



*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
January 18, 2017 6:30 PM**

AGENDA

1. Call to Order
2. Approve Agenda
3. Swearing in of New Commissioners
4. Election of Officers
5. Approve Minutes
 - a) December 18, 2016
6. Lions Park
7. Nature Center Updated Agreement
8. Inwood 5th
9. Hidden Meadows 2nd Addition (OP Development)
10. 3880 Laverne Avenue Lot Split
11. Village Park Preserve
12. 2017 Work Plan
13. VAA Request
14. February 2017 Meeting Agenda
15. Staff Reports & Commission Update
16. 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.*

Parks Commission

Name	Term Expires	Most Recent Appointment	Notes
Mike Zeno	12/31/19	1/3/17	Fourth Term
John Ames	12/31/19	1/3/17	Fifth Term
Shane Weis (Chair)	12/31/18	5/15/2012	Second Term
Dana Nelson	12/31/18	12/31/2015	First Term
David Steele	12/31/17	1/3/17	First Term
Mary Frick	12/31/18	12/31/2015	Second Term
Ellen Neuenfeldt	12/31/19	1/3/17	First Term.
Jean Olinger	1 st Alternate		
Tucker Pearce	2 nd Alternate		

MINUTES

City of Lake Elmo Park Commission December 19, 2016

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

Members Absent: Commissioners Silvernale

Staff Present: Administrator Handt, Public Works Director Rob Weldon, Colemer of Public Works, City Planner Becker

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

Approval of Agenda

Motion by Ames, seconded by Steele to approve the agenda as amended to include recognition of Commissioner Hartley's service to the Parks Commission. Motion passed.

Approval of Minutes

Motion by Nelson, seconded by Weis to approve the November 21, 2016 minutes as amended. Motion passed 5-0-3. Zeno, Steele, and Neuenfeldt abstained.

Recognition of Mike Bouthilet's Service for Parks

Handt presented Resolution 2016-001:PR: Recognizing Mike Bouthilet's Service to Lake Elmo Parks. Handt clarified the resolution would be mailed to him.

Motion by Hartley, seconded by Zeno to adopt Resolution 2016-001:PR. Motion passed 8-0.

Recognition of Commissioner Hartley's Service to Parks Commission

Weis thanked Hartley for her years of service to the Parks Commission.

Neighborways Presentation

University of Wisconsin River Falls, WI American City Politics students Katelyn Bares and Dennis Dadashev gave a presentation on neighborways. They stated that the class was assigned to research the feasibility of neighborways in Lake Elmo. They presented an overview of neighborways, which is a growing trend in the upper-Midwest to promote the use of public trails on privately-owned land. Land owners who allow neighborways and take outlined steps will not be culpable for risks associated with public use of their land.

Commissioner Steele had felt that Lake Elmo residents would not be perceptive to neighborways, as its residents generally value their privacy. There was general concern by the commission that it would be a tough sell to get Lake Elmo residents to participate in such a program. The commission asked if there were any case studies showing how other neighborways cities impelled residents to participate. Steele asked if there was a way that residents could receive tax relief if the value of their homes did go up as a result of neighborways.

Sally Manzara Nature Center

Mr. Tony Manzara presented, as requested by the Parks Commission at its September 19, 2016 meeting, more details on his plans for the Sally Manzara Nature Center. Manzara also addressed specific Staff concern, as outlined in the Parks Commission Staff report regarding the Nature Center.

Ames expressed concern that the roof shown above the picnic tables would be still be able to be climbed. Steele had asked if there was a way that the building could be used for more activities other than nature. Manzara clarified that it was outlined in the draft agreement between the Nature Center and City that the City and its residents could use the Nature Center when no other activities were booked, and even a small contribution to the Nature Center for the use of the building could constitute a nature activity. Steele asked if the bathrooms could be unisex rather than designated as men's or women's. He also asked if the building could have more of a rural aesthetic. Ames asked if the bathroom would be open when the center was not open, and Manzara clarified that it would not. Steele asked if there could be more of a welcoming area for gathering and wants to see the center as not just functional, but something beyond that.

The Commission then refocused their attention to the draft agreement.

Weis had asked if there would be a performance bond and expressed concern that the \$20,000 escrow required according to the agreement was not enough. If something were to happen and the Nature Center could not be finished, the Parks Commission and City would have to decide either to tear it down or finish it themselves, and \$20,000 may not be enough to complete the project. He felt making the decision to tear down a half-completed building would be a tough one. Weis proposed amending the escrow amount to cover the cost of construction and then providing monthly reductions as construction progressed.

The commission recommended this change to the agreement.

Steele was concerned about the language stating that permission was granted, with no caveats, to install surveillance equipment on the property. Zeno felt that this could take away from the wilderness of the area.

The commission recommend to strike this sentence of the agreement.

Staff was directed to update the language in the two sections as discussed and bring a revised agreement back to the January 18th meeting.

Draft 2017 Parks Commission Strategic Plan of Work

Becker presented a Draft 2017 Parks Commission Strategic Plan of Work. The Parks Commission was to add, edit or delete items on this plan of work. The Plan would then be discussed with Council during the yearly Parks Commission and Council joint meeting in April. The commission then made recommended changes to the Plan of Work including removing neighborways, adding improvements to Tablyn, park improvements to Hammes Park, 50th Street Trail, gravel parking at Ridge Park, table the placement of barriers to Ridge Park, creation of a five year maintenance plan based on necessity, addressing the wood chip issue and park sizing amongst other items. Motion by Steele, seconded by Zeno to recommend approval of the 2017 work plan. Motion passed.

