

Minnehaha Creek Watershed District

REQUEST FOR BOARD ACTION

MEETING DATE: September 25, 2014

TITLE: Authorization to enter into a cooperative agreement with the Hennepin County Housing and Redevelopment Authority and the City of Hopkins to jointly establish a master development strategy for the Blake Road Station area.

RES. NUMBER: 14-077

PREPARED BY: James Wisker

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REVIEWED BY: Administrator Counsel Program Mgr.
 Board Committee Engineer Other

WORKSHOP ACTION:

<input type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input checked="" type="checkbox"/> Other: FINAL ACTION SEPTEMBER 25, 2014	

PURPOSE or ACTION REQUESTED:

Authorization to enter into a cooperative agreement with the Hennepin County Housing and Redevelopment Authority and the City of Hopkins to jointly establish a master development strategy for the Blake Road Station area.

PROJECT/PROGRAM LOCATION:

See attached location maps (Attachment 1)

PROJECT TIMELINE:

Completion Fall 2015

PROJECT/PROGRAM COST:

Fund name and number:	Planning Department 2401
Current budget:	\$648,802
Expenditures to date:	\$256,817
Requested amount of funding:	\$50,000
Is a budget amendment requested?	No
Is additional staff requested?	No

SUMMARY:

Background:

Historically, uncoordinated changes in land-use in the area between West 34th and Meadowbrook Lake have degraded and fragmented Minnehaha Creek. Increases in stormwater runoff from highly urban lands have increased pollutant loading as well as the volume and rate of runoff being delivered to the stream channel. Due to the poor integration of spatial planning with natural systems this area produces the highest pollutant loading per unit area along Minnehaha Creek, contributing substantially to the impairment of downstream Lake Hiawatha.

As part of a comprehensive effort to restore the most degraded section of Minnehaha Creek, the Minnehaha Creek Watershed District (MCWD) has initiated a series of strategic initiatives to restore the ecological integrity of Minnehaha Creek, while reintegrating the stream corridor into the surrounding urban fabric as a place-making asset (Attachment 2, Urban Corridor Master Plan). As such, efforts to manage regional stormwater, improve stream geomorphology, and expand and connect the riparian greenway, have been achieved only through partnership with land-use authorities, transit planners, regional units of government, and private sector business leaders.

The District's strategy of land-water integration builds on the findings of the 1994 Hennepin County Parks and Public Works Commission, which emphasized the power of natural systems to serve as the underlying structure of a place, providing amenity value to the community while reducing long term infrastructure costs and improving tax base.

Based on such literature, and its own recent experiences, the MCWD understands that while cities exert significant pressure on the environment, ultimately the quality of the urban experience is inextricably dependent on the health and integration of natural systems. Simply put, a truly functional urban ecology is one in which the built and natural systems work in harmony.

This notion is not new and there exists a long lineage of thinkers who have identified the interdependence between human settlements and nature. Peter Calthorpe, a founder of the Congress for New Urbanism, pinpointed the need to combine the design of neighborhoods, suburbs, and city parts with ecology. In 1993, Calthorpe wrote how "*the ecological principles of diversity, interdependence, scale, and decentralization can play a role in our concept of suburb, city and region*". Pioneering landscape architects such as Frederick Law Olmsted have promoted the understanding of the complex interactions between nature, humans and their artifacts, whatever they are: buildings, landscapes, cities, or regions (Palazzo et al. 2011).

However, historically the reciprocal relationship between built and natural systems has been inadequately leveraged by those agencies responsible for environmental stewardship. Frequently resorting to a regulatory paradigm to achieve their mission, water resource agencies have often been perceived in opposition to growth and economic development, and thus subordinate to land-use planning (Bates 2011, Woltjer and Niels 2007)

Recognizing the limitations of regulation and the need for integrated planning, the District's work in the "urban corridor" has evolved to integrate and add value to the sphere of urban planning. The District's work to successfully integrate land-use and water recently culminated in the adoption of several policies that serve to reinforce its planning philosophies. These include *TMDL Credit Distribution, Regulatory Offset* and *Balance Urban Ecology*.

Within the urban corridor, the District's 2011 acquisition of 325 Blake Road (Cold Storage) exemplifies the MCWD's evolving approach to achieving strategic water resource objectives in constrained urban environments, while adding substantial value to the surrounding community.

Blake Road Area Master Development Strategy:

As a keystone connecting the entire urban corridor, the Cold Storage site is planned to manage over 260 acres of regional stormwater, add 4 acres and 1,000 feet of greenway along a daylight Minnehaha Creek, while creating a valuable mixed use development that complements investment and redevelopment around Southwest Light Rail Transit (SW LRT) and the Blake Station area.

This multifaceted integration of urban and natural resource planning builds on strategies identified in the 2007 *Evaluation Report on Watershed Management*. Drafted by the Office of the Legislative Auditor, this report notes that “efforts to improve water quality and reduce flooding are most effective if coordinated with land-use management decisions.”

One critical piece in the Blake Road urban landscape is the proposed SW LRT line. Since acquiring the property, MCWD Board Members and Staff have been intimately involved in SW LRT planning, facilitated by Hennepin County Community Works. To promote effective regional urban planning, Hennepin County led efforts to help communities along the LRT corridor prepare for SW LRT’s opening day in 2019 and beyond. Through a coordinated planning process, involving MCWD and others, an individualized plan has been created for each of the stations, each plan comprising a chapter in the larger Southwest Corridor Investment Framework. These Transitional Station Area Action Plans (TSAAPs) suggest ways to build on local assets, enhance mobility, and capitalize on promising opportunities for development and redevelopment near each station.

Throughout these planning efforts, Blake Road was repeatedly identified as an area of great opportunity. With a diverse population base, good station access, several underutilized properties, and connections to natural systems through Cottageville Park and the Minnehaha Creek Greenway, the Blake station area has strong redevelopment potential. Building on the TSAAPs findings regarding Blake Road, Hennepin County Community Works is proposing to perform Master Development Planning for the Blake Road Station Area.

The Master Development Strategy (MDS) proposed by Hennepin County is intended to move from planning to transit oriented development (TOD) implementation. The process proposed (Attachment 3, Draft RFP) intends to create a development strategy grounded in real estate market reality and will generally include:

- Technical evaluation of the station area vision versus market reality;
- Identification of gaps between station area vision and the market;
- Determination of tools/techniques to fill gaps or revise vision to more closely align with market;
- Development of an implementation plan with roles, responsibilities and funding strategy;

Given MCWD’s investment in 325 Blake Road, District staff recently initiated discussions with Hennepin County and the City of Hopkins to develop a partnership to collaboratively advance the Master Development Strategy. With the guidance of Louis Smith, the partners developed the attached Cooperative Agreement (Attachment 4, Draft Cooperative Agreement), which has since been reviewed by Hopkins and Hennepin County attorneys.

