

**Minnehaha Creek Watershed District**

**REQUEST FOR BOARD ACTION**

**MEETING DATE:** October 22, 2015

**TITLE:** Ordering the Meadowbrook Golf Course Ecological Restoration Project and authorization to amend the cooperative agreement with MPRB for project design

**RESOLUTION NUMBER:** 15-088

**PREPARED BY:** Michael Hayman

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**TELEPHONE:** 952-471-8226

**REVIEWED BY:**  Administrator  Counsel  Program Mgr. (Name): \_\_\_\_\_  
 Board Committee  Engineer  Other

**WORKSHOP ACTION:**

<input type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input checked="" type="checkbox"/> Other (specify): <b><u>For final approval October 22, 2015</u></b>	

**PURPOSE or ACTION REQUESTED:**

Formal ordering of the Meadowbrook Ecological Restoration Project and authorization to execute an amendment to the cooperative agreement with the Minneapolis Park and Recreation Board (MPRB) for collaborative design work for improvements to Minnehaha Creek and Meadowbrook Golf Course.

**PROJECT/PROGRAM LOCATION:**

Meadowbrook Golf Course, St. Louis Park, Hopkins and Edina, MN

**PROJECT TIMELINE:**

October 2015	Amend cooperative agreement for design and execute design contracts
December 2015	Amend cooperative agreement for project financing and construction
March 2016	Complete final design, permitting and construction documents
April 2016	Project bidding and contract documents
May 2016	Construction starts on 15-16 holes and driving range
November 2016	Construction complete for 15-16 holes and driving range
May 2017	Construction begins on stream and remaining 2-3 holes
July 2017	15-16 holes and driving range open
	Construction on stream and remaining 2-3 holes complete and course opens for full play

**PROJECT/PROGRAM COST:**

Fund name and number: Meadowbrook Golf Course Ecological Restoration - #TBD

2016 budget: \$280,000

2016 Expenditures to date: \$0

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Requested amount of funding: Not-to-exceed (NTE) \$220,544 -- (\$210,042 + 5% contingency)

Is a budget amendment requested? No

Is additional staff requested? No

**PAST BOARD ACTIONS:**

August 8, 2013	Board Action	Board directed staff to conduct further analysis of potential trail connections to the City of Edina
December 12, 2013	Board Action	Board directed staff to initiate preliminary exploration of Minnehaha Creek restoration and re-meandering through the Meadowbrook Golf Course area
July 31, 2014	RBA 14-056	Approval of Memorandum of Understanding with the City of Edina
March 12, 2015	RBA 15-019	Authorization of a cooperative agreement with MPRB and execution of professional services contract
August 27, 2015	No Action	Presentation of ecological improvements at Meadowbrook Golf Course
September 10, 2015	Public Hearing	Public hearing on the Meadowbrook Golf Course Ecological Restoration Project

**SUMMARY:**

The Minnehaha Creek Watershed District (MCWD) has identified the area between West 34<sup>th</sup> Street and Meadowbrook Lake as a priority geography for partnership, focused planning and capital project implementation. This area, known as the Urban Corridor, produces the highest pollutant loading per unit area of any other urban land area along the 22 mile stream system.

Since 2009, the District's work to manage regional stormwater and to expand and connect the riparian greenway in a manner mutually beneficial to the built environment has yielded significant results, often through innovative public and private partnerships.

The District's success in this corridor has also produced an evolution in philosophy memorialized in the Balanced Urban Ecology policy, which emphasizes the interdependent relationship of the built and natural environments and promotes the significance of focused innovative partnerships as a strategy for successful watershed improvements.

Accordingly, throughout the past two years, the Board of Managers has consistently directed staff to continue exploration of partnership with the Minneapolis Park and Recreation Board (MPRB) to improve watershed processes, ecological integrity and connections along Minnehaha Creek within the Meadowbrook Golf Course.

In 2013, in an effort to combat local and national trends, the MPRB sought consulting services to evaluate the current financial and operational practices at its golf facilities as they compare to industry best management practices in golf course operations. The MPRB contracted with Golf Convergence to provide this analysis. In February 2014 the MPRB received the Golf Convergence study which identified operational strategies designed to improve golf operations and services, and improve the financial performance of the MPRB golf operations. The MPRB also released their 10-year Golf Master Plan, including a capital investment plan, based on the report provided by Golf Convergence. Through this long term strategic review of the parks system's golf courses, MPRB has committed to the continuation of golf as a primary use at Meadowbrook.

During the first half of 2014 the District experienced record setting precipitation, which led to unprecedented flooding across the entire watershed. During the high water event, record flows were recorded in many

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reaches of Minnehaha Creek, including the crossing at Hiawatha Avenue, which exceeded the 100-year event by over 30% to become a new high flow record for the gauge. Flows throughout the stream system remained high for the duration of the summer due to the continual release of water from Lake Minnetonka and drainage of wetlands along the creek.

MPRB properties, including Meadowbrook Golf Course and Hiawatha Golf Course, experienced significant damage due to the record flood flows and prolonged inundation. At Meadowbrook Golf Course alone, the impact from flooding to the course included 64 acres of dead turf, extensive damage to four greens, 75 drowned trees, submerged irrigation electrical satellites and washout of cart paths. Total estimated damage submitted to FEMA for Meadowbrook Golf Course is \$2.02-million.

Catalyzed by past analyses of golf operations and the 2014 flood damages, the MPRB identified the need to conduct conceptual master planning for Meadowbrook Golf Course, to explore a potential range of golf and non-golf uses, their respective revenue generation models and flood resilience.

Given the desire of MPRB to conduct master planning, and the MCWD's interest in partnership at Meadowbrook, on March 12, 2015 the MCWD Board authorized the execution of a cooperative agreement with the MPRB and a contract with Wenck Associates to collaboratively develop conceptual master plans for capital investment in the Meadowbrook Golf Course.

The Cooperative Agreement between MCWD and MPRB identified the following natural resource goals:

- Improve ecological integrity of the stream corridor through this reach;
- Improve ecological integrity of upland within the golf course;
- Improve wetland function and value on site, and water quality leaving the site;
- Maintain or increase flood storage capacity, reducing flood severity for surrounding communities; and
- Connect Minnehaha Creek Greenway trails through MPRB land to City of Edina parks and trails system in a manner that respects adjoining landowners' interests.

After completing an iterative conceptual design process and following a thorough public comment period the MPRB developed a preferred conceptual master plan to maintain 18-hole golf use on the property while meeting many of the water resource objectives outlined above. The approved concept includes restoring the currently ditched segment of Minnehaha Creek; increasing flood resiliency within the course; provide flood mitigation for properties adjacent to the course that are currently adversely affected under 100-year conditions; restore and enhance wetland function within the golf course; and explore future community connections through expansion of the Minnehaha Greenway with a new trail corridor running south into the City of Edina.

To most efficiently work through an extensive design process on an expedited timeline the District and MPRB have negotiated the terms of an amendment to the Cooperative Agreement that provides for MPRB to retain a consultant team for project design, District collaboration in the design process and an allocation of design costs between the District and the MPRB (see attachments).

Similar in nature to the conceptual design process, each partner has developed a consulting team with unique knowledge of issues and expertise related to their interests at the course. MPRB golf course landscape architecture and design will be led by Herfort Norby. For the natural resource components the District will utilize the expertise of Inter-Fluve to design the stream and riparian restoration elements. To create consistency between various design elements and ensure permitting, plan sets and specifications are integrated and consistent, Wenck Associates will be contracted as the prime consultant and project manager in charge of leading both firms. Beyond the project management role, the involvement of Wenck will provide civil engineering services related to floodplain resiliency and connectivity, wetland restoration opportunities and course hydraulics.

