

MEMORANDUM of UNDERSTANDING
Among the City of Minneapolis, Minnehaha Creek Watershed District
and Minneapolis Park and Recreation Board

Stormwater Runoff Volume Management, Minnehaha Creek Subwatershed

This Memorandum of Understanding (MOU) is made by the City of Minneapolis, the Minneapolis Park and Recreation Board (MPRB), and the Minnehaha Creek Watershed District (MCWD) (together, the parties).

Recitals and Statement of Purpose

- A. The parties are committed to sound stormwater management within the Minnehaha Creek subwatershed of the City of Minneapolis to limit nutrient and sediment loadings to Minnehaha Creek and other surface waters, prevent localized flooding within the subwatershed, stabilize creek baseflow and support a natural and stable creek channel.
- B Minneapolis is completing the separation from the sanitary system of combined sanitary and storm sewers, rain leaders, and other sources of inflow and infiltration to reduce stormwater volumes carried by the sanitary sewer system operated by Metropolitan Council Environmental Services, to improve water quality and preserve capacity in the regional sanitary water treatment system. Minneapolis is planning several capital improvement projects to serve these purposes and address chronic localized flooding. These benefits, however, may be accompanied by an increase in the volume of stormwater runoff, nutrients and sediments discharging to Minnehaha Creek.
- C. To achieve subwatershed water quality goals including the Lake Hiawatha nutrient Total Maximum Daily Load, the MCWD is establishing a long-term goal for reducing annual stormwater runoff volume within the subwatershed through measures that include projects to infiltrate and otherwise abstract stormwater prior to discharge into Minnehaha Creek. These efforts also can increase creek baseflow, reduce peak discharge to the creek, limit channel flooding, reduce streambank erosion and improve aquatic habitat.
- D. As the owner of land riparian to the creek and of open space and other lands adjacent to surface waters within the subwatershed, and the agency responsible for

managing multiple uses of those lands, the MPRB is an essential partner in any effort to achieve the goals described in these recitals.

NOW THEREFORE the parties enter into this MOU for pursuit of a collaborative approach to the above surface water improvements.

1. The MCWD has authorized its consultant to perform assessment of volume reduction opportunities to achieve the stormwater management goals of this MOU (the “feasibility study”) through or in conjunction with Minneapolis storm drain system capital projects. The consultant will perform the services under the direction and at the expense of the MCWD. Minneapolis and the MPRB concur that the feasibility study, along with other collaborative work by the parties should it occur outside the feasibility study, will provide a sound basis to identify potential projects to augment or accompany Minneapolis storm drain system capital projects.

2. In recognition of the MCWD’s investment in the feasibility study, to enhance the value of that study and to efficiently use public resources, Minneapolis and the MPRB commit to supporting the study and, once it is completed, working to explore implementation of study results on specific terms to be determined by the parties.

3. Each party will name two technical representatives to a study advisory team. One MCWD representative will serve to chair the advisory team and manage the team’s participation in the study. Representatives for each party will be responsible to:

a. Facilitate that party’s assistance to the MCWD’s consultant in its performance of the feasibility study.

b. Review and comment on the draft and final feasibility study, as requested by the advisory team chair.

c. Communicate with others in their organizations on the progress and content of the feasibility study, and secure the involvement of others as will improve the usefulness of the study and advance the parties’ collaboration in project implementation.

d. Apprise other team members of interests or concerns of their organization relating to the matters involved in the feasibility study and invite team members

to public meetings and other appropriate forums when their organization will be discussing or considering such matters.

e. Attend advisory team meetings as requested by the advisory team chair to further the goals of this MOU.

4. Subject to the Data Practices Act and any other relevant legal constraints, each party, on request, will share with the MCWD's consultant and each other all information and data useful to performance of the feasibility study and subsequent consideration of project implementation, including but not limited to system engineering information; land use information; hydraulic, hydrologic and soils data; conceptual project designs; and cost estimate data.

5. Each party will provide the MCWD's consultant access on reasonable terms to any land owned or managed by that party and authority to undertake inspections, surveys, monitoring and tests relevant to the feasibility study. The MCWD will repair or compensate the party for any damage caused by entry.

6. When the feasibility study is completed, technical and policymaking representatives of the parties, in recognition of their mutual commitment to the stormwater management goals described in this MOU, will work in good faith to explore the implementation of projects recommended or suggested by the study and the means of allocating implementation roles and responsibilities among the parties.

IN WITNESS WHEREOF, the parties execute this Memorandum of Understanding.

MINNEHAHA CREEK WATERSHED DISTRICT

James B. Calkins, President

Date: _____

APPROVED AS TO FORM AND EXECUTION

MCWD Counsel

Date: _____

**CITY OF MINNEAPOLIS
APPROVED AS TO FORM**

By _____
Assistant City Attorney

Date: _____

Approved _____
Department Head responsible for Contract Monitoring for this contract

Date: _____

Countersigned _____
Finance Officer Designee

Date: _____

MINNEAPOLIS PARK & RECREATION BOARD

Tom Nordyke, President

Date: _____

Donald Siggelkow, Secretary to the Board

Date: _____

APPROVED AS TO FORM AND EXECUTION

MPRB Counsel

Date: _____