The draft cooperative agreement serves to align the three parties’ interests and resources to advance the planning for a Master Development Strategy. Goals identified include:

- Build upon existing work to articulate a comprehensive vision for the Blake Station Area that includes an integrated mix of housing, connections to green and open space, access to multiple modes of transportation and regional stormwater management;

- Utilize a community engagement process to effectively include Blake corridor residents and businesses, to provide meaningful input on the types of uses and design preferences;
- Develop a strategy closely tied to available market data and studies, including coordination with developers that know the area market and the community's vision;
- Create a clear implementation pathway that includes phasing for redevelopment, a plan for public financing, a plan for regulatory approvals (such as zoning, density and PUD), with an understanding of market absorption, owners needs and timing, and impacts to community.

The Cooperative Agreement positions the District to participate in the finalization and approval of the request for proposals (RFP), selection of the consultant, and all meetings necessary to advance the planning work. The resulting deliverables will be presented for review and approval to Hennepin County, the City of Hopkins and the Minnehaha Creek Watershed District.

Recommendation:

District staff is recommending the MCWD Board of Managers authorize the execution of the Cooperative Agreement with Hennepin County and the City of Hopkins to jointly develop a master development strategy for the Blake Road station area.

Given the potential cost to the District in advancing a development strategy for 325 Blake Road independent of this work, and the need to ensure adequate funding to complete the draft scope, District staff is also recommending that the District provide \$50,000 in funding towards the completion of this work.

Attachments:

- Attachment 1 – Blake Road Station Area location maps
- Attachment 2 – Urban Corridor Master Plan
- Attachment 3 – Draft Master Development Strategy RFP
- Attachment 4 – Draft Cooperative Agreement between Hennepin County, Hopkins and MCWD

References:

Bates, Sarah. 2012. *Bridging the Governance Gap: Emerging Strategies to Integrate Water and Land-use Planning*. Natural Resources Journal 52: 61-97.

Calthorpe, Peter. 1993. *The Next American Metropolis: Ecology, Community and the American Dream*. New York: Princeton Architectural Press.

Palazzo, Danilo and Steiner, Frederick. 2011. *Urban Ecological Design: A Process for Regenerative Places*. Washington: Island Press.

Woltjer, Johan and Al, Niels. 2013. *Integrating Water Management and Spatial Planning: Strategies Based on the Dutch Experience*. Journal of the American Planning Association 73:2, 211-222.

RESOLUTION

RESOLUTION NUMBER: 14-077

TITLE: **Authorization to enter into a cooperative agreement with the Hennepin County Housing and Redevelopment Authority and the City of Hopkins to jointly establish a master development strategy for the Blake Road Station area.**

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

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

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

WHEREAS, in 2011 the District acquired the 325 Blake Road property for the purposes of stream restoration, stormwater management, corridor improvements, public land expansion and redevelopment opportunities; and

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

WHEREAS, the MCWD has advanced planning in stormwater infrastructure, demolition, environmental remediation, preliminary redevelopment, and is participating in the Blake Road Corridor Study;

WHEREAS, the District has an interest in developing a strategy for redevelopment and property disposition;

WHEREAS, the 325 Blake Road site relates to the Blake Road station on the proposed South West Light Rail Transit line; and

WHEREAS, the City of Hopkins, Hennepin County Community Works and the District participated in the development of Transitional Station Area Action Plans (TSAAPs), which include the Blake Road station area;

WHEREAS, Hennepin County Community Works is proposing to advance master development planning for the Blake Road station area to help transition from planning to transit oriented development implementation;

WHEREAS, the District and the City of Hopkins are active partners in the planning of Cottageville Park, Blake Road, and 325 Blake Road to integrate the natural and built environments; and

WHEREAS, the City of Hopkins exercises local land use authority, and through its Comprehensive Plan has committed to land use and development goals that include; maintaining a viable downtown commercial core; maintaining a strong employment base; continuing to emphasize compatible land uses between adjacent jurisdictions; maintaining appropriate transitions between land uses; taking advantage of redevelopment opportunities to capture future LRT initiatives; and continuing to coordinate land use and transportation needs; and

WHEREAS, Hennepin County Community Works is proposing to execute a contract to develop a Master Development Strategy (MDS) for the Blake Road station area that will create a market based implementation pathway that includes plans for phasing redevelopment, a plan for public financing, and a plan for regulatory approvals (such as zoning, density and PUD), with an understanding of market absorption, owners needs and timing, and impacts to community; and

WHEREAS, District staff, in coordination with Hennepin County and the City of Hopkins, have developed a cooperative agreement to jointly advance the master development planning; and

WHEREAS, the proposed cooperative agreement will enable the District to advance redevelopment planning for the site, integrating its water resource objectives with land use planning, in coordination with other public agencies and the marketplace;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes the Board President to execute a cooperative agreement with the Hennepin County Housing and Redevelopment Authority and the City of Hopkins, to jointly establish a master development strategy for the Blake Road Station area, allowing for non-substantive edits on advice of counsel; and

BE IT FURTHER RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator to reimburse Hennepin County up to \$50,000 towards the strategy, one half of which will be paid to the County by and within 30 days of receipt of an invoice and supporting documentation, and the second half of which will be paid within 30 days of receipt of an invoice and supporting documentation for eligible costs, following completion of the strategy.

