



*Our Mission is to Provide Quality Public Services in a Fiscally Responsible Manner in Partnership with our Community.*

## **NOTICE OF MEETING**

**City of Lake Elmo Parks Commission  
3880 Laverne Avenue North  
April 15, 2024  
6:30 p.m.**

### **AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approve Minutes
  - a) March 18<sup>th</sup>, 2024
5. Public Comment
6. Demontreville Playset Replacement
7. Ridge Park Review
8. Park Tree Planting
9. Communications
  - a) Future Agenda Items
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.*

**City of Lake Elmo Parks Commission Minutes**  
**March 18, 2024**

**Members Present:** Commissioners Kastler, Hoelscher, Esch, Elam, and Barrett

**Absent:** Commissioner Bloyer

**Staff Present:** Assistant Public Works Director Swanepoel and Interim Administrator Clark Schroeder

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

**Approval of Agenda**

**Hoelscher motioned to approve the agenda with correction to the year on the minutes, Elam provided a second; no discussion. Unanimously approved 5-0.**

**Approval of Minutes**

**Hoelscher motioned to approve the February 21, 2024 Parks Commission Minutes as presented, Esch provided a second; no discussion. Motion passed unanimously 5-0.**

**Public Comments**

Susie Dunn, 11018 Upper 33rd ST N, provided comments and concerns regarding Lions Park.

**Sunfish Star Gazing Event**

Verity Davis, program coordinator for Sunfish Lake Park, provided information on upcoming events. Commission expressed concern regarding night parking and thanked her for providing educational programming.

Tony Manzara, 5050 Kirkwood, provided comments regarding lighting for the parking lot.

**Barrett moved to recommend to City Council the request to extend Sunfish Lake Park hours until 10:30pm on October 19, 2024, with October 26<sup>th</sup> being considered to host a Star Gazing Event, Elam provided a second; discussion. Motion passed unanimously 5-0.**

**Greenway Trail**

Connor, Senior Planner with Washington County, presented project updates. Commission had questions and provided comments.

**Pebble Park Playground Replacement**

Assistant Public Works Director Swanepoel presented. Commission discussed playground options.

**Esch moved to recommend to City Council the request to purchase and install a playground set at Pebble Park and to recommend option 3 with the addition of two 2 benches and exploration of removing the voice tube not to exceed 121,000 dollars, Barrett provided a second; no discussion. Unanimously passed 5-0.**

**Tablyn Park Parking**

Assistant Public Works Director Swanepoel presented. Commission provided comments and had questions.

**Esch motioned to table the agenda item of Tablyn Park Parking until after Tablyn Park Amenities agenda item, Hoelscher provided a second; no discussion. Motion approved 5-0.**

**Tablyn Park Amenities**

Assistant Public Works Director Swanepoel presented. Commission discussed current park amenities. Consensus was to not have redundancy in city parks, to remove the basketball court, decide on best course for the ballfield after the pinwheel has been approved by council, keep the open field space, decide

on play structure when it is due for replacement in 2026 – such as replacing it with the dome structure or a fitness park, and would like to see a shade structure in the lower part of the park.

**Hoelscher moved to recommend to the city council the proposed extension of the parking lot at Tablyn Park, Elam provided a second; discussion. Motion passed 5-0.**

**Communications**

- a) Ridge Park is the next park walk through.
- b) The donated park bench in Sunfish Lake Park went up today and it looks great.
- c) Fencing started last week in the dog park and benches are installed. Looking at opening in May.
- d) Saturday, April 6<sup>th</sup> scheduled clean up at Lions Park by Lake Elmo Baseball.

**Kastler adjourned the meeting at 8:47 PM**

Respectfully Submitted  
Rebecca McGuire, Deputy Clerk



## STAFF REPORT

DATE: 04/15/2024

### **Motion**

**TO:** Parks Commission  
**AGENDA ITEM:** Demontreville Park Playground Replacement  
**FROM:** Adam Swanepoel, Assistant Public Works Director  
**SUBMITTED BY:** Marty Powers, Public Works Director

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### **BACKGROUND:**

Demontreville play set was originally installed in 1990 and has exceeded its lifespan. At the December 2023 Parks Commission meeting, commissioners elected to move forward with planning and design of a new play set at Demontreville Park. Recommendations for Demontreville Park were to design a park to serve kids ages 5-12+, incorporate an active play course, add additional benches or seating and incorporate a concrete boarder around the play area.

### **ISSUE BEFORE THE COMMISSION:**

Would the Parks Commission like to recommend one of the following playset options to City Council?

### **PROPOSAL DETAILS/ANALYSIS:**

Flagship Recreation and MWP Recreation have both provided options for a playset which incorporates the recommendations made by the Park Commission.

Option 1: by Flagship Recreation includes a single post swing, a multiple structure incorporating active fitness climbers and a dome climber. Additional seating and shade area are also included. This area is approximately 43x78. Total equipment cost for this project is \$89,392.67.

Option 2: by MWP Recreation, offers a multiple climbing track, balance beam and cargo wall. This area is approximately 40x80, includes seating and 16x16 ft. shade. Total equipment cost for this project is \$90,000.

Option 3: by Flagship Recreation offered a play structure with slides that also included multiple active fitness activities. Including a portal climber and pod climber and swings. Total equipment cost for this project is \$89,984.77.

If the commission decides to move forward with one of the three options, staff recommends considering additional funds be used to purchase, seed, drain tile, shade trees and incorporate a trail from the parking lot to the play structure and basketball court. Staffs estimate these cost to be about \$10,000.

### **FISCAL IMPACT:**

Fiscal impacts are outlined in the 2024-2033 Capital Improvement Plan (CIP). CIP items are funded though the Parks Dedication Fund while Operations and Maintenance items are funded through the Public Works Budget. The current CIP has \$125,000 toward the playset.

### **RECOMMENDATION:**

Staff recommends the following motion:



“Move to recommend to City Council the request to purchase and install a new playground set at Demontreville Park with option “\_\_\_” and incorporate the recommendations by staff not to exceed \$100,000.

**ATTACHMENT:**

- Flagship Recreation Playground Options
- MWP Recreation





Demontreville Park - Option 1

LakeElmo\_Demontreville 040424 Opt 1 • 4.8.2024



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Welcome



Demontreville Park - Option 1

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Demontreville Park - Option 1

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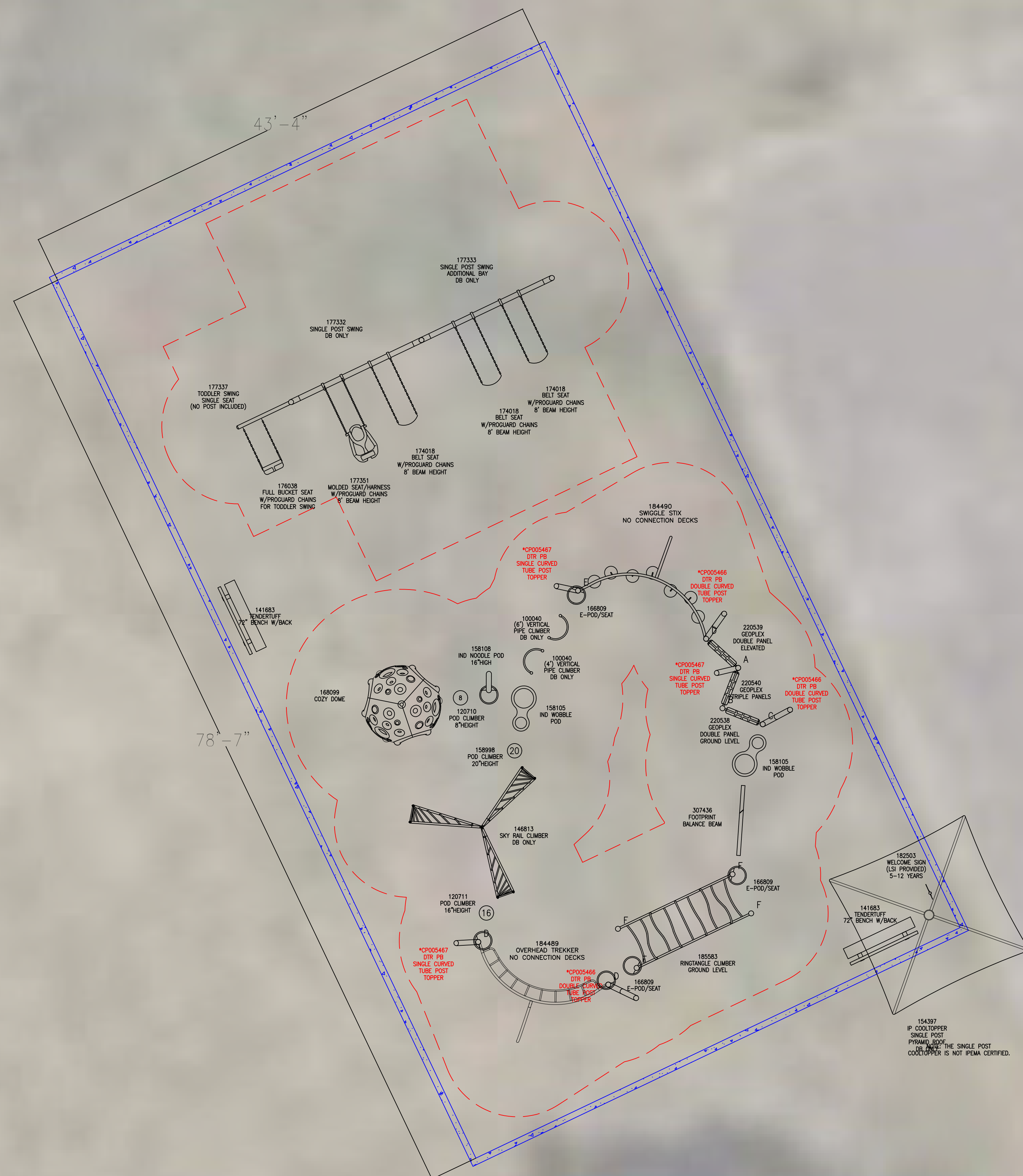
Demontreville Park - Option 1

LakeElmo\_Demontreville 040424 Opt 1 • 4.8.2024



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### CONTAINER DETAILS

TOTAL CONTAINER AREA	3404 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	3404 SF
TOTAL PERIMETER	248 LF
EDGING TYPE	6"X12" CONCRETE CURB
FINISH GRADE	TOP OF CURB

**\*\*SITE PREPARATION REQUIREMENTS:**

- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
- NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
- DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
- NO DRAINAGE AGGREGATE PRE-INSTALLED
- NO FABRIC PRE-INSTALLED
- MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION



**FLAGSHIP RECREATION**  
 11123 UPPER 33RD ST N  
 LAKE ELMO, MN 55082  
 763-550-7860  
 FLAGSHIPPLAY.COM  
 @FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS  
 DESIGNED FOR AGE RANGES AS NOTED  
 ON PLAN.

