



*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
December 21, 2020 6:30 PM**

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment (non-agenda items)
4. Approve Agenda
5. Approve Minutes
 - a) September 21, 2020 minutes
6. New Business
 - a) Hunting in the City
 - b) 2021 Parks Work Plan
 - c) Schiltgen Farm Concept PUD
 - d) SHIP Grant
7. January 2021 Meeting Agenda
 - a) Park Name – St. Croix Sanctuary
8. Communications
 - a) Sally Manzara Nature Center Budget
 - b) Attendance Record and Term schedule
9. 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
September 21, 2020

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

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

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

Announcements

None

Approval of Agenda

Ames requested to add discussion item 6a. to discuss trail safety within Sunfish Lake Park Second by Weeks. Agenda and amendment passed by a 4-0 vote.

Approval of Minutes

- a) Approved August 17, 2020 minutes with amendments.
Passed by a 4-0 vote

Public Comments

None.

MORC Contract for Volunteer Work.

City Planner Prchal presented on a volunteer work agreement between the City of Lake Elmo and the Minnesota Off Road Cyclists (MORC). The Commission was asked to review the formal agreement and provide comments on the agreement. Prchal explained that there were multiple headers under both the responsibility section for the City as well as MORC. Each header that was explained had additional bullets under them which went into more detail to specifically outline expectations of each party. Prchal did not explain in-depth all of responsibilities and instead touched on the expectations that were perceived as being more impactful.

The Commission went into specific discussions about the responsibilities within the agreement but the Commission did not vote to amend the language within the agreement.

Motion made by Weeks, Second provided by Ames - *“Recommend acceptance of the maintenance agreement between MORC and the City of Lake Elmo.”*

Ames requested a friendly amendment that acceptance be contingent upon *“That the City is protected by limits of financial liability and the City maintains decisions rights over maintenance.”*

The friendly amendment was accepted and the main motion with the amendment passed by a 4-0 vote.

Amended item 6a. - Sunfish Safety

City resident Amy Voeltz provided the Parks Commission as well as City Staff with an email containing some questions regarding the users within the park as well as the use of the trails within the park. The questions were:

- What is the plan for safety for hikers, a dedicated route for bikers to get to the trail head from the parking lot and from the exit?
- What is the plan for clear signage for where bikers should and should not be? Hiking trails also need to be marked as soon as possible.

- How are hikers supposed to get around a full loop in the park and get to the lake if the only trails around the parking lot are now used for bikers and the others are flooded out?
- Can bikers be asked to walk their bikes down the path from the Tapestry neighborhood into Sunfish Lake Park for the safety of kids or pets playing near the trail?

The Parks Commission proceeded to discuss each question/item. With both the City Planner and Public Works Director present at the meeting the maintenance aspect of the comments were heard by both departments. An additional discussion point was the signage throughout the park. The Commission requested that temporary signage be incorporated into the park until permanent signage becomes available.

Motion provided by Ames, second provided by Schumacher - *“Recommend that clarity be provided as hikers and bikers are leaving the main parking lot to direct them to where they need to be to minimize conflicts between user groups.”* Motion passed 4-0

PUD Concept Review for Ridge Apartments and Goddard School

Prchal provided a report regarding the concept plan for the Ridge apartment and Goddard School development. Would the parks Commission like to recommend approval or denial of park dedication and would funds or land be more appropriate. There would be 3 apartment buildings with 177 units between them and also have a Goddard School across 14 acres of land. The residential portion would be close to 10.5 acres with the school taking up 2.2 acres. The school would maintain its own parking separate from the apartments. The apartment buildings would have their own amenities where they were showing a pool, patio for grilling, child's playground, soccer field, pickle ball/basketball, as well as an urban garden. Sidewalks are also dispersed through the neighborhood with sidewalks along Hudson Blvd. as well as Julia.

The 2040 Comprehensive Plan does now show the location of the development as needing a park. Because the 2040 Comprehensive Plan did not show a need and that the developer would be providing private amenities Staff recommended the City accept fees in lieu of land.

Motion provided by Ames, second provided by Weeks. – *“Recommend approval of the PUD concept plan with acceptance of fee in lieu of land contingent upon trail access to 5th St.”* Motion passed 4-0

October 19, 2020 Meeting Agenda

Communications

Prchal mentioned that at the next meeting the Parks Commission would be discussing the allowance of hunting on City Land.

Meeting adjourned at 8:00 p.m.

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



ITEM: Hunting Ordinance
SUBMITTED BY: Ben Prchal, City Planner
REVIEWED BY: Marty Powers, Public Works Director

BACKGROUND:

City Staff has been directed to review the reimplementation of hunting throughout Lake Elmo and more specifically on City owned land. The directive was specifically focused on deer hunting. The Code could be written to address any scenario of hunts. With that said, the City has not allowed deer hunting within the parks or on public land since 2013 but hunting on private land is allowed. At this time Staff has identified two options when it comes to hunt management, though Staff recognizes there are other ways to manage hunting.

In the past the City selected hunters by a lottery system but also worked with the County to establish ground rules for the hunts. After the hunters were selected they were then required to attend a special “training” session at the Lake Elmo Park Reserve prior to the hunt (With Washington County selected hunters). Hunters were also required to provide proof that they had passed a hunters safety course, possessed a valid deer hunting license, and proof of address in the City prior to the hunt.

Currently the City relies on Minnesota Statue 97B.001 to provide standards of where a firearm (gun or bow) can or cannot be discharged (fired). Unless permission has been provided, hunters or users of a firearm cannot discharge the weapon within 500 ft. of another structure. Staff has not done a City wide review of where hunting would be permitted but this setback does remove large sections of land within the City for hunting. There are however, two properties that the City owns that are larger in size and could be adequate for hunting. These two properties are Sunfish Lake Park and the land currently referred to as “The 180 acres” next to the public works building.

ISSUE BEFORE THE COMMISSION:

Staff is asking the Commission to review the City’s code language around hunting and decide how or if they would like to allow hunting on City property.

REVIEW AND ANALYSIS:

Staff has outlined two different scenarios that could occur for hunting within the City. It is also important to take into consideration in which hunting has been allowed or is expected to be allowed. The number of recurring hunts that may start to highlight one option over another.

Metro Bowhunters:

With the City following the County on whether or not hunting will be allowed there may be many years when hunting will not be allowed. With that said, the City can make its own decisions as to if the land should be hunted (during the season). Regardless if the City hunts when the County hunts, Staff believes it would be wise to consider working with Metro Bowhunters to help manage the hunts. This would remove some of the burden from Staff when it comes to selecting hunters and ensuring they are competent and capable. Also, Staff would also expect hunts to become more frequent if Metro Bowhunters are used. If the City partners with Metro Bowhunters Staff does believe there may be some involvement when it comes to opening and closing the park. With that said, Staff has not identified additional responsibilities at this time.

- The Minnesota Bowhunters do require hunters to pass a proficiency test prior to the hunt and require all selected hunters to attend an orientation meeting prior to the hunt. The City would enter into an agreement with them (Example of Birchwood attached) they will have liability insurance and name the City as one of their insurers.
- Hunters are selected randomly from a pool and there is no guarantee that a Lake Elmo resident would be selected.
- Only bowhunters are allowed.

City Managed Hunt:

The City of Lake Elmo could manage the deer hunts themselves and only allow hunting when the County opens their park(s) for hunting. Should this be the path Staff expects hunts to occur less frequently than with the Metro Bowhunters. However, if the process is followed as it had been in the past Staff would recommend requiring Lake Elmo hunters to attend the pre hunt meeting with the County selected hunters.

- Less likely to have a handle on hunter proficiency
- Could allow guns or bows.

DNR:

Staff did reach out to the DNR for additional insight. They will not manage the hunt(s) but they will provide support or input if we have questions about rules that would be established.

RECOMENDATION:

It may be noticed that some City's have a much more detailed hunting section than Lake Elmo. Staff believes this is neither good nor bad but Staff does not necessarily see the need for Lake Elmo to expand the code around hunting and weapon discharge. The City has been able to operate under the current language without any known or concerns.

Staff recommends the following language be for the City Code:

§ 130.15 USE OF FIREARMS; HUNTING.

- (A) The use of firearms and hunting in the city shall be in accordance with M.S. 97B.001.
- (B) When it has been determined that hunting will be allowed on City owned property the City Council shall pass a resolution outlining the expectations of the hunt and a map depicting the public property which hunting may occur. On private property, it is the responsibility of the individual to understand where and when hunting can occur.*

When or if a resolution is passed for hunting Staff is expecting to recommend a 3rd party to help manage the hunts, such as the Metro Bowhunters. The language that is recommended is vague but leaving it vague doesn't lock a City into a commitment. Instead this language is recommended because it requires a specific action through a resolution that allows the City to adapt to the situation at that time.

FINANCIAL IMPACT

The City insurance provider has not stated that hunting on City lands should not occur. It does not appear that coverage would need to change to allow hunting on public lands. The Metro Bowhunters do have liability insurance and will list the City as an insurer. The City is not expecting a financial impact at if hunting is allowed.

ATTACHMENTS:

- Draft Ordinance Change
- Information on Metro Bowhunters
- Birchwood Example
- Other City Hunting Code

WEAPONS

§ 130.15 USE OF FIREARMS; HUNTING.

- A. The use of firearms and hunting in the city shall be in accordance with M.S.
- B. *When it has been determined that hunting will be allowed on City owned property the City Council shall pass a resolution outlining the expectations of the hunt and a map depicting the public property which hunting may occur. On private property, it is the responsibility of the individual to understand where and when hunting can occur.*

97B.001.(Ord. 08-142, passed 8-2-2016)



Metro Bowhunters Resource Base

"Specializing in Low-Cost Urban Deer Management"

Website: www.mbrb.org

The Metro Bowhunter Resource Base (MBRB) was established in 1995 to aid local municipalities in the Minnesota Twin Cities Metro area control deer numbers in a safe, efficient and cost-effective way.

This is accomplished by way of enlisting the services of qualified archery deer hunters managed by an experienced MBRB staff. The "staff" consists of the MBRB Board of Directors, who are the only permanent "members" of MBRB, along with a number of other experienced MBRB hunters who act in the role of hunt coordinators throughout the hunting season. Each hunt has at least one, and sometimes several (for a large hunt) coordinators, whose role is to ensure that the volunteer hunters follow all MBRB policies, along with organizing the hunt in a way that provides the most effective results. The Board members may also act as coordinators, but in addition. Each hunt has an assigned Board "supervisor" who is responsible for managing any issues that may be escalated by the hunt coordinator (Board members may not supervise hunts for which they are coordinators).

MBRB is a volunteer-based organization, except for some part-time staff costs incurred for maintaining our website and performing other administrative functions.

The MBRB program requirements for participant enrollment qualification include:

1. All MBRB hunters must receive certification through the Minnesota DNR Bowhunter Education Program (or other NBEF program); this is a one-time requirement.
2. All hunters must demonstrate ongoing proficiency with their equipment by passing an annual shooting test. The test has two levels of qualification:
 - a. Standard proficiency: 5 of 5 arrows in 7" target at 20 yards
 - b. Sharpshooter proficiency: 5 of 5 arrows in 4" target at 20 yards
3. The shooting proficiency tests are conducted by several local archery shops. MBRB provides a packet of testing materials early in the year, and hunters can stop by any time during the summer to take the test. The archery shop staff record the test results and fill out a form that the hunter must bring to the orientation meeting for any hunt for which they are drawn.
4. As part of the hunter's initial enrollment and for every subsequent annual renewal, the hunter must sign a pledge holding them to the highest level of hunting ethics. These requirements emphasize our commitment to both public and hunter safety.

We enroll over 750 volunteer hunters annually, and work to create and maintain hunt management standards and communication practices to be sure that all hunters are aware of, and abide by those hunt standards at all times.

We do not do any other special assessment of hunters for entry to the program. Since the organization has been in operation for over 20 years now, the objectives of the program are well understood among the local bowhunting community, so there is a bit of self-selection involved in those who choose to enroll with us. The key components to ensure that the hunters follow the program are:

1. All hunters must attend a mandatory orientation meeting for any hunt for which they are drawn. At the orientation meetings, Board members and/or other coordinators review the purpose for our hunts, all of the MBRB rules and policies and reiterate the importance of hunters maintaining the highest standard of conduct throughout the hunt. The landowner representative then provides any additional rules or requirements for the particular hunt covered in the orientation.

2. In conducting the hunts, all hunters must provide information to the coordinator regarding their stand location. Also, all hunters must sign in and sign out of a central location each time the hunter comes to or leaves from the hunt location.
3. MBRB maintains a strict “wounding” policy which places a hunter on probation if they have hit a deer which is not recovered, and if that hunter then has a second unrecovered deer, they are removed from the hunt. This policy is applied to all participants in the hunt, including Board members and coordinators themselves. If a coordinator is no longer able to hunt for this reason (a very rare situation), that coordinator is still required to staff that hunt and be onsite even though not hunting.
4. The coordinators are fully empowered by the Board to enact certain disciplinary actions directly with hunters, such as making a hunter sit out a day if found not using proper safety equipment. In addition, the coordinator can provide documentation to the supervising Board member regarding other infractions or lack of cooperation on the part of a hunter, and the Board member can then collaborate with the coordinator in applying more consequential disciplinary actions (removal from that hunt completely, removal for any hunt for that season, etc.). After the completion of the hunt season, the Board reviews appropriate disciplinary cases and may elect to inform a hunter that he/she can no longer participate in MBRB hunts.
5. However, the disciplinary issues are an infrequent part of the process. Far more common and helpful to the mission of MBRB is the role that the coordinators play during the hunt in providing guidance to the hunters by helping them to become better and safer bowhunters. There is a great spirit of camaraderie among the hunters and coordinators, and everyone pitches in to help identify good hunting locations, put up stands and track and recover deer. There is definitely a sense of common cause to make the hunts successful.

