



**Title:** Authorization to Execute a Cooperative Agreement with the City of Minneapolis and Minneapolis Park and Recreation Board, and Release the Request for Proposals for the Minnehaha Parkway Phase I Project Feasibility Study

**Resolution number:** 24-028

**Prepared by:** Name: Michael Hayman  
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**Reviewed by:** Name/Title: Gabe Sherman, Planner-Project Manager; James Wisker, Administrator; Louis Smith, Legal Counsel

**Recommended action:** Authorize the Board President to sign a Cooperative Agreement with the City of Minneapolis and Minneapolis Park and Recreation Board, and authorize staff to release a Request for Proposals (RFP) for consultant services to complete the Minnehaha Parkway Phase I Project Feasibility Study.

**Schedule:** April 2024 – Partners execute cooperative agreement  
April 29, 2024 – Release RFP for consultant services  
July 11, 2024 – Consultant selection and contract approval  
Summer-Fall 2024 – Conduct feasibility for three Parkway project areas

**Past Board action:** Res #: 17-017 Authorization to enter a Memorandum of Understanding with the City of Minneapolis and Minneapolis Park and Recreation Board and issue a Request for Qualification for the Integrated Planning of the Minnehaha Creek Subwatershed in Minneapolis

Res # 20-058 Authorization to Submit a Letter to the MPRB in Support of the Draft Minnehaha Parkway Regional Trail Master Plan

**Summary:**

Beginning in February 2017, the Minnehaha Creek Watershed District (MCWD), Minneapolis Park and Recreation Board (MPRB), and City of Minneapolis (City) approved a Memorandum of Understanding (MOU) which outlined shared priorities and investment strategies to improve the natural and built environments within the Minnehaha Creek subwatershed in Minneapolis. This partnership was strengthened through joint planning efforts around the Minnehaha Parkway Regional Trail Master Plan effort, and the Lake Nokomis Groundwater and Surface Water Evaluation. Those efforts, culminating in approved plans in 2020 and 2022 respectively, further solidified the three agency partnership to protect and improve natural systems in the City.

With the previous MOU set to expire in 2023, the parties convened a Water Summit on May 9, 2022 to discuss the future of water planning in the City. At this meeting, leaders from the City, MPRB, and MCWD, expressed support for building a formal and lasting partnership that would align planning and project investments in water quality and flood mitigation.

Since that time, staff and policy makers from the respective agencies have worked together to draft a partnership agreement that:

1. Proposes a governance structure to coordinate across agencies and between policy makers and staff.
2. Identifies phase one project priorities in the Minnehaha Parkway Corridor, and funding sources to advance them.
3. Outlines a framework for long-range planning to identify and align future project priorities.

On December 6, 2023, the partnership hosted its inaugural Policy Steering Committee Meeting, with representatives of each agency present to discuss the draft cooperative agreement, phase one project opportunities, and long-range planning efforts in the City. Policy makers in attendance voiced overarching support and excitement for the partnership approach and provided guidance to staff to solidify the partnership via the proposed cooperative agreement (Agreement) to advance phase one projects in the Minnehaha Creek Parkway while exploring the future of partnership collaboration through the development of a long-range Partnership Implementation Plan (PIP).

As such, the attached Agreement (Attachment A) details the partnership approach to achieve successful water resource planning and management in the City. The Agreement first establishes the partnership through a “Statement of Purpose” and clearly articulates the “Partnership Goals” in section one. From there, the cooperative agreement identifies three key elements for advancing the shared goals of the partners:

1. Agreement Section 2: Partnership Structure and Process

This section provides a clear governance structure for the partnership to ensure the goals of the Agreement are appropriately pursued. To do this, the Agreement details a three-tier structure to pursue the work.

- i. The core work associated with the Agreement occurs at a staff level through the *Technical Team*, comprised of staff from the three agencies collaborating to identify and advance projects. The *Technical Team* will seek opportunities for shared work, set timelines and milestones for implementation, estimate costs and staffing needs, and determine potential cost share across the parties, including outside funding, to advance identified project opportunities.
- ii. Each party will assign one staff leadership member to the *Coordinating Team*, which will provide guidance to the *Technical Team*, adjusting recommendations included in the shared implementation plan, and providing briefings to the *Policy Steering Committee*.
- iii. A *Policy Steering Committee* comprised of up to three (3) elected or appointed officials from each agency, will meet at least twice a year to receive briefings from the *Coordinating Team* on the Partnership Implementation Plan recommendations, including updated project priorities, costs, partner sources and outside investment strategy. This committee is a coordinating body, ensuring cohesion among the partners as projects advance, while also providing a conduit for communicating to other policy makers within their respective organizations.

2. Agreement Section 3: Phase One Partnership Implementation Plan

This section maps the partnership approach to advancing water quality improvement project opportunities identified in the Minnehaha Parkway Regional Trail Master Plan. Appropriately titled the “Phase One Partnership Implementation Plan” (Exhibit A to the Agreement), the focus of this initial effort is to address regional runoff volumes and pollutant loads tributary to Minnehaha Creek and downstream Lake Hiawatha. Exhibit A depicts timelines and initial funding strategies to advance the first wave of potential project opportunities. This includes three “Phase One Capital Improvement Projects,” to be advanced via a Request for Proposals (Exhibit B to the Agreement) to complete feasibility for three project opportunities:

- i. Penn Newton Morgan Focus Area
- ii. Nicollet Focus Area
- iii. Bloomington Cedar Focus Area

The Agreement identifies MCWD as the lead agency for Phase One project feasibility, including the solicitation for proposals, partner coordination to evaluate and select a consultant team, consultant contracting, and project management to complete the feasibility effort. The estimated cost of the feasibility effort is \$150,000 and is to be shared equally by the partners. It should be noted that, although MCWD is the lead agency for the feasibility

effort, the agreement designates that future project opportunities will be led by the respective agency identified by the *Coordinating Team* as best suited to deliver the effort.

Following the completion of the feasibility study, MCWD will update the Phase One Minnehaha Creek Corridor PIP to reflect findings and recommendations regarding project sequence, timeline, design and capital costs, and funding sources. To advance identified project opportunities into construction, the partners will develop separate, specific cooperative agreements for implementation.

3. Agreement Section 4: Long-Range Partnership Implementation Planning Framework

Since the Agreement is intended to move beyond the Phase One project opportunities, the partners have developed a framework for future implementation planning (Partnership Implementation Plans) through the development of surface-water management units. This effort, built from the success of MCWD subwatershed planning efforts in both Six Mile Creek-Halsted Bay and Long Lake Creek, creates a framework for characterizing detailed watershed needs (based on the receiving waterbody) and identifying opportunities to align partnership resources around priorities, roles, actions, and funding.

The Agreement identifies MCWD as the lead agency for the Long-Range Partnership Implementation Planning Framework to lead coordination amongst the partners as the framework is developed. Although the goal is to align partner investment regarding project opportunities within the City, the Agreement does not preclude each organization from advancing capital projects within its respective jurisdiction.

At the April 25, 2024, Board of Managers meeting, staff will provide a detailed presentation of the partnership efforts to-date, including the development of the cooperative agreement, the process for selecting Phase One projects in the Minnehaha Parkway, and the framework for advancing long-range planning in the future. Representatives from each of the partner agencies will also be in attendance to support the presentation and answer any questions that may arise.

Following the presentation, staff recommends approval of resolution 24-028, thus authorizing execution of the Agreement and releasing the RFP for the Minnehaha Parkway Phase I Project Feasibility Study.

**Supporting documents (list attachments):**

- Attachment A: Draft Cooperative Agreement for Integrated Planning and Water Resource Projects in the Minnehaha Creek Watershed in Minneapolis
  - Exhibit A: Phase One Partnership Implementation Plan (PIP)
  - Exhibit B: Request for Proposals for Engineering, Design and Consulting Services for the Minnehaha Parkway Phase I Project Feasibility



## RESOLUTION

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**Resolution number:** 24-028

**Title:** Authorization to Execute a Cooperative Agreement with the City of Minneapolis and Minneapolis Park and Recreation Board, and Release the Request for Proposals for the Minnehaha Parkway Phase I Project Feasibility Study

WHEREAS the Minnehaha Creek Watershed District's (MCWD) Watershed Management Plan (WMP) identifies the Minnehaha Creek subwatershed as a priority geography for focusing the MCWD's planning activities and coordination efforts with its subwatershed partners;

WHEREAS the District's WMP identifies water quality, water quantify and ecological integrity goals for the Minnehaha Creek subwatershed and identifies stormwater management, stream restoration and restoration of wetlands and ecological corridors as management strategies to achieve those goals;

WHEREAS in 2017 the MCWD Board of Managers, Minneapolis Park and Recreation Board (MPRB) Board of Commissioners and Minneapolis City Council approved a memorandum of understanding (MOU) that 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;

WHEREAS beginning in 2018 the MPRB, in coordination with MCWD and the City of Minneapolis (City), began a master plan process for the Minnehaha Parkway Regional Trail (MPRT), and in November 2020, the MPRB approved the Minnehaha Parkway Regional Trail Master Plan;

WHEREAS with the MOU set to expire in 2023, the parties convened a Water Summit on May 9, 2022, to discuss the future of water planning in the City, at which time, leaders from the City, MPRB, and MCWD, expressed support for building a formal and lasting partnership that would align planning and project investments in water quality and flood mitigation;

WHEREAS since 2022, staff and policy makers from the respective agencies have worked together to draft a partnership agreement that:

1. Proposes a governance structure to coordinate across agencies and between policy makers and staff.
2. Identifies phase one project priorities in the Minnehaha Parkway Corridor, and funding sources to advance them.
3. Outlines a framework for long-range planning to identify and align future project priorities.