Resolution Number 14-077 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

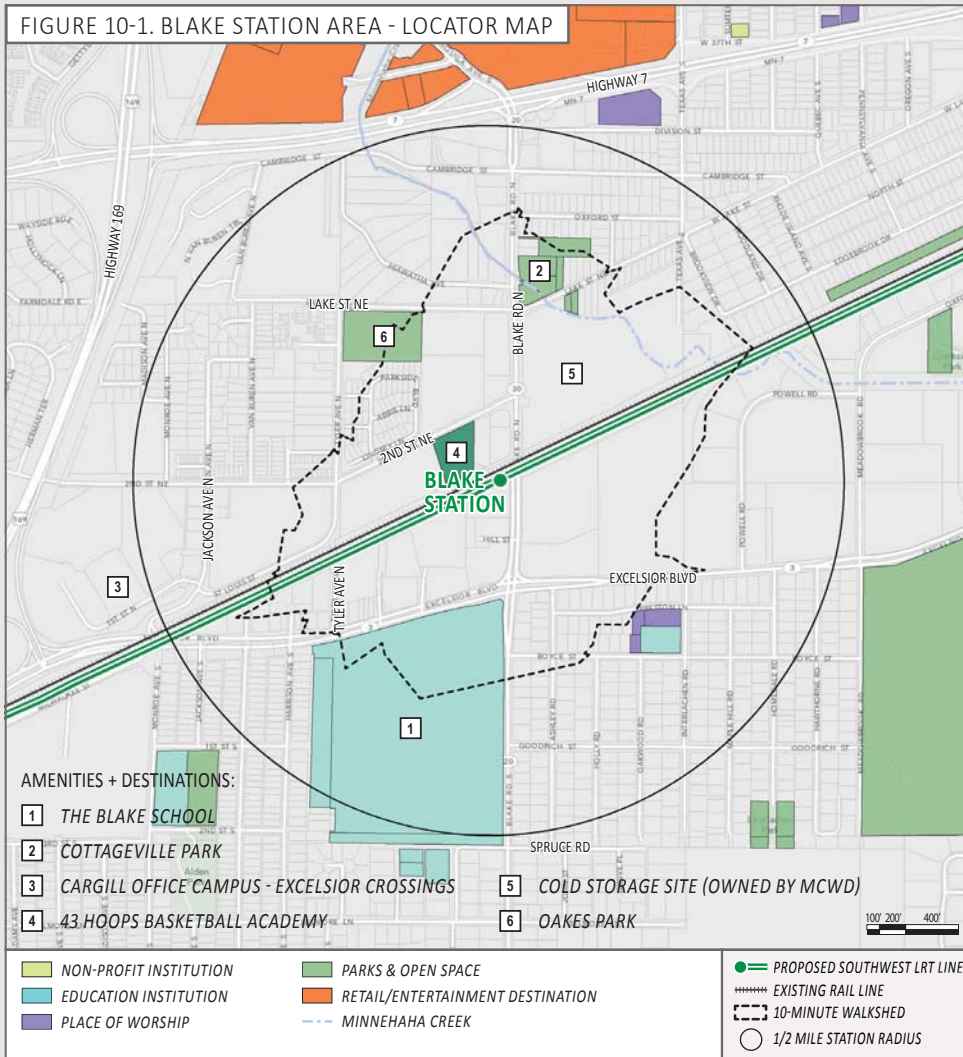
Secretary Date: _____

**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.**

Station Location

The Blake station is located along Blake Road, just north of Excelsior Boulevard. The mix of land uses nearby includes retail/commercial, light industrial, office, residential, institutional, parks and open spaces. Local destinations in the station area include The Blake School, Excelsior Crossings office campus (Cargill), retail businesses along Excelsior Boulevard, Minnehaha Creek, and Cottageville Park. The Blake station is anticipated to serve these destinations as well as the residents in the Parkside, Presidents North and South, Minnehaha Oaks, Cottageville, and Interlachen neighborhoods, including many nearby apartment buildings.

The City has identified several potential development sites in the area, including a Hennepin County-owned property northwest of the station which houses 43 Hoops, a basketball training facility; and the existing Cold Storage site northeast of the station, recently purchased by the Minnehaha Creek Watershed District. The City has also long-identified the potential for redevelopment along Excelsior Boulevard, near Blake Road.



NOTE: 10-minute walkshed approximates the area accessible within a 10-minute walk from the station platform using only the existing sidewalk/trail network. See Glossary for walkshed assumptions and methodology.

BLAKE STATION AREA TODAY:



Existing high intensity office



43 Hoops/County-owned development site



Existing low-intensity retail



Cedar Lake LRT Regional Trail



Rail and trail corridor



Blake Road

Development Potential

OVERVIEW

The Blake station area has strong redevelopment potential. Factors supporting redevelopment in the Blake station area include a diverse population base, good station access, several strategic sites available for redevelopment, a number of underutilized properties, and open space amenities such as Minnehaha Creek and Cottageville Park.

Near the proposed station platform, the Hennepin County-owned 43 Hoops site presents a near-term redevelopment opportunity for transit supportive uses. The Cold Storage site, now owned by the Minnehaha Creek Watershed District, and several underutilized sites along Excelsior Boulevard offer additional redevelopment opportunities near the station. A potential joint development project includes a park and ride ramp with a wrapper of mixed-use facing Blake Road and the station platform, located just south of the station. Other potential development sites could include mixed-use, high-density residential and employment uses. Development is expected to occur short to long-term in the area.

Key challenges that should be addressed to facilitate long-term development potential include station connectivity. Near term, development can be catalyzed by introducing a new park and

ride ramp/mixed-use development along Excelsior Boulevard, near the station platform. Streetscape improvements should be introduced, connecting the station to nearby businesses and neighborhoods, particularly along Blake Road.

LAND USES

High-density, mixed-use, transit-oriented development is likely to occur near the Blake station. Future land uses in the Blake station area should consist of high-density residential, office, and retail uses.

PLANNING STRATEGIES

Strategies that should be considered to facilitate future development in the station area include new roadways, streetscape improvements, Minnehaha Creek and Cottageville Park improvements, and pedestrian crossings along roadways connecting the station with potential development sites, local destinations, and neighborhoods, particularly on Blake Road.

The Blake station park and ride should be provided in a parking ramp, located between Excelsior Boulevard and the proposed LRT station platform. The park and ride ramp should be a joint development with mixed-use development.