Public Input

Judith Blackform, Lake Elmo resident and former Parks Commissioner, suggested commemorating Mike Bouthilet's years of service by having a plaque placed on one of the benches he's made.

January Meeting Agenda

Savona Park
Lions Park
Nature Center

Staff Reports and Commission Update

The Council has not yet approved the Capital Improvement Plan but will do so at its meeting on December 20, 2016

Meeting adjourned at 9:15 p.m.

**Respectfully Submitted,
Emily Becker**



STAFF REPORT

DATE: January 18, 2017
ITEM #: 6

TO: Parks Commission
FROM: Kristina Handt, City Administrator
AGENDA ITEM: Lions Park Design

BACKGROUND:

The Parks Commission began reviewing possible design aspects from Miller Architecture for Lion's Park at their November meeting. The commission decided to continue discussion after the first of the year in order to hear from more members of the public about what their priorities are.

ISSUE FOR DISCUSSION:

What improvements are needed at Lions Park? How are they prioritized within the available budget?

PROPOSAL DETAILS/ANALYSIS:

Included in your packet is concept plan for some of the improvements originally sought but within the allotted budget. Some items originally discussed are not going to be able to be completed within the allotted budget. Parks Commission should help to prioritize the improvements based upon what they hear from users and community members.

Description of possible improvements that were included in the RFP issued in May were:

The City of Lake Elmo is in the process of renovating an existing little league baseball field complex consisting of a natural grass infield and outfield, a concession building, restrooms, dugouts, bleachers, fully fenced perimeter, a scoreboard, and field lighting that meets the spirit of the city's dark sky night time lighting regulations. It is the goal of this project to design and bid a renovated version of the baseball complex on the existing site. Ideally this project will provide for a safe natural grass field of play and full fencing. It will also contain concession/public bathroom areas, storage, scoreboard, backstop, dugouts, and fan bleachers at a minimum. Other possible improvements may include a ticket booth, batting and practice areas, team meeting area, warning tracks, brick/veneer detailing for fences, announcers booth, parking and year round uses such as ice skating /hockey rink, prep kitchen and warming house.

FISCAL IMPACT:

The 2016-2020 CIP included \$40,000 for grading the field at Lions Park. The Parks Commission 2017-2021 CIP includes \$150,000 for improvements to Lions Park. The total request therefore was \$190,000.

The Park Dedication Fund had a balance of \$975,532.05 at the end of 2016

Miller's not to exceed cost is \$27,500. In addition, the cost of the survey for the Lions Park will be \$3,570. This would leave approximately \$158,930 available for improvements in the \$190,000 budget.

OPTION ONE: FIELD IMPROVEMENTS

RE-GRADE FIELD.....	\$16,500
HYDRO-SEED OUTFIELD.....	\$12,100
NEW DUGOUTS.....	\$24,750
PERIMETER FENCE INFILL.....	\$5,000
	\$58,350

OPTION TWO: ALL UPGRADES

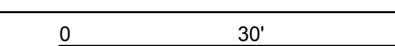
RE-GRADE FIELD.....	\$16,500
NEW INFIELD, ETC.....	\$13,200
HYDRO-SEED OUTFIELD.....	\$12,100
SOD INFIELD PERIMETER.....	\$5,500
NEW DUGOUTS.....	\$24,750
PERIMETER FENCE.....	\$22,000
BATTING CAGES.....	\$5,500
IRRIGATION.....	\$6,600
BLEACHERS.....	\$19,800
ANNOUNCER BOOTH.....	\$11,000
CONCESSION STAND.....	\$1,000
	\$137,950



NEW PERIMETER FENCE [745 LF 6' CHAINLINK FENCE, 155' LF 18' CHAINLINK FENCE W/ BACKSTOP]	\$22,000
NEW HYDRO-SEED OUTFIELD [36,000 S.F. HYRDO-SEED TURF]	\$12,100
NEW SOD [1000 S.F. NEW SOD @ INFIELD PERIMETER]	\$5,500
2 NEW DUGOUTS [CONCRETE BLOCK (CMU) WALLS W/ CONCRETE FLOOR, WOOD SHELVES, AND WOOD BENCH. WOOD FRAME & METAL ROOF 8'X36']	\$24,750
3 NEW BLEACHERS [81 LF 5-ROW ALUMINUM]	\$19,800
NEW ANNOUNCER (P/A) BOOTH [CONCRETE BLOCK (CMU) WALLS W/ CONCRETE FLOOR, WOOD FRAMED 2ND FLOOR STRUCTURE AND STAIRS. METAL ROLL-TOP SHUTTER W/ WINDOW, WOOD FRAME & METAL ROOF 10'X20']	\$11,000
EXISTING CONCESSION STAND [UPDATE EX. EXTERIOR FINISHES AND INTERIOR FINISHES - PAINT]	\$1000

RE-GRADE FIELD [RE-GRADE ENTIRE FIELD AND SURROUNDING PERIMETER FOR PROPER DRAINAGE - 72,000 +/- S.F.]	\$16,500
NEW INFIELD, WARNING TRACK, BATTING CAGE GRAVEL/DIRT [20,000 S.F. GRAVEL/DIRT MIXTURE]	\$13,200
BATTING CAGES [STRUCTURE AND NETS]	\$5,500
IRRIGATION SYSTEM	\$6,600

CONCEPTUAL SITE PLAN
1" = 30'



