

MEETING DATE: August 25, 2016

TITLE: Ordering the Methodist Hospital Floodplain and Wetland Enhancement Project

RESOLUTION NUMBER: 16-072

PREPARED BY: James Wisker

E-MAIL: Jwisker@minnehahacreek.org

TELEPHONE: 952-641-4509

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): <u>FINAL ACTION AUGUST 25, 2016</u>	

PURPOSE or ACTION REQUESTED:

Formal ordering of the Methodist Hospital Floodplain and Wetland Enhancement Project

PROJECT/PROGRAM LOCATION:

Park Nicollet Methodist Hospital, 6900 Excelsior Blvd., St. Louis Park

PROJECT TIMELINE:

August 2016	Public Hearing and consideration of project ordering
Fall – Winter 2016	Construction of floodwall and wetland enhancement
Spring 2017	Plantings and substantial completion

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 ACTIONS:

- 14-087 – Authorization to enter into a Memorandum of Understanding (MOU) with Park Nicollet to investigate solutions to flooding.
- 16-030 – Authorization to execute a Cooperative Agreement (CA) with Park Nicollet to advance final design of a wetland enhancement, and to collaborate on master planning for the Methodist Hospital campus.
- 16-061 – Authorization to execute a Cooperative Agreement with Park Nicollet Health Services for the construction of the Methodist Hospital floodplain and wetland enhancement project.

**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.**

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 multi-jurisdictional 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 efforts 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 on land at 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:

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 the wetland and vegetation within the easement area consistent with the vegetation management plan, following coordination with Park Nicollet
 - Park Nicollet also may manage the vegetation consistent with the vegetation management plan and with MCWD consultation.

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.

On July 28, 2016 the Board of Managers authorized the Board President, on advice and consent of counsel, and upon the completion of exhibits to the agreement, to execute the cooperative agreement with Park Nicollet Health Services for the construction of the Methodist Hospital floodplain and wetland enhancement project. This action was contingent on formally ordering the capital project.

NEXT STEPS AND RECOMMENDATION:

At the August 25, 2016 Meeting of the Board of Managers, a duly noticed public hearing will be held to consider public comment on the proposed project. After the public hearing, the Board of Managers will be asked to consider action to formally order the capital project, allowing the cooperative agreement to be executed and the project to advance.

ATTACHMENTS:

1. Resolution of Support from the City of St. Louis Park
2. DRAFT Cooperative Agreement between MCWD and Park Nicollet

RESOLUTION

RESOLUTION NUMBER: 16-072

TITLE: **Ordering the Methodist Hospital floodplain and wetland enhancement project.**

WHEREAS, the MCWD Board of Managers has focused 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

WHEREAS, on July 28, 2016 the Board of Managers authorized the Board President, on advice and consent of counsel, and upon completion of the exhibits to the agreement, to execute a cooperative agreement with Park Nicollet Health Services for the construction and maintenance of the Methodist Hospital Floodplain Management and Wetland Enhancement Project; and

WHEREAS, the capital improvement program of the District's watershed management plan (WMP), adopted pursuant to Minnesota Statutes §103B.231, identifies and programs wetland and floodplain restoration within this reach of Minnehaha Creek for water quality, habitat and flood management purposes;

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, in accordance with Minnesota Statutes § 103B.251, subdivision 3, the District held a duly noticed public hearing on August 25, 2016 at the District offices, at which time all interested parties had the opportunity to speak to the Methodist Hospital floodplain and wetland enhancement project; and

WHEREAS the City of St. Louis Park City Council adopted a resolution of support for the project at its August 15, 2016 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 Methodist Hospital floodplain and wetland enhancement 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;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Minnesota Statutes §103B.251 and the WMP, the Methodist Hospital floodplain and wetland enhancement project is ordered;

Resolution Number 16-072 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

Secretary Date: _____

RESOLUTION NO. 16-099

**RESOLUTION SUPPORTING
MINNEHAHA CREEK WATERSHED DISTRICT – PARK NICOLLET PARTNERSHIP
FLOODPLAIN MANAGEMENT AND WETLAND ENHANCEMENT PROJECT**

WHEREAS, the Minnehaha Creek Watershed District (MCWD) and the City of St. Louis Park have enjoyed a sustained and strategic partnership to protect, restore and enhance Minnehaha Creek; and

WHEREAS, the MCWD and City of St. Louis Park’s partnership has managed regional stormwater runoff, expanded and enhanced riparian greenspace, provided vital community connections, and facilitated economic development around the Minnehaha Creek Greenway; and

WHEREAS, the MCWD and the City of St. Louis Park are committed to continuing the Minnehaha Creek Greenway partnership through the integration of municipal and water resource planning; 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 (MOU) 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 exceed floodplain management requirements, improve ecological function and value, and enhance site aesthetics; and

WHEREAS, in coordination with the City of St. Louis Park and pursuant to MCWD 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

WHEREAS, the proposed project furthers Park Nicollet’s mission to *improve health and well-being in partnership with our members, patients and community*; and

WHEREAS, the City of St. Louis Park finds this project consistent with its Comprehensive Plan goals and its standing partnership with the MCWD to integrate public and private plans and investments to expand and enhance the Minnehaha Creek Greenway.

NOW THEREFORE, BE IT RESOLVED THAT, by the City Council of the City of St. Louis Park, that the City supports the MCWD-Park Nicollet Partnership for floodplain management and wetland enhancement.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
CITY OF ST. LOUIS PARK)

The undersigned, being the duly qualified City Clerk of the City of St. Louis Park, Minnesota, certifies that the foregoing resolution is a full, true and correct copy of the original Resolution No. 16-099 adopted at the St. Louis Park City Council meeting held on August 15, 2016.

WITNESS my hand and the Seal of the City of St. Louis Park this 17th day of June, 2016.



Melissa Kennedy
Melissa Kennedy, City Clerk

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 2,584 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 through 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:	Direct of Planning and Projects Minnehaha Creek Watershed District 15320 Minnetonka Blvd. Minnetonka, MN 55345
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Park Nicollet:	Director of Engineering Park Nicollet Health Services Methodist Hospital 6500 Excelsior Blvd. St. Louis Park, MN 55426
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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

Approved for form and execution:

MCWD Counsel

By _____ Date:
Sherry White, President

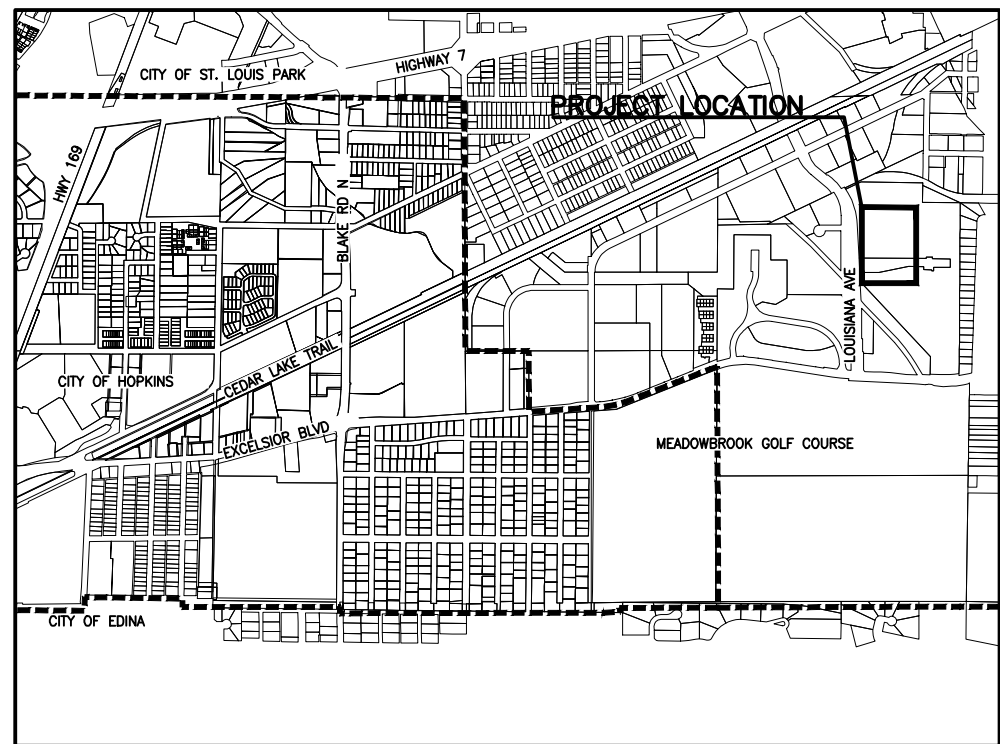
Park Nicollet Health Services

By _____ Date:
Duane Spiegle, Vice President of Real Estate and Support Services

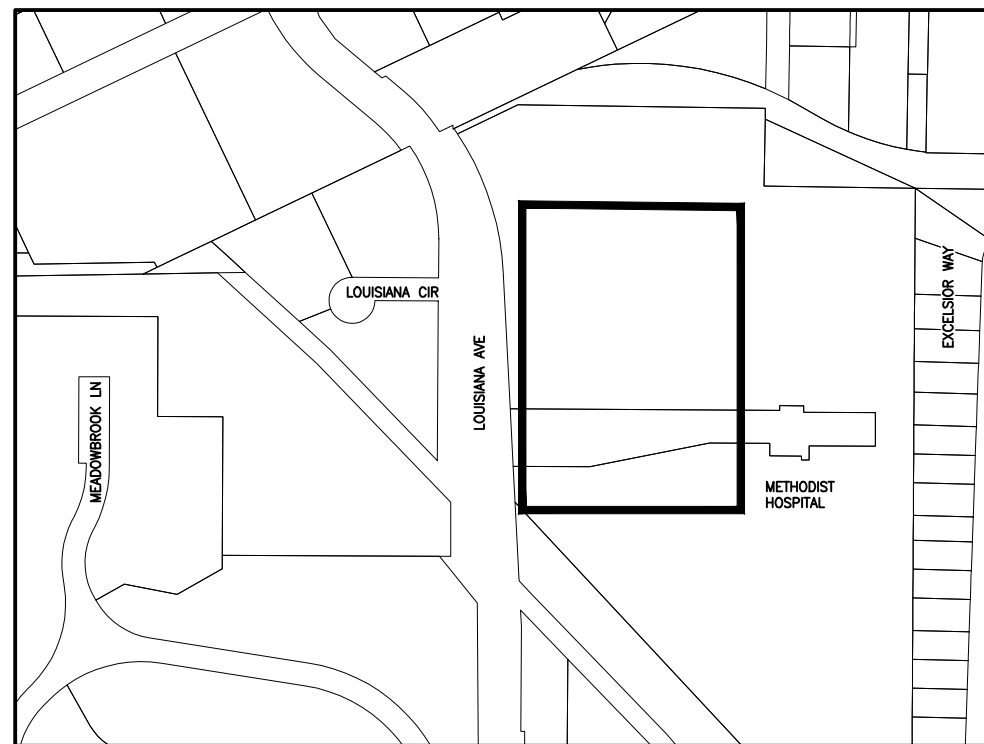
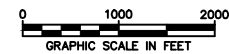
EXHIBIT A
General Site Plan

METHODIST HOSPITAL FLOODPLAIN MITIGATION

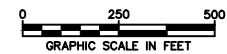
AUGUST 2016



PROJECT VICINITY MAP



PROJECT LOCATION MAP



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	

#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

Responsive partner. Exceptional outcomes.

PROJECT TITLE		SHEET TITLE	
METHODIST HOSPITAL FLOODPLAIN MITIGATION		TITLE AND INDEX SHEET	
PARK NICOLLET		DWN BY	CHK'D
		MJS	APP'D
		SCALE	DWG DATE
		AS SHOWN	APRIL 2016
PROJECT NO.	SHEET NO.	REV NO.	
	G-101		

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 C/ASCE 38-2 ENTITLED "STANDARD GUIDELINES 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 SUB CUT AND TRENCH AREAS AND SHALL COORDINATE WITH PRIVATE UTILITY OWNERS.
- THE RELOCATION AND OR PROTECTION OF ALL EXISTING UTILITIES 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.
- CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY, AND CITY PERMITS.
- MAINTAIN 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:

- 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 PREVENT SCOUR.
- 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 PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMPs, SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING 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 THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC 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 INUNDATION 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 INTO THE SITE IN A MANNER THAT DOES NOT 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.

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 WIRES, 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:

- THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" 2016 EDITION & LATEST SUPPLEMENTS.
- CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD UTILITIES SPECIFICATIONS (LATEST EDITION)
- 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 PERMIT REQUIREMENTS.