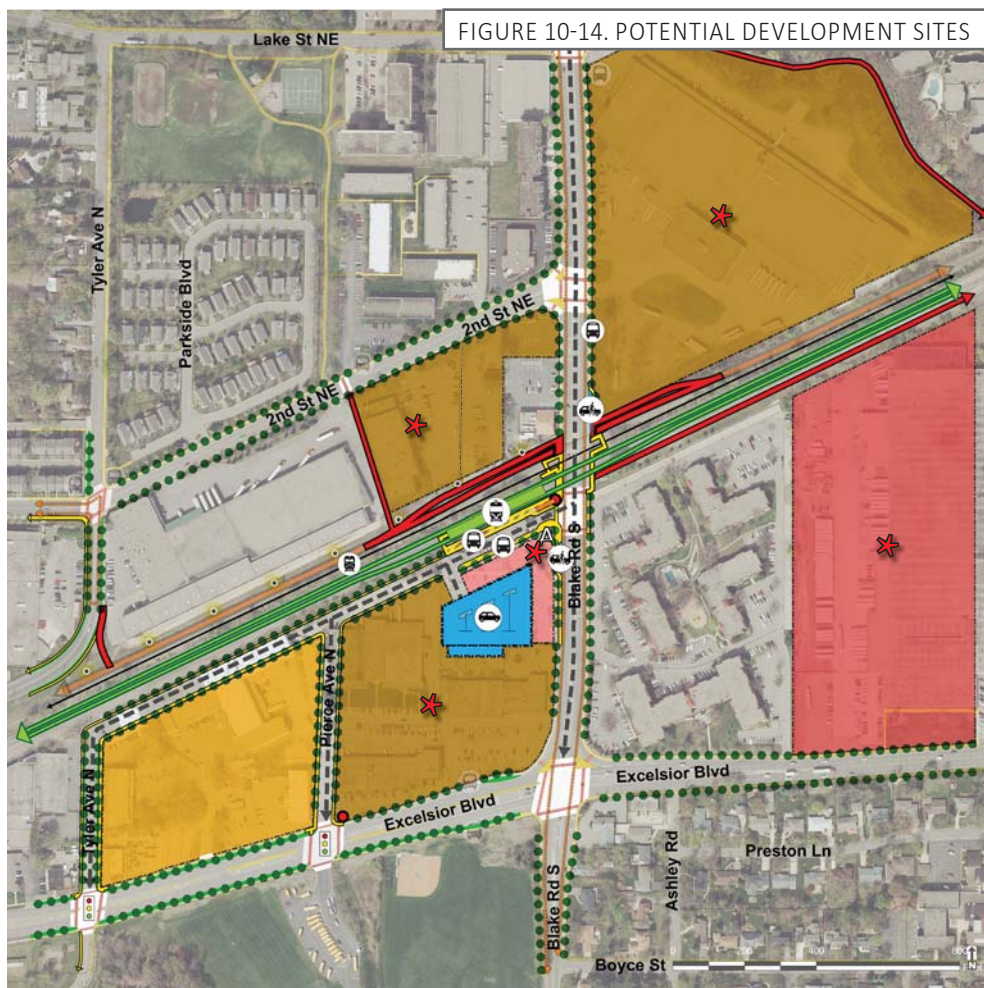
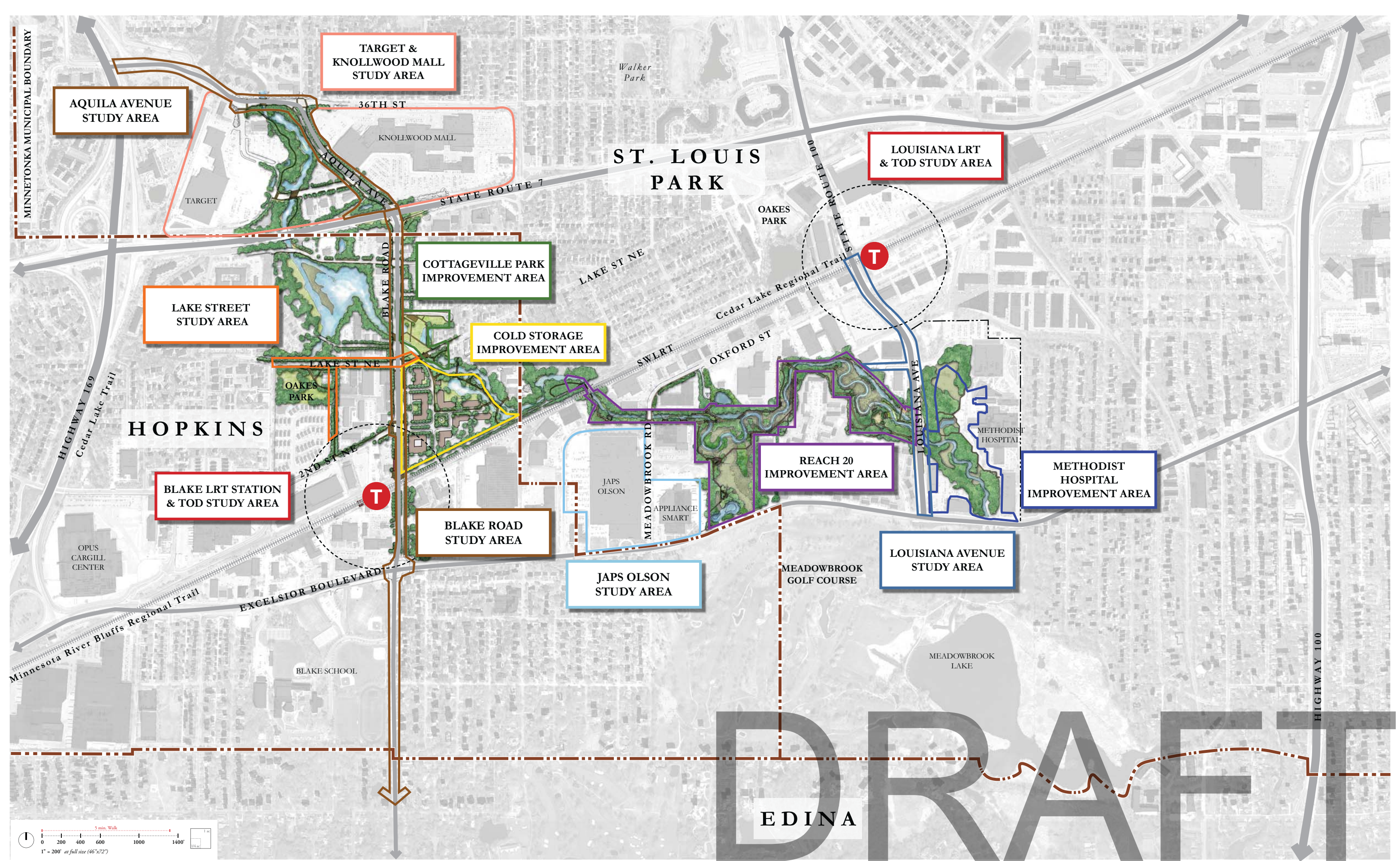


FIGURE 10-14. POTENTIAL DEVELOPMENT SITES

FUTURE LAND USE:

- MULTI-FAMILY
- RETAIL & OTHER COMMERCIAL
- MIXED-USE COMMERCIAL & OTHER
- MIXED-USE RESIDENTIAL
- * OPENING DAY DEVELOPMENT POTENTIAL



**AQUILA AVENUE
STUDY AREA**

**TARGET &
KNOLLWOOD MALL
STUDY AREA**

**LOUISIANA LRT
& TOD STUDY AREA**

**LAKE STREET
STUDY AREA**

**COTTAGEVILLE PARK
IMPROVEMENT AREA**

**COLD STORAGE
IMPROVEMENT AREA**

**BLAKE LRT STATION
& TOD STUDY AREA**

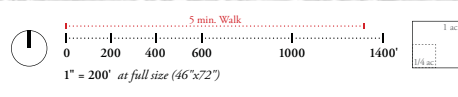
**BLAKE ROAD
STUDY AREA**

**JAPS OLSON
STUDY AREA**

**REACH 20
IMPROVEMENT AREA**

**METHODIST
HOSPITAL
IMPROVEMENT AREA**

**LOUISIANA AVENUE
STUDY AREA**



EDINA

DRAFT

PRELIMINARY DRAFT

REQUEST FOR PROPOSALS

Southwest LRT Community Works
Master Development Strategy

Blake Road Station



SOUTHWEST
light rail transit

Date of Issue: TBD

Date Due: TBD



Issued by Hennepin County, the City of Hopkins and the Minnehaha Creek Watershed
District as part of the Southwest LRT Community Works Project

TABLE OF CONTENTS

DRAFT

INTRODUCTION

This Request for Proposals (RFP) is for development of a Master Development Strategy for the (insert station) along the Southwest (Metro Green Line extension) LRT line in Twin Cities Metropolitan Area. (A map of the station locations and corridor are located in Appendix A.)

PURPOSE

The Master Development Strategy process is intended to move from planning to TOD implementation in a coordinated, collaborative and strategic fashion.

