

**MEETING DATE:** March 26, 2015

**TITLE:** Authorization to Execute a Memorandum of Understanding with Peter and Mindy Rechelbacher

**RESOLUTION NUMBER:** 15-031

**PREPARED BY:** Laura Domyancich

**E-MAIL:** ldomyancich@minnehahacreek.org

**TELEPHONE:** 952-641-4582

**REVIEWED BY:**  Administrator  Counsel  Program Director: James Wisker  
 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 (specify): <b>No Workshop Action</b>	

**PURPOSE or ACTION REQUESTED:**

Authorization to execute a Memorandum of Understanding with Peter and Mindy Rechelbacher to collaboratively assess the potential of restoration and conservation on a 75-acre parcel at 1822 Homestead Trail in Medina, Minnesota.

**PROJECT/PROGRAM LOCATION:**

See attached map.

**SUMMARY:**

Peter and Mindy Rechelbacher recently purchased a 75-acre parcel at 1822 Homestead Trail in Medina, Minnesota (attachment 2). Their goals include preserving the ecological integrity of the wetland and woodland systems on the site, restoring areas degraded by cultivation and invasive species, and providing for its use as a private residence or residential subdivision and maintaining its economic value.

The development and restoration of this property is of interest to the District because it is located within a Conservation Area in the District’s watershed management plan and is part of a corridor of high value wetlands and associated uplands draining Thies Lake into Lake Katrina. The property is located adjacent to Three River Park District’s Baker Park to the west and the Stonegate Farm development and Wolsfeld Woods Scientific and Natural Area to the east. The District entered into a Memorandum of Understanding with Stonegate Farm and Property Resources Development Corporation on January 29, 2015 to cooperatively plan a conservation design planned unit development on 171 acres in Medina, which shares part of its western boundary with the Rechelbacher parcel.

Following their acquisition, MCWD staff developed a Memorandum of Understanding (attachment1)with the Rechelbachers, outlining the following general areas of collaboration for both parties:

- Assessment of the hydrologic and ecological condition of the property,
- assessment of the potential for restoration and conservation,
- exploring options for grant funding and wetland banking,
- working collaboratively with the City of Medina and funding and permitting agencies to understand relevant programs and requirements.

The Rechelbachers will provide the District with information and documents necessary to perform their evaluation of the property and the development of successful conservation and restoration. The parties will explore whether it is appropriate for the District to assume formal responsibility for stewardship of the land in the role of a conservation easement holder. Any future roles and responsibilities of the parties would be the subject of a legally binding project agreement.

**Attachments:**

1. Draft Memorandum of Understanding
2. Location Map

**RESOLUTION**

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**RESOLUTION NUMBER: 15-031**

**TITLE: Authorization to Execute a Memorandum of Understanding with Peter and Mindy Rechelbacher**

WHEREAS, Peter and Mindy Rechelbacher have recently acquired a 75-acre parcel at 1822 Homestead Trail in Medina, MN and desire to develop the property and conduct conservation and restoration practices in wetland, woodland, and upland areas of the property; and

WHEREAS, the subject property is located in a key conservation area as designated by the District's watershed management plan, with proximity to Lake Katrina, Three Rivers Park District's Baker Park Reserve, and Wolsfeld Woods Scientific and Natural Area; and

WHEREAS, the subject property has the potential to be connected to adjacent restored and conserved wetland, woodland, and upland habitats in other regionally significant conservation including the Stonegate Farm conservation design planned unit development to the east; and

WHEREAS, the District and the Rechelbachers have expressed, in a memorandum of understanding, a desire in working collaboratively and proactively to bring conservation practices to bear on the intended development of the property in order to optimize the water resource and ecological benefits of the site while providing for private residence and maintaining its economic value; and

WHEREAS, the District's Land Conservation Program contemplated the use of technical assistance and conservation development planning as proactive tools to implement conservation practices in the landscape; and

WHEREAS, this concept of partnership was reviewed and supported at the March 19, 2015 Policy and Planning Committee Meeting of the District's Board of Managers.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes the execution of a Memorandum of Understanding between the District and Peter and Mindy Rechelbacher; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes minor non-substantive revisions to be made to the Memorandum of Understanding prior to execution, on advice of District counsel.

Resolution Number 15-031 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_.  
Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: \_\_\_\_\_.

\_\_\_\_\_  
Secretary Date: \_\_\_\_\_

## **MEMORANDUM of UNDERSTANDING**

### **Minnehaha Creek Watershed District and Peter and Mindy Rechelbacher**

#### **Wetland Resource Restoration and Management 1822 Homestead Trail, Medina**

This Memorandum of Understanding (MOU) is made between the Minnehaha Creek Watershed District ("District"), a political subdivisions of the State of Minnesota, and Peter and Mindy Rechelbacher, owners of a 75-acre tract at 1822 Homestead Trail in the City of Medina (the "Property").

