

**MEMORANDUM OF UNDERSTANDING  
SOCHACKI PARK WQI PROJECT IMPLEMENTATION**

This Memorandum of Understanding (“MOU”) is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (the “Commission”), the Three Rivers Park District, a body corporate and politic under the laws of Minnesota (“TRPD”), and the cities of Robbinsdale and Golden Valley, each a Minnesota municipal corporation (“Robbinsdale and “Golden Valley,” respectively). The Commission, TRPD, Robbinsdale, and Golden Valley may be referred to herein collectively as the “Parties.”

**RECITALS**

- A. On September 17, 2015, the Commission adopted the Bassett Creek Watershed Management Commission Watershed Management Plan (the “Commission Plan”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231. The Commission Plan incorporates the Commission’s 10-year capital improvement program, and the projects contained therein are generally eligible to be paid for with Commission levy dollars.
- B. Sochacki Park is a 62-acre public park located in Robbinsdale and Golden Valley, and said park is jointly operated and maintained by TRPD, Robbinsdale, and Golden Valley. The park contains three DNR public water wetlands known as Grimes Pond, North Rice Pond, and South Rice Pond, which each have poor levels of water quality and discharge directly into Bassett Creek.
- C. TRPD recently completed the Sochacki Park Subwatershed Assessment which identifies several best management practices that include water quality improvements within Sochacki Park, certain components of which will meet the criteria for Commission CIP funding (the “Proposed Sochacki Park WQI Project”). The Proposed Sochacki Park WQI Project would be a component of a larger park project, and TRPD has therefore proposed and requested that the Commission formally add the Proposed Sochacki Park WQI Project to its Commission Plan and contribute CIP levy funds toward its construction in accordance with state and local laws.
- D. The Proposed Sochacki Park WQI Project includes elements and best management practices in and around Sochacki Park that would directly result in improved water quality and improved wetland functions within Sochacki Park, which would result in water quality improvements to Bassett Creek.
- E. On March 16, 2023, the Commission chose to begin the formal process necessary to add the Proposed Sochacki Park WQI Project to its Commission Plan, which requires a minor plan amendment, and provided direction to staff to work with the other Parties to memorialize next steps related to project implementation.

- F. To that end, this MOU is intended to provide clarity related to procedural requirements for the Commission's involvement in the Proposed Sochacki Park WQI Project, including timelines and expectations, and therefore it establishes a general roadmap for the various steps necessary to ensure that the Parties have an understanding of those elements moving forward.

### MEMORANDUM OF UNDERSTANDING

In consideration of the foregoing recitals, which are incorporated into and made a part of this MOU, it is hereby understood by the Parties as follows:

1. Requirements for Commission Participation and Funding. Before the Proposed Sochacki Park WQI Project can be formally ordered by the Commission, constructed, and funded with Commission tax levy dollars, a number of procedural steps are necessary, and those steps and the Parties' understanding for how they will be implemented are outlined in subsections 1.A-E below. Nothing contained herein shall be interpreted as a guarantee that the Proposed Sochacki Park WQI Project will indeed be ordered and funded by the Commission, and to that end, each party understands the risks associated with incurring any project-related expenses prior to the completion of all required steps.
  - A. *Minor Plan Amendment.* The Proposed Sochacki Park WQI Project must first be formally added to the Commission Plan. Although the process for doing that has been initiated, certain formal steps are now required, including, but not necessarily limited to, due notice and review by various public bodies, a 30-day comment period, a public hearing before the Commission, which is scheduled for May 18, 2023, and final Commission action thereafter. The Commission is currently in the process of following those steps to the extent required.
  - B. *Feasibility Study Preparation; Commission Review.* If the Proposed Sochacki Park WQI Project is added to the Commission Plan via the above-described plan amendment process, it cannot proceed unless and until the Commission reviews a project feasibility study and thereafter provides direction on which alternatives to implement with Commission CIP funding. To that end, TRPD intends to, at its sole expense, hire Barr Engineering to prepare said feasibility study during 2023 so that the Commission is able to set an appropriate maximum levy and final levy for 2024. Said feasibility study must meet all Commission requirements, including those contained in the Commission's Feasibility Study Criteria document, dated October 17, 2013, a copy of which has been provided to TRPD. Following preparation of said feasibility study, the Commission will review and provide direction related to the project's water quality elements and a decision for which option(s) are to be implemented with Commission CIP funding.
  - C. *County Review.* If the Commission decides, in its sole discretion, to move forward with one or more water quality elements of the Proposed Sochacki Park WQI Project, the project will be reviewed by the Hennepin County Board of Commissioner's before it can be formally ordered and included in the

Commission's annual tax levy. County review would be expected in July or August of 2023, and the Parties understand that said review process may result in changes to or the potential removal of the Proposed Sochacki Park WQI Project from the Commission's annual tax levy request.

