

MEETING DATE: April 13, 2017

TITLE: Authorization to Execute the Minnehaha Preserve Operations and Maintenance Plan

RESOLUTION NUMBER: 17-028

PREPARED BY: Laura Domyancich, Project and Land Technician

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TELEPHONE: 952-641-4582

REVIEWED BY: Administrator Counsel Program Mgr. (Name): Tiffany Schaufler
 Board Committee Engineer Other:

WORKSHOP ACTION:

Advance to Board meeting Consent Agenda Advance to Board meeting for discussion prior to action

Refer to a future workshop (date): _____ Refer to taskforce or committee (date): _____

Return to staff for additional work No further action requested.

Other (specify): Approval requested at April 13, 2017 Board Workshop.

PURPOSE or ACTION REQUESTED:

Authorization to execute an operations and maintenance plan for the long-term maintenance of features associated with the Minnehaha Preserve (Reach 20) project.

PROJECT/PROGRAM LOCATION:

Minnehaha Creek Preserve (Reach 20) in St. Louis Park.

PROJECT TIMELINE:

Ongoing.

PROJECT/PROGRAM COST:

Fund name and number: Project Maintenance and Land Management, 200-2003-4320

Current budget: \$683,310

Expenditures to date: \$11,093

Requested amount of funding: No specific funding request. Ongoing maintenance to be funded through PMLM Maintenance Plan.

PAST BOARD ACTIONS:

- July 11, 2013: RES 13-074, Authorization to Enter into Project Agreement with St. Louis Park and Execute Bid Alternate for Minnehaha Creek Restoration—Trails

**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.**

SUMMARY:

The Minnehaha Preserve Restoration project, also known as the Reach 20 Streambank Restoration, on Minnehaha Creek, includes nearly one mile of re-meandered Minnehaha Creek stream channel and approximately 30 acres of restored historic floodplain wetlands, associated upland restoration, stormwater facilities that treat direct discharges of urban stormwater, and a public trail system. The various components of this project have been designed to advance water quality goals, improve wildlife habitat, and allow better public access. To meet these goals and sustain the project's function, these elements require regular and long-term inspection and maintenance. To ensure that maintenance roles and responsibilities are clearly communicated, this Operations and Maintenance (O&M) plan has been prepared cooperatively by the Minnehaha Creek Watershed District (MCWD) and the City of St. Louis Park.

The O&M Plan is in fulfillment of the conditions of the Second Cooperative Agreement between MCWD and the City of St. Louis Park (January 21, 2013). Specifically, this O&M Plan outlines specific roles and responsibilities for the periodic and long-term maintenance of project elements associated with the project. This agreement and partnership between the MCWD and the City of St. Louis Park also fulfills obligations under two easements. While the site's specific features are under ownership of either entity, some project components will be cooperatively maintained and others are assigned to MCWD or the City of St. Louis Park as outlined in the Plan.

Regular safety inspections, documentation of inspections, and associated maintenance of these facilities will be performed to proactively address maintenance needs, reduce the risk of hazards, and combat future liability claims. The plan will remain in effect for five years from the date of execution and will automatically renew for five-year terms unless the parties cooperatively amend the plan.

ATTACHMENTS:

- Minnehaha Preserve Operations and Maintenance Plan



**Minnehaha Preserve Restoration Project
(Minnehaha Creek Reach 20)
Operations and Maintenance Plan**

March 2017



Photo Courtesy of Erdahl Photos

EXECUTIVE SUMMARY

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

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

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

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

I. Introduction

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

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

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

II. Project Elements Requiring Maintenance

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

Table 1 lists the major project elements of the Minnehaha Preserve Restoration project that require maintenance and the party responsible for overseeing that work.

