



*Our Mission is to Provide Quality Public  
Services in a Fiscally Responsible Manner  
While Preserving the City's Open Space  
Character*

## **NOTICE OF MEETING**

**City of Lake Elmo Park Commission  
3800 Laverne Avenue North  
April 21, 2014 6:30 PM**

## **AGENDA**

- |      |  |                |
|------|--|----------------|
| I.   | Call to Order - Chairman Shane Weis                        | 6:30 PM        |
| II.  | Approve Agenda   | 6:35 PM        |
| III. | Approve March 17, 2014 Minutes                             | 6:40 PM        |
| IV.  | <b>New Business</b>  | <b>6:45 PM</b> |
|      | a. 5k runs in Lake Elmo Parks – Alyssa MacLeod             |                |
|      | b. Priority Park Action Item/Discussion – Shane Weis       |                |
| V.   | <b>Old Business</b>  | <b>7:30 PM</b> |
|      | a. Review of Revised JPA w/ School District – Dean Zuleger |                |
|      | b. MPCA Tree Planting Update – Sarah Hietpas               |                |
|      | c. Park Sign Update – Alyssa MacLeod                       |                |
|      | d. Pebble Park Equipment – Mike Bouthilet                  |                |
| VI.  | <b>Staff Reports &amp; Commission Updates</b>              | <b>8:15 PM</b> |
|      | a. Neighborhood Meetings in Parks – Alyssa MacLeod         |                |
| VII. | Adjourn  | <b>8:30 PM</b> |

*\*\*\*Note: The Public is advised that there may be a quorum of City Council Members in attendance as observers. No official action can or will be taken by the City Council at this meeting.*

*\*\*\*Note: Every effort will be made to accommodate person or persons that need special considerations to attend this meeting due to a health condition or disability. Please contact the Lake Elmo City Clerk if you are in need of special accommodations.*

*\*\*\*Note: This meeting will be video recorded, but not broadcasted, for record-keeping purposes.*

## MINUTES

### City of Lake Elmo Park Commission Wednesday, March 17, 2014

**Members Present:** Weis, Hartley, Ames, Zeno

**Members Absent:** Frick, Hietpas, Nelson, Silvernale, Steele

**Others Present:** Administrator Zuleger, Planning Commissioner Larson, Council Member Reeves, Taxpayer Relations & Communications Coordinator MacLeod, PWS Bouthilet

The meeting was called to order by Chair Weis at 6:34 PM.

#### Approval of Agenda

**M/S/P: Ames/Hartley: Approved 4-0**

#### Approval of February 19, 2014 Minutes

**M/S/P: Ames/Weis: Approved 3-0, Hartley Abstain**

#### New Business

##### **a. Gonyea North Concept Plan (Zuleger)**

Zuleger identified on the map where the new developments (Gonyea North and Wildflower Shores) would be located. Craig Allen from Gonyea addressed the commission. Plan was brought to the planning commission on March 10, and now presented to the park commission to get a global input on the plan. Allen's understanding is that they would like to emphasize some of the existing parks. Gonyea did not include a park in the design, because of the anticipated green space north of the development. Across the street will be larger development with pool and clubhouse with a tot lot, in which residents of Gonyea North can utilize. Gonyea owns the land that abuts Reid Park, and suggests expanding Reid as their portion of parkland dedication (in lieu of a park in Gonyea North).

Weis asked what the target demographic is. Allen replied that it was typically young families; average home prices would be in the mid-\$400s. The commissioners expressed concerns about trails and connectivity, as well as a shared park on the other side of Lake Elmo Avenue. Ames thought that without a crossing control mechanism that a park across Lake Elmo Avenue is not the best or safest idea. They also questioned the trail connectivity into other neighborhoods as part of the overall park and trail plan. Hartley asked if there would be a parking available at the clubhouse/swimming pool and if it would be accessible for residents in this development. Allen confirmed that Gonyea North residents would not have access to the clubhouse; only the tot lot. Zeno discussed safety concerns on biking trails going against traffic.

Zuleger stated what they liked about the Gonyea development is that they are willing to give more of that land to expand Reid Park (walkable from downtown). Hartley responded that if the Wildflower development did not go in, she is concerned that there would be no park available to young children in the development.

Ames would like to see more consideration for connectivity; expressed concerns crossing at busy streets on Lake Elmo Avenue and Hwy 5. Zuleger pointed out that there will be a stop light at the intersection of Hwy 5 and Lake Elmo Avenue by August.

Weis said that he's not in favor of adding more parks but is concerned about the nearest park availability, based on the park survey which indicated that proximity to parks is important. He would like to see them work with the neighboring development.

Gonyea companies have had top builders in the last 4 years.

### **b. Wildflower at Lake Elmo Concept Plan (Zuleger)**

The Wildflower concept includes a unique design from Engstrom, guided with larger lots and with a courtyard plan. Engstrom has designed the Fields of St. Croix, The Forest, and Cloverdale Farms. The Wildflower site is 101 acres plus 21 acres for joint meetings with Fields of St. Croix. Engstrom explained that the farm field would be converted into into large storm water collection area, and all stormwater would be able to be kept on site. The lower portion of the development would be association maintained units targeted for singles and empty nesters.

