Minnehaha Creek Watershed District

MEETING DATE: July 28, 2016

TITLE: Authorization to execute a cooperative agreement with Park Nicollet Health Services for the construction of the Methodist Hospital Floodplain Management and Wetland Enhancement Project.

RESOLUTION N	UMBER:	16-061						
PREPARED BY: James Wisker								
E-MAIL: Jwisker@minnehahacreek.org TELEPHONE: 952-641-4509								
REVIEWED BY:		trator Committee	□ Coun □ Engin		□ Program Mgr. (Name): □ Other			
	TION:							
Advance to E	Board mtg. (Consent Age	nda.	□ Adv	ance to Board meeting for discussion prior to action.			
□ Refer to a fu	ture worksh	op (date):		🗆 Ref	er to taskforce or committee (date):			
☐ Return to sta	Iff for addition	onal work.		🗆 No	further action requested.			
⊠ Other (specif	fy): FINAL A	ACTION ON	July 28, 2	2016.				

PURPOSE or ACTION REQUESTED:

Authorization to execute cooperative agreement with Park Nicollet Health Services for the construction of the Methodist Hospital Floodplain Management and Wetland Enhancement Project.

PROJECT/PROGRAM LOCATION: See attached map(s)

PROJECT/PROGRAM COST:

Fund name and number: 2002 – Planning Current Budget: \$120,000 Minnehaha Creek Greenway Expenditures to date on this project: \$12,469.50 Requested amount of funding: \$0

PAST BOARD ACTION:

14-087 – Authorization to enter into a Memorandum of Understanding with Park Nicollet

16-030 – Authorization to execute a Cooperative Agreement with Park Nicollet to advance final design of a wetland enhancement, and to collaborate on master planning for the Methodist Hospital campus.

SUMMARY:

Historically, uncoordinated changes in land-use in the area between West 34th and Meadowbrook Lake have degraded and fragmented Minnehaha Creek. Urbanization drained and filled wetlands, fragmented the natural stream corridor and increased pollutant loading and runoff volumes and rates. As a result this geography produces the highest pollutant loading per unit area along Minnehaha Creek, contributing substantially to the impairment of downstream Lake Hiawatha. Consequently, the Minnehaha Creek Watershed District Board of Managers has designated this area a strategic priority for capital project planning and implementation.

Guided in part by the *Balanced Urban Ecology* policy, which advocates for integrated planning through multijurisdictional and cross-sector partnerships, the Minnehaha Creek Watershed District (MCWD) has initiated a series of strategic initiatives to restore the ecological integrity of Minnehaha Creek, while enhancing the social and economic vitality of the corridor.

As part of this effort within the corridor, in 2008 MCWD and Park Nicollet Health Services collaborated on site improvements to the Methodist Hospital campus that restored 1,400 feet of Minnehaha Creek and provided access to 10 acres of restored greenspace through a pedestrian boardwalk.

Following record flooding in 2014, Park Nicollet and the District renewed their partnership by entering into a 2015 Memorandum of Understanding (MOU) to collaboratively investigate a range of flood solutions for the Methodist Campus whose loading dock operation had been impacted by 2014 high water.

Through the course of collaboration to investigate flood solutions Park Nicollet advanced planning for a potential flood wall to protect the Methodist loading dock area. To compensate for any floodplain area lost by construction of this wall Park Nicollet is required under City and MCWD regulation to provide an equivalent volume of compensatory storage.

To satisfy these requirements Park Nicollet identified a possible compensatory storage location near the north east quadrant of Louisiana Avenue and Excelsior Blvd. However through joint analysis Park Nicollet and MCWD identified a preferred location to the north that would provide compensatory storage while enhancing the ecological integrity of existing wetlands.

To advance the potential wetland enhancement – floodplain management project into design on a concurrent schedule with the proposed floodwall – Park Nicollet and MCWD entered into a Cooperative Agreement in March 2016. This agreement also memorialized a mutual interest to begin exploring master planning for the site, including the possibility of creating additional flood storage, managing regional stormwater, improving vegetative diversity and habitat, evaluating upstream and downstream trail connections, improving the pedestrian experience on the boardwalk, evaluating Park Nicollet's concepts for visitor café enhancement, identifying managed viewsheds, and developing a sustainable site management plan.

During a series of recent briefings to both the Planning and Policy Committee (PPC) and the Board of Managers, staff informed the Board that the design had been advanced and that District and Methodist Hospital staff had negotiated agreeable terms to advance into the next phase of agreement – allowing the project to proceed into construction.

The basic terms of that agreement are outlined below and memorialized in the attached Draft Cooperative Agreement:

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

- Responsible for design, permits, approvals, and construction
- Construction timed with floodwall 2016-2017
- Park Nicollet consultant warranties extend to MCWD
- Park Nicollet will consult and obtain approval from MCWD for contract award, design changes and substantial completion
- Upon completion Park Nicollet will grant a permanent easement over site's natural areas to MCWD to
 provide ability for ongoing protection and management of area consistent with Greenway. Basic terms
 of this simple easement will include:
 - MCWD will be granted the right to access the site to manage vegetation consistent with the vegetation management plan, following coordination with Park Nicollet
 - Park Nicollet will be required to coordinate and seek approval from MCWD for any vegetation management or proposed wetland work.

MCWD Responsibilities:

- Upon completion and receipt of as-built, MCWD will provide a letter memorializing flood storage above and beyond regulatory requirements
- MCWD assumes long term maintenance of wetland enhancement
- District secures right and commits in good faith to pursue grant funding to implement phased planting enhancements
- District responsibilities are contingent on project ordering and public hearing.

NEXT STEPS AND RECOMMENDATION:

At the July 28, 2016 Board Meeting staff will review again the proposed terms of the construction phase of the MCWD – Park Nicollet Partnership, and recommend the Board authorize execution of the agreement.

Staff is currently working closely with Park Nicollet to finalize two documents that will serve as exhibits to the agreement (1) Easement language, and (2) Vegetation Management Plan. Accordingly, execution of the agreement is contingent on these documents being finalized by staff, subject to advice by legal counsel.

The agreement is being brought forward by staff in this manner to facilitate the project timeline, and on the understanding that the detailed easement language conforms to the basic terms outlined above.

Attachments:

- 1. Draft Cooperative Agreement
 - a. Exhibit A General Site Plans
 - b. Exhibit B Grading Plan
 - c. Exhibit C Planting Plan
 - d. Exhibit D Easement (Placeholder)
 - e. Exhibit E Vegetation Management Plan (Placeholder)

RESOLUTION NUMBER: <u>16-061</u>

- **TITLE:** Authorization to execute a cooperative agreement with Park Nicollet Health Services for the construction of the Methodist Hospital Floodplain Management and Wetland Enhancement Project
- WHEREAS, the MCWD Board of Managers has focused its water resource planning and implementation efforts within the most degraded section (priority geography) of the Minnehaha Creek subwatershed located between West 34th Street and Meadowbrook Lake; and
- WHEREAS, the District's planning and implementation work has been guided by the adoption of the *Balanced Urban Ecology* policy which emphasizes the integration of water resource planning with that of economic development, land-use, transportation and infrastructure through the use of multi-jurisdictional cross-sector partnerships, practicing innovation and flexibility to effectively leverage partnership assets; and
- WHEREAS, within the Minnehaha Creek Greenway the MCWD has developed a series of strategic capital project initiatives to advance goals of treating regional stormwater runoff, improving the ecological integrity of Minnehaha Creek and integrating the stream corridor into the surrounding urban fabric in ways that enhance the social and economic vitality of the corridor; and
- WHEREAS, in 2008 the MCWD and Park Nicollet Health Services collaborated to realign 1,400 feet of Minnehaha Creek, providing access to 10 acres of restored greenspace through a 1,900 foot boardwalk at Methodist Hospital; and
- WHEREAS, in 2014 due to record flooding Park Nicollet experienced high water that impacted the operation of its loading docks at Methodist Hospital; and
- WHEREAS, Park Nicollet Health Services subsequently established goals of improving flood protection for Methodist Hospital; and
- WHEREAS, pursuant to resolution 14-087, in 2015 the MCWD and Park Nicollet executed a Memorandum of Understanding documenting their mutual interest in creatively and collaboratively identifying a range of flood solutions for the hospital; and
- WHEREAS, in accordance with the Memorandum of Understanding Park Nicollet and MCWD identified an opportunity to enhance site wetlands in a manner that would achieve floodplain management requirements, improve ecological function and value, and enhance site aesthetics; and
- WHEREAS, pursuant to resolution 16-030, in March 2016 MCWD and Park Nicollet executed a Cooperative Agreement memorializing a mutual commitment to advancing the wetland enhancement project as a potential floodplain compensatory storage solution, while conducting master planning for the Methodist Campus; and
- WHEREAS, under the Cooperative Agreement Park Nicollet and MCWD advanced the design of the wetland enhancement, coordinated regulatory requirements and wish to advance the partnership for ecological improvements and floodplain management into the construction phase; and

DRAFT for discussion purposes only and subject to Board approval and the availability of funds. Resolutions are not final until approved by the Board and signed by the Board Secretary. WHEREAS, MCWD and Park Nicollet staff have negotiated terms of a construction phase cooperative agreement, including the following commitments:

Park Nicollet Responsibilities:

- Responsible for design, permits, approvals, and construction
- Construction timed with floodwall 2016-2017
- Park Nicollet consultant warranties extend to MCWD
- Park Nicollet will consult and obtain approval from MCWD for contract award, design changes and substantial completion
- Upon completion Park Nicollet will grant a permanent easement over site's natural areas to MCWD to provide ability for ongoing protection and management of area consistent with Greenway

MCWD Responsibilities:

- Upon completion and receipt of as-built, MCWD will provide a letter memorializing flood storage above and beyond regulatory requirements
- MCWD assumes long term maintenance of wetland enhancement
- District secures right and commits in good faith to pursue grant funding to implement phased planting enhancements
- District responsibilities are contingent on project ordering and public hearing.
- WHEREAS, the District's responsibilities under this Agreement are contingent upon an order approving the Project by the Board of Managers, following a duly noticed public hearing before the Board as required by law; and
- WHEREAS, the final terms of several exhibits to this Agreement, including the easement terms, easement legal description, and vegetation management plan are still being developed, and these documents will be presented to the Board of Managers in their final form as part of the record for the public hearing for the Board's consideration for ordering the project in August;

NOW, THEREFORE, BE IT RESOLVED that the Board of Managers hereby approves and authorizes the Board President, on advice and consent of counsel, and upon completion of the exhibits to the agreement (easement language, easement legal description and vegetation management plan), to execute the cooperative agreement with Park Nicollet Health Services for the construction of the Methodist Hospital Floodplain Management and Wetland Enhancement Project.

Resolution Number	16-061 was m	loved by Mana	ager	, seco	onded by Manager	
Motion to adopt the	resolution	ayes, na	ys,abst	tentions. Date:		

Secretary

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

Date:

COOPERATIVE AGREEMENT for the construction of the Park Nicollet—Methodist Hospital Floodplain Management and Wetland Enhancement Project

Minnehaha Creek Watershed District and Park Nicollet Health Services

This Cooperative Agreement ("Agreement") is entered into this _____ day of _____, 2016 by and between the Minnehaha Creek Watershed District ("District"), a watershed district and political subdivision established pursuant to Minnesota Statutes Chapters 103B and 103D, and Park Nicollet Health Services ("Park Nicollet"), a Minnesota nonprofit corporation and subsidiary of Health Partners (together, the "Parties").

Recitals

- A. Park Nicollet—Methodist Hospital, located along 1,000 feet of a degraded section of Minnehaha Creek, wishes to forward its mission to "improve health and well-being in partnership with [its] members, patients and community." Park Nicollet partnered with the District to connect patient outcomes and exposure to natural environments by restoring and enhancing the Park Nicollet—Methodist Hospital campus greenspace adjacent to Minnehaha Creek, and creating patient access to the restored area. Park Nicollet wishes to continue collaboration with the District to enhance its Methodist Hospital campus greenspace while addressing campus flooding problems.
- B. The District seeks to collaborate with Park Nicollet to address decades of urban development, urban stormwater discharge, and adjacent urban use damage to the water quality, channel stability, habitat, and public use of the Minnehaha Creek corridor between Highway 169 and Highway 100.
- C. Park Nicollet—Methodist Hospital and the District previously collaborated to establish a project to construct a series of new stream meanders to improve channel sinuosity, floodplain hydraulics, bank conditions, and in-stream habitat through the inclusion of woody debris, pools, and riffles. In 2009, Park Nicollet constructed a 1,900 foot boardwalk trail to provide public access to 10 acres of restored greenspace and 1,400 feet of restored Minnehaha Creek.
- D. Park Nicollet has had flooding concerns at its Methodist Hospital campus and intends to construct a floodwall to mitigate the effect of future flood events in the Methodist Hospital loading dock area, which would require floodplain to be filled. In identifying this flooding solution, Park Nicollet and the District considered: how to provide an equivalent volume of compensatory storage for any floodplain area lost by construction of the flood wall, regulatory compliance, corridor expansion, stormwater management, community connection, and efficient engineering design and approval.
- E. Park Nicollet and the District have collaborated to identify a preferred location ("North Site") for compensatory floodplain storage based on potential costs, environmental

benefit, and aesthetics on the north side of the existing boardwalk that would fulfill compensatory storage requirements and achieve ecological lift across the North Site's wetland complex.

- F. On March 24, 2016, the District Board of Managers authorized the execution of a Cooperative Agreement with Park Nicollet to advance the North Site floodplain management and wetland enhancement project ("Project").
- G. Park Nicollet retained Wenck Associates, the District's engineer, and Hart Howerton to design the Project and explore future Master Planning opportunities. Upon 50% completion of the design, Park Nicollet and the District assessed the regulatory feasibility of the project and determined to proceed with Project design for the North Site. The final plans and specifications for the Project, prepared and signed by Wenck Associates and Hart Howerton, are now deemed complete by the Parties and attached hereto as Exhibit A, Exhibit B and Exhibit C.
- H. The Parties agree to proceed with the Project and describe the funding, construction, and future maintenance responsibilities for the Project in this Agreement. The Parties also desire to continue exploring long term Master Planning for the Park Nicollet—Methodist Hospital campus.
- I. Park Nicollet must provide approximately 1,200 cubic yards of compensatory floodplain storage to compensate for floodplain impacted by construction of the floodwall. The Project is designed so that the North Site will meet the following goals:
 - 1) Create approximately 3,618 cubic yards of compensatory floodplain storage (which must occur above 883.7);
 - 2) Achieve ecological enhancement across the site's wetland complex by increasing vegetative structure diversity, quality, complexity, and edge, and maintaining or improving wetland functions such as stormwater and floodplain management; and
 - 3) Improve landscape aesthetics by connecting the new wetland enhancements with existing boardwalk features.

THEREFORE, Park Nicollet and the District agree as follows:

Article 1 – Park Nicollet Responsibilities

1.01 Park Nicollet will construct the Project in accordance with Exhibit A (General Site Plans); Exhibit B (Grading Plan), and Exhibit C (Planting Plan). Park Nicollet, at its cost, will obtain all necessary permits and other regulatory approvals, including District permits as applicable; enter into one or more construction contracts; and, as it deems appropriate, retain professional services for construction observation. All contracts concerning wetland vegetation establishment will provide for a vegetation establishment and warranty period of at least two

years covering initial and any replacement vegetation. All contracts into which Park Nicollet enters for Project construction will explicitly extend all warranties and representations to the District as an intended third-party beneficiary. Before entering into a construction contract, Park Nicollet will consult with the District with respect to the qualifications of proposed contractors. On Project completion, Park Nicollet will transmit to the District signed as-built Project drawings.

1.02 Park Nicollet will extend to the District as an intended beneficiary any warranty by Wenck Associates and Hart Howerton that due professional care has been exercised in providing for the technical soundness of the design and submitting signed plans and specifications. As underlying fee owner and manager of its privately owned lands, Park Nicollet accepts responsibility for the fitness and suitability of the Project.

1.03 Park Nicollet will coordinate the construction of the Project with the construction of the floodwall in fall-winter 2016-2017. Park Nicollet will revegetate within the area of its responsibility, designated as "Area A" on Exhibit C, in spring 2017 after it has graded the North Site pursuant to the plans in Exhibits B and C.

1.04 Park Nicollet will have sole responsibility as Owner for directing the Project contractor. Park Nicollet will give the District notice of pre-construction and construction meetings, which the District may attend. The District may inspect the work during construction consistent with site management requirements set by the Park Nicollet contractor. Park Nicollet and the District will consult during construction with respect to wetland restoration and enhancement elements of the Project and in any other respect that is in the parties' mutual interest. The District may not direct the contractor. The District must approve any change in the Project design, and must concur in substantial completion, concerning the wetland restoration and enhancement elements of the work.

1.05 On substantial completion, Park Nicollet will convey to the District a permanent easement materially identical to the easement attached to this Agreement as Exhibit D and incorporated herein, in order for the District to fulfill its vegetation management responsibilities under Article 2, below, pursuant to a plan of management activities described in the Vegetation Management Plan attached to this Agreement as Exhibit E. Park Nicollet and the District will review this Vegetation Management Plan and the status of management activities annually. The approval of both parties shall be necessary for any changes to the Vegetation Management Plan.

1.06 As fee owner of the property underlying the Project, Park Nicollet will be responsible to maintain the floodwall and all other improvements on the site other than the wetland and other vegetation in the natural area subject to the above-described easement.

1.07 If Park Nicollet conveys any part of the property so as to shift, in whole or part, responsibility for compliance with a District permit for the Project, it will timely request and obtain a permit transfer. Among other conditions of transfer, the District may require that the transferee accept an assignment of this Agreement, exclusive or non-exclusive, and of applicable rights and responsibilities hereunder.

Article 2 – District Responsibilities

2.01 The District shall provide to Park Nicollet, upon completion of the Project and receipt of signed as-built drawings, a letter memorializing as a credit the amount of cubic yards of floodplain storage created in excess of the District's regulatory requirement.

2.02 Upon completion of the Project by Park Nicollet, the District shall be responsible for planting in 2017 the portion of the Project site outside of the wetland excavation and the west side of the floodwall, designated as "Area B" on Exhibit C.

2.03 When the vegetation establishment and warranty period under the Park Nicollet contract has ended, the District will assume vegetation maintenance responsibility within the natural area as delineated in the easement conveyed pursuant to paragraph 1.06, above, and in accordance with the vegetation management plan attached as Exhibit E hereto, and incorporated herein. Park Nicollet and the District will review the Vegetation Management Plan and the status of management activities annually. The Vegetation Management Plan may be revised on mutual approval.

2.04 The District's responsibilities under this Agreement are contingent upon an order approving the Project by its Board of Managers, following a duly noticed public hearing before the Board as required by law.

Article 3 – Future Master Planning

3.01 The Parties shall in good faith discuss and explore further future opportunities to coordinate management and enhancements of the natural areas on the Park Nicollet—Methodist Hospital campus that will serve both public and private purposes. Such future opportunities to be discussed and explored include the following (with the understanding that neither Party is hereby bound or obligated as to any of the following):

- a. Creating additional flood storage;
- b. Managing regional stormwater;
- c. Improving vegetative diversity and habitat;
- d. Evaluating the opportunity to connect the Park Nicollet—Methodist Hospital Boardwalk to upstream trail systems west of Louisiana as part of the Louisiana Bridge reconstruction;
- e. Evaluating the opportunity for a trail on the south bank of Minnehaha Creek from Excelsior (north-west) towards Louisiana, and other potential pedestrian connections from Meadowbrook Golf Course upstream into the Minnehaha Creek greenway;

- f. Improving aesthetics and the pedestrian experience by increasing shade on the boardwalk through vegetation improvements and other creative design options;
- g. Evaluating Park Nicollet's charrette options to connect people using the visitor café to the site's natural resources through a potential deck or solarium addition to the existing area overlooking the wetland;
- h. Identifying opportunities to create and maintain targeted viewsheds from the Boardwalk though vegetation management; and
- i. Developing a long term sustainable site management plan for natural areas.

Article 4 – Miscellaneous

4.01 Each party agrees to hold harmless, defend and indemnify the other party from and against that portion of any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the indemnified party may incur as a result of the performance of this Agreement due to any negligent or willful act or omission of the indemnifying party or its breach of any specific contractual duty. Notwithstanding, this Agreement creates no right in and waives no immunity, defense or liability limit of the District as a public body under law or of Park Nicollet, with respect to the other party or any third party.

4.02 Each notice required under this Agreement will be in writing and made to the following representatives:

District:

Park Nicollet:

Receipt of notice must be documented. Party representatives will confirm receipt promptly on request. Contact information will be kept current. A party may change its contact by written notice to the other party.

4.03 An amendment to this Agreement must be in writing and executed by the Parties.

4.04 Only contract remedies are available for breach of this Agreement. Neither party will be liable for special, indirect, incidental, punitive, exemplary, or unforeseeable consequential damages arising out of or in connection with its respective obligations under this Agreement. Specific performance explicitly is an available remedy for the failure of a party to perform any obligation hereunder and does not require a demonstration that other remedies are inadequate. Remedies are non-exclusive.

4.05 Venue for any action hereunder is Hennepin County, Minnesota.

4.06 A breach of this Agreement is excused if due to a cause beyond the reasonable control of that party, including without limitation fire, flood, a precipitation event with a statistical recurrence interval of 100 years or more, storm, and earth movement resulting from natural forces or the act of a third party, but only for the duration of that cause.

Agreeing to be bound,

MINNEHAHA CREEK WATERSHED DISTRICT

MCWD Counsel	
By Date:	
Sherry white, rresident	
Park Nicollet Health Services	
By Date:	
[INSERT]	
Attachments:	

EXHIBIT A

General Site Plan





PROJECT VICINITY MAP



PROJECT LOCATION MAP

					SEAL	PRIME CONSULTANT
					NOT FOR	WENCK
					CONSTRUCTION	ASSOCIATES
					CONSTRUCTION	Responsive partner. Exceptional outcome
#	DESCRIPTION	XXX	XXX	XX/XX/XX		
REV	REVISION DESCRIPTION	DWN	APP	REV DATE		

SHEET INDEX							
SHEET	TITLE						
G-101	TITLE AND INDEX SHEET						
G-102	LEGEND AND GENERAL NOTES						
C-101	EXISTING CONDITIONS AND REMOVAL PLAN						
C-201	SWPPP						
C-202	EROSION CONTROL PLAN						
C-301	GRADING PLAN						
C-801	DETAILS						
	THIS PLAN CONTAINS Z SHEETS						

FROJECT TITLE METHODIST HOSPITAL FLOODPLAIN MITIGATION	TITLE AND INDEX SHEET					
PARK NICOLLET	DWN BY CHK	'D APP'D	DWG DATE APRI SCALE AS SH	L 2016 OWN		
	PROJECT NO.	SHEET N	。. G—101	REV NO.		

GENERAL NOTES:

- Existing conditions have been provided by a combination of Lidar data and Limited Survey data by Wenck. Existing features may not be exact to their Location. The contractor is responsible for verifying the conditions of the site and shall notify the engineer of any discrepancies or variations from the
- DRAWINGS. ALL QUANTITIES ARE APPROXIMATE AND MAY VARY TO ALLOW COMPLETION OF WORK. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING
- ENTITLED STATUDAD GOIDENES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, PIPELINES, ELECTRICAL, AND CABLE TV ARE UNKNOWN. CONTRACTOR RESPONSIBLE FOR LOCATING PRIOR TO STARTING WORK. CONTRACTOR SHOULD ANTICIPATE PRIVATE UTILITY CONFLICTS THROUGHOUT THE PROJECT
- CONTRACTOR SHOULD ANTICIPATE PRIVATE UTILITY CONFLICTS THROUGHOUT THE PROJECT SUB CUT AND TRENCH AREAS AND SHALL COORDINATE WITH PRIVATE UTILITY OWNERS. THE RELOCATION AND OR PROTECTION OF ALL EXISTING UTILITES MUST BE COORDINATED BY THE CONTRACTOR AND ANY COSTS FOR SUCH WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR EXTRA TIME AND EFFORT OF PROVISIONS NECESSARY TO WORK AROUND OR UNDER ANY UTILITIES. REVIEW ALL TREE REMOVALS WITH ENGINEER AND OWNER. INSTALL AND MAINTAIN EROSION CONTROL DEVICES AS SPECIFIED OR AS DIRECTED BY ENGINEER
- FNGINFFR

- ENGINEER.
 ENGINEER.
 CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY, AND CITY PERMITS.
 MAINTAN MAIL, GARBAGE, AND RECYCLING SERVICES TO PROPERTIES.
 PROTECT EXISTING PAVEMENT AND SITE FEATURES, EXCEPT AS NOTED.
 CONTRACTOR TO COORDINATE AND MAINTAIN ACCESS TO PROPERTIES.
 ANY EXISTING FENCE IN CONFLICT W/ CONSTRUCTION ACTIVITIES SHALL BE SALVAGED AND REINSTALLED. IF FENCE IS DAMAGED DURING CONSTRUCTION, CONTRACTOR REQUIRED TO PROVIDE NEW FENCE AT NO COST TO THE OWNER.
 MAINTAIN DRAINAGE CONVEYANCE DURING CONSTRUCTION (BOTH PIPED AND OVERLAND).
 THE EXISTING PAVEMENT, CONDITIONS HAVE BEEN DOCUMENTED, AND ANY DAMAGE TO THE EXISTING PAVEMENT, CURBING, AND STRIPING SHALL BE REPLACED BY THE CONTRACTOR, TO THE OWNERS SATISFACTION, AT NO ADDITIONAL COST TO THE OWNER.

REMOVAL NOTES:

1. FEATURES NOT SPECIFICALLY IDENTIFIED ON PLAN FOR SALVAGE OR REMOVAL THAT CONFLICT WITH CONSTRUCTION ARE TO BE REVIEWED WITH ENGINEER.

DEWATERING NOTES:

- NO BID ITEM HAS BEEN PROVIDED FOR DEWATERING AS ALL DEWATERING WORK NECESSARY FOR CONSTRUCTION WILL BE CONSIDERED INCIDENTAL.
 ENERGY DISSIPATION SHALL BE PROVIDED AT ALL DISCHARGE POINTS TO DEVELOPMENT FOR DEVICE AND ADDRESS OF ADDRESS OF
- PREVENT SCOUR. PROVIDE SILT BAGS FOR DEWATERING.
- PROVIDE SILT BAGS FOR DEWATERING.
 CONTRACTOR RESPONSIBLE TO SUBMIT DEWATERING PLAN TO ENGINEER FOR REVIEW. DEWATERING SHALL MEET ALL PERMIT REQUIREMENTS AND BE APPROVED PRIOR TO STARTING ANY CONSTRUCTION ACTIVITIES.
 THE CONTRACTOR MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATER RELATED TO DEWATERING OR BASIN DRAINING (E.G. PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. THE CONTRACTOR MAY DISCHARGE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASINS TO THE SURFACE WATERS IF THE BASIN WATER HAS BEEN VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED IN THE BASIN AND THAT NUISANCE CONDITIONS (SEE MINN, RULES 7050.0210, SUBPART 2) WILL NOT RESULT FROM THE DISCHARGE. IF THE WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN PROR TO E NUERAGE DESCHARGE DOS NOT ADVERSELY AFFECT THE APPROPRIATE BURPS, SUCH THAT THE DISCHARGE DOS NOT ADVERSELY AFFECT THE APPROPRIATE BURPS, SUCH THAT THE DISCHARGE DOS NOT ADVERSELY AFFECT THE APPROPRIATE BURPS, SUCH THAT THE DISCHARGE DOS NOT ADVERSELY AFFECT THE APPROPRIATE BURPS, SUCH THAT THE DISCHARGE DOS NOT ADVERSELY AFFECT THE APPROPRIATE BURPS, SUCH THAT THE DISCHARGE DOS NOT ADVERSELY AFFECT THE APPROPRIATE BURPS, SUCH THAT THE DISCHARGE DOS NOT ADVERSELY AFFECT THE MECEIVING WATER OR DOWNSTREAM PROPERTIES. IF THE CONTRACTOR MUST DISCHARGE WATER THAT CONTAINS OIL OR GREASE, THE CONTRACTOR MUST USE AN OIL—WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G. CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGING THE WATER. THE CONTRACTOR MUST ENSURE
- ABSORBENTS PADS) PRIOR TO DISCHARGING THE WATER. THE CONTRACTOR MUST ENSURE THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES. ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES, OR INVIDATION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WETLAND. IF THE CONTRACTOR IS USING FILTERS WITH BACKWASH WATER, THE CONTRACTOR MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS ON CAUSE EROSION. THE CONTRACTOR MAY DISCHARGE BACKWASH WATER TO THE SANITARY SEWER IF PERMISSION IS GRANTED BY THE SANITARY SEWER AUTHORITY. THE CONTRACTOR MUST REPLACE AND CLEAN THE FILTER MEDIA USED IN DEWATERING DEVICES WHEN REQUIRED TO RETAIN ADEQUATE FUNCTION. FUNCTION

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG GOPHER STATE ONE CALL TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

GOVERNING SPECIFICATIONS:

- 1. THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS
- FOR CONSTRUCTION" 2016 EDITION & LATEST SUPPLEMENTS. 2. CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD UTILITIES
- SPECIFICATIONS (LATEST EDITION) 3. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCE WILL BE COMPLETED WITH IN THE CONSTRUCTION OF THIS PROJECT.

TRAFFIC CONTROL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION STAGING, ON OR OFFSITE, AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE PROJECT DOCUMENTS. A STAGING PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES.
 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL ALL TRAFFIC CONTROL SHALL CONFORM TO THE LATEST EDITION OF THE MMUTCD, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE ENGINEER AND CITY FOR REVIEW AND APPROVAL PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES. PLANS SHALL COMPLY WITH ALL APPLICABLE DEFENT DECUMPENTS. PERMIT REQUIREMENTS.

TREE PRESERVATION NOTES:

- 1. PROTECT EXISTING TREES THAT ARE NOT TO BE REMOVED. INSTALL ORANGE MESH FENCING, 4' HIGH, WITH STAKES EVERY 10 FEET, 5' OUTSIDE OF THE MESH FENCING, 4 HIGH, WITH STAKES EVENT TO FEEL, 9 OUTSIDE OF THE DRIP LINE OF ALL PRESERVED TREES, OR AT THE CONSTRUCTION LIMITS AS SHOWN ON THE PLAN. DO NOT PERFORM ACTIONS WITHIN THE PROTECTED AREA THAT MAY HARM THE TREE AND COMPACT THE SOIL, INCLUDING, BUT NOT LIMITED TO EXCAVATION, STORING MATERIALS, PARKING AND TRAFFIC DURING CONSTRUCTION. WHERE CONSTRUCTION REQUIRES DISTURBANCE WITHIN THE PROTECTED AREAS, DISTURB THE ROOT ZONE AS LITTLE AS POSSIBLE, TREE PROTECTION MEASURES SHALL BE CONFIRMED BY OWNER AND ENGINEER PRIOR TO STARTING CONSTRUCTION.
- 2. ALL TREE PROTECTION FENCING MUST BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.
- WHEN TREE ROOTS ARE ENCOUNTERED THAT MUST BE REMOVED, CUT ROOTS CLEANLY AS FAR FROM THE TREE AS POSSIBLE AND IMMEDIATELY WATER AND BACKFILL OVER THE ROOTS TO PREVENT DRYING.

EROSION CONTROL NOTES:

- SEE SHEETS C-201 AND C-202 FOR EROSION CONTROL MEASURES.
 ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDING ON SITE CONDITIONS DURING CONSTRUCTION. COORDINATE WITH ENGINEER.
 CONCRETE WASH-OUT SHALL COMPLETED OFF-SITE OR CONCRETE READY MIX TRUCKS CONCRETE DE SELE CONTAINED.
- SHALL BE SELF-CONTROL DOWNELLED ON STALLED PRIOR TO COMMENCEMENT OF WORK, ALL EROSION CONTROL DEVICES TO BE INSTALLED PRIOR TO COMMENCEMENT OF WORK, MAINTAINED IN ACCORDANCE WITH THE SWPPP, NPDES, AND SPECIFICATIONS THROUGHOUT DURATION OF PROJECT, AND REMOVED UPON ESTABLISHMENT OF FINAL STABILIZATION AS DURATION OF PROJECT, AND REMOVED OF ON ESTABLISHMENT OF FINAL STABLISHMEN AS DIRECTED BY ENGINEER. EROSION CONTROL MEASURES USED FOR CONSTRUCTION SHALL NOT BE REMOVED UNTIL AUTHORIZED BY OWNER OR ENGINEER. 5. REMOVE TRACKED SEDIMENT FROM ALL PAVED SURFACES BOTH ON AND OFFSITE ON A
- DALLY BASIS (INCIDENTAL). 6. MINIMIZE DUST FROM CONSTRUCTION OPERATIONS BY PROVIDING WATER OR OTHER
- APPROVED METHOD ON A DAILY BASIS (INCIDENTAL).

BV

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CL.

CMP

CY

DIP

ΕX FES

F/F

FM

GV

HP HWL

HYD

IN\

LF

LP

мн

NWL

PVC

RCP

R/W

SF

STA

SY

TNH

TYP

R

HDPF

EL./ELEV

	BUTTERFLY VALVE	A	STORM SEWER FLARED END SEC
	CENTER LINE	9	STORM SEWER CATCH BASIN/MA
	CLASS		
	CORRUGATE METAL PIPE	>>>	STORM SEWER
	CUBIC YARD	S	SANITARY MANHOLE
	DUCTILE IRON PIPE		SANITARY SEWER
v	ELEVATION		
	EXISTING	FM	FORCE MAIN
	FLARED END SECTION	Š	WATER VALVE
	FACE TO FACE	6	
	FORCEMAIN	¢.	HYDRANT
	GATE VALVE	I	WATER MAIN
	HIGH-DENSITY POLYETHYLENE		CONTOUR MINOR
	HIGH POINT		
	HIGH WATER LEVEL		CONTOUR MAJOR
	HYDRANT		PROPERTY LINE
	INVERT LINEAL FEET		APPROXIMATE TREE LINE
	LOW POINT	\odot	
	MANHOLE	0	DECIDUOUS TREE
	NORMAL WATER LEVEL	۲	CONIFEROUS TREE
	POLYVINYL CHLORIDE	Ø	SHRUB
	RADIUS		
	REINFORCED CONCRETE PIPE	xx	FENCE
	RIGHT-OF-WAY	G G	UNDERGROUND GAS LINE
	SQUARE FEET		UNDERGROUND ELECTRICAL
	STATION	OU OU	
	SQUARE YARD	00 00	OVERHEAD UTILITY
	TOP NUT HYDRANT	× PP N_S	UTILITY POLE
	TYPICAL WATERMAIN	-0	GUY WIRE
		×e	LIGHT POLE
			UNDERGROUND TELEVISION
		TV0HTV0H	OVERHEAD TELEVISION
		TT	UNDERGROUND TELEPHONE
		сом	UNDERGROUND COMMUNICATION
			EDGE OF PAVEMENT
		Δ	SIGN
		UB	MAILBOX

GUARD POST

PROPERTY IRON

					SEAL	PRIME CONSULTANT
					NOT FOR	WENCK
						ASSOCIATES
					CONSTRUCTION	Responsive partner. Exceptional outcomes.
#	DESCRIPTION	xxx	xxx	xx/xx/xx		Responsive partner. Exceptional outcomes.
REV	REVISION DESCRIPTION	DWN	APP	REV DATE		



STORM SEWER CATCH BASIN/MANHOLE

PROPOSED SYMBOLS/LINES LEGEND

D	STORM SEWER FLARED END SECTION
	RIP RAP
0	STORM SEWER CATCH BASIN/MANHOLE
	STORM SEWER
	DRAINTILE
•	RETAINING WALL
	CONTOUR MINOR
	CONTOUR MAJOR
+811.95	SPOT ELEVATION
	BITUMINOUS
	CONCRETE



EROSION CONTROL SYMBOLS/LINES LEGEND



PROJECT TITLE METHODIST HOSPITAL FLOODPLAIN MITIGATION	sheet ti LE		AND	GENERA	L NO	TES
PARK NICOLLET	DWN BY MJS	СНК'Д	APP'D	DWG DATE	APRIL AS SH	. 2016 DWN
	PROJECT	NO.	SHEET N	_{ö.} G–102		REV NO.



		-				
					SEAL	PRIME CONSULTANT
					NOT FOR	WENCK
					CONSTRUCTION	ASSOCIATES
					CONSTRUCTION	Responsive partner. Exceptional outcomes.
#	DESCRIPTION	XXX	ххх	XX/XX/XX		
REV	REVISION DESCRIPTION	DWN	APP	REV DATE		

DRAFT

	PROJECT TITLE METHODIST HOSPITAL FLOODPLAIN MITIGATION	SHEET TI	TLE	SWPPP				
		DWN BY MJS	СНК'Д	APP'D	DWG DATE	APRIL AS SHO	. 2016 DWN	
		PROJECT	NO.	SHEET N	^{o.} C—201		REV NO.	



EXHIBIT B

Grading Plan















TEMPORARY CONSTRUCTION ENTRANCE (4) NOT TO SCALE C-801



XXX XXX XX/XX/XX

DWN APP REV DATE

DESCRIPTION

REVISION DESCRIPTION



	PRIME CONSULTANT
NOT FOR CONSTRUCTION	Responsive partner. Exceptional outcomes.

ROTECTION	DETAIL	3
LE .		C-801

	PROJECT TITLE METHODIST HOSPITAL FLOODPLAIN MITIGATION	Sheet ti	TLE	DETAILS			
	PARK NICOLLET	dwn by MJS	снк'р	APP'D	DWG DATE	APRIL AS SH	. 2016 DWN
		PROJECT	NO.	C-801		REV NO.	

EXHIBIT C

Planting Plan



HART HOWERTON

METHODIST HOSPITAL

PLANTING CONCEPT AND PLANT LIST July 13, 2016

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Easement



EXHIBIT E

Vegetation Management Plan