

**MINNEAPOLIS SAILING CENTER
MINNEAPOLIS PARK & RECREATION BOARD
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into effective as of the date of the last signature on this document (“Effective Date”) by and between the City of Minneapolis, acting by and through its Park and Recreation Board (“MPRB”), a body corporate and politic under the laws of the State of Minnesota, and Minneapolis Sailing Center (“MSC”), a Minnesota nonprofit corporation, for the planning of the Bde Maka Ska Boat Launch and Sailing Program Relocation (“Relocation”).

RECITALS

- A. The MPRB owns and operates parkland surrounding Bde Maka Ska Park, a part of the Minneapolis Chain of Lakes Regional Park.
- B. MSC operates on parkland adjacent to Bde Maka Ska pending renewal of an agreement expiring on December 31, 2022 and offers a variety of classes and summer camps for youth and adults of all abilities.
- C. In 2017, the Board of Commissioners approved the Bde Maka Ska-Harriet Master Plan (“Master Plan”) which includes a relocation of the Bde Maka Ska Boat Launch and the MSC program to the northwest area of Bde Maka Ska.
- D. On May 19, 2021, the Board of Commissioners directed staff to pursue a memorandum of understanding with MSC, which would jointly seek opportunities for relocating boat launches and sailing school facilities away from the NE corner (“Relocation”), as recommended in the master plan to ease congestion, along with direction to explore and identify funding opportunities that might be sourced for its relocation.
- E. The proposed Relocation has strong support from the East Bde Maka Ska neighborhood organization which includes the northeast portion of Bde Maka Ska Park within the Minneapolis Chain of Lakes Regional Park.
- F. MPRB and MSC wish to complete the project by sharing costs for research, planning and design.
- G. MPRB and MSC (the “Parties”) deem it appropriate and necessary to document the intended nature of their relationship and therefore based on the foregoing enter into this Memorandum of Understanding (the “MOU”).

I. Objectives

The Parties agree the work of the MOU shall be directed to two primary objectives. Work beyond these objectives shall be subject to subsequent agreements.

- A. Fundraising. Work by MSC shall be directed to fundraising, including some assessment of the amount of funds that will be sufficient to fulfill its goals related to the Relocation. It shall be noted that funds sufficient for completion of the Relocation do not have to be in-hand at the completion of the work of this MOU. However, it will be required of MSC that at least 40 percent of the funds necessary to complete its responsibilities related to the Relocation must be in-hand prior to commencing work under any subsequent agreement related to final design and construction documents and that 100 percent of the funds must be in-hand prior to the Board of Commissioners' consideration of a resolution authorizing construction of the Relocation.
- B. Preliminary Design. This MOU is directed to the preparation of a preliminary design developed sufficiently to serve the purposes of:
 - i. demonstrating a design for the MSC and associated improvements on the northwest portion of Bde Maka Ska and building upon directions of the Master Plan;
 - ii. engaging the community regarding the Relocation;
 - iii. estimating the costs of implementing the Relocation and its constituent parts;
 - iv. demonstrating those elements of the Relocation that will be the responsibility of the MPRB and MSC and the estimated costs for the implementation of those elements for each Party;
 - v. supporting the fundraising efforts of the MSC.

II. Project Scope

- A. *Bde Maka Ska Boat Launch and Sailing Program Relocation.* (See Attachment A: a diagram of the Bde Maka Ska Boat Launch and Sailing Program Relocation) The Bde Maka Ska Boat Launch and Sailing Program Relocation is planned to include (as noted in the Master Plan) the following components:
 - a. Multi-functional building with restrooms and sufficient space for the sailing school that could include visitor facilities, rentals, meeting rooms and gathering spaces: Create a lakeside building with restrooms and sufficient space for the sailing school. The building may include an MPRB operated Chain of Lakes visitor center, concessions, meeting rooms and gathering spaces. Provide supporting facilities along the shore for the sailing school.

