Minnehaha Creek Watershed District

REQUEST FOR BOARD ACTION

MEETING DATE: October 8, 2015

TITLE: Authorization to enter into a Memorandum of Understanding with Professional Instruments Company

for cooperative planning at 7800 Powell Road, Hopkins, MN

RE	SOL	UTIC	IN NO	JMBER:	15-084
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PREPARED BY: Renae Clark

E-MAIL: rclark@minnehahacreek.org **TELEPHONE**: 952-471-8226

☐ Program Mgr. (Name):___ **REVIEWED BY:** \Box Administrator □ Counsel

> ☐ Board Committee ☐ Engineer ☐ Other

WORKSHOD VCTION

WORKSHUP ACTION.	
☐ Advance to Board mtg. 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): Final Action	

PURPOSE or ACTION REQUESTED:

Authorization to enter into a memorandum of understanding with Professional Instruments Company

PROJECT/PROGRAM LOCATION:

7800 Powell Road, Hopkins, MN

PROJECT TIMELINE:

- 2015/2016:
- 2017-2018: Design and project implementation

PAST BOARD ACTIONS:

Not applicable

PROJECT/PROGRAM COST:

Fund name and number: Planning, 2401 Requested amount of funding: n/a Is a budget amendment requested? No

SUMMARY:

The Minnehaha Creek Watershed District has repeatedly taken efforts to integrate its planning and implementation with that of other public and private entities, incorporating its strategic natural resource improvements into the built environment in ways that create livable communities and are mutually beneficial to its partners. Beginning in 2008 with a partnership with Park Nicollet to remeander Minnehaha Creek through the Methodist Hospital site, the District has initiated numerous project elements within Hopkins and St. Louis Park that will serve to manage regional stormwater runoff, address Minnehaha Creek and Lake Hiawatha TMDLs, expand municipal park and open space, improve recreational access to the Creek and catalyze ecologically sensitive economic development to improve tax base and compliment regional transit improvement plans. Those project elements generally include Reach 20 Restoration, Cottageville Park Expansion, Cold Storage Improvements such as Powell Road and Lake Street stormwater diversions and Target/Knollwood Drainage.

Consistent with these goals, MCWD staff and Professional Instruments Company President and Vice President recognize an opportunity to achieve individual and shared objectives through coordination and planning on their property to improve the riparian area of Minnehaha Creek and explore the potential to expand and connect public access between the Minnehaha Preserve and the Three Rivers Park District's Southwest Regional Trail. The attached draft Memorandum of Understanding (MOU) outlines cooperative planning efforts with Professional Instruments Company to further shared objectives at the location of 7800 Powell Road, Hopkins, within the Minnehaha Creek Greenway.

<u>Attachments</u>

- 1. Draft Memorandum of Understanding
- 2. Location Map

RESOLUTION

TITLE:	Authorization to enter into a Memorandum of Understanding with Professional Instruments Company for cooperative planning at 7800 Powell Road, Hopkins, MN
WHEREAS,	the Board of Managers adopted a policy "In Pursuit of a Balanced Urban Ecology in the Minnehaha Creek Watershed District" to guide the MCWD's planning and watershed management activities, integrating its water resource implementation efforts with urban planning, through innovation, partnership and a sustained geographic focus;
WHEREAS,	the Minnehaha Creek/Lake Hiawatha Total Maximum Daily Load Study identified the area between West 34th Street and Meadowbrook Lake as generating the highest pollutant load per unit area when compared to other reaches of Minnehaha Creek;
WHEREAS	The District has identified the area between West 36 th Street and Meadowbrook Lake as a priority area for capital improvements focused on stormwater management, greenspace expansion and increased recreational access;
WHEREAS	Working with the Cities of St. Louis Park and Hopkins, and with other public and private partners, the District has implemented a series of initiatives to restore, enhance and connect Minnehaha Creek and its associated riparian areas;
WHEREAS	Professional Instruments Company located at 7800 Powell Road is bounded by Minnehaha Creek, public greenspace owned by St. Louis Park, and is located potentially to accommodate a segment of public trail conceptualized as the Minnehaha Creek Greenway through the Cities of Hopkins and St. Louis Park, and lies within the planned Southwest Light Rail Transit (SWLRT) corridor;
WHEREAS	The District has been coordinating with the SWLRT Project Office with respect to the integration of public transit, development and water resource management interests, including for the purpose of informing design as to a critical pedestrian crossing at Minnehaha Creek and SWLRT that is part of the Minnehaha Creek Greenway conceptual plan;
WHEREAS	Professional Instruments Company wishes to support the District's public water resource goals and a formalize public trail connection between Powell Road and the Three Rivers Park District Southwest Regional Trail, consistent with its present and future use of the Property and has a strong interest in ensuring that SWLRT design is favorable for its use of the Property and that temporary and permanent impacts are not deleterious to that use; and
WHEREAS	The District and Professional Instruments Company have developed a memorandum of understanding that will allow the District to assess the hydrologic, hydraulic and ecological conditions of Minnehaha Creek and the creek corridor on the Professional Instruments Company property as a basis for potential cooperation between the parties on a project to enhance the streambank and riparian environment and extend public trail connections along the creek while enhancing coordination of information regarding the SWLRT design.