Under the watershed law, before entering into a commitment to incur costs for capital project design or construction, the Board of Managers must hold a public hearing and order the project on the basis of a finding that the project will advance the District's water resource goals and should proceed. The duly noticed public hearing was held on September 10, 2015, and one downstream resident spoke in support of the project. The Board's proposed action now is to order the project.

In addition, the Board is asked to authorize execution of the cooperative agreement amendment for design. The District would commit itself to incurring its share of design costs (up to \$210,042) before a legally binding mutual commitment of the parties to proceed with project construction. The primary contingency at this time is project financing. The parties have developed a mutual understanding that the MPRB will finance both its and the District's shares of construction funding, but the financing itself remains to be determined. The amendment commits the MPRB to proceeding expeditiously to establish financing so that this contingency can be addressed as soon as possible.

Otherwise, while the partnership rests on a shared desire to construct a comprehensive project, the amendment does not formally commit either party to proceeding to construction. In that the MPRB is the landowner, it will need to formally agree to the District's construction and maintenance of channel and riparian elements. District staff would propose to commence discussions with the MPRB on a further amendment to cover project construction very shortly after a favorable Board action on the design amendment. The amendment recognizes that even though the MPRB is the landowner, it may make most sense for the MPRB and the District each to contract for and manage that part of the project that lies within its interest and expertise.

In the event the MPRB should choose not to proceed for any reason, the amendment does not guarantee the District the right to construct its channel/riparian improvements, but it provides that the MPRB will consult with the District in good faith to determine if a District project can be implemented consistent with the MPRB's present and future use of the golf course property.

Based on past Board direction, and the unique opportunity for partnership with the MPRB to restore Minnehaha Creek at Meadowbrook Golf Course, staff is recommending:

- Formal ordering of the Meadowbrook Golf Course Ecological Restoration Project
- Authorization to execute the First Amendment to the Cooperative Agreement with the Minneapolis Park and Recreation Board (MPRB) that identifies the following:
  - MPRB will retain the consultant team of Wenck Associates as lead, and Herfort Norby and Inter-Fluve as sub-consultants for project design;
  - The District will collaborate in the design process to restore Minnehaha Creek, improve ecological integrity throughout the course, and improve flood storage and resiliency; and
  - The District will reimburse for design costs as agreed to based on the allocations outlined in the attached scope of work (Not to exceed \$220,544, which includes a 5% contingency)

#### **ATTACHMENTS:**

1. First Amendment to the Cooperative Agreement between MCWD and MPRB
2. Scope of Work - Meadowbrook Golf Course Concept Design Assistance
3. City of St. Louis Park Resolution of Support
4. City of Hopkins DRAFT Resolution of Support
5. Cooperative Agreement between MCWD and MPRB

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## RESOLUTION

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**RESOLUTION NUMBER:**    15-088

**TITLE:**            **Ordering the Meadowbrook Golf Course Ecological Restoration Project and authorization to amend the cooperative agreement with MPRB for project design**

WHEREAS,    the Minnehaha Creek Watershed District has identified the area between West 34<sup>th</sup> Street and Meadowbrook Lake as a priority geography for partnership, focused planning and capital project implementation;

WHEREAS    the capital improvement program (CIP) for the Minnehaha Creek subwatershed within the District's watershed management plan, at section 5.8.5, identifies District projects within the Minnehaha Creek corridor to reduce nutrient and bacterial loading to Minnehaha Creek and Lake Hiawatha and to decrease peak discharge rates to Minnehaha Creek to reduce streambank erosion;

WHEREAS    the CIP for the subwatershed, at section 5.8.2, identifies projects in the Minnehaha Creek riparian area to enhance riparian corridor vegetation; stabilize the creek bank through preservation of riparian wetland area; and enhance educational and recreational opportunities within the riparian area;

WHEREAS,    at the August 8, 2013 MCWD Board Meeting, the Board directed staff to explore opportunities for future corridor connections associated with a cost-share application in proximity to Meadowbrook Lake;

WHEREAS,    at the December 12, 2013 MCWD Board Meeting, the Board directed staff to initiate a preliminary exploration of restoration and remeander opportunities for Minnehaha Creek with the Minneapolis Park and Recreation Board (MPRB), within the Meadowbrook Golf Course area;

WHEREAS,    at the January 16, 2014 MCWD Planning and Policy Committee Meeting, the Committee indicated that timing was appropriate to seek a partnership with the MPRB to incorporate improvements to the course consistent with other District activities in the area;

WHEREAS    at the February 13, 2014 MCWD Board Meeting, staff provided a written informational briefing to the Board of Managers regarding the status of partnership exploration with the MPRB, and indicated staff would continue pursuing opportunities to collaborate;

WHEREAS    in a September 10, 2014 memorandum of understanding (MOU) between the MCWD and the City of Edina, the City of Edina recognized and supported the District's efforts within the urban corridor of Minnehaha Creek, expressing a desire to explore opportunities for connection;

WHEREAS    between 2013 and 2014, the MPRB obtained consulting services to evaluate the current financial and operational practices at its golf facilities as they compared to industry best management practices in golf course operations; and

- WHEREAS in 2014 Meadowbrook Golf Course was substantially damaged by record flooding, resulting in 64 acres of dead turf, extensive damage to four greens, 75 damaged trees, submerged electrical equipment and washout of cart paths, totaling damage at over \$2,000,000;
- WHEREAS at the November 6, 2014 Joint Committee Meeting of the MCWD Board of Managers, the Committee discussed and reaffirmed a desire to explore partnership with the MPRB; and
- WHEREAS at the March 12, 2015 MCWD Board meeting, the Board authorized a cooperative agreement with the MPRB for the purposes of joint conceptual master planning to explore potential reconfigurations of the Meadowbrook Golf Course and authorized execution of a contract with Wenck Associates for professional services; and
- WHEREAS The Cooperative Agreement between MCWD and MPRB identified the following water resource goals:
- Improve ecological integrity of the stream corridor through this reach;
  - Improve ecological integrity of upland within the golf course;
  - Improve wetland function and value on site, and water quality leaving the site;
  - Maintain or increase flood storage capacity, reducing flood severity for surrounding communities; and
  - Connect Minnehaha Creek Greenway trails through MPRB land to City of Edina parks and trails system in a manner that respects adjoining landowners' interests.
- WHEREAS following a thorough public comment period the MPRB developed a preferred conceptual master plan to maintain 18-hole golf use on the property while meeting many of the water resource objectives outlined above, including restoring the currently ditched segment of Minnehaha Creek; increasing flood resiliency within the course; provide flood mitigation for properties adjacent to the course that are currently adversely affected under 100-year conditions; restore and enhance wetland function within the golf course; and explore future community connections through expansion of the Minnehaha Greenway with a new trail corridor running south into the City of Edina;
- WHEREAS at the August 27, 2015 Board meeting, staff provided a presentation on the feasibility of ecological improvements on the Meadowbrook Golf Course detailing opportunities for stream and natural resource restoration;
- WHEREAS in accordance with Minnesota Statutes § 103B.251, subdivision 3, the District held a duly noticed public hearing on September 10, 2015 at the District offices, at which time all interested parties had the opportunity to speak to the Meadowbrook Golf Course Ecological Restoration Project ("Project"); and
- WHEREAS the District and the MPRB have negotiated the terms of an amendment to the Cooperative Agreement that provides for MPRB to retain a consultant team for project design, District collaboration in the design process and an allocation of design costs between the District and the MPRB, and the Board has reviewed the amendment and finds that the terms thereof are reasonable and sound for the purpose of advancing the Project;
- WHEREAS the City of St. Louis Park City Council adopted a resolution of support for the project at its October 5, 2015 Council meeting; and