Facility	Responsible Party
Bituminous trail	St. Louis Park
Snow removal on the bituminous trail	St. Louis Park
Boardwalk trail	MCWD
Benches along bituminous trail	St. Louis Park
Eastern bridge crossing (St. Louis Park Bridge No. 5)	St. Louis Park
Western bridge crossing	MCWD
Canoe launch approach trails	St. Louis Park
Canoe launches	St. Louis Park
Education area on boardwalk trail	MCWD

Interpretive Signage	MCWD
Wayfinding Signage and Maps	MCWD
Trash Receptacles	St. Louis Park
Bicycle Racks	St. Louis Park
Utility Maintenance	St. Louis Park
Vegetation and terrestrial invasive species management	MCWD -some exceptions apply
Stormwater BMPs	MCWD
Streambank and Channel Maintenance	MCWD

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

Table 2: Trail System Inspection and Maintenance Tasks

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

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

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

III. Site Boundaries

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

IV. Law Enforcement and Site Protection and Safety

The location of the Minnehaha Preserve presents a number of unique law enforcement challenges. The City of St. Louis Park police department is responsible for patrolling the bituminous trail and boardwalk during daylight hours. The trails are closed before sunrise and after sunset. Only foot travel and bicycle travel are allowed uses of the bituminous trail and only foot travel is allowed on the boardwalk. Any party will not authorize public motorized use, however, each party may cross the facilities owned by the other party and may operate motorized equipment to perform its roles and responsibilities.

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

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

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

V. Conclusion

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

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

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

CITY OF ST. LOUIS PARK

By _____ Date: _____

Its City Manager

MINNEHAHA CREEK WATERSHED DISTRICT

By _____ Date: _____

Its Administrator

Approved for form and execution:

MCWD Counsel

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

CITY OF ST. LOUIS PARK

REACH 20 RESTORATION PROJECT

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

Recitals

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

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

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

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

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

THEREFORE the City and the MCWD agree as follows:

1.0 INTENT

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

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

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

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

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

2.0 CONSTRUCTION

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

2.2 The MCWD's contract will require that:

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

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

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

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

3.0 MAINTENANCE

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

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

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

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

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

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

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

4.0 COST RESPONSIBILITIES and REMEDIES

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

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

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

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

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

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

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

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

5.0 RELATION TO OTHER AGREEMENTS

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

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

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

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

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

6.0 GENERAL TERMS

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

MCWD:

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

City:

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

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

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

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

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

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

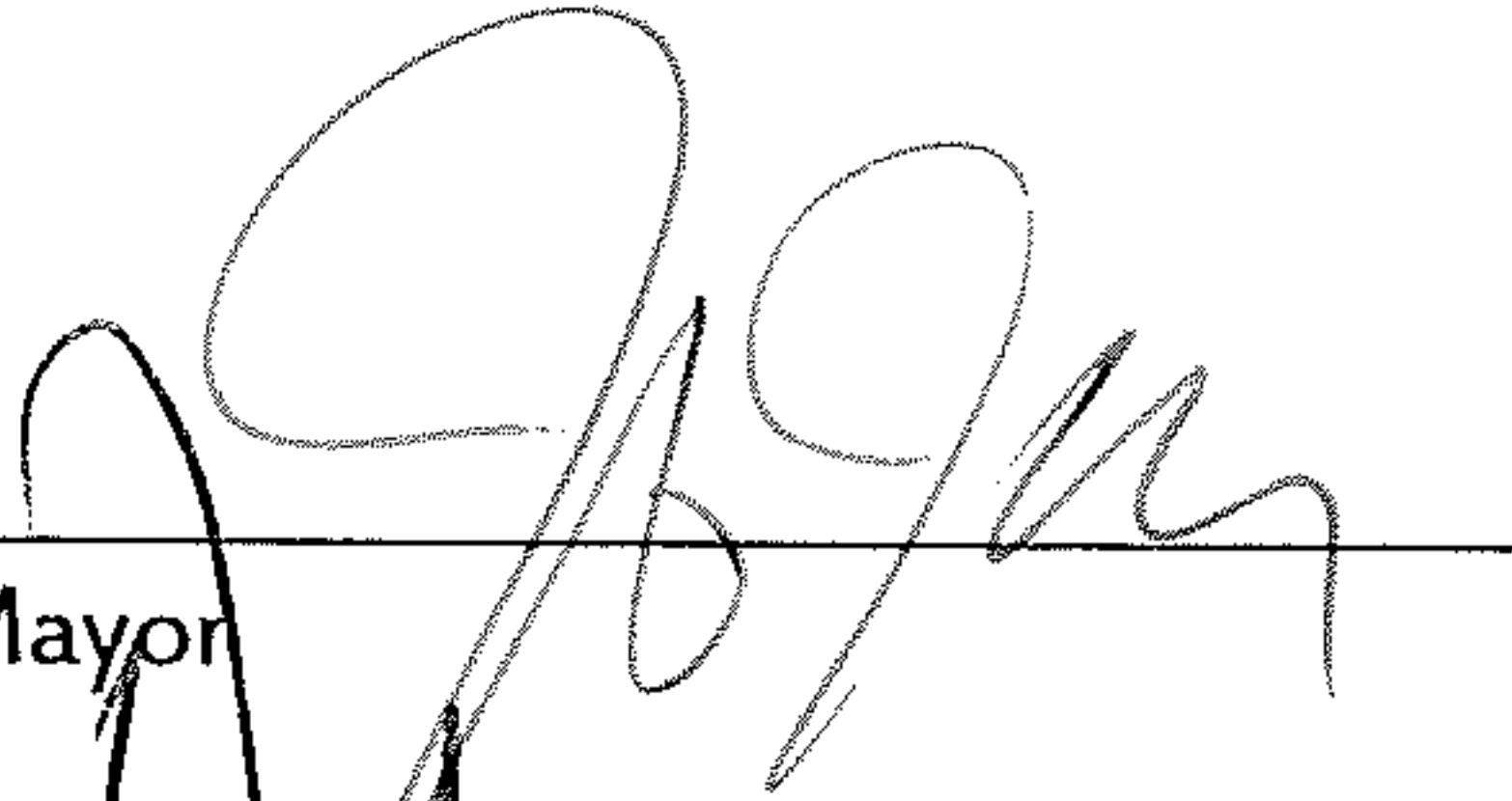
6.6 A party's failure to enforce a provision of this Agreement does not waive the provision or that party's right to enforce it subsequently.