WHEREAS on December 6, 2023, the partnership hosted its inaugural Policy Steering Committee Meeting, with representatives of each agency present to discuss the draft cooperative agreement, phase one project opportunities, and long-range planning efforts in the City;

WHEREAS the Policy Steering Committee voiced overarching support and excitement for the partnership approach and provided guidance to staff to solidify the partnership via the proposed cooperative agreement (Agreement) to advance phase one projects in the Minnehaha Creek Parkway while exploring the future of partnership collaboration through the development of a long-range Partnership Implementation Plan (PIP).



WHEREAS on March 7, 2024, the Minneapolis City Council unanimously adopted the Agreement (Council Action No. 2024A-0183), and subsequently, on March 13, 2024, the Mayor of Minneapolis approved and signed the official council action adopting the Agreement;

WHEREAS on April 24, 2024, the MPRB Administration and Finance Committee will review the Agreement, with the MPRB Board of Commissioners considering formal action to approve the Agreement at the same meeting.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the Board Present to Execute a Cooperative Agreement with the City of Minneapolis and Minneapolis Park and Recreation Board;

BE IT FURTHER RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the release of a Request for Proposals for the Minnehaha Parkway Phase I Project Feasibility Study.

Resolution Number 24-028 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_. Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: 4/25/2024

Date: April 25, 2024

\_\_\_\_\_  
Secretary

**Cooperative Agreement  
for Integrated Planning and Water Resource Projects  
in the Minnehaha Creek Watershed in Minneapolis**

**DRAFT April 13, 2024**

This Cooperative Agreement (“Agreement”) 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”), a Minnesota municipal corporation; the Minneapolis 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.

**Partnership 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.
  - 1. 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.
  - 2. The Minnehaha Creek Watershed District (MCWD) has 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.
  - 3. The Surface Water and Sewers Division of the City of Minneapolis, Public Works Department provides stormwater and wastewater management for the City of Minneapolis in support of clean water, a thriving community, and environmental stewardship.
  
- B. The parties share a history of successful collaboration having cooperated on projects such as:
  - 1. The Minneapolis Chain of Lakes Regional Park Clean Water Partnership Project, one of the largest urban water-quality restoration projects to date in the United States;

2. The Lake Nokomis Surface and Groundwater Evaluation in Minneapolis, a multi-agency effort to diagnose the cause of high-water issues in neighborhoods surrounding Lake Nokomis; and
  3. The development of the Minnehaha Parkway Regional Trail Master Plan, which provides a long-range roadmap for the evolution of park spaces and activities, natural resources, and shared capital investment in the Minnehaha Creek Corridor in Minneapolis.
- 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 to identify opportunities for shared investment in improving regional water quality, mitigating flooding, and enhancing natural resources.
  - 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 seek opportunities to coordinate and align their respective work on an ongoing basis, at a policy, planning, and technical level.

## **1. Partnership Goals**

- A. The parties will work together to seek opportunities for aligning planning efforts, investment in capital improvements, and programs to improve the natural and built environments within the Minnehaha Creek subwatershed of the City of Minneapolis.
- B. The parties will work together to develop and pursue a shared water resource management strategy that identifies multi-jurisdictional initiatives for improving regional water quality, enhancing natural resources, and mitigating flooding, and balances the costs of built infrastructure supporting urban development and downstream receiving waterbodies and park land.
- C. Wherever practicable, the shared natural resource goals of the partners will integrate across disciplines with planned improvements to parks and open space, infrastructure improvements, and private development, to optimize cost and public benefit.
- D. The parties will achieve the desired integration through a predictable and repeatable process to deliver a Partnership Implementation Plan (PIP), identifying the nexus of shared agency priorities that may subsequently be incorporated into respective long-range planning efforts, capital improvement plans, budgets, policies, 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 may attract additional outside funding through the coordinated pursuit of grant funds, legislation, and other partnerships.
- F. The parties will work collaboratively to promote public understanding of this shared water resource management strategy to improve water quality, enhance natural resources and mitigate flooding.

## **2. Partnership Structure and Process**

- A. The parties commit to work together through a Technical Team, a Coordinating Team, and a Policy Steering Committee, the structure, role, and process of which are detailed below.
- B. The parties agree that MCWD will serve as the lead coordinating agency and will provide lead staff support to convene partnership meetings of the Technical Team, Coordinating Team, and Policy Steering Committee.

### **1. Technical Team.**

- i. Each party will designate a representative to the Technical Team and provide additional staff as project needs and expertise require.
- ii. The Technical Team will meet and collaborate at least quarterly to identify potential opportunities for shared agency priorities across long range planning, capital improvement planning, and potential future planning initiatives.
- iii. By March of each year of this Agreement, the Technical Team will be responsible for jointly recommending to the Coordinating Team a draft Partnership Implementation Plan, including:
  - a. Opportunities for shared agency priorities.
  - b. Tentative timelines for implementation, including quarterly milestones.
  - c. Estimated project costs, including up-front and capital costs, and staffing needs.
  - d. Potential cost share across the parties and sources of outside funding and financing.

### **2. Coordinating Team.**

- i. The Coordinating Team shall be comprised of the MCWD Administrator; the City Director of Surface Waters and Sewers; and the MPRB Assistant Superintendent for Planning Services.

- ii. The Coordinating Team will meet at least three times annually to provide input and direction to the Technical Team, guide the identification of shared agency priorities, make final adjustments to the Partnership Implementation Plan as it deems appropriate, review work accomplished during the previous year, and prepare briefings of Partnership Implementation Plan recommendations to the Policy Steering Committee.
- iii. The Coordinating Team will develop and adopt a communications plan to coordinate external communication on Partnership initiatives, and to promote public understanding of the parties' aligned efforts to address challenges in water quality, flooding and natural resources protection.

**3. Policy Steering Committee.**

- i. The parties will designate representatives to serve on the Policy Steering Committee as follows: The City: mayor/designate and two or three council members; MPRB: two or three commissioners, provided however if three commissioners are appointed not all three shall serve at the same time on the same committee; and MCWD: two or three managers.
- ii. The Policy Steering Committee will identify a member to serve as chair on an annual basis.
- iii. The Policy Steering Committee will meet at least twice a year, and additionally as deemed necessary by its members, to receive briefings from the Coordinating Team on the Partnership Implementation Plan recommendations, including updated project priorities, costs, partner sources and outside investment strategy. The Policy Steering Committee will provide policy level feedback and support as appropriate and support community engagement and outreach efforts.
- iv. Annually, on a timeline that aligns with each party's budgeting process, the Policy Steering Committee, with support from the Coordinating and Technical Teams, will present the Partnership Investment Plan recommendations and seek support as appropriate from each party's respective governing bodies.

**3. Phase One Partnership Implementation Plan**

**A. Phase One Partnership Implementation Plan.**

- 1. The Technical Team and the Coordinating Team have developed a Phase One Partnership Implementation Plan (PIP) focused on the Minnehaha Creek

Corridor, to guide shared agency capital project priorities and investments for the next five years, as feasible, attached as Exhibit A to this Agreement.