TREE PRESERVATION NOTES:

- PROTECT EXISTING TREES THAT ARE NOT TO BE REMOVED. INSTALL ORANGE MESH FENCING, 4' HIGH, WITH STAKES EVERY 10 FEET, 5' 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.
- 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 SHALL BE SELF-CONTAINED.
- 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 DIRECTED BY ENGINEER. EROSION CONTROL MEASURES USED FOR CONSTRUCTION SHALL NOT BE REMOVED UNTIL AUTHORIZED BY OWNER OR ENGINEER.
- REMOVE TRACKED SEDIMENT FROM ALL PAVED SURFACES BOTH ON AND OFFSITE ON A DAILY BASIS (INCIDENTAL).
- MINIMIZE DUST FROM CONSTRUCTION OPERATIONS BY PROVIDING WATER OR OTHER APPROVED METHOD ON A DAILY BASIS (INCIDENTAL).

ABBREVIATIONS

- BV BUTTERFLY VALVE
- CL CENTER LINE
- CL CLASS
- CMP CORRUGATE METAL PIPE
- CY CUBIC YARD
- DIP DUCTILE IRON PIPE
- EL/ELEV ELEVATION
- EX EXISTING
- FES FLARED END SECTION
- F/F FACE TO FACE
- FM FORCEMAIN
- GV GATE VALVE
- HDPE HIGH-DENSITY POLYETHYLENE
- HP HIGH POINT
- HWL HIGH WATER LEVEL
- HYD HYDRANT
- INV INVERT
- LF LINEAL FEET
- LP LOW POINT
- MH MANHOLE
- NWL NORMAL WATER LEVEL
- PVC POLYVINYL CHLORIDE
- R RADIUS
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- STA STATION
- SY SQUARE YARD
- TNH TOP NUT HYDRANT
- TYP TYPICAL
- WM WATERMAIN

EXISTING SYMBOLS/LINES LEGEND

- STORM SEWER FLARED END SECTION
- STORM SEWER CATCH BASIN/MANHOLE
- STORM SEWER
- SANITARY MANHOLE
- SANITARY SEWER
- FORCE MAIN
- WATER VALVE
- HYDRANT
- WATER MAIN
- CONTOUR MINOR
- CONTOUR MAJOR
- PROPERTY LINE
- APPROXIMATE TREE LINE
- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB
- FENCE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRICAL
- OVERHEAD UTILITY
- UTILITY POLE
- GUY WIRE
- LIGHT POLE
- UNDERGROUND TELEVISION
- OVERHEAD TELEVISION
- UNDERGROUND TELEPHONE
- UNDERGROUND COMMUNICATION
- EDGE OF PAVEMENT
- SIGN
- MAILBOX
- GUARD POST
- PROPERTY IRON

PROPOSED SYMBOLS/LINES LEGEND

- STORM SEWER FLARED END SECTION
- RIP RAP
- STORM SEWER CATCH BASIN/MANHOLE
- STORM SEWER
- DRAIN TILE
- RETAINING WALL
- CONTOUR MINOR
- CONTOUR MAJOR
- SPOT ELEVATION
- BITUMINOUS
- CONCRETE

REMOVAL SYMBOLS/LINES LEGEND

- PAVEMENT REMOVAL
- REMOVE CURB & GUTTER
- TREE REMOVAL

EROSION CONTROL SYMBOLS/LINES LEGEND

- SEEDING AND PLANTINGS
- EROSION CONTROL BLANKET W/ SEEDING AND PLANTINGS
- SILT FENCE
- FLOTATION SILT CURTAIN
- CULVERT PROTECTION
- INLET PROTECTION
- BIOROLL

#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

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CONSTRUCTION

PRIME CONSULTANT

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PROJECT TITLE
**METHODIST HOSPITAL
FLOODPLAIN MITIGATION**

PARK NICOLLET

SHEET TITLE			
LEGEND AND GENERAL NOTES			
DWN BY MJS	CHK'D	APP'D	DWG DATE APRIL 2016
PROJECT NO.	SHEET NO.	SCALE AS SHOWN	
G-102		REV NO.	




#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

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PROJECT TITLE
METHODIST HOSPITAL FLOODPLAIN MITIGATION

PARK NICOLLET

SHEET TITLE			
EXISTING CONDITIONS AND REMOVAL PLAN			
DWN BY	CHK'D	APP'D	DWG DATE
MJS			APRIL 2016
PROJECT NO.	SHEET NO.	SCALE	
		AS SHOWN	
		REV NO.	
		C-101	

Party Responsible for Long Term Operation and Maintenance of the Site - OWNER
 Park Nicollet
 6500 Excelsior Blvd
 St. Louis Park, MN 55426
 Robert Riesselman, Director of Engineering
 (612) 381-4824
 robert.riesselman@parknicollet.com

Party Responsible for Implementation of the SWPPP - CONTRACTOR (TBD)

Construction Dates: Winter 2016 - Spring 2017

Surface Area Tabulation

Total Disturbed Area	1.0 acres
Existing Impervious Area	0.2 acres
Proposed Impervious Area	0.2 acres
Net Impervious Area	0.0 acres

Project Description

This project consists of flood improvements and wetland enhancement associated with Park Nicollet Methodist Hospital. Major earth-disturbing activities will include excavating and reshaping the existing wetland, and grading channels to connect a proposed outfall (by others) to the existing pond/wetland. A detailed seeding and planting plan provides for establishment of new vegetation on areas disturbed by construction and will improve vegetative diversity and habitat on the site.



EROSION AND SEDIMENT CONTROL PRACTICES

All exposed soil areas must have temporary erosion protection (erosion control blanket, mulch, seed) as soon as possible or within 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

CONTRACTOR shall implement appropriate construction phasing, vegetative buffer strips, and other construction practices that minimize erosion when practical. The normal wetted perimeter of any temporary or permanent drainage ditch that drains water from the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge to any surface water. Stabilization must be completed within 24 hours of connecting to a surface water. Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.

The following measures will be taken as sediment control practices in order to minimize sediments from entering surface waters:

1. Installation of flotation silt curtain in the locations shown on Sheet C-202 prior to site disturbance. Flotation silt curtain shall be installed as shown on Sheet C-801.
2. Installation of inlet protection in the locations shown on Sheet C-202 prior to site disturbance. Inlet protection shall be installed as shown on Sheet C-801 to prevent sediment from entering the storm sewer.
3. Construction of rock construction entrance in the location shown on Sheet C-202. Rock construction entrance shall be installed as shown on Sheet C-801 to prevent tracking of sediment offsite.
4. Street sweeping of tracked sediment when necessary.

Temporary Sediment Basin

It is not expected that 5 or more acres draining to a single point will be disturbed at one time, so a sedimentation basin is not required.

Dewatering

Turbid or sediment-laden water must be discharged to an onsite sedimentation basin, or treated with the appropriate BMPs, such that discharge does not adversely affect the receiving water. Ensure that discharge points are adequately protected from erosion and scour. CONTRACTOR responsible to develop and submit dewatering plan to engineer, secure any required permits, and comply with permits.

Final Stabilization

All areas disturbed by construction will be stabilized by installing erosion control blanket and receive seed according to the plans and specifications and within the specified vegetative time schedule.

Final stabilization will occur when the site has a uniform vegetative cover with a density of 70% over the entire disturbed area. All temporary synthetic erosion prevention and sediment control BMPs (such as silt fence) must be removed as part of the site final stabilization. All sediment must be cleaned out of conveyances and temporary sedimentation basins if applicable.

Notice of Termination (NOT) must be submitted within 30 days of final stabilization. Before Termination, revegetation establishment and coverage must meet the permit requirements.

Pollution Prevention Measures

Solid Waste

Solid waste, including but not limited to, collected asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other waste must be disposed of properly and must comply with MPCA disposal requirements.

Hazardous Materials

Hazardous materials, including but not limited to oil, gasoline, paint and any hazardous substance must be properly stored including secondary containments, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.

Washing of Construction Vehicles

External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.

Concrete Washout Area

The contractor shall provide effective containment for all liquid and solid wastes generated by washout operations to prevent runoff to surface waters. Liquid and solid wastes must be disposed of properly in compliance with MPCA rules.

Amendments

Amend the SWPPP as necessary to address any changes in design, construction, operation, maintenance, weather or seasonal conditions that have a significant effect on discharge of pollutants to surface or underground waters; or to address concerns identified during inspections or investigations by OWNER or MPCA.

Record Retention

The SWPPP, all changes to it, and inspection and maintenance records must be kept on-site during construction. The OWNER must retain a copy of the SWPPP along with the following records for three (3) years after submittal of the Notice of Termination.

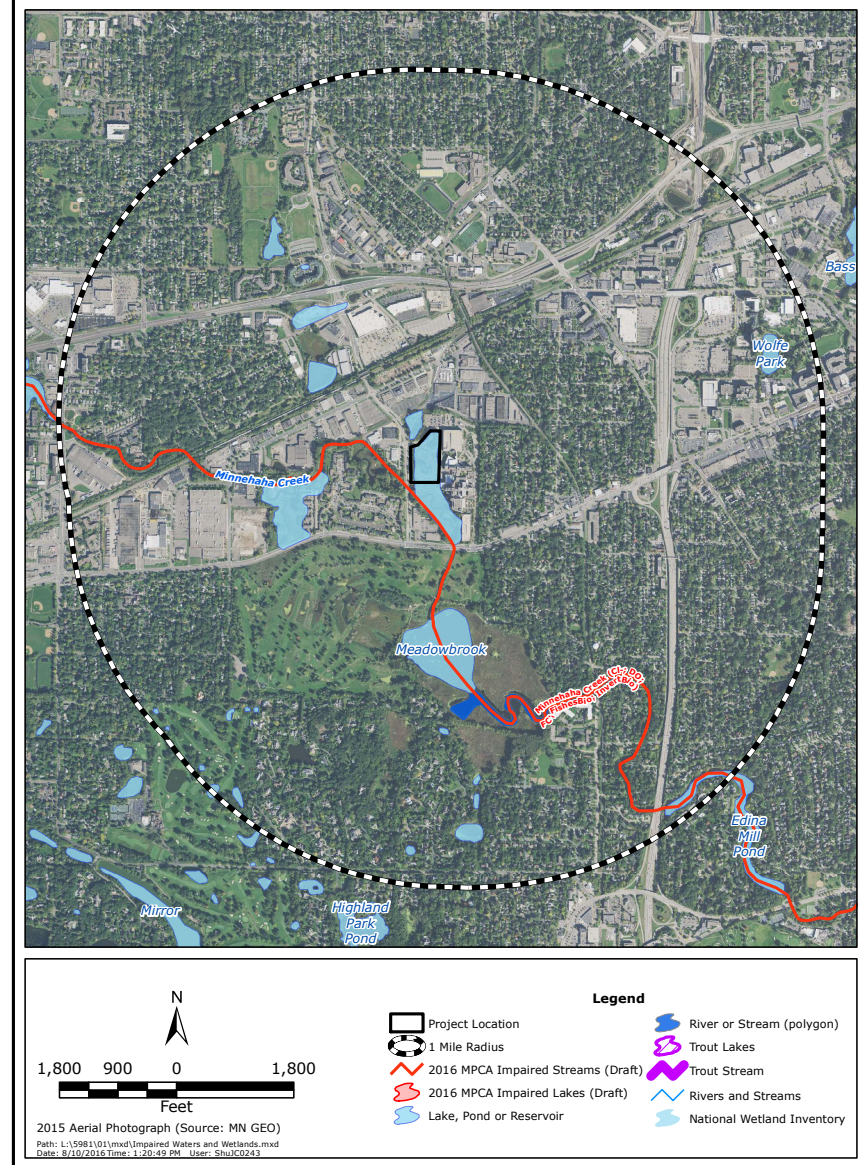
1. Any other permits required for the project;
2. Records of all inspection and maintenance conducted during construction;
3. All permanent operations and maintenance agreements that have been implemented, including all right of way, contract, covenants and other binding requirements regarding perpetual maintenance; and
4. All required calculations for design of the temporary and permanent stormwater management systems.

Inspections

The inspection log will be completed by the CONTRACTOR for the construction site. Inspections at the site will be completed as follows:

- Once every seven (7) days during active construction and, Within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.

The individual performing inspections must be trained as required by part IV.E of the Permit. CONTRACTOR to provide OWNER with proof of training. Inspections must include stabilized areas, erosion prevention and sediment control BMPs, and infiltration areas. Corrective actions must be identified and date of correction must be noted as identified in Section IV.E. of the Permit.



IMPAIRED WATERS, SPECIAL WATERS, AND WETLANDS

This Project is not located within 1 mile of a special water.