6.7 The above Recitals are incorporated into this Agreement.

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

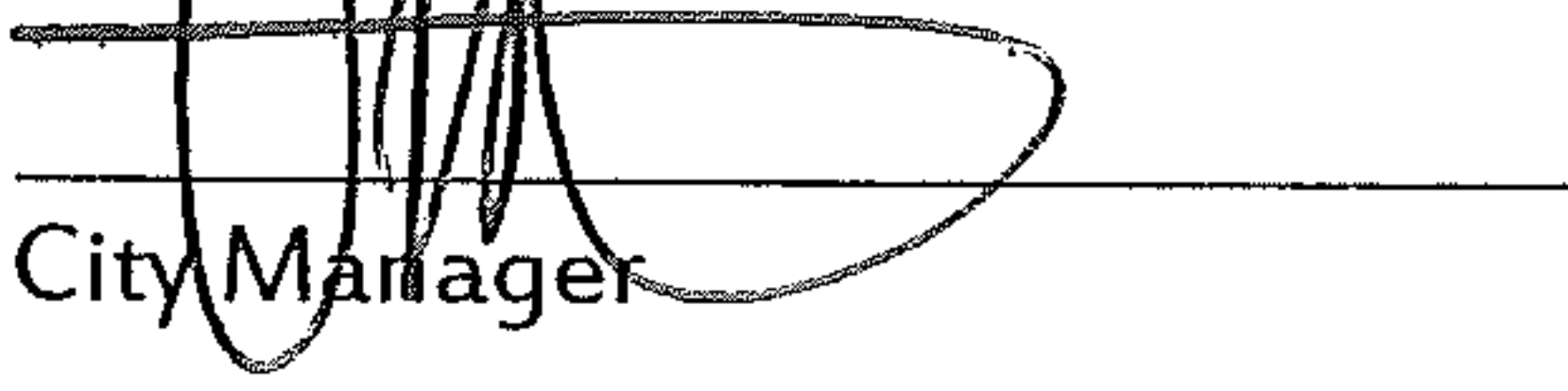
CITY OF ST. LOUIS PARK

By _____
Its Mayor



Date: 11/18/13

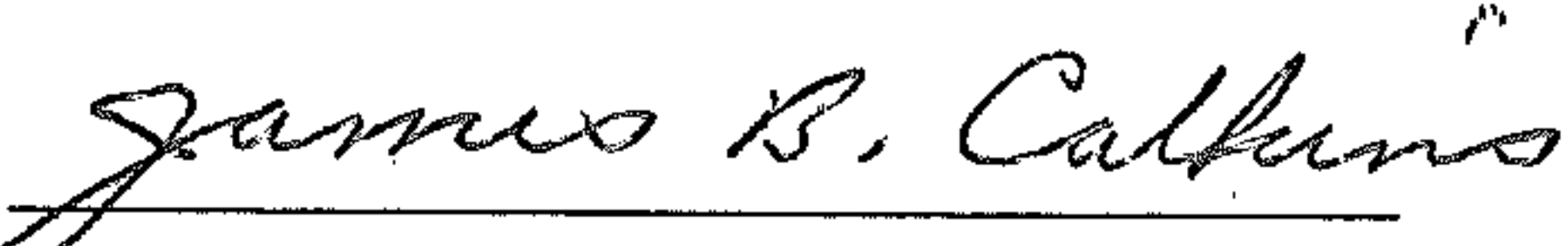
By _____
Its City Manager



Date: 11/18/13

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its President



Date: 12-12-13

Approved for form and execution:



MCWD Counsel

Attachment 2

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

Site Specific Actions (SSA): 2, 3, 4, 5, 7, 12B, 19, 20, 24, 25, 27, 30, 31	Last Annual Inspection (date):
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Confined Entry Permit Required? No	Last Rain (in. / date):
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SITE SPECIFIC ACTIONS			
2. Bank Stabilization (annual)	Vegetation/Stabilization Condition		Comments/Pictures
Inspection/Erosion Notes			
3. Bridge (annual inspection)	Visual Inspection & Damage Notes		Comments/Pictures
Structural Rating & Notes			
4. Buffer/Vegetation (annual)	Coverage (%)	Flowering Species	Species gone to seed
	Native species present		
	Invasive Species		
	Bare Soil		
Additional Comments:			Maintenance Required? (Y/N)
5. Channel Relocation (annual)	Vegetation/Stabilization Condition		Comments/Pictures
Inspection/Repair Notes			
7. Elevated Trail (annual)	Condition	Cracking, deformation, damage?	Comments/Pictures
Inspection/Repair Notes			