2. The Policy Steering Committee will provide policy level feedback and support as appropriate for the Minnehaha Creek Corridor Partnership Implementation Plan.
3. Each party will utilize the Minnehaha Creek Corridor PIP in the preparation of capital improvement plans or programs and requests for budget allocations according to processes particular to each party.
  - i. The Minnehaha Creek Corridor PIP is intended as a shared capital improvement plan, and, as such, serves as a planning guide for coordinated project planning and implementation. It does not formally obligate any party to implementation of any specific project. Such commitments are to be addressed in specific project agreements as set forth below.
4. The Coordinating Team will utilize the Phase One Partnership Implementation Plan (Attached) cycle to evaluate the partnership performance and success of implementation, to inform and support subsequent rounds of PIP development and budgeting, and to make recommended adjustments in the structure and process of the partnership, to the Policy Steering Committee

**B. Phase One Capital Improvement Projects.**

1. The Phase One Partnership Implementation Plan (Exhibit A) identifies three capital improvement projects, previously prioritized within the co-developed MPRB Minnehaha Parkway Regional Trail Master Plan, to address regional runoff volumes and pollutant loads tributary to Minnehaha Creek and downstream Lake Hiawatha, to serve as the focus for the parties' initial work between approximately 2024-2028.
2. The parties agree that, pursuant to the Phase One Minnehaha Creek Corridor PIP, the following three projects will be evaluated for feasibility as an initial focus of the parties' work over approximately the next five years:
  - i. Penn Newton Morgan Focus Area
  - ii. Nicollet Focus Area
  - iii. Bloomington Cedar Focus Area
3. Should the three identified projects occur in less than five years, or should any of the three identified projects be determined infeasible, the parties will work to identify other similarly scaled projects as additional or replacement projects. Acceptance of additional or replacement projects will be the

responsibility of the Coordinating Team, which shall seek support from the Policy Steering Committee.

**C. Phase One Project Feasibility Evaluation and Implementation Process.**

1. The parties agree that MCWD will lead the feasibility evaluation process for the three Phase One projects, and generally thereafter for future projects, as follows:
  - i. MCWD agrees to serve as the lead agency for the Phase One project feasibility and will prepare a request for proposals (RFP), attached as Exhibit B, and retain a consultant to conduct feasibility studies for all three projects, provided that the consultant will be selected through an objective selection process closely coordinated among the partners and with consensus of the Coordinating Team.
  - ii. The feasibility evaluation will generally assess project benefits, the recommended order of construction, estimated capital costs, operational costs, partner and outside funding sources, and community engagement needs.
  - iii. The cost of this consultant is estimated to be \$150,000, with costs shared equally among the parties. The City and MPRB will reimburse MCWD accordingly.
  - iv. MCWD will facilitate review and comment of the Phase One project feasibility evaluation by the City and MPRB with the Technical Team and Coordinating Team respectively, at project milestones as defined in the consultants approved scope of work.
  - v. The Coordinating Team will provide a briefing to the Policy Steering Committee on the findings of the feasibility study.

**D. Phase One Project Design and Construction Process.**

1. Following the completion of the feasibility study, MCWD will update the Phase One Minnehaha Creek Corridor PIP to reflect findings and recommendations regarding project sequence, timeline, design and capital costs, and funding sources.
2. To advance the Phase One projects into design and construction, the parties anticipate separate cooperative agreements for each selected project(s), which agreements shall generally provide as follows:
  - i. The Coordinating Team will use the information from the Phase One project feasibility evaluation, and for other projects advanced to final

design and implementation under this agreement, to determine the lead agency and support agency roles for final design, engineering and permitting, stakeholder engagement, construction and construction oversight, operations and maintenance, and the proportional share of funding for each Phase One project(s). Any updates to costs and roles as determined through design and final engineering will be integrated into existing or subsequent agreements for design and construction, construction oversight, and maintenance.

- ii. Consideration in the determination of lead agency and support agency roles will include but not be limited to:
  - Capacity of the agency to conduct the work on a timely basis, and the relative proportion of agency funding;
  - Knowledge of agency staff relative to the preparation of a design and supporting documents relative to the project scope;
  - Relationship between the implemented project and any ongoing maintenance and operations required for the perpetuation of the project;
  - The degree of integration of project elements across natural systems like Minnehaha Creek, municipal infrastructure like storm sewers, and recreational features like trails.
  - The ownership of the land and infrastructure affected by the project proposed to be constructed; and
  - The legal responsibility and liability that attaches to the project and its construction, operation and maintenance.
- iii. The lead agency will prepare materials constituting a solicitation for consultant services and retain a consultant to conduct design, engineering, and permitting work, as well as coordinating work supporting public bidding and construction oversight for the selected project(s), provided that the work and consultant selection process is closely coordinated among the partners, the Technical Team and with consensus of the Coordinating Team at project milestones, as defined in the project's cooperative agreement.
- iv. The Coordinating Team will provide a briefing and information as needed to the Policy Steering Committee regarding key milestones of design, public bid, and construction.



#### **4. Long-Range Partnership Implementation Planning Framework**

- A. The parties recognize that achieving their mutual water resource goals, particularly in the face of a changing climate, is best accomplished through integrated planning.
- B. The parties wish to establish a framework under which their respective water resource work, and future Partnership Implementation Plans, can be integrated into a clear shared water resources management strategy that addresses the needs of the future by aligning and coordinating priorities, roles, actions, and funding.
- C. To develop subsequent Partnership Implementation Plans and deliver an integrated water resource management strategy, the parties agree to undertake a collaborative scope of work, including:
  - 1. Characterizing Water Management Units
    - i. Mapping water management units based on receiving waters, including data regarding water quality and quantity, land use, and proposed improvements to the built and natural environment.
  - 2. Exploring Partner Priorities
    - i. Inventory existing priorities and strategies across the partners, from flood mitigation to water quality, and the projects, policies, programs, and funding that currently support implementation.
  - 3. Gaining Strategic Alignment
    - i. Cultivating role clarity, identifying areas of overlap and shared goals, recommending areas for strategic alignment and partnership, and areas of independent water resource implementation.
  - 4. Defining Partnership Implementation Plans
    - i. Develop recommendations and an action plan for the next round of implementation by the partners.
- D. MCWD agrees to serve as the lead agency for the Long-Range Partnership Implementation Planning Framework and will lead coordination amongst the Partners as the framework is developed.
- E. MCWD will facilitate the engagement, review, and comment of the Partnership Implementation Planning Framework process by the City and MPRB through the Technical Team and Coordinating Team respectively, at mutually agreed upon milestones.

- F. Each organization may proceed with additional capital projects within its respective jurisdiction, in addition to projects identified in the Partnership Implementation Plan.
- G. The Coordinating Team will provide briefings and recommendations as needed on the Long-Range Partnership Implementation Planning Framework at the Policy Steering Committee meeting.

## 5. General Terms

- A. **Independent Relationships; Liability:** This Agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59, and no party agrees to be responsible for the acts or omissions of another pursuant to subdivision 1(a) of the statute. Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement. The parties enter this Agreement solely for the purposes of improving the ecological health and condition of water resources in the City of Minneapolis. Accordingly, with respect to any and all activity undertaken pursuant to this Agreement, each party agrees to hold the others harmless, and defend and indemnify the others, their officers, employees and agents from and against 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 activities under this Agreement due to any negligent or willful act or omission by the indemnifying party or the indemnifying party's breach of any specific contractual duty. Notwithstanding the foregoing or any other provision of this Agreement, the parties' obligations under this paragraph will survive the termination of the Agreement. This Agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. As between the parties, only contract remedies are available for a breach of this Agreement.
- B. **Publicity, Sponsorship:** Any publicity regarding projects undertaken through this Agreement must identify all three parties as the sponsoring entities. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the parties individually or jointly with others, or any subcontractors, with respect to the project. The parties will collaborate on the development of educational and informational signage pertinent to the project, and each party, at its cost, may develop, produce and, after approval of the other party, distribute educational, outreach and publicity materials related to the project.

- C. **Data Management:** All designs, written materials, technical data, research or any other work-in-progress will be shared between the parties to this agreement on request, except as prohibited by law. As soon as is practicable, the party preparing plans, specifications, contractual documents, materials for public communication or education will provide them to the other parties for recordkeeping and other necessary purposes. All data created, collected, received, maintained or disseminated for any purpose in the course of this agreement is governed by the Data Practices Act, Minnesota Statutes chapter 13, any other applicable state statute, or any state rules adopted to implement the Act.
  
- D. **Complete Agreement, Severability:** This Agreement, as it may be amended in writing, constitutes the entire agreement between the Parties. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.
  
- E. **Applicable Law, Venue:** The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota.
  