The intended result of this process is to create a Master Development Strategy grounded in real estate market reality through identifying the market for TOD supportive and recommending approaches for development incentives and partnerships to catalyze new TOD and related urban development in the station area. The main components of the process will include:

- Technical evaluation of the station area vision versus market reality
- Identification of gaps if they exist between vision and market
- Determination of tools/techniques to fill gaps or revise vision to market reality
- Development of an implementation plan with roles/responsibilities/potential funding
- Determination of a preferred development program (or preferred scenario), range of cost, and feasibility.
- Broad consensus among project partners & key stakeholders about develop process and steps to get there

THE MASTER DEVELOPMENT STRATEGY IS EXPECTED TO BE COMPLETED WITHIN 9 TO 12 MONTHS OF THE CONTRACT AWARD DATE, ALTHOUGH THE AGREEMENT MAY EXTEND BEYOND 12 MONTHS. AN AMOUNT NOT-TO-EXCEED \$150,000 HAS BEEN BUDGETED FOR THIS PROCESS.

PROJECT BACKGROUND

Over the past 10 years in anticipation of LRT implementation, the Southwest LRT partner cities have completed varying levels of visioning/planning around the proposed Southwest LRT stations.

Additionally, Southwest LRT Community Works and the Southwest LRT project have undertaken a series of planning activities that will need to be closely coordinated in order to complement this transitional station area planning work. These planning activities are more fully explained in the Relevant Studies section.

EXPERTISE

The preferred consultant team will have the economic development and real estate analyst. In addition, the preferred consultant should have the ability to draw upon the following disciplines if needed: Urban land use planning, urban design, civil engineering, transportation planning, traffic engineering, and bicycle and pedestrian planning.

SCOPE OF SERVICES

Consultants should address the following work tasks in their proposal. Consultants proposing should understand that the tasks listed do not necessarily need to be completed in a sequential order and are more likely to be accomplished in an integrated, iterative fashion. The Consultant may suggest the elimination of tasks or portions of tasks as well as the inclusion of additional tasks if the Consultant believes it will enhance the process and final product. Consultants proposing to deviate from the scope of services outlined below should provide a rationale for the suggested modification and the impact to their proposal in terms of resources.

TASK 1: REVIEW PREVIOUSLY COMPLETED WORK AND ASSEMBLE DATA

The Consultant will be provided will relevant studies and plans. The intent is for the Consultant to understand and be knowledgeable of the following:

- Local comprehensive plans & other station area planning documents
- The Southwest Corridor Investment Framework
- The (insert station name) Transitional Station Area Action Plan (TSAAP)
- Existing station area conditions
- Land use and land values
- Transportation infrastructure (auto, transit, pedestrian, LRT, and bicycle)
- Existing infrastructure conditions (utilities, storm water, sanitary sewer, etc.)
- Vacant parcels/development sites
- Environmental resources/impact areas
- Housing (type, size, location)
- Historical/cultural resources
- Employment concentrations and business nodes
- Activity centers (parks, entertainment venues, shopping centers, etc.)
- Retailers providing healthy/quality and ethnic food opportunities
- Concentrations of traditionally underserved communities defined as low-income, minority, immigrant, and disabled.

Deliverable: Within 30 days from the notice to proceed, the Consultant will conduct a Kick-off Meeting with Community Works partners to discuss relevant studies and plans and to ensure a common understanding by all partners of the scope, schedule and deliverables for the Master Development Strategy.

TASK 2: PROJECT MANAGEMENT

The Consultant will be expected to meet monthly with the Project Management Team (PMT); quarterly meetings with the Southwest Community Works Technical Implementation Committee (TIC); quarterly with the Southwest Community Works Steering Committee; weekly with the Hennepin County project manager for administrative direction; and, periodically with other key stakeholders. The Consultant will also be expected to meet periodically for coordination purposes with the consultant teams for the (insert stations) Master Development Strategies and the FTA Joint Development Real Estate Consultant for the Blake and Beltline stations. (please see appendix X for the FTA Joint Development Real Estate Consultant for the Blake and Beltline stations)

Deliverables: Project Management plan.

TASK 3: COMMUNITY ENGAGEMENT

TBD

TASK 4: REAL ESTATE MARKET ASSESSMENT.

The Consultant will evaluate the local market demand for TOD supportive uses within the ___ station areas including timing of the TOD market and expected absorption rate of TOD uses. The Consultant will also conduct an in-depth assessment of the potential for TOD supportive use on up to two key opportunity sites for each station area. For the Blake and Beltline stations one of the two key opportunity sites will be the FTA Joint Development site as identified by the Southwest LRT Project Office (SPO). These detailed analyses will determine the gap between what is desired, tactics to fill the gaps and provide insight into building types, market rents, vacancy rates and other inputs required for the implementation strategy.

Deliverable: Real Estate Market Assessment report.

TASK 5: LAND USE AND URBAN DESIGN SCENARIOS

The Consultant will explore realistic future TOD-supportive land use and urban design scenarios at each station area drawing on local plans, TSAAP, stakeholder input and the recommendations of the real estate market analysis from Task 4.

Starting with local plans and the TSAAP framework, alternative concepts will explore three different transit-supportive scenarios that are possible, plausible, and probable and lead to a recommended scenario drawn from the alternatives for detailed refinement. One of the scenarios, a baseline scenario, should reflect a synthesis of local plans, initiatives and TSAAP and for the Blake and Beltline stations include the FTA Joint Development site as identified by the SPO. Each of the scenarios will include 3-D illustrative images, a development program and address site plans, land use, circulation, parking, parks and open space along with urban design, streetscape and the parking strategies necessary to make the transition to a walkable transit-supportive district.

To help distinguish between the scenarios the Consultant will identify what is required to implement each of them including: changes to local codes and policies, phasing requirements, implementation actions, roles and responsibilities and order of magnitude capital costs. The scenarios should also address TOD catalyst projects and identify an area of change to TOD uses and an area where existing conditions will remain largely unchanged.

Deliverable: A working paper with supporting graphics and implementation requirements documenting and analyzing the scenarios together with a construct of a recommended Land Use and Urban Design scenario for each station.

TASK 6: IMPLEMENTATION STRATEGY

The Consultant will develop an implementation strategy that will specify the direct means for achieving what is desired; resources to accomplish it; clear roles for who is doing what and when, and identify and empower the private and public initiatives essential to realize these opportunities.

The implementation strategy should result in broad ownership and understanding of priorities, timing and roles and responsibilities cutting across the public and private sector of the actions necessary for implementation. The strategy will identify the requirements, priorities, roles and responsibilities, and costs associated with implementation such as: adoption of changes to local codes and policies, programming of targeted infrastructure investments, land assembly, an integrated financial plan, development agreements and offering documents, building and assembling the tools and the partnerships necessary to achieving the vision for a vibrant urban place.

Deliverable: Detailed implementation strategy for each station area

TASK 7: RECOMMENDED MASTER DEVELOPMENT STRATEGIES AND CATALYST TOD PROJECTS.

The Consultant will develop a recommended strategy incorporating illustrative 3-D images, site plans, land use, circulation, parking, parks and open space, TOD regulations, development incentives, order of magnitude capital costs, catalyst projects along with urban design, streetscape and the parking strategies necessary to make the transition to a walkable transit-supportive district and a and the corresponding implementation strategy from Task 4 for each station area.

