

*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
September 18, 2017 6:30 PM**

AGENDA

1. Call to Order
2. Approve Agenda
3. Approve Minutes
 - a) August 21, 2017
4. Recognition of Shane Weis
5. Adopt-a-Park Program
6. Central Greenway Regional Trail Update
7. Sunfish Lake Forest Management Plan
8. Sunfish Lake Hunt
9. Sunfish Lake Park Biking
10. October 2017 Meeting Agenda
11. Staff Reports & Commission Update
12. Adjourn

****Note: Every effort will be made to accommodate person or persons that need special considerations to attend this meeting due to a health condition or disability. Please contact the Lake Elmo City Clerk if you are in need of special accommodations.*

MINUTES

City of Lake Elmo Parks Commission

August 21, 2017

Members Present: Chair Frick, Commissioners Nelson, Nuenfeldt, Olinger, Pearce, Steele

Members Absent: Commissioners Ames, Zeno

Staff Present: Public Works Director Weldon, City Planner Becker

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

Approval of Agenda

Motion by Steele to approve the agenda as amended, seconded by Nelson. Motion passed.

Approval of Minutes

Motion by Frick, seconded by Nuenfeldt to approve the minutes as submitted. Steele proposed the addition of the date, not just June. Frick amended her motion, Nuenfeldt seconded the amendment. Motion passed.

Election of Officers

Chair Frick stated that Shane Weis resigned from the Parks Commission. Frick thanked former Chair Weis for his years of service on the Commission. Frick would like to work with the City Administrator to get Weis a plaque or something to commemorate his service.

Frick stated that Olinger would like to remain an alternate and Pearce would become a voting member. Steele asked which commissioner is in the first alternate position. Olinger stated that she is the first alternate, but at this time would prefer to remain in the alternate position rather than being a full voting member.

Frick suggested that this should be tabled for today and decided by staff. For this meeting both of you are needed for voting.

Frick volunteered to be chair, but offered any additional nominations. Pearce nominated Frick for chair and Nuenfeldt seconded the nomination. Nomination passed.

Steele nominated Nelson for Co-Chair, Frick seconded the nomination. Nomination passed.

Frick nominated Nuenfeldt for Secretary. There was a discussion about what is the role of the secretary. Steele seconded the nomination. Nomination passed.

Lions Park Dugouts

Bill Wacker – 3603 Laverne Avenue N. Since he lives directly across the street from what is currently the art center, which will be removed, he is concerned about the new lighting and noise from the park. The concern is regarding the configuration of the park, including the proposed pavilion at the corner of the park where the existing art center is located. He requested to know where the lighting would be located on the site.

Chair Frick thanked Wacker for his concerns and perspective. Frick informed him that some of the items he was addressing were approved at the City Council meetings, including the

lighting plan and the Parks Commission did not have knowledge of where the lighting would be nor a copy of the lighting plan to provide him.

Steele asked that Wacker hold off on comments and questions not related to the topics on the agenda. He suggested that at the next meeting, they could open it up to everyone with concerns about the park, allowing everyone's opinion to be expressed fairly at another meeting. Steele asked that it be placed on the September or October meeting. He also asked that we notify the neighbors close to the park.

Becker said that this can be placed on the agenda and notify neighbors. Becker also stated that bids have been awarded at the August 1, 2017 City Council meeting for the parking lot, volley ball court, some of the lighting within the park, and the demolition of the house. The dugouts and batting cages, the Lions have donated \$20,000 and volunteers within the community for the construction of these.

Barry Weeks – 3647 Lake Elmo Avenue N. presented on the dugouts. He spoke to the design of the dugouts that were proposed by Miller Architects. The bids that came in for the proposed design were between \$92,000 and \$118,000. So, those would not have been within the budget for this project. Lake Elmo Lions volunteered the money, but Weeks and some of his neighbors volunteered to do the work since labor costs can be so high and the money may not have been enough to complete the project. Weeks is asking for approval from the Parks Commission to complete this project.

Steele mentioned that he wants to make sure we are building this to national standards, not setting ourselves up for lawsuits, and that it is ADA compliant. He also expressed concern about the liability of residents building these structures and getting hurt on City property.

Weldon stated that staff would like to see the fence height remain the same as it will be around the ballfield which will be 8 ft. in front of the dugout. Something to consider with the design is that this field is not exclusive to Lake Elmo Baseball and placing locks on gates could lock some people out. The park is public and to be used by anyone. Staff will confirm with the Building Official regarding ADA compliance but believe a 36 in gate will suffice. Staff feels we want to not add gates at this time and exclude users, but add them if the need arises.

Steele made a motion to approve the proposed design and the construction of the two dugouts as long as City staff can work with the volunteers to establish safety and ADA requirements. Nelson seconded the motion. Motion passed.

Weeks thanked the people and organizations that have given over the years for the Lion's Park. He also thanked the Parks Commission for their efforts and time spent on the project. The Parks Commission decided to create a plaque with all the names of the volunteers that work on the park to be added.

Royal Golf Final Plat and Planned Unit Development

Becker requested that Royal Golf be moved up the agenda.

Becker presented that the City has received the Final Plat application for Royal Golf. The City had an appraisal done on the entire Preliminary Plat area. The appraisal of the land is \$8,000,000. Royal Golf has proposed trails within the development and would pay fees in lieu of a park. They have proposed a trail phasing plan. The first phase of the trail

would be constructed along 20th Street. The City is obligated to pay for the paving of the trails due to previous agreements.

Staff is looking for recommendation on whether the land should be dedicated at this time or in future phases.

Frick asked for clarification on the amount they will be dedicating to the City. Frick also asked about the money that was promised to the City for the ballfields.

Becker clarified that they are responsible for dedicating \$800,000 for the development, based on the appraisal value. After the construction of the trail it will be reduced by the amount that is spent on that. They will receive credit for the 30 ft. trail corridor. Becker added that the million dollars for the ballfields will be within the Developer Agreement and will be separate from the Park dedication money.

Frick expressed some concern regarding the short trail along 20th Street and the existing slope of the land around there that may make it difficult to navigate.

Pearce suggested he would like to see how the trail connects the rest of Lake Elmo.

Steele and Frick discussed the cost and practicality of this portion of the trail and whether it is beneficial, especially at the proposed cost. Steele feels the roads are already the connectivity that the City needs and that the trails are only for the development.

Clark Schroder spoke on behalf of Royal Golf that they developed the trail plan in conjunction with the City. He mentioned that the short portion of the trail along 10th Street is on their property and that when the property to the East develops, it would connect to Manning. They also have received feedback from multiple public meetings on the desire to have the trails.

Steele made a motion to not approve the construction of the trails for any future phases of Royal Golf and take the money instead of the land and trails, but have the opportunity to review proposed trails at each phase of the development. Nelson seconded the motion for discussion. Frick, Nuenfeldt, Olinger, and Steele voted in favor of the motion. Nelson voted in opposition. Pearce abstained. Motion passed.

Frick made a motion to not pursue the Phase 1 portion of the trail plan as it is submitted, unless it allowed a connection to the next road within the development, allowing the trail to go somewhere. Nuenfeldt seconded the motion. Frick decided to withdraw her initial motion after discussion. Frick made the motion to further review the Phase 1 trail plan to include extending the trail to the west to connect to roadway in the northwest portion of the development and determine the cost of that trail, upon review of the cost brought back to the Parks Commission a decision on this portion of the trail could be made. Nuenfeldt seconded the motion. Motion passed.

Hammes Estates Park Improvements

Becker reported that the City had allowed Hammes Estates to put \$107,554 into an escrow for parkland dedication. The developer would receive credit for the installation of the amenities installed. The developer will receive credit for installation of a 16' X 24' shelter, picnic table, bike rack, grill station, retaining wall, fishing pier, canoe rack, concrete hard surface, woodland seed mix restoration, landscaping and parking lot improvements. The Parks Commission is being asked to review the proposed

improvements to the park within the Hammes Estates Development (Lakeridge Crossing) and make recommendation to Council.

Steele made a motion to accept the items presented. Frick seconded the motion. Motion passed.

Village Park Preserve Final Plat

Becker asked the Parks Commission to decide if they think we should accept the land dedication for a development that has not even submitted their Preliminary Plat yet?

Becker also showed the proposed trail and explained how it was not called for in the Trails Plan, that shows it on 30th and not into Reed Park, additionally the proposed trail only goes a portion of the way into the park land dedication and does not connect to the existing Reed Park. Is the proposed trail necessary? If the City would like the trail, then the decision would be whether we want the trail to connect to Reid Park and if we would want to pay to pave the connection or ask the developer to pave it in lieu of land. Becker explained there are sidewalks proposed within the development that lead to 30th Street and the residents could have access to Reid Park from 30th Street.

Becker explained that the developer would not receive parkland dedication for the wetlands on the property.

Steele expressed concerns about the quality of the land being donated to the City were expressed. Concern about taking this land in advance of a project and not having a chance at something else. Steele had questions about the monetary value of the land.

Frick and Nuenfeldt expressed support of protecting the land and conserving it. Frick also wants to ensure that the credits for this land can only be used at Gonyea West, as proposed and not applied to future projects.

Frick made a motion to accept the parkland dedication as shown on the map, using the land for Gonyea West and Village Park Preserve plats. Nuenfeldt seconded the motion. Steele and Pearce opposed the motion. Nelson abstained.

Frick made a motion to defer the trails. Olinger seconded the motion. Motion passed.

Adopt-a-Park Program

Weldon stated that this topic is not time sensitive.

Parks Commission asked that it be moved to September.

Comprehensive Plan Update

Becker reported that the City has been holding a number of Stakeholder and Advisory panel meetings for the Comprehensive Plan update. There is going to be an Open House on Wednesday, August 23, 2017 from 7 to 9 pm at Christ Lutheran Church. This open house is focusing on land use, such as areas south of 10th Street and the Old Village area. The next phase of the planning process will be looking into trails and parks. The consultant will be attending a future Parks meeting to discuss these items and allow input.

September Meeting

Adopt-a-Park Program

Washington County Central Greenway Regional Trail
Recognition of Shane Weis
Sunfish Lake Park

Staff Reports and Commission Update

Staff did bring the Sunfish Lake Park Forest Management Plan to the City Council at the August 14, 2017 City Council meeting. The Council did not approve the Forest Management Plan. They requested that there is a Workshop on the topic. Becker reported that they did not communicate their issues or concerns. And that holding the Council Workshop and establishing what their concerns are before having the Parks Commission spend more time on the Plan.

Meeting adjourned at 9:32 p.m.

**Respectfully Submitted,
Tanya Nuss**



STAFF REPORT

DATE: 9/18/17

REGULAR

ITEM #: 4

MOTION

TO: Parks Commission
FROM: Emily Becker, Planning Director
AGENDA ITEM: Resolution Recognizing Shane Weis
REVIEWED BY: Rob Weldon, Public Works Director

BACKGROUND:

Shane Weis served on the Parks Commission and was Chair for a number of years. Staff has drafted a Resolution expressing appreciation for his years of service.

ISSUE BEFORE THE COMMISSION:

The Commission is being asked to adopt Resolution 2017-002PR recognizing Shane Weis for his years of service and commitment to the Parks Commission through serving on the Commission since 2012 and serving as Chair since 2013.

ATTACHMENTS:

- Resolution 2017-002PR



CITY OF LAKE ELMO PARKS COMMISSION

RESOLUTION 2017-002PR: RECOGNIZING SHANE WEIS

WHEREAS: Shane Weis served on the Lake Elmo Parks Commission from 2012 to 2017, serving as Chair from 2013 to 2017; and

WHEREAS: Shane Weis served on the Lake Elmo Regional Trail Subcommittee; and

NOW, THEREFORE BE IT RESOLVED, that the Lake Elmo Parks Commission recognizes Shane Weis for his years of service and commitment to the Lake Elmo Parks Commission.

Signed this 18th day of September, 2017.

Mary Frick
Chair



STAFF REPORT

DATE: 9/18/2017

REGULAR

ITEM #: 5

TO: Parks Commission

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: Adopt-a-Park Program

REVIEWED BY: Emily Becker, City Planner

BACKGROUND: The City of Lake Elmo currently has 17 city parks maintained by the Public Works Department. These parks include natural areas, trails, playgrounds, tennis courts and ball fields.

ISSUE BEFORE COMMISSION: Is the Parks Commission interested in exploring an Adopt-a-Park program beginning in the Spring of 2018?

PROPOSAL DETAILS/ANALYSIS: An Adopt-a-Park Program would consist of very minor park maintenance focusing on making parks more appealing. Volunteers would perform tasks such as general spring and fall clean-up to remove debris, flower planting, and weeding. All materials needed would be provided by the city and coordinated through Public Works

Adopt-A-Park is a public service program for volunteers who are interested in cleaning up Lake Elmo's parks. It is an excellent way for residents and organizations to make a personal contribution to the community.

FISCAL IMPACT: None. A volunteer program such as this may potentially save the city money as it could reduce the need for public works staff to carry out minor maintenance activities.

OPTIONS: Direct Staff to further explore an Adopt-a-Park Program
Direct Staff not to explore an Adopt-a-Park Program
Table for further discussion



STAFF REPORT

DATE: 9/18/17

REGULAR

ITEM #: 6

MOTION

TO: Parks Commission
FROM: Emily Becker, Planning Director
AGENDA ITEM: Central Greenway Regional Trail Update
REVIEWED BY: Rob Weldon, Public Works Director

BACKGROUND:

At its previous meeting, the Parks Commission asked for an update on the Central Greenway Regional Trail. Staff has contacted the County and is providing this update.

ISSUE BEFORE THE COMMISSION:

None – Staff is updating the Commission.

PROPOSAL DETAILS/ANALYSIS:

Request for Proposal. The County has put together a Request for Proposal (RFP), which the City had reviewed and made no suggestions. The County issued the RFP on September 1, 2017, and proposals are due September 29, 2017. Approval of proposals projected for November 21, 2017. The study should be completed by December 31, 2018. The entire project is projected to take about five years.

Routes. All options are still on the table. The County is gathering input from the public and fellow stakeholders before narrowing options. The master planning process will identify the preferred route.

FISCAL IMPACT:

The County will be asking that the City share 50% of cost share with the City. The City can use grants to cover their portion of the cost. Alternatively, if federal money is available, it would reduce both the City and County portions. The funding will be scheduled after the planning process.

ATTACHMENTS:

- Draft Central Greenway Regional Trail Master Plan: Lake Elmo Segment Request for Proposal

***Central Greenway
Regional Trail
Master Plan:
Lake Elmo Segment***

REQUEST FOR PROPOSAL

Issue Date: September 1, 2017

Proposals Due: September 29, 2017



SECTION I. GENERAL INFORMATION

1. OBJECTIVE

The purpose for the request for proposal (RFP) is to obtain proposals for the development of a master plan for the Central Greenway Regional Trail: Lake Elmo Segment in Washington County, MN.

2. PROJECT OVERVIEW

The Central Greenway Regional Trail will enhance the region's multi-modal transportation and recreation system by providing a 30 mile connection between three of the region's premier regional park facilities: Big Marine Park Reserve, Lake Elmo Park Reserve and Cottage Grove Ravine Regional Park. The Central Greenway Regional Trail will also provide direct connections for people living in Washington County to vital employment, retail, and recreational destinations – providing safety, economic development, mobility, and environmental benefits.

The Central Greenway Regional Trail is divided into three segments:

- South Segment: Cottage Grove Ravine Regional Park to Interstate 94
Status: Master plan completed, undergoing Metropolitan Council review
- Lake Elmo Segment: Interstate 94 to Highway 36
Status: The purpose of this RFP is to complete a master plan for this segment
- North Segment: Highway 36 to Big Marine Park Reserve
Status: Master plan to be completed in subsequent years

This master plan will focus on identifying the best trail alignment within the segment running through the City of Lake Elmo, between Interstate 94 and Highway 36. A map of the trail corridor is included as Attachment A1 and A2 of this document.

The master plan must address the criteria set forth in the *Metropolitan Council's 2040 Regional Park Policy Plan* for regional trails. The master plans must be in a form suitable for submittal to Washington County and the Metropolitan Council for review, and must be submitted in both printed and electronic format. A full description of deliverables is included in **Section II** of this document.

3. PROJECT OVERSIGHT

Washington County staff will serve as project management and primary point of contact for direction, deliverable review and approval, management of contract, and external communications for the master planning process.

4. PROPOSAL DELIVERY INFORMATION

The RFP is issued by the Public Works Department, Washington County.

Please submit five physical copies and one digital pdf of the proposal to:

Attn: Connor Schaefer
11660 Myeron Road North

Stillwater, MN 55082
connor.schaefer@co.washington.mn.us

Proposals are due: September 29, 2017

Prospective submitters are responsible for the timely delivery of their proposal. Late proposals will not be considered or accepted. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

No other distribution of proposals is to be made by the submitter. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least 60 days from the due date for proposals to this RFP.

5. OPPORTUNITY FOR PROJECT QUESTIONS

Submit all questions related to specific project requirements in writing by 4:30 PM on September 12, 2017. All questions should be submitted via email to connor.schaefer@co.washington.mn.us

All questions regarding this RFP are to be directed only to the RFP Administrator, Connor Schaefer. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of Washington County other than the RFP Administrator during the proposal process.

Written responses to all questions received on time will be posted on September 15, 2017, at 4:30 PM on the Washington County bids website (www.co.washington.mn.us/bids). The responses will be posted as a Related Document within the initial RFP posting.

No oral questions will be entertained prior to or after the deadline for written questions specified above.

6. CONTRACT ADMINISTRATOR

Following the signing of the contract, all communications concerning the contract must be directed to:

Connor Schaefer
11660 Myeron Road North
Stillwater, MN 55082
connor.schaefer@co.washington.mn.us

7. PROJECT BUDGET AND SCHEDULE

Washington County has budgeted \$45,000 for the Central Greenway Regional Trail Master Plan: Lake Elmo Segment. The study should be completed by December 31, 2018. Suggestions or recommendations for the project schedule and streamlining of efforts are

strongly encouraged.

8. PROJECT STATUS COMMUNICATION

Communication notifying Washington County of project status will be required by the contractor for the following:

- Status and amount expended on each active task
- Status and expected completion date of draft and final deliverable on each active task
- Necessary or proposed change in schedule or budget of any individual task or subtask after finalization of schedule and budget. Any changes in scope, project timelines, or both will need to be documented through a project memorandum with sign-off by the contractor and Washington County staff.

9. SCOPE OF WORK CHANGE

Washington County will consider modifications to the scope of work that will result in more effectively accomplish the objectives of the master plan. Any modification submitted should be clearly marked as such within the proposal and cost estimate, with an explanation of its expected benefit and impact on other tasks within the scope of work.

10. INTERAGENCY COORDINATION

While Washington County retains the responsibility for overall coordination and contact with the interested agencies including but not limited to jurisdictions, local interest groups, etc., it is recognized that the consultant may require certain information from these agencies in order to properly complete certain key tasks. All briefing of the agencies, request for information from the agencies, and contact with the agencies will be done with the full knowledge and active participation of Washington County.

11. INCURRING COSTS

Washington County shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre-contractual expenses include preparing or submitting a response to this RFP and negotiating with Washington County on any matter related to this proposal. Any other expenses incurred by the proposer prior to the date of execution of the proposed contract will be considered a pre-contractual response. Total liability of Washington County is limited to the terms and conditions indicated in this agreement.