## DEMONTREVILLE PARK PLAYGROUND OPTION 1

5700 Highlands Trail N  
 Lake Elmo, MN

**SALES REPRESENTATIVE:**  
 EMILY MALONEY

**DESIGNED BY:**  
 AO  
 4/5/24

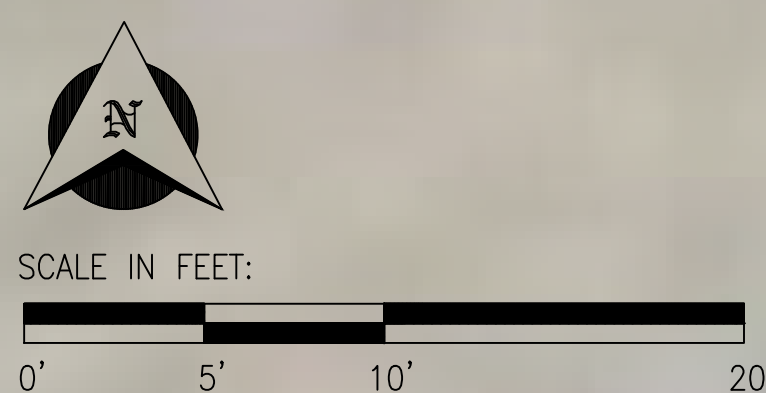
**3/16" = 1'-0"**

SHEET

# LS101

### 5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	21	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	12	REQUIRED	12



C:\Users\Ake anderson\OneDrive\Flagship Recreation - Documents\2024 Planning\Emily\Lake Elmo - Demontreville\2024.04.04 Design Revision Option 1\LakeElmo\_Demontreville\_040424\_Opt1.dwg



City of Lake Elmo  
 3800 Laverne Avenue North  
 Lake Elmo, Minnesota 55042  
 Adam Swanepoel, Assistant Public Works Director

OPTION 1

**PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE**

	Preliminary Budget	Possible Additions	Possible Reductions	QTY	Notes
<b>Play Equipment</b>					
Demontreville Park Opt 1,EM706	61,723.30				2024 List Price of Equipment
State Contract #218091	(3,703.40)			6%	(6% discount under \$80,000 & 8% discount \$80,000 & above)
Sales Tax - if applicable	0.00				ST3 Certificate of Exemption must be provided by owner.
<b>Delivery of Play equipment</b>	650.00				Estimated / Final quote will be provided upon final design.
<b>Mobilization</b>	750.00				
Dumpster(s) - 30 Yard	750.00				Disposal of packaging material
Per Diem	0.00				Estimated / final quote will be provided. \$50 per day/per worker & lodging
<b>Site work</b>					
Demo of Existing Equipment & Excavation (existing container)	0.00			0	BY OWNER - OWNER TO SET DESIRED FINISH GRADE BY EXCAVATING 12" BELOW IT
Hauling of Excavated Material (CY)	0.00			0	NOT INCLUDED
Disposal of Excavated Material (CY)	0.00			0	NOT INCLUDED
<b>Border Options</b>					
Concrete Border Straight (LF)	11,239.49			248	Standard 6" W x 12" D.
<b>Equipment Installation (Labor &amp; Concrete for Footings)</b>	11,323.45			19.52%	Full professional installation by Landscape Structures Certified Installers. <b>Standard labor rate unless otherwise noted</b>
<b>Concrete Flatwork</b>					
Concrete Flatwork (Sq. Ft.)	0.00			0	NOT INCLUDED
<b>Subgrade Prep &amp; Engineered Wood Fiber Surfacing (EWF)</b>					
Drainage Aggregate - Pea Rock or Concrete Sand (Tons)	0.00			0	NOT INCLUDED
Drain Tile (LF)	0.00			0	NOT INCLUDED
GeoTextile Fabric (Sq. Ft.)	0.00			0	NOT INCLUDED
EWF - Playground Safety Surfacing (CY)	6,659.83			148	IPEMA Certified Playground Surfacing - Meets the standards of ASTM, ADA & CPSC
Rubber Wear Mats	0.00			0	NOT INCLUDED
Site Restoration (Sq.Ft.)	0.00			0	NOT INCLUDED
	<b>Budget Total</b>	<b>Total Additions</b>	<b>Total Reductions</b>		<b>Total w/ Additions &amp; Reductions</b>
	89,392.67	0.00	0.00		89,392.67





**Terms & Conditions**

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

**Project Scope** *(This Section For Quotes Including Installation)*

**Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

**Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

**Acceptance of Quotation:**

<b>Accepted By (Print)</b>	Adam Swanepoel, Assistant Public Works Director	<b>PO#:</b>	
<b>Signature:</b>		<b>Email:</b>	ASwanepoel@lakeelmo.org
<b>Title:</b>		<b>Phone:</b>	
<b>Date:</b>		<b>Purchase Amount:</b>	\$58,669.90



Date 4/8/2024  
 Expires 4/18/2024  
 Quote: City of Lake Elmo  
 Contact: Adam Swanepoel, Assistant Public Works Director  
 Phone: 651-747-3946  
 Email: [ASwanepoel@lakeelmo.org](mailto:ASwanepoel@lakeelmo.org)



<b>Ship To:</b> Demontreville Park Opt 1 5700 Highlands Tr N Lake Elmo, MN 55042	<b>Please Make PO's &amp; Contracts Out To:</b> Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042
<b>Bill To:</b> City of Lake Elmo 3800 Laverne Avenue North Lake Elmo, Minnesota 55042	<b>Please Remit Payment To:</b> Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042

We are pleased to submit this proposal to supply the following products/services:

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE	
		Demontreville Park Opt 1,EM706DPO340445390			
1	MOB	Mobilization		\$750.00	
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)		\$750.00	
0	SITE WORK	Demo of Existing Equipment & Excavation (existing container)		By Owner	
0	SITE WORK	Hauling of Excavated Material (CY)		By Owner	
0	SITE WORK	Disposal of Excavated Material (CY)		By Owner	
248	BORDER	Concrete Border (6"W x 12"D)		\$11,239.49	
1	INSTALL	Playground Installation by Landscape Structures Certified Installers	19.52%	\$11,323.45	
148	SURFACING	Engineered Wood Fiber (EWF) & Installation		\$6,659.83	
187	RESTORE	Site Restoration		By Owner	
				Subtotal	\$30,722.77
				Freight	
				Sales Tax	Tax Exempt Cert
				Total	\$30,722.77

Quotes from Flagship Recreation. are subject to current Flagship Recreation policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship Recreation

**State Contract #218091**

**\*Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

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- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
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- Bonding of Any Type
- Permits of Any Kind

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<b>Accepted By (Print)</b>	Adam Swanepoel, Assistant Public Works Director	<b>PO#:</b>	
<b>Signature:</b>		<b>Email:</b>	ASwanepoel@lakeelmo.org
<b>Title:</b>		<b>Phone:</b>	
<b>Date:</b>		<b>Purchase Amount:</b>	\$30,722.77



**EQUIPMENT COLOR SIGN OFF**  
**Demontreville Park Opt 1**



Please sign below if you approve of the colors represented in the photo above.

**Colors**  
**As Shown**

**Customer Signature:** \_\_\_\_\_

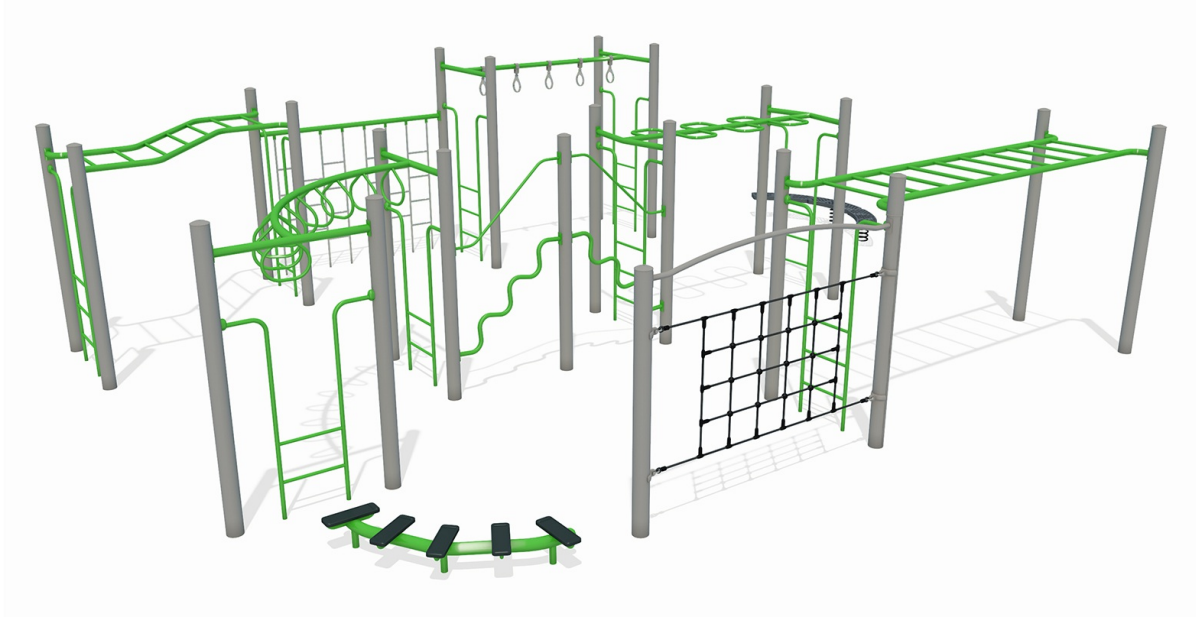
**Date:** \_\_\_\_\_



A PLAYCORE Company

Model Number:

OC21002



## KidCourse 1700

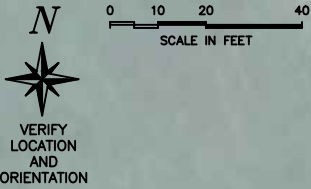
We took everything we learned from inventing outdoor obstacle courses and made them more compact and affordable. KidCourse utilizes commercial playground equipment that's compliant with ASTM standards for ages 5 to 12 and creates fun, exciting obstacle courses for parks, schools, and other youth organizations.

## SPECIFICATIONS

Model Number:	OC21002
Fall Height:	8' (2.44 m)
Use Zone:	38'-0" x 46'-0" (11.58m x 14.02m)
Age Group:	5 to 12 Years

GameTime offers a limited lifetime warranty on uprights, hardware, and connections. Visit [gametime.com/warranty](https://gametime.com/warranty) for full warranty information.





45.03159-92.943721

Please Initial & Sign the Final Top View:

While it is our intention to install our playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant playground. Drain tile systems other than within 4' of the perimeter along drain aggregate base material may require installing after the installation of the play equipment and must be coordinated with installation of safety surface materials. Failure to prepare site(s) to these expectations may result in additional charges if installer is required to re-mobilize. Please contact MN WI Playground if you have any questions.

Maximum depth of safety surface and drain aggregate base should not exceed an 18" depth and shall not be installed until play equipment has been installed.

SCALE: 1" = 40'-0"



Sold & Distributed By:



P.O. Box 27328, Golden Valley, MN 55427  
 763-546-7787 1-800-622-5425  
 Fax 763-546-5050  
 E-Mail info@mwprecreation.com

DeMontreville Park  
 Lake Elmo, MN

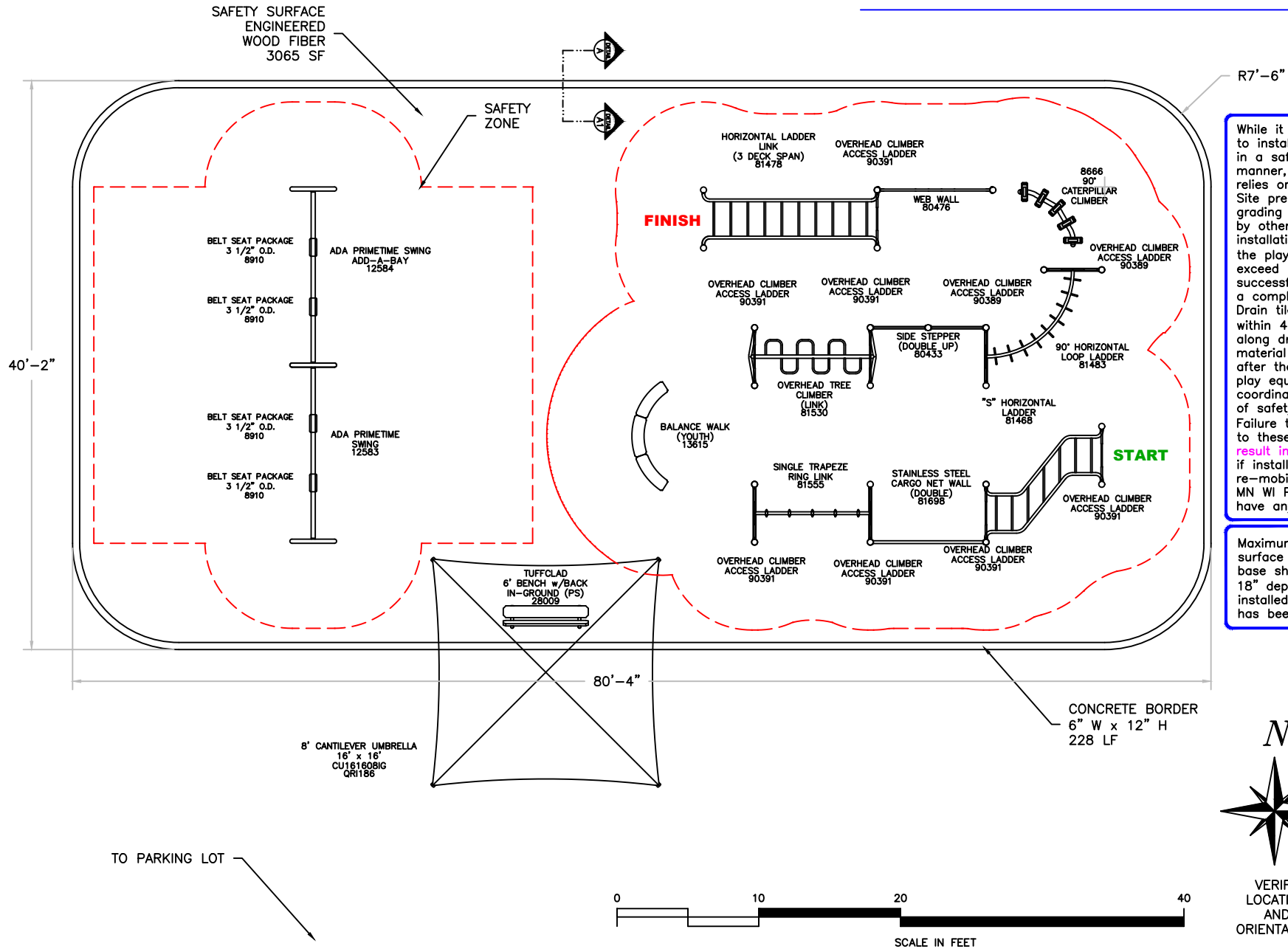
THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

3/21/2024

DWG. D12140G

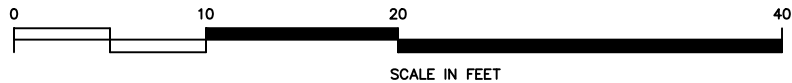
THIS PRINT IS THE PROPERTY OF MINNESOTA WISCONSIN PLAYGROUND INC. AND IS NOT TO BE USED, COPIED OR REPRODUCED WITHOUT THEIR EXPRESSED WRITTEN PERMISSION.

Please Initial & Sign the Final Top View:



While it is our intention to install your playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant playground. Drain tile systems other than within 4' of the perimeter along drain aggregate base material may require installing after the installation of the play equipment and must be coordinated with installation of safety surface materials. Failure to prepare site(s) to these expectations may result in additional charges if installer is required to re-mobilize. Please contact MN WI Playground if you have any questions.

Maximum depth of safety surface and drain aggregate base should not exceed an 18\"/>



SCALE: 1" = 10'-0"  
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Mfg. By:  
  
 Enriching Childhood Through Play.

Sold & Distributed By:



P.O. Box 27328, Golden Valley, MN 55427  
 763-546-7787 1-800-622-5425  
 Fax 763-546-5050  
 E-Mail info@mwprecreation.com

THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

DeMontreville Park  
 Lake Elmo, MN

3/21/2024

DWG. D12140G





CONSULTANT: JON GILBERTSON

# I - D12140G - DeMontreville Park - Lake Elmo, MN

City of Lake Elmo  
Attn: Adam Swanepoel  
3800 Laverne Avenue N.  
Lake Elmo, MN 55042  
Phone: 651-747-3946  
aswanepoel@lakeelmo.org

Ship to Zip 55042

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Install - Installation of Play Equipment- Include layout and digging for footings Includes assembly and installation of play equipment Includes geo-textile fabric installation Includes spreading of EWF	\$15,500.00	\$15,500.00
1	CONC	Other - Concrete Curb- 6" W x 12" H concrete curb, 228 linear feet	\$10,800.00	\$10,800.00
			<b>Sub Total</b>	\$26,300.00
			<b>Total</b>	<b>\$26,300.00</b>

### Comments

- City is responsible for excavation as necessary
- City is responsible to provide flat and level site with less than 1% grade change
- City is responsible to accept, unload and store equipment as necessary
- City is responsible to provide dumpster for disposal of packaging materials

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.





CONSULTANT: JON GILBERTSON

## I - D12140G - DeMontreville Park - Lake Elmo, MN

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.





CONSULTANT: JON GILBERTSON

## I - D12140G - DeMontreville Park - Lake Elmo, MN

### Project Scope:

Please note, installation is based on site being ready prior to our arrival to install play equipment as well as site conditions that have been conveyed to our organization by the owner/owner's representative and/or ideal conditions existing for a timely completion of your project as quoted. Unless addressed prior to the installation quote being issued or specifically mentioned herein, any issues that arise that impede the progress/completion of your project as quoted will result in additional charges.

Weather can change project scheduling in many ways. Take rain for an example. Day, or days, before rain... If weather forecasts show a high percentage chance for rain that will effect the site conditions, a postponement may be in order. Digging holes, laying certain surfacing materials, etc., are greatly affected by weather conditions and work may not begin/continue due to weather forecasts. There's the rain days themselves, which if heavy enough rainfall occurs, makes a site unworkable. Day, or days, after rain... Drying time will be needed after rain and the number of days needed will vary depending on amount of moisture received. One actual rain day may equal multiple delay days depending on work scheduled to be done.

#### + INCLUSIONS +

- + One mobilization
- + Public utility locates only
- + Concrete curb to contain play area
- + Installation of equipment as outlined on quote # 104802-01-03
- + Marking and digging of footings holes to accept direct embedment supports as needed
- + Unpacking of play equipment
- + Assembly of play equipment
- + Concrete for footings as needed
- + Pouring of concrete for footings
- + Geo-textile fabric layer
- + Engineered wood fiber (EWF) surfacing
- + Spreading of EWF
- + Disposal of packaging material (dumpster to be provided by City)
- + Construction tape/temporary bracing (as needed)
- + Standard insurance offerings
- + Standard warranty offerings
- + Standard industry accepted labor wages

#### - EXCLUSIONS -

- Clear access path up to and into play area for installation equipment (minimum of 8-foot wide, includes but not limited to gates, walkways, driveways, etc.)
- Staging area for materials and installation equipment, trailers, etc.
- Unobstructed space for maneuvering installation equipment as well as performing work
- Security fencing of any type
- On site security personnel
- If fencing is in place (by others), ability to unlock fencing is to be provided to our office a minimum of one week prior to our start
- Private utility locates such as, but not limited to, irrigation, fiber optics, private lighting, etc.
- Accepting, unloading and storage of order(s)/shipment(s) prior to installation. Please note, orders can be packaged/shipped in large crates, pallets, etc., requiring heavy-duty equipment to unload.
- Sitework of any kind such as, but not limited to, grading (play area to have max slope of 1%), site restoration, drainage, etc.
- Removal of existing play equipment, border, safety surfacing, etc.
- Backfill and compaction of backfill after removal of existing items (for footing holes as an example) that leave voids in area (marking and digging of new footing holes based on workable site)
- Digging in compacted sub-surfaces, rock, hard pan, tree roots, unstable soil conditions, etc.
- Restoration of compacted sub-surfaces for playground surfacings such as, but not limited to, poured-in-place rubber, rubber tiles, artificial turf, etc.
- Digging/maneuvering in sand, pea gravel, mud, etc.
- Offsite removal of spoils from footing holes (can be stockpiled near play area for owner/owner's representative removal or spread within play area)
- Removal of temporary braces, caution/construction tape, etc. (Can be removed and disposed of after concrete has cured.)





CONSULTANT: JON GILBERTSON

## I - D12140G - DeMontreville Park - Lake Elmo, MN

- Bonding of any type
- Permits of any kind
- Prevailing, Davis Bacon, Union, or similar, wages
- Restroom facilities. Please provide access to restrooms whether within a building or portable style. Should use of site facilities not be available, additional charges will be required to bring on site temporary/portable restrooms. These temporary facilities will be removed once your project has been completed.
- Short term maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. To help set up short (and ongoing) term maintenance, use the first twelve months to regularly check equipment (such as, but not limited to, tightening hardware, checking moving features, etc.). Twelve months allows use in all seasons and will provide a better understanding of what will be necessary for your ongoing maintenance. This short term schedule will be based on the amount of use the play equipment is getting as well as the type of play event that is being played on. Activities with movement have a more dynamic play which can lead to more maintenance due to the nature of the motion but also because these types of play events tend to be more popular. Static features may require less attention during the short term and ongoing maintenance as inspections will determine frequency of maintenance needed for these events. There may be a need for scheduled lower and higher frequency inspections.
- Ongoing maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. After short term maintenance period is done and data is collected for that time period, an ongoing schedule should be implemented. The ongoing maintenance can change with age and greater use. There may be a need for scheduled lower and higher frequency inspections.

Should weekend work be necessary or non-standard hours be worked, please provide a site contact and the best telephone number to reach this person in case an urgent matter arises requiring immediate attention.

(Name) \_\_\_\_\_  
 (Cell) \_\_\_\_\_  
 (Other Telephone Number) \_\_\_\_\_

Installations for 2023-2024: Your requested installation time frame for 2023 has been noted but please keep in mind, completion of projects such as yours, as outlined in the project scope herein, cannot be guaranteed at this time. Should you wish us to attempt to have your project completed with special circumstances taken into consideration, please telephone your company contact to discuss alternate installation processes and costs. Some tasks, like unloading your order/shipment and storing your shipment, can help in completing your project. If your project is not installed in 2023, it will be scheduled as the weather and/or install calendar allows in 2024. As always, weather plays a major role in scheduling installations and will affect completion of projects. For 2024, as with other years, an estimated installation start date will be around May 1st, but again, this cannot be guaranteed as weather can be unpredictable.

Wet Site Conditions: installation areas located near wetlands, where a high water table exists or in any environment that produces excessive moisture will require additional planning prior to installation of your project. Unless excessively wet conditions have been conveyed prior to installation quote and accounted for in some manner, your installation will not proceed. Ideal dry conditions need to be present to begin, and complete, your project as quoted.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.





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## I - D12140G - DeMontreville Park - Lake Elmo, MN

**Order Information:**

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

Company: \_\_\_\_\_ Project Name: \_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Tel: \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Purchase Amount: **\$26,300.00**





CONSULTANT: JON GILBERTSON

## M - D12140G - DeMontreville Park - Lake Elmo, MN

City of Lake Elmo  
 Attn: Adam Swanepoel  
 3800 Laverne Avenue N.  
 Lake Elmo, MN 55042  
 Phone: 651-747-3946  
 aswanepoel@lakeelmo.org

Ship to Zip 55042

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - KidCourse 1700 - #OC21002	\$38,727.19	\$38,727.19
		(1) 8666 -- 90 Deg Caterpillar F/S		
		(1) 13615 -- Balance Walk		
		(1) 80433 -- Side Stepper-DbI Up		
		(1) 80476 -- Web Wall, Freestanding		
		(1) 81468 -- Shoriz Ladder Link		
		(1) 81478 -- Horiz Ladder Link 147"		
		(1) 81483 -- 90 Deg Loop Ladder Link		
		(1) 81530 -- Overhead Tree Climber Lnk		
		(1) 81555 -- Single Trapeze Link 98"		
		(1) 81698 -- Ss Double Cargo Net Wall		
		(13) 90268 -- 10' Upright, Alum		
		(3) 90269 -- 11' Upright, Alum		
		(2) 90389 -- 2'-0" Overhead Climber Access Ladder		
		(7) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(4) G90268 -- 10' Upright, Galv		
		(1) G90269 -- 11' Upright, Galv		
1	QRI186	GT-Shade - GTCU161608IG CANTI UMB 16X16X8 W/GLD	\$8,006.00	\$8,006.00
1	RDU	GameTime - 8' ADA PrimeTime Swing Set	\$4,589.00	\$4,589.00
		(4) 8910 -- Belt Seat 3 1/2"Od(8910)		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
1	EFW	Other - Engineered Wood Fiber Safety Surface- 162 CY 12" depth	\$3,800.00	\$3,800.00
2	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$1,147.00	\$2,294.00
1	28009	GT-Site - 6' P/S Bench W/Back Inground	\$1,025.00	\$1,025.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
			<b>Sub Total</b>	\$58,530.19
			<b>Freight</b>	\$5,169.77





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## M - D12140G - DeMontreville Park - Lake Elmo, MN

Quantity	Part #	Description	Unit Price	Amount
			Total	\$63,699.96

### Comments

City is responsible for excavation as necessary  
 City is responsible to provide flat and level site with less than 1% grade change  
 City is responsible to accept, unload and store equipment as necessary  
 City is responsible to provide dumpster for disposal of packaging materials

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to polices in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by GameTime will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.





CONSULTANT: JON GILBERTSON

## M - D12140G - DeMontreville Park - Lake Elmo, MN

GameTime Standard Product Shipment: order shall ship within eight to ten weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

EWf Shipment: order shall deliver within 14 - 21 days after our receipt and acceptance of your purchase order as well as schedule and weather allowing. Bulk material will ship via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. If driver is asked to deposit EWF in certain area, driver has final say whether the site conditions allow proper access for the semi-truck/trailer. If MWP is installing EWF, bulk material will need to be deposited no farther than 30 yards from play area where surfacing is to be spread. If distance from deposited EWF to play area is greater than 30 yards, additional time/cost will be charged based on lack of site access. Additionally, this 30 yard route to install EWF must be free from any/all obstacles such as, but not limited to, landscaping, curbing, fencing, etc. Site restoration is not included and will be the responsibility of the owner/owner's representative. Road restrictions may be in effect and cause delays depending on time of year.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

**Order Information:**

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

Company: \_\_\_\_\_ Project Name: \_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Tel: \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Purchase Amount: **\$63,699.96**







Demontreville Park - Option 3

LakeElmo\_Demontreville 040424 Opt 3 • 4.5.2024







Welcome

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Demontreville Park - Option 3

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flagship  
recreation

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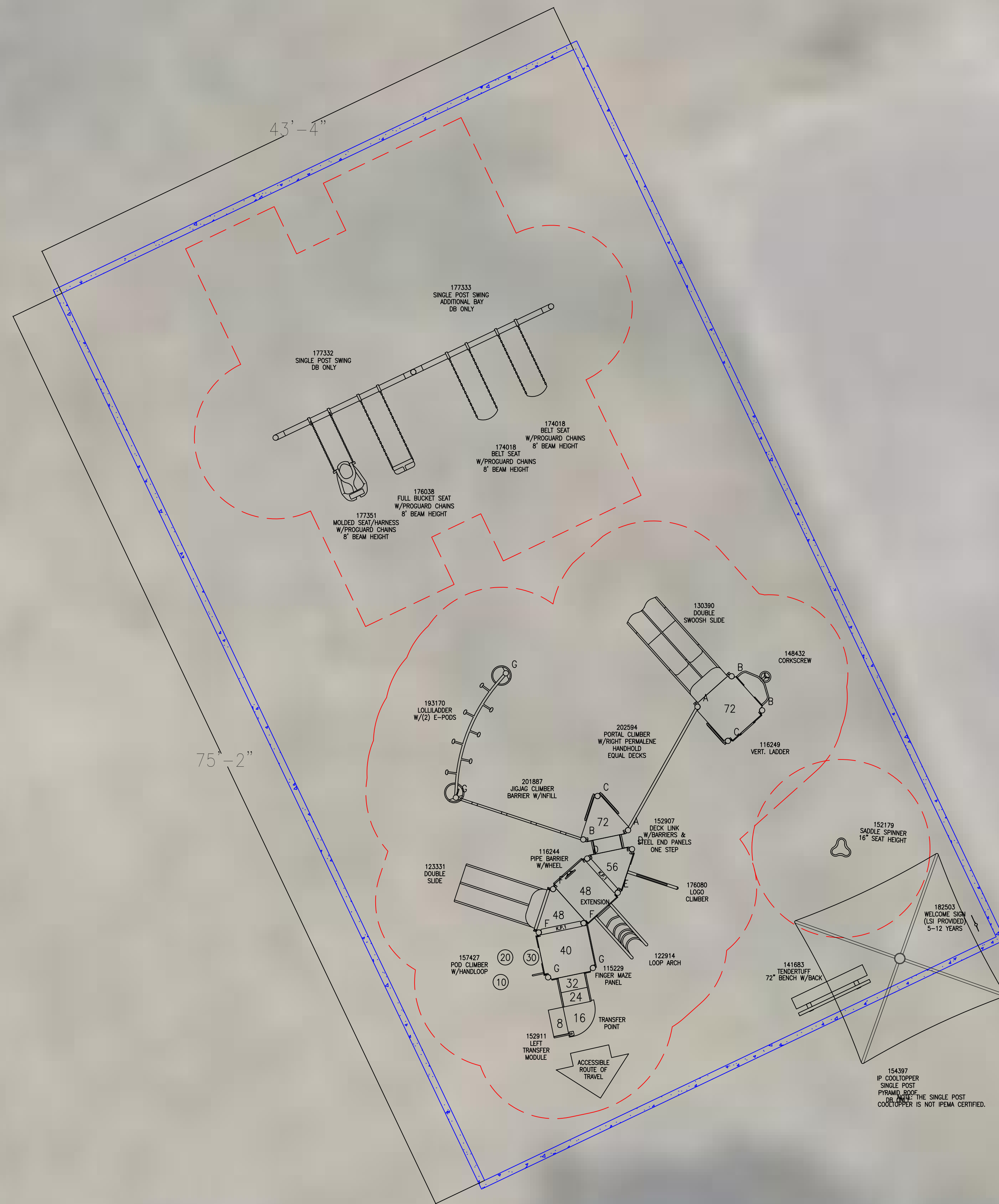
C:\Users\Amanda\OneDrive\Flagship Recreation\Documents\2024 Planning\Elmo\Lake Elmo - Demontreville\2024.04.04 Design Revision Option 3\Labeling\_Demontreville\_040424\_04a.rvt

### CONTAINER DETAILS

TOTAL CONTAINER AREA	3256 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	3256 SF
TOTAL PERIMETER	241 LF
EDGING TYPE	6"X12" CONCRETE CURB
FINISH GRADE	TOP OF CURB

**\*\*SITE PREPARATION REQUIREMENTS:**

- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
- NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
- DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
- NO DRAINAGE AGGREGATE PRE-INSTALLED
- NO FABRIC PRE-INSTALLED
- MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION



5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	11		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	6
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



**FLAGSHIP RECREATION**  
 11123 UPPER 33RD ST N  
 LAKE ELMO, MN 55082  
 763-550-7860  
 FLAGSHIPPLAY.COM  
 @FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS  
 DESIGNED FOR AGE RANGES AS NOTED  
 ON PLAN.

**DEMONTREVILLE PARK  
 PLAYGROUND  
 OPTION 3**

5700 Highlands Trail N  
 Lake Elmo, MN

**SALES  
 REPRESENTATIVE:  
 EMILY MALONEY**

**DESIGNED BY:  
 AO  
 4/5/24**

**3/16" = 1'-0"**

SHEET

**LS101**



City of Lake Elmo  
 3800 Laverne Avenue North  
 Lake Elmo, Minnesota 55042  
 Adam Swanepoel, Assistant Public Works Director

OPTION 3

**PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE**

	Preliminary Budget	Possible Additions	Possible Reductions	QTY	Notes
<b>Play Equipment</b>					
Demontreville Park Opt 3,EM706	62,192.00				2024 List Price of Equipment
State Contract #218091	(3,731.52)			6%	(6% discount under \$80,000 & 8% discount \$80,000 & above)
Sales Tax - if applicable	0.00				ST3 Certificate of Exemption must be provided by owner.
<b>Delivery of Play equipment</b>	650.00				Estimated / Final quote will be provided upon final design.
<b>Mobilization</b>	750.00				
Dumpster(s) - 30 Yard	750.00				Disposal of packaging material
Per Diem	0.00				Estimated / final quote will be provided. \$50 per day/per worker & lodging
<b>Site work</b>					
Demo of Existing Equipment & Excavation (existing container)	0.00			0	BY OWNER - OWNER TO SET DESIRED FINISH GRADE BY EXCAVATING 12" BELOW IT
Hauling of Excavated Material (CY)	0.00			0	NOT INCLUDED
Disposal of Excavated Material (CY)	0.00			0	NOT INCLUDED
<b>Border Options</b>					
Concrete Border Straight (LF)	10,922.24			241	Standard 6" W x 12" D.
<b>Equipment Installation (Labor &amp; Concrete for Footings)</b>	12,107.20			20.71%	Full professional installation by Landscape Structures Certified Installers. <b>Standard labor rate unless otherwise noted</b>
<b>Concrete Flatwork</b>					
Concrete Flatwork (Sq. Ft.)	0.00			0	NOT INCLUDED
<b>Subgrade Prep &amp; Engineered Wood Fiber Surfacing (EWF)</b>					
Drainage Aggregate - Pea Rock or Concrete Sand (Tons)	0.00			0	NOT INCLUDED
Drain Tile (LF)	0.00			0	NOT INCLUDED
GeoTextile Fabric (Sq. Ft.)	0.00			0	NOT INCLUDED
EWF - Playground Safety Surfacing (CY)	6,344.84			141	IPEMA Certified Playground Surfacing - Meets the standards of ASTM, ADA & CPSC
Rubber Wear Mats	0.00			0	NOT INCLUDED
Site Restoration (Sq.Ft.)	0.00			0	NOT INCLUDED
	<b>Budget Total</b>	<b>Total Additions</b>	<b>Total Reductions</b>		<b>Total w/ Additions &amp; Reductions</b>
	89,984.77	0.00	0.00		89,984.77

Date: 4/8/2024  
 Expires: 4/18/2024  
 Quote: City of Lake Elmo  
 Contact: Adam Swanepoel, Assistant Public Works Director  
 Phone: 651-747-3946  
 Email: [ASwanepoel@lakeelmo.org](mailto:ASwanepoel@lakeelmo.org)



<b>Ship To:</b>	<b>Please Make PO's &amp; Contracts Out To:</b>
Demontreville Park Opt 3 5700 Highlands Tr N Lake Elmo, MN 55042	Landscape Structures, Inc. 601 7th St. S Delano, MN 55328

<b>Bill To:</b>	<b>Please Remit Payment To:</b>
City of Lake Elmo 3800 Laverne Avenue North Lake Elmo, Minnesota 55042	Landscape Structures, Inc. SDS 12-0395 PO Box 86 Minneapolis, MN 55486-0395

We are pleased to submit this proposal to supply the following products/services:

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
1	EQUIPMENT	Demontreville Park Opt 3,EM706DPO325645390		\$62,192.00
1	DISCOUNT	State Contract #218091	6.00%	(\$3,731.52)
1	EQUIPMENT	Custom Equipment		\$0.00
1	DISCOUNT	State Contract #218091	5.00%	\$0.00
			Subtotal	\$58,460.48
			Freight	\$650.00
			Sales Tax	Tax Exempt Cert
			<b>Total</b>	<b>\$59,110.48</b>

Quotes from Landscape Structures, Inc. are subject to current Landscape Structures, Inc. policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Landscape Structures, Inc.

*State Contract #218091*  
 \*Terms: Net 30 days; 1.5% finance charge on balances over 30 days



**Terms & Conditions**

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

**Project Scope** *(This Section For Quotes Including Installation)*

**Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

**Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

**Acceptance of Quotation:**

<b>Accepted By (Print)</b>	Adam Swanepoel, Assistant Public Works Director	<b>PO#:</b>	
<b>Signature:</b>		<b>Email:</b>	ASwanepoel@lakeelmo.org
<b>Title:</b>		<b>Phone:</b>	
<b>Date:</b>		<b>Purchase Amount:</b>	\$59,110.48



Date: 4/8/2024  
 Expires: 4/18/2024  
 Quote: City of Lake Elmo  
 Contact: Adam Swanepoel, Assistant Public Works Director  
 Phone: 651-747-3946  
 Email: [ASwanepoel@lakeelmo.org](mailto:ASwanepoel@lakeelmo.org)



<b>Ship To:</b>	<b>Please Make PO's &amp; Contracts Out To:</b>
Demontreville Park Opt 3 5700 Highlands Tr N Lake Elmo, MN 55042	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042

<b>Bill To:</b>	<b>Please Remit Payment To:</b>
City of Lake Elmo 3800 Laverne Avenue North Lake Elmo, Minnesota 55042	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042

*We are pleased to submit this proposal to supply the following products/services:*

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Demontreville Park Opt 3,EM706DPO325645390		
1	MOB	Mobilization		\$750.00
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)		\$750.00
0	SITE WORK	Demo of Existing Equipment & Excavation (existing container)		By Owner
0	SITE WORK	Hauling of Excavated Material (CY)		By Owner
0	SITE WORK	Disposal of Excavated Material (CY)		By Owner
241	BORDER	Concrete Border (6"W x 12"D)		\$10,922.24
1	INSTALL	Playground Installation by Landscape Structures Certified Installers	20.71%	\$12,107.20
141	SURFACING	Engineered Wood Fiber (EWF) & Installation		\$6,344.84
187	RESTORE	Site Restoration		By Owner
			Subtotal	\$30,874.29
			Freight	
			Sales Tax	Tax Exempt Cert
			<b>Total</b>	<b>\$30,874.29</b>

Quotes from Flagship Recreation are subject to current Flagship Recreation policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship Recreation

**State Contract #218091**

**\*Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

**Terms & Conditions**

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

**Project Scope** (This Section For Quotes Including Installation)

**Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

**Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

**Acceptance of Quotation:**

<b>Accepted By (Print)</b>	Adam Swanepoel, Assistant Public Works Director	<b>PO#:</b>	
<b>Signature:</b>		<b>Email:</b>	ASwanepoel@lakeelmo.org
<b>Title:</b>		<b>Phone:</b>	
<b>Date:</b>		<b>Purchase Amount:</b>	\$30,874.29



**EQUIPMENT COLOR SIGN OFF**  
**Demontreville Park Opt 3**



Please sign below if you approve of the colors represented in the photo above.

**Colors**  
**As Shown**

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## STAFF REPORT

DATE: 04/15/2024

### **DISCUSSION**

**TO:** Parks Commission  
**AGENDA ITEM:** Ridge Park  
**FROM:** Adam Swanepoel, Assistant Public Works Director  
**SUBMITTED BY:** Marty Powers, Public Works Director

---

### **BACKGROUND:**

Parks Commissioners were asked to review Ridge Park to become familiar with the area and the parks amenities. This review comes as we assess city parks and evaluate any future goals of them. These goals are not immediate, but would be taken into consideration when determining any future additions to the park.

Ridge Park is approximately 23.5 acres and is commonly used for its walking trails, playground and ballfield. Ridge Park is under a conservation easement, which preserves the area for park recreation but may restrict certain activities. The playground set was built in 2003 and would be considered for replacement in 2028. The baseball field consists of a backstop and clay area.

### **ISSUE BEFORE THE COMMISSION:**

Would the Parks Commission like to see the replaced?

Would the Parks Commission like to see the Baseball Field Removed?

Would the Parks Commission like to see a pavilion installed at the Park?

### **PROPOSAL DETAILS/ANALYSIS:**

The current playset is scheduled to be replaced in 2028, this playset was installed in 2003 and has exceeded its 25 year life span. Staff recommends moving the playset when this is considered for replacement as the current site is far from the parking lot and located in an area which often accumulates water. In 2021 public works staff improved the area to help avoid water from sitting in and around the playground.

With ten baseball fields in the community and the current consideration a pinwheel complex, should removing or improving this ballfield be considered? Staff currently drags the ballfield weekly in the spring and summer and sees minimal use of the field during these months. Improving the area could result in more active use of the park. Removal of the field could serve as a wider open space for other sports.

Ridge Park currently does not have a shelter or pavilion for rental or community use. Staff has considered this as a potential amenity that would benefit the increased users of this park.

### **FINANCIAL IMPACT:**

At this time there are no financial obligations to any of the considerations. Commissioners should consider any future items in the upcoming Capital Improvement Plan as well as any future work plans.

**CITY OF LAKE ELMO  
WASHINGTON COUNTY, MINNESOTA**

**RESOLUTION NO. 98-36**

**A RESOLUTION AMENDING RESOLUTION NO. 98-11  
THE FINAL PLAT OF PARKVIEW ESTATES**

**WHEREAS**, the Lake Elmo Planning Commission reviewed the preliminary plat of "PARKVIEW ESTATES" on November 24, 1997 and recommended on a 7-1 vote its approval, and

**WHEREAS**, the Lake Elmo City Council has previously considered and approved the preliminary plat and plan of PARKVIEW ESTATES on December 2, 1997,

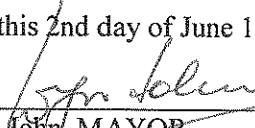
**WHEREAS**, the final plat of PARKVIEW ESTATES presented to the City Council conforms to the City's Open Space Development Area Ordinance.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lake Elmo City Council does hereby approve and accept the final plat of PARKVIEW ESTATES as the same as on file with the City Administrator subject to the following conditions:

1. The park dedication shall be the 24.9-acre (Outlot E) parcel as shown on the plat and the development of the pathways.
2. The storm water detention facilities, drainage areas, and ponds and grading plan must comply with recommendations by the Valley Branch Watershed District and the City Engineer.
3. An access permit from Washington County shall be submitted before grading begins.
4. Permanent Conservation Easements for Outlots A, B, C, D and E of Parkview Estates shall be conveyed to the City and to a qualified land trust, where accepted, on forms approved by the City Attorney.
5. All comments from the City Engineer and City Attorney shall be incorporated into these "Conditions of Approval". (See letter from Tom Prew, TKDA, letter dated November 19, 1997).
6. Outlot F shall be deeded pursuant to the Lake Elmo/Brockman agreement and on or before the first residential building permit, the City shall receive a copy of this agreement.

**BE IT FURTHER RESOLVED** that the City would not execute the Final Plat until the above conditions have been met.

**ADOPTED**, by the Lake Elmo City Council this 2nd day of June 1998.

  
\_\_\_\_\_  
Wyn John, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
Mary Kueffner, City Administrator

**CONSERVATION EASEMENT  
PARKVIEW ESTATES**

THIS CONSERVATION EASEMENT is entered into this 17<sup>th</sup> day of February, 1998, by and between Lyman Development Co., a Minnesota corporation, whose address is 300 Morse Avenue, Excelsior, MN 55331 ("**Owner**"); the Minnesota Land Trust, a Minnesota nonprofit corporation having its principal office in Minneapolis, Minnesota ("**Trust**"); and the City of Lake Elmo, a Minnesota statutory city ("**City**").

**WITNESSETH:**

- A. Owner is the sole owner in fee simple of certain real property described below, consisting of approximately 31.83 acres of land, together with buildings and other improvements located in Washington County, Minnesota ("**Protected Land**").

Outlots A, D, and E, Parkview Estates

- B. The Protected Land is primarily <sup>219</sup>farmland, woodland, riparian areas and open space. In addition, the Protected Land has outstanding scenic qualities that can be enjoyed by the public from County Highway 13 in the City of Lake Elmo.
- C. The natural, scenic and agricultural qualities and forested, riparian and open space character ("**Conservation Values**") of the Protected Land are set forth in a Property Report dated the 19<sup>th</sup> day of May, 1998, ("**Property Report**") which is on file with the Trust and which the parties acknowledge accurately represents the present condition of the Protected Land. Each of the parties has a copy of the Property Report. The Trust intends to use the Property Report in monitoring subsequent uses of the Protected Land and enforcing the terms of this Conservation Easement. Notwithstanding this, the parties may use all other relevant evidence to establish the present condition of the Protected Land in the event of a disagreement as to whether a subsequent activity or use is consistent with the terms of this Conservation Easement.
- D. Owner intends to convey to the Trust the right to preserve and protect the Conservation Values of the Protected Land in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement.
- E. The grant of this Conservation Easement will serve the policies of the State of Minnesota which encourage the protection of Minnesota's natural resources and which encourage the use and improvement of the agricultural land for the long-term production of food, as set forth, in part, in

Minnesota Statutes Section 40A.04 (State Agricultural Land Preservation), and in Section 84C.01-02 (Conservation Easements), and will further the purpose and intent of the City's Comprehensive Land Use Plan and Open Space Preservation District Regulations (both herein "**City Development Regulations**").

- F. The Trust is a publicly supported, nonprofit corporation which seeks to protect the natural, scenic, agricultural, forested, and open space conditions of land in Minnesota. In addition, the Trust is qualified as a conservation organization under Sections 501(c)(3) and 170(h) of the Internal Revenue Code. The Trust has agreed to assume the obligation of protecting the natural and scenic qualities of the Protected Land in perpetuity according to the terms of this Conservation Easement.
- G. The parties acknowledge that, as a local unit of government, the City has a direct interest in the enforcement of the terms of this Conservation Easement and may be in a better position than the Trust to monitor compliance with the terms of this Conservation Easement.

**NOW, THEREFORE**, in consideration of their mutual covenants and pursuant to the provisions relating to conservation easements set forth in Minnesota Statutes Sections 84C.01-.05, Owner conveys and warrants to the Trust and the Trust accepts a perpetual conservation easement on the Protected Land of the character and to the extent set forth herein.

1. **Intent**. The parties intend to permanently retain the Protected Land in its predominantly agricultural, natural and scenic condition and to prevent or remedy any subsequent activity or use that significantly impairs or interferes with the Conservation Values of the Protected Land. Owner intends to restrict all subsequent use of the Protected Land to activities consistent with the terms of this Conservation Easement.

2. **Trust's Rights**. To accomplish the parties' intent, Owner conveys the following rights to the Trust as specified below:

- a. The Trust shall preserve and protect the Conservation Values of the Protected Land pursuant to the terms of this Conservation Easement.
- b. The Trust may enter the Protected Land at reasonable times to monitor subsequent activities and uses and to enforce the terms of this Conservation Easement. The Trust shall give reasonable notice to Owner of all such entries and shall not unreasonably interfere with Owner's use and quiet enjoyment of the Protected Land.



- c. The Trust may act, pursuant to Paragraph 19, to prevent or remedy all subsequent activities and uses of the Protected Land not consistent with the terms of this Conservation Easement.

3. **Prohibited Uses.** Owner shall not perform or knowingly allow others to perform acts on the Protected Land that would significantly impair or interfere with the Conservation Values of the Protected Land. This general restriction is not limited by the more specific restrictions set forth in Paragraphs 4-14. The parties acknowledge that the present use of the Protected Land as described on the Property Report is consistent with the terms of this Conservation Easement and the City's Development Regulations. The owner may, subject to the restrictions set forth in Paragraphs 4-14, continue making such use of the Protected Land.

4. **Residential, Commercial & Industrial Uses.** Owner shall not subdivide all or part of the Protected Lands for residential, commercial or industrial development. Owner shall not subdivide, either legally or physically, the Protected Land for any other reason without the prior written approval of the Trust. Owner shall not engage in commercial or industrial activities on the Protected Land, other than the activities relating to agricultural operations as set forth in Paragraph 7. Owner shall not engage in the exploration or extraction of soil, sand, gravel, rock minerals, hydrocarbons or any other natural resource on or from the Protected Land. Owner shall not grant rights of way on the Protected Land in conjunction with commercial or industrial activities or residential development on lands other than the Protected Land, except for access to adjacent parcels owned by Owner.

5. **Construction.** Except as hereinafter provided, Owner shall not construct or install additional buildings or improvements of any kind including, without limitation, driveways, parking lots, and roads, on the Protected Land, except as specified herein. Owner may maintain, repair, and replace existing roads but shall not widen them unless doing so lessens the environmental impact of the road on the Protected Land and Owner has obtained the prior written approval of the Trust. Owner may maintain, renovate, expand or replace existing agricultural and related buildings or improvements in substantially their present location. Any expansion or replacement of an existing building or improvement shall not substantially alter its character or function, and shall not exceed its current square footage by more than twenty-five percent, without the prior written approval of the Trust. Fences shall be allowed on the perimeter of the protected land.

6. **Utility Systems.** Owner may maintain, repair, and replace existing utility systems on the Protected Land including, without limitation, water, sewer, power, fuel, and communications lines and related facilities. Owner shall not install new utility systems or extensions of existing utility systems on the Protected Land

including, without limitation, water, sewer, power, fuel, and communications lines and related facilities, without the prior approval of the Trust except as needed to serve any additional uses, buildings, and improvements permitted by the terms of this Conservation Easement. Owner may install, maintain, and replace irrigation systems used on the Protected Land. Owner may install sewage systems on or under the Protected Land which comply with all existing federal, state and local regulations regarding water quality and other environmental concerns, and which do not disrupt other activities permitted under the terms of this Conservation Easement.

7. **Agricultural Use.** Owner may conduct agricultural operations in areas currently being used for agricultural operations on the Protected Land. For purposes of this paragraph, the term Agricultural Operations shall mean raising limited livestock, growing crops to feed such livestock, and growing crops for sale in the agricultural or retail marketplace. Agricultural Operations shall not include intensive livestock production.

8. **Surface Alteration.** Owner shall not alter the surface of the Protected Land including, without limitation, the filling, excavation, or removal of soil, sand, gravel, rocks, or other material except as reasonably required in the course of activities or uses permitted under the terms of this Conservation Easement or as reasonably required during the initial development of the adjacent property owned by Owner. Such initial development period shall expire no later than the 17<sup>th</sup> day of February, 2001.

9. **Soil and Water Degradation.** Owner shall not engage in activities or uses that cause or are likely to cause soil degradation, erosion, or water pollution, either on the surface or underground, except for activities or uses reasonably required in the course of Agricultural Operations permitted by Paragraph 7.

10. **Waste Removal.** Owner shall not dump or dispose of refuse or other waste material on the Protected Land although, subject to applicable laws and regulations, Owner may dispose of brush and other plant material from the Protected Land by burning or composting if such material results from Agricultural Operations permitted by Paragraph 7 or other activities or uses permitted by this Conservation Easement. Subject to the applicable laws and regulations, Owner may store and make use of agricultural products and by-products including, without limitation, crops, silage, fertilizers, lime, and manure on the Protected Land if such material results from or is to be used in agricultural operations permitted by Paragraph 7.

11. **Water Bodies and Courses.** Owner shall not alter existing bodies of water or water courses or construct new bodies of water or water courses on the Protected Land except as reasonably required for the activities or uses permitted by the terms of this

Conservation Easement or to enhance wildlife habitat or water quality.

12. **Trees, Shrubs, and Vegetation.** Owner shall not remove, destroy, cut, mow, or alter trees, shrubs, and other vegetation except (i) for areas immediately adjacent to buildings or improvements permitted by Paragraph 5 (ii) as reasonably required for agricultural operations permitted by Paragraph 7, (iii) to prevent or control insects, noxious weeds, diseases, fire, personal injury, or property damage, (iv) for firewood or construction material intended for residential use on the protected Land or adjacent land (v) as reasonably required to construct and maintain the trails permitted in Paragraph 13 (vi) selective cutting for harvest pursuant to sound forest management practices, and (vii) for other activities or uses permitted by the terms of this Conservation Easement.

13. **Recreational Use.** Except as herein provided, Owner may establish and maintain trails for fire breaks, walking, horseback riding, cross-country skiing, and other non-motorized recreational activities on or across the Protected Land. Owner shall not use or allow others to use motorcycles, all-terrain vehicles, or other motorized vehicles on the Protected Land except as reasonably required for other activities or uses permitted by the terms of this Conservation Easement. The City may use Outlot E, Parkview Estates, for public recreational purposes, including construction of normal park buildings and surface improvements, and as part of its park system.

14. **Signs.** Owner shall not erect or install any signs or billboards on the Protected Land except for signs stating the name and address of the Protected Land or adjacent land or the name of the persons residing on the Protected Land, announcing the sale or lease of the Protected Land or the activities or uses permitted by the terms of this Conservation Easement, designating the boundaries of or directions to the Protected Land, or restricting entry to or use of the Protected Land. With the prior written approval of the Owner, the Trust may erect or install signs announcing that the Protected Land is subject to this Conservation Easement. For all signs permitted by this Paragraph, the location, number, and design must not significantly diminish the natural and scenic qualities of the Protected Land.

15. **Trust's Approval.** The requirement that Owner obtain the prior written approval of the Trust is intended to let the Trust study the proposed use and decide if it is consistent with this Conservation Easement and maintains or enhances the Conservation Values of the Protected Land. Owner shall submit a request in writing to the Trust at least ninety days prior to the proposed date of commencement of the use in question. The request shall set out the use for which approval is sought, its design and location, the impact of the proposed use on the Conservation Values of the

Protected Land, and other material information in sufficient detail to allow the Trust to make an informed judgment that the proposed use is or is not consistent with this Conservation Easement or would adversely effect the Conservation Values of the Protected Land. The Trust shall notify Owner in writing of its decision within sixty days of its receipt of Owner's request. Where the proposed use or modification of use requires a development permit or other approval from the City pursuant to the City's Development Regulations, the Owner shall follow the process described in such regulations and the City shall notify the Owner of its decision within sixty (60) days of receipt of a completed application from the Owner. The Trust and the City may withhold their respective approvals only on a reasonable determination that the proposed use would be inconsistent with this Conservation Easement, impairs the Conservation Values of the Protected Land, results in violation of any applicable law or regulation or that it lacks information in sufficient detail to reach an informed judgment that the proposed use is or is not consistent with this Conservation Easement. The Trust may condition its approval on the Owner's acceptance of modifications which, in the Trust's judgment, would make the proposed use, as modified, consistent with this Conservation Easement or protects the Conservation Values of the Protected Land.

16. **Public Access**. No right of access by the public to any portion of the Protected Land is conveyed by this Conservation Easement.

17. **Reserved Rights**. Owner reserves all rights accruing from its ownership of the Protected Land including, without limitation, the right to engage in or allow others to engage in all activities or uses of the Protected Land that are not prohibited or limited by this Conservation Easement or the City's Development Regulations, the right to exclude all or any of the public from the Protected Land and to sell or transfer all or part of the Protected Land subject to this Conservation Easement. Owner shall inform all others who exercise any right by or through it on the Protected Land of the terms of this Conservation Easement. Owner shall incorporate by reference the terms of this Conservation Easement in all deeds or other legal instruments by which they transfer any interest, including a leasehold interest, in all or part of the Protected Land. Owner shall give sixty (60) days prior written notification to the Trust and the City of a transfer of all or any part of fee title to the Protected Land, provided that such notice shall not be required for conveyances of protected land to the City or to the Homeowners Association created by the Owner in connection with the platting of Parkview Estates.

18. **Costs and Liabilities**. Owner retains all obligations and shall bear all costs and liabilities of any kind accruing from their ownership of the Protected Land including the following responsibilities:

- a. Owner shall remain solely responsible for the operations, upkeep, and maintenance of the Protected Land. Owner shall keep the Protected Land free of all liens arising out of work performed for, materials furnished to, or obligations incurred by Owner.
- b. Owner shall pay all taxes and assessments levied against the Protected Land including any taxes or assessments levied against the interest of the Trust established by this Conservation Easement. The Trust may, but is not obligated to, make any payment of taxes or assessments levied against the Protected Land or the interest established by this Conservation Easement and shall have a right of reimbursement against the Owner for such amounts.
- c. Owner shall remain solely responsible for maintaining liability insurance for its uses of the Protected Land and the Protected Land itself. Liability insurance policies maintained by the Owner covering the Protected Land (except Outlot E, Parkview Estates) will name the Trust and the City as additional named insureds. Owner shall hold harmless, indemnify, and defend the Trust and the City from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising out of or relating to (i) personal injury, data or property damage resulting from an act, omission, or condition on or about the Protected Land (except Outlot E, Parkview Estates) unless due solely to the negligence or willful act of the Trust and the City (ii) the obligations retained by Owner to maintain the Protected Land and pay taxes in Paragraphs 18(A) and (B), and (iii) the existence of this Conservation Easement.

19. **Enforcement.** If the Trust or City find at any time that Owner has breached or may breach the terms of this Conservation Easement, the Trust or City may give written notice of the breach to Owner and demand action to cure the breach including, without limitation, restoration of the Protected Land. If Owner does not cure the breach within thirty days of notice, the Trust or City may commence an action to (i) enforce the terms of this Conservation Easement (ii) enjoin the breach, ex parte if needed, either temporarily or permanently, (iii) recover damages, (iv) require restoration of the Protected Land to its condition prior to Owner's breach, and (v) pursue any other remedies available to it in law or equity. If the Trust or the City determine that immediate action is needed to prevent or mitigate significant damage to the Protected Land, the Trust or City may pursue its remedies under this Paragraph without written notice or giving Owner time to cure the breach.

20. **Costs of Enforcement.** If the Trust or City prevail in an action brought under Paragraph 19, Owner shall reimburse the Trust or City for all costs incurred by the Trust or City in enforcing the terms of this Conservation Easement including, without limitation, costs of suit, reasonable attorney's fees, and costs of restoration. If Owner prevails and the District Court finds that the Trust or City brought the action without reasonable cause or in bad faith, the Trust or City, as determined by the Court, shall reimburse Owner's costs of defense including, without limitation, costs of suit and reasonable attorney's fees.

21. **Waiver.** The enforcement of the terms of this Conservation Easement is subject to the Trust's discretion. A decision by the Trust or the City not to exercise their respective rights of enforcement in the event of a breach of a term of this Conservation Easement shall not constitute a waiver by the Trust or the City of such term, or of any subsequent breach of the same or any other term, or any of the Trust's or City's rights under this Conservation Easement. The delay or omission by the Trust or the City to discover a breach by Owner or to exercise a right of enforcement as to such breach shall not impair or waive its rights of enforcement against Owner.

22. **Acts Beyond Owner's Control.** The Trust and City shall not exercise their respective rights of enforcement against Owner for injury or alteration to the Protected Land resulting from causes beyond the reasonable control of Owner including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury or alteration to the Protected Land resulting from such causes.

23. **Assignment/Extinguishment.** If, in the judgment of the Trust, subsequent unexpected changes in the conditions surrounding the Protected Land make it impossible to preserve and protect the conservation values of the Protected Land, the Trust shall assign all of its rights pursuant to the terms of this Conservation Easement except those contained in Section 24 hereof, to the City without costs. If subsequent to the assignment of rights, the City determines that changes in the conditions surrounding the Protected Land make it impossible to preserve and protect the conservation values of the Protected Land in a manner consistent with the City's development regulations, this Conservation Easement can be extinguished, either in full or in part, by proceedings in a court having jurisdiction.

24. **Proceeds.** The amount of proceeds to which the Trust is entitled from an extinguishment shall be used consistent with the preservation and protection of the natural and scenic qualities of land in Minnesota. To establish the amount of proceeds to which the Trust is entitled on extinguishment, the parties agree that this Conservation Easement has a fair market value ascertained by

multiplying the fair market value at the time of the extinguishment of the Protected land without this Conservation Easement by a fraction, the numerator of which is the value of this Conservation Easement at the time of extinguishment and the denominator of which is the value of the Protected Land without this Conservation Easement. Notwithstanding this, the amount of proceeds the Trust is entitled to shall not be less than the values used to calculate the Owner's deduction for federal income taxation under Section 170(h) of the Internal Revenue Code.

25. **Assignment of Easement.** The Trust and the City may transfer their rights and obligations in this Conservation Easement only to a qualified conservation organization, as provided in Section 170(h) of the Internal Revenue Code, which may hold conservation easements, as provided in Minnesota Statutes Sec. 84C.01(2) (1992). As a condition of such transfer, the Trust and the City shall require the continued enforcement of this Conservation Easement.

26. **Notices.** Any notice or other communication that either party wishes to or must give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following addresses or such other address as either party shall designate by written notice to the other:

OWNER:  
Lyman Development Co.  
c/o Steve Ryan  
P.O. Box 40  
300 Morse Avenue  
Excelsior, MN 55331

TRUST:  
Minnesota Land Trust  
70 North 22nd Avenue  
Minneapolis, MN 55411-2237  
ATTN: Land Projects Committee

CITY:  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042  
ATTN: City Administrator

27. **Governing Law and Construction.** This Conservation Easement shall be governed by the laws of the Minnesota. Nothing contained in this Conservation Easement shall be construed to allow any use or development of the Protected Land in a manner which is not in compliance with the City's Development Regulations or to allow the use or development of the Protected Land without obtaining all permits required by the City's Development Regulations. Where inconsistencies occur between the provisions of

state law, city regulations, or the terms of this Conservation Easement, the most restrictive regulation shall apply.

28. **Entire Agreement.** This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions.

29. **Amendment.** The parties may amend this Conservation Easement provided that such amendment (i) shall not impair or threaten the Conservation Values of the Protected Land, (ii) shall not affect the perpetual duration of this Conservation Easement (iii) is approved by the Trust pursuant to its Policy Statement on Amending Conservation Easements, and (iv) shall not affect the qualification of this Conservation Easement under Minnesota Statutes Sections 84C.01-84C.05 or the status of the Trust under Section 170(h) of the Internal Revenue Code.

30. **Binding Effect.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall bind and inure to the benefit of the parties, their personal representatives, heirs, successors, assigns, and all others who exercise any right by or through them and shall run in perpetuity with the Protected Land.

LYMAN DEVELOPMENT CO.

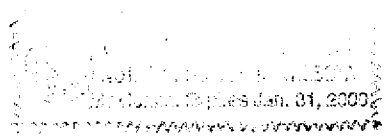
By:

*Steph Ryan*

Its: Executive Vice President

STATE OF MINNESOTA )  
COUNTY OF Washington ) ss.

On this 13th day of August, 1998, before me, a notary public within and for said county, personally appeared Stephan T. Ryan, to me known to be the President of the Lyman Development Co., and he executed the foregoing instrument and acknowledged that he executed the same by authority of and on behalf of said corporation.



Virginia G. Young  
Notary Public



MINNESOTA LAND TRUST, a Minnesota nonprofit corporation

By: [Signature]  
Its: President

STATE OF MINNESOTA )  
COUNTY OF Hennepin ) ss.

On this 18th day of June, 1998, before me, a notary public within and for said county, personally appeared David B. Hartwell, to me known to be the President of the above described corporation, and he executed the foregoing instrument and acknowledged that he executed the same by authority of and on behalf of Minnesota Land Trust.



[Signature]  
Notary Public

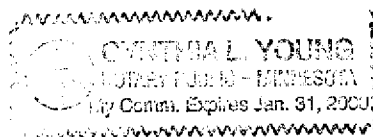
CITY OF LAKE ELMO, a Minnesota statutory city

By: [Signature]  
Its: Mayor

STATE OF MINNESOTA )  
COUNTY OF Washington ) ss.

On this 10th day of June, 1998, before me, a notary public within and for said county, personally appeared [Signature], to me known to be the Mayor of the above described corporation, and he executed the foregoing instrument and acknowledged that he executed the same by authority of and on behalf of the City of Lake Elmo.

[Signature]  
Notary Public



b/le/parkview.AGR  
June 3, 1998

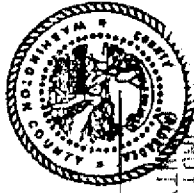
Drafted by:  
City of Lake Elmo  
3800 Laverne Ave. N.  
Lake Elmo, MN 55042

OFFICE OF  
COUNTY RECORDER  
WASHINGTON, D.C. MN  
CENTRE FOR LAND/GR  
REGISTRATION

MMB OCT -7 A 10:41

Doc 3005848

ANDY KOOSMANN  
COUNTY RECORDER



*Cindy Korman*

~~\$~~ 29.50

Network Title



## STAFF REPORT

DATE: 04/15/2023

### **DISCUSSION**

**TO:** Parks Commission  
**AGENDA ITEM:** Tree Plantings  
**FROM:** Adam Swanepoel, Assistant Public Works Director  
**SUBMITTED BY:** Marty Powers, Public Works Director

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### **BACKGROUND:**

As part of the 2024 work plan, commissions sought the need to add additional tree planting to the city parks. Over the past several years we have seen an increase in the number of trees removed from the city parks due to disease and infection. Most recently, Emerald Ash Bore has taken several trees from our city out lots and parks.

### **ISSUE BEFORE THE COMMISSION:**

Would the Parks Commission like to see small bare root trees planted in the parks?

### **PROPOSAL DETAILS/ANALYSIS**

The city has access to 25 bare root Oak trees which are approximately 1-2 feet in height. Staff is seeking volunteers from the community or Parks Commission to plant and water these trees throughout the year to promote its first year of growth.

Staff has reviewed the parks and suggests plantings be made in Klies, Demontreville, Hidden Knoll, and Tana Ridge Park. Placement of 5-6 trees at each site would be near the current tree line to provide shade and eliminate the trees from damage. If considered, staff would suggest this be completed in late April or early May.

### **FINANCIAL IMPACT:**

At this time there are no financial obligations to planting these trees, the trees have been donated.