



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

NOTICE OF MEETING

**City of Lake Elmo Parks Commission
3800 Laverne Avenue North
June 17, 2019 6:30 PM**

AGENDA

1. Call to Order
2. Approve Agenda
3. Approve Minutes
 - a) May 20, 2019
4. By-Laws
5. Nature Center Patio Request
6. Pebble Park Lighting Quotes
7. Review of the Subdivision Code – Park Dedication
8. July 15th, 2019 Meeting Agenda
9. Communications
10. Adjourn

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

MINUTES

City of Lake Elmo Parks Commission

May 20, 2019

Members Present: Commissioners Olinger, Schumacher, Weeks, Zeno, Mayek, Ames and Nightingale

Members Absent: None

Staff Present: City Planner Prchal, Public Works Director Powers, Administrator Handt

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

Approval of Agenda

Ames requested to amend the agenda to a discussion about Kleis Park. Motion passed.

Approval of Minutes

Minutes approved as presented

Sunfish Lake Bike Trails

Planner Prchal gave an update on MN Land Trust approval since the January meeting. He pointed out that due to the time involved all of the maps in the RFP have not been updated yet however the map that was approved was dated 4/15/19 in the lower left hand corner. All of the maps would be updated before the RFP issued.

Prchal covered issues related to the soils, endangered species, existing trails and the proposed new trail plan. Staff is recommending the removal of some trails due to redundancy, environmental impacts and eliminates crossings. Parking areas and access to trails was presented.

Narrow trail (1-2 feet) is proposed in RFP. Prchal covered fiscal items such as cost and maintenance. Staff recommends approval of the Trail Plan and RFP to build new trails as presented.

Schumacher pointed out that Battle Creek has paved trails. Mayek pointed out there are both at Battle Creek.

Ames asked questions about number of crossings. There are a couple of places where they are very close together.

Schumacher can we get these crossing down further. Theodore Wirth Park has no crossings. Nightingale pointed out that some trails in the north at Theodore Wirth Park have some crossings.

Discussion on good trail design would include slowing mechanisms near the crossings.

Olinger had questions about the RFP. She questioned the use of machinery. Sec. 2.9 warranty period, she would like for it to be longer to 2 or 3 years. Will presentation to commission/council occur? Handt said there could be a joint meeting for the presentation. Olinger asked about removal beyond the narrow corridor. Sec. 8.2 can that be changed to not remove trees larger than 8 inches?

Zeno questioned removing two sections of trails on the far west side that offer challenging routes. Mayek responded that they see the most erosion and few people ski them. Schumacher likes the challenging trails as well.

Olinger asked how many miles someone could hike away from the bike trails. Prchal identified paths but didn't know the specific miles.

Public Comments:

Deb Krueger, 4452 Lake Elmo Ave N, concerned about biking. Reviewed other parks in the area that allowed and did not allow mountain biking.

Stuart Johnson, 3603 Lake Elmo Ave N, avid mountain biker, mountain bikers intend to leave a soft foot print. Narrow trails are better. Weekend trail maintenance is common volunteer opportunity.

Brenda Jo Carlson, 8554 Hidden Bay Trail, excited to see a lot of thought put into trail system, not a proponent of trails designed by random walkers. Why just a mountain bike trail? Should be all bikes, all hikers, all users.

Susan Dunn, 11018 Upper 33rd St N, mountain biking started in 2013 in Parks Commission discussion. Ordinance was passed that prohibited mountain biking. What happened to it? In the 1970s there were specific uses for parks purchased in the City. Sunfish is a nature park. This was a closed process since January.

David Morgan, 13780 Manning Trail N, chair of first parks commission in 1971. Sunfish was to be left as natural as possible. Terrain is steep. Liability for crashes. Citizens of Lake Elmo are more important than visitors.

Susan Saffle, 11180 50th St, park survey data shared. Walking and hiking was highest activity of usage from responders. Rare birds. Habitat loss. Maintenance costs-who will pay and will it be done consistently? Erosion concerns-severe soils prone to erosion. Will there be promotion of commercial uses such as renting out park for races, time trials.

Todd Williams, 3025 Lake Elmo Ave N, Sunfish should remain natural. Need a large area to remain natural. Council accepted Trail Guide Plan in 2006. Plan states bicycles and motorized uses prohibited from Sunfish Lake Park.

Joe Chavez, 3505 Kelvin Ave N, petition submitted to prohibit mountain biking trails in Sunfish Lake Park.

Joni Chavez, 3505 Kelvin Ave N, opposed to mountain bike trails is two fold-landlocked parcel may impact value of land. Father was one of the landowners that sold land for Sunfish Lake Park. Purpose was to create a nature preserve. Joni also submitted written comment.

Mary Frick, 2773 Lisbon Ave N, routinely in Sunfish and other parks at least once a week. Encountered some mountain bikes over the last year. Bikers come up on you quickly with little detectability (few seconds). Lake Elmo Park preserve has minutes to see the bikes. Dogs running loose. Concern bikers will go on other trails. Maintenance is an issue. Sees trees down for about a month. Construction and early use of trail creates 2/3 of disturbance.

Linda Keller, 4594 Lilac Lane N, birder, loves Sunfish Lake Park. Against biking in Sunfish. Concerned about safety. Where are accesses for emergency services? Training and extra personnel needed for extraction?

Ann Budcheck, 2301 Legion Ave, 2040 comp plan relevant areas-only two parks where mountain biking is allowed is in Pebble and Reid. April 4, 2013, Administrator Zueleger suggested keeping Sunfish a natural park. Ordinance prohibiting mountain biking. Soils limited. Blandings turtles in the area what will happen when they are nesting. Rust patch bumble bee area. Safety of crossings.

Brad Kopp, 2040 Manning Trail N, avid mountain biker. Biking community is not about destroying this park. One acre of physical trail is allocated, 0.5% of park. Great need for this. Over 40% increase in high school mountain biking teams in the last few years. Other trails but nothing like this is intended to be. Reid Park is also different as an entry for kids beginning. Riders slow down for crossings. Average 8-9 miles of speed. Trail builders know how to build trails that require minimal maintenance. Community driven and will volunteer. Work together.

Sarah Berkowitz, 11063 11th St N, love Sunfish for hiking and would also like to mountain bike there. It is a great park for that if trails are built right. Strong community willing to build trails and do maintenance. Parent of high school mountain biker.

Matt Lehmann, 218 Maple St W, Stillwater, representing SASCA. Addressed mountain biking culture. Mountain biking has changed. With a good trail design problems of the past go away.

Jeffrey Saffle, 11180 50th St, two different cultures-bikers and birders. Marginalize those who want to use the park for things other than mountain biking.

Ed Nielsen, 9498 Stillwater Blvd, dumb idea to put mountain biking in the best park in Lake Elmo. Woodbury only has one park suitable for mountain biking. Shared the uses in Sunfish Lake Park, does not include mountain biking. Shared letter to the city.

Kim Knandel, 3554 Kelvin Ct N, small portion of plant communities still in place today. Referenced DNR info from Sue Dunn. Won't be able to restore trails if this goes wrong. Concerned about dogs getting hurt.

Dick Wier, 3645 Laverne Ave N, viewed by MN Land Trust and they ok'ed it. If it was harmful to the park they wouldn't have approved it. Some slides showed foot traffic more harmful than bikes. Park should be open to everyone.

Ames motion seconded by Mayek to recommend approval of the Trail Plan and RFP to build the new trails which has been presented, within Sunfish Lake Park.

Ames understands from the city that biking is an allowed use in the park. Discussion should be around the proposal, not the use. Weeks asked administrator about issues raised that would prohibit mountain biking. Handt said the process of an ordinance being changed is reasonable, conservation easement does not prohibit mountain biking, 2040 Comp Plan has language that allows biking in Sunfish Lake Park.

Zeno recalls conservation easement he voted on included prohibition of mountain biking. Schumacher said Land Trust is not saying we should build it, only that we can.

Ames referenced the report in the packet regarding soils and erosion. If you can't bike in there you can't walk in there.

Olinger mentioned this issue keeps coming up year after year. It's not just a small group of people. The prohibition on mountain biking in 1990s was because of erosion due to them not being built properly.

Schumacher safety is still a concern. Should you overlay this on the existing park? Zeno not convinced safety is an issue at intersections if speed control is included. Speed control should be included in the RFP.

Motion passed 5-2.

2020-2024 Parks Commission Capital Improvement Plan (CIP)

Handt provided a summary of the 2020-2024 CIP.

Public Comments:

Mark Rubbert, 8740 9th Place N, support for Inwood Park. A neighborhood task force has been formed and is willing to help.

Motion by Olinger, seconded by Ames to proceed with lighting and security features for Pebble Park. Motion approved 7-0.

Zeno left the meeting.

Motion by Weeks, seconded by Olinger to recommend approval of 2020-2024 CIP as presented.
Motion passed 6-0.

Buckthorn Removal Grant

George Johnson requested approval to have Stantec prepare grant proposal for buckthorn management.

Ames motion to pursue this proposal from Stantec, seconded from Mayek. Motion passed 6-0.

Sunfish Lake Nature Center Patio Addition

Prchal summarized the patio proposal. Noted that it has been approved by the MN Land Trust.
Tony Manzara mentioned that a contractor was willing to donate the concrete patio.

Commissioners had questions about what was allowed in the lease agreement and when Manzara had to come back for approval. Handt read Article IV, section 8 regarding alterations.

Motion by Weeks, seconded by Ames to table until the June meeting. Motion passed 6-0.

Kleis Park

Ames inquired about the broken swing set at Kleis Park. Powers noted that it had been removed a couple of weeks ago. Replacement of the equipment will be evaluated in the future.

June Meeting Agenda

Sunfish Lake Nature Center Patio Addition
Parks Commission bylaws and policy
Mowing at Sunfish

Communications

New park construction in progress for this summer. Names will be solicited for park according to the new naming policy. Gravel roads to parks will be graded.

Meeting adjourned at 9:30 p.m.

**Respectfully Submitted,
Kristina Handt**



STAFF REPORT

DATE: June 17, 2019

REGULAR

MOTION

TO: Parks Commission
FROM: Ben Prchal, City Planner
AGENDA ITEM: By-Laws
REVIEWED BY: Kristina Handt – City Administrator

BACKGROUND:

In November of 2018, the Parks Commission voted to amend Chapter 32 of the City Code. This section directly relates to the way in which the Parks Commission will function. Some of the amended language was intentionally removed as it would be more appropriate in the by-law(s) than it would in an ordinance. Based on this code change, Staff has now prepared By-Laws for the Parks Commission. The drafted by-laws work to serve as an operational guide for Commission members.

ISSUE BEFORE THE COMMISSION:

Does the Parks Commission wish to recommend approval of the drafted by-laws?

PROPOSAL:

There are certain aspects of local government operations that are appropriate to have in ordinances and there are certain points that should be encumbered through by-laws or policies. Staff pulled multiple examples from other communities, used the meeting guide that the Council follows and worked off of Chapter 32 to draft the first set of by-laws for the Parks Commission. After reviewing several examples of By-laws, Staff has concluded that there should be 7 sections in the By-Laws for the Commission to work from. By-laws can and should be amended from time to time to maintain effective meeting flow and to reflect current policies and practices of the City.

Officers and Duties

This section lays out expectations for all of the members and has specific language for the Chair and Vice Chair. Much of this section is in line with the ordinance and is very similar to other community examples. By-laws from the City of Scandia has been included as an example. For the most part the language assigned to the chair and vice chair remained the same.

Scandia

Chair responsibilities:

1. The chair shall organize, convene and chair all meetings of the SPRC.
2. The chair will set and prepare the agendas for meetings.
3. The chair will lead the development of a committee work plan, implementation of the long-range plan and list of annual priorities for approval by the Committee and by the City Council.
4. With the consent of the members and subject to approval by the City Council, the chair may create subcommittees and appoint SPRC members to those subcommittees.
5. The chair shall act as liaison between the City Council and the SPRC, reporting to the Council on activities as needed (quarterly, bimonthly etc.).
6. The chair shall coordinate the need for staff support of the SPRC with the City Administrator.
7. The chair shall represent the Committee as needed in dealings with outside agencies and organizations on matters pertaining to Park and Recreation activities.

Vice-Chair responsibilities:

1. The vice-chair shall act as an aide to the chair in fulfilling his/her duties as chair.
2. In the absence of the chair, the vice-chair shall assume the duties of the chair.

Meetings:

Some of the language in the by-laws is redundant when compared to Chapter 32, it should be known that Chapter 32 holds more weight than the by-laws. The intent of this section is to provide an outline for when meetings are held and some basic “rules” for operation. The intent was to create an outline that is easily understood by Commission Members and the Public. Staff recommends that the Commission members become familiar with Roberts Rules of Order as that is the outline which the City follows. There are shorthand versions available online.

Order of Business:

This section establishes the outline of how a recommendation should be made. The by-laws are meant to keep meetings orderly and on a formal level. Previously there were meetings when the Commission would make motions and discuss them without 2nds or make amendments without passing a vote which made it difficult for staff to accurately track. City Staff would like to see the Commission pass a motion and then begin the discussion and not discuss the topic in too much detail prior to this happening. In short the topic and discussion should go as follows:

1. **Motion:** A member raises a hand to signal the chairperson that they want to make a motion.
2. **Second:** Another member seconds the motion.
3. **Discussion:** The members debate/discuss the motion.
4. **Vote:** The chairperson then asks for affirmative (yes) votes, and then negative (no) votes.

Making and placing a second on the motion does not automatically mean the motion will pass and be approved. Even if commission members generally agree with the motion they can still vote it down if they feel there should be amendments to improve upon the motion and the goals of the City.

FISCAL IMPACT:

Staff does not foresee a fiscal impact.

RECOMMENDATION AND STAFF COMMENTS:

Staff recommends that the Commission pass the drafted by-laws.

ATTACHMENTS:

- Proposed By-Laws.
- Examples for Comparison.
 - Bear Lake, Benton County, Mounds, LMNC, and Scandia.



**City of Lake Elmo
Parks Commission Bylaws**

Approved by the City Council, February 21, 20XX

Section 1. Name.

- A. The name of this Commission is the Lake Elmo Parks Commission, hereinafter called the “Commission.” Beyond the by-laws, the Commission is also regulated by Chapter 32 of the City Code.

Section 2. Purpose and Mission.

- A. The purpose of the Commission is to advise and provide recommendations to the Lake Elmo City Council on needs, investments, redevelopment, and community involvement as it pertains to the parks, trails, and recreation facilities within the City of Lake Elmo. A comprehensive list is further outlined in City Code Section 32.092.
- B. The mission of the Commission will to provide planned, quality public services consistent with the City’s character in a fiscally responsible manner.

Section 4. Officers and Duties.

- A. The Commission shall have a chair and vice-chair. The term of office shall be one year and determined by election at the first meeting of the year.

Chair

- A. The chair shall organize and lead all meetings of the Commission.
- B. The chair will lead the development of the Commission work plan, implementation of the long-range plan and list of annual priorities for approval by the Commission and by the City Council.
- C. If required, the Chair shall represent the Commission among other City Commissions and at City Council meetings.

Vice-Chair

- A. The vice-chair shall act as an aide to the chair in fulfilling his/her duties as chair.
- B. In the absence of the chair, the vice-chair shall assume the duties of the chair.

Liaison

- A. The Liaison shall be a member from the hired City Staff whose duties are to prepare reports and present information about specific items being discussed on the advertised agenda. Responsibilities also include the provision of recommendations from a Code perspective and to furnish reports containing the recommendations of the Commission for consideration by the City Council.
- B. Minutes of each Commission meeting shall be prepared by the City Clerk or his/her designee and delivered to each member of the Committee at the subsequent meeting.

Duties.

All Commission Members are responsible to:

- A. Fulfill the expectations of Section 32.092 of the Lake Elmo City Code.
- B. Attend and participate in regular and special meetings in order to carry out the mission and duties of the committee;
- C. Express oneself, clearly and concisely, both orally and in writing, with tact, diplomacy and good judgment;
- D. Establish and maintain effective public relations when representing the Commission and the City;
- E. Keep themselves up to date on the City Code and Policies related to Parks.
- F. Have an understanding that they represent all Lake Elmo residents and make recommendations on their behalf, to the best of their ability.
- G. Participate in any subcommittees to which they may be appointed.
- H. Commission members are strongly encouraged to perform site visits (if appropriate) to the location of the agenda item that will be discussed.
- I. Each member is required to cast a vote either recommending approval, denial, or abstention.



Section 5. Meetings.

- A. Regular meetings shall be held on the third Monday of each calendar month at 6:30 p.m. Any regular meeting falling upon a holiday shall be rescheduled and posted appropriately to conform to the State Open Meeting laws. Meetings shall be held at the Lake Elmo City Hall, unless notice of the alternate location is given to the members and the public at least 3 days in advance of the meeting. All Commissions meetings are open to the public.
- B. Special Meetings. Special meetings of the Commission may be called at any time by the chair or the vice-chair, in the chair's absence with 3 days advance notice to the public and to all Commission members.
- C. Meetings shall proceed and be conducted following Roberts Rules of Order.
- D. If a resident chooses to speak during a meeting the Chair shall allow them 6 minutes to state their stance to the Commission. During that time the Chair shall also request the individual to state their name and address. When speaking, transferring minutes from one speaker to another to increase another's allotted time to speak is not permitted.

Quorum.

- A. Four (4) members shall constitute a quorum.
 - i. When Members are not at a public meeting they must avoid discussing or responding to City Business when there are more than two members involved with the conversation. Doing so could easily constitute a violation of the State's open meeting laws. Members must abide by all aspects of the open meeting law including serial meetings and electronic communications.

Section 6. Order of Business.

Order Established.