Deliverable: Detailed Master Development Strategy for each station area.

APPENDIX C: INSTRUCTIONS FOR PROPOSAL PREPARATION

1. SUBMISSION OF PROPOSALS

All proposals must be addressed as follows:

Hennepin County Purchasing & Contract Services
Attn: Jacqueline Boeke, Senior Contract Services Analyst
A-1730 Hennepin County Government Center
300 South Sixth Street
Minneapolis, MN 55487
Re: Southwest Master Development Strategy
(612) 348-3181 (for express delivery use only—no questions)

Proposals must be physically delivered to the offices of Hennepin County Purchasing & Contract Services at the above address no later than . Proposals received after the specified time and date may not be considered, at HCWT's discretion.

Notice of intent to propose and questions regarding the study must be received via email to Katie.Walker@hennepin.us, Jacqueline.Boeke@co.hennepin.mn.us) by 4:00 pm on . Responses will be transmitted to all prospective consultants who have notified HCWT of their intent to propose by . It is requested that all prospective consultants provide email address contact information to HCWT as the preferred means of communications for expediency during the proposal process. All consultants will receive a full list of prospective consultant questions (with anonymity preserved) along with HCWT responses.

HCWT reserves the right to include any clarifications/revisions to the RFP content in correlation with the question and response process. If necessary, an addendum will be sent out to all who submitted an intent to propose and posted on the Hennepin County website.

Consultants may not contact the staff of HCWT or others serving on the consultant selection committee regarding this RFP beyond the inquiry process described above.

2. PROPOSAL FORMAT

Proposals must be submitted on 8-1/2" x 11" size paper and should be typed using a minimum 12 point standard font. Graphic illustrations may be shown on 11"x17" paper and will be considered as one page. Proposal narratives may not exceed 25 pages in length, including a cover letter signed by a principal of the Proposer firm, or another person, who is fully authorized to act on behalf of the Proposer. An appendix may be included that includes resumes and examples of relevant work experience. This appendix is not to exceed 20 pages. The proposal narrative and appendices should be bound together in a single submittal.

The applicant must submit a financial bid in a separate envelope from the proposal document. This financial bid should include estimated hours, rates, expenses and other costs in correlation with the major tasks identified in the proposal work plan. As described previously, the financial bid should respond to the scope of services in this RFP. The financial bid should also include the implications of any recommended deviations from the RFP scope of services.

One (1) original, five (5) photocopies, and five (5) CDs in PDF format of the proposal are required. It is requested that the financial bid also be submitted in electronic Excel spreadsheet format to facilitate the evaluation process.

All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

3. VALID PROPOSAL

In order to be considered valid, the proposal shall be in writing, submitted on time in sealed packages and be signed by an officer of the Proposer who can be accountable for all representations. Excessive promotional materials are discouraged.

The proposal must contain the following information, presented in the order shown:

1. Profile of Proposer, including the size and organizational structure, past history, and the status and outcome of any lawsuits brought against the Proposer in the past five years. HCWT reserves the right to exclude Proposers that have an organizational conflict of interest.
2. Description of Proposers overall approach or solution.
3. Work Plan. Breakdown of project by phases or tasks. For each task identified in the scope of services in this RFP, identify:
 - Specific staff to be involved, roles, and responsibilities. Availability of staff including percent of time allocated to the Southwest Corridor versus other commitments over the duration of the study.
 - Time commitment for each person (hours)
 - Schedule
4. Master Schedule on single sheet illustrating task relationships including anticipated meetings over the duration of the study.
5. Description of Proposer's past experience providing similar services including:
 - Names and addresses of contact persons for reference.
 - Description (history and experience) of proposal team members' role in each project.
6. Project Team Profile
 - Resumes of key project participants, including prior projects of similar size and scope for which the participants played the same or a similar role. Organizational chart of the Proposer's key team members including an administrative contact and sub consultants.
 - Description of the anticipated role of each Proposer key team member. Confirm that each team member will be fully engaged in the study as described for the duration of the contract.
7. Fee for Services (in separate sealed envelope)
 - Budget broken down by team member, by job classification, by firm, and by scope of service task. The number of hours allocated to each team member for each task element of the work plan will be clearly indicated.
 - Current audited hourly rates for staff.

- Current audited overhead rates for all Proposer team firms.
 - An estimate of reimbursable direct expenses by expense type.
8. Indicate whether the firm's activities or representation of other clients could potentially pose a conflict of interest in its representation of Hennepin County. A potential conflict of interest, including proposing for the Southwest LRT Preliminary Engineering contract, does not specifically exclude any firm, so all submittals are welcome. Hennepin County shall determine whether a conflict of interest exists during the procurement process.

4. PROPOSAL SUBMISSION PROCESS

1. Notice to Proposer
 - a. HCWT is not responsible for costs incurred by anyone responding to this Request for Proposals.
 - b. Upon submission, all proposals become the property of HCWT, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
 - c. HCWT expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals. Any amendments will be made in writing, and no verbal modifications will be binding.
 - d. HCWT is not bound to accept the lowest cost proposal.
 - e. Proposals are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
 - f. HCWT reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as HCWT deems to be in its best interests.
 - g. Any exceptions to the requirements of this RFP, including the language in the sample contract, must be included in the proposal submitted by the Proposer. Identify the exceptions as a separate element of the proposal under the heading "Exceptions/Deviations." Failure to note exceptions shall be deemed a waiver of objections.
 - h. HCWT reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at the proposers' expense.
 - i. Each proposal shall constitute a binding, irrevocable offer for a period of 6 months after the date proposals are due.
 - j. HCWT reserves the right to negotiate with any firm, whether or not it submitted a proposal pursuant to this RFP.
 - k. This RFP does not commit HCWT to award a contract to any Proposer.

5. PROPOSAL EVALUATION CRITERIA

All proposals will be evaluated based on the following criteria:

- Displayed understanding of the project and comprehensiveness of the proposal
- Previous experience and demonstrated competence with relevant planning projects
- Cost estimate for consultant services
- Qualifications of personnel assigned to the project, as related to the requirement of the project
- Availability of key personnel

- Ability to accomplish work within the desired project timeframe and meet Hennepin County contract requirements.

Additional evaluation factors are as follows:

- HCWT reserves the right to waive any minor irregularities in the proposal request process.
- HCWT reserves the right to determine, in its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the needs of the project.
- HCWT reserves the right to interview any or all proposers at its discretion.
- Proposals will be evaluated by an evaluation team selected by HCWT.
- The evaluation team may conduct oral interviews with selected proposers. HCWT will not be responsible for any costs incurred by a proposer in preparing for or making a presentation.
- The decision to proceed with contract negotiations with a selected consultant will be based on the written proposals, the results of oral interviews, if held, and the recommendation of the Proposal Evaluation Team.
- HCWT reserves the right to reject any or all proposals with or without cause.
- Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection.