The results for MBRB are regarded to be generally successful:

1. For the past 10 years we have taken 250 to 300 deer each season, which represents about 10 deer per hunt, as we typically conducted about 25 hunts each season during that period. While not a huge number itself, if you are familiar with the population growth curve for deer, the hunts definitely help.
2. As a result of the success of the program over the years, most of the hunts we conduct have moved from a “doe before buck” requirement to an either-sex option. This is assessed by each landowner annually. However, the hunter base participating in MBRB is well in tune with the goals of deer management, and even in the either-sex hunts, there is still usually a 70% harvest of antlerless deer.

MBRB works with the Minnesota DNR, local police departments, and landowners to assure that the customer’s deer management needs are met. MBRB has successfully worked with many customers in the Metro area including:

City of Brooklyn Center	City of Shorewood
City of Burnsville	Dakota County Parks
City of Maplewood	Ramsey County Parks
City of Mendota Heights	Scott County Parks
City of Oakdale	Three Rivers Park District
City of St. Paul	City of Shoreview
City of Little Canada	Several private landowners
US Fish & Wildlife Service	

Finally, when we describe ourselves as a low-cost resource we mean that – there is no charge to the landowner for our services. The only expense that may be incurred is time for customer personnel in performing ancillary property management activities related to the conduct of the hunt. MBRB also carries liability insurance in the unlikely case that any damage would occur to customer property while a hunt is being conducted. Our record has no instances of property damage in any of our hunts.

Urban Deer Management Options

As a general rule of thumb, native plant communities start showing signs of deer damage at 20 deer per 640 acres (square mile) of suitable habitat. This number can vary and be less as higher density housing/industrial/retail areas are not suitable habitat, but this gives a starting point for a population recommendation.

Below are options for cities to consider when it comes to deer management. The city can manage their situation as they see fit. Option 4 is the only one the DNR requires a few more steps to be completed prior to the issuance of special removal permits.

Options:

- 1) Leave the situation alone and monitor citizen complaints.
- 2) Leave the situation alone, but implement a “no feeding of wildlife ordinance.” This is a good starting stage in the conversation of creating a deer management plan for the city. There are numerous variations of an ordinance, but one example “No person may place or permit to be placed on the ground, or within 5’ of the ground any grain, fruit, salt licks or edible materials which may reasonably be expected to intentionally result in deer feeding.” Feeding ordinances are hard to enforce, but is really good to have in place to work with citizen complaints and educating residents.
- 3) Allow hunting through the season structure already in place by the DNR. This option doesn’t need any approvals from the DNR or any special permits as the season structure is set-up. Metro hunting is typically archery hunting due to population levels and discharge ordinances. Many cities in the Twin Cities Metropolitan Area fall within the metro 701 deer management zone, which is unlimited antlerless harvest throughout the archery season which typically runs mid-September – the end of December. An archery hunter can harvest unlimited antlerless deer, but only 1 buck. The city’s ordinance should be reviewed to see if a change or update is needed to allow this activity.

This is a good and less costly option for the city to start controlling deer within city limits. This can be structured however the council feels appropriate as there are a number of options. One example, landowners with XX amount of acres can bow hunt on their property. Another option is the city can host hunts by selecting hunters, hunt locations, times, etc. There is also the option to enlist an organization to assist the city with archery hunts. Metro Bowhunters Resource Base is a non-profit organization that has been working with cities in the metro for a number of years on setting-up hunts in parks, public and private land. The participants are hunters from the general public who buy archery licenses through the current season structure, have completed the bowhunter education course and also pass an accuracy shooting exam annually.

- 4) Request a deer shooting/removal permit from the DNR outside of the normal season structure. This option allows for contractors or city staff to remove deer via sharpshooting or trap/kill methods. This option requires the following to be done prior to issuing a permit:
- A. Deer population estimate. This is done by aerial deer survey flights during the winter months once every 2 years. This will give the city a snap shot in time of the population within the city borders. This is an excellent data source for defending a hunt or for not hosting a hunt. The city covers the cost and the area DNR wildlife office can provide contacts of contractors or city staff.
 - B. Deer population goal. The city can make and set a population goal based off public input and management goals.
 - C. Public involvement: an open process to allow citizen discussion/input, such as public meetings, hearings or committees.
 - D. A written plan to achieve and maintain the population goal, including information on non-lethal damage abatement techniques.
 - E. Keep and maintain accurate records of deer-vehicle collisions.
 - F. Institute and maintain a standardized system to record citizen complaints.

Upon completion of a deer management plan, if deer removal outside of normal hunting is proposed, the LGU must apply in writing for a DNR deer removal permit annually to remove a specific number of deer. Population control methods which may be approved are shooting with firearms or archery equipment, including trapping deer and dispatching them in the trap. Trap and relocation of deer is not allowed.

The LGU must provide DNR with data on sex, age and location of deer taken, as well as number and sex of fetuses present in females.

All deer taken must be field dressed and donated to charitable organizations or otherwise needy individuals. The recommended disposition plan is to have all deer processed at an MDA certified facility and donated to food shelves. The costs are paid for by the city conducting the removal.

Feel free to contact the Forest Lake Area Wildlife office at 651-539-3324 if you want to discuss further.

CONTRACT FOR GOODS/SERVICES

City of Birchwood Village (City), a political subdivision of the State of Minnesota is in need of services and/or goods (hereinafter "services") and Metro Bowhunters Resource Base, Inc., 7455 France Avenue South Box #409, Edina, MN 55435 (Contractor) desires to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties enter in to this Contract and agree as follows:

1. TERM. The term of this Contract is from the date of execution by all parties through December 31, 2019, or until all work under this Contract is completed and payments made, which ever occurs first, unless earlier terminated by law or according to the provisions of this Contract.
2. SCOPE OF SERVICES. The City requests and the Contractor agree to provide the services that are attached and incorporated as Exhibit A. If there is a conflict between this Contract and Exhibit A, this Contract shall govern. Services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's occupation performing services under similar conditions.
3. PAYMENT. The City agrees to pay for the services, including expenses in an amount not to exceed \$0.00 (Contract Maximum), and in accordance with payment rates or schedule set forth in the Exhibit(s). The City will reimburse MBRB for the cost to list the City as an additional insured party on its insurance policy for these services.
4. CUSTOMER LIAISON. Contractor shall work closely with the City's liaison, Tobin Lay, City Administrator, contact number 651-426-3403.
5. GENERAL CONDITIONS. The General Conditions of this Contract also known as 2019 Birchwood Village Special Archery Deer Hunt Rules are attached and incorporated as Exhibit B.
6. INDEMNIFICATION. Contractor agrees to indemnify and save harmless City of Birchwood Village from any and all losses, fines, suits, damages, expenses, claims, demands, and actions of any kind resulting from Contractor's negligence or alleged negligence.
7. ENTIRE AGREEMENT. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 9th day of October, 2019.

METRO BOWHUNTERS RESOURCE BASE

By: 

Print Name: Daniel G. Christensen

Title: President, MBRB

Telephone: 612-640-0906

CITY OF BIRCHWOOD VILLAGE

By: 

Mary Wingfield, Mayor

By: 

Tobin Lay, City Administrator

RESOLUTION 2019-27**CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA****A RESOLUTION SUSPENDING CITY ORDINANCE
SECTION 609.020 FOR SPECIAL BOW HUNT**

WHEREAS, the City of Birchwood Village is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the deer herd in Birchwood Village is estimated to be three (3) times the recommended size by the Minnesota Department of Natural Resources (DNR) for the City; and

WHEREAS, a show-of-hands at a town hall meeting regarding deer management showed overwhelming support from Birchwood Village residents to thin the deer herd in Birchwood Village; and

WHEREAS, the Birchwood Village Parks and Natural Resources Committee recommends thinning the City's deer herd; and

WHEREAS, the City Council has approved a contract with Metro Bowhunters Resource Base (MBRB) to thin the deer herd in Birchwood Village; and

WHEREAS, City Ordinance Section 609.020 prohibits hunting within the City by any means.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Birchwood Village, Minnesota, as follows:

1. Section 609.020 of the Birchwood Village City Code be suspended between the dates of November 1-3 and 22-24 of 2019 for bow hunters from MBRB authorized by the City.
2. Hunting be confined to designated hunt zone only.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 12th day of November, 2019.

Attest:

Mary Wingfield, Mayor

Tobin Lay, City Administrator-Clerk

609. FIREARMS

609.010. DEFINITIONS.

1. Firearms. Any device from which is propelled any projectile or bullet by means of explosions or gas and shall include but not be limited to B-B guns, air rifles, and air pistols.

609.020. SHOOTING RESTRICTED. No person shall discharge any firearm or engage in hunting of any game birds or animal by any means within the City of Birchwood Village except:

1. Unless discharged in lawful defense of person or property; or
2. By a duly authorized law enforcement officer in the performance of his duty.

CHAPTER 4

WEAPONS

SECTION:

5-4-1: **DISCHARGE OF WEAPONS:**

- A. Definitions: The following definitions shall apply in the interpretation and enforcement of this section:

BOW: All bows used for target and hunting purposes as regulated and defined by Minnesota Statutes Chapter 97B. (Amended Ord. 394, 7-6-10)

FIREARM: Means a gun that discharges shot or a projectile by means of an explosive, a gas, or compressed air. (Amended Ord. 394, 7-6-10)

HANDGUN: A weapon designed to be fired by the use of a single hand and with an overall length less than 26 inches, or having a barrel or barrels of a length less than 18 inches in the case of a shotgun or having a barrel of a length less than 16 inches in the case of a rifle (1) from which may be fired or ejected one or more solid projectiles by means of a cartridge or shell or by the action of an explosive or the igniting of flammable or explosive substances; or (2) for which the propelling force is a spring, elastic band, carbon dioxide, air or other gas, or vapor. (Amended Ord. 394, 7-6-10)

IMMEDIATE

FAMILY: All persons related to the landowner which includes the children, siblings, grandchildren and their respective spouses. (Amended Ord. 394, 7-6-10)

RIFLE: A shoulder weapon with a long grooved barrel that uses the energy of the explosive in a fixed metallic cartridge to fire only a single projectile (bullet). (Amended Ord. 394, 7-6-10)

SHOTGUN: A shoulder weapon with a smooth bored barrel or barrels which utilizes gunpowder or any other burning propellant and discharges more than one projectile at a time, except when using ammunition containing a single slug or a combination

of both a single slug and shot in the same shotshell. For the purposes of this Ordinance, a muzzleloader, as regulated by the State of Minnesota, shall be considered a shotgun.

(Amended Ord. 240, 10-6-1998, eff. 1-1-1999; amd. 2003 Code; Amended Ord. 394, 7-6-10)

- B. For the purposes of this Ordinance, except Section D.2., “Firearms” and “Handguns” do not include a device firing or ejecting a shot measuring .18 of an inch or less in diameter, commonly known as a “BB gun,” a scuba gun, a stud gun or nail gun used in the construction industry or children’s pop guns or toys. Notwithstanding these exceptions, all other state laws and City Ordinances regarding the use of these items shall apply. (Ord. 394, 7-6-10)
- C. Compliance With Provisions: No person shall discharge at any time a firearm or bow upon or onto any land or property within the city except as provided by this section.
- D. Prohibited Discharges:
 - 1. No person shall discharge a firearm within five hundred feet (500') of any residence or a bow within one hundred fifty feet (150') of any residence except with the permission of the property owner. (Amended Ord. 394, 7-6-10)
 - 2. No person shall discharge a firearm or bow on public property owned or operated by the city, county, state or school district except as provided in City Code 5-4-1G. (Amended Ord. 410, 7-6-11)
 - 3. The discharge of a rifle or handgun utilizing a solid projectile shall not be allowed within the city.
- E. Permitted Discharges; Restrictions:
 - 1. Written permission by the property owner shall be given to any person prior to the discharge of a firearm or bow on his/her property.
 - 2. When recreational target shooting is conducted, the projectile shall be directed at a target with a backstop of sufficient size, strength and density to stop and control the projectile. (Amended Ord. 394, 7-6-10)
 - 3. When discharging a firearm or bow, the projectile shall not carry beyond the property line. (Amended Ord. 240, 10-6-1998, eff. 1-1-1999)

4. All hunting shall be conducted in compliance with the regulations of the State of Minnesota. (Ord. 394, 7-6-10)

- F. Hunting Restrictions and Zones Established: The City of Andover Hunting Map attached to this Ordinance and on file in the office of the City Clerk shall establish zones where the discharge of firearms or bows are permitted. Said map and language contained and stated on the map shall become part of this section. No discharge of firearms or bows for the purpose of hunting shall be permitted except in compliance with the regulations of the State of Minnesota, the designated areas established on the City of Andover Hunting Map, the restrictions of this section and the following (Ord. 394, 7-6-10):

1. Restricted Zone North:

a) A minimum property size of ten acres is required for the discharge of firearms for the purpose of hunting or target shooting. (Ord. 394, 7-6-10)

b) A minimum property size of 2.5 acres is required for the discharge of a bow for the purpose of hunting or target shooting. (Ord. 394, 7-6-10)

2. Restricted Zone South:

a) A minimum property size of forty acres is required for the discharge of firearms for the purpose of hunting deer. (Ord. 394, 7-6-10)

b) Permit To Hunt Deer:

1. Permit Required: An individual annual or seasonal permit is required by the city for the discharge of firearms for the purpose of hunting deer with a shotgun (slug only) in Restricted Zone South. Only landowners or immediate family members as defined in this Ordinance are eligible for this permit. (Amended Ord. 240, 10-6-1998, eff. 1-1-1999; amd. 2003 Code; Amended Ord. 394, 7-6-10)

2. Consent Of Property Owners: A request for such permit shall be accompanied by written permission from fifty percent (50%) or more of the adjacent landowners.

3. Time Limit On Acquiring Permit: Permits shall be obtained from the city thirty (30) days prior to the opening day of firearm deer season as established by the Minnesota Department of Natural Resources.

4. Conditions Of Issuance: Such permit shall only be issued under the terms consistent with this section and all applicable state and federal laws and regulations concerning the hunting of deer via firearm and discharge of firearms shall occur no closer than one-quarter (1/4) mile from any urban development, park or institutional use. (Amended Ord. 394, 7-6-10)

c) A minimum property size of ten acres is required for the discharge of firearms for the purpose of hunting geese during Early Goose Season and waterfowl during the Regular Waterfowl Season as regulated by the State of Minnesota. (Ord. 394, 7-6-10)

d) A minimum property size of 2.5 acres is required for the discharge of a bow for the purpose of hunting or target shooting. (Ord. 394, 7-6-10)

3. Prohibited Zone:

a) The discharge of firearms and bows are prohibited. (Ord. 394, 7-6-10)

G. Exemptions From Provisions:

1. The provisions of this section shall not apply to the discharge of firearms, rifles or handguns when done in the lawful defense of persons or property. No part of this section is intended to abridge the constitutional right to keep and bear arms.

2. The City Council may approve an exemption to this section, with reasonable conditions to protect public health, safety and welfare, to allow the discharge of firearms and bows for the following (Amended Ord. 410, 7-6-11):

a. For the purpose of managing and controlling wildlife populations, provided the hunt has received support from the Minnesota Department of Natural Resources. (Amended Ord. 410, 7-6-11)

b. For target shooting as an accessory use to a retail business or as a special event or competition. (Amended Ord. 410, 7-6-11)

c. For law enforcement training purposes. (Amended Ord. 410, 7-6-11)

H. Violation; Penalty: Any person who violates any provision of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished according to state law. (Amended Ord. 240, 10-6-1998, eff. 1-1-1999)

FLORENCE ST NW
EKLUM ST NW
DISPROUTUM ST N
CORLETT ST NW
BARELUM ST NW
ARGON ST NW
ZINUS ST NW
YAKMA ST NW
AKINDO ST NW
BACOST NW
FENREST NW
TOWNS ST NW
SLIDERS ST NW
ROADHOUSE ST NW
GILGAMP ST NW
POTHORADUM ST N
ONIDA ST NW
NIP AD ST NW
MACK ST NW
LINDS ST NW
ADHASE NW
FORD ST NW
BICK ST NW
FARMER ST NW
GILLMAN ST NW
POLY ST NW
HODGET ST NW
DAVID ST NW
CHIEF ST NW
MELCROFT ST NW
AZELCS NW
ZEL ST NW
TUCK ST NW
XENIA ST NW
WOODBINE ST NW
PINTAGE ST NW
UNDERCLIFF ST N
TULIP ST NW
SILVERD ST NW
ROSE ST NW
QUILA ST NW
POPPY ST NW
ORCHID ST NW
NARCISUS ST NW
MARGOLD ST NW
LIL ST NW
KEBER ST NW
JONQUIL ST NW
FYPWOOD ST NW
HEATHER ST NW
GLADDOLE ST NW
FLOLA ST NW
EDDLEWINS ST NW
DALLA ST NW
CRUCUS ST NW
BUTTERSWEET ST A
AROPHAGD ST N
ZOO ST NW
TUCKON ST NW
ADJUST NW
PRAISE ST NW
PRAISE ST NW
PLANDER ST NW
BIRCH ST NW
SPRING ST NW
RABBIT ST NW
QUIN ST NW
PATRIDGE ST NW
ORANGE ST NW
NIGHTINGALE ST
MARTIN ST NW
LUNNET ST NW
KILLDEER ST NW
JOB ST NW
IBIS ST NW
HUMPHREY ST
GRONCE ST NW
FLAMINGO ST NW
EAGLE ST NW
DRAGE ST NW
CRANE ST NW
BLUEBIRD ST NW
BUCKET ST NW
ZILLA ST NW
YELLOW PINE ST A
ADON ST NW
WINTERGREEN ST
UNIT ST NW
FALE ST NW
TAMARACK ST NW
STC MORE ST NW
REDWOOD ST NW
QUINCE ST NW
PALM ST NW
GLITE ST NW
NORPAT ST NW
MAGNOLIAT NW
LARCH ST NW
KUMQUIT ST NW
JUNIPER ST NW
JACK ST NW
HOLLY ST NW
GOLDENROD ST N
PLANTWOOD ST NW
EVERGREEN ST NW
DOORWOOD ST NW
BUTTERNUT ST NW
ALDER ST NW
UNIVERSITY BL A



Hunting / Discharge Map

Date: 3/9/2020

Restricted Zone North

Restricted Zone South

Prohibited Zone

Restricted Zone South

Prohibited Zone

Roanoke St NW

159th Ave NW

157th Ave NW

Prohibited Zone

161st Ave NW

Verdin St NW

Round Lake Blvd NW

Hanson Blvd NW

BN Railroad

Constance Blvd NW

University Ave NW

181st Ave NW

Coon Creek

149th Ave NW

153rd Ave NW

Ivywood St NW

Uplander St NW

Uplander St NW

155th Ln NW

148th Lane NW

146th Lane NW

150th Ln NW

Evergreen St NW

BUNKER LAKE BLVD.

5-3-6: HUNTING:

A. Use Of Weapons For Hunting:

1. Firearms:

a. The landowner of land zoned AG-1 or AG-2, consisting of forty (40) contiguous acres or more, persons while accompanied by the landowner, or persons in possession of written permission from the landowner of land zoned AG-1 or AG-2 of forty (40) contiguous acres or more may discharge firearms in hunting wild game in accordance with Minnesota statutes chapter 97B upon the landowner's land.

b. Written permission from the landowner must be in the possession of the hunter at the time of hunting along with adequate identification.

c. No person shall take any wild game with any firearms on any land zoned AG-1 or AG-2 of forty (40) contiguous acres or more, or on any public right of way, under the following circumstances:

(1) In that portion of the city lying west of Keats Avenue, southerly of Military Road, and northerly of U.S. Highways 61 and 10.

(2) In that portion of the city lying south and west of U.S. Highways 61 and 10, except for the northwest and southwest halves of section 28.

(3) Within five hundred feet (500') of any building occupied by any human or livestock, except with the written permission of the landowner and occupant of such premises.

(4) Within five hundred feet (500') of any stockade or corral containing livestock.

(5) Within five hundred feet (500') of any highway or roadway.

d. All firearms used for the taking of wild game shall be limited to shotguns, .22 caliber rifles or long guns of less than .22 caliber.

e. Persons discharging firearms while hunting in accordance with Cottage Grove ordinances and state statute shall not let any projectiles pass beyond the boundary of the land they are permitted to hunt.

f. Persons discharging single projectiles from firearms while hunting in accordance with Cottage Grove ordinances and state statute must hunt from an elevated stand of at least six feet (6') or more.

2. Archery Hunting:

a. The landowner of land zoned AG-1 or AG-2 or R-1 consisting of a minimum of five (5) contiguous acres, or persons with written permission from the landowner of land zoned AG-1, AG-2 or R-1 consisting of a minimum of five (5) contiguous acres may, upon the land of the landowner, discharge a bow and arrow in hunting wild game in accordance with Minnesota statutes chapter 97B, and all subsequent amendments, and the ordinances of the city.

b. Written permission from the landowner must be in the possession of the hunter at the time of hunting along with adequate identification.

c. No person shall take any wild game with any bow and arrow on any land zoned AG-1, AG-2 or R-1 under the following circumstances:

(1) Within three hundred feet (300') of any property with a zoning classification other than AG-1, AG-2 or R-1.

(2) Within three hundred feet (300') of any public park land or public trail.

(3) Within three hundred feet (300') of any public right of way.

(4) Within three hundred feet (300') of any land or building not owned by the landowner.

(5) Any circumstance in which it is foreseeable that the safety of another person would be endangered.

d. Persons hunting in accordance with Cottage Grove ordinances and state statute shall not let any arrow pass beyond the boundary of the land they are permitted to hunt.

e. Persons hunting in accordance with Cottage Grove ordinances and state statute must hunt from an elevated stand of at least six feet (6') or more. (Ord. 777, 8-10-2005)

3. Rodent Control: The director of public safety or his/her designee, upon the showing of a need, may grant exceptions through a permit to this chapter for the purposes of rodent control on land zoned AG-1, AG-2 or R-1 and R-2. All weapons used in the control of rodents shall conform to regulations established in this chapter. (1971 Code § 27-15; amd. 2000 Code)

4. Responsibility Of Landowner: The landowner shall be responsible for the conduct of any hunter on land for which he/she has granted permission to hunt. (1971 Code § 27-15; amd. 2000 Code; Ord. 777, 8-10-2005)

5. Enforcement 1

a. Authority Of Peace Officers: A peace officer is hereby authorized and empowered to enforce all requirements of this subsection A and related state statutes.

b. Seizure, Confiscation And Disposal Of Game And Property: A peace officer is hereby authorized and empowered to seize and confiscate any wild game taken in violation of this subsection A and to seize, confiscate and dispose of all guns, firearms, bows

and arrows, boats or vehicles used by the owner or any other person with his/her knowledge in unlawfully taking or transporting such wild game in violation of this subsection A. Articles which have no lawful use may be summarily destroyed. Upon conclusion of the prosecution of any case, the guns, firearms, bows and arrows, boats or vehicles seized pursuant to this subsection shall be returned to the lawful owner thereof upon payment to the city of all costs incurred by the city in the seizure, to include towing fees and storage or impound fees. In the event the lawful owner cannot be determined or located, the property shall be disposed of in compliance with court order. (1971 Code § 27-15; amd. 2000 Code)

B. Excess Population; Special Hunting Areas:

1. Excess Population And Special Hunting Areas Determined: The department of public safety shall determine, after consultation with the department of natural resources, when there is an excess population of wild game or when herd control is required. Upon such determination, the department of public safety shall designate additional area(s) for hunting of wild game, which hunting shall be in accordance with Minnesota statutes chapter 97B. The resolution shall define the area(s) which may be hunted. Such resolution shall be effective for one season. (1971 Code § 27-16)

C. Designated Hunting Areas:

1. This chapter along with the boundaries will be reviewed annually by the public services committee. (Ord. 968, 9-7-2016)
2. Annually before the hunting season commences, the city council will cause to be published a map designating the areas within the city where hunting is allowed. (Ord. 777, 8-10-2005)

Notes

CHAPTER 6

WEAPONS

SECTION:

5-6-1 Use Of Firearms And Bows And Arrows

5-6-2 Regulation Of Firearms, Pistols And Weapons

5-6-1: USE OF FIREARMS AND BOWS AND ARROWS:

A. Definitions: For purposes of this section, the terms defined in this subsection have the meanings given them:

AIR PISTOLS: Any hand weapon that propels a projectile by means of compressed air or carbon dioxide.

AIR RIFLES: Any shoulder weapon that propels a projectile by means of compressed air or carbon dioxide. Air rifles shall include BB guns.

FIXED AMMUNITION: Gun ammunition of the type comprising a cartridge case with primer, a propellant charge and a projectile or projectiles (fused or unfused), all of these components being assembled as a unit for one firing.

PISTOL: Any handgun capable of propelling fixed ammunition.

RIFLE: Any shoulder weapon designated as a rifle, capable of propelling fixed ammunition.

SHOTGUN: Any smooth bore weapon designated as a shotgun capable of propelling fixed ammunition. (1974 Code § 925.02)

B. Rifles, Pistols, Shotguns, Air Rifles And Air Pistols: The shooting or carrying of rifles, shotguns, pistols, air rifles and air pistols which are not encased or dismantled is prohibited in the city except in the following circumstances:

1. By law enforcement officers in the line of duty; or
2. By a person discharging any rifle, shotgun or pistol when in the lawful defense of person, property or family, or the necessary enforcement of the law; or
3. By any person discharging a rifle, shotgun or pistol on a licensed shooting range within the city; or
4. By a person shooting or carrying an unencased and undismantled .22 caliber rifle with CCI Quiet .22 caliber long rifle ammunition only when such shooting and carrying occurs while participating in a gun safety instructional program administered and sponsored by the Minnesota department of natural resources on land zoned E-1 where the zoning requirements for the program have been met and where the landowner has given written consent and only at specific locations on the land that have been approved and designated in writing by the city's chief of police. In granting approval of the specific locations, the city's chief of police may impose conditions, limitations and restrictions with respect to the number of participants, the number of instructional sessions, the times and dates of the instructional sessions, the number and placement of warning signs and the duration of the program. (Ord. 1257, 9-10-2012)
5. By employees of any government entity approved by the Chief of Police, when needed to harvest or reduce populations of animals within the city limits.

C. Restrictions On Use Of Bow And Arrow:

1. The shooting or discharge of any bow and arrow within the city is hereby prohibited except in any of the following circumstances:
 - a. While hunting or engaged in target practice in that geographic portion of the city designated on the map, effective September 17, 2016, on file with the city clerk as the area available for hunting or target practice, subject to the conditions hereafter set forth; the above identified map is hereby approved and hereby incorporated by reference and made a part of this section; or
 - b. While engaged in target practice within an enclosed structure; or
 - c. While engaged in target practice at a posted and designated archery range in a city park; or
 - d. While engaged in target practice on school or college grounds as part of an instructional course or supervised recreational activity and only with the permission of the school or college; or
 - e. While engaged in target practice at a licensed commercial archery range.
2. Provided, however, the shooting or discharge of a bow and arrow under the circumstances described in subsection C1 of this section relating to hunting or target practice in that geographic portion of the city designated on the map, effective September 17, 2016, on file with the city clerk shall only occur if the following conditions are met:
 - a. All persons who are hunting must register with the police department and must also provide a copy of their hunting license. Hunters who will be hunting on someone else's property will be required to show written permission from the property owner and must also provide proof of proficiency. Property owners/tenants, and all those related individuals as

hereafter defined by this section, who hunt on their own property will not need to provide proof of proficiency. Proof of proficiency may be obtained at a local or regional archery range or outdoor sporting goods store, the measure of which is the ability to shoot five (5) of five (5) arrows into a four inch (4") target at twenty (20) yards. The proficiency test must be completed every twenty four (24) months from the original certification date.

b. There shall be no shooting or discharge of any bow and arrow within three hundred feet (300') of any residential or commercial structure; provided, however, the prohibition contained in this subsection C2b shall not apply: 1) if the person shooting or discharging the bow and arrow owns the residential or commercial structure or 2) if the owner of the residential or commercial structure consents in writing to allow shooting or discharge of a bow and arrow within three hundred feet (300') of such residential or commercial structure and the written consent is filed with the city police department prior to the shooting or discharge.

c. There shall be no shooting or discharge of any bow and arrow within two hundred feet (200') of any driveway not owned by the person engaged in the shooting or discharge, unless the owner of the driveway consents in writing and files the written consent with the city police department prior to the shooting or discharge.

d. There shall be no shooting or discharge of any bow and arrow within two hundred feet (200') of any public street or private roadway.

e. On an individual parcel less than five (5) acres in size, no shooting or discharge of a bow and arrow shall occur unless allowed under subsections C2f and C2g of this section.

f. On an individual parcel of two and one-half (2.5) acres or more in size but less than five (5) acres in size, the owners of the parcel, the tenants of the parcel and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants may shoot or discharge a bow and arrow on such parcel for hunting or target purposes.

g. On contiguous parcels that are cumulatively five (5) acres or more in size when combined, the owners of the parcels, the tenants of the parcels and the spouses, parents, those receiving written permission from all the owners may shoot or discharge a bow and arrow on such parcels for hunting or target purposes if the owners of the contiguous parcels in writing consent to the use of the parcels for such purposes and the owners have filed the written consent with the city police department prior to the shooting or discharge.

h. On an individual parcel of five (5) acres or more in size, only the owners of the parcel, the tenants of the parcel and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants and those receiving written permission from the owner may shoot or discharge a bow and arrow on such parcel for hunting or target practice purposes.

i. In those instances stated above, where written permission from the owner is required, the following additional conditions must be met:

(1) Prior to any shooting or discharge of a bow and arrow, the person receiving the written permission shall file with the city police department the following information in writing: name, address and telephone number of the fee owner and of the persons receiving the permission; the beginning and end dates when hunting or target practice is to occur; a general description of the location of the subject parcel; a copy of the written permission received from the fee owner; as well as proof of proficiency to be obtained at a local or regional archery range or outdoor sporting goods store, the measure of which is the ability to shoot five (5) of five (5) arrows into a four inch (4") target at twenty (20) yards; the license plate number of the vehicle that the person will be driving to the subject parcel; evidence that the person has a valid Minnesota archery license; and emergency contact information.

(2) The written permission from the fee owner must specifically state the beginning and end dates for which permission has been granted. The person receiving such permission must have the written permission in possession at all times while hunting or target practicing on the subject parcel. Discharge of the bow and arrow on the subject parcel shall only occur on the dates stated on the written permission. No shooting or discharge of a bow and arrow and no hunting shall occur on the subject parcel if the fee owner revokes the written permission.

j. The person discharging the bow and arrow for hunting purposes must comply with all the laws and regulations of the state of Minnesota relating to hunting.

3. To facilitate inquiries with respect to which parcels of land are not available for hunting or target practice because the owners thereof decline to grant permission for such activities, the clerk shall maintain a list by owner name and address for such nonavailable parcels. In order for the owner name and parcel address to be placed on the list, the parcel owner must in writing notify the clerk that the owner wishes to be on the list and has decided not to grant permission for hunting or target practice. The name of the owner and the parcel address shall be removed from the list if the owner files a written request with the clerk to remove the owner name and parcel address. The creation of the list is a voluntary program. There is no requirement that an owner and parcel be on the list in order for the owner to decline permission to anyone for hunting or target practice. The purpose of the list is to present an opportunity for an owner to make known that the owner has decided not to grant permission with the result that contacts with the owner are reduced or eliminated.

4. The council, by resolution, may in its discretion on an annual basis add parcels to that geographic portion of the city available for hunting or target practice referenced in subsection C1a of this section. If the council adds additional parcels by resolution, the authorization granted by the resolution and the inclusion of such parcels within the above referenced geographic area shall expire on December 31 of the year when the resolution was passed. If an owner wishes the council to include the owner's parcel within the above referenced geographic area, the owner must make an application to the city no

later than August 15 of the year the owner wishes the parcel to be included.

D. Shooting Ranges: All owners of commercial rifle ranges, commercial trap ranges, commercial target ranges and commercial archery ranges at any place within the city shall, from and after the effective date hereof, be required to pay a license fee in the amount established by resolution of the city council. Such ranges shall be operated so as to result in maximum safety to the residents and property of the city, and the owners and operators of such ranges shall comply with all regulations for such ranges that the city may hereinafter enact. Violation of any of the terms of such regulations constitutes a violation of this section and is cause for revocation of the license granted under the terms of this section.

(1974 Code § 925.05) (Ord. 1162, 9-24-2007; amd. Ord. 1257, 9-10-2012; amd. Ord. 1320, 8-22-2016; amd. Ord. 1375, 11-12-2019)

5-6-2: REGULATION OF FIREARMS, PISTOLS AND WEAPONS:

A. Definitions: For purposes of this section, the terms defined in this subsection have the meanings given to them:

FIREARMS: Any weapon, other than a pistol, from which is propelled any missile, projectile or bullet by means of explosives or gas and shall include air and BB guns.

PISTOL: Shall have the meaning defined by Minnesota statutes section 624.712.

WEAPONS: Dagger, metal knuckles, switchblade, stiletto or other dangerous or deadly weapon. (1974 Code § 927.01)

B. Concealed Weapons Prohibited: No person shall carry or wear concealed about his person any dagger, metal knuckles, switchblade, stiletto or other dangerous or deadly weapon within the city. (1974 Code § 927.03)

C. Tampering With Firearm And Pistol Identification Marks: No person shall change, alter or obliterate the name of the make, model, manufacturer's number or other mark of identification, and no person shall keep in his possession or under his control any such firearm or pistol upon which the name of the make, model, manufacturer's number, or other mark of identification has been, to his knowledge, changed, altered, renewed, or obliterated. (1974 Code § 927.05)

D. Transporting Firearms, Pistols And Weapons:

1. A person not in possession of a valid permit as provided in Minnesota statutes section 624.714 shall not carry a firearm, pistol or weapon except unloaded and completely enclosed in a container. When said firearm, pistol or weapon is transported in a vehicle, it shall be stored in the trunk or the most inaccessible part of the vehicle.

2. No person, including all those who have been granted a permit to carry pistols, shall carry firearms, pistols or weapons on their person or in the passenger compartment of any motor vehicle while under the influence of alcohol, hallucinatory chemicals or narcotic drugs. (1974 Code § 927.07)

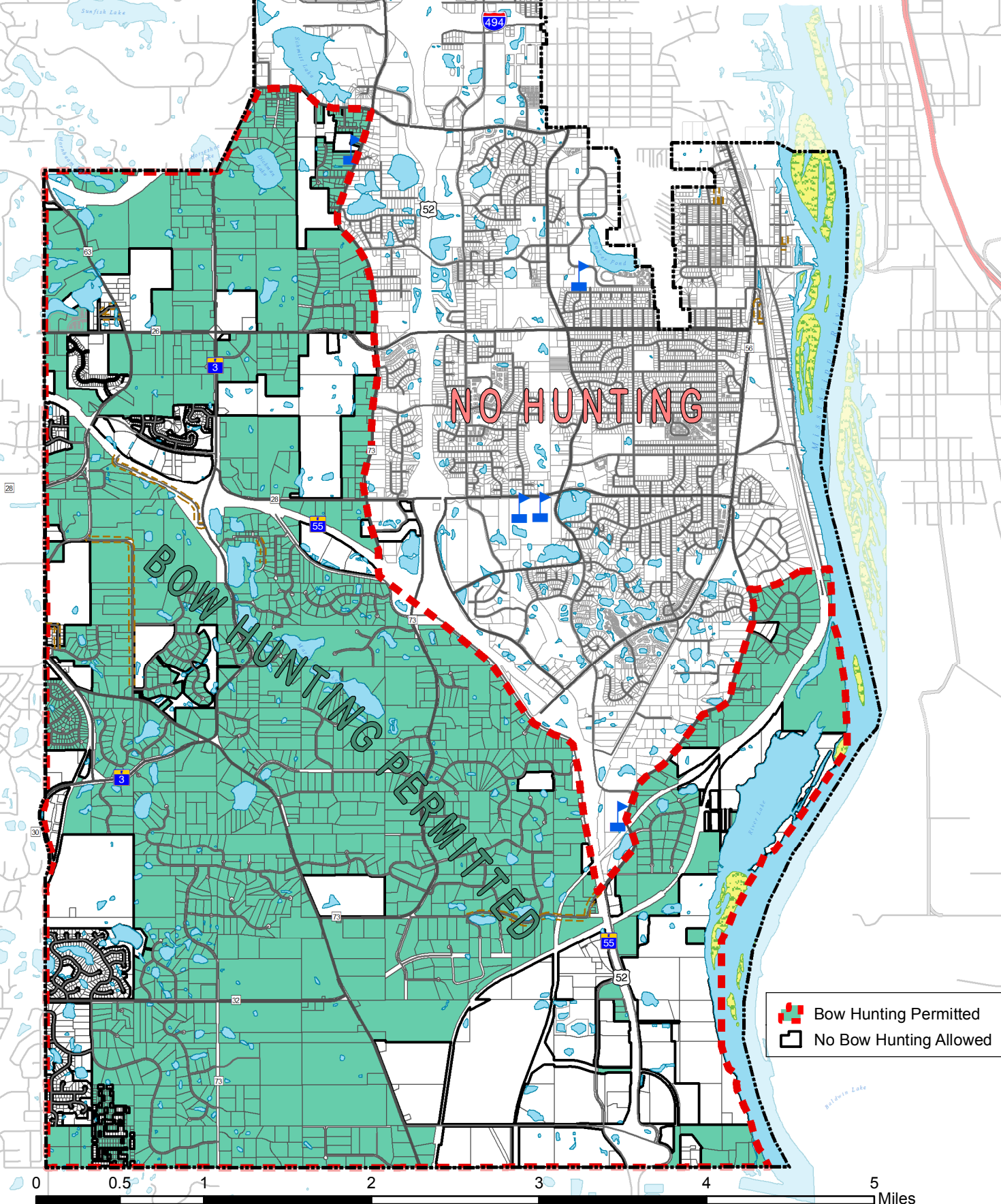
E. Penalties: Any person convicted of any violation of this section may be punishable as provided in section 1-4-1 of this code. In addition, any firearm, pistol or weapon in possession of such person at the time of such violation, and used therein, shall be confiscated. Conviction of any violation shall work automatic revocation of all registrations, permits and licenses held thereunder by the violator. (1974 Code § 927.09; amd. 2008 Code)

F. Disposition Of Confiscated Firearms, Pistols And Weapons: Any firearms, pistols or weapons confiscated for violation of this section shall be stored by the chief of police. All such confiscated firearms, pistols and weapons shall, from time to time, be destroyed or disposed of under the supervision of the chief of police or his agent. Destruction of such firearms, pistols and weapons shall be done in a manner which renders them incapable of being used for their intended purpose. (1974 Code § 927.11)



City of Inver Grove Heights Bow Hunting Area Boundary

Effective
September 17th, 2016





Staff Report

DATE: 12/21/2020

MOTION

AGENDA ITEM: Parks Commission 2021 Work Plan
SUBMITTED BY: Ben Prchal, City Planner
REVIEWED BY: Marty Powers, Public Works Director
Ken Roberts, Planning Director

BACKGROUND:

Per Section 32.092 of the Lake Elmo City Code, the Parks Commission is tasked with developing an annual work plan, including a list of projects, maintenance items, programs and goals for the year. Staff built off of the 2020 work plan to establish the 2021 Parks Commission Work Plan.

The Plan is intended to assess and then implement overall goals of the Parks Commission and outlines projects that the Commission and staff will work on throughout the upcoming year, yet has the flexibility to respond to priorities as they emerge. The projects are broken down in to the following categories:

- **Planning and Policy** – This section addresses the larger long term park projects and funding opportunities.
- **Development & Equipping** – Projects that will be carried out in the following year.
 - This would be limited to projects approved through CIP.
 - This provides an opportunity to break down specific tasks associated with developing and equipping.
- **Maintenance & Refurbishing** – Projects in this category are carried out by public works staff and does not rely on the Park Dedication money for funding.
- **Nature & Conservation** – What specific activities can the Parks Commission carry out this year to promote open space character and commitment to the environment via nature observation amenities and targeted conservation programs? Also, continue to implement conservation efforts and remediation of invasive species.
- **Park Awareness** – Establishes the goals and ways in which staff and the commission can receive feedback from the community. The City currently uses an online survey tool to reach out to residents with hopes of understanding what the needs of the community might be.
- **Finance** – How, specifically, does the Parks Commission want to spend and budget Parks and Recreation funds?
 - This will of course go hand-in-hand with planning and audit but this specifically should focus on next tasks to be carried out in terms of budget.

ISSUE BEFORE THE PARKS COMMISSION:

Would the Park Commission like to accept the 2021 work plan as proposed?

DETAILS AND ANALYSIS:

Included as an attachment is a redlined work plan but Staff has outlined some of the changes below.

Planning and Policy – The edits in this section outline a larger project of visiting each park and identifying areas that need improvement.

Development & Equipping – This section has not changed much because there are not any projects planned. Staff will be expecting to see this section change going into 2022 after the park assessment has been completed.

Maintenance & Refurbishing – There are not many changes to this section of the work plan.

Nature & Conservation – Sunfish Lake Park will need to be managed and receive buck thorn mitigation for years to come.

OPTIONS:

1. Approve the Parks Commission 2021 Work Plan as presented.
2. Amend the Parks Commission 2021 Work Plan as presented.

FISCAL IMPACT:

Fiscal impacts are outlined and confirmed in the Capital Improvement Plan (CIP). CIP items are funded through the Park Dedication Fund while Development & Equipping items are funded through the Public Works Budget.

RECOMMENDATION:

Staff recommends the following motion:

“Motion to recommend approval of the 2021 Parks Commission Work Plan.”

ATTACHMENTS:

1. 2021 Parks Commission Work Plan (red line)



2021 Parks Commission Strategic Work Plan

The City of Lake Elmo Park Commission has affirmed their overall goals to be:

- 1) Ensure that our parks and trail system are constructed / maintained.
- 2) Provide recreational amenities that will attract more users of public lands as well as property tax payers to the City.
- 3) Create a safe environment in all our parks.
- 4) Serve as a reviewing body to make sure the “open space” character development is preserved in new developments.

With the broader priorities defined, the 2021 Park Commission Strategic Work Plan has been broken down into six segments: Planning & Policy; Park Development & Equipping; Maintenance & Refurbishing; Nature & Conservation; Park Awareness; and Finance.

Status and Timeline (projected months in which project will be brought to Parks Commission meeting) are also indicated in order to better manage goals and objectives.

Planning and Policy			
Assess future park needs.			
Project	Specific Tasks	Status	Timeline
Work with the County on implementing the Central Greenway Trail Master Plan.	<ul style="list-style-type: none"> Assist Washington County when necessary. Work with Washington County on funding opportunities. 	<ul style="list-style-type: none"> Met Council has approved the master plan. 	(Ongoing) As road projects or other opportunities become available Staff will work to help develop segments of the trail
Development Review	<ul style="list-style-type: none"> Continue to make recommendations on development applications with a focus on proper equipping of parks and available park funding. Have available 5 year CIP upon request 	Ongoing	Ongoing
By-laws for Parks Commission	<ul style="list-style-type: none"> Review/amend as required. 	Ongoing	Ongoing
Park Use plan	<ul style="list-style-type: none"> Revisit and update the plan as needed Visit each City park and outline the needs of the City and Neighborhood for amenities within the park. Apply findings to CIP. 	Ongoing	As needed
Park Naming Policy	<ul style="list-style-type: none"> Amend the Park naming Policy 	Will begin when time allows in 2020	2020

Look for Grant Opportunities	<ul style="list-style-type: none"> Look for grant opportunities that aide in development of parks within the City. 	Ongoing	Ongoing
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Development & Equipping

Begin work on approved projects (those in the Capital Improvement Plan or have received a form of funding approval).

Project	Specific Tasks	Status	Timeline
Sunfish Lake Park	<ul style="list-style-type: none"> Work with Trail Builder on constructing trails within Sunfish Lake Park Submit grant for buckthorn removal 	Trail Planning Planning	Advertise for bids for trail development 2020. Submit buck thorn grant 2020.
New Park Development Inwood Park	<ul style="list-style-type: none"> Determine what the best amenities may be for the park. Receive bids for construction 	Planning, Design, and Implement plan in 2020	2020—Have park complete
Dog Park	<ul style="list-style-type: none"> Review City parks/land to determine where a dog park may be located. 	Beginning Conversation in <u>20202023.</u>	<u>20212023</u>
<u>City Trail Connectivity</u>	<ul style="list-style-type: none"> <u>Identify trails within the City that can be connected to each other.</u> 	<u>Ongoing</u>	<u>Ongoing</u>

Maintenance & Refurbishing

Maintain and upgrading park facilities in a manner that increases park use for a relevant experience.

New soccer and tennis nets, add benches and garbage cans.	<ul style="list-style-type: none"> Public works to carry out maintenance. Trash can replacement Tree plantings 	Recommended by Public Works	2020
Pickleball	<ul style="list-style-type: none"> Refurbish current tennis courts to accommodate pickleball. 	Ongoing and as requested.	<u>20202021</u>
Park needs assessment	<ul style="list-style-type: none"> To be completed by public works staff. 	Ongoing	On going
Reid Park	<ul style="list-style-type: none"> Watch Trails – mulch may need to be brought in to fill soft spots. 	Spring 202 <u>01</u>	<u>2020On going</u>
Ridge Park	<ul style="list-style-type: none"> Evaluate the playground and determine if more landscaping is required to address the wet spots. 	2020	2020
City Trails	<ul style="list-style-type: none"> The Public Works and Planning Department will be preparing trail maps and maintenance plans for the trails. 	2020	Ongoing

<u>Sunfish Lake Park</u>	<ul style="list-style-type: none"> • <u>Work with MORC to maintain the single track trails.</u> • <u>Submit grant for buckthorn removal</u> 	<u>Trail Planning</u> <u>Planning</u>	<u>Submit buck thorn grant 2021.</u>
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Nature & Conservation

Mission Statement: To promote the open space character and commitment to the environment via nature observation amenities and targeted conservation programs.

Project	Specific Tasks	Status	Timeline
Sunfish Lake Forest Management Plan	<ul style="list-style-type: none"> • Continue to work and build off of the existing management plan. 	In Progress	On going
Sally Manzara Nature Center	<ul style="list-style-type: none"> • Provide support as detailed in the agreement. 	In Progress	On going

Park Awareness

Mission Statement: To promote the utilization of City Parks

Project	Specific Tasks	Status	Timeline
Resident Survey	<ul style="list-style-type: none"> • Survey residents on park amenities via new survey tool. 	As Required	Ongoing

Finance

Mission Statement: To effectively spend parkland dedication funds to meet the objectives of each year's Strategic Plan of Work while maintaining a minimum fund balance of \$100,000.

Project	Specific Tasks	Status	Timeline
Update Capital Improvement Plan if needed to accomplish goals outlined herein.	<ul style="list-style-type: none"> • Reassess funding priorities as needed. 	As needed	April/May 2020
Provide Budget Updates as necessary	<ul style="list-style-type: none"> • Provide financials on park dedication fund upon request. 	As requested	Ongoing



STAFF REPORT

PARKS COMMISSION

DATE: 12/21/2020

TO: Parks Commission
FROM: Ken Roberts, Planning Director
AGENDA ITEM: **Schiltgen Farms Revised PUD Concept Plan (10880 Stillwater Boulevard)**
REVIEWED BY: Ben Prchal, City Planner
Ken Roberts, Planning Director

BACKGROUND:

Mr. Ben Schmidt, representing the Excelsior Group, is requesting City approval of a revised PUD concept plan for the Schiltgen Farm property located 10880 Stillwater Boulevard.

The latest proposed PUD concept plan has a total of 294 housing units on 123.4 acres – 199 single family home sites in the area north of Stillwater Boulevard and 95 small-lot single family (or detached townhouse units) for the area south of Stillwater Boulevard. A western portion of the development site is within the Shoreland Management Area of Sunfish Lake which does require an amount of open space from the lake.

For reference, the developer's earlier proposed PUD concept plan for this site had a total of 318 housing units – 200 single family home sites and 118 townhouse or row home units.

The Parks Commission did review the initial PUD request on June 15, 2020 where denial was recommended due to the lack of information. The recommendation more or less came from the Stillwater Blvd and Lake Elmo Ave. intersection and there not being an understanding of how that will impact the neighborhood.

On July 21, 2020, the City Council considered the first PUD concept plan for this site. The City Council had concerns about the necessary Comprehensive Plan amendment to accommodate the proposed attached townhouses. In summary, some of the Councilmembers did not believe that type of housing would be a good fit for the area of Lake Elmo. The City Council, after some discussion and review of their options, voted 4-0 to table action on the proposed concept plan.

ISSUE BEFORE THE COMMISSION:

The Commission is respectfully being requested to review and provide feedback to the developer, and make a recommendation on proposed parkland/park land swap and trails to the City Council for the amended Concept Planned Unit Development, currently referred to as Schiltgen Farm.

GENERAL INFORMATION:

Applicant: Excelsior Group (Ben Schmidt), 1660 Highway 100 South, Suite 400, Saint Louis Park, MN 55416
Property Owner: Schiltgen Farms Inc., 10880 Stillwater Boulevard, Lake Elmo
Location: 10880 Stillwater Blvd, Lake Elmo
Four Parcels all in Section 14, Township 29 North, Range 21 West, Washington County, Minnesota.
PID#s: 1402921140001, 1402921410003, 1402921410001 and 1402921410002
Requests: PUD Concept Plan approval
Site Area: 123.4 acres (all PIDs)
Residential Development Area: 108.85 acres
Current Zoning: RT – Rural Development Transitional District
Proposed Zoning: V-LDR/PUD (Village Low Density Residential/PUD)
Existing Land Use Designation: V-LDR (Village Low Density Residential)
Surrounding Zoning: V-LDR/PUD (north)/ PF – Public Facilities (east)/ RS across railroad tracks (south)/ RT and RR (west).
Deadline for Action: Application Complete – 5/07/2020

60 Day Deadline – 7/05/2020
 Extension Letter Mailed – Yes
 120 Day Deadline 9/03/2020 (Note: The developer granted the City a time extension until 01/19/2021 for City action on this request).

Applicable Code: Article 12 – Urban Residential Districts
 Article 18 – Planned Unit Development Regulations
 Article 19 – Shoreland Management Overlay District
 Chapter 153 – Subdivision Regulations
 §150.270 - Storm Water, Erosion, and Sediment Control

PROPOSAL DETAILS/ANALYSIS:

In order for the development to be approved there are some zoning related amendments that need to take place. For example they will need approval of a zoning map amendment and a PUD for the development (*Previously they requested a comprehensive plan amendment*). They are no longer requesting multi-family townhomes but instead is requesting small lot single family home sites. The design would be similar to Inwood but the lots are much narrower.

Development and Lot Details:

The developer is now proposing the 294 single family lots to range in width from 55 to 65 ft. lots on the north side of Stillwater blvd. and 95 28 ft. wide lots (detached townhomes) on the south side of Stillwater blvd.

Density. The proposed overall density for this development as calculated by City Staff is 2.7 residential units per net acre – 294 proposed units on a 108.85 net acre site.

Total Site Area (Gross acres)	123.4 acres (gross)
Floodplain Area	1.1 acres
Wetland Area	10.6 acres
Steep Slopes/Bluffs	2.85 acres (est.)
Residential Site Area (Net acres)	108.85 acres (net)

The City Code defines Gross and Net Density by the following definitions:

Gross Acres. *The total area of a parcel of land including wetlands, hydric soils, steep slopes, streets, and dedicated easements.*

Net Density. *The number of housing units divided by the amount of net developable and. Net developable land does not include water bodies (including wetlands and lakes, but not stormwater ponds), parks and open space (only if owned by the city and available for public use), arterial right-of-way, and other land reserved for future development or not developable according to city ordinances (i.e., steep slopes or conservation areas).*

Sidewalks. The City's standard local residential street detail requires a 6-foot-wide public sidewalk be constructed on one side of any public street. The proposed PUD concept plan shows 60-foot-right-of-ways and 28 ft. wide public streets within the development, but it does not show sidewalks on any streets. The current City standard right-of-way width for local residential streets is 66 feet. The Commission should recommend to the Council that the Developer install a sidewalk on at least one side of the street.

Barn Preservation. The developer noted in its project narrative that they are exploring options for preserving part of the barn. The latest concept plans show building lots where the existing farm buildings are located. The City should require the applicant to provide more design details about the potential barn preservation (including any off-street parking) with any submittal for preliminary PUD/plat approval. I would expect that if the developer is able to preserve some of the barn that it would be located in a common area owned and maintained by the HOA.

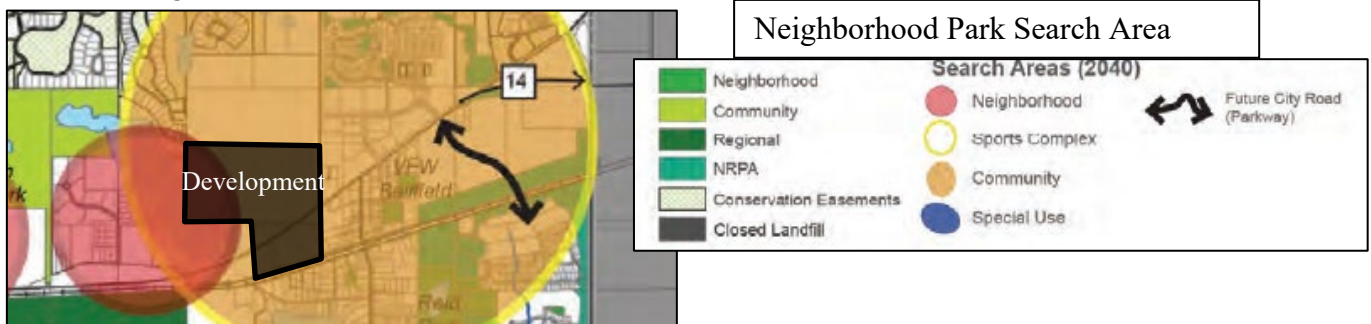
Parks.

- *HOA Land.* The developer noted that they are exploring options for preserving part of the barn on the property. Any preserved elements and common areas within the PUD should be owned and maintained by the HOA.
- *Park Dedication/Open Space.* There are large sections of the development that would be left open including about 20.2 acres next to the lake. Much of that is undevelopable due to the existing slopes and the requirements in the shoreland code. These areas are part of the proposed open space as required by the Shoreland Ordinance. City staff would not recommend that the City consider any of these open space areas for public park land dedication purposes. This is also the only “park land” within the development.

Comprehensive Plan Requirements:

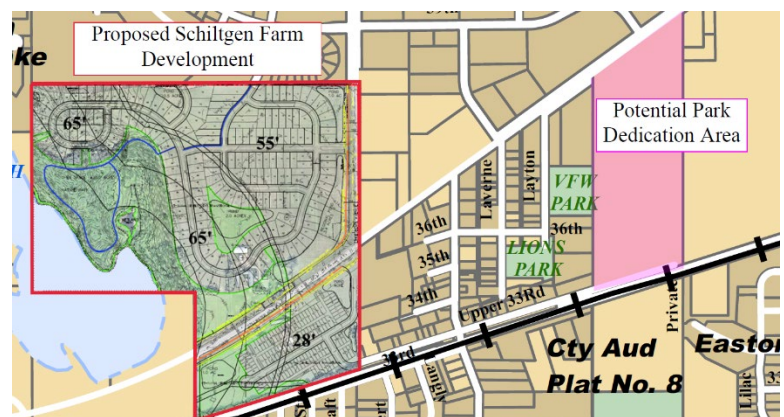
Neighborhood Park Search Area.

The Comprehensive Park Plan identifies a neighborhood park search area over a portion of the proposed development site. The Parks Chapter of the 2040 Comprehensive Plan defines a neighborhood park as “smaller parks offering more common and highly used facilities to immediate area residents.” With the developer not proposing a park within the development the neighborhood will not be serviced with an easily accessible public park. The parks within the Legacy at North Star development are not public and there is not a park site proposed internal to the development. Lake Elmo Elementary School is in close proximity but to use the schools’ recreation facilities, children would have to cross a busy roadway (Lake Elmo Avenue). Being this is the concept phase of the development review, it would be best for the Parks Commission to recommend suggestions to the developer. For reference the Parks Commission did previously recommend “...and instead recommends to guide the developer to plan for the recreational needs for the residents that they anticipate will live in the neighborhood.”



Community Park Search Area.

The Comprehensive Parks Plan also identifies this development site in the search area for a Sports Complex/community park. The Comprehensive Plan further notes that the objective for this park would be to serve as an important gathering place for the entire community and have specific programming tailored to meet the needs of the growing community. The planned park should be about 10-15 acres in the Village Planning Area and is to provide ample opportunity and access to both passive and active recreational space. It is unlikely the City and the property owner/developer will be able to reach an agreement about having a 10-15 acre community park within this development. However, the property owner of the proposed development site also owns an undeveloped 32 acre parcel immediately east of Hagbergs Market and VFW Park. This parcel is in the Village Planning Area, is relatively flat and is a property that could possibly accommodate a 10-15 acre Community Park. Staff would recommend that the City negotiate to obtain land from that parcel to satisfy the park dedication requirements of this development. This arrangement would be similar to agreement the City made with the developer of Legacy



at North Star PUD for park dedication next to Reid Park. In that case, the City entered into a Memorandum of Understanding that allowed the developer to receive park dedication credit in the amount of 6.51 acres for Outlot D of the Northport subdivision (which is adjacent to Reid Park). Being able to obtain 10-12 acres next to Hagbergs Meat Market would drastically help accomplish the City's park goal of a "Community Sports Complex." It should be known that the developer is under no obligation to dedicate the land next to Hagbergs to the City for a park.

Park Dedication Criteria:

Per the park dedication requirements (further explained below) the developer is required to provide the City with either physical land, a cash payment, or a combination of the two to meet the park dedication requirements. In either instance the City will require 10% of gross acreage of the project, which would be 12.34 acres or 10% of the land value. The developer has not identified any areas for park land dedication within the development but has identified open space areas on the Concept PUD totaling about 30 acres.

The City Code outlines the type of land that is considered acceptable for park dedication. This language outlined below, can be found in Section 153.15 Park Land Dedication Requirements.

153.15 Parkland Dedication Requirements.

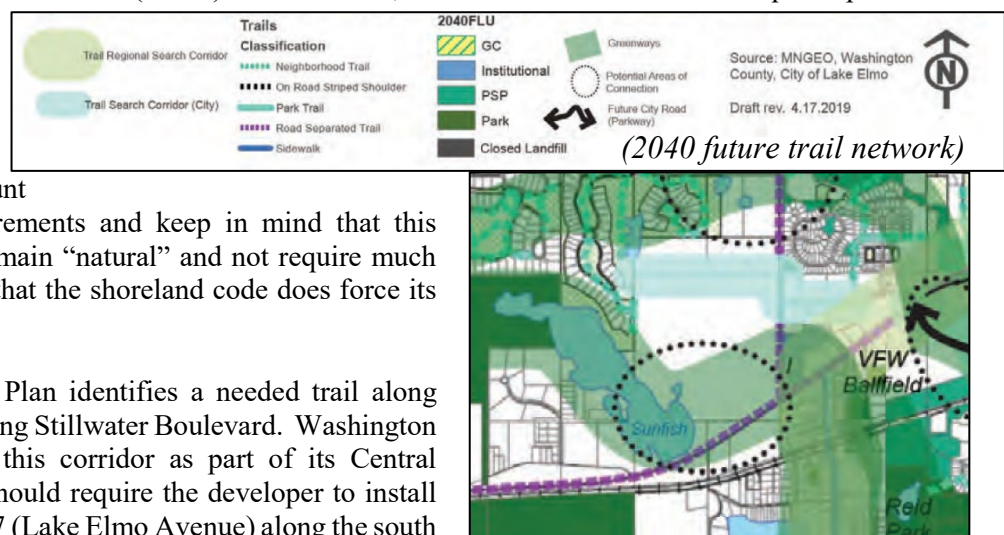
(C) *Land acceptability.* The City must approve the location and configuration of any park land which is proposed for dedication and shall take into consideration the suitability of the land and for its intended purpose; the future needs of the City for parks, playgrounds, trails, or open space; and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

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

(Full Code Attached)

Staff has not walked the land but does believe some of the area near the lake would have some value as a "nature park" and would have similar aesthetics to Sunfish Lake Park. In order for this land to be accepted the City would need to consider the criteria of 153.15 C 3. a-d (above). Furthermore, trails can count towards the required park dedication. Unless the trails are public and deeded to the City, dedication credit for the trails should not be considered. With that said, staff believes that portions of the open space could count towards the park dedication requirements and keep in mind that this property would more than likely remain "natural" and not require much investment. Though keep in mind that the shoreland code does force its protection.

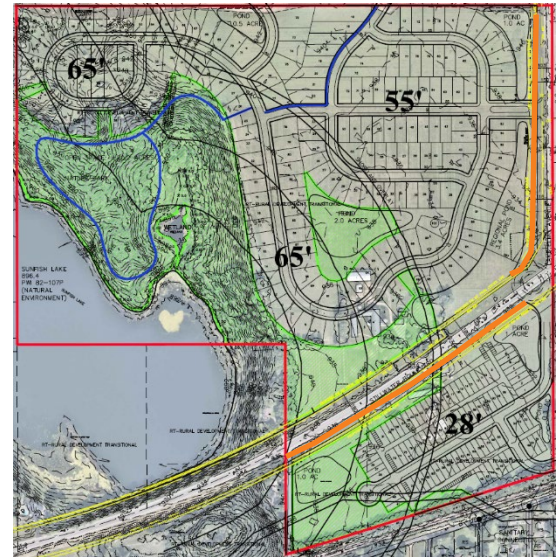
Trails. The Comprehensive Trails Plan identifies a needed trail along Lake Elmo Avenue and for a trail along Stillwater Boulevard. Washington County is planning for a trail in this corridor as part of its Central Greenway Trail project. The City should require the developer to install trails along the west side of CSAH 17 (Lake Elmo Avenue) along the south



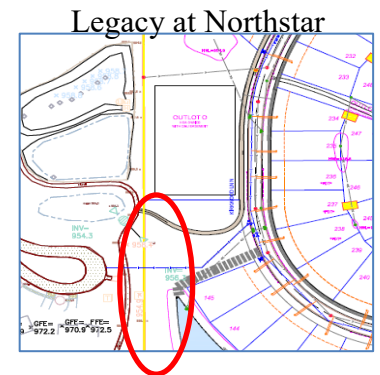
side of CSAH 14 (Stillwater Boulevard). These trails begin to provide continuous and safe pedestrian connectivity to many areas of the City.

The Concept Plan shows a trail (shown as blue) extending from Legacy at Northstar along Kokanee Ave. into the development that would proceed south and west to the open space area adjacent to Sunfish Lake. The plans also shows locations for regional trails (shown as orange) along Stillwater Boulevard and Lake Elmo Avenue. The City should require the developer to install these trails.

It was a condition of the Legacy at North Star First Addition preliminary plat approval that the applicant provide a trail connection to the Hamlet on Sunfish Lake trails plat, as shown below. This trail connection runs along 39th Street and will connect the Hamlet on Sunfish Lake trails to Lake Elmo Avenue. The applicant and City have worked with the Hamlet on Sunfish Lake residents to determine this connection point. The City recently reached an agreement with the Hamlet neighborhood to have some of the trails in their neighborhood available for public use.



With that in mind, there may be an opportunity to include a trail from the northwest corner of this development into the southwest corner Legacy of North Star development and/or into the Hamlet on Sunfish Lake neighborhood. There will be a stormwater pond located just north of proposed Lots 47-49 that the City will own when the developer completes its construction. The City should require the developer to study the options for public trail connections in this area as it prepares the preliminary plat and PUD plans.



Agency Review: (comments attached)

Washington County Review. City staff sent the proposed revised PUD concept plan to Washington County its review and comments as the site is at the intersection of two County Roads. I have attached the County's response letter dated December 7, 2020 for your review. The latest proposal addresses many of the concerns the County expressed earlier this year during their review of the previous concept plans. The County review notes several important issues and design elements the developer will need to resolve as it moves the project forward.

City Engineer Review. The City Engineer has submitted comments as outlined in the attached letter dated November 18, 2020. The City Engineer has recommended the developer revise the PUD concept plan for review and approval by City staff before the applicant submits an application to the City for preliminary PUD/plat approval. This would be the opportunity for the applicant to address several key design elements.

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends that the Parks Commission recommend to the City Council approval of the proposed PUD Concept Plan (dated November 9, 2020) for the proposed development of the Schiltgen Farm property located at 10880 Stillwater Boulevard as proposed by the Excelsior Group with the recommended conditions of approval:

- The City negotiate with the developer to provide physical land from the property identified as 13.029.21.24.0028 to satisfy the park dedication requirements of this development.
- That the developer incorporate a sidewalk on at least one side of every street in the development on the north side of Stillwater Blvd. the street.
- That all trails shown on the development are available for public use.
- That more detail is provided concerning the preservation or removal of the farm buildings.

“Motion to recommend approval of the PUD Concept Plan dated November 9, 2020 as requested by Excelsior Group for the residential development proposed for the Schiltgen Farm property located at 10880 Stillwater Boulevard, subject to recommended conditions of approval.”

ATTACHMENTS:

1. Application Narrative dated November 9, 2020 (4 pages)
2. Location Map
3. Concept PUD Plans (3 pages)
4. City Engineer Report dated November 18, 2020
5. Washington County letter dated December 7, 2020
6. Park Dedication Code, Section 153.15

To: City of Lake Elmo
From: The Excelsior Group
Re: Schiltgen Property Concept Plan review
Date: November 9, 2020

Thank you for taking the time to review the concept plan for the Schiltgen property.

Concept Plan History

In the spring of 2020, The Excelsior Group submitted a concept plan to the City for review by staff and the planning commission and council. This concept plan had attached townhomes south of Stillwater Boulevard. This was received favorably by the planning commission in April with a majority vote to approve the concept. It was then brought to the council where it was tabled. The primary concern at council was the county road right of ways. The other issue with this previous plan was the fact that it would require a comprehensive plan amendment for the townhome portion of the site as attached products are not a permitted use in village-low density regardless of density.

After the previous concept plan was tabled at council, we took another look and made changes based on what we heard at the City. After communicating with and receiving digital files from the County, the concept plan shows the current desired ROW for both Lake Elmo Avenue and Stillwater Boulevard. We also determined that it would not be prudent to request a comprehensive plan amendment for the attached townhomes. We redesigned this area with a detached narrow lot single family home. These will be HOA maintained, rear-loaded with the front door on public right-of-ways or open spaces. We also removed the entrance to the north from Stillwater Boulevard. By removing this entrance, we eliminated any concerns regarding spacing along Stillwater Boulevard, and any issues regarding a realignment of Klondike Ave. In addition, we are able to provide more valuable open space within the shoreland overlay area and provide an attractive, open area as people travel east on Stillwater Boulevard into the Lake Elmo downtown area.

What follows is an amended version of the previously submitted narrative that takes into account all the changes made:

The Property

The property consists of approximately 123 gross acres located on Stillwater Boulevard, west of Lake Elmo Avenue. A portion of Sunfish Lake is located on the west side. The property is generally flat where development is being proposed. The area near Sunfish Lake consists of wooded slopes. There is existing single family to the northwest, new single family construction to the north, a mix of commercial and institutional to the east, and single family south of the rail road.

Comprehensive Plan

The Property is designated in the 2040 guide plan as Village-Low Density Residential allowing 1-3 units/acre. The concept plan shows just shy of 3 units/acre.

Zoning

The existing zoning is Rural Development Transitional (RT). We will request a re-zoning to a PUD within a Shoreland Overlay District. We are able to provide a better design for the area with the use of the PUD. We believe we are in compliance with the following standards and criteria for a PUD (§154.751):

- A. Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.
In clustering the homes on the flattest portions of the site and complying with 50% shoreland overlay open space, we are maintaining more distance between development and the lake, preserving most of the trees on site, and preserving the existing terrain near the lake.
- B. Promotion of integrated land uses, allowing for a mixture of residential, commercial, and public facilities.
We are proposing a mix of residential housing types. Single family lots closer to the lake, smaller villa style living on the north and east, and denser single family housing south of Stillwater Boulevard, north of the railroad. This provides a variety of life cycle housing options in one neighborhood.
- C. Provision of more adequate, usable, and suitably located open space, recreational amenities, and other public facilities than would otherwise be provided under conventional land development techniques.
30+ acres of open space will be conserved or created within the shoreland overlay. This will conserve the slopes and woodland and provide a significant buffer around the lake and wetland.
- D. Accommodation of housing of all types with convenient access to employment opportunities and/or commercial facilities; and especially to create additional opportunities for senior and affordable housing.
This location, being close to the heart of Lake Elmo's village and commercial districts, creates housing opportunities for local employees. The proposed neighborhood trail, regional county road trail, and street connections to the Old Village becomes the gateway for many area residents to walk or bike to downtown destinations. In addition, this location offers easy public or private transportation access via Stillwater Boulevard to area freeways.
- E. Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.
Over 20 acres of land will be maintained in perpetuity as either private or public open space on Sunfish Lake. This is a significant piece of property that will become the gateway to Lake Elmo, maintaining a rural first impression for those visiting the city and offering recreational opportunities for the residents of Lake Elmo. This open space area also provides significant woodland and wildlife conservation.
- F. Preservation of historic buildings, structures, or landscape features.
There are ongoing discussions regarding the possibility of saving a portion of the Schiltgen barn.
- G. Coordination of architectural styles and building forms to achieve greater compatibility within the development and surrounding land uses.
The Excelsior Group partners with national and local homebuilders that deliver high-quality and architecturally appealing homes and will continue to work with homebuilders that will deliver homes that will be architecturally compatible within the development and surrounding community.

- H. Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.
The development is conveniently located at a main intersection within the City of Lake Elmo, within walking and biking distance to retail, office, and educational facilities. It is also within walking distance to the Lake Elmo Park Reserve. This would allow for the residents to access these services and amenities without the need to drive, lessening the impact to traffic and roads. It also promotes a more sustainable living, less car-dependent option to be in close proximity to these services and amenities.
- I. Allowing the development to operate in concert with a redevelopment plan in certain areas of the City and to ensure the redevelopment goals and objectives will be achieved.
The development will utilize a new sewer line that will be built to serve portions of the Old Village, thereby bringing infrastructure updates and efficiency to the area.
- J. Higher standards of site and building design than would otherwise be provided under conventional land development technique.
A PUD would allow for a mix of housing types (various single-family sized lots), providing a more interesting and unique development, both visually and in meeting the housing needs for a broader demographic in the community, as identified as a goal within the newly adopted Comprehensive Plan.

Infrastructure

The County is requesting additional right of way along both Stillwater Boulevard and Lake Elmo Avenue. The linework for these roads shown on the concept plan is what was received recently from the County. Stillwater Boulevard will have additional right of way dedicated to the County for a total of 180'. Lake Elmo Avenue will have various half right of ways dedicated along the eastern boundary of the property at the request of the County to ensure they have a total of 150' width. Because of the existing school on the east, this proposal is being required to dedicate additional half right of way to ensure an adequate total width for Lake Elmo Avenue.

The proposed neighborhood will have access off Lake Elmo Avenue for both the north and south side. The north side will also have two additional access points through Legacy at North Star. The southside will have an additional access to Upper 33rd Street at the southeast corner of the site. We will design 60' wide public right of ways for all the single-family homes. A portion of the homes on the south will be served by private drives.

There is a water stub to the north in the new Legacy neighborhood as well as within Stillwater Boulevard near Lake Elmo Avenue and south of the railroad. The entire project area will connect to sanitary sewer located south of the railroad.

Stormwater ponding will be designed to meet or exceed all state and local engineering standards. In addition to providing stormwater design for the proposed development, we will also provide the City an additional 3+ acres for City regional ponding on the east side of the development per City request.

Tree Preservation and Open Space

Through the use of a PUD within a shoreland overlay district, we will be required to provide 50% of the shoreland overlay area as open space. This ends up being about 10 acres more than would be required if this were a standard PUD. The 30+ acres that are required will be within the 1000' shoreland overlay area. We are proposing over 20 acres of this open space adjacent to Sunfish Lake. This will remove this area from individual ownership to be used for passive recreation and woodland and wildlife preservation as well as significant buffering for the lake and wetland. Most of the remainder of the open space will be south of Stillwater Boulevard. There will be additional opportunities for open space and buffering along the railroad, Stillwater Boulevard, Lake Elmo Avenue, additional trail corridors, and stormwater ponds.

Housing Product

The housing will consist of villa single family living and single-family homes on a mixture of lot sizes. This will provide a variety of housing options and price points to support the housing needs of various demographics within the community, an identified housing goal in the recently adopted Comprehensive Plan.

Phasing

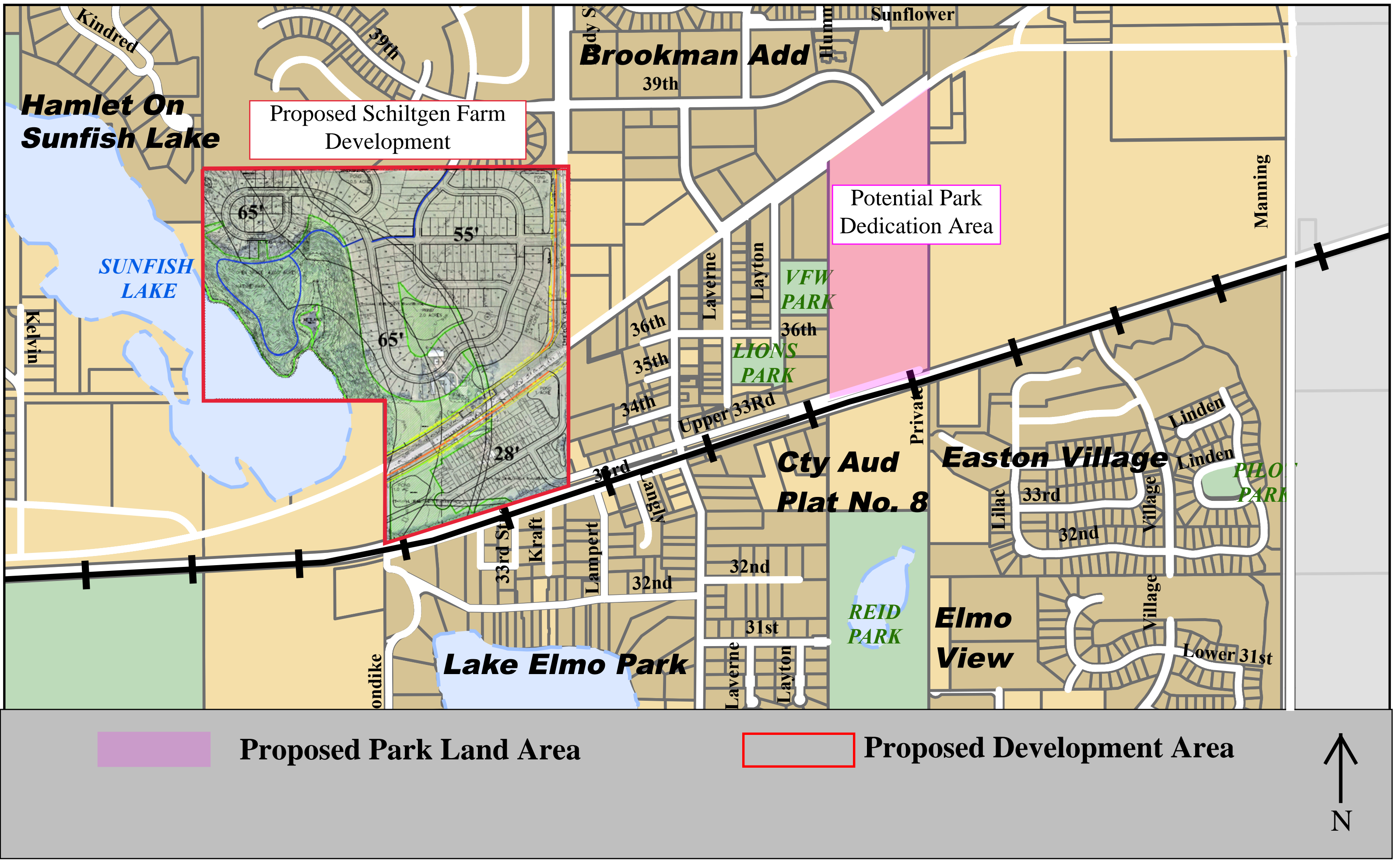
We would like to have entitlements in place by mid-2021 so that development can commence later in 2021 when the new sewer line is secured. Additional phases will follow over the next 2-3 years.

We are excited to bring this new neighborhood to Lake Elmo and we look forward to working with the City as we move forward in the entitlement process. Thank you for consideration of this proposed development.

Regards,



Ben Schmidt
President / Partner
The Excelsior Group, LLC
Ben.Schmidt@excelsiorllc.com
952-525-3200



**Hamlet On
Sunfish Lake**

Proposed Schiltgen Farm
Development

Potential Park
Dedication Area

**Cty Aud
Plat No. 8**

Easton Village

**Elmo
View**

Lake Elmo Park

**VFW
PARK**

**LIONS
PARK**

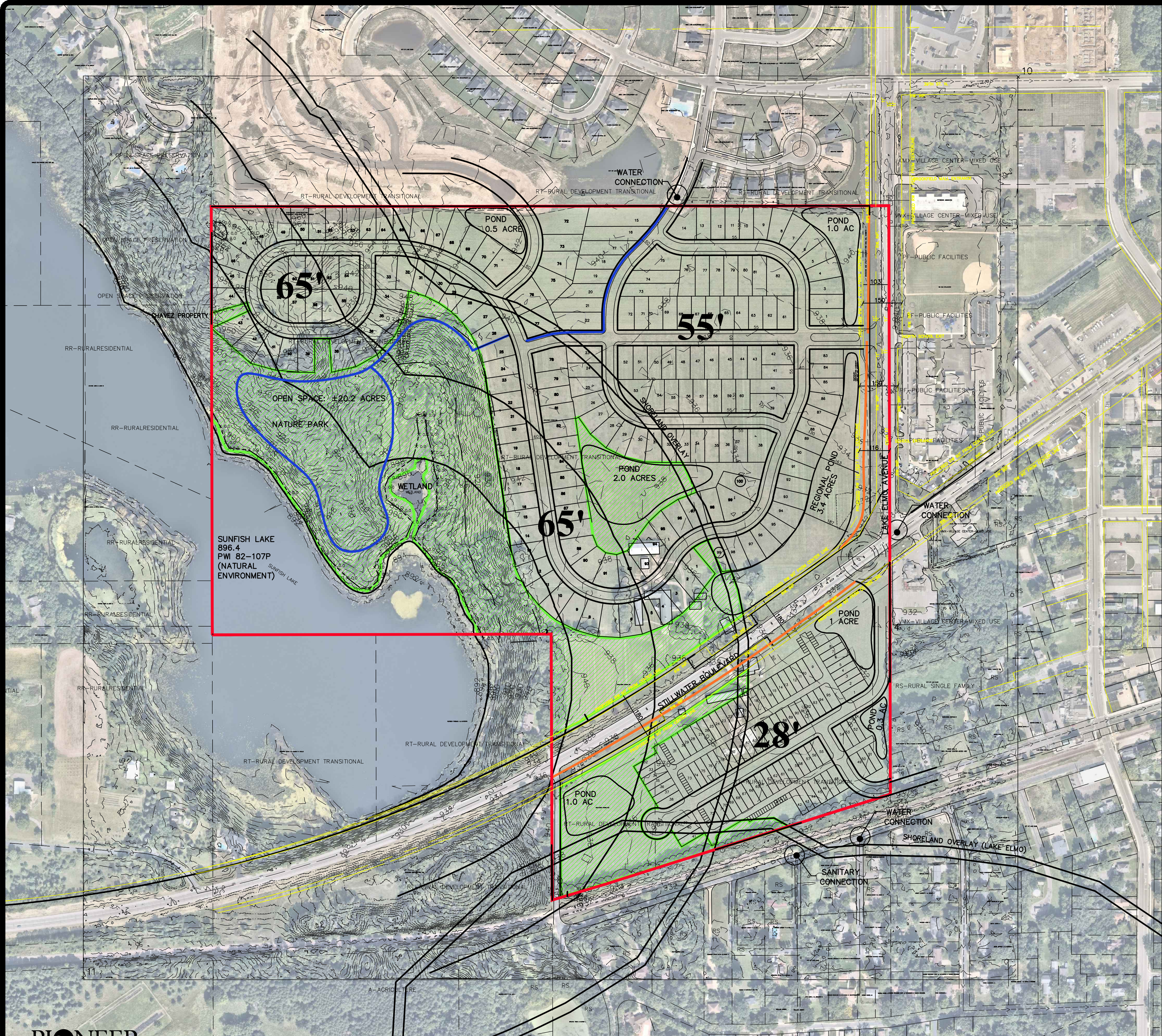
**PILGRIM
PARK**

**REID
PARK**

Proposed Park Land Area

Proposed Development Area





SITE DATA:

GROSS AREA: ±123.4 ACRES
STILLWATER BOULEVARD AND LAKE ELMO ROW: ±10.5 ACRES
(BASED ON COUNTY INFORMATION 10-21-20)
WETLAND AREA (INCLUDING LAKE): ±10.6 ACRES
NET AREA: ±102.3 ACRES

SHORELAND AREA (ABOVE OHW, EXCLUDING STILLWATER BOULEVARD): ±61.7 ACRES

CURRENT ZONING: RT (RURAL DEVELOPMENT TRANSITIONAL)
2040 GUIDE PLAN: VILLAGE-LOW DENSITY RESIDENTIAL 1-3 UNITS/ACRE

PROPOSED ZONING: PUD (SHORELAND OVERLAY)
REQUIRED OPEN SPACE FOR PUD: 20% OF 102.3 ACRES = 20.5 ACRES
REQUIRED OPEN SPACE FOR SHORELAND PUD: 50% OF SHORELAND AREA = ±30.9 ACRES

PROPOSED OPEN SPACE (GREEN OUTLINE/HATCH): ±31 ACRES

PROPOSED UNITS:	294
55':	99
65':	100
28':	95
NET DENSITY:	2.9 UNITS/ACRE

PROPOSED MINIMUM BULK STANDARDS:
65' LOTS:
WIDTH: 65'
AREA: 8,400 SF
FRONT SETBACK: 25'
REAR SETBACK: 25'
SIDE SETBACK: 15' BETWEEN BUILDINGS

55' LOTS:
WIDTH: 55'
AREA: 7,100 SF
FRONT SETBACK: 25'
REAR SETBACK: 25'
SIDE SETBACK: 15' BETWEEN BUILDINGS

28' LOTS
WIDTH: 28'
DEPTH: 103'
AREA: 2,800 SF
FRONT SETBACK: 15' FROM PRIVATE DRIVE OR PUBLIC ROW
REAR SETBACK: 20' FROM PRIVATE DRIVE
SETBACK BETWEEN BUILDINGS: 8'

SUNFISH LAKE IS A NATURAL ENVIRONMENT LAKE
SHORELAND OVERLAY REQUIREMENTS (1,000' FROM OHW):
ROW SETBACK: 20'
OHW SETBACK: 150'
TOP OF BLUFF SETBACK: 30'
LOW FLOOR ELEVATION ABOVE 100 YEAR FLOOD: 2'
MAXIMUM IMPERVIOUS LOT COVERAGE: 30%
LOT AREA: 40,000 SF RIPARIAN, 20,000 SF NON RIPARIAN
LOT WIDTH: 125' RIPARIAN OR NON-RIPARIAN
PUD ALLOWED WITHIN SHORELAND OVERLAY

SHORELAND OVERLAY (SO) PUD TIER DATA (AREAS EXCLUDE WETLAND, BLUFF, STILLWATER BOULEVARD, AND AREA BELOW OHW):
ALLOWANCE (USING 20,000 SF LOTS AND 320' TIERS)
TIER 1: 14.8 ACRES = 32.2 UNITS X 1.2 (DENSITY INCREASE) =39
TIER 2: 21.7 ACRES = 47.3 UNITS X 1.2 =57
TIER 3: 22.3 ACRES = 48.6 UNITS X 1.2 =58
TIER 4 (INCLUDES THE SMALL PORTION OF LAKE ELMO S.O. THAT IS OUTSIDE THE SUNFISH LAKE S.O.): 2.9 ACRES = 6.3 UNITS X 1.2 =8
PROPOSED UNITS IN EACH TIER
TIER 1: 7 UNITS
TIER 2: 36 UNITS
TIER 3: 71 UNITS
TIER 4: 20 UNITS

SETBACK FROM STILLWATER BLVD AND LAKE ELMO AVENUE: 50'

PROPOSED PONDING: ±10 ACRES (INCLUDES 3-5 ACRES FOR REGIONAL PONDING)

PUBLIC ROW: 8,700 LF (NORTH OF STILLWATER BLVD); 1,700 LF (SOUTH STILLWATER BLVD)
PRIVATE ROADS: 2,000 LF (SOUTH OF STILLWATER BLVD)

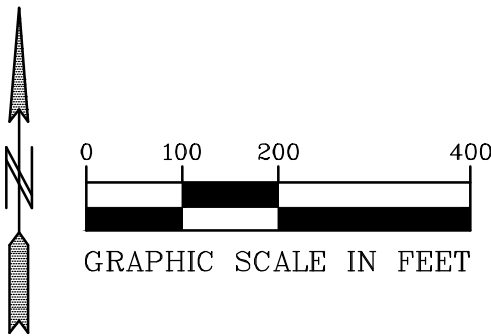
YELLOW LINEWORK IS FROM FROM WASHINGTON COUNTY 10-21-2020

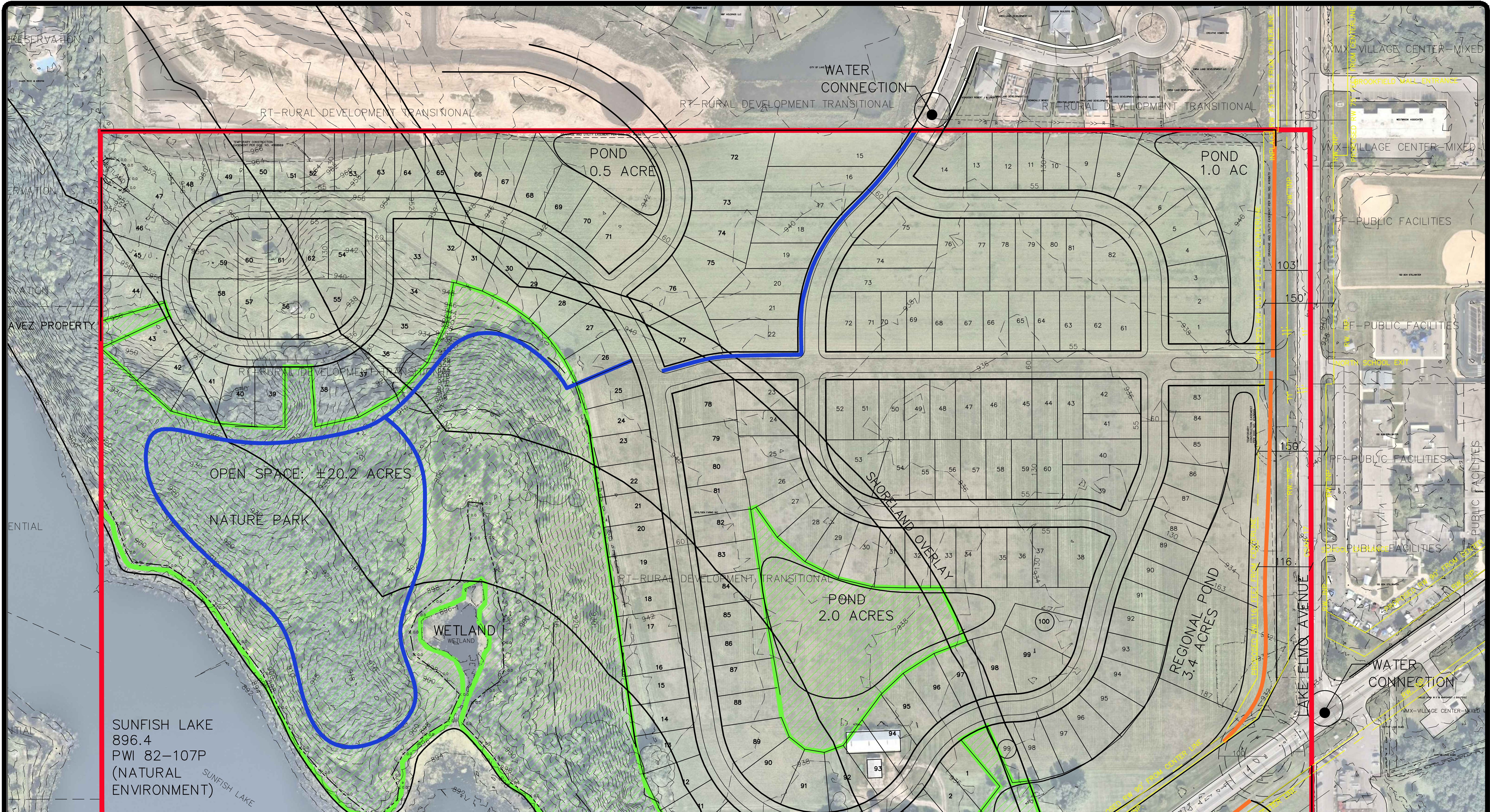
PROJECT BOUNDARY

PROPOSED TRAIL

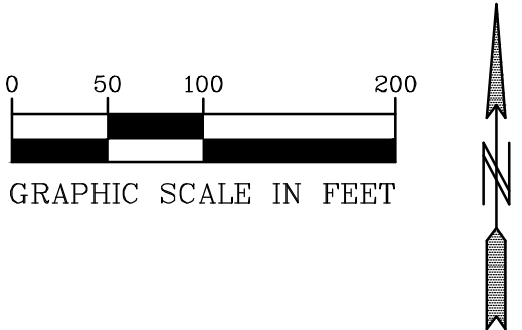
PROPOSED REGIONAL TRAIL

PROPOSED SHORELAND PUD OPEN SPACE





- YELLOW LINEWORK IS FROM FROM WASHINGTON COUNTY 10-21-2020
- PROJECT BOUNDARY
- PROPOSED TRAIL
- PROPOSED REGIONAL TRAIL
- PROPOSED SHORELAND PUD OPEN SPACE



PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
Name: Jennifer L. Thompson
Reg. No.: 44763
Date: xx

Revisions

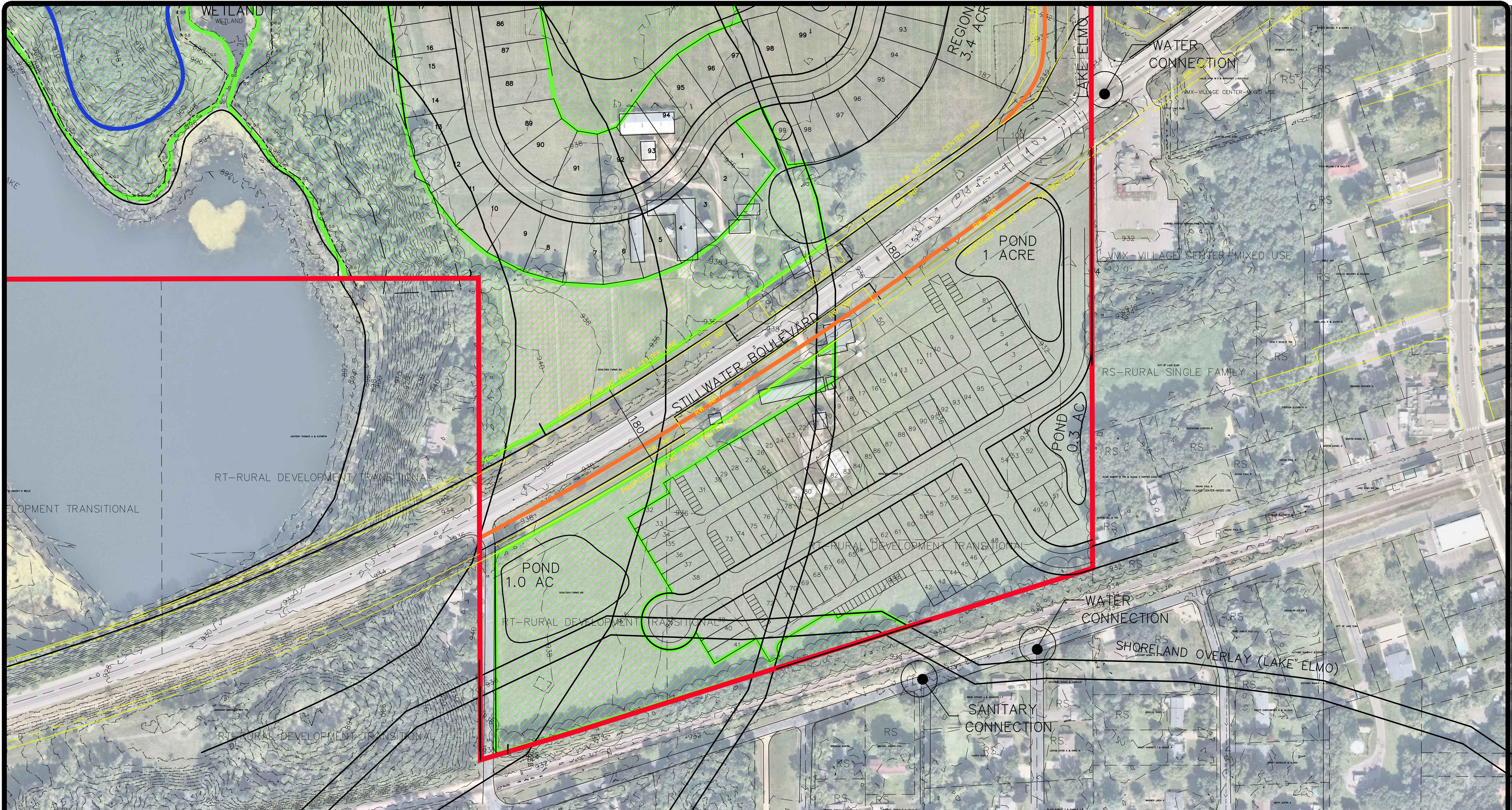
Date: 11-2-2020
Designed: JLT
Drawn: JLT

CONCEPT PLAN

THE EXCELSIOR GROUP
1660 HIGHWAY 100 SOUTH, SUITE 400
SAINT LOUIS PARK, MINNESOTA 55416

SCHILTGEN PROPERTY
LAKE ELMO, MINNESOTA

2 OF 3



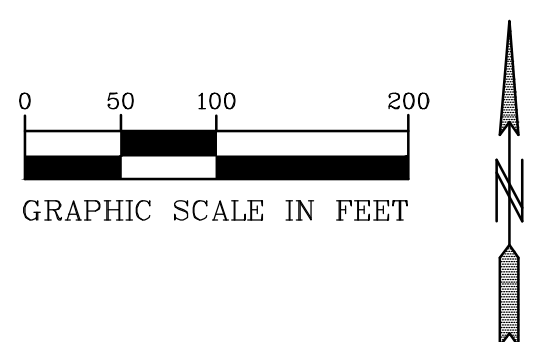
YELLOW LINEWORK IS FROM FROM WASHINGTON COUNTY 10-21-2020

PROJECT BOUNDARY

PROPOSED TRAIL

PROPOSED REGIONAL TRAIL

PROPOSED SHORELAND PUD OPEN SPACE



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Reg. No. 44763 Date_xx

Revisions

Date 11-2-2020
Designed JLT
Drawn JLT

CONCEPT PLAN

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1660 HIGHWAY 100 SOUTH, SUITE 400
SAINT LOUIS PARK, MINNESOTA 55416

SCHILTGEN PROPERTY
LAKE ELMO, MINNESOTA

3 OF 3

MEMORANDUM

FOCUS ENGINEERING, inc.

Cara Geheren, P.E. 651.300.4261
Jack Griffin, P.E. 651.300.4264
Ryan Stempski, P.E. 651.300.4267
Chad Isakson, P.E. 651.300.4283

Date: November 18, 2020

To: Ken Roberts, Planning Director
Cc: Chad Isakson, Assistant City Engineer
From: Jack Griffin, P.E., City Engineer

Re: Schiltgen Property
Concept Plan Review

An engineering review has been completed for the Schiltgen Property Concept Plans received on November 10, 2020. The submittal consisted of the following documentation:

- Residential PUD Concept Plan Narrative dated November 9, 2020.
- Residential PUD Concept Plans, Sheets 1-3, dated November 2, 2020.

STATUS/FINDINGS: All public improvements constructed to support the development must be designed and constructed in accordance with the City Engineering Design Standards Manual dated April, 2019.

TRANSPORTATION IMPROVEMENTS

- Right-of-way dedication. Right-of-way must be preserved, and potentially dedicated, along Stillwater Boulevard (CSAH 14) and along Lake Elmo Avenue (CSAH 17) as outlined below, and must be preserved to allow for future intersection improvements, including a potential roundabout. Right-of-way dedication requirements should