WHEREAS the City of Hopkins City Council intends to adopt a resolution of support for the project at its October 20, 2015 Council meeting; and

WHEREAS the Board has considered the recommendations of the District staff and engineer and the comments of interested parties and finds that the Meadowbrook Golf Course Ecological Restoration Project will be conducive to public health and promote the general welfare, and is in compliance with Minnesota Statutes §§103B.205 to 103B.255 and the WMP;

THEREFORE BE IT RESOLVED that pursuant to Minnesota Statutes §103B.251 and the WMP, the Meadowbrook Golf Course Ecological Restoration Project is ordered;

BE IT FURTHER RESOLVED that the Board President hereby is authorized to execute the Cooperative Agreement amendment on behalf of the District, with any further non-substantive changes and on advice of counsel, and by doing so commit the District to reimburse the MPRB for design costs in accordance with the design scope of work, not to exceed the sum of \$220,544; and

BE IT FINALLY RESOLVED that the District administrator is authorized to take all steps necessary or appropriate to implement the amendment and to manage the District's role in the design work according to the amendment's terms.

Resolution Number 15-088 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_.  
Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: \_\_\_\_\_.

\_\_\_\_\_  
Secretary Date: \_\_\_\_\_

**FIRST AMENDMENT to COOPERATIVE AGREEMENT  
for the  
Improvement of Minnehaha Creek and Meadowbrook Golf Course**

This First Amendment (“Amendment”) is made by and between the Minnehaha Creek Watershed District (MCWD), a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D, and the Minneapolis Park and Recreation Board (MPRB), a department of the City of Minneapolis governed independently by a board of nine elected commissioners (together, the “Parties”).

Recitals

- A. The MPRB owns and operates the Meadowbrook Golf Course located in the Cities of St. Louis Park, Hopkins and Edina.
- B. On \_\_\_\_\_, 2015, the Parties entered into a Cooperative Agreement for conceptual and feasibility work related to reconfiguration of the Meadowbrook Golf Course and its floodplain in order to improve golf course drainage and playability while restoring and enhancing the Minnehaha Creek channel and its riparian corridor for water quality, ecologic and flood management purposes and potentially improving flood conditions downstream (“Agreement”). The Agreement is attached hereto as Exhibit A.
- C. In accordance with the Agreement, the conceptual and feasibility work has progressed along with substantial public outreach, and the Parties have identified a project approach that they have determined to be feasible and cost-effective (the “Project”).
- D. After notice and public hearing in accordance with Minnesota Statutes §103B.251, on October 22, 2015, the MCWD Board of Managers ordered that the Project be established, thereby allowing the MCWD to commit funds to Project design and construction.
- E. The Parties have coordinated to select a design team and develop a design scope of work for the Project.

THEREFORE MPRB and MCWD agree to amend the Agreement by adding the following:

**1. Design**

1.1 The MPRB and the MCWD each have conformed to all applicable procurement procedures for retaining professional services and concur in a design team consisting of Wenck Associates as lead and Inter-Fluve, Herfort-Norby and EC Design as subconsultants.

1.2 The MPRB will retain Wenck Associates and manage the design professional services agreement (DPSA), including scope of work, attached hereto and incorporated herein as Exhibit B.

1.3 The MCWD will work directly with Wenck and subconsultants on matters related to



channel hydraulics; water quality, ecology and hydrologic outcomes associated with channel and corridor design; channel crossings; and floodplain configuration and storage. The MPRB and MCWD will coordinate diligently during the design work and each may attend any in-person or electronic meeting between the other and Wenck or a subconsultant. For that purpose, each party will use best efforts to timely notify the other of a meeting. Notwithstanding, each party may work and communicate with Wenck or a subconsultant in the due course of the work without notifying the other.

1.4 The MCWD will have access to design work product, and will receive draft deliverables and deliverables, on the same terms as the MPRB. A party's contribution of pre-existing data, models or other material to the design work under this Amendment: (a) will not alter its ownership rights therein except as may be documented in writing; and (b) is without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness.

1.5 Any material alteration to the DPSA scope of services, including but not limited to substitution or addition of any consultant or subconsultant, requires written MCWD concurrence.

## **2. Design Costs**

2.1 The Parties will cooperate to solicit funding from the City of Edina for work related to the FEMA National Flood Insurance Program. Any such funding will proportionally defray the cost share of each party as indicated in Exhibit B (Tables 4 and 5, line 2.d).

2.2 Exhibit B prescribes by task how design fees and costs will be allocated between the MPRB and the MCWD, and states that Wenck invoices will specify fees and costs by task. MPRB will be responsible to pay invoices submitted under the DPSA but on receipt may request that the MCWD reimburse the MPRB in the amount for which the MCWD is responsible. The MCWD will pay undisputed amounts within 30 days of MPRB request.

2.3 The parties, individually or together, may seek any grant or other source of funding for the design work. Before application is made for any such funding, the parties will confer to determine whether the funding would defray the cost to both parties or just one, and will cooperate to make application accordingly.

2.4 The MPRB will not amend the DPSA so as to increase the cost responsibility of the MCWD without written MCWD concurrence.

## **3. Permitting**

3.1 During the design process, the Parties will coordinate in working with regulatory authorities to identify and meet regulatory requirements for the Project. The MPRB will assume the lead role with respect to municipal requirements and will be responsible to perform all land survey work necessary for project development and approval that is not provided for in the design scope of work. The MCWD will assume the lead role with respect to water resource-related requirements. Each party may utilize the design consultants for this purpose consistent with Exhibit B.

3.2 The Project will be subject to permit requirements under the MCWD's rules adopted under Minnesota Statutes §103D.341. As requested, MCWD regulatory staff will be involved proactively during the design stage to advise on MCWD permit requirements so that those requirements can be incorporated into the design work. As relevant to its project review, MCWD regulatory staff will coordinate closely with regulatory agencies such as the United States Army Corp of Engineers, Minnesota Department of Natural Resources and Minnesota Pollution Control Agency to promote an efficient permitting process and effective communications.

#### **4. Scope of Amendment**

4.1 This Amendment addresses only the design phase of the Project and creates no obligation on either party to: (a) produce funds necessary to complete the Project; or (b) construct the Project. During the design process, the Parties will work together in good faith to develop a cooperative agreement for project funding and construction. The MPRB and MCWD intend to enter into a separate agreement relating to the financing and construction of the Project.

4.2 The Parties concur that MPRB financing of the construction costs of the Parties is essential for Project feasibility. Accordingly, the MPRB will exercise good faith and diligence, with MCWD cooperation, to determine the availability of financing on terms acceptable to the Parties as early as possible, to limit sunk design costs in the event financing is not obtained.

4.3 The Parties recognize that it may be most appropriate for each to procure and manage the construction contract for that part of the Project that lies within its primary interest and expertise. The role of each party in construction management and the terms of coordination are not yet determined but will be addressed in the agreement referenced in paragraph 4.1, above.