LIONS PARK BASEBALL FIELD

FIELD RENOVATION & UPGRADES

LAKE ELMO, MN

SHEET NO.
P-101

07.28.2016

*****COST ESTIMATES BASED ON SIMILAR PROJECT COMPLETED IN CENTRAL MINNESOTA. ACTUAL COSTS MAY VARY BASED ON LOCATION. ENGINEERING & CONSULTATION FEES NOT INCLUDED*****



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3335 West St Germain Street
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St Cloud, MN 56302



PARKS COMMISSION COMMUNICATION

DATE: January 18, 2017

REGULAR

ITEM #: 7

MOTION

AGENDA ITEM: Sally Manzara Interpretive Nature Center Draft Lease Agreement
SUBMITTED BY: Emily Becker, City Planner
REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director

BACKGROUND:

At its December 2016 meeting, the Parks Commission reviewed the Draft Sally Manzara Interpretive Nature Center Development, Lease, License and Operating Agreement (Agreement) between the City and the Friends of the Lake Elmo Sunfish Lake Park (Friends) for the City to lease an acre of Sunfish Lake Park (Park) to the Friends for the purpose of constructing the Sally Manzara Interpretive Nature Center.

The Commission had two major concerns regarding the Agreement:

- The required \$20,000 escrow was too low.
 - If for some reason the Friends were not able to finish the Nature Center, the City would be left with the decision to either tear it down or have to pay much over and above this amount to finish the project.
 - The Commission suggested amending the escrow amount to cover the cost of construction and then provide monthly reductions as construction progressed.
- Permission was granted to the Friends to install surveillance cameras, with no caveats, throughout the Park.
 - This could both feel like an invasion of privacy to hikers and inhibit the feeling of wilderness within the Park.
 - The Commission suggested striking the sentence in the Agreement that reads “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.”

ISSUE BEFORE COMMISSION:

- Staff has made these suggested changes to the Agreement. The amended Agreement is attached.
- Mayor Pearson also voiced some concerns regarding the agreement, explained below.
- Tony Manzara of the Friends also had alternative language for the Commission to consider.

The Parks Commission is respectfully requested to review the amended Draft Agreement; consider other concerns expressed and alternative language suggested by Mr. Manzara; and recommend approval of the Agreement.

PROPOSAL DETAILS/ANALYSIS:

Other concerns:

- Including the Friends mission statement in the Agreement.
- Reluctance on committing the facility being named as Sally Manzara Nature Center in perpetuity.
- Language in the Agreement that states “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.”
 - If the City terminated the Agreement, it would most likely mean that things weren’t going well with the Nature Center. The City shouldn’t be forced to purchase a Nature Center it never intended to own.
 - If the Friends are in breach of any of the terms of the Agreement, the City will give the Friends written notice and give them 60 days to cure it. If it’s not cured, the City can use the escrow funds to pay for curing the breach. Friends will then need to reimburse the escrow funds. If it’s a material breach, it can terminate the Agreement. This will mean, however, that the City will need to pay the appraised value of the Nature Center.

Tony Manzara of Friends’ concerns:

- *Mission Statement.* The mission statement features are covered in the Recitals and Article II sections of the Agreement, but if the City so wishes, the Friends can include the mission statement as a fourth Exhibit.
- *Cameras on the trails.*
 - Friends wishes to provide “virtual trail walks” which would use clips of recordings from the cameras placed in the Park to provide those who are unable to walk on the trails a sense of what it is like.
 - Activities of hikers would not be used in clips.
 - Suggested language:
 - 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. The Friends may place features or equipment on the Property that are related to the use of the Property as a nature center. The Friends shall submit a plan to the City Parks Department for the placement of such features or equipment, including general guidelines as to purpose of each type of item and how it is expected to be used, and the types, numbers, and approximate locations or placements of each item on the Property. The City will review this plan and approve it within 60 days, indicating any particular items or locations deemed to be unacceptable. Friends shall then be allowed to place, replace, move, remove, or add items which generally fall within the guidelines of the accepted plan unless the City objects in writing to a particular change. The Friends shall provide an annual update to this plan, with any significant changes indicated.
- *Name.* Response to concern about the name Sally Manzara Interpretive Nature Center in perpetuity:
 - The construction of this Nature Center would not have happened had it not been for the money that Tony Manzara’s wife, Sally, and he had saved for their retirement, which she was not able to enjoy.
 - Suggested language:
 - The Friends would most likely accept the limitation “as long as the building, or any modification therefor, is operated as a nature center, museum, or other function allowed by the Conservation Easement Area 2 limitations.”
- *Financial Disclosures.* Currently, the Friends are required to provide the City with a detailed disclosure of its financial resources in conjunction with this financial status reports on an annual basis and a fully audited adjustment every third year, unless the Friend’s total revenues exceed \$100,000.
 - Friends expects their first year’s revenue to be over \$100,000, and subsequent years’ revenues to be under \$100,000.
 - The friends would like to revise this to read ... “unless the Friend’s total annual revues exceed \$100,000.”
- *Escrow.*
 - Concern with required date of completion.

- Currently states July 4, 2019.
- This was assuming that the Agreement would be executed in a reasonable length of time.
- Suggested change:
 - Amend the required date of completion from July 4, 2019 to “three years from the date of execution of this agreement,” and amend the Escrow language to read as follows:
 - 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~~ provide the City with a copy of the bid or bids from the contractors that the Friends selects to construct the Nature Center Building. After the payment of the building permit fee and the City Building Department's review of the building plans, the City shall provide the Friends with a written notice that the plans meet all the requirements for the permit, and the Friends shall then deposit an amount that is equal to the amount of the bid(s) with the City to be held by the City in an escrow account, after which the building permit will be promptly issued. The Friends will, upon receipt of invoices submitted for work completed on the project and for agreed-on progress payments, request that the City release the escrowed funds in amounts equal to such invoices or progress payments, and the City will release the requested funds to the Friends within five (5) working days of each request. In the event that the Nature Center Building is not complete within three calendar years of the date of the execution of this Agreement, 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. Any funds remaining in the escrow account after the work described by the aforesaid contractor's bids is completed and paid for will be promptly returned to the Friends. The City agrees that this escrow/release process will take the place of any other financial mechanism intended to ensure the completion of the building, for example, a contractor's performance bond.
- Staff Notes:
 - *Issuance of Building Permit.* The escrow and building permit fee would not be collected until the building permit has been approved and is being picked up. Therefore, Staff would recommend striking the following:
 - “After the payment of the building permit fee and the City Building Department's review of the building plans, the City shall provide the Friends with a written notice that the plans meet all the requirements for the permit, and the Friends shall then deposit an amount that is equal to the amount of the bid(s) with the City to be held by the City in an escrow account, after which the building permit will be promptly issued.”
 - *Escrow Release.* It is not feasible for the City to release escrow funds within 5 days. A 21 day turnaround would be the minimum.

- “...and the City will release the requested funds to the Friends within five (5) working 30 days of each request.”

FISCAL IMPACT:

- The Friends would be responsible for the cost of constructing and maintaining the building. The escrow amount would be determined by the bids provided by contractors. 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.
- If the City terminates the Agreement, it would be responsible for the purchase of the Nature Center at its assessed value.
- 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:

- Draft Lease 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 Land Trust and 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 Land Trust and 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 _____, July 4, 2019_____.

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 provide the City with a copy of the bid or bids from the contractors that the Friends selects to construct the Nature Center Building. The Friends then shall deposit \$20,000-an amount that is equal to the amount of the bid(s) with the City to be held by the City in an escrow account prior to the issuance of a building permit. The Friends may submit monthly requests for reduction of the escrow in amounts equal to invoices submitted to date for work completed on the project. 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 and Land Trust harmless from and indemnify and defend the City and the Land Trust 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.

DRAFT

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: _____

DRAFT

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



PARKS COMMISSION COMMUNICATION

DATE: 1/18/2017

ITEM #: 8

AGENDA ITEM: Inwood 5th Addition Final Plat Submittal

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Kristina Handt, City Administrator
Stephen Wensman, Planning Director

BACKGROUND:

The City has received application for Final Plat for Inwood 5th Addition. The Preliminary Plat was approved with a condition that the developer install a multi-purpose trail along 10th Street between "Street B" (Island Trail) and Inwood Avenue.

ISSUE BEFORE COMMISSION:

None. Staff is communicating information. As long as Final Plat is consistent with Preliminary Plat and is filed for in a timely manner, it must be approved.

PROPOSAL DETAILS/ANALYSIS:

Inwood Parkland Dedication. Parkland dedication for the Inwood single-family residential development were satisfied in the 2nd Addition with the dedication of an outlet, with a net 10.73 acres, which more than satisfied the required acreage of 9.57 acres of parkland. The remaining is to go to the future multi-family residential development.

Final Plat Approval. The Final Plat cannot be approved unless plans are revised to show a trail connecting Island Trail to Inwood Avenue along 10th Street.

ATTACHMENTS:

- Inwood 5th Addition Submittal

Missing Trail Connection

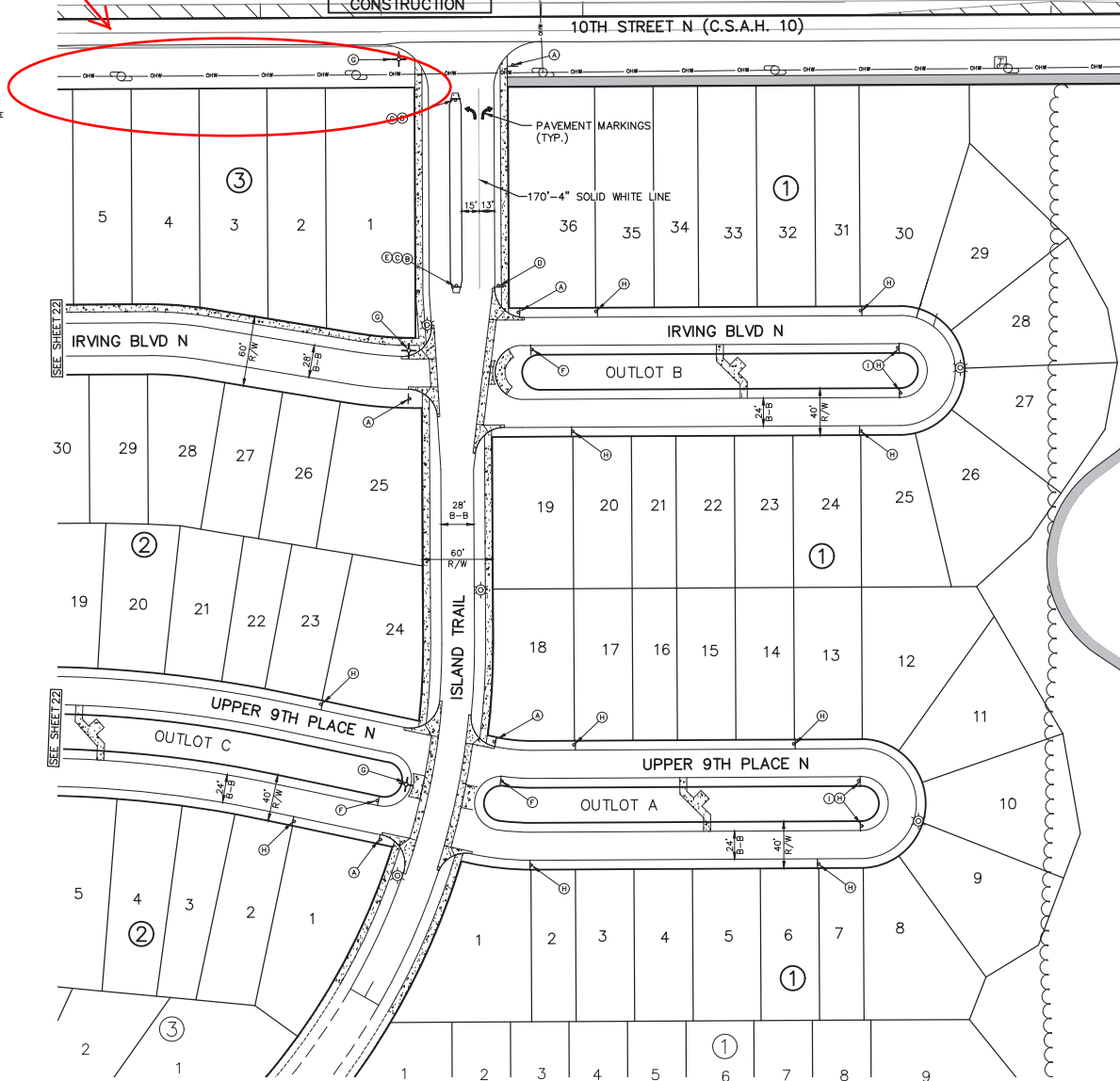
SIGNING & STRIPING NOTES

- STREET LIGHTING SHALL BE INSTALLED PER CITY STANDARDS 5 FEET BACK OF CURB IN LOCATIONS SHOWN ON PLAN.
- ALL SIGNS MUST MEET MMUTCD.
- ALL SIGN SHEATHING TO BE TYPE IX DIAMOND GRADE (D03).
- SIGN POSTS TO BE GREEN POWDERED PAINTED GALVANIZED METAL 3.0 LBS./FT.
- STREET SIGN POSTS TO BE 12" TUBULAR POST WITH 0.080" WALL THICKNESS.
- DEVELOPER TO FURNISH AND INSTALL STREET SIGNS PER CITY STANDARDS.
- POLY PREFORMED PAVEMENT MATERIAL SHALL BE USED FOR ALL PAVEMENT SYMBOLS.
- EPOXY RESIN AND DROP-ON GLASS BEADS FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF MNDOT "SPECIFICATIONS FOR CONSTRUCTION, 2014 EDITIONS".

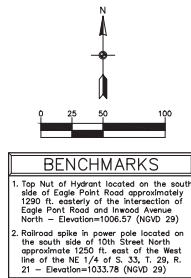
LIGHTING NOTES:

- ☒ PROPOSED LIGHT LOCATION.
- FINAL LOCATION TO BE VERIFIED WITH CITY/XCEL.
- LIGHTS SHALL BE THE ACORN STYLE ON A 25' DIRECT BURY POLE.

SEE SHEETS T1-T4 FOR TURN LANE CONSTRUCTION



SIGN SCHEDULE			
SIGN	SIGN NO.	SIZE	QUANTITY
(A)	R1-1	30" X 30" (BLACK ON WHITE)	6
(B)	R4-7	24" X 30" (BLACK ON WHITE)	2
(C)	X4-2	18" X 18" (YELLOW ON BLACK)	2
(D)	R3-X1	30" X 30" (BLACK ON WHITE)	1
(E)	R3-X2	30" X 30" (BLACK ON WHITE)	1
(F)	R5-1 (DO NOT ENTER)	30" X 30" (RED ON WHITE)	3
(G)	STREET SIGN		4
(H)	R8-3	24" X 24"	18
(I)	R8-3mP	18" X 12"	6



3890 Pheasant Ridge DR. NE, Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7958
www.carlsonmccain.com

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.

Print Name: Brian J. Krysoskiak, P.E.
Signature: *Brian J. Krysoskiak*
Date: 11/28/16 License #: 25663

Drawn: ADB
Designed: BS
Date: 11/28/16

Revisions:
1.

M/I HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

INWOOD 5TH ADDITION
Lake Elmo, Minnesota

SIGNING, STRIPING & LIGHTING PLAN

21 of 25



PARKS COMMISSION COMMUNICATION

DATE: 1/18/2017

ITEM #: 9

AGENDA ITEM: Hidden Meadows Final Plat

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Kristina Handt, City Administrator
Stephen Wensman, Planning Director

BACKGROUND:

At its June 2016 meeting, the Parks Commission was informed of a Final Plat submittal for Hidden Meadows 2nd Addition. The proposed development is an Open Space Development that is planned to be located south of RockPoint Church. The Parks Commission made comment on the “horseshoe”-shaped trail off of 55th Street (as shown on the attached Final Plat submittal). At that time, however, it was thought that because Hidden Meadows 2nd Addition had already received Preliminary Plat approval that significant changes could not be made to the plat.

