Stage One. We anticipate that the specific projects and number may change based on input through the design process,

and our team will work closely with project partners to manage the consulting scope as changes occur.

The previous efforts outlined above are the foundation for the Stage One Phase One. The objective for the Stage One Phase One scope of work is the refinement of recommended project sites funded in part by FEMA Disaster and Clean Water Legacy funds.

Additionally, the Stage One Phase One scope includes an initial community engagement task, which will address Stage One design topics and establish the foundation for Stage Two. A separate scope and contract will be developed that addresses additional tasks items for Stage Two of the Minnehaha Creek Integrated Planning project, focused on developing a corridor vision, implementing a planning process, and developing a Master Plan.

Proposed Stage One Phase One Task Outline

- Task 1.1 – Project Management and Communication (Wenck, HKGI, IFI)
- Task 1.2 – Community Engagement (HKGI)
- Task 1.3 – Planning Context Analysis (HKGI)
- Task 1.4 – Consolidate and Frame Existing Studies and Proposed Improvements (Wenck)
- Task 1.5 – Topographic Survey (Wenck & IFI)
- Task 1.6 – Cultural Resource Survey (106 Group & IFI)
- Task 1.7 - Green Infrastructure Assessment: BMP locations and Strategies (Wenck & IFI)
- Task 1.8 – BMP Model Development (Wenck)
- Task 1.9 – Cost-Benefit Analysis (Wenck & IFI)
- Task 1.10 – Confirm Projects for Design Phase (Wenck & IFI)

Appendix A

Recommended Stage One Projects

Appendix B

Schedule

Appendix C

Fee Spreadsheet

Task 1.1 – Project Management and Communication

1.1.1 – Project Management

The fast-track nature of this project will require constant communication to ensure the project stays on-schedule. Wenck will manage the consultant team throughout this phase of the project. Project management will include monthly billing, weekly communication reports, and regular telephone and email communication. Weekly communication by the project team will ensure that MCWD staff has a pulse on the project. Wenck will prepare bi-weekly progress emails that identify:

- Items completed in the last week
- Items to be completed in the upcoming week
- Items requiring consultation or decision
- Needed coordination points
- Budget with job-to-date details by task

Wenck Tasks:

- ▲ *Wenck will provide bi-weekly progress reports to the District and other project partners including but not limited to the items noted above.*

Subconsultant Tasks:

- ▲ *Provide two updates to Wenck*

1.1.2 – FEMA Coordination Meetings

MCWD to directly coordinate with FEMA staff and provide requested content for funding compliance purposes.

HKGi Tasks:

- ▲ *None*

Wenck Tasks:

- ▲ *Attendance at two one-hour meetings with MCWD and FEMA staff.*

Inter-Fluve Tasks:

- ▲ *Attendance at two one-hour meetings with MCWD and FEMA staff. Assumes one person by phone and one via webex/conference call.*

Task 1.2 – Community Engagement

Community engagement is essential to developing a coordinated plan for effective, efficient, and integrated investments in stormwater management, recreation, and natural resources improvements along the Minnehaha Creek Corridor. In this task, we will collaboratively create a Stakeholder Engagement Design and Implementation Plan that will provide the framework for Stage One – Phase One and will be consistent with and supportive of community engagement efforts in subsequent stages and phases of the overall project.

1.2.1 - Develop Stakeholder Engagement Design and Implementation Plan

The Engagement Design will be collaboratively developed through a workshop with the MCWD, MPRB, and City of Minneapolis staff and the consultant team for Stage One – Phase 1. The workshop will reference the Minneapolis Park and Recreation Board Community

Engagement Policy to guide decision-making and it is expected to result in the following engagement design elements:

- Develop and agree on overall engagement objectives
- Determine the “level of engagement” for Stage One – Phase 1
- Refine the key stakeholders for Stage One – Phase 1, and generate initial list of potential community partners
- Brainstorm examples of outreach and communications tools that build on existing connections, and online “infrastructure” to support outreach, communications, and engagement for this stage
- Reach understanding on anticipated Stage One – Phase 1 communications and engagement roles/responsibilities for MCWD, MPRB, City of Minneapolis, project team, and prospective community partners.

Within the context of the Engagement Design described above, we will collaboratively develop an Engagement Implementation Plan. The plan will be developed with the District, MPRB and City of Minneapolis.