- D. *Ordering the Project; Public Hearing.* Following the above steps, the final step of ordering the Proposed Sochacki Park WQI Project would likely be presented at the Commission's regular meeting on September 21, 2023. During that meeting, the Commission would hold a duly noticed public hearing before determining whether to formally order the project and enter into a separate cooperative agreement as detailed in section 1.E below.
- E. *Cooperative Agreement.* The Commission's practice for implementing capital improvement projects is to enter into a cooperative agreement with another public body, e.g. one of its member cities, through which (i) the public body is responsible for designing the project, letting a contract, administering project construction, and ensuring long-term project maintenance; and (ii) the Commission is responsible for reimbursing the public body for actual project costs up to a certain not-to-exceed amount based on estimated costs and available funding. To that end, the Parties understand that a subsequent cooperative agreement between the Commission and one or more of the other three Parties will be necessary if the Proposed Sochacki Park WQI Project is ultimately ordered and said agreement will include all terms and conditions incorporated by the Commission on other capital projects that it provides reimbursement for. The specific roles and responsibilities of the Parties would be established within that cooperative agreement.

2. Project Reimbursement, Design and Construction.

- A. *Reimbursement.* Assuming that all required procedural steps are satisfied and the Proposed Sochacki Park WQI Project is formally ordered by the Commission, the Commission will be responsible for a portion of construction costs not to exceed a specific figure expressly approved by the Commission during the formal proceedings summarized in section 1 above, and such reimbursement is anticipated to be in addition to any grant funding. Final reimbursement numbers, when determined by the Commission, and all requirements related thereto, will be included in the cooperative agreement contemplated in subsection 1.E above. The Commission will not be responsible for any additional costs or expenses associated with the project, all of which must be paid for by the other Parties to whatever extent negotiated between them.
- B. *Design.* Plans and specifications for the Proposed Sochacki Park WQI Project (the "Plans") will be designed by TRPD and its engineer in close collaboration with the other Parties. TRPD and its engineer will work collaboratively with designated representatives from all Parties throughout the design phase to ensure that input is received and considered throughout the process. Design plans, status,

and engineering cost estimates will be shared with the Parties throughout the design phase and whenever reasonably requested. Commission reimbursement is expressly contingent on the Commission's review and approval of the Plans at both the 50 percent and 90 percent design phases, with express limitations on alterations thereafter, and specific details regarding the review process as it relates to the Plans will be incorporated into the cooperative agreement contemplated in subsection 1.E above.

- C. *Contracting for Construction.* It is understood that the Commission will not be responsible for any obligations associated with bidding, awarding a contract, and administering said contract for the Proposed Sochacki Park WQI Project, but rather those responsibilities will be taken on by either TRPD, Robbinsdale, or Golden Valley in accordance with the eventual terms of the cooperative agreement contemplated in subsection 1.E above.
3. Ownership and Maintenance. The cooperative agreement contemplated in subsection 1.E above will formally assign ownership and maintenance responsibilities for all such components and improvements and will include terms and conditions for the long term maintenance and repairs to ensure the Proposed Sochacki Park WQI Project's long-term sustainability. The Commission does not perform ongoing maintenance of capital improvement projects and so the cooperative agreement will delegate such responsibilities to one or more of the other Parties hereto.
4. Grant Applications. The Parties intend to pursue various grant opportunities to help fund the Proposed Sochacki Park WQI Project and will coordinate with one another to the extent necessary as it relates to any grant applications or other grant-related processes.
5. Ongoing Cooperation. The Parties understand and acknowledge the substantial benefits of the Proposed Sochacki Park WQI Project and intend to cooperate with one another in good faith to ensure that said project, if ultimately ordered and carried out, is delivered in a timely manner pursuant to the goals and understandings outlined herein.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first written above.

**BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION**

By: \_\_\_\_\_  
Catherine Cesnik, Chair

And by: \_\_\_\_\_  
Wayne Sicora, Secretary

**THREE RIVERS PARK DISTRICT**

By: \_\_\_\_\_  
John Gibbs, Board Chair

And by: \_\_\_\_\_  
Boe Carlson, Superintendent

**CITY OF ROBBINSDALE**

By: \_\_\_\_\_  
Bill Blonigan, Mayor

And by: \_\_\_\_\_  
Tim Sandvik, City Manager

**GOLDEN VALLEY**

By: \_\_\_\_\_  
Shep Harris, Mayor

And by: \_\_\_\_\_  
Tim Cruikshank, City Manager