#### **5. General Terms**

5.1 The DPSA stipulates ownership and use rights for intellectual property generated under the DPSA as between the design professionals and the Parties. As between the MPRB and the MCWD, intellectual property generated by design work under the DPSA will be co-owned and each party independently may exercise the attributes of ownership while preserving the right of the other party to do the same.

5.2 If either party receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) that the party possesses or has created as a result of this Amendment, it will attempt in good faith to inform the other party immediately, transmit a copy of the request and, as time permits, consult informally with the other party. Each party is responsible to handle the request in accordance with its duties under the DPA and the terms thereof.

5.3 Sections 6.0 and 8.0 of the Agreement hereby are vacated. All other terms of the Agreement remain in force and effect.

#### **6. Termination**

6.1 Each party will incur design costs under this Amendment without the other party's commitment to construct the Project. Each party intends in good faith to cooperate and to achieve

a completed Project, but retains its prerogative to elect not to proceed on the basis of as-yet unrecognized feasibility issues, Project cost or other considerations.

6.2 Either party may terminate its role in the Project by notifying the other party in writing. The termination will not be effective until the parties have had an opportunity to meet and, at least 30 days after initial notice, the terminating party confirms its final decision in a second writing. At the request of the non-noticing party, a joint meeting of the MPRB Board of Commissioners and the MCWD Board of Managers will be convened before a final decision. If either party terminates its role in the Project, each party will bear the costs incurred in accordance with the cost allocation at Exhibit B.

6.3 If the MPRB terminates its role in the Project, the MPRB agrees to work in good faith with the MCWD to allow the MCWD to accomplish its portion of the Project or a modified version thereof, including but not limited to granting an easement for construction and maintenance. The Parties will coordinate review to ensure that no aspect of an MCWD project, including but not limited to stream changes, will impact the playability of Meadowbrook Golf Course or, if it will, that the MCWD will bear the cost of that impact by adjusting the design of its project. Any MCWD project must be managed so that construction does not disrupt MPRB revenue-generating activity or the MCWD must compensate the MPRB for lost revenue caused by construction.



Responsive partner.  
Exceptional outcomes.

October 19, 2015

**Mr. Michael Schroeder**

Assistant Superintendent for Planning  
Minneapolis Park and Recreation Board  
2117 West River Road  
Minneapolis, MN 55411

RE: Meadowbrook Golf Course Design and Construction

**Michael:**

Wenck Associates, Inc. (Wenck) is pleased to submit a scope of work and schedule to develop plans to implement improvements to Meadowbrook golf course which address identified goals in the cooperative agreement between Minneapolis Park and Recreation Board's (MPRB) and Minnehaha Creek Watershed District's (MCWD). These identified goals were:

**MPRB Goals:**

1. Maintain golf as a primary use on the property.
2. Improve golf play to meet strategic goals of MPRB golf operations.
3. Increase or maintain profit for MPRB operations on this site.
4. Increase flood resilience of any reconfigured use.
5. Explore the introduction of non-golf activities, including pedestrian, bicycle, and water trails, to the golf course to the extent they can be reasonably and safely accommodated without detriment to the play of golf.

**MCWD Goals:**

1. Improve ecological integrity of stream corridor through this reach.
2. Improve ecological integrity of upland within golf course.
3. Improve wetland function and value on site, and water quality leaving the site.
4. Maintain or increase flood storage capacity, reducing flood severity for surrounding communities.
5. Connect Minnehaha Greenway (Methodist – upstream) trails through MPRB land to City of Edina Parks and Trails system in manner that respects adjoining landowner's interests.

**PARTNER COORDINATION**

As part of this partnership we understand there will be significant coordination between MPRB and MCWD. While this scope of work is directed to MPRB we understand the MCWD will work directly with Wenck and subconsultants on matters related to channel hydraulics; water quality, ecology and

**Mr. Michael Schroeder**

Assistant Superintendent for Planning  
Minneapolis Park and Recreation Board  
October 19, 2015

hydrologic outcomes associated with channel and corridor design; channel crossings; and floodplain configuration and storage.

It is assumed the design process will be a linear process where both MPRB and MCWD will work collaboratively on a holistic design for the site. However, bidding and construction of the project will be separated into two phases. Phase 1 of the project will be the construction of the driving range and golf courses and associated amenities. Phase 2 of the project which will consist of the constructing the creek re-meander and associated attributes. It is assumed MPRB will be lead for Phase 1 and MCWD for Phase 2. This approach is meant to streamline design and facilitate an efficient construction process.

It is also understood that MPRB and MCWD:

- May attend any in-person or electronic meeting between the other and Wenck or a subconsultants.
- May work and communicate with Wenck or a subconsultant in the due course of the work without notifying the other.
- Will have access to design work product, and will receive draft deliverables and deliverables, on equal terms. MCWD or MPRB may assign or transfer its work product ownership to the other.
- Will allocate work product ownership to the appropriate party or jointly depending on the subject of the work product.
- Will have the same rights to access and use of intellectual property.
- Will have survival provisions (intellectual property, warranty/duty of care, indemnification) extended to both parties.

It is also understood:

- Wenck must confer with MPRB or MCWD before responding to a DPA request.
- MCWD is an explicit 3rd party beneficiary of this scope of work. Associated warranties/indemnification/duties of care explicitly run to MCWD as well.
- MPRB may assign any part of this scope, and any or all rights & obligations thereunder, to MCWD.
- To protect the MCWD's capacity to manage its intellectual property through licensing, neither Wenck nor any subconsultant will share the MCWD's XP-SWMM and associated model elements, in whole or part, with the MPRB.

The provided scope of work is an outcome of previous work which evaluated several reconfiguration options for Meadowbrook Golf Course which achieved the above stated goals.

**SCOPE OF WORK**

**Task 1 PROJECT MANAGEMENT**

*Task 1a Project Coordination*

As there will be many moving parts associated with this project, a streamlined approach to coordination will be critical. Facilitating that coordination will be done through the focused progress meetings along with a detailed a Project Management Plan (PMP) which will create a detailed description of each subtask including identified communication plan, the schedule of performance and the subtask budget. A PMP will be developed within the first two weeks of project initiation and circulated to the group for concurrence.

Monthly progress tracking against the PMP schedule and budget will be completed each month. A report will be generated describing what tasks are completed, or partially completed, where the project is ahead or behind schedule and percentage of the work completed compared to the budget at a subtask level. This helps the Project Manager to focus attention to where it is needed on complex projects with critical paths. It also informs decision makers of progress at a glance. It is expected that at least 14 months will be needed for active design and construction so an estimated 14 written progress reports will be delivered.

*Task 1b Project Meetings*

The interactive and schedule driven nature of this project will lead to a focused collaborative approach which will require frequent meetings with team members and regulators. A list of meetings proposed are provided below:

**Table 1. – Project Meetings Descriptions**

Meeting Type	Number	Description
<b>Design Team Meeting</b>	6	Design Team will meet at Project Kick-off, 25%, 55%, 85%, 99% design completion in addition to one other time to resolve design issues
<b>Regulatory Community meetings</b>	7	Wenck will assist MPRB and MCWD with MDNR Waters, MDNR Hydraulics, BWSR, USACE, City of Hopkins, City of St. Louis Park, MPCA and if necessary City of Edina regulatory meetings as needed to define regulatory requirements and submittal content to acquire necessary permits and approvals. Seven meetings are expected.

**Task 2            PRE-DESIGN**

In preparation for final design several pre-design activities will be conducted which will facilitate final design of the course.

*Task 2a            Existing Data Collection and Review*

It is assumed several base line information data sets will be collected for this project and reviewed as part of the design. These data sources include:

- Topographic and boundary survey with coordinates. It is assumed this information will be provided by MPRB.
- Tree survey of all existing trees (>6-inches DBH). The survey will include tree type and condition. It assumed this information will be provided by MPRB.
- Utilities information – Storm sewer, gas, water electric, etc.
- Existing hydraulic studies
- Soils information
- Stream geomorphology studies

*Task2b            Soil Borings*

Wenck will provide recommendations on the location of approximately 10 soil borings at various depths less than 15 feet. Wenck will review soil boring results to assess soil bearing capacity in relation to design elements. It is assumed the MPRB will subcontract out the completion of the borings. This information will be used to help determine use/restrictions of on-site soils during design. It is assumed groundwater levels will be noted at each boring location.

*Task2c            Wetland Impact/Mitigation/Restoration Design*

Overlaying a wetland survey with the proposed course layout will identify potential wetland impact areas and trigger efforts to eliminate/minimize wetland loss. Any wetland loss will be mitigated on-site as part of the course layout consistent with established mitigation procedure. Other wetland areas that are currently degraded may be identified for restoration activities, including restoration of natural hydrology and/or vegetation management. A wetland mitigation and restoration plan will be prepared by Wenck for regulatory approvals, to help define the limits of construction and bidding quantities purposes.

*Task 2d Floodplain Modeling and Stormwater Plan*

The currently accepted XP-SWMM hydrodynamic model will be run by Wenck using proposed course conditions to confirm and certify a no-rise condition and to confirm areas to the south of the course in the City of Edina are outside the floodplain defined by the model. It is expected that 5 different floodplain conditions will be evaluated as the course goes through final design.

Wenck will also develop a storm water model to quantify storm water volumes, discharge rates and runoff flow paths for the proposed course. This storm water plan is needed for MCWD, NPDES and Municipal permitting of the project.

*Task 2e Reference Reach Survey*

Inter-Fluve will conduct a resurvey of Minnehaha Creek reaches 10 and 13 to provide updated reference channel data. Long profile, cross-section, grain size information and channel stability information will be collected and compared to 2003 data. Data will be used in MNDNR review meeting and to aid in channel sizing (Two days will be spent in the field).

**Task 3 DESIGN**

Upon completion of the pre-design work design plans will be developed by team members. The table below designates who will produce the drawing and who will provide supporting roles for the project. Wenck will serve as the lead for plan integration to limit duplication, conflicts and streamlined integration of the projects.

A 30%/60%/90% and Final design review and revisions have been built into the development of each of these plan sheets. At each of the design reviews an engineer estimate will completed and compiled by Wenck.

All of the associated details for each set of plans will also be completed as part of this task.



**Table 2. – Design Plan Development**

Plan Sheet	Wenck	Herfort-Norby	Inter-Fluve
<b>Existing Conditions Plan</b> –existing topography, site boundaries, physical features, utilities, tree locations, trail/path locations, elevations, green locations and vegetation coverage.		Lead	
<b>Removals Plan</b> - The existing conditions plan will be modified to show existing features and facilities to be removed as part of the course redevelopment. The removals plan will include trees, pathways, landscaping structures and other elements.		Lead	Support
<b>Tree Protection Plan</b> – Demonstration of trees to be protected and removed as part of the course construction. Trees will be identified with appropriate tree protection measures identified.		Lead	Support
<b>Site Utilities Plan</b> – A site utility plan defining all utilities on-site along with proposed storm sewer, water, electrical or additional miscellaneous details identified.	Lead	Support	
<b>Course Layout Plan</b> - The Course Layout Plan will show the location and elevations of new proposed tee boxes, fairways, bunkers, driving range, paths, bridges, greens, existing and proposed trees and other physical features of the proposed course.		Lead	Support
<b>Grading Plan</b> - A comprehensive finished grade plan for the course will be prepared that balances earthwork except for specialty soil mixtures that will be imported. The final grading plan will include staging/phasing and stockpile locations. Earthwork balances will be completed by Herfort-Norby.	Support	Lead	Support
<b>Course Irrigation Plan</b> -The Course Irrigation Plan will show all locations of irrigation heads, valves, piping and pumps to provide full coverage of greens and fairways. A detailed take off of fittings will be included for bidding purposes. This portion of the design will be led by EC Design who will be a subconsultant to Herfort-Norby.		Lead	

**Table 2. – Design Plan Development (Cont.)**

Plan Sheet	Wenck	Herfort-Norby	Inter-Fluve
<b>Minnehaha Creek Channel Relocation Plan</b> - A Channel Relocation Plan will show alignment of the channel centerline, centerline and bank coordinates and cross-sections, channel bank treatments and quantities.	Support		Lead
<b>Course Vegetation Plan</b> - A proposed vegetation plan will show proposed managed turf, natural areas and wetland mitigation/restoration locations with vegetation covers types that will be planted and managed.		Lead	
<b>Wetland Restoration Plan</b> – Plans showing mitigation areas and degraded wetland restoration plans including hydrology and wetland vegetation management. Mitigation and restoration areas will be shown in the final design drawings for bidding purposes.	Lead	Support	Support
<b>Erosion Control Plan</b> – Erosion control plans identifying necessary measures for both phases of the project to ensure compliance with permit requirements. The erosion control plan will also include the SWPPP for both phases.	Lead	Support	
<b>Trail Footprint</b> – A trail footprint will be identified and incorporated into the design of the project. As the design allows trail features will be incorporated into project construction.	Lead		

If needed at a later point a Clubhouse Site Plan would be considered as part of a different scope of work or would be considered an add to the current scope of work.

At the completion of this task the MPRB and MCWD will have a complete set of plans that will cover the entirety of the project and will be ready for construction.

**Task 4 PERMITTING**

Wenck will assist the MPRB and MCWD with assembly and providing necessary documentation and response to comments for all permits necessary to complete the project. We understand MPRB and MCWD will lead all permitting efforts and outreach and will look to provide necessary figures, calculations and supporting technical memos necessary to obtain permits. It is estimated at a minimum permits will be required from

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MnDNR, USCOE, BWSR, MCWD, MPCA, City of Hopkins, St. Louis Park and if necessary Edina.

It is understood MPRB will lead with respect to municipal requirements; the MCWD will assume the lead owner role with respect to water resource-related requirements. Each party will coordinate with the design consultants for this purpose.

An EAW, Phase II and LOMR certification will be completed for the project but are a part of a different scope of work. As part of the Phase II it is the goal to have both the MPRB and MCWD will be beneficiaries of an MPCA No Association Determinations.

Inter-Fluve has provided a budget to provide assistance with responding to EAW comments if needed.

**Task 5 TECHNICAL SPECIFICATIONS**

Technical specifications for the project will be broken up into two phases for bidding purposes. Wenck will be responsible for coordinating cohesive specification packages between the two bid packages.

Phase 1 of the project will be the development of specifications associated with the driving range and golf courses and associated amenities. Herfort-Norby will be responsible for the development of the specifications for this portion of the project. Wenck will be responsible for the supplementing the bid specifications with technical specifications as needed.

Wenck will then be responsible for developing specifications for Phase 2 of the project which will consist of the constructing the creek re-meander and associated attributes. Inter-Fluve will provide designated technical specifications to complete the bid package.

**Task 6 BIDDING ASSISTANCE**

Herfort-Norby will lead bidding assistance for the golf course portion of the project and Wenck Associates for the stream remeander portion of the project. Bidding assistance will include pre-bid meeting, advertisement assistance and awarding of the contract. As directed by MPRB and MCWD Wenck Associates, Herfort-Norby or Inter-Fluve could be present at pre-bid meeting for their respective portions of the project.

It is assumed Phase 1 and Phase 2 of the project will be bid in the 2<sup>nd</sup> and 4<sup>th</sup> quarters of 2016 respectively.

For planning purposes construction management services tasks are provided below. These services are not included in this scope of work proposal. It is assumed if team members in this scope of work provide construction management services they would agree on appropriate terms.

**Task 7 CONSTRUCTION MANAGEMENT/OVERSIGHT**

Construction management services has been broken down into two tasks construction management and construction observation

*Task 7a Construction Management*

Construction management will consist of coordinating the selected contractors on the implementation of the design plans. It is assumed at a minimum weekly construction meetings would occur with the contractor to go over completed work, upcoming weeks work and potential project hurdles. A pre-construction meeting would also be conducted by appropriate staff. Construction management will consist of processing pay requests/material submittal review/change orders/field orders/project closeout. The responsible party will coordinate with appropriate partners regarding submittal reviews, field and change orders along with project close-out and to prepare as-built drawings of features constructed.

*Task 7b Construction Observation*

Construction observation is assumed to occur over a 14 month period and include field staking and field engineering services for the duration of the project.

The identified tasks above were determined necessary to achieve identified goals associated with the revitalization and reconstruction of Meadowbrook Golf Course.

The schedule and estimated fee for services rendered for this project (Table 3-6) are shown in the tables and is based on a project start date in October. The estimated services are a not to exceed amount and the monthly invoices will break charges down by task. A breakdown by entity is provided in the proceeding tables.

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**Table 3: Meadowbrook Golf Course Design and Bidding - Schedule**

Task	Subtask	Title	2015			2016											
			Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>1</b>		<b>Project Management</b>															
	a	Project Coordination															
	b	Project Meetings															
<b>2</b>		<b>Pre-Design</b>															
	a	Existing Data Collection and Review															
	b	Soil Borings															
	c	Wetland Impact/Mitigation/Restoration Design															
	d	Floodplain Modeling and Stormwater Plan															
	e	Reference Reach Survey															
<b>3</b>		<b>Design</b>															
	a	Design															
<b>4</b>		<b>Permitting</b>															
	a	Permitting															
<b>5</b>		<b>Technical Specifications</b>															
	a	Technical Specifications															
<b>6</b>		<b>Bidding Assistance</b>															
	a	Bidding Assistance															

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**Table 4: Meadowbrook Golf Course Design and Bidding – Fee for Services**

Task	Subtask	Title	Wenck	Herfort-Norby	Inter-fluve	Task Total
<b>1</b>		<b>Project Management</b>				
	a	Project Coordination	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00
	b	Project Meetings	\$ 14,500.00	\$ 5,500.00	\$ 19,750.00	\$ 39,750.00
<b>2</b>		<b>Pre-Design</b>				
	a	Existing Data Collection and Review	\$ -	\$ -	\$ 7,254.00	\$ 7,254.00
	b	Soil Borings	\$ 1,000.00	\$ -	\$ 261.00	\$ 1,261.00
	c	Wetland Impact/Mitigation/Restoration Design	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
	d	Floodplain Modeling and Stormwater Plan	\$ 22,500.00	\$ -	\$ -	\$ 22,500.00
	e	Reference Reach Survey	\$ -	\$ -	\$ 7,776.00	\$ 7,776.00
<b>3</b>		<b>Design</b>				
	a	Design Estimate	\$ 49,000.00	\$ 187,000.00	\$ 107,090.00	\$ 343,090.00
<b>4</b>		<b>Permitting</b>				
	a	Permitting	\$ 15,000.00	\$ -	\$ 502.00	\$ 15,502.00
<b>5</b>		<b>Technical Specifications</b>				
	a	Technical Specifications	\$ 18,000.00	\$ 21,000.00	\$ 9,777.00	\$ 48,777.00
<b>6</b>		<b>Bidding Assistance</b>				
	a	Bidding Assistance	\$ 4,500.00	\$ 6,500.00	\$ 8,132.00	\$ 19,132.00
		<b>PARTNER TOTAL =</b>	<b>\$ 148,500.00</b>	<b>\$ 220,000.00</b>	<b>\$ 160,542.00</b>	
		<b>OVERALL TOTAL =</b>	<b>\$ 529,042.00</b>			

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**Table 5: Meadowbrook Golf Course Design and Bidding – Fee for Services – MPRB Apportionment**

<b>Task</b>	<b>Subtask</b>	<b>Title</b>	<b>Wenck</b>	<b>Herfort-Norby</b>	<b>Inter-fluve</b>	<b>Task Total</b>
<b>1</b>		<b>Project Management</b>				
	a	Project Coordination	\$ 13,000.00			\$ 13,000.00
	b	Project Meetings	\$ 9,500.00	\$ 5,500.00		\$ 15,000.00
<b>2</b>		<b>Pre-Design</b>				
	a	Existing Data Collection and Review				
	b	Soil Borings	\$ 500.00			\$ 500.00
	c	Wetland Impact/Mitigation/Restoration Design	\$ 6,500.00			\$ 6,500.00
	d	Floodplain Modeling and Stormwater Plan	\$ 19,000.00			\$ 19,000.00
	e	Reference Reach Survey				
<b>3</b>		<b>Design</b>				
	a	Design Estimate	\$ 33,000.00	\$ 187,000.00		\$ 220,000.00
<b>4</b>		<b>Permitting</b>				
	a	Permitting	\$ 10,000.00			\$ 10,000.00
<b>5</b>		<b>Technical Specifications</b>				
	a	Technical Specifications	\$ 6,000.00	\$ 21,000.00		\$ 27,000.00
<b>6</b>		<b>Bidding Assistance</b>				
	a	Bidding Assistance	\$ 1,500.00	\$ 6,500.00		\$ 8,000.00
		<b>PARTNER TOTAL =</b>	<b>\$ 99,000.00</b>	<b>\$ 220,000.00</b>	<b>\$ -</b>	<b>\$ 319,000.00</b>
		<b>OVERALL TOTAL =</b>	<b>\$ 319,000.00</b>			

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**Table 6: Meadowbrook Golf Course Design and Bidding – Fee for Services – MCWD Apportionment**

Task	Subtask	Title	Wenck	Herfort-Norby	Inter-fluve	Task Total
<b>1</b>		<b>Project Management</b>				
	a	Project Coordination	\$ 3,500.00			\$ 3,500.00
	b	Project Meetings	\$ 5,000.00		\$ 19,750.00	\$ 24,750.00
<b>2</b>		<b>Pre-Design</b>				
	a	Existing Data Collection and Review			\$ 7,254.00	\$ 7,254.00
	b	Soil Borings	\$ 500.00		\$ 261.00	\$ 761.00
	c	Wetland Impact/Mitigation/Restoration Design	\$ 1,000.00			\$ 1,000.00
	d	Floodplain Modeling and Stormwater Plan	\$ 3,500.00			\$ 3,500.00
	e	Reference Reach Survey			\$ 7,776.00	\$ 7,776.00
<b>3</b>		<b>Design</b>				
	a	Design Estimate	\$ 16,000.00		\$ 107,090.00	\$ 123,090.00
<b>4</b>		<b>Permitting</b>				
	a	Permitting	\$ 5,000.00		\$ 502.00	\$ 5,502.00
<b>5</b>		<b>Technical Specifications</b>				
	a	Technical Specifications	\$ 12,000.00		\$ 9,777.00	\$ 21,777.00
<b>6</b>		<b>Bidding Assistance</b>				
	a	Bidding Assistance	\$ 3,000.00		\$ 8,132.00	\$ 11,132.00
		<b>PARTNER TOTAL =</b>	<b>\$ 49,500.00</b>	<b>\$ -</b>	<b>\$ 160,542.00</b>	
		<b>OVERALL TOTAL =</b>	<b>\$ 210,042.00</b>			

Wenck Hourly Rates for the project are provided in the Table 7 below:

**Table 7: Meadowbrook Golf Course Permitting and Design Assistance – Wenck Hourly Rates (Confidential)**

<b>Principal Engineer/Scientist</b>	<b>\$170-\$180</b>
<b>Sr. Engineer/Sr. Scientist</b>	<b>\$110-\$155</b>
<b>Engineer/Scientist</b>	<b>\$85-\$100</b>
<b>Assist. Engineer/Assist. Scientist</b>	<b>\$80-\$85</b>
<b>Support Staff</b>	<b>\$60</b>

~Direct Expenses billed at cost

~Business mileage billed at current IRS rates

~Applies to approximately 80 different people that may perform on MPRB projects



**Mr. Michael Schroeder**  
Assistant Superintendent for Planning  
Minneapolis Park and Recreation Board  
October 19, 2015

Wenck appreciates the opportunity to provide you with our scope of services. If you have any questions or comments regarding this proposal, please call me at (763) 252-6844.

Sincerely,

WENCK ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'CJM', is positioned above the printed name of the sender.

Chris Meehan, P.E.  
**Project Manager**

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**EXECUTIVE SUMMARY**

**TITLE:** Resolution Supporting Minnehaha Creek Watershed District Meadowbrook Golf Course Ecological Restoration Project

**RECOMMENDED ACTION:** Motion to Adopt Resolution Supporting Minnehaha Creek Watershed District Meadowbrook Golf Course Ecological Restoration Project.

**POLICY CONSIDERATION:** This action shows City Council support for the Minnehaha Creek Watershed District (MCWD) proposal to undertake design, construction oversight and construction activities for approximately 3,000 linear feet of new stream channel (mimicking design of upstream restoration work) and approximately 7-acres of wetland restoration at Meadowbrook Golf Course which is owned by the Minneapolis Park Board.

**SUMMARY:** MCWD and Minneapolis Park and Recreation Board (MPRB) are cooperating on proposed improvements to Meadowbrook Golf Course and Minnehaha Creek. MPRB selected a preferred master plan to maintain an 18-hole golf course. MCWD proposes to undertake complementary work in order to advance its goals to reduce pollutant load and restore the stream channel of Minnehaha Creek between West 34<sup>th</sup> Street to Meadowbrook Lake. The MPRB concept plan includes a trail connection between Excelsior Blvd and Todd Park in Edina. It is not clear if this trail will remain in the plan, and MPRB or MCWD may look to the cities of Edina and St. Louis Park to participate in this element. The trail is not included in this request.

The City's consent is needed to allow MCWD to proceed with design of its restoration project and prepare construction documents. The project will require permits from the City and other agencies. It is expected the project will require a conditional use permit, stormwater permits, and erosion control permits.

A more detailed project background provided by MCWD is attached to this report, as well as the MPRB preferred concept plan for the golf course.

**FINANCIAL OR BUDGET CONSIDERATION:** There are no direct costs to the City. The total estimated cost for MCWD's ecological restoration project (stream and wetland restoration) is \$1,554,217. This estimate does not include MPRB golf course improvements that are under consideration by MPRB.

The preliminary budget estimate for the MPRB improvements to the Golf Course is \$9.3 million, excluding the trail and improvements to the club house. It is expected that MPRB will receive \$1.7 – \$2 million dollars from FEMA from the 2014 flood damage.

**VISION CONSIDERATION:** St. Louis Park is committed to being a leader in environmental stewardship. We will increase environmental consciousness and responsibility in all areas of city business.

**SUPPORTING DOCUMENTS:** Resolution  
Project Background  
Existing and Proposed Golf Course Concept Plans

**Prepared by:** Sean Walther, Planning & Zoning Supervisor

**Reviewed by:** Phil Elkin, Sr. Engineering Project Manager  
Michele Schnitker, Housing Supervisor

**Approved by:** Tom Harmening, City Manager

**RESOLUTION NO. 15-\_\_**

**RESOLUTION SUPPORTING  
MINNEHAHA CREEK WATERSHED DISTRICT  
MEADOWBROOK GOLF COURSE ECOLOGICAL RESTORATION PROJECT**

**WHEREAS**, the Minnehaha Creek Watershed District (MCWD) is proposing an ecological restoration project within Meadowbrook Golf Course in the cities of Hopkins and St. Louis Park; and

**WHEREAS**, the proposed project will restore the currently ditched segment of Minnehaha Creek to a meandering stream channel; address flood resiliency within the golf course; provide flood mitigation for properties adjacent to the site; restore and enhance wetland function within the golf course; and expand the Minnehaha Creek Greenway through access and connections; and

**WHEREAS**, MCWD needs the consent of the City of St. Louis Park to move forward with the project; and

**WHEREAS**, the project enhances the community and environment in St. Louis Park;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Louis Park, Minnesota that the City supports the Meadowbrook Golf Course Ecological Restoration Project.

Reviewed for Administration:

Adopted by the City Council October 5, 2015

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City Manager

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Mayor

Attest:

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City Clerk

**RESOLUTION NO. 15-XXX**

**RESOLUTION SUPPORTING  
MINNEHAHA CREEK WATERSHED DISTRICT  
MEADOWBROOK GOLF COURSE ECOLOGICAL RESTORATION PROJECT**

**WHEREAS**, the Minnehaha Creek Watershed District (MCWD) is proposing an ecological restoration project within Meadowbrook Golf Course in the cities of Hopkins and St. Louis Park; and

**WHEREAS**, the proposed project will restore the currently ditched segment of Minnehaha Creek to a meandering stream channel; address flood resiliency within the golf course; provide flood mitigation for properties adjacent to the site; restore and enhance wetland function within the golf course; and expand the Minnehaha Creek Greenway through access and connections; and

**WHEREAS**, MCWD needs the consent of the City of Hopkins to move forward with the project; and

**WHEREAS**, the project enhances the community and environment in Hopkins;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hopkins, Minnesota that the City supports the Meadowbrook Golf Course Ecological Restoration Project.

**03-03-15  
DRAFT**

**COOPERATIVE AGREEMENT**

**for the**

**Improvement of Minnehaha Creek and Meadowbrook Golf Course**

This Cooperative Agreement (“Agreement”) is made by and between the Minnehaha Creek Watershed District (“MCWD”), a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D, and the Minneapolis Park and Recreation Board (“MPRB”), a department of the City of Minneapolis governed independently by a board of nine elected commissioners.

Recitals

- A. Meadowbrook Lake is connected directly to the Minnehaha Creek urban corridor, a strategic geography identified by the MCWD Board of Managers as a priority focus area for capital project implementation;
- B. The area between West 34<sup>th</sup> Street and Meadowbrook Lake/Excelsior produces the highest pollutant loading per unit area of any other urban land area along the 22 mile stream system;
- C. The MCWD planning goals and policy commitment to balanced urban ecology include improving regional stormwater management, and the ecological integrity of the stream, in ways that are integrated with broader community goals such as revenue generation from golf, recreation land for the surrounding community, community connections, enhanced public access for non-golf activities including pedestrian and water trails.
- D. MPRB has undertaken a long term strategic review of the parks system’s golf courses through a golf course operational study in 2013 and further assessments of potential golf course improvements in 2014; further, MPRB has committed to the continuation of Meadowbrook Golf Course with golf as the primary use:
- E. Catalyzed by the Spring 2014 flooding, and the need to work with the Federal Emergency Management Agency (FEMA) on flood damage restoration, the MPRB has identified the Meadowbrook Golf Course as a priority for long-term investments and improvements, and is seeking to collaborate with other partners on mutually beneficial goals;

- F. MPRB and MCWD recognize that the Cities of St. Louis Park, Hopkins and Edina have expressed interest in potential collaboration on flood mitigation and community connections through the Minnehaha Creek urban corridor; Park Nicollet Methodist Hospital is also in this area and has expressed an interest in collaboration to address flooding concerns;

THEREFORE MPRB and MCWD agree as follows:

**1.0 Statement of Purpose and Goals:** MPRB and MCWD will jointly conduct a conceptual master planning exercise to explore potential reconfigurations of the Meadowbrook Golf Course. This joint planning exercise will evaluate a reconfiguration that may include golf and non-golf uses on the site. The parties will explore the financial implications of potential scenarios and outline possible investment strategies for each alternative scenario. MPRB and MCWD will seek to maximize the collaborative achievement of the following goals:

**1.1 MPRB Goals:**

- a. Maintain golf as a primary use on the property;
- b. Improve golf play to meet strategic goals of MPRB golf operations;
- c. Increase or maintain profit for MPRB operations on this site;
- d. Increase flood resilience of any reconfigured use; and
- e. Explore the introduction of non-golf activities, including pedestrian, bicycle, and water trails, to the golf course to the extent they can be reasonably and safely accommodated without detriment to the play of golf.

**1.2 MCWD Goals:**

- a. Improve ecological integrity of stream corridor through this reach;
- b. Improve ecological integrity of upland within golf course;
- c. Improve wetland function and value on site, and water quality leaving the site;
- d. Maintain or increase flood storage capacity, reducing flood severity for surrounding communities; and
- e. Connect Minnehaha Greenway (upstream near Methodist Hospital) trails through MPRB land to City of Edina Parks and Trails system in manner that respects adjoining landowners' interests.

**2.0 Feasibility Studies: Components, Coordination and Work Plan:**

2.1 MCWD will undertake at its own expense a feasibility study of alternatives to restore the natural meandering of Minnehaha Creek in the vicinity of Meadowbrook Golf Course, and include flood mitigation and water quality improvement opportunities in addition to restoring the natural sinuosity and habitat of the creek; this study will identify and compare the costs and benefits of each alternative;

2.2 MCWD will utilize the District's XPSWMM model to coordinate interaction

with the Federal Emergency Management Administration, the U. S. Army Corps of Engineers, and the Minnesota Department of Natural Resources to develop the following information (for existing conditions):

- a. Flood extent maps from Summer 2014 as they compare to 100 year flood extent;
- b. Flood depth maps from Summer 2014 as they compare to 100 year flood depths;
- c. Flood risk maps depicting percent risk of flood damage spatially as a raster; and
- d. Provide a threshold analysis quantifying volume of cut-fill needed to decrease flood risk in order of priority, for areas of course, determined by MPRB.

2.2 MPRB will undertake at its own expense a feasibility study of alternatives to improve the recreational quality of the Meadowbrook Golf Course; this study will include a wetland delineation and will identify areas of the existing course prone to flooding;

2.3 MCWD and MPRB will share to the extent practicable existing data and information, including the categories of data set forth in Exhibit A appended to this Agreement. The parties further will jointly implement a plan of work based on the two feasibility studies referred to herein in Section 2.1 and 2.2 that allows for coordination and concept development for Meadowbrook Golf Course focused on generating initial possibilities related to the primary interests of MCWD and MPRB.

2.4 MCWD and MPRB will meet and participate in design charrettes, as follows:

- a. MCWD and MPRB will develop multiple conceptual scenarios, based on massing exercises;
- b. Detail will be added to massing diagrams through iteration, depicting golf, stream and flood storage alternatives, etc.; and
- c. Agency stakeholders will be adequately coordinated with throughout by MPRB and MCWD.

2.5 MCWD and MPRB representatives and consultants will meet regularly (twice monthly) to inform each party of the progress, issues, options in addressing both creek restoration and golf course improvements in a manner that maximizes the mutual benefits and shared value of each undertaking.

2.6 MCWD and MPRB will, to the extent mutually beneficial directions are identified in this collaborative agreement, support each other in presentations of information to golf course stakeholders, the general public, staff and elected leadership of the Cities of St. Louis Park, Hopkins, and Edina, the MCWD Board of Managers, and the MPRB Board of Commissioners.

2.7 MCWD and MPRB will seek to complete the above work tasks within sixty (60) days of executing this Agreement. Further details on MPRB work plans are appended to this Agreement as Exhibit B.

**3.0 Merger and Modification.**

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

3.2 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties.

**4.0 Contract Administration.** In order to coordinate the services of the Parties so as to accomplish the purposes of this Agreement, the following individuals or their successors, shall manage this Agreement on behalf of the respective Parties.

MPRB: Michael Schroeder, Assistant Superintendent for Planning  
Minneapolis Park & Recreation Board  
2117 West River Road North  
Minneapolis, Minnesota 55411  
Telephone: 612.230.6467  
Email: [mschroeder@minneapolisparks.org](mailto:mschroeder@minneapolisparks.org)

MCWD: James Wisker, Director of Planning,  
Projects & Land Conservation Programs  
15320 Minnetonka Blvd.  
Minnetonka, MN 55345  
Telephone: 952-641-4509  
Email: [jwisker@minnehahacreek.org](mailto:jwisker@minnehahacreek.org)

5.0 Notices. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail.

6.0 Termination of Agreement. Any of the parties will have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other parties at least thirty (30) days prior to the specified effective date of such termination.

7.0 Liability. Each party to this agreement agrees to hold harmless, defend and indemnify the other party, its officers, board members, employees and agents from



and against that portion of any and all liability, loss, claim, damage or expenses (including reasonable attorneys' fees and disbursements) which that party may incur as a result of any act or omission of the other party, a contractor's or an assignee's negligence in its performance under this agreement that subjects it to liability in law or equity. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities, defenses or limits of liability with respect to any third party or the other party to this agreement including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

8.0 Copyright. The reports or documents produced in whole or in part under this agreement will be subject to fair use and may not be the subject of an application for copyright by or on behalf of any of the parties.

9.0 Recitals Incorporated. The above Recitals are incorporated as binding terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute and deliver this cooperative agreement.

**MINNEHAHA CREEK WATERSHED DISTRICT**

By \_\_\_\_\_  
President Date

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
District Counsel Date

**MINNEAPOLIS PARK AND RECREATION BOARD**