The Final Plat application submitted at that time was deemed incomplete. Another application has been submitted, and Staff has consulted with the City Attorney to verify whether or not State Statute would allow for changes to the Preliminary Plat according to new standards. It was verified that because it has been well over a year (Preliminary Plat was approved in 2006), that the City can subject the development to new City standards.

ISSUE BEFORE COMMISSION:

Staff respectfully requests that the Commission review the Final Plat submittal and make recommendation.

PROPOSAL DETAILS/ANALYSIS:

Parkland Dedication. The required fee for parkland dedication for this development will be 7% of the assessed value of the acreage of the development.

Trails.

Trails in Right-of-Way. The Preliminary Plat shows eight-foot wide trails in the right-of-way throughout the development, connecting to the church, and there is an approximate 650-foot trail loop to the west of the church.

- The developer will receive no credit for these trails, as they are in the right-of-way.
- Developers are required to provide either sidewalks or trails on at least one side of the street.
- There is a trail along 59th Street, and the proposed trails would connect to this trail.
- Are trails needed or would sidewalks suffice?

Trail Connecting Development to Property to South. There is also a trail that connects 55th Street (as proposed on the plat) to private property to the south. This may have been because the City’s Trail Plan, which was completed in 2005-2006, had shown a planned trail going through this property.

- The trail is located in an outlot, which will be dedicated to the City, so the developer would receive credit for construction of the trail but not for the land the trail is under.
- Given that the Trail Plan clearly needs to be updated, and with no immediate plans for this piece of private property to develop, is this trail something the Parks Commission would still like to see?

No Park. There is no park planned for the development.

- The City's Park Plan shows this area as an unserved area and within the neighborhood park search area.
- A neighborhood park dedicated to the City would require an amendment, and may result in the development not meeting dedicated open space requirements, depending on park size.
- The nearest park is approximately one mile away (Sanctuary Park).
- The church does provide some recreation activity (open men's basketball) that is open to the public.
- The development consists of only 25 lots, and the surrounding lots are large parcels, and so the area is not densely populated at this time.

RECOMMENDATION:

Staff recommends the Commission review the Hidden Meadows 2nd Addition Final Plat submittal and provide recommendation, which will be given to the Planning Commission and City Council. The Commission should keep in mind that the development does have Preliminary Plat approval, and any significant changes to the Final Plat are not allowed without the developer having to start over in the platting process.

ATTACHMENTS:

- Hidden Meadows Final Plat Submittal



PARKS COMMISSION COMMUNICATION

DATE: 1/18/2017

ITEM #: 10

AGENDA ITEM: 3880 Laverne Avenue North Minor Subdivision Application

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Kristina Handt, City Administrator
Stephen Wensman, Planning Director

BACKGROUND:

The City has received application for a Minor Subdivision for the property located at 3880 Laverne Avenue North. The proposed subdivision would subdivide the property in to three separate parcels, one 2.06 acre parcel and two new 0.58 acre parcels.

ISSUE BEFORE COMMISSION:

None. Staff is communicating information.

PROPOSAL DETAILS/ANALYSIS:

Parkland Dedication. The City's fee schedule determines parkland dedication for commercial subdivisions. This fee is \$4500/acre. The City had already received parkland dedication in 1978 for the Brookman Addition Plat in which the proposed subdivision is located. Therefore, the applicant will only pay for the total acreage of the *new* parcels being created by the subdivision - 1.16 acres. The City, if it approves the subdivision, would receive \$5,220 in parkland dedication.



PARKS COMMISSION COMMUNICATION

DATE: 1/18/2017

ITEM #: 11

AGENDA ITEM: Village Park Preserve

SUBMITTED BY: Emily Becker, City Planner

REVIEWED BY: Kristina Handt, City Administrator
Stephen Wensman, Planning Director

BACKGROUND:

The City expects to see an application for Village Park Preserve Final Plat soon. This development will dedicate land as shown by Outlots E and F in the attachment to the City to be used as an expansion of Reid Park.

ISSUE BEFORE COMMISSION:

None. Staff is communicating information. As long as Final Plat is consistent with Preliminary Plat and is filed for in a timely manner, it must be approved.

