



Title: Authorization to enter Local Trail Connection Agreement with Three Rivers Park District for Six Mile Marsh Prairie trail

Resolution number: 21-049

Prepared by: Name: Laura Domyancich-Lee
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Reviewed by: Name/Title: Michael Hayman, Project Planning Manager

Recommended action: Approve the agreement with Three Rivers Park District providing for the construction of a local trail connection from the Dakota Rail Regional Trail to a planned pedestrian trail on the Six Mile Marsh Prairie property in Minnetrista, MN.

Schedule: July – August 2021: Project design
September 2021: Construction bidding
October – November 2021: Trail construction and interpretive element fabrication
April 2022: Trail construction completion and interpretive element installation

Budget considerations: Fund name and code: Six Mile Marsh Prairie Restoration 3-3106
Fund budget: \$347,861 (Phase II Trail and Interpretation)
Expenditures to date: \$25,998
Requested amount of funding: \$0

Past Board action: Res # 08-092 Halstead Bay Wetland Restoration Project, Project Ordering
Res # 11-052A Authorization to purchase Halverson property in the Six Mile Marsh Subwatershed
Res #12-077 Authorization to execute a contract for design and construction oversight for the Halverson-Dimler Restoration
Res # 13-027 Six Mile Marsh Prairie Restoration Project – Award of Construction Contract
Res # 20-101 Amendment to the 2021 Budget
Res # 21-021 Authorization to release the request for proposals for Six Mile Marsh Prairie trail and interpretation design
Res # 21-034 Authorization to execute contract for Six Mile Marsh Prairie trail and interpretation design

Summary:

Beginning in 2008, the Minnehaha Creek Watershed District (MCWD) began to identify opportunities for wetland restorations that would reduce external phosphorus loading to Six Mile Creek and downstream Halstead Bay. These efforts led to the 2011-2012 purchases of three adjacent parcels that total 210 acres and are positioned on the north edge of Six Mile Marsh. In 2013, the MCWD undertook restoration of these former agricultural properties, collectively known as the Six Mile Marsh Prairie Restoration. The restoration of the site as a whole has been aimed at both reducing nutrient loading and improvement of upland prairie, wetland, and woodland habitat within the site. Today, less than 2% of Minnesota's prairie habitat remains from the 18 million acres that once stretched across the state from southeast to northwest. This habitat type continues to decline, and the Six Mile Marsh Prairie preserves this increasingly rare

ecosystem. Over the past eight years, approximately 130 acres of the property has been actively managed to support and enhance the restoration and now features 110 acres of native prairie, 10 acres of high-quality wetlands, and 10 acres of restored oak savanna. The remaining 80 acres is part of the Six Mile Marsh wetland complex.

Included in 2012 design plans for the restoration of the site were future trail alignments that proposed two options for a spur trail from the Dakota Rail Regional Trail which lies on the property's western boundary. However, construction of a spur trail was deferred to allow the restoration time to establish prior to evaluating and providing for public access on the site.

Since 2016, a trail has been mowed in the general alignment of the proposed trail which connects to the regional trail. This temporary trail has offered MCWD staff the opportunity to observe the level of use from the regional trail and surrounding neighborhoods and to contemplate the best possible permanent trail alignment considering a number of site factors including potential trail uses, interpretive locations, site topography, and long-term operations and management of the site.

The 2021 Capital Improvement Plan included \$172,851 carried forward from the original capital project budget to design and construct a future public access trail into the Six Mile Marsh Prairie from the Dakota Rail Regional Trail. Given recent success with trail design and site interpretation at Wassermann Lake Preserve and the greater investment into the Six Mile Creek-Halsted Bay (SMCHB) subwatershed as a focal geography, the Board of Managers approved a budget amendment on December 17, 2020 that increased the project budget to \$347,861 to support the development of a more comprehensive site access and interpretation plan.

In March 2021, MCWD released a request for proposals for design of a pedestrian trail and site interpretation, and following a competitive process, Damon Farber Landscape Architects was selected to lead design and has been engaged in that effort since May. Through an evaluation of site features, existing grades, and sight lines, Damon Farber recommended that the connection to the regional trail be built in the location shown on Attachment 1.

