



*Our Mission is to Provide Quality Public
Services in a Fiscally Responsible Manner
While Preserving the City's Open Space
Character*

NOTICE OF MEETING

**City of Lake Elmo Park Commission
3800 Laverne Avenue North
February 22, 2017 6:30 PM**

AGENDA

1. Call to Order
2. Approve Agenda
3. Approve Minutes
 - a) January 18, 2017
4. Savona Park
5. Sally Manzara Nature Center Agreement
6. Royal Golf Preliminary Plat
7. Park Development Policy Plan
8. March 2017 Meeting Agenda
9. Staff Reports & Commission Update
 - a) Free Library Question
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 January 18, 2017

Members Present: Chair Weis, Commissioners Frick, Nelson, Olinger, Pearce

Members Absent: Commissioners Ames, Nuenfeldt, Steele, Zeno

Staff Present: Administrator Handt, City Clerk Johnson, Public Works Director Weldon, City Planner Becker

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

Approval of Agenda

There was discussion to pull the Nature Center from the agenda, but decided to keep it on as a narrative. Motion by Weis, seconded by Nelson to approve the agenda. Motion passed.

Swearing in of New Commissioners

City Clerk Johnson administered the Oath of Office to new Commissioners Jean Olinger and Tucker Pearce.

Election of Officers

Commissioner Weis was appointed Chair, Commissioner Frick was appointed Vice-Chair, and Commissioner Nelson was appointed Secretary.

Approval of Minutes

Motion by Frick, seconded by Nelson to approve the minutes with the minor change from Blackform to Blackford. Motion passed.

Lions Park

Handt suggested that the meeting should be opened up for public comment regarding the priorities for Lions Park. Handt stated that emails regarding having a retro and vintage theme had been received.

Barry Weeks explained that Lions Park is the oldest park in Lake Elmo and well used year round with skating and baseball and use of the playground equipment. He would like to see it maintain that historic character and have that feel maintained in any improvements. He further stated that the park lies on the 45th parallel, which is fairly unique. He would like to see home plate located exactly at the 45th parallel since it is already close and there could be a plaque at park with information. Weeks would like to see improvements like regarding of the field, dugouts, a fence, and a historic theme.

Dave Moore said he went out and examined the baseball field. He stated that on average the field will need approximately 1 foot of fill across the whole field, ranging from 6

inches and 1 ½ feet in different areas. Moore said that in the future if there are any Engineering projects with excess material that is dugout could be delivered to a specific park and reduce the cost of both haul the soil away and purchasing new soil, but it would require coordination and having a designated location for unloading the material. Moore also stated that Lions Park is the Emergency 100 year flood over flow area that has a swale built into the park that would have to be maintained.

Nadine Overmueller asked that the Parks Commission keep Lions Park and consider it for a conservancy. She discussed her concern about losing the park since it is valuable real estate given its location in the village.

Todd Bruchu spoke as a resident and as a representative of Lake Elmo Baseball. The biggest need is parking and more space. There is a need for more ball fields. And the ones that exist need more space for warming up before games and restrooms. He is happy to meet with the consultant to discuss ideas.

Dave Faint suggested that the south side of the park is somewhat vacant and since parking is a concern at Lions Park that turning the volley ball court 90 degrees would allow some parking on the site. He also offered the idea of using the volleyball court for skating instead of damaging the newly constructed baseball field.

Brady Hilcocks, Miller Architects, asked for a priorities list. He wants to know what Lake Elmo would like to see and what is the importance level of each item. Grading, dugouts, press box, batting cages, etc. He asked how the Commission felt about moving playground equipment and basketball court either within the site or off the site. His plan is to return to the Commission in March with a more finalized plan.

Commissioner Weis suggested a subcommittee that includes residents and Commission members. And then give the feedback to the architect. After some discussion this idea was dropped. The following is the priority list established during the meeting:

1. Align home plate with the 45th parallel
2. Grade the site, specifically the ball field
3. Lights
4. Parking but consider the library parking
5. Practice areas (batting cage, warm up area, etc.)
6. Restrooms
7. Maintain and Enhance the vintage theme (example given Mieseville Mudhens field)

Weldon asked the commission to consider if they want the park to remain a four season park or for it to become a one season or just a baseball park. He suggested that they consider installing items similar to what they maintain at other parks.

Nature Center Updated Agreement

Handt updated the Commission on the Nature Center Agreement. She explained that since the discussion has been brought to the Commission in December, continued discussion needs to happen in a public format. She stated that the biggest

difference is in the language regarding surveillance. One of the concerns with the cameras is if they can be repositioned to capture nature in the moment. Handt suggested that after the initial annual Commission decision on the camera location that staff could possibly help decide on repositioning cameras as needed given the board meets monthly. The item was continued until February.

Inwood 5th Addition

Becker shared with the Commission that the Inwood 5th Addition Final Plat was not moving forward currently due to their exclusion of a required trail connection on their drawings. Once that trail connection is shown connecting Island Trail to Inwood Avenue, the Final Plat could move forward. No action required on this item.

Hidden Meadows 2nd Addition

Becker presented the Hidden Meadows 2nd Addition Final Plat submittal for review and comment. The original approval was granted in 2006 and since a significant amount of time has passed, the Plat is subject to current City standards and review. The Commission discussed the difference of sidewalks versus trails in this neighborhood and the placement of trails shown on the Plat drawing. The Commission decided they had no preference for trails or sidewalks, either would be sufficient. Chair Weis motioned to exclude the Horseshoe trail shown on the plat around the pond. Motion seconded by Commissioner Pearce. Motion passed.

3880 Laverne Avenue Lot Split

Becker presented that 3880 Laverne Avenue has submitted an application for a commercial lot split. Park land is not dedicated in commercial developments; they pay a fee in lieu of land. The existing building will remain on one of the lots and two additional smaller lots will be created along 39th Street N. No action required on this item.

Village Park Preserve

Becker presented that Village Park has received Preliminary Plat approval and the Final Plat application has not been received. An addition of 15.77 acres is being added to Reid Park. They were only required to provide 10 percent or 6.8 acres, so it is possible this extra amount could be applied to future developments. The commission discussed the land being dedicated as being steep and heavily wooded and that the pipeline runs beneath it. Additional discussion was about a trail connection to Reid Park being included in the development and about raising the priority of redeveloping Reid Park due to the amount of properties that would have direct access to the park. The Commission asked for the inclusion of minutes to be included for items that had previous review from the Parks Commission. No action required on this item.

2017 Work Plan

Becker asked if the Commission would review the changes and amendments made to the 2017.

Chair Weis asked if there could be an update to the status of the items as they are being reviewed and if instead of a priority listing a monthly listing could be added to stay on top of the projects and know what is coming the following month. Handt agreed that would be a good approach. She suggested that once Council establishes their priorities during goal setting, staff could draft a Work Plan with the months added that follows the direction from council. No action required on this item.

VAA Request

Becker shared that the St. Croix Valley Athletic Association that reserves Reid Park and Pebble Park for baseball and softball fields April through July Monday through Friday in the evenings. The association is celebrating their 50th year and would like to purchase park equipment or sponsor something in the City. The Commission discussed and decided that benches for Pebble Park would be their recommendation and that if they are going to install a batting cage, there is also room for that at Pebble Park.

February Meeting

Manzara Nature Center
Policy Development Plan
Savona Park

Staff Reports and Commission Update

1. Handt shared that Council adopted the 2017-2021 CIP at their December meeting, and the approval did not include proposals for Demontreville Park and Sunfish Lake Park.
2. Handt shared that Council approved the Royal Golf Comp Plan Amendment at the last Council meeting and the Royal Golf Preliminary Plat will be brought to the Parks Commission meeting when the application is received.
3. Handt informed that a seven figure donation will be given to the City to replace the 4 ball fields that will be removed from the golf site. She asked the Commission to consider where new ball fields could be created since there is a community need.
4. Weldon shared that an Eagle Scout has proposed a Wood Duck project to construct 1-2 Wood duck structures around each of the lakes at Sunfish Lake Park. Once more information is available, it will be brought to a meeting for review.
5. Weldon stated that Savona Park is in the final stages of combining the different plans that have been proposed. An updated site plan and pricing will be brought to the February meeting, and there is also a need to address site grading issues. This will be an item for recommendation for City Council.
6. Tablyn Park options update, still working with Xcel for a price on getting a light to the top of the sledding hill.

Meeting adjourned at 8:37 p.m.

Respectfully Submitted,
Tanya Nuss



PARKS COMMISSION COMMUNICATION

DATE: January 18, 2017

REGULAR

ITEM #: 4

MOTION

AGENDA ITEM: Savona Park
SUBMITTED BY: Emily Becker, City Planner
REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director

BACKGROUND:

At its November meeting, the Parks Commission reviewed bids from three companies that gave pricing on equipment within Savona Park that the residents had expressed interest in.

Results:

- The Parks Commission had recommended a maximum amount of \$150,000 be spent on first phase park amenities.
- Residents of Savona were directed to provide feedback on different design options.

ISSUE BEFORE COMMISSION:

The Parks Commission is respectfully requested to review the recommended design of Savona residents and make a recommendation on:

- a) What amenities should be included (for first phase); and
- b) Confirm the maximum amount to be spent on the park.

PROPOSAL DETAILS/ANALYSIS:

Savona Residents' Preferences.

Recommended Option. Staff recently met with Tucker Pearce, Savona resident. He communicated that combining Weber Option #1 and #2 was preferred.

Options to Reduce Price. He communicated that some of the amenities of the playground equipment could be eliminated (i.e. the ladybug, perhaps the shade covers, etc.). Additionally, the larger kid's playground could be replaced with the smaller one to reduce cost.

Equipment. The playground equipment was the essential aspect of the park. They would like to see two separate sets (one for younger kids and one for older kids), as well as the swings.

Additional Amenities. The other proposed amenities ranked as follows:

- 1) Half-court basketball court (21 out of 41 returned surveys indicated this was preferred over a zipline)
 - a. 26 out of 41 prefer a fixed hoop to adjustable hoop.
- 2) Zipline (could be included in the 2nd phase)
- 3) Bocceball (only if it can be purchased for under \$10,000)
- 4) Exercise equipment (2nd phase)

Trees. 28 out of 41 returned surveys indicated that they would like to see as many trees kept as possible while still allowing as much space as possible for amenities.

Open Area. The first survey distributed indicated 28 out of the 32 results received indicated a desire for an open play area to toss a Frisbee or play fetch.

Staff Input. Staff have the following comments:

- *Grading and Tree Removal.* Grading and tree removal is not included in the cost estimates provided. This could cost upwards of \$20,000-\$40,000.
- *Signs.* The signs installed in parks throughout the city have shown some decay.
 - Perhaps a boulder, with the name of the park and city logo etched in, could be considered instead of a sign similar to those of other city parks.
- *Location of Park.* The Commission should keep in mind the location of the park (in some Savona residents' back yards). Amenities should be planned accordingly.
- *Size of Park.* The park is 2 acres, but not all of that is included in the "main part." Also, the trees (some of which are significant oak trees) take up a significant portion of the park.

FISCAL IMPACT:

\$150,000 used of park dedication funds, or a different amount the Parks Commission may choose to recommend.

RECOMMENDATION:

Staff recommends that the Commission re-review the proposals, taking in to consideration the additional cost of grading, and make a recommendation based on:

- Design of equipment.
- Cost.
- Usability of equipment within the neighborhood.

ATTACHMENTS:

- Savona survey results
- Proposed design and pricing

Emily Becker

From: Tucker <tucker@pearceweb.com>
Sent: Wednesday, January 11, 2017 12:38 PM
To: Emily Becker; Tucker Pearce
Cc: Rob Weldon
Subject: Re: Savona

Emily and Rob,

Sorry for the delay and thanks for following up. I sent surveys out to 48 residents and had 41 respond. The numbers are very close but the following is what I am seeing:

21 out of 41 Prefer a Basketball Court over a Zip Line but would like the zip line put into phase 2 and would like to see it on the park design so it isn't forgotten. With this being so close I really go back and forth on it but I think the multi use of a basketball court such as four square and other games it makes the most sense to serve kids of all ages in phase 1. Plus I think when looking at the 2 acres it would be easier to add a zip line later than finding space to put a basketball court and all of the equipment we would need in there to do that.

26 out of 41 Prefer a fixed to an adjustable hoop due to the extra initial cost as well as the long term cost if damage is done.

In regards to the trees I did a survey question to ask if we should A.) Keep as many trees as we can B.) Keep the good ones but use the space to get as much of a playground as we can or C.) Open ended question.

A.) 11 votes

B.) 28 Votes

C.) 2 votes and the responses are below:

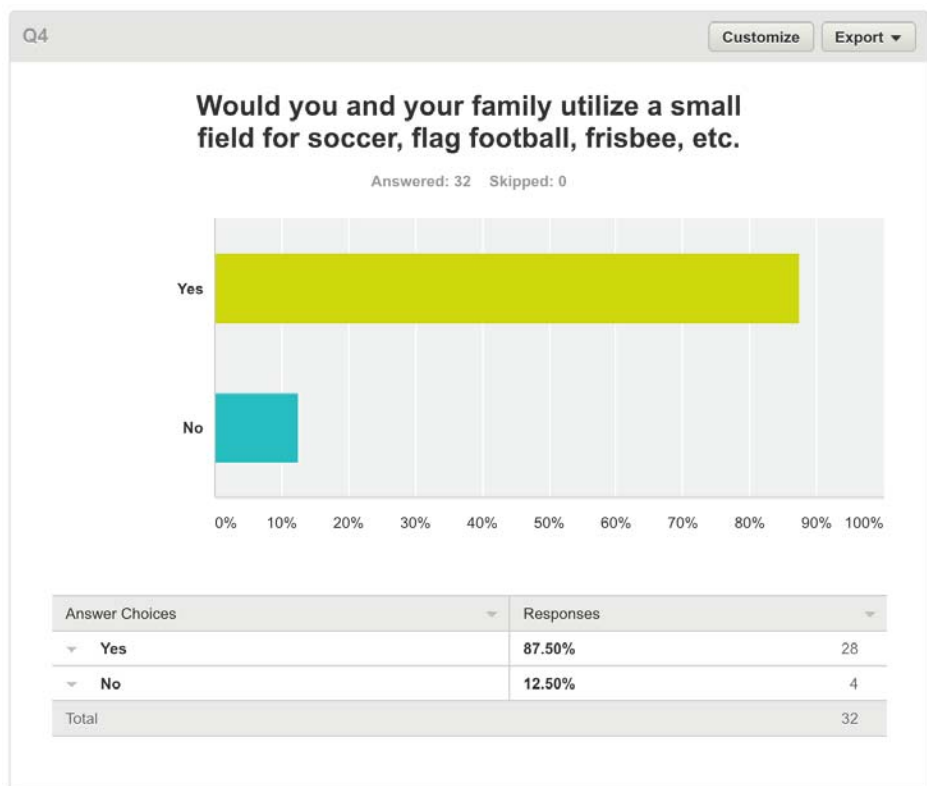
The way the trees are now does not look nice anyhow. They need to be thinned. I vote for option 2 but wanted to provide input on why.

No worries about the trees

Based on the votes and feedback I think you should keep any of the Oaks that looks good and make sense but not worry about the ones you mentioned didn't make sense to keep.

People are still in for Bocce if we can find it for under \$10,000. Only 7 out of 41 said not to pursue this. One thought I had was could it be at the end or the side of the basketball court or could they do the cement for it like we talked about at the same time as the basketball court to keep the cost down.

Looking back at our first Survey 28 out of 32 wanted an open area. If we can still find some corner of the park to allow for at least tossing a frisbee or playing fetch with a dog that would be highly desirable. Again I know the lot isn't that big just something to look at when doing the design.



I reached out to Lennar to see if they might help with the grading expense and so far I haven't received a NO. Mark Bode is my contact at Lennar and he said he would pass the ask up the chain. I am not confident in them doing anything but I figured it couldn't hurt to ask.

Also as expressed before neighbors are more than willing to put in sweat equity if it can help. I know you expressed at times this is more trouble but if you can find a job for them (even laying whatever playground fill we go with) to save cost let us know.

As we discussed let's trade out the larger kids playground for the smaller one unless the price difference doesn't make sense to do so. Either way I don't think the sails they had will work with the wind over here.

I like the idea of a stone sign and I think based on the layout we should put it at the base of the park. I think it would be too expensive to do two signs.

Again phase 2 should look at the exercise options along the trail and adding in the zip line which might fit nicely to the right of the trail.

Please let me know if I am missing anything or if you have any questions or concerns.

Thanks,
Tucker

On Wed, Jan 11, 2017 at 12:14 PM, Emily Becker <EBecker@lakeelmo.org> wrote:

Hi Tucker,

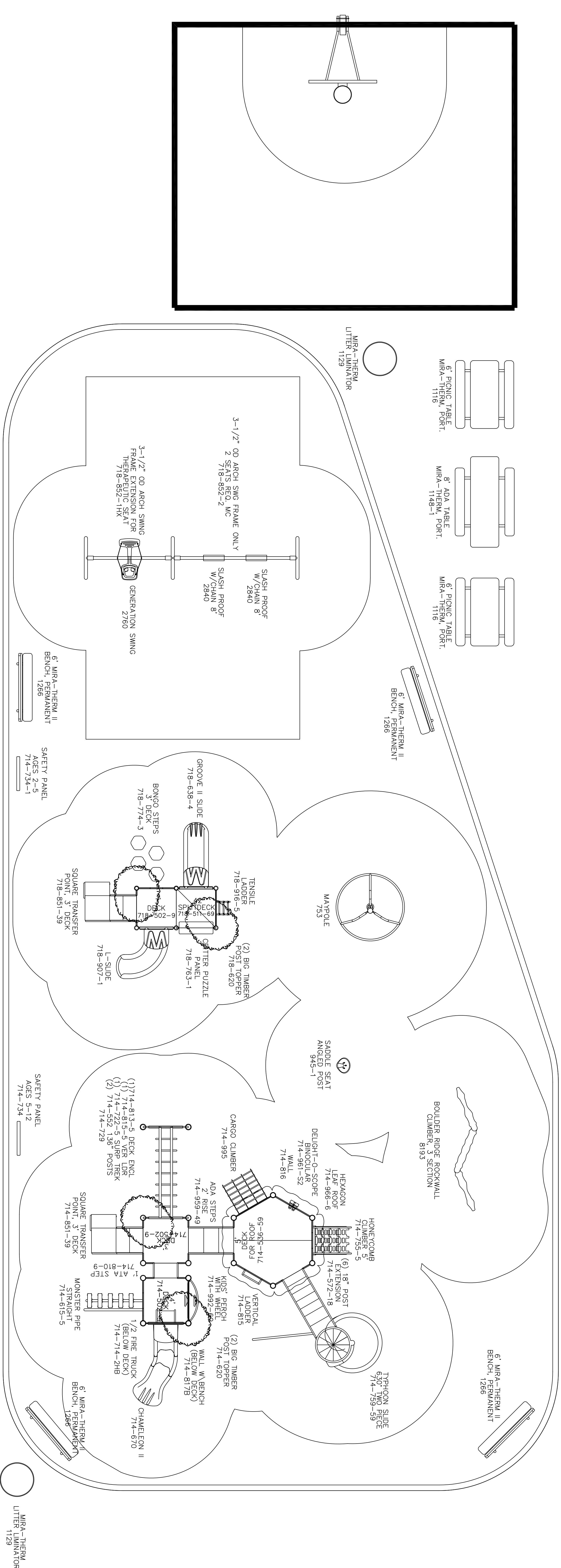
2-5 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	5	5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	5	3
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	0
ELEVATED LEVEL ACTIVITY TYPE	2	2
GROUND LEVEL ACTIVITY QUANTITY	3	2

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	9	REQD	5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	9	REQD	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	5	REQD	3
GROUND LEVEL ACTIVITY TYPE	5	REQD	3
GROUND LEVEL ACTIVITY QUANTITY	5	REQD	3

SAVONA PARK LAKE ELMO, MN



AREA: 4,137 SQUARE FEET
PERIMETER: 268'

The information provided is for estimation purposes only.

Play Area Capacity: 105-115

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each player's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

CD220759-760

GROUND SPACE: 77' X 35'
PROTECTIVE AREA: 102' X 48'

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES

**ADDITIONAL GROUND LEVEL
ACCESSIBLE ITEMS NEEDED
FOR ADA COMPLIANCE**

0	0
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DATE: 2/7/2017

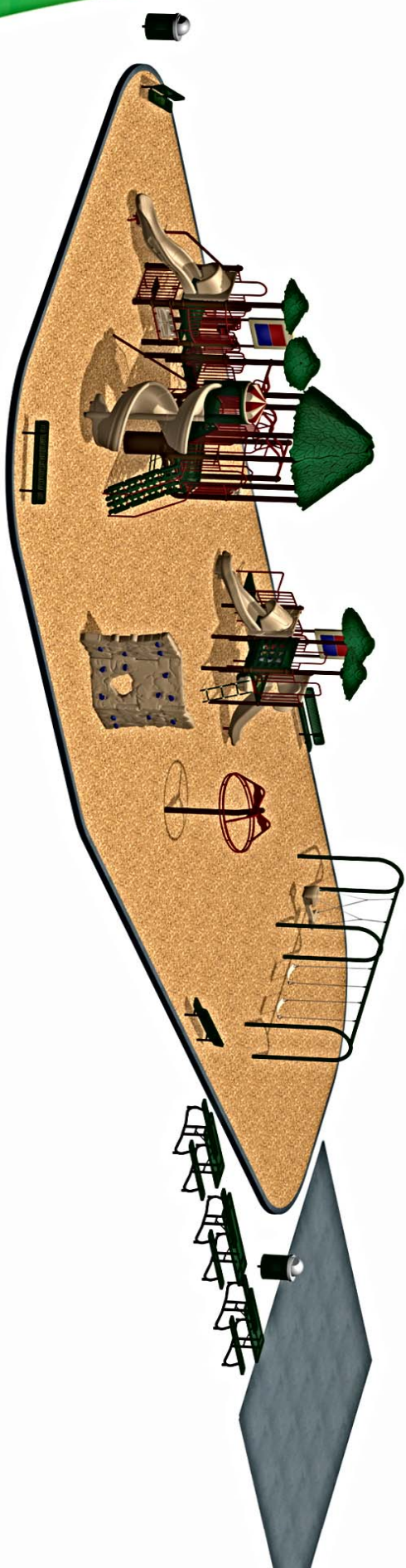
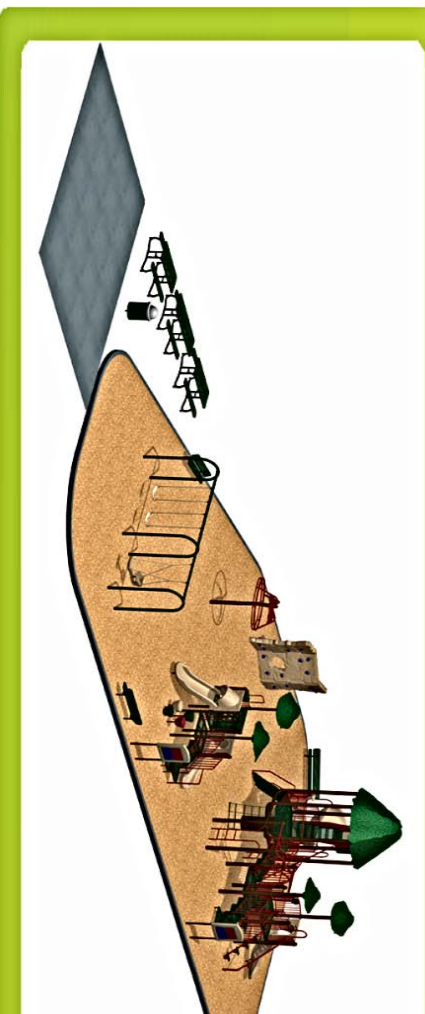
SCALE: 1/4"=1'-0"

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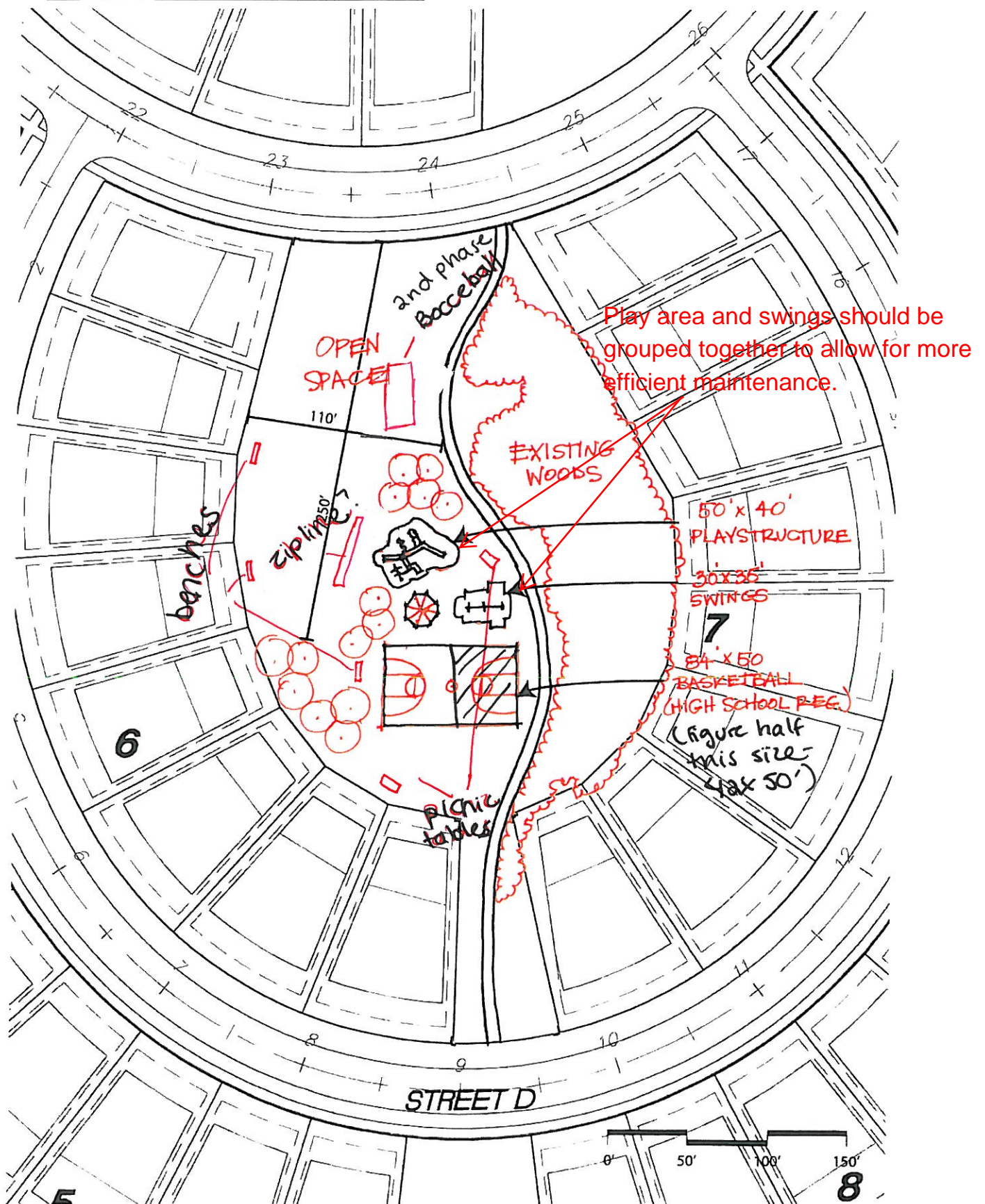


Savona Park

Lake Elmo, MN



CONCEPT SKETCH PLAN





Webber Recreational Design, Inc.

1442 Brooke Court · Hastings, MN 55033-3266
(651) 438-3630 · Fax: (651) 438-3939
(800) 677-5153
www.webberrec.com

February 14, 2017

City of Lake Elmo
ATTN: Rob Weldon
3800 Laverne Avenue N.
Lake Elmo, MN 55042

Dear Rob,

Below is the pricing for the engineered wood fiber, Dyna Cushion Mat and Goalsetter Goal for Savona Park

200 cu. Yards of engineered wood fiber- Delivered	\$ 23.65/yard	\$ 4,730.00
7- 4'x6'x2" Dyna Cushion Mats Delivered Only	\$ 195.00/each	\$ 1,365.00
Delivery to Lake Elmo, MN		<u>390.00</u>
Total Delivered Dyna Cushion Mats		\$ 1,755.00
MVP Goalsetter Basketball Goals (1)		\$ 1,950.00
Delivery to Lake Elmo, MN		<u>210.00</u>
Total Delivered MVP Goalsetter (1)		\$ 2,160.00

Does not include basketball court surface.

If you have any questions, please feel free to give me a call.

Sincerely,

Jay Webber- President

WEBBER RECREATIONAL DESIGN, Inc.

**Sales Representative**

Jay Webber

1442 Brooke Court

Hastings, MN 55033-3266

Phone: (651) 438-3630 Fax: (651) 438-3939

Equipment Quotation

Quote Number: 13170019

Quote Date: 02/14/2017

Customer Number: 5504B09

Terms of Sale: Net 30

Customer Class: 1. Parks & Rec

Shipping Method: Miracle

Freight Terms: Prepaid

Approximate Ship Date: ASAP

Cust PO Num: Savona Park

PO Remittance (if other than Sales Representative):**Prepared** City of Lake Elmo**For:** 3800 Laverne Avenue N.

Lake Elmo, MN 55042

RWeldon@lakeelmo.org

Location: City of Lake Elmo

3445 Ideal Avenue

Lake Elmo, MN 55042

Payment Miracle Recreation Equipment Company**Remittance:** PO Box 204757, Dallas, TX 75320-4757**Shipping/** Rob Weldon (651) 248-7828**Payment/** Rob Weldon (651) 747-3941**Accounting**
Contact:**Delivery**
Contact:

Quantity	Item Number	Description
4	1266	6' BENCH, 2-3/8' LEGS M'THERM-PERM
1	8193	BOULDER RIDGE ROCK WALL-3 SECTION, IN-GRND
2	7145029	SQUARE DECK (ATTACHES TO 4 POSTS)
1	71453659	CST 5' HEXAGON DECK FOR ROOF
2	71454933	5" OD X 112" POST (3' DECK)
3	71454943	5" OD X 124" POST (4' DECK)
1	7145523	5" OD X 136" POST (3' TO 5' DECKS)
7	71457218	5" OD X 18" POST EXTENSION W/HARDWARE
1	7145733	5" OD X 168" POST FOR ROOF (3'6"-5' DECK)
1	7145743	5" OD X 186" POST FOR ROOF (5'6"-6'6" DECK)
1	7146155	MONSTER PIPE CLIMBER, STRAIGHT (4' & 5' DECK)
2	714620	BIG TIMBER POST TOPPER
1	714670	CHAMELEON II ENTRY & EXIT (2'6" - 4'6" DECK)
1	7146705	CHAMELEON II RIGHT SECTION
1	714670EZ	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL
1	714670PZ	CHAM II PANEL-PRICE NCLUDED IN EXIT MODEL
1	7147142HB	FIRE TRUCK 1/2 PANEL (BELOW DECK)
1	714729	8' SERPENT TREK W/END CLIMBER
1	714734	SAFETY PANEL AGES 5-12, FREE STANDING
1	7147341	SAFETY PANEL AGES 2-5, FREE STANDING
1	7147555	HONEYCOMB CLIMBER (5' DECK)
1	71475959	9'4" TYPHOON SLIDE 630 DEG (5' DECK)
1	7148109	ADA STAIRS BETWEEN DECKS W/1' RISE
1	714815	VERTICAL LADDER CLIMBER (5' DECK)

Quantity	Item Number	Description
1	714816	WALL ENCLOSURE
1	714817B	WALL ENCLOSURE W/SEAT (BELOW DECK)
1	71485139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)
1	71495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN
1	714961S2	DELIGHT-O-SCOPE BINOCULARS (STEEL MOUNT)
1	7149666	BIG TIMBER HEX LEAF ROOF
1	71499269	KIDS' PERCH W/WHEEL
1	714995	CARGO CLIMBER (5' DECK)
1	753	MAYPOLE
1	9451	SADDLE SEAT, ANGLED POST
2	1129	PVC LITTER LIMINATOR W/DOME LID
1	2760	SWG PART GENERATION SWG SEAT W/CHAIN
2	2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)
1	7188521HX	3 1/2" OD ARCH ADD-A-BAY 8' TR THERA SEAT MC
1	7188522	3 1/2" OD ARCH SWG FRAME ONLY 2 SEATS REQ MC
2	1116	6' PICNIC TABLE, 2-3/8 LEGS M'THERM-PORT
1	11481	8' ADA TABLE, 2-3/8" LEGS M'THERM-PORT
1	7185029	SQUARE DECK (ATTACHES TO 4 POSTS)
1	71851169	SPLIT DECK, 6" RISE
1	7185493	3 1/2" OD X 106" POST (3' DECK)
3	7185494	3 1/2" OD X 118" POST (4' DECK)
1	718573	3 1/2" OD X 162" POST FOR ROOF (3'6" TO 5'DK)
1	718574	3 1/2" OD X 180" POST FOR RF (5'6"TO 6'6" DK)
2	718620	BIG TIMBER POST TOPPER
1	7186384	GROOVE II SLIDE (4' DECK)
1	7187631	CRITTER PUZZLE PANEL
1	7187743	BONGO STEPS W/ENCLOSURE (3' DECK)
1	71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)
1	7189071	"L" SLIDE RH W/CANOPY (3' DECK)
1	7189165	TENSILE LADDER (3, 4, OR 5' DECK)

Equipment Total:	\$65,068.00
Freight:	\$3,581.76
Installation:	\$18,220.00
Discount:	\$19,520.40
Grand Total:	\$67,349.36

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: 13170019 **Quote Date:** 02/14/2017 **Equipment Total:** \$65,068.00 **Grand Total:** \$67,349.36

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
--------------	------------------------	------

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY.

By: _____ **Date:** _____

ADDITIONAL TERMS CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



STAFF REPORT

DATE: February 22, 2017

REGULAR

ITEM #: 5

MOTION

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

BACKGROUND:

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

The Commission had two major concerns regarding the Agreement:

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

ISSUE BEFORE COMMISSION:

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

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

PROPOSAL DETAILS/ANALYSIS:

Other concerns:

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

Tony Manzara of Friends’ responses:

The Friends have provided proposed amendments to the agreements to address concerns. This draft agreement is attached, and the following provides a summary of the changes.

- *Mission Statement.* The mission statement features are covered in the Recitals and Article II sections of the Agreement, but if the City so wishes, the Friends can include the mission statement as a fourth Exhibit.
- *License to Use of the Property.*
 - One day events: Proposes to allow placement of signs, tables, cameras, and objects *without prior permission*.
 - More permanent items: Friends will draw written proposals for location and purpose of each item to be installed and ask for permission from Staff and Parks Commission.
- *Name.* Response to concern about the name Sally Manzara Interpretive Nature Center in perpetuity:
 - Proposes that the City may change the name of the Nature Center only when the City has terminated the Agreement and has paid the appraised value of the building.
 - Proposes that if the Friends terminates the agreement and donates the Nature Center to the City, it will continue to be known as the Sally Manzara Interpretive Nature Center until/if the City converts the building to another use.
- *Financial Disclosures.* Currently, the Friends are required to provide the City with a detailed disclosure of its financial resources in conjunction with this financial status reports on an annual basis and a fully audited adjustment every third year, unless the Friend’s total revenues exceed \$100,000.
 - Friends expects their first year’s revenue to be over \$100,000, and subsequent years’ revenues to be under \$100,000.
 - The friends would like to revise this to read “unless the Friend’s total annual revues exceed \$100,000.”
 - Would like the audited statements to be prepared by an independent Certified Public Accountant.
- *Completion Date*
 - Currently states July 4, 2019.
 - The Friends have requested that the completion date be changed to “three years from the date of execution of this agreement.
- *Escrow.*
 - Proposes that the Friends deposit funds equal to the total of the selected contractor’s bids according to the approved plans.
 - Proposes that the City release funds upon submittal of contractor invoices.
 - Terms: within 30 days and only funds exceeding \$20,000.

FISCAL IMPACT:

- The Friends would be responsible for the cost of constructing and maintaining the building. The escrow amount would be determined by the bids provided by contractors. The Friends would also be responsible for the cost of installing a septic system or other approved wastewater treatment system. If municipal sewer is extended to the property in the future, it is understood the building would be required to connect but the City and Friends would discuss how the assessment and connection charges would be allocated at that time.
- If the City terminates the Agreement, it would be responsible for the purchase of the Nature Center at its assessed value.
- City costs would be limited to staff time for promotion of Friends programs, assistance with grant applications or other governmental agency approvals. Additionally, the City would bear the cost to repair any damage to the building occurring as a result of City-organized use of the building. The City would continue to be responsible for the maintenance of the access road, parking lot, and all trails.

OPTIONS:

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

ATTACHMENTS:

- City Draft Lease Agreement (edited after December Parks Commission Meeting-watermarked 'Draft')
- Friends' Edited Draft Lease Agreement (watermarked 'Friends' Draft)

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

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

RECITALS

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

2. Construction of the Building. The Friends shall construct and install the Nature Center Building in accordance with the Approved Plans with a contractor acceptable to the Friends and the City. The Friends shall construct the Nature Center Building at its sole cost and expense, in a good and workmanlike manner, and in accordance with all applicable laws, codes, ordinances, and regulations. Any significant changes in the Approved Plans will be submitted to the Land Trust and the City for approval. Other than the Nature Center Building, the Friends shall make no other alterations or improvements to the Property without the prior written consent of the City. Prior to issuance of a certificate of occupancy for the Nature Center Building, the Friends shall clean up and remove all construction debris and trash from the Building Site and the Property. For purposes of this Agreement, _____ shall be the Friends' representative with respect to the Nature Center Building construction or any other work to be performed on behalf of the Friends on the Property. The Nature Center Building must be completed no later than _____, July 4, 2019_____.

3. Escrow. In order to ensure that the Nature Center Building is completed and in order to ensure that the City has the funds to demolish the Nature Center Building in the event that this Agreement is terminated by the Friends, the Friends shall provide the City with a copy of the bid or bids from the contractors that the Friends selects to construct the Nature Center Building. The Friends then shall deposit \$20,000-an amount that is equal to the amount of the bid(s) with the City to be held by the City in an escrow account prior to the issuance of a building permit. The Friends may submit monthly requests for reduction of the escrow in amounts equal to invoices submitted to date for work completed on the project. In the event that the Nature Center Building is not complete by July 4, 2019, the City shall provide the Friends with written notice of the outstanding items to be completed. If the items are not completed within 60 days of the date of the notice, the City may either complete the items and reimburse itself for the costs associated with the completion from the escrow account or demolish the Nature Center Building and reimburse itself for the costs associated with the demolition from the escrow account.

ARTICLE II NATURE CENTER OPERATIONS

1. Friends' Responsibilities.

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

2. City's Responsibilities.

- a. The Nature Center Building shall be officially named the "Sally Manzara Interpretive Nature Center" and the City shall refer to it as such.

- b. The City will promote the Friends' activities and events at the Nature Center Building and the Property through publishing articles in the City publications and placing these activities and events on the City event calendar and web site.
- c. The City will cooperate with the Friends with respect to any approvals by other government agencies or other entities needed by the Friends in order to operate a Nature Center on the Property. The City will also cooperate with the Friends with respect to the Friends' applications for grant funding for the Nature Center. With respect to both activities, the Friends shall be responsible for preparing any application that needs to be submitted and the City will assist by signing the application, if necessary and providing any supporting information that it may have available.

ARTICLE III FINANCIAL

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

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

1. Lease of Nature Center Building Site. The City hereby exclusively leases the Nature Center Building Site to the Friends. Monthly rent shall be \$1.00 and shall be payable on the first day of each month or in advance.

2. License to Use Property. The City hereby grants the Friends a non-exclusive license to use the remainder of the Property for nature center activities, including, but not limited to, self-guided or naturalist-guided nature walks, cross-country skiing, hiking and sledding. With the City's permission, the Friends may place features or equipment on the Property that are related to the use of the Property as a nature center. ~~The City hereby grants permission for the installation of surveillance equipment on the Property, such as game cameras, microphones and security cameras that are to be used to observe and record activity on the Property.~~

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

formalin). The storage of these substances must be in compliance with all local, state and federal regulations and requirements and any licenses or permits must be obtained, if required.

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

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

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

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

8. Alterations. With the exception of the construction of the Nature Center Building, the Friends shall not make any major alterations, improvements, or additions to the Nature Center Building Site or the Property without the prior written approval of the City. A "major alteration, improvement or addition" is any alteration, improvement, or addition to the Nature Center Building: (a) which is structural in nature; (b) which would materially change the Nature Center Building exterior appearance; (c) which would materially change or affect the electrical, mechanical, heating, ventilating and air conditioning or utilities systems or routing servicing of the Nature Center Building; or (d) which is estimated in good faith to cost in excess of \$10,000.

All alterations, improvements or additions shall be performed by the Friends, at no cost or expense to the City.

9. Sub-Letting. The Friends shall not sublet any portion of the Nature Center Building Site.
10. Utilities and Services. The Friends shall be responsible for paying all charges for all utilities for the Nature Center Building Site, including, but not limited to, water, septic system, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal. The Property is currently not served by the City's sanitary sewer system. In the event that sanitary sewer service becomes available, the Friends understand that the Nature Center Building will be required to connect. The City and the Friends will determine at that time how the assessment and the connection charges should be allocated between them.
11. Surrender. Upon termination of this Agreement, the Friends shall remove all debris and personal property of, or created by the Friends.

ARTICLE V INSURANCE AND LIABILITY

1. Indemnification. The Friends shall hold the City and Land Trust harmless from and indemnify and defend the City and the Land Trust against any claim or liability arising in any manner from the Friends' use, improvement, and occupancy of the Nature Center Building Site and the Property, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center Building or on the Nature Center Building Site and Property at the Friends' invitation or sufferance.
2. Personal Property. The Friends shall be responsible for any personal property that it keeps at the Nature Center Building Site and the Property. The Friends agree to hold the City harmless from any and all loss or damage to its personal property, except in the case of loss or damage incurred during the City's use of the Nature Center Building or the Property.
3. Insurance.
 - a. Insurance to be Maintained by the Friends. The Friends shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center Building Site and the Property as a result of its operation of the Nature Center Building. Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. The Friends shall also maintain property damage insurance for the Nature Center Building. The Friends shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. The Friends shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. The Friends shall also maintain workers' compensation insurance for its employees.

- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for the Property, with the exception of the Nature Center Building.
 - c. Subrogation. The Friends and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.
4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.
5. Independent Contractor Status. All services provided by the Friends and its officers, employees, volunteers and agents pursuant to this Agreement shall be provided by such persons as an employee of the Friends, volunteer of the Friends or as an independent contractor and not as an employee or volunteer of the City for any purpose. The Friends shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

- (a) The Friends of Lake Elmo’s Sunfish Lake Park
5050 Kirkwood Avenue North
Lake Elmo, MN 55042
Attn: Anthony P. Manzara
- (b) City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
Attn: City Administrator

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

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

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

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

DRAFT

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

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Kristina Handt
Its: City Administrator

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

By: _____
Its: _____

EXHIBIT A
Legal Description of the Property
(taken from Conservation Easement document for Sunfish Lake Park)

Exhibit A

Legal Description of the Protected Property

The Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29), Range Twenty-one (21), and the West Thirty-three (33) feet of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29), Range Twenty-one (21), Washington County, Minnesota.

AND

That part of the Northeast quarter of the Northwest quarter of Section 15, Township 29, Range 21, Washington County, Minnesota, described as commencing at the Northeast corner of said Northeast quarter of Northwest quarter; thence South 0° 51' 45" East, assumed bearing, along the East line thereof, 501.27 feet to the South line of the North 30 acres of said Northwest quarter and to the actual point of beginning of the land to be hereinafter described; thence South 89° 01' 54" West along said South line of North 30 acres 800 feet; thence South 0° 51' 45" East 734.30 feet; thence North 89° 01' 54" East 800 feet to the East line of said Northeast quarter of the Northwest quarter; thence North 0° 51' 45" West along said East line 734.30 feet to the actual point of beginning.

AND

The Northwest quarter of the Northeast quarter, the Northeast quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter, the North three-quarters of the Southeast quarter of the Northeast quarter and that part of the East 87 feet lying South of the North three-quarters of the Southeast quarter of the Northeast quarter all in Section 15, Township 29, Range 21.

AND

The east 87 feet of that part of the Southeast quarter of Section 15, Township 29, Range 21, lying Northerly of the Northerly right of way line of State Highway #212, subject to the right of way Stillwater Lane (formerly State Highway #212).

AND

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW 1/4 of NE 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29) North, Range Twenty-one (21) West, Washington County, Minnesota.

AND

The North Three (3) rods of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW 1/4 of SE 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29), Range Twenty-one (21), Washington County, Minnesota.

AND

The South Forty (40) acres of Government Lot Five (5), Section Ten (10) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Ten (10). AND the North Thirty (30) acres of the North one-half of the Northwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Fifteen (15), all in Township Twenty-nine (29) North of Range Twenty-one (21) West, containing 110 acres more or less.

EXCEPT:

All that part of the South 40 acres of Government Lot 5, Section 10, and the Southeast Quarter of the Southwest Quarter of Section 10, and the North 30 acres of the North One-Half of the Northwest Quarter of Section 15, all in Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

Beginning at the northwest corner of said Section 15, thence South 00 degrees, 18 minutes, 30 seconds West, bearings are based on the Washington County Coordinate System NAD83, along the west line of said Section 15, a distance of 501.27 feet to the south line of said North 30 acres of the North One-Half of the Northwest Quarter of Section 15, thence North 89 degrees, 51 minutes, 00 seconds East, along said south line, a distance of 1808.59 feet, thence North 00 degrees, 02 minutes, 32 seconds West and parallel with the east line of said Northwest Quarter of Section 15, a distance of 501.26 feet to the north line of said Section 15, thence South 89 degrees, 51 minutes, 00 seconds West, along said north line a distance of 105.52 feet, thence North 00 degrees, 53 minutes, 21 seconds West and parallel with the west line of said Section 10, a distance of 650.00 feet, thence South 89 degrees, 51 minutes, 00 seconds West and parallel with the south line of said Section 10, a distance of 200.00 feet, thence North 00 degrees, 53 minutes, 21 seconds West and parallel with the west line of said Section 10, a distance of 656.24 feet, to a point on the north line of said Southeast Quarter of the Southwest Quarter of Section 10, thence South 89 degrees, 45 minutes, 24 seconds West, along said north line, a distance of 193.17 feet to the northwest corner of said Southeast Quarter of the Southwest Quarter, thence North 00 degrees, 42 minutes, 39 seconds West, along the east line of said Government Lot 5, a distance of 29.52 feet to the northeast corner of said South 40 acres of Government Lot 5, thence South 89 degrees, 51 minutes, 00 seconds West, along the north line of said South 40 of Government Lot 5, a distance of 706.92 feet, thence South 00 degrees, 53 minutes, 21 seconds East and parallel with the west line of said Section 10, a distance of 200.00 feet, thence South 50 degrees, 54 minutes, 08 seconds West, a distance of 127.25 feet, thence South 89 degrees, 51 minutes, 00 seconds West and parallel with the north line of said South 40 acres of Government Lot 5, a distance of 500.00 feet to the west line of said Section 10, thence South 00 degrees, 53 minutes, 21 seconds East along the west line of said Section 10, a distance of 1055.45 feet to the point of beginning, containing 65.9 acres, more or less.

AND ALSO EXCEPT:

All that part of the South 40 acres of Government Lot 5, Section 10, Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 10, thence North 00 degrees, 53 minutes, 21 seconds West along the west line of said Section 10, a distance of 1055.45 feet to the point of beginning, thence continuing North 00 degrees, 53 minutes, 21 seconds West along the west line of said Section 10, a distance of 280.00 feet to the northwest corner of said South 40 acres of Government Lot 5, thence North 89 degrees, 51 minutes, 00 seconds East along the north line of said South 40 acres of Government Lot 5, a distance of 600.00 feet, thence South 00 degrees, 53 minutes, 21 seconds East and parallel with the west line of said Section 10, a distance of 200.00 feet, thence South 50 degrees, 54 minutes, 08 seconds West, a distance of 127.25 feet, thence South 89 degrees, 51 minutes, 00 seconds West and parallel with the north line of said South 40 acres of Government Lot 5, a distance of 500.00 feet to the point of beginning, containing 3.8 acres, more or less.

EXHIBIT B

Preliminary Plans for the Nature Center

The image reproduced here represents a more complete preliminary plan contained in the accompanying document "Sketches for SMINC 12-19-2016.ppt"

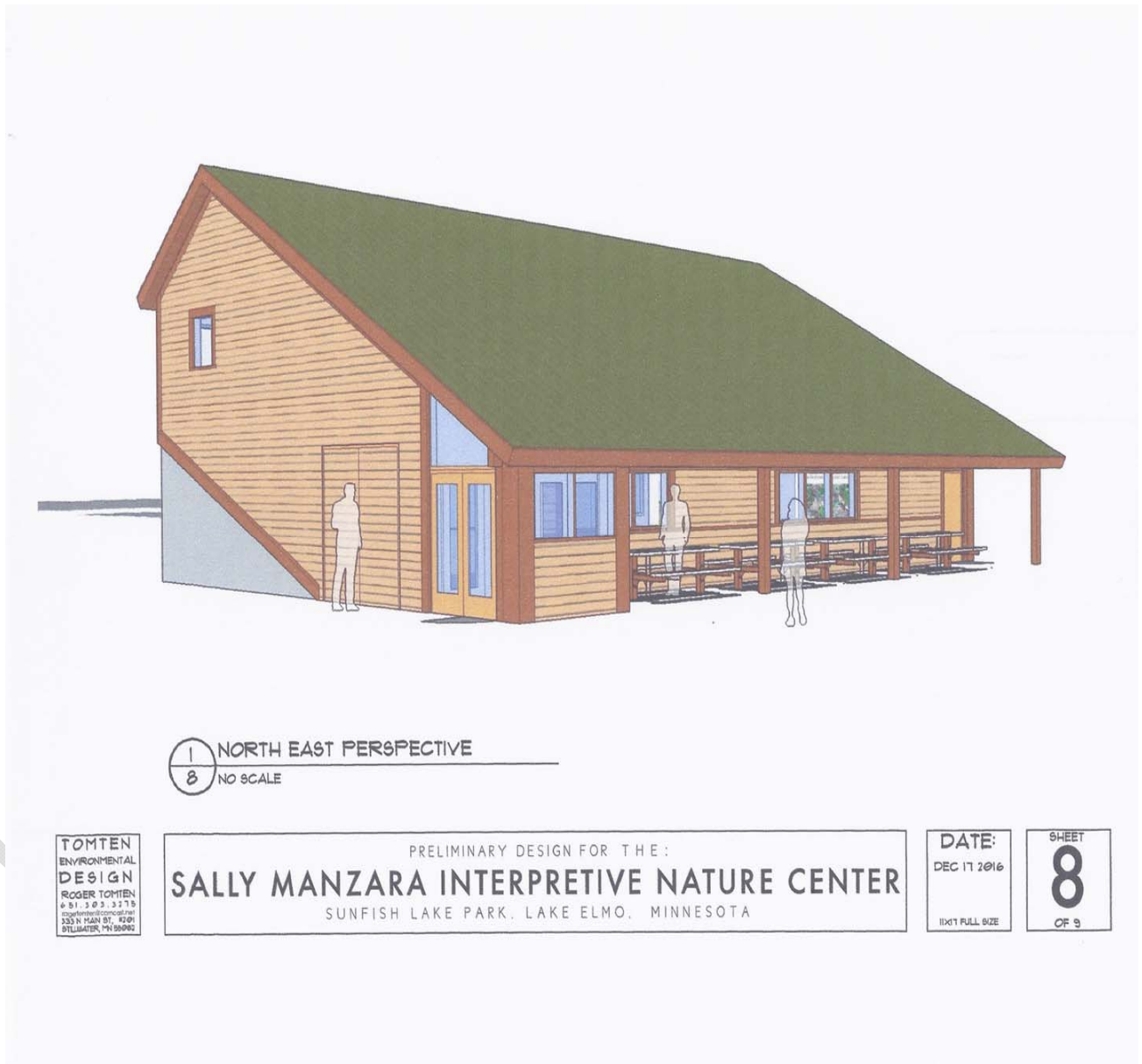


EXHIBIT C

Description of Nature Center Building Site

The Nature Center Building Site is defined as one acre (a square plot approximately 207 feet on a side) oriented with the edges north-south and east-west, with its eastern side centered on the existing fire hydrant which is located just west of the Sunfish Lake Park south entrance drive just before it turns into the parking lot, and its northern side centered on the southernmost of the boulders which form the southern boundary of the existing parking lot.

**SALLY MANZARA INTERPRETIVE NATURE CENTER
DEVELOPMENT, LEASE, LICENSE AND OPERATING AGREEMENT
Edited February 15, 2017**

This Development, Lease, License and Operating Agreement (this “Agreement”) is entered into effective as of this _____ day of _____, 2017 (the “Effective Date”) by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and the Friends of Lake Elmo’s Sunfish Lake Park, a Minnesota non-profit corporation (the “Friends”).

RECITALS

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

3. Escrow. In order to ensure that the Nature Center Building is completed and in order to ensure that the City has the funds to demolish the Nature Center Building in the event that this Agreement is terminated by the Friends, the Friends shall deposit \$20,000 with the City to be held by the City in an escrow account. the Friends will deposit funds equal to the total of the selected contractor's bids for the construction of the nature center building according to the Approved Plans into an escrow account held by the City of Lake Elmo at _____.. After each contractor's invoice for a progress payment or final payment is received, the Friends will submit to the City a request for release of that amount, and the City will release the money to the Friends within 30 calendar days. Upon issuance of the Occupancy Permit by the City Building Department, any residual funds in said escrow account over \$20,000 will be released to the Friends. If the account balance does not exceed \$20,000 at this point, the Friends will replenish it to this level for the purposes described in ARTICLE VI paragraph 1. .

In the event that the Nature Center Building is not complete by **July 4, 2019**, *three years from the date of execution of this agreement*, the City shall provide the Friends with written notice of the outstanding items to be completed. If the items are not completed within 60 days of the date of the notice, the City may either complete the items and reimburse itself for the costs associated with the completion from the escrow account or demolish the Nature Center Building and reimburse itself for the costs associated with the demolition from the escrow account.

ARTICLE II NATURE CENTER OPERATIONS

1. Friends' Responsibilities.

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

2. City's Responsibilities.

- a. The Nature Center Building shall be officially named the "Sally Manzara Interpretive Nature Center" and the City shall refer to it as such, *unless the name is changed in accordance with the provisions of ARTICLE VI Paragraph 1.*
- b. The City will promote the Friends' activities and events at the Nature Center Building and the Property through publishing articles in the City publications and placing these activities and events on the City event calendar and web site.
- c. The City will cooperate with the Friends with respect to any approvals by other government agencies or other entities needed by the Friends in order to operate a Nature Center on the Property. The City will also cooperate with the Friends with respect to the Friends' applications for grant funding for the Nature Center. With respect to both activities, the Friends shall be responsible for preparing any application that needs to be submitted and the City will assist by signing the application, if necessary and providing any supporting information that it may have available.

**ARTICLE III
FINANCIAL**

1. Budget. The Friends agree to operate the Nature Center Building within a balanced budget plan. The Friends shall take all actions necessary to assure that its annual operating expenditures do not exceed annual operating revenues. The Friends must provide the City with financial status reports as required by the City. By *December 31st* of each year and consistent with the City's budget cycle, the Friends must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. The Friends shall submit an annual operating budget to the City by *September 30th* for the upcoming fiscal year.

2. Financial Disclosures. The Friends agree to provide the City with a detailed disclosure of its financial resources in conjunction with its financial status reports on an annual basis and a fully audited statement *by an independent Certified Public Accountant* every third year, unless the Friends' **total annual** revenues exceed \$100,000 in which case, a fully audited statement **shall be provided to the City each year the revenues exceed \$100,000.** The City also has the right to request that the Friends provide additional audits of the Friends' investments, receivables and payables so as to allow the City to verify the accuracy of the Friends' financial status reports. Such additional audits will be at the sole cost of the City. The City shall have the right to examine the Friends' books and financial records at any time upon making a written request.

3. Tax Exempt Status. The Friends covenant and agree that the Nature Center Building is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. The Friends shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by

the Nature Center Building of its tax exempt status in the year of termination of this Agreement and year after termination.

ARTICLE IV

LEASE OF NATURE CENTER BUILDING SITE AND LICENSE TO USE PROPERTY

1. Lease of Nature Center Building Site. The City hereby exclusively leases the Nature Center Building Site to the Friends. Monthly rent shall be \$1.00 and shall be payable on the first day of each month or in advance.

2. License to Use Property. The City hereby grants the Friends a non-exclusive license to use the remainder of the Property for nature center activities, including, but not limited to, self-guided or naturalist-guided nature walks, cross-country skiing, hiking and sledding. With the City's permission, the Friends may place features or equipment on the Property that are related to the use of the Property as a nature center. For one-day events such as family days, geo-caching, quick videos, etc., the City will allow such placements as signs, tables, cameras, objects, etc. without prior permission. For more permanent items such as trail-marking signs, rest benches, etc. or for items such as video / audio equipment to observe and record the presence and behavior of wildlife in the support of a wildlife census or another interpretive purpose, the Friends will draw up written proposals for the location and purpose of each item to be installed on the Property for more than one day and submit these proposals to the City Parks Department and Parks Commission for approval prior to installation.

Deleted:

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

License to Use Property. The City hereby grants the Friends a non-exclusive license to use the remainder of the Property for nature center activities, including, but not limited to, self-guided or naturalist-guided nature walks, cross-country skiing, hiking and sledding.

3. Use of the Nature Center Building Site and the Property. The Friends shall use the Nature Center Building Site and the Property for nature center uses and for no other uses whatsoever. The Friends agree that throughout the term of this Agreement, it shall not use the Nature Center Building Site or the Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act,

33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a “hazardous air pollutant” under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. “Hazardous Substances” shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde. However, this paragraph will not be interpreted as forbidding the proper storage by the Friends of reasonable amounts of hazardous substances commonly used in the operation of a nature center, such as fuels (e.g. gasoline, diesel fuel or propane), equipment and vehicle maintenance fluids (e.g. anti-freezes, lubricants, engine cleaners), materials used for coating structures or furniture (e.g. paints, varnishes), and materials used for craft work or specimen preservation (e.g. epoxies, urethanes, acrylic monomers, or formalin). The storage of these substances must be in compliance with all local, state and federal regulations and requirements and any licenses or permits must be obtained, if required.

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

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

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

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

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

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

10. Utilities and Services. The Friends shall be responsible for paying all charges for all utilities for the Nature Center Building Site, including, but not limited to, water, septic system, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal. The Property is currently not served by the City's sanitary sewer system. In the event that sanitary sewer service becomes available, the Friends understand that the Nature Center Building will be required to connect. The City and the Friends will determine at that time how the assessment and the connection charges should be allocated between them.

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

ARTICLE V INSURANCE AND LIABILITY

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

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

3. Insurance.

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

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

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

ARTICLE VI GENERAL PROVISIONS

1. Termination. In the event that the Friends are in breach of any of the terms of this Agreement, the City shall provide the Friends with written notice of the breach and provide the Friends with at least 60 days of the date of the notice to cure the breach. In the event that the Friends do not cure the breach, the City may either cure the breach and reimburse itself for its costs to cure the breach from the escrow account. *or if the breach is a material breach, terminate this Agreement.* In the event that the City opts to cure the breach and reimburses itself for its costs from the escrow account, the Friends shall replenish the escrow account so that the balance is at least \$20,000.

If the breach is a material breach the City may terminate this Agreement and at its option either use the escrow fund to demolish the building, *or If this Agreement is terminated by the City, choose to keep and use the building. In the latter case,* the Friends shall surrender the Nature Center *Building and Building Site* to the City upon payment of the Appraised Value of the Nature Center Building. The “Appraised Value” shall be determined as follows:

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

Upon payment of the “Appraised Value” by the City, the Nature Center Building shall become the property of the City, *and the City may change the name of the building.*

In the event that the Friends are unable to continue the operation and maintenance of the Nature Center Building, the Friends may terminate this Agreement. The Friends shall provide the City with written notice of the termination at least 60 days prior to the effective date of termination. The Friends may choose to donate the Nature Center Building to the City *(in the event that the City agrees to accept it)* or remove it. *If it is donated to the City and continues to be used as a nature center, it will continue to be known as the Sally Manzara Interpretive Nature Center. If the City converts the building to another use, the name may be changed.* In the event that the Friends opt to remove the Nature Center Building, the Friends must remove all debris and restore the Property to its original condition.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Kristina Handt
Its: City Administrator

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

By: _____
Its: _____



STAFF REPORT

DATE: February 22, 2017
ITEM #: 6

TO: Parks Commission
FROM: Emily Becker, City Planner
AGENDA ITEM: Royal Golf Preliminary Plat Submittal

BACKGROUND:

The City has received a Preliminary Plat Application from HC Royal Golf Course Development, LLC (Developer) for the area formerly known as Tartan Park.

The Parks Commission previously discussed this development and indicated that there should be a trail connecting 20th Street to 10th Street, and that a park would be desired, but it is not necessary that it be a public park; a park that is owned and maintained by the Homeowners' Association (HOA) would suffice.

ISSUE BEFORE COMMISSION:

The Commission should review the proposed Preliminary Plat and provide feedback.

PROPOSAL DETAILS/ANALYSIS:

Trail. The proposed Preliminary Plat has two separate outlots for trails: Outlots B (3.72 acres) and T (2.94 acres). These outlots total 6.66 acres. The Developer will receive parkland dedication credit for both the value of the trail outlots and the construction of trails.

Adherence to 2005 Comprehensive Trail Guide Plan. The trail provides connectivity between 20th and 10th Street North, as was requested by many residents providing comment. The City and County Trail Plan, attached, shows that the County has plans to construct a trail on Lake Elmo Avenue (CSAH-17) and 10th Street North (CSAH 10). Staff will further clarify with the County if anything additional is needed for the construction of these planned county trails.

Parkland Dedication. The Developer will need to hire an assessor to assess the value of the land and pay 10% of the value of the property, less the assessed value of 6.66 acres of the trail outlots and construction of the trails not within the right-of-way.

Private Recreation. A private park is proposed in the southwest corner of the site as a small neighborhood amenity. There is also an HOA-owned and maintained fitness center and swimming pool proposed in the golf clubhouse area on the west side of the parking lot. The exact location and design have yet to be determined but will be proposed during the Conditional Use Permit (CUP) process. Use of the fitness center will be paid for through HOA dues.

FISCAL IMPACT:

See 'Parkland Dedication' above.

RECOMMENDATION:

Staff recommends that the Parks Commission review the proposed Preliminary Plat and provide feedback and make recommendation on the proposed trails.

ATTACHMENTS:

- Royal Golf Preliminary Plat Trail Plan
- Comprehensive Trail Guide Plan
- City and County Trail Plan



Royal Golf Club



VICINITY MAP

SHEET INDEX:

1. Cover
- 2-7. Existing Conditions
8. Preliminary Plat Index
- 9-27. Preliminary Plat
28. Site Index
- 29-45. Preliminary Site and Utility Plan
46. Grading Index
- 47-59. Preliminary Grading and Erosion Control Plan
- 60-62. Details
- 63-65. Retaining Wall Profiles
- L1-L9. Landscape Plans
- T1-T24. Tree Preservation Plan
- P1. Phasing Plan

BENCHMARKS

- 1) NW/2017 2205 Station #33653 (HYBRID)
WN18.3 - Top of Control Stake
Elevation = 941.54 (NAVD 83)
- 2) NW/2017 2205 Station #33601
LN147.12 (HYBRID) - Top of Control
Stake Elevation = 923.04 (NAVD 83)



environmental
engineering
surveying

1500 Pleasant Ridge Drive SW,
Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

I hereby certify that this plan, specification
or report was prepared by me or under my
direct supervision and that I am a duly
Licensed Professional Engineer under
the laws of the State of Minnesota

Print Name: Brian J. Krawinkel, P.E.
Signature: [Signature]
Date: 09/21/15 License #: 00882

Drawn: [Signature]
Designed: [Signature]
Date: 09/21/15

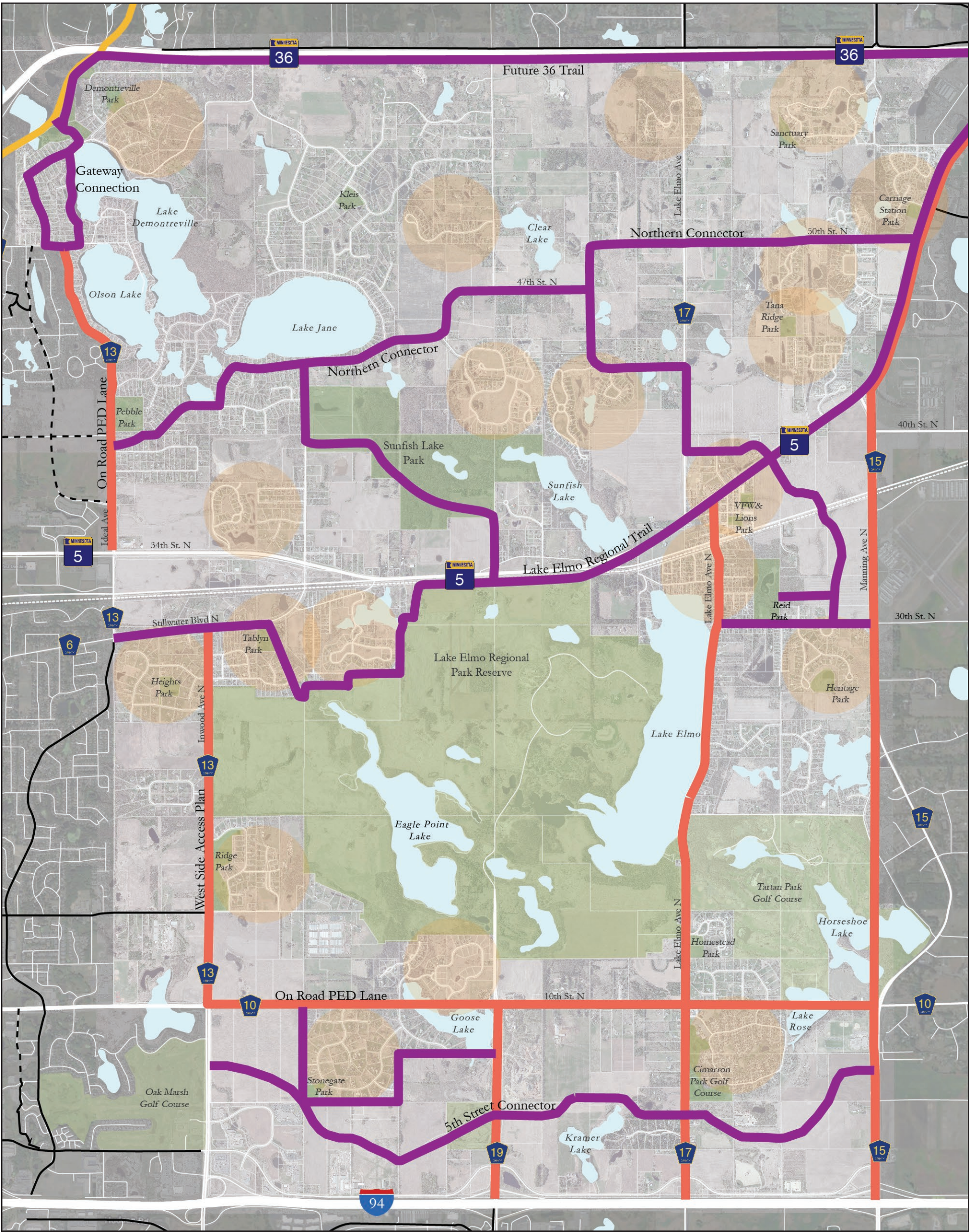
Revisions:
1. 02/10/17 Revised per City Comments

H.C. Golf Course Development, LLC.
11074 Radisson Rd NE,
Blaine, MN 55449

THE ROYAL GOLF CLUB AT LAKE ELMO
Lake Elmo, Minnesota

COVER

1
of
65



Washington County, MN

The City of Lake Elmo

City and County Trail Plan



- County Trail
- City Trail
- Gateway Trail

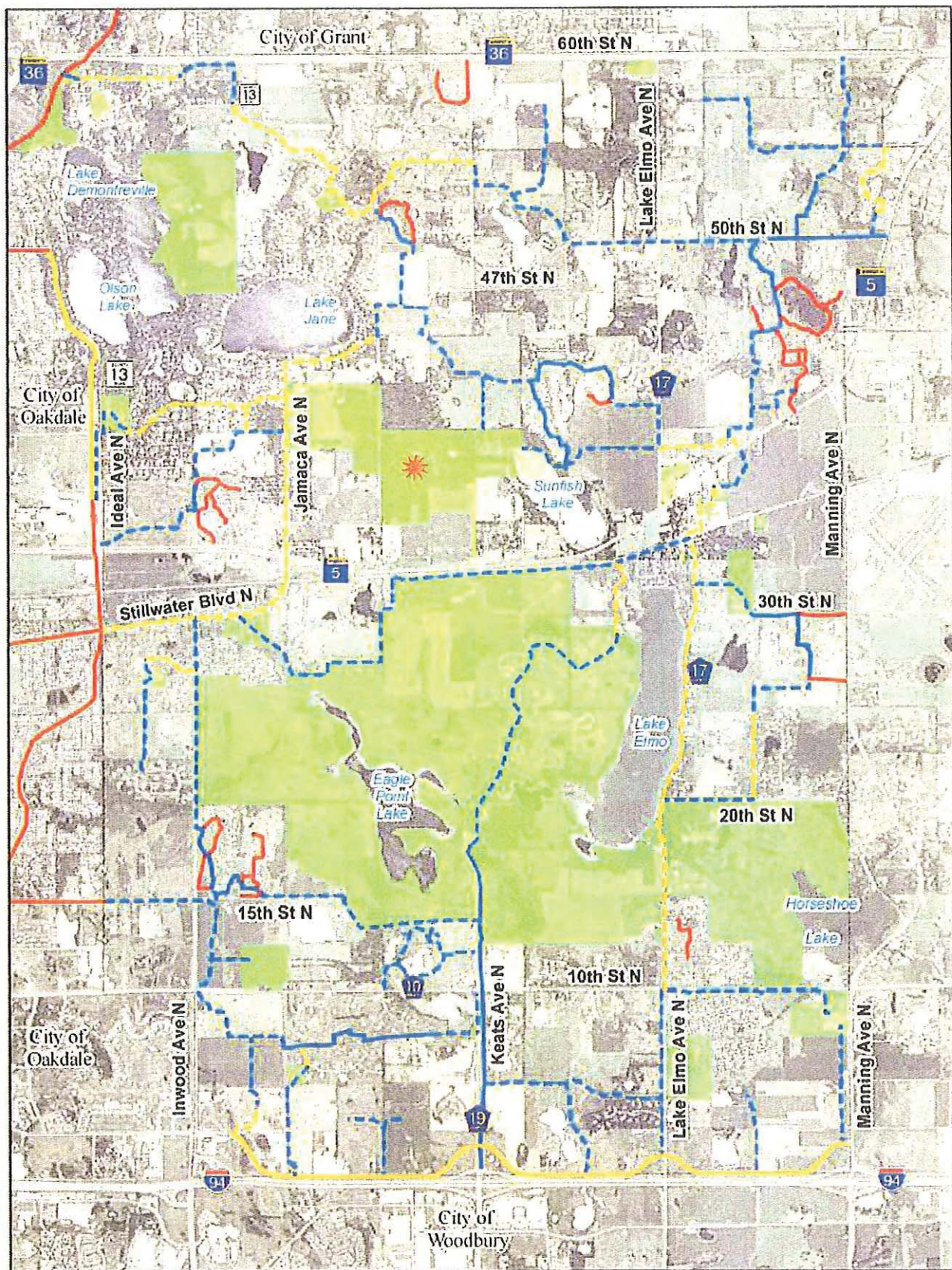
- Existing Trails Outside Lake Elmo
- Planned Trails Outside Lake Elmo




Neighborhoods:
5 Minute Walk: 1/4 Mile Radius



0 1000 3000 6000 Feet








Legend

 Parks, open space



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

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

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

Note: Proposed Trails are shown in general location only.



STAFF REPORT

DATE: February 22, 2017

ITEM #: 7

TO: Parks Commission

FROM: Emily Becker, City Planner

AGENDA ITEM: Neighborhood Park Development Policy

BACKGROUND:

The Parks Commission recommended a Parks Development Policy Plan be an item on its 2017 Plan of Work, which the Council approved at its February 7, 2017 meeting.

ISSUE BEFORE COMMISSION:

The Commission should review the proposed Parks Development Policy and provide feedback. Staff will revise the policy based on feedback and bring back to the Commission at a later date for recommendation.

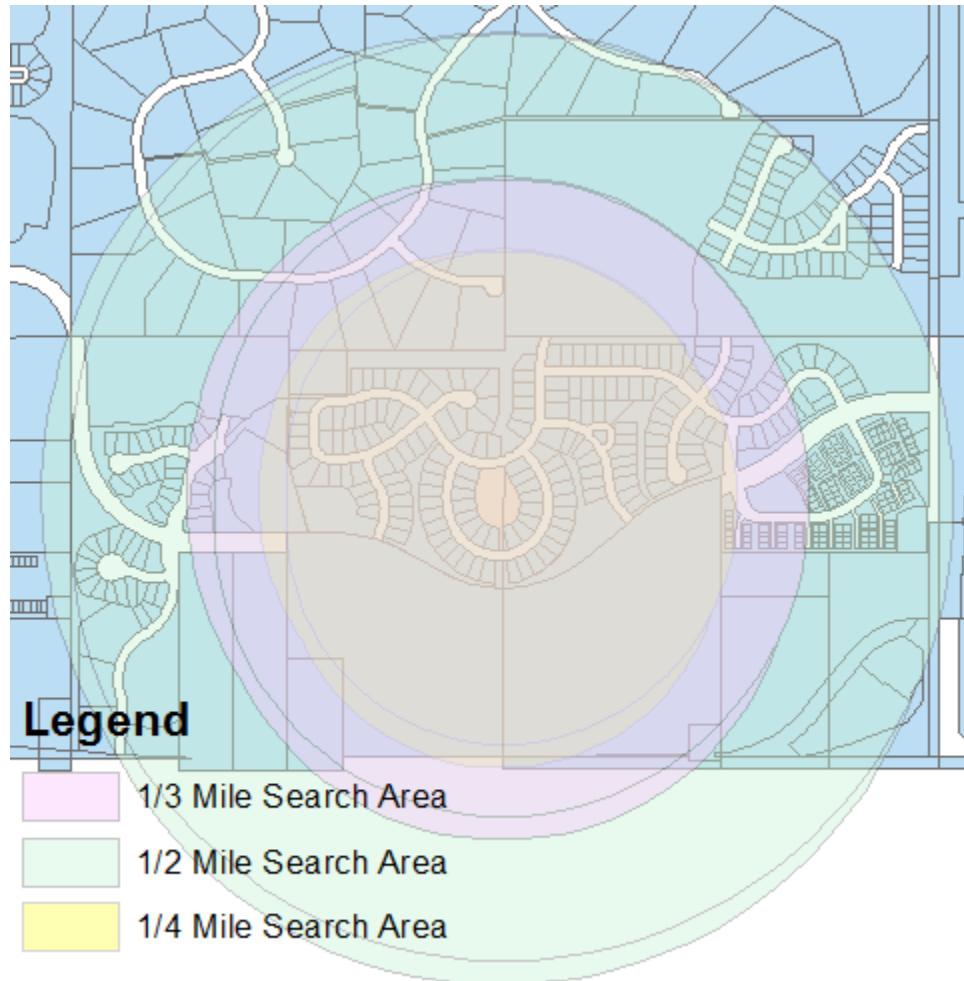
PROPOSAL DETAILS/ANALYSIS:

Name. The Policy is called Neighborhood Park Development Policy, because other parks in the City are meant to serve citywide. Therefore, many of the items in the Policy do not apply to other parks in the City.

Amount of Money Allocated. The Parks Commission has previously discussed allocating \$500.00 per new home within a subdivision to the construction of a neighborhood park.

- *Challenge.*
 - This can be a difficult policy to apply to all neighborhood parks, as there are neighborhood parks that serve multiple subdivisions, so it is difficult to determine which lots to count.
 - Additionally, the parkland is City land, and the consideration of how much to spend should be considered in a service area rather than just within a subdivision.
- *Proposed Policy.* The proposed policy indicates that \$500 per lot within the neighborhood park search area of ½ mile. The Comprehensive Plan Parks Plan indicates that the neighborhood park search area should be ¼ - ½ mile.
 - Example: Savona Park.
 - The illustration below shows the Neighborhood Park search area for Savona Park. There are approximately 183 existing lots within the 1/4 mile search area, 224 existing lots within the 1/3 mile search area, and 539 existing lots within the 1/2 mile search area.
 - Using \$500 per home for Savona Park:
 - Within the 1/4 mile search area: \$91,500.
 - Within the 1/3 mile search area: \$112,000.
 - Within the 1/2 mile search area: \$269,500.
- *Total Cost.* The policy indicates that \$500 per lot within the ½ mile search area be allocated towards the total cost of all phases of construction of the park, not just phases.

- This does not include routine maintenance, equipment updates, or refurbishing of parks.
 - The cost of phasing can be determined incrementally.
- *Overlapping Search Areas.* If there are cases in which there are overlapping search areas, the lots shall not be double counted.



Phasing. The Parks Commission has previously discussed phasing, and that the first phase of a park should be considered when one-third of the homes planned for a subdivision have been built. However, many subdivisions such as the Savona Neighborhood have a higher number of units, and the need for a park came sooner. It is recommended that the policy set forth criteria for a needs assessment for phasing of a park that takes the following in to consideration:

- At least 100 homes with Certificate of Occupancy issued within a 1/2 mile search area.
 - This number was derived taking in to consideration the minimum amount of money a park may cost (\$50,000 figuring \$35,000 for basic playground equipment + \$15,000 for miscellaneous amenities). Then, this number was divided by the allowance of \$500/home for a park.
- Community interest in a park.
 - Have residents near this park petitioned for this park to be constructed?
- Proximity to other parks within the City.
 - Are there other parks within walking distance that residents could use until this park is constructed?

Other Items in Policy. It may be beneficial to consider adding other items to this policy (listed below), in order to ensure best practices are memorialized for future Staff and Commissioners. Staff suggests memorializing the following in response to the Hammes Plat being constructed by the developer. The Commission had expressed

- *Quality of Materials.* All playground equipment placed in a public park shall meet American Standards for Testing and Materials F1487 Public Use Playground Equipment standards.
- *Surfacing.* The Commission has had mixed opinions about rubber mulch, so this is something that should be discussed. All playground surfacing shall meet American Society for Testing and Materials (ASTM) standards.
- *Design.* All equipment and/or any structures placed in a public park shall be approved by the Parks Commission and City Council.
- *Accessibility.* All parks shall be designed with appropriate American with Disabilities Act Standards (ADA) and be inclusive where possible.
- *Signage.* Park signage should be that of high-quality, long-lasting, durable material.
- *Toilets.* Toilets are provided on the conditions that funds and staff are available for their installation, upkeep, and long term maintenance requirements. Use frequency of the park, available funds, and lack of alternative and/or available options for toilets will determine order of installation.
- *Lighting.* Lighting is provided subject to available resources and funding and aims to assist in providing a safe and secure environment for citizens. Priority is given to parks that are used heavily for recreation that may, without lighting, cause harm to users.
- *Grouping of Recreation Equipment.* In order to provide more efficient maintenance, recreation equipment shall be grouped where appropriate.
- *Planting.* Planting shall be in accordance with available budget and environmental guidelines. Landscaping should be that of low water usage, maintenance, in accordance with the City's Bee Safe Policies and Procedures, and not interfere with utilities.

Applicability. The Commission may wish to make this a separate policy that can be applied towards all parks.

FISCAL IMPACT:

The Policy will set forth standards for the amount of money allocated towards neighborhood parks within the City.

RECOMMENDATION:

The Commission should review the attached Park Development Policy and provide feedback.

- Are the fiscal policies acceptable?
- Should the policy include the other items in policy, as detailed above?

ATTACHMENTS:

- Park Development Policy



City of Lake Elmo Neighborhood Park Development Policy

- I. *Purpose.* The purpose of this Neighborhood Park Development Policy is to set forth the following criteria for planning a Neighborhood Park:
 - a. When a Neighborhood Park should be constructed.
 - b. The amount of funds to allocate toward a Neighborhood Park.
 - c. What is constructed in a Neighborhood Park.
- II. *Definitions.* For the purpose of this Policy, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
 - a. *Neighborhood Park.* An undeveloped city-owned piece of land that has been acquired as parkland to be the recreational and social focus of a neighborhood.
 - b. *Planning.* Researching pricing, obtaining quotes, and incorporating a project in to the City's Capital Improvement Project Plan.
 - c. *Home.* A dwelling unit that has been issued a Certificate of Occupancy by the City's Building Department.
 - d. *Construct.* Make the park usable for recreation.
- III. *Planning.* The Parks Commission shall not begin planning construction of a Neighborhood Park until two or more of the following has been determined:
 - a. At least 100 homes are within a half (½) mile search area of the Neighborhood Park.
 - b. Surrounding residents of the Neighborhood Park have petitioned the City to construct a park.
 - c. There are no other parks or recreational amenities within ½ of the Neighborhood Park.
- IV. *Quality of Materials.* All playground equipment shall meet American Standards for Testing and Materials F1487 Public Use Playground Equipment standards.
- V. *Design.* All equipment and/or any structures shall be approved by the Parks Commission and City Council.
- VI. *Design.* All equipment and/or any structures shall be approved by the Parks Commission and City Council.
- VII. *Surfacing.* All playground surfacing shall meet American Society for Testing and Materials (ASTM) standards.
- VIII. *Accessibility.* All parks shall be designed with appropriate American with Disabilities Act Standards (ADA) and be inclusive where possible.
- IX. *Signage.* Park signage should be that of high-quality, long-lasting, durable material.
- X. *Toilets.* Toilets are provided on the conditions that funds and staff are available for their installation, upkeep, and long term maintenance requirements. Use frequency of the park, available funds, and lack of alternative and/or available options for toilets will determine installation.
- XI. *Lighting.* Lighting is provided subject to available resources and funding and aims to assist in providing a safe and secure environment for citizens. Priority is given to parks that are used heavily for recreation that may, without lighting, cause harm to users.
- XII. *Grouping of Recreation Equipment.* Equipment shall be grouped where appropriate.
- XIII. *Planting.* Planting shall be in accordance with available budget and environmental guidelines. Landscaping should be that of low water usage, maintenance, in accordance with the City's Bee Safe Policies and Procedures, and not interfere with utilities.



STAFF REPORT

DATE: February 22, 2017
ITEM #: 9

TO: Parks Commission
FROM: Emily Becker, City Planner
AGENDA ITEM: Pebble Park Free Library

BACKGROUND:

A resident proposed constructing and erecting a free library in Pebble Park.

ISSUE BEFORE COMMISSION:

The Commission is being asked to review the proposed location and provide any thoughts they may have.

PROPOSAL DETAILS/ANALYSIS:

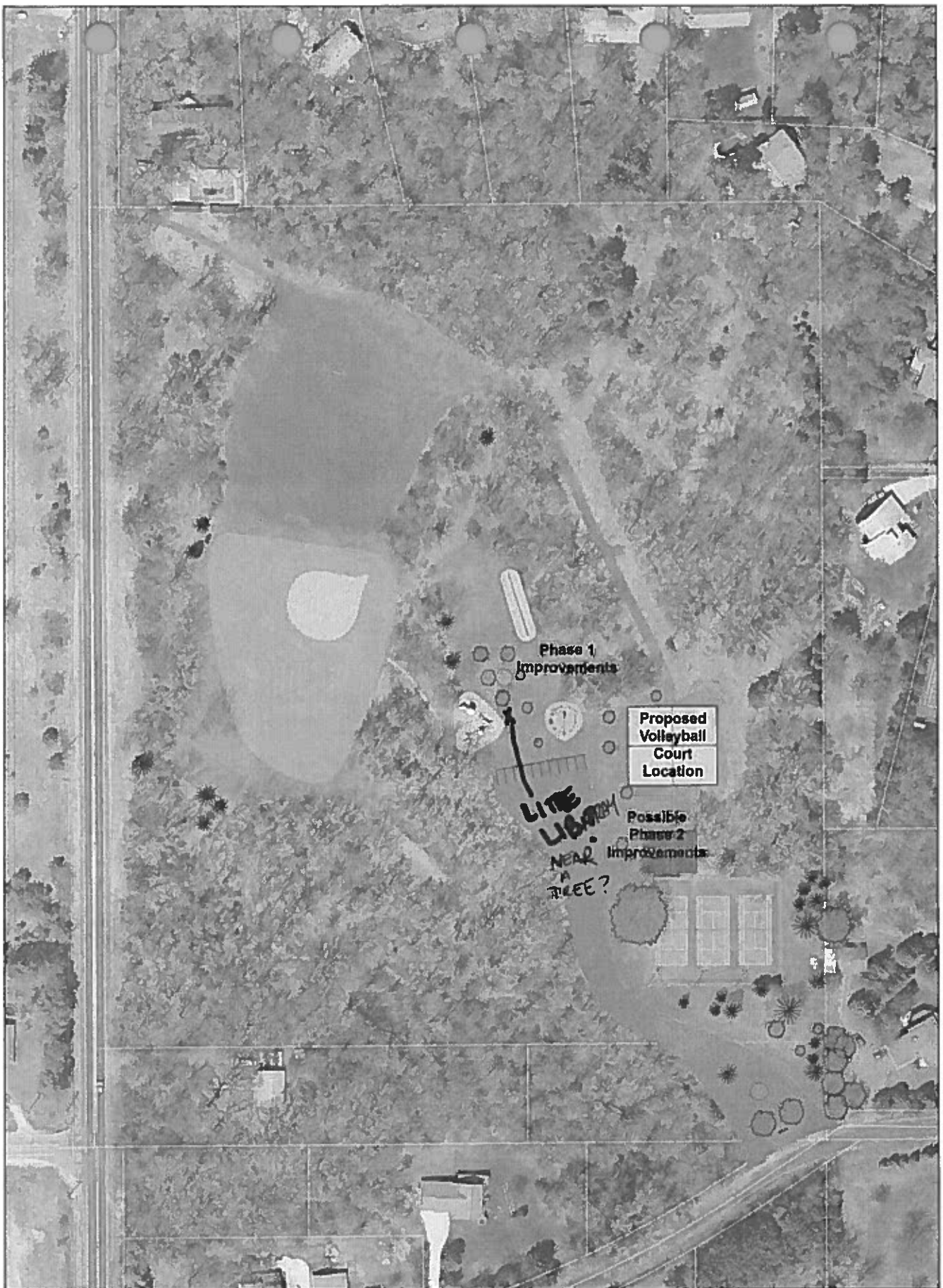
- Attached to this staff report is a location map showing where the resident is proposing to place the free library.
- The resident will construct the free library and put it up. The resident will be asked to sign a form that says the City will not be responsible for maintenance and will not be liable for damage.
- The proposed location map shows the site plan that the Parks Commission viewed back in 2014, showing that it does not interfere with proposed amenities.

FISCAL IMPACT:

The resident will be asked to sign a form that frees the City from liability for damage and maintenance responsibility.

ATTACHMENTS:

- Proposed location map (Pebble Park).



Pebble Park
Draft Plan 7/31/14