The emphasis of the proposal evaluation team will be on the quality of the proposal document along with qualifications and experience of the consultant team in relation to the study tasks. A determination will be made as to which proposal, if any, is most advantageous to HCWT, by considering the evaluations of the proposals, the best value to HCWT, and the best interests of HCWT. HCWT will make the final selection, which will be binding only after the award of contract.

6. PROPOSAL STATUS, MODIFICATION OR WITHDRAWAL

The issuance of this RFP constitutes only an invitation to submit proposals to the County. It is to be distinguished from a bidding situation and is not to be construed as an official and customary request for bids, but as a means by which the County can facilitate the acquisition of information related the proposal. Any proposal submitted, as provided herein, constitutes a desire to negotiate and recognition that the proposal is not a bid and is not being submitted as part of a bid process.

A proposal may not be modified, withdrawn, or canceled by the Proposer for a period of six (6) months following the time and date designated for receipt of proposals. Prior to the time and date designated for receipt of proposals, any such modification, withdrawal or cancellation shall be submitted in writing to HCWT, and it shall be so worded (if original proposal is modified) so as not to reveal the amount of the original proposal. Written withdrawal or cancellation of a proposal prior to the proposal opening will nullify the proposal. However, the original proposal shall not be physically returned to the Proposer until after the time for receipt of the proposals. Withdrawn or canceled proposals may be resubmitted up to the time designated for the receipt of proposals, provided that the resubmitted proposal is in conformance with this RFP.

7. PROPOSAL CONDITIONS

Under Minnesota law, data submitted by a business to a government entity in response to a request for proposal are private and nonpublic until the responses are opened. Once the responses are opened, the name of the proposer becomes public. All other data in a Proposer's response to a request for proposal are private or nonpublic data until completion of the evaluation process. Completion of the evaluation process means

that the government entity has completed negotiating the contract with the selected Proposer. After a government entity has completed the evaluation process, all remaining data submitted by all Proposers are public with the exception of trade secret data as defined and classified in Minn. Stat. Section 13.37. A statement by a Proposer that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response if such data does not qualify as trade secret data.

8. CONTRACTING PROCEDURE/AWARD

HCWT will enter into a Cost Reimbursement Contract with the selected consultant. Payment to the contractor will be based on costs incurred, consistent with the budget, performance and the work statement. See below for contract provisions that will be contained in the contract HCWT enters into with the selected firm. Proposals should indicate the firm's willingness to agree to such contract provisions.

HCWT may award a contract based on offers received, without discussion of such offers with the applicants. Each offer should, therefore, be submitted in the most favorable terms from a cost, programmatic and technical standpoint.

9. PROTEST PROCEDURES

Any protest to the proposed award of a contract by HCWT shall be submitted in writing to the Director of the Department of Housing, Community Works and Transit, delivered not later than seven (7) business days from the date of the selection of Consultant by the Proposal Review Committee. The appeal shall identify the RFP in question, specify all the reasons why the appealing party disagrees with the selection, and shall include all relevant facts in support of the appeal. Appeals will be decided upon the basis of the written appeal, information previously submitted by the appealing party and other proposers, staff recommendations and the written evaluation of the Proposal Review Committee, if any. The Director may also solicit and/or consider additional information from any of the proposers. The Director is under no obligation to reject the selection of the Proposal Review Committee unless it is unsupported by substantial evidence, or is arbitrary or capricious. In the event the Director determines that the selection of the Proposal Review Committee is unsupported by substantial evidence, or is arbitrary or capricious, the Director may recommend that the appealing party, or another proposer ranked higher by the Proposal Review Committee, be awarded the contract, or may recommend rejection of all proposals. The decision of the Director regarding the appeal shall be considered final. The contract award, however, shall be within the sole discretion of the County Board.

DRAFT

COOPERATIVE AGREEMENT

for the

Master Development Strategy of the Blake Road Station Area

This Agreement is between Hennepin County Housing and Redevelopment Authority (“HCHRA”), 701 Fourth Avenue South, Suite 400, Minneapolis, MN 55415; the Minnehaha Creek Watershed District (“MCWD”) 15320 Minnetonka Blvd., Minnetonka, MN 55345; and the City of Hopkins (“HOPKINS”) 1010 1st Street South, Hopkins, MN 55343.

WHEREAS, Hennepin County (“County”) has established Hennepin Community Works, a County program to develop projects in partnership with communities, cities and other stakeholders to focus public and private investment along designated corridors; this approach is grounded in the robust participation of residents, businesses, government agencies and community organizations and embraces five key principles:

- Stimulate economic development;
- Promote effective planning and implementation;
- Maintain and improve natural systems;
- Strengthen community connections;
- Enhance the tax base;

WHEREAS, the County established a Transit Oriented Development Program in 2003 which is administered by the HRA to support both redevelopment and new construction that enhances transit usage, increases density along transit corridors and reinforces both the community and the transit system;

WHEREAS, the parties to this Agreement are each active partners in an effort to apply these Community Works and Transit Oriented Development principles to the Southwest Light Rail Transit Project corridor through the Southwest Community Works Steering Committee;

WHEREAS, the Hennepin County Regional Railroad Authority has acquired the 43 Hoops site in relation to planning for the Southwest LRT Project, and this site presents redevelopment opportunities for the Blake Road Station Area;

WHEREAS, the MCWD has embraced this Community Works approach through a commitment to Balanced Urban Ecology, the vision that successful, sustainable, livable communities are built on a foundation of integrated planning – planning that recognizes communities as living organisms and takes into consideration all components of the urban ecology to work in reasonable harmony; the MCWD seeks to manage natural resources within this broader ecological context by integrating its work with that of other partners in the public, private and civic sectors, through genuine community collaboration that protects and improves water resources

while attaining economic growth and a high-quality built environment; the parties to this Agreement have worked together in the restoration of the Minnehaha Creek Corridor and Cottageville Park, among other initiatives; the MCWD acquired the Cold Storage site through its land conservation program to: (1) improve the quality and manage the quantity of stormwater runoff; (2) enhance the ecological integrity of the stream system; and (3) facilitate broader community goals of economic development and livability by allowing the restored stream system to be integrated into the developed landscape;

WHEREAS, HOPKINS through its Comprehensive Plan has committed to land use and development goals that include: maintaining a viable downtown commercial core; maintaining a strong employment base; continuing to emphasize compatible land uses between adjacent jurisdictions; maintaining appropriate transitions between land uses; taking advantage of redevelopment opportunities to capture future Light Rail Transit (LRT) initiatives; and continuing to coordinate land use and transportation needs; HOPKINS has also worked in partnership with the County, the HRA and MCWD to develop the Blake Road Corridor Small Area Plan, which identifies opportunities for the enhancement and connection of green open space, redevelopment, and streetscape improvements;

WHEREAS, through these shared principles, vision, and goals, the parties to this Agreement wish to facilitate and guide a Master Development Strategy (“Strategy”) for the Blake Road Station Area of the Southwest Light Rail Transit Project, with a particular focus on three sites: 325 Blake Road; the area surrounding the future Blake Road Station Park and Ride facility (*define more precisely*); and the 43 Hoops/McCoys/Pizza Luce parking site (“Focus Area”);