Each regular meeting of the Commission will convene at the appointed time and place. Commission business shall be conducted in the following order:

- A. Call to Order
- B. Pledge of Allegiance
- C. Public Comment for non-agenda items
- D. Approve Agenda
- E. Approve Minutes
- F. Action Items
 - i. Public Comment, by approval of the Chair (specific to the action item).
- G. Items for upcoming meetings
- H. Adjournment



Section 7. Notes Order of Business.

Agenda.

- A. If a Commission member wishes to add an item to the agenda they must contact City Staff the Tuesday of the week before the meeting to make the request.

Reports. The following is the order that agenda items should be presented and discussed.

- A. Introduction of item.
- B. Report by Staff or other presenter.
- C. Questions from Commission to presenter.
- D. Address questions/comments to applicant/presenter.
- E. At the discretion of the presiding Officer, a public comment period may be held. Each member of the public shall state his or her comments within a time period of 6 minutes. The Commission shall not interrupt or interact until public comments are completed.
- F. After steps D. and E. the Commission shall enter into a discussion which may include follow up questions to Staff or the Presenter.
- G. Following discussion the Commission may make a motion, followed by a second. Additional discussion may occur before a vote is taken. The results of the vote are announced by the Chair.

Public Comment. At the discretion of the presiding officer, there may be a public comment period.

- A. A limited forum maybe be provided for members of the public to speak with the Commission on each agenda. Public comments during the public comment period are subject to the following limitations:
 - a. Speakers must be recognized by the presiding officer before speaking and are limited to 6 minutes for comment. Speaking time shall not be passed from one person to another with the intent of increasing speaking time;
 - b. When multiple speakers appear to speak on the same topic, comments should not be repetitive. The presiding officer may request speakers to appoint a spokesperson;
 - c. The Chair should request speakers to sign up prior to speaking and provide their name, address, and a brief summary of the subject matter which they wish to address. The sign-up sheet will be available at the start of the Commission meeting;
- B. Commissioners shall not interrupt or interact with the public during the public comment period. This forum is not intended to serve as a back and forth discussion. Furthermore, the Commission will only discuss items that are on the agenda.
- C. If a topic is brought up during the public comment period which was not on the agenda, the Commission may direct Staff to add it to a future meeting agenda.

Section 7. Amendments. Amendments may be made to the By-laws for the Commission so long as the request is established on an agenda for a regular meeting. These bylaws and amendments thereto are subject to approval by the City Council.

Village of Bear Lake

Planning Commission Bylaws

The following rules of procedure are hereby adopted by the Village of Bear Lake Planning Commission to facilitate the performance of its duties as outlined in the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, *et seq.*, and the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, *et seq.*

SECTION 1: Officers

A. Selection and Tenure—At the first regular meeting each January, the planning commission shall select from its membership a chairperson and secretary, and vice-chairperson. All officers shall serve a term of one year, or until their successors are selected and assume office, except as noted in C, below. All officers shall be eligible for re-election for successive terms for the same office.

B. Chairperson—The chairperson shall preside at all meetings, appoint committees and perform such other duties as may be ordered by the planning commission.

C. Vice-Chairperson—The vice-chairperson shall act in the capacity of the chairperson in his/her absence. In the event the office of chairperson becomes vacant, the vice chairperson shall succeed to this office for the unexpired term, and the planning commission shall select a successor to the office of vice chairperson for the unexpired term.

D. Secretary—The secretary shall execute documents in the name of the planning commission and shall perform such other duties as the planning commission may determine.

1. **Minutes**—*The secretary shall be responsible for maintaining a permanent record of the minutes of each meeting and shall have them recorded in suitable permanent records maintained by the Village clerk. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and record of votes, conditions or recommendations made on any action and record of attendance.*
2. **Correspondence**—*The secretary shall be responsible for issuing formal written correspondence with other groups or persons, as directed by the planning commission. All communications, petitions, reports or other written materials received by the secretary shall be brought to the attention of the planning commission.*
3. **Attendance**—*The secretary shall be responsible for maintaining an attendance record for each planning commission member and report those records annually to the planning commission for inclusion in the annual*

report to the Village Council.

4. **Notices**—*The secretary shall oversee the issuance of such notices as may be required by the planning commission, including Open Meetings Act notices, as well as notice required for specific planning or zoning actions under the Michigan Planning Enabling Act or the Michigan Zoning Enabling Act.*
5. **Other**—*If the Planning Commission so chooses, the Village of Bear Lake Clerk may assume duties of minutes and notices.*

SECTION 2: Meetings

The business the planning commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act. The planning commission may establish reasonable rules and regulations in order to minimize the possibility of disrupting the meeting.

A. Regular Meetings—The planning commission shall hold not less than four regular meetings each year and by resolution shall determine the time and place of such meetings. Other meetings may be held as necessary. When a regular meeting falls on a legal holiday or upon a day resulting in a conflict, the planning commission shall, if possible, select a suitable alternate meeting date in the same month as the originally scheduled meeting.

Notice of regular planning commission meetings shall be posted at the principal Village office within 10 days after the planning commission's first meeting in each calendar year in accordance with the Open Meetings Act.

B. Special Meetings—Special meetings may be called by the chairperson or upon written request to the secretary by at least two members of the planning commission

Notice of special meetings shall be given to the members of the planning commission at least 24 hours prior to the meeting. Such notice shall state the purpose, time and location of the special meeting and shall be posted in accordance with the Open Meetings Act.

C. Notice—Notice required for specific planning, zoning or other land use actions will be given in accordance with the Michigan Planning Enabling Act, the Michigan Zoning Enabling Act, Land Division Act, or other applicable statute.

D. Public Hearings—All public hearings held by the planning commission must be held as part of a regular or special meeting of the planning commission.

E. Agenda—The chairperson shall be responsible for preparing a tentative agenda for planning commission meetings. The agenda may be modified by action of the commission. Except where modified, the order of business for Commission meetings shall be as follows:

1. Call to Order
2. Roll Call and Determination of a Quorum
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes
6. Public Hearings
7. Old Business
8. New Business
9. Public Comments (non-agenda items)
10. Correspondence (non-agenda items)
11. Reports to the Commission
12. Commissioner Comments
13. Adjournment

F. Quorum—Three members of a five-member planning commission shall constitute a quorum for transacting business and taking official action for all matters. No official action of the commission may be taken without a quorum present.

G. Voting—An affirmative vote of the majority of the members of the planning commission is required to approve any part of the master plan or amendments to the plan or to amend these bylaws. Unless otherwise required by statute, other actions or motions placed before the planning commission may be adopted by a majority vote of the members present and voting, as long as a quorum is present. Voting shall be by voice vote; a roll call vote shall be required if requested by any commission member or directed by the chairperson. Except in the case of conflict of interest, all planning commission members, including the chairperson and ex officio member, shall vote on all matters.

H. Public Records—All meetings, minutes, records, documents, correspondence and other materials of the planning commission shall be open to public inspection in accordance with the Freedom of Information Act, except as may otherwise be provided by law.

SECTION 3: Duties of the Planning Commission

The planning commission shall perform the following duties:

- A.** Prepare, review and update a master plan as a guide for development within the Village's planning jurisdiction.
- B.** Take such action on petitions, staff proposals and Village Council requests for amendments to the zoning ordinance as required.
- C.** Take such action on petitions, staff proposals and Village Council requests for amendments to the master land use plan as required.
- D.** Prepare an annual written report to the Village Council of the planning commission's operations and the status of planning activities, including recommendations regarding actions by the Village Council related to planning

and development. The Chairman shall present written report at the beginning of each calendar year.

E. Take such actions as authorized or required by the Michigan Planning Enabling Act.

F. Take such actions as authorized or required by the Michigan Zoning Enabling Act.

G. Review subdivision proposals and recommend appropriate actions to the Village Council.

H. Perform other duties and responsibilities or respond as requested by any Village Council or commission.

SECTION 4: Absences, Removals, Resignations and Vacancies

A. To be excused, members of the planning commission shall notify the planning commission chairperson or other planning commission member when they intend to be absent from a meeting. Failure to make this notification prior to the meeting shall result in an unexcused absence.

B. Members may be removed by the Village Council for misfeasance, malfeasance or nonfeasance in office upon written charges and after a public hearing.

C. A member may resign from the planning commission by sending a letter of resignation (via postal service or electronic mail) to the Village Council.

D. Vacancies shall be filled by the Village Mayor, with the approval of the Village Council. Successors shall serve out the unexpired term of the member being replaced.

SECTION 5: Conflict of Interest

Before casting a vote on a matter on which a planning commission member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the planning commission. Failure of a member to disclose a potential conflict of interest as required by these bylaws constitutes malfeasance in office.

Conflict of Interest is defined by Village ordinance.

SECTION 6: Amendments

These bylaws may be amended at any meeting by a vote of the majority of the membership of the planning commission.

Adopted by the Village of Bear Lake Planning Commission at a regular meeting on XXX.

BY-LAWS OF THE BENTON COUNTY PARKS COMMISSION

Article I: **Name of the Commission**

The name of the organization shall be the Benton County Parks Commission.

Article II: **Vision, Mission and Purpose**

Section 1. **Vision:**

The vision of the Parks Commission is to create, sustain and preserve excellent parks, trails and open spaces to enhance the lives of current and future generations of Benton County residents.

Section 2. **Mission:**

The mission of the Parks Commission is to contribute vision, leadership and recommendations to the Benton County Board of Commissioners for the best use and development of Benton County parks, trails and open spaces.

Section 3. **Purpose:**

The purpose for which this commission is organized shall be to work as a team to:

1. Study and determine the park, recreation and open space needs of the County and serve as an advisory body providing recommendations to the County Commissioners on matters pertaining to the planning, programming, evaluating and funding of park and recreation facilities and programs in accordance with Minnesota Statutes 398.31 to 398.36.
2. Recommend priorities to the County Commissioners, with reference to the Benton County Comprehensive Land Use Plan for the acquisition, development, operation and maintenance of recreation areas, natural areas, facilities and programs.

Article III: **Authorization**

The authorization for the establishment of this commission is set forth under Minnesota Statutes, Section 398.36. Duties are delegated to the Parks Commission by the Benton County Board of Commissioners by Ordinance #355 as amended, and power pursuant to Minnesota Statutes, Section 398.31 to 398.36.

Article IV: **Membership**

Section 1. **Commission Structure:**

The County Parks Commission shall consist of five (5) members: appointed by the County Board representing each Commissioner District. When no

qualified members are willing to serve from each Commissioner District, appointments may be made without regard to District residency. However, all Park Commission members shall be County residents at the time of appointment and for the duration of their term of office.

Article V: **Term of Office**

Section 1: **Term and Term Limits:**

The term of Park Commission members shall be for three (3) years, except initial terms shall be staggered so that no more than two members' terms expire in a given year. All regular terms shall expire December 31st. Current members must reapply for appointment, if interested. All members shall not serve more than three (3) consecutive three (3) year terms. Upon completion of the terms, a member may be eligible for reappointment after one (1) year of non-membership.

To ensure that the terms are staggered, the charter members will have the following initial terms:

Commissioner District 1 and 2:	1-year term
Commissioner District 3:	2-year term
Commissioner District 4 and 5:	3-year term

Section 2: **Early Dismissal:**

Any member of the Parks Commission who misses three consecutive meetings per year, or acts in a manner inappropriate to the duties of the Parks Commission is subject to removal at the pleasure of the County Board of Commissioners.

Article VI: **Vacancy**

Any vacancy in the regular membership prior to term expiration shall be filled by the County Board of Commissioners and such appointee shall serve for the unexpired term so filled. Said appointee may serve additional terms pursuant to Article IV, Section 2 and Article V, Section 1.

Article VII: **Officers**

Section 1. **Elections:**

Officers shall be elected at the first regularly scheduled meeting of the new year. The Parks Commission shall elect from its membership a chair and vice-chair who shall serve for a term of one year and shall be eligible for re-election.

Section 2. **Duties of Chair:**

The chair shall preside at all meetings of the Parks Commission and shall have the duties normally conferred by parliamentary usage of such officers. The Chair shall work with County staff to establish the meeting agenda

Section 3. Duties of Vice-Chair:

The vice-chair shall act for the chair in their absence.

Article VIII: **Compensation**

Commission members shall receive per diem and mileage reimbursement for attending meetings. Per diem and mileage reimbursement shall be based upon current rates and policies as established by the County Board.

Article IX: **Amending the Bylaws**

The Park Commission bylaws may be amended upon a recommendation from the Park Commission to the County Board. Bylaw amendments shall be effective upon County Board approval or at another date as set forth in County Board action.

Article X: **Meetings**

1. Meetings will be held as needed when called by the Park Commission Chair in consultation with County staff, but no less than twice per year.
2. The Commission may establish and appoint committees. These committees shall meet at the direction of the Commission and shall report back to the Commission.
3. All meetings shall be open to the general public and shall follow Roberts Rules of Order, Simplified and Applied, unless otherwise specified and/or applicable.

Article XI. **Quorum:**

1. A quorum consisting of a majority of duly appointed members shall be present at any meeting in which official action is taken.

**MOUNDS VIEW CHARTER COMMISSION
BYLAWS**

Adopted: **November 10, 2016**

ARTICLE I - THE COMMISSION

Section 1. Name of Commission. The name of the Commission is the “Charter Commission of Mounds View, Minnesota.”

Section 2. Purpose. The purpose of the Charter Commission is to serve as custodians of the Mounds View City Charter in accordance with state laws, these bylaws and rules of the Charter Commission.

Section 3. Office of Commission. The offices of the Commission are at Mounds View City Hall for purposes of official Commission business.

Section 4. Members. The Commission is composed of up to and including nine (9) members. Members shall serve during their term and until their successors are appointed and have qualified, pursuant to Minnesota Statutes, Section 410.05, as amended.

Section 5. Records. Each member shall receive a copy of the City Charter and the Commission Bylaws. The current City Charter shall be kept on file at the City offices and made available for public review.

And

Section 6. Review of Bylaws. The Bylaws shall be reviewed at least once every two years.

ARTICLE II - OFFICERS

Section 1. Officers. The officers of the Commission are the Chair, Vice-Chair, Second Vice-Chair and Secretary.

Section 2. Chair. The Chair shall call the regular meetings of the Commission, prepare the agenda, preside at all meetings, oversee the implementation of the decisions of the Commission, forward any documents to the city for action or archive, and act as the primary liaison with City staff. The Chair retains all the rights and responsibilities held as a member of the Commission including the right to vote. By the December meeting each year, the Chair shall submit to the Commission for its approval, an annual report summarizing the activities and accomplishments of the Commission for the calendar year. The annual report to the Commission may contain the Chair’s recommendation for Commission activities for the ensuing year.

Section 3. Vice-Chair. The Vice-Chair shall perform the duties of the Chair during the Chair’s temporary absence, and shall perform such duties during any vacancy of that office until the Commission elects a new Chair.

Section 4. Second Vice-Chair. The Second Vice-Chair shall perform the duties of the Vice-Chair during the Vice-Chair’s temporary absence, and shall perform such duties during any vacancy of that office until the Commission elects a new Vice-Chair.

Section 5. Secretary. The Secretary shall prepare the records, record the minutes and votes at each meeting stating what was done, not what was said, and submit them to the Chair before the next regularly scheduled meeting. On or before December 31st of each year, the Secretary shall submit to the Chief Judge of the District Court the Chair's approved annual report outlining the Commission's activities and accomplishments. The Secretary shall forward a copy of the report to the City Administrator. The Commission may designate by majority voice vote an Assistant Secretary from the Charter Commission membership whose duties shall be to assist the Secretary, and to perform the duties of Secretary in the event of the absence or vacation of office by the Secretary until such time as the Commission elects a new Secretary.

Section 6. Additional Duties. The officers of the Commission shall perform such other duties and functions as may from time to time be required by the Commission or its bylaws or rules.

Section 7. Compensation; Expenses. The members of the Commission shall receive no compensation, but the Commission may employ an attorney and other personnel to assist in amending or revising the City Charter, and the reasonable compensation and the cost of printing such charter, or any amendment or revision thereof, when so directed by the Commission shall be paid by the City. The amount of reasonable and necessary Commission expenses shall be so paid by the City in accordance with Minnesota Statutes Section 410.06, as amended.

Section 8. Elections. The Chair, Vice-Chair, Second Vice-Chair and Secretary shall be elected from among the members of the Commission within 90 days after November 1st of even-numbered years, and shall hold office for two years or until their successors are elected and qualified. The Chair shall conduct the election. Officers shall be declared elected and qualified by a simple majority vote of those present and voting. Nomination for the position of Chair requires one year of service on the commission to be eligible. No officer shall be eligible to hold more than six consecutive terms in the same office. In filling vacancies for unexpired terms, an officer who has served more than half of a term is considered to have served a full term in that office. Newly elected officers shall take office at the close of the meeting in which the election is held.

Section 9. Vacancies. A vacancy in the office of Chair, Vice-Chair, Second Vice-Chair or Secretary shall be filled by a special election by the Commission at its next meeting with the elected successor serving the unexpired term of office.

Section 10. Appointments. It is the responsibility of each individual member that is eligible for re-appointment to submit to the Judicial District Court Chief Judge the appropriate paper work for re-appointment consideration. A qualified and acting member shall be defined as a person who has been appointed by the Judicial District Court Chief Judge and has confirmed their acceptance of that appointment by signing and returning a notarized oath of acceptance.

ARTICLE III – MEETINGS

Section 1. Regular Meetings. The Commission shall meet at least once during each calendar year. The Commission shall also meet upon presentation of a petition with signatures numbering at least ten percent of the total City of Mounds View ballots cast for President in the most recent Presidential election, or upon resolution approved by a majority of the City Council, requesting the Commission to convene, the commission shall meet to consider the proposals set forth in such petition or resolution. All meetings shall be held in the Mounds View City Hall unless meeting notices state otherwise. All meetings shall comply with the Minnesota Open Meeting Law (Minnesota Statutes, Section 471.705, as amended). The meetings will be conducted in accordance with *Robert's Rules of Order Newly Revised*.