The process by which a local connection can be built to a regional trail includes an on-site evaluation of the area of connection by Three Rivers Park District (TRPD), which manages the regional trail, and Hennepin County Regional Rail Authority (HCRRRA), which owns the corridor of land on which the regional trail is located. During the on-site evaluation, TRPD and HCRRRA staff indicated that the area of connection was suitable, gave specific guidance as to trail surfacing and signage, and have since reviewed design plans for the trail connection which traverses approximately 45-feet of HCRRRA property before reaching the Six Mile Marsh Prairie property. This approval of location for the connection and agreement to terms by which the connection is constructed and maintained has been memorialized in a Local Trail Agreement (Attachment 2). This alignment shown on Exhibit B of the agreement is preliminary but indicates the specific connection point to the Regional Trail for purposes of the agreement. The agreement also specifies standards to which the local trail connection must be built, that MCWD is wholly responsible for the cost of construction of the connection, that TRPD is responsible to maintain the portion of the connection built to regional trail standards, and that MCWD is responsible to maintain the portion of the trail which will be constructed with an aggregate surface and taper to a reduced trail width. The boundaries of these areas of responsibility are indicated on Exhibit B of the agreement.

Staff are seeking authorization to enter into the Local Trail Agreement with Three Rivers Park District for construction of a pedestrian trail on the Six Mile Marsh Prairie site connecting to the Dakota Rail Regional Trail.

Supporting documents:

Attachment 1: Trail Connection Plan

Attachment 2: Local Trail Agreement



RESOLUTION

Resolution number: 21-049

Title: Authorization to enter Local Trail Agreement with Three Rivers Park District for the Six Mile Marsh Prairie trail