Engstrom talked about a conservancy, which would include a large, shared area with native plants; a landscape architect would work with individual homeowners to incorporate native plants into their own landscape. He discussed conservancy ownership options, which could include the City, the homeowners association, or an outside organization.

Engstrom pointed out the proposed trail connections. Ames observed that the plan primarily served residents and was concerned about the lack of connectivity outside of the neighborhood. It is the commission's desire to ensure that incoming developments are prepared to connect with surrounding existing developments. They would particularly like to see some connectivity to Tana Ridge.

Hartley shared that she thought the open green spaces in the development were wonderful and that future residents would really enjoy it. Commissioners agreed that the conservatory area is beautiful.

Zuleger prompted the commission to consider commenting alongside the planning commission's thought to include a common shared park/small gathering space between the two developments. Larson mentioned that the planning commission talked about the central cul-de-sac going through, and suggested a trail linkage that would go between some of the houses.

Zuleger asked the commission to point out their main issues with connectivity. Primary concerns were, accessibility to park land, connectivity to the north and the east and to highway 5, and also connectivity to the high school. Zuleger identified potential points of connectivity using Leighton between Gonyea and Engstrom to lead to a trail on 39<sup>th</sup> that would connect to the Village Parkway. The trail would provide access to the Old Village and include great connectivity to Reid Park.

### **c. Priority Park Action Item Discussion (Weis)**

Ames/Weis Table to shelve item 4c until next meeting when more members are present. 4-0.

## **Old Business**

### **a. Oak-Land Park JPA (Zuleger)**

Zuleger presented the commission with the first draft of the joint powers agreement, which included basic principles. The JPA would now go to the lawyers to redraft some of the language. Changes would include a modification to article 1. Zuleger prompted the commission to concentrate on article 1 and 2, which is the heart of the JPA. The contract will be presented to Council and the School Board on April 1.

The city park area would be located at the northeast area of the school grounds. Ames questioned if the agreement would eliminate any future opportunity to create an official trail off the west side of the property that would make a connection into Cimarron. Zuleger clarified that the JPA is a document to allow the two entities to work together. The City will work with district to determine legal property lines on parcel, and designate rules and regulations for park usage. Master plan will have to be given to the district by September of 2014.

Commissioners expressed concern about clause 2.6 & 2.7, regarding the district's permission to request additional improvements/needs, going forward. Zuleger didn't consider it an issue after walking the grounds. Ames felt that the language does not belong and added that the commission is always open to requests; he suggested removing the verbiage to not intimate an obligation.

Ames inquired about safety and security. His concern was that the agreement stated that the City was responsible for safety and security of the park, and questioned whether developing a park would open up the area up to inappropriate actions, which the City would then be responsible for. Zuleger explained that safety was already under the City's jurisdiction because they provide the policing for the facility. It is believed that cleaning up the park would deter and reduce those behaviors.

Weis asked if any timeline was indicated by when the park must be developed. Zuleger anticipated within a year after the plan is submitted in September.

Motion made that they would like to work out matters of safety and security and remove items 2.6 and 2.7 replace with general statement that allows school to ask park commission for funds on as need basis.

M/S/P: Hartley/Ames. Motion amended to include adding language that allows for reciprocal funding. Approved 4-0.

Weis stated that this partnership is a great example of the city working with the schools and looking toward what we want it to look like in the future.

Bouthilet asked about parking opportunities. Zuleger responded that parking would be on the south end of the community park, just north of the tennis courts. Details will continue to be worked out with the operation agreement.

**M/S/P: Weis/Ames: Approved 4-0**

**b. MCPA Tree Planting Update (Zuleger)**

Hieptas has contracted St. Croix Tree Service and has not received anything back. It will be moved to next month agenda.

**c. LERT Update (Weis)**

Weis provided an update. Johnson drafted a letter of intent to Washington County stating that they are serious about putting in a bike trail. This is the first step in the matter. Weis added that the committee is looking at other avenues of funding as well through Met Council. Next steps are to figure out first steps of other avenue of funding.

**d. Follow Up on 27<sup>th</sup> St. Access to LEPR (Weis)**

Weis wanted to follow up on the issue to ensure it didn't fall off the radar. Zuleger mentioned that the gentlemen in attendance at the last meeting were opposed to the trail because they didn't want to open the neighborhood up to allowing more traffic in the area. Hartley asked about the ownership of the land. Weis confirmed that the city would need to acquire the land to cross there. Zuleger said staff recommends that commission take no action from liability and financial standpoint.

Commission takes no action at this time.

**e. Park Sign Update (MacLeod)**

MacLeod presented the commission with sample sign materials. The commission requested two additional bids from other companies.

Move to go forward with composite (extruded-like) material for signage.

**M/S/P: Ames/Hartley: Approved 4-0**

**f. Pebble Park Equipment (Bouthilet)**

Bouthilet presented several themed ideas for playground equipment.

Weis asked about the age range of children near Pebble Park. It is currently an aging neighborhood, but is turning around, with younger families moving in. Weis asked if the age should be considered when designing a park. Bouthilet replied that Pebble Park is a destination park; people will drive to it to utilize facilities.

Ames said that he liked the look of the examples but concerned that it's for younger children. Ames stated that he would like to see more options for children of all ages.

The commission asked about cost. Bouthilet stated the cost of one option was approximately \$52,000. The prices of examples presented range between \$39k and \$52k.

Zeno asked what would be done with the old equipment if they decided not to use it. Staff discussed options including adding tough coat, which allows for the equipment to be painted. Hartley shared that she thought it would be wonderful if they could get more years out of the existing equipment, but improve them, and add additional features.

Bouthilet will bring more options to the April park meeting that will include more challenging equipment with pricing.

**M/S/P: Ames/Weis: Approved 7-0**

### **Staff Reports & Commission Updates**

#### **a. Communications Update (MacLeod)**

The park commission will be the featured guest on the April edition of 'The Mayor Show,' which will be taped on March 18, 2014.

**Meeting adjourned at 9:04 PM**

Respectfully Submitted,  
Alyssa MacLeod, Recording Secretary

### **Audit Priority Work Session – December 2013**

Due to getting through agenda efficiently, Zuleger suggested amending the agenda to include an audit priority work session. Weis added that the agenda should also be amended to include a date change for the January meeting.

Agenda amended to include additional work from the audit and moving January meeting due to MLK holiday. Meeting was moved to Thursday, January 30.

### **M/S/P: Ames/Steele: Agenda approved as amended. Approved 7-0**

Zuleger asked the commission how they would like to tackle the audit and prioritize. Weis asked to clarify objective. Zuleger responded that the objective is to determine how to spend the \$220 allocated to park improvements. Steele expressed concern that it would be hard to prioritize without knowing cost of improvements. Zuleger reminded the commission that they have excess funds available (up to \$900k) if needed and an additional \$150k-\$200k would likely be added this year from new development.

The commission agreed to go through the audit and prioritize line by line, recognizing two parks most in need of improvements to focus on.

Zuleger informed the commission that Gonyea and Mattamy development would likely bring some improvements to Reid Park, next spring. Frick asked how many acres will be added to Reid. Zuleger said it would likely be 8-10 acres.

Steele asked why they were only looking at six parks. Zuleger responded that they are the only ones that were audited. Steele confirmed the parks that weren't audited: Stonegate, Kleis, Parkview (Park Ridge), Fields II, Tana. There is also an understanding that there will be a joint park at OakLand Jr. High. Steele confirms that they should be free to add in additional parks that they think might need some work.

#### *Inviting Entrance:*

Priority was ranked: 1. Pebble, 2. Reid, 3. Tablyn. Steele suggested doing signage system-wide; determined a high priority by commissioners. Zuleger said they would take a look at Carol Kriegler's work with signs.

#### *Way-finding signs.*

Steele suggested that entrance signs and way-finding signs go together. Ames suggested that way-finding signs are more important in some parks than others (where you can see everything from the entrance of the park). Nelson suggested auctioning old signs.

Reeves suggested focusing on big bucket items rather than on details in order to remain timely.

#### *Park Lighting.*

Commission agreed that lighting is a high priority Ames suggested that they differentiate what type of lights they need and where they are needed.

Steele moved to put Pebble as first priority, Reid and Tablyn second priority.

## **M/S/P: Hartley/Ames: approve lighting priorities. 7-0**

### *Park Safety.*

Nelson asked what electrical costs would be in parks that don't already have it. Zuleger said it would be \$1,500 at best.

Sunfish, Pebble, Tablyn, Reid were ranked in order of illegal activities.

Zuleger said that webcams are relatively inexpensive, also suggested call boxes as an option for parks with power. Weis asked if police reports were primarily crimes being inflicted on people or illegal activity. Zuleger responded that it depends on park. Primarily loitering at Reid, drug activity at Pebble.

Steele moved to prioritize installing cameras or call boxes in Sunfish, Pebble, Tablyn and Reid. Commission agreed.

Steele suggested that disabled accessibility be considered low priority, as they are in good shape. Bouthilet replied that standards are changing and it will need to be assessed at least.

### *Parking.*

Hartley stated that increasing parking at Tablyn is priority. Steele added Carriage Station was in need in parking as well; currently streets are too narrow. Steele suggested digging road out a few feet and adding parking spaces along the side of the road and asked if it is feasible? Bouthilet responded that there is limited room for parallel parking.

Weis asked about the Park off Inwood had parking; mentioned that it is not discussed much but is heavily used.

Pebble, Tablyn determined priority for parking.

### *Pathways/Trails*

Zuleger mentioned connection issues will be addressed at Reid and Tablyn (sidewalks at Reid/30<sup>th</sup>, and trail connection at Tablyn)

Internal pathways well marked and maintained? Hartley mentioned that the stairs in Tablyn are in need of work; trails need to be marked at Pebble. Ames thinks the staircase in Tablyn needs to be looked at in terms of safety; Pebble improvements determined on the rest of the park plan), therefore leaving Tablyn at 1. Steele agrees steps at Tablyn priority; clearing brush in sliding hill.

Commission discussed reconfiguring ball diamond at Tablyn – backstop close to retaining wall; bumpy field.

Zuleger mentioned that Stonegate will be expanded by new development that was just approved (boulder ponds).

Pebble and Tablyn determined priority for pathways and trails.

### *Maintenance*

Steele asked for Bouthilet's recommendations regarding what needs to be replaced; to bring to next meeting.

Pebble, Reid Tablyn determined priority at this time.

### *Amenities*

Steele asked if this section was referring to capital improvements. Zuleger clarified that they already touched on capital improvement with parking. Steele suggested Pebble and Tablyn as priorities in amenities.

Weis asked if the LERT goes through, if the county would be interested in developing a new parking lot that serves as an entrance serving both Tablyn and the Reserve. Zuleger anticipated they will know by spring if they are included in the master plan. Ames suggested creating a contingency plan around parking in spring.

Weis suggested that what is left are 'big dream' items – restrooms, ball field, etc. Weis asked each commissioner to suggest top item for improvement.

Hartley: Volleyball courts and move basketball court at Pebble. Lighting in parking and courts – also adding bathrooms.

Zuleger reminded the commission that from the retreat the commission decided to add one bathroom each year.

Steele: Pebble ranks top; but not sure on highest priority for bathroom.

Weis: As part of LERT master plan, funding may be available for a restroom at Tablyn

Ames: Transform first 100 yards of Pebble as you enter - from street to swing set.

Silvernale: Restroom combined with a picnic shelter (not park specific).

Zeno: Supports work in Pebble Park

Frick: Pebble top priority based on what was seen in audit. In Tablyn hopes that funding can be picked up through trail; hopes improvements in Reid may be funded in part by new development.

Hartley: Can't see into the entrance at Reid; at least wants to take down some weeds to open up visibility

Frick: Thought some cameras and a lit parking lot could help at Reid.

Ames: Adds brush removal to the list

Hartley: Discusses issues with buckthorn off of Ideal.

Nelson: Preserve character of the ball fields in VFW and Lions, but would like to see them upgraded.

Hartley mentioned flooding in Lions/VFW. Zuleger responded that they are in the process of Washington county study and there are three issues that are naturally taking care of themselves. Options are being looked at including retention ponds/drainage considerations.

Weis asked about time frame on the city center park project. Reeves responded that the village work group is looking at village green, plans are still being solidified. Zuleger added that plans are dependent on airport zoning.

Nelson mentioned the perspective of guests coming from out of town and how they view the downtown parks.



Zeno suggested that because they are unsure what is going to happen in that area, maybe best to do temporary cosmetic touches but not invest a lot. Zuleger agreed that would be prudent; looking at 3 years to finalize plans due to airport zoning and railroad crossing.

Ames mentioned utilizing new development to support trail plan. Zuleger responded that trails were being implemented with new development.

Weis summed up big bucket priorities: Pebble, Reid, VFW (smaller bucket). Unsure on improvements in Tablyn based on timing of LERT.

Commission reviewed Boulder ponds trail structure plan/map.

March 2014

**JOINT POWERS AGREEMENT FOR DEVELOPMENT OF A MULTI-USE PARK**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and among the City of Lake Elmo,, Washington County, Minnesota (“Lake Elmo”) and Stillwater Area Public Schools, ISD 834 (“District”) (collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the District and Lake Elmo have identified the mutual benefits of developing a multi-use public park located on approximately 3.7 acres in the northeast corner of the Oak-Land Junior High School campus wholly owned by the District noted on Exhibit A (“the Property”), the entire Property to be designated by and through this joint powers agreement as “Oak-Land Neighborhood Park;

**WHEREAS**, the Parties seek to develop the Property as a multi-use park consisting of playground structures, picnic areas (including tables), walking paths connecting to regional trails, conservation areas, bathrooms, and other park amenities meant to complement the recreational facilities found on the Oak-Land Junior High School campus;

**WHEREAS**, the location of this multi-use public park further affords a recreational benefit and increased quality of life for taxpayers of both Lake Elmo and the District in a quadrant of the community, which includes a large affordable housing complex currently not served by a park;

**WHEREAS**, in exchange for its the quiet enjoyment and use of the Property, Lake Elmo agrees to make available necessary parkland dedication funds to help in the purchase and development of infrastructure, athletic fields, sport courts and other equipment needed to support the multi-use park and publically-accessible recreational portions of Area A and Area B as depicted on Exhibit A.

**WHEREAS**, the Parties believe that co-development a multi-use park is a prudent use tax dollars for benefit of the public;

**WHEREAS**, Minnesota Statutes, Section 471.59 authorizes two or more governmental units by agreement of their governing bodies jointly and cooperatively to exercise any power common to the contracting parties or similar powers, including those which are the same except for the territorial limits within which they are exercised;

**WHEREAS**, cities are authorized to enter into development contracts under Minnesota Statutes, Section 462.358, Subd. 2(a); and,

**WHEREAS**, the parties hereto desire to set forth the respective rights and obligations of the parties to this joint powers agreement (“JPA”).

**NOW THEREFORE, IT IS HEREBY AGREED** by the Parties as follows:

## **ARTICLE I**

### **Purpose and Term**

**1.1** The Parties agree to mutually carry out the actions necessary to fulfill the terms of this JPA to establish the Property as a multi-use park, known as Oak-Land Neighborhood Park and jointly used by Lake Elmo and the District as provided herein.

**1.2** This JPA shall remain in place until terminated in accordance with the terms herein or as mutually agreed upon in writing by the Parties.

**1.3** To the fullest extent permitted by law, the Parties intend to enter into this Agreement and operate under Minnesota Statutes, Section 471.59, authorizing the combination of powers of two or more governmental units. Unless amended in writing by the Parties, this JPA does not form a board within the meaning of Section 471.59 subd. 2.

## **Article II**

### **Responsibilities of Lake Elmo**

**2.1.** The Lake Elmo Planning Staff will work with the District to determine a legal description (“metes and bounds”) for the 3.7 acres that comprise the Property known as Oak-Land Neighborhood Park, located in the northeast quadrant of the Oak-Land Junior High campus and to be used for the purpose of a multi-use park. The legal description of the Property shall substantially conform to Exhibit A.

**2.2.** Lake Elmo shall promptly designate the Property and the recreational portions of Area A and Area B of the Oak-Land Junior High campus as “official City parkland” to allow the District to take full advantage of Minnesota Statutes Sections 466.03 Subd. 6(e) and 466.03 Subd. 23.

**2.3.** Lake Elmo shall appropriate parkland dedication funds for the purpose of purchasing infrastructure, playground equipment, athletic field equipment, sport courts, parking lots or other hard assets allowed by Minnesota Statutes 462.358 Subd. 2 (b) for use by the general public in the designated recreational areas of the Oak-Land Junior High Campus. Lake Elmo shall authorize an \$80,000.00 parkland dedication fund allocation for the cost of installing three (3) new publicly-accessible tennis courts in Area A of the Property. Said funds shall be disbursed upon execution of this Agreement.

**2.4.** Lake Elmo shall provide appropriate signage for the Property, designating the area as a joint development of Lake Elmo and the District, identified as a public park to be named during the Park Master Plan development.” Lake Elmo agrees to be responsible for maintaining all park and picnic equipment, including structures, placed on the Property. The City of Lake Elmo will not place or construct any infrastructure that would inhibit the orderly drainage of the school campus or compromise the well head protection area. Lake Elmo shall be responsible for

providing all necessary safety and security measures for the Oak-Land Neighborhood Park through its contract with Washington County Sheriff's Department or other equivalent law enforcement agreements Lake Elmo may enter into from time to time. **The City of Lake Elmo agrees to restrict the use of alcohol, tobacco and other illegal activities within the park area.**

**2.5.** By September 1, 2014, Lake Elmo shall provide a Park Master Plan that, subject to the District's approval, will provide for the installation of infrastructure, appropriate land use and utilization of the Oak-Land Neighborhood Park.

**2.6.** Notwithstanding anything to appear the contrary herein, Lake Elmo agrees that Area A and Area B of the Property will not function as a public park or be available for public use during regular school hours, as such school hours are published by the District to Lake Elmo and may be adjusted from time to time. Lake Elmo agrees that the District shall have priority use for all areas described in this JPA and Lake Elmo will not schedule any activities that may conflict with the District's priority use. **Lake Elmo residents will have access to the 3.7 acre area outside of the Area A and Area B from sunrise to sunset which serve as the regular City of Lake Elmo park hours.**

### **ARTICLE III**

#### **Responsibilities of the District**

**3.1.** The District shall, at its expense, survey the Property and provide Lake Elmo with a property description ("metes and bounds") **for 3.7 acre park.** The entire Park area shall be designated as a multi-use park.

**3.2.** The District shall grant Lake Elmo access to the Property for the purpose of preparing the site for the multi-use park. The District shall, in turn, grant Lake Elmo the right to clear the site of dead wood, brush, and debris; perform forestry duties to preserve trees and clear portions of the **site for the development of the 3.7 acre park.**

**3.3.** By October 31, 2014, the District shall review and render its approval, qualified approval or rejection of Lake Elmo-proposed Master Plan for the installation of infrastructure, land use and utilization **of the 3.7 acre park. The District shall allow the construction of connecting trails from adjacent neighborhoods to the 3.7 acre park at the City of Lake Elmo's expense. The District shall determine the location of the connecting trail to insure its placement and use will not interfere with school operations or create a security issue during normal school hours.**

**3.4.** The District shall submit an invoice for the expansion of the current three (3) tennis courts on the Property, to be completed by the District in 2014 and not to exceed \$80,000.00. Lake Elmo agrees to pay the \$80,000.00 from parkland dedication funds within fifteen (15) days of Lake Elmo's receipt of the invoice.

**3.5.** The District agrees to provide general **turf** maintenance of the 3.7 acre park and of the publically-accessible recreational portions of Area A and Area B. For purposes of this JPA, "general maintenance" shall be mowing, trimming of vegetation, and related grounds keeping of Areas A and B, but shall not include snowplowing or other snow removal. The District shall maintain all recreational equipment, **court / track surfaces** and fields in Area A and Area B.

## **ARTICLE IV**

### **Default**

- 4.1 In the event of any material breach of this Agreement that is not cured within (30) days of written notice of the breach describing the nature of the default and what action is necessary to cure the default, the non-defaulting Party may declare the other Party to be in default of this JPA.
- 4.2 The non-defaulting Party shall have all rights and remedies available under to it under law or in equity.
- 4.3 The failure of the non-defaulting Party to declare default or otherwise exercise its rights under this JPA shall not constitute a waiver of its rights to later declare default and exercise all rights and remedies available under section 3.2 above. .

## **ARTICLE V**

### **Liabilities**

- 5.1 Each Party retains the financial responsibility for damage to or loss of its own equipment that may occur in performing its duties under this JPA.
- 5.2 Each Party retains the financial responsibility for workers' compensation benefits for its own employees and for any injuries that occur to its employees in performing its duties under this JPA.
- 5.3 Each Party shall be liable for its own acts and omissions, including the acts and omissions of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other Party, its officers, employees or agents. Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees that the other Party may hereafter sustain, incur or be required to pay, arising out of any act or omission of the indemnifying Party, its officers, agents or employees, in the execution, performance, or failure to perform its obligations of this JPA. Nothing herein, however, shall be deemed a waiver by either Party of the limitations on liability set forth in Minnesota Statutes, chapter 466.

## **Article VI**

### **Miscellaneous Provisions**

- 6.1.1 This JPA shall be binding upon Lake Elmo and District and their respective successors. Neither Party shall be allowed to assigns this JPA without the express written consent of the other Party.

6.2 This JPA represents the entire agreement between Lake Elmo and District.

- 6.3** This JPA may be amended only by a written document duly authorized, executed and delivered by Lake Elmo and District.
- 6.4** Lake Elmo and the District each agree, upon written request of the other, to execute and deliver instruments and documents of further assurance as may be reasonably required to carry out the intention of this JPA.
- 6.5** This JPA may be executed in counterpart, each of which shall constitute one and the same instrument.
- .
- 6.6** All notices, demands or other communication under this JPA shall be in writing and shall be deemed to have been duly served when delivered to the person for whom it was intended, or when mailed, first-class mail, postage prepaid, as indicated below:
- If to Lake Elmo:                      City of Lake Elmo  
    City Administrator  
    3800 Laverne Avenue North  
    Lake Elmo, MN 55042
- If to District:                                      Stillwater Area Public Schools, ISD 834  
    Superintendent  
    1875 Greely Street S.  
    Stillwater, MN 44082
- 6.7** The invalidity or unenforceability of any provision of this JPA, in no way, affect the validity or enforceability of any other provision of this JPA, all of which shall remain in full force and effect.
- 6.8** Upon dissolution of this JPA, the Parties shall equitably divide the real and personal property forming the Oak-Land Neighborhood Park, in accordance with their respective contributions, taking into consideration maintenance of such property.

[Remainder of page left blank intentionally]

**IN WITNESS WHEREOF**, the City of Lake Elmo and the Stillwater Area Public Schools ISD 834 have caused this joint powers agreement to be duly executed on the day and the year first above written.

**CITY OF LAKE ELMO**

By \_\_\_\_\_  
Mike Pearson, Mayor

By \_\_\_\_\_  
Adam Bell, City Clerk

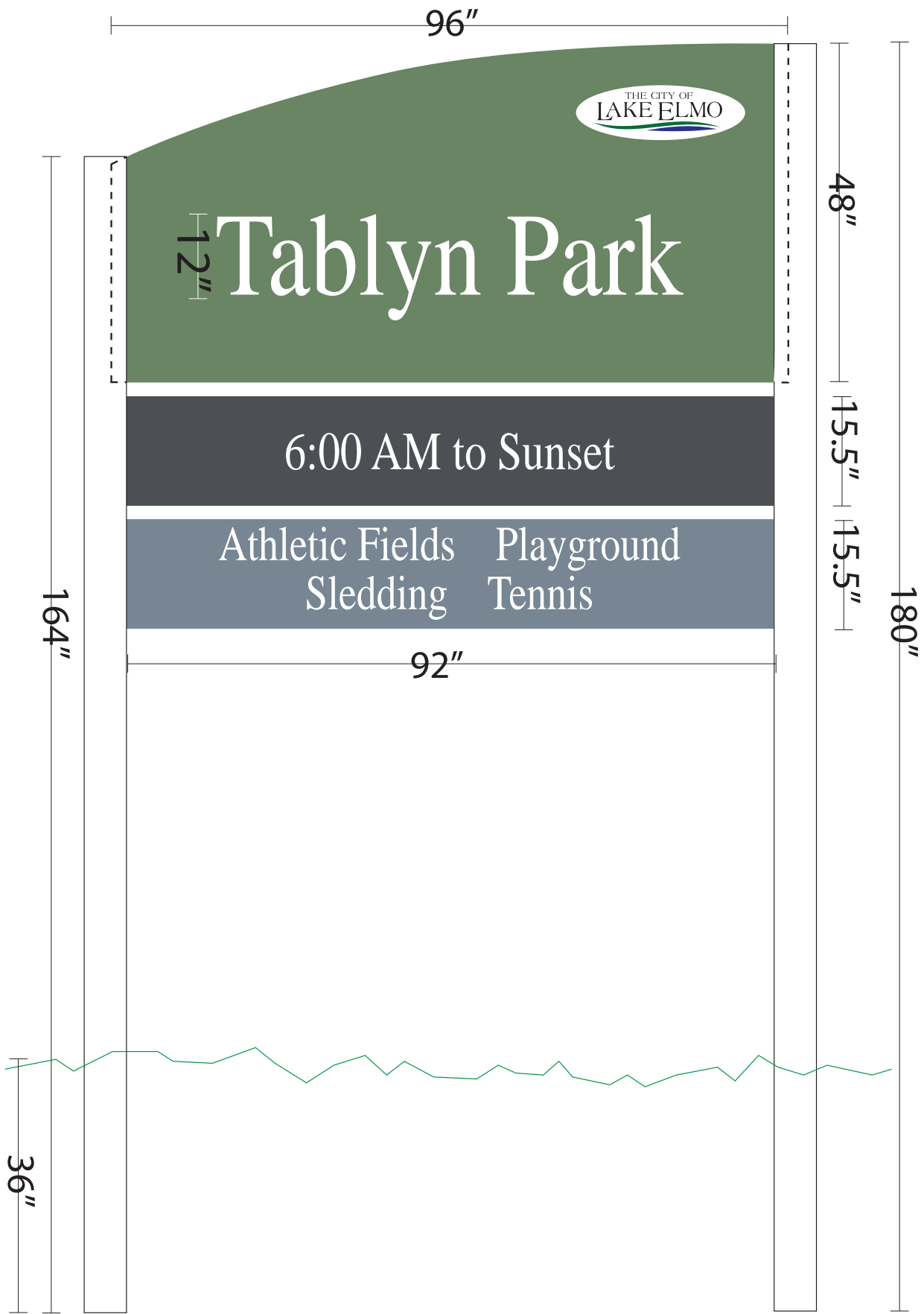
Attest \_\_\_\_\_  
Dean Zuleger, City Administrator

**ISD 834 – STILLWATER AREA PUBLIC SCHOOLS**

By \_\_\_\_\_  
Its School Board Chair

By \_\_\_\_\_  
Its School Board Clerk

Attest \_\_\_\_\_  
Corey Lunn, Superintendent







**Impression Signs and Graphics**

680 Hale Avenue North  
 Suite 250  
 Oakdale, MN 55128  
 Ph: (651) 328-6600  
 FAX: (651) 328-6608  
 Email: info@impressionssigns.com  
 Web: www.impressionssigns.com

**Estimate #: 1054**

**Option: Sandblasted Exitra main - painted extira rider pan**

<b>Created Date:</b> 2/18/2014 11:29:16AM	<b>Prepared For:</b> City of Lake Elmo
<b>Salesperson:</b> Eric Gustafson	<b>Contact:</b> Alyssa MacLeod
<b>Email:</b> eric@impressionssigns.com	<b>Office Phone:</b> (651) 747-3908
<b>Office Phone:</b> (651) 328-6601	<b>Office Fax:</b> (651) -
<b>Cell Phone:</b> (612) 401-4450	<b>Email:</b> AMacLeod@lakeelmo.org
	<b>Address:</b> 3800 Laverne Avenue North Lake Elmo, MN 55042

**Description: Park Monument Signs**

**Option: Sandblasted Exitra main - painted extira rider pan**

		Quantity	Unit Price	Subtotal
<b>1</b>	<b>Product:</b> Custom Products and Services <b>Description:</b> Custom Fabricated Park Monument Signs (Design 1).  Main Panel 1.25" thick x 48"h x 96" single side sandblasted Exitra panel, painted to PMS colors per design. • 17 Ea., Monument Signs	17	\$1,763.47	\$29,979.00

		Quantity	Unit Price	Subtotal
<b>2</b>	<b>Product:</b> Custom Products and Services <b>Description:</b> Custom Fabricated Park Monument Signs (Design 1).  Info Panels Two 1.25" thick x 15"h x 96"w single sided Exitra panels painted to PMS colors of choice. (NO SANDBLASTED TEXT) Client to prepare and install vinyl lettering of their choice. • 34 Ea., Monument Signs	34	\$498.45	\$16,947.13

		Quantity	Unit Price	Subtotal
<b>3</b>	<b>Product:</b> Custom Products and Services <b>Description:</b> Custom Fabricated Park Monument Signs (Design 1).  Posts Two per sign 6" x 6" x 168" Cedar Posts, painted 1 color of choice. Includes routed slot for main panel mounting. • 34 Ea., Monument Signs	34	\$291.35	\$9,906.04

**Notes**

To ensure timely completion of your project, Impression Signs and Graphics requests a 50% deposit prior to commencing work on the project.  
Thank you!

**Subtotal:** \$56,832.17  
**Total:** \$56,832.17

**Payment Terms:** Balance due upon receipt.

**Client Reply Request for Option: Sandblasted Exitra main - painted extira rider pan**

Estimate Accepted "As Is". Please proceed with Order.       Other: \_\_\_\_\_  
 Changes required, please contact me.      **SIGN:** \_\_\_\_\_ **Date:**    /    /

**FASTSIGNS****FASTSIGNS 270701**

1354 Mendota Rd.  
 Inver Grove Heights, MN 55077  
 Ph: (651) 455-4559  
 FAX: (651) 450-1747  
 Email: 286@fastsigns.com  
 Web: www.fastsigns.com/286

**Estimate No.: 18422****ESTIMATE DATE: 3/27/2014 11:40:16AM**

Sales Person: Jim Probst  
 Printed Date: 4/10/2014 5:07:22PM

**Digital Vinyl****Customer: City of Lake Elmo**

3800 Laverne Ave N

Ordered By: Alyssa MacLeod

Lake Elmo, MN 55042

**Office Phone: (651) 747-3908****Office Fax: (651) 651-**

PRODUCT	DESCRIPTION	UNIT TYPE	UNIT COST	TOTALS
1	Omegabond Aluminum bonded to a solid polyethylene core. digitally printed with hours 2 per sign  <ul style="list-style-type: none"> <li>Quantity: 34</li> <li>Side(s): Single Sided</li> <li>Product Code: Omegabond</li> <li>Height: 12 in Width: 96 in</li> <li>Background Color: WHITE</li> <li>Text: customer approved art</li> </ul>	Quantity = 34.00	\$86.750	\$2,949.50
2	Miscellaneous. 1 1/4" 4' x 8', Extira, Sandblasted sign per drawing actual size will be nominally smaller do to Stallion  <ul style="list-style-type: none"> <li>Quantity: 17</li> <li>Side(s): Single Sided</li> <li>Product Code: Miscellaneous.</li> <li>Height: 48 in Width: 96 in</li> <li>Background Color: White</li> <li>Text: Per customer art</li> </ul>	Quantity = 17.00	\$2,074.500	\$35,266.50
3	Post and Panel Posts 4" x 4" Cedar Post Unfinished routed out and prepared for install  <ul style="list-style-type: none"> <li>Quantity: 34</li> <li>Side(s): Single Sided</li> <li>Product Code: Post and Panel</li> <li>Height: 0 in Width: 0 in</li> <li>Background Color: Blue</li> </ul>	Quantity = 34.00	\$88.000	\$2,992.00

**Payment Terms:**

Balance due upon receipt.

Line Item Total:	\$41,208.00
Discount:	\$0.00
Subtotal:	\$41,208.00
Taxes:	\$2,936.07
Total:	\$44,144.07

Deposit Required:

**Estimate Received/Approved By:**

x \_\_\_\_\_ / /  
 (Customer Signature) Date:

P.O./  
 Credit Card # \_\_\_\_\_ Exp: / /

City of Lake Elmo  
 Attn: Alyssa MacLeod  
 3800 Laverne Ave N  
 Lake Elmo, MN 55042

Copyright 2000 American Fastsigns, Inc.

# LANDMARK

## Architectural Signs

### SALES QUOTE

Date 4/14/2014

**Customer Information**

Name Alyssa MacLeod  
 Company City of Lake Elmo  
 Title Taxpayer Relations / Community Coord  
 Phone 651-747-3908  
 E-Mail amacleod@lakeelmo.org

Billing Information  
City of Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

Site Address  
City of Lake Elmo Parks  
Lake Elmo, MN 55042

Product/Service Description	Quantity	Price	TOTAL
<b>LAKE ELMO PARKS SIGNAGE PROJECT</b>			
48" X 96 Double Sided Non-Illuminated wood composite panels. 1.5" D	17	\$726.00	\$12,342.00
Exitra Material painted 1st Surface per artwork-Mathews Paint			
Decorated per spec; Inset Installation from top of sign			
96" x 15.5 Double Sided Park "Hours" Sign	17	\$467.00	\$7,939.00
Sign installed with brackets and tamperproof screws			
Vinyl Copy added to panels			
96" x 15.5 Double Sided Park "Amenities" Sign	17	\$467.00	\$7,939.00
Sign installed with brackets and tamperproof screws			
Vinyl Copy added to panels			
4" x 4" Cedar Posts painted per artwork	34	\$345.00	\$11,730.00
15' Long; 12' above grade; 3' below grade for bury			
17 Signs Delivered from St. Paul, MN to City Of Lake Elmo Public Works Department Building	17	\$25.00	\$425.00
<i>Installation of individual signs by City of Elmo Parks Department</i>			
Permit procurement by City of Lake Elmo			
		<b>Subtotal</b>	<b>\$40,375.00</b>
Shipping costs will be included with the final invoice. (SEE ABOVE)		Shipping	\$0.00
Permit costs will be included with the final invoice.		Permit	\$0.00
Sales tax will be included with the final invoice.		TAX EXEMPT 0.000%	\$0.00
		<b>TOTAL</b>	<b>\$40,375.00</b>

Salesperson Jim Carroll  
 17576 Hemlock Avenue  
 Lakeville, MN 55044  
 612-916-1102  
[jimc@landmarkarchitecturalsigns.com](mailto:jimc@landmarkarchitecturalsigns.com)

Terms 50% down, balance due upon completion.

Accepted By \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_



We proudly accept