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

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



Stream Restoration Monitoring and Adaptive Management Plan

Minnehaha Creek Reach 20 Restoration Project

Prepared by the Minnehaha Creek Watershed District

February 11, 2015

Summary

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

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

Monitoring and Adaptive Management Plan

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

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

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

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

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

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

Table 1. Stream Restoration Metrics

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

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

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

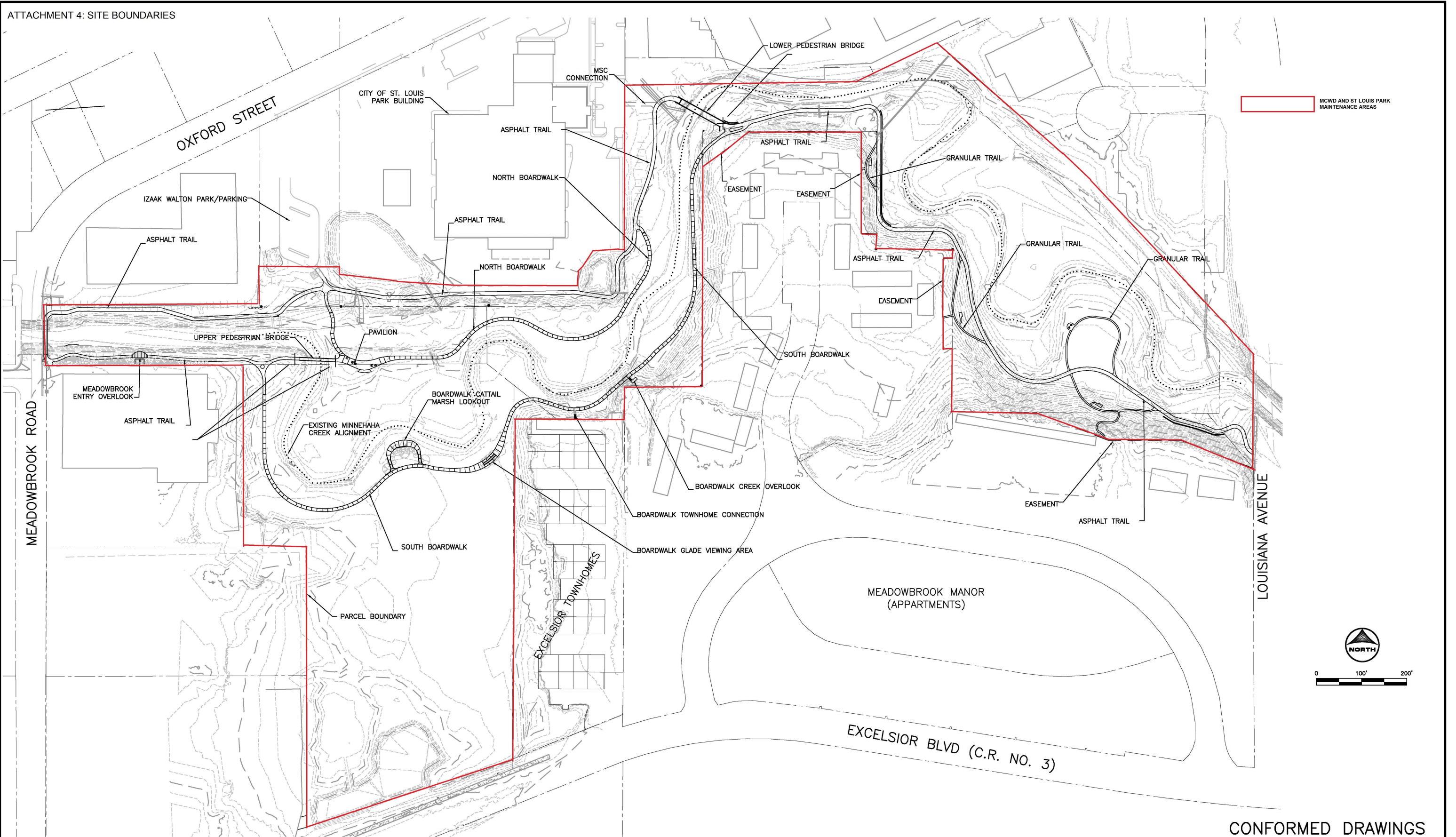
** Primary indicators of wetland hydrology listed in **bold**. Secondary indicators of wetland hydrology listed in *italics*.

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

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

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

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



CONFORMED DRAWINGS
AS OF 1/29/2014

DRAWN BY: JJC	JOB DATE: 2013
APPROVED: DWM	JOB NUMBER: 20120003.02
CAD DATE: 1/29/2014 6:27:17 PM	
CAD FILE: O:\20120003.02\CAD\Drawings\G102 SITE PLAN.dwg	

NO.	DATE	BY	REVISION DESCRIPTION
0	12/9/13	DWM	ALTERNATE BID SET ISSUED

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

SIGNATURE: *Daniel W. Mielke*
DATE: 12-09-2013 DANIEL W. MIELKE REG. NO. 50925



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

SITE PLAN

SHEET NO.
G102



Graffiti Ordinance

St. Louis Park City Ordinance:

**MN State Statutes:
617.90 GRAFFITI DAMAGE ACTION.**

Subd. 2. Cause of action

**540.18 DAMAGE BY MINOR; RESPONSIBILITY OF PARENT, GUARDIAN, AND
MINOR.
Subdivision 1. Liability rule.**

Subd. 2. Not applicable to certain persons.

