

MEETING DATE: October 23, 2014

TITLE: Authorization to execute a Memorandum of Understanding with Park Nicollet Health Services

RES. NUMBER: 14-087

PREPARED BY: James Wisker

E-MAIL: Jwisker@minnehahacreek.org **TELEPHONE:** 952-641-4509

REVIEWED BY: Administrator Counsel Program Mgr.
 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: FINAL ACTION October 23, 2014	

PURPOSE or ACTION REQUESTED:

Authorization to enter into a Memorandum of Understanding (MOU) with Park Nicollet Health Services, to align partner interests and resources to collaboratively explore flood mitigation alternatives for Methodist Hospital.

PROJECT/PROGRAM LOCATION:

Methodist Hospital (Attached Map)

SUMMARY:

Background:

Historically, uncoordinated changes in land-use in the area between West 34th and Meadowbrook Lake have degraded and fragmented Minnehaha Creek. Increases in stormwater runoff from highly urban lands have increased pollutant loading as well as the volume and rate of runoff being delivered to the stream channel. Due to the poor integration of spatial planning with natural systems this area 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 geography for capital project implementation and programming.

As part of a comprehensive effort to restore the most degraded section of Minnehaha Creek, the Minnehaha Creek Watershed District (MCWD) has initiated a series of strategic initiatives to restore the ecological integrity of Minnehaha Creek, while reintegrating the stream corridor into the surrounding urban fabric as a place-making asset. As such, efforts to manage regional stormwater, improve stream geomorphology, and expand and connect the riparian greenway, have been achieved only through partnership with land-use authorities, transit planners, regional units of government, and private sector business leaders.

Park Nicollet is one of those private sector business leaders, with which the District has enjoyed past partnership successes. In 2008, the Minnehaha Creek Watershed District and Park Nicollet entered into a funding agreement 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.

During recent conversations with the Director of Engineering, the District was made aware of the desire of Park Nicollet to explore flood mitigation solutions that provide greater flood protection for Methodist Hospital. During subsequent discussion including Park Nicollet's Vice President of Real Estate and Support Services, District staff suggested the two parties structure a second phase partnership, beginning with a memorandum of understanding (MOU).

With drafting assistance and general counsel from Louis Smith, agreement has been reached on a MOU that provides a framework for collaborative exploration of flood mitigation solutions for Methodist Hospital, across Park Nicollet properties, that meet the strategic long-term goals of each party. With the District pledging proactive regulatory capacities and basic technical expertise, and as a regional liaison with FEMA on the 100 year floodplain updates, the MOU provides a framework under which Park Nicollet and the District can collaborate, with clear expectations.

Recommendation:

District staff is recommending the MCWD Board of Managers authorize the execution of the MOU with Park Nicollet Health Services

Attachments:

- Attachment 1 – Draft MOU
- Attachment 2 – Corridor Map

RESOLUTION

RESOLUTION NUMBER: 14-087

TITLE: **Authorization to execute a Memorandum of Understanding with Park Nicollet Health Services.**

WHEREAS, the area between West 34th Street and Meadowbrook Lake has been determined to be one of the most degraded sections of Minnehaha Creek; and

WHEREAS, the MCWD Board of Managers has designated this area, known as the “urban corridor”, as a high priority strategic geography for capital project implementation and programming; and

WHEREAS, the MCWD Board of Managers has developed a series of strategic capital project initiatives within the urban corridor to advance goals of improving the ecological integrity of Minnehaha Creek, while reintegrating the stream corridor into the surrounding urban fabric; and

WHEREAS, in 2008 the MCWD and Park Nicollet Health Services entered into a funding agreement 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, Park Nicollet Health Services has established goals of improving flood protection for Methodist Hospital; and

WHEREAS, any efforts to further separate Methodist Hospital from the 100 year floodplain will require the creation of compensatory storage in accordance with District, and local regulations; and

WHEREAS, the MCWD Board of Managers has adopted a policy “In Pursuit of a Balanced Urban Ecology,” establishing MCWD’s fundamental philosophy and way of doing business, including joining with others to pursue watershed management goals integrated with land planning; intensifying and maintaining focus in high priority areas; and being flexible and adaptive to new ways of doing business with partners, to effectively leverage assets;