This Project is located within 1 mile of an impaired water (figure above):

Minnehaha Creek, impaired for Cl-, DO, FC, FishesBio, InvertBio.

Because of the proximity of the project to an impaired water during construction all exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

ESTIMATED EROSION CONTROL QUANTITIES

Material	Quantity
Seed Mix BWSR 34-181	5 lb/acre x 0.6 acres = 3 LBS
Seed Mix BWSR 34-261	31.5 lb/acre x 0.7 acres = 22.1 LBS
Erosion Control Blanket	2250 SY
Inlet Protection	3 EA
Rock Construction Entrance	1 EA
Flotation Silt Curtain	100 LF

CERTIFICATION
 In accordance with Part III.A.2 of the General Permit Authorization to Discharge Stormwater Associated with Construction Activity under the NPDES, the preparer of this document was trained under the University of Minnesota Erosion and Sediment Control Certification Program. Mr. Louis Sigtermans' certification in Design of SWPPP is valid through May 31, 2017.

UNIVERSITY OF MINNESOTA

Louis H Sigtermans
 Minneapolis, MN

Design of Construction SWPPP
 (May 31, 2017)

#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

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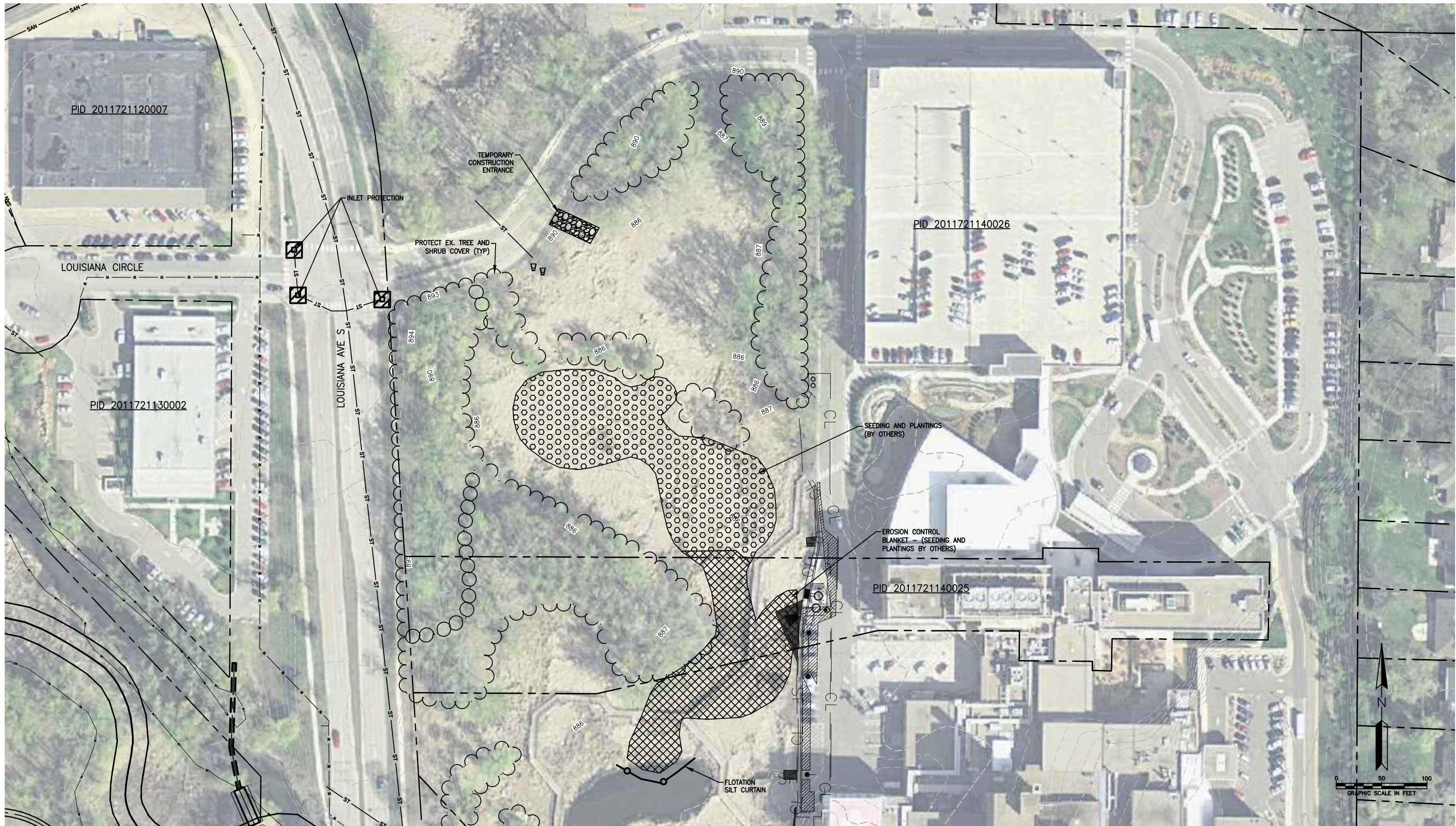
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PROJECT TITLE
**METHODIST HOSPITAL
 FLOODPLAIN MITIGATION**

PARK NICOLLET

SHEET TITLE
SWPPP

DWN BY	CHK'D	APP'D	DWG DATE	APRIL 2016
MJS			SCALE	AS SHOWN
PROJECT NO.	SHEET NO.	REV NO.		
	C-201			




#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

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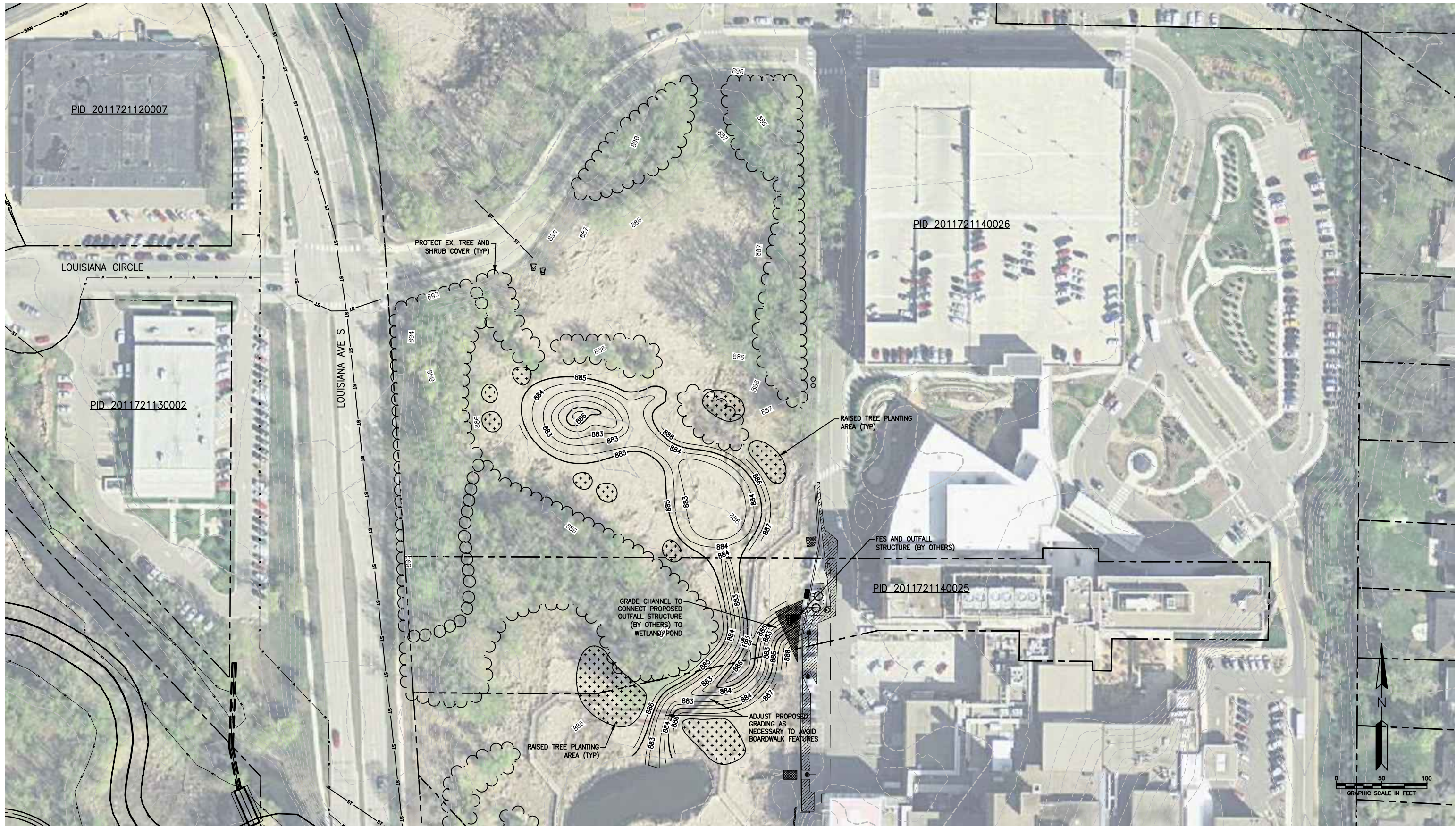


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PROJECT TITLE
METHODIST HOSPITAL FLOODPLAIN MITIGATION

PARK NICOLLET

SHEET TITLE			
EROSION CONTROL PLAN			
DWN BY	CHK'D	APP'D	DWG DATE
MJS			APRIL 2016
PROJECT NO.	SHEET NO.	SCALE	
		AS SHOWN	
		REV NO.	
		C-202	



RAISED TREE PLANTING AREAS NOTES:


1. AREAS ARE SHOWN AS APPROXIMATE LOCATION OF WHERE THE EXISTING GRADE WOULD BE RAISED (NOT TO EXCEED 887') AND TREES PLANTED IN ACCORDANCE WITH THE PLANTING PLAN.
2. AREAS SHALL BE CONSTRUCTED WITH SLOPES NOT STEEPER THAN 8H:1V.
3. ONLY ON-SITE SOILS SHALL BE USED TO CREATE THE RAISED AREA.

#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

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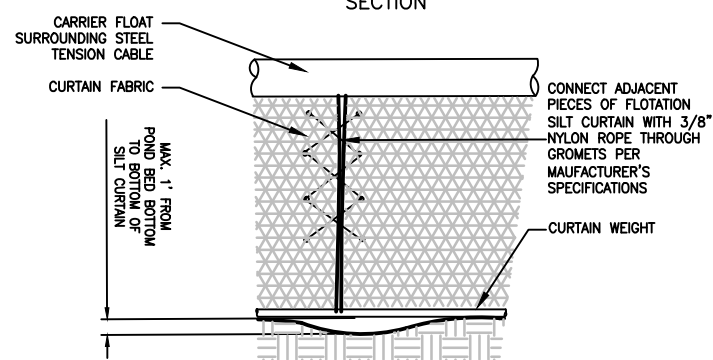
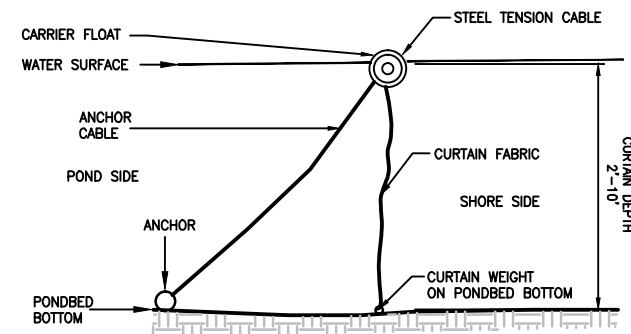


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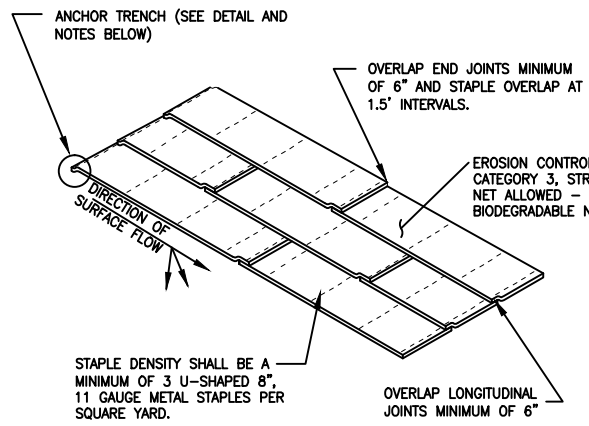
PROJECT TITLE
**METHODIST HOSPITAL
FLOODPLAIN MITIGATION**