WHEREAS, by Resolution No. xxxx the COUNTY authorized its participation in the Strategy;

WHEREAS, by Resolution No. yyyy the HCHRA/HCRRA authorized its participation in the Strategy;

WHEREAS, by Resolution No. zzzz the MCWD authorized its participation in the Strategy;

WHEREAS, by Resolution No. aaaa HOPKINS authorized its participation in the Strategy;

WHEREAS, the Project fits within the goals of a multijurisdictional program authorized under Minnesota Statutes §383B.79 (the “Program”); and

WHEREAS, the, HCHRA, MCWD and HOPKINS have the authority to participate in the Strategy and to contribute funding pursuant to Minnesota Statutes §§383B.79 and 469.001 to 469.047; 103B.241; and other applicable law; and

WHEREAS, the parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§383B.79, 469.001 to 469.047; 103B.241; and other applicable law,

The parties agree as follows:

1. Cooperation for Master Development Strategy: Pursuant to Minnesota Statutes, Section 383B.79, the parties shall cooperate with their respective resources to support a Master Development Strategy that provides a clear and compelling vision for the Blake Road Station Area that is attuned to market realities and includes an effective implementation plan, subject to the following requirements:

a. That HOPKINS retains its jurisdiction over all issues of local concern relating to zoning, land usage, building code requirements and compliance with all applicable city codes and ordinances.

b. *That the payment or repayment of any bonds issued by a party as part of the project financing will be made solely by that party.*

c. *That the full faith and credit of one party will not be pledged as a source of payment or repayment of another party's financial obligations.*

2. Funding. The parties agree to contribute funds to the Strategy as follows:

a. The HRA will contribute \$150,000 to the Strategy, and the in-kind resources of the Housing, Transit and Community Works staff;

b. The MCWD will contribute up to \$50,000 to the Strategy, one-half of which will be paid to the HRA by and within 30 days of receipt of an invoice and supporting documentation for eligible costs incurred following initiation of the Strategy development, and one-half of which the second half of which will be paid by and within 30 days of receipt of an invoice and supporting documentation for eligible costs incurred following the completion of the Strategy, and the in-kind resources of its planning staff; and

c. HOPKINS will contribute the in-kind resources of its planning staff, including regulatory guidance on planning and zoning approvals, tax increment finance analysis, market knowledge, and city's vision.

3. Strategy Goals. The parties agree to the following goals for the Strategy, which will be reflected in the Request for Proposals described below and in the work products delivered for the Strategy:

a. *Comprehensive Vision*: The Strategy will build on existing work to articulate through narrative and images a comprehensive vision for the Blake Road Station Area and the particular Focus Area, including an integrated mix of housing, connections to green and open space, access to multiple modes of transportation; and regional stormwater management;

b. *Community Engagement*: The process to develop the Strategy will include effective engagement, providing the Blake Road Corridor residents and businesses an opportunity for meaningful input on types of uses and design preferences before decisions are made and so that expectations are clear and well-founded;

c. *Market Viability*: The process to develop the Strategy will include reference to available market data and market studies, and effective consultation with developers who know the area market and understand the community's vision in order to assure that the Strategy is realistic

and can be implemented effectively;

d. Clear Implementation Pathway: Based on overall redevelopment of the Blake Road Corridor and the particular Focus Area, the Strategy will provide specific recommendation on the timing and phasing of redevelopment, including reconstruction of Blake Road, a plan for public financing, a plan for regulatory approvals (such as zoning, density, potential PUD), with an understanding of market absorption, owners' needs and timing, and impacts to the community.

4. Relevant Previous Work: The parties agree that the Strategy will build on all previous work concerning the Blake Road Station Area, including but not limited to: the Southwest Corridor Investment Framework Transitional Station Area Action Plan; Blake Road Corridor Small Area Plan; City of Hopkins Comprehensive Plan; Southwest Corridor Housing Gaps Analysis; and Minnehaha Creek Corridor Plan.

5. Coordination and Work Plan: The HRA will be responsible to issue a Request for Proposals for consultant services to develop the Strategy, select and contract with the consultant, and manage and supervise the consultant's work, and will cooperate with the other parties in this process as follows:

a. *Request for Proposals (RFP):* The HRA will prepare a draft RFP and provide it to the MCWD and HOPKINS for review and approval prior to its distribution;

b. *Selection of Consultant:* The HRA will include the MCWD and HOPKINS in the process to review proposals and will select the consultant with the review and approval of MCWD and HOPKINS;

c. *Meet with Consultant at Key Milestones:* The HRA will include the MCWD and HOPKINS in the kickoff meeting to launch the development of the Strategy, and also in such other meetings where work product deliverables are presented for review and approval, including the draft and final report of the Strategy, and include the MCWD and HOPKINS in any presentations to the HRA Board, City Council, or other public bodies.

6. Merger and Modification.

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

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

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

HRA Katie Walker, Southwest Corridor Project Manager
catherine.walker@hennepin.us
Phone: 612-348-2190
701 4th Avenue S, Suite 400
Minneapolis, MN 55415

MCWD: James Wisker, Director of Planning,
Projects & Land Conservation Programs
jwisker@minnehahacreek.org
Phone: 952-641-4509
15320 Minnetonka Blvd.
Minnetonka, MN 55345

HOPKINS: Kersten Elverum, Director of Planning & Development
City of Hopkins
kolverum@hopkinsmn.com
Phone: 952-548-6340
1010 1st St S
Hopkins, MN 55343

8. Notices. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notice to the HCHRA shall be sent to the Executive Director at the address stated in the opening paragraph of the Agreement. Notice to the other Parties shall be sent to the address stated in the opening paragraph of the Agreement.

9. Termination of Agreement. Any of the parties will have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other parties at least thirty (30) days prior to the specified effective date of such termination. In the event that the MCWD elects to terminate this agreement, it will be responsible to pay a pro-rata share of consultant costs incurred by the HRA as of the specified effective date.

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

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

12. Use of Work Products. The parties may use, without restriction, the work products of the Strategy, including but not limited to reports and documents.

13. The above Recitals are incorporated into this Agreement.

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COUNTY BOARD AUTHORIZATION

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by the County
Attorney's Office

By: _____
Chair of Its County Board

By: _____

Date: _____

ATTEST: _____
Deputy Clerk of County Board
Date: _____

Recommended for Approval
County Administrator

By: _____

By: _____

Date: _____

Department Director, Housing,
Community Works and Transit

And: _____

Assistant County Administrator-Public Works Date: _____

HENNEPIN COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

By: _____

Chair of Its Board

ATTEST: _____

Deputy Clerk of the County Board

Date: _____

By: _____

Executive Director

Date: _____

By: _____

Deputy Executive Director

CITY OF HOPKINS

By: _____
Its:

City Department Approval

Approved as to Form

City Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____ Date:
Its President

Approved for form and execution:

MCWD Counsel