1.2.2 - Build Stakeholder Awareness and Understanding and Gather Initial Feedback on the Scoping of the FEMA Sites

The specific work of this task will be guided by the Engagement Design and detailed in the Implementation Plan (Task 1.2.1) and it will include the specific outreach efforts defined in the Plan. This task has two important purposes. The first is to build stakeholder awareness of upcoming planning and construction projects along the entire creek corridor. This effort may include an information “campaign” conducted via paper, e-communications, and online tools as well as in-person engagement sessions.

The second purpose is to provide detailed information from the scoping process that will facilitate the collection of stakeholder feedback on appropriate aspects of the planned improvements. For example, stakeholders will have the opportunity to review and comment on creek bank stabilization and repair improvements and to learn about all the options considered and why the suggested solution is being considered for advancement. This task also includes reporting out to stakeholders on the process, content, and results.

As described above, all community engagement will be done in collaboration with MCWD, MPRB, and the City, which thus includes jointly developing, reviewing, and refining the deliverables summarized below. Assignments of personnel will be determined based on the objective of the engagement activity, the venue and anticipated topics and attendance.

HKGi Deliverables:

- ▲ *Stakeholder Engagement Design and Implementation Plan*
- ▲ *In-person and online engagements: Process and activity outlines and plans; content; supplies and materials as required; delivery and administration; results compilations; and results summaries or analyses. This also includes communications, logistics, and arrangements, and assumes those will be actively supported by MCWD/MPRB/City.*
- ▲ *Summary of engagement results for reporting to project partners and the community.*

Task 1.3 – Planning Context Analysis

One of the objectives of the Integrated Planning project is the preparation of a master plan for the Minnehaha Creek corridor, a project that will be under contract with the Minneapolis Park and Recreation Board. Phases One and Two of this MCWD project will result in the FEMA funded repair of the identified flood damaged sites. Since the master planning process will be at least in part, subsequent to the flood damage repairs, HKGi will conduct a Planning Context Analysis to assess each of the sites prior to the preparation of final design plans or templates. The purpose of the assessment will be to help determine whether or not any of the site improvements in any way potentially conflict with the potential long-term plans for the development/redevelopment of the creek corridor.

In order to accomplish the needed assessment, HKGi will convene a workshop with consulting team members and project sponsors to talk about alternative visions for the creek corridor, resulting changes stemming from the implementation of those visions, and any impacts that the FEMA funded improvements may have upon the long-term visions. The results of the workshop will be used in finalizing the preliminary engineering screening.

HKGi Deliverables:

- ▲ *HKGi will prepare a summary of the results of the Planning Context Analysis workshop.*
- ▲ *HKGi will analyze spatial data to identify the intersection of potential investments across the natural and built systems.*

Task 1.4 – Consolidate and Frame Existing Studies and Proposed Improvements

Our team will compile and review existing data, studies, and assessments. Besides the 2012 and 2013 MCWD studies and visual assessment of the 47 sites completed in 2014 and August 2017, we will acquire other applicable studies and models from project partners. Proposed capital improvement plans or maintenance activities will be assembled to help identify opportunities where these plans overlap with identified stormwater improvements (i.e., City, MPRB, MCWD, Met Council, County, MnDOT).

In reviewing the existing information, our team will use GIS to cross-reference between studies to identify common locations with recommended improvements.

We will also collect all available monitoring data from end-of-pipe sources, in-lake, pond, and instream monitoring to help identify priority watersheds and calibrate water quality and stormwater models.

We also assume the City of Minneapolis will also provide information regarding current Combined Sewer Overflows and that project partners will provide digital versions of existing monitoring data and capital and maintenance improvement plans

Wenck Deliverables:

- ▲ *Map of planned capital improvement and maintenance plans along the corridor*
- ▲ *Watershed loading map by subwatershed*
- ▲ *Technical memo with index and summary of information collected.*

Task 1.5 – Topographic Survey

To accurately identify the extents of the 19 recommended project sites, estimate proposed construction materials, identify grading tie-in points to be used for, and inform the refined hydrologic and hydraulic model and analysis, each project will be field surveyed. Wenck will lead this task with Inter-Fluve assistance for areas along the stream bank and bed. For proposed project sites that include stream impacts (5, 6, 7, 8, 9, 17, 21, 24, 26, 28, 31, and 34) site surveys will include the following:

- Up to 10 stream cross-sections (including adjacent floodplain) for each project site (maximum spacing of 50 ft). One or two cross-sections will be located within the project area (depending on length), one cross section 50 ft upstream of project area, and one section 50 ft downstream of each project area.
- Floodplain and adjacent land topography included in the potential disturbed area, including several ground shots per location to validate LiDAR information and extent of bank failures. Additional topographic shots may be taken to further define erosional areas.
- Infrastructure and utilities (private and public reviewed under a Gopher One Design Locate) including curbs, streets, sidewalks, stormsewer, trails, and retaining walls. Bridge openings will be included in scope if within the project area. Storm sewer outfall elevations, pipe size, pipe material, and invert information from first manhole upstream of each outlet within project areas will be surveyed.
- Trees (over 6" DBH) and naturalized buffer edges.
- Establish two survey controls per site for construction tie-in purposes and additional information as needed.

For projects that do not impact stream flow (2, 10, 11, 12, 13, 14, and 30), survey information will include the following:

- Site topography, including several ground shots per location to validate LiDAR information and extent of bank or trail failures.
- Infrastructure and utilities (private and public reviewed under a Gopher One Design Locate) including curbs, streets, sidewalks, stormsewer, trails, and retaining walls. Storm sewer pipe size, pipe material, and invert information from first manhole upstream of each outlet within project areas will be surveyed.
- Trees (over 6" DBH) and naturalized buffer edges if appropriate.
- Establish two survey controls per site for construction tie-in purposes and additional information as needed.

The survey data points and a compiled 3D surface will be completed in AutoCAD format. Data outside of the survey area will rely on use of available and most recent LiDAR data.

HKGi Tasks:

▲ *None*

Wenck Tasks:

- ▲ *Collect survey data for identified cross-sections and topographical information.*
- ▲ *Collect tree information at identified project locations.*

Inter-Fluve Tasks:

- ▲ *Up to 57 hours of field assistance for stream-related survey.*
- ▲ *2 hours of review of the CAD basemap.*

HKGi Deliverables:

- ▲ *None*

Wenck Deliverables:

- ▲ *Electronic CAD files to project partners*

Inter-Fluve Deliverables:

- ▲ *None*

Task 1.6 – Cultural Resources

Components of this project are receiving federal funding from the Federal Emergency Management Agency (FEMA) and, therefore, must comply with Section 106 of the National Historic Preservation Act of 1966, as amended, as well as applicable state mandates governing cultural resources, including the Minnesota Historic Sites Act, Minnesota Field Archaeology Act, and Minnesota Private Cemeteries Act.

An appropriate area of potential effect (APE) for archaeology will include all areas of proposed construction activities or other potential ground disturbing activities associated with improvements and approved/funded in whole or in part by FEMA. According to information provided by Inter-fluve on August 10, 2017, the archaeology APE will be composed of up to 19 locations along Minnehaha Creek. Each location is assumed to be a square of roughly 200 feet (61 meters [m]) surrounding the creek. The APE for archaeology, therefore, encompasses roughly 15.2 acres.

An appropriate APE for historical and architectural resources will be determined that accounts for any physical, auditory, or visual impacts to historic properties. The proposed improvements are anticipated to be relatively minor and focused along the creek, which in most areas is surrounded by trees that would limit visibility; therefore, potential indirect effects are anticipated to be minimal and would be limited to the area immediately surrounding the project area. Therefore, the APE for architectural and historical properties is assumed to include all properties within and adjacent to the proposed project area. This architecture/history APE includes portions of at least one historic property, the Minnehaha Segment of the National Register of Historic Places (NRHP)-eligible Grand Rounds Historic District (GRHD).

Based on information provided by HKGi on September 5, 2017, this project will progress with a staged approach designed to maximize efficiency in refining the scope of work for subsequent stages. The first Stage of work will focus on establishing filters to consider as project planning continues and design moves forward. The scope of work presented below outlines the tasks involved in developing the Cultural Resources Filter to define the tasks necessary to comply with Section 106 (Stage One; Phase 1, Step 2.a):

1.6.1 Background Research

Research will be conducted to determine what known archaeological or architecture/history resources may be located within the APE, as well as better characterize the archaeological potential of the project sites and the potential effects that the proposed project may have on architecture/history properties including the GRHD:

- Research will be conducted at the Minnesota State Historic Preservation Office (MnHPO) and the Minnesota Office of the State Archaeologist (OSA) to identify all known pre-contact and post-contact archaeological sites identified within a one-mile radius of the project area. The one-mile radius aids in the determination of archaeological sites potential and in the development of a historical context. Architecture/history properties that have been previously identified and reports of cultural resources surveys previously conducted within the APE will also be reviewed.