PARK NICOLLET

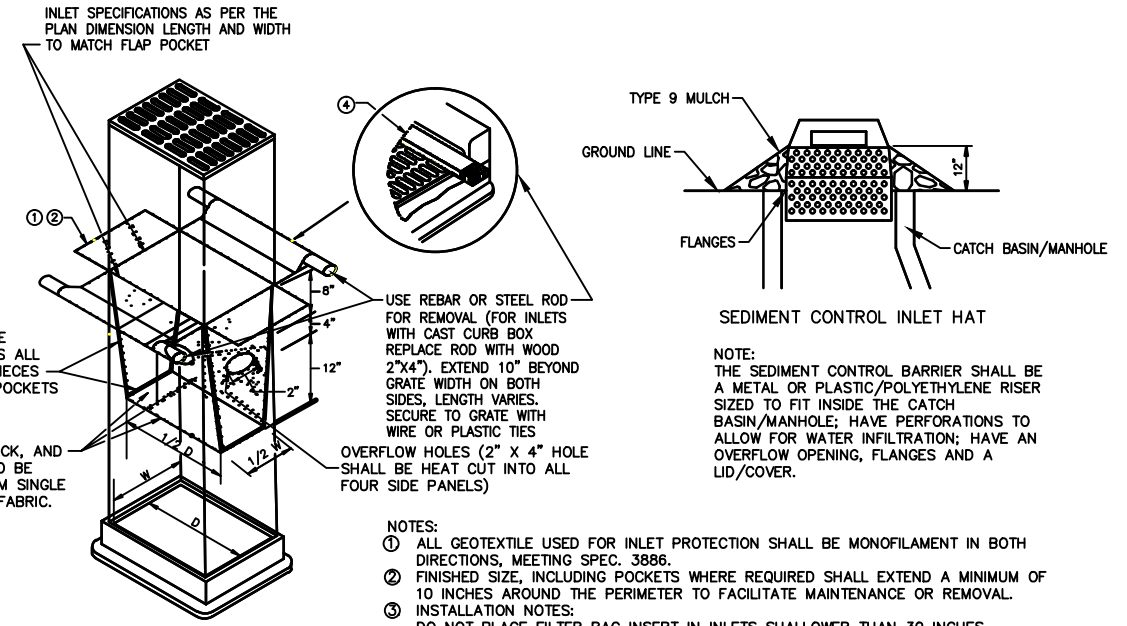
SHEET TITLE GRADING PLAN			
DWN BY MJS	CHK'D	APP'D	DWG DATE APRIL 2016
PROJECT NO.	SHEET NO.	SCALE AS SHOWN	
C-301		REV NO.	



FLOTATION SILT CURTAIN DETAIL 1
NOT TO SCALE C-801

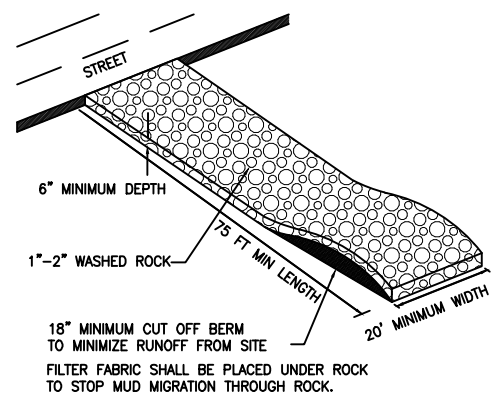


EROSION CONTROL BLANKET DETAIL 2
NOT TO SCALE C-801

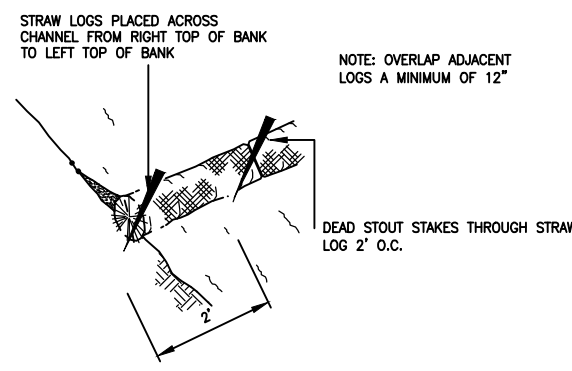


- NOTES:**
- ① ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING SPEC. 3886.
 - ② FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
 - ③ INSTALLATION NOTES:
DO NOT PLACE FILTER BAG INSERT IN INLETS SHALLOWER THAN 30 INCHES, MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. THE PLACED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE OF 3 INCHES BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES. WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3 INCH SIDE CLEARANCE.
 - ④ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2"x4" OR USE A ROCK SOCK OR SAND BAGS IN PLACE OF THE FLAP POCKETS.

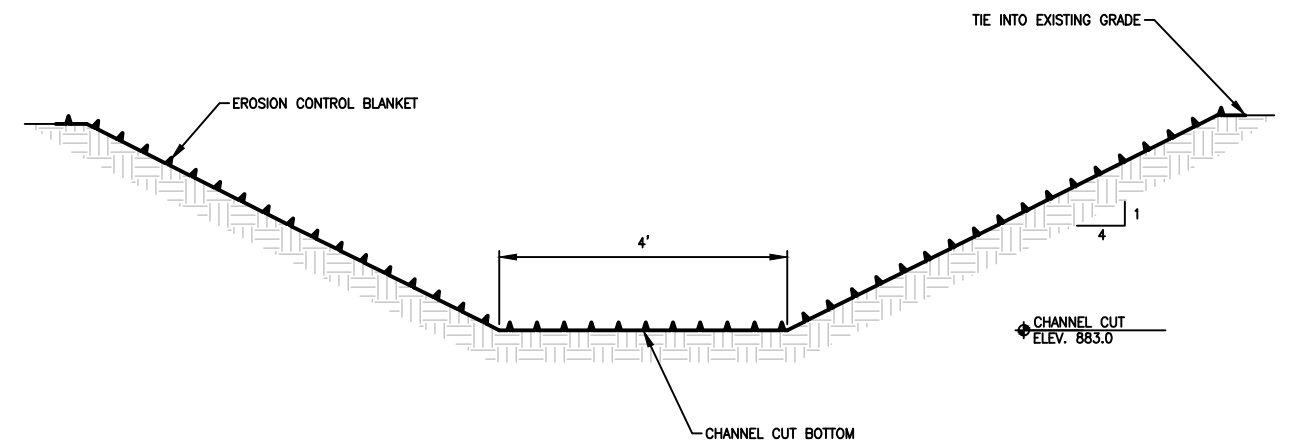
INLET PROTECTION DETAIL 3
NOT TO SCALE C-801



TEMPORARY CONSTRUCTION ENTRANCE 4
NOT TO SCALE C-801



BIOROLL DETAIL 5
NOT TO SCALE C-801



TYPICAL CHANNEL CROSS SECTION 6
NOT TO SCALE C-801

#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

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PROJECT TITLE		METHODIST HOSPITAL FLOODPLAIN MITIGATION	
PROJECT NO.		PARK NICOLLET	
DWN BY	CHK'D	APP'D	DWG DATE
MJS			APRIL 2016
SCALE		AS SHOWN	
SHEET NO.		C-801	
REV NO.			

SHEET TITLE			
DETAILS			
DWN BY	CHK'D	APP'D	DWG DATE
MJS			APRIL 2016
SCALE		AS SHOWN	
SHEET NO.		C-801	
REV NO.			

EXHIBIT B
Grading Plan



RAISED TREE PLANTING AREAS NOTES:


1. AREAS ARE SHOWN AS APPROXIMATE LOCATION OF WHERE THE EXISTING GRADE WOULD BE RAISED (NOT TO EXCEED 887') AND TREES PLANTED IN ACCORDANCE WITH THE PLANTING PLAN.
2. AREAS SHALL BE CONSTRUCTED WITH SLOPES NOT STEEPER THAN 8H:1V.
3. ONLY ON-SITE SOILS SHALL BE USED TO CREATE THE RAISED AREA.

#	DESCRIPTION	XXX	XXX	XX/XX/XX
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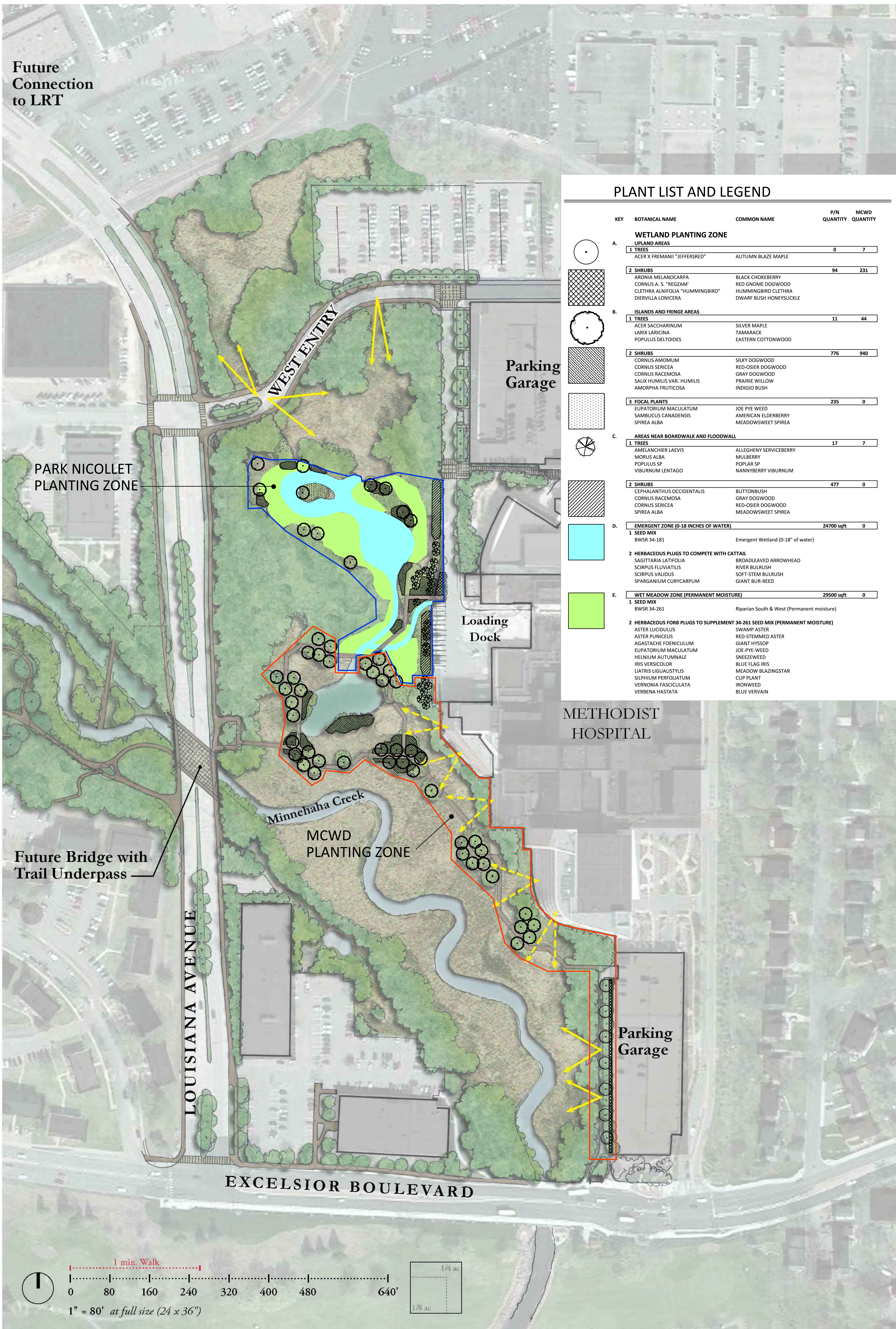
PROJECT TITLE
**METHODIST HOSPITAL
FLOODPLAIN MITIGATION**

PARK NICOLLET

SHEET TITLE GRADING PLAN			
DWN BY MJS	CHK'D	APP'D	DWG DATE APRIL 2016
PROJECT NO.	SHEET NO.	SCALE AS SHOWN	
C-301		REV NO.	