WHEREAS, the MCWD has an interest in engaging in land-use and real estate planning that furthers its goals within the strategic priority geography established for Minnehaha Creek between West 34th Street and Meadowbrook Lake;

WHEREAS, a MOU has been drafted that creates a framework for Park Nicollet Health Services and MCWD to collaboratively explore strategies for flood mitigation for Methodist Hospital;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes the Board President to execute a Memorandum of Understanding with Park Nicollet Health Services, for purposes of aligning partner interests and resources to collaboratively explore flood mitigation alternatives for Methodist Hospital.

Resolution Number 14-087 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

Date: _____

Secretary

MEMORANDUM of UNDERSTANDING

Minnehaha Creek Watershed District and Park Nicollet Health Services

This Memorandum of Understanding (MOU) is made between the Minnehaha Creek Watershed District (MCWD), a watershed district and political subdivision established pursuant to Minnesota Statutes Chapters 103B and 103D, and Park Nicollet Health Services, a Minnesota non-profit corporation (together, the “parties”).

Statement of Purpose

WHEREAS the Minnehaha Creek corridor has sustained damage to its water quality, channel stability, habitat and public use opportunities as the result of decades of urban development, urban stormwater discharges and adjacent urban uses;

WHEREAS Minnehaha Creek and downstream Lake Hiawatha do not meet state clean water standards in certain respects and are subject to a federal Total Maximum Daily Load with the goal of meeting those standards;

WHEREAS for several years the MCWD has been working with the Cities of St. Louis Park and Hopkins, and with other public and private stakeholders, to enhance the social, economic and environmental vitality along the corridor and further the goals and purposes of the parties;

WHEREAS Park Nicollet Health Service’s mission is to improve health and well-being in partnership with our members, patients and community, and whose vision includes components of improved population health, lowering the cost of healthcare and relationships built on trust.

WHEREAS Park Nicollet owns and operates Methodist Hospital, a major healthcare facility located at 6500 Excelsior Boulevard, St. Louis Park;

WHEREAS Methodist Hospital and the MCWD have collaborated previously to re-align a portion of Minnehaha Creek, construct trails and boardwalks, and provide for other hydrologic and ecosystem improvements to the Creek and surrounding watershed;

WHEREAS Park Nicollet has retained Barr Engineering to explore solutions to ongoing flooding concerns as they may impact Methodist Hospital;

WHEREAS Park Nicollet and the MCWD share an interest in promoting the success of a future Southwest Corridor Light Rail Transit project through planning strong pedestrian, bicycle, and other multi-modal connections between LRT stations, Methodist Hospital, and other neighborhood destinations in a manner that protects and celebrates the area’s natural resources such as Minnehaha Creek;

WHEREAS the parties wish to explore a mutual interest in creatively and collaboratively identifying flooding solutions at Methodist Hospital, including a broad review of all possible options and locations (Park Nicollet Real Estate Included) for compensatory storage associated

with a potential fill and flood risk mitigation project that achieves multiple strategic goals, including MCWD regulatory compliance, other goals for the MCWD within the corridor (corridor expansion, stormwater management, and community connections), and efficiently proceeding through the engineering design and approval process for Park Nicollet;

WHEREAS the parties acknowledge that their ability to achieve these goals depends on each party working cooperatively with the other party in accordance with the terms of this MOU;

THEREFORE this MOU does not state legally binding responsibilities or obligations but documents mutual goals and establishes a cooperative framework within which the potential for a beneficial and cost-effective flood mitigation project at Methodist Hospital may be explored.