Section 2. Special Meetings. The Chair or any two members of the Commission may call a special meeting to transact any business stated in the meeting notice in accordance with state law. Notice of the special meeting shall state the time, date, place and business to be conducted at the special meeting. Notices may be delivered by email or any method of contact that provides an acknowledgement of receipt of the notice. Any member that does not acknowledge receipt must have the notice delivered in person or mailed to the member's designated mailing address at least three days prior to the special meeting. The business to be considered at special meetings shall be limited to that stated in the meeting notice unless all members of the Commission are present and vote unanimously to conduct additional business.

Section 3. Quorum. In accordance with Minnesota Statutes Section 410.05, as amended, a quorum shall be defined as follows: If there are nine (9) qualified and acting members, then five (5) members shall constitute a quorum. If there are less than nine (9) qualified and acting members, then four (4) members shall constitute a quorum for the purpose of conducting the commission's business and exercising its powers and for all other purposes. If the commission lacks a quorum, a smaller number of members may set a time to reconvene the commission, continue to meet as a subcommittee if desired, and report their discussions to the commission.

Section 4. Order of Business.

The Commission shall use the following order of business at its meetings:

1. Call to Order
2. Roll Call.
3. Approval of Minutes.
4. Citizens Comments from the floor.
5. Reports of the Chair.
6. Reports from members or committees.
7. Unfinished Business.
8. New Business.
9. Adjournment.

Order of Business may be changed at a meeting by a majority vote of the commission members present.

Section 5. Committees.

The Commission may establish and appoint committees. Each committee must designate a Chair.

Section 6. Discharge of Members. Any member who has failed to attend four consecutive meetings, regular or special, without being excused by the Commission, may be discharged according to the provisions of Minnesota Statutes, Section 410.05, Subdivision 2, as amended.

ARTICLE IV - AMENDMENTS AND REVISIONS

Section 1. Bylaws Amendment Procedure. The Commission Bylaws may be amended by a resolution, made in writing, and adopted by a majority vote of qualified and acting members at a properly noticed meeting of the Commission.

Section 2. Charter Amendment Procedures.

The Charter may be amended as provided in Minnesota Statute 410.12, as amended, and summarized here by any one of the four following methods:

Method 1. The Charter Commission may by a majority vote of its members approve a resolution recommending an amendment to the Charter by Ordinance under Minnesota Statute 410.12 subd 7. Such an Ordinance must be published in the official newspaper two weeks prior to a public hearing on the matter and then requires an affirmative vote of all members of the City Council.

Method 2. The Charter Commission may by a majority vote of its members approve a resolution recommending an amendment to the Charter by requesting it be placed before the voters under Minnesota Statute 410.12 subd 1 - 4. If there is a general election scheduled to occur within six months, the City Council shall have such an amendment prepared and placed on the ballot at the general election. Proposed charter amendments must be submitted at least 12 weeks before the general election. If no general election is scheduled to occur within six months, the City Council shall prepare the amendment and call a special election within 90 days after the delivery of such amendment to the City Administrator.

Method 3. A number of voters equal to or greater than five percent of the total City of Mounds View ballots cast at the last State general election may, by petition, require the Charter Commission to review and request an amendment to the Charter which may then be submitted by the Charter Commission under the same guidelines set forth under method 1 or 2 above.

Method 4. The City Council may propose an amendment by ordinance without the initial request of the Charter Commission under Minnesota Statute 410.12 subd 5. Such an Ordinance shall be submitted to the Charter Commission for review and the Charter Commission can by request be granted an additional 90 days for review. After reviewing such proposed amendment, the Charter Commission shall approve or reject the proposed amendment or suggest a substitute amendment. The Council may submit to the people the amendment originally proposed by it or the substitute proposed by the Charter Commission.

Adopted: **November 10, 2016**



LEAGUE OF MINNESOTA CITIES

Constitution and Bylaws

As amended, June 2014

ARTICLE I

Name

Section 1. This organization shall be known as the League of Minnesota Cities and shall be referred to in this document as the League.

ARTICLE II

Purpose

Section 1. General. The purpose of the League is to sustain and advance the interests of its members by:

- A. Advocacy - Promoting and facilitating the development and expression of policies and positions concerning the structure and powers of local government, and represent those municipal interests before administrative, legislative, and judicial bodies at the local, state, and national levels.
- B. Training - Developing and providing—either alone or in concert with other governments, organizations or groups—conferences, seminars, workshops, and other training opportunities to help municipal officials better fulfill their responsibilities.
- C. Services - Developing and providing services and products for which individual members may not have adequate resources.
- D. Information - Encouraging the improvement of all phases of municipal government by collecting, developing, and providing information and advice on topics and issues affecting local governments, and by stimulating and fostering pertinent research projects.
- E. Facilitation - Fostering harmonious and cooperative relationships with local, state, and national organizations and agencies, as well as government entities at all levels, to explore common problems and develop mutually acceptable solutions.

ARTICLE III

Membership

Section 1. Membership. Any Minnesota city and any township having the powers of a statutory city under Minnesota Statutes Section 368.01 or other Minnesota general or special law may, by proper action of its governing body and

the payment of current member dues, become a member of the League.

Section 2. Termination of Membership. Membership in the League is terminated or suspended whenever a member withdraws by giving written notice to the League or when a member fails to pay dues, fees or assessments established and required by the League Board of Directors. Any member that has failed to pay dues within 180 days of the beginning of the League's fiscal year shall cease to be a member until such time as all dues, fees or assessments are paid.

Section 3. Delegates. Any officer or employee of a member may upon payment of applicable fees and charges, participate in League programs and services and shall be eligible to be a delegate at any official League meeting.

Section 4. Non-member Entities. In order to help cover costs of League programs and services, reduce the dues and fees charged to members, and generally help the League accomplish its purposes, the League Board of Directors may, subject to such reasonable terms and conditions as it may determine, authorize or revoke authorization for entities or organizations not otherwise eligible to be members, to participate in some or all of the League's programs and services. However, in no event shall any such entity or organization be entitled to vote on any League matter.

ARTICLE IV

Dues and Fees

Section 1. Establishment. The League Board of Directors shall set the annual dues for each member. The Board of Directors may increase the previous year's dues upon an affirmative vote of at least twelve members of the Board of Directors. Before acting on a proposed dues increase, written notice of the proposed increase shall be given to the members at least 60 days before the meeting at which the proposed increase will be considered.

Section 2. Basis of Dues. The dues for each member shall be based primarily on the population as established by the latest decennial Census, by an estimate made by the Metropolitan Council, or an estimate by the state demographer, whichever has the latest stated date.

Section 3. Special Assessments. A special assessment may be levied upon the members for League purposes upon recommendation of the Board of Directors and upon approval by a two-thirds vote of the members voting at an official member business meeting held in the manner indicated in Article VII.

ARTICLE V

Board of Directors

Section 1. Composition and Terms. A Board of Directors composed as follows shall govern the affairs of the League:

- A. Three Officers, consisting of a President, a First Vice-President, and a Second Vice-President, elected for one-year terms;
- B. Twelve Directors, elected for three-year terms (the terms shall be staggered so that at least four seats expire each year);
- C. Three ex-officio Directors, one designated by the Association of Metropolitan Municipalities, an organization serving metro-area cities; one designated by the Coalition of Greater Minnesota Cities, an organization serving greater Minnesota cities; and one designated by the Minnesota Association of Small Cities, an organization serving small cities. Such individuals shall serve one-year terms, beginning and ending at the League's annual business meeting, and shall be the President or an officer of the organization. None of these individuals shall serve more than three one-year terms. In the event any one of these individuals ceases to be the President or an officer of the designating organization, the designating organization shall designate the President or another officer to fill the remainder of the term. Filling a partial term shall be considered one of the three one-year terms that an individual may serve.
- D. The immediate Past-President of the League, provided that person continues to hold a Minnesota municipal office, ex-officio. In the event the immediate Past-President of the League can or will not serve, the Board may leave the position vacant or fill the vacancy with a Past-President who still holds a Minnesota municipal office; and
- E. The president or a vice-president of the National League of Cities, if a Minnesota city official, ex-officio.

The Board of Directors shall include an individual recommended by the City of Minneapolis and an individual recommended by the City of St. Paul. If a vacancy occurs in a seat held by a Minneapolis or St. Paul representative, then the Board shall fill the vacancy with another recommended person; or if the requirement cannot be met without the resignation of a current Board member, then the seat shall be left vacant until the next annual member meeting. Except for ex-officio seats, no city may have more than one representative on the Board. If after having been elected or appointed

to the Board, a member is appointed or elected to a position in a city that already has a representative on the Board, then the affected members may serve until the next Annual Business Meeting. If at the time of the next Annual Business Meeting the term of an affected Director is not expired or if one or more of the affected members is an Officer other than President, then one of the affected members shall resign his or her seat effective no later than the day preceding the next Annual Business Meeting and a vacancy shall be declared by the Board. If the affected members cannot agree on who is to resign, then at least 30 days prior to the Annual Business Meeting, the Board of Directors shall declare a vacancy, to become effective that day preceding the next Annual Business meeting, as to one of the seats based in order of the following considerations: 1) An Officer shall retain his or her seat over a Director; 2) An elected city official will retain his or her seat on the Board over an appointed official; 3) If the affected members are both elected officials, or are both appointed officials, then the more senior member (in terms of years of service on the Board) will be allowed to retain his or her seat, or if there is not a more senior member, the Board shall declare a vacancy as to one of the seats based on the criteria in the most recently adopted "Board and Officer Nominating Process and Selection Criteria." If the affected members cannot reach agreement on who is to resign and there is less than 30 days until the next Annual Business Meeting, then the Board shall act as soon as reasonably practical prior to the Annual Business Meeting to declare a vacancy. The members of the Board of Directors shall hold office for their designated terms, and until their elected or appointed successor has signified their acceptance. The new members of the Board of Directors shall take office immediately after the close of the annual business meeting. Officers and directors serving three-year terms shall go through the Board election process.

Section 2. Eligibility to Serve. To be eligible to be elected and to serve, or continue to serve, on the Board of Directors, a person shall be an elected official or employee of a member.

Section 3. Election of Board of Directors. Each year the President shall appoint a committee that shall evaluate prospective candidates for officer positions and the twelve members of the Board of Directors who serve three-year terms and make a recommendation to the members at the annual business meeting. All Board members except ex-officio members shall be elected at the annual business meeting.

Section 4. Vacancies. Vacancies on the Board of Directors shall be governed by the following provisions:

- A. A vacancy shall occur in a position on the Board of Directors upon the happening of any of the following events:
 1. The person ceases to be an elected official or employee of any member.
 2. The person resigns their position by written notice

to the President or the Executive Director, or otherwise becomes permanently unavailable to serve on the Board.

3. The person engages in behavior or commits an offense which is inconsistent with the role of a Board member, is deemed unbecoming of a Board member or that reflects poorly on the League as determined by two-thirds of all the remaining members of the Board.
4. The Board declares a vacancy due to prolonged absence as provided in Section 5.

B. Officers. A vacancy in the office of President shall be filled by the succession of the First Vice-President. A vacancy in the office of First Vice-President shall be filled by succession of the Second Vice-President. A vacancy in the office of Second Vice-President shall be filled by appointment by the Board of Directors from the members of the Board of Directors.

C. Directors. Any vacancy in the office of a Director shall be filled for the remainder of the term by the Board of Directors, subject to approval by the members at the next annual business meeting.

D. Vacancies of six months or less. Notwithstanding the above, if a vacancy occurs less than six months before the date of the annual business meeting, the Board of Directors may choose to leave the position vacant and have it filled by the members at the annual business meeting.

Section 5. Attendance Requirements. If a member of the Board of Directors is absent for three consecutive meetings or is absent for any four regular meetings during any consecutive 12-month period commencing July 1, the Board of Directors may declare that person's seat vacant and the vacancy shall be filled as provided in section 4.

Section 6. Meetings. The Board of Directors shall meet at such times as may be determined by the Board, the President, or by any three members, but shall assemble to meet at least four times annually. Notice of the Board meeting shall be provided in the manner established by Board resolution. At any meeting the Board of Directors may adopt further rules governing its proceedings. Otherwise, parliamentary procedure shall be according to the latest revision of Robert's Rules of Order.

Meetings shall be in person with the exception that non-assembled meetings by telephone conference or other electronic means shall be authorized if the President and Executive Director agree in advance that a non-assembled meeting is desirable. The Board may establish policies to govern Board members' attendance to assembled, in-person meetings by telephone or other electronic means.

Section 7. Quorum. A quorum of the Board of Directors is ten members and action by the Board of Directors shall require the favorable vote of a majority of those present, but not less than six members.

Section 8. Powers. The Board of Directors shall be responsible for the general management of the affairs of the League, subject to the provisions of the Constitution. It may do all things reasonable and necessary to further the purposes of the League, including but not limited to:

- A. Appoint the Executive Director and fix the rate of pay and benefits for the position.
- B. Authorize other League staff positions.
- C. Adopt a budget for League operations for each fiscal year.
- D. Determine the various committees to be appointed.
- E. Purchase, own, mortgage, lease or convey such real estate and other property in the name of the League, in the name of a non-profit corporation governed by the members of the League Board of Directors, or in the name of any member when authorized by that member, as may be necessary for the purposes of the League. This grant of authority shall include power to purchase or sell on a contract for deed or conditional sales contract or otherwise.
- F. Authorize officers, agents or employees to enter into any contract or execute and deliver any instruments or obligations in the name of and on behalf of the League.
- G. Create corporations, establish affiliate municipal organizations, or enter into appropriate partnerships with public or private entities.
- H. Unless proscribed by the terms of this Constitution, the Board of Directors may delegate the management of League affairs to the League Executive Director or the Board Executive Committee, consisting of the officers and the immediate Past-President, provided the League Board of Directors retains ultimate responsibility for management of League affairs.

Section 9. Duties of President. The President shall be chair of the Board of Directors. The President shall preside at the annual business meeting and all other meetings of the League, but may designate others to preside instead. Except as otherwise provided by this Constitution, the President shall appoint all committees established by the Board of Directors or by the Constitution and shall appoint representatives of the League to such non-League bodies as may be appropriate.

In the absence of the President, the First Vice-President shall act as President. In the absence of both the President and First Vice President, the Second Vice-President shall act as President. In the absence of all Officers, the Board of Directors shall choose a chair from among its members.

Section 10. Executive Director. The Executive Director shall be the chief administrative officer of the League, subject to the general supervision of the Board of Directors. The Executive Director shall be appointed by the Board of Directors for an indefinite period and may be removed at will by the Board of Directors. The Executive Director shall have the authority to appoint, discipline, and remove League employees; to establish terms and conditions of their employment; and to define their

duties and responsibilities. Appointment, discipline, and removal of the General Counsel shall be subject to approval by the Board of Directors.

The Executive Director shall submit to the Board of Directors and to the membership an annual report of League affairs, services, and finances which shall be communicated to members in a manner deemed appropriate by the Board of Directors. The Executive Director shall be responsible for all League records, accounts, and property. The Executive Director shall cause an official record of all meetings of the League to be made. The Executive Director and employees designated by the Executive Director shall post a fidelity bond at League expense.

ARTICLE VI

Finances

Section 1. Fiscal Year. The fiscal year of the League shall be from September 1 through August 31 of the following year.

Section 2. Duties of Secretary-Treasurer. The Executive Director shall act as the Treasurer and handle all League funds. The Executive Director shall prepare an annual budget of revenues and expenditures for consideration by the Board of Directors and shall limit expenditures to the total budget approved by the Board of Directors and any fiscal policies adopted by the Board.

Section 3. Audit. The Executive Director shall have an audit of the accounts and finances of the League conducted at the end of each fiscal year. The audit shall be conducted by a certified public accountant selected by the Board of Directors. The results of each annual audit shall be provided to the Board of Directors for its review and acceptance.

Section 4. Finance Committee. The President shall appoint a finance committee, subject to approval of the Board of Directors. The First Vice-President shall serve as chair of the committee.

The finance committee shall review League finances and services, study the League's dues structure, recommend to the Board of Directors a budget for each fiscal year, receive and review the annual audit results, confer with the auditor and perform such other financial functions as the Board of Directors may direct.

ARTICLE VII

Member Meetings

Section 1. Annual Conference. The League shall hold an Annual Conference on the dates and at a place fixed by the Board of Directors.

Section 2. Annual Business Meeting. An annual member business meeting shall be held during the Annual Conference at a time to be determined by the Board of Directors and which shall be communicated to the members. The President shall appoint a nominating committee, and such other committees as the Board of Directors may authorize, at or before the beginning of the Annual Conference to make reports at the business meeting.

Section 3. Special Business Meetings. The Board of Directors may schedule and hold other member business meetings in conjunction with other statewide League conferences upon at least 30 days prior written notice to each member.

Section 4. Quorum and Voting Requirements. At any member business meeting, delegates from at least 20 members shall be considered a quorum. Only members shall be entitled to vote at meetings, and each member is entitled to one vote on all matters (which shall be the predetermined majority expression of the delegates from that member). Each member shall determine which one of its delegates may cast a vote on its behalf, except that the mayor of a member city, if present, shall be the member city's voting delegate in the absence of a decision of the member city to the contrary.

Section 5. Other Meetings. The Board of Directors may hold other member meetings for educational, legislative or other purposes, which may be statewide or regional, and may be for special classes of officers or employees or for municipal officers generally.

Section 6. Parliamentary Rules. At any business meeting the members may adopt further rules governing its proceedings. Otherwise, parliamentary procedure shall be according to the latest revision of the Robert's Rules of Order.

ARTICLE VIII

Legislative Policy Development Process

Section 1. Board of Directors Roles. The Board of Directors shall establish policies and priorities to guide the League's legislative advocacy efforts.

Section 2. Policy Development Process. To assist in the development of legislative policies and priorities, the Board of Directors shall establish a policy development process designed to encourage and maximize member input. The process may include but is not limited to strategies such as:

- A. Creation of specific legislative policy committees or task forces.
- B. Solicitation of member input through surveys or questionnaires.
- C. Statewide and/or regional membership meetings.