EXHIBIT C
Planting Plan

Future Connection to LRT



PLANT LIST AND LEGEND

KEY	BOTANICAL NAME	COMMON NAME	P/N QUANTITY	MCWD QUANTITY
WETLAND PLANTING ZONE				
A. UPLAND AREAS				
1	TREES		0	7
	ACER X FREMANII "JEFFERSRED"	AUTUMN BLAZE MAPLE		
2	SHRUBS		94	231
	ARONIA MELANOCARPA	BLACK CHOKEBERRY		
	CORNUS A. S. "REGZAM"	RED GNOME DOGWOOD		
	CLETHRA ALNIFOLIA "HUMMINGBIRD"	HUMMINGBIRD CLETHRA		
	DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE		
B. ISLANDS AND FRINGE AREAS				
1	TREES		11	44
	ACER SACCHARINUM	SILVER MAPLE		
	LARIX LARICINA	TAMARACK		
	POPULUS DELTOIDES	EASTERN COTTONWOOD		
2	SHRUBS		776	940
	CORNUS AMOMUM	SILKY DOGWOOD		
	CORNUS SERICEA	RED-OSIER DOGWOOD		
	CORNUS RACEMOSA	GRAY DOGWOOD		
	SALIX HUMILIS VAR. HUMILIS	PRAIRIE WILLOW		
	AMORPHA FRUTICOSA	INDIGIO BUSH		
3	FOCAL PLANTS		235	0
	EUPATORIUM MACULATUM	JOE PYE WEED		
	SAMBUCUS CANADENSIS	AMERICAN ELDERBERRY		
	SPIREA ALBA	MEADOWSWEET SPIREA		
C. AREAS NEAR BOARDWALK AND FLOODWALL				
1	TREES		17	7
	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY		
	MORUS ALBA	MULBERRY		
	POPULUS SP	POPLAR SP		
	VIBURNUM LENTAGO	NANNYBERRY VIBURNUM		
2	SHRUBS		477	0
	CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH		
	CORNUS RACEMOSA	GRAY DOGWOOD		
	CORNUS SERICEA	RED-OSIER DOGWOOD		
	SPIREA ALBA	MEADOWSWEET SPIREA		
D. EMERGENT ZONE (0-18 INCHES OF WATER)				
1	SEED MIX		24700 sqft	0
	BWSR 34-181	Emergent Wetland (0-18" of water)		
2	HERBACEOUS PLUGS TO COMPETE WITH CATTAIL			
	SAGITTARIA LATIFOLIA	BROADLEAVED ARROWHEAD		
	SCIRPUS FLUVIATILIS	RIVER BULRUSH		
	SCIRPUS VALIDUS	SOFT-STEM BULRUSH		
	SPARGANIUM CURYCARPUM	GIANT BUR-REED		
E. WET MEADOW ZONE (PERMANENT MOISTURE)				
1	SEED MIX		29500 sqft	0
	BWSR 34-261	Riparian South & West (Permanent moisture)		
2	HERBACEOUS FORB PLUGS TO SUPPLEMENT 34-261 SEED MIX (PERMANENT MOISTURE)			
	ASTER LUCIDULUS	SWAMP ASTER		
	ASTER PUNICEUS	RED-STEMMED ASTER		
	AGASTACHE FOENICULUM	GIANT HYSSOP		
	EUPATORIUM MACULATUM	JOE-PYE-WEED		
	HELIUM AUTUMNALE	SNEEZEWEED		
	IRIS VERSICOLOR	BLUE FLAG IRIS		
	LIATRIS LIQUALISTYLIS	MEADOW BLAZINGSTAR		
	SILPHIUM PERFOLIATUM	CLIP PLANT		
	VERNONIA FASCICULATA	IRONWEED		
	VERBENA HASTATA	BLUE VERVAIN		

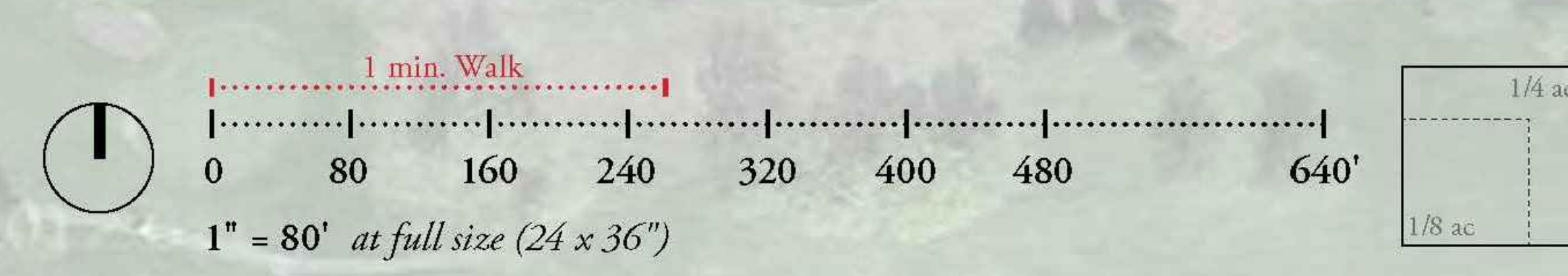


EXHIBIT D

Easement

EASEMENT

On the Property of Park Nicollet Health Services
Hennepin County, Minnesota

Legal description of Burdened Property:
Attachment A

THIS EASEMENT is entered into by and between Park Nicollet Health Services, a Minnesota non-profit corporation and subsidiary of Health Partners ("Owner"), and the Minnehaha Creek Watershed District (MCWD), a special-purpose governmental body established under and with authorities specified at Minnesota Statutes Chapters 103B and 103D (together, the "Parties").

WITNESS:

A. Owner owns in fee simple certain described real property located riparian to Minnehaha Creek at 6500 Excelsior Blvd., St. Louis Park, Hennepin County, Minnesota that, with adjacent described property, forms the campus of Park Nicollet - Methodist Hospital (the "Burdened Property").

B. Pursuant to a cooperative agreement between the Parties dated *[date]* ("Agreement"), Owner constructed the North Site Floodplain Management and Wetland Enhancement Project to create flood storage volume within the Minnehaha Creek floodplain to compensate for floodwall construction; ecologically enhance riparian wetland; and connect wetlands with existing boardwalk features.

C. The Agreement provides that Owner will convey to the MCWD a perpetual easement that allows the MCWD to manage, maintain and enhance wetland resources on the Burdened Property.

THEREFORE, for one dollar and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Owner conveys and warrants to the MCWD and the MCWD accepts an Easement on the Burdened Property, as specifically set forth herein.

1. Easement Description. The Easement encompasses that part of the Burdened Property legally described in Attachment B and delineated as the "Easement Area" on the site plan at Attachment C, each as attached and incorporated herein. In the event of conflict, the legal description controls.

2. MCWD's Easement Rights. Owner conveys to the MCWD the right in perpetuity to enter and occupy the Easement Area and to engage in the following actions within the Easement Area:

a. Plant and manage vegetation in accordance with the vegetation management plan attached hereto as Attachment D and incorporated herein.

b. Modify lands by removing surface vegetation, brush and trees; and by dredging, grading, filling and shaping; with the MCWD retaining right, title and interest in any excess spoils.

c. Direct, redirect and otherwise manage surface water flows. This does not include the right to increase flood elevation, or to drain or redirect surface flows, on or across any lands outside of the Easement Area.

d. Place rock, bioengineered elements and fabricated structures for the purposes of stabilizing the bed and banks of wetlands and surface waters and managing flows.

e. To perform the actions authorized in this section 2, the MCWD and its authorized representatives, contractors and subcontractors may enter and occupy the Easement Area for purposes including but not limited to site inspection and testing; equipment staging and use; materials stockpiling; and the placement and maintenance of erosion and sedimentation control measures.

Actions by the MCWD under this section 2, except for actions under paragraph 2.a and incidental thereto, require timely and good faith prior consultation with Owner.

3. Owner's Reserved Rights. Owner reserves all rights and privileges associated with ownership of the Burdened Property except as expressly withheld by this section 3.

a. Owner will not perform or knowingly allow others to perform actions within the Easement Area that would materially impair or interfere with the MCWD's ability to exercise its rights under this Easement.

- b. Owner will not construct or install within the Easement Area a permanent or temporary structure, surface or improvement of any kind, except with the prior written approval of the MCWD based on a finding that the structure, surface or improvement is intended to enhance the experience of, and will not injure, the natural resource. Owner will not within the Easement Area install a new utility system or expand an existing utility system including, without limitation, water, sewer, power, fuel, communications and data lines and related facilities, without the prior written approval of and in accordance with terms specified by the MCWD.
- c. Owner will not dump, dispose or otherwise place refuse, brush or other waste material within the Easement Area.
- d. Owner will not within the Easement Area remove, destroy, cut, mow or otherwise alter vegetation, or apply fertilizers, herbicides or pesticides, except as reasonably required to prevent or control infestation, noxious weeds, disease, fire, personal injury or material property damage, or to improve hydrology or ecology within or associated with the Easement Area, in each case in accordance with Attachment D. Any action permitted hereunder requires timely and prior good faith consultation with the MCWD.
- e. Owner will not alter surface soils or vegetation within the Easement Area, including without limitation filling, excavating or removing soil, sand, gravel, rocks or other material, except as incidental to an action under paragraph 3.d.
4. No Public Access Granted. Nothing in this Easement authorizes any public right of access onto the Burdened Property.
5. Owner's Warranty. Owner warrants to MCWD as follows:
- a. Authority to Convey. Owner has the full power to convey this Easement according to its terms. This conveyance does not constitute a default under any indenture, agreement, mortgage or other instrument to which either Owner is a party and does not contravene any law to which either Owner is subject.
- b. Pending Actions. No action, suit or proceeding at law or in equity, administratively or otherwise, has been instituted or threatened that affects the Easement Area.
- c. Liens. No lien for services or materials (mechanic's or materialmen's lien) affects the Easement Area.

d. Hazardous Materials. Owner has not handled, stored or disposed of any hazardous material on or affecting the Easement Area in violation of any federal, state or local law, and to the best of Owner's knowledge no prior owner, tenant, occupant or licensee of the Burdened Property has handled, stored or disposed of any hazardous material on or affecting the Easement Area in violation of any federal, state or local law. For the purpose of this paragraph, "hazardous material" means any asbestos, urea-formaldehyde foamed-in-place insulation, polychlorinated biphenyl, petroleum, crude oil or any other hazardous pollutant, waste, material or substance as defined in the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Resource Conservation and Recovery Act of 1976, as amended, or the Minnesota Environmental Response and Liability Act, as amended.

6. Regulatory Authorities Not Affected. This Easement does not replace or diminish the regulatory authority of any federal, state or local public body, including the MCWD, as it may apply to the Burdened Property or any activity on it.

7. Property Transfer. Within fifteen (15) days of a transfer of all or any part of a fee interest in the Burdened Property, Owner will give the MCWD written notice thereof, provided that the MCWD shall have no right to prevent Owner's transfer of the Burdened Property to any third party by sale, rental, lease or otherwise.

8. Ownership Obligations. Owner retains all financial obligations and bears all costs and liabilities of any kind accruing from the fee ownership of the Burdened Property. Owner will pay all taxes and assessments levied against the Burdened Property. The MCWD may, but is not obligated to, make any payment of taxes or assessments levied against the Burdened Property in place and on behalf of Owner and will be reimbursed by Owner for such amounts.

9. Indemnification. The MCWD holds harmless and will defend and indemnify Owner, its successors and assigns, from and against any and all suits, actions, causes of actions, proceedings, claims, costs and damages (including reasonable attorney fees, which does not include attorney fees incurred by Owner during the time that the MCWD has retained an attorney to provide a defense to Owner) to the extent resulting from a negligent or willful action by the MCWD or its representative, contractor or subcontractor. Owner holds harmless and will defend and indemnify the MCWD, its managers and employees, and the successors and assigns of each, from and against any and all suits, actions, causes of actions, proceedings, claims, costs and damages (including reasonable attorney fees, which does not include attorney fees incurred by the MCWD during the time that Owner has retained an attorney to provide a defense to the MCWD) to the extent

resulting from a negligent or willful action by Owner or its representative, contractor or subcontractor.

10. Insurance. Owner and the MCWD each remains solely responsible to maintain liability and other insurance for its own uses of and authority over the Burdened Property.

11. Acts Beyond Party's Control. A party will not exercise its right of enforcement against the other party for injury or alteration to the Burdened Property resulting from: (a) 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; or (b) any prudent action taken by the party under emergency conditions to prevent, abate or mitigate significant injury or alteration resulting from such a cause.

12. Notices. Any notice or other communication that either party must give to the other will be in writing and delivered to the following address or such other address as either party designates by written notice to the other:

OWNER

MCWD

Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka MN 55345

Re: Park Nicollet Wetland Restoration

13. Miscellaneous. All recitations are a part of this agreement. This Easement is governed by the laws of the State of Minnesota. This Easement sets forth the entire agreement of the Parties and supersedes all prior discussions and agreements. The Parties may amend this Easement only by a writing duly executed by both Parties. The terms of this Easement bind and benefit the Parties and their respective successors and assigns, and runs in perpetuity with the Burdened Property. The MCWD bears the cost of duly registering this Easement at the Hennepin County Office of Property Records.