1.6.2 Report

The results of the literature review will be compiled into a report summarizing the known resources within the project area and outlining the tasks necessary to comply with Section 106 for each proposed site:

- Following the completion of the background research tasks a report will be prepared describing project methodology, previous investigations, and recommendations. The report will outline the additional steps and scope of additional cultural resources investigations (including archaeological or architecture/history survey) and consultation (including coordination with FEMA, MnHPO, and federally recognized tribes) needed to comply with Section 106.
- One copy of the draft report will be prepared for review in electronic format. One copy of the final report in electronic format will be provided for production and distribution by you.

Assumptions:

- ▲ *MCWD or partners will provide an electronic map of the project location, preferably in GIS shapefile format*
- ▲ *MCWD or partners will provide any other pertinent project data, preferably in electronic format, such as historical information pertaining to the project area or information on previous development in the area that may aid in assessing potential for unknown cultural resources; and*
- ▲ *MCWD or partners will provide copies of previous communication with MnHPO or other pertinent agencies.*

Task 1.7 – Green Infrastructure Assessment: BMP Locations and Strategies

Potential locations and strategies will be developed for green infrastructure along the corridor and at the 19 recommended project locations. Bioretention basins, tree trenches, water reuse systems (irrigation), and underground infiltration trenches are among the options that will be considered. High-level options, effectiveness, and costs will be evaluated to inform project partners.

Implementation activities may not consist of a single project but may be a strategy for a priority watershed based on the stressor. Key strategies will be identified on a watershed scale to assess overall improvement.

As conceptual strategies are developed, permitting requirements for each of the approaches will be outlined with necessary documentation and timelines to help facilitate future development of an implementation timeline.

Wenck Tasks:

- ▲ *Develop potential BMPs, locations, high-level costs, and strategies for recommended project sites.*

Inter-Fluve Tasks:

- ▲ *Review BMP recommendations relative to impacts to Minnehaha Creek and riparian corridor.*

Wenck Deliverables:

- ▲ *Summary table of proposed BMPs and strategies with ballpark costs and effectiveness estimates for recommended sites.*
- ▲ *Example photographs of proposed BMP's for recommended projects.*

Inter-Fluve Deliverables:

- ▲ *None*

Task 1.8 – BMP Model Development

BMP model development: The project team will evaluate potential BMPs using the City of Minneapolis XPSWMM model and P8 software. The XPSWMM model will define current conditions and the P8 input data will be based on the XPSWMM data to establish current conditions pollutant loads (TSS, TP, and runoff volume). We will leverage information developed in the Lake Hiawatha TMDL to verify P8 results.

The XP-SWMM and P8 models will then be updated with the proposed BMP options to determine runoff volume and pollutant loading reductions. Conceptual designs will be developed to determine size, cost, and feasibility. The models will include the newly acquired information as well as new flow and water quality data collected by project partners. The model and water quality data will be used to quantify and characterize (storm vs. baseflow) existing loading from the watershed.

Based on the review of the information, we will identify remaining data gaps which may need to be filled.

Wenck Tasks:

- ▲ *Develop P8 water quality models for priority watersheds*
- ▲ *Identify data gaps and how they can be addressed.*
- ▲ *Update existing XPSWMM model for each recommended projects site to determine creek flows (1-yr, 2-yr, 5-yr, 10-yr, and 100-yr).*

Wenck Deliverables:

- ▲ *P8 model results*
- ▲ *Hydrologic and Hydraulic modeling results will be included in design report submitted as a part of the 60% design package.*

Assumptions:

- ▲ *Survey assumes leaf-on conditions, with no ice or flood conditions. Total station and GPS-RTK survey equipment will be used.*

- ▲ *City of Minneapolis will provide necessary survey and infrastructure information needed to complete development of water quality models.*
- ▲ *The City of Minneapolis will provide complete and calibrated XP-SWMM models for priority subwatersheds.*

Task 1.9 – Cost-Benefit Analysis

After the screening is complete, the team will compute the cost-benefit (i.e., \$/lb TSS and \$/lb TP reduction) for combined stormwater and bank stabilization projects to prioritize projects. If the cost-benefit value is not desirable, identified projects may be linked with identified future capital projects or improvements to improve the cost-benefit.