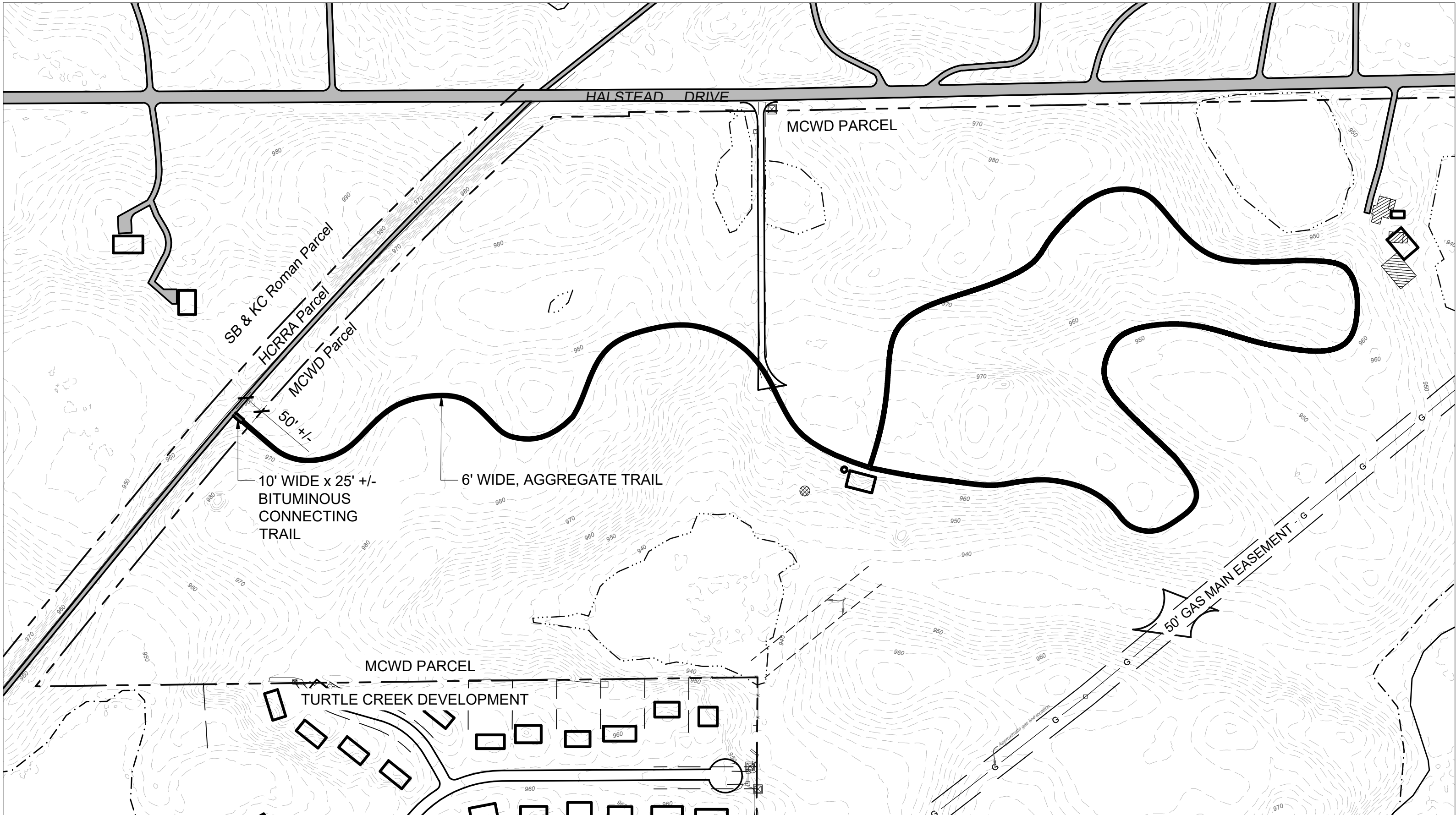
- WHEREAS in August 2011 and August 2012, the Board of Managers authorized the purchase of three contiguous parcels north of the Six Mile Marsh totaling 210 acres for the purpose of implementing restoration of wetland basins and adjacent upland within the site to advance nutrient reduction goals in the subwatershed and particularly to lower phosphorus export to Halstead Bay which requires the largest phosphorus load reduction within the Minnehaha Creek Watershed District (MCWD);
- WHEREAS in January 2013, the Board of Managers approved the final design of the Six Mile Marsh Prairie Restoration project which implemented 110 acres of wetland and adjacent upland restoration and developed concept plans for future construction of a spur trail to create public access to the property once the restoration was established;
- WHEREAS pursuant to Resolution 14-047, the Board of Managers identified the Six Mile Creek-Halstead Bay (SMCHB) subwatershed as a priority area for focusing planning activities and coordination efforts with subwatershed partners. The Six Mile Marsh Prairie Restoration project has been advanced with support from the City of Minnetrista, Three Rivers Park District, Hennepin County Regional Rail Authority, and the US Fish and Wildlife Service;
- WHEREAS in January 2018, the Board of Managers adopted the MCWD Watershed Management Plan (WMP), which incorporated a comprehensive restoration strategy for the SMCHB subwatershed to achieve MCWD's goals of protecting and improving water quality, water quantity, ecological integrity, and thriving communities through land use and water integration. The WMP includes MCWD program activities which include engaging and educating communities on water resource issues and building support for MCWD projects;
- WHEREAS in December 2020, the Board of Managers amended the 2021 budget to increase the budget for the Six Mile Marsh Prairie Restoration project to \$347,861 for design and construction of a trail connecting the Dakota Rail Regional Trail to the Six Mile Marsh Prairie site and interpretive elements for the project;
- WHEREAS in March 2021, the Board of Managers authorized the release of the request for proposals for design services for the Six Mile Marsh Prairie trail and interpretation;
- WHEREAS in May 2021, the Board of Managers authorized the execution of a contract with Damon Farber Landscape Architects for design of the Six Mile Marsh Prairie trail which would connect to the Dakota Rail Regional Trail on the site's western boundary;
- WHEREAS the construction of a local trail connection to the regional trail, located on property of the Hennepin County Regional Rail Authority and managed by Three Rivers Park District (TRPD), requires TRPD's approval of design plans and agreement by TRPD and MCWD on financial responsibility related to construction and future maintenance of the trail, which is memorialized by a Local Trail Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorize the Board President, on advice of Counsel, to execute the Local Trail Agreement with Three Rivers Park District for the construction of the Six Mile Marsh Prairie trail.