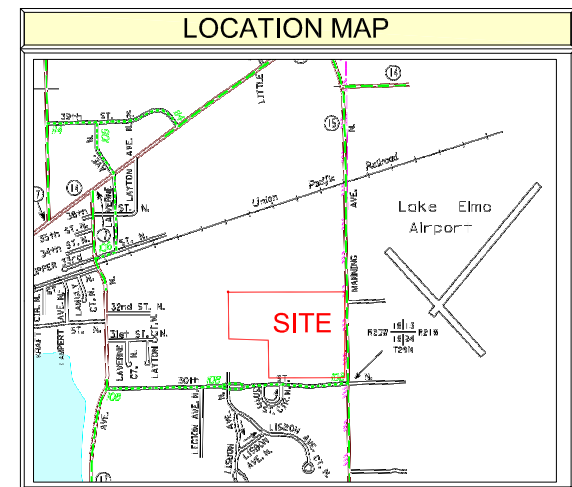
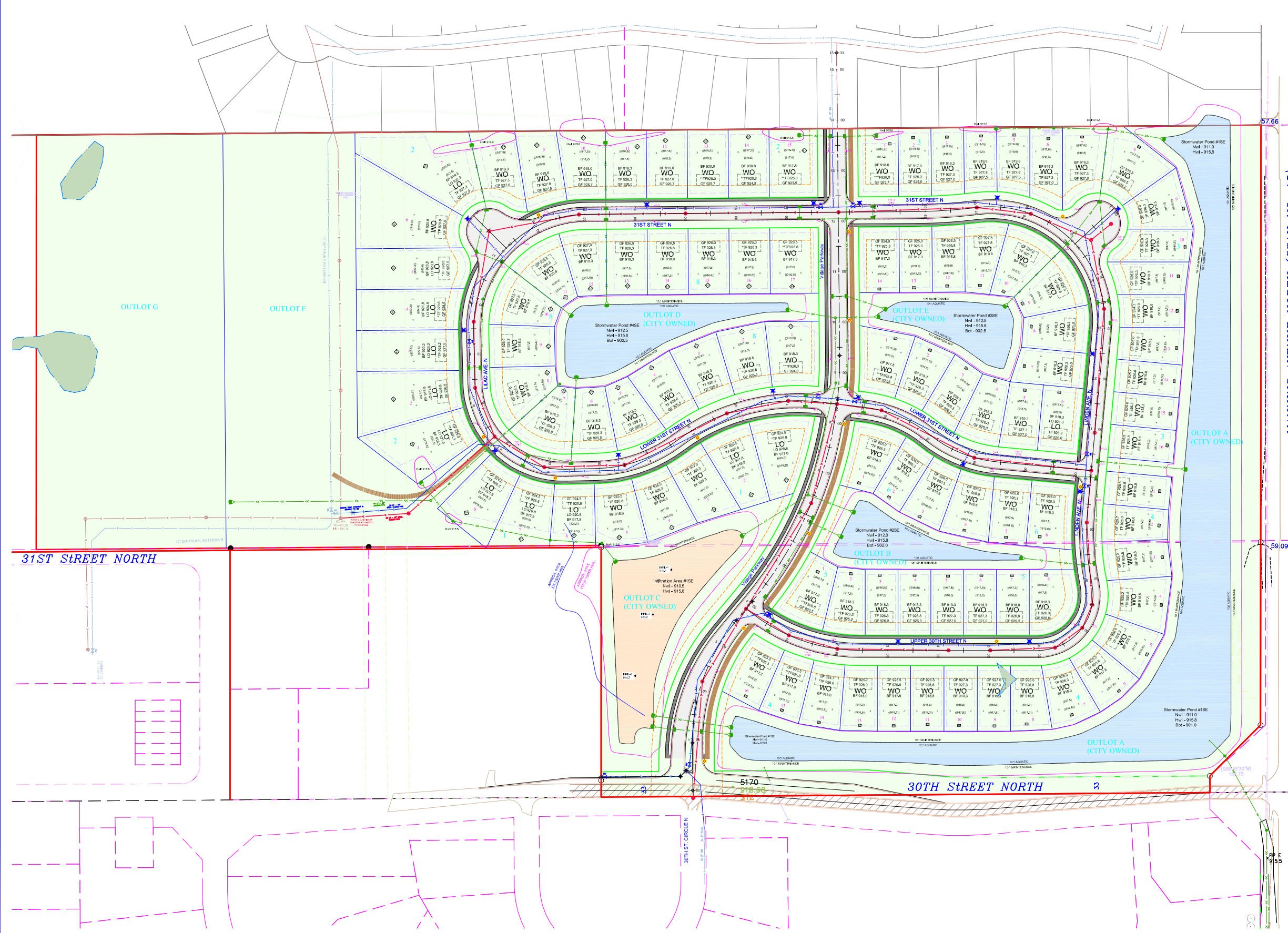
PROPOSAL DETAILS/ANALYSIS:

Parkland Dedication.

- *Dedicated Parkland.* According to the Staff Report for the Village Park Preserve Preliminary Plat, Outlots E and F are a net 15.37 acres (15.77 gross acres, with wetlands).
 - This goes over and above what is required for this development.
- *Required Parkland.* The development consists of 63.6 acres is zoned LDR – Limited Density Residential, which requires a parkland dedication amount of 10% (6.36 acres).
- *Credit Received.* According to the Staff Report, it is not uncommon for a developer to be credited the remaining acreage towards another development. The Staff Report indicates that the City Attorney has verified that this type of credit can be utilized off-site.
- *Possible Development to Which Credit May Apply.* This developer has plans to develop the land west of Lake Elmo Avenue (CSAH 17), currently owned by Schiltgen Farms, and it is possible that this credit of 9.01 acres (15.37 net acres of dedicated parkland – 6.36 acres required) may be applied towards that development.