Wenck Tasks:

- ▲ *A list of projects and locations will be developed including their relative costs, removal efficiency and timing.*

Inter-Fluve Tasks:

- ▲ *Review of Cost-Benefit Analysis*

Wenck Deliverables:

- ▲ *A list of projects and locations will be developed including their relative costs, removal efficiency and timing.*

Inter-Fluve Deliverables:

- ▲ *None*

Task 1.10 – Confirm Projects for Design Phase

The team will meet with the project partners to confirm recommended projects. Updates to each recommended project site solution based on results from Task 1. 8 and 1. 9 will be shared. The team will not present formal conceptual designs, but design data and implementation strategies for each of the recommended project sites will be reviewed with the project team to confirm alignment with approach and strategies. The outcome of the meeting will be to obtain Project Team confirmation of the recommended design projects for initiation of the 60% design phase of the project.

Wenck Tasks:

- ▲ *Participate and review of concept designs and strategies with project partners.*

Inter-Fluve Tasks:

- ▲ *Participate and review of concept designs and strategies with project partners.*

Wenck Deliverables:

- ▲ *Graphics for meeting (BMP focus)*
- ▲ *Brief summary of tasks 1. 8 and 1. 9 for discussion (PowerPoint or handout).*

Inter-Fluve Deliverables:

- ▲ *None*

Appendix A: Recommended Stage One Projects

| Project No | FEMA Project No | Approximate River Station | River Reach | FEMA Approved Funding | Recommended Stage One Projects |
|------------|-----------------|---------------------------|-------------|-----------------------|--------------------------------|
| 1 | 755 Site 5 | 850 | 1 | No | No |
| 2 | 755 Site 4 | 1300 | 1 | Yes | Yes |
| 3 | 755 Site 3 | 1550 | 1 | Yes | No |
| 4 | 755 Site 2 | 2150 | 1 | No | No |
| 5 | 755 Site 1 | 2850 | 1 | Yes | Yes |
| 6 | 806 Site 8 | 3050 | 1 | Yes | Yes |
| 7 | 806 Site 7 | 3050 | 1 | Yes | Yes |
| 8 | 806 Site 6 | 3400 | 1 | Yes | Yes |
| 9 | 806 Site 3 | 3400 | 1 | Yes | Yes |
| 10 | 806 Site 5 | 3575 | 1 | Yes | Yes |
| 11 | 806 Site 4 | 3625 | 1 | Yes | Yes |
| 12 | 806 Site 1 | 3625 | 1 | Yes | Yes |
| 13 | 806 Site 2 | 3800 | 1 | Yes | Yes |
| 14 | 934 Site 10 | 11375 | 4 | No | Yes |
| 15 | 934 Site 9 | 11750 | 4 | No | No |
| 16 | 934 Site 8 | 11950 | 4 | No | No |
| 17 | 934 Site 7 | 18100 | 7 | No | Yes |
| 18 | 934 Site 6 | 18175 | 7 | No | No |
| 19 | 934 Site 5 | 18850 | 8 | No | No |
| 20 | 934 Site 4 | 19375 | 8 | No | No |

| Project No | FEMA Project No | Approximate River Station | River Reach | FEMA Approved Funding | Recommended Stage One Projects |
|-------------------|------------------------|----------------------------------|--------------------|------------------------------|---------------------------------------|
| 21 | 934 Site 3 | 23750 | 9 | No | Yes |
| 22 | 934 Site 2 | 24025 | 9 | No | No |
| 23 | 934 Site 1 | 25025 | 9 | Yes | No |
| 24 | 764 Site 11 | 25175 | 9 | Yes | Yes |
| 25 | 764 Site 10 | 25300 | 9 | Yes | No |
| 26 | 764 Site 9 | 25400 | 9 | Yes | Yes |
| 27 | 764 Site 8 | 25700 | 9 | Yes | No |
| 28 | 934 Site 12 | 29500 | 10 | Yes | Yes |
| 29 | 934 Site 11 | 29600 | 10 | No | No |
| 30 | 764 Site 7 | 30000 | 10 | Yes | Yes |
| 31 | 764 Site 6 | 30775 | 10 | Yes | Yes |
| 32 | 764 Site 5 | 30800 | 10 | Yes | No |
| 33 | 764 Site 4 | 31050 | 10 | Yes | No |
| 34 | 764 Site 3 | 31100 | 10 | Yes | Yes |
| 35 | 759 Site 11 | 31650 | 11 | Yes | No |
| 36 | 764 Site 2 | 31725 | 11 | Yes | No |
| 37 | 764 Site 1 | 31775 | 11 | Yes | No |
| 38 | 759 Site 10 | 32000 | 11 | Yes | No |
| 39 | 759 Site 9 | 32675 | 11 | Yes | No |
| 40 | 759 Site 8 | 33425 | 11 | Yes | No |
| 41 | 759 Site 7 | 33525 | 11 | Yes | No |
| 42 | 759 Site 6 | 34200 | 11 | Yes | No |
| 43 | 759 Site 5 | 35950 | 11 | Yes | No |