Resolution Number 21-049 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 7/22/2021

_____ Date: July 22, 2021
Secretary

DRAFT



Local Trail Connection Agreement
Minnehaha Creek Watershed District
and
Three Rivers Park District

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the Minnehaha Creek Watershed District, (hereinafter called the "MCWD") and Three Rivers Park District located at 3000 Xenium Lane North, Plymouth, MN 55441 (hereinafter called "Park District").

RECITALS:

WHEREAS, Park District owns and maintains the Dakota Rail Regional Trail (DRRT) within right-of-way owned by the Hennepin County Regional Rail Authority (HCRRA); and

WHEREAS, the MCWD desires to connect to the DRRT a trail network on adjacent property that it owns, in one unique location as shown on attached Exhibit A (hereinafter, the "Trail Connection"); and

WHEREAS, MCWD is financially responsible for the construction of the Trail Connection, and will administer the construction of the Trail Connection, which consists of: (a) a bituminous trail section 25 feet in length, more or less, physically connecting to the DRRT; (b) a culvert parallel to the DRRT to maintain drainage beneath the bituminous section; (c) a trail section of crushed aggregate that transitions the bituminous section to the MCWD property boundary; (d) signage identifying the Trail Connection; and (e) associated grading and site stabilization; and

WHEREAS, upon final inspection and acceptance of the Trail Connection, the Park District will maintain full ownership and maintenance rights of the part of the Trail Connection consisting of the bituminous section and the culvert; and

WHEREAS, upon final inspection and acceptance of the Trail Connection, MCWD will maintain full ownership and maintenance rights of the Trail Connection on MCWD property and of the crushed aggregate part of the Trail Connection on HCRRA property as shown on Exhibit A; and

NOW, THEREFORE, the Park District and MCWD, in consideration of the premises and agreements herein contained, agree as follows:

A. Representatives

- 1) MCWD hereby designates Laura Domyancich-Lee, Planner-Project Manager, to serve as Representative (hereinafter called the "MCWD Representative").
- 2) Park District hereby designates, Danny McCullough, Regional Trail System Manager, to serve as Park District Representative (hereinafter called the "Park District Representative").

- 3) MCWD and Park District Representatives are authorized to review and approve final design, design modifications, field changes, and change orders including changes which result in a greater cost to MCWD.

B. Design and Construction

- 1) MCWD shall be responsible for design, construction, and construction administration of the Trail Connection. Permits and approvals required to design and construct the trail shall be the responsibility of MCWD.
- 2) Design of the bituminous part of the Trail Connection and trail signage shall be in accordance with standards and guidelines of the Park District as shown on Exhibit B. The design of the crushed aggregate part of the Trail Connection is subject to Park District approval, which the Park District will not unreasonably withhold.
- 3) MCWD shall provide notice to the Park District of Trail Connection construction commencement.
- 4) The MCWD shall consult Park District Representative regarding construction issues and reasonable modifications to the work in progress. However, the MCWD is ultimately responsible to review, address, and approve field changes and change orders except as provided herein. Field changes and change orders that deviate from Exhibit B must be reviewed and approved by Park District Representative prior to execution.
- 5) MCWD shall schedule a final inspection walkthrough with Park District Representative. Upon correction of any deviations from Exhibit B identified in the final inspection walk through, MCWD shall notify the Park District in writing, indicating completion of the Trail Connection project.

C. Jurisdiction

MCWD acknowledges that the Trail Connection will be built on land owned by the HCRRA- some of which the Park District has rights to via a permit. MCWD hereby grants permission to Park District to enter the project site to conduct project observation. Park District hereby grants MCWD permission to enter the portion of HCRRA property on which Park District has rights, to conduct work associated with the Trail Connection Project.

- 1) Upon completion of the Trail Connection and acceptance by the Park District, the Park District shall own the portion of the Trail Connection consisting of the bituminous section and associated culvert and MCWD shall have no claim to that portion of the Trail Connection.
- 2) Upon completion of the Trail Connection and acceptance by MCWD, MCWD shall own and be solely responsible and liable for the balance of the Trail Connection on HCRRA property and the Park District shall have no claim to that part of the Trail Connection. MCWD shall acquire any necessary rights to construct Trail Connections outside Park District property.