OWNER
Park Nicollet Health Services

By: [name & title]

Date:

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2016, by _____ as _____ of Park Nicollet Health Services.

Notary Public

MINNEHAHA CREEK WATERSHED DISTRICT

Sherry Davis White, President

Date:

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2016, by Sherry Davis White as President of the Minnehaha Creek Watershed District.

Notary Public

This document prepared by:
Smith Partners P.L.L.P.
400 Second Avenue South
Suite 1200
Minneapolis MN 55401

ATTACHMENT A to EXHIBIT D
LEGAL DESCRIPTION OF BURDENED PROPERTY

Certificate of Title

Certificate Number: 569337

Transfer from: 222724

Originally registered October 3, 1939 Volume: 214, Certificate No: 67343, District Court No: 4745

State of Minnesota

County of Hennepin

}

S.S.

Registration

This is to certify that

Methodist Hospital a Minnesota corporation , whose address is 916 - 15th Street, Minneapolis, Minnesota
is now the owner of an estate in fee simple

In the following described land situated in the County of Hennepin and State of Minnesota:

Par 1: That part of the Northeast Quarter of the Northeast Quarter of Section 20, Township 117, Range 21, described as follows:

Commencing at the Southeast corner of said Northeast Quarter of Northeast Quarter; thence North to a point 90 feet South of the South line of Calhoun Street; thence West parallel with the South line of Calhoun Street and the same extended, to a point 111 feet West of the East line of Section 20, the actual point of beginning of the land to be described; thence continuing West on said parallel line to the West line of Mound St., extended; thence North along said line and the West line of Mound St. 202.5 feet; thence West parallel with the extension of the South line of Calhoun St., 644.9 feet to the Southeasterly line of right of way of the Chicago, Milwaukee and St. Paul Railway Co.; thence Southwesterly along said right of way line to the West line of the Northeast Quarter of the Northeast Quarter of said Section; thence South to the Southwest Corner of the Northeast Quarter of the Northeast Quarter; thence East along the South line of said Northeast Quarter of Northeast Quarter of said Section to the point of intersection with a line running parallel with the East line of said Section from the actual point of beginning; thence North along said parallel line to the actual point of beginning.

Par 2: The Southeast Quarter of the Northeast Quarter and that part of the North 1/2 of the Southeast Quarter which lies North of the center line of Excelsior Boulevard, Section 20, Township 117, Range 21 excepting therefrom that part which lies East of a line described as follows:

Commencing at a point on the East line of said Section 90 feet South of the South line of Calhoun Street; thence West parallel with the South line of Calhoun Street and the same extended to a point 111 feet West of the East line of said Section the actual point of beginning of the line to be described; thence South parallel with the East line of Section 20 to the center line of Excelsior Boulevard and except that part lying Southerly and Westerly of a line drawn from a point in the West line of the Southeast Quarter of the Northeast Quarter distant 425 feet South of the Northwest corner thereof to a point in the South line of said Southeast Quarter of the Northeast Quarter distant 480 feet West of the Southeast corner thereof; thence along said line projected Southeasterly to the intersection with a line drawn 411 feet West of, measured at a right angle to and parallel with the East line of the North 1/2 of the Southeast Quarter; thence South along last said parallel line to the center line of Excelsior Boulevard and there terminating.

Subject to a power line easement over a strip of land 35 feet in width as set forth in the record, Book 1045 of Deeds, page 41, the center line of which strip was described as follows, to wit: Beginning at a point 17 1/2 feet West of the Southeast corner of said Section 20, thence North parallel to East section line and equidistant therefrom to the South line of Excelsior Boulevard sometimes called Hopkins Road; thence Northwesterly to a point on the North line of said Excelsior Boulevard 128 1/2 feet West of said East section line; thence North and parallel to said section line to a point 128 1/2 feet West of said Section line and 14 feet South of the South line of said Lot 14, Block 78, in the Village of St. Louis Park all as shown by plat on file herein of which a certified copy shall be filed with the Registrar of Titles;

ATTACHMENT B to EXHIBIT D
LEGAL DESCRIPTION OF EASEMENT

ATTACHMENT B TO EXHIBIT D

LEGAL DESCRIPTION OF EASEMENT

Methodist Hospital - Easement A

That part of Parcels 1 and 2 as described in Certificate of Title 569337, being parts of the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 20, Township 117, Range 21, Hennepin County, Minnesota, which lies easterly of the east line of the roadway easement described in Document No. 100838 and south westerly of the following described line:

Commencing at the East Quarter Corner of said Section 20; thence South 89 degrees 49 minutes 19 seconds West, along the south line of said Northeast Quarter of Section 20, a distance of 369.65 feet; thence South 0 degrees 22 minutes 43 seconds West a distance of 188.39 feet; thence South 37 degrees 35 minutes 19 seconds West a distance of 71.23 feet, more or less, to the west line of the east 411 feet of said Southeast Quarter of Section 20 and the point of beginning of the line to be described; thence North 37 degrees 35 minutes 19 seconds East a distance of 71.23 feet; thence North 0 degrees 22 minutes 43 seconds East a distance of 340.62 feet; thence North 36 degrees 00 minutes 11 seconds West a distance of 18.33 feet; thence North 0 degrees 48 minutes 17 seconds East a distance of 55.94 feet; thence North 74 degrees 32 minutes 31 seconds East a distance of 103.77 feet; thence 68.02 feet along a tangential curve concave to the northeast which has a radius of 52.00 feet and central angle of 74 degrees 57 minutes 00 seconds; thence North 0 degrees 24 minutes 29 seconds East a distance of 94.24 feet; thence North 75 degrees 01 minutes 37 seconds West a distance of 27.14 feet; thence North 10 degrees 24 minutes 00 seconds East a distance of 33.50 feet; thence North 89 degrees 29 minutes 32 seconds West a distance of 61.69 feet; thence 18.80 feet along a tangential curve concave to the northeast which has a radius of 12.00 feet and central angle 89 degrees 44 minutes 41 seconds; thence North 0 degrees 15 minutes 09 seconds East a distance of 91.75 feet; thence North 88 degrees 57 minutes 14 seconds West a distance of 20.70 feet; thence North 40 degrees 53 minutes 39 seconds West a distance of 120.82 feet; thence North 0 degrees 21 minutes 17 seconds East a distance of 36.23 feet; thence South 87 degrees 32 minutes 02 seconds West a distance of 9.77 feet; thence North 00 degrees 05 minutes 40 seconds West a distance of 231.84 feet; thence North 14 degrees 07 minutes 08 seconds East a distance of 38.11 feet; thence North 87 degrees 35 minutes 59 seconds East a distance of 17.76 feet; thence North 05 degrees 41 minutes 59 seconds West a distance of 96.99 feet; thence North 0 degrees 22 minutes 14 seconds East a distance of 424.84 feet; thence South 86 degrees 16 minutes 09 seconds West a distance of 5.88 feet; thence North 09 degrees 44 minutes 02 seconds West a distance of 11.30 feet; thence 32.19 feet along a tangential curve concave to the southwest which has a radius of 23.00 feet and central angle of 80 degrees 10 minutes 55 seconds; thence North 89 degrees 54 minutes 57 seconds West a distance of 50.57 feet; thence 197.79 feet along a tangential curve concave to the southeast which has a radius of 198.00 feet and central angle of 57 degrees 14 minutes 06 seconds; thence South 32 degrees 50 minutes 57 seconds West a distance of 115.97 feet; thence

72.05 feet along a tangential curve concave to the northwest which has a radius of 102.00 feet and central angle of 40 degrees 28 minutes 28 seconds; thence South 73 degrees 19 minutes 25 seconds West a distance of 112.16 feet, more or less, to said east line of the roadway easement described in Document No. 100838 and there terminating.

Methodist Hospital- Easement B

That part of Lot 1, Block 1, CREEK TERRACE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, which lies northeasterly of the following described line.

Commencing at the most northerly corner of said Lot 1; thence South 43 degrees 44 minutes 51 seconds East, along the northeast line of said Lot 1, a distance of 10.81 feet to the point of beginning of the line to be described; thence South 0 degrees 54 minutes 18 seconds West a distance of 145.38 feet; thence North 89 degrees 57 minutes 44 seconds East a distance of 113.88 feet; thence South 44 degrees 42 minutes 41 seconds East a distance of 29.73 feet; thence South 0 degrees 09 minutes 25 seconds West a distance of 97.07 feet; thence South 86 degrees 44 minutes 10 seconds East a distance of 120.17 feet, more or less, to said northeast line of Lot 1 and there terminating.

City of St. Louis Park

Existing Property Description:

The Park Area as dedicated on CREEK TERRACE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

And:

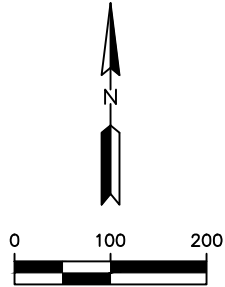
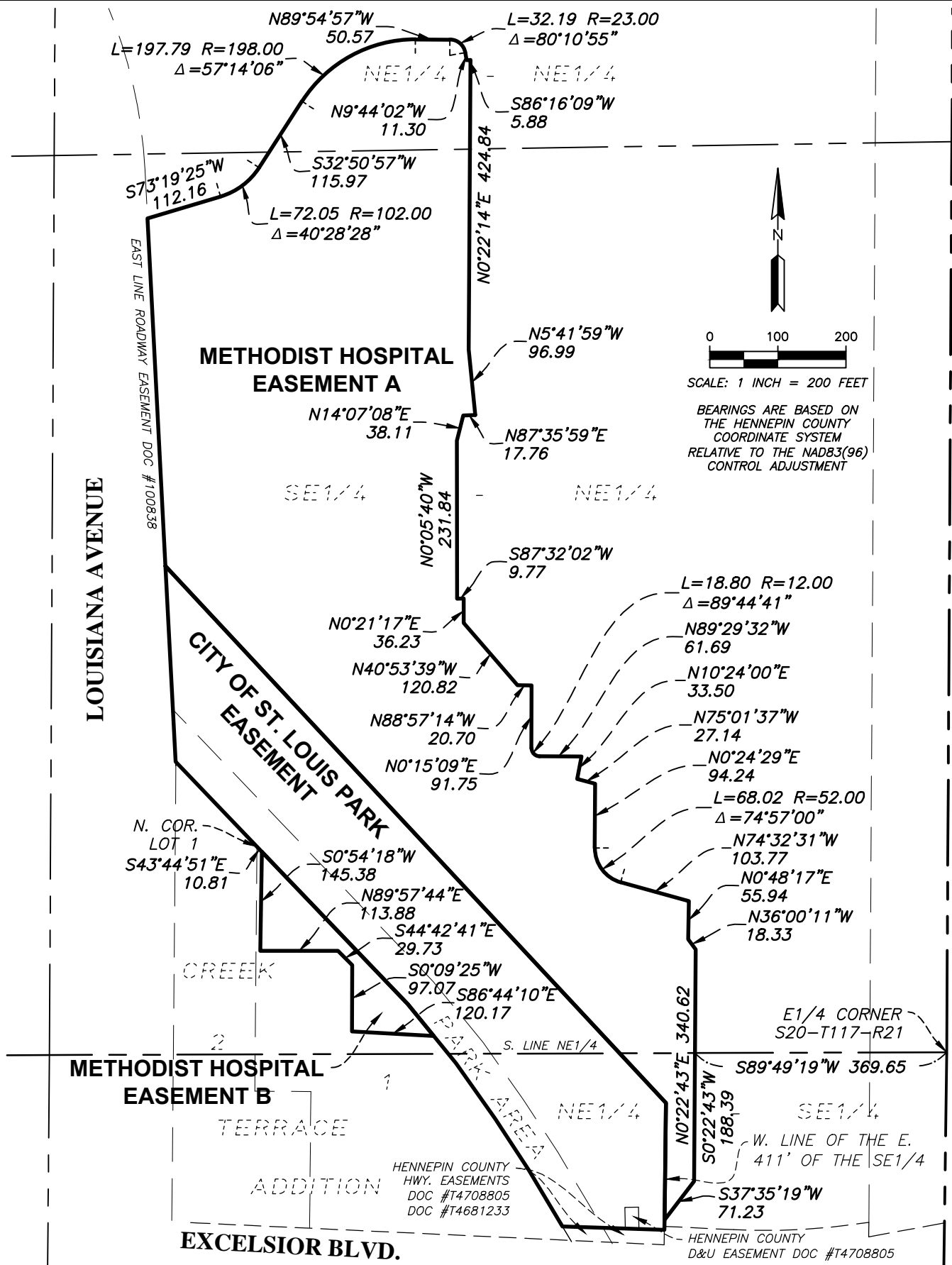
That part of the Southeast Quarter of the Northeast Quarter and that part of the North Half of the Southeast Quarter which lies north of the center line of Excelsior Boulevard, Section 20, Township 117, Range 21 excepting therefrom that part which lies east of a line described as follows: Commencing at a point on the east line of said Section 20, 90 feet south of the south line of Calhoun Street; thence west parallel with the south line of Calhoun Street and the same extended to a point 111 feet west of the east line of said Section 20 the actual point of beginning of the line to be described; thence South parallel with the east line of Section 20 to the center line of Excelsior Boulevard; and except that part lying south and west of Minnehaha Creek Channel

Which lies southerly and westerly of a line drawn from a point in the west line of the Southeast Quarter of the Northeast Quarter distant 425 feet south of the northwest corner thereof to a point in the south line of said Southeast Quarter of the Northeast Quarter distant 480 feet west of the southeast corner thereof; thence along said line projected southeasterly to the intersection with a line drawn 411 feet west of, measured at a right angle to and parallel with the east line of the North Half of the Southeast Quarter; thence south along last said parallel line to the center line of Excelsior Boulevard and there terminating.