12. JOINT OFFERS

Where two or more consultants desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Washington County intends to contract with one single firm and not multiple firms doing business as a joint venture.

13. CHANGES IN THE RFP

Changes made to the RFP as a result of questions or concerns raised will be put in writing to each prospective consultant prior to seven (7) calendar days before the date of proposals are due.

14. DISCLOSURE

All information in a submitter's proposal, except fee analysis, is subject to disclosure under the provisions of Minnesota Statute Chapter 13 "Minnesota Government Data Practices Act".

15. ACCEPTANCE OR REJECTION OF PROPOSAL CONTENT

The contents of this RFP and the proposal will become contractual obligations if a contract ensues. Failure of the selected consultant to accept these obligations may result in cancellation of the award.

Washington County expressly reserves the right to amend or withdraw this RFP at any time and to reject any or all proposals.

Proposers are not to collude with other proposers and competitors or take any other action, which will restrict competition. Evidence of such activity will result in rejection of the proposal.

16. PROPOSED TIMETABLE

Request for Proposals Released – September 1, 2017
Written Questions Received – September 12, 2017
Response to Questions Released – September 15, 2017
Proposals Due – September 29, 2017
Oral Interviews (if necessary) – Week of October 16, 2017
Contract Negotiations – October 23, 2017 – November 17, 2017
Washington County Board Approval – November 21, 2017

SECTION II. WORK STATEMENT (Deliverables)

1. SCOPE OF SERVICES

The proposer will work with Washington County staff and other stakeholders to create a master plan for the Lake Elmo segment of Central Greenway Regional Trail. The following section outlines the key responsibilities and deliverables to be included in the study. The proposal work plan should demonstrate an understanding of the requirements and propose an efficient process to deliver the master plan.

2. MASTER PLAN CONTENT

The *Central Greenway Regional Trail: Lake Elmo Segment Master Plan* must examine and address all of the components of the *Metropolitan Council's 2040 Regional Parks Policy Plan* for regional trails.

The master plan document must include the following components:

- a. **Boundaries and acquisition costs:** A list of parcels to be acquired and the estimated total cost and schedule for their acquisition, and information on natural resources, site suitability, special assessments, potential contamination based on data from the Minnesota Pollution Control Agency, and other conditions that affect acquisition of the site or location of the boundaries
- b. **Demand forecast:** Using Metropolitan Council and other resource information, identify recreational needs that will be met by the trail.
- c. **Development concept:** A plan for development, including schedule and cost estimates for the project. The plan should include:
 - i. Mapping of existing and planned local and regional trail connections to the trail corridor
 - ii. Wayfinding signage plan, indicating the types of signs, general locations along the trail corridor, and cost estimates.
- d. **Conflicts:** Identification of conflicts with other existing or proposed projects or land uses affecting the trail, including steps necessary for their resolution.
- e. **Public services:** A description of any non-recreational public services and facilities, such as roads or sewers, needed to accommodate the proposed trail, including the timing of these services and the arrangements necessary to provide them.
- f. **Operations:** Rules, regulations or ordinances affecting the trail, including estimated operations and maintenance costs and sources of revenue to operate and maintain the trail.
- g. **Public engagement and participation:** Describe process undertaken to engage the public and involve affected agencies, local units of government, and local, state, and federal recreation providers in the development of the master plan. The public engagement process must seek to mitigate existing racial, ethnic, cultural or linguistic barriers and include people of diverse races, ethnicities, classes, ages, abilities and national origin. The plan must include the public engagement plan and describe the process undertaken to engage those mentioned above. The process must include

opportunity for the public to be heard and to have influence over the contents in the master plan. The plan must address comments from all affected agencies, local units of government, and local, state and federal recreation providers. The plan must include a summary of comments received that identifies issues raised and content resulting from engagement efforts.

- h. **Public awareness:** Plans for making the public aware of services available when the regional trail is open, including how to access the trail by transit, if applicable.
- i. **Accessibility:** A plan that addresses accessibility, affordability, and other measures designed to ensure that the facility can be used by people with limited mobility.

3. DELIVERABLES

The final master plan report must clearly define planning findings and recommendations; with graphic illustrations of planning and design solutions - including aerial photographs, ground photographs, drawings, maps, etc. The plans should also include cost estimates for proposed improvements.

Five (5) copies of the entire master plan document must be printed on 8-1/2" x 11", 70# off-white, printed two sides, black ink, spiral bound, hard cover, and sufficient illustrations and photos that display major elements of the text.

The master plan document must be suitable for copying on a commercial black and white and color copying machines.

One electronic version must be suitable for web site/Internet use.

4. WASHINGTON COUNTY WILL PROVIDE

Washington County creates and maintains a variety of GIS data sets. For example, Washington County has digital orthophotography of the project area taken in 2017. The orthophotography is color, has a ground resolution of 6 inches, and has a horizontal accuracy of +/- 3 feet. The successful proposer may contact David Brandt, Geospatial Systems Architect (David.Brandt@co.washington.mn.us) for more details.

Digital contour data with 2-foot contour intervals is also available for the entire project area. The contour data can be downloaded, at no charge, from the Minnesota Department of Natural Resources, (MNDNR), via the MNDNR's "MnTOPO" viewer application.

Branding logos related to Washington County may also be provided by Washington County.

5. FEES

The quoted fee shall include estimated reimbursable fees including all expenses associated with mailings and publications. The total fee shall be quoted as a 'not to exceed' fee.

SECTION III. INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

1. PROPOSAL FORMAT

The response must include seven copies of the proposal and one digital pdf format. The first page of the original must have the original signature of the officer who will be accountable for all representations.

Proposals shall be prepared using 8 ½ x 11 double-sided paper with all text clear of bindings. Use of 11x17 fold-out sheets for large tables, charts, or diagrams is permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section. Proposal narratives may not exceed 20 pages (one double-sided paper counts as two pages) in length including the cover letter and Executive Summary. An appendix may be included that contains resumes and examples of relevant work experience. This appendix is not to exceed 10 pages. The proposal narrative and appendices should be bound together in a single submittal.

The proposal must contain information outlined below.

2. PROPOSAL OUTLINE

In order to be considered valid, the proposal must be in writing, submitted on time in sealed packages, and be signed by an officer of the proposer who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

1. Cover Letter
2. Executive Summary
3. Profile of Organization

State the full name and address of your organization, and if possible, the branch office or other subordinate element that will perform or assist in performing the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Minnesota.

History of the firm, in terms of length of existence and organizational mission/goals.

Include the size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.

4. Description of Overall Approach

Submit written narrative of the planning approach that you will implement in order to develop a master plan for the Lake Elmo segment of Central Greenway Regional Trail.

The approach must include a public involvement plan that emphasizes community collaboration. This narrative must detail methods to first facilitate input from the community, and then convey the master plan content (once it is complete) to the public. Innovative approaches to public engagement are encouraged.

The proposal should address the specific number of scheduled meetings necessary, and role of the technical advisory committee (see Attachment B), to achieve the most productive results.

This narrative may be supported by sketches or graphic material that would illustrate alternative approaches, as you feel are necessary (optional).

5. Work Plan

Provide a breakdown of project by phases or tasks. For each task listed, identify:

- Specific staff to be involved, roles, and responsibilities.
- Time commitment for each person in hours per task.
- Schedule illustrating task relationships over the duration of the project.

6. Project Personnel Profile

Identify individuals by name, title, skill, and qualification that will be employed in the work. Identify which staff will be working locally.

Include resumes of key project personnel, including prior projects of similar size and scope for which the personnel played the same or a similar role as proposed for the project.

Describe current assignment and time commitment to that assignment for all key personnel. Confirm that each team member will be fully engaged in the study as described for the duration of the contract.

7. Relevant Experience

List specific types of experience your firm has had in the following areas:

- Planning and preparing master plans or master plan amendments for regional trails.
- Preparing development and operation costs for park facilities including multi-use trail.
- Working with the Metropolitan Council's 2040 Regional Parks Policy Plan.
- Working with public committees on planning projects
- Using innovative methods effectively to build community support.
- Demonstrate past experience and familiarity with the study area (Appendix A1).

8. Budget

Submit as part of proposal packet:

- Firm name and contact information
- Fee proposal for the Central Greenway Regional Trail Master Plan: Lake Elmo Segment which includes your firm's 'not to exceed' fee. The quoted fee shall include estimated reimbursable fees including all expenses associated with mailings and publications. The quoted fee shall also include sales tax, if applicable.
- Current hourly rates for staff.
- Current overhead rates for all team member firms.
- A per-meeting cost for any meetings that are to be held.
- A schedule of reimbursable direct expenses by firm and expense type.
- A 10% contingency which shall be included in the Project Budget.
- Signature and contract information of authorized firm negotiator/expeditor.

3. PROPOSAL EVALUATION

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by Washington County. The evaluation committee will consist of two members of Washington County staff and one City of Lake Elmo staff member.

Washington County reserves the right to waive any minor irregularities in the proposal request process.

Criteria	Points
Expressed understanding of project objectives and technical design of the proposal, work plan, and project approach.	/20
The experience, resources, and qualifications of the proposal team and individuals to be assigned to the project as key personnel	/20
Proposed public involvement approach and project team's experience in conducting successful and comprehensive stakeholder engagement for similar projects.	/30
The availability of personnel and other resources to perform the work within the specified project schedule.	/15
The proposal team's background and experience with similar work, including ability and experience in handling projects of similar nature.	/15
Highest Possible Score	/100

Washington County may interview any or all proposers at its discretion. Washington County will not be responsible for any costs incurred by a proposer in preparing for or making a presentation. Washington County reserves the right to select a consultant without conducting interviews.

Washington County staff will make a final recommendation based on the written proposals, the results of oral interviews (if applicable), reference checks, and the recommendation of the

evaluation committee. If needed, that recommendation will be presented to the Washington County Board of Commissioners for approval.

4. PROPOSAL PROTEST PROCEDURE

A formal letter of protest must be received by Washington County to the attention of Connor Schaefer, within ten business days of the date of the award notification. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).

Washington County will have ten business days from the date of receipt of the protest letter in which to make a written response. Washington County may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.

If the complainant, after receiving the final written response from Washington County, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the Washington County Board of Commissioners.

Such request must be written and received within ten business days from the date of the Washington County response letter. The letter shall be made to the attention of Molly O'Rourke, Washington County Administrator, who will schedule the hearing for the next available Washington County Board meeting, and inform the complainant in writing of said date and time.

Washington County will not receive any service or product described in the proposal document from the successful proposer until the protest has been resolved.

Washington County's address:

Washington County
11660 Myeron Rd N.
Stillwater, MN 55082

5. CONTRACT

The agreement to be executed between the successful proposer and Washington County will include the Required Terms and Conditions, which have been included in this RFP as Attachment C, and the provisions of the successful proposer's proposal.

- Payments will be made upon achievement of agreed-upon project milestones.
- If reimbursement of expenses is included, Washington County will only reimburse at actual cost for out of pocket expenses. If reimbursement for travel is permitted, all airfare shall first be authorized by Washington County and will be reimbursed at the lowest cost fare. Food, ground transportation, and lodging expenses necessitated by the Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

6. ADDITIONAL INFORMATION AND COMMENTS

Include any other information that may be pertinent, but not specifically asked for elsewhere.

Any changes in an RFP received from Washington County shall be acknowledged in the proposal.

Additional information on Washington County parks and trails can be found at:
<https://www.co.washington.mn.us/Parks>

CENTRAL GREENWAY REGIONAL TRAIL: LAKE ELMO SEGMENT

Attachment A1 - Project Area

Regional Parks System Washington County

Regional Parks

- Regional Parks
- Park Reserves
- Special Recreation Features
- Planned Units
- Regional Trail Corridor Land

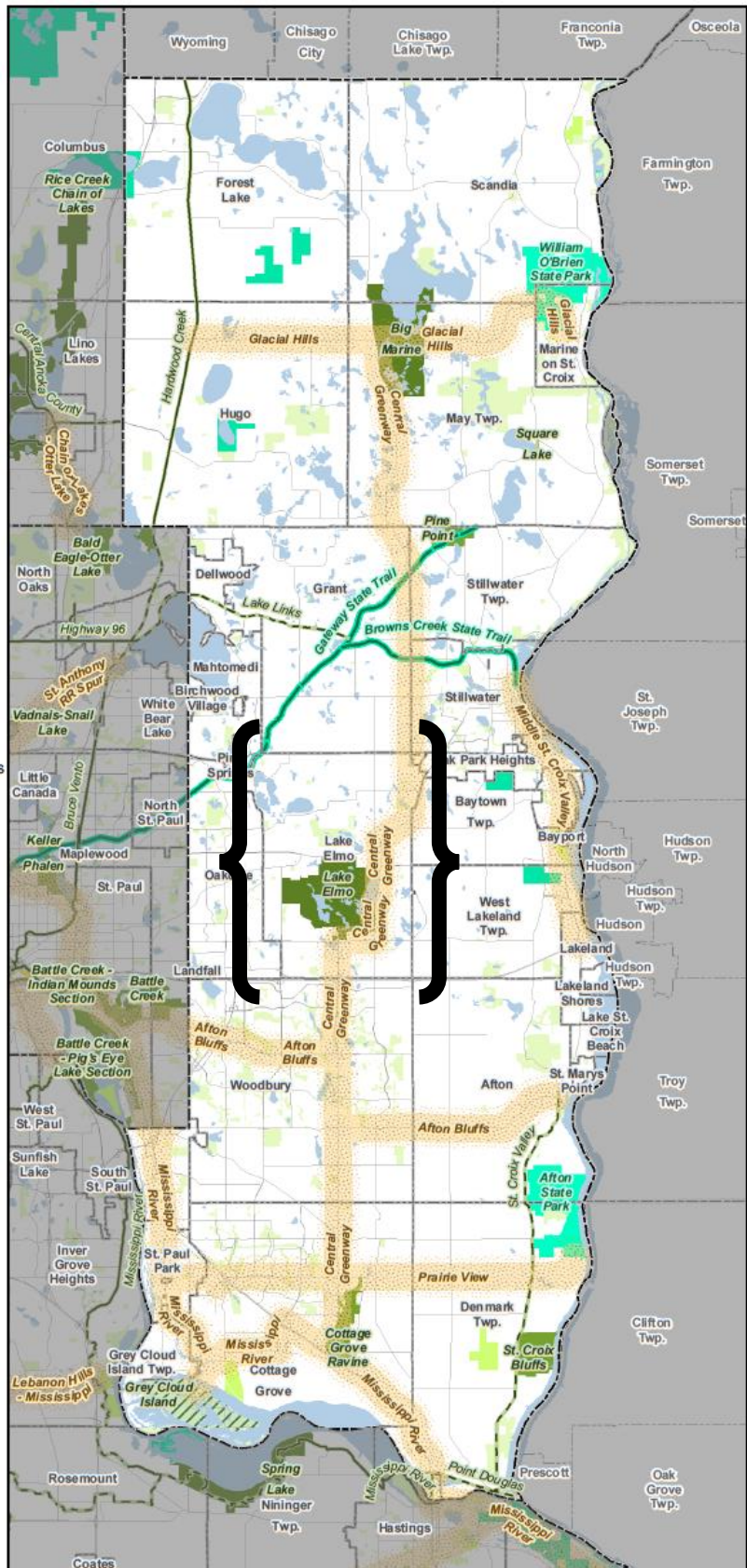
Regional Trails

- Existing
- Planned

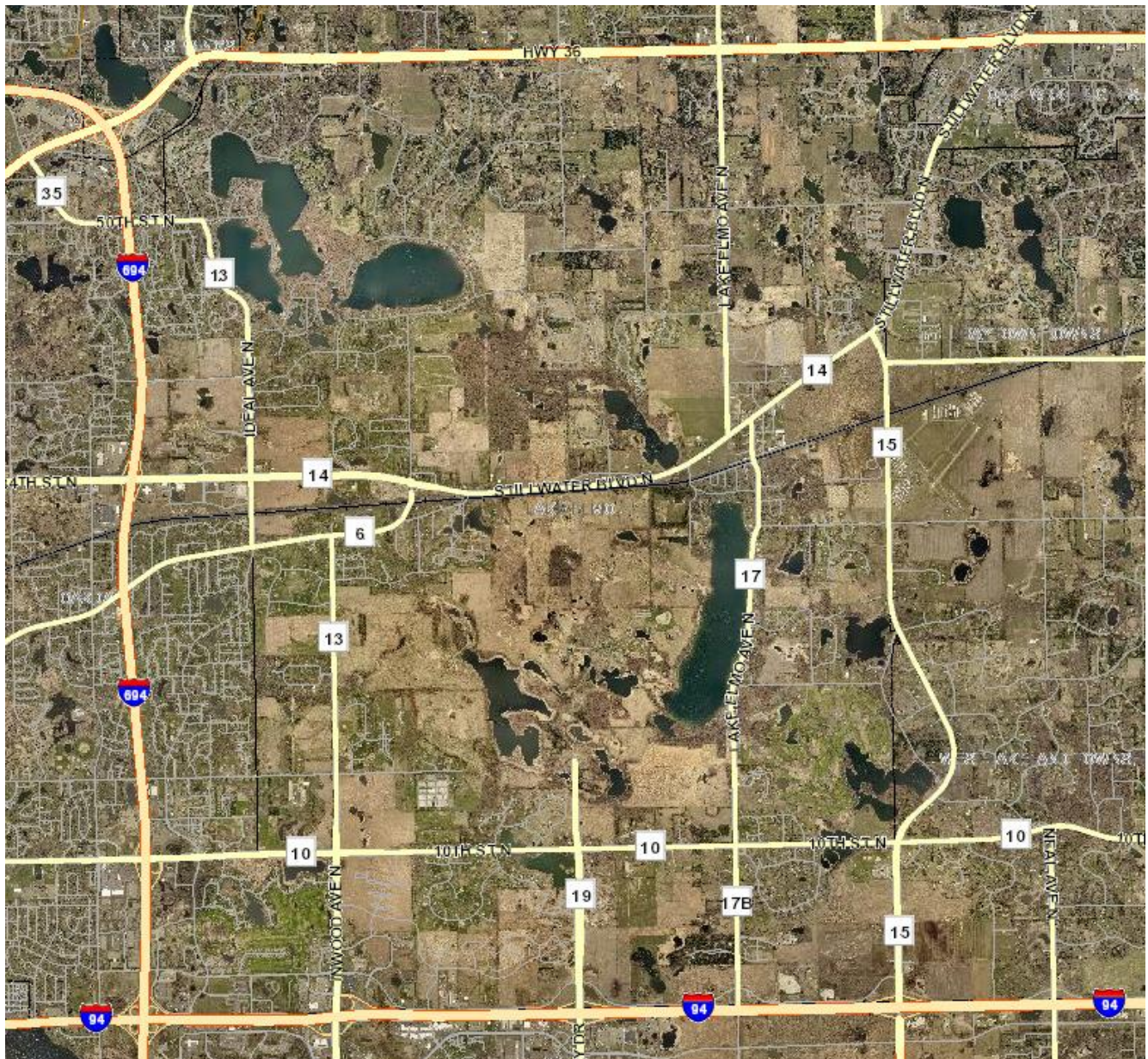
Regional Park Search Areas and Regional Trail Search Corridors

- Boundary Adjustments
- Search Areas
- Regional Trail Search Corridors
- Regional Trails - 2040 System Additions

- Existing State Trails
- Lakes and Major Rivers
- Minnesota Valley National Wildlife Refuge
- State Parks
- State Wildlife Management Areas (Publicly Accessible)
- Scientific and Natural Areas (SNA)
- Other Parks and Preserves
- Main Roads & Highways



CENTRAL GREENWAY REGIONAL TRAIL: LAKE ELMO SEGMENT
Attachment A2 - Project Area Aerial (Zoomed in)



CENTRAL GREENWAY REGIONAL TRAIL: LAKE ELMO SEGMENT
Attachment B - Technical Advisory Committee

A committee will be formed to assist in the planning process. They are a technical advisory committee composed of professional staff and citizen representatives who will provide input on the planning of the Central Greenway Regional Trail. The following list shows the proposed composition of the committee:

Technical Advisory Committee:

Washington County Public Works Staff (2)

Washington County Parks and Open Space Commission Member (1)

City of Lake Elmo Staff (1)

City of Lake Elmo City Council or Planning Commission or Park Commission Member (1)

Watershed District Staff or Planning Member (1)

Metropolitan Council Staff (1)

Metropolitan Council Parks and Open Space Commission Member (1)

CENTRAL GREENWAY REGIONAL TRAIL: LAKE ELMO SEGMENT
Attachment C - Required Contract Terms and Conditions

A contract will be prepared by Washington County upon selection of a firm.