#### **Statement of Purpose**

A. Under governing law and its adopted watershed management plan, the District is responsible to manage wetland and related surface water resources within its boundaries for public flood management, water quality and ecological benefits. The City of Medina implements the Minnesota Wetland Conservation Act (WCA) and the District implements its own rules governing impacts to wetlands. The District's purposes include assisting property owners in responsible management of their wetland resources and facilitating the creation of banked wetland credits within the District to replace local wetland impacts.

B. The Property includes maple-basswood forest, tamarack bog, and wetlands that have been degraded by invasive species. A part of the Property also historically has been cultivated and may be restorable to its more ecologically diverse natural condition. The Property is located within a District-identified priority conservation corridor between Baker Park and Lake Katrina to the west, and the Wolsfeld Woods Scientific and Natural Area to the east.

C. The Rechelbachers recently acquired the Property and are interested in preserving and enhancing its ecological condition while also providing for its use and maintaining its economic value.

D. The parties acknowledge that their ability to achieve these objectives depends on their working cooperatively in accordance with the terms of this MOU.

THEREFORE this MOU does not state legally binding responsibilities or obligations but documents mutual goals and establishes a cooperative framework within which the potential for a beneficial collaboration may be explored.

#### **Agreement**

1. The District will assist the Rechelbachers in assessing the hydrologic and ecological condition of the Property and the potential for a beneficial restoration and conservation plan. For this purpose the District and its technical advisors may enter the Property at reasonable times to inspect and survey, and may engage in limited disturbance of the Property, but will restore any disturbance materially to its preexisting condition. This paragraph does not give the District any authority to enter any building or structure. If the District finds that a potential action may require the cooperation of a neighboring landowner, the District and the Rechelbachers will consult as to the best way to engage the landowner.

2. At this time, the Rechelbachers do not intend intensive development of the Property but wish to build for their own residential purposes, and may wish to subdivide or take other action to develop the Property to a certain extent. In this event, the District will assist the Rechelbachers in working with the City of

Medina to consider how its zoning, subdivision, building and related codes, as well as WCA, may apply to the Property and may be applied so as to support the mutual goals of the parties.

3. The District and the Rechelbachers may work together to evaluate the potential for wetland bank creation on the Property. In this event, the District will assist the Rechelbachers in understanding the process to establish a wetland bank under WCA as well as the relevant programs and rules of other agencies such as the U.S. Army Corps of Engineers. The District also will facilitate communications between the Rechelbachers and the City of Medina, the Minnesota Board of Water and Soil Resources, the WCA Technical Evaluation Panel, and any other regulatory entities involved in wetland bank creation.

4. The Rechelbachers will provide the District with any information about the Property that may help the District in its work under this MOU, except for information that the Rechelbachers consider private. The Rechelbachers recognize that information in the District's possession is subject to the Minnesota Data Practices Act. Where the Rechelbachers believe that certain information is sensitive, they will advise the District and the parties will cooperate to determine whether and how the information can be protected from public availability. On District request, the Rechelbachers will provide title records for the Property for review as to third-party encumbrances or other interests in the Property that might obstruct a restoration or conservation activity being evaluated.

5. The parties will work together in good faith and communicate in a timely fashion to advance the goals of this MOU. The District may assist the Rechelbachers in understanding any potential tax, valuation or other financial consequences of wetland resource work on the Property. Notwithstanding, the Rechelbachers recognize that assistance provided by the District under this MOU is informal and without any warranty or duty of care whatsoever. The Rechelbachers recognize that it will be appropriate and necessary at a certain time to engage their own technical and legal representatives.

6. The parties may find that wetland resource restoration or bank creation is feasible, but that the Rechelbachers do not wish to assume the responsibility to develop and implement the activity. Or the Rechelbachers may determine that they wish to convey conservation rights to the District or other third party. In any such an instance the parties will explore other means of partnering to achieve the end result, which may include the District taking a more active role or a formal responsibility. In such a case, the roles and responsibilities of the parties would be documented in a legally binding project agreement or property rights conveyance.

7. Each party will bear the cost of carrying out its tasks and responsibilities under this MOU. Official contacts for all communications under this MOU are as follows:

*District*

James Wisker  
Minnehaha Creek Watershed District  
15320 Minnetonka Boulevard  
Minnetonka MN 55345

Peter and Mindy Rechelbacher  
1242 Hunter Drive  
Wayzata MN 55391

A party may change its official contact by written notice to the other party.