Easement Description:

That part of the above described lands which lie easterly of the east line, and it's extensions, of the roadway easement described in Document No. 100838 and which lies northerly of the northerly line of the highway easements described in Documents T4681233 and T4708805.

ATTACHMENT C to EXHIBIT D
EASEMENT AREA



SCALE: 1 INCH = 200 FEET
 BEARINGS ARE BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM RELATIVE TO THE NAD83(96) CONTROL ADJUSTMENT

 Responsive partner. Exceptional outcomes.	PROJECT TITLE			
	EASEMENT EXHIBIT			
CLIENT NAME	DWN BY	CHK'D	APP'D	DWG DATE
MINNEHAHA CREEK WATERSHED DISTRICT	CNA	XXX	XXX	8/18/2016
	PROJECT NO.		SHEET NO.	
	0185-0036	1 OF 1		

ATTACHMENT D to EXHIBIT D
VEGETATION MANAGEMENT PLAN

ATTACHMENT D TO EXHIBIT D
VEGETATION MANAGEMENT PLAN
On the Property of Park Nicollet Health Services
Hennepin County, Minnesota

Under warranty vegetation maintenance, newly restored areas will be managed by the installation contractor for a period of two years. At the close of this warranty period, Minnehaha Creek Watershed District (MCWD) will work under a permanent easement to assume responsibility for the long-term vegetation management of areas within the easement on the Methodist Hospital campus. This plan governs MCWD vegetation management under the easement.

Specific vegetation management techniques are aligned with four major habitat zones present on the site and depicted on the attached zone map: the Emergent Zone, characterized by 0-18" of water, the Wet Meadow Zone, characterized by soils with permanent moisture, the Island and Fringe Zone, characterized by small focal areas that will serve as floodplain forest, and the Upland Zone, a linear area on the eastern portion of the site characterized by mesic soils. Historically, water levels on site have fluctuated widely with a high degree of bounce. Vegetation management will be adaptive to changing conditions and will be informed by annual meetings between MCWD and Park Nicollet staff. Annual meetings may also allow for mutual agreement to remove dead or dying trees that both parties determine to be unsightly or hazardous and where removal does not compromise the easement area.

1. Emergent Zone: Vegetation management will be focused on reducing invasive wetland vegetation present on the site including purple loosestrife, reed canary grass, and hybrid cattail in focal areas to provide improved sight lines. Objective will be to provide for establishment and expansion of native wetland plants to increase vegetation and habitat diversity and decrease invasive species cover in key areas. For efficiency, large areas of invasive wetland vegetation will be treated with broadcast herbicide approved for aquatic use. Invasive plant populations with an understory of desirable native plants will be hand-wicked with herbicide to prevent off-target damage. If moisture conditions permit, reed canary grass and hybrid cattail will be mowed in early to mid-May after plants have flowered, but prior to seed production. Plants will be allowed to resprout and treated with herbicide in mid-summer. A second mowing could occur in late summer followed by a fall cool-season herbicide application where control techniques were ineffective. Intensive early management would gradually be lessened as control measures decrease invasive species populations. MCWD staff may explore the option of using a biological control agent, beetles of the *Galerucella* genus, which has proven successful in significantly reducing populations of purple loosestrife.

2. Wet Meadow Zone: Vegetation management will be focused on reducing invasive vegetation present on the site including purple loosestrife and reed canary grass. Objective will be to limit competition for establishing wet meadow plants to increase vegetation and habitat diversity. Relatively drier soils will allow for mowing large areas of invasive vegetation with follow up application(s) of herbicide approved for aquatic use. Timing of mowing and herbicide application will be aligned with management of Emergent Zone.

3. Island and Fringe Zone: Vegetation management will be focused on limiting herbaceous weed competition and decreasing invasive trees and shrubs, such as buckthorn and honeysuckle, to support establishment of trees and shrubs. Management of vegetation will include pruning to provide viewsheds and shade in specific areas along the boardwalk. Tree protection will be provided if excessive animal browse damages new plantings.

4. Upland Zone: Vegetation management will be focused on limiting herbaceous weed competition and decreasing invasive trees and shrubs, such as buckthorn and honeysuckle, to support establishment of trees and shrubs. Management of vegetation will include pruning to provide for appropriate screening of the loading dock area. Tree protection will be provided if excessive animal browse damages new plantings. Supplemental watering will be provided if drought conditions persist during tree and shrub establishment.

Zones lacking adequate vegetative cover at the close of the warranty period will be re-seeded or replanted. Annual maintenance activity reports will be provided to Park Nicollet staff, and herbicide application records will be provided following each application.

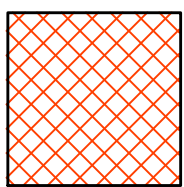

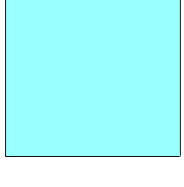

Below is a list of invasive species that will be controlled in specific areas within the project limits.

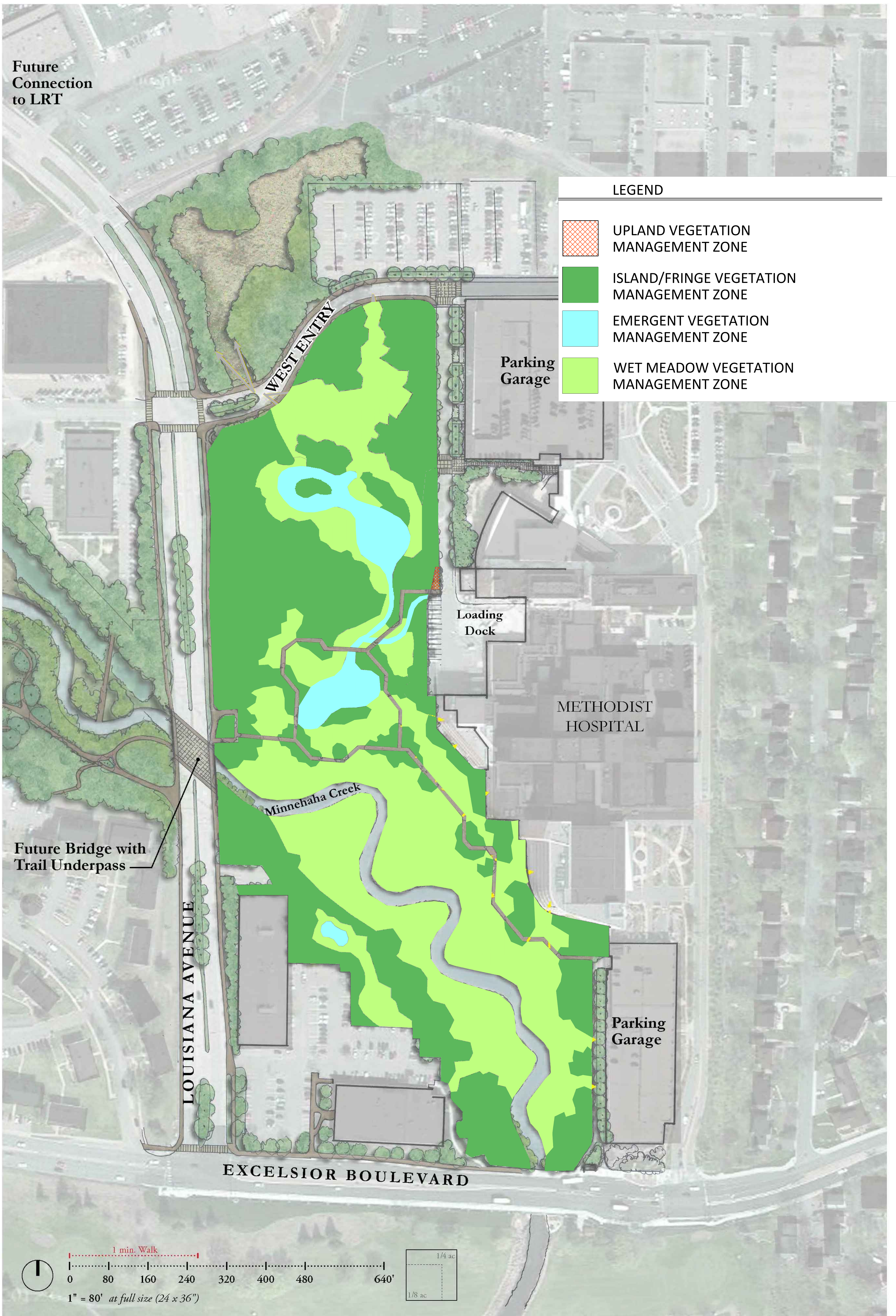
Herbaceous species: Smooth brome - *Bromus inermis*, Crown vetch - *Coronilla varia*, Foxtail - *Setaria* spp., Leafy spurge - *Euphorbia esula*, Japanese knotweed - *Polygonum cuspidatum*, Bird's-foot trefoil - *Lotus corniculatus*, Canada thistle - *Cirsium arvense*, Musk or nodding thistle - *Carduus nutans*, Orange hawkweed, *Hieracium auranti*, Perennial sow thistle – *Sonchus arvensis*, Queen Anne's lace - *Daucus carota*, Wild parsnip - *Pastinaca sativa*, Amur silver grass - *Miscanthus sacchariflorus*, Bull thistle - *Cirsium vulgare*, Cow vetch and hairy vetch - *Vicia cracca*, *Vicia villos*, Flowering rush - *Butomus umbellatus*, Grecian foxglove – *Digitalis lanata*, Giant reed – *Phragmites australis*, Reed canary grass – *Phalaris arundinacea*, Giant ragweed - *Ambrosia trifida*, Butter and eggs - *Linaria vulgaris*, Common tansy - *Tanacetum vulgare*, Creeping Charlie - *Glechoma hederacea*, Hoary alyssum – *Berteroa incana*, Yellow iris - *Iris pseudacorus*, Hybrid cattail – *Typha x glauca*, Narrow-leaved cattail – *Typha angustifolia*, Purple loosestrife - *Lythrum salicaria*, Yellow sweet clover - *Melilotus officinalis*, White sweet clover - *Melilotus alba*, Curly dock - *Rumex crispus*, Garlic mustard - *Alliaria petiolata*, Kentucky bluegrass – *Poa pratensis*, Burdock – *Arctium minus*, Knapweed – *Centaurea* spp., Common tansy – *Tanacetum vulgare*. Poison ivy – *Toxicodendron radicans* shall be eradicated or controlled for public safety along trails and public access areas.

The following woody invasive species and all woody invasive species on the state invasive species list shall be cleared and stumps shall be treated with herbicide: Buckthorn - *Rhamnus* spp., Honeysuckle - Exotic *Lonicera* spp., Asian Mulberry - *Morus alba*, Amur Maple - *Acer ginnala*, Russian olive - *Elaeagnus angustifolia*, Siberian peashrub - *Caragana arborescens*, Japanese barberry - *Berberis thunbergii*, Norway Maple - *Acer platanoides*, Siberian elm - *Ulmus pumila*. Stump resprouts shall be treated with herbicide according to manufacturer's application rates, times, and temperatures.