Section 3. Member Notification. At least once annually, the Board of Directors shall submit a report of the proposed legislative policies and priorities to the members.

ARTICLE IX

Miscellaneous Provisions

Section 1. Amendments. This Constitution may be amended after the first day of the Annual Conference by a two-thirds vote of all members voting, provided that the proposed amendments have been prepared in writing on or before the first day of the meeting and distributed to the delegates. An amendment in writing, offered from the floor without prior notice to the delegates, shall be permissible if it is an amendment to a proposed amendment, is on the same subject as the amendment it is proposed to amend, is germane to the amendment it is proposed to amend, and is approved by a two-thirds vote of the delegates in attendance and voting.

Section 2. Dissolution. If, at any regular or special meeting, three-fourths of the members of the League vote in favor of dissolution of the League of Minnesota Cities, the League shall be dissolved within 90 days of the date approving such action.

Immediately after a vote favoring dissolution, the Board of Directors shall proceed to settle any financial obligations pending against the League and to dispose of all property held by the League. Any funds remaining after all claims have been settled and all property disposed of shall be returned to each participating member in proportion to the annual dues fee paid by the member.

Section 3. Affiliates.

Subd. 1 The Board of Directors may, on application and by resolution, recognize as affiliates of the League, organizations whose membership consists predominantly of Minnesota cities, city officials, or city employees. The general purpose of such affiliations shall be to encourage consistent legislative policies and to foster cooperation and collaboration. The Board of Directors may require for affiliate recognition such conditions as to activities, membership, and finances as it deems appropriate.

Subd. 2. The League may enter into agreements with recognized affiliates to provide goods or services as agreed to by the League and the affiliate. The League may provide these services at a fee to the affiliate. The League may also enter into agreements with affiliates to jointly and cooperatively provide information and services to each organization's respective membership.

Subd 3. As an affiliate created by the League, the Association of Metropolitan Municipalities shall provide information and services to cities within the seven county metropolitan area as specified in MS 473.121, subd. 2. Principally, the Association will provide information and services that are related to, or affected by the policies, systems and programs provided by or are within the jurisdiction of the Metropolitan Council. Should the Association of Metropolitan Municipalities or a successor affiliate dissolve the responsibility for providing the information and services will revert to the League.

**City of Scandia
Parks & Recreation Committee Bylaws**

Approved by the City Council, February 21, 2017

Section 1. Name. The name of this Committee is the Scandia Parks and Recreation Committee, hereinafter called the SPRC.

Section 2. Purpose. The purpose of the SPRC is to advise the Scandia City Council on all matters relating to a park and recreation program in the city, as described in Attachment A, Duties and Functions of the Scandia Park and Recreation Committee, approved by the City Council on February 20, 2007 and as may be amended by the Council from time to time.

Section 3. Membership. The SPRC is made up of Scandia residents appointed by the City Council according to the requirements of Section 8 of Ordinance No. 125.

Section 4. Officers and Duties. The SPRC shall have a chair and vice-chair. The term of office shall be one year. Election of officers will be held at the first meeting of March of each year. Appointment of the chair and vice chair is subject to approval by the City Council. The duties of the officers and members are as follows:

A. Chair

1. The chair shall organize, convene and chair all meetings of the SPRC.
2. The chair will set and prepare the agendas for meetings.
3. The chair will lead the development of a committee work plan, implementation of the long-range plan and list of annual priorities for approval by the Committee and by the City Council.
4. With the consent of the members and subject to approval by the City Council, the chair may create subcommittees and appoint SPRC members to those subcommittees.
5. The chair shall act as liaison between the City Council and the SPRC, reporting to the Council on activities as needed (quarterly, bimonthly etc.).
6. The chair shall coordinate the need for staff support of the SPRC with the City Administrator.
7. The chair shall represent the Committee as needed in dealings with outside agencies and organizations on matters pertaining to Park and Recreation activities.

B. Vice-Chair

1. The vice-chair shall act as an aide to the chair in fulfilling his/her duties as chair.
2. In the absence of the chair, the vice-chair shall assume the duties of the chair.

C. General Membership Responsibilities. All SPRC Members are responsible to:

1. Attend and participate in regular and special meetings in order to carry out the mission and duties of the committee;
2. Express oneself, clearly and concisely, both orally and in writing, with tact, diplomacy and good judgment;
3. Establish and maintain effective public relations when representing the Committee;

4. Have an understanding that they represent all Scandia residents and make recommendations on their behalf, to the best of their ability; and
5. Participate in any subcommittees to which they may be appointed.
6. If a member fails to attend meetings, fails to fulfill their responsibilities, or violates these bylaws, the SPRC may recommend that the City Council replace the member.

Section 5. Meetings.

- A. Regular Meetings.** Regular meetings will be held on the first Monday of each calendar month at 7:00 p.m. Any regular meeting falling upon a holiday shall be held on the first Thursday of the month at the same time and place, unless otherwise determined by a majority vote of the SPRC. Meetings shall be held at the Scandia Community Center, 14727 209th Street North, unless notice of the alternate location is given to the members and the public at least 72 hours in advance of the meeting.
- B. Special Meetings.** Special meetings of the Committee may be called at any time by the chair or the vice-chair, in the chair's absence with 72 hours advance notice to the public and to members.
- C. Quorum/ Voting.** A majority of the number of officially appointed members shall constitute a quorum. A majority of the entire membership shall decide all issues. Conduct of meetings shall be based on Robert's Rules of Order, Newly Revised, 10th Edition.
- D. Public meetings.** Except as otherwise provided in the open meeting law, all SPRC meetings, including special or sub-committee meetings, shall be open to the public. Public notice of meetings shall be given by posting committee agendas at the Community Center at least 72 hours prior to the meeting.
- E. Minutes of meetings.** Minutes of each SPRC meeting shall be prepared by the City Clerk or his/her designee and delivered to each member of the SPRC within 14 days of each meeting. At the next regular meeting following such delivery, Chair shall call for any additions or corrections. If there is no objection to a proposed addition or correction, it may be made without a vote of the SPRC. If there is an objection, the SPRC shall vote upon the addition or corrections. If there are no additions or corrections, the minutes shall stand approved.

Section 6. Order of Business.

- A. Order established.** Each regular meeting of the SPRC shall convene at the time and place appointed. SPRC business shall be conducted in the following order:
 1. Call to Order
 2. Public Forum
 3. Approve Agenda
 4. Approve Minutes
 5. Reports

6. Old Business
7. New Business
8. Items for next agenda
9. Adjournment.

B. Varying order. The order of business may be varied by the presiding officer.

C. Agenda. The clerk shall prepare an agenda of business for each regular SPRC meeting and file a copy in the office of the clerk not later than seven calendar days before the meeting. The agenda shall be prepared in accordance with the order of business and copies shall be delivered to each SPRC member and posted at the community center as far in advance of the meeting as time for preparation will permit. No item of business shall be considered unless it appears on the agenda for the meeting or is approved for addition to the agenda by a majority vote of the SPRC members present.

D. Agenda materials. The clerk shall see that at least one copy of printed materials relating to agenda items is available to the public in the meeting room while the SPRC considers their subject matter. The agenda items shall not be considered unless this provision is complied with. This section does not apply to materials that are classified as other than public under the Minnesota Government Data Practices Act or materials from closed meetings.

Section 7. Amendments. These bylaws may be amended at any regular meeting of the SPRC by a majority vote of the membership, provided that notice of the amendment has been given to all members in writing one regular meeting prior to the meeting at which the amendment will be voted. These bylaws and amendments thereto are subject to approval by the City Council.



PARKS COMMISSION COMMUNICATION

DATE: June 17, 2019

REGULAR MOTION

AGENDA ITEM: Sally Manzara Interpretive Nature Center Patio Addition
SUBMITTED BY: Ben Prchal, City Planner
REVIEWED BY: Ken Roberts, Planning Director

BACKGROUND:

The Friends of Lake Elmo approached the City with the request to install a patio addition to the back of the Sunfish Nature Center building. The MN Land Trust has had a chance to review their request and the Trust has provided approval. Since the May 20th, 2019 meeting where the topic was initially discussed, the Parks Commission requested more information to help aide in their recommendation.

ISSUE BEFORE COMMISSION:

Would the Commission like to recommend approval of the Construction of the proposed Patio?

PROPOSAL DETAILS/ANALYSIS:

Land Trust Review:

Being that the Land Trust has some jurisdiction over the park, the Nature Center needed to run their proposal past them and receive approval as well. They submitted their proposal to the Land Trust and have received approval from the Land Trust. The approving letter has been included as an attachment. The Land Trust believes that the improvement to the property is in line with their values and does not conflict with the conservation easement over Area 2.

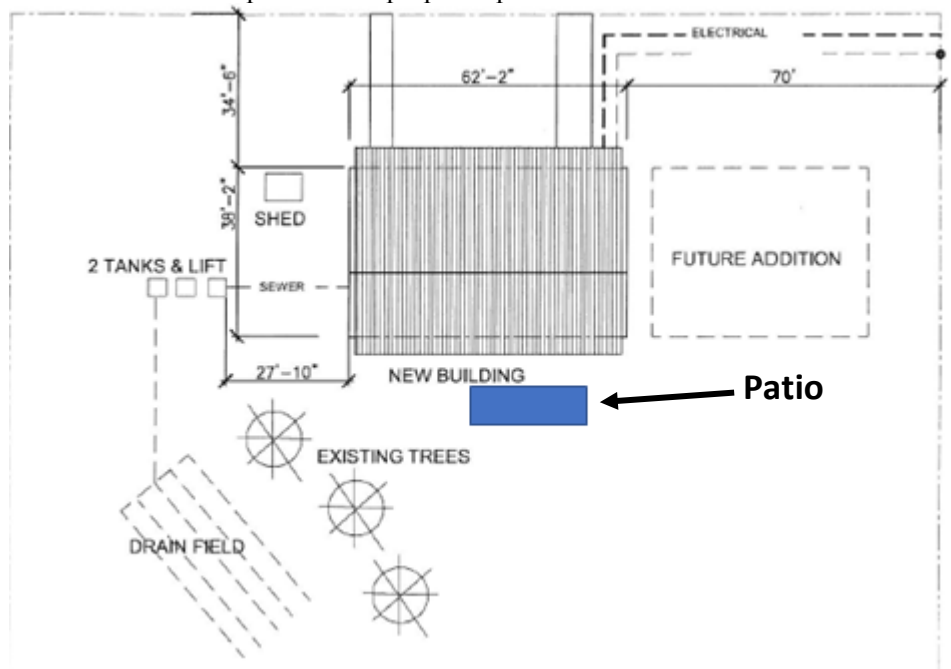
City Review:

From Staffs perspective, the City Code doesn't necessarily provide specific language to indicate one way or another as to if a patio a patio should or should not be allowed. Because of this, Staff is reviewing it from the perspective that it would be allowed because a patio is allowed in any other district so long as the setbacks could be maintained and the impervious surface allowance is not exceeded. The portion of the park that the patio will go on is 151 acres and the percentage of impervious surface that is being applied to the property is a severely small number. The proposal consists of a 15 ft. by 35 ft. patio area which measures out to 525 sqft.

Regarding the setbacks, the graphic that has been provided is not necessarily helpful in obtaining an accurate setback distance but Staff can reasonably deduce that there is a sufficient setback. The code for the Public Facility setback is listed as 50 ft. for accessory buildings. Staff was able to reasonably figure out that the patio would be +/-160 ft. from the property line.



The next item that Staff would review is the distance to the septic tanks and drain field. Washington County requires a 5 ft. setback from sewage tanks and a 10 ft. setback from drainfields. The patio is setback a sufficient amount from both features. The blue represents the proposed patio.



LEASE AGREEMENT:

The City has a lease agreement established for the operation of the Nature Center and the agreement requires alterations or improvements to the site must receive written approval from the City before commencement. Staff believes this proposal to be an item that requires written approval of the City Council. The Lease agreement is attached for further review.

FISCAL IMPACT:

Staff does not foresee a fiscal impact for the City. However, there is a possible impact if the Nature Center and Patio did need to be removed. Article 6 of the Lease agreement for the Nature Center outlines the escrow funds that are reserved for removal of the structure. Currently \$20,000 is being held to remove the building, if necessary. It is reasonable to conclude that additional improvements could raise the needed escrow amount. Staff estimates that the removal cost of a concrete patio would be around \$3.00 to \$4.00 per square foot. If the Commission believes it is needed, the estimated escrow amount to remove the patio would be \$2,100 with the total amount increasing to \$22,100.

OPTIONS:

- 1) Recommend approval of the Sally Manzara Nature Center patio.
- 2) Recommend approval of the Sally Manzara Nature Center Patio with an increase in escrow
- 3) Recommend denial of the Sally Manzara Nature Center patio.

COMMENTS AND RECOMMENDATION

Staff views the patio as an improvement to the Nature Center building and an improvement to the park. Since the previous meeting the landscaping area around the building has been cleaned up. Staff no longer believes there would need to be a condition to clean up the site before construction.

“Motion to recommend approval of the patio at the Sally Manzara Nature Center as presented”

ATTACHMENTS:

- Land Trust Letter
- Lease Agreement
- Patio Proposal



MINNESOTA LAND TRUST

April 15, 2019

Kristina Handt, City Administrator
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: Sunfish Lake Park (City of Lake Elmo)
Washington County
Our Project File ID #: 2009-387
Patio plan for Sally Manzara Interpretive Nature Center

Dear Ms. Handt:

The Minnesota Land Trust has reviewed the plan submitted by Tony Manzara to construct a new stamped concrete patio measuring 15 feet by 35 feet, to be located on the south side of the existing Sally Manzara Interpretive Nature Center building at Sunfish Lake Park. The plan for the patio is described in an exchange of emails between the City, the Land Trust, and Mr. Manzara.

Both the nature center and the proposed patio are in "Area 2," as described in Section 3.5 of the conservation easement protecting Sunfish Lake Park held by the Land Trust.

The proposed patio is consistent with the conservation easement and by this letter, the land trust hereby approves the plan to construct the patio.

Thanks very much.

Sincerely,


Kris Larson
Executive Director

cc: Ben Prchal, City Planner
Tony Manzara

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

This Development, Lease, License and Operating Agreement (this "Agreement") is entered into effective as of this 21st day of April, 2017 (the "Effective Date") by and between the City of Lake Elmo, a Minnesota municipal corporation (the "City") and the Friends of Lake Elmo's Sunfish Lake Park, a Minnesota non-profit corporation (the "Friends").

RECITALS

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II NATURE CENTER OPERATIONS

1. Friends' Responsibilities.

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

and regulations governing the use of the Nature Center Building and the Property shall be conspicuously posted by the Friends on the premises.

2. City's Responsibilities.

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

**ARTICLE III
FINANCIAL**

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

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

3. Tax Exempt Status. The Friends covenant and agree that the Nature Center Building is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real

estate taxes. The Friends shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center Building of its tax exempt status in the year of termination of this Agreement and year after termination.

ARTICLE IV

LEASE OF NATURE CENTER BUILDING SITE AND LICENSE TO USE PROPERTY

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

2. License to Use Property. The City hereby grants the Friends a non-exclusive license to use the remainder of the Property for nature center activities, including, but not limited to, self-guided or naturalist-guided nature walks, cross-country skiing, hiking and sledding. With the City's permission, the Friends may place features or equipment on the Property that are related to the use of the Property as a nature center. Any cameras placed in the park for programming purposes by the Friends must be approved by City staff and consistent with any camera protocol procedure or policy adopted by the City.

3. Use of the Nature Center Building Site and the Property. The Friends shall use the Nature Center Building Site and the Property for nature center uses and for no other uses whatsoever. The Friends agree that throughout the term of this Agreement, it shall not use the Nature Center Building Site or the Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural

gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde. However, this paragraph will not be interpreted as forbidding the proper storage by the Friends of reasonable amounts of hazardous substances commonly used in the operation of a nature center, such as fuels (e.g. gasoline, diesel fuel or propane), equipment and vehicle maintenance fluids (e.g. anti-freezes, lubricants, engine cleaners), materials used for coating structures or furniture (e.g. paints, varnishes), and materials used for craft work or specimen preservation (e.g. epoxies, urethanes, acrylic monomers, or formalin). The storage and disposal of these substances must be in compliance with all local, state and federal regulations and requirements and any licenses or permits must be obtained, if required.

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

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

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

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

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

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

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

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

ARTICLE V INSURANCE AND LIABILITY

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

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

3. Insurance.

- a. Insurance to be Maintained by the Friends. The Friends shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center Building Site and the Property as a result of its operation of the Nature Center Building. Coverage shall be maintained at a minimum of

\$1,500,000 each occurrence. The Friends shall also maintain property damage insurance for the Nature Center Building. The Friends shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. The Friends shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. The Friends shall also maintain workers' compensation insurance for its employees.

- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for the Property, with the exception of the Nature Center Building.
- c. Subrogation. The Friends and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.

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

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

ARTICLE VI GENERAL PROVISIONS

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

If the breach is a material breach, the City may terminate this Agreement and at its option either use the escrow fund to demolish the Nature Center Building, or choose to keep and use the Nature Center Building. In the latter case, the Friends shall surrender the Nature Center Building

and Nature Center Building Site to the City upon payment of the Appraised Value of the Nature Center Building. The “Appraised Value” shall be determined as follows:

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

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

In the event that the Friends are unable to continue the operation and maintenance of the Nature Center Building, the Friends may terminate this Agreement. The Friends shall provide the City with written notice of the termination at least 60 days prior to the effective date of termination. The Friends may choose to donate the Nature Center Building to the City, provided that the City is willing to accept it or remove it. If the City will not accept the Nature Center Building, the Friends must remove it. In the event that the Friends remove the Nature Center Building, the Friends must remove all debris and restore the Property to its original condition.

2. Building Name. If the Friends donate the Nature Center Building to the City, the City may change the name of the building if the City converts the building to another use. If the Nature Center Building continues to be used as a nature center by the City, it shall continue to be known and referred to as the “Sally Manzara Interpretive Nature Center.”

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

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

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

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

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

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


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

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

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

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

CITY OF LAKE ELMO

By: 
Mike Pearson
Its: Mayor

By: 
Julie Johnson
Its: City Clerk

FRIENDS OF LAKE ELMO'S SUNFISH LAKE PARK

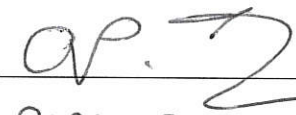
By: 
Its: PRESIDENT

EXHIBIT A
Legal Description of the Property

Exhibit A

Legal Description of the Protected Property

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

EXCEPT:

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

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

AND ALSO EXCEPT:

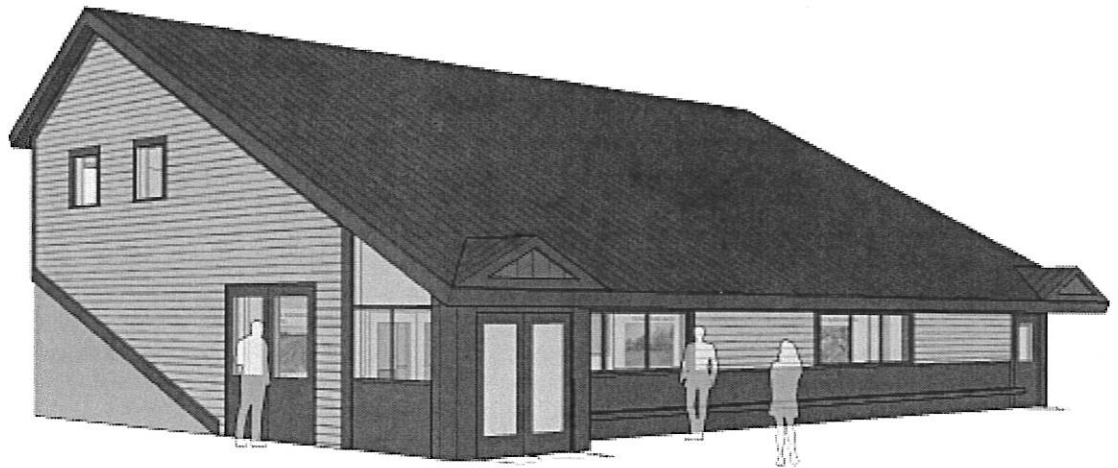
All that part of the South 40 acres of Government Lot 5, Section 10, Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

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

EXHIBIT B

Preliminary Plans for the Nature Center

The image reproduced here represents a more complete preliminary plan contained in the accompanying document "Roger Tomten SUNFISH NATURE CENTER 040117 update"



1 NORTH EAST PERSPECTIVE
8 NO SCALE

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
ARCHITECT
10000 15TH AVE S
MINNEAPOLIS, MN 55425
(612) 833-1111

PRELIMINARY DESIGN FOR THE:
SALLY MANZARA INTERPRETIVE NATURE CENTER
SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
3 APRIL 2011
TOMTEN ARCH

SHEET
8
OF 8

EXHIBIT C

Description of Nature Center Building Site

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

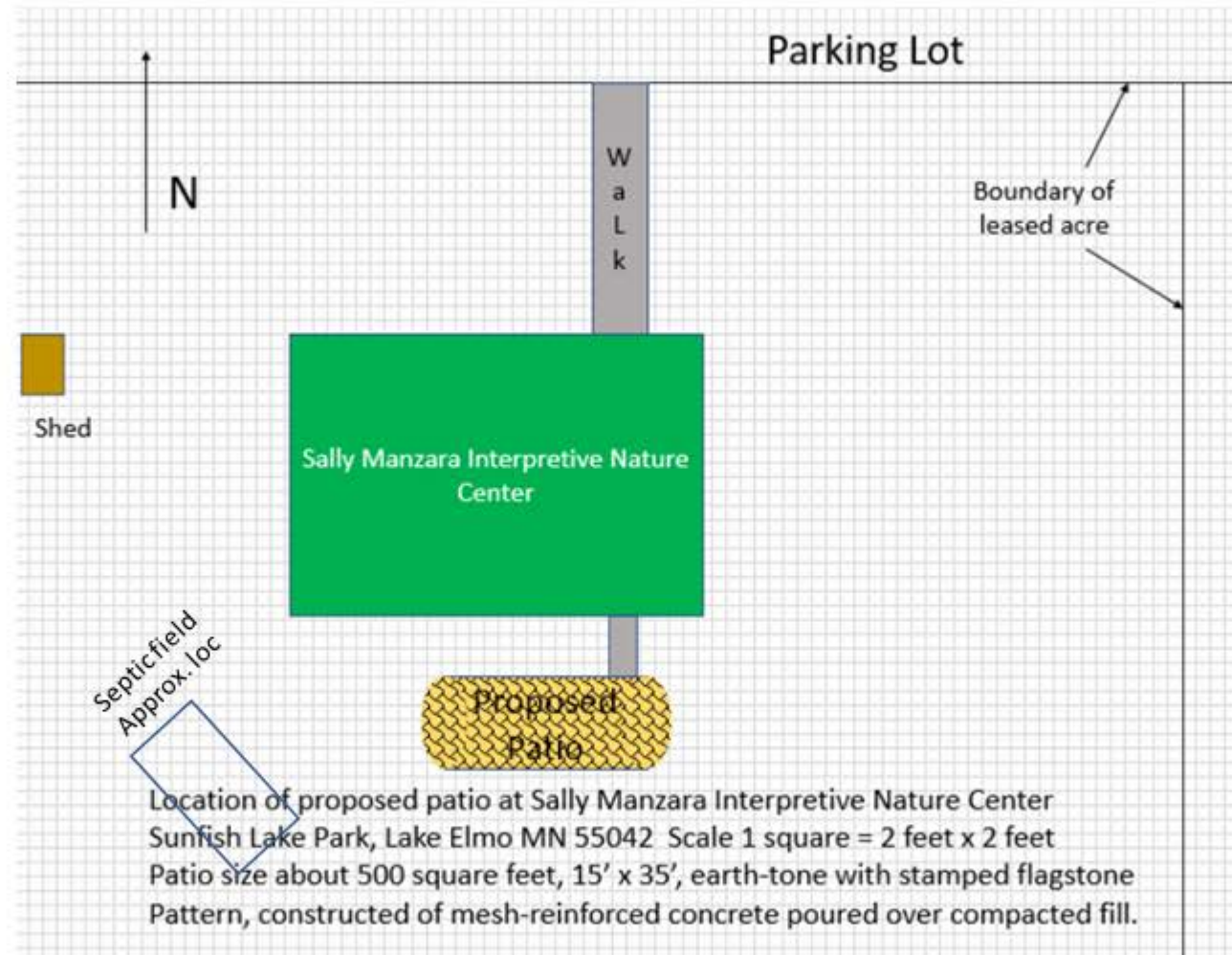
EXHIBIT D

Mission Statement

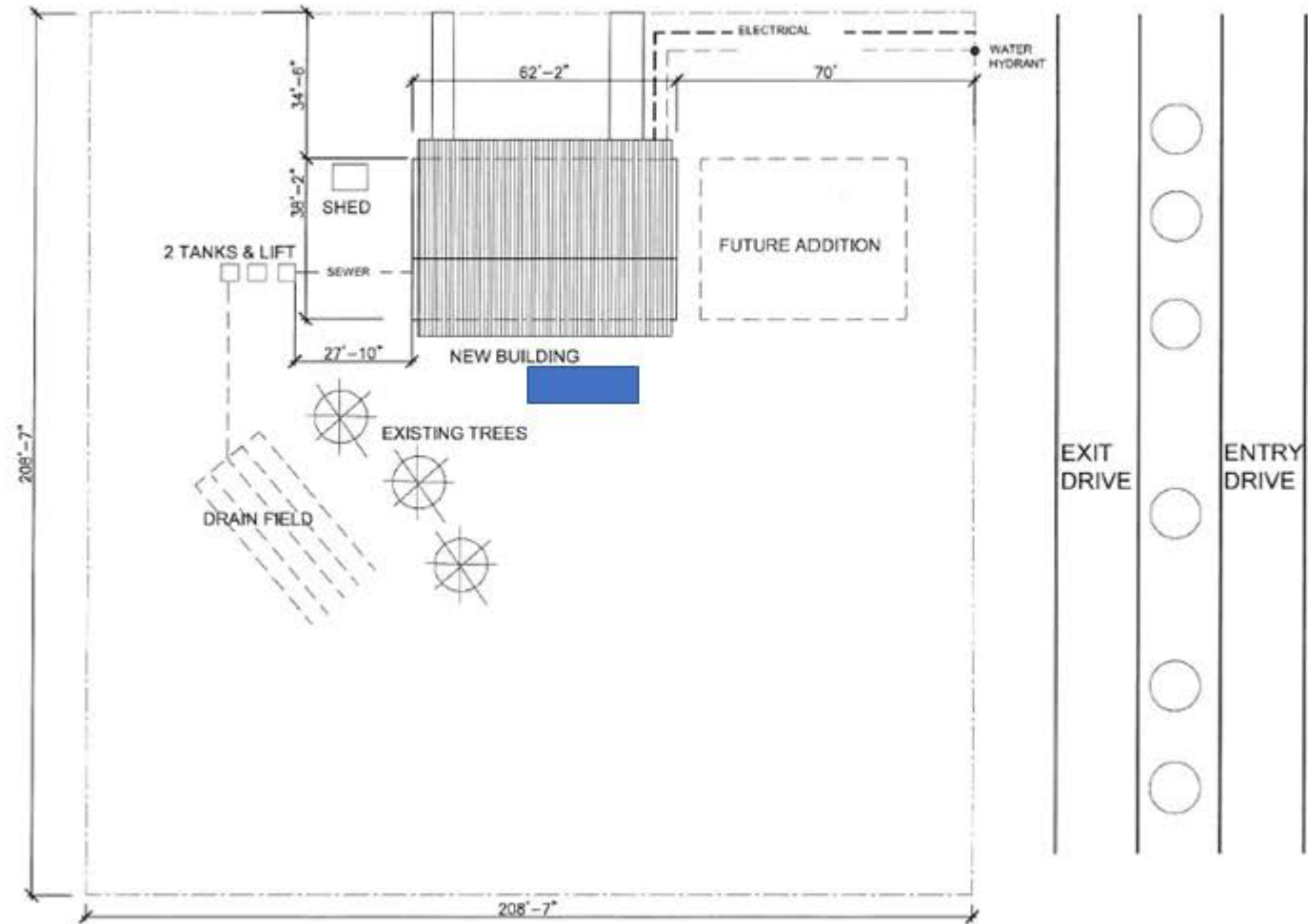
The Sally Manzara Interpretive Nature Center –

- Stands as a symbol of the Stewardship of our community for its natural surroundings and heritage
- Serves as a focus of community activities related to outdoor life
- Provides a place where people of all ages can learn about the unique natural history and ongoing ecology of Sunfish Lake Park
- Teaches general environmental awareness via specific local examples
- Honors the agricultural heritage of Lake Elmo





EXISTING PARKING LOT



SITE PLAN
10/21/18 1:10 PM 1/1/21



STAFF REPORT

DATE: 6/12/2019

REGULAR

MOTION

TO: Park Commission
FROM: Marty Powers, Public Works Director
AGENDA ITEM: Security Light Improvements – Pebble Park
REVIEWED BY: Ben Prchal, City Planner Director
Kristina Handt, City Administrator

BACKGROUND:

As part of the May 20, 2019 Park Commission meeting, the Park Commission requested staff solicit quotes for security lighting improvements at Pebble Park. \$65,000 was budgeted for 2019 Pebble Park capital improvement projects.

ISSUE BEFORE THE PARK COMMISSION:

Does park commission wish to except the lowest responsible quote and recommend Pebble Park security lighting Improvements?

PROPOSAL:

If approved the following lighting improvements will take place:

- Add one metal 30' pole with LED security light and electrical receptacle off South/West pavilion corner
- Add one metal 30' pole with LED security light on north end of parking lot
- Replace and raise two existing security lights on west corners of tennis court with LED fixtures

FISCAL IMPACT: Three quotes were submitted and are as follows:

Kilmer Electric \$12,880.00
T&M Electric \$28,124.00
Stabner Electric \$14,650.00

Funding for the above listed lighting improvements will not exceed \$15,000 and shall be paid by Park Dedication Funds.

OPTIONS:

- 1) Approve and Recommend quotes to move to council.
- 2) Deny recommending lighting improvement quotes to council
- 3) Table recommending lighting improvement quotes to council

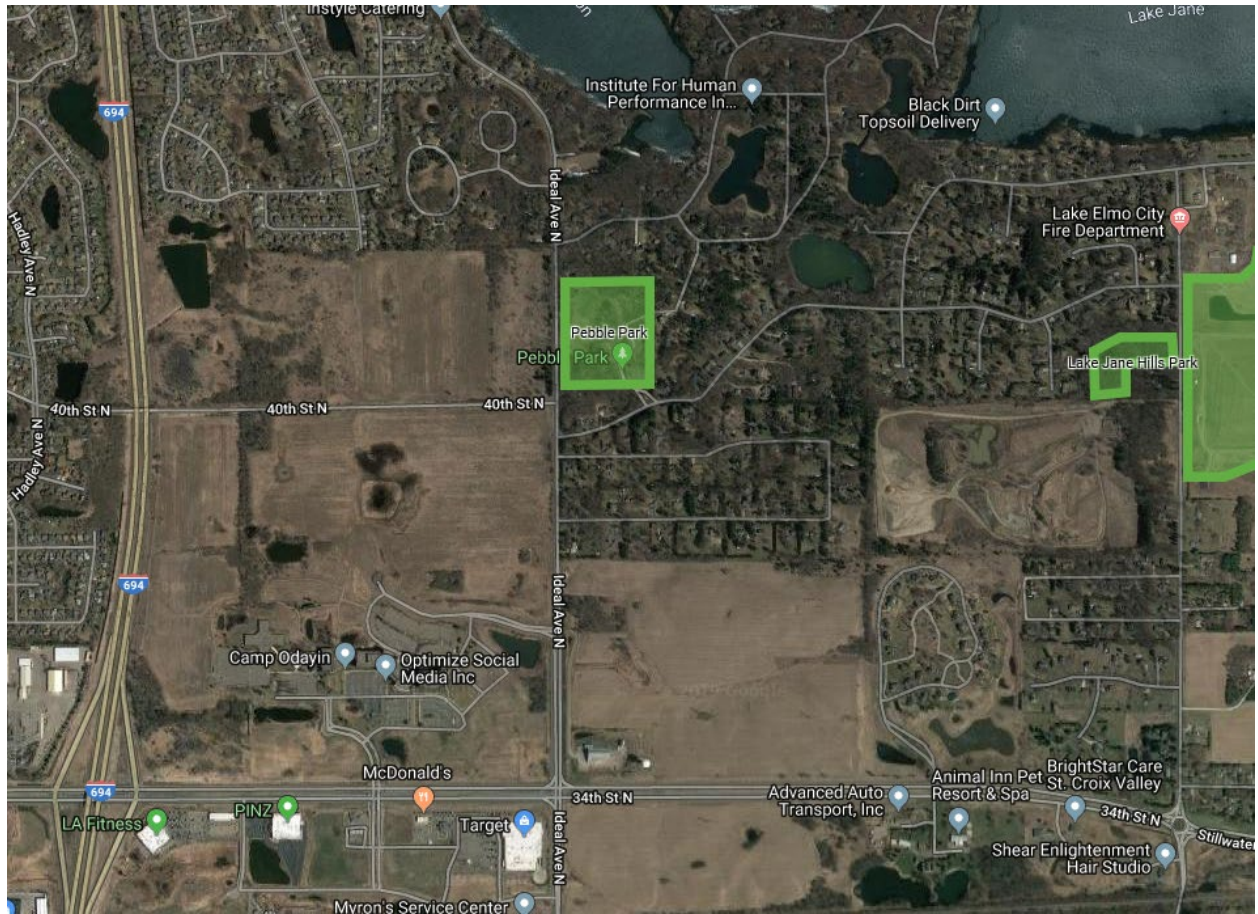
RECOMMENDATION:

“Motion to approve and recommend quote for Pebble Park Security Lighting Improvements to _____ Electric for an amount not to exceed \$15,000”

ATTACHMENTS:

- Killmer Electric Quote
- Stabner Electric Quote
- T & M Electric Quote

Pebble Park, 8160 Lake Jane Trail, Lake Elmo



PROPOSAL

KILLMER ELECTRIC CO., INC.

5141 Lakeland Avenue North Crystal, Minnesota 55429

Telephone: (763) 425-2525 Fax: (763) 424-1258

PROPOSAL SUBMITTED TO City of Lake Elmo		PHONE 651-747-3900	DATE 6/3/2019
STREET 3880 Laverne Avenue North		JOB NAME Security Lights Upgrades	
CITY, STATE & ZIP CODE Lake Elmo, MN 55042		JOB LOCATION Lake Elmo Park	
ATTN: Marty Powers	DATE OF PLANS	FAX	JOB PHONE

We hereby submit specifications and estimates for:

Killmer Electric Co., Inc. proposes the following:

To provide and install 2 - 30' poles with Leo-Tek AR13 fixtures,
including conduit, wire & connections. Replace (2) existing
fixtures on existing poles (to remain) Leo-Tek AR13.

TOTAL: \$12,880.00

NOTE: Leo-Tek is a trusted brand with 10-year warranty. Using a 5-year
warranty fixture would results in a DEDUCT of approximately \$1,200.⁰⁰

Price is predicated on the following:

- Final restoration by Owner (pipe will be plowed).
- Electrical permit included.
- All taxes included.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

Twelve Thousand, Eight Hundred Eighty and no/100----- \$12,880.00

All material is guaranteed to be as specified. All work to be
completed in a workmanlike manner according to standard
practices. Any alteration or deviation from above specifications
involving extra costs will be executed only upon written orders,
and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays
beyond our control. Owner to carry fire, tornado and other
necessary insurance. Our workers are fully covered by
Workman's Compensation Insurance.

Authorized
Signature

Brian Palmer

Note: This proposal may be withdrawn by us if not accepted with _____ days.

Acceptance

Signature

Date

Stabner Electric LLC

11800 - 120th Street North
Stillwater, MN 55082
651-777-6770

PRELIMINARY ESTIMATE

Date	Bid #
6/3/2019	593

Name / Address
CITY OF LAKE ELMO ROB WELDON (PUBLIC WORKS) 3880 LAVERNE AVE. N SUITE 100 LAKE ELMO, MN 55042

Project Address	
PARKING LOT POLES	
Project City	LAKE ELMO
Project Name:	CITY OF LAKE ELMO

Description	Allowance	Amount
BID FOR ELECTRICAL WORK ON PARKING LOT POLES NEW LIGHT POLES BY PAVILION: - INSTALLING 2 NEW METAL LIGHT POLES WITH LED SECURITY LIGHT FIXTURES - CONTROLLED BY PHOTO CELL - 1 RECEPTACLE INSTALLED ON EACH POLE - CONCRETE BASE/FOOTINGS UPGRADE LIGHTING BY TENNIS COURTS: - UPGRADE EXISTING LOWER LIGHT FIXTURES ON TENNIS COURT POLES TO LED FIXTURES - RAISE LOWER FIXTURE UP SO THEIR COVERAGE IS SHINING BETTER ON PARKING LOT - ELECTRICAL PERMIT TOTAL FOR ABOVE MATERIALS, LABOR & EQUIPMENT		14,650.00

Thank you for the opportunity to bid your job!	Bid Total \$14,650.00
--	------------------------------



Ph: 651-967-0280 | info@mandtelectric.com

ESTIMATE

06/12/2019

SID #: 1906016

Prepared By: Timothy Chapeau

Customer: City of Lake Elmo
Address: 3445 Ideal Ave N
Lake Elmo, MN 55042
Contact: Marty Powers
Phone: 651-747-3941
Email: MPowers@lakeelmo.org

Job Name: Security Lighting @ Pebble Park
Jobsite Address: 8160 Lake Jane Trail
Lake Elmo, MN 55042

JOB ITEMS

Add 2 New Light Poles With Outlet

\$17,416.00

M & T will install two new 30' light poles with 300w light fixtures and photo-eye controlled in each location. One light pole will have a GFCI receptacle with metal in use cover at the pavilion. One light will be adjacent to the parking lot. Each of these poles will include a new concert base.

Clarifications:

- All private utilities shall be marked by others this will include wells, water lines, electrical lines, irrigation lines and alike.
- M & T will have gopher state one locate all public utilities.

Change 2 Heads At Tennis Court

\$10,708.00

Reconfigure existing light poles to accommodate 2 fixtures per pole (quantity 2 poles). We will add a 2 position bullhorn slip fitter and reinstall the existing fixture in one position and provide a new LED light fixture for the second position.

Change Out Service To Pad Mount

-

- Change out service and pour a concrete pad set new dot style enclosure. This price includes concrete work.
- The cost of this line item is not included in the quote totals. -Line item \$9568

TOTAL \$28,124.00

PAYMENT TERMS

This job requires a deposit of 50.00% (\$14,062.00) with additional payments of Remainder due upon substantial completion with no retainage allowed..

TERMS & CONDITIONS

This estimate will only be valid for 30 days and will automatically terminate if not accepted within that time frame. The price is then subject to change after the expiration of the estimate without notice.



ESTIMATE

06/12/2019
SID #: 1906016

Thank you for the opportunity to provide you with a quote for the above scope of work.

Timothy Chapeau, M&T Electric, Inc.

Please remit to:

M&T Electric, Inc.

7623 St. Croix Trail Ln. S.

Denmark Township, MN 55033

Phone: 651-967-0280

Email: info@mandtelectric.com

Please sign (Shows Approval)

Date

Please print Above Name



STAFF REPORT

DATE: June 17, 2019

REGULAR

ITEM #:

MOTION

TO: Parks Commission
FROM: Ben Prechal, City Planner
AGENDA ITEM: Park Dedication for Mixed Use Districts
REVIEWED BY: Ken Roberts, Planning Director

BACKGROUND:

An update to the City's Subdivision Regulations Ordinance was an item on the Planning Commission's 2018 Work Plan. The Planning Commission reviewed and made various amendments to the ordinance at its February 26 and March 26, 2018 meetings and City Council and adopted the ordinance on 4.3.2018. Since then, Staff has begun to plan for further amendments that address changes that will come forward with the Comprehensive Plan. The focus of this amendment will be on Mixed Use Districts, specifically brought up by the Mixed Use Business Park and Commercial land use.

ISSUE BEFORE THE COMMISSION:

Does the Commission agree with the proposed amendments for park land dedication requirements?

REVIEW AND ANALYSIS:

The City language in the subdivision code for park dedication requirements for subdivision. These are either a cash contribution or land contributed for park space. There are variations that the City can ask for when acquiring land or funds. The City can ask for funds and land, just land, or a cash contribution. Determining the most appropriate option is taken on a case by case basis, which the Comprehensive Plan has helped guide.

The existing table below does not provide a clear guide for Staff to follow. Except for the VMX district, it is unclear if Staff should apply the residential dedication requirements or if the commercial dedication requirements should apply.

Residential Requirements:

The table below provides a breakout for Staff to apply towards new developments based on the zoning district (with the exception of VMX). With this table Staff would either be recommending 10% of the value of the total land area as a cash contribution of 10% of the area dedicated for park space. Staff would like the Commission to recognize that Section 153.15 (C.) of the City code outlines the land that is deemed worthy for being accepted by the City.

<i>Zoning Districts</i>	<i>Minimum Required Land Dedication</i>
RS, V-LDR, GCC, LDR, MDR, HDR	10%
RE and OP Development	7%
RR and AG	4%
C, CC, LC, GP, BP, VMX	Fees as set by Council resolution

Lake Elmo Fee Schedule

Park Dedication		
Residential - Up to three lots	\$3,600.00 per lot	Four or more lots per §153.14
Commercial	\$4,500.00 per acre	

Commercial Requirements:

As noted on in the table above, the commercial, business, or mixed use zones only allow for a cash contribution as determined by the City Council. As of today that contribution would be \$4,500 per acre for commercial lots. The reason the City would like an automatic cash contribution for commercial development or subdivisions less than 3 lots is because the physical land dedication would be too small and create pocket parks or in an area that would not be appropriate for a park.

EXAMPLES FROM OTHER CITIES:

Mounds View:

Based off the code that Staff was able to find, it was unclear how a percentage was chosen beyond the criteria listed. It states that up to 10% may be collected but it seems like the percentage is less standard and chosen more on a case by case basis and is further confirmed by their fee schedule. This percentage seems to apply to any type of subdivision, commercial or residential.

Oakdale:

The City of Oakdale seems to have chosen to simplify their code in that they only have two categories, residential or commercial. Either a cash contribution would be made or land contribution would be made. Staff is speculating that the land contribution for commercial lots is based on square footage of the building being built and not the lot size.

Park Dedication Fees:	2018	2019
Land Dedication - Residential	.0167 acres/unit	.0167 acres/unit
Land Dedication - Commercial	.0058 acres/1,000 SF	.0058 acres/1,000 SF
Cash Dedication - Residential	\$2,886	\$2,886
	\$2,607	\$2,607
Cash Dedication - Commercial	\$ 467.00	\$ 467.00
	\$ 534.00	\$ 534.00
	\$ 267.00	\$ 267.00

Zoning Districts	Minimum Required Land Dedication
RS, V-LDR, GCC, LDR, MDR, HDR	10%
RE and OP Development	7%
RR and AG	4%
C, CC, LC, GP, BP, VMX	\$4,500/acre

As an example, if the City were to review a proposal with a 5,000 sqft building the collection for land would be .029 acres or \$2,335 (For commercial lots the City would only be taking cash contributions). These figures seem low when compared to what is normally collected. However, it is difficult to compare when Lake Elmo calculates a percentage on a per acre basis. Nonetheless, if this style of collection is viable to the Commission Staff would recommend increasing the numbers for the mixed use district.

Now regarding the residential collection, using Bentley Village as an example. Which has 240 units on around 40 acres (rounded to simplify). Following the Oakdale method this would equate to 4 acres of park land dedication (per unit) or \$11,544. $.0167 \times 240 = 4$ and the value is $4 \times \$2,886 = \$11,544$ or $\$2,607 \times 240 = \$625,680$ (Staff called but did not hear back to understand how they calculate per unit).

Lake Elmo will be collecting 10% of the land value. Staff has done a highly estimated (consider this an example and not hard numbers) calculation using the total value off the Washington County website. This collection method comes in rounded \$297,023 or \$1,237 per unit.

Value of total land \$5,309,300
Total Acres (pre subdivision) 71.5
 $5,309,300 / 71.5 = \text{cost per acre } \$74,255.9$
 Bentley Village at 40 ac * \$74,255.9 = \$2,970,237
Percentage Collected 10% * \$2,970,237 = \$297,023.77

Orono:

The City of Orono has a standard 8% land dedication rate across the board for either residential or commercial subdivisions. If cash is chosen over land dedication there is a range per dwelling unit for residential zones \$3,250-\$5,550 per dwelling unit. Staff is speculating that 8% would also apply to the cash contribution. Meaning it would be 8% of the value with a minimum and maximum established. Commercial is similar but with a different minimum and maximum, \$8,125-\$13,875.

Using Bentley Village as an example:

Value of total land \$5,309,300
Total Acres (pre subdivision) 71.5
 $71.5 \times 8\% = 5.72 \text{ acres dedicated}$
 or
\$3,250 * 240 units = \$780,000

Maplewood:

Maplewood seems to have a very simple code, similar to Orono. They request a standard 9% as either land or cash value. This figure is for their Commercial and Industrial lands, Staff could not clearly find dedication for residential lots.

Stillwater:

Stillwater seems to have a highbred version for dedication collection. They have determined that it would be appropriate to collect fees or land on a percentage which is determined by the density of the property. This seems to have some value in that they are collecting fees/land based on density for the site. Lake Elmo essentially does this but instead of marketing it as density it is shown per zone and in a smaller table.

FISCAL IMPACT:

Staff does not foresee a negative fiscal impact in any instance the City will be collecting a value for either park dedication fees or land. Developments do need to be looked at on a case by case basis. However, taking on park land does require maintenance, funds to install equipment, and funds to replace equipment. Also, many developments do offer some recreational space, understand that these can drastically range in size.

COMMENTS AND RECOMMENDATION:

Determining the best value both parties involved with development in a mixed use district has been an interesting task. The Staff recommendation is provided below but direction from the Commission for changes or commends is still desired from Staff. There are many different what if's or scenarios that could play out in these districts. Staff would like the Commission to consider amending the park dedication down to three categories.

Existing Fee Structure

<i>Zoning Districts</i>	<i>Minimum Required Land Dedication</i>
RS, V-LDR, GCC, LDR, MDR, HDR	10%
RE and OP Development	7%
RR and AG	4%
C, CC, LC, GP, BP, VMX	Fees as set by Council resolution

\$4,500/acre

Proposed Fee Structure

<i>Zoning Districts</i>	<i>Minimum Required Land Dedication</i>
V-LDR, GCC, LDR, MDR, HDR, C, CC, LC, BP, VMX	10%^a
RS, AG, RE, RR (Rural Districts)	5%
VMX, MU-BP, MU-C	<i>Fees as set by Council Resolution</i>

- a. The 10% charge is applied if residential components are incorporated into the development/subdivision.

Staff is recommending the combination of the RE and OP Development, RR and AG, as well as including the RS section to create a rural charge. The percentage was determined by taking an average of 7% and 4% = 5% for the new rural charge. Then Staff determined that there should be a urban charge of 10% which the mixed use districts would be in. As you can see in the table the mixed use districts are in two sections. Staff thinks there could be a 10% charge if the development/subdivision included a residential component and then the \$4,500 charge would apply if there was not a residential component. Staff believes the City could increase this figure, but this would be conducted through the fee schedule update process.

ATTACHMENTS

- Lake Elmo Code
- City of Mounds View
- City of Oakdale
- City of Orono
- City of Maplewood
- City of Stillwater

(I) *General improvements.* The following shall be installed in accordance with the City of Lake Elmo Engineering Design Standards Manual and all other applicable City standards:

- (1) Trees and boulevard sodding.
- (2) Streets signs shall be installed at each intersection.
- (3) Driveway approaches, sidewalks, or pedestrian pathways.
- (4) Street lighting fixtures.

(5) Sidewalks are required on one side of all streets. The Council may require sidewalks along both sides of all streets in areas where the residential density equals or exceeds 3 dwelling units per net acre of land or in any commercial, industrial, or other business areas if the Council determines that sidewalks are required for public safety.

(1997 Code, § 400.14) (Am. Ord. 08-024, passed 4-20-2010) (Am. Ord. 08-205, passed 4-3-2018) Penalty, see § 10.99

§ 153.15 PARK LAND DEDICATION REQUIREMENTS.

(A) *Dedication of land for park and open space use.* In all new residential subdivisions, a percentage of the gross area of all property subdivided shall be dedicated for parks, playgrounds, trails, public open space, or other public recreational use. **For non-residential developments, the City requires a payment in lieu of land dedication** as established by resolution of the City Council. Such percentage or fee shall be in addition to the property dedicated for streets, alleys, waterways, pedestrian ways or other public use pursuant to this chapter. The following schedule describes the required dedication by zoning district. This schedule is based upon density of the development allowed in each district and is intended to equalize the amount and value of land dedicated for parks per dwelling unit in the various districts.

<i>Zoning Districts</i>	<i>Minimum Required Land Dedication</i>
RS, V-LDR, GCC, LDR, MDR, HDR	10%
RE and OP Development	7%
RR and AG	4%
C, CC, LC, GP, BP, VMX	Fees as set by Council resolution

(B) *Land title.* Public land dedications, which are not dedicated to the City on a plat, shall be conveyed to the City by warranty deed free and clear of all liens or encumbrances. The subdivider shall provide proof of title, in a form acceptable to the City, prior to the conveyance of the property.

(C) *Land acceptability.* The City must approve the location and configuration of any park land which is proposed for dedication and shall take into consideration the suitability of the land and for its intended purpose; the future needs of the City for parks, playgrounds, trails, or open

space; and the recommendations of the City's Parks Commission. The following properties shall not be accepted for park land dedications:

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

(D) *Trails*. Trails constructed by a subdivider within dedicated public open space having at least 30 feet of width are eligible for park credit. The maximum amount of trail dedication credit shall not exceed 25% of the total dedication.

(E) *Cash contribution in lieu of land dedication - residential subdivisions larger than three lots*. In lieu of the land dedication for major subdivisions, the City may elect to require the subdivider to contribute a cash equivalent payment to the City's Park and Open Space Fund, or may require the developer to satisfy the park land dedication requirement by a combination of land and cash contribution. For all major subdivisions, the required cash equivalent payment shall be an amount equal to the fair market value of the percentage land dedication for the zoning district in which the subdivided property is located. The City shall determine the fair market value of the land by reference to current market data, if available, or by obtaining an appraisal from a licensed real estate appraiser; the subdivider shall pay for the cost of the appraisal. The fair market value determination of the appraiser shall be conclusive.

(F) *Cash contribution in lieu of land dedication - minor residential subdivisions and commercial development*. Required cash equivalent payments for minor subdivisions or for commercial development projects shall be as determined from time to time by Council resolution.

(G) *Payment of cash contribution*. Cash contribution payments shall be made to the City prior to final plat approval for commercial developments or major subdivisions, or prior to the City's approval of the deeds of conveyance in those cases where a residential subdivision will result in 3 or fewer lots.

(H) Previously subdivided property from which a park dedication or cash in lieu contribution has been received, upon resubdivision with the same number of lots, is exempt from park dedication requirements. If, as a result of the resubdivision of the property, the number of lots is increased, the park dedication or cash in lieu contribution shall be applied only to the net increase in the number of lots.

(F) (1) Any cash contribution so paid to the City shall be placed in a special fund. The money shall be used only for:

- (a) The acquisition and development or improvement of parks, recreational facilities, playgrounds, trails, wetlands or open space based on the approved park systems plan;
- (b) Redevelopment or rehabilitation of existing park facilities or sites; or
- (c) Debt service in connection with land previously acquired or improvements thereto previously constructed.

(2) No funds shall be used for ongoing operation or maintenance of existing parks recreational facilities or sites or City vehicles.

(1997 Code, § 400.15) (Am. Ord. 08-072, passed 3-5-2013) (Am. Ord. 08-205, passed 4-3-2018) Penalty, see § 10.99

§ 153.16 REQUIRED IMPROVEMENTS; FINANCIAL ARRANGEMENTS.

(A) *Improvements.* All sanitary sewer, water main and storm sewer facilities, streets, concrete curb, gutters, sidewalks, sodding, drainage swales, and other public utilities ("improvements") shall be made and constructed on or within the subdivided lands or where otherwise required and dedicated to the City and shall be designed in compliance with City standards by a registered professional engineer.

(B) *Plans and specifications approval.* Plans and specifications shall be submitted to the City Engineer for approval prior to construction. All of the improvements shall be completed by the developer and acceptable to the City Engineer and shall be free and clear of any lien, claim, charge, or encumbrance, including any for work, labor, or services rendered in connection therewith or material or equipment supplied therefor.

(C) *Improvement warranties and guarantees.* Developer shall warrant and guarantee the improvements against any defect in materials or workmanship for a period of 2 years following completion and acceptance. In the event of the discovery of any defect in materials or workmanship within the 2-year period, the defect shall be promptly repaired or corrected, and the warranty and guarantee for the entire project shall be extended for 1 additional year beyond the original 2-year period, for a period of 3 years following the completion and acceptance. Defects in material or workmanship shall be determined by the City Engineer.

(D) *Required inspections of improvements.* Improvements that are to be installed shall be inspected during the course of construction by the City Engineer, at the developer's expense. Notice shall be given to the City Engineer a minimum of 24 hours prior to the required inspection. Failure to provide City Engineer with required notice shall result in a stop-order issued to the project. If developer proceeds with work within the development without required inspection, City Engineer shall have the discretion to accept or reject all or part of the improvement, by giving appropriate written notice to the developer.

1204.02: **DEDICATION OF LANDS:**

Subd. 1. Dedication Required:

a. In all subdivisions to be developed for residential, commercial, industrial or other uses or as a planned development which includes residential, commercial and industrial uses or any combination thereof, a subdivider shall dedicate a reasonable portion of the buildable land of the proposed subdivision to the public or to be preserved for public use as parks, recreational facilities, playgrounds, trails or public open space. For purposes of this Section, "buildable land" means the gross acreage of the subdivision excluding designated wetlands and land set aside as open space in a manner approved by the City. (Ord. 474, 9-25-89; Amended, Ord. 745, 7-26-04, Ord. 860, 10-6-11)

b. The City may, at its option, require a cash contribution in lieu of dedication or require a portion of the required dedication be in land and a cash contribution in lieu for the balance thereof. Cash payments received shall be placed in a special fund and used only for the acquisition and development or improvement of parks, recreational facilities, playgrounds, trails, wetlands, public open space, redevelopment or rehabilitation of existing facilities or sites or debt retirement in connection with land previously acquired or improvements thereto previously constructed for such public purpose. No funds shall be used for ongoing operation or maintenance of existing parks or recreational facilities or sites. (Amended Ord. 860, 10-6-11)

c. In considering the portion to be dedicated or preserved or the amount of the cash contribution, the City, must give due consideration to the open space, park, recreational or common areas and facilities open to the public which the subdivider has reserved for the subdivision; except, that storm water holding areas or ponds, whether required by the City or any other regulatory body, will not be taken into consideration. (Amended, Ord 745, 7-26-04, Ord. 860, 10-6-11)

Subd. 2. Determination of Dedication Procedure: Upon receipt of a qualifying subdivision, the Council shall refer it to the Parks and Recreation Commission¹. Said Commission shall report to the Council its dedication recommendation. Upon receipt of the recommendation, the Council shall call for either a land dedication, a cash payment or a combination of the two, in size, location or amount, as it determines. The Council may require a professional appraisal to determine market value for purposes of a cash payment, the cost of which shall be paid by the subdivider. (Amended, Ord. 860, 10-6-11)

¹ See Chapter 405 of this Code.

- Subd. 3. Credit for Existing Single-Family Dwelling: The subdivider of any parcel of land shall receive a credit for an existing single-family dwelling unit by excluding the acreage of the occupied parcel remaining after subdivision from the computation of dwelling units per acre if the parcel of land is zoned for single-family residence and has located thereon one single-family dwelling.
- Subd. 4. **Dedication Amount:** A reasonable portion of the land of any proposed subdivision or its equivalent in cash shall be dedicated by the subdivider for public use. Up to ten percent (10%) of the buildable land of the proposed subdivision or its equivalent in cash based on the fair market value shall constitute a reasonable portion for dedication purposes under this section. The exact portion of land or its equivalent amount in cash shall be established by the City based on the following factors: (Amended, Ord. 860, 10-6-11)
- Type of the proposed subdivision land use: residential, industrial or commercial;
 - The need for open space generated by the proposed subdivision;
 - Existence of land dedicated for public use within the proposed subdivision, excluding areas reserved as storm water holding ponds;
 - Fair market value of the land;
 - Other relevant factors unique to a particular subdivision supporting the need for dedication of lands for public use.

If an equivalent amount in cash from the subdivider for part or the entire portion required to be dedicated is to be paid by the subdivider, such amount is due no later than at the time of final approval of the proposed subdivision. (Ord. 604, 1997; Amended, Ord. 745, 7-26-04)

- Subd. 5. Dedication for Re-Subdivision: For any subdivision of a parcel on which a cash dedication for parks has previously been made but on which an additional cash dedication is required due to re-subdivision, the amount of cash dedication required on the re-subdivided parcel(s) shall be based on the market value of the buildable land at the time of re-subdivision and the factors set forth in subdivision 4 of this Section less any applicable credit for the prior cash dedication. (1988 Code §42.13) (Ord. 604, 1997; Amended, Ord. 745, 7-26-04, Ord. 860, 10-6-11)

- Subd. 6. Right of Appeal: Pursuant to Minnesota Statutes, Sections 462.358 and 462.361 a subdivider may appeal the imposition of dedication fee to the district court within sixty (60) days of the approval of the subdivision application. The subdivider must give written notice to the City regarding a proposed fee dispute prior to the final decision on the proposed subdivision. Upon receiving the notice, the City shall place the disputed fee amount in an escrow and shall continue processing the subdivision application as if the fee had been paid. The City must not condition the approval of any proposed subdivision on the subdivider's waiver of the right to challenge the dedication fee. If the subdivider fails to appeal the dedication fee within sixty (60) days of the subdivision approval, or if the subdivider does not prevail on the appeal, the funds paid into escrow will be transferred to the City. (Added, Ord. 745, 7-26-04, Amended, Ord. 860, 10-6-11)

Plumbing Permit, Residential (State Surcharge Required, See Appendix B)	Minimum \$60 or 1.25% of Valuation, whichever is Larger
Plumbing Permits, Commercial (State Surcharge Required, See Appendix B)	See Appendix A
Zoning Permits (No Surcharge)	
Deck 30" and under, or not attached	\$30
Driveways, Sidewalks, Parking Lots, Patios (no permit required for sealcoating or overlays without expansion. A right-of-way permits is required for any construction that disrupts City-owned streets, curbing, sidewalks, etc., residential includes churches and schools.	
Residential R1 or R2 Driveway	\$45
Residential R1 or R2 Patio or Sidewalk	\$30
Residential R3, R4 and R5 Driveway or Parking Lot	\$75
Residential R3, R4 and R5 Patio or Sidewalk	\$50
Residential Gravel (refer to Zoning Code for limitations)	\$25
Commercial/Industrial Driveway or Parking Lot	\$150
Commercial/Industrial Sidewalk or Patio	\$75
Fence/Kennel – 7' or below (if higher, Building Permit, see Appendix A)	\$30
Retaining Wall – 4' or below (if higher, Building Permit, see Appendix A)	\$30
Shed (200 square feet or less)	\$30
Signs – Billboards (Building Permit)	See Appendix A
Signs (Chapter 1008) up to 100 square feet	\$75 per sign
Signs 100 square feet or over	\$95 per sign
Signs – Re-Facing or Altering	\$40 per permit
Signs, Banners – Temporary	\$40 per 21-day period (Limit 4 permits per year plus one additional permit for a banner)
Swimming Pools, Residential (Above Ground)	\$30
Swimming Pools (In-Ground, Building Permit)	See Appendix A (Surcharge Required)
II. OTHER INSPECTION / PLANNING FEES	
Applicants are responsible for all costs incurred associated with the filing, review and processing of development applications. Such fees are to be paid in escrow up front or upon receipt of statement from the City of Mounds View. Fees may include, but are not limited to, costs for consultants retained by the City, consultant planning services, attorney, and engineer fees. A deposit may also be required to cover costs of public notices, materials and staff time spent in the review, research or preparation of materials associated with each application. The applicant shall be responsible for all reasonable incurred costs in excess of the initial fee and/or deposit amount. Any portion of the deposit not spent or encumbered shall be refunded to the applicant within 30 days after consideration of the application is completed. Payment of park dedication fees is required with subdivision applications. Application fees are not refundable.	
Building Inspections Conducted Outside Normal Business Hours	\$63.25/hour (two-hour minimum charge)
Change of Address	\$150
Comprehensive Plan Amendment	\$500
Conditional Use Permit, R-1 or R-2	\$200
Conditional Use Permit, All Other Districts	\$400
Conditional Use Permit Amendment	Same as CUP Fee
Contractor License (Chapter 1001)	\$60
Contractor State License Verification Fee	\$5 per permit
Development/Site Plan Review	\$400
Escrow – Manufactured Homes	\$500 per permit
Escrow – Occupancy (Seed, sod, landscaping; as-building grading survey; driveway installation; curb cut modifications; site clean-up; storm water	\$1,000 for each item

management; drainage features; site erosion; right-of-way restoration; or any other items as determined by the Building Official)	
Housing Inspection Initial and One Follow-Up (includes now shows)	No Charge (Chapter 1012)
Housing Inspection/Now Show, each additional	\$63.25
Interim Use Permit (IUP)	\$400
IUP Amendment	\$400
Park Dedication Fees (Ord. 745)	Up to 10% of fair market value
Plan Review (Payment Required Before Plans are Reviewed)	65 percent of permit fee for all commercial permits and for residential permits for new dwellings, dwelling additions, garages, garage additions, decks, sheds over 200 square feet, and major remodeling.
Plan Review for Changes, Revisions, or Additions to Plans	\$47/hour (one half-hour minimum charge)
Plan Review for Outside Consultants for Plan Checking and Inspections or Both	Actual costs including administrative and overhead costs
Plan Review Similar (all units are same or similar)	Each unit after the first shall be 25% of original fee
Planned Unit Development (PUD) Chapter 1120	\$750
PUD Amendment	\$400
Refund, Permits (within 100 days of application if work is not commenced)	All but \$40
Refund, Plan Review	100% (If review has not been done)
Refund, State Surcharge	100%
Rezoning	\$500
Vacation, Street or Easement	\$250
Subdivision, Minor	\$400
Subdivision, Minor (Reapproval Fee)	\$50
Subdivision, Major	\$750
Subdivision, Major (Reapproval Fee)	\$100
Text Amendment, Zoning Code	\$400
Text Amendment, Other City Code	\$300
Variance, Administrative R-1 or R-2	\$100 (additional \$125 if formal variance is required)
Variance, Formal R-1 or R-2	\$200
Variance, All Other Districts	\$400
Wetland Alteration Permit, R-1 or R-2	\$200
Wetland Alteration Permit, All Other Districts	\$350
Wetland Buffer Permit, R-1 or R-2	\$30
Wetland Buffer Permit, All Other Districts	\$100
Zoning Code Review	\$200
Zoning Letter	\$50 per letter
III. MISCELLANEOUS FEES	
Certified Copy	\$5 plus copy charges if any
Filing Fee for Public Office	See Mounds View Charter
Insufficient Funds (NSF) Check	\$30
Municipal/City Code, Copy	\$200
Notary Public (Mounds View Residents Only)	\$5 per person plus copy charges if any
Photocopy, B/W 8 ½ x 11	\$0.25 per side
Photocopy, B/W 11 x 17	\$0.50 per side
Photocopy, Color 8 ½ x 11	\$1.00 per side
Photocopy, Color 11 x 17	\$2.50 per side
Pending Assessment Search	\$10
CD/DVD Copy	\$15

- (d) In allowing a subdivider to proceed under the classification minor subdivision, it is not the intent of the City Council to circumvent the purpose of these regulations.
- (e) Single Family Lot Divisions: Subdivision requests to create additional single family residential lots from lots already guided and zoned for single family residential use will be considered on a case-by-case basis. Flag shaped lots are prohibited as a means of dividing a parcel because of minimum lot width requirements. The applicant shall make every effort to assemble adjoining property under joint agreement to subdivide or covenant to do so at the time of sale, as applicable. Owners proposing subdivisions where there exists adjoining land, which may be assembled and subdivided, must factor this into any request and submit a concept plan(s) to show how neighboring property could be accessed. Special attention must be made to allow for the efficient delivery of public services, as determined by the city.

Sec. 21-10. Land Dedication.

- (a) For the purposes of this section, "subdivision" shall be defined in accordance with Minnesota Statutes, Section 462.352, Subdivision 12, as follows: The separation of an area, parcel or tract of land under single ownership into two or more parcels, tracts, lots or long-term leasehold interests where the creation of the leasehold interest necessitates the creation of streets, roads or alleys, for residential, commercial, industrial or other use, or any combination thereof, except those separations:
 - (1) Creating cemetery lots;
 - (2) Resulting from court orders, or the adjustment of a lot line by the relocation of a common boundary.
- (b) The development of any subdivisions may create a need for land for public use. The City Council may, therefore, require, pursuant to the authority granted to municipalities under Section 462.358, Subdivision 2b of Minnesota Statutes, a reasonable portion of the total project land area to be dedicated to the city or preserved for public use as parks, playgrounds, trails or open space; provided that (1) the city may choose to accept an equivalent amount in cash from the developer for part or all of the portion required to be dedicated to such public uses or purposes based on average fair market value of the unplatted land no later than at the time of final approval, (2) any cash payments received shall be placed in a special fund and used only for the purposes for which the money was obtained, (3) in establishing the reasonable portion to be dedicated, the city may consider the open space, park, recreational or common areas and facilities which the applicant proposes to reserve for the subdivision, and (4) the city reasonably determines that it will need to acquire that portion of land for the purposes stated herein as a result of approval of the subdivision.
- (c) The owner or developer of any parcel of land zoned for single family residence and has located thereon one or more single family dwellings shall, when subdividing said parcel into additional lots, receive credit for the existing dwellings.
- (d) In determining the amount of land or cash which an owner or developer of residential property shall be required to contribute for public use, the formula shall be in accordance with the current Park Dedication Fee schedule.
- (e) In those cases where a resubdivision of a parcel on which a dedication of land or cash has previously been made in connection with a prior subdivision but on which an additional cash dedication is required under the resubdivision, credit shall be given for the prior dedication.
- (f) The development of any subdivision may create a need for land and public streets, roads, sewers, electric, gas and water facilities, storm water drainage and holding areas or ponds and

similar utilities and improvement. The City Council, may therefore require, pursuant to the authority granted to municipalities under Section 462.358, Subdivision 2b of Minnesota Statutes, that a reasonable portion of the total project land area be dedicated to the city for public streets, roads, sewers, electric, gas and water facilities, storm water drainage and holding areas or ponds and similar utilities improvements.

- (g) The City Council, at its discretion, may waive or reduce the requirements of this section when the subdivision includes a city-assisted development or redevelopment area where the requirements would create a financial hardship for the project. (Ord. No. 747, 11/23/2010).

Sec. 21-11. Registered Land Surveys. All registered land surveys shall be filed subject to the same procedure for the filing of a plan for platting purposes. The standards and requirements set forth in these regulations shall apply to all registered land surveys. Unless the governing body shall approve, a registered land survey shall not be used to divide a parcel of land into lots for the purpose of transfer of ownership or building development, if any of the tract do not have the required frontage on a dedicated public street.

Sec. 21-12. Conveying Land in Unapproved Subdivisions. No conveyance of land to which this regulation is applicable shall be filed of record, if the land is described in the conveyance by metes and bounds or by reference to an unapproved registered land survey made after April 21, 1961, or to an unapproved plat. The foregoing provision does not apply to a conveyance if the land described:

- (a) Was a separate parcel of record November 19, 1965?
- (b) Was the subject of a written agreement to convey entered into prior to such time?
- (c) Is subdivided under the procedure for minor subdivision?
- (d) Was a separate parcel of not less than two and one-half (2 1/2) acres in area and one hundred fifty (150) feet in width on January 1, 1966, or is a single parcel of land of not less than five (5) acres and having a width of not less than three hundred (300) feet?

The fact that a conveyance is eligible for recording pursuant to one of the exceptions enumerated in this section does not exempt a subdivision from compliance with any other applicable requirement of this Chapter.

Sec. 21-13. Lot Splits for Two-family Dwelling Units

- (a) If the conditions of this Chapter are met, a lot upon which a two-family dwelling exists, or if to be constructed, may be split along the party wall to allow for individual ownership of each unit. The newly created lots shall each be in compliance with the minimum lot width and area requirements of the Zoning Code.
- (b) All of the following conditions must be met before a lot split described in (a) of this section may be approved:
 - 1. The property and structure must be able to be easily split into two (2) substantially equal sections.
 - 2. The structure must meet current building code standards for firewall separation. This shall also apply to existing structures.
 - 3. Separate utility services must be provided. If the property is already provided with a single one-inch or larger water service, this water service may be separated at the property line by installing a wye and two additional curb stops and boxes on the home side of the existing curb stop and box. If, however, in the opinion of the Building



2019 Annual Budget - Fee Schedule

SERVICE	2018	2019	ACCOUNT NUMBER
Home Fair Entry Fee	\$ 100.00	\$ 100.00	205-4-261-3313-043
Housing Improvement Area Application Fee	\$ 500.00	\$ 500.00	100-4-000-3124-100
Hydrant Meter Usage	\$ 250.00	\$ 250.00	700-4-000-3514-000
Hydrant Meter Deposit	\$ 200.00	\$ 200.00	700-2-000-2300-000
Interim Use Permit	\$ 400.00	\$ 400.00	100-4-000-3122-100
Load Limit Variance	\$ 40.00	\$ 40.00	100-4-000-3122-300
Maps	\$ 10.50	\$ 10.50	100-4-000-3713-100
Plus State Tax	\$ 0.72	\$ 0.72	100-2-000-2126-000
Plus County Tax	\$ 0.03	\$ 0.03	100-2-000-2127-000
Meeting Room Rental / City Hall	\$ 55.00	\$ 55.00	100-4-000-3712-100
Plus State Tax	\$ 3.78	\$ 3.78	100-2-000-2126-000
Plus County Tax	\$ 0.14	\$ 0.14	100-2-000-2127-000
Minor Subdivision	\$250.00 to \$500.00	\$250.00 to \$500.00	
Plus Escrow	\$ 250.00	\$ 250.00	
Mobile Food Vendor License - Temporary	\$100 per day	\$100 per day	100-4-000-3122-200
Mobile Food Vendor License - Annual	\$ 300.00	\$ 300.00	100-4-000-3122-200
Notary Service per document - no charge!	\$ -	\$ -	100-4-000-3319-100
NSF Check Penalty	\$ 35.00	\$ 35.00	100-4-000-3719-100
Park Dedication Fees:			
Land Dedication - Residential	.0167 acres/unit	.0167 acres/unit	500-4-000-3728-400
Land Dedication - Commercial	.0058 acres/1,000 SF	.0058 acres/1,000 SF	500-4-000-3728-400
Cash Dedication - Residential	\$2,886	\$2,886	500-4-000-3728-400
	\$2,607	\$2,607	
Cash Dedication - Commercial	\$ 467.00	\$ 467.00	500-4-000-3728-400
	\$ 534.00	\$ 534.00	
	\$ 267.00	\$ 267.00	
Photograph Reproduction	\$25 plus costs	\$25 plus costs	100-4-000-3331-200
Preliminary and Final Plats	\$ 550.00	\$ 550.00	100-4-000-3143-100
Plus Escrow	depends on acreage	depends on acreage	
PUD Application	\$ 650.00	\$ 650.00	100-4-000-3143-100
Plus Escrow	depends on acreage	depends on acreage	
Release of City Owned Property	\$ 225.00	\$ 225.00	
Plus Escrow	\$ 300.00	\$ 300.00	
Rental Housing Fee (see Public Safety)			
Rezoning	\$ 550.00	\$ 550.00	100-4-000-3146-100
Plus Escrow	\$ 550.00	\$ 550.00	
Right-of-Way Registration Fee	\$ 50.00	\$ 50.00	100-4-000-3122-300
Road Cut Permit	Varies	Varies	100-4-000-3312-300
Site Plan Review	\$ 400.00	\$ 400.00	100-4-000-3146-100
Plus Escrow	550 to 750	550 to 750	more if needed
Special Use Permit	\$ 400.00	\$ 400.00	
Structure Demolition	\$ 300.00	\$ 300.00	
Plus Escrow	\$ 1,000.00	\$ 1,000.00	
Summerfest Ad	\$ 50.00	\$ 50.00	208-4-315-3727-050
Summerfest Concession Vendor			
Before April 1 - For Profit	\$ 225.00	\$ 225.00	208-4-308-3712-050
Before April 1 - Non-Profit	\$ 125.00	\$ 125.00	208-4-308-3712-050
After April 1 - For Profit	\$ 250.00	\$ 250.00	208-4-308-3712-050
After April 1 - Non-Profit	\$ 150.00	\$ 150.00	208-4-308-3712-050
Summerfest Parade Participant Fee			
For Profit	\$ 100.00	\$ 100.00	208-4-313-3719-050
OACC Members & Non-Profits	no charge	no charge	

Application**Adjusted Fee****Escrow****Notes**

Clerical Fee (Only charged if clerical use is excessive)

\$20.00 per hour

FIRE

Fire Protection inspection

Fire Code Permit

Commercial Fire Alarm

certified

Per 2008

Building Permit

Fee Based on

Valuation

Fire Plan review fee

65% of permit

Fire Sprinkler Systems - Commercial

Burning permits

No Charge

Reinspection

\$20.00

PARK DEDICATION

Land Dedication Minimum Area - Subdividers shall be required to dedicate to the City for parks, playgrounds, trails, open spaces and other public purposes as a minimum that percentage of gross land area, or other such amount as may be determined by the City Council, as set forth below:

(1) Residential/Agricultural/Multiple Residential Zoned Land.

Dedication requirement of 8% of the land being platted or subdivided.

(Exclusive of lot that includes an existing residence.)

(2) Commercial/Industrial Zoned Land.

Dedicated requirement of 8% of the land being platted or subdivided.

Cash Contribution in Lieu of Lands. In those instances where a cash contribution is to be made by the subdivider, in lieu of a conveyance or dedication of land, the cash contribution to be contributed shall be that would otherwise have been conveyed or dedicated. The City shall account for such funds inequivalent to the fair market value of the equivalent undeveloped land a special fund named Park Dedication Funds.

The City Council has established by resolution a minimum residential park fee of \$3,250 per dwelling unit and a maximum of \$5,550 per dwelling unit.

Res. 4738 (12-10-01)

The City Council has established by resolution a minimum commercial/industrial park fee of \$8,125 per acre and a maximum of \$13,875 per acre.

Res. 4739 (12-10-01)

STORMWATER AND DRAINAGE TRUNK FEES

Storm water trunk fees apply to new development and redevelopment of existing properties and provide funding for the storm water infrastructure necessary to serve the City. The trunk fee is based on the land use and acreage of the property being developed. An equivalency factor multiplier is assigned to each land use type, with a 2-acre residential lot considered as the standard in the City with an equivalency factor of 1.0. The table below lists the storm water trunk fees per acre for the various zoning districts and land uses in the City.

NEW DEVELOPMENT LAND USE	Trunk Fee per Acre
Single Family Residential 5 Acre Zone (maximum fee/lot = \$16,150.00)	\$3,230.00
Single Family Residential 2 Acre Zone (maximum fee/lot = \$8,060.00)	\$4,030.00

DIVISION 3. - COMMERCIAL AND INDUSTRIAL^[3]

Footnotes:

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Cross reference— Businesses and licensing, ch. 14.

Sec. 26-126. - Purposes and intent.

The purposes and intent of this division are to ensure the citizens of the city that additional open space for parks, playgrounds and recreation facilities will be the responsibility of every sort of development in the city, not just residential development, so that the city's vast amount of privately-owned open spaces with potential for development are partially available for orderly park, recreational and open space development; to ensure that, in fact, such facilities will be provided; and to preserve, enhance and improve the quality of the physical environment of the city for commercial and industrial uses or a combination thereof, regardless of whether such developments or subdivisions are within the context of chapter 34, which pertains to subdivisions.

(Code 1982, § 21-66; Ord. No. 921, 5-14-2012)

Sec. 26-127. - Required dedications generally.

The developer of any tract of land in the city which is to be developed or redeveloped for commercial, residential, governmental, institutional, or industrial or like uses shall dedicate to the public, for public use as parks, playgrounds or public open space, such portion of his development tract **equal to nine percent**, with such rate to be reviewed annually in December. The percentage of the development tract to be so dedicated may be amended by resolution of the council.

(Code 1982, § 21-67; Ord. No. 921, 5-14-2012)

Sec. 26-128. - Delineation of dedicated area on preliminary plat or site plan.

The actual area to be dedicated for public use as parks, playgrounds or public open space pursuant to this division shall be delineated on the preliminary plat or site plan by the developer. Such plat or site plan shall be referred to the park and recreation commission for its scrutiny and report to the city council of its findings, conclusions and recommendations, with this referral being in addition to any other referral to other commissions or committees.

(Code 1982, § 21-68; Ord. No. 921, 5-14-2012)

Sec. 26-129. - Revision of dedication.

If the city council, after receiving the reports of the park and recreation commission and the planning commission, shall determine that such area delineated by the developer pursuant to section 26-128 is unsuitable for such purposes, it may require the subdivider or developer to relocate or rearrange such area or to make such changes or revisions of the proposed dedication as it deems necessary; reasonable; and in the interests of the health, safety, general welfare and convenience of the city.

(Code 1982, § 21-69; Ord. No. 921, 5-14-2012)

Sec. 26-130. - Cash in lieu of dedication.

- (a) The term "undeveloped land value," as used in this section, shall be the market value of the subject land at the time of the application, and to be determined by the city council in its reasonable discretion. As a basis for its decision, the council may request an appraisal at the expense of the subdivider or developer for the purposes of determining such value. Such additional appraisal shall be obtained, if the council deems it advisable, from an appraiser selected by the council. Thereafter, the council, with the aid of both appraisals, shall determine the "undeveloped land value."
- (b) In lieu of the dedication of land required for the purposes enumerated in this division, the city council may require the subdivider or developer to pay to the city, as an equivalent contribution, an amount in cash equal to the product of the percentage of land required to be dedicated, multiplied by the undeveloped land value of the tract to be subdivided, developed or redeveloped. Such cash payments shall be made to the city prior to the issuance of a building permit.
- (c) All cash contributions received by the city pursuant to this division shall be placed in a special fund and used only for the acquisition of land for parks, playgrounds, public open space or the development of existing parks and playground sites, public open space and debt retirement in connection with land previously acquired for such public purposes.
- (d) In cases of redevelopment, credit towards the park dedication due for such redevelopment shall be given for the actual amount of previous park dedication satisfied for the lots proposed.
- (e) In the event that park dedication was previously satisfied for a larger land area than the lot or lots currently proposed for development, the previously satisfied park dedication amount shall be prorated on a per square foot basis to the lot or lots currently proposed for development.
- (f) While credits may fully satisfy park dedication due, credits shall not result in refunds of park dedication previously paid.

(Code 1982, § 21-70; Ord. No. 921, 5-14-2012)

Sec. 26-131. - Inclusion of proposed park, playground or public open space in comprehensive or parks plan in plat or site plan.

When any proposed park, playground, or public open space, shown in the comprehensive plan or a parks plan, is located in whole or in part within a proposed subdivision or development, such area shall be designated as such upon the preliminary plat or site plan and may be required to be included in the dedicated land of the subdivision or development required under this division.

(Code 1982, § 21-71)

Secs. 26-132—26-160. - Reserved.

ARTICLE II. - PARK AND TRAIL DEDICATION REQUIREMENTS^[2]

Footnotes:

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Editor's note— Ord. No. 963, §§ 1—10, adopted Oct. 18, 2005, was not specifically amendatory of the Code and has been included as art. II, § 48-51, at the discretion of the editor.

Sec. 48-51. - Established.

The City Council of City of Stillwater does ordain:

Subd. 1. *Authority.* The State of Minnesota has enacted Minnesota Statutes 462.358, subdivision 2(b) which gives authority to the cities to require that a reasonable portion of any proposed subdivision be dedicated to the public, or preserved for public use as parks, playgrounds, trails or open space. The City of Stillwater has, by this section, chosen to exercise this authority in establishing minimum requirements for meeting this public need.

Subd. 2. *Purpose.* The city council recognizes that preservation of land for park, playground, trails, and public open space purposes as it relates to the use and development of land is essential to maintaining a healthful, safe and desirable environment. The city must not only provide these necessary facilities for citizens of today, but also for the future needs of the city as described in the Comprehensive Plan.

It is recognized by the city council that the demand for park, playground, trails and public open space within a municipality is directly related to the density and intensity of development permitted and allowed within any area. Urban development means greater numbers of people and higher demands for park, playground, trails and public open space.

The basis for calculating the amount of land needed to be dedicated or preserved for the purposes set forth in this section; the essential connection between the dedication required by this section and the purpose sought to be achieved; and the basis for calculating the proportional share of each development based on the burden to the city created by the increase in population that will be generated by each development is as set forth in this section. In further explanation of the basis described in this paragraph, this section adopts by reference pages 8-1 through 8-6 of the comprehensive plan of the city, and the maps and drawings associated with those pages as if fully set forth in this section verbatim.

It is the policy of Stillwater that the following guidelines for the dedication of land for park, playground and public open space purposes (or cash contributions in lieu of dedication) in the subdividing and developing of land are appropriate.

Subd. 3. Residential park land dedication. Residential park land as envisioned by this section is that land suitable for active park use, such as playgrounds and ball fields, or suitable for active play areas for small children. It is imperative, therefore, that the land be reasonably flat and in one contiguous parcel rather than small scattered parcels.

The amount of land to be dedicated is based on the proposed residential density using the net developable land area.

The formula for land dedication:

The greater of:

- 1) proposed units per acre; or
- 2) zoned density.

Dwelling Unit Density per acre	Land to be Dedicated
0—1.9 units	10%
2.0—3.5 units	11%
3.6—5.9 units	12%
6—10 units	13%
10+ units	Additional .5% for each unit over 10
<i>Commercial</i>	7.5% of net developable land area

Subd. 4. *Residential trail requirements.* In addition to the requirements of subd. 3, the subdivider must dedicate and improve trails and trailways that are depicted for the property on the city's most current comprehensive trail plan, or if not depicted on the comprehensive trail plan, have the potential for connection to the comprehensive trail system. If trail dedication and construction is not feasible in the opinion of the city, the subdivider may pay a fee of \$500.00 per unit in lieu of dedication and construction.

The basis for requiring the dedication and improvement of trails in addition to the dedication of land for active parks is threefold.

First, trails are normally eight feet in width and therefore more than one mile of trail would need to be dedicated to equal one acre of land. Further, trails are often dedicated and constructed within set back or yard space; or within natural areas or conservation easements; or land that is otherwise unbuildable, because of various restrictions.

Second, trails are increasingly important as a means of transportation that is an alternative to the automobile. In this way, a trail is merely a street for pedestrians, and just as it is permissible to require a developer to dedicate and construct streets for automobiles, it is reasonable that a developer be required to dedicate and construct streets for people transportation, on foot or bicycle.

Third, the trails within any development allow connection to the city net trail system. In this way, the residents of any new development increase the burden on the remainder of the city trail system. It is only reasonable therefore that any development provide trail access for the remainder of the city, since the remainder of the city will be burdened by the development.

Subd. 5. *Guidelines for accepting dedication of land for public park purposes.*

- A. Land proposed to be dedicated for public purposes must meet the needs of the city as described in the Stillwater Comprehensive Plan.
- B. Prior to dedication, the subdivider must deliver to the city attorney, an abstract of title or registered property abstract evidencing good and marketable title, free and clear of any mortgages, liens, encumbrances, assessments and taxes. The conveyance documents must be in a form acceptable to the city attorney.

- C. The required dedication or payment of fees-in-lieu of land dedication must be made before final plat approval.
- D. The removal of trees, topsoil, storage of construction equipment, burying of construction debris or stockpiling of surplus soil on dedicated land is strictly forbidden without the prior written review by the parks and recreation commission and approval of the community development director.
- E. Grading and utility plans, which may effect or impact the proposed park dedication, must be reviewed and approved by the community development director and parks and recreation commission prior to dedication.
- F. To be eligible for park dedication credit, land dedication is to be located outside of drainways, flood plains or ponding areas after the site has been developed. Grades exceeding 12 percent or that are unsuitable for park development may be considered for partial dedication.
- G. Where subdividers and developers of land provide significant amenities such as, but not limited to swimming pools, tennis courts, or ball fields, within the development for the benefit of those residing or working therein, and where, in the judgment of the parks and recreation commission, the amenities significantly reduce the demands for public recreational facilities to serve the development, the community development director may recommend to the parks and recreation commission that the amount of land to be dedicated for park, playground and public open space (or cash contribution in lieu of dedication) be reduced by an amount not to exceed 50 percent of the amount calculated under subd. 2 above.
- H. The city, upon review, may determine that the developer must create and maintain some form of private on-site recreation use by the site residents such as tot lots and open play space. This requirement may be in addition to the land or cash dedication requirement.

Subd. 6. **Cash payment in lieu of dedication, residential.** If, at the option of the city upon review and recommendation of the parks and recreation commission, it is determined that a cash payment in lieu of land dedication shall be made, the cash shall be placed in a special fund for parks and recreation use and deposited by the developer with the city prior to final plat approval.

The in lieu park fee shall be based on the following guidelines:

Single-family residential/commercial condominium lot \$2,000.00
per unit

Duplexes 1,500.00
per unit

Townhomes 1,500.00
per unit

Multifamily 1,500.00
per unit

Subd. 7. **Combination land and cash dedication.** The city may require the subdivider or developer to make a combination cash and land dedication pursuant to the following formula:

- A. The amount of land which could be required in accordance with subd. 3 shall be calculated.
- B. From the total calculated in subparagraph A. above, the actual amount of land the city determines to be needed to fulfill the purposes of this subd. 7 shall be subtracted.
- C. The balance arrived at in subparagraph B. above, shall be converted into a cash contribution in lieu of land dedication pursuant to a standard formula established by the city, which formula takes into consideration such things as, but not necessarily limited to, the fair market value of the property in the plat, subdivision or development and the percentage of the total park dedication obligation represented by the said balance.

Subd. 8. *Industrial/commercial dedication requirements.* Subdividers and developers of commercial/industrial land, including commercial/industrial portions of planned developments, shall be required at the time the site plan is approved and building permits are issued to dedicate to the city for park, playground and public open space purposes, seven and one-half percent of the net land area within the development as determined by the city according to the guidelines set forth in subd. 3 of this section.

Subd. 9. *Cash payment in lieu of dedication, commercial and industrial.* In those cases where the city does not require park or open space dedication within a development, the city shall require payment of fees in lieu of land dedication in an amount equal to the net land area required in subd. 3 above. Cash shall be contributed at the time of approval of each final plat or at the time of site plan or building permit approval as determined by the city.

The city council, upon review and recommendation of the parks and recreation commission, may review and determine by resolution an adjustment to the fee based upon the city's estimate of the average value of undeveloped commercial or industrial land in the city.

Subd. 10. *Required plan and improvements to parks.* The developer or subdivider is responsible for preparing a concept park plan or trail plan based on the parks, open space and trails plan as identified in the comprehensive plan as approved by the parks commission, and for making certain improvements to their developments for parks, playgrounds and public open space purposes as follows:

- A. Provide finished grading, appropriate ground cover or sodding for playground, paved trails and perimeter landscaping.
- B. Establish park boundary corners for the purpose of erecting park limit signs. The developer shall contact the appropriate parks and recreation department personnel for the purpose of identifying park property corners.
- C. Provide sufficient improved public road access of no less than 300 feet for neighborhood parks and additional frontage for community parks.

(Ord. No. 963, §§ 1—10, 10-18-05)