- i. Boat launch area, weed harvester, and boat inspections area. Relocate buoy field to NW corner:
 - a. Provide a boat launch with related short-term parking. The launch and supporting infrastructure off the parking lot shall be sufficient for public launching, emergency access, and MPRB’s environmental stewardship operations;
- ii. Drop-off, boat, temporary and ADA parking;
- iii. Treatment of run-off from parking and other impervious surfaces;
- iv. Realignment of the parkway slightly to accommodate relocated park facilities along the northwest shore of Bde Maka Ska:
 - a. Realign a section of West Bde Maka Ska Parkway to increase recreational space along the lakeshore;
- v. Bicycle parking; and
- vi. Restoration/renovation of vacated Boat Launch and Sailing Center area on the Northeast corner.

III. Roles and Responsibilities of the Parties

Task	Description	MPRB	MSC	Notes
1	Pursue public funding in support of MPRB improvements	X		
2	Pursue private and public funding in support of MSC improvements		X	The Parties shall coordinate fundraising efforts with the intention of avoiding asking a single entity to contribute funds by both Parties.
3	Participate in engagement activities	Lead	Support	MPRB will develop a community engagement assessment and plan conforming to MPRB policy.
4	Lead programming and design of building elements supporting MSC operation		X	MPRB staff shall be involved, as necessary and appropriate, in meetings defining a preliminary building program and design.
5	Provide MSC with programming and design information of building elements supporting MPRB operation	X		

6	Lead programming and design of site improvements supporting MPRB and MSC operation	X		
7	Provide MPRB with programming and design information of site elements supporting MSC operation		X	
8	Lead design and cost estimation of restoration and renovation of vacated Boat Launch and Sailing Center area on Northeast corner of Bde Maka Ska.	X		

IV. Background and Research

- A. The MPRB, at its cost, agrees to conduct investigations and assemble background information of the proposed Relocation site, concurrently with preliminary design activities performed by Minneapolis Sailing Center, including:
- i. Initial geotechnical investigations supporting the realigned parkway and new buildings and pavements; the conduct of and costs supporting a final geotechnical investigation will be determined at a point when definitive information regarding building location(s) are agreed to by the Parties.
 - ii. Topographic, boundary and bathymetric survey conducted to American Land Title Association standards. Bathymetric survey of Relocation site in Northwest corner of Bde Maka Ska to be performed prior to selection of building location to determine feasibility of boat launch and sailing school operations.
 - iii. Phase 1 Environmental Site Assessment.

V. Process

- A. *Schedule*. The Parties shall collaborate to create and make public a schedule for the work related to this MOU with a particular focus on meetings where the public would have the opportunity to review the progress of the work.
- B. *Communications*. The Parties shall collaborate on the creation of a Communications Plan. The Communications Plan will serve to keep the public and interested stakeholders apprised of progress related to this MOU. Information shall be shared via methods commonly employed by the MPRB for its capital park projects.
- C. *Programming and Design for the Minneapolis Sailing Center Facility*. Minneapolis Sailing Center shall obtain the services of a consultant qualified to prepare a program and design for the building. MSC shall prepare a detailed program of needed indoor

- and outdoor spaces necessary to support the relocated sailing operation site. MPRB staff shall provide additional programming information to the consultant related to the anticipated public components of the building. Minneapolis Sailing Center's consultant shall develop initial building plans and elevations, along with other information as may be necessary to communicate information to the public and to use in estimating the costs of implementation, in whole or in stages. MSC may choose to use an existing design as the basis for the building design, provided that design accommodates the public components as described in the Master Plan. The costs of preparing the preliminary building design shall be the responsibility of MSC .
- D. *Design of West Bde Maka Ska Parkway Realignment and Site Design.* MPRB shall prepare a preliminary site plan and alignment drawing for the realignment of West Bde Maka Ska Parkway in accordance with directions of the Master Plan. Using drawings for the facility provided by MSC, MPRB staff will develop a preliminary site plan for consideration during its engagements with MSC and the public. MSC shall provide programming information to MPRB staff related to the anticipated sailing school components of the site plan. MPRB staff will be responsible for generating an estimated cost for implementing the realignment of the parkway and the site plan.
- a. *If NW corner of Bde Maka Ska is determined infeasible location for the Relocation, MPRB staff will bring a Discussion Item to the MPRB Board of Commissioners to determine the next steps for the Relocation.*
- E. *Community Engagement.* As the design progresses, MPRB staff along with representatives of the MSC shall engage the community in accordance with a Community Engagement Assessment and Plan, each of which will be prepared by MPRB staff. Modification to the preliminary design shall be reasonably accommodated in the preliminary design based on input from the community.
- F. *Project Management Team.* MPRB staff shall establish a Project Management Team ("PMT") to manage the exploratory phase of the Relocation. The PMT will consist of staff representation from the MPRB and Minneapolis Sailing Center.
- G. *Cost Estimates.* MSC shall prepare a cost estimate, with appropriate staging identified, that reasonably demonstrates the costs of the building attributable to each Party. MPRB shall prepare a cost estimate with appropriate staging identified, that reasonably demonstrates the costs of site work and road realignment attributable to each party. The cost estimate shall be prepared in 2023 dollars. The building cost estimate shall consider the constructing entity and, if the construction entity is not the MPRB, the costs of performance and payment bonds shall be included in the costs attributable to MSC.
- H. *Permits and Approvals.* The process of assembling a preliminary design shall consider and articulate the permits and approvals from all jurisdictions necessary to advance the Relocation.

- I. *Consideration of the Preliminary Design.* The Parties, at a point at which the preliminary design has been developed with input from the community, shall present the directions to the Board of Commissioners. A presentation shall include the key directions of the preliminary design and their relation to the Master Plan, the cost estimate and likely sources of funding for any of the various components of a full build-out of the preliminary plan, a schedule for advancing the work toward implementation, the input gained from the community during the programming and design process, and any other information that would be important considerations for the Board of Commissioners.
- J. *Implementation and Completed Facility.* When the preliminary design is considered for approval by the Board of Commissioners, the Parties shall have developed a plan for its implementation, including identifying the parameters supporting a donation of funds or a completed facility. In either case, it is the intention of the Parties that the completed facility will be owned by the MPRB and will be occupied, in whole or in part, by MSC as a means of perpetuating its programming in service of Minneapolis residents and park users. The Parties shall enter into subsequent agreements, including but not limited to a Donation Agreement, a Lease Agreement, and an Operating Agreement, prior to initiating any construction of the improvements described in an approved preliminary plan.

VI. **Fundraising**

- A. *Fundraising.* Concurrent with approval of this MOU, MSC may begin raising funds for the planning of the Bde Maka Ska Boat Launch and Sailing Program Relocation. At the same time, MPRB shall begin exploring funding opportunities internal to the MPRB budget/capital improvement process as well as external to the MPRB.
- B. *Collateral Materials.* Any materials developed by the MSC used for fundraising purposes shall be reviewed by the MPRB Communications and Marketing Department. The use of MPRB logos by MSC shall follow guidelines provided by the MPRB.

VII. **Miscellaneous**

- A. *Governing Law.* This MOU shall be governed in all respects by the internal laws of the State of Minnesota without regard to principles of conflicts of law or choice of law.
- B. *Legal Effect.* This MOU does not create a binding agreement between the Parties and does not create any legally enforceable obligations. Only a definitive written agreement, duly executed by the Parties, will be enforceable. No discussions or course of conduct shall be deemed to create any partnership or other binding commitments. The terms and conditions of any definitive written agreements will supersede any terms and conditions contained in this MOU. The Parties acknowledge that additional terms

will need to be resolved, and that any agreement is subject to required staff and management approvals.

VIII. Term

A. *Term of Effect.* This MOU shall be in effect for a term of three years from the Effective Date. Should the Parties determine additional time is needed to fulfill the objectives of the MOU, the Board of Commissioners may consider extensions in whole year increments.

IX. Execution

This MOU is hereby executed by the duly authorized representatives of the Parties.

Minneapolis Park & Recreation Board

Minneapolis Sailing Center

By: _____
Its: President

By: _____

Date: _____

Date: _____

By: _____
Its: Secretary

Date: _____

Approved as to form:

Attorney for the Minneapolis Park &
Recreation Board