ATTACHMENTS:

- Village Park Preserve Final Plat pre-submittal



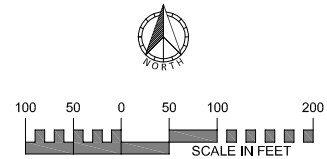
SHEET INDEX TABLE

SHEET	Description
1	Title Sheet
2-7	Final Street Plan
8-13	Final Sanitary Sewer & Watermain Plan
14-20	Final Storm Sewer Plan
21-23	Final Grading Plan
24-26	Final Erosion Control Plan
27-31	Construction Details

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: ROBERT S. MOLSTAD, P.E. EMAIL: MOLSTAD@SATHRE.COM	DEVELOPER GWSA LAND DEVELOPMENT CONTACT: CRAIG ALLEN PHONE: (952) 270-4473 EMAIL: CRAIG@GONYEACOMPANY.COM

OUTLOT OWNERSHIP

Outlot	Description
A	City Owned
B	City Owned
C	City Owned
D	City Owned
E	City Owned



DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE_VPP				
DRAWN BY				
CHECKED BY				
DATE				
xx/xx/xx				

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

Robert S. Molstad
 ROBERT S. MOLSTAD, P.E.
 Date: 11/07/16 Lic. No. 24728

SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. ---

LAKE ELMO, MINNESOTA

TITLE SHEET

VILLAGE PARK PRESERVE

GWSA LAND DEVELOPMENT

FILE NO. 3120-047

1

31



PARKS COMMISSION COMMUNICATION

DATE: January 18, 2017

REGULAR

ITEM #: 11

MOTION

AGENDA ITEM: 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:

As discussed at the December 2016 Parks Commission meeting, the Parks Commission is required to develop a work plan each year which includes a list of projects, points of interaction on projects, programs, and goals for the year. This is to be created in January of each year and will be discussed at the in April during the yearly joint meeting between the Parks Commission and Council in April.

A draft 2017 Parks Commission Strategic Plan of Work was presented to the Commission at its December 2016 meeting. The Commission provided feedback on this draft, and a new draft is available based on these comments.

ISSUE BEFORE COMMISSION:

The Parks Commission is respectfully requested to review the attached, edited Draft 2017 Parks Commission Strategic Plan of Work.

ATTACHMENTS:

- Edited Draft 2017 Strategic Plan of Work



2017 Parks Commission Strategic Plan of Work

The City of Lake Elmo Park Commission has affirmed their overall goals 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			
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"> • Consider promotion of neighborways within City 	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. 	Not started	1

	<ul style="list-style-type: none"> • Make recommendation to Council on specific changes needed to Comprehensive Plan. 		
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
<u>50th St Trail</u>	<ul style="list-style-type: none"> • <u>Assess feasibility of expansion of 50th St Trail</u> 		
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
<u>Ridge Park</u>	<ul style="list-style-type: none"> • <u>Evaluate need for gravel parking lot</u> 		
Development & Equipping			
Developing and equipping projects (contingent on CIP)			
Project	Specific Tasks	Status	Priority Level
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
<u>Hammes Park</u>	<ul style="list-style-type: none"> • <u>Review planned equipment/amenities planned for Hammes Park before installation</u> 	<u>Amenities themselves approved per Development Agreement.</u>	

		<u>Review design before installation</u>	
Maintenance & Refurbishing			
Maintain and upgrading 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 that does not have standing water.	<ul style="list-style-type: none"> • Funding approval? • Public works to carry out maintenance. 	Recommended by Public Works	?
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	?
<u>Barriers to prevent driving in and out of Kleis Park</u>	<ul style="list-style-type: none"> • <u>Funding approval?</u> • <u>Public works to carry out maintenance.</u> 		?
<u>Look at options to replace wood chips & remove thistle</u>	<ul style="list-style-type: none"> • <u>Staff to create plan for thistle removal.</u> • <u>Gain input on alternative options for woodchips.</u> • <u>Staff to carry out thistle removal and wood chip replacement.</u> 		
<u>Develop a 5-Year Maintenance Plan of parks</u>	<ul style="list-style-type: none"> • <u>Create plan based on necessity</u> 		
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. • <u>Break down plan in to measurable goals</u> • Implement plan. 	Plan sent to MN Land Trust, awaiting approval	2 <u>1</u>
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. • <u>Sizing of parks within developments.</u> • \$500 per home for a neighborhood park has been used in the past. 		<u>1</u>
<u>Tablyn Park CIP Amendment</u>	<ul style="list-style-type: none"> • <u>Add rest of Tablyn Park improvements to CIP</u> 		
<u>Savona Park CIP Amendment</u>	<ul style="list-style-type: none"> • <u>Council to carry out, as based on their recommendation</u> 		



PARKS COMMISSION COMMUNICATION

DATE: January 18, 2017

REGULAR

ITEM #: **13**

MOTION

AGENDA ITEM: Valley Athletic Association Request
SUBMITTED BY: Emily Becker, City Planner
REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director

BACKGROUND:

The St. Croix Valley Athletic Association (VAA) reserves the City's Reid and Pebble Park's baseball/ softball fields April through July, Monday through Friday in the evenings. The association is celebrating its 50th year in 2017. The association is planning to have an event or two; sponsor something; or purchase some sort of park equipment (benches, signs) that can note its 50th year.

ISSUE BEFORE COMMISSION:

The Parks Commission is respectfully requested to recommend ideas to the VAA to commemorate its 50th year.

PROPOSAL DETAILS/ANALYSIS:

- **Budget.** The VAA plans to spend \$1,000-\$5,000 on something in Lake Elmo.
- **Where should it be?** Reid and Pebble Parks are the parks they mainly use, so it would be preferable if whatever is decided went to one of these parks.
- **Who should it benefit?** They would like to see it benefit kids.
- **What should it be?** Could be some plaques, or some benches or even some protective fencing around player benches.
- **Also.** They also have a new 35' Batting Cage (Poles and netting) they are going to install somewhere, just don't know where yet.
- **What are the next steps?** They are trying to gather some ideas/needs and then determine how much to spend and on what and where? We are pretty open to ideas at this point.

FISCAL IMPACT:

None. The VAA would be paying for the sponsorship, park equipment, or event.