| Project No | FEMA Project No | Approximate River Station | River Reach | FEMA Approved Funding | Recommended Stage One Projects |
|-------------------|------------------------|----------------------------------|--------------------|------------------------------|---------------------------------------|
| 44 | 759 Site 4 | 37550 | 12 | Yes | No |
| 45 | 759 Site 3 | 50800 | 14 | Yes | No |
| 46 | 759 Site 2 | 56325 | 16 | Yes | No |
| 47 | 759 Site 1 | 56600 | 16 | Yes | No |

Appendix B: Schedule

| Minnehaha Creek Integrated Planning - Stage One - Phase 1 | | | | | | | | | | | | |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Task Number and Name | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 |
| Task 1.1 Project Management and Communication | | | ←→ | | | | | | | | | |
| Task 1.2 Community Engagement and Public Meetings | | | ←→ | | | | | | | | | |
| Task 1.3 Planning Context Analysis | | | ←→ | | | | | | | | | |
| Task 1.4 Consolidate and Frame Existing Studies and Proposed Improvements | | | ←→ | | | | | | | | | |
| Task 1.5 Topographic Survey | | | ←→ | | | | | | | | | |
| Task 1.6 Cultural Resource Survey | | | ←→ | | | | | | | | | |
| Task 1.7 Green Infrastructure Assessment: BMP locations and strategies | | | | ←→ | ◆ | | | | | | | |
| Task 1.8 BMP and Creek Model Development | | | | | ←→ | | | | | | | |
| Task 1.9 Cost-Benefit Analysis | | | | | ←→ | | | | | | | |
| Task 1.10 Confirm Project for Design Phase MPRB | | | | | | ◆ | | | | | | |
| Meeting/Milestone Markers | ◆ | ▲ | ◡ | + | ● | | | | | | | |
| Note: This schedule is dependent upon expeditious review of plans by MCWD and MPRB (i.e. within 1 week of submittal) to achieve the noted Construction schedule. | | | | | | | | | | | | |

Appendix C: Fee Spreadsheet

| Task Number and Description | Wenck | Interfluve | HKGi | 106 Group | Total Fee |
|---|-----------------|-------------------|-----------------|------------------|------------------|
| Task 1.1: Project Management and Communication | \$3,883 | \$7,939 | \$670 | \$0 | \$12,492 |
| Task 1.2: Community Engagement | \$0 | \$0 | \$17,314 | \$0 | \$17,314 |
| Task 1.3: Planning Context Analysis | \$0 | \$0 | \$12,560 | \$0 | \$12,560 |
| Task 1.4: Consolidate and Frame Existing Studies and Proposed Improvements | \$5,540 | \$0 | \$0 | \$0 | \$5,540 |
| Task 1.5: Topographic Survey | \$14,367 | \$10,247 | \$0 | \$0 | \$24,614 |
| Task 1.6: Cultural Resources Survey | \$0 | \$636 | \$0 | \$5,650 | \$6,286 |
| Task 1.7: Green Infrastructure Assessment: BMP locations and Strategies | \$7,070 | \$704 | \$0 | \$0 | \$7,774 |
| Task 1.8: BMP and Creek Model Development | \$10,560 | \$0 | \$0 | \$0 | \$10,560 |
| Task 1.9: Cost-Benefit Analysis | \$6,805 | \$362 | \$0 | \$0 | \$7,167 |
| Task 1.10: Confirm Projects for Design Phase | \$1,730 | \$1,593 | \$0 | \$0 | \$3,323 |
| Subtotal - Fee and Expenses | \$49,955 | \$21,481 | \$30,544 | \$5,650 | |
| Total - Fee and Expenses | | | | | \$107,630 |