Future Connection to LRT

LEGEND

-  UPLAND VEGETATION MANAGEMENT ZONE
-  ISLAND/FRINGE VEGETATION MANAGEMENT ZONE
-  EMERGENT VEGETATION MANAGEMENT ZONE
-  WET MEADOW VEGETATION MANAGEMENT ZONE



Future Bridge with Trail Underpass

Parking Garage

Loading Dock

METHODIST HOSPITAL

Minnehaha Creek

LOUISIANA AVENUE

EXCELSIOR BOULEVARD

Parking Garage

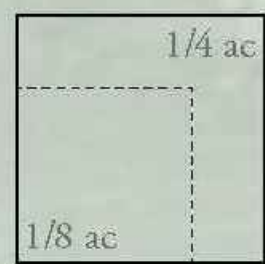
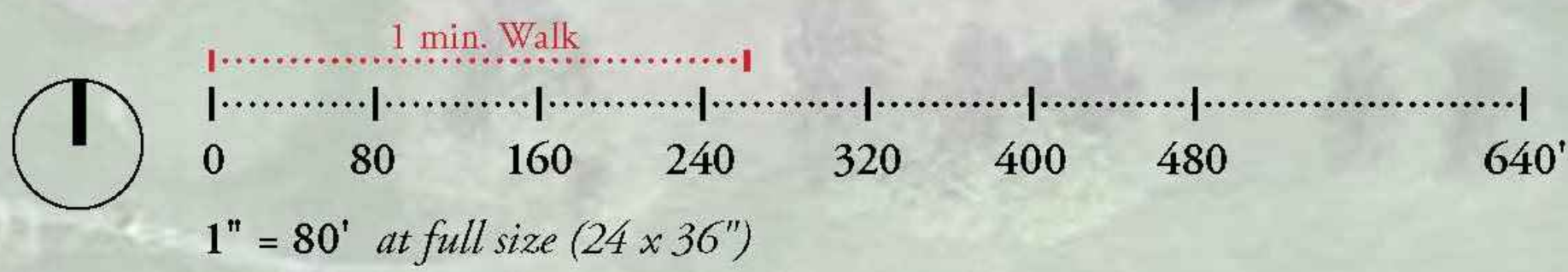


EXHIBIT E TO COOPERATIVE AGREEMENT
VEGETATION MANAGEMENT PLAN

EXHIBIT E
VEGETATION MANAGEMENT PLAN
On the Property of Park Nicollet Health Services
Hennepin County, Minnesota

Under warranty vegetation maintenance, newly restored areas will be managed by the installation contractor for a period of two years. At the close of this warranty period, Minnehaha Creek Watershed District (MCWD) will work under a permanent easement to assume responsibility for the long-term vegetation management of areas within the easement on the Methodist Hospital campus. This plan governs MCWD vegetation management under the easement.

Specific vegetation management techniques are aligned with four major habitat zones present on the site and depicted on the attached zone map: the Emergent Zone, characterized by 0-18" of water, the Wet Meadow Zone, characterized by soils with permanent moisture, the Island and Fringe Zone, characterized by small focal areas that will serve as floodplain forest, and the Upland Zone, a linear area on the eastern portion of the site characterized by mesic soils. Historically, water levels on site have fluctuated widely with a high degree of bounce. Vegetation management will be adaptive to changing conditions and will be informed by annual meetings between MCWD and Park Nicollet staff. Annual meetings may also allow for mutual agreement to remove dead or dying trees that both parties determine to be unsightly or hazardous and where removal does not compromise the easement area.

1. Emergent Zone: Vegetation management will be focused on reducing invasive wetland vegetation present on the site including purple loosestrife, reed canary grass, and hybrid cattail in focal areas to provide improved sight lines. Objective will be to provide for establishment and expansion of native wetland plants to increase vegetation and habitat diversity and decrease invasive species cover in key areas. For efficiency, large areas of invasive wetland vegetation will be treated with broadcast herbicide approved for aquatic use. Invasive plant populations with an understory of desirable native plants will be hand-wicked with herbicide to prevent off-target damage. If moisture conditions permit, reed canary grass and hybrid cattail will be mowed in early to mid-May after plants have flowered, but prior to seed production. Plants will be allowed to resprout and treated with herbicide in mid-summer. A second mowing could occur in late summer followed by a fall cool-season herbicide application where control techniques were ineffective. Intensive early management would gradually be lessened as control measures decrease invasive species populations. MCWD staff may explore the option of using a biological control agent, beetles of the *Galerucella* genus, which has proven successful in significantly reducing populations of purple loosestrife.

2. Wet Meadow Zone: Vegetation management will be focused on reducing invasive vegetation present on the site including purple loosestrife and reed canary grass. Objective will be to limit competition for establishing wet meadow plants to increase vegetation and habitat diversity. Relatively drier soils will allow for mowing large areas of invasive vegetation with follow up application(s) of herbicide approved for aquatic use. Timing of mowing and herbicide application will be aligned with management of Emergent Zone.

3. Island and Fringe Zone: Vegetation management will be focused on limiting herbaceous weed competition and decreasing invasive trees and shrubs, such as buckthorn and honeysuckle, to support establishment of trees and shrubs. Management of vegetation will include pruning to provide viewsheds and shade in specific areas along the boardwalk. Tree protection will be provided if excessive animal browse damages new plantings.

4. Upland Zone: Vegetation management will be focused on limiting herbaceous weed competition and decreasing invasive trees and shrubs, such as buckthorn and honeysuckle, to support establishment of trees and shrubs. Management of vegetation will include pruning to provide for appropriate screening of the loading dock area. Tree protection will be provided if excessive animal browse damages new plantings. Supplemental watering will be provided if drought conditions persist during tree and shrub establishment.

Zones lacking adequate vegetative cover at the close of the warranty period will be re-seeded or replanted. Annual maintenance activity reports will be provided to Park Nicollet staff, and herbicide application records will be provided following each application.

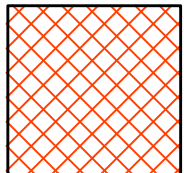

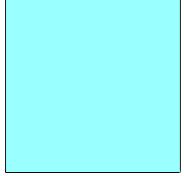
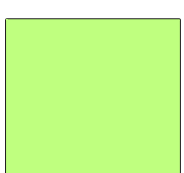
Below is a list of invasive species that will be controlled in specific areas within the project limits.

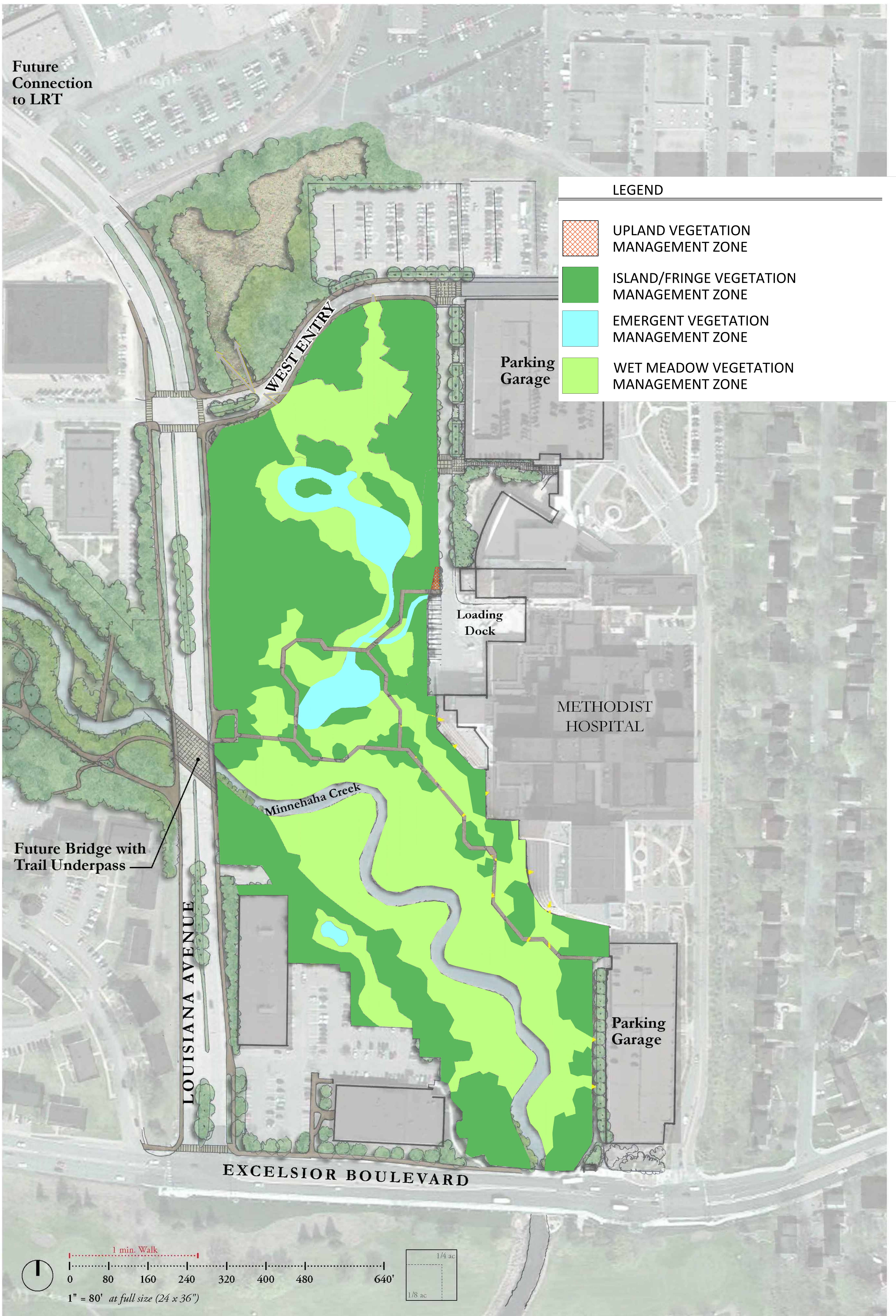
Herbaceous species: Smooth brome - *Bromus inermis*, Crown vetch - *Coronilla varia*, Foxtail - *Setaria* spp., Leafy spurge - *Euphorbia esula*, Japanese knotweed - *Polygonum cuspidatum*, Bird's-foot trefoil - *Lotus corniculatus*, Canada thistle - *Cirsium arvense*, Musk or nodding thistle - *Carduus nutans*, Orange hawkweed, *Hieracium auranti*, Perennial sow thistle – *Sonchus arvensis*, Queen Anne's lace - *Daucus carota*, Wild parsnip - *Pastinaca sativa*, Amur silver grass - *Miscanthus sacchariflorus*, Bull thistle - *Cirsium vulgare*, Cow vetch and hairy vetch - *Vicia cracca*, *Vicia villos*, Flowering rush - *Butomus umbellatus*, Grecian foxglove – *Digitalis lanata*, Giant reed – *Phragmites australis*, Reed canary grass – *Phalaris arundinacea*, Giant ragweed - *Ambrosia trifida*, Butter and eggs - *Linaria vulgaris*, Common tansy - *Tanacetum vulgare*, Creeping Charlie - *Glechoma hederacea*, Hoary alyssum – *Berteroa incana*, Yellow iris - *Iris pseudacorus*, Hybrid cattail – *Typha x glauca*, Narrow-leaved cattail – *Typha angustifolia*, Purple loosestrife - *Lythrum salicaria*, Yellow sweet clover - *Melilotus officinalis*, White sweet clover - *Melilotus alba*, Curly dock - *Rumex crispus*, Garlic mustard - *Alliaria petiolata*, Kentucky bluegrass – *Poa pratensis*, Burdock – *Arctium minus*, Knapweed – *Centaurea* spp., Common tansy – *Tanacetum vulgare*. Poison ivy – *Toxicodendron radicans* shall be eradicated or controlled for public safety along trails and public access areas.

The following woody invasive species and all woody invasive species on the state invasive species list shall be cleared and stumps shall be treated with herbicide: Buckthorn - *Rhamnus* spp., Honeysuckle - Exotic *Lonicera* spp., Asian Mulberry - *Morus alba*, Amur Maple - *Acer ginnala*, Russian olive - *Elaeagnus angustifolia*, Siberian peashrub - *Caragana arborescens*, Japanese barberry - *Berberis thunbergii*, Norway Maple - *Acer platanoides*, Siberian elm - *Ulmus pumila*. Stump resprouts shall be treated with herbicide according to manufacturer's application rates, times, and temperatures.

Future Connection to LRT

LEGEND

-  UPLAND VEGETATION MANAGEMENT ZONE
-  ISLAND/FRINGE VEGETATION MANAGEMENT ZONE
-  EMERGENT VEGETATION MANAGEMENT ZONE
-  WET MEADOW VEGETATION MANAGEMENT ZONE



Future Bridge with Trail Underpass

Parking Garage

Loading Dock

METHODIST HOSPITAL

Minnehaha Creek

LOUISIANA AVENUE

Parking Garage

EXCELSIOR BOULEVARD