Appropriate language will be added to document the specific nature and scope of services, costs, responsibilities, and liabilities of each party. Additional areas of concern may be incorporated, subject to mutual agreement between parties. General conditions set forth in this section will be incorporated into the professional services agreement. The following provisions I through XVII must be included in any contract and are non-negotiable.

I. DOCUMENT FORMAT

All word processing documents shall be done and provided to the County in Microsoft Word format, and not converted from other formats. Data files shall be provided in Microsoft Excel format. CAD files shall be provided in AutoCAD or MicroStation format.

II. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Consultant's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

III. STANDARDS

The Consultant shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services.

Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

IV. POSSESSION OF FIREARMS ON COUNTY PREMISES

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

V. SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement, without the prior written approval of the county. Any assignment or novation may be made subject to such conditions and provisions as the county may impose. If the Consultant subcontracts the obligations under this agreement, the Consultant shall be responsible for the performance of all obligations by the subcontractors.

VI. SUBCONTRACTOR PROMPT PAYMENT

Pursuant to Minnesota Statute §471.425 subd. 4a., Consultant shall pay any subcontractors within 10 days of the Consultant's receipt of payment from the county for undisputed services provided by the subcontractor. The Consultant shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any disputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Consultant shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this agreement to enforce this provision.

VII. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Consultant, because of this agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Consultant is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Consultant.

VIII. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Consultant will:

Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.

Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Consultant agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

IX. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

X. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the county from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the county. Consultants may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this agreement, the Consultant certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
 - 2) violating any federal or state antitrust statutes, or
 - 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the contract manager should the Consultant come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XI. INDEMNIFICATION

The Consultant agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Consultant in the performance of this agreement.

XII. INSURANCE REQUIREMENTS

The Consultant agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with contractual liability and Professional Liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- B. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

C. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, the Consultant will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Consultant shall insure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Consultant to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

XIII. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Consultant as the agent, representative, or employee of the County or the Public Works Department for any purpose or in any manner whatsoever. The Consultant is to be and shall remain an independent consultant with respect to all services performed under this agreement.

The Consultant will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this agreement shall have no contractual relationship with the County or the Public Works Department and shall not be considered employees of the County or Public Works Department.

XIV. MODIFICATIONS

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the County and the Consultant shall not require written approval.

XV. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

XVI. CANCELLATION

The County may cancel this Agreement at any time upon giving fifteen (15) days written notice sent to the Consultant at the address above.

XVII. SERVICES BEYOND THE SCOPE OF THIS CONTRACT

Any additional tasks added to this project must be by written amendment to this Contract signed by both parties.



STAFF REPORT

DATE: 9/18/17

REGULAR

ITEM #: 7

MOTION

TO: Parks Commission
FROM: Emily Becker, Planning Director
AGENDA ITEM: Sunfish Lake Forest Management Plan
REVIEWED BY: Rob Weldon, Public Works Director

BACKGROUND:

At its June 19, 2017 meeting, the Parks Commission discussed breaking down the Sunfish Lake Forest Management Plan in to measurable goals so that it could be properly implemented. The Parks Commission suggested dividing the park in to sections and getting a forester to come in and assess the current conditions or setting up a plan internally.

ISSUE BEFORE THE COMMISSION:

What are the next steps in breaking down the Sunfish Lake Forest Management Plan?

DETAILS/ANALYSIS:

At its June meeting, Parks Commission members Olinger and Frick volunteered to identify the number and location of trees that need to be removed in order to get a quote from a forester (minutes from this meeting copied and pasted below). If this has been done, this can be reported on. Staff should be provided with clear direction on where to start with areas that are top priority for forest management in order to obtain an accurate quote.

Sunfish Lake Park Forest Management Plan

Becker stated that the Parks Commission is being asked to break down the Sunfish Lake Park Forest Management Plan into measurable goals so that it can be properly implemented. The goal of the plan is to protect and enhance the natural resources of the site and improve native plant communities.

Frick informed the Commission on what she knew about the study from 2015. Discussing the damage the park experienced in 2013 and other conditions of the park, including oak wilt and buckthorn. Frick mentioned maybe to focus on leaning trees, oak wilt, and buckthorn.

Discussion about dividing the park into sections, getting a forester to come in and assess the current conditions or setting up a plan internally. Handt asked if there would be any Commissioners that would be able to identify the number and location of the trees that need to be removed in order to get a quote. Olinger and Frick volunteered.



STAFF REPORT

DATE: 9/18/2017

REGULAR

ITEM #: 8

TO: Parks Commission

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: Firearm Deer Hunt in Sunfish Lake Park

REVIEWED BY:

BACKGROUND: Four years ago, in conjunction with Washington County's Lake Elmo Regional Park, the City of Lake Elmo allowed a two-day firearm hunt in Sunfish Lake Park.

ISSUE BEFORE COOMMISSION: Does the Park Commission support a two-day firearm hunt in Sunfish Lake Park?

PROPOSAL DETAILS/ANALYSIS: If a two-day firearm, hunt is allowed the hunt would be conducted on the opening weekend of the Minnesota Gun Deer Season and follow all DNR Rules. Additionally, there would be a limited number of hunters allowed in the park at any one time. To obtain permission to hunt a date and time to sign up would need to be established and interested parties could sign up on a first come-first serve basis. In 2013, there were six zones established for hunting in the park and only six hunters allowed to hunt at a time.

FISCAL IMPACT: none

OPTIONS:

- Recommend to City Council Approval of a two-day firearm hunt in Sunfish Lake Park
- Deny two-day hunt in Sunfish Lake Park
- Table for further discussion

1194266

Receipt#: 112894



CVE

\$46.00

CRV Not Required
Transfer Entered
Exempt from Tax

Certified Filed and/or recorded on:

9/22/2009 11:47 AM

1194266

Certificate #: 22102

Return to:
OLD REPUBLIC - MPLS
400 SECOND AVENUE SOUTH
MINNEAPOLIS MN 55401

Office of the Registrar of Titles
Property Records & Taxpayer Services
Washington County, MN
Kevin J Corbid, County Recorder

CONSERVATION EASEMENT

3749285

Receipt#: 106429

EAS

\$46.00

CRV Not Required
Transfer Entered
Exempt from Tax

Certified Filed and/or recorded on:
7/10/2009 8:19 AM

3749285

Office of the County Recorder
Property Records & Taxpayer Services
Washington County, MN

Kevin J Corbid, County Recorder

Return to:
OLD REPUBLIC - MPLS
400 SECOND AVENUE SOUTH
MINNEAPOLIS MN 55401

CONSERVATION EASEMENT

This is a CONSERVATION EASEMENT granted by the City of Lake Elmo, a political subdivision under the laws of the State of Minnesota, (the "Owner") to the Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota (the "Land Trust").

RECITALS:

- A. OWNER. The Owner is the current owner of approximately 256 acres of real property located in Washington County, Minnesota. That real property is more fully described below as the "Protected Property."
- B. PROTECTED PROPERTY. The Protected Property is that real property legally described in Exhibit A and generally depicted on the "Property Map" in Exhibit B. Both exhibits are attached to this conservation easement and incorporated by this reference.

The Protected Property, known to area residents as "Sunfish Lake Park," consists of approximately 173 acres of rolling forest land that includes a number of hardwood tree species such as oak, maple, birch, and cherry. The Protected Property also consists of approximately 2 acres of woodland, 25 acres of grassland, 20 acres of wetland, and 4 acres of open water ponds. Sunfish Lake, which is classified by the Minnesota Department of Natural Resources as a natural environment lake, covers approximately 17 acres of the eastern

portion of the Protected Property. Approximately 15 acres of the site consists of cultivated fields currently planted in corn.

Two clustered residential developments with open space protected by conservation easements are located adjacent to the Protected Property, contributing to a larger expanse of open space.

Sunfish Lake Park is part of the Lake Elmo park system, and it has been used primarily as a passive park for activities such as walking, hiking, cross country skiing, horseback riding, solitude, and nature observation. The Protected Property has an unimproved divided access road and parking area, barbeque grills, a portable toilet, and fencing. A power line traverses the western portion of the Protected Property. No other structures or improvements currently exist on the Protected Property.

- C. MINNESOTA LAND TRUST. The Minnesota Land Trust is a non-profit corporation organized and operated exclusively for charitable and educational purposes, including the preservation and protection of land in its natural, scenic or other open space condition. The Land Trust is a public charity as defined in Sections 501(c)(3) and 509(a) of the Internal Revenue Code and an organization qualified to hold conservation easements under Minnesota law and Section 170(h) of the Internal Revenue Code and related regulations.
- D. CONSERVATION VALUES. The Protected Property has the following natural, scenic and open space qualities of significant importance:
- The Protected Property includes native upland aspen-oak and upland hardwood forests, which provide habitat for a variety of species in greatest conservation need as established by the Minnesota Department of Natural Resources in *Tomorrow's Habitat for the Wild and the Rare: An Action Plan for Minnesota's Wildlife*, Comprehensive Wildlife Conservation Strategy, 2006.
 - The Protected Property also is a component of a regionally significant wildlife corridor and project focus area identified by the Minnesota Department of Natural Resources and the Metropolitan Conservation Corridors Partnership, a collaboration of public and private conservation entities funded in part by Minnesota Laws 2007, Chapter 30, Section 2, Subd.4(c).
 - The undeveloped shoreline along Sunfish Lake helps maintain the water quality and near-shore aquatic habitat of the lake.
 - The Protected Property provides outstanding opportunities for the public to experience, appreciate and learn about the natural and scenic environment through low-impact outdoor recreation and educational activities.

Collectively, these outdoor recreational and educational, natural, scenic and open space qualities of the Protected Property comprise its "Conservation Values."

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Protected Property as described above or as authorized below or by the use, maintenance, or construction of those structures and improvements that presently exist on the Protected Property or that are authorized below.

E. CONSERVATION POLICY. Preservation of the Protected Property will further those governmental policies established by the following:

- Minnesota Statutes Chapter 116P, which establishes the Environmental and Natural Resources Trust Fund, and Minnesota Laws 2008, Chapter 367, Section 2, Subdivision 3(a), which provides funding from that Fund to accelerate programs for the purposes of planning, restoring, and protecting important natural areas in the metropolitan region and portions of the surrounding counties.
- Minnesota Statutes Chapter 103A, which promotes protection of Minnesota's waters and their adjacent lands and Minnesota Statutes Section 103A.206 in particular, which recognizes the economic and environmental importance of maintaining and enhancing the soil and water resources of this state and role of private lands in these conservation efforts.
- Minnesota Statutes Section 103A.201, which specifically promotes the protection of wetlands and Minnesota Statutes Section 103A.202, which specifically declares that it is in the public interest to preserve the wetlands of this state to conserve surface waters, maintain and improve water quality, preserve wildlife habitat, reduce runoff, provide for floodwater retention, reduce stream sedimentation, contribute to improved subsurface moisture, and enhance the natural beauty of the landscape.
- Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.
- City of Lake Elmo 2030 Comprehensive Plan, which outlines a city-wide planning policy to "evaluate available options to increase the long-term viability of its park system in an environmentally sensitive manner" (Chapter II, Page II-5), and more specifically, sets out goals to "have recreational and natural parks available to all residents" and to "prevent use of parkland for non recreational or non-conserving purposes." (Chapter IX, Page IX-2)

F. CONSERVATION INTENT. The Owner and the Land Trust are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding upon the current Owner and all future owners of the Protected Property and that conveys to

the Land Trust the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

CONVEYANCE OF CONSERVATION EASEMENT:

Pursuant to the laws of the State of Minnesota, and in particular Minnesota Statutes Chapter 84C, and in consideration of the facts recited above and the mutual covenants contained herein and as an absolute and unconditional gift, the Owner hereby conveys and warrants to the Land Trust and its successors and assigns a perpetual conservation easement over the Protected Property. This conservation easement consists of the following rights, terms, and restrictions (the "Easement"):

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Protected Property identified above by confining the development, management and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit by:

- Providing an opportunity for the public to learn about, experience, and enjoy the out-of-doors in a significant and relatively undisturbed natural setting.
 - Protecting natural habitat that contributes to a larger complex of protected forest and wetlands that support a variety of wildlife and plants, both terrestrial and aquatic.
 - Protecting the water quality and near-shore aquatic habitat of Sunfish Lake by restricting development of the lakeshore of the Protected Property.
2. **LAND USE RESTRICTIONS.** Any activity on or use of the Protected Property that is inconsistent with the purposes of this Easement is prohibited.

This prohibition specifically includes any intrusion or future development that would interfere with the essential scenic quality of the Protected Property or the visual enjoyment of the open and natural character of the Protected Property by the general public.

Except as specifically permitted in section 3 below and without limiting the general prohibition above, restrictions imposed upon the Protected Property expressly include the following:

- 2.1. Industrial and Commercial Activity. No industrial or commercial use of the Protected Property is allowed except for that agricultural use, forest or habitat management, or minimal commercial recreational use specifically permitted in section 3 below.
- 2.2. Agricultural Use. No agricultural use of the Protected Property is allowed except as specifically permitted in section 3 below.
- 2.3. Residential Development. No residential use or development of the Protected Property is allowed.
- 2.4. Rights of Way. No new right of way shall be granted across the Protected Property by the Owner in conjunction with any industrial, commercial, or residential use or development of other land not protected by this Easement without the prior approval of the Land Trust under the provisions of section 7.7 of this Easement. This provision does not affect any rights of way existing at the time of conveyance.

The Owner may, however, grant an easement to the Commissioner of the Minnesota Pollution Control Agency as needed to permit the location, operation and maintenance of a monitoring well or wells on the Protected Property.

- 2.5. Division of the Protected Property. The Protected Property may not be divided, subdivided, or partitioned. The Protected Property may be conveyed only in its entirety as a single parcel under single ownership (joint or undivided) regardless of whether it now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes.

This provision does not, however, prohibit:

- The division of the Protected Property when a portion of the Protected Property is being conveyed to a conservation organization defined in section 7.1 below.
 - The correction or adjustment of boundary lines to resolve an ownership dispute.
- 2.6. Development Rights. No portion of the Protected Property may be used to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage, open space, or natural resource use or extraction under otherwise applicable laws, regulations, or ordinances controlling land use. The development rights that have been encumbered or extinguished by this Easement may not be transferred to any other property or used to obtain any regulatory mitigation credits.
 - 2.7. Structures and Improvements. No temporary or permanent buildings, structures, utilities, roads or other improvements of any kind may be placed or constructed on the Protected Property except as specifically authorized in section 3 or as set forth below:

- a. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended, and replaced to serve only uses and activities specifically permitted by this Easement.

Permitted utility systems and facilities include, without limitation, all systems and facilities necessary to provide on-site power, fuel, water, waste disposal, and communication but do not include communication towers, wind turbines, or similar structures without the prior approval of the Land Trust.

Permitted utility systems and facilities shall be installed or constructed with minimal grading and disturbance to vegetation. Following installation or construction, the surface shall be restored in a timely manner to a condition consistent with the purposes of this Easement.

- b. Signs. No billboards or other signs may be placed or erected on the Protected Property except for small signs for informational or interpretive purposes. These permitted small signs include signs necessary for monitoring, safety, and security purposes in conjunction with those recorded easements and agreements between the Owner and the Minnesota Pollution Control Agency.

Additionally, the Owner may also construct and maintain a park entry monument and signs as permitted in section 3.5 below. With the Owner's permission, the Land Trust may place signs on the Protected Property identifying the land as protected.

- c. Roads and Parking Areas. The existing park access road and parking area may be maintained and improved but may not be widened, enlarged, or relocated without the prior written approval of the Land Trust.

No other roads or paved areas may be established or constructed on the Protected Property without the prior written approval of the Land Trust.

- d. Trails. Unpaved paths or foot trails, including necessary footbridges and boardwalks, may be established and maintained for non-motorized recreational uses. Paved trails may be established and maintained only within Area 2 of the Protected Property, which is generally depicted on the Property Map attached as Exhibit B. Paved trails may be allowed in Area 1 of the Protected Property, as generally depicted on the Property Map, only as necessary to meet requirements of the American with Disabilities Act and only with advance written approval from the Land Trust. Trails shall be established, maintained and used in a manner that does not result in significant erosion or have an adverse impact on the natural and scenic quality of the Protected Property.
- e. Fences. Fences may be constructed, maintained, improved, replaced or removed to mark boundaries, to secure the Protected Property, or as needed in carrying out activities permitted by this Easement and by recorded documents between the Owner and the Minnesota Pollution Control Agency, including those documents specifically referenced in section 7.5.

f. Outdoor Lighting. In order to minimize sky glow or light pollution originating from the Protected Property, no permanent outdoor lighting is permitted within Area 1 of the Protected Property. Any outdoor light fixtures within Area 2 must minimize light emitted above the plane of the horizon of the fixture through the use of earthward directed or full cut-off fixtures or lamps with single or minimal-color light sources, or other equally effective fixtures designed to minimize light pollution.

2.8. Dumping. No trash, non-compostable garbage, debris, unserviceable vehicles or equipment, junk, other unsightly material or hazardous or toxic substances may be dumped or accumulated on the Protected Property. This does not prohibit burning or composting of excess brush or other plant material resulting from activities permitted by this easement.

2.9. Mining. No mining, drilling, exploring for, or removing any minerals, sand, gravel, rock, or fossil fuels from the Protected Property is allowed.

2.10. Topography and Surface Alteration. No alteration or change in the topography or the surface of the Protected Property is allowed. This includes no ditching, draining or filling and no excavation or removal of soil or other material, except as incidental to activities or uses specifically permitted by this Easement.

Any permitted alteration shall be undertaken with minimal grading and disturbance to vegetation and with the surface restored in a timely manner to a condition consistent with the purposes of this Easement.

2.11. Water. No alteration or manipulation of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water or creation of new wetlands or water bodies is allowed except to restore or enhance wildlife habitat or native biological communities or to improve or enhance the function and quality of existing wetlands or water bodies. Any alteration or creation of wetlands or water bodies must be undertaken in accordance with a habitat management plan approved by the Land Trust under section 3 below.

No activities on or uses of the Protected Property that cause significant erosion or are seriously detrimental to water quality or purity are allowed.

2.12. Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:

a. In conjunction with agricultural use and forest or habitat management as specifically permitted in section 3 below.

b. As reasonably required to construct and maintain permitted buildings, structures, roads, trails and other permitted improvements and provided that vegetation shall be restored by the Owner following any construction to a condition consistent with the purpose of this Easement.

- c. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury, or property damage.
- d. Landscaping in areas immediately adjacent to permitted buildings, within the divided entry road corridor, or as specifically authorized in section 3 below.

2.13. Vehicles. Motorized vehicles may not be used on the Protected Property except on roads or parking areas permitted under this Easement or in conjunction with construction and maintenance of permitted buildings, structures, roads, trails, or other improvements, forest or habitat management, agricultural use, or in conjunction with Minnesota Pollution Control Agency permitted activities including those permitted under the recorded documents specifically referenced in section 7.5 below. Use of motorized vehicles shall not result in significant erosion or have an adverse impact on the natural and scenic quality of the Protected Property.

3. **RESERVED RIGHTS**. The Owner retains all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. The Owner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property. Additionally, the Owner must give notice to the Land Trust before exercising any reserved right that might have an adverse impact on the Conservation Values of the Protected Property.

Without limiting the generality of the above, the following rights are expressly reserved and the Owner may use and allow others to use the Protected Property as follows:

- 3.1. Right to Convey. The Owner may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property. This right to convey the Protected Property is subject to the following:
- a. Any conveyance or encumbrance of the Protected Property is subject to this Easement.
 - b. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys title to the Protected Property. The Owner will also specify to what extent reserved rights have been exercised, if at all, and are no longer available for use by the new owner and which reserved rights are specifically allocated to the property being conveyed in accordance with other provisions of this Easement.
 - c. The Owner will notify the Land Trust of any conveyance within fifteen (15) days after closing and will provide the Land Trust with the name and address of the new owner and a copy of the deed transferring title.
 - d. If the Protected Property is owned by a trust, business entity or any common or jointly held ownership, the Owner shall designate a representative authorized to receive notice on behalf of the owner and provide the Land Trust with the name and address of the designated representative. The Owner shall notify the Land

Trust of any change in the designated representative and provide the Land Trust with the new name, address and other contact information.

The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this section 3.1.

- 3.2. Agricultural Use. Agricultural use of the Protected Property is limited to only that area designated as Cultivated Land on the Property Map attached as Exhibit B. If this area is restored to forest or grassland, then no further agricultural use is permitted.
- 3.3. Forest and Habitat Management. The Protected Property may be used to create, maintain, restore, or enhance habitat for wildlife and native biological communities in accordance with a restoration or habitat management plan approved in writing by the Land Trust. The Owner may remove timber and other wood products and otherwise manage the vegetation on the Protected Property in accordance with this approved plan.
- 3.4. Recreational and Educational Uses. The Protected Property may be used for hiking, cross-country skiing, horseback riding, nature observation or study, and other non-intensive recreational and educational programs or activities that have no more than minimal impact on the Conservation Values of the Protected Property.

The Protected Property may not be used for more than minimal commercial recreational purposes.

- 3.5. Recreational and Educational Structures. Minor rustic structures such as tents, trail barriers, boardwalks, overlook decks, footbridges, benches, birdhouses, and informational kiosks may be placed on the Protected Property in conjunction with permitted recreational and educational activities.

Additionally, the Owner may choose to use and develop Area 2 of the Protected Property, or a portion of it, as an educational, outdoor recreational, nature observation or interpretive center. Such use must be consistent with and must not interfere with the Conservation Values and purposes of this Easement. The size, location, and characteristics of the buildings and structures, as well as all necessary utilities, driveways, parking areas, and all other improvements associated with the facility or the uses described in this section, including a park entry monument and signs, must be in accordance with a park concept plan developed by the Owner and approved in writing by the Land Trust. All buildings, structures and improvements must be designed and constructed so as not to detract from the natural and scenic character of the Protected Property. Review and written approval of architectural plans by the Land Trust is required prior to commencing construction.

The Owner will request and obtain approvals and give the Land Trust notices as set out in section 7.7 of this Easement before beginning any construction permitted under this section.

4. LAND TRUST'S RIGHTS AND REMEDIES. In order to accomplish the purposes of this Easement to preserve and protect the Conservation Values of the Protected Property, the Land Trust has the following rights and remedies:

- 4.1. Right to Enter. The Land Trust has the right to enter the Protected Property at reasonable times and in a reasonable manner for the following purposes:
- a. To inspect the Protected Property and to monitor compliance with the terms of this Easement.
 - b. To obtain evidence for use in seeking judicial or other enforcement of this Easement.
 - c. To survey or otherwise mark the boundaries of all or part of the Protected Property if necessary to determine whether there has been or may be a violation of this Easement. Any survey completed under this provision will be at the Owner's expense.
 - d. To otherwise exercise its rights under this Easement.
- 4.2. Right of Enforcement. The Land Trust has the right to prevent or remedy violations of this Easement, including prohibiting the construction of buildings or improvements, through appropriate judicial action brought in any court of competent jurisdiction against the Owner or other responsible party.
- a. Notice. The Land Trust may not initiate judicial action until the Owner has been given notice of the violation, or threatened violation, of this Easement and a reasonable opportunity to correct the situation. This provision shall not apply if, in the sole discretion of the Land Trust, immediate judicial action is necessary to prevent or mitigate significant damage to the Conservation Values of the Protected Property or if reasonable, good faith efforts to notify the Owner are unsuccessful.
 - b. Remedies. In enforcing this Easement, the Land Trust has the right to:
 - Temporary or permanent injunctive relief for any violation or threatened violation of this Easement.
 - Require restoration of the Protected Property to its condition at the time of this conveyance or as otherwise necessitated by a violation of this Easement.
 - Specific performance or declaratory relief.
 - Recover damages resulting from a violation of this Easement or injury to any Conservation Values associated with the Protected Property.

These remedies are cumulative and are available without requiring the Land Trust to prove actual damage to the Conservation Values of the Protected Property.

The Land Trust and the Owner agree that the damages created by a violation of this Easement may be determined by calculating the cost of acquiring a conservation easement over similar property. The Land Trust and the Owner also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement.

The Land Trust is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- c. Costs of Enforcement. The Owner shall be responsible for all reasonable costs incurred by the Land Trust in enforcing this Easement, including without limitation costs of suit, attorneys' fees, and expenses related to restoration of the Protected Property. If, however, the Owner ultimately prevails in a judicial enforcement action, each party shall be responsible for its own costs and attorneys' fees.
- d. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the discretion of the Land Trust. The Land Trust does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Land Trust in discovering a violation or initiating enforcement proceedings. The Land Trust shall not be barred by any applicable statute of limitations in bringing any action to enforce the term of this Easement.
- e. Acts Beyond Owner's Control. The Land Trust may not bring an action against the Owner for any change to the Protected Property resulting from:
 - causes beyond the Owner's control such as changes caused by fire, flood, storm, natural deterioration or the unauthorized acts of third parties, or
 - reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.

Actions by the Owner's lessees, agents, employees or contractors are not considered unauthorized acts of third parties.

This section does not preclude the Owner or the Land Trust from recovering damages or bringing an action against any third party for trespass or other violation of their respective rights in this Easement or in the Protected Property.

- f. Right to Report. In addition to other remedies, the Land Trust has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.
- g. Enforcement Rights of Others. Nothing in this Easement is intended to create any right to enforce this Easement in any third party where no such right otherwise exists under this Easement or under law.

4.3. Limitation on Rights. Nothing in this Easement gives the Land Trust the right or responsibility to exercise physical control over day-to-day operations on the Protected Property or to become involved in management decisions involving the use or disposal of hazardous substances or to otherwise become an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or other similar successor federal, state or local statutes or laws regarding responsibility for environmental conditions associated with contamination.

5. **PUBLIC ACCESS AND USE.** The public shall have the right to use the Protected Property and any trail established on the Protected Property for low-impact recreational and educational purposes, subject to the restrictions set out in this easement and subject to any reasonable use restrictions established by the Owner.

6. **DOCUMENTATION.** The current uses of the Protected Property, the state of any existing improvements, and the specific Conservation Values of the Protected Property that are briefly described in this Easement will be more fully described in a property report on file at the office of the Land Trust. The Owner and the Land Trust acknowledge that this property report will accurately represent the condition of the Protected Property at the time of this conveyance and may be used by the Land Trust in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This property report, however, is not intended to preclude the use of other information and evidence to document the present condition of the Protected Property in the event of a future controversy.

7. GENERAL PROVISIONS.

7.1. Assignment. This Easement may be assigned or transferred by the Land Trust only to a conservation organization defined as a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and as an authorized conservation easement holder under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the Land Trust by this Easement.

As a condition of any assignment or transfer, the Land Trust will require any future holder of this Easement to continue to carry out the purpose of this Easement in perpetuity.

The Land Trust will notify the Owner of any assignment within thirty (30) days of the assignment and will provide the Owner with the name and address of the new holder.

7.2. Amendment. Under appropriate circumstances, this Easement may be modified or amended. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the Land Trust any of the following apply:

- The amendment does not further the purposes of this Easement.

- The amendment will adversely impact the Conservation Values of the Protected Property.
- The amendment affects the perpetual duration of this Easement.
- The amendment affects the validity of this Easement under Minnesota law or the status of the Land Trust under Sections 501(c)(3) and 170(h) of the Internal Revenue Code.

Any amendment or modification must be in writing and recorded in the same manner as this Easement.

7.3. Termination. This Easement may be terminated or extinguished only as follows:

- The Owner and the Land Trust recognize that circumstances may arise that make continued use of the Protected Property in a manner consistent with the purpose of this Easement impossible or impractical. In this event, this Easement may be extinguished through judicial proceedings.
- This Easement may be extinguished pursuant to the proper exercise of the power of eminent domain.

7.4. Proceeds. Following any extinguishment or termination of this Easement in whole or in part, the Land Trust shall be entitled to a portion of the proceeds from any sale, exchange or involuntary conversion of the Protected Property.

The Land Trust's share of the proceeds shall be an amount equal to the fair market value of this Easement at the time of the extinguishment but not less than an amount equal to the proportionate value that this Easement bears to the value of the Protected Property as a whole at the time of this conveyance (excluding the value of any permitted improvements made after the conveyance of this Easement.)

The value of this Easement shall be calculated by the method required by the Internal Revenue Service for calculating an income tax deduction for the charitable donation of a conservation easement.

The Land Trust will use its share of any proceeds in a manner consistent with the purpose of this Easement.

7.5. Warranties. The current Owner represents and warrants as follows:

- a. The Owner is the sole owner of the Protected Property in fee simple and has the right and ability to convey this Easement to the Land Trust.
- b. The Protected Property is free and clear of all rights, restrictions and encumbrances other than those subordinated to this Easement or otherwise specifically agreed to by the Land Trust.

- c. A portion of the Protected Property is subject to the terms and restrictions of the following documents:
- Landfill Cleanup Agreement by and between Washington County, Ramsey County, the City of Lake Elmo and the Commissioner of the Minnesota Pollution Control Agency dated November 21, 1995, recorded December 14, 1995, as Document Number 866611;
 - Easement in favor of the State of Minnesota dated November 13, 1995, recorded December 14, 1995, as Document Number 866615; and
 - Declaration of Restrictions and Covenants dated November 13, 1995, recorded December 14, 1995, as Document Number 866619.
- d. The Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Protected Property that is in violation of a federal, state, or local environmental law and will defend, indemnify and hold the Land Trust harmless against any claims of contamination from such substances.

7.6. Ownership Responsibilities, Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the use, ownership, and maintenance of the Protected Property.

- a. Taxes. The Owner shall pay all real estate taxes and assessments levied against the Protected Property, including any levied against the interest of the Land Trust created by this Easement. The Land Trust may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Owner.
- b. Regulatory Compliance. All activities or construction permitted by this Easement shall be undertaken in accordance with applicable federal, state and local laws, regulations and ordinances and nothing in this Easement shall be construed to exempt the Protected Property or the Owner from otherwise applicable laws or regulations.

The Owner is solely responsible for obtaining any required governmental permits.

- c. Indemnity. The Owner shall defend, indemnify, and hold the Land Trust harmless from any and all costs or liability for any loss, damage, or personal injury occurring on or related to the Protected Property or the existence of this Easement, except to the extent attributable to the negligence of the Land Trust.
- d. Insurance. The Owner will name the Land Trust as an additional insured on any general liability insurance policy carried by the Owner with respect to the Protected Property.
- e. Future Environmental Condition. The Owner is solely responsible for Owner's use or release on the Protected Property of any hazardous or toxic substances as

defined by the Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or other similar successor federal, state or local law or regulation regarding responsibility for environmental conditions associated with contamination. The Owner shall take all steps necessary to assure any needed containment or remediation resulting from any release of such substance.

7.7. Notice and Approval. Any notice or request for approval required by this Easement must be in writing and is subject to the following:

- a. Delivery. Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:
City of Lake Elmo
3800 Laverne Avenue N.
Lake Elmo, MN 55042

To the Land Trust:
Minnesota Land Trust
2356 University Avenue West
St. Paul, MN 55114

- b. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 30 days prior to the date proposed for initiating the activity in question.
- c. Content. The notice or request for approval must include sufficient information to allow the Trust to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement. At a minimum, this should include:
- The location, nature, and scope of the proposed activity.
 - The proposed use, design, and location of any building, structure or improvement.
 - The potential impact on the Conservation Values of the Protected Property.
- d. Approval. The Land Trust may withhold its approval if it determines that the proposal is inconsistent with the terms or purposes of this Easement or lacks sufficient information to allow the Land Trust to reach an informed decision. The Land Trust may condition its approval on the Owner's acceptance of modifications, which would, in the Land Trust's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

Approval of the Land Trust must be in writing to be effective.

- 7.8. Binding Effect. This Easement creates a property right immediately vested in the Land Trust and its successors and assigns that cannot be terminated or extinguished except as set out herein.

This Easement shall run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the current Owner of the Protected Property, all successors in title to the Protected Property and all other parties entitled to possess or use the Protected Property.

If at any time the Land Trust or other holder of this Easement becomes the owner of all or a portion of the fee interest in the Protected Property, this Easement shall not be deemed to merge with the underlying fee interest but shall remain in force and effect unless otherwise terminated or extinguished as set out herein.

- 7.9. Definitions. Unless the context requires otherwise, the term “Owner” includes, jointly and severally, the current owner or owners of the Protected Property identified above and their personal representatives, heirs, successors and assigns in title to the Protected Property. The term “Land Trust” includes the Minnesota Land Trust and its successors or assigns to its interest in this Easement.

- 7.10. Termination of Rights and Obligations. A party’s rights and obligations under this Easement terminate upon the transfer or termination of that party’s interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.

- 7.11. Recording. The Land Trust will record this Easement in a timely manner in the official records for the county in which the Protected Property is located. The Land Trust may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.

- 7.12. Interpretation. This Easement shall be interpreted as follows.

- a. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.
- b. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.

- c. Captions. Captions have been inserted in this document solely for convenience of reference and shall have no effect upon interpretation or construction.
 - d. Future Economic Condition. In conveying this Easement, the Owner has considered the possibility that uses of the Protected Property prohibited by this Easement may in the future become more economically valuable than uses permitted by this Easement and that neighboring properties may be put entirely to such prohibited uses. Such changes alone are not deemed to be circumstances justifying the extinguishment of this Easement as otherwise set forth above.
- 7.13. Additional Documents. The Owner agrees to execute or provide any additional documents reasonably needed by the Land Trust to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.
- 7.14. Entire Agreement. This document sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.
- 7.15. Signatures. This Easement may be completed with the signatures of the parties to this Easement executed and notarized on separate pages which when attached to this document shall constitute one complete document.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Conservation Easement on the 30th day of June, 2009.

OWNER:

CITY OF LAKE ELMO

By: Dean Johnston
Mayor

By: Craig Dawson
City Administrator

State of MINNESOTA)

County of Washington) ss

The foregoing instrument was acknowledged before me this 30th day of June, 2009, by Dean Johnston and Craig Dawson, the Mayor and the City Administrator, respectively, of the City of Lake Elmo, a municipal corporation in the State of Minnesota, on behalf of the City.

Sarah Strommen

Notary Public

My Commission Expires:



ACCEPTANCE

The MINNESOTA LAND TRUST hereby accepts the foregoing Conservation Easement effective as of the 30th day of June, 2009.

MINNESOTA LAND TRUST

By: _____

Title: President

State of MINNESOTA)

County of Ramsey)

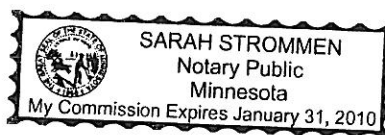
) ss

The foregoing instrument was acknowledged before me this 30th day of June, 2009, by Jane Prohaska, the President of the Minnesota Land Trust, a non-profit corporation under the laws of the State of Minnesota, on behalf of said corporation.

Sarah Strommen

Notary Public

My Commission Expires:



This document drafted by:

Minnesota Land Trust
2356 University Avenue West
St. Paul, MN 55114

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 (SW1/4 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:

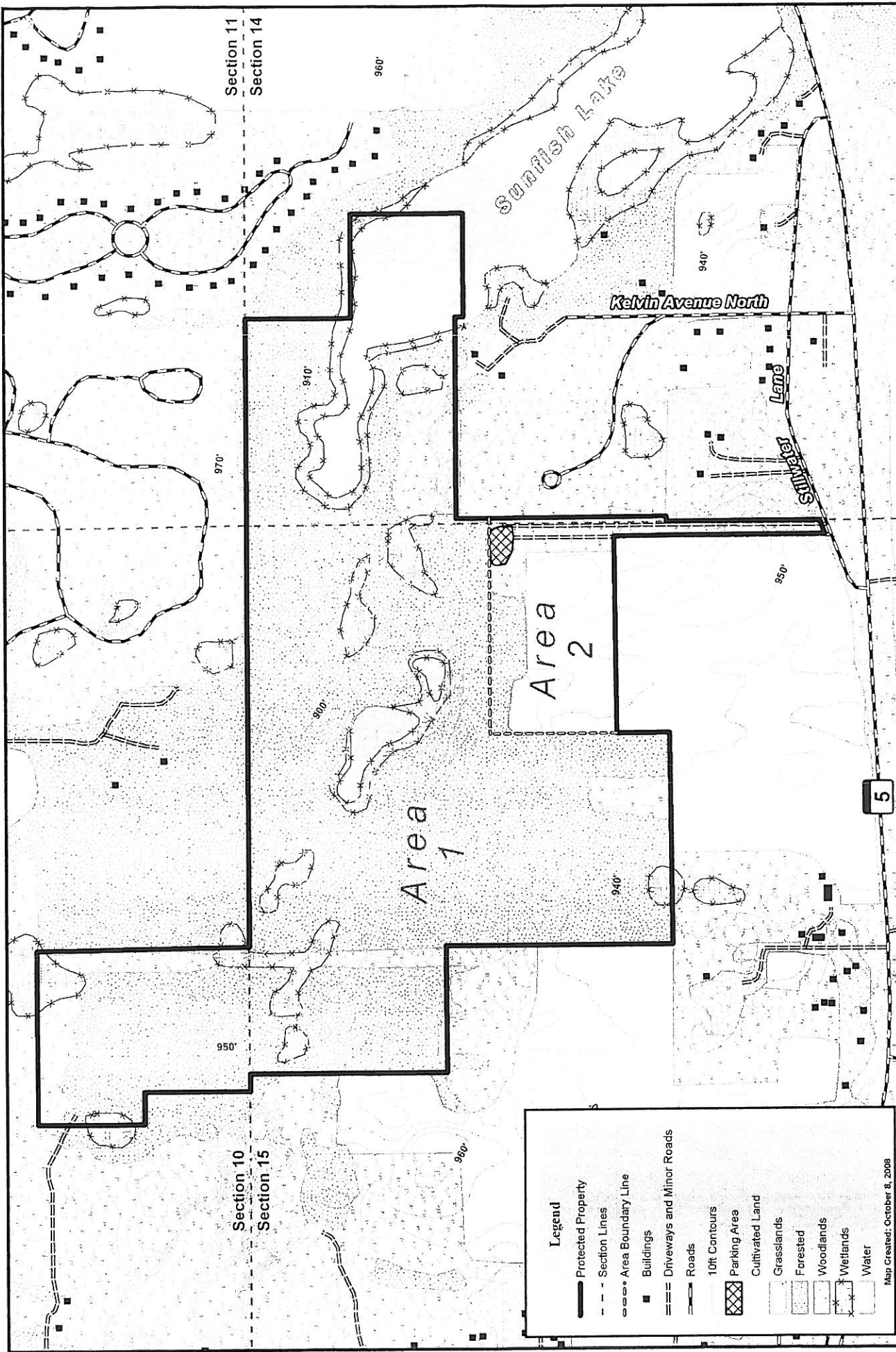
Beginning at the northwest corner of said Section 15, thence South 00 degrees, 18 minutes, 30 seconds West, bearings are based on the Washington County Coordinate System NAD83, along the west line of said Section 15, a distance of 501.27 feet to the south line of said North 30 acres of the North One-Half 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: Property Map



Legend

- Protected Property
- Section Lines
- Area Boundary Line
- Buildings
- Driveways and Minor Roads
- Roads
- 10ft Contours
- Parking Area
- Cultivated Land
- Grasslands
- Forested
- Woodlands
- Wetlands
- Water

Map Created: October 8, 2008

Map Resource Information

Protected Property, Section Lines, Area Boundary Line, Buildings, Roads, Driveways & Minor Roads, 10-Foot Contours, Parking Area, Cultivated Land, Grasslands, Forests, Wetlands, and Water created by Community GIS Services Inc.

Users of this map agree and acknowledge that the City of Lake Elmo and the Minnesota Land Trust are not liable for accuracy of GIS material provided. GIS materials should not be relied upon to establish legal title, boundary lines, or locations of improvements.

Site: Sunfish Park - Tract: City of Lake Elmo
Washington County - Twp. 29 N Rng. 21 W Sec. 10, 14 & 15

Scale:
1" = 800'

800 400 0 800 Feet

MINNESOTA LAND TRUST

communitygis
geospatial solutions

Background on ordinance upheld to ban mountain biking from Sunfish Lake Park.

(Background presented by Judith Blackford at the 8/20/07 Parks Commission meeting.)

David (Steele, Chair) has asked me to share a history of some of the document input included in the 1994 packet that went to the Council, when the then Parks Commission gave a unanimous, individually signed, 1" thick, packet of tediously researched, documented, and accumulated info (over a 3-year period).

1. There was all along an ordinance put in place in 1992, which banned biking, any type of biking, on any trail other than a designated, bike trail.
2. In 1994, the Parks Commission, asked the Council to enforce and address the ordinance specifically for Sunfish because mountain biking was eroding trails, creating dangerous liability issues, and destroying the enjoyment of the more passive, allowed activities within the park.
3. Council meeting motion 4/19/94—Mottaz/Johnson—to accept the 18, 1994, Parks Commission recommendation that the Parks Commission and City Council have adopted the Park Trail Plan concept, which provides for a recreational bike trail along the southern boundary of Sunfish Park, with the stipulation that a barrier shall be installed, at the time of development of the trail, to prevent free access of bicycles into the woods of Sunfish Park, and that the commission will seek in the form of future park dedication a site or trail for designation for mountain biking. (Motion carried 5-0). M/S/C Johnson/Mottaz—to accept the 1/3/94 recommendation of the Parks Commission continuing the ban on mountain biking in Sunfish Lake Park. (motion carried 5-0).
4. Finally, here is a motion made taking out the east/west trail within Sunfish. We made and passed that motion. (Park Commission minutes of 6/20/05).
5. Here is our Trail Plan document of 11/2005, page 31, which states that there will be no biking within this park.

Here are some of the exhibits that went into the Parks Commission packet in 1994:

Exhibit A—270 signatures from community residents supporting the ordinance banning mountain biking in Sunfish Park.

Exhibit B—Researched document by Konrad Koosman from the MN Soil & Water Conservation District addressing soil erosion and mountain biking's impact.

Exhibit C—DNR letter of representative woods.

Exhibit D—addn'l DNR documentation

Exhibit E—Nature Conservancy document on representative flora/fauna.

Exhibit F—Letters from community residents/Sierra Club

Exhibit G—Excerpts from the bond issue (I did not reference at the above meeting)

Finally, based on the above, it is inappropriate to include biking in this Park in our Land Trust document.

Elmo bans mountain bikes in Sunfish Park

By Donald Kohler

Lake Elmo Correspondent

The City of Lake Elmo banned the use of the popular mountain bikes in Sunfish Lake park last week after receiving reports of environmental damage to the facility.

In recent years the park has become popular among mountain bicyclists. The challenging terrain has drawn enthusiasts from throughout the metro area. However, misuse has created ruts and other damage in environmentally sensitive areas of the park.

Most mountain bikers are responsible, said Mike Bouthilet, Lake Elmo parks supervisor, but others have not been as considerate.

"They are in the park when there is still snow on the ground or the soil is wet. I have maintained the park for six years and bicyclists have done more damage in the past year than horse riders,"

Bouthilet told the council in requesting a mountain bike ban.

The debate drew a large crowd of mountain bicyclists to the May 18 council meeting in a vain attempt to persuade the council not to impose restrictions.

"Sunfish Lake Park is seen by many to contain the finest off-road trails in the metro area. I have been riding in Sunfish since 1988 and would like it to remain open," said Lee Swenson, Rice Street Bike Club.

Swenson presented the council with a petition signed by over 200 bicyclists.

"There are very few parks within 60 miles of the metro area where we can ride," Swenson said. "Where do we go after work or during the week to ride?" As more cities close their parks to mountain bicyclists, overcrowding in the remaining open parks becomes worse, he said.

"We ask that Sunfish Lake

Park remain open to mountain bikes. Any irresponsible riding or abuse to the trails can be effectively curtailed or eliminated by self-patrolling bike clubs," Swenson said.

Swenson and others also complained the city was acting on the ordinance without allowing bicyclists enough time to respond to complaints. Erosion in the park is minimal, said Lake Elmo resident Walt Bailey. There are about six hills out of 15 that are troublesome, and options other than closing the park to bikes should be considered, he said.

Bailey requested the council refrain from acting on the ordinance for one month. During that time, a committee of bicyclists and park board members could attempt to resolve the problems.

"The park could be closed during the spring thaw and after heavy rains," Bailey explained. Other alternatives possible would

be to close sections of certain trails or to license bicyclists who use the park.

"Mountain bikers have been beaten down throughout the state, and you will find them going out of their way to maintain the park," he said.

Swenson also asked for further study of the eroded areas. "If you were to go out to the park and take plaster casts of the trails you would not find bike prints. You

Elmo/page 3

would get plaster casts of horse hooves," he insisted.

Yet, despite objections from the large group of bicyclists, the council was not convinced to leave the park open to the bikers.

"There are two major issues here: safety and the environment," said Councilman Richard Johnson. "A mountain bike is not (intended) to be ridden at a leisurely pace. This creates a hazardous situation for the majority of park users who are pedestrians. When one use conflicts with the major use, then that use has to be restricted."

"We have a problem right now that needs to be corrected. The problem has been identified by the park director and the park commission. Closing the park to mountain bikes is what is necessary to solve the problem," he said.

After the vote to ban the bikes, several councilmembers said the decision was not irrevocable. The city may reconsider modifying the ordinance, said Councilman Todd Williams.

CITY OF LAKE ELMO

COUNTY OF WASHINGTON
STATE OF MINNESOTA
ORDINANCE 8065

AN ORDINANCE ADDING SECTION 1005 RELATING TO THE REGULATION OF BICYCLING TO THE LAKE ELMO MUNICIPAL CODE

The City Council ordains that Chapter 1005 and its subsections shall be added to the Lake Elmo Municipal Code to read as follows:

SECTION 1005. BICYCLING.

It shall be unlawful for any person to:

A. Operate a bicycle, except on designated bike trails and roadways and except as close to the right hand side of bike trail or roadway as conditions permit;

B. Operate a mountain bike or similar cycle except on bike trails and roadways as permitted in Section 1005;

C. Operate a bicycle in violation of Minnesota Statutes, Chapter 169, "Highway Traffic Violation";

D. Ride or operate a bicycle except in a prudent and careful manner and at speeds faster than is reasonable and safe with regard to the safety of the operator and other persons in the immediate area.

Effective Date: This ordinance shall be effective the day following its publication.

Adoption Date: Passed by the City Council of the City of Lake Elmo the 18th day of May 1992.

David Johnson,

Mayor

Attest:

Mary Kueffner,

City Administrator

Published in the St. Croix Valley Press May 27, 1992.

April 15, 1994

Lake Elmo City Council
3800 Laverne Avenue North
Lake Elmo, MN 55042

Dear Council Members,

The enclosed packet of information supports the current ordinance banning mountain biking in Sunfish Park. Included in the packet are earlier testimonials shared with the past Council when it passed the ordinance to ban mountain biking and letters in support of the ban. Also enclosed are signatures from community members requesting that Sunfish Park be preserved as a passive usage recreation/nature park by banning mountain biking.

Portions of this packet were shared with the Parks Commission at the March 21 meeting. The Parks Commission then passed by a strong majority (5 for and 1 abstaining), a motion to reject a proposed mountain bike trail in Sunfish Park. We support the City's intent for this park as promised to the previous landowner and the taxpayers whose dollars funded this endeavor. We support the wisdom of that plan and encourage the Council to support like management practices encouraging usages that will protect future enjoyment of this beautiful remnant of old forest. Passive usages of hiking/walking, recreational cross-country skiing, bird watching, photography, nature studies, picnicking, canoeing and sailboating are activities that currently complement this nature park.

The enclosed recommendations come from professionals who have seen the woods through direct examination and consultation. The attached letters give firsthand testimonies to the erosion and the potential for destruction of both the terrain and the peace and enjoyment of the woods. This information supports the intent as a nature park with passive recreational use. Lifting the ordinance banning mountain biking would mean the end of Sunfish as a nature park.

As members of your Parks Commission, we have researched this issue over a two and a half year period. The physical evidence of our recommendations is contained in this letter and in the attached packet. Please call us if you have any questions or need additional information. Thank you for your consideration of this important issue and in helping to ensure the preservation of our beautiful city parks for future generations.

Sincerely,



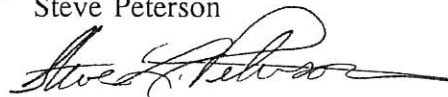

Kes Tautvydas

Judy Blackford
Gloria Knoblauch






Karen Leach
Ron Kuehn
Steve Peterson



SUNFISH PARK

**(information supporting the current
ordinance banning mountain biking)**

**Presented to the Lake Elmo City Council
Meeting of April 19, 1994**

T A B L E O F C O N T E N T S

Letter from the Lake Elmo Parks Commission

Sunfish Park Fact Sheet

Exhibit A - Signatures from community residents
supporting the ordinance banning mountain biking

Exhibit B - Minnesota Soil and Water Conservation District Letter
addressing the soils and erosion in Sunfish and
the impact mountain biking would have on this park

Exhibit C - Department of Natural Resources Letter
addressing the uniqueness of this native hardwood
forest giving recommendations for usage

Exhibit D - Department of Natural Resources Plant Ecologist
Who logged the flora and fauna of Sunfish Park

Exhibit E - Letter from the City of Lake Elmo Attorney to a
Landowner expressing the City's intent to preserve
this virgin forest

A letter and report from the Nature Conservancy
calling the forest of Sunfish "the best upland
forest in the county.

Exhibit F - Letters from community residents

Exhibit G - Excerpts from the \$725,000 bond issue handout
distributed to taxpayers when seeking dollars
to support the City's intended usage

Sierra Club

Sunfish Park Fact Sheet

Reasons for Banning Mountain Biking:

- Increase cost to City (tax payers) to maintain trails and repair erosion damage
- Increase risk and liability that will in turn increase insurance costs
- Destruction of habitat for wildlife
- Destruction and erosion to the unique topography of the park
- Disturbance of peacefulness of park (both for people and wildlife)
- Conflict in usage of trail system:
 - Park is too small to accommodate separate trails which do not intersect and overlap with walkers/hikers
 - Park is too small to diffuse noise created by bikers - many people go to the park for peacefulness and enjoyment of nature
 - Park system was established for passive sports, i.e. walking/hiking, cross-country skiing, bird watching, photography, nature studies, picnicking, canoeing, and sailboating
- Pilot project in Lake Elmo Park Reserve where the trail system is more conducive to mountain biking
- Potential over use of City park by non-residents. Since most parks do not allow mountain biking many users would be residents from the metro area and other towns (non-tax payers)
- Importance of preserving open spaces and woods (Washington County is one of the fastest growing counties in the state)

Information Included in Hennepin Parks Mountain Bike Research Survey 3/8/94:

- 2,700 mt. bike visits on trail at Murphy-Hanrhan Park Reserve in fall 1990.
- Trail conditions and weather conditions have not allowed a full season in Murphy since 1990.
- During the first year of operation at Murphy, there was conflict between bikers and hikers - it was agreed that the two activities should not share the same trail.
- There is a need to rotate trails to allow for trail repair and erosion control.
- Survey indicated the following aspects contribute to making a desirable mt. bike trail:
 - Longer than 5 miles
 - Several large hills, with overall rolling terrain (prefer steep trail system)
 - Some riders enjoy muddy trails
 - Support facilities, such as water and restroom facilities, are appreciated (cost factor)
- Only 10% of mountain bike owners ride off paved surfaces.

Current Condition of Sunfish Park:

- Trail system is located mostly in a mature hardwood forest.
- The topography is very rolling.
- Soils are very sandy and gravelly.
- Erosion already exists on most of the sloping area along the trail system, and sedimentation exists at the base of the slopes because of the erosion above.
- Efforts are being made to divert runoff water by using wood troughs laid diagonally across the existing trails - this type of erosion control would interfere with mt. biking activity.

Judith Blackford

From: "Dean Zuleger" <DZuleger@lakeelmo.org>
To: <sweis@flanneryconstruction.com>; <rosezeno@hotmail.com>; <hartleypm@goldengate.net>; <dfsteele@stthomas.edu>; <amesfamily1@comcast.net>; <samarie2000@hotmail.com>; <stevedelapp@gmail.com>; <Woodscrone@msn.com>
Cc: "Mike Bouthilet" <MBouthilet@lakeelmo.org>; "Mike Pearson" <MPearson@lakeelmo.org>
Sent: Monday, April 15, 2013 11:11 AM
Subject: Conservation Easement for Sunfish Lake / Survey
 Dear Parks Commission:

I regret that I was unable to be at the last Parks Commission meeting, but I am following up on two issues for tonight's meeting as once again I have to be away at a Metro Cities legislative update.

Sunfish Lake Park

I have reviewed the conservation easement for Sunfish Lake Park in its entirety (3X) - it is pretty clear cut and succinct on its intent. I think that there are three pertinent clauses that are germane to the current discussion:

First, On page 4 of the easement, Section 1 "Conservation Purpose" state that the "terms of this Easement are specifically intended to provide a significant public benefit by:

- Providing an opportunity for the public to learn about, experience, and enjoy the out-of-doors in a significant and relatively undisturbed natural setting.
- Protecting natural habitat that contributes to a larger complex of protected forest and wetlands that support a variety of wildlife and plants, both terrestrial and aquatic.
- Protecting the water quality and near-shore aquatic habitat of Sunfish Lake by restricting development of the lakeshore of the Protected Property.

In my opinion, these three tenants point to more of a nature reserve rather than a recreationally, active park. I have suggested to Steve DeLapp that perhaps a name change to Sunfish Lake Nature Reserve, would help people understand the principle use and not make the active recreational assumptions that come with the traditional word "Park". Just a suggestion.

Second, On page 9 of the easement, Section 3.4 "Recreational and Educational Uses state "The protected Property may be used for hiking, cross-country skiing, horseback riding, nature observation or study, and other non-intensive recreational and educational programs or activities that have no more than minimal impact on the Conservation Values of the Protected Property.

As you can see the group that developed the easement specifically called out accepted use and qualified future uses as having to be non-intensive. It appears, mountain biking, field-based / rink-based sports, etc. would exceed the intent of "non-intensive" and while our ordinance does not exclude mountain biking - clearly the easement does.

*Area 1
Area 2*

Third, On Page 9 of the easement, Section 3.5 "Recreational and Educational Structures" states Additionally, the Owner may choose to use and develop Area 2 of the Protected Property, or a portion of it, as an educational, outdoor recreational, nature observation or interpretive center. Such use must be consistent with and must not interfere with the Conservation Values and purposes of this Easement.

The ability to place a nature center (with perhaps a pavilion with picnic tables) is clearly allowed here. What is not clear is the recreational skating rink. I have spoken with Anne Murphy of the MN Land Trust and have the understanding that we could include activities under a Management Plan that is consistent with the core values and that would have to be reviewed by the Trust - but the intent of the Council to have a nice recreational rink in Area 2 is well within reason if managed accordingly.

Survey

ISGMN is comfortable waiting for the survey re-write, but needs a little notice to mobilize the phone calling. We will get a reduced rate from them, pending their review of the survey.

Have a great meeting tonight,

Dean A. Zuleger
City Administrator
City of Lake Elmo, MN
651-233-5401 (Direct)
651-335-9805 (cell)
dzuleger@lakeelmo.org

"When the sun sets on your life, may it be said that you have made a difference"

APPROVED
Lake Elmo Park Commission
Minutes of the Regular Meeting
July 21, 2008

Commissioner Blackford called the meeting to order at 7:00 p.m.

COMMISSIONERS PRESENT: Blackford, Adanene, Dunn and Wagner, Zeno, Brooher, Larson

STAFF PRESENT: Project Assistant Kriegler, Public Works Superintendent Mike Bouthilet

Agenda

Agenda was approved, (M/S Larson / Brooher)

Minutes

June commission meeting minutes were approved with the following corrections:

Brooher misspelled as Booher in commissioners present

Fund misspelled as funk

Sunfish Lake Park Land Trust Easement

Commissioner Blackford presented an introduction to this item updating that she had presented the Sunfish Lake Park Land Trust "Proposed Rights and Restrictions for a Conservation Easement" document to the city council July 15 on behalf of the Park Commission in Chairman Steele's absence. The document was accepted by the council on a unanimous vote. The council did however, express concern over the ambiguity and lack of a definition associated with the detail concerning "low impact recreational improvements according to a park plan approved by the "Land Trust" in the section pertaining to allowable structures and improvements in area 2. Concern was expressed that there is the potential for varying opinions as to what might constitute a low impact recreational improvement. Specifically, council member Smith expressed concern that that an ice skating rink be a future possibility.

Carol Kriegler encouraged the commission to craft a definition of low impact recreational improvements that could then be submitted to the Land Trust. Blackford requested Land Trust staff provide some guidance or examples to be considered as a resource. She and others expressed that any definition should reflect that low impact improvements be limited those that are not in conflict with the values of the easement.

Judith Blackford, Rolf Larson and Sue Dunn agreed to work on crafting a definition to bring forward at the August commission meeting. Rolf Larson agreed to craft the language.

Lowes Partnership Program / Carriage Station Shelter Project Update

May 17, 1994

Mayor Wyn John,
Mayor, Lake Elmo
Lake Elmo City Hall
3800 Laverne Ave. No.
Lake Elmo, MN: 55042

*This packet
presented
to Parks +
sent to
Ann Murphy
Land Trust*

*COPY: J. Kuehlner
cc- MAY 18 1994*

Dear Mayor John:

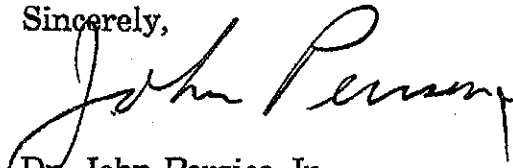
I would like to bring to your attention a potentially dangerous situation that exists in the county. I myself am contemplating litigation against the county and City of Lake Elmo. The situation involves the Sunfish Lake Park that is situated in Lake Elmo and I assume owned by the county. This has been a favorite park for many walkers, joggers, horse riders, and dog owners for many years. More recently, with the advent of mountain bikes we have seen the trails become hazards as 40 lb. bikes scream across the tops of hills at 25 to 30 miles per hour while their riders yell out: "On your right." Bikes and walkers can barely co-exist on paved straight paths like the Pine Point Biketrail. On hilly trails with little or no vision around corners and trees, the mix of bikes and walkers (not to mention horseback riders) is an accident waiting to happen. I believe this problem was recognized in the past since a "NO Biking" sign had been put up about a year ago. Now however, I have been informed that the City or County has decided to take this sign down and allow trailbikes at the park again.

Let me assure you there are many more voters who don't ride trail bikes and who prefer to take a nice hike or jog then ride down hills at 25 or 30 miles an hour. I am now circulating a petition to users of the park to bring this matter to the attention of park users and other residents of Washington County. I am also looking into the possibility of bringing a lawsuit against the City and County for instituting this very dangerous and reckless policy. I am taking this action to help prevent a situation where some poor mother and child are severely injured by being run over by a trail bike at 25 miles per hour. My actions are also intended to help protect local taxpayers from the ruinous lawsuits that your new policy will undoubtedly bring. Do you realize what a 40 lb. bike with a 175 lb. rider moving at 25 miles per hour could do to the human body?

I have seen such accidents and have also been hit by a bicycle myself. I was lucky (I was only incapacitated for a few weeks) and have since recovered but I still suffer back spasms and lower back pain from the injury. The bicycle that hit me was only moving at about ten miles per hour and was on a flat sidewalk. It seems clear that the park is being managed for the minority as opposed to the well being of the majority. I bring this matter to your attention in the hopes that the City and County will reconsider this policy of mixing trail bikers and pedestrians

together.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Persico Jr.", written in dark ink.

Dr. John Persico Jr.
White Bear Lake, MN: 55110
612-426-4563

CC:

Mr. Richard Arney
Mr. Jerry Filla, City Attorney, Lake Elmo
Stillwater Gazette

April 15, 1994

Lake Elmo City Council
3800 Laverne Avenue North
Lake Elmo, MN 55042

Dear Council Members,

The enclosed packet of information supports the current ordinance banning mountain biking in Sunfish Park. Included in the packet are earlier testimonials shared with the past Council when it passed the ordinance to ban mountain biking and letters in support of the ban. Also enclosed are signatures from community members requesting that Sunfish Park be preserved as a passive usage recreation/nature park by banning mountain biking.

Portions of this packet were shared with the Parks Commission at the March 21 meeting. The Parks Commission then passed by a strong majority (5 for and 1 abstaining), a motion to reject a proposed mountain bike trail in Sunfish Park. We support the City's intent for this park as promised to the previous landowner and the taxpayers whose dollars funded this endeavor. We support the wisdom of that plan and encourage the Council to support like management practices encouraging usages that will protect future enjoyment of this beautiful remnant of old forest. Passive usages of hiking/walking, recreational cross-country skiing, bird watching, photography, nature studies, picnicking, canoeing and sailboating are activities that currently complement this nature park.

The enclosed recommendations come from professionals who have seen the woods through direct examination and consultation. The attached letters give firsthand testimonies to the erosion and the potential for destruction of both the terrain and the peace and enjoyment of the woods. This information supports the intent as a nature park with passive recreational use. Lifting the ordinance banning mountain biking would mean the end of Sunfish as a nature park.

As members of your Parks Commission, we have researched this issue over a two and a half year period. The physical evidence of our recommendations is contained in this letter and in the attached packet. Please call us if you have any questions or need additional information. Thank you for your consideration of this important issue and in helping to ensure the preservation of our beautiful city parks for future generations.

Sincerely,

Kristina J. Tautvydas

Gloria Knoblauch

Kes Tautvydas

Judy Blackford

Gloria Knoblauch

Karen Leach
Ron Kuehn

Karen Leach

Ron Kuehn

Steve Peterson

Steve Peterson



SIERRA CLUB
POLICY

Off-Road Use of Vehicles

Sierra Club
Public Affairs
730 Polk Street
San Francisco, CA 94109
(415) 776-2211

recycled paper

The following policy on off-road use of vehicles has been adopted by the Sierra Club Board of Directors:

Policy

1. Use in officially designated wilderness:
The Sierra Club reaffirms its support for the Wilderness Act's prohibition of "mechanized modes of transport," including non-motorized vehicles, from entry into designated wilderness.
2. Use of vehicles on other public lands:
 - a. Trails and areas on public lands should be closed to all vehicles unless (1) determined to be appropriate for their use through completion of an analysis, review, and implementation process, and (2) officially posted with signs as being open.
 - b. The process must include (1) application of objective criteria to assess whether or not environmental quality can be effectively maintained, and whether the safety and enjoyment of all users can be protected; (2) a public review and comment procedure involving all interested parties; and (3) promulgation of effective implementing regulations where impacts are sufficiently low that vehicle use is appropriate.
 - c. Trails and areas designated for vehicular use must be monitored periodically to detect environmental damage or user interference inconsistent with the above criteria. Where this occurs, the trail or area must be closed to vehicles unless effective corrective regulations are enforced.

*Adopted May 7, 1988
(Replaces Off-Road Vehicle policy adopted in February 1972 and modified in May 1985 and March 1986.)
Policy Code 6.2*

Background

Off-road use of vehicles can present serious and special problems of impact on the environment and incompatibility with other users of the land. Experience has shown that off-road use of vehicles may result in one or more of the following effects:

All vehicles:

1. Physical soil damage, often readily visible, resulting in:
 - a. Erosion, causing soil loss and damage to stream banks, streams, and fish habitat;
 - b. Soil compaction and serious adverse impact on flora and its regeneration; and
 - c. Degradation of trails, including rutting and breakdown of trail edges.
2. Disruption of wildlife breeding and nesting habitats, especially of vulnerable species, resulting in loss of young;
3. Disturbance of wildlife, leading to weakened physical condition, death, and possible extinction of some species;
4. Damage to archaeological, scientific, historical and other significant sites, and damage to natural features, sometimes with irreversible effects, especially on rare features of interest for scientific study;
5. Facilitation of illegal hunting, fishing and the taking of game and non-game wildlife;

6. Danger to the safety of other land users because of vehicle speed, steep terrain, sharp curves, slippery or unstable trail surfaces, and/or limited visibility; and
7. Competition with other land users: vehicle operators, with their increased mobility, generally use a greater quantity of scarce land per recreational user.

Motorized vehicles:

1. Introduction of air and water pollution to areas presently removed from any such sources;
2. Excessive noise, which, in close proximity, may result in physiological effects on animals and humans, or may induce anxiety, altering animal behavior patterns, and which, in most circumstances, seriously degrades the solitude of wild areas for other users;
3. Litter: by virtue of mechanization, operators of vehicles carry more gear, with potential to leave more litter;
4. Vandalism: motorized ease of access is often coupled with increase of acts of vandalism on public and private property; and
5. Fire: illegally or improperly operated vehicles can often create a fire hazard on public or private lands.

Guidelines for Implementation

The following guidelines are not official Club policy. They were developed by the Club's Public Lands Committee to help interpret and implement the policy.

All vehicles:

1. Vehicles should be excluded from areas of fragile, rare, relict, or vanishing vegetation; areas where erosion or other soil or resource damage will occur with their use; wildlife sanctuaries and sensitive areas; areas of fragile natural features or scientific interest; areas of archeological interest; and areas where speed would adversely affect other users of natural areas.
2. If areas or routes are not found unsuitable for vehicle use because of environmental impact or user interference reasons, two additional tests should be made:
 - a. Are the area or route boundaries self-enforcing? Areas and routes from which it would be difficult for irresponsible vehicle users to stray are preferable to those that would require high management activity levels to enforce.
 - b. Is the vehicle use area or route appropriate for the overall area? Regions where less intense use

is desirable should have lower densities of vehicle activity than more disturbed regions. Many routes used by vehicles for access would be inappropriate for intensive vehicle play, for example. Also, all but one of several closely parallel routes should often be closed.

3. Educational programs should be initiated to instruct vehicle operators on safety, consideration for others, environmental impact, and on places legal to operate.
4. When using private land, all vehicle operators must have in their possession written permission from the landowner.
5. Trail construction and maintenance workers and trail users should report vehicular trail damage to land managers for possible trail closure or other remedial action.
6. For most effective implementation of policy, local regulations that exceed state and federal standards for control of vehicle use off-road should be encouraged.
7. State, county, and local law enforcement officers should have authority and resources to enforce vehicle and public resource laws on all public land.
8. The Sierra Club does not consider wheelchairs, when used as necessary medical devices, to be vehicles.

Motorized vehicles:

1. Motorized vehicle operators should be tested and licensed on their ability to operate the vehicles and knowledge of all laws relating to vehicle operation off-road.
2. All motorized vehicles used off-road should be licensed and clearly identified for off-road use. The license fee should be placed in a fund designated for the repair of environmental damage caused by vehicles; for personnel and equipment for patrol and law enforcement; for educational services; for financing of continuing studies of the effects of vehicles on wildlife, vegetation and other elements of the environment disturbed by their use; and for ensuring the safety, peace and enjoyment of the environment by other users.
3. Mufflers and spark-arrestors should be made mandatory on all motorized vehicles used off-road, with provision for periodic inspection.
4. All motorized vehicles used off-road should be equipped with air pollution control devices that meet the same standards set for automobiles.

Judith Blackford

From: "Judith Blackford" <woodscrone@msn.com>
To: "Justin Bloyer" <jbloyer@lakeelmo.org>; "Shane Weis" <sweis@flanneryconstruction.com>; "Adam Bell" <ABell@lakeelmo.org>; "Dean Zuleger" <DZuleger@lakeelmo.org>
Cc: "david steele" <dfsteele@stthomas.edu>; "Ames, John M" <john_ames1@merck.com>; "scdelapp" <stevedelapp@gmail.com>; "smithanne" <annejsmith@msn.com>; "Ed Nielsen" <vickinielsen55@yahoo.com>; "susan.dunn" <dunn86@q.com>
Sent: Monday, March 11, 2013 6:46 PM
Subject: Re: Sunfish Park

Dean, Nothing in my factual conveyance required a response from you counseling condescendingly to "take deep breaths". There are many knowledgeable people within the City. At your first meeting introducing yourself to the Parks Commission, after you shared your expansive history of creating your last City's parks with intensive usages, you then said that "we are the Lake Elmo Parks Commission and we tell you what to do, and that your job as the City Administrator will be one where you implement what we bring to the table". I don't see evidence of that promise in your paragraph.

The parks survey is not about reopening the discussion of biking which has already been banned in Sunfish Lake Park. Sunfish Lake Park is a nature park and we put it into a land trust to protect it from intensive mechanized uses such as mountain biking. You have not heard any Lake Elmo Parks Commissioner recommend a biking usage within this park, and I don't appreciate your telling me or any other commissioner how to proceed on this issue. Lake Elmo Parks Commission members are a very thoughtful group, and in previous years have given this mountain biking usage within Sunfish Lake Park a lot of consideration, and it was banned. This is all contained in my previous e-mail. Please take the time to read the Sunfish Lake Park History and its appendices for in-depth background information.

Many Lake Elmo citizens share a deep love of nature, and desire to protect and preserve our wild places. I've paid and registered for an upcoming U of M, Master Naturalist class, and I look forward to utilize it in leading interpretive hikes that will share the natural beauty of our MN Land Trust-protected jewel, Sunfish Lake Park.

Judith

----- Original Message -----

From: Dean Zuleger
To: Judith Blackford ; Justin Bloyer ; Shane Weis ; Adam Bell
Cc: 'david steele' ; 'Ames, John M' ; 'scdelapp' ; 'smithanne' ; 'Ed Nielsen' ; 'susan.dunn'
Sent: Monday, March 11, 2013 3:57 PM
Subject: RE: Sunfish Park

Deep Breaths everybody, deep breaths..this is what the survey is for and also what elections are for.we have a duly elected Council member with a desire to expand park use.we have a survey being crafted that will address such issues. It seems to me that we will have an answer soon - but as a biker (some off road), the topography and the minimal use of the park could lend itself to an opportunity for at least designated days so as to not create a conflict with hikers, horses, nature lovers. Im willing to be patient for answers.

From: Judith Blackford [mailto:woodscrone@msn.com]
Sent: Monday, March 11, 2013 3:11 PM

To: Justin Bloyer; Shane Weis
Cc: 'david steele'; 'Ames, John M'; 'scdelapp'; Dean Zuleger; 'smithanne'; 'Ed Nielsen'; 'susan.dunn'
Subject: Re: Sunfish Park

Has the parks commission missed something or just me? Have we had a group of Lake Elmo citizens inquiring about a desire for or need for this within our park system? If so and they are mountain bikers, it would be helpful for them to share some of the other biking areas in the Twin Cities? Also, do we have the green light for our recommendation of a much-needed city-wide parks survey? Judith

----- Original Message -----

From: Shane Weis
To: 'Judith Blackford'; 'justin bloyer'
Cc: 'david steele'; 'Ames, John M'; 'scdelapp'; 'dzuleger'; 'smithanne'; 'Ed Nielsen'; 'susan.dunn'
Sent: Monday, March 11, 2013 2:03 PM
Subject: RE: Sunfish Park

Hello and Good Afternoon All,

I have added this to this months meeting agenda, so we can discuss.

Justin - Are able to make it to our meeting next week?

Can you also bring a list of other places that aren't currently marked for mountain biking, but may be suitable for biking? I would like be able to review a couple different options.

From: Judith Blackford [<mailto:woodscrone@msn.com>]

Sent: Monday, March 11, 2013 12:31 PM

To: justin bloyer

Cc: david steele; Ames, John M; scdelapp; Shane Weis; dzuleger; smithanne; Ed Nielsen; susan.dunn

Subject: Fw: Sunfish Park

Justin, Several months ago when you were a member of the Parks Commission, we spoke when you asked where you could get a copy of the Sunfish Lake Park History, which I had just researched, compiled, written and disseminated to the Parks Commission and the Lake Elmo City Council. You were absent when I handed them out, I ran out of extra copies, and I told you that there were copies at City Hall, and on the City's website (at the time) in its entirety with all of the appendices. That was the only and last time we spoke about your need for this History. You didn't ask me any follow-up questions then or after that.

Anyway, now I can't find it on the website. That's fine. But this document is an important piece of research that should at least be referenced on the website (under Parks or listed by itself) as existing with a reference that a hard copy can be found at City Hall. Members of the Parks Commission were thrilled to receive it, and I heard much good feedback from the then City Council members, also, on its creation. Can someone at least get it noted again on the City's website.

I'm fine with answering your questions, but all of this is contained in the report.

In addition to Steve's comments below, there is exhaustive, in-depth research, expert

testimonials, plus almost 300-citizen, supporting signatures to place an ordinance prohibiting biking within Sunfish. The official newspaper legal notation of official ordinance banning biking on these trails is also within this history. It is the City of Lake Elmo, County of Washington, State of Minnesota, Ordinance 8065. All newspaper articles covering this issue that I had available to me are also included in this appendix. It was exhaustively studied, was contentious, took over three years of citizen input...most pro-biking input coming not from Lake Elmo citizens but bikers from outside Lake Elmo.

One biker (not a citizen) who wanted to bike had several years back even fallen, hurt himself, and had come to the City seeking payment for his medical bills. A Woodbury mountain biker took the time to write a personal letter asking that the Council not allow biking in the park (letter of 3-29-94). Within the history there is testimony from former Parks Commissioners on the original 1970 bond packet where usages (not including intensive biking) were listed for this park, when putting this bond referendum before the citizens who paid for these parklands. There is testimony from the Nature Conservancy in 1970 calling these woods the best upland forest in the county, saying these are highly erodible soils which should have light usages. The Washington County Soil & Water Conservation District again stated this natural park as important and echoed these concerns in a 1994 reassessment and very thorough report (contained within this history). Two MN DNR reports testify to rare species in these areas and contain other relevant, supporting comments. Past presidents of the Sierra Club expressed their concern that no biking be allowed. Past parks commissioners on the parks commission when the 1970 referendum was put to the citizens also wrote letters and testified at Council meetings against biking. Many other citizens spoke at these meetings, also, pretty much all of who I remember by name.

After this thorough study with community-wide, citizen input against biking and the above, the Lake Elmo Parks Commission unanimously recommended an ordinance be passed prohibiting biking. The Council passed our recommendation.

Also, the Parks Commission in June of 2005 made a motion to remove any east-west trail within Sunfish from our Park Plan. When the Plan was finalized, the document of November 2005 on page 31 states there will be no biking within Sunfish Lake Park.

Sue Dunn and I were on the subcommittee which gave input to Sarah Strommen with the MN Land Trust, when the Lake Elmo Parks Commission was crafting language and intention for protections and usages for this park. Contained in those written conveyances to Parks and to Sarah are the permitted low-impact usages, which are included in the legal MN Land Trust document, available at City Hall.

Especially troubling and frustrating to me is that taking down biking signs within Sunfish is requested by a citizen-elected official at a public Council meeting in front of the general citizenry and broadcast City-wide without first privately asking background on this from our City Administrator or asking that this question be brought to the Lake Elmo Parks Commission, and it is discussed without first being even placed on a Council agenda...but is just blurted out. We have selected a democratic blueprint of Planning and Park Commission recommendations for our Council-appointed, citizen-represented groups. Our citizens expect careful, researched, professional decisions. They deserve no less. They have received that on the Sunfish Lake Park biking issue.

Finally, Dean, can we please have this Sunfish Lake Park History, which is almost 1" thick because the Lake Elmo Parks Commission requested that I include all substantiating documentation within it in this History...can we please have the existence and availability of this History noted on the City's Official Website in an easy-to-see area so that I don't have to spend an hour writing these types of

sharings? The Lake Elmo Parks Commission asked that it be put on the Web. I don't know if the Council did, also. If it's still on the Web, please let me know. I couldn't locate it.

I don't go on my computer daily...most often it's weekly. Please feel free to call if you need to speak with me and there is a time element involved.

Please feel free to share this with any other Council Member or person that should receive a copy.

This question from Justin has been floating around being sent from one parks commissioner to the next, so I've copied it for a few commissioners who were on the commission during some of these issues.

Respectfully, Judith Blackford

----- Original Message -----

From: Steve DeLapp

To: Pamela Hartley

Cc: Judith Blackford

Sent: Thursday, March 07, 2013 10:26 PM

Subject: Re: Sunfish Park

I am deferring to Judith who brought the issue from the Parks Commission to the City Council. The Council voted to prohibit bike riding in the park in accordance with the information distributed for the bond referendum vote in about 1975. Bicycles were not listed as allowed uses. In addition, the danger to pedestrians and trail maintenance was cited as further reasons to support the ban. Many, many walkers wear iPods and hear nothing around them, including high speed bikes coming up from behind. Many riders were coming in from other cities as their cities did not provide the motocross type terrain favored by mountain bikers, making the problem worse.

On Tue, Mar 5, 2013 at 9:24 AM, Pamela Hartley <hartleyrpm@goldengate.net> wrote:

Good morning Judith and Steve,

Wow, lots of snow, and it is still falling at a good clip! Glad I do not need to go anywhere right now, I bet rush hour was ugly....

I think the no biking is on the walking/cross-country ski trail, is that correct, or is Justin reading the signs incorrectly?

thanks

Pam

Begin forwarded message:

From: "Shane Weis" <sweis@flanneryconstruction.com>

Subject: FW: Sunfish Park

Date: March 5, 2013 8:26:38 AM CST

To: "mike zeno" <rosezeno@hotmail.com>, "Steve DeLapp"

<stevedelapp@gmail.com>, "Judy Blackford" <Woodscrone@msn.com>, "David Steele" <dfsteele@stthomas.edu>, "John Ames" <amesfamily1@comcast.net>, <samarie2000@hotmail.com>, "Pamela Hartley" <hartleypm@goldengate.net>

Cc: "Mike Bouthilet" <MBouthilet@lakeelmo.org>, <jbloyer@lakeelmo.org>

Good Morning Everyone;

Does anybody have any input on this matter?

Please see below question from councilman Bloyer;

-----Original Message-----

From: Justin Bloyer [<mailto:jbloyer@lakeelmo.org>]

Sent: Monday, March 04, 2013 5:03 PM

To: Shane Weis

Subject: Sunfish Park

Chairman Weis,

Could you forward this to your commission? I understand there are signs in Sunfish Park indicating biking is not permitted. Can I get some clarification?

Thank you,

Justin

B. Alternate AG

M/S/C Mottaz/Johnston - to direct the staff to call a public hearing for May 23, 1994 to consider repealing the existing Alternate Ag ordinance. (Motion carried 5-0).

Tom Armstrong submitted the following: additional proposed amendments to Section 301.070 D.b., Outside Storage Limitation, and Variances granted to Trans City Investments CUP. Armstrong requested Council adoption of the PZC proposed amendments to the Alternative Agricultural Use Ordinance.

Councilman Johnson requested that limitations be established for the Armstrong CUP and a site plan showing the boundaries for the outside storage area be included. Council member Conlin indicated she did not want to see outside storage expanded.

M/S/C Mottaz/Johnson - to direct the City Administrator, Building Official, Attorney Filla and Tom Armstrong to draft a proposed amendment clarifying the outdoor storage limitation and the area covered in the Armstrong Alternate Ag CUP. (Motion carried 5-0).

C. Sunfish Park (Update on Bike Trail & Damage to Park)

Petitions were submitted requesting a ban on mountain biking in Sunfish Lake Park.

M/S/C Mottaz/Johnson - to accept the April 18, 1994 Parks Commission recommendation that the Parks Commission and City Council have adopted the Park Trail Plan concept, which provides for a recreational bike trail along the southern boundary of Sunfish Park, with the stipulation that a barrier shall be installed, at the time of development of the trail, to prevent free access of bicycles into the woods of Sunfish Park, and that the commission will seek in the form of future park dedication a site or trail for designation for Mountain Biking. (Motion carried 5-0).

M/S/C Johnson/Mottaz - to accept the January 3, 1994 recommendation of the Parks Commission continuing the ban on mountain biking in Sunfish Lake Park. (Motion carried 5-0).

Council member Conlin explained the reason she voted for continuing the ban is the city's liability in designating a trail in the park specifically for mountain biking.

Motion: That the City and County work together in proceeding with the proposed hunt, with the County establishing a maximum take and determining whether any changes had taken place in DNR hunting regulations that should be factored into the harvest.

M/S/A:Wagner/Larson. Vote 7:0

Minnesota Land Trust / Sunfish Lake Park Presentation

Sarah Strommen of the Minnesota Land Trust thanked the commission for establishing a "foundation" from which the land trust easement will be drafted. Dunn expressed the interest in expediting the process as much as possible.

Strommen reported that the purpose of her presentation was to report to the Land Trust's interpretation of the "foundation" to the commission in an effort to avoid any misunderstandings. She provided a hand-out with definitions so that both parties have a mutual understanding of the terminology. Sarah then went through the draft outline provided.

Commissioner Larson expressed concern about the degree of flexibility / control over Area 3. Strommen responded that Area 3 won't be a part of the legal description. Commissioner Dunn expressed that she wouldn't want to exclude paved paths in area 2. Commissioner Blackford questioned whether there are limits on numbers and lengths of trails. Strommen responded that they wanted to allow flexibility in that regard.

Commissioner Larson expressed the desire for allowance of trimming and management of vegetation to retain scenic views

Commissioners Blackford and Dunn expressed that mountain biking is currently a prohibited activity at Sunfish Lake as stipulated in the city code (#8065-Chapter 1015) desire to prohibit mountain biking. Commissioner Dunn expressed the interest in allowing activities such as orienteering.

Strommen reported that she would be taking comments from this meeting, refining the outline and reporting back to the commission in May. She would also be producing a project summary, an outline of what's valued in the park, and begin developing a legal document.

Commissioner Zeno questioned whether the easement was reversible. Strommen responded that the easement was not considered reversible and could only be reversed by a judge if proven that the easement no longer has a purpose.

Heights Park Neighborhood Planning Meeting

May 7 and May 8 were identified as potential meeting dates.

Commissioner Blackford requested that staff provide an overview and history of the park at the April meeting.

Review of 2008 Work Plan

The revised 2008 work plan was approved.

Motion: Approval of the 2008 work plan.



City of Lake Elmo

651/777-5510

3800 Laverne Avenue North / Lake Elmo, MN 55042

February 21, 2008

Sarah Strommen
Minnesota Land Trust
2356 University Ave W., Suite 240
St. Paul, MN 55114

Dear Ms. Strommen:

The City of Lake Elmo has been considering the future of Sunfish Lake Park for a number of years and has made particularly significant progress in the past several months in determining our community's vision for the future of the park. Emerging from a series of public meetings and a recent review by the City Council, the Parks Commission has crafted the attached document which we hope will help establish the broad parameters of a Land Trust easement for Sunfish Lake Park.

The City Council has endorsed the attached document with the following comments:

- clarify uses such as what would be included in a picnic area; add a swing set or tot lot to the family area;
- determine if something as specific as 'portable toilet' should be identified due to limitations; and,
- clarify the term "large facility."

We think that we are now in a strong position to begin working productively with the Minnesota Land Trust to develop the technical document that will place the park into a conservation easement. We ask that you review the attached statement from the Park Commission and contact city staff about beginning that process.

Feel free to contact Kelli Matzek, City Planner, at 651-233-5413 or Carol Kriegler, Project Assistant, at 651-233-5406 with any questions that you might have regarding this request.

Sincerely,

David F. Steele
Chair, Lake Elmo Parks Commission

Cc: Lake Elmo Park Commissioners

Minnesota Land Trust: Overview of Uses for Sunfish Lake Park.

SUMMARY AND ACTION REQUESTED:

The City Council is asked to review the following recommendations developed by the Parks Commission relating to future uses of Sunfish Lake Park. If approved by Council, the Parks Commission will use the vision iterated below as a blueprint for developing a draft of a Minnesota Land Trust conservation easement for Sunfish Lake Park.

PURPOSE

The Minnesota Land Trust utilizes easements to protect land and water resources permanently and to preserve important natural and scenic resources by limiting the use and development of land. Conservation easements allow current citizens to enjoy the land while safeguarding it for future generations.

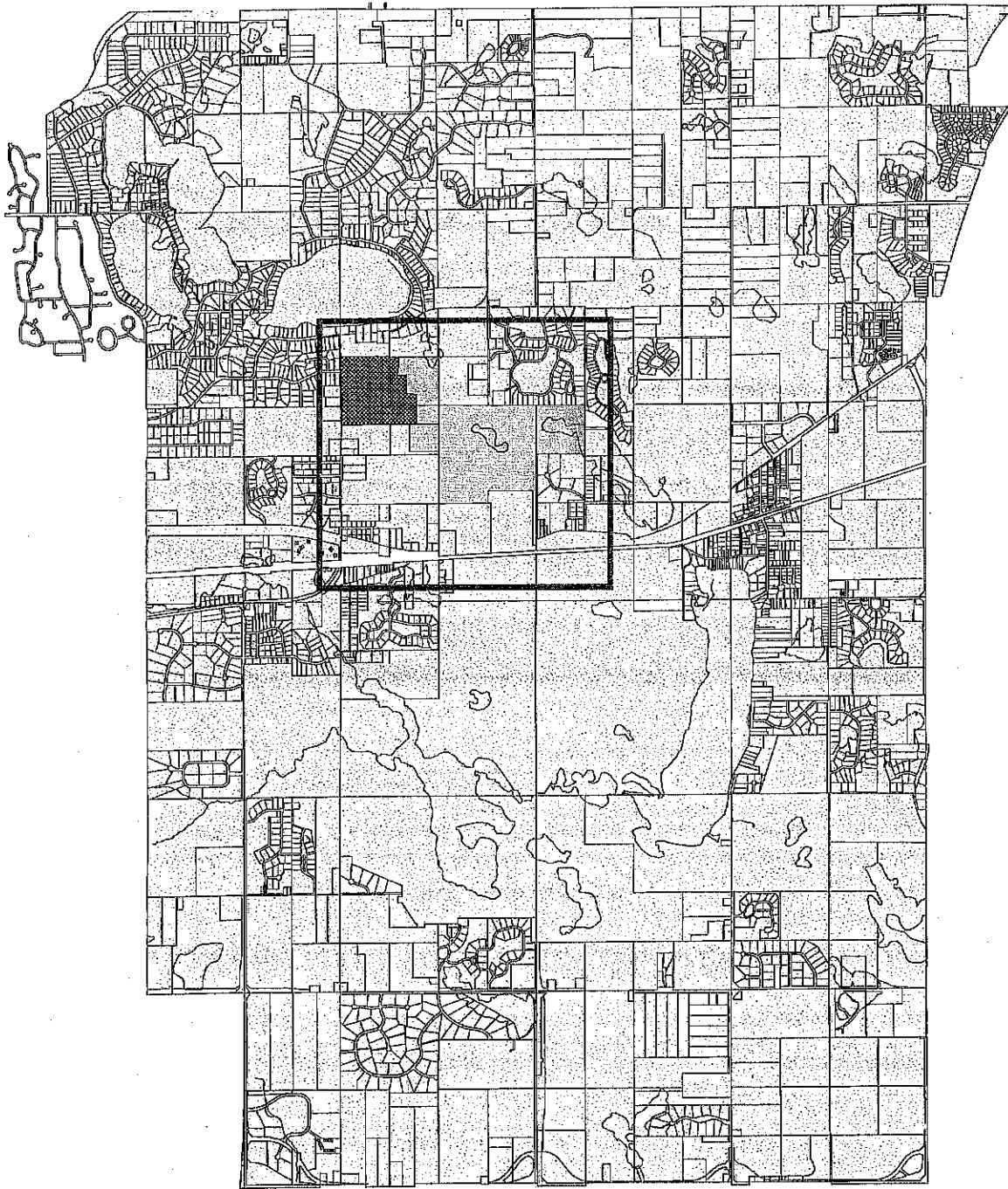
The purpose of placing Sunfish Lake Park within a Minnesota Land Trust conservation easement is to protect the water and shoreland of Sunfish Lake itself, preserve the water quality of ponds within the park, protect the natural flora and fauna that make the park home, and define acceptable uses of the park. Today's vision for the park would be sustained indefinitely by the easement and would not be subject to political or other influences in the future.

WHY IT IS A GOOD CANDIDATE FOR THE LAND TRUST

The Park Commission finds that Sunfish Lake Park is unique in our region as it is a large, contiguous, and undeveloped area that has been left almost entirely in its natural state. The woods has been identified as part of a greenway corridor by the DNR. In 1971, Michael Scanlan of the Nature Conservancy, identified a portion of the park as "probably the best upland forest in the county" and stated that the "area is also unique because of the unusually high diversity of the fauna and, especially, the flora."

GEOGRAPHIC INFORMATION

Sunfish Lake Park is approximately 314 acres in size with an easement for the MPCA restricting uses on approximately 70 acres. The centrally-located park is primarily accessed off of Stillwater Lane, has three ponds and provides a public access point onto Sunfish Lake.



Location Map, Sunfish Lake Park in the city of Lake Elmo

CURRENT USES OF THE PARK

The current uses of the park include picnicking, walking or jogging on dirt or woodchip trails, canoeing, flora/fauna identification, sledding, cross-country skiing, horseback riding, snowshoeing, and farming/haying. A few benches, an unpaved parking lot, an unpaved access road, and a portable toilet can also be found in the park.



2000 Aerial of Sunfish Lake Park

DISCUSSION OF SUNFISH LAKE PARK

The Parks Commission has discussed the future use of Sunfish Lake Park and its possible future inclusion in the Minnesota Land Trust at a number of meetings over the course of the past few years. Staff from the Minnesota Land Trust have met with the Commission on at least two occasions to discuss the purpose of a land trust.

Emerging from those discussions, the Parks Commission produced the following statement regarding its vision for Sunfish Lake Park:

Statement of the Lake Elmo Parks Commission
February 21, 2007

As the Parks Commission puts the final touches on a draft of a *Lake Elmo Comprehensive Park and Recreation Plan* this spring, the members of the Commission would like to share with their colleagues serving on the City Council and the Planning Commission our strong commitment to the following principles relating to the City's stewardship of Sunfish Lake Park:

1. The Park is a unique natural oasis within the Lake Elmo park system, and all future development within the Park should be pursued in a way that fosters only quiet, low-impact uses that are protective and sustaining of a natural environment that the citizens of Lake Elmo hope to bequeath to future generations.
2. The southernmost, non-wooded area of Sunfish Lake Park is an integral part of the Park and should be developed in ways that are consistent with the overall vision for Sunfish Lake Park as a whole. No future development should be pursued in this section that does not speak directly to or enhance the overall vision of Sunfish Lake Park as a natural oasis. Nor should this open area be used for non-park purposes or for organized sports and recreation that require significant allotment of land, the construction of large facilities, or outdoor lighting that does not conform to Lake Elmo's Dark Skies practices.
3. Consistent with the designation by the Minnesota Department of Natural Resources of a corridor of land encompassing all of Sunfish Lake Park as well as large areas surrounding the Park on all sides as "Regionally Significant Ecological Areas," all future development within the Park as well as in those adjoining areas should be significantly informed by a need to protect natural resources, habitat, and flyways, and the City should explore the *possibility* – as land becomes available for purchase -- of extending the southern borders of the Park to Highway 5 as a strategy for creating a contiguous natural wildlife corridor between Sunfish Lake Park and the Lake Elmo Park Reserve.

These principles will guide the Lake Elmo Parks Commission as it prepares a detailed proposal to the Council to create a land easement with the Minnesota Land Trust that will encompass all of Sunfish Lake Park.

Respectfully Submitted,

Lake Elmo Parks Commission

ROLE OF SUNFISH LAKE PARK IN LAKE ELMO

In both the 1990 and 2008 Comprehensive Park Plans, Sunfish Lake Park is designated as a Community Park owing in part to its large size. It is one of two existing community parks in Lake Elmo.

DEFINING TERMS

Sunfish Lake Park has three distinct areas by virtue of topography and current use:

Area One

The largest area of the park – consisting of approximately 225 acres – is mostly wooded and contains access to Sunfish Lake itself and three ponds, as well as an extensive system of dirt and woodchip trails.

Area Two

This is a predominantly open area in the southern part of the park consisting of approximately 20 rolling acres that are currently used for agricultural purposes.

Area Three

This area is approximately 70 acres in size and controlled by an MPCA easement.

EXISTING AND FUTURE USES OF SUNFISH LAKE PARK

Area One of Sunfish Lake Park

The Parks Commission has reached a consensus that all areas not currently used for parking or farming (Area One as shown below) should continue to be used in their present form. The trail system should be limited to what exists except as necessary to provide limited access to adjacent future neighborhoods. Maintenance of both trails and natural areas should be continued in ways that are consistent with current practices. The existing trail system should be groomed, mowed, or maintained with dirt or biodegradable woodchips. It should be regularly groomed, with dirt or biodegradable woodchips as their base. The Parks Commission also agreed that the current trail system could be augmented with interpretive signage to help users better navigate the trail system and understand the flora and fauna.

The uses currently allowed in Area One are:

- Horseback riding
- Walking and jogging
- Flora and fauna identification
- Cross-country skiing
- Sledding
- Snowshoeing



2000 Aerial of Sunfish Lake Park, Area 1

Area Two of Sunfish Lake Park

More recently, the Parks Commission has discussed the approximately 20 acres of the park located south of Area One (see map below). This section – Area Two -- is currently being used for farming/haying and contains a portable toilet and an unpaved parking lot. The Parks Commission has considered the following as potential uses in Area Two:

- Ball fields
- Environmental learning center/nature interpretive center – not to exceed XX sq. ft.
- Ice skating rink (with boards and accompanying lighting, if necessary)
- Warming house/shelter
- Picnic area
- Swing set/tot lot
- Pavilion
- Volleyball court
- Indigenous wildflower gardens
- Prairie restoration with interpretive signage
- Archery range
- Off-leash dog run
- Trails



2000 Aerial of Sunfish Lake Park; Area 2

Area Three of Sunfish Lake Park

This area of the park was previously used as a landfill. As such, it is currently regulated by an MPCA easement.



2000 Aerial of Sunfish Lake Park; Area 3

After discussing this broad spectrum of options, the Parks Commission decided to recommend uses for Area Two that are consistent with the nature of the much-larger Area One and draw on the natural resources of the area and the uniqueness of the setting.

Future uses of Area Two may include:

- **Environmental learning area**
- **Ice skating rink with warming house**
- **Picnic area**
- **Prairie restoration with interpretive signage**

The existing parking lot, signage, and portable toilet would also be retained and maintained.

The installation of permanent ball fields was discussed in this area, but the Commission felt strongly that Area Two is not suited for such facilities owing to the rolling topography of the land and its location as a low-impact entrance to the park. The Commission has recommended against utilizing either Area One or Area Two of Sunfish Lake Park for permanent ball field use in the draft 2007 Comprehensive Park Plan.

ADDITIONAL FACTS:

- At the July 5, 2005, City Council meeting, a request was made by a resident to consider placing Sunfish Lake Park into the Minnesota Land Trust.
- The Parks Commission formed a recommendation to place Sunfish Lake Park into a Minnesota Land Trust easement. The recommendation was brought to the City Council at the June 6, 2006 meeting. At that time, the Council authorized the Parks Commission to formulate a full recommendation on whether Sunfish Lake Park should be placed into an easement held by the Minnesota Land Trust. The Parks Commission delayed making such a recommendation until the completion of the Lake Elmo Comprehensive Park Plan.
- The proposed park improvements identified for Sunfish Lake Park in the 1990 Comprehensive Park Plan included a fire pit, fishing dock, trail interpretation sites, and emergency telephone. Recent discussion by the current Parks Commission has identified all of these proposed park improvements as unnecessary or unwanted uses with the exception of the trail interpretation sites.
- Sunfish Lake Park is included in the DNR Metro Conservation Corridors 2007 Focus Areas. A portion of the park may be included as a MCBS Site of Biodiversity Significance.

PARK COMMISSION RECOMMENDATION

The Park Commission is recommending unanimously that Area One and Area Two of Sunfish Lake Park be protected by a Minnesota Land Trust conservation easement with the following characteristics:

Within Area One:

Allowable Uses:

1. Allowable uses should not be expanded to include activities not currently pursued in this area. Current uses include horseback riding, jogging, walking, flora/fauna identification, cross-country skiing, sledding, picnicking, and snowshoeing.

Facilities and Construction:

1. Trails should be regularly groomed and left natural or covered in biodegradable material or covered with other materials consistent with the natural environment of the park.
2. The trail system should be limited to what exists except as necessary to provide limited access to adjacent future neighborhoods.
3. Interpretive signage, additional benches located at special vistas, and a limited number of picnic tables should be allowed within Area One.
4. Reinforcing timbers and small footbridges should be constructed on a limited basis and as necessary to maintain the existing trail system and the new connection to Tapestry.

No Biking
★

Within Area Two:

Allowable Uses:

Uses within Area Two should be governed by the overall character of Sunfish Lake Park as an urban natural oasis in which only quiet and low-impact activities are allowed:

1. When appropriate, the use of Area Two for agricultural purposes should be terminated, and the area should be converted to park purposes.
2. Allowable activities should not include uses beyond those integrated here; ice skating, picnicking, walking/jogging, cross-country skiing, flora/fauna identification, sledding, periodic deer harvesting, and snowshoeing will be allowed in Area Two.

Facilities and Construction:

1. The existing unpaved parking lot, signage, and portable toilet facilities are adequate and should not be improved.
2. The construction of an ice skating rink and lighting that are consistent with the Lake Elmo Dark Skies policy would be allowed. This recreational area could be converted to, and maintained as, a small field where people could gather for informal games of softball, soccer, Frisbee tag, or other such low-impact sporting activities. No construction of backstops or other permanent structures relating to these sports would be allowed.
3. To accommodate both ice skating and an enhanced educational function, it would be desirable to construct a small environmental learning center containing information on the flora and fauna to be found in the park, maps of the hiking trails, etc., for use by hikers, cross-country skiers, and snowshoers. A connecting room could serve as a warming house for cross-country skiers and ice skaters.
4. The bulk of the 20 acres in Area Two should be used as a prairie restoration area containing native grasses and wildflowers, bird houses, and a limited system of trails with interpretive signage. Such an improvement would not only provide a more diversified ecosystem for plants and animals (as well as for park visitors), it would also contribute to the development of native habitat and help establish a meaningful nature corridor between Sunfish Lake Park and the Lake Elmo Park Reserve. The trails in this area should be natural or maintained with woodchips.
5. A small covered picnic area, containing picnic tables, a grill, and perhaps a covered area, in Area Two would be allowed.

Within Area Three:

Area Three is an integral part of Sunfish Lake Park, but is currently under an easement by the MPCA and could not be included in the Minnesota Land Trust easement.

Not all of the recommended uses will necessarily be needed for the area. By including them in the easement, the City can ensure that each could become a reality in keeping with the Land Trust easement.

REQUESTED ACTION

The City Council is asked to give consideration to the recommendation provided by the Parks Commission along with staff's guidance, and to approve a final list of uses deemed appropriate for Sunfish Lake Park. Direction from Council will then be used to craft the easement document in coming months.

Suggested motion for consideration:

Move to recommend approval of the uses as recommended by the Lake Elmo Parks Commission for Sunfish Lake Park.

Park Commission
Date: 6-16-08
Item: 3

ITEM: Sunfish Lake Park Land Trust Update

SUBMITTED BY: Sarah Strommen, Conservation Director, Central Region,
Minnesota Land Trust

REVIEWED BY: Carol Kriegler, Project Assistant

SUMMARY: Sarah Strommen, Conservation Director for the Minnesota Land Trust provided a revised "Proposed Rights and Restrictions for a Conservation Easement" document for the May Park Commission meeting. Members expressed general agreement with the document while identifying the need for some clarification / explanation in limited subject areas. Those subjects included lighting, interpretive center size limitations and the nature of permitted structures and improvements associated with informal activities in area 2. A small working group was established and assigned the task of meeting with Sarah to address these issues. That meeting occurred on June 4. A review of the meeting is attached.

In response to that meeting, Sarah has recently provided a revised draft of the document, dated 6/11/08, reflecting the desired changes. The revised document is attached. The commission is reminded that the document is intended to summarize concepts and the language may not be precise.

REQUESTED ACTION: Review, comment, move to approve the revised draft document.

ATTACHMENTS:

1. "Proposed Rights and Restrictions For a Conservation Easement" Draft dated 6/11/08
2. Sunfish Lake Park Land Trust meeting notes – June 4

Minnesota Land Trust
Proposed Rights and Restrictions
For a Conservation Easement

Sunfish Lake Park
City of Lake Elmo

Land Use Restrictions & Rights	Detail
Industrial or commercial use	Prohibited.
Agricultural use	Current agricultural use of Area Two allowed to continue until restoration occurs.
Residential use and development	Prohibited.
Structures and improvements	<p><i>Area 1 - Prohibited except for:</i></p> <ul style="list-style-type: none"> Minor rustic structures such as trail barriers, benches, picnic tables, boardwalks, observation platforms, birdhouses, and information kiosks. <p><i>Area 2 - Prohibited except for:</i></p> <ul style="list-style-type: none"> Minor rustic structures such as trail barriers, benches, picnic tables, boardwalks, observation platforms, birdhouses, and information kiosks. "Interpretive center" and other low impact recreational improvements according to a Park Plan approved by the Land Trust. The "interpretive center" will be limited to textures, colors, and materials that blend with the natural surroundings.
Utilities	Utilities are allowed to serve those activities permitted by the easement but otherwise limited.
Lighting	Permanent outdoor lighting will be prohibited in Area 1. Downcast lighting will be required in Area 2.
Division of the property	Prohibited.
Development Rights	Transfer of development rights to another property is prohibited.

*Attne & his
Rising again.*

*(e.g., large windows
allowing viewing of
design that is
complementary
to usage)*

X

Fixed

prohibited.

att

Minnesota Land Trust
Proposed Rights and Restrictions
For a Conservation Easement

Rights of way	Access across the property to develop adjacent land is prohibited.
Mining	Prohibited.
Signs	Small, unlighted signs for informational or interpretive purposes is allowed. A sign designating the name of the park also is allowed.
Roads and trails	The access road and parking area are allowed. Roads are otherwise prohibited. Unpaved paths or foot trails, including footbridges and boardwalks are allowed. A paved trail will be allowed in Area 2.
Surface alteration	Alteration of the natural topography or surface of the land is limited. <i>must be consistent w/ park plan</i>
Vegetation and habitat management	Management of natural vegetation to improve its habitat and scenic values is allowed, subject to an approved management plan.
Water	Alteration of natural water bodies and wetlands, or actions detrimental to water quality are prohibited. Restoration of wetlands or water bodies is allowed according to a plan approved by the Land Trust.
Dumping	Dumping or accumulation of trash or other unsightly material is prohibited.
Vehicles	Prohibited except in conjunction with otherwise authorized activities (i.e. habitat restoration or management).
Recreational and educational use	Recreational and educational purposes that do not impact the conservation values of the land are allowed. This would include walking, hiking, horseback riding, cross-country skiing, orienteering, etc. This would not include mountain biking.

Sunfish Lake Park Land Trust meeting
3:30 p.m. Wednesday, June 4

Participants: Sarah Strommen, MLT, Susan Dunn, Judith Blackford, Carol Kriegler

Meeting Recap:

The draft "Proposed Rights and Restrictions for a Conservation Easement" was reviewed with particular attention to the items / issues that were identified for discussion at the May Park Commission meeting. The following items were discussed:

Lighting

Sarah indicated that lighting is typically addressed in an easement. She will add *no lights allowed in area 1, downcast lighting allowed in area 2 with reference to dark sky lighting policy.*

Interpretive Center Size

Sarah indicated that it would be appropriate to define the size / scope of a city park interpretive center. She will add language with a suggested "footprint" limit and the requirement that the center's architecture be consistent with a natural area.


Tents

Sarah indicated that "tents" was included in the outline only as a way to express the nature of permitted structures.

Vegetation and habitat management

Some discussion about the exact language of this section had taken place at the last commission meeting that included the suggestion to include "*aesthetic values*". Sarah explained terms such as this are avoided as opinions can vary as to what one considers "aesthetic".

Area 2 permitted structures and improvements

 In an effort to provide for some flexibility in accommodating reasonable low impact future improvements in area 2 - - - given that recreation interests and change and evolve over time, Sarah suggested including the concept that a park plan be developed (to include proposed low impact activities and associated improvements) and submitted to the MLT for their review to ensure that any proposed improvements are consistent with the easement's original intent of limiting use of the area to low impact activity. Language to convey that this area is intended for casual / informal use with structures and improvements being non-permanent..

Process / timeline:

Revised draft to be on June 16 Park Commission meeting

Revised draft to be on July 15 Council Meeting (original schedule had council approval in June. Delaying council approve until mid July will not slow L.T. or slow process)

FINAL
Lake Elmo Park Commission
Minutes of the Regular Meeting
June 16, 2008

Chairman Steele called the meeting to order at 7:00 p.m.

COMMISSIONERS PRESENT: Steele, Ames, Blackford, Booher, Larson, Adanene, Dunn and Zeno.

STAFF PRESENT: Project Assistant Kriegler

Agenda

Agenda was approved, (M/S Ames / Blackford) with 3 additional agenda items:

- 4a. Stonegate Trail Improvement
- 8. Field Reservation Policy
- 9c. Information Item: Downtown Banner Project Update

Minutes

April 21 Minutes: M/S/ P, (Larson /Zeno), approved Vote: 8:0

May 19 Minutes: Approved as corrected.: Commissioner Blackford mentioned that the Tartan Park site could be considered potential replacement for any Reid Park property loss. Commissioner Ames *inquired* about potential concern on the impact on neighbors (noise, smell) rather than *expressed concern*. M/S/P (Brooher, Larson) Vote: 8:0

Report on Park Dedication Fund Balance

Carol Kriegler reported that past park dedication funds had been inadvertently assigned to the wrong accounts. After reviewing development agreements back in time, the park dedication balance has been adjusted to reflect a 12/31/07 balance of 1,028,429.00 The funds are restricted to capital park improvement projects and the purchase of equipment used to maintain the parks.

3 *motion*
Discussion took place regarding the interest in members receiving quarterly reports reflecting all income and expenditure from the park fund including a quarterly balance. M/S/P (Ames, Dunn) Vote: 8:0.

Larson requested that staff inquire and report back as to the commission's role in determining whether park dedications are in the form of land or money.

Discussion of City Trail System Improvements / Trail Segment Inventory

Project assistant Kriegler reported on an inventory of the trail segments identified in the city's Comprehensive Trail Guide Plan. The inventory includes both a mapping system and matrix. This inventory is intended to serve as a resource for prioritizing and planning future improvements. The inventory includes classifications related to trail type, associated level of connectivity, level of use and degree of public safety enhancement. Any city graphic used within the park sign systems should be consistent with what the city uses elsewhere.

Parks

6-16-2008

Discussion took place reflecting the interest in the Park Commission being involved in the Village planning process so that the park plan and trail plan are implemented as planned.

Project Assistant reported that she planned to have the structures of the inventory maps and matrix in place by the July commission meeting. Mike and members of the commission will play a vital role in participating in completing the inventory once a structure is put in place.

M/S/P (Ames /Zinne) The City council include the Comprehensive Trail Guide Plan and Comprehensive City Park Plan in the Village planning process to ensure connectivity and preservation of open space in the Old Village. Vote: 8:0.

Stonegate Trail Improvement

Chairman Steele opened discussion concerning Stonegate Trail Improvements. While the issue was not included in the agenda as a separate agenda item, he acknowledged John Booher's interest and efforts on the project and expressed that the project deserved to be considered by the Commission as a separate agenda item.

Booher: Commented the trail, in it's current condition, is not useable on a bicycle.

Ames: Hard pressed to see the need for an off-road trail in the neighborhood. He reported visiting the neighborhood during the dinner / early evening hour and saw no traffic.

Larson: Supports paving two sections of the trail and delaying paving of the 3rd section. Also supports erosion control and ongoing maintenance.

Steele: Can't support - - doesn't see a safety issue. Can't go to the City Council to make the case that this is the city's highest trail segment priority, particularly when we the commission is about to embark on a significant effort to prioritize trail projects.

Ames: Acknowledged the need for trail maintenance.

Request: Mike Bouthilet attend the next commission meeting and report on the potential cost and opportunity to conduct trail maintenance and improve erosion control.

Sunfish Lake Land Trust Conservation Easement

Commissioner Blackford reported on the discussion that took place at the small working group meeting with Sarah Strommen of the Land Trust and read through the Progress Report document.

Four minor changes to the document were supported:

1. "Allowed utilites" should be **defined** in the easement

2. "Utilities are allowed to serve those activities permitted by the easement but otherwise (*limited*-replaced with) **prohibited**.
3. Lighting is allowed in area 2, but must be downcast and consistent with the city's dark skies policy.
4. Alteration of the natural topography or surface of the land is limited **and must be consistent with the park plan**.

Approval of the Project Report as amended. M/S/P (Adanene/Ames) Vote 8:0

Lowes Partnership Program Update / Authorize the hiring of Design Forum to prepare conceptual schematic designs for park shelters.

Project Assistant Kriegler provided a brief overview of the Lowes Partnership Program ; that the city is eligible for \$7,000 in building material from Lowes for the construction of a picnic shelter.

Discussion took place supporting a project in Carriage Station Park due to strong neighborhood support and their efforts in securing additional financial resources for the project.

M/S/P (Ames/Larson) Support construction of a shelter in Carriage Station Park using the Lowes grant contingent on securing funds from the Jaycees for the project.. Vote:8:0

Hiring of Design Forum for schematic design services:

Steele: \$1,200 well spent to provide 3 options to design a shelter that can be used and carried out throughout the park system.

Recommend the hiring of *Design Forum* for shelter design services. M/S/A (Larson/Ames) Vote: 8:0

Information Items:

Ames reported that signage was missing at a Lake Elmo public boat launch. He requested that it be determined what role the city had in maintaining area boat launches. hat she would consult with Administrator Hoyt regarding the need and process for land acquisitions and conveying.

Respectfully submitted,
Carol Kriegler
Project Assistant

Justin see file 5

Park Commission
Date: 8-18-08
Item: 4

ITEM: Sunfish Lake Park Land Trust Update
SUBMITTED BY: Carol Kriegler, Project Assistant

SUMMARY: Commissioner Blackford presented the Sunfish Lake Park Land Trust "Proposed Rights and Restrictions for a Conservation Easement" document to the city council July 15 on behalf of the Park Commission. The document was accepted by the council on a unanimous vote. The council did however, express concern over the ambiguity and lack of a definition associated with the detail concerning "**low impact recreational improvements** according to a park plan approved by the Land Trust" in the section pertaining to allowable structures and improvements in Area 2. Concern was expressed that there is the potential for varying opinions as to what might constitute a **low impact** recreational improvement. Specifically, there was concern that a future proposed ice skating rink and warming shelter might be not be considered a **low impact** recreational improvement and therefore not allowed.

The council requested that the Park Commission address this issue and ensure that the conservation easement be structured in a way that allows for city defined acceptable low impact future improvements while yet and providing reasonable and appropriate protections that are consistent with the overall goal of conserving and protecting the park.

A small working group of interested individuals was established at the July 21 Commission meeting for the purpose of creating a definition of low impact recreational improvements. The group has since created such a definition and is available for review and comment.

REQUESTED ACTION: Review and comment on definition of "**low impact recreational improvements**".

ATTACHMENTS:

1. "Proposed Rights and Restrictions for a Conservation Easement" Draft dated July 2008.
2. Definition of "low impact improvements, Sunfish Lake Park Conservation Easement

Minnesota Land Trust
Proposed Rights and Restrictions
For a Conservation Easement

	another property is prohibited.
Rights of way	Access across the property to develop adjacent land is prohibited.
Mining	Prohibited.
Signs	Small, unlighted signs for informational or interpretive purposes is allowed. A sign designating the name of the park also is allowed.
Roads and trails	The access road and parking area are allowed. Roads are otherwise prohibited. Unpaved paths or foot trails, including footbridges and boardwalks are allowed. A paved trail will be allowed in Area 2.
Surface alteration	Alteration of the natural topography or surface of the land is limited and consistent with the park plan.
Vegetation and habitat management	Management of natural vegetation to improve its habitat and scenic values is allowed, subject to an approved management plan.
Water	Alteration of natural water bodies and wetlands, or actions detrimental to water quality are prohibited. Restoration of wetlands or water bodies is allowed according to a plan approved by the Land Trust.
Dumping	Dumping or accumulation of trash or other unsightly material is prohibited.
Vehicles	Prohibited except in conjunction with otherwise authorized activities (i.e. habitat restoration or management).
Recreational and educational use	Recreational and educational purposes that do not impact the conservation values of the land are allowed. This would include walking, hiking, horseback riding, cross-country skiing, orienteering, etc. This would not include

Minnesota Land Trust
Proposed Rights and Restrictions
For a Conservation Easement

	mountain biking.
--	------------------

DRAFT

~~XXXXXX~~ committee prepared this

Sunfish Lake Park Conservation Easement
City of Lake Elmo

no fees

Definition of "low impact" recreational improvements

"Low impact" recreational improvements shall be defined as those that support casual and unstructured recreational activities for individuals, families and small informal groups. Improvements shall be limited in scale and location so as to be consistent with the overall nature and spirit of the easement and fabricated and constructed with materials and colors that blend with the natural surroundings. Examples of such acceptable "low impact" improvements would include:

Number
materials

Activity	Associated Improvement
Pleasure ice skating and informal "pick-up" hockey	Flooded ice skating rink, boards, lights, benches, warming shelter.
X-country skiing, snowshoeing,	Warming shelter (Shelter for skating, XC skiing and snowshoeing could be separate or the same structure).
Youth active and creative play	Youth play equipment / structure.
Volleyball / badminton	Sand court, net and post system
Horseshoes	Horseshoe courts
Bocce ball	Bocce ball courts
Archery	Archery range
Gardening	Garden plots
Picnicking	Picnic shelter, tables, grills, bonfire ring
Fitness / exercise activities	Exercise equipment / structures

Compliment

from an interop

center

Landscaping structures around park
think living a little
placement...

Sounds like a neighborhood park

Limit scope of fixed structures

worry that other commissions might interpret this as allowing a high density of recreational activities in this area that is supposed to highlight Sunfish Park - not be a permanent

very busy w/ structures