D. Financing

- 1) MCWD is responsible for all costs related to the Trail Connection project including, but not limited to, construction, consultant/administration contract services, testing, and other miscellaneous fees.
- 2) Park District shall be responsible for its own costs related to staff time for reviewing plans, site visits, any other design or legal review, and its maintenance activity.

E. Maintenance of Trail

- 1) The Park District will be responsible for renovation, replacement, repair, maintenance, and upkeep of those parts of the Trail Connection that it owns. The Park District will maintain the bituminous section in the same manner and condition as it maintains the adjacent DRRT section, and will maintain the underlying culvert to preserve its ordinary function. If the Park District must obstruct passage to perform maintenance, it will provide safe alternate passage as feasible.
- 2) That part of the Trail Connection that the MCWD owns shall be the responsibility of MCWD for renovation, replacement, repair, maintenance, and upkeep.

F. Signage

- 1) The Park District will provide and maintain signage for the Trail Connection on HCRRRA property. Signage will indicate what portions of the Trail Connection are owned and operated by the Park District.
- 2) MCWD will provide and maintain signage for the Trail Connection on MCWD property.

G. Law Enforcement

- 1) Notwithstanding anything herein to the contrary, the Park District shall have the right to enforce its rules, regulations and ordinances with respect to the Trail Connection. MCWD shall not promulgate any ordinance, rule or regulation which contravenes any ordinance, rule or regulation of the Park District with respect to the Trail Connection.

H. Indemnification

- 1) MCWD will defend Park District with respect to any claim alleged to arise from MCWD design or construction of the Trail Connection, or MCWD maintenance of that part of the Trail Connection for which it is responsible under this Agreement. Park District will defend MCWD with respect to any claim alleged to arise from Park District maintenance of that part of the Trail Connection for which it is responsible under this Agreement.

MCWD will hold Park District harmless with respect to any loss, and indemnify it with respect to any claim or liability (including costs and

attorney fees reasonably incurred for defense), to the extent that the loss, claim or liability results from a negligent or willful act or omission of the MCWD in designing or constructing the Trail Connection, or in maintaining that part of the Trail Connection for which it is responsible under this Agreement.

Park District will hold MCWD harmless with respect to any loss, and indemnify it with respect to any claim or liability (including costs and attorney fees reasonably incurred for defense), to the extent that the loss, claim or liability results from a negligent or willful act or omission of Park District in maintaining that part of the Trail Connection for which it is responsible under this Agreement.

The preceding protections apply to the Park District and MCWD, and to their respective board members, employees and agents.

Nothing herein waives or limits any immunity or defense that either party enjoys under law. Nothing herein shall change or otherwise affect the liability limits established under Minn. Stat. chapter 466, as amended. The liability limitations established in Minn. Stat. chapter 466 shall apply to undertakings pursuant to this Agreement, and no individual or entity may seek to increase recovery beyond the statutory amounts set forth in Minn. Stat. chapter 466 by attempting to aggregate the statutory amounts applicable to the Park District or MCWD.

I. Successor and Assigns

- 1) The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither MCWD nor the Park District shall have the right to assign any right, obligation or interest in or under this Agreement to any other party without the prior written consent of the other party hereto.

J. Amendment, Modification or Waiver

- 1) No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the party or parties to be bound, or its duly authorized representative. Any waiver by either party shall be effective only with respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either party with respect to any similar or dissimilar occurrences in the future.

IN WITNESSETH WHEREOF, the parties have made and executed this Agreement the day and year first written above.

THREE RIVERS PARK DISTRICT

Dated: _____, 2021. _____
_____, Board Chair

Dated: _____, 2021.

_____, Superintendent
and Secretary to the Board

MINNEHAHA CREEK WATERSHED DISTRICT

Dated: _____, 2021.

By:
Its: Board President

Exhibit A

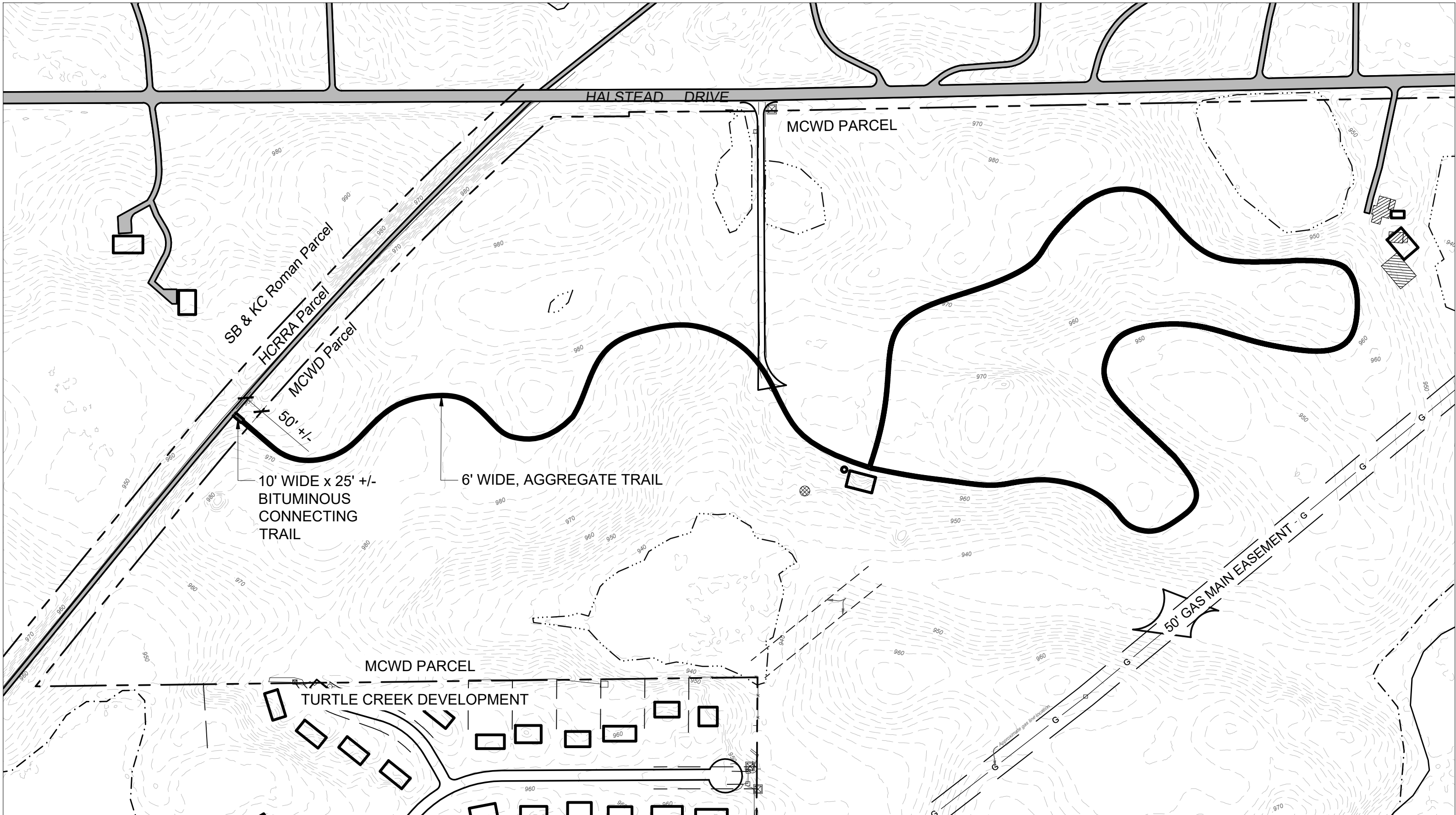
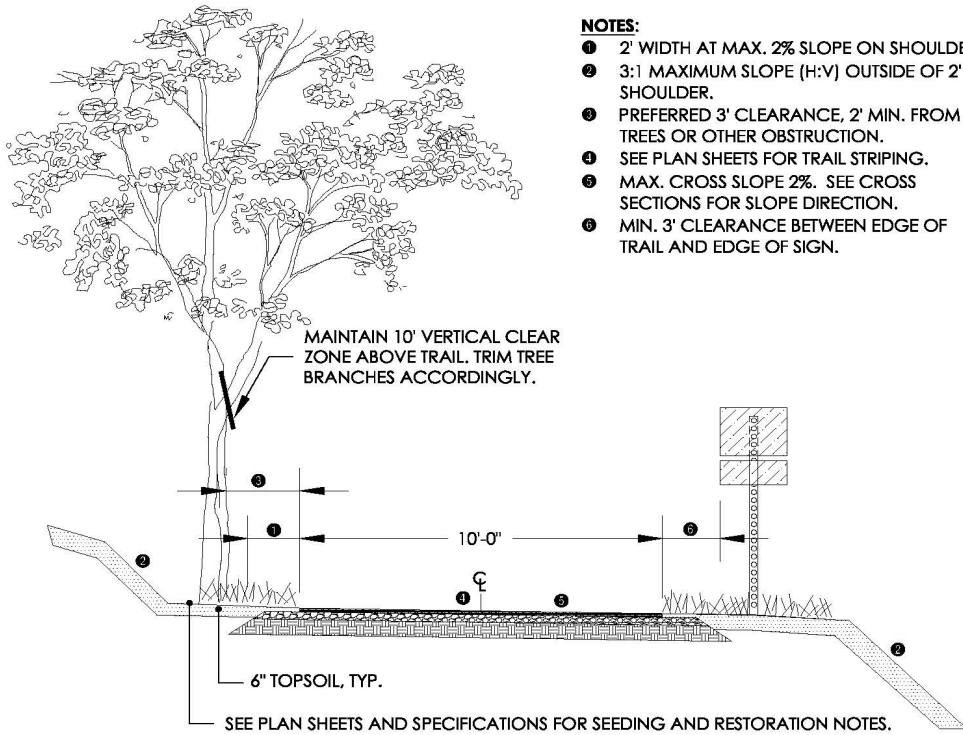
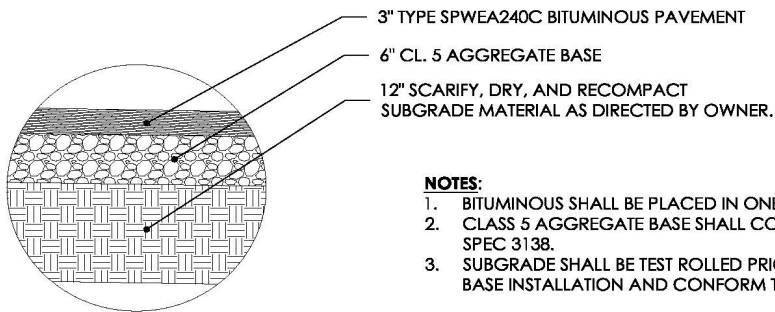


Exhibit B



NOTES:

- ① 2' WIDTH AT MAX. 2% SLOPE ON SHOULDER.
- ② 3:1 MAXIMUM SLOPE (H:V) OUTSIDE OF 2' SHOULDER.
- ③ PREFERRED 3' CLEARANCE, 2' MIN. FROM TREES OR OTHER OBSTRUCTION.
- ④ SEE PLAN SHEETS FOR TRAIL STRIPING.
- ⑤ MAX. CROSS SLOPE 2%. SEE CROSS SECTIONS FOR SLOPE DIRECTION.
- ⑥ MIN. 3' CLEARANCE BETWEEN EDGE OF TRAIL AND EDGE OF SIGN.



NOTES:

1. BITUMINOUS SHALL BE PLACED IN ONE LIFT.
2. CLASS 5 AGGREGATE BASE SHALL CONFORM TO MnDOT SPEC 3138.
3. SUBGRADE SHALL BE TEST ROLLED PRIOR TO AGGREGATE BASE INSTALLATION AND CONFORM TO MnDOT SPEC 2111.

TR-2 TYPICAL TRAIL SECTION 10' OFF-ROAD

NTS