



*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
December 19, 2016 6:30 PM**

AGENDA

1. Call to Order
2. Approve Agenda
3. Approve Minutes
 - a) November 21, 2016
4. Recognition of Mike Bouthliet's Service for Parks
5. Neighbor ways Presentation
6. Sally Manzara Nature Center
7. 2017 Work Plan
8. January 2017 Meeting Agenda
 - a) Savona Park
 - b) Lions Park
9. Staff Reports & Commission Update
10. Adjourn

****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.*

MINUTES

City of Lake Elmo Park Commission November 21, 2016

Members Present: Chair Weis, Commissioners Nelson, Frick, Hartley, Ames

Members Absent: Commissioners Zeno, Steele, Nuenfeldt

Staff Present: Administrator Handt, Public Works Director Rob Weldon

The meeting was called to order by Chair Weis at 6:30 PM.

Approval of Agenda

Motion by Ames, seconded by Hartley to approve the agenda as amended to include trees and parking at Sunfish Lake Park and Appointments and Vacancies. Motion passed.

Approval of Minutes

Motion by Nelson, seconded by Weiss to approve the October 3rd minutes. Motion passed 3-0-2. Hartley and Frick abstained.

Savona Park

Committee looked at the concept plan provided by the developer. Staff suggested keeping the areas for the playground equipment together for better pricing and efficiency. Discussion of safety of grouping areas. It was noted equipment would be grouped in a safe manner. Discussion of wood chips versus rubber mulch. It was noted rubber mulch was over three times the cost. The committee went over the four quotes for playground equipment. Only one bid contained the basketball court and all would have to add \$25,000 for the asphalt for the court. Tucker Pearce, Savona resident, suggested checking with the City of Savage on their bocceball court.

Motion by Ames, seconded by Hartley to recommend up to \$150,000 for the first phase of the Savona park. Motion passed 4-1, with Weiss voting no.

Lions Park

Handt shared the concept plan from Miller Architecture Inc. and asked if the committee could prioritize items to stay within budget or if additional public meetings would be needed. Committee had questions about the current park and what was there. They would also like to hear from more folks including Lake Elmo Baseball and the Old Village Work group. This item will return to the January agenda after inviting those folks.

Sunfish Lake Park Master Plan

Staff shared comments from the MN Land Trust on the 2015 draft master plan for Sunfish Lake Park. There were comments about the length of the ADA trail and a playground. Staff shared the 2010 plan that had been approved just for Area 2. Those portions were incorporated into the new master plan. Staff will check with the MN Land Trust on natural play (tree stumps, etc.) for the open space play area.

Motion by Weis, seconded by Hartley to recommend the changes in the master plan. Motion passed.

Ames asked about trees across the trails since the last wind storm. Weldon said they are working on getting those cleaned up so the trails are passable. Ames also asked to check with the MN Land Trust about the mowing in Area 1. Lastly, Ames asked about parking for those entering the park near fire station #2. It was noted staff would need to get better signage in place.

Tablyn Park0temp lights and warming house

Weis asked if we could test out temporary lights and a temporary (construction trailer) warming house at Tablyn this winter. Weldon commented that power would need to be brought in for the lights. There were questions about safety and access to the warming house.

Appointment and Vacancies

Handt shared that the appointments of Hartley, Ames and Zeno would be expiring the end of the year. Hartley said she did not intend to reapply. It was further noted that Silvernale has not been at meetings for a number of months and his position should be filled.

December Meeting

Neighborways Research
2017 Work Plan
Sunfish Lake Park Forest Management Plan
Manzara Nature Center, if plans received in time

Staff Reports and Commission Update

Tablyn improvements (lights, trail and stairs) are complete. Concrete poured at Easton Village Park.

Meeting adjourned at 8:07 p.m.

**Respectfully Submitted,
Kristina Handt**



CITY OF LAKE ELMO PARKS COMMISSION

RESOLUTION 2016-001PR: RECOGNIZING MIKE BOUTHILET'S SERVICE TO LAKE ELMO PARKS

WHEREAS: Mike Bouthilet joined the City of Lake Elmo on November 22, 1985 as a General Maintenance Operator and was later promoted to Public Works Superintendent, and

WHEREAS: Mike Bouthilet played a significant role in the development, improvement and promotion of city parks; and

WHEREAS: Mike's involvement included aiding with Volksmarch and Family Nature Day at Sunfish Lake Park, assisting in the development of a forest management plan for the park, and the construction of beautiful handmade benches and medallions;

NOW, THEREFORE BE IT RESOLVED, in recognition of his 30 years of service to the citizens of Lake Elmo and the Lake Elmo Parks Commission, we offer our sincerest congratulations to **Mike Bouthilet** and extend our heartfelt thanks, and our fondest wishes for a happy, healthy and extremely long retirement.

Signed this 19th day of December, 2016.

Shane Weis
Chair

University of Wisconsin-River Falls

Neighborways in Lake Elmo

Zach Bahr, Katelyn Bares, Dennis Dadashev, Derin Loe, AJ Plehal

Dr. Neil Kraus



Overview

The creation and implementation of a Neighborway system is a growing trend in the upper-Midwest to promote the use of public trails on privately-owned land. Several cities in Minnesota have adopted Neighborway systems successfully within the past 20 years with positive correlations between hiking trails and property values. The City of Lake Elmo has several paths and public trails that could benefit from the use of Neighborways to promote healthy recreational activities for its residents. If this city were to pursue this initiative, there are several state statutes that guide the implementation of such public policy.

The historical legacy of Neighborway systems can be traced back to 1994 in the state of Minnesota. Since then, the Minnesota State Statute was updated during the 2016 legislative session (§604A.20) which states;

It is the policy of this state, in furtherance of the public health and welfare, to encourage and promote the use of land owned by a municipal power agency and privately owned lands and waters by the public for beneficial recreational purposes, and the provisions of sections §604A.20 to §604A.27 are enacted to that end.

§604A.27 outlines the necessity of policy makers to receive written authorization from landowners that are affected by the Neighborway initiative to allow the city the use of their land for recreational purposes. Also, the related statute must specifically authorize the use of their land for an easement or for any other property-related purpose.

Case Studies

Mahtomedi, MN- Mahtomedi installed a Neighborway trail that connected two existing trails and made walking and biking safer in the area. Several other trails are planned that will also connect trails and let people avoid walking on streets. The trails crossed private property and used §604A.20 to guarantee public use and no liability for the owner. Volunteers from several neighboring cities helped in construction of the trails.¹

Paynesville, MN- Paynesville struggled to acquire land to complete the 18 mile biking and walking trail around Lake Koronis for biking and running. City officials promoting the project

¹ Wolgamot, Steve. "MAGI Meeting." MAGI. July 1, 2016. Accessed December 12, 2016.
<http://mahtomedigreen.org/2016/07/01/neighborways-everyones-contribution-to-a-more-walkable-community/>.

by meeting with the town's residents in face-to-face interactions. Citizen's concerns centered around an increase in traffic around their house which most citizens admitted was not as bad as they originally thought once trails were put in place. The development of the trail system took several years, as funds were low and the trail was built in several installments.²

Heartland State Trail- The Minnesota Department of Natural Resources is working with willing landowners to acquire right-of-way for trails that showcases features of their landscape, as well as reduces exposure to traffic for those that use the trail. Current plans for the trail will connect state parks, fishing areas, campgrounds and different wildlife areas. The trail will affect several cities including Park Rapids, Detroit Lakes, Frazee, Hawley and several others.³

Duluth, MN- This case study provides some negative aspects of Neighborway systems. These trails are being used to connect different state parks in the area as well as connecting a preexisting trail with a business area in hopes of boosting the economy for local business. The city encountered several issues from citizens who gave access to their property. One particular landowner was displeased with feedback he was receiving from hikers using his property, so he installed a fence to keep hikers off his property. There were also several reports of camp fires not being properly extinguished on the trail.^{4 5}

Bloomington, MN- Bloomington's Hyland Trail Project linked two existing trails between a park reserve and a state trail. The paved paths provided an off-road alternative to traveling between these locations. They applied for and received a federal grant to help fund this project and took several steps before it was constructed. Open house meetings took place before construction to field any citizen concerns and talk about feasibility issues that came up.⁶

² Tellijohn, Andrew. "Ideas in Action: Happy Trails—Paynesville Brings 30-Year Vision to Life." *CITIES Magazine*, January/February 2016.

³ *Heartland State Trail Extension: Park Rapids to Moorhead Master Plan*. St. Paul, MN: Minnesota Department of Natural Resources, 2011.

⁴ Kraker, Dan. "Tired of Conflicts, Landowner Closes Part of Superior Hiking Trail." Minnesota Public Radio News. 2015. Accessed December 12, 2016.

<https://www.mprnews.org/story/2015/04/28/superior-hiking-trail>.

⁵ Follis, Samantha, Stacey Stark, and Adam Pine. *Western Waterfront Trail Extension Proposal*. Report. Geography, University of Minnesota Duluth. Duluth, MN: University of Minnesota Duluth, 2009. 1-90.

⁶ United States. City of Bloomington. Parks and Recreation Division. *Hyland Trail Project*. Accessed December 12, 2016. <https://www.bloomingtonmn.gov/hyland-trail-project>

Common Steps/issues- Most cities had several public meetings, face to face contact or literature regarding plans for trails that discussed property owner liability and answered questions individuals had. The most common questions asked by residents regarded liability and increased traffic concerns.

Estimated Construction Cost⁷

There is an estimated 6.68 miles of proposed trails from the 2005 Lake Elmo Comprehensive Trail Plan Report (see map attachment). With the standard trail usage of ten feet wide along with two-foot-wide shoulders, we estimate that with gravel the total cost to cover all 6.68 miles within the city would be \$247,160.00 at about \$37,000 a mile. If the city were to \$996,696.08 at about \$149,206.00 a mile. Finally, if the city decide to add amenities, such as road signs, lights, drainage and trash cans for example, the total cost along with the asphalt trail would be \$1,178,819.60 at about \$176,470 per mile.⁸

Benefits of Recreational Investments

A 2010 research study conducted by Active Living Research (an online organization dedicated to promoting active communities) found positive correlations between public recreation and property values. Investments in "open spaces" as opposed to other developments is generally positive, "The positive effect natural open space has on nearby property values can result in higher assessments and thus higher property tax revenues for local governments."^{9 10} The study also showed that the closer the home or property was to the recreational area the higher the increase in property value. The effects of an increased property value can be seen as high as 1,500 feet away from the recreational area but the highest increases are seen within 500-

⁷ BIO-WEST, Inc. *Northern Bonneville Shoreline Trail Master Plan*. PDF. August 2002.

⁸ Milwaukee County. "Construction and Maintenance Costs for Trails." National Trails Training Partnership. June/July 2007. Accessed September/October 27.
<http://www.americantrails.org/resources/ManageMaintain/MilwMaintcost.html>.

⁹ "ECONOMIC BENEFITS of TRAILS." Economic Benefits of Open Space, Recreation Facilities and Walkable Community Design. March 2010. Accessed December 09, 2016.
<http://www.americantrails.org/resources/economics/Economic-Benefits-Trails-Open-Space-Walkable-Community.html>.

¹⁰ "ECONOMIC BENEFITS of TRAILS." Economic Benefits of Open Space, Recreation Facilities and Walkable Community Design. March 2010. Accessed December 09, 2016.
<http://www.americantrails.org/resources/economics/Economic-Benefits-Trails-Open-Space-Walkable-Community.html>.

600 feet¹¹. Existing real estate and future development will overall benefit from a city's investment in recreational land use.

Our Proposition

We believe that the implementation of a Neighborway system in the City of Lake Elmo would overall promote public well-being, and complete a system of unfinished trails throughout the city. The city's commitment to, "preserve and enhance our natural, open space environment," would fit perfectly with the Neighborway initiative. Investments in recreational trails contribute to public health and moral and enhance property values, increase municipal revenue, bring in homebuyers and workers, and attract retirees. Depending on the resident's support for a Neighborway system, the amount of fiscal investment can vary (see estimated construction cost). In order to make the initiative look appealing to affected homeowners, it is the opinion of this team to build the trail with amenities. Lights will promote safety, road signs will assist in guiding users to stay on the path, while drainage and trash cans will sustainably make the trails look appealing.

¹¹ "ECONOMIC BENEFITS of TRAILS." Economic Benefits of Open Space, Recreation Facilities and Walkable Community Design. March 2010. Accessed December 09, 2016.
<http://www.americantrails.org/resources/economics/Economic-Benefits-Trails-Open-Space-Walkable-Community.html>.

Reference List

American Trails Association. The Economic Benefits of Open Space, Recreation Facilities and Walkable Community Design. Report. San Diego State University. 1-28.

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Minnesota Department of Natural Resources, 2011.

Kraker, Dan. "Tired of Conflicts, Landowner Closes Part of Superior Hiking Trail." Minnesota

Public Radio News. 2015. Accessed December 12, 2016.

<https://www.mprnews.org/story/2015/04/28/superior-hiking-trail>.

Liability of Protection for Minnesota Landowners. PDF. St. Paul: Public Health Law Center at William Mitchell College of Law, October 01, 2013.

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Private Proposed Trails

Surfacing	Crushed Gravel	Asphalt	Asphalt w/amenities
Cost Per Mile	\$ 37,000.00	\$ 149,206.00	\$ 176,470.00
Total Miles	6.68	6.68	6.68
Total Cost	\$ 247,160.00	\$ 996,696.08	\$ 1,178,819.60

Total Proposed Trails (Excluding On-Street Trails)

Surfacing	Crushed Gravel	Asphalt	Asphalt w/amenities
Cost Per Mile	\$ 37,000.00	\$ 149,206.00	\$ 176,470.00
Total Miles	15.3	15.3	15.3
Total Cost	\$ 566,100.00	\$ 2,282,851.80	\$ 2,699,991.00

Form Letter Draft for Residents

Dear Landowner(s):

The City of Lake Elmo is seeking to connect its trails throughout the city to create a unified and clear trail layout that combines private and public lands. In order to do so, the city is looking to inform residences whom may be impacted by the unification of the pathways.

The creation and implementation of a Neighborway system is a growing trend in the upper-Midwest to promote the use of public trails on privately-owned land. Several cities in Minnesota have adopted Neighborway systems successfully within the past 20 years with positive correlations between hiking trails and property values. The City of Lake Elmo has several paths and public trails that could benefit from the use of Neighborways to promote healthy recreational activities for its residents. In 1994, the State of Minnesota passed the Recreational Land Use Statute (§604A.20) which states;

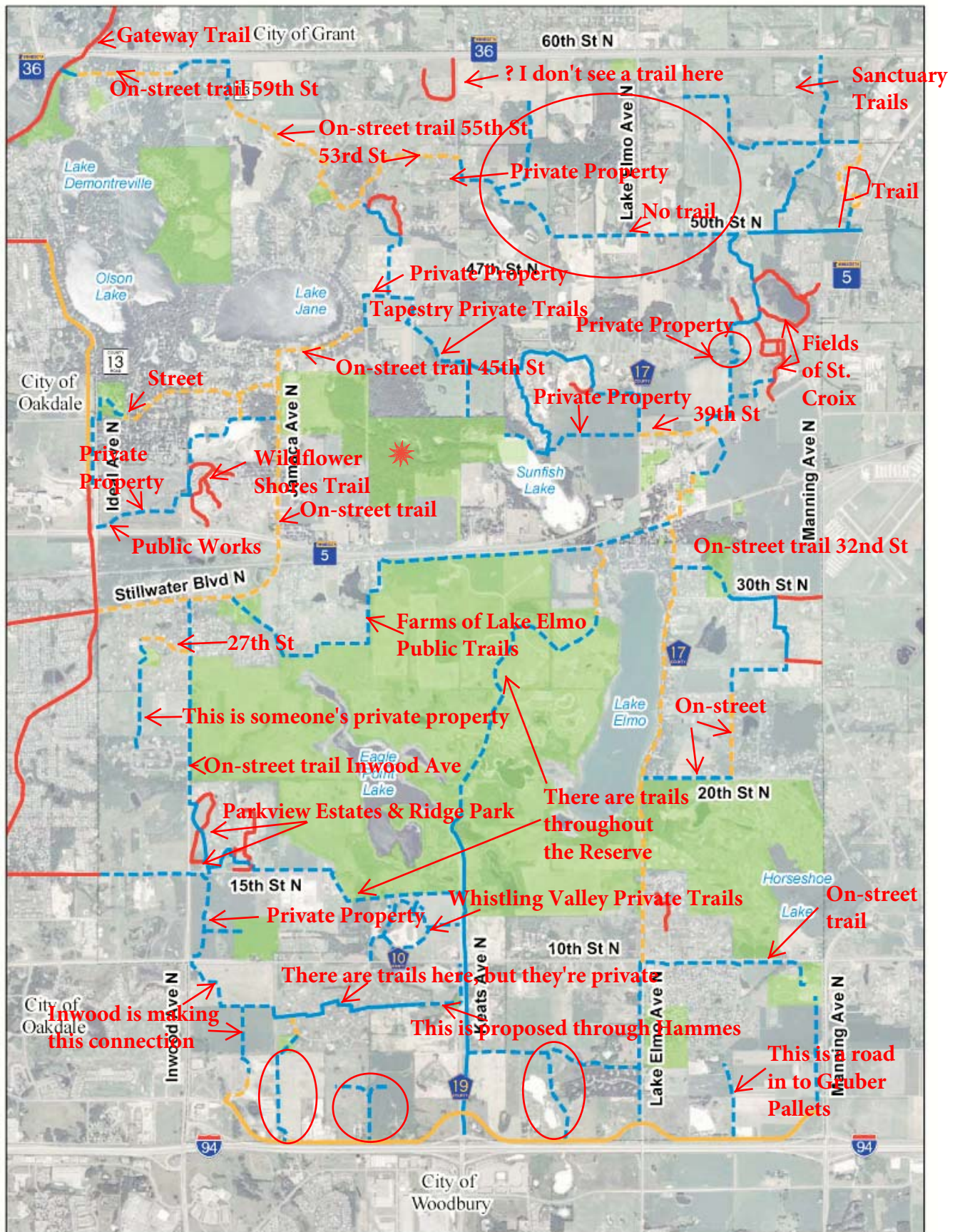
"Is the policy of this state, in furtherance of the public health and welfare, to encourage and promote the use of land owned by a municipal power agency and privately owned lands and waters by the public for beneficial recreational purposes, and the provisions of sections 604A.20 to 604A.27 are enacted to that end."

The statute defines "owner" as anyone who has the power to control the land, and also includes tenants, occupants, or caretakers. Recreational use can range from fishing to hiking and includes using a road or land in any manner for recreational trail use.







Recreational trails and open spaces can provide several positive characteristics to community members and affected residents. A 2010 research study conducted by Active Living Research (an online organization dedicated to promoting active communities) found positive correlations between public recreation and property values. Investments in "open spaces" as opposed to other developments is generally positive, "The positive effect natural open space has on nearby property values can result in higher assessments and thus higher property tax revenues for local governments." ⁹ Existing real estate and future development will overall benefit from a city's investment in recreational land use.

Liability is a common concern for any resident interested in using their land to promote a Neighborway system. In a 2013 publication by the Public Health Law Center at the William Mitchell College of Law, there are several steps the landowner can take to ensure they cannot be culpable for the risk associated with having a public trail on their land. These include allowing all hikers equal and free access to the marked trail and informing the city of any potential hazards of the constructed path. The City of Lake Elmo is responsible for posting signs to inform trail users of property lines and maintaining the trail's lands.

The connecting of Lake Elmo's trail system will provide great recreational pathways throughout the city that are clearly defined for residents and visitors to enjoy. By investing in recreational trails and open spaces, overall property values are increased and the community can enjoy complete and safe trails throughout the city.



Legend

-  Parks, open space
 -  Existing Bike Route (on street)
 -  Proposed Bike Route (on street)
 -  Existing Trails Incorporated in System (off road)
 -  Proposed Trail (off road)
 -  Other Existing Trails (off road)
- Note: Proposed Trails are shown in general location only.



Sunfish Lake Park and DeMontreville Park prohibit bikes on trails within the park.



PARKS COMMISSION COMMUNICATION

DATE: December 19, 2016

REGULAR

ITEM #: 6

MOTION

AGENDA ITEM: Sally Manzara Interpretive Nature Center

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director
Stephen Wensman, Planning Director
Mike Bent, Building Official

BACKGROUND:

- At the May 15, 2015 Parks Commission meeting:
 - Anthony (Tony) Manzara, made a presentation regarding an interpretive nature center at Sunfish Lake Park in honor of his wife Sally. The Nature Center would be ran by a non-profit organization called Friends of the Lake Elmo Sunfish Lake Park (“Friends”).
 - Since that time staff has been working with Mr. Manzara on a development, lease, licensing and operating agreement for the center. The Building Official was also contacted regarding necessary permits and plans.
- At the September 19, 2016 Parks Commission meeting:
 - Mr. Manzara made a presentation to the Parks Commission providing further detail on the Nature Center proposal.
 - The Commission was also provided with an agreement between Mr. Manzara and the City which included provisions related to the lease of approximately one acre south of the parking lot at Sunfish Lake Park. The agreement covered the Friends’ and City’s responsibilities in relation to the Nature Center; addresses financial items; lease of the building site; insurance and liability issues; and termination of the agreement.
 - The Commission requested that further detail be provided in regards to building materials and blueprints, as well as septic system and drainfield.
- On October 7, 2016, Mr. Manzara met with Staff to further discuss the Nature Center location, outdoor feature locations, septic system, necessary hydrants, utilities, traffic survey, main gate access after-hours, security system, etc.
- Tonight’s meeting:
 - Mr. Manzara has provided a preliminary design and proposed location for the Sally Manzara Nature Center.

ISSUE BEFORE COMMISSION:

The Parks Commission is respectfully requested to review the proposed preliminary plan and location of Sally Manzara Nature Center. Is there any more information needed? What is the Parks Commission recommendation on the Sally Manzara Nature Center Development, Lease, License and Operating Agreement contingent on approval of their 501c3?

PROPOSAL DETAILS/ANALYSIS:

Building Materials and Specific Activities. Mr. Manzara has provided further detail on the plans in an email to Staff, select Commission members, and others. Information provided in the email is summarized below:

- *Walls:* Concrete pouted into Insulated Concrete Forms with appropriate reinforcement.
- *Main floor:* Concrete slab.
- *Mezzanine floor:* Spancrete.
- *Exterior:* Low-maintenance brown metal siding.
- *Interior:* Painted drywall.
- *Windows and doors:* Multi-pane insulated glass with low-maintenance frames.
- *Roof:* Wooden trusses sheathed with OSB and covered with 40-year dark green metal roofing.
- *Solar panels:* Installed when funding available.
- *Ceiling:* Drywall with provision for sunlighting
- *HVAC:* Forced air via geothermal heat pump.
- *Electricity:* Xcel has been contacted about specifics of providing electric power to the site.
 - Application to design a service run for the electric power submitted.
 - Proposed run is from the existing service at the main gate of the Park and northward along the park entry road, then westward to the Nature Center.
 - A run from the developed residential area adjacent to the east edge of the Park was considered but not deemed the best option, as it would require obtaining an easement from at least one landowner and would not provide convenient power access for future amenities along entry road.
- *Water:* Kitchen area and restrooms will be on city water.
- *Waste Treatment:* Still being evaluated. Mr. Manzara has been instructed to speak with the County regarding steps and regulations regarding evaluating a septic site for the building.
- *Proposed Border of Leased Area:* Shown in attached diagram and described as Exhibit A in draft lease agreement.
 - The proposed area to be leased to Friends is 208.71 feet on each side.
 - Eastern border is proposed to be on the centerline of the fire hydrant and water connection point, necessitating an easement over both leased and unleased property.
 - Northern border will be established just to the south of the existing boulders defining the parking lot.
- *Activities within Nature Center:*
 - Open 20 hours a week.
 - Supervised by volunteers.
 - *Nature Education sessions* with contract Naturalist for pre-school children.
 - *Nature observation and guided nature activities* for grade-school and high-school students with Naturalist or volunteer.
 - *Participation of interns* in developing exhibits and programming.
 - *Operation of gift shop* to accept donated items or services to sell to visitors.
 - *Opportunities for organizations to donate service hours* or develop exhibits that showcase nature for the visitors under guidance of volunteers from those organizations.
 - *Development and distribution of Trail Guide to Sunfish Lake Park* by Naturalists, interns, volunteers.
 - *Lecture series* for Adult Education on the natural history and agricultural history of the area (either volunteer lecturer or independent contractor).
 - Special visit arrangements for groups of senior citizens.
 - *Research activities* related to the natural ecology of the Park, such as a bird census, a tree inventory, and video and audio recorded observation of wildlife
 - *Meeting venue* for nature-related organizations such as bird-watching clubs, and for fundraising meetings to benefit the Friends (coordinated by Friends officer or volunteer).
 - *Rest stop* for hikers in the summer and cross-country skiers in the winter.
 - *Picnic venue* for visitors to the Park.

- These listed activities, and similar efforts, are expected to take up much of the available time of the Friends Directors and Officers, who will also spend a significant amount of time on fundraising, public awareness activities, and solicitation/coordination of volunteer hours.
- *Maintenance and Accounting* services will be purchased from independent contractors.

Staff Comments. Staff and the Minnesota Land Trust (MLT) has been provided the preliminary plans and have the following comments:

- *Preservation Easement.* The MLT found the plan to be consistent with the terms of the conservation easement for design and location purposes, but any outdoor lighting fixtures need to comply with the conservation easement and MLT-approved Sunfish Lake Park concept plan.
- *Dimensions and Setbacks Not Shown.* The dimensions and setbacks are not listed and would be helpful to properly analyze proposal.
- *Low Over-Hanging Roofline.* This will allow people to climb from tables on the roof and cause damage to shingles and solar panels.
- *Accessibility.* There should be a concrete sidewalk leading to the front door from the parking lot and consideration should be given to paving a portion of the parking lot and the picnic area. The Occupant Load is under 30, and so an elevator is not required.
- *Materials.* The building materials should be low maintenance.
- *Stormwater.* Stormwater should be collected properly so as to not create an eroded dripline.
- *Need for Complete Plans.* Complete plans by an architect will be required before any building permit can be submitted for review and issued.

501c3 Status. It should be noted that Friends of the Lake Elmo Sunfish Lake Park has requested, but not yet received, 501c3 status from the IRS. Approval of the Nature Center Development, Lease, License and Operating Agreement is contingent on Friends receiving this approval.

FISCAL IMPACT:

From September 19, 2016 Staff Report:

- The Friends would be responsible for the cost of constructing and maintaining the building. They would provide the City with a \$20,000 escrow to ensure the building is completed. The Friends would also be responsible for the cost of installing a septic system or other approved wastewater treatment system. If municipal sewer is extended to the property in the future, it is understood the building would be required to connect but the City and Friends would discuss how the assessment and connection charges would be allocated at that time.
- City costs would be limited to staff time for promotion of Friends programs, assistance with grant applications or other governmental agency approvals. Additionally, the City would bear the cost to repair any damage to the building occurring as a result of City-organized use of the building. The City would continue to be responsible for the maintenance of the access road, parking lot, and all trails.

OPTIONS:

- 1) Recommend approval of the Sally Manzara Nature Center Development, Lease, License and Operating Agreement once 501c3 status has been granted.
- 2) Amend and then recommend approval of the Sally Manzara Nature Center Development, Lease, License and Operating Agreement once 501c3 status has been granted.
- 3) Recommend the City Council not approve the Sally Manzara Nature Center Development, Lease, License and Operating Agreement.

ATTACHMENTS:

- Sally Manzara Nature Center Preliminary Plans (prepared by Roger Tomten of Archnet) and Proposed Location
- Draft Lease Agreement



TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
651.303.3215
rogertomten@comcast.net
333 N MAIN ST, #201
STILLWATER, MN 55082

PRELIMINARY DESIGN FOR THE :

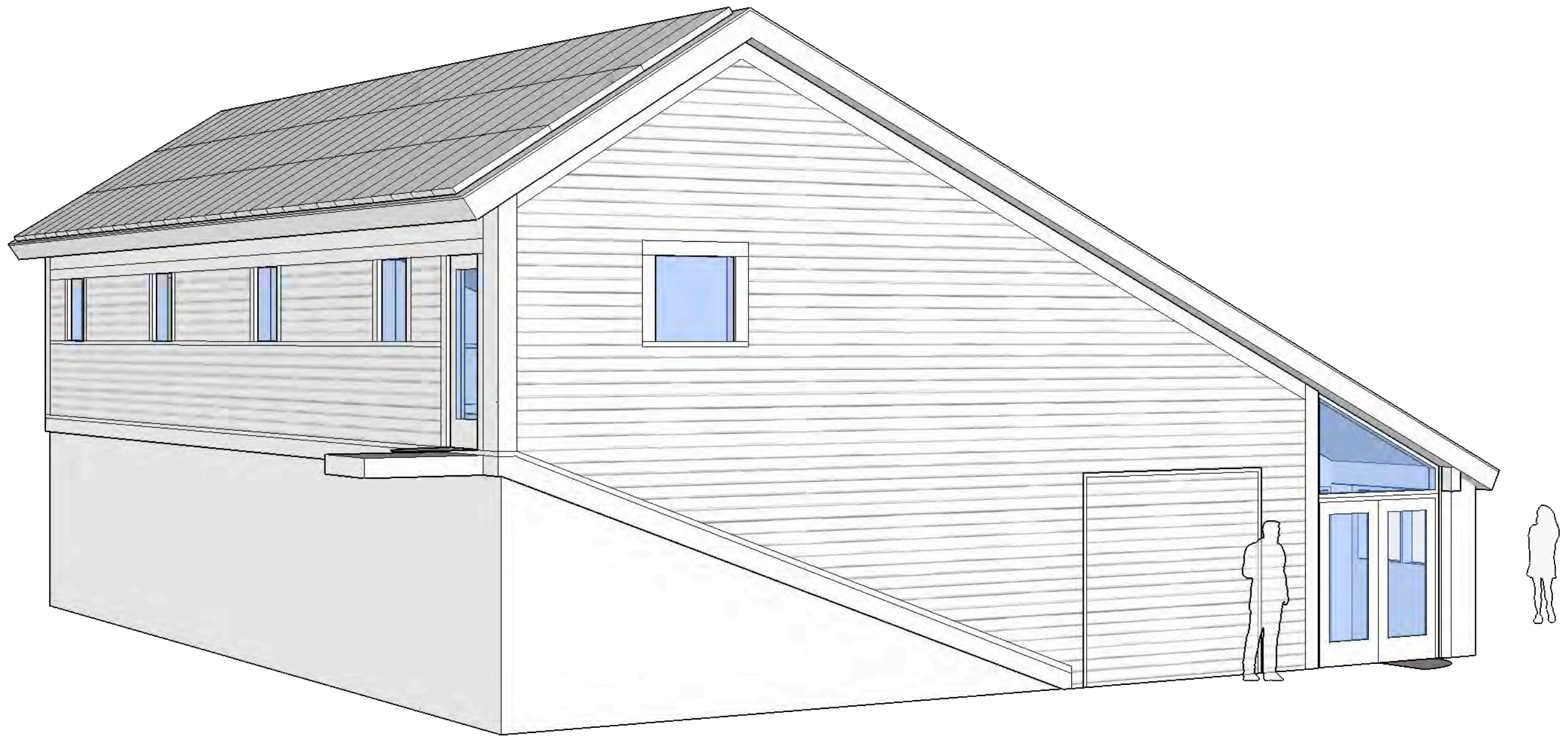
SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
DEC 1 2016

11X17 FULL SIZE

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1 NO SCALE

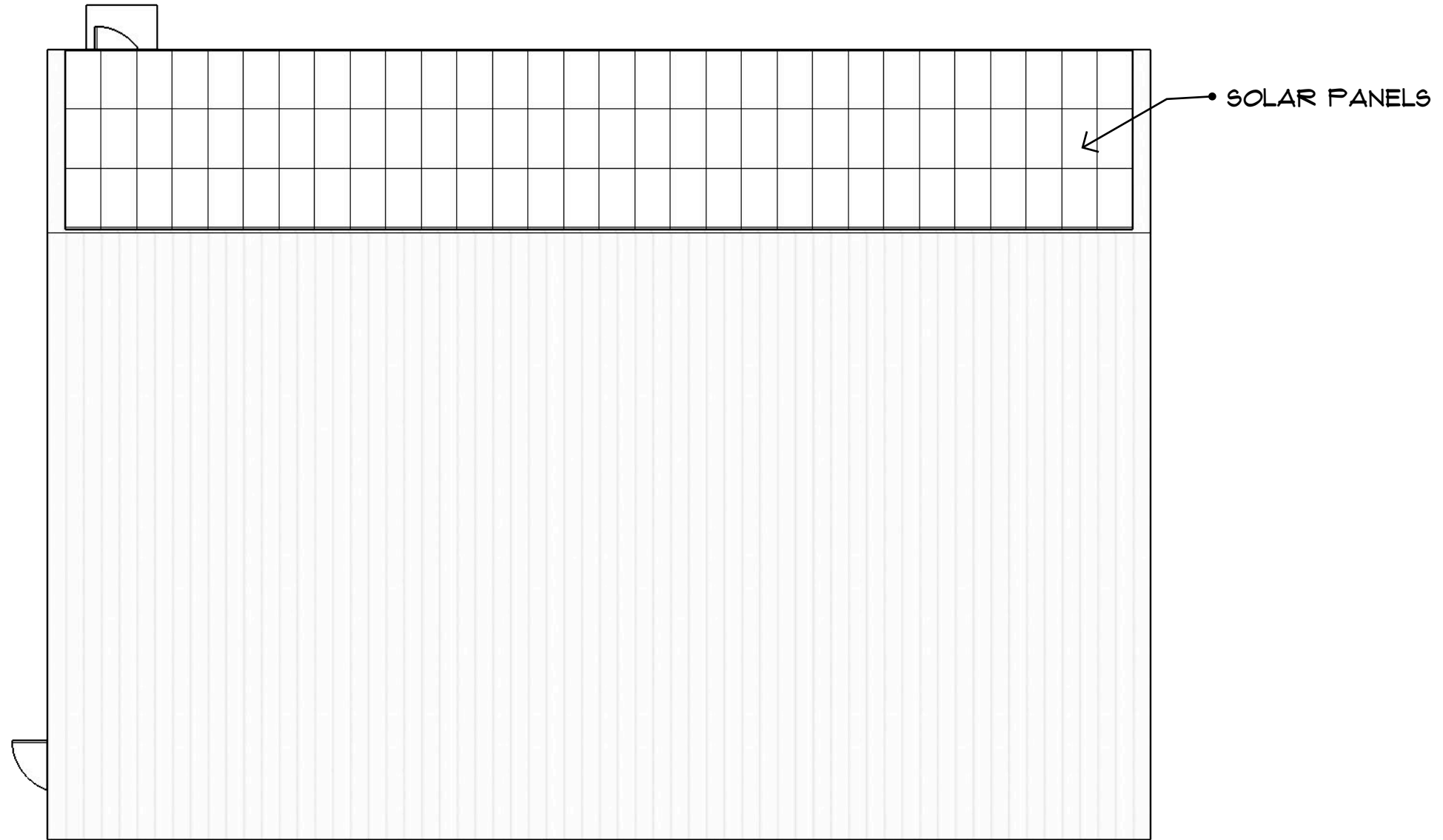
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ENVIRONMENTAL
DESIGN
ROGER TOMTEN
651.303.3215
robertomten@comcast.net
333 N MAIN ST, #201
STILLWATER, MN 55082

PRELIMINARY DESIGN FOR THE :
SALLY MANZARA INTERPRETIVE NATURE CENTER
SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

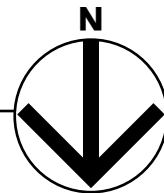
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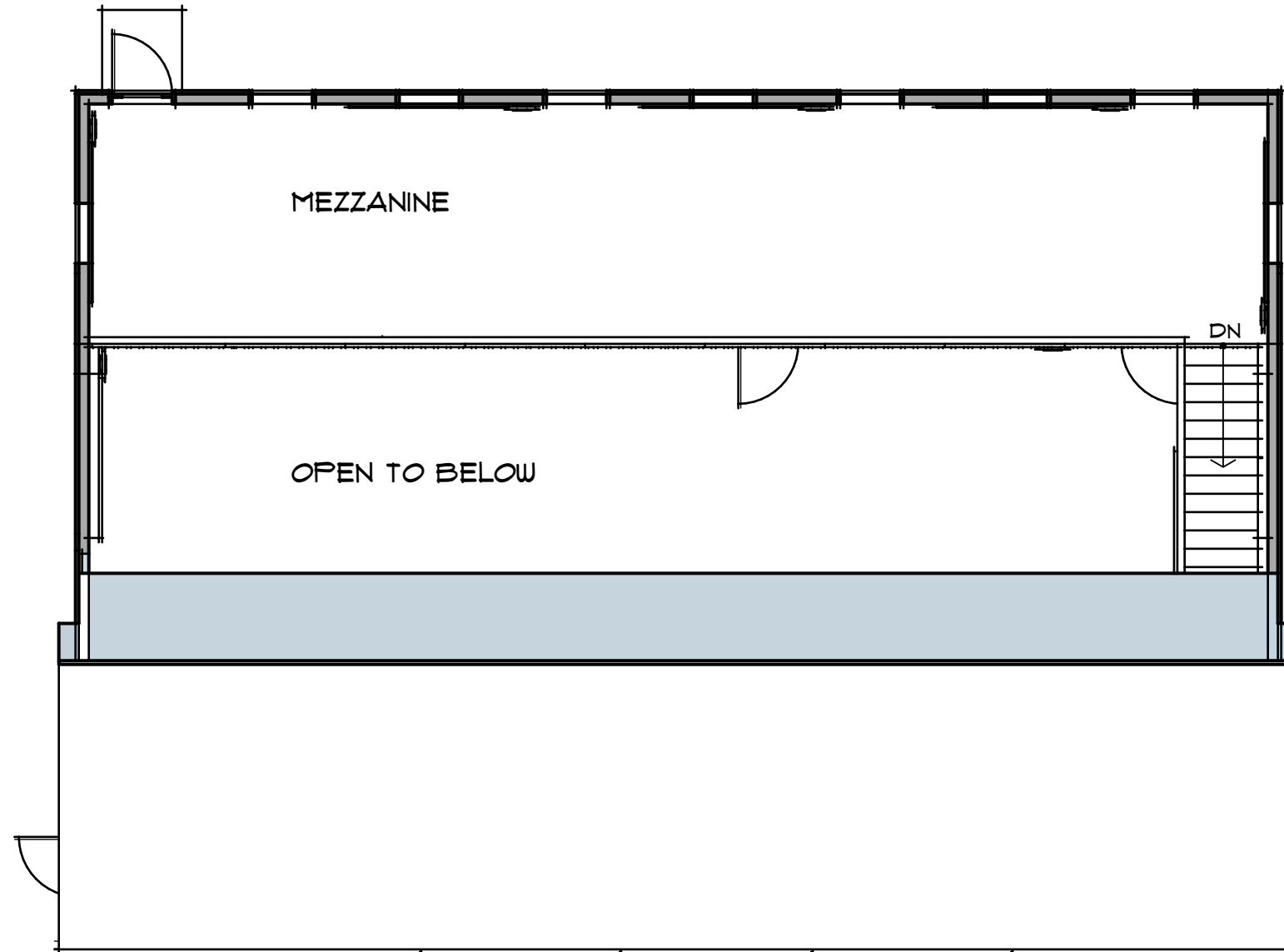
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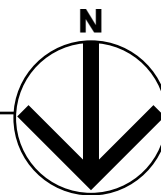


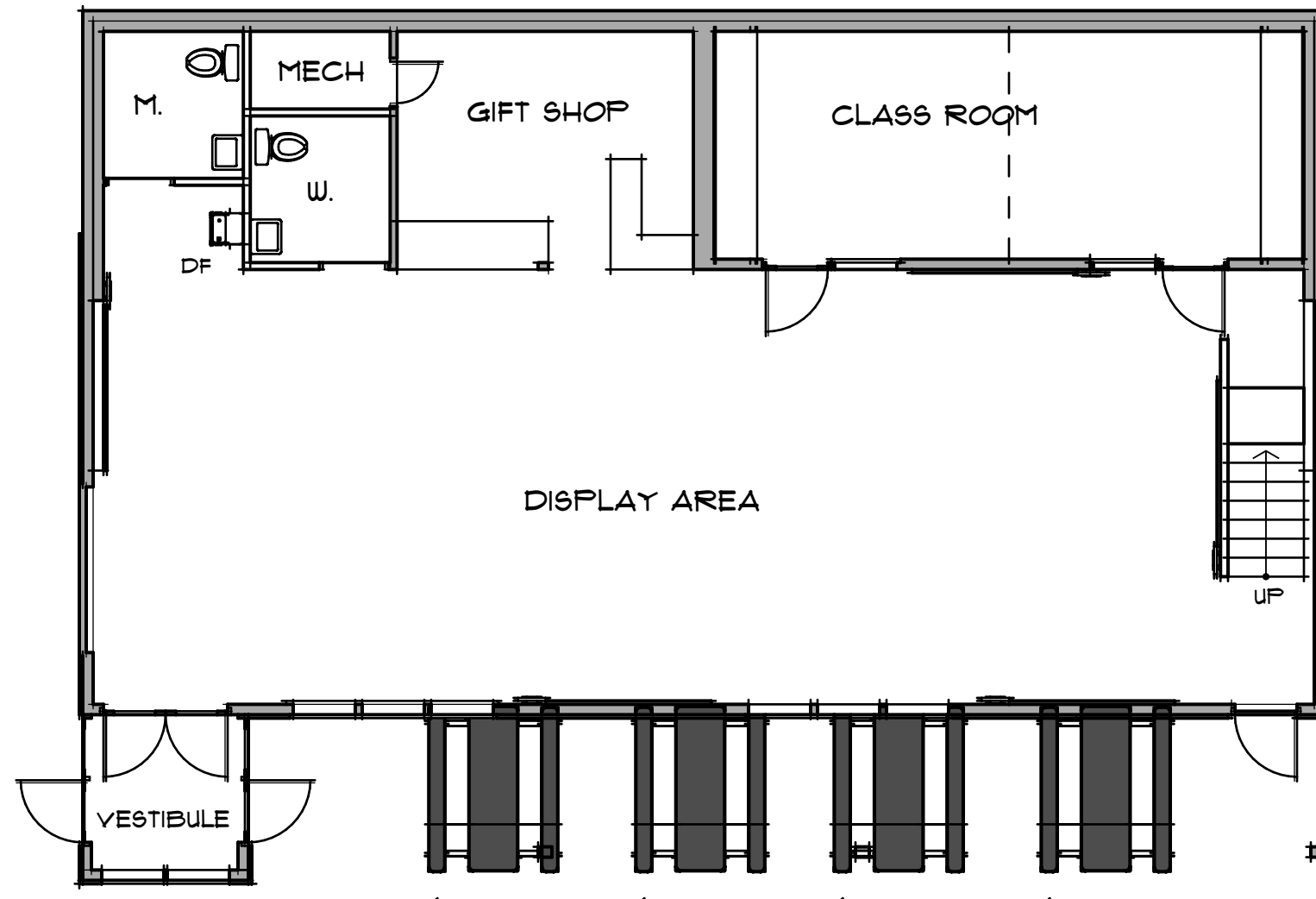
1 ROOF PLAN
2 1/8" = 1'-0"



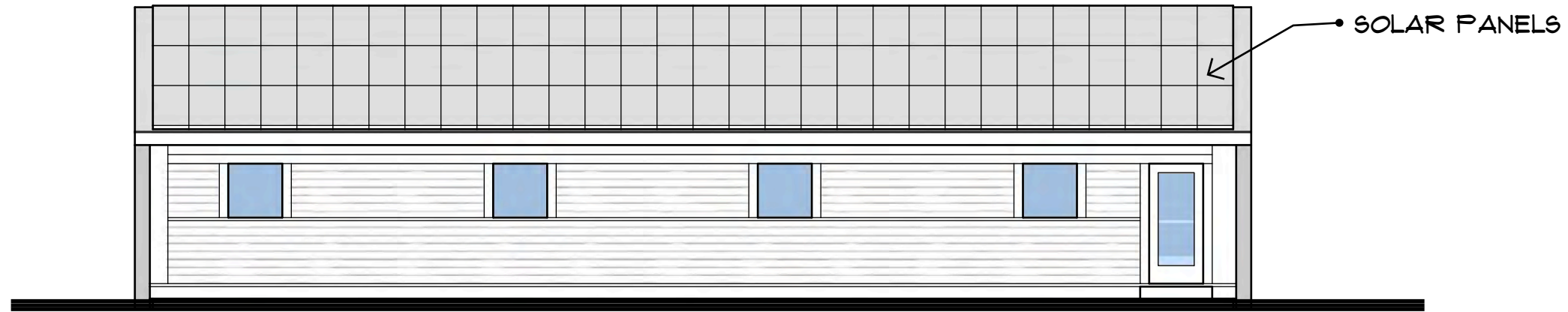


1 MEZZANINE PLAN
3 1/8" = 1'-0"





1
4 LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"



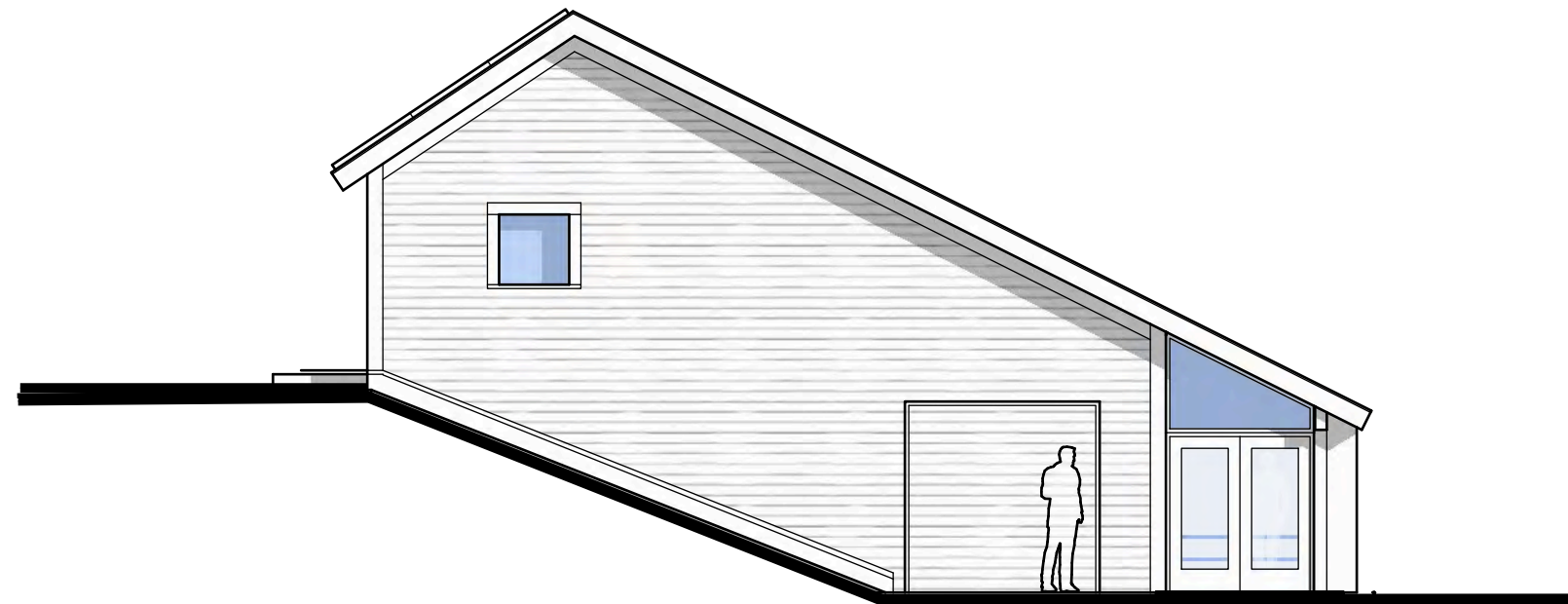
1 SOUTH ELEVATION
5 1/8" = 1'-0"



2 WEST ELEVATION
5 1/8" = 1'-0"



1 NORTH ELEVATION
6 1/8" = 1'-0"



2 EAST ELEVATION
6 1/8" = 1'-0"

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
651.303.3215
roger@tomten.com
333 N MAIN ST, #201
STILLWATER, MN 55082

PRELIMINARY DESIGN FOR THE :

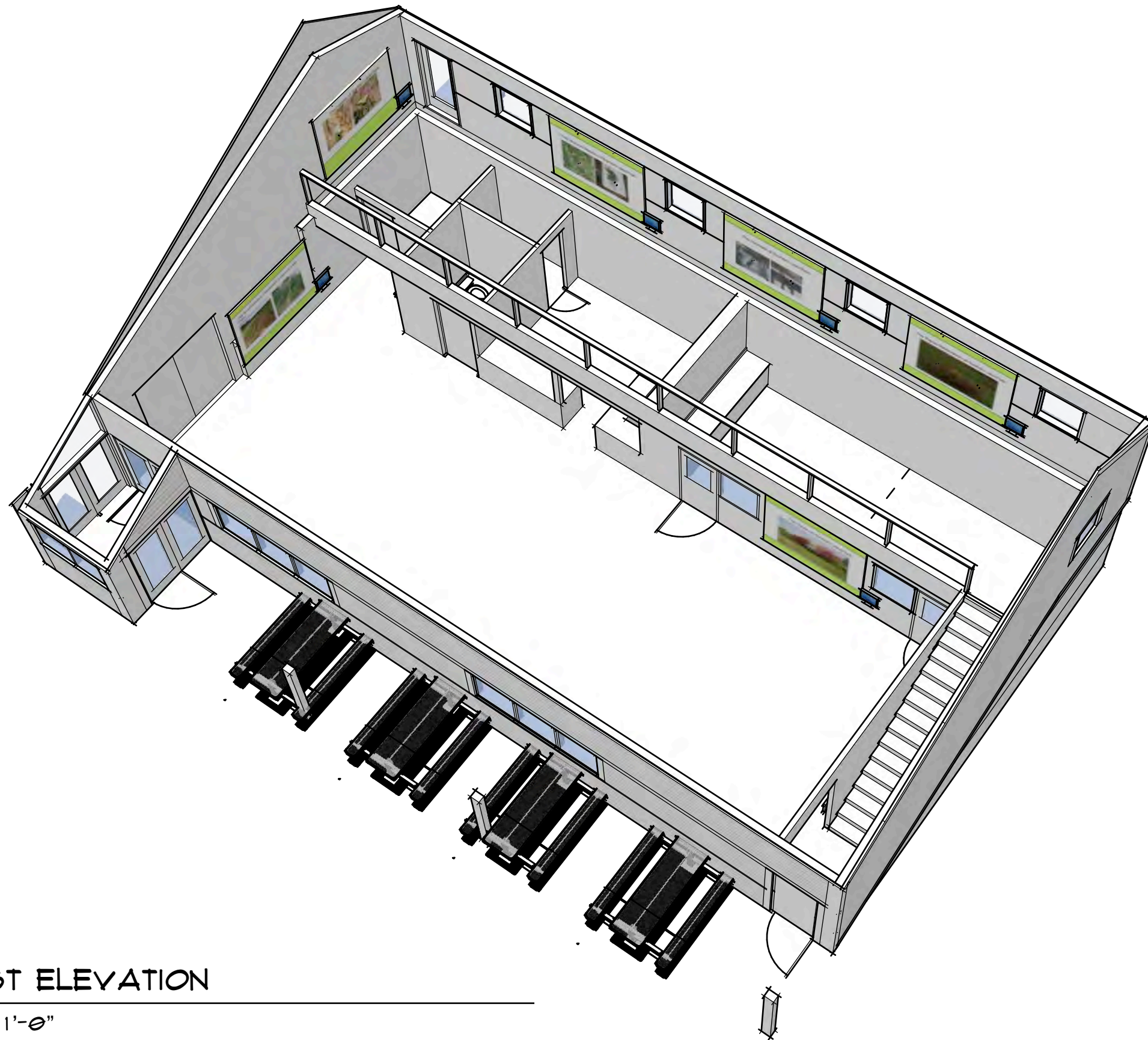
SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
DEC 1 2016

11X17 FULL SIZE

SHEET
6
OF 9



1 EAST ELEVATION
1/8" = 1'-0"

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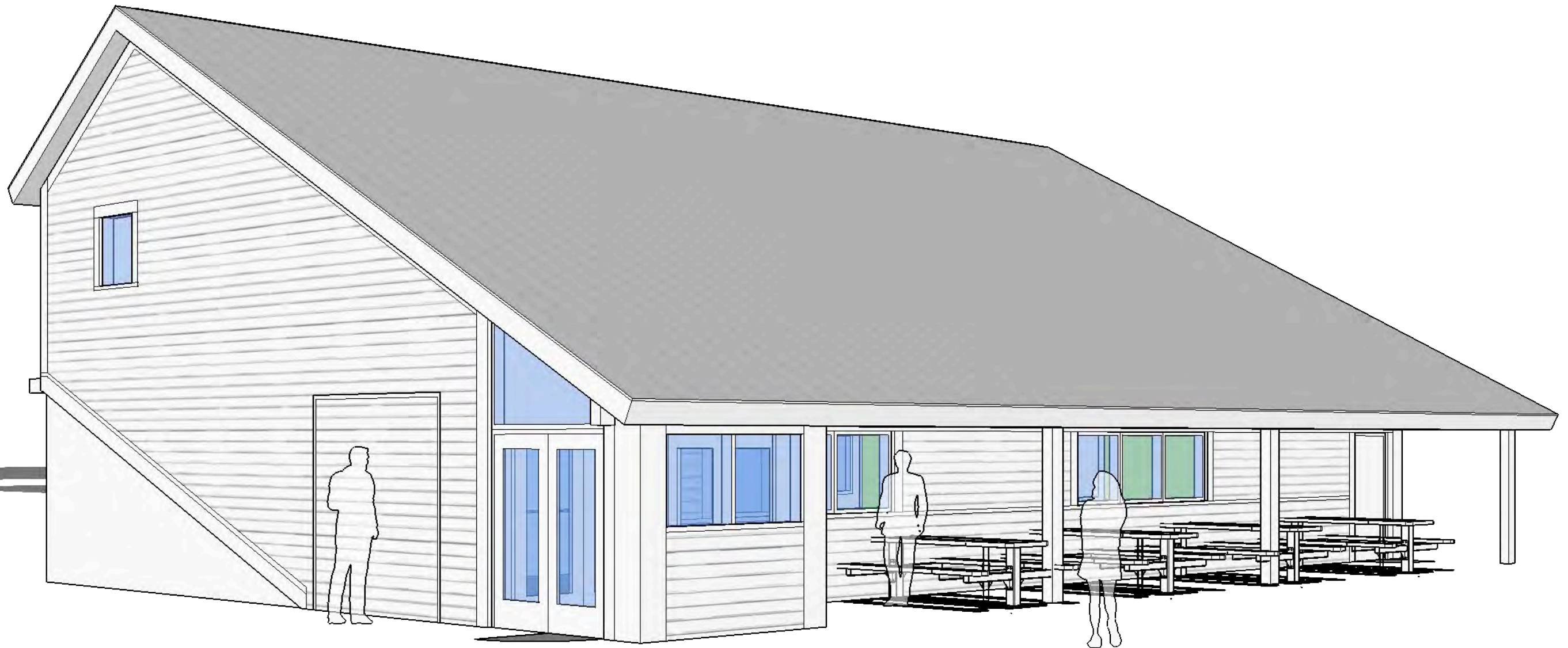
SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
DEC 1 2016

11X17 FULL SIZE

SHEET
7
OF 9



1 NORTH EAST PERSPECTIVE
8 NO SCALE

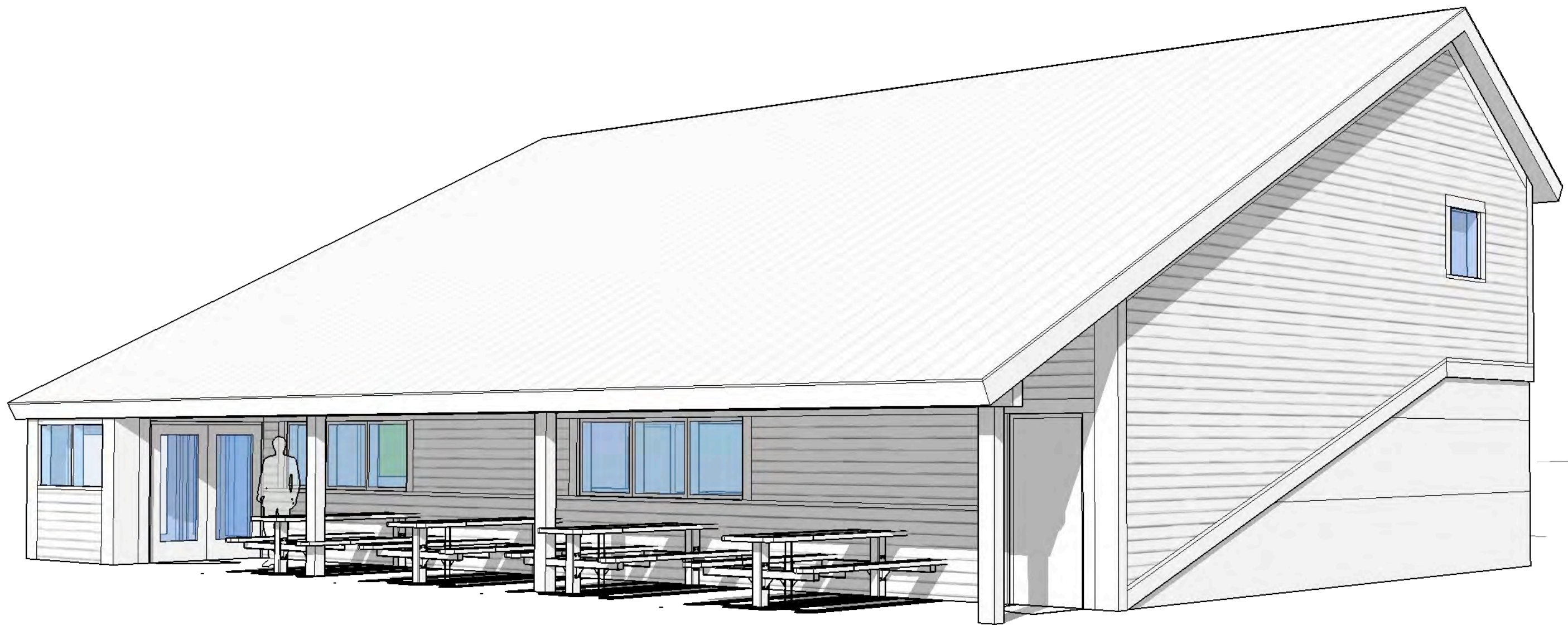
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SHEET
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OF 9



1 NORTH EAST PERSPECTIVE
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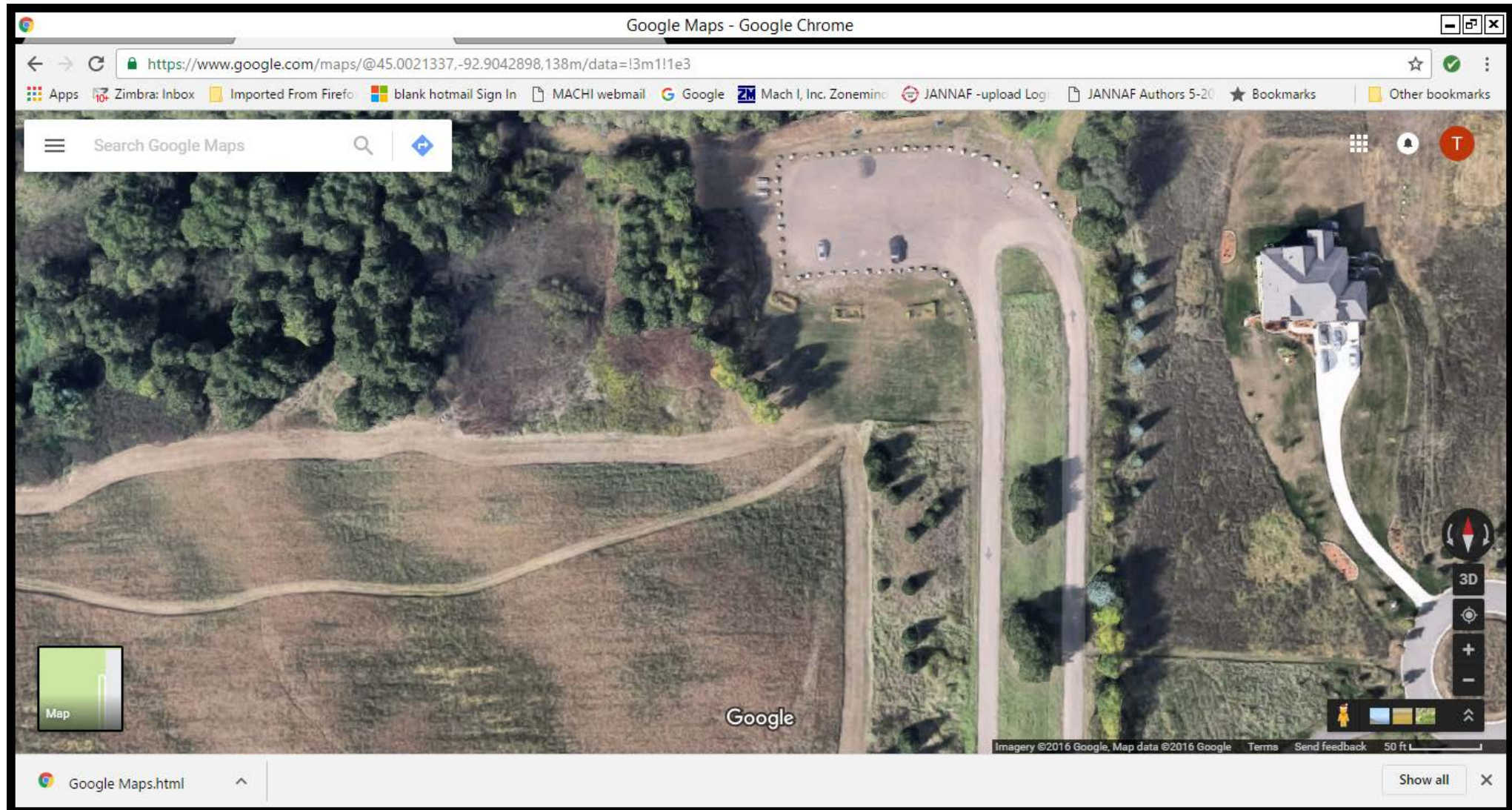
SHEET
9
OF 9

Proposed location of Sally Manzara Interpretive Nature Center
in Conservation Easement Area 2 of Sunfish Lake Park, Lake Elmo

Tony Manzara, Friends of Lake Elmo's Sunfish Lake Park, Inc.

December 2, 2016

Google Earth view of Entrance Road and Parking Lot at Sunfish Lake Park (in Area 2 of MN Land Trust Conservation Easement)



Expanded image of land south of parking lot showing proposed border of leased area (black), footprint of nature center building (red), water line (blue) and power/communications lines (yellow)



View westward from near NE corner of
proposed leased acre



**SALLY MANZARA INTERPRETIVE NATURE CENTER
DEVELOPMENT, LEASE, LICENSE AND OPERATING AGREEMENT**

This Development, Lease, License and Operating Agreement (this “Agreement”) is entered into effective as of this _____ day of _____, 2016 (the “Effective Date”) by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and the Friends of Lake Elmo’s Sunfish Lake Park, a Minnesota non-profit corporation (the “Friends”).

RECITALS

WITNESSETH:

WHEREAS, the City is the owner of Sunfish Lake Park, which is legally described on the attached Exhibit A (the “Property”); and

WHEREAS, the Property consist of approximately 284 acres of woodlands, wetlands and prairie wildlife habitats and trails for cross country skiing and hiking; and

WHEREAS, the Friends would like to construct and operate an interpretive nature center building on a portion of the Property for the use and benefit of the Lake Elmo community in accordance with the preliminary plans attached hereto as Exhibit B (the “Nature Center Building”); and

WHEREAS, the Property is subject to a conservation easement held by the Minnesota Land Trust (the “Land Trust”) that limits the amount of development that may occur on the Property; and

WHEREAS, the City has received confirmation from the Land Trust that use of the Property for a nature center does not conflict with the terms of the Land Trust’s conservation easement over the Property; and

WHEREAS, the City is willing to lease a portion of the Property to the Friends in order to allow it to construct, maintain and operate the Nature Center Building; and

WHEREAS, the Friends would also like to use the existing facilities of the Property in conjunction with its operation of the Nature Center Building; and

WHEREAS, the City is willing to grant a license to the Friends that will allow the Friends to use the existing facilities on the Property in conjunction with the Friends’ operation of the Nature Center Building; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
LEASE OF PROPERTY AND CONSTRUCTION OF THE NATURE CENTER
BUILDING

1. Lease of the Building Site and Approval of Nature Center Building Plans. The City hereby leases the portion of the Property that is depicted and described on the attached Exhibit C to the Friends (the "Building Site"). The Friends shall be responsible for constructing the Nature Center Building on the Building Site at its expense. The Friends shall also be responsible for bringing electric and water service to the Nature Center Building including any acquisition costs associated with easements for any utility easements that are needed. The Friends shall also be responsible for the cost of installing a septic or other approved waste treatment system to serve the Nature Center Building. Prior to commencing construction of the Nature Center Building or any other improvements on the Building Site, the Friends must receive any and all approvals, and building permits required by the City and any other governmental agency, including, but not limited to, approval by the City Council of the final plans and specifications for the Nature Center Building (the "Approved Plans"). The Friends shall pay for the building permit for the Nature Center Building and the costs of all other approvals and permits that are needed.

2. Construction of the Building. The Friends shall construct and install the Nature Center Building in accordance with the Approved Plans with a contractor acceptable to the Friends and the City. The Friends shall construct the Nature Center Building at its sole cost and expense, in a good and workmanlike manner, and in accordance with all applicable laws, codes, ordinances, and regulations. Any significant changes in the Approved Plans will be submitted to the City for approval. Other than the Nature Center Building, the Friends shall make no other alterations or improvements to the Property without the prior written consent of the City. Prior to issuance of a certificate of occupancy for the Nature Center Building, the Friends shall clean up and remove all construction debris and trash from the Building Site and the Property. For purposes of this Agreement, _____ shall be the Friends' representative with respect to the Nature Center Building construction or any other work to be performed on behalf of the Friends on the Property. The Nature Center Building must be completed no later than _____, 20____.

3. Escrow. In order to ensure that the Nature Center Building is completed and in order to ensure that the City has the funds to demolish the Nature Center Building in the event that this Agreement is terminated by the Friends, the Friends shall deposit \$20,000 with the City to be held by the City in an escrow account. In the event that the Nature Center Building is not complete by July 4, 2019, the City shall provide the Friends with written notice of the outstanding items to be completed. If the items are not completed within 60 days of the date of the notice, the City may either complete the items and reimburse itself for the costs associated with the completion from the escrow account or demolish the Nature Center Building and reimburse itself for the costs associated with the demolition from the escrow account.

ARTICLE II
NATURE CENTER OPERATIONS

1. Friends' Responsibilities.

- a. The Friends shall manage and operate the Nature Center Building as an interpretive nature center. The Friends shall prepare a five-year maintenance and management plan for the Nature Center that shall be provided to the City at the time the budget and financial disclosures set forth in Article III of this Agreement are provided. The Friends will maintain the Nature Center Building in a structurally sound, safe, clean, and attractive manner, and in accordance with applicable regulations, as a condition of the lease. If such maintenance is not done, the City may give the Friends 90 days' notice to correct the problem, unless seasonal conditions require a longer correction time.
- b. The Friends must make available to the public a variety of programs at the Nature Center Building for the education and enjoyment of people of all ages. The Friends may determine the type, frequency, and content of all of its programs.
- c. The Friends shall be responsible for hiring employees and contractors and recruiting volunteers to administer and support its programs at the Nature Center Building and to maintain the Nature Center Building. The Friends shall be responsible for compensating its employees and contractors and paying for any employee benefits.
- d. The Friends shall include one member that is appointed by the City Council as a voting member on its Board of Directors. The City Council is responsible for selecting the person who is to serve on the Friends' Board of Directors.
- e. In conducting its operations, the Friends shall abide by the terms of the Land Trust conservation easement that applies to the Property and all state and federal laws and regulations and City ordinances. The Friends may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center Building, the Property and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center Building and the Property which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules and regulations governing the use of the Nature Center Building and the Property shall be conspicuously posted by the Friends on the premises.

2. City's Responsibilities.

- a. The Nature Center Building shall be officially named the "Sally Manzara Interpretive Nature Center" and the City shall refer to it as such.
- b. The City will promote the Friends' activities and events at the Nature Center Building and the Property through publishing articles in the City publications and placing these activities and events on the City event calendar and web site.
- c. The City will cooperate with the Friends with respect to any approvals by other government agencies or other entities needed by the Friends in order to operate a

Nature Center on the Property. The City will also cooperate with the Friends with respect to the Friends' applications for grant funding for the Nature Center. With respect to both activities, the Friends shall be responsible for preparing any application that needs to be submitted and the City will assist by signing the application, if necessary and providing any supporting information that it may have available.

ARTICLE III FINANCIAL

1. Budget. The Friends agree to operate the Nature Center Building within a balanced budget plan. The Friends shall take all actions necessary to assure that its annual operating expenditures do not exceed annual operating revenues. The Friends must provide the City with financial status reports as required by the City. By _____ of each year and consistent with the City's budget cycle, the Friends must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. The Friends shall submit an annual operating budget to the City by _____ for the upcoming fiscal year.
2. Financial Disclosures. The Friends agree to provide the City with a detailed disclosure of its financial resources in conjunction with its financial status reports on an annual basis and a fully audited statement every third year, unless the Friends' total revenues exceed \$100,000, in which case, a fully audited statement shall be provided to the City each year. The City also has the right to request that the Friends provide additional audits of the Friends' investments, receivables and payables so as to allow the City to verify the accuracy of the Friends' financial status reports. Such additional audits will be at the sole cost of the City. The City shall have the right to examine the Friends' books and financial records at any time upon making a written request.
3. Tax Exempt Status. The Friends covenant and agree that the Nature Center Building is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. The Friends shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center Building of its tax exempt status in the year of termination of this Agreement and year after termination.

ARTICLE IV LEASE OF NATURE CENTER BUILDING SITE AND LICENSE TO USE PROPERTY

1. Lease of Nature Center Building Site. The City hereby exclusively leases the Nature Center Building Site to the Friends. Monthly rent shall be \$1.00 and shall be payable on the first day of each month or in advance.
2. License to Use Property. The City hereby grants the Friends a non-exclusive license to use the remainder of the Property for nature center activities, including, but not limited to, self-guided or naturalist-guided nature walks, cross-country skiing, hiking and sledding. With the City's permission, the Friends may place features or equipment on the Property that are related to

the use of the Property as a nature center. The City hereby grants permission for the installation of surveillance equipment on the Property, such as game cameras, microphones and security cameras that are to be used to observe and record activity on the Property.

3. Use of the Nature Center Building Site and the Property. The Friends shall use the Nature Center Building Site and the Property for nature center uses and for no other uses whatsoever. The Friends agree that throughout the term of this Agreement, it shall not use the Nature Center Building Site or the Property for the storage, handling, transportation or disposal of any Hazardous Substances. “Hazardous Substances” for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a “hazardous waste” pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a “hazardous air pollutant” under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. “Hazardous Substances” shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde. However, this paragraph will not be interpreted as forbidding the proper storage by the Friends of reasonable amounts of hazardous substances commonly used in the operation of a nature center, such as fuels (e.g. gasoline, diesel fuel or propane), equipment and vehicle maintenance fluids (e.g. anti-freezes, lubricants, engine cleaners), materials used for coating structures or furniture (e.g. paints, varnishes), and materials used for craft work or specimen preservation (e.g. epoxies, urethanes, acrylic monomers, or formalin). The storage of these substances must be in compliance with all local, state and federal regulations and requirements and any licenses or permits must be obtained, if required.

4. City Use of Nature Center Building. The Friends shall provide the City with free use of the Nature Center Building Site for public purposes, provided that the City’s use does not conflict with a previously scheduled Friends’ program. At City expense, the City agrees to repair any damage to the Nature Center Building, its furnishings, exhibits, or utilities, and clean up any detritus left behind by any such City-organized use of the Nature Center Building for a public purpose.

5. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by the Friends, the following facilities on the Property: (a) the access road; (b) the parking lot; and (c) all cross country skiing and hiking trails. The City will also plow the access road and the parking lot on the Property on a regular basis. All repairs and maintenance by the City will occur with reasonable promptness and without unreasonable interference with, or disturbance of, the use and enjoyment of the Nature Center Building Site by the Friends and its invitees.

6. The Friends' Repair and Maintenance Responsibilities. The Friends agree to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by the City, the Nature Center Building and the Nature Center Building Site and all other improvements installed by the Friends on the Property, including, but not limited to, any landscaping, personal property, furnishings, fixtures and equipment including, but not limited to the following: (a) restrooms; (b) signs; (c) kiosks; (d) decks/porches/patios; and (e) water fountains.

7. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the Nature Center Building Site to the Friends; (b) that no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects the City's rights set forth in this Agreement, including, without limitation, construction, permitted use or ingress and egress to and from the Nature Center Building Site; and (c) the Friends upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Nature Center Building Site during the term of this Agreement. Additionally, the City will take no action that will interfere with the Friends' intended use of the Nature Center Building Site or ingress or egress to the Nature Center Building Site.

8. Alterations. With the exception of the construction of the Nature Center Building, the Friends shall not make any major alterations, improvements, or additions to the Nature Center Building Site or the Property without the prior written approval of the City. A "major alteration, improvement or addition" is any alteration, improvement, or addition to the Nature Center Building: (a) which is structural in nature; (b) which would materially change the Nature Center Building exterior appearance; (c) which would materially change or affect the electrical, mechanical, heating, ventilating and air conditioning or utilities systems or routing servicing of the Nature Center Building; or (d) which is estimated in good faith to cost in excess of \$10,000. All alterations, improvements or additions shall be performed by the Friends, at no cost or expense to the City.

9. Sub-Letting. The Friends shall not sublet any portion of the Nature Center Building Site.

10. Utilities and Services. The Friends shall be responsible for paying all charges for all utilities for the Nature Center Building Site, including, but not limited to, water, septic system, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal. The Property is currently not served by the City's sanitary sewer system. In the

event that sanitary sewer service becomes available, the Friends understand that the Nature Center Building will be required to connect. The City and the Friends will determine at that time how the assessment and the connection charges should be allocated between them.

11. Surrender. Upon termination of this Agreement, the Friends shall remove all debris and personal property of, or created by the Friends.

ARTICLE V INSURANCE AND LIABILITY

1. Indemnification. The Friends shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from the Friends' use, improvement, and occupancy of the Nature Center Building Site and the Property, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center Building or on the Nature Center Building Site and Property at the Friends' invitation or sufferance.

2. Personal Property. The Friends shall be responsible for any personal property that it keeps at the Nature Center Building Site and the Property. The Friends agree to hold the City harmless from any and all loss or damage to its personal property, except in the case of loss or damage incurred during the City's use of the Nature Center Building or the Property.

3. Insurance.

- a. Insurance to be Maintained by the Friends. The Friends shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center Building Site and the Property as a result of its operation of the Nature Center Building. Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. The Friends shall also maintain property damage insurance for the Nature Center Building. The Friends shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. The Friends shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. The Friends shall also maintain workers' compensation insurance for its employees.
- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for the Property, with the exception of the Nature Center Building.
- c. Subrogation. The Friends and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of

any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.

4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.

5. Independent Contractor Status. All services provided by the Friends and its officers, employees, volunteers and agents pursuant to this Agreement shall be provided by such persons as an employee of the Friends, volunteer of the Friends or as an independent contractor and not as an employee or volunteer of the City for any purpose. The Friends shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. In the event that the Friends are in breach of any of the terms of this Agreement, the City shall provide the Friends with written notice of the breach and provide the Friends with at least 60 days of the date of the notice to cure the breach. In the event that the Friends do not cure the breach, the City may either cure the breach and reimburse itself for its costs to cure the breach from the escrow account or if the breach is a material breach, terminate this Agreement. In the event that the City opts to cure the breach and reimburses itself for its costs from the escrow account, the Friends shall replenish the escrow account so that the balance is at least \$20,000. If this Agreement is terminated by the City, the Friends shall surrender the Nature Center Site to the City upon payment of the Appraised Value of the Nature Center Building. The "Appraised Value" shall be determined as follows:

The City shall select and pay for a licensed appraiser to provide an appraisal of the Nature Center Building and the value of the Nature Center Building as determined by the appraiser shall be the "Appraised Value." If the Friends are not in agreement with the amount of the Appraised Value as determined by the City's appraiser, the Friends may obtain an appraisal at the Friends' expense. In that event, the Appraised Value of the Nature Center Building shall be determined by averaging the appraised value amounts set forth in the City appraisal and the Friends' appraisal.

Upon payment of the "Appraised Value" by the City, the Nature Center Building shall become the property of the City.

In the event that the Friends are unable to continue the operation and maintenance of the Nature Center Building, the Friends may terminate this Agreement. The Friends shall provide the City with written notice of the termination at least 60 days prior to the effective date of termination. The Friends may choose to donate the Nature Center Building to the City in the event that the City agrees to accept it or remove it. In the event that the Friends opt to remove

the Nature Center Building, the Friends must remove all debris and restore the Property to its original condition.

2. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the City and the Friends and there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Friends unless reduced to writing and executed in the same form and manner in which this Agreement is executed.

3. Data Practices Compliance. Data provided to the Friends under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.

4. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

5. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

(a) The Friends of Lake Elmo's Sunfish Lake Park
5050 Kirkwood Avenue North
Lake Elmo, MN 55042
Attn: Anthony P. Manzara

(b) City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
Attn: City Administrator

or to such other address as either party may notify the other of pursuant to this paragraph.

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

8. Assignment. The Friends may not assign its interests and responsibilities under this Agreement to any other party without obtaining the prior written consent of the City.

10. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be venued in Washington County, Minnesota.

IN WITNESS WHEREOF, the City and the Friends have executed this Agreement the day and year first above written.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Kristina Handt
Its: City Administrator

**FRIENDS OF LAKE ELMO'S SUNFISH LAKE
PARK**

By: _____
Its: _____

EXHIBIT A

Legal Description of the Property

DRAFT

EXHIBIT B

Preliminary Plans for the Nature Center

[to be added]

DRAFT

EXHIBIT C

Description of Nature Center Building Site

[to be added]

DRAFT



MINNESOTA LAND TRUST

December 13, 2016

Kristina Handt, City Administrator
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: Sunfish Lake Park (City of Lake Elmo)
Washington County
Project File ID #: 2009-387

Dear Ms. Handt,

You have submitted for our approval the Preliminary Design for the Sally Manzara Interpretive Nature Center dated December 2, 2016, drafted by Tomten Environmental Design, together with the Proposed Location and Utilities dated December 2, 2016 (collectively the "Plan"). The captioned property is protected by a conservation easement held by the Minnesota Land Trust. It is the intent of this conservation easement to permanently protect the natural, scenic and open space qualities of the property.

Under section 3.5 of the conservation easement, an interpretive center is permitted in Area 2 of the protected property.

After reviewing the Plan, the Land Trust finds it to be consistent with the terms of the conservation easement for design and location purposes, and by this letter approves the Plan. However, we do want to point out: 1) Any outdoor lighting fixtures need to comply with section 2.7.f of the conservation easement; and 2) The Interpretive Center is to be in compliance with the City's park concept plan that has been approved by the Land Trust. I believe that plan is under revision based upon recent comments you have received from the Land Trust.

Please continue to inform the Minnesota Land Trust of the activities you undertake so that together we are able to maintain a history of the land.

Sincerely,



Kris Larson
Executive Director



PARKS COMMISSION COMMUNICATION

DATE: December 19, 2016

REGULAR

ITEM #: 8

MOTION

AGENDA ITEM: Draft 2017 Parks Commission Strategic Plan of Work

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director

BACKGROUND:

Per 32.087 of the Lake Elmo City Code, the Parks Commission is to meet with Council at their first meeting in April of each year to develop an annual work plan, including a lists a projects, points of interaction on projects, programs, and goals for the year.

As 2017 is fast approaching, and because the last Plan of Work for the Parks Commission Staff could find was in 2014, Staff is recommending that the Commission begin to put together a Plan of Work for 2017 that can be presented to Council in January, and a joint Parks Commission and Council meeting will be held in April. Staff has begun a draft of this Work Plan for the Commission to review and provide input and feedback.

ISSUE BEFORE COMMISSION:

The Parks Commission is respectfully requested to review the attached Draft 2017 Parks Commission Strategic Plan of Work and provide input and feedback. With this feedback, Staff will make changes as needed and again present to the Commission at a later date for recommendation to Council.

PROPOSAL DETAILS/ANALYSIS:

The Commission should carefully consider what it would like to accomplish in 2017 so that it can be articulated in the Plan of Work. The Draft 2017 Parks Commission Strategic Plan of Work can be broken down as follows:

- Reaffirmation of priorities.
- Planning & Audit.
- Development & Equipping.
- Maintenance & Refurbishing.
- Nature & Conservation.
- Park Awareness.
- Finance.

FISCAL IMPACT:

It should be kept in mind that any significant changes may result in the need for an approved amendment of the Capital Improvement Plan, which requires a public hearing.

ATTACHMENTS:

- Draft 2017 Strategic Plan of Work



2017 Parks Commission Strategic Plan of Work

The City of Lake Elmo Park Commission has affirmed their priorities to be:

- 1) Ensure that our parks and trail system are constructed / maintained.
- 2) Provide recreational amenities that will attract more taxpayer use of public lands.
- 3) Create a safe environment in all our parks.
- 4) Serve as a review body to make sure the “open space” character development is preserved in new developments.

With the broader priorities defined, the 2017 Park Commission Strategic Plan of Work has been broken down into six segments: Planning & Audit; Park Development & Equipping; Maintenance & Refurbishing; Nature & Conservation; Park Awareness; and Finance.

Status and priority level (1-5, with 1 being the highest) are also indicated in order to better manage goals and objectives.

Planning and Audit			
Mission Statement: Through the use of diagnostics / surveys / audits, carefully plan for the proper equipping of parks and available park funding to maximize taxpayer utilization.			
Project	Specific Tasks	Status	Priority Level
Work with the County on updating the Central Greenway Trail Master Plan.	<ul style="list-style-type: none"> Recommend alternative routes for regional trail, as CSAH 17 in downtown Lake Elmo may no longer be best route, and County now has jurisdiction over Co. Hwy. 5. 	Recognition from the County that it will work with City on this Plan.	1
Update City Trail Plan	<ul style="list-style-type: none"> Work with staff on outlining missing trail connections in order to create a plan that can effectively communicate to developers planned trails within the City. 	In Progress	1
Neighborways	<ul style="list-style-type: none"> Identify potential neighborways. 	Presentation on neighborways	?
Work on the Parks and Open Space component of the 2040 Comprehensive Plan update.	<ul style="list-style-type: none"> Work with staff and consultant to gain public input on Parks and Open Space component of Comprehensive Plan. Consider recommendations from Staff and consultant based on community input sessions. Make recommendation to Council on specific changes needed to Comprehensive Plan. 	Not started	1

Sunfish Lake Park Plan approved by Council.	<ul style="list-style-type: none"> • Staff to obtain MN Land Trust approval. • Council to approve in early 2017 	In Progress	?
Development Review	<ul style="list-style-type: none"> • Continue to make recommendations on development applications with a focus on proper equipping of parks and available park funding. 	Ongoing	1

Development & Equipping

Mission Statement: To construct/develop/equip appropriate park facilities to serve community generally and neighborhoods specifically in accordance with the open space philosophy of the City.

Project	Specific Tasks	Status	Priority Level
Savona Park	<ul style="list-style-type: none"> • Receive recommendation from Savona residents on design. • Include grading/tree removal in park budget. • Review proposals to ensure \$150,000 recommended budget is maintained. 	In progress	1
Demontreville Park Improvements	<ul style="list-style-type: none"> • Council to approve this on the CIP. • Obtain quotes for approved improvements in 2017. • Make recommendation on quotes. 	CIP Council approval needed	2
Lions Park Renovation	<ul style="list-style-type: none"> • Council to approve RFP. • Make recommendations on specific designs. 	CIP Council approval needed	1
Pebble Park Improvements	<ul style="list-style-type: none"> • Council to approve this on the CIP. • Obtain quotes for approved improvements in 2017. • Make recommendation on quotes. 	CIP Council approval needed	2
Sunfish Lake Park Improvements	<ul style="list-style-type: none"> • Council to approve this on the CIP. • Obtain quotes for approved improvements in 2017 (benches). • Make recommendation on quotes. 	CIP Council approval needed	2
Neighborways	<ul style="list-style-type: none"> • Consider promotion of neighborways within the City. 	Presentation on neighborways	?

Maintenance & Refurbishing

Mission Statement: To maintain and upgrade all park facilities in a manner that increases park use for a relevant experience.

New soccer and tennis nets, replace swing seats, add benches and garbage cans.	<ul style="list-style-type: none"> • Funding approval (estimated \$1100)? • Public works to carry out maintenance. 	Recommended by Public Works	2
Move play equipment at Ridge Park to higher area	<ul style="list-style-type: none"> • Funding approval? • Public works to carry out maintenance. 	Recommended by Public Works	?

that does not have standing water.			
Replace plastic edging at existing parks with concrete.	<ul style="list-style-type: none"> • Funding approval? • Public works to carry out maintenance. 	Recommended by Public Works	?
Barriers to prevent driving in and out of Kleis Park	<ul style="list-style-type: none"> • Funding approval? • Public works to carry out maintenance. 		?
Make recommendations on maintenance priorities.		Ongoing	?

Nature & Conservation

Mission Statement: To promote the open space character and commitment to the environment via nature observation amenities and targeted conservation programs.

Project	Specific Tasks	Status	Priority Level
Sunfish Lake Forest Management Plan	<ul style="list-style-type: none"> • Obtain approval from MN Land Trust. • Implement plan. 	Plan sent to MN Land Trust, awaiting approval	?
Sally Manzara Nature Center	<ul style="list-style-type: none"> • Review and make recommendation on Nature Center. • Explore opportunities to work with Friends of Lake Elmo on new programs and/or events in Sunfish Lake Park. 	In Progress	?

Park Awareness

Mission Statement: To promote the utilization of City Parks.

Project	Specific Tasks	Status	Priority Level
Create a park awareness plan.	<ul style="list-style-type: none"> • Special events, publications, website update, e-blasts • Public input sessions for Comprehensive Plan update 		?

Finance

Mission Statement: To effectively spend parkland dedication funds to meet the objectives of each year's Strategic Plan of Work while maintaining a minimum fund balance of \$100,000.

Project	Specific Tasks	Status	Priority Level
Update Capital Improvement Plan if needed to accomplish goals outlined herein.	<ul style="list-style-type: none"> • Reassess funding priorities as needed. 	Ongoing	?
Formal Policy on How Parkland Dedication Should Be Used	<ul style="list-style-type: none"> • Draft and make recommendation on a formal policy on how parkland dedication funds should be allocated for new developments. • \$500 per home for a neighborhood park has been used in the past. 		