



*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 Parks Commission  
3800 Laverne Avenue North  
September 21, 2020 6:30 PM**

### **AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approve Minutes
  - a) August 17, 2020 minutes
5. Public Comments
6. MORC Contract for Volunteer work on single track trails in Sunfish Lake Park
7. PUD Concept Review for Ridge Apartments and Goodard School
8. October 19, 2020 Meeting Agenda
9. Communications
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 Parks Commission August 17, 2020

**Members Present:** Commissioners- Olinger, Weeks, Nightingale, Ames, Schumacher

**Staff Present:** City Planner- Prchal, Public Works Director- Powers

**The meeting was called to order by Weeks at 6:30 PM.**

### Announcements

None

### Approval of Agenda

Ames motioned to approve the agenda, seconded by Schumacher.

**Agenda was approved unanimously (5-0).**

### Approval of Minutes

a) Approved July 20, 2020 minutes with amendments.

Passed by a 5-0 vote

### Public Comments

None.

### Trail Source Communication for Sunfish Trails.

Tim Wegner, owner of Trail Source provided the Commission with a presentation which highlighted some of the issues that exist with the existing walking trails within Sunfish Lake Park. Tim was able to provide the City with some images of the damaged trails within the park. Tim indicated that the primary user can often dictate the amount of erosion. Ski trails do not necessarily erode, unless hikers, walkers, etc. use them. Tim then stated that it is difficult to shut trails down due to existing user groups. Tim did state that if the City chose to improve the eroding trails there would be methods to do so. The Commissioners provided further input on the mountain bike trails and noted that additional slowing mechanisms need to be installed, such as rocks.

### Public Comment

A resident of the City, Amy Schakel at 9905 Tapestry Rd, provided comments on the park and trail network. Comments were focused on the trail network and how intersections needed to be cleared to allow for safe use. There was also an emphasis on signage, which was echoed by John Ames (Parks Commissioner).

Resident Pat Barrett, at 9692 57<sup>th</sup> St. also spoke about Sunfish Lake Park. Concerns were expressed about the need for signage and ensuring the trail users are using the appropriate trail. She further stated that her main concern is on winter use.

### Review of Sunfish Lake Park Kiosk Sign

Prchal provided a presentation on the proposed kiosk sign, which would replace the existing park kiosk sign as well as a Council directive to consider sponsorship/private business signage in the park. Prchal provided graphics of the signage proposal that was provided by

Weeks-End Signs for the kiosk. From there he further explained the changes that would be made to the kiosk sign. The existing sign depicted the trails as being many different colors and the sign would transition from the multi-colored trails to one color with the newly added trails being black, blue, and green. A new “Rules” sign would also be created to provide notice of how bikers, walkers, ect. Should interact while on the trails. A further addition would be a winter use rule set. This would indicate which trails should be used by specific user groups in the winter.

**Ames motioned to recommend approval of the kiosk signage as amended with a not to exceed amount of \$500 in the existing location. Schumacher provided a second. The motion passed with a 4-0 vote with one abstention (weeks).**

The City Council also asked the Parks Commission to discuss the possibility of allowing private businesses to have signage in the park. The discussion started by allowing businesses to purchase a space to place a sign in the park which would then show or advertise their location in the City. Staff did not identify how exactly the proposal would be implemented into the park. Instead the focus was on the idea of “should private advertising be included in the park.” However, the funds generated from this program would be reinvested back into the park. During the conversation it was stated that the park environment wasn’t intended to be used for advertisement.

**Ames motioned to “Recommend informational sign as park users depart from the main entrance directing them towards Lake Elmo (Downtown) with verbiage that encourages them to visit the City for all of their needs.” Olinger provided a second. This is recommended by a 4-0 vote.**

#### **Review of Ivywood Park Touchups**

Prchal provided a presentation on Ivywood park and explained that there was room in the budget due to a donation that was provided. Prchal explained that the funds should be used for Hydroseeding to encourage faster and more effective growth of grass, Black dirt for finishing, as asphalt path to access the pickleball courts, and shade and evergreen trees to further dress up the park.

**Weeks motioned to “Recommend the approval of the expenditure of up to \$7,000 to apply finishing equipment to the Park.” Olinger provided a second. This was recommended by a 5-0 vote.**

#### **September 21, 2020 Meeting Agenda**

- 1) Goldridge Group PUD.

#### **Communications**

The Commission had a discussion between themselves about reviewing the equipment and uses within the existing parks to phase in or out equipment and general amenities.

**Meeting adjourned at 8:35 p.m.**

**Respectfully Submitted,  
Ben Prchal, City Planner**



**STAFF REPORT**

DATE: 9-21-2020

REGULAR

**TO:** Parks Commission  
**FROM:** Ben Prchal, City Planner  
**AGENDA ITEM:** MORC Volunteer Agreement for Sunfish Lake Park (New Trails)  
**REVIEWED BY:** Marty Powers, Public Works Director  
Ken Roberts, Planning Director

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**BACKGROUND:**

Over the summer of 2020 Trails Source constructed a new bike trail network within Sunfish Lake Park. Staff has been in communication with the Minnesota Off-Road Cyclist (MORC) organization. The group has expressed interest in providing volunteer services to the City, specifically for the new bicycle trails in Sunfish Lake Park. Staff has prepared an agreement that will serve as the document outlining the expectations and responsibilities of the City and MORC volunteers.

**ISSUE BEFORE THE PARKS COMMISSION:**

*Does the Parks Commission believe the agreement should be entered into and are there comments from the Commission for the agreement?*

**PROPOSAL DETAILS/ANALYSIS:**

There are more or less two sections to the agreement that will be actively used, MORC Responsibilities and City Responsibilities. Staff believes these are the two most relevant sections for the Commission to review as they set the operating expectations where the other sections would be more relevant for the City Attorney. Below is a reduced version of what the contract outlines for both parties. Staff recommends the Commission review the full contract to gain a better grasp of the subset of points for numbers 1-12.

**MORC Responsibilities**

1. MORC will provide technical support to the City in determining the location and design of technical trail features for the singletrack trail, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.
2. MORC will provide and supervise volunteers in the construction of approved technical features and alignment changes.
3. MORC will provide volunteers to assist with the inspection and hand-work maintenance of the single track trails.
4. List of rules, procedures and guidelines govern the use of chainsaws and tree removal by MORC volunteers.
5. MORC will provide and supervise volunteers for the purpose of winter trail grooming, maintenance, and inspection.
6. MORC will work with the City in developing a routine inspection log report sheet for use by volunteers for the regularly scheduled inspections that will identify desired items for inspection and implement the use of this report sheet in the regular inspection of trails.
7. In the event that a trail needs to be rerouted.
8. MORC will recommend to the City for consideration the types, location and language for trail directional, cautionary and informational signs and install (if requested by the City Public Works Director) such signage. The City is responsible for providing the signage.
9. A designated MORC representative(s) may make recommendations to the Public Works Supervisor as to when to close and re-open trails due to poor conditions or other unforeseen circumstances observed during trail patrol or maintenance activities. The decision whether to close a trail and when to reopen a trail, as well as the physical closure and re-opening the trail, shall be conducted by the Public Works Department in collaboration with a designated MORC representatives.
10. MORC representative(s).10. MORC will provide trail patrol volunteers (Ambassadors) as an optional service to assist in monitoring trail activities and providing assistance to trail users.

11. MORC and its volunteers shall not interfere with the enjoyment of park users and must abide by the City Ordinances.
12. MORC shall maintain general liability insurance with coverage of at least \$1,500,000.

#### City Responsibilities

1. The City will review and approve design and implementation plans for all agreed to volunteer activities.
2. The City will provide hand-tools for construction and maintenance activities, upon request and approval of the Public Works Director. MORC volunteers may operate City approved mechanized power equipment for the initial construction of the technical trail features and trail re-alignments, upon approval of the designated Park Maintenance Supervisor responsible for the location for which the work applies.
3. The City will provide Public Works maintenance staff support for approved work on a schedule agreed to by the Public Works Director.
4. **The City will not provide a locked storage unit on site but will allow MORC to provide their own lock box. The City will not provide tools to permanently store in the unit. Purchase of tools will be the responsibility of MORC.**
5. The City will review and consider approval of recommended technical trail feature designs and trail re-alignments, construction schedules, and trail maintenance schedules.
6. The City will recognize MORC's contributions for trail design, technical trail feature design and construction and volunteer maintenance support with appropriate signage provided by MORC at an appropriate location determined by the City.
7. The City will authorize MORC to have an informational display/booth at the park up to two times per year for the purposes of providing information about Volunteer opportunities, MORC memberships and mountain biking events, as approved and coordinated with the Public Works Director.
8. The City will authorize MORC the use of a meeting room space for the purpose of conducting MORC business meetings such as the Nature Center building at Sunfish Lake Park or other appropriate location, if space is available.
9. The City will notify MORC of trail closures or events which affect the use of the trail for posting on the MORC web site.
10. The City Public Works will repair and maintain the park, including the parking areas and other features within the park which are un-related to mountain biking.
11. The City defers the role of determining when a trail shall be open or closed to MORC, but the City maintains the right to override that decision.
12. The City will require any third party sponsoring or otherwise putting on an event using the singletrack trails within Sunfish Lake Park subject to this Agreement to agree to (a) repair to the IMBA standards any damage to the singletrack trails, including the surface of the trails and features, that may occur during the event, (b) maintain commercial general liability insurance covering the event with a minimum coverage of \$1,500,000, (c) name the City and MORC as additional insureds under the policy, (d) provide a certificate of insurance showing that the requirements of clauses (b) and (c) are satisfied to the City and MORC before the event occurs, and (e) obtain releases (in such form as prescribed by the City of Lake Elmo) from event participants releasing the City and MORC from any liability or damage.

#### Example Contracts:

Three example contracts have been attached. The other contracts are affiliated with;

- The City of Woodbury
- Wright County/City of Monticello
- Three Rivers Park District

#### FISCAL IMPACT (Estimated):

It is possible for there to be a fiscal impact with this proposal. The amount that the City would be fiscally impacted as yet to be determined. For example, if the City would like to provide tools, storage unit, etc. From what Staff has been able to gather some Cities have provided both tools and storage units, just a storage unit, only tools, or none. Providing any of these will come with a cost. At this time the contract states that the City will not purchase tools or a storage unit.

**RECOMMENDATION:**

At this time, Staff is under the impression that MORC has been helpful in aiding other Cities and Counties in managing the maintenance requirements of trails throughout the metro area. Although the City could attempt to manage a volunteer group on its own MORC appears to be able to provide the resources and management capabilities that would be required. They also come with the known experience that it takes to maintain and repair trails.

*“Recommend acceptance of the maintenance agreement for Sunfish Lake Park between MORC and the City of Lake Elmo.”*

**OPTIONS:**

The Park Commission may:

- Recommend approval of the Agreement
- Recommend Approval of the Agreement with Amendments
- Recommend Denial of the Agreement

**ATTACHMENTS:**

1. Contract for the City and MORC
2. Example Contracts from other Jurisdictions

**AGREEMENT**  
**BETWEEN THE**  
**CITY OF LAKE ELMO**  
**AND THE**  
**MINNESOTA OFF-ROAD CYCLISTS**

INTRODUCTION AND PURPOSE

The City of Lake Emo, and the Minnesota Off-Road Cyclists (MORC) are interested in promoting off-road bicycling as an outdoor recreation and fitness activity and in developing and maintaining quality singletrack trails for cyclists of all ability levels.

This Agreement identifies specific locations for supporting these activities, including the design and construction of technical trail features, trail construction, trail maintenance, and trail patrol activities, which MORC volunteers have agreed to provide as service to the City, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the City of Lake Elmo (City), with respect to the singletrack trails located at: 1) Sunfish Lake Park

SCOPE OF THE AGREEMENT

**City Properties Covered by this Agreement**

This Agreement applies to the singletrack bicycle trails located in the following park(s) operated by the City: 1) Sunfish Lake Park.

**Ownership of Improvements**

All improvements, constructed on the land of the City, shall be, and remain the property of the City. All materials, including records, data, and other information acquired, developed or documented under this Agreement shall be the property of the originating party, unless otherwise mutually agreed upon by both parties.

## **Term of Agreement and Process for Amendments**

The term of this Agreement shall start January 1, 2021, and extend through December 31, 2021. Thereafter, this Agreement will be automatically extended for successive calendar years unless either the City or MORC gives written notice to the other (See Termination of This Agreement) . During the term of this Agreement, either party may request an amendment to the Agreement. The party requesting the amendment will submit the proposed amendment in writing to the other party and the parties shall reasonably confer on the amendment. Any amendment to this Agreement must be in writing and signed by both parties.

## **MORC Volunteers**

Volunteers assigned to work under this Agreement are volunteers of MORC and are covered under the policies and procedures of MORC in relation to volunteer organization and management. Volunteers are not employees of or individual volunteers of the City, however they will receive training enabling them to represent the relationship between MORC and the City as contemplated by this Agreement.

## **MORC RESPONSIBILITIES**

During the term of this Agreement, the responsibilities of MORC are as follows:

1. MORC will provide technical support to the City in determining the location and design of technical trail features for the singletrack trail, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.
2. MORC will provide and supervise volunteers in the construction of approved technical features and alignment changes.
  - Utilize tools owned by MORC and City tools that may be made available by the Public Works Director or their designee.
  - Technical trail features and trail alignment changes must conform to IMBA guidelines and City approved designs.
  - Train and supervise volunteers in appropriate construction techniques in accordance with IMBA guidelines.
  - Identify a crew leader and submit his or her name and contact information to the Public Works Director.
  - Coordinate work schedule and on-site public notification, when needed, with the City.
  - MORC volunteers may use bikes in the on-site planning and testing of the trail or technical trail features prior to official trail opening as coordinated with the Park Maintenance Supervisor.



3. MORC will provide volunteers to assist with the inspection and hand-work maintenance of the trail.
  - Seasonally submit to the City for approval a schedule identifying minimum timetable for trail observation/inspection.
  - Ensure that all volunteer leadership has received training in trail inspection and maintenance responsibilities as well as an orientation to the City; volunteer activities will be supervised by MORC leadership.
  - MORC volunteers are authorized to sculpt and/or remove downed trees found on the trail tread.
  - MORC volunteers are authorized to fix and address erosion and degradation that may occur to the trail tread due to use and or water flow.
  - Perform routine maintenance activities. In the event that MORC is unable to safely and promptly address an identified issue that may create an unsafe situation, the MORC volunteer will promptly notify the Public Works director or their designee.
  
4. The following rules, procedures and guidelines govern the use of chainsaws and tree removal by MORC volunteers.
  - Only individuals who MORC has designated as “chainsaw operators” will be allowed to operate chainsaws in Sunfish Lake Park. Such designation will only be granted to individuals who have been trained by MORC in the safe and proper use of chainsaws.
  - No live standing trees of native species over 4 inches (except Oak trees, which shall be at 2 inches or greater) in diameter will be cut without first receiving approval from the Director of Public Works or their designee.
  - Brush and small trees that are cut should be scattered at least 10 feet off the trail and branches lopped shall be flush with the tree.
  - Large trees up to 12 inches in diameter that fall across the trail may be cut to clear passage for the bike trail but the remaining portions of the trees should be left in place provided it’s safe to do so.
  - MORC shall notify the designated contact person when there are fallen trees greater than 12 inches in diameter that need to be cleared from the bike trail. The City Public Works Department will be responsible for clearing such trees.
  
5. MORC will provide and supervise volunteers for the purpose of winter trail grooming, maintenance, and inspection.
  - Routine trail inspection and maintenance shall be conducted during the winter season under the same guidelines specified by the Agreement for summer season.
  - Develop, implement and evaluate winter trail grooming techniques and equipment.
  - Train and supervise volunteers in appropriate trail grooming techniques in accordance with MORC guidelines for winter trail use.
  - Identify a crew leader(s) for winter grooming who will maintain timely communication with the Public Works Director or their designee.

6. MORC will work with the City in developing a routine inspection log report sheet for use by volunteers for the regularly scheduled inspections that will identify desired items for inspection and implement the use of this report sheet in the regular inspection of trails.
  - Copies of reports will be periodically submitted to the Public Works Director or their designee.
  
7. In the event that a trail needs to be rerouted
  - Prior to making any significant trail alignment changes, MORC will submit recommendations to the City for such significant trail alignment changes that may be contemplated by MORC in carrying out the volunteer duties as outlined in the Agreement; provided that MORC may make following trail alignment changes and such changes are not considered significant and do not need City approval: alignment changes that are within 5 feet of the existing trail centerline and shorter 50 feet in length, except as provided in the next sentence. Any planned reroute within 20 feet of wetland will require City approval.
  
8. MORC will recommend to the City for consideration the types, location and language for trail directional, cautionary and informational signs and install (if requested by the City Public Works Director) such signage. The City is responsible for providing the signage.
  
9. A designated MORC representative(s) may make recommendations to the Public Works Supervisor as to when to close and re-open trails due to poor conditions or other unforeseen circumstances observed during trail patrol or maintenance activities. The decision whether to close a trail and when to reopen a trail, as well as the physical closure and re-opening the trail, shall be conducted by the Public Works Department in collaboration with a designated MORC representative(s).
  
10. MORC will provide trail patrol volunteers (Ambassadors) as an optional service to assist in monitoring trail activities and providing assistance to trail users.
  - MORC may provide volunteers identified and trained by MORC as trail patrollers to ride and monitor the trail.
  - Trail patrollers can offer assistance to trail users within the scope of their training and volunteer status under MORC.
  - Trail patrollers should call 911 for emergency assistance. Trail patrollers should contact the Sheriff's office specifically for non-emergency situations such as, to report suspicious activity, uncooperative behaviors or unauthorized trail use, by calling 911. It may also be appropriate to call the Public Works Department.

- Provide the City with summary trail safety reports as generated by MORC volunteer trail patrol.
11. MORC and its volunteers shall not interfere with the enjoyment of park users and must abide by the City Ordinances.
  12. MORC shall maintain general liability insurance with coverage of at least \$1,500,000.

### CITY OF LAKE ELMO RESPONSIBILITIES

During the term of this Agreement, the responsibilities of the City are:

1. The City will review and approve design and implementation plans for all agreed to volunteer activities.
2. The City will provide hand-tools for construction and maintenance activities, upon request and approval of the Public Works Director. MORC volunteers may operate City approved mechanized power equipment for the initial construction of the technical trail features and trail re-alignments, upon approval of the designated Park Maintenance Supervisor responsible for the location for which the work applies.
3. The City will provide Public Works maintenance staff support for approved work on a schedule agreed to by the Public Works Director.
4. The City will not provide a locked storage unit on site but will allow MORC to provide their own lock box. The City will not provide tools to permanently store in the until. Purchase of tools will be the responsibility of MORC.
5. The City will review and and consider approval of recommended technical trail feature designs and trail re-alignments, construction schedules, and trail maintenance schedules.
6. The City will recognize MORC's contributions for trail design, technical trail feature design and construction and volunteer maintenance support with appropriate signage provided by MORC at an appropriate location determined by the City.

8. The City will authorize MORC to have an informational display/booth at the park up to two times per year for the purposes of providing information about Volunteer opportunities, MORC memberships and mountain biking events, as approved and coordinated with the Public Works Director.
9. The City will authorize MORC the use of a meeting room space for the purpose of conducting MORC business meetings such as the Nature Center building at Sunfish Lake Park or other appropriate location, if space is available.
10. The City will notify MORC of trail closures or events which affect the use of the trail for posting on the MORC web site.
11. The City Public Works will repair and maintain the park, including the parking areas and other features within the park which are un-related to mountain biking.
12. The City defers the role of determining when a trail shall be open or closed to MORC, but the City maintains the right to override that decision.
13. The City will require any third party sponsoring or otherwise putting on an event using the singletrack trails within Sunfish Lake Park subject to this Agreement to agree to (a) repair to the IMBA standards any damage to the singletrack trails, including the surface of the trails and features, that may occur during the event, (b) maintain commercial general liability insurance covering the event with a minimum coverage of \$1,500,000, (c) name the City and MORC as additional insureds under the policy, (d) provide a certificate of insurance showing that the requirements of clauses (b) and (c) are satisfied to the City and MORC before the event occurs, and (e) obtain releases (in such form as prescribed by the City of Lake Elmo) from event participants releasing the City and MORC from any liability or damage.

## OTHER TERMS OF AGREEMENT

### **Hold Harmless Agreement**

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this Agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the parks subject to this Agreement or the mountain bike singletrack trails within those parks under and pursuant to the Agreement.

### **Termination of Agreement**

Either party may terminate this Agreement in the event the other party is not performing its obligations under this Agreement upon 30 days prior written notice to the other party if the defaulting party has not cured its failure to perform during that 30-day notice period.

### **Entire Agreement and Amendment**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. This Agreement may be supplemented, modified or amended from time to time by the mutual written agreement of the City and MORC. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the applicable parties.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to principles of conflict of laws.

### **MORC Contact**

Anne Clark, President  
PO Box 19520  
Minneapolis, MN 55419-0520  
Cell: 763-232-2666  
[president@morcmtnb.org](mailto:president@morcmtnb.org)

## City of Lake Elmo Contacts

Public Works Supervisor  
Marty Powers  
Office: 651-747-3900  
Direct Line: 651-747-3941  
[mpowers@lakeelmo.org](mailto:mpowers@lakeelmo.org)

City Planner  
Ben Prchal  
Office: 651-747-3900  
Direct Line: 651-747-3911  
[bprchal@lakeelmo.org](mailto:bprchal@lakeelmo.org)

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of this 22 day of January, 2020.

**City of Lake Elmo**  
3880 Laverne Ave  
Lake Elmo, Minnesota 55042

**Minnesota Off-Road Cyclists**  
PO Box 19520  
Minneapolis, Minnesota 55419-0520

By:

By:

Anne Clark

Title: City Administrator

Title: President

# AGREEMENT

BETWEEN THE

**Wright County, MN AND The City of Monticello, MN**

AND THE

## **MINNESOTA OFF-ROAD CYCLISTS**

**Bertram Chain of Lakes Regional Park Singletrack Mountain Bike Trail**

### INTRODUCTION AND PURPOSE

Wright County, The City of Monticello and the Minnesota Off-Road Cyclists (MORC) are interested in promoting mountain biking as an outdoor recreation and fitness activity and in developing and maintaining quality trails for cyclists of all ability levels at the Bertram Chain of Lakes Regional Park.

This agreement identifies specific projects, including the design and construction of technical mountain bike trail features, trail maintenance, and trail patrol activities, which MORC volunteers have agreed to provide as service to Wright County, and The City of Monticello, this agreement establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of Wright County, and The City of Monticello.

### SCOPE OF THE AGREEMENT

#### **Ownership of Improvements**

All improvements, constructed on Wright County and The City of Monticello lands, shall be, and remain the property of Wright County and The City of Monticello. All materials, including records, data, and other information acquired, developed or documented under this Agreement shall be the property of both parties, unless otherwise mutually agreed upon by both parties.

#### **Term of Agreement**

The term of this Agreement shall start April 2<sup>nd</sup>, 2019, and extend through December 31, 2019. Thereafter, this Agreement will be automatically extended for successive calendar years unless Wright County, The City of Monticello, or MORC gives written notice to the other by October 1st preceding the automatic extension that it does not want to automatically extend this Agreement. During the term of this Agreement, parties may request an amendment to the Agreement. The party requesting the amendment will submit the proposed amendment in writing to the other parties and the parties shall reasonably confer on the amendment. Any amendment to this Agreement must be in writing and signed by all parties.



## **MORC Volunteers**

Volunteers assigned to work under this agreement at the Bertram Chain of Lakes Regional Park are volunteers of MORC and are covered under the policies and procedures of MORC in relation to volunteer organization and management. Volunteers are not employees of or individual volunteers of Wright County or The City of Monticello, however they will receive training enabling them to represent the relationship between MORC, Wright County, and The City of Monticello.

## **MORC Responsibilities**

1. Provide technical support to Wright County and The City of Monticello in determining the location and design of technical features for the Mountain Bike Trail, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.
2. Provide and supervise volunteers in the construction of approved technical features and alignment changes.
  - Utilize tools owned by MORC, Wright County, and The City of Monticello tools that may be made available by the designated Wright County Parks Maintenance Supervisor.
  - Technical features and alignment changes must conform to IMBA guidelines and Wright County approved designs.
  - Train and supervise volunteers in appropriate construction techniques in accordance with IMBA guidelines.
  - Identify a crew leader and submit name to the Park Maintenance Supervisor.
  - Coordinate work schedule and on-site public notification, when needed, with the designated Park and Recreation Operations Manager.
  - MORC volunteers may use bikes in the on-site planning and testing of technical features prior to official trail opening as coordinated with the Park and Recreation Operations Manager.
3. Provide volunteers to assist with the inspection and hand-work maintenance of the trail.
  - Seasonally submit to Wright County for approval a schedule identifying minimum timetable for trail observation/inspection.
  - Only individuals who MORC has designated as "equipment operators" will be allowed to operate equipment on Wright County and The City of Monticello properties. Such designation will only be granted to individuals who have been trained by MORC in the safe and proper use of equipment such as trail mowers, weed whips and other maintenance equipment, and outfitted with proper personal protective equipment.
  - Ensure that all volunteers have received training in trail inspection and maintenance responsibilities as well as an orientation to Wright County.

- MORC volunteers are authorized to sculpt and/or remove downed trees found on the trail tread.
  - Perform routine maintenance activities. In the event that MORC is unable to safely and promptly address an identified issue that may create an unsafe situation, the MORC volunteer should notify the Park Maintenance Supervisor.
4. Use of Chainsaws and Tree Removal by MORC Volunteers.
- Only individuals who MORC has designated as "chainsaw operators" will be allowed to operate chainsaws on Wright County and The City of Monticello properties. Such designation will only be granted to individuals who have been trained by MORC in the safe and proper use of chainsaws, and outfitted with proper personal protective equipment
  - No live standing trees of native species over 4 inches (except Oak trees, which shall be at 2 inches or greater) in diameter will be cut without first receiving approval from the designated Park Maintenance Supervisor.
  - Brush and small trees that are cut should be scattered at least 10 feet off the trail and lopped up so that no portion extends more than 3 feet above the ground.
  - Large trees up to 12 inches in diameter that fall across the trail may be cut to clear passage for the bike trail but the remaining portions of the trees should be left in place provided it's safe to do so.
  - MORC shall notify the Park Maintenance Supervisor when there are fallen trees greater than 12 inches in diameter that need to be cleared from the bike trail. Wright County crews will be responsible for clearing such trees.
5. Provide and supervise volunteers for the purpose of winter trail grooming, maintenance, and inspection.
- Routine trail inspection and maintenance shall be conducted during the winter season under the same guidelines specified by the Agreement for summer season.
  - Develop, implement and evaluate winter trail grooming techniques and equipment.
  - Train and supervise volunteers in appropriate trail grooming techniques in accordance with MORC guidelines for winter trail use.
  - Identify a crew leader(s) for winter grooming who will maintain timely communication with the designated Park and Recreation Operations Manager.
6. Work with Wright County and the City of Monticello in developing a routine inspection log report sheet for use by volunteers for the regularly scheduled inspections that will identify desired items for inspection and implement the use of this report sheet in the regular inspection of trails.
- Copies of reports should be submitted to the Parks and Recreation Operations Manager.

7. Prior to making any trail alignment changes, submit recommendations to Wright County for any significant trail alignment changes that may be contemplated by MORC in carrying out the volunteer duties as outlined in the MOU. Changes that do not need Wright County approval are within 5 feet of the existing trail centerline and shorter than 50 feet in length. Any planned reroute within 20 feet of a wetland will require Wright County approval.
8. Recommend to Wright County and The City of Monticello for consideration the types, location and language for trail directional, cautionary and informational signs and install (if requested by Wright County and The City of Monticello).
9. A designated MORC representative(s) may make recommendations to The Parks and Recreation Operations Manager as to when to close and re-open trails due to poor conditions or other unforeseen circumstances observed during trail patrol or maintenance activities.
10. Provide trail patrol volunteers (Ambassadors) as an optional service to assist in monitoring trail activities and providing assistance to trail users.
  - MORC may provide volunteers identified and trained by MORC as trail patrollers to ride and monitor the trail.
  - Trail patrollers can offer assistance to trail users within the scope of their training and volunteer status under MORC.
  - Trail patrollers should call 911 for emergency assistance (Wright County Public Safety may not be the first response unit to arrive at the scene). To contact Wright County Public Safety specifically for non-emergency situations such as, to report suspicious activity, uncooperative behaviors, or unauthorized trail use, call the Wright County Sheriff Dispatch at 763-682-7600. Trail patrol should be communicated with the Park and Recreation Operations Manager.
  - Provide Wright County with summary trail safety reports as generated by MORC volunteer trail patrol.
11. Hold Harmless Agreement

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to the agreement.

12. MORC may not interfere with the enjoyment of park users and must abide by Wright County Park Ordinances.

**WRIGHT COUNTY and The City of MONTICELLO RESPONSIBILITIES:**

1. To review and approve design and implementation plans for all agreed to volunteer activities.
2. To purchase materials as agreed upon and, if needed, to be used in the construction of approved technical features.
3. To loan hand-tools for construction and maintenance activities, upon request and approval of designated Park Maintenance Supervisor.
4. To provide Park maintenance staff support for approved work on a schedule agreed to by Park Maintenance Supervisor.
5. To review and approve recommended technical feature designs, construction schedules and trail maintenance schedules.
6. To recognize MORC's contributions for trail design, technical feature design and construction and volunteer maintenance support in appropriate signage at an appropriate location in a manner approved by Wright County and to be coordinated through the Parks and Recreation Director.
7. To display a message about the MORC organization and event opportunities in manner approved by Wright County and The City of Monticello at a location approved by the Parks and Recreation Director.
8. To authorize MORC to have an informational display/booth at the trailhead up to two times per year for the purposes of providing information about MORC memberships and mountain biking events, as approved and coordinated with Parks and Recreation Operations Manager. Informational displays may also be approved for Wright County and The City of Monticello permitted mountain bike races or events. Requests for a permit for direct financial solicitation (membership sales) must be approved in advance by the Parks and Recreation Director.
9. To notify MORC of trail closures or events which affect the use of the trail for posting on the MORC web site.

**Termination of Agreement**

This Agreement may be terminated by either party upon delivery of 30-day written notice to the other party.

**Amendment of Agreement**

This Agreement shall not be altered, changed or amended except by written mutual agreement of the parties

**MORC Contacts**

Anne Clark, President  
PO Box 19520  
Minneapolis, MN 55419-0520  
Cell: 612-840-7490  
[president@morcmtnb.org](mailto:president@morcmtnb.org)  
[anneclark.mn@gmail.com](mailto:anneclark.mn@gmail.com)

Graydon Betts, Trail Steward  
Cell: 952-913-3834  
[graydon.b@morcmtnb.org](mailto:graydon.b@morcmtnb.org)  
[graydonbetts@gmail.com](mailto:graydonbetts@gmail.com)

**Wright County Contacts**

Park Maintenance Supervisor  
Ralph Borell  
Office: 763-682-7694  
Cell: 763-286-6015  
[Ralph.borell@co.wright.mn.us](mailto:Ralph.borell@co.wright.mn.us)

Parks and Recreation Operations Manager  
Bradley Harrington  
Office: 763-682-7894  
[bradley.harrington@co.wright.mn.us](mailto:bradley.harrington@co.wright.mn.us)

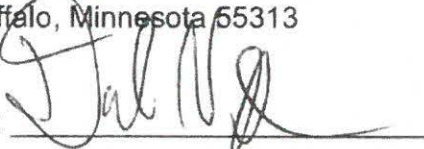
Agreement Administration  
Marc Mattice; Parks and Recreation Director  
3500 Braddock Avenue NE, Buffalo, MN 55313  
Office: 763-682-7693

IN WITNESS WHEREOF, the parties have entered into this Agreement

as of this 2<sup>nd</sup> day of April, 2019.

**Wright County**

3500 Braddock Avenue NE  
Buffalo, Minnesota 55313

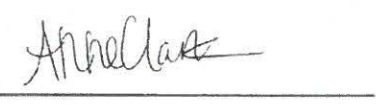
By: 

Title: County Board Chair


Attest: 

**Minnesota Off-Road Cyclists**

PO Box 19520  
Minneapolis, Minnesota 55419-0520

By: 

Title: President

Attest: 

**City of Monticello**  
505 Walnut Street  
Monticello, MN 55362

By: Billy

Title: MAYOR

Attest: Jennifer Schreiber



**AGREEMENT**  
**BETWEEN THE**  
**THREE RIVERS PARK DISTRICT**  
**AND THE**  
**MINNESOTA OFF-ROAD CYCLISTS**

INTRODUCTION AND PURPOSE

The Three Rivers Park District (Park District), and the Minnesota Off-Road Cyclists (MORC) are interested in promoting off-road bicycling as an outdoor recreation and fitness activity and in developing and maintaining quality singletrack trails for cyclists of all ability levels.

This Agreement identifies specific locations for supporting these activities, including the design and construction of technical trail features, trail construction, trail maintenance, and trail patrol activities, which MORC volunteers have agreed to provide as service to the Park District, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the Park District, with respect to the singletrack trails located at: 1) Murphy-Hanrehan Park Reserve 2) Elm Creek Park Reserve, 3) Lake Rebecca Park Reserve, and 4) Carver Park Reserve

SCOPE OF THE AGREEMENT

**Park District Properties Covered by this Agreement**

This Agreement applies to the singletrack bicycle trails located in the following parks operated by the Park District: 1) Murphy-Hanrehan Park Reserve 2) Elm Creek Park Reserve, 3) Lake Rebecca Park Reserve, and 4) Carver Park Reserve.

**Ownership of Improvements**

All improvements, constructed on the land of the Park District, shall be, and remain the property of the Park District. All materials, including records, data, and other information acquired, developed or documented under this Agreement shall be the property of the originating party, unless otherwise mutually agreed upon by both parties.

## **Term of Agreement and Process for Amendments**

The term of this Agreement shall start January 1, 2020, and extend through December 31, 2020. Thereafter, this Agreement will be automatically extended for successive calendar years unless either the Park District or MORC gives written notice to the other by October 1st preceding the automatic extension that it does not want to automatically extend this Agreement. During the term of this Agreement, either party may request an amendment to the Agreement. The party requesting the amendment will submit the proposed amendment in writing to the other party and the parties shall reasonably confer on the amendment. Any amendment to this Agreement must be in writing and signed by both parties.

## **MORC Volunteers**

Volunteers assigned to work under this Agreement are volunteers of MORC and are covered under the policies and procedures of MORC in relation to volunteer organization and management. Volunteers are not employees of or individual volunteers of the Park District, however they will receive training enabling them to represent the relationship between MORC and the Park District as contemplated by this Agreement.

## **MORC RESPONSIBILITIES**

During the term of this Agreement, the responsibilities of MORC are as follows:

1. MORC will provide technical support to the Park District in determining the location and design of technical trail features for the singletrack trail, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.
2. MORC will provide and supervise volunteers in the construction of approved technical features and alignment changes.
  - Utilize tools owned by MORC and Park District tools that may be made available by the designated Park District Maintenance Supervisor.
  - Technical trail features and trail alignment changes must conform to IMBA guidelines and Park District approved designs.
  - Train and supervise volunteers in appropriate construction techniques in accordance with IMBA guidelines.
  - Identify a crew leader and submit his or her name and contact information to the designated Park District Maintenance Supervisor.
  - Coordinate work schedule and on-site public notification, when needed, with the designated Park Maintenance Supervisor.
  - MORC volunteers may use bikes in the on-site planning and testing of technical trail features prior to official trail opening as coordinated with the Park Maintenance Supervisor.



3. MORC will provide volunteers to assist with the inspection and hand-work maintenance of the trail.
  - Seasonally submit to the Park District for approval a schedule identifying minimum timetable for trail observation/inspection.
  - Ensure that all volunteer leadership has received training in trail inspection and maintenance responsibilities as well as an orientation to the Park District; volunteer activities will be supervised by MORC leadership.
  - MORC volunteers are authorized to sculpt and/or remove downed trees found on the trail tread.
  - Perform routine maintenance activities. In the event that MORC is unable to safely and promptly address an identified issue that may create an unsafe situation, the MORC volunteer will promptly notify the Park District Maintenance Supervisor on duty.
  
4. The following rules, procedures and guidelines govern the use of chainsaws and tree removal by MORC volunteers.
  - Only individuals who MORC has designated as “chainsaw operators” will be allowed to operate chainsaws on Park District properties. Such designation will only be granted to individuals who have been trained by MORC in the safe and proper use of chainsaws.
  - No live standing trees of native species over 4 inches (except Oak trees, which shall be at 2 inches or greater) in diameter will be cut without first receiving approval from the designated Park District Maintenance Supervisor.
  - Brush and small trees that are cut should be scattered at least 10 feet off the trail and lopped up so that no portion extends more than 3 feet above the ground.
  - Large trees up to 12 inches in diameter that fall across the trail may be cut to clear passage for the bike trail but the remaining portions of the trees should be left in place provided it’s safe to do so.
  - MORC shall notify the designated Park District maintenance staff contact person when there are fallen trees greater than 12 inches in diameter that need to be cleared from the bike trail. Park District crews will be responsible for clearing such trees.
  
5. MORC will provide and supervise volunteers for the purpose of winter trail grooming, maintenance, and inspection.
  - Routine trail inspection and maintenance shall be conducted during the winter season under the same guidelines specified by the Agreement for summer season.
  - Develop, implement and evaluate winter trail grooming techniques and equipment.
  - Train and supervise volunteers in appropriate trail grooming techniques in accordance with MORC guidelines for winter trail use.
  - Identify a crew leader(s) for winter grooming who will maintain timely communication with the designated Park District Maintenance Supervisor.

6. MORC will work with the Park District in developing a routine inspection log report sheet for use by volunteers for the regularly scheduled inspections that will identify desired items for inspection and implement the use of this report sheet in the regular inspection of trails.
  - Copies of reports will be periodically submitted to the Park District Maintenance Supervisor.
7. Prior to making any significant trail alignment changes, MORC will submit recommendations to the Park District for such significant trail alignment changes that may be contemplated by MORC in carrying out the volunteer duties as outlined in the Agreement; provided that MORC may make the following trail alignment changes and such changes are not considered significant and do not need Park District approval: alignment changes that are within 10 feet of the existing trail centerline and shorter 50 feet in length, except as provided in the next sentence. Any planned reroute within 20 feet of a wetland will require Three Rivers Park District approval.
8. MORC will recommend to the Park District for consideration the types, location and language for trail directional, cautionary and informational signs and install (if requested by the Park District) such signage. The Park District will provide the signage.
9. A designated MORC representative(s) may make recommendations to the Park District's Maintenance Supervisor as to when to close and re-open trails due to poor conditions or other unforeseen circumstances observed during trail patrol or maintenance activities. The decision whether to close a trail and when to reopen a trail, as well as the physical closure and re-opening the trail, shall be conducted by the Park District in collaboration with a designated MORC representative(s).
10. MORC will provide trail patrol volunteers (Ambassadors) as an optional service to assist in monitoring trail activities and providing assistance to trail users.
  - MORC may provide volunteers identified and trained by MORC as trail patrollers to ride and monitor the trail.
  - Trail patrollers can offer assistance to trail users within the scope of their training and volunteer status under MORC.
  - Trail patrollers should call 911 for emergency assistance (Park District Police may not be the first response unit to arrive at the scene). Trail patrollers should contact Park District Police specifically for non-emergency situations such as, to report suspicious activity, uncooperative behaviors or unauthorized trail use, by calling 911 and request to be put in contact with a Three Rivers Park District Police Officer.
  - Trail patrol activities should be communicated in advance to the Park District's Park Operations Supervisor

- Provide the Park District with summary trail safety reports as generated by MORC volunteer trail patrol.
11. MORC and its volunteers shall not interfere with the enjoyment of park users and must abide by Park District Ordinances.
  12. MORC shall maintain general liability insurance with coverage of at least \$1,500,000.

### PARK DISTRICT RESPONSIBILITIES

During the term of this Agreement, the responsibilities of the Park District are:

1. The Park District will review and approve design and implementation plans for all agreed to volunteer activities.
2. The Park District will purchase materials, if needed, to be used in the construction of approved technical features.
3. The Park District will provide hand-tools for construction and maintenance activities, upon request and approval of designated Park District Maintenance Supervisor. MORC volunteers may operate mechanized power equipment for the initial construction of the technical trail features and trail re-alignments, upon approval of the designated Park Maintenance Supervisor responsible for the location for which the work applies.
4. The Park District will provide Park District maintenance staff support for approved work on a schedule agreed to by the Park District Maintenance Supervisor.
5. The Park District will provide hand tools in a locked storage unit on site and provide MORC access to the tool storage. A tool checklist will be in the storage unit. Users should record missing or damaged tools on the checklist and report to the Park District Maintenance Supervisor.
6. The Park District will review and approve recommended technical trail feature designs and trail re-alignments, construction schedules, and trail maintenance schedules.
7. The Park District will recognize MORC's contributions for trail design, technical trail feature design and construction and volunteer maintenance support in appropriate signage at an appropriate location in a manner approved by the Park District and to be coordinated through the Park Operations Supervisor.

8. The Park District will display a message about the MORC organization and event opportunities in a manner approved by the Park District at a location approved by the designated Park Operations Supervisor.
9. The Park District will authorize MORC to have an informational display/booth at each trailhead up to two times per year for the purposes of providing information about MORC memberships and mountain biking events, as approved and coordinated with the Park District Facility Operations Supervisor. MORC informational displays may also be approved for Park District permitted mountain bike races or events. Requests for a permit for direct financial solicitation (membership sales) must be approved in advance by the Board of Commissioners.
10. The Park District will authorize MORC the use of meeting room space for the purpose of conducting MORC business meetings at the Field Operation Center building located at French Regional Park in Plymouth, MN.
11. The Park District will notify MORC of trail closures or events which affect the use of the trail for posting on the MORC web site.
12. The Park District will repair and maintain the parks, including the parking areas and other features of the parks.
13. The Park District will provide public safety services, including Park Police patrols, to ensure the proper use of the parks.
14. The Park District will make all decisions as to when to close and re-open trails due to poor conditions or other unforeseen circumstances. The Park District will promptly notify MORC when any trail is closed and when any trail is re-opened.
15. The Park District will require any third party sponsoring or otherwise putting on an event using the singletrack trails within the three parks subject to this Agreement to agree to (a) repair to the IMBA standards any damage to the singletrack trails, including the surface of the trails and features, that may occur during the event, (b) maintain commercial general liability insurance covering the event with a minimum coverage of \$1,500,000, (c) name the Park District and MORC as additional insureds under the policy, (d) provide a certificate of insurance showing that the requirements of clauses (b) and (c) are satisfied to the Park District and MORC before the event occurs, and (e) obtain releases (in such form as prescribed by the Park District) from event participants releasing the Park District and MORC from any liability or damage.

#### OTHER TERMS OF AGREEMENT

## **Hold Harmless Agreement**

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this Agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the parks subject to this Agreement or the mountain bike singletrack trails within those parks under and pursuant to the Agreement.

## **Termination of Agreement**

Either party may terminate this Agreement in the event the other party is not performing its obligations under this Agreement upon 30 days prior written notice to the other party if the defaulting party has not cured its failure to perform during that 30-day notice period.

## **Entire Agreement and Amendment**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. This Agreement may be supplemented, modified or amended from time to time by the mutual written agreement of the Park District and MORC. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the applicable parties.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to principles of conflict of laws.

## **MORC Contact**

Anne Clark, President  
PO Box 19520  
Minneapolis, MN 55419-0520  
Cell: 763-232-2666  
[president@morcmtnb.org](mailto:president@morcmtnb.org)

## **Park District Contacts**

Park Maintenance Supervisor  
Elm Creek Park Reserve  
Nick Beaufeaux  
Office: 763-694-7746  
Cell: 612-490-0841  
[Nick.beaufeaux@threeriversparks.org](mailto:Nick.beaufeaux@threeriversparks.org)

Park Operations Supervisor  
Elm Creek Park Reserve  
Bruce Bolduan  
Office: 763-694-7895  
Cell: 612-290-0112  
[bruce.bolduan@threeriversparks.org](mailto:bruce.bolduan@threeriversparks.org)

Park Maintenance Supervisor  
Murphy-Hanrehan Park Reserve  
Justin Markeson  
Office: 763-559-6752  
Cell: 612-249-4920  
[Justin.markeson@threeriversparks.org](mailto:Justin.markeson@threeriversparks.org)

Park Operations Supervisor  
Murphy-Hanrehan Park Reserve  
Tom Balk  
Office: 763-694-7782  
Cell: 612-290-0102  
[tom.balk@threeriversparks.org](mailto:tom.balk@threeriversparks.org)

Park Maintenance Supervisor  
Lake Rebecca Park Reserve  
Matt Connor  
Office: 763-694-7865  
Cell: 612-490-0842  
[tom.vetsch@threeriversparks.org](mailto:tom.vetsch@threeriversparks.org)

Park Operations Supervisor  
Lake Rebecca Park Reserve  
Bri Koch  
Office: 763-694-7663  
Cell: 612-704-0770  
[bri.koch@threeriversparks.org](mailto:bri.koch@threeriversparks.org)

Park Maintenance Supervisor  
Carver Park Reserve  
Pete Hill  
Office: 763-694-7796  
Cell: 612-490-0910  
[Pete.Hill@threeriversparks.org](mailto:Pete.Hill@threeriversparks.org)

Park Operations Supervisor  
Carver Park Reserve  
Darren Dummer  
Office: 763-694-2012  
Cell: 612-290-0106  
[Darren.Dummer@threeriversparks.org](mailto:Darren.Dummer@threeriversparks.org)

Maintenance Supervisor On-Duty  
  
Nights and Weekends Contact  
763-694-7867

Trail and Technical Feature  
Coordination  
Jay Thompson  
Office: 763-694-2071  
Cell: 612-490-1594  
[Jay.thompson@threeriversparks.org](mailto:Jay.thompson@threeriversparks.org)

Agreement Administration  
Luke Skinner, Assoc. Super.  
3000 Xenium Lane North  
Plymouth, MN 55441  
Office: 763-383-2536  
Cell: 612-368-5328  
[luke.skinner@threeriversparks.org](mailto:luke.skinner@threeriversparks.org)

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of this  
\_\_\_\_\_22\_\_\_\_\_ day of \_\_\_\_\_January\_\_\_\_\_, 2020.

**Three Rivers Park District**  
3000 Xenium Lane North  
Plymouth, Minnesota 55441

**Minnesota Off-Road Cyclists**  
PO Box 19520  
Minneapolis, Minnesota 55419-0520

By: 

By: 

Luke Skinner

Anne Clark

Title: Associate Superintendent

Title: President

# **Memorandum of Agreement**

**BETWEEN THE**

**City of Woodbury, MN**

**AND THE**

**MINNESOTA OFF-ROAD CYCLISTS**

## INTRODUCTION AND PURPOSE

The City of Woodbury, MN and the Minnesota Off-Road Cyclists (MORC) are interested in promoting off-road bicycling as an outdoor recreation and fitness activity and in developing and maintaining quality off-road cycling trails for cyclists of all ability levels.

This Agreement identifies specific locations for supporting these activities, including the design and construction of technical trail features, trail construction, trail maintenance, and trail patrol activities, which MORC volunteers have agreed to provide as service to the City of Woodbury, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the City of Woodbury, with respect to the off-road cycling trails located at Carver Lake Park.

## SCOPE OF THE AGREEMENT

### **City of Woodbury Properties Covered by this Agreement**

This Agreement applies to the off-road cycling trails located at Carver Lake Park (3175 Century Ave. S., Woodbury, MN 55125)

### **Ownership of Improvements**

All improvements, constructed on City of Woodbury park property, shall be, and remain the property of the City of Woodbury. All materials, including records, data, and other information acquired, developed or documented under this Agreement shall be the property of the originating party, unless otherwise mutually agreed upon by both parties.



## **Term of Agreement and Process for Amendments**

The term of this Agreement shall start June 1, 2017 and extend through December 31, 2020. It is further provided, however that either party may terminate this agreement by providing written notice of termination with an effective date of termination no sooner than sixty (60) days following service of such notice. During the term of this Agreement, either party may request an amendment to the Agreement. The party requesting the amendment will submit the proposed amendment in writing to the other party and the parties shall reasonably confer on the amendment. Any amendment to this Agreement must be in writing and signed by both parties.

## **MORC Volunteers**

Volunteers assigned to work under this Agreement are volunteers of MORC and are covered under the policies and procedures of MORC in relation to volunteer organization and management. Volunteers are not employees of or individual volunteers of the City of Woodbury, however they will receive training enabling them to represent the relationship between MORC and the City of Woodbury as contemplated by this Agreement.

## **MORC RESPONSIBILITIES**

During the term of this Agreement, the responsibilities of MORC are as follows:

1. MORC will provide technical support to the City of Woodbury in determining the location and design of technical trail features for the off-road cycling trail, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.
2. MORC will provide and supervise volunteers in the construction of approved technical features and alignment changes.
  - Utilize tools owned by MORC and City of Woodbury tools that may be made available and approved by the designated City of Woodbury Parks Supervisor.
  - Technical trail features and trail alignment changes must conform to IMBA guidelines and City of Woodbury approved designs.
  - Train and supervise volunteers in appropriate construction techniques in accordance with IMBA guidelines.
  - Identify a crew leader and submit his or her name to the designated City of Woodbury Parks Supervisor.
  - Coordinate work schedule and on-site public notification, when needed, with the designated Parks Supervisor.
  - MORC volunteers may use bikes in the on-site planning and testing of technical trail features prior to official trail opening as coordinated with the Parks Supervisor.

3. MORC will provide volunteers to assist with the inspection and hand-work maintenance of the trail.
  - Seasonally submit to the City of Woodbury for approval a schedule identifying minimum timetable for trail observation/inspection.
  - Ensure that all volunteers have received training in trail inspection and maintenance responsibilities as well as an orientation to the City of Woodbury.
  - MORC volunteers are authorized to sculpt and/or remove downed trees found on the trail tread.
  - Perform routine maintenance activities. In the event that MORC is unable to safely and promptly address an identified issue that may create an unsafe situation, the MORC volunteer will promptly notify the City of Woodbury Parks Supervisor or Parks staff on duty.
  - No site improvements, grading, or land disturbance work shall be done without the express approval of the Woodbury Parks Department.
  
4. The following rules, procedures and guidelines govern the use of chainsaws and tree removal by MORC volunteers.
  - Only individuals who MORC has designated as "chainsaw operators" will be allowed to operate chainsaws on City of Woodbury properties. Such designation will only be granted to individuals who have been trained by MORC in the safe and proper use of chainsaws.
  - No live standing trees of native species over 4 inches (except Oak trees, which shall be at 2 inches or greater) in diameter will be cut without first receiving approval from the designated City of Woodbury Parks Specialist.
  - Brush and small trees that are cut should be scattered at least 10 feet off the trail and lopped up so that no portion extends more than 3 feet above the ground.
  - Large trees up to 12 inches in diameter that fall across the trail may be cut to clear passage for the bike trail but the remaining portions of the trees should be left in place provided it's safe to do so.
  - MORC shall notify the designated City of Woodbury Parks Supervisor when there are fallen trees greater than 12 inches in diameter that need to be cleared from the bike trail. City of Woodbury crews will be responsible for clearing such trees.
  
5. MORC will provide and supervise volunteers for the purpose of winter trail grooming, maintenance, and inspection.
  - Routine trail inspection and maintenance shall be conducted during the winter season under the same guidelines specified by the Agreement for summer season.
  - Develop, implement and evaluate winter trail grooming techniques and equipment.
  - Train and supervise volunteers in appropriate trail grooming techniques in accordance with MORC guidelines for winter trail use.
  - Identify a crew leader(s) for winter grooming who will maintain timely communication with the designated City of Woodbury Parks Supervisor.

6. MORC will work with the City of Woodbury in developing a routine inspection log report sheet for use by volunteers for the regularly scheduled inspections that will identify desired items for inspection and implement the use of this report sheet in the regular inspection of trails.
  - Copies of reports will be periodically submitted to the City of Woodbury Parks Supervisor.
7. Prior to making any trail alignment changes, MORC will submit recommendations to the City of Woodbury. Any planned reroute within 20 feet of a wetland will require City of Woodbury written approval.
8. MORC will recommend to the City of Woodbury for consideration the types, location and language for trail directional, cautionary and informational signs and install (if requested by the City of Woodbury) such signage. The City of Woodbury will provide the signage.
9. A designated MORC representative(s) may make recommendations to the City of Woodbury's Parks Supervisor as to when to close and re-open trails due to surface conditions or other unforeseen circumstances observed during trail patrol or maintenance activities. The decision whether to close a trail and when to reopen a trail shall be made by the City of Woodbury Parks Department.
10. MORC will provide trail patrol volunteers (Ambassadors) as an optional service to assist in monitoring trail activities and providing assistance to trail users.
  - MORC may provide volunteers identified and trained by MORC as trail patrollers to ride and monitor the trail.
  - Trail patrollers can offer assistance to trail users within the scope of their training and volunteer status under MORC.
  - Trail patrollers should call 911 for emergency assistance (City of Woodbury Police may not be the first response unit to arrive at the scene). Trail patrollers should contact City of Woodbury Police specifically for non-emergency situations such as, to report suspicious activity, uncooperative behaviors or unauthorized trail use, by calling 911 and request to be put in contact with City of Woodbury Police Officer. MORC volunteers are not to engage in rules enforcement or police functions.
  - Trail patrol activities should be communicated in advance to the City of Woodbury's Parks Supervisor.
  - Provide the City of Woodbury with summary trail safety reports as generated by MORC volunteer trail patrol.
11. MORC must have all trail crew leaders complete volunteers forms with the city of Woodbury on an annual basis beginning each calendar year.
12. MORC and its volunteers shall not interfere with the enjoyment of park users and must abide by City of Woodbury Ordinances.

13. MORC must provide the City with an updated Certificate of Insurance each year.
14. MORC will provide documentation of any training it requires or provides its lead volunteers.

### CITY OF WOODBURY RESPONSIBILITIES

During the term of this Agreement, the responsibilities of the City of Woodbury are:

1. The City of Woodbury will review, comment and have the right to approve design and implementation plans for all agreed to volunteer activities.
2. The City of Woodbury will purchase materials, if needed, to be used in the construction of approved technical features.
3. The City of Woodbury will loan hand-tools for construction and maintenance activities, upon request and approval of designated City of Woodbury Parks Supervisor. MORC volunteers may operate mechanized power equipment for the initial construction of the technical trail features and trail re-alignments, upon approval of the designated Parks Supervisor responsible for the location for which the work applies.
4. The City of Woodbury will provide maintenance staff support for approved work on a schedule agreed to by the City of Woodbury Parks Supervisor.
5. The City of Woodbury will provide a locked storage unit on site and provide MORC access to the tool storage. A tool checklist will be in the storage unit.
6. The City of Woodbury will review, comment and have the right to approve recommended technical trail feature designs and trail re-alignments, construction schedules, and trail maintenance schedules.
7. The City of Woodbury will publically recognize MORC's contributions for trail design, technical trail feature design and construction and volunteer maintenance support in appropriate signage at an appropriate location in a manner approved by the City of Woodbury and to be coordinated through the Parks Supervisor.
8. The City of Woodbury will display a message about the MORC organization and event opportunities in manner approved by the City of Woodbury at a location approved by the Parks Supervisor.
9. The City of Woodbury will authorize MORC to have an informational display/booth at each trailhead up to two times per year for the purposes of providing information about MORC memberships and mountain biking events, as approved and coordinated with the City of Woodbury Parks Supervisor.



MORC informational displays may also be approved for City of Woodbury permitted mountain bike races or events. Requests for a permit for direct financial solicitation (membership sales) must be approved in advance by the City of Woodbury Parks and Recreation Department.

10. The City of Woodbury will notify MORC of trail closures or events which affect the use of the trail for posting on the MORC web site.
11. The City of Woodbury will repair and maintain the parks, including the parking areas and other features of the parks.
12. The City of Woodbury will provide public safety services, including police patrols, to ensure the proper use of the parks.
13. The City of Woodbury will make all decisions as to when to close and re-open trails due to poor conditions or other unforeseen circumstances. The City of Woodbury will promptly notify MORC when any trail is closed and when any trail is re-opened.
14. The City of Woodbury will require any third party sponsoring or otherwise putting on an event using the off-road cycling trails within the park subject to this Agreement to agree to (a) repair to the IMBA standards any damage to the off-road cycling trails, including the surface of the trails and features, that may occur during the event, (b) maintain commercial general liability insurance covering the event with a minimum coverage of \$1,500,000, (c) name the City of Woodbury and MORC as additional insureds under the policy, (d) provide a certificate of insurance showing that the requirements of clauses (b) and (c) are satisfied to the City of Woodbury and MORC before the event occurs, and (e) obtain releases (in such form as prescribed by the City of Woodbury) from event participants releasing the City of Woodbury and MORC from any liability or damage.

#### OTHER TERMS OF AGREEMENT

##### **Hold Harmless Agreement**

Each party agrees that it will be responsible for its own acts, and that of its volunteers, and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents, volunteers or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents, volunteers or employees under this Agreement, for any injury, loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents, volunteers or its own employees, while occupying or visiting the park subject to this Agreement or the off-road cycling trails within the park under and pursuant to the Agreement.

## **Termination of Agreement**

Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.

## **Entire Agreement and Amendment**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. This Agreement may be supplemented, modified or amended from time to time by the mutual written agreement of the City of Woodbury and MORC. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the applicable parties.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to principles of conflict of laws.

## **MORC Contacts**

Matt Andrews, Executive Director  
PO Box 19520  
Minneapolis, MN 55419-0520  
Cell: 612-272-8271  
[matt.andrews@morcmtnb.org](mailto:matt.andrews@morcmtnb.org)

## **City of Woodbury Contacts**

Recreation Manager  
Reed Smidt  
Office: 651-714-3588  
Cell: 763-232-2666  
[reed.smidt@woodburymn.gov](mailto:reed.smidt@woodburymn.gov)

Parks Supervisor  
Paul Griffin  
Office: 651-714-3732  
Cell: 651-600-7670  
[paul.griffin@woodburymn.gov](mailto:paul.griffin@woodburymn.gov)

Assistant Parks and Recreation Director  
Mike Adams  
Office: 651-414-3435  
[mike.adams@woodburymn.gov](mailto:mike.adams@woodburymn.gov)

Assistant Parks Supervisors  
Kevin Burshten / Amy Howard  
Kevin Office: 651-414-3487  
Kevin Cell: 651-307-3445  
Amy Office: 651-414-3486  
Amy Cell: 651-285-4810  
[kevin.burshten@woodburymn.gov](mailto:kevin.burshten@woodburymn.gov)  
[amy.howard@woodburymn.gov](mailto:amy.howard@woodburymn.gov)

Operations Supervisor  
Jodi Sauro  
Office: 651-714-3581  
[Jodi.sauro@woodburymn.gov](mailto:Jodi.sauro@woodburymn.gov)

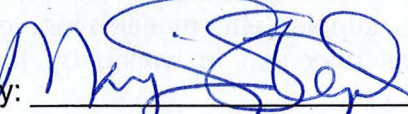


IN WITNESS WHEREOF, the parties have entered into this Agreement as of this

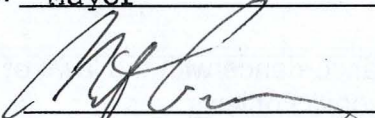
01st day of August, 2017.

**City of Woodbury**

8301 Valley Creek Road  
Woodbury, MN 55125

By: 

Mary Giuliani Stephens  
Title: Mayor

By: 

Clinton P. Gridley  
Title: City Administrator

Attest: Kimberly Blaeser

**Minnesota Off-Road Cyclists**

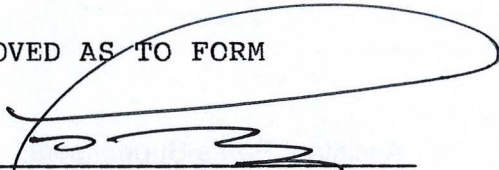
PO Box 19520  
Minneapolis, Minnesota 55419-0520

By: Matt Andrews

Title: Executive Director

Attest: Samuel Howard

APPROVED AS TO FORM

By:   
Mark Vierling  
City Attorney

Dated: August 10, 2017



## **STAFF REPORT**

PARKS COMMISSION

DATE: 09/21/2020

**TO:** Parks Commission  
**FROM:** Ben Prchal, City Planner  
**AGENDA ITEM:** **Goldridge Group PUD Concept Plan (Hudson Boulevard and Julia Avenue)**  
**REVIEWED BY:** Ken Roberts, Planning Director  
Sarah Sonsalla, City Attorney  
Ben Prchal, City Planner  
Jack Griffin, City Engineer

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### **BACKGROUND:**

Mr. Brad Coats, representing the Goldridge Group, is requesting approval of a concept planned unit development (PUD) for the property located on the north side of Hudson Boulevard, west of Julia Avenue (9400 Hudson Boulevard). The proposed concept PUD would have 3 apartment buildings with a total of 178 units. The Concept PUD Plan also shows a 2.24 acre parcel in the southeast corner of the site for preschool/childcare center known as the Goddard School. (Please refer to the attached narratives and maps for more information about this proposal).

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### **ISSUES BEFORE THE PARKS COMMISSION:**

The Commission is respectfully being requested to review and provide feedback to the developer, and make a recommendation to the City Council for the concept PUD as it pertains to park land or park fund dedication.

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### **GENERAL INFORMATION:**

*Applicant:* Goldridge Group (Brad Coats), 310 Pinnacle Way, Suite 300, Eau Claire, Wisconsin 54701  
*Property Owner:* DPS-Lake Elmo, LLC of 6007 Culligan Way, Minnetonka, MN 55345  
*Location:* North of Hudson Boulevard, west of Julia Avenue  
*PID#:* 3402921340012  
*Request:* Concept PUD Plans approval  
*Site Area:* 14.15 gross acres  
*Land Use Guidance:* 2040 Comprehensive Plan – Mixed Use Commercial  
*Zoning:* RT - Rural Development Transitional  
*Proposed Zoning:* MU-C PUD (Mixed Use Commercial/PUD)  
*Surrounding Land Use Guidance:* Commercial to the west, Urban Medium Density Residential (future townhouses) to the North, High-density residential (The Springs) across Julia Avenue to the east, and Hudson Boulevard and I-94 to South.  
*History:* The property has been used as rural vacant land with a pole building used storage and possibly as a homestead. A large portion of the eastern part of the site is covered in trees.

*Deadline for Action:* Application Complete – 8/14/2020  
60 Day Deadline – 10/12/2020  
Extension Letter Mailed – No  
120 Day Deadline –

*Applicable Code:* Article 12 – Urban Residential Districts  
Article 18 – Planned Unit Development Regulations  
Chapter 153 – Subdivision Regulations  
§150.270 Storm Water, Erosion, and Sediment Control

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## **CONCEPT PUD PLAN REVIEW**



**PUD Review Process.** The City Code for PUD's requires several steps in the project review and approval process. Section 154.758 of the City Code provides all the details about the review process and steps. The Planning Commission held a public hearing, which took place on August 24<sup>th</sup>, 2020, and both the Parks Commission and Planning Commission comments will be provided to the City Council.

**PROPOSAL DETAILS/ANALYSIS:**

The proposed mixed-use development will be located on the property located on the south west intersection of Hudson Boulevard and Julia Avenue. The proposed development would have a mix of land uses including 3 apartment buildings (with a total of 177 market rate rental units) and a preschool/child care center located on about 2.24 acres in the southeast corner of the site. The development is proposed as a PUD because the developer is requesting flexibility from the strict zoning regulations of the MU-C zoning district by having a mix of land uses, by having 3 residential buildings on one lot, by having reduced setbacks for parking areas and to increase the allowed residential density through the use of amenity points.

A short summary of the applicant's submission to the City includes the following components:

Concept Plan Overview. The two attached narratives include a general overview of each of the elements in the project with additional details concerning some of the unique aspects of the proposed PUD.

**Consistency with Proposed MU-C District.** The proposed development will require City approval of a Zoning Map Amendment to rezone the property to Mixed Use Commercial (MU-C) (from the current RT (rural transition)) zoning designation. As such, staff reviewed the proposed General PUD Concept Plan against the standards including setbacks, impervious coverage, etc. of the Mixed Use Commercial zoning district.

<b>Standard</b>	<b>MU-C Required</b>	<b>Proposed</b>
Impervious Surface Maximum	75%	37%
Minimum Lot Width	60 feet	1,000 feet on Hudson Blvd.
Minimum Lot Area (per Unit)	1,500 square feet	2,619 square feet
Front Yard Setback	20 feet	40 feet
Interior Side Yard	10 feet	100 feet
Corner Side Yard	10 feet	40 feet
Rear Yard Setback (Building)	20 feet	70 feet
Parking Setback (from residential zones) (rear yard)	35 feet	19 feet
Parking	Not to be located in the front yard or between the front façade and street.	Parking is located in front of the proposed child care center, though this parking lot design is consistent the design of parking lots for commercial/office buildings and would not be parking for the residential buildings on the site.
Open space	300 square feet of common open space provided per unit.	Undetermined – but it appears there is at In this case, at least 1,332 square feet per unit. (Total lot area – Impermeable area = open space) with 30,808 square feet of that area being playgrounds, recreation areas, gardens and common areas between buildings.

**Site Data (Residential Portion).** The entire subdivision/PUD area is 14.15 gross acres. Of the 14.15 gross acres, the developer is proposing to develop 10.64 acres with 177 apartment units (in three 3-story buildings) with associated amenities and recreation facilities. The proposed residential element of the PUD would have with a net density of 16.64 du/acre.

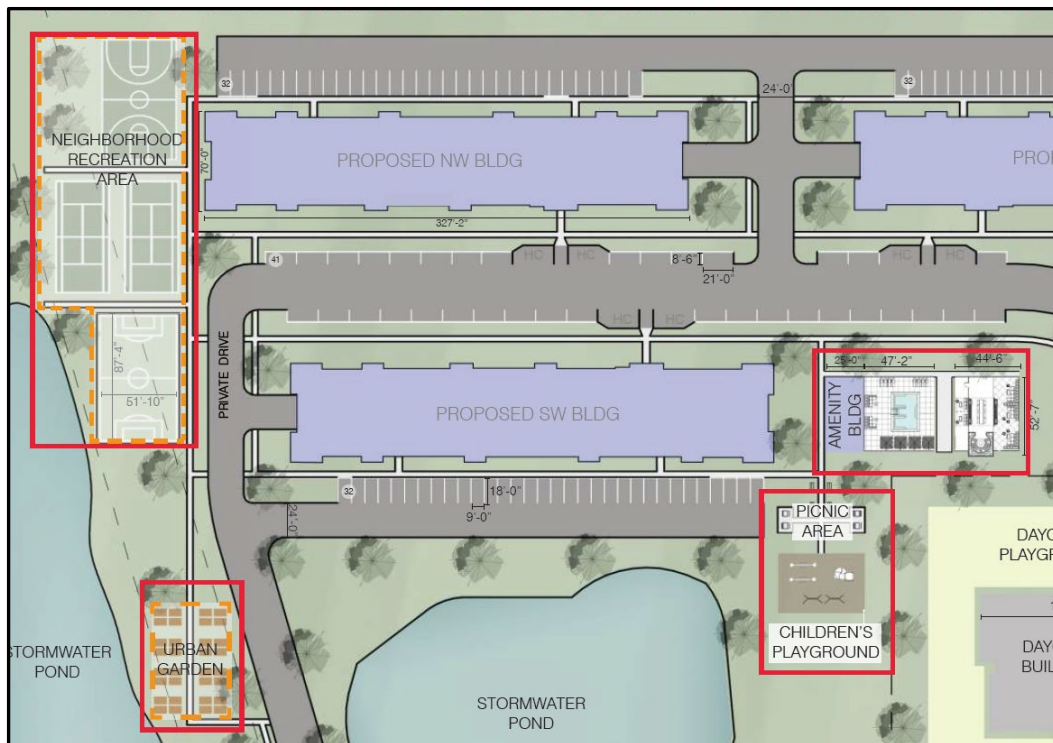
**Site Data (Goddard School)** The PUD also includes a private preschool/child care center called the Goddard School that would be on 2.24 acres located on the southeast corner of the site. This plan includes a 11,500 square foot building designed for up to 188 children and staff, outdoor play grounds, 54 parking spaces and room for another 52 parking spaces near Julia Avenue if needed.

**Site Plan Details.** The proposed site plan includes 3 apartment buildings with 59 units each and underground (structure) parking for 58 vehicles, 137 surface parking spaces, an approximately 1,300 square foot amenity building (including bathrooms, changing rooms, lounging area, a kitchen area and office space for onsite management), and an outdoor pool with patio area. The plans also show an outdoor grilling area, a children’s playground, recreation areas for basketball, soccer, pickle ball and tennis and garden plots for the residents.

**Proposed Amenities.** The City’s PUD ordinance requires the developer to provide amenities with their projects for increased density. In this case, because the applicant is proposing a housing density of about 15.6 units per acre, the developer will need to provide amenities with the project to justify the increased housing density above the allowed density range 10-15 units per acre of the MU-C land use designation. The developer has outlined in the narrative the following amenities they would include in this PUD. Staff has not included all of their proposed amenities but instead has only included those that were specific to parks:

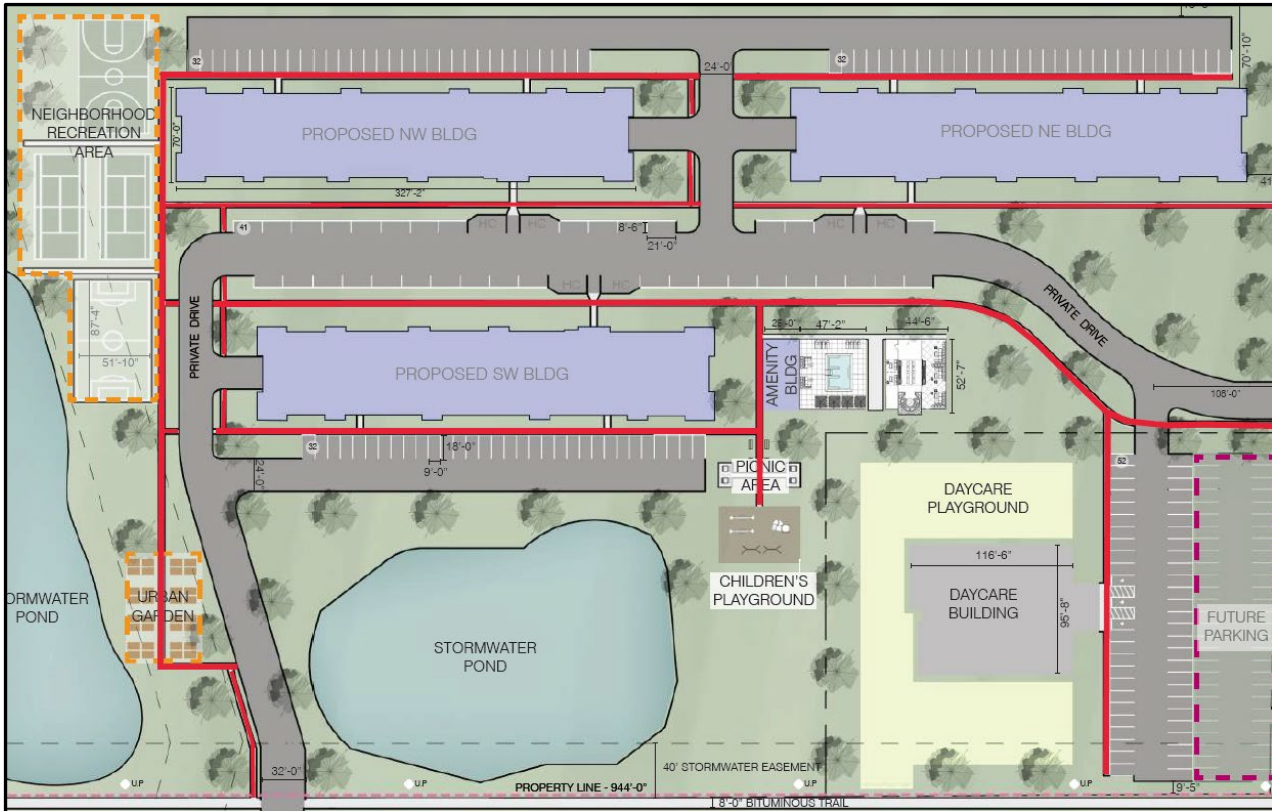
1. An outdoor pool with a patio area
2. An 1,868 square-foot grilling plaza
3. Children’s playground
4. Play areas for basketball, pickle ball, and soccer
5. Sidewalks connecting the elements throughout the site
6. Urban Garden

It should also be known that the proposed amenities would be private to the development.



**Sidewalks.** The City’s standard street detail requires a 6 foot wide public sidewalk be constructed on one side of any public street. The proposed concept plan shows private driveways and roads internal to the site with a series of sidewalks connecting the buildings to the site amenities, to a sidewalk along Julia Avenue and to the trail along Hudson Boulevard.

**Trails.** The Comprehensive Plan’s Trail Plan shows a road separated planned trail along Julia Avenue along the east side of the development. The proposed site plan for this PUD shows a six-foot-wide concrete sidewalk along Julia Avenue. The trail Comprehensive plan also shows an on road striped should trail connection along Hudson Blvd. Staff believes this should be reviewed further to consider a degree of separation. The City should require the developer to install the planned trail(s), sidewalks and a crosswalk with pedestrian ramps where needed as part of this development.



**Park Dedication Criteria:**

The City Code outlines the type of land that is considered acceptable for park dedication (Section 153.15 Park Land Dedication Requirements).

*153.15 Parkland Dedication Requirements.*

(C) *Land acceptability.* The City must approve the location and configuration of any park land which is proposed for dedication and shall take into consideration the suitability of the land and for its intended purpose; the future needs of the City for parks, playgrounds, trails, or open space; and the recommendations of the City’s Parks Commission. The following properties shall not be accepted for park land dedications:

- (1) Land dedicated or obtained as easements for streets, sewer, electrical, gas, storm water drainage and retention areas, or other similar utilities and improvements;
- (2) Land which is unusable or of limited use; and/or
- (3) Land within a protected wetland or within a flood plain area unless the Council determines that all of the following criteria are satisfied:
  - (a) Would be in the best interests of the general public;
  - (b) Would be valuable resource for environmental preservation, educational, or habitat preservation purposes;
  - (c) Has an exceptional aesthetic value; and
  - (d) Would not become financially burdensome to the City as a result of maintenance or preservation requirements.

The proposed development does not propose a public park but does provide recreation for its residents throughout. Staff views this as a positive as there is a high density of residents in the Southern portion of the City with relatively small parks. For example Hammes Park and Ivywood Park, which are around 2 acres in size both serve a large developments.

With the proposed development consisting of 14.15 acres, and the required parkland dedication for the Mixed Use – Commercial zoning district is 10%. The required amount of the fees would be 10% of the purchase price of the property, which has yet to be determined. The physical park dedication requirement for a 14.15 acre development would be 1.42 acres of parkland. Though the City can accept a combination of both land and fee or just fees.

The developer has not identified any areas for public park land dedication within the development but has identified open space areas for play, recreation and gardening on the Concept PUD totaling about 0.75 acres. These include the recreation and playground areas and the urban garden. These areas/amenities are part of the proposed open space as required by the PUD Ordinance. It would not be a recommendation of City staff that the City consider any of these private amenities for public park land dedication. With that in mind the City should consider fee in lieu of land.



**RECOMMENDATION:**

Staff is recommending that the Parks Commission recommend approval of the PUD Concept Plan as proposed by the Goldridge Group for the property located on the north side of Hudson Boulevard, west of Julia Avenue subject to the following conditions:

1. That all trails and sidewalks (public and private) be located outside of storm water ponding areas and wetland buffer zones.
2. That a bituminous trail be installed along Hudson Boulevard and a six-foot-wide concrete sidewalk along the Julia Avenue as part of this development.
3. That the Preliminary Plat and PUD Plans submittal include accurate open space and impervious surface calculations.
4. That the Preliminary Plat and PUD Plans submittal include a complete tree inventory and tree preservation/replanting and landscape plans to be reviewed and approved by the City’s Landscape Architect.
5. That the developer provide the City fees in lieu of park land dedication as may be recommended by the Parks Commission and as required by Section 153.14 with future final plat.

**FISCAL IMPACT:**

There would be no fiscal impact to the City at this time. Concept Plan approval does not afford the applicant development rights. When the property develops, it will have urban services and will pay sewer and water connection charges, building permit fees and the like that the developer and/or contractors will pay.

If park dedication fees are accepted the City will receive 10% of the land value in park dedication payment.

**RECOMMENDED FINDINGS:**

Based on the above comments and analysis, Staff is recommending that the Parks Commission recommend approval of the PUD Concept Plan as described above. Staff is making these recommendations based on the following findings:

1. The developer has provided park amenities, however, with the amenities being privately owned and maintained by the development the City cannot accept them or provide credit to the developer. The City will need accept park dedication payment in lieu of land to satisfy the park dedication requirements of the Zoning Code.
2. With none of the internal trail or sidewalks being public the City does not find that a trail dedication credit can be applied to the development. Furthermore, the trails that are required along Hudson Blvd. and Julia Ave. are required improvements, which would not allow them to qualify for trail credit.

**RECOMMENDATION:**

Staff recommends that the Parks Commission recommend to the City Council that the City collect park dedication payment instead of physical land.

*“Motion to recommend approval of the PUD Concept Plan with the acceptance of park dedication funds in lieu of physical land supported by the cited findings.”*

**ATTACHMENTS:**

1. Project Narratives dated August 12, 2020 (3 pages)
2. Site Plan and Map
3. Parks Trails and Open Space map from 2020 Comprehensive plan



# RIDGE

*apartments*

## PUD / CONCEPT PLAN REQUEST – August 12, 2020



The Proposed Site for Ridge Apartment Community is located on Julia Ave & Hudson Blvd between Inwood and Keats exits on the north side of I 94. Goldridge Companies proposes a market rate apartment community on the 10.64 Acre Site.

Site: 10.64 Acres  
177 Apartments – (Market Place Rentals)  
Three 3-story Buildings (84,500 sq. ft each building) with Underground Parking and 59 Apartments with 58 underground parking spaces in each building  
Total Enclosed Parking: 174 spaces  
Total Surface Parking: 137 spaces

The Apartments will have a mix of studio's, 1 & 2 Bedroom apartments and workout room sitting on 10.64 Acres with underground parking in each of the 3 Buildings. Each Building's exterior is a blend of cement lap siding, cement shingle's & panels with the lower portion of each building being stone as shown in the Elevation drawing.

The Apartment site also will have an Amenity Building with bathrooms, changing rooms, large screen TV, kitchen area, lounging area and office for onsite management. Contiguous to the Amenity Building is a swimming pool with a large Patio area and outdoor grilling Patio. The Amenity Building is centrally located near all 3 Apartment Buildings.

The Picnic Area is south of the Amenity Building and will have benches, picnic tables and an area for Swing Sets and outdoor play equipment.

Recreational area: Will have basketball court, Pickle ball and tennis courts with a large area for youth activities such as soccer, baseball, touch football etc.,

Urban Gardens: The Urban Garden area can be as large as 50,000 sq ft subject to demand

All Apartments will have sidewalks that connect to all recreational and amenity area's which will feed onto the trails and sidewalks on Julia Ave and Hudson Boulevard.

**Description of Amenity Area's & Amenity Points**

Underground Parking	under apartment buildings	174 stalls	(requesting 10 points)
Amenity Building	25' X 52'	1,300 square feet	
Patio Pool Area	57' X 52'	2,990 square feet	
Grilling Plaza	35' X 52'	1,868 square feet	(requesting 5 points)
Childrens Playground		3,750 square feet	(requesting 10 points)
Picnic Area		2,911 square feet	
Neighborhood Recreation/Urban Garden		30,808 square feet	(requesting 10 points)
All Amenity areas are connected throughout the 12.85 Acre Project with 6' concrete sidewalks which connects to the 8' Bituminous Hudson Blvd Trail (requesting 5 points)			

The proposed land use is consistent with the 2040 Comprehensive Plan for Future Land Use designation of Mixed Use-Commercial (MU-C). The site will require rezoning from Rural Development Transitional (RT) to Urban High Density Planned Unit Development (HDR-PUD). The MU-C designation allows for up to 15 units per acre. Goldridge is requesting approval of a density of 17 units per acre by adding Amenity Area's for Amenity Points as described above.

From the 2040 Lake Elmo Comprehensive Plan:

**Housing Diversity**

A community that has a diverse supply of housing is one that includes different tenures (rental and ownership), types (single-family, townhome and apartment), price points, sizes and styles. This residential mix can accommodate the needs of a wide variety of households at different life stages, incomes and family types.

Furthermore, it provides more options as resident housing needs vary over time due to changes in age, income, housing preference, family structure, or abilities. In turn, this enables people to move into a community and remain in it as they experience these life changes while staying close to their established social support networks.

Goldridge Companies has designed this site with many amenities that complement the RIDGE Apartment Community Project and Lifestyles in the Area.



THE

**GODDARD SCHOOL**®

FOR EARLY CHILDHOOD DEVELOPMENT

**PUD / CONCEPT PLAN REQUEST – August 12, 2020**



The Proposed Site for the new Goddard School is located on the southwest corner of Julia Ave and Hudson Blvd between Inwood & Keats exits on the north side of I 94.

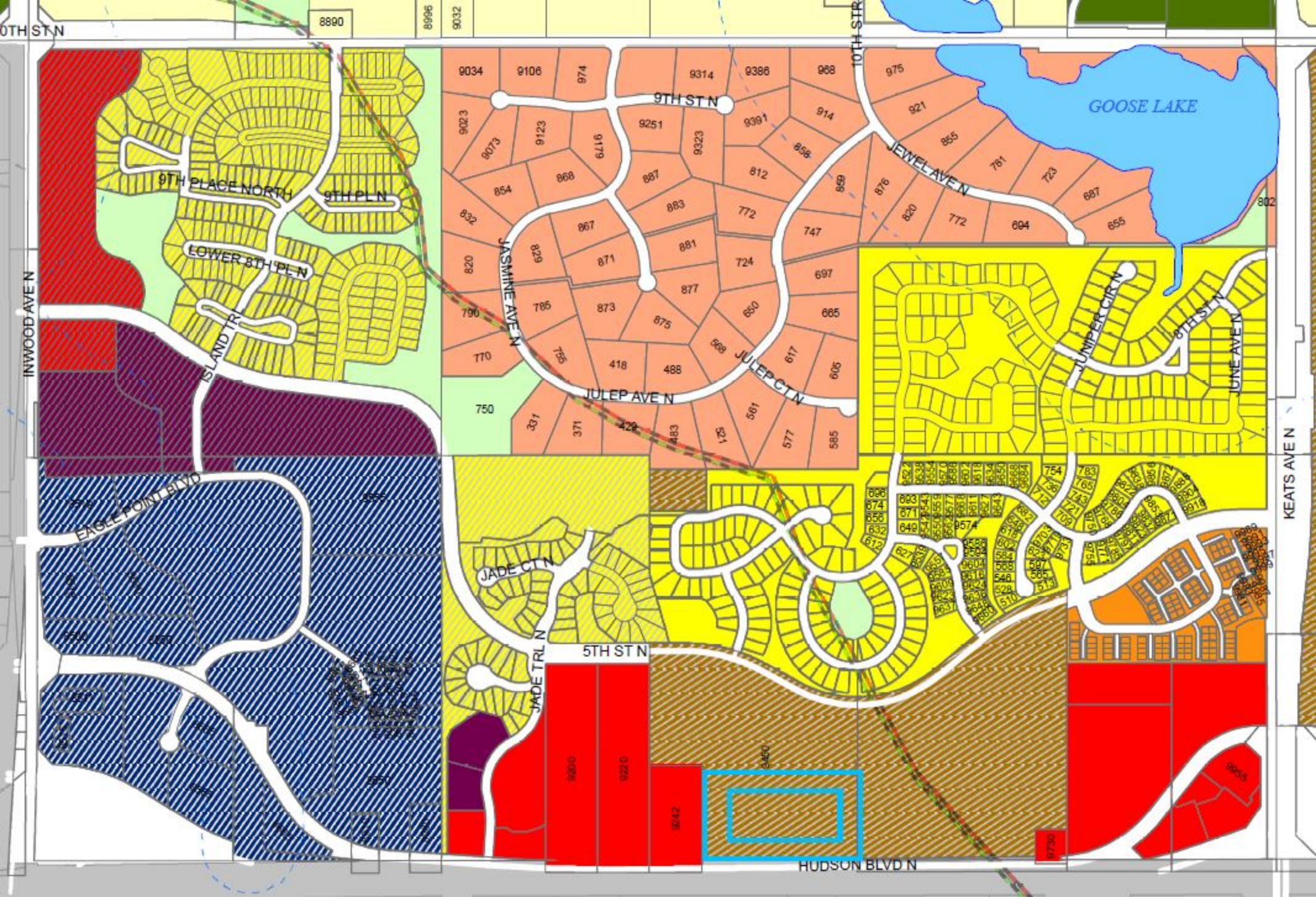
Goddard School is a Premier Private Preschool/Child Care Center which currently licenses 525 schools in 38 states. This location will offer Safe & Healthy Childcare the same as it does in Woodbury. The building will have a Zono Sanitizing Cabinet which kills 99.99% of common viruses + on non-porous surfaces and 99.99% of common bacteria on non-porous and semi-porous surfaces, including body lice, bed bugs & Norovirus. The cabinet has an integrated mobile rack system for sanitizing almost all items in the classroom such as Toys, Legos, dolls, wooden blocks, cards, puzzles napping cots & mats. Every Classroom is sanitized every day. This product was approved for use in childcare facilities by the Washington County Department of Health.

Goddard Schools Play-Based Program Gives Children The Skills For Long-Term Success! Learn More Now. Nurturing Environment. Highly-Trained Faculty. Nationally Accredited. Enrichment Programs. STEAM Learning. (Science, technology, engineering, arts and mathematics).

Types: Pre-Kindergarten Program, Infant Program, Toddler Program, Preschool Program, Summer Program and Summer Camp.

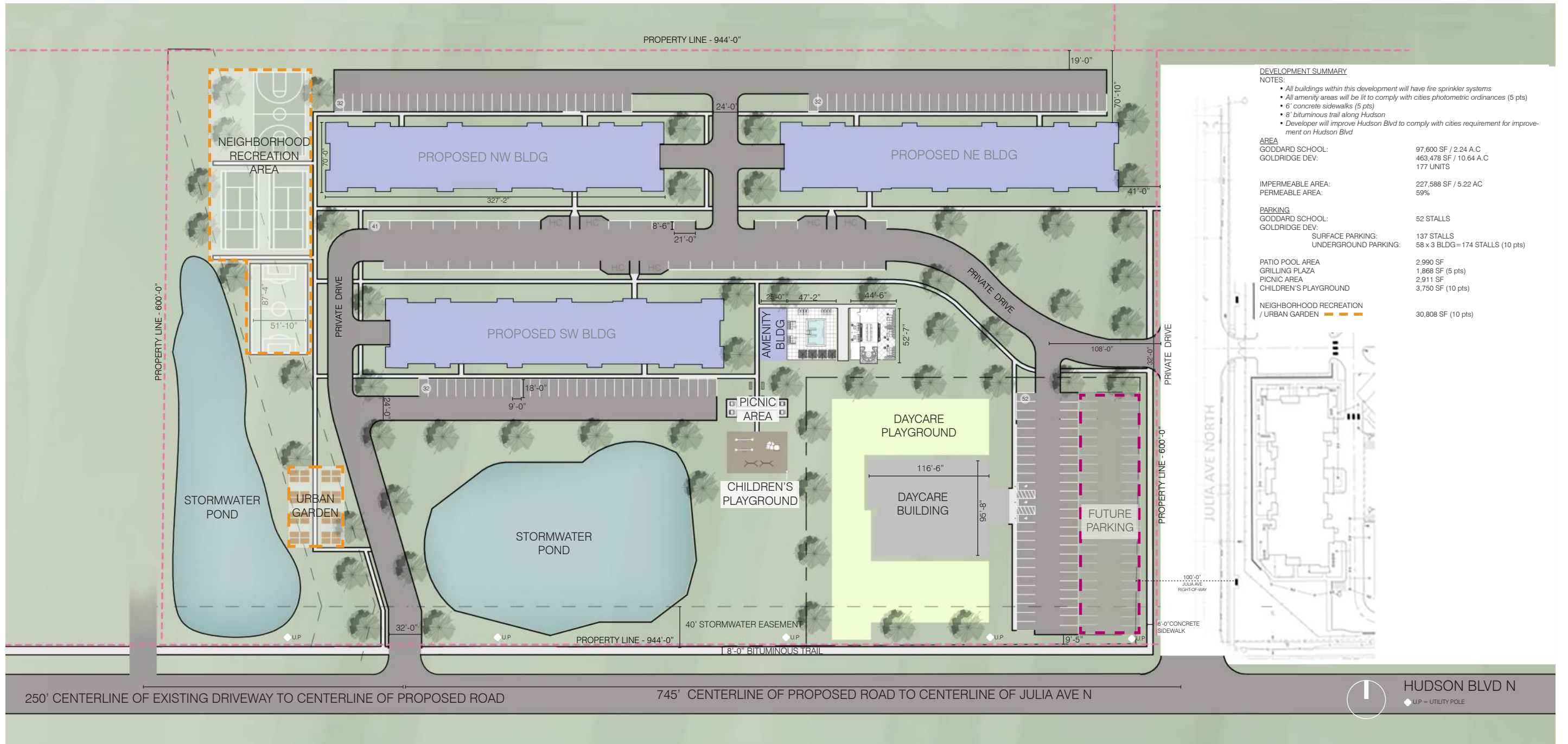
Site: 2.24 Acres      Building: 11,500 sq. ft.      Playgrounds: 23,000 sq. ft.  
School Occupancy: Up to 188 children + Staff      Ages: 6 weeks to 10 years of age  
Future Parking: 54 more parking spaces to accommodate building expansion.







# SITE PLAN



**DEVELOPMENT SUMMARY**

**NOTES:**

- All buildings within this development will have fire sprinkler systems
- All amenity areas will be lit to comply with cities photometric ordinances (5 pts)
- 6" concrete sidewalks (5 pts)
- 8' bituminous trail along Hudson
- Developer will improve Hudson Blvd to comply with cities requirement for improvement on Hudson Blvd

AREA	Area	Area
GODDARD SCHOOL:	97,600 SF / 2.24 A.C	
GOLDRIDGE DEV:	463,478 SF / 10.64 A.C	177 UNITS
IMPERMEABLE AREA:	227,588 SF / 5.22 AC	
PERMEABLE AREA:	59%	
PARKING		
GODDARD SCHOOL:	52 STALLS	
GOLDRIDGE DEV:	137 STALLS	
SURFACE PARKING:	58 x 3 BLDG=174 STALLS (10 pts)	
UNDERGROUND PARKING:		
PATIO POOL AREA	2,990 SF	
GRILLING PLAZA	1,868 SF (5 pts)	
PICNIC AREA	2,911 SF	
CHILDREN'S PLAYGROUND	3,750 SF (10 pts)	
NEIGHBORHOOD RECREATION / URBAN GARDEN	30,808 SF (10 pts)	

# CONCEPTUAL IMAGE





CONCEPTUAL DESIGN

DATE 03/03/20

PROJECT NO. 11-116-0419

DRAWING SCALE 1/8" = 1'-0"

NO.	REV.	DATE	DESCRIPTION



PROJECT VIZ

**THE GODDARD SCHOOL**  
 FOR EARLY CHILDHOOD DEVELOPMENT  
 LAKE ELMO, MN

PREP BY  
 Preliminary Colors  
 Front Elevation

PREP NUMBER  
**A1.1**  
 OF 1



PRELIMINARY FRONT ELEVATION (SOUTH)

1/8" = 1'-0"