Goals and Responsibilities

1. Park Nicollet will contribute engineering technical analysis and development of potential flood mitigation alternatives as Park Nicollet deems appropriate in its sole discretion; Park Nicollet recognizes that it is bound by previously executed instruments (Cooperative Agreement and Declarations) that prohibit structures in the wetland buffer.
2. MCWD will contribute the services of its engineer, landscape architect, wetland delineator and other consultants as needed to review and analyze the potential flood mitigation alternatives, including analysis for regulatory compliance that provides early and iterative guidance. MCWD will also communicate with representatives of the Federal Emergency Management Administration on flood map revisions to identify the most current certified version on which to base project specific modeling.
3. Park Nicollet and MCWD will collaborate to explore potential locations for flood mitigation and compensatory flood storage in a manner that considers the strategic long-term goals of both parties, but Park Nicollet in no way commits to any such locations under this MOU.
4. The MCWD and its authorized representatives may enter and be present on the Methodist Hospital site at reasonable times. The MCWD will advise Park Nicollet at least 48 hours in advance of a site visit. The MCWD and Park Nicollet will cooperate to enable the MCWD to conduct its activities without interfering with hospital operations. If requested by Park Nicollet, MCWD shall execute a standard license agreement prior to any such entry, providing that MCWD will indemnify Park Nicollet for any injury or damage to persons or property caused by MCWD's entry onto the Methodist Hospital site and any work performed by MCWD thereon.
5. Except where Park Nicollet determines that it has a confidentiality interest, on the MCWD's request Park Nicollet will supply the MCWD with data or information it has relevant to the efforts described in this MOU. MCWD will likewise share any data or information it has relevant to the efforts described in this MOU. Park Nicollet recognizes that data and information in the MCWD's possession is subject to the Minnesota Data Practices Act and patient Privacy Regulation and the Security Regulation promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"). Where Park Nicollet believes that certain

data or information is sensitive, MCWD will enter into a Business Associates Agreement with Park Nicollet defining confidentiality requirements.

6. The MCWD and Park Nicollet will meet at mutually convenient times to review potential opportunities, concepts or questions as they develop. Each party commits to engaging representatives with the appropriate knowledge and expertise for the review and analysis that the party has agreed to undertake.

7. Where a mutual interest has developed in a project, the parties will in good faith negotiate toward a legally binding agreement to establish roles, responsibilities and financial obligations for final feasibility, design, installation and maintenance of the project.

8. Each party will bear the cost of carrying out its tasks and responsibilities under this MOU.

Official contacts for all communications under this MOU are as follows:

MCWD

James Wisker, Director of Planning
MCWD
15320 Minnetonka Boulevard
Minnetonka MN 55345
Email: jwisker@minnehahacreek.org

Park Nicollet

Park Nicollet Health Services
3800 Park Nicollet Boulevard
St. Louis Park, MN 55416
Attn: Duane Spiegle
E-mail: duane.spiegle@parknicollet.com

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

9. The parties will cooperate as necessary to develop and carry out a plan for proper and effective public communications related to the subject matter of this MOU.

10. This MOU is effective when fully executed by the parties and expires five years thereafter.

11. This MOU is intended solely as a preliminary expression of mutual goals of Park Nicollet and MCWD. Neither Park Nicollet nor MCWD shall have any obligations, contractual or otherwise, to each other under this MOU or in connection with the matters covered hereby (except for any previously executed instruments between the parties that remain in full force and effect) unless and until a definitive, legally-binding agreement(s) is fully negotiated, executed and delivered by each of the parties.

MINNEHAHA CREEK WATERSHED DISTRICT

Sherry Davis White, President

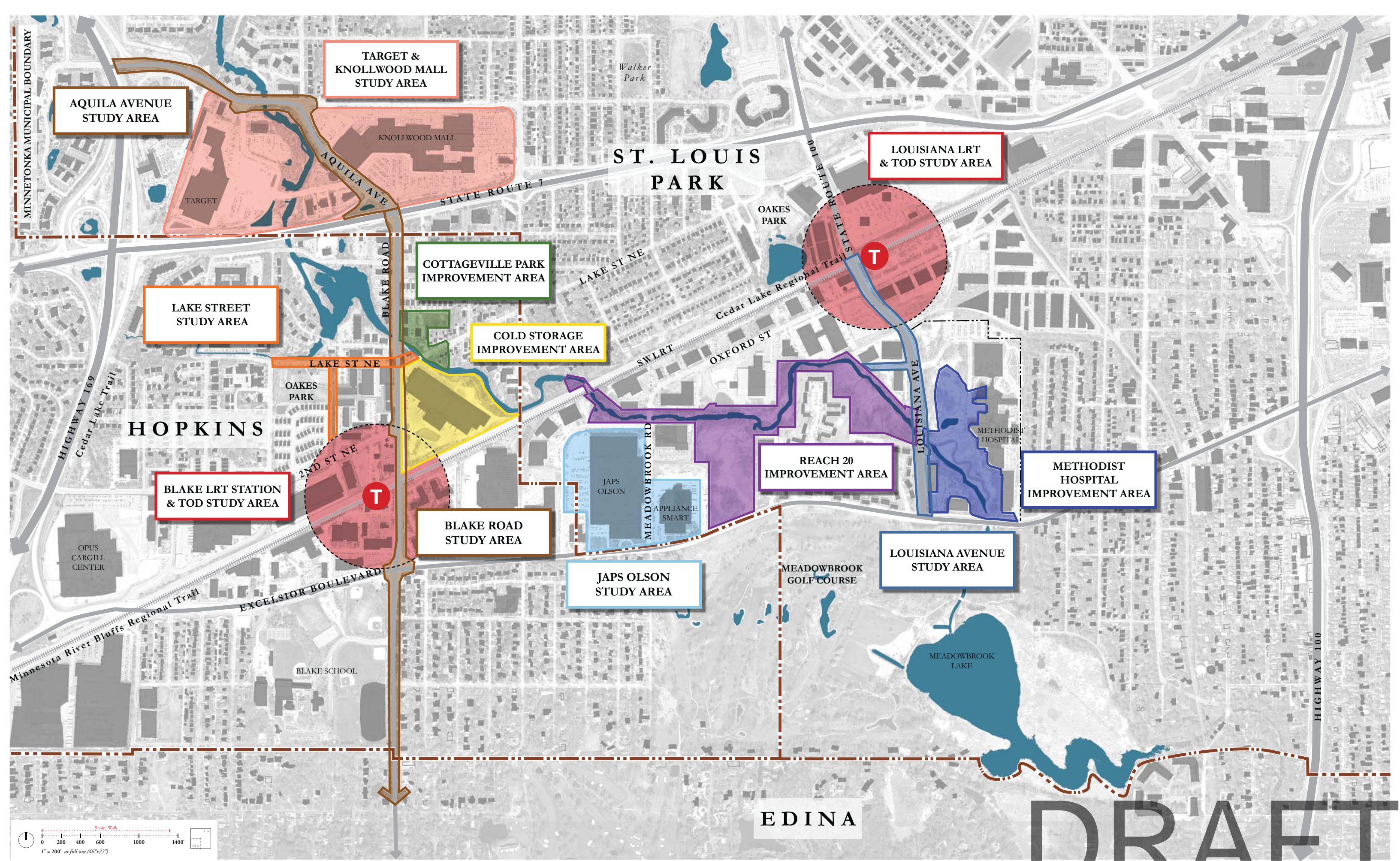
Approved for Form and Execution:

MCWD Counsel

PARK NICOLLET

By:

Its:



MINNETONKA MUNICIPAL BOUNDARY

AQUILA AVENUE STUDY AREA

TARGET & KNOLLWOOD MALL STUDY AREA

LOUISIANA LRT & TOD STUDY AREA

LAKE STREET STUDY AREA

COTTAGEVILLE PARK IMPROVEMENT AREA

COLD STORAGE IMPROVEMENT AREA

BLAKE LRT STATION & TOD STUDY AREA

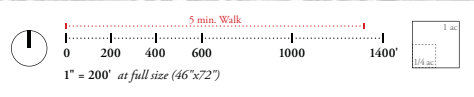
BLAKE ROAD STUDY AREA

JAPS OLSON STUDY AREA

REACH 20 IMPROVEMENT AREA

METHODIST HOSPITAL IMPROVEMENT AREA

LOUISIANA AVENUE STUDY AREA



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