8. This MOU is effective when fully executed by the parties and expires two years thereafter.

**MINNEHAHA CREEK WATERSHED DISTRICT**

\_\_\_\_\_  
Sherry White, President

Date:

*Approved for Form and Execution:*

\_\_\_\_\_  
MCWD Counsel

**PETER and MINDY RECHELBACHER**

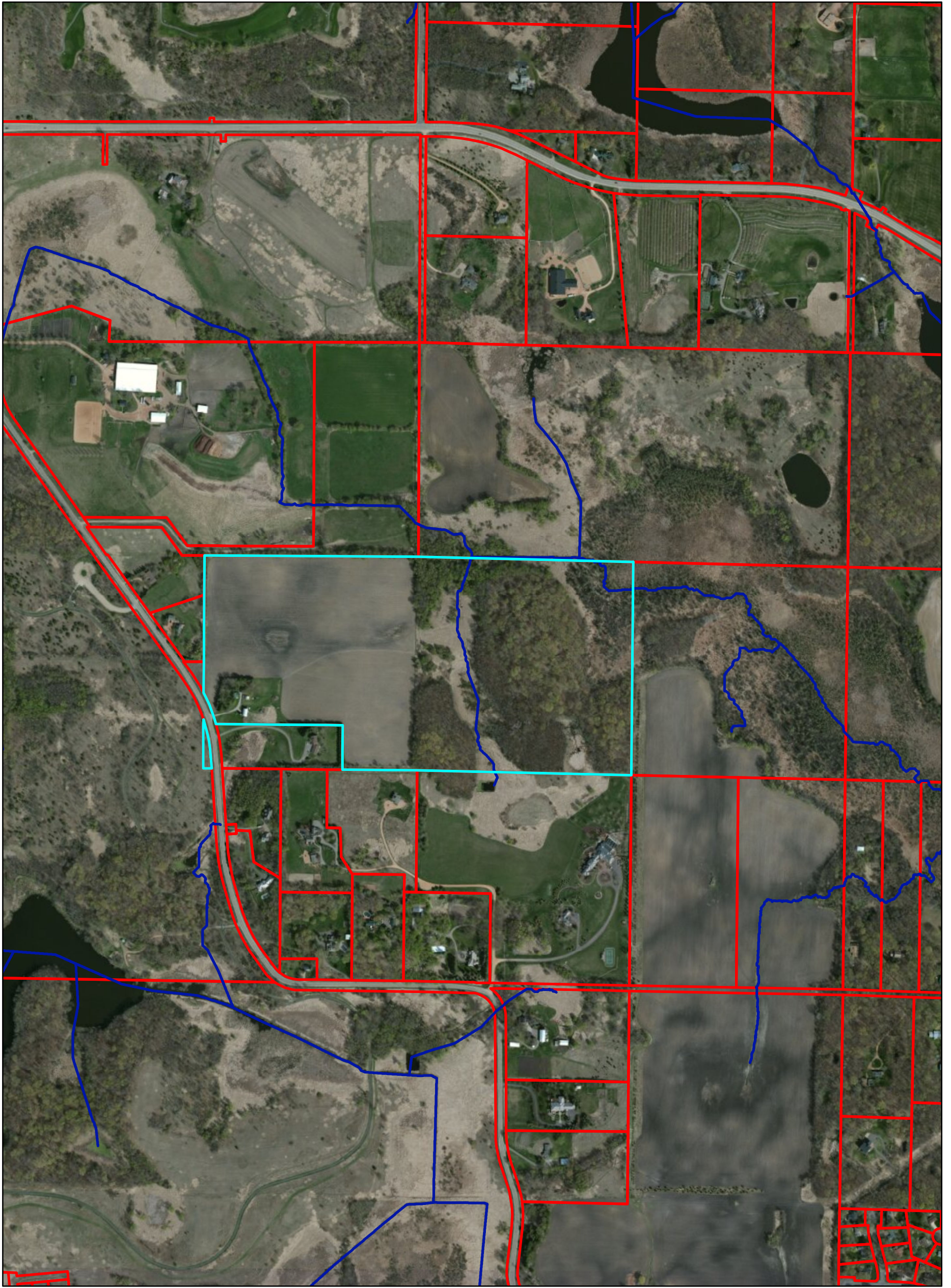
\_\_\_\_\_  
Peter Rechelbacher

Date:

\_\_\_\_\_  
Mindy Rechelbacher

Date:

# Rechelbacher Parcel



**Legend**

-  1st Order Streams
-  Painter\_Creek
-  ParcelsHennepin