NOW, THEREFORE, BE IT RESOLVED that the District administrator is authorized to execute a Memorandum of Understanding between the District and Professional Instruments Company; and					Memorandum of
BE IT	BE IT FURTHER RESOLVED that the District administrator is authorized to make minor non-substantive revisions to the memorandum of understanding prior to execution, on advice of District counsel.				
Resol Motio	Resolution Number 15-084 was moved by Manager, seconded by Manager Motion to adopt the resolution ayes, nays,abstentions. Date: October 8, 2015				
				_ Date:	
Secret	tary				

DRAFT MEMORANDUM of UNDERSTANDING

Minnehaha Creek Watershed District and Professional Instruments Company

Streambank Restoration and Riparian Trail 7800 Powell Road, Hopkins, MN 55343

This Memorandum of Understanding (MOU) is made between the Minnehaha Creek Watershed District ("District"), a political subdivision of the State of Minnesota, and Professional Instruments Company (PIC), a business located at 7800 Powell Road in the City of Hopkins (the "Property").

Purpose

- A. The District's *Water Resources Management Plan* establishes the Minnehaha Creek corridor as a key conservation area with goals of collaborating to create and preserve the natural stream corridor, provide buffers, supplement other program activities, increase stormwater runoff abstraction, provide flood control, and promote public education and access.
- B. Water quality, channel geomorphology, habitat and public access within the Minnehaha Creek corridor all have been adversely affected by decades of urban development.
- C. The District has identified the area between West 36th Street and Meadowbrook Lake as a priority area for capital improvements focused on stormwater management, greenspace expansion and increased recreational access.
- D. Working with the Cities of St. Louis Park and Hopkins, and with other public and private partners, the District has implemented a series of initiatives to restore, enhance and connect Minnehaha Creek and its associated riparian areas.
- E. The Property is bounded by Minnehaha Creek, is located potentially to accommodate a segment of public trail conceptualized as the Minnehaha Creek Greenway through the Cities of Hopkins and St. Louis Park, and lies within the planned Southwest Light Rail Transit (SWLRT) corridor.
- F. The District has been coordinating with the SWLRT Project Office with respect to the integration of public transit, development and water resource management interests, including for the purpose of informing design as to a critical pedestrian crossing at Minnehaha Creek and SWLRT that is part of the Minnehaha Creek Greenway conceptual plan.
- G. PIC wishes to support the District's public water resource goals and a formalize public trail connection between Powell Road and the Three Rivers Park District Southwest Regional Trail, consistent with its present and future use of the Property and has a strong interest in ensuring that

SWLRT design is favorable for its use of the Property and that temporary and permanent impacts are not deleterious to that use.

H. The parties recognize that achieving their individual and shared objectives depends on their working cooperatively pursuant to the terms of this MOU.

THEREFORE this MOU does not state legally binding responsibilities or obligations but documents mutual goals and establishes a cooperative framework within which the potential for a beneficial collaboration may be explored.

Agreement

- 1. The District, with PIC cooperation, will assess the hydrologic, hydraulic and ecological conditions of Minnehaha Creek and the creek corridor on the Property and the potential for a beneficial streambank and riparian restoration and public access plan. For this purpose the District and its technical advisors may enter the Property at reasonable times to inspect and survey, and may engage in limited disturbance of those lands, but will restore any disturbance materially to its preexisting condition. This paragraph does not authorize the District to enter any building or structure.
- 2. PIC will provide the District with any information about the condition of the Property and the desired future use thereof by PIC or associated entities that may help the District in its work under this MOU, except for information that PIC considers private. PIC recognizes that information in the District's possession is subject to public availability under the Minnesota Data Practices Act. Where PIC believes that certain information is sensitive, it will advise the District and the parties will cooperate to determine whether and how the information can be protected from public availability and, accordingly, whether PIC wishes to provide it to the District. On District request, PIC will provide title records for the Property for review as to third-party encumbrances or other interests in the Property that may be relevant to an improvement activity being evaluated or an associated easement conveyance.
- 3. The District will facilitate the flow of information between PIC and the Southwest Light Rail Transit (LRT) Project Office concerning LRT design information as it relates to the Property and adjacent lands related to the purpose of this MOU. PIC, however, also will maintain communications with the Southwest Project Office and other relevant organizations as it believes warranted to secure its interests with respect to the LRT project.
- 4. The District will apprise PIC of the results of its assessment work and the parties will coordinate to explore a project or other further mutual activity on the Property. Further activity may rest on conveyance to the District of an easement for construction and maintenance of a project serving the mutual purposes of this MOU. This MOU does not obligate PIC or any associated owner of record of the Property to convey an easement. Any such obligation would be established in a subsequent legally binding agreement.
- 5. The parties will work together in good faith and communicate in a timely fashion to advance the goals of this MOU. Notwithstanding, PIC recognizes that assistance provided by the District under this MOU is informal and without any warranty or duty of care whatsoever. PIC

recognizes that it may be appropriate and necessary at a certain time to engage its own technical or legal representatives.

6. Each party will bear the cost of carrying out its tasks and responsibilities under this MOU. Contacts for all communications under this MOU are as follows:

Renae Clark, Planner/Project Manager Minnehaha Creek Watershed District 15320 Minnetonka Boulevard Minnetonka MN 55345

Jim Arneson, President/Paul Arneson, Vice President Professional Instruments Company 7800 Powell Road Hopkins, MN 55343

A party may change its official contact by written notice to the other party.

7. This MOU is effective when fully executed by the parties and expires two years thereafter.

Approved for Form and Frecution

Approved for Torin and I	execution.
MCWD Counsel	
MINNEHAHA CREEK WATERSHED DIST	TRICT
Sherry White, President	Date:
PROFESSIONAL INSTRUMENTS COMPA	NY
Iim Arneson President	Date:





