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Character*

NOTICE OF MEETING

**City of Lake Elmo Park Commission
3800 Laverne Avenue North
September 19, 2016 6:30 PM**

AGENDA

1. Call to Order
2. Approve Agenda
3. Approve Minutes
 - a) June 20, 2016
 - b) August 15, 2016 notes
4. Sally Manzara Interpretive Nature Center
5. Royal Golf Club Development
6. Legends Preliminary Plat Application
7. Trails Plan
8. October Meeting Agenda
 - a) Change date?
 - b) Savona 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

June 20, 2016

Members Present: Chair Weis, Commissioners Frick, Hartley, Nelson, Neuenfeldt, Steele, Zeno

Members Absent: Ames, Silvernale

Others Present: Mayor Pearson, Planning Director Wensman, City Planner Becker, Planning Commissioner Larson

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

Approval of Agenda

Agenda was amended, item # 4 was changed to Reid Park- public comment.

Approval of Minutes 5-16-16 meeting

Chair Weiss, motioned all in favor to approve the May 16, 2016 Minutes as amended to reflect Commissioner Steele was absent. Motion passed 6-0-1 (Steele Abstain)

Approval of Minutes 6-8-16 meeting (Special CIP Meeting)

Chair Weiss, motioned all in favor to approve the June 8, 2016 Minutes as amended to reflect \$30,000 be dedicated toward a new pavilion in 2018 under the Demontreville Park Improvements. Commissioner Zeno Seconded the Motion and Commissioner Hartley Abstained. Motion passed 6-0-1 (Hartley Abstain)

Reid Park - Public Comment

Richard Glanzer, 3112 Layton Court N

Richard was interested in the future plan for the park. He said it is used for Church Picnics and Theatre Night, in which they showed movies at night (they used a generator). He said it would be nice to have electricity available at the park as well as bathrooms. The park is good for hiking and he thinks it is a benefit for the City as well as for neighbors. Chair Weiss stated that they will probably advertise again for public comment and that the park is in the CIP plan for 2018.

Sunfish Lake Park (Nature Day Recap)

Commissioner Frick reported that the Event was a great success. The children and their families were having a good time and it was a beautiful day. The Carpenter Nature Center participated and the local cable company came and filmed the Event. Commissioner Frick pointed out that it was a good picture of the park and of Lake Elmo's hospitality. Approximately 150 people attended.

Former Washington County Landfill Site

City Planner, Emily Becker led a discussion with the Commission to revisit the vision for the Former Washington County Landfill Site.

This site is currently zoned as park land. The MPCA would like to see it rezoned as a landfill site.

The city is required to make a land use plan consistent with those of the MPCA. The request for a dog park and solar garden was discussed in the past. The dog park got voted down according to Chair Weiss, he reported that it was decided not to put anything there and let future generations develop that land. Commissioner Frick commented that it was looked on as just a holding space for future needs. Commissioner Hartley reported that solar gardens were not wanted. The Commission would like to reserve the flexibility of uses for the land and would like to see a copy of the Zoning Ordinance that is drafted to see what is required to be consistent with the MPCA.

Hammes Park

City Planner, Emily Becker informed the Commission of the progress of Hammes Property Park to remind the Commission of the park plan. The developer will pay a cash contribution of \$107,554 for park dedication requirements. The developer will receive a credit for the actual cost of the park plan improvements. Commissioner Steele did not want to use this procedure again if it takes away the commission's power to choose what improvements and styles are installed in the park. He does not want to leave the choices solely up to the developer.

Administrator Handt clarified that this was a project that went bankrupt and is coming back, so it was decided to go forth with the same agreement that was made a few years ago. Handt pointed out that when the new development agreement is written up, it could be offered to include language that would indicate a partnership of decision making between developer and Park Commission on the park improvements. Becker concluded that the commission feedback to require documentation of price on improvements, clarification about design and structure, and to inform the developer that it is important that the structures be similar to the ones used throughout the city's park system, will be implemented.

Legends Preliminary Plat

City Planner, Emily Becker was seeking the Commission's input on Legends partially submitted application for Preliminary Plat. Even though the plat has not been formally accepted, it would give the commission the opportunity to comment in a timely manner. Legends is zoned Rural Residential and is requesting an Open Space Preservation Conditional Use Permit requiring a 7% park dedication fee. This would require developer to pay 6.66 acres of park dedication fees. Legends is proposing a trail as part of the park dedication. Becker asked commission to consider if parking near the park trail is desired. Conversation transpired about if parking would be used in the proposed area. The commission did not envision a clear need for public parking, but if so not less than five vehicles. The commission concluded that a space be provided but not installed until the need presented itself.

Meijer Concept PUD

Meijer Stores Limited Partnership has submitted an application for approval of their concept plan for a future Meijer Stores, gas station, and future commercial outlots.

City Planner, Emily Becker was collecting feedback from Park Commission on proposed commercial PUD and required park dedication requirements for trails along the 5th Street corridor.

Chair Weiss wanted to find out what other cities are asking per acre for park land dedication requirements, he pointed out that it would be important to stay consistent with surrounding cities. Weiss also wanted to place heavy emphasis on serving Savona in the plan. Commissioner Zeno would like to make note that a Green Screen should be put up for the benefit of the residents so that they will not have to view the commercial property from their windows as well as to ensure that the lighting is very Dark Sky compatible. Commissioner Steele would like to look at the trail plan to see if could give him more information. Administrator Handt noted that going forward, Becker will provide trail plan comments for every development before it comes to the Park Commission.

Hidden Meadows Park Plan

City Planner Emily Becker updated Commission on trail plan for Rock Point Church. The final plat has been approved and Becker was collecting feedback on any last minute minor recommendations from the Park Commission. The conversation was about a horseshoe shaped trail off of 55th Street. It was not clear if there was a purpose for this design, it was recommended that it be straighten unless there was a reason or future intention for why it was planned that way.

Lions RFQ Update

Administrator Handt gave update on RFQ.

Five proposals were received for the Lion's Park project with bid's ranging from \$22500 - \$98000. Only one bid met all the requirements, which included a construction estimate, with a total of over \$500,000. Handt said that the lowest bidder will be reached out to and asked to provide the information missing from their proposal. Handt suggested modifying the project to get closer to the projected scope of \$150,000 - \$200,000. A possibility could be to get an Architect (upon Council approval) to help redefine the project. Chair Weiss asked Public Works, Jamie Colmer to look into if the grading could be done inhouse.

CIP Update

Administrator Handt gave an update on the CIP from the Finance Committee meeting. She reported that the Finance Committee would like to add the completion of the 50th Street trail back into the CIP. Correction on Demontreville Park, \$75,000 for 2017 and \$30,000 for 2018. Pebble Park would be \$55,738 in 2017 and \$80,000 in 2018. Reed Park \$50,000 in 2018 and \$134,250 in 2019. Sunfish Park would be a \$2,000 donation for benches and in 2019 \$148,873 for improvements, which include paving of parking lot and improving trails with asphalt. The Finance Committee also reported that a pickup truck for \$30,000 would be purchased for Parks with Park Dedication Funds.

July Meeting Agenda

- Playground resurfacing pricing for rubber instead of wood chips for Parkview, Carriage Station and Lyons.
- Pricing to regrade field for Reed. Get input from Lake Elmo Baseball to gather information on what would be a quality field.
- Contact Lake Elmo Jaycees and Lake Elmo Baseball about RFQ to see if they would be willing to help get costs down.

Staff Reports & Commission Updates

Meeting adjourned at 8:41 pm

Respectfully Submitted,

**Patti Stucke
Administrative Assistant**

MINUTES

City of Lake Elmo Park Commission August 15, 2016

Members Present: Chair Weis (Savona Park site visit only); Commissioners Frick, Neunfeldt, Nelson, Ames

Absent: Steele, Hartley, Zeno, and Silvernale

Others Present: Mayor Pearson; Councilmember Fliflet (Savona Park site visit only); City Administrator Handt; Planning Director Wensman; City Planner Becker; Public Works Director Weldon; Jamie Colemer of Public Works; Rick Packer and Clark Schroeder representing H.C. Golf Course Development (City Hall portion of the meeting only); Savona residents (Savona Park site visit only) Tom Robinson of 9951 5th St Ln N, Robert Elias of 9999 5th St Ln N, Janell Tierney 9872 7th St N, Adrian Cook of 736 Juniper Ave N, Jessica Ehrlichmann of 9856 7th St N, Stefany Lorang 9918 7th St N, Carissa and Bob O'Hara of 9957 5th St Ln N, Kelsey & Dan Eshleman of 65 Juniper Ct N, Troy Solnitzky of 9668 7th St N, Kyle Heller of 9684 7th St N, Jason Jones of 9797 7th St N, Tucker Pearce of 9811 7th St N; Resident Ellen Johnson of 11050 14th St N

Meeting at Savona Park site, 6th St Ln N

The meeting was called to order by Chair Weis at 6:35 PM.

Weis thanked everyone for coming and for their responses to the survey that Tucker Pearce, Savona resident, had distributed. He commented that survey results and community feedback are very helpful, and it was important now to determine needs versus wants in the park. Pearce then went over the survey results. The survey asked various questions regarding Savona's future park and was distributed to 25 Savona residents (survey attached). The survey addressed what residents would like to see in a playground and asked about interest in various park amenities including a picnic area, basketball court, soccer field, flag football, Frisbee, bocce ball court, horseshoes, gaga pit, tennis court, splash pad, pool, and sand volleyball court. The survey also posed open-ended questions that let residents give input for what they feel Savona needs in a park and let them ask questions to the Parks Commission regarding the park in Savona.

Further comments were made regarding walking trails to Stonegate and the 5th Street Corridor. Mention of alternate exercise equipment for adults, the need for phasing of features to accommodate all ages, and the need for pet disposal sites (and the need for the Homeowners Association to remind residents to always clean up after pets) was made. It was communicated that the park would most likely be built in phases according to how many homes are occupied. Questions about how that phasing would work and how the phases would be delineated were asked, and it was responded that that is something that would need to be worked out.

Councilmember Fliflet stressed the need to incorporate amenities that only need a few kids to participate. Planning Director Wensman urged Commission members and residents to keep in mind the amenities the nearby future Hammes Development would have including picnic table, fishing pier, parking, park shelter, bike rack, grill station, and canoe rack. Commissioner Frick reminded everyone that standards for parks should be equalized across developments; too much cannot be spent on one development, and there are developments that are adjacent to parks that have no amenities. Staff commented on the expense and difficulties of maintaining a pool or splashpad. Weis said that at the next Parks Commission meeting, the survey results and comments from this meeting would be further vetted.

Residents then broke in to smaller groups to speak separately to Staff and Councilmembers regarding the park.

Travel to City Hall to continue meeting

Parks Commission members (Chair Weis could not make it to this portion of the meeting), Mayor Pearson, and Staff reconvened at City Hall following meeting at the future Savona park site at 7:57 pm.

Approval of Agenda and Minutes

Being that there was not a quorum, there was no approval of the agenda or minutes. This will be done at the next meeting. Further, it was clarified that no formal recommendation could be made during this meeting. The following is solely informational in nature and was an opportunity to inform commissioners present about the agenda items.

Royal Golf Club at Lake Elmo

Clark Schroeder, Developer Representative, gave history on Tartan Park, explaining that HC Golf Course Development, LLC bought the property formerly owned by 3M Co. this past March. The golf course is currently being remodeled and is expected to open June or July of 2017 to include a year-round restaurant and bar with larger, more open banquet seating. He mentioned the developer has allowed Lake Elmo baseball to utilize the baseball fields on the property this summer. A Planned Unit Development Concept Plan application for a 300-310 unit development surrounding the golf course has been submitted, and the Planning Commission gave initial feedback on it at its August 8th meeting. The developer will incorporate this feedback, along with feedback obtained from the Parks Commission, at the public hearing for the Concept Plan that will be held on August 22nd.

Rick Packer of HC Golf Course Development, LLC then spoke, giving more information on the housing development. He explained that no parks are proposed within the development, but 74 acres of private open space will be provided, the golf course will be made public, and homes would have access to a youth course, fitness facility, and pool through Homeowners Association fees. The development will also have trails interconnecting the homes and the lots to the golf

course. Some trails will be made public; access to them is currently being addressed. Fees in lieu of park land will be paid.

Commissioner Frick asked about the wetlands on the northeast corner of the parcel. Packer stated that this wetland will be filled to create the 20 year floodplain. Commissioner Ames asked about trail connectivity to 10th Street; he mentioned that this would help with access to Oakland Junior High School. Packer replied he is aware of the need for trails along CSAH 17, 20th Street, and 10th Street. The developer is negotiating with Terry Emerson to create connectivity to 10th Street. There was further discussion about the current trails on the property; it is likely that these area not up to public standards and work will most likely need to be done on them. Commissioner Nelson asked what the parkland dedication fees would be. Planner Becker explained that because the zoning of the property was not yet determined, the exact percentage of land that needs to be dedicated was unknown, as required parkland dedication is based on zoning. The value of that determined percentage of land would be appraised, and the developer would be required to pay that appraised amount. The developer has also offered to donate park equipment that is currently in the park including lighting and other amenities. The exact details of this are unknown at this point.

Hammes Park

Planner Becker explained that the Development Agreement for the Hammes Development was being brought to Council the following evening. A condition of their Preliminary Plat was that a play structure be included in the development. The play structure's former location had been in Goose Lake Park, but the Parks Commission had determined to relocate the structure to a different location for desire to minimize the removal of significant trees in the area and its proximity to Keats Avenue. Two different locations were proposed near the center of the development.

Staff was looking to the Commission to revisit the need for a play structure. At the time Hammes was granted Final Plat approval and the Parks Commission last discussed this development, Savona's park location was not yet determined. Now knowing where Savona's park would be located, which is within a third to half mile of the latest proposed play structure locations within Hammes, the Commission was asked if it was still necessary that a play structure be included within Hammes. There is trail connectivity from Goose Lake Park and the development to Savona Park that would provide residents access. The Commission was also reminded that Hammes has already dedicated 5.7 acres of land for Goose Lake Park. The Development Agreement specified that the developers shall deposit the remaining parkland dedication fee of \$107,554 and would be credited for specific improvements made to the park. Further research was needed, but there was possibility that the play structure location may require the developer to dedicate more land to the City, which would then reduce or satisfy their parkland dedication fee, and the City would be made to pay for such improvements.

The Parks Commission came to the consensus that a play structure within Hammes Development was still desired, as walkability to such an amenity is important for parents with young children

pushing strollers. They added that it would be ideal for the structure and property on which it is located to be HOA-maintained. The Commission also reiterated that they would like to be kept informed on details of the amenities being installed in Goose Lake Park. They want to have a say in the quality and layout of the structures. Public Works Staff would also like to be involved. Planner Becker commented that this would also be reviewed by our Landscape Consultant.

Update (this information was found after, and not discussed at, the meeting but should be clarified): By looking through former versions of Preliminary Plat, Staff has found that a lot in one of the proposed locations for a play structure was eliminated and delineated to include draintile, indicating that this lot was posed to be created to include the play structure and that it would be HOA-maintained.

September Meeting Agenda/Staff Reports

Again being that there was not a quorum, the September Meeting agenda was not discussed nor were Staff Reports aside from a reminder that there would be a joint Council/Parks Commission meeting on Tuesday, September 13th at 6:30 pm.

Meeting adjourned at 8:45 p.m.

Respectfully Submitted,

Emily Becker, City Planner



PARKS COMMISSION COMMUNICATION

DATE: September 19, 2016

REGULAR

ITEM #: 4

MOTION

AGENDA ITEM: Sally Manzara Interpretive Nature Center

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the May 15, 2015 meeting Anthony (Tony) Manzara, made a presentation regarding an interpretive nature center at Sunfish Lake Park in honor of his wife Sally. A copy of the minutes are included in your packet with more details of that meeting.

Since that time staff has been working with Mr. Manzara on a development, lease, licensing and operating agreement for the center. He has also been in touch with the building official regarding necessary permits and plans.

ISSUE BEFORE COMMISSION:

Would the Parks Commission recommend the agreement to the City Council? Do any changes need to be made before recommending approval?

PROPOSAL DETAILS/ANALYSIS:

Tony Manzara will be in attendance at the meeting. A copy of the agreement he has been meeting with staff about is included in your packet.

The agreement includes provisions related to the lease of approximately one acre south of the parking lot at Sunfish Lake Park. This includes a deadline of July 4, 2019 for the construction to be complete and a \$20,000 escrow to be held by the City to ensure the construction is completed.

Article 2 covers the Friends' responsibilities and the City's responsibilities. The Friends will operate and manage the nature center, make a variety of programs available, hire employees and contractors and abide by the terms of the Land Trust Conservation easement. The City will have one voting member on the Board of Directors. The City will help with promotion and cooperate with any other approvals or grant applications.

Article 3 addresses financial items such as the Friends providing a copy of their budget to the City and a detailed disclosure of its financial resources. Fully audited statements would be provided every third year unless revenues exceed \$100,000.

Article 4 covers the lease of the building site, use of property, storage of hazardous substances, repair and maintenance responsibilities, sub-letting and utilities. The City would be able to use the building for functions provided it doesn't conflict with a Friends program.

Insurance and liability issues are covered in Article 5.

Article 6 covers general provisions including termination of the agreement. If the Friends breach the agreement, the City gives them 60 days' notice to cure the breach. If not cured, the City can either cure the breach and reimburse the cost from the \$20,000 escrow provided by the Friends or terminate the agreement. If the agreement is terminated by the City, an appraisal will be done on the building and upon payment of the appraised value of the building to the Friends, the building would become City property. If the Friends decide to terminate the agreement, the building may be donated or removed.

FISCAL IMPACT:

The Friends of Lake Elmo's Sunfish Lake Park 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.
- 2) Amend and then recommend approval of the Sally Manzara Nature Center Development, Lease, License and Operating Agreement.
- 3) Recommend the City Council not approve the Sally Manzara Nature Center Development, Lease, License and Operating Agreement.

**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

courts in there new park. The area next to the tennis courts in Pebble were discussed as a possibility. The costs of courts were discussed with pricing ranging from \$11,000 to convert a tennis court into 4 courts to \$650,000 for a build new complex for a 12 court complex with lights in Arizona. Commissioner Ames asked about maintenance. It was noted that it was similar to a tennis court.

M/S/P Weis/ Zeno: Investigate with the Stillwater School District the possibility of adding pickle ball to the tennis courts and for staff to assemble costs / potential other park locations for installation.

5/18/15  **Sunfish Fish Lake Nature Center** - Mr. Anthony Manzara presented a concept (Via Power Point) to the Parks Commission to construct an Interpretive Nature Center in Sunfish Lake Park as a memorial to his wife, who loved Sunfish Lake Park. The Center would be built with private funds through a foundation of some sort so that funds could be tax deductible, and that Mr. Manzara would match up to \$125,000 and then the facility would be turned over to the City. The City would be responsible for utilities, maintenance and building security. Perhaps a private, on-going fundraising endowment could be utilized to fund staff, signage, and other educational matter Mr. Manzara noted that he had approached a local architect for pro bono design work. The timeline for the project would be to obtain approvals from all governing bodies in July 2015 (Park Commission, Planning Commission and City Council), break ground in the Spring of 2016, and then open in August 2016. Commissioner Ames thanked Mr. Manzara for his generosity and asked about the cost of operation. It was noted that an annual operating budget would be approximately \$100,000 with a ½ time naturalist and volunteers running the facility. Commissioner Ames continued with a question about what the unmet need for this facility. Mr. Manzara led a roundtable discussion that noted the building would be under local control, it would be utilized by school groups and other naturalist groups, and it could be used for special events like the Volksmarkt.

Commissioner Frick noted there was a substantial turnout for the Sunfish Lake Nature Event and a nature center such as proposed would have been helpful and she saw a great opportunity for school children use of a building. Commissioner Steele said that such a facility could broaden the conceptions / use of Sunfish Lake Park. Planning Commissioner Larson asked how long it would be before the City could hire a Parks Director. Administrator Zuleger noted that he saw that as far off in the future. Commissioner Silvernale noted that he felt that the center would be used by school children as he had traveled to the Warner Center (2X) per year for school. Commissioner Frick wondered if there would be any available grants for a project of this type. Commissioner Steele asked if there were any MN Land Trust implications. Commissioner Frick noted that the Park Commission would have to consider if Area 2 was eligible for such a facility.

M/S/P Frick/ Ames: Proceed looking into the development of the Nature Center and to encourage Mr. Manzara to advance his project to the Planning Commission and City Council.



PARKS COMMISSION COMMUNICATION

DATE: 9/19/16

ITEM #: 5

AGENDA ITEM: Legends Preliminary Plat

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Stephen Wensman, Planning Director

BACKGROUND:

The Parks Commission reviewed the Legends of Lake Elmo Concept Plan on February 17, 2016. The City Council approved the development's Concept Plan on March 2, 2016 and asked the Parks Commission to again review the development and confirm their recommendation. This was done by the Parks Commission on March 21, 2016.

During this meeting, it was discussed that the developer had moved down a lot as requested by the Commission to create connectivity to Sanctuary Park by a proposed dedicated 30-foot corridor with a trail. The Parks Commission reaffirmed their recommendation at this meeting; the developer had made requested changes, and it was not recommended that there be additional parkland, as adequate access was provided to Sanctuary Park. Expansion of Sanctuary Park was not desired, as the development land in to which this park could expand is not desirable for parkland due to its low elevation and changing grades.

At the June 20, 2016 Parks Commission meeting, the need for parking near the trail connecting the development to Sanctuary Park was discussed. During this meeting, the Commission concluded that a space should be designated for future parking of not more than five vehicles; parking should not be installed until/unless the need presents itself.

ISSUE BEFORE COMMISSION:

The Commission is respectfully being requested to review the Preliminary Plat application and make additional recommendations if desired.

PROPOSAL DETAILS/ANALYSIS:

The Comprehensive Plan sets forth a preferred service area for Neighborhood Parks of a quarter-mile to a half mile. As discussed during the joint meeting between Parks Commission and City Council, OP Developments have better opportunity for children to play, as there is more open space and more room to erect playgrounds in residents' own backyards. Sanctuary Park is within a quarter-mile of the proposed development, and Sanctuary is an OP development; Legends is a proposed OP development.

Also, as previously mentioned, land within the proposed development that is adjacent to Sanctuary Park is at a low elevation with significant grade change and therefore unsuitable for parkland.

Staff has reviewed the Preliminary Plat plans and is concerned with the location of the proposed trail connection, as it could be considered dangerous for crossing, as it connects as cars are coming

around the curve of the island. Engineering has yet to determine whether the grade meets City standards for park trails.

It should be noted that the application has, as of now, been deemed incomplete, so it is unknown at which meeting this application will next be considered.

RECOMMENDATION:

Staff recommends that the Commission review the Preliminary Plat materials and again reconfirm their previous recommendation or make a new recommendation for additional

ATTACHMENTS

- Legends Preliminary Plat Application (Incomplete)
- Description of proposed park from first submittal Legends Concept Plan (Oct of 2015) for reference



PARKS COMMISSION COMMUNICATION

DATE: 9/19/16

ITEM #: 5

AGENDA ITEM: Royal Golf Club Development

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Stephen Wensman, Planning Director

BACKGROUND:

Royal Golf Club PUD Concept Plan was approved by Council at its September 6, 2016 meeting. A Preliminary Plat application is expected to be submitted within about a month's time.

ISSUE BEFORE COMMISSION:

The Commission is respectfully being requested to consider desired parkland dedication for this development. No formal motion is required at this time.

PROPOSAL DETAILS/ANALYSIS:

From Staff Report from Parks Commission August 15, 2016 meeting:

Trails. As indicated below and in the plans, no new trails are proposed in the PUD Concept Plan application submitted. There are existing trails as indicated in the Residential Development Sketch Plan w/ Aerial (attached) that provide interconnectivity within the development and to the club house and golf paths. However, the City's Comprehensive Plan identifies a need for trails on 20th Street and a greenway along Lake Elmo Avenue (as shown in the attached "Map 11. Greenway").

Comments about Parks in CUP Concept Plan Narrative (from Applicant):

"While the golf course is public, no public parks are proposed within the development. Use of the exercise facility, pool and youth course will be included in the HOA dues. There have been discussions about the existing ball field lighting being used in other parts of city; the exact nature of this is still under discussion. We expect a park dedication fee will likely be paid. Included in the development plan are 74.27 acres of private open space which is used for environmental preservation, water quality protection, storm water management and buffers from adjacent uses."

Engineer Comments regarding trails:

“Pedestrian facilities: The City should review potential bituminous trail requirements to be incorporated along CSAH 17, 20th Street N. and/or Manning Trail N. to improve pedestrian safety and work toward future trail connectivity.”

Park Search Area. The area is not within a neighborhood park search area as shown in the attached “Neighborhood Parks Service Areas”, nor is it an area identified as a future community park, community sports complex, or special use parks, as shown in “Other Park Search Areas.” The plan recommends a radius of one-fourth to one-half mile for neighborhood parks to be located within all neighborhoods. While a neighborhood park is not located within this recommended radius of this proposed development, the aforementioned HOA amenities would essentially achieve the underlying intent of this recommendation. Additionally, the adjacent developments provide no connectivity to the proposed development, and as such, City parkland would not be easily utilized by such developments. If so desired, the developer has identified two possible park locations within the development.

While it may be argued that this area was a golf course and therefore not included in the aforementioned maps, the Comprehensive Plan’s Park Plan specifically points out that private parks, even if generally open to the public, cannot by definition be regarded as resources which the citizens of Lake Elmo can reliably use, and consideration of these parks and facilities cannot be productively integrated into long-range civic planning relating to the city’s parks.

Park Dedication. The development site is 205.66 acres, and, if it meets the density requirements of the LDR (Limited Density Residential) Zoning District, will require a parkland dedication amount of 10%, or 20.56 acres.

RECOMMENDATION:

Staff recommends that the Commission review the approved PUD Concept Plan and associated Resolution approval. A formal review will be done when Preliminary Plat application materials are received.

ATTACHMENTS

- Royal Golf Club PUD Concept Plan as presented to Council
- Resolution approving Royal Golf Club PUD Concept Plan



LEGENDS

LAKE ELMO, MINNESOTA

PRELIMINARY PLAT

SEPTEMBER 6, 2016

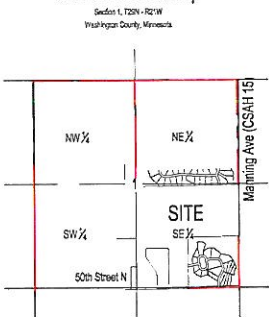


40 UNIT SINGLE FAMILY RESIDENTIAL OPEN SPACE SUBDIVISION



GRAPHIC SCALE

Site Location Map



PLAN SHEET INDEX:

SHEET NO.	SHEET ID	DESCRIPTION
1	C1	TITLE SHEET
2	C2	GENERAL NOTES
3	C3	EXISTING CONDITIONS
4	C4	EXISTING CONDITIONS
5	C5	OVERALL SITE & AREA CALCULATIONS
6	C6	PRELIMINARY LAYOUT PLAN
7	C7	PRELIMINARY LAYOUT PLAN
8	C8	STREET PLAN / PROFILE
9	C9	STREET PLAN / PROFILE
10	C10	STREET PLAN / PROFILE
11	C11	STREET PLAN / PROFILE
12	C12	STREET PLAN / PROFILE
13	C13	EROSION CONTROL PLAN
14	C14	EROSION CONTROL PLAN
15	C15	GRADING PLAN
16	C16	GRADING PLAN
17	C17	GRADING PLAN
18	C18	GRADING PLAN
19	C19	GRADING PLAN
20	C20	SEPTIC PLAN
21	C21	SEPTIC PLAN
22	C22	UTILITY PLAN
23	C23	UTILITY PLAN
24	C24	UTILITY PLAN
25	C25	UTILITY PLAN
26	C26	DETAILS
27	C27	DETAILS
28	C28	DETAILS
29	C29	DETAILS
30	C30	DETAILS
31	C31	DETAILS

1	TS	TREE SURVEY/REPLACEMENT CALCULATION
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1	L1	LANDSCAPE PLAN
2	L2	LANDSCAPE PLAN
3	L3	LANDSCAPE PLAN
4	L4	LANDSCAPE PLAN
5	L5	LANDSCAPE PLAN
6	L6	LANDSCAPE DETAILS

1	E1	LIGHTING AND SIGNAGE PLAN
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SEP - 7 2016

CITY OF LAKE ELMO

NOTE: ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS OF THE CITY OF LAKE ELMO

ERICKSON
CIVIL

333 North Main Street, Suite 201
Stillwater, Minnesota 55082
Phone (612) 309-3804

www.ericksoncivilsite.com

DRAWING PHASE:

OWNER REVIEW
✓ AGENCY REVIEW
BID DOCUMENT
FOR CONSTRUCTION
AS-BUILT DOCUMENT

I HEREBY CERTIFY THAT THIS
PLAN, SPECIFICATION OR
REPORT WAS PREPARED BY ME
OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF
THE STATE OF MINNESOTA.

TODD A. ERICKSON, PE

40418

LICENSE NO.

09/06/2016

DATE:

OWNER/DEVELOPER
LANDUCCI HOMES
13230 20TH STREET CT. N.
STILLWATER, MN 55082

PROJECT TITLE
LEGENDS
PRELIMINARY PLAT
LAKE ELMO, MINNESOTA

NO.	REVISION	DESCRIPTION	DATE

JOB NO. 15-101

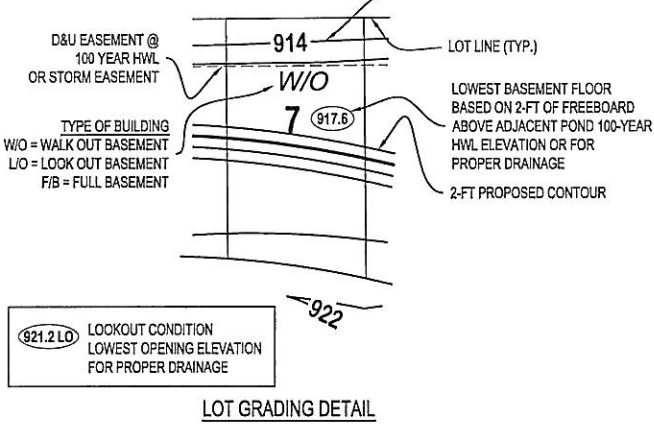
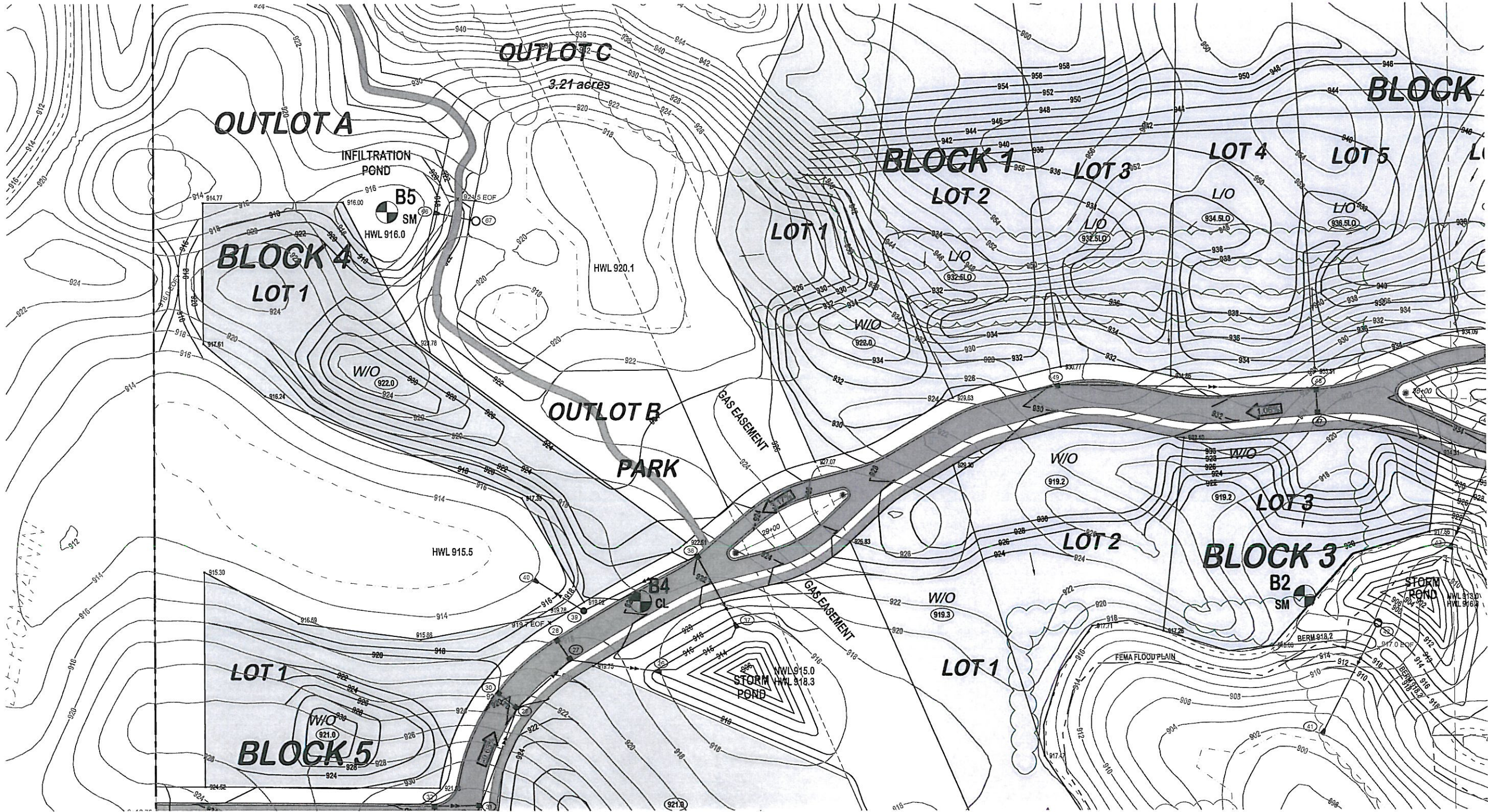
SHEET TITLE

TITLE SHEET

SHEET NO.

C1

SHEET 1 OF 31



Grading Notes:

- SPOT ELEVATIONS ARE ALL GUTTER LINE OR FINISHED ELEVATION UNLESS NOTED OTHERWISE.
- ELEVATIONS/CONTOURS SHOWN AS FINISHED GRADE ELEVATIONS.
- REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL REQUIREMENTS.
- WASHINGTON COUNTY PERMIT REQUIRED FOR GRADING AND ACCESS TO COUNTY RIGHT OF WAY.
- DO NOT SPREAD TOPSOIL WHILE IT IS FROZEN OR MUDDY OR WHEN THE SUBGRADE IS WET OR FROZEN. CORRECT ANY IRREGULARITIES IN THE SURFACE THAT RESULT FROM TOPSOIL SPREADING OR OTHER OPERATIONS TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS. BERMING OR DOUBLE LAYERING OR FIBER ROLL MAY BE REQUIRED TO CONTAIN RUNOFF IF SILT FENCING CANNOT BE INSTALLED PROPERLY DURING FROZEN CONDITIONS.
- CONTRACTOR SHALL SCHEDULE SOILS TESTING FOR EACH STRUCTURAL FILL AREA, PAD AND STREET AREA.
- POND SHALL BE LINED PER DETAIL 7C11
- SEE DETAIL FOR STORM SEWER FES RIP RAP PLACEMENT.
- ALL CITY STANDARD NOTES AS FOUND ON SHEET C3 SHALL BE FOLLOWED.

Legend

- PROPERTY BOUNDARY
- EXISTING 2-FT CONTOUR INTERVAL
- HIGH OR LOW POINT OF STREET PROFILE LOCATION AND ELEVATION
HP = HIGH POINT, LP = LOW POINT
- PROPOSED 2-FT CONTOUR INTERVAL
- PROPOSED DRAINAGE ARROW
- PROPOSED STREET GRADE PERCENT AND DIRECTION
- PROPOSED STORM SEWER (SIZE INDICATED ON PLANS)
- 100-YEAR HIGH WATER CONTOUR

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DRAWING PHASE:
OWNER REVIEW
✓ AGENCY REVIEW
BID DOCUMENT
FOR CONSTRUCTION
AS-BUILT DOCUMENT

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

TODD A. ERICKSON, PE
40418
LICENSE NO.
09/06/2016
DATE

OWNER/DEVELOPER
LANDUCCI HOMES
13230 20TH STREET CT. N.
STILLWATER, MN 55082

PROJECT TITLE
**LEGENDS
PRELIMINARY PLAT
LAKE ELMO, MINNESOTA**

NO.	REVISION	DESCRIPTION	DATE

JOB NO. 15-101
SHEET TITLE
GRADING PLAN
SHEET NO.
C17
SHEET 17 OF 31

lot is 22,500 Sq. Ft., with the largest at 48,953 Sq. Ft. As found in the following table the overall gross density is proposed at 0.46 units/acre, with net density at 0.57 units/acre.

AREA CALCULATION SUMMARY	PARK AREA	3.93
	OPEN SPACE (INCLUDES PARK)	57.50
	LOT AREA	40.78
	RIGHT OF WAY	11.72
	WETLAND AREA	17.93
	WOODED AREAS	20.22
	STEEP SLOPE AREAS	1.93
	TOTAL PROPERTY AREA	110.01
	BUILDABLE ACREAGE	90.15
	TOTAL PROPOSED LOTS	51
	PERCENT OF OPEN SPACE/PARK	52.27%
	GROSS DENSITY	0.46UNITS/ACRE
	NET DENSITY	0.57UNITS/ACRE

OPEN SPACE

The open space as proposed is predominately preserving wetland and subsequently the large areas of mature oak forest on the property. The largest open space area is Outlot B, 29.57 acres of hardwood forest and high valued wetlands.

With this concept the park, situated in the northeast corner of the development, will help create a sense of community for all three adjoining developments in the area. The park is planned to accommodate a play structure, which is proposed to be relocated from Sanctuary and move to this new location. In addition to the park structure a community park shelter would be constructed. The adjoining wetland could also be utilized during the winter as a community ice rink. The expense of creating this new park is the driving force behind our request for the additional two units for this development.

Trails are proposed to make the beautiful natural areas accessible to the subdivision and with the connectivity of trails, the natural areas will be open to the surrounding subdivisions to enjoy as well. A very logical and necessary connection of the trail system is completed with this subdivision trail layout,



PARKS COMMISSION COMMUNICATION

DATE: 9/19/16

ITEM #: 6

AGENDA ITEM: Trail Plan

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

The Final Trail Guide Plan was created for the City in 2005. It has been discussed in many Parks Commission meetings that there are gaps and “lost connections” between trails that should have been addressed at time of approval of certain developments.

ISSUE BEFORE COMMISSION:

The Commission is respectfully being requested to review the attached Comprehensive Trail Guide Plan and assist Staff with identifying gaps.

PROPOSAL DETAILS/ANALYSIS:

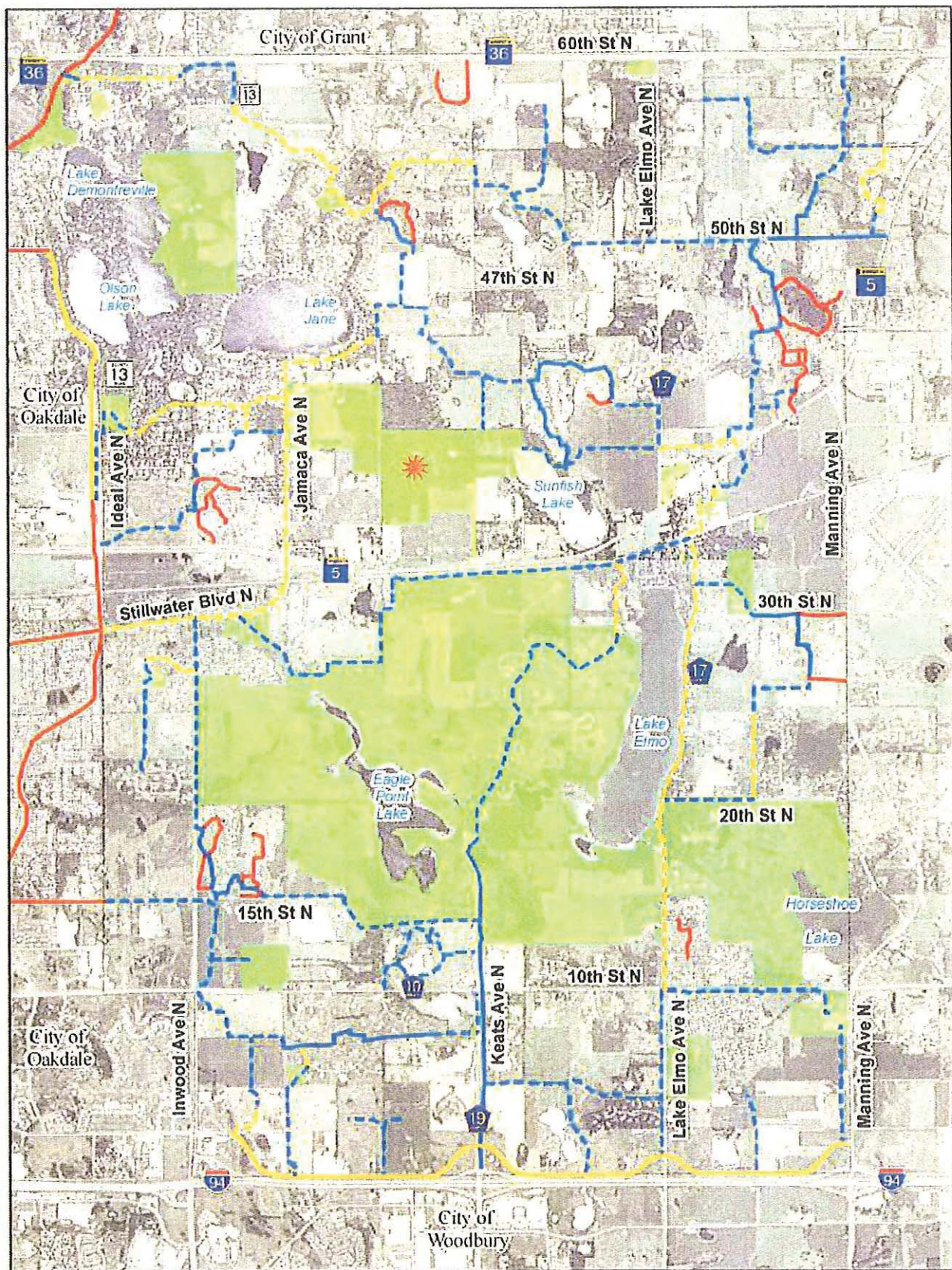
The City does not have current, up-to-date GIS information on trails. This needs to be updated. Additionally, as the City develops, the Trail Plan should be updated to meet current and future needs.

RECOMMENDATION:

Staff recommends that the Commission review the attached Trail Plan and assist Staff with identifying existing gaps and/or recommended improvements to the current Plan.

ATTACHMENTS

- Final Trail Plan Guide dated November 3, 2005



Legend

Parks, open space



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

Existing Bike Route (on street)
 Proposed Bike Route (on street)
 Other Existing Trails (off road)

Existing Trails Incorporated in System (off road)
 Proposed Trail (off road)

Note: Proposed Trails are shown in general location only.