- F. **Waivers:** The waiver by any party of any breach or failure to comply with any provision of this Agreement by the other parties will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
  
- G. **Notices:** The parties designate the following authorized representatives, each to serve as the liaison to the other party for purposes of coordinating activities under this Agreement. Any written communication required under this Agreement will be addressed to the other parties as follows, except that any party may change its address for notice by so notifying the other parties in writing:

City of Minneapolis  
Angie Craft, Director of Surface Waters and Sewers  
Public Service Center  
250 South 4th St, Room 300  
Minneapolis, MN 55415  
612-673-5625  
[angie.craft@minneapolismn.gov](mailto:angie.craft@minneapolismn.gov)

Minneapolis Park & Recreation Board  
Michael Schroeder, Assistant Superintendent for Planning Services  
2117 West River Road North  
Minneapolis, Minnesota 55411  
612-230-6467  
[mschroeder@minneapolisparke.org](mailto:mschroeder@minneapolisparke.org)

Minnehaha Creek Watershed District  
James Wisker, Administrator  
15320 Minnetonka Blvd.  
Minnetonka, MN 55345  
952-641-4509  
[jwisker@minnehahacreek.org](mailto:jwisker@minnehahacreek.org)

- H. **Term, Termination:** This Agreement is effective on execution by all parties and will terminate five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. Any responsibility or obligation that has come into being before expiration will survive expiration.
- I. **Counterparts:** This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

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

**CITY OF MINNEAPOLIS**

*APPROVED AS TO FORM*

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Department Head (or Designee) Authorized to Sign this Contract and/or  
Responsible for Administering and Monitoring Contract

By: \_\_\_\_\_  
Finance Officer or Designee/Purchasing Agent

**MINNEAPOLIS PARK & RECREATION BOARD**

By: \_\_\_\_\_  
Margret Forney  
Its: President of the Board of Commissioners

By: \_\_\_\_\_  
Jennifer B. Ringold  
Its: Secretary to the Board of Commissioners

Approved as to form:

\_\_\_\_\_  
Brian F. Rice  
Legal Counsel to the Minneapolis Park  
and Recreation Board

MINNEHAHA CREEK WATERSHED DISTRICT

*Approved for Form & Execution*







\_\_\_\_\_  
MCWD Attorney

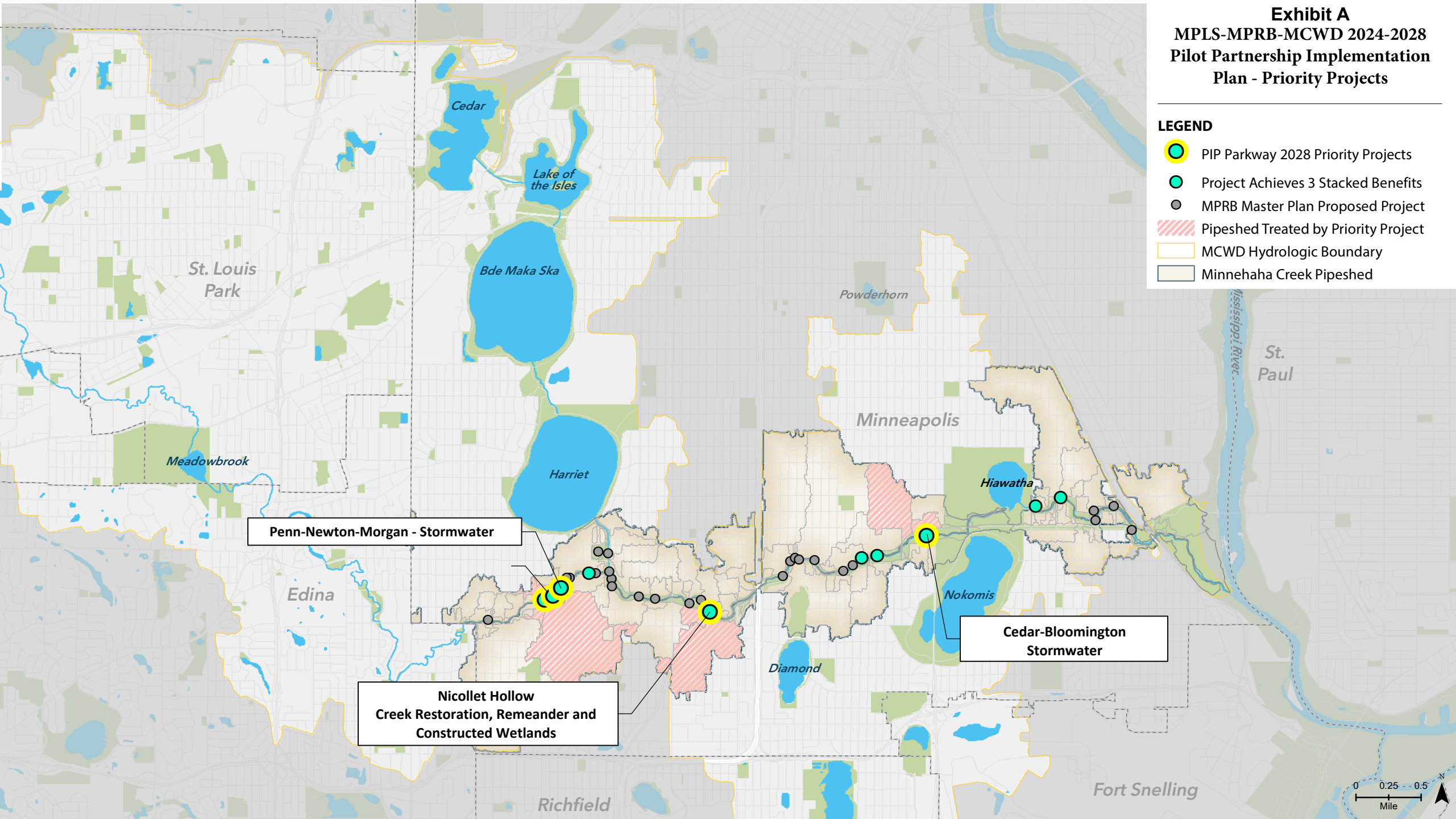
\_\_\_\_\_  
Sherry Davis White, President

Date:

**Exhibit A**  
**MPLS-MPRB-MCWD 2024-2028**  
**Pilot Partnership Implementation**  
**Plan - Priority Projects**

**LEGEND**

-  PIP Parkway 2028 Priority Projects
-  Project Achieves 3 Stacked Benefits
-  MPRB Master Plan Proposed Project
-  Pipedshed Treated by Priority Project
-  MCWD Hydrologic Boundary
-  Minnehaha Creek Pipedshed



## DRAFT

### MCWD-MPLS-MPRB 2024-2028 PILOT PARTNERSHIP INVESTMENT PLAN

Minnehaha Parkway Project Priorities	Capital Costs*	Acres Treated	Water Quality (lbs TP)	Floodplain (CY)
Bloomington-Cedar	\$ 350,000	115	52	11,121
Penn-Newton-Morgan	\$ 818,000	248	81	1,554
Nicollet	\$ 1,600,000	152	44	1,684
<b>TOTAL</b>	<b>\$ 2,768,000</b>	<b>515</b>	<b>177</b>	<b>14,359</b>

\*Costs estimates from MPRB Master Plan. 2018 costs adjusted for inflation. Capital costs only. To be refined through Feasibility

Internal Sources*	Year					
	2024	2025	2026	2027	2028	
Minneapolis Funds Encumbered by MCWD	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	
Minneapolis Capital Plan Funds	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
MPRB Parkway Capital Plan Funds	\$ -	\$ -	\$ 1,600,000	\$ -	\$ -	
MCWD Capital Plan Funds	\$ 325,000	\$ 2,749,993	\$ -	\$ -	\$ -	
<b>Total Internal Sources</b>	<b>\$ 1,325,000</b>	<b>\$ 2,999,993</b>	<b>\$ 1,850,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 6,674,993</b>

Sources based on initial commitments of partners, and capital plans. MCWD capital funds and Minneapolis encumbered funds are secured.

Project Costs	2024	2025	2026	2027	2028	
Pilot Project Feasibility Study	\$ 150,000					
Bloomington-Cedar Design		\$ 134,880				
Bloomington-Cedar Construction			\$ 314,720			
Penn-Newton-Morgan Design		\$ 284,368				
Penn-Newton-Morgan Construction			\$ 331,762	\$ 331,762		
Nicollet Design			\$ 568,800			
Nicollet Construction					\$ 1,327,200	
<b>Total Project Costs</b>	<b>\$ 150,000</b>	<b>\$ 419,248</b>	<b>\$ 1,215,282</b>	<b>\$ 331,762</b>	<b>\$ 1,327,200</b>	<b>\$ 3,443,492</b>

\*Costs estimates from MPRB Master Plan. 2018 costs adjusted for inflation. Capital costs only. To be refined through Feasibility

Annual Cash Flow						TOTAL 5 YEAR DELTA SOURCES - COSTS
<b>Annual Sources + Prior Year Balance - Annual Costs</b>	<b>\$ 1,175,000</b>	<b>\$ 3,755,745</b>	<b>\$ 4,390,463</b>	<b>\$ 4,308,701</b>	<b>\$ 3,231,501</b>	<b>\$ 3,231,501</b>



# MINNEHAHA PARKWAY PARTNERSHIP IMPLEMENTATION PLAN

2024-2028



## OVERVIEW

### PROJECT NAME

Segment 1 Penn/Newton/Morgan Focus Area

### LOCATION

Minneapolis (Minnehaha Creek)

### TARGET WATERBODY

Minnehaha Creek and Lake Hiawatha

### BENEFITS

Treats 248 acres, 81 pounds of Total Phosphorus reduction, 154 cubic yards of floodplain restoration



## DESCRIPTION

### SCOPE

The scope of work for Segment 1 includes the feasibility, design, and construction of a stormwater basin for the 1.1-E Stormwater BMP East of Penn project, re-meandering of the creek with floodplain restoration for the 1.1-F Creek Restoration West of Newton project, the replacement of existing concrete spillway with multi-cell BMP, and associated interpretation for the 1.1-L Stormwater Treatment at 52nd Street Outfall project.

### GOALS

Improve water quality, water quantity, and ecological integrity by capturing stormwater runoff, restoring Minnehaha Creek, and replacing the concrete spillway. Additionally, enhance community sense of place through the installation of interpretative signage.

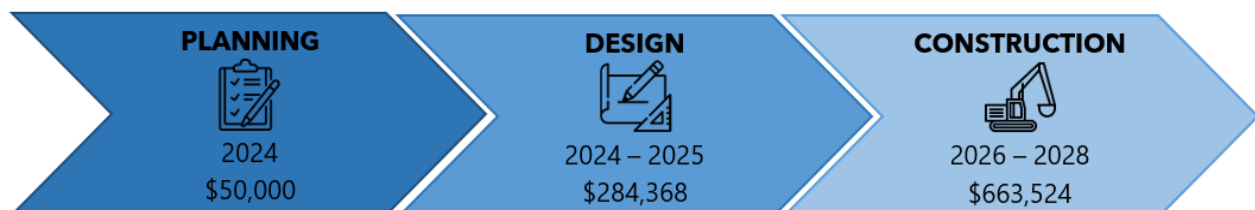
### JUSTIFICATION

The Partnership is prioritizing the implementation of Projects 1.1-E, 1.1-F, and 1.1-L, from the co-created Minnehaha Parkway Regional Trail Master Plan as pilot projects of the Partnership Implementation Framework with the City of Minneapolis Surface Water and Sewers Division and Minneapolis Park and Recreation Board (MPRB) to enhance recreation, improve ecological function of the creek corridor, improve public safety, address flooding, and improve water quality in the Minneapolis segment of the Minnehaha Creek corridor.

### WORKPLAN SUMMARY

The focus for 2024 will be on conducting feasibility, including engineering, site design, policy, and regulatory feasibility, as well as cost and benefit estimates for the selected projects in the Segment 1 Penn/Newton/Morgan Focus Area.





## SCHEDULE + BUDGET

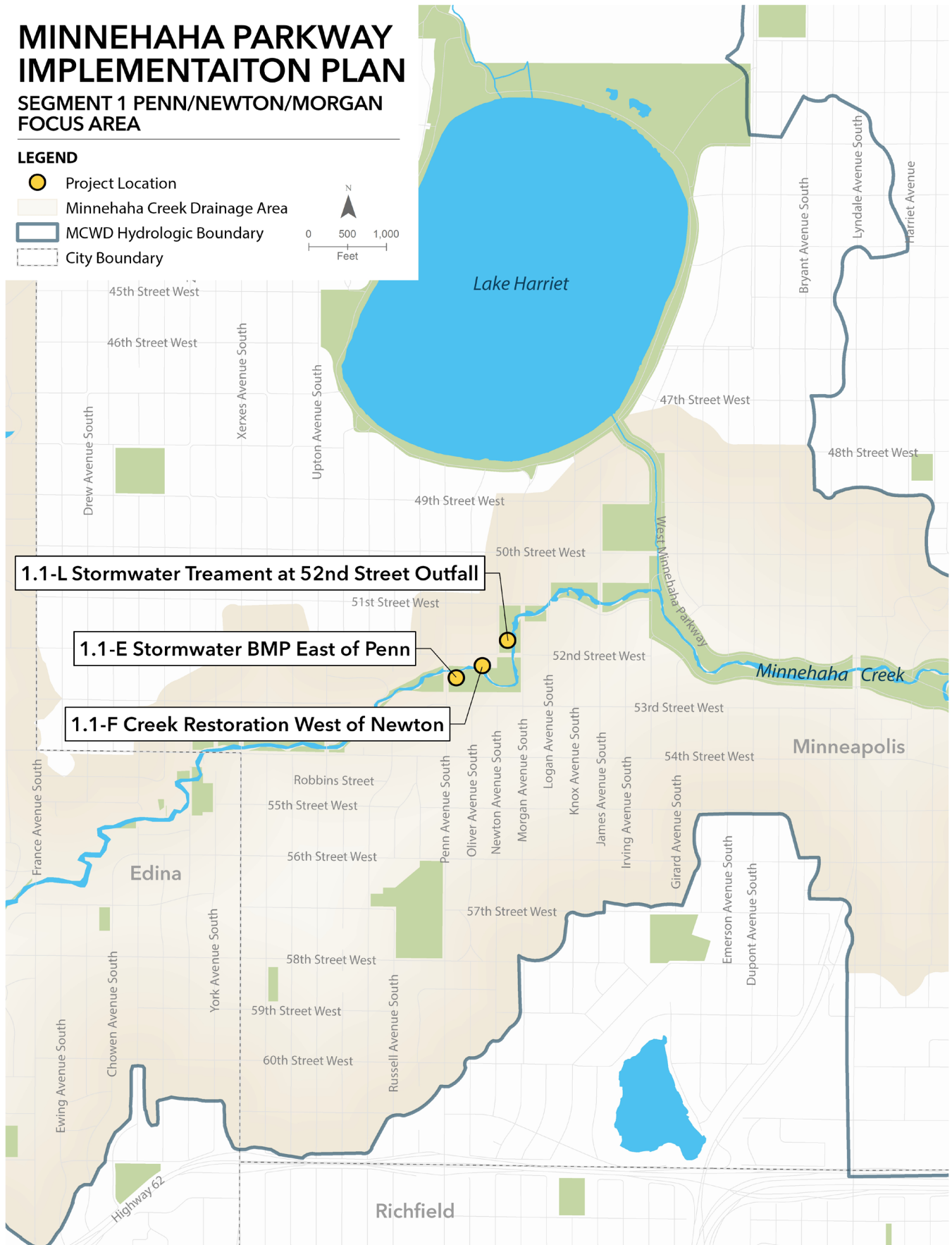
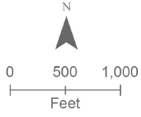


# MINNEHAHA PARKWAY IMPLEMENTATION PLAN

## SEGMENT 1 PENN/NEWTON/MORGAN FOCUS AREA

### LEGEND

-  Project Location
-  Minnehaha Creek Drainage Area
-  MCWD Hydrologic Boundary
-  City Boundary



# MINNEHAHA PARKWAY PARTNERSHIP IMPLEMENTATION PLAN

2024-2028



MINNEHAHA CREEK  
WATERSHED DISTRICT



Minneapolis  
Park & Recreation Board



Minneapolis  
City of Lakes

## OVERVIEW

### PROJECT NAME

Segment 2 Nicollet Focus Area

### LOCATION

Minneapolis (Minnehaha Creek)

### TARGET WATERBODY

Minnehaha Creek and Lake Hiawatha



### BENEFITS

Treats 152 acres, 44 pounds of Total Phosphorus reduction, 1,684 cubic yards of floodplain restoration

## DESCRIPTION

### SCOPE

The scope of work for Segment 2 includes the feasibility, design, construction, and site interpretation for creek restoration and remeandering in Nicollet Hollow, including all associated streambank restoration, wetland restoration, and wetland construction identified in the 2.1-H Creek Restoration, Remeander and Constructed Wetlands, Nicollet Hollow project.

### GOALS

Improve water quality, water quantity, and ecological integrity through the restoration of Minnehaha Creek, the streambank, and associated wetlands. Additionally, enhance community sense of place through the installation of interpretative signage.

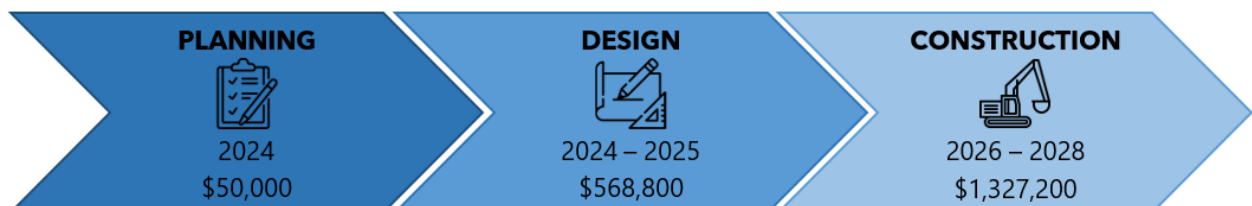
### JUSTIFICATION

The Partnership is prioritizing the implementation of Project 2.1-H from the co-created Minnehaha Parkway Regional Trail Master Plan as a pilot project of the Partnership Implementation Framework with the City of Minneapolis Surface Water and Sewers Division and Minneapolis Park and Recreation Board (MPRB) to enhance recreation, improve ecological function of the creek corridor, improve public safety, address flooding, and improve water quality in the Minneapolis segment of the Minnehaha Creek corridor.

### WORKPLAN SUMMARY

The focus for 2024 will be on conducting feasibility, including engineering, site design, policy, and regulatory feasibility, as well as cost and benefit estimates for the selected project in the Segment 2 Nicollet Focus Area.





## SCHEDULE + BUDGET

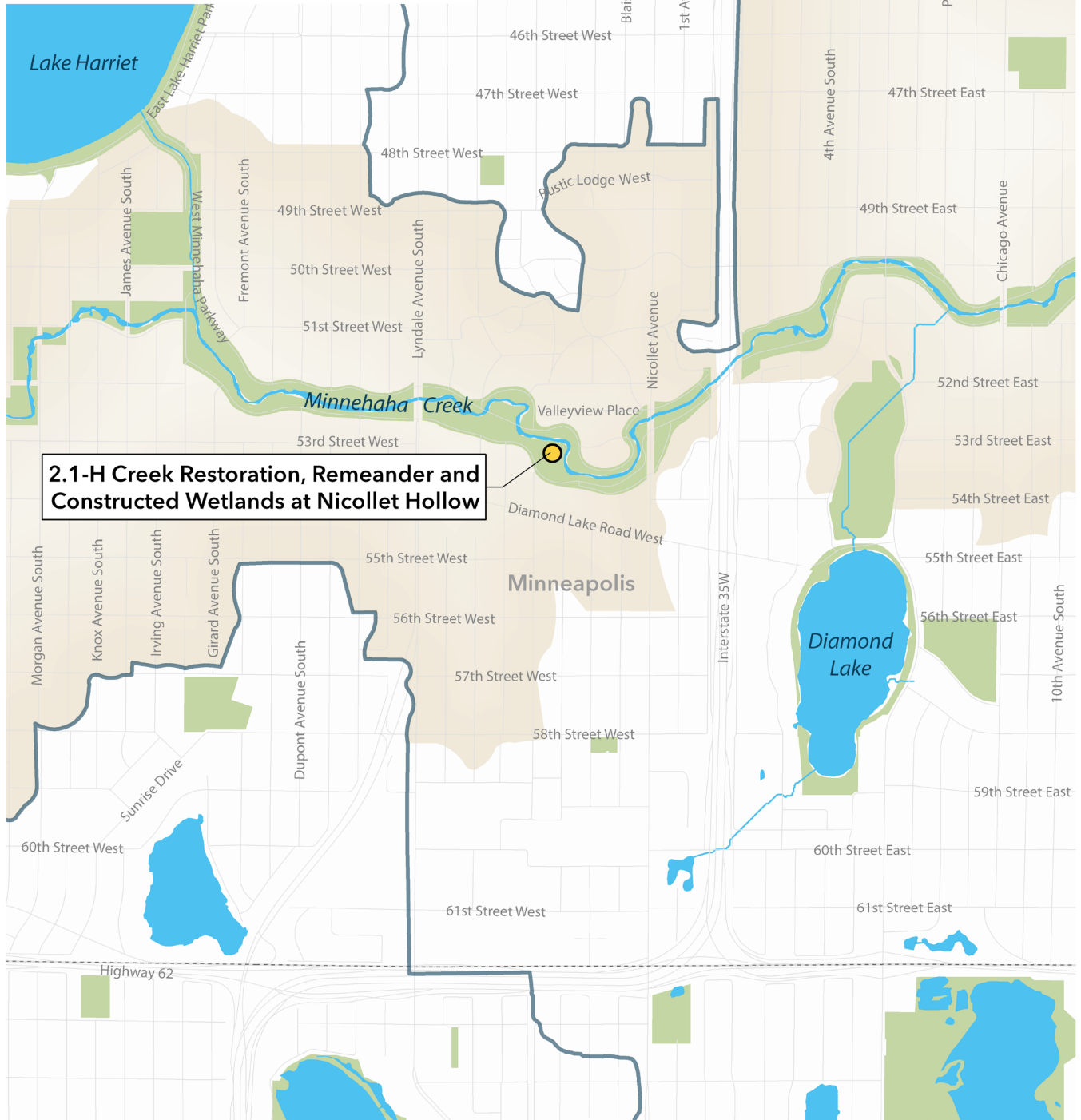
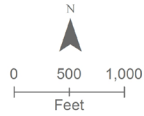


# MINNEHAHA PARKWAY IMPLEMENTATION PLAN

## SEGMENT 2 NICOLLET FOCUS AREA

### LEGEND

-  Project Location
-  Minnehaha Creek Drainage Area
-  MCWD Hydrologic Boundary
-  City Boundary



# MINNEHAHA PARKWAY PARTNERSHIP IMPLEMENTATION PLAN

2024-2028



MINNEHAHA CREEK  
WATERSHED DISTRICT



Minneapolis  
Park & Recreation Board



Minneapolis  
City of Lakes

## OVERVIEW

### PROJECT NAME

Segment 3 Cedar/Bloomington

### LOCATION

Minneapolis (Minnehaha Creek)

### TARGET WATERBODY

Minnehaha Creek and Lake Hiawatha



### BENEFITS

Treats 115 acres, 52 pounds of Total Phosphorus reduction, 11,121 cubic yards of floodplain restoration

## DESCRIPTION

### SCOPE

The scope of work for Segment 3 includes feasibility, design, and construction for creek restoration and remeandering with stormwater BMP as identified in the 3-P Stormwater BMP (with restored wetland) project.

### GOALS

Improve water quality, water quantity, and ecological integrity through the remeandering and restoration of Minnehaha Creek, and installation of a stormwater BMP and restored wetland area.

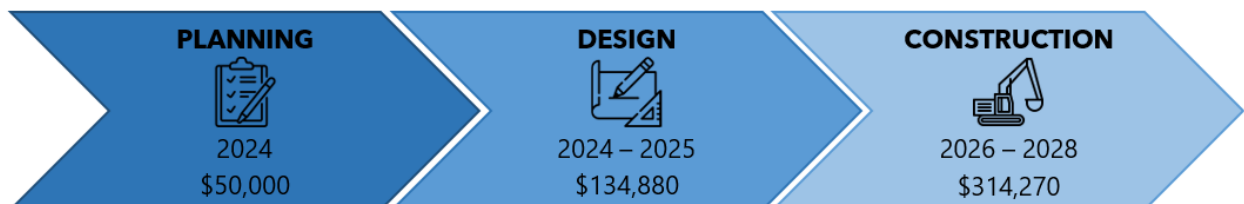
### JUSTIFICATION

The Partnership is prioritizing the implementation of Project 3-P from the co-created Minnehaha Parkway Regional Trail Master Plan as a pilot project of the Partnership Implementation Framework with the City of Minneapolis Surface Water and Sewers Division and Minneapolis Park and Recreation Board (MPRB) to enhance recreation, improve ecological function of the creek corridor, improve public safety, address flooding, and improve water quality in the Minneapolis segment of the Minnehaha Creek corridor.

### WORKPLAN SUMMARY

The focus for 2024 will be on conducting feasibility, including engineering, site design, policy, and regulatory feasibility, as well as cost and benefit estimates for the selected project in the Segment 3 Cedar/Bloomington.

## SCHEDULE + BUDGET







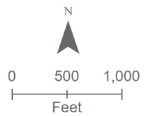


# MINNEHAHA PARKWAY IMPLEMENTATION PLAN

## SEGMENT 3 CEDAR/BLOOMINGTON FOCUS AREA

### LEGEND

-  Project Location
-  Minnehaha Creek Drainage Area
-  MCWD Hydrologic Boundary
-  City Boundary



**3-P Stormwater BMP with Restored  
Wetland West of Cedar**

**REQUEST FOR PROPOSALS**  
**Engineering, Design, and Consulting Services for**  
**MINNEHAHA PARKWAY PHASE I PROJECT FEASIBILITY**  
**Minnehaha Creek Watershed District, City of Minneapolis Surface Water & Sewers**  
**Division, and Minneapolis Park and Recreation Board**



Proposals Due: **Date**

**Contact**

Gabriel Sherman  
Planner-Project Manager  
Minnehaha Creek Watershed District  
Email: [gsherman@minnehahacreek.org](mailto:gsherman@minnehahacreek.org)  
Phone: (952) 641-4510

Michael Hayman  
Director of Project Planning  
Minnehaha Creek Watershed District  
Email: [mhayman@minnehahacreek.org](mailto:mhayman@minnehahacreek.org)  
Phone: (952) 471-8226

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## Project and partnership overview

### Purpose and background

Minnehaha Creek Watershed District (MCWD), in partnership with the Minneapolis Park and Recreation Board (MPRB) and the City of Minneapolis (City) Surface Water & Sewers Division (SWS), is seeking proposals for engineering, design, and consulting services to complete a feasibility study for three Phase I projects within the Minnehaha Parkway. The feasibility study will analyze three projects that have been selected from the Minnehaha Parkway Regional Trail Master Plan for technical feasibility, including engineering, landscape design, policy, and regulatory feasibility, as well as produce cost and cost/benefit estimates. The three projects are described under “Phase I project areas and descriptions” below.

MCWD, MPRB, and the City have a history of partnering on water resources planning and projects that cross jurisdictional lines, including a series of water quality improvements for the [Chain of Lakes in the 1990s](#), and more recently the [Minnehaha Parkway Regional Trail Master Plan](#) from which the three projects were selected. As the partners plan, design, and construct this next round of projects, it is the intention to develop a repeatable and scalable process, using these initial projects to establish and pilot that process. Within the parameters of the partners’ Cooperative Agreement (see Appendix), the selected consultant will assist in documenting a streamlined approach to jointly selecting and advancing one or more of the Phase I projects into design and construction.

### Partner roles and responsibilities

Within the Minnehaha Parkway corridor, each of the partners has a distinct role, set of responsibilities, and commitments:

- **MPRB:** Owns the parkland on which a Phase I project(s) will be constructed, as well as infrastructure within the parkland including parkways. Operates the municipal park system, including providing recreation opportunities and improving natural resources. The City and the MPRB are co-permittees of the NPDES MS-4 permit for the City of Minneapolis.
- **City of Minneapolis:** The Surface Water and Sewers Division of the City of Minneapolis, Public Works Department provides stormwater and wastewater management for the City of Minneapolis in support of clean water, a thriving community, and environmental stewardship. The City and the MPRB are co-permittees of the NPDES MS-4 permit for the City of Minneapolis.
- **MCWD:** Manages water on a regional scale. Has identified Minnehaha Creek subwatershed as a focal geography for investment in water quality, water quantity and ecological improvements.

For the purposes of this feasibility study, MCWD will administer the consulting contract and appoint a project manager to serve as the point of contact for the duration of the contract. City and MPRB staff will actively participate in consultant selection, provision of studies, plans, models and data, and the review of interim and final deliverables. In this RFP, the MCWD, MPRB, and City are collectively referred to as the “project partners.”

## Phase I project areas and descriptions

This study will assess the feasibility of water resources projects within three project areas identified in the Minnehaha Parkway Regional Trail Master Plan (Master Plan).

### Segment 1 – Penn/Newton/Morgan Focus Area

The feasibility study will assess *Projects 1.1-E Stormwater BMP East of Penn, 1.1-F Creek Restoration West of Newton, and 1.1-L Stormwater Treatment at 52<sup>nd</sup> Street Outfall (to replace concrete flume)* located within the Segment 1 Penn/Newton/Morgan Focus Area. See the Partnership Implementation Plan (PIP) project cut sheet and the following sections of the Master Plan for details:

- Project overview and estimated budget: PIP project cut sheet
- Existing conditions: Chapter 3
- Master plan: pages 5-16 to 5-19
- Implementation: pages 7-6 to 7-9

### Segment 2 – Nicollet Focus Area

The feasibility study will assess *Project 2.1-H Creek Restoration, Remeander and Constructed Wetlands, Nicollet Hollow* located within the Nicollet Focus Area. See the Partnership Implementation Plan (PIP) project cut sheet and the following sections of the Master Plan for details:

- Project overview and estimated budget: PIP project cut sheet
- Existing conditions: Chapter 3
- Master plan: pages 5-22 to 5-25
- Implementation: pages 7-16 to 7-18

### Segment 3 – Cedar/Bloomington

The feasibility study will assess *Project 3-P Stormwater BMP (with restored wetland) west of Cedar Avenue. Project 3-R Roadway Removal/Stormwater BMP* will be assessed alongside Project 3-P to determine if design, construction, and cost considerations suggest 3-R should be combined with 3-P at the design stage. See the Partnership Implementation Plan (PIP) project cut sheet and the following sections of the Minnehaha Parkway Regional Trail Master Plan for details:

- Project overview and estimated budget: PIP project cut sheet
- Existing conditions: Chapter 3
- Master plan: pages 5-26 to 5-27
- Implementation: pages 7-20 to 7-22

## Scope of work

The final negotiated scope of work may include, but may not be limited to, the components listed below. The work is anticipated to be completed within a projected budget of **\$150,000** within **6 months** after execution of a contract.

- **Kickoff and discovery:**

- *Kickoff meeting*: Hold a kickoff meeting to establish the project schedule and protocols. The kickoff meeting should be planned in consultation with the MCWD project manager and should include staff representatives from each partner agency. The project schedule should include sufficient check points with the MCWD project manager, each partner, and the combined project team to advance the scope of work in a timely and efficient manner (see Submittal Requirements, Approach and Methodology).
- *Discovery*: Conduct a discovery phase to review all relevant existing information and gather additional information, including through discussions with each of the project partners.
- **Landscape architecture and engineering**: Feasibility-level design and engineering of the three Phase I projects, including schematic designs, with sufficient detail to 1) identify any technical or other barriers to project implementation, 2) produce several viable design alternatives based on the concepts identified in the Master Plan, and 3) select a project(s) to serve as the technical and procedural basis to advance into full project design.
  - *Project focus*:
    - The study will prioritize advancing the water resource project elements of the identified project areas from the Master Plan. However, adjacent water and non-water project elements, especially those with water interdependencies or which would realize efficiency gains through a joint design and construction process (e.g., trail and bridge work near stream banks; stormwater infrastructure repair, replacement or improvement), should also be analyzed and advanced where appropriate. Particular attention should be paid to impacted infrastructure components and the “related projects” columns in the Master Plan Tables 7.2, 7.5, and 7.6.
    - Adjacent project elements that are not interdependent should be considered, but do not need to be brought through schematic design (see “anticipated deliverables”). The selection of non-stormwater improvements to be considered for advancement should be coordinated with the project partners, during the discovery phase and at established interim deliverable milestones.
    - Localized issues, such as flooding, ice jams and access should be considered. Known issues will be provided to the consultant team.
    - Design recommendations should be compliant with the Americans with Disabilities Act (ADA) as applicable.
  - *Data and information*: The study will make use of the information, data, and models provided by the partners (see “available data and resources”), along with any additional information collected by the consultant, to thoroughly assess the feasibility of each project and identify any data gaps to be addressed during full design.
  - *Modeling*: Existing hydrologic/hydraulic and water quality models, along with available cross section data, will be modified and supplemented as necessary to support the feasibility analysis, select appropriate BMPs, and identify any modeling gaps to be addressed during full design.
- **Permitting scan**: Based on the feasibility-level design and engineering, identify required and potentially required permits and any potential permitting challenges.

- **Operations and maintenance (O&M):** Based on feasibility-level design and engineering, identify O&M and capital replacement requirements, costs, schedules, and agency ownership and maintenance responsibility (in consultation with partners) for major project components.
- **Policy and Legal:** In parallel to the consultant's scope of work, the partners will be developing frameworks for joint community engagement and land rights for the post-feasibility design phase. The consultant may be asked to incorporate documentation of the resulting frameworks in the final technical memorandum. Any community engagement necessary during the feasibility period will be led by MPRB.
- **Project costs and benefits:** Based on feasibility-level design and engineering, produce cost estimates and cost-benefit analyses for each project. For each project, ease of design and construction and potential funding sources (including grants) should also be documented to assist the partners in selecting a Phase I project(s) to advance into full design.

### Anticipated deliverables

- **Schematic design:** Schematic-level landscape architectural and engineering drawings, with up to three viable alternatives per project area, and interim deliverables for review and comment. Drawings must be in a form suitable for presentation and dissemination to the general public.
- **Technical memorandum:** Technical memorandum documenting the results of each of the scope of work tasks, as well as project constraints, opportunities, data gaps, and all other information and considerations necessary to select one or more of the Phase I projects and advance into full design. For project areas with more than one viable alternative, the consultant shall recommend the best alternative to advance. The consultant shall also recommend project priority across project areas. Technical memoranda must be provided in a format that complies with the ADA. Consultant must provide appropriate technical expertise to achieve this requirement.
- **Modeling:** Modeling results, new or refined models, and data sets constructed for the study.

### Assumptions

- The Minnehaha Parkway Regional Trail Master Plan was adopted by MPRB in 2020. Existing conditions may have changed since completion of the Master Plan, and some projects in or adjacent to the plan have since been implemented. The consultant should field verify site conditions for the Phase I project areas.
- All relevant information, including but not limited to those items listed under "available resources and data", will be transferred to the selected consultant during scope and contract negotiations or discovery phase.

### Available resources and data

- City of Minneapolis 1-D XPSWMM of MS4 storm drain system modeled to individual creek outfalls, with associated GIS data for model inputs and outputs including areas of expected surface flooding
- MCWD 1-D XPSWMM of Minnehaha Creek
- SWS GIS-based water quality model

- SWS repair needs by Minnehaha Creek segment (GIS-based)
- Record drawings (where available) of MPRB and MPLS infrastructure in Phase I project areas
- List of localized issues
- Historical aerials and/or photographs of each segment
- MPRB topographic and boundary survey of Master Plan area (CAD-based)
- MCWD Minnehaha Creek surveyed cross section data at critical hydrologic/hydraulic features.

## Consultant team characteristics

The partners are seeking an interdisciplinary consulting team with expertise in civil engineering, water resources engineering, and landscape architecture with knowledge of:

- The MPRB park system, including MPRB stormwater infrastructure and management
- City of Minneapolis stormwater infrastructure and management
- Minnehaha Creek hydrology and hydraulics
- MPRB, City of Minneapolis, and MCWD policies and processes
- Local, state, and federal regulatory and permitting requirements
- Cost estimation and cost/benefit analysis

## Instructions to proposers

### Anticipated schedule (subject to change)

Event	Date
RFP released	Date
Submit RFP questions	Date
Optional pre-submittal informational meeting	Date
Proposal submittal deadline	Date
Interviews	Date
Consultant selection	Date
Scope adjustments	Date
MCWD Board consultant selection and contract approval	Date

## Submittal procedure

### RFP questions

Any questions regarding the RFP should be directed to Michael Hayman, Director of Project Planning, at [mhayman@minnehahacreek.org](mailto:mhayman@minnehahacreek.org) and Gabriel Sherman, Planner-Project Manager, at [gsherman@minnehahacreek.org](mailto:gsherman@minnehahacreek.org) by **Date**. Answers will be posted online at **Webpage** and reviewed at the pre-submittal informational meeting.

### Pre-submittal informational meeting

An optional pre-submittal informational meeting will be held at **Location** on **Date**, with a virtual participation option. Project partner staff will present an overview of the project, answer any questions, and provide answers to questions received prior to the meeting. You are strongly encouraged to RSVP to this meeting with your contact information to Michael Hayman, Director

of Project Planning, at [mhayman@minnehahacreek.org](mailto:mhayman@minnehahacreek.org) and Gabriel Sherman, Planner-Project Manager, at [gsherman@minnehahacreek.org](mailto:gsherman@minnehahacreek.org) by **Date** to receive updates.

### Proposal submittal deadline

Proposals shall be submitted no later than **4:00 PM on Date**.

All proposals shall be submitted digitally through MCWD's DropBox file request link: **Link**.

### RFP updates

Please visit the RFP webpage to view updates: **webpage**

### Submittal requirements

There is no page limit for proposals, however proposers will be evaluated on clarity and conciseness. Each proposal shall include the following items:

1. *Cover letter* – Include a primary point of contact and contact information.
2. *Project understanding* – Describe your understanding of the scope of work, the approach to be taken, and your vision for the feasibility study. Identify any additional information the project partners will need to supply or obtain to enhance your understanding of the project and successfully complete the work, and any issues you anticipate in performing the work.
3. *Approach and methodology* – Provide a detailed description of your approach to the scope of work contained in this RFP, including how you will build in check points to coordinate with MCWD, MPRB, and SWS staff. Include a detailed scope of work with descriptions of all anticipated tasks and deliverables, and any supplemental tasks not described in the RFP.
4. *Budget, schedule, and level of effort* – Provide a spreadsheet showing:
  - Tasks with associated team members, hours, schedule, and budget
  - Overall cost proposal
  - Overall schedule with major milestones and client check-ins
5. *Qualifications and experience* – Provide an overview of the firm(s), project team members, and qualifications, with particular attention paid to the role, experience, and expertise of each proposed team member. Include descriptions of projects undertaken by the firm(s) and team members similar in nature to the one being proposed.
6. *References* – Provide three recent references for your proposed principal team members, including names, addresses, and phone numbers.
7. *Partner resources* – Provide a list of resources, expectations, and requirements which the consultant expects from the project partners in order to complete the project as proposed.
8. *Subcontracting* – If the primary contractor intends to use any subcontractors, submit the subcontracted firms' information and provide an overview of the proposed subcontracted team members.

# Proposal evaluation and consultant selection

## Proposal evaluation

### Methodology

1. *Project understanding* – The consultant understands the scope, goals and requirements of the project, and must be willing to work closely with the project partners.
2. *Completeness and specificity* – The proposal concisely and comprehensively explains what the consultant will do to complete all facets of the project.
3. *Identification of needs* – The proposal outlines what resources will be required to complete the tasks, including project partner staff time, additional information, etc.

### Experience

1. *Comparable experience* – Expertise and experience with comparable projects, with a focus on conducting feasibility studies that result in successful design and construction of natural resource-based projects.
2. *Specialized knowledge* – The consultant possesses the characteristics described under “consultant team characteristics”.
3. *Budget and schedule* - The project team has a proven track record of completing projects on time and within budget.

### Cost

1. *Fee structure* – The proposal must clearly outline the fees and costs to complete all aspects of this project. Include hourly rates for each project team member along with hours for each task. The final fee structure and contract price are subject to negotiation.

## Consultant selection

### Interviews

Interviews will be conducted at the option of the project partners. Proposers selected for interviews will be contacted directly for scheduling.

### Selection criteria

A selection committee composed of MCWD, SWS, and MPRB staff will evaluate proposals and interview results (if conducted) to recommend a consultant to the MCWD Board of Managers for approval.

### Scope adjustments

The project partners reserve the right to negotiate modifications to the selected consultant’s proposed scope of work and budget, prior to awarding a contract.

### MCWD Board contract approval

The MCWD Board of Managers will approve the final negotiated scope of work and budget and authorize the execution of a contract (see Appendix, MCWD Professional Service Agreement Template).

## Disclosures

### Non-binding

The District reserves the right to accept or reject any or all responses, in part or in whole, and to waive any minor informalities, as deemed in the District’s best interests. In determining the most



advantageous proposal, the District reserves the right to consider matters such as, but not limited to, consistency with the District's watershed management plan goals, the City of Minneapolis' comprehensive land use plan, the MPRB's Minnehaha Parkway Regional Trail Master Plan goals, and the quality and completeness of the consultant's completed projects similar to the proposed project.

This RFP does not obligate the respondent to enter into a contract with the District, nor does it obligate the District to enter into a relationship with any entity that responds, or limit the District's right to enter into a contract with any entity that does not respond, to this RFP. The District also reserves the right, in its sole discretion, to cancel this RFP at any time for any reason.

Each respondent is solely responsible for all costs that it incurs to respond to this RFP and, if selected, to engage in the process including, but not limited to, costs associated with preparing a response or participating in any interviews, presentations or negotiations related to this RFP.

### Right to modify, suspend, and waive

The District reserves the right to:

- Modify and/or suspend any or all elements of this RFP;
- Request additional information or clarification from any or all respondents;
- Allow one or more respondents to correct errors or omissions or otherwise alter or supplement a proposal;
- Waive any unintentional defects as to form or content of the RFP or any response submitted.

Any substantial change in a requirement of the RFP will be disseminated in writing to all parties that have given written notice to the District of an interest in preparing a response.

### Disclosure and disclaimer

This RFP is for informational purposes only. Any action taken by the District in response to proposals made pursuant to this RFP, or in making any selection or failing or refusing to make any selection, is without liability or obligation on the part of the District or any of its officers, employees or advisors. This RFP is being provided by the District without any warranty or representation, expressed or implied, as to its content, accuracy or completeness. Any reliance on the information contained in this RFP, or on any communications with District officials, employees or advisors, is at the consultant's own risk. Prospective consultants must rely exclusively on their own investigations, interpretations and analysis in connection with this matter. This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

The District will handle proposals and related submittals in accordance with the Minnesota Data Practices Act, Minnesota Statutes §13.591, subdivision 3(b).

## Appendix

Appendix items are available through the provided webpage or [DropBox](#) links.

- Partnership Implementation Plan (PIP) project cut sheets
- [Minnehaha Parkway Regional Trail Master Plan](#)



- DRAFT MPRB Community Engagement Assessment
- MPRB-MCWD-City of Minneapolis Cooperative Agreement
- [MPRB Ecological System Plan](#)
- Technical reports and memoranda from MCWD, MPRB, and MPLS relating to Phase I project areas
  - [2012 Minnehaha Creek Assessment](#)
  - [2014 MCWD Flood Report](#)
  - [2019-2023 Minnehaha Creek Obstructions \(including ice jams\)](#)
  - [MPRB Natural Areas Plan](#)
- Agency descriptions, mission statements, and overarching policy guidance
  - [MCWD Balanced Urban Ecology Policy](#)
  - [MPRB Community Engagement Policy and Community Engagement Plan](#)
- [MCWD Professional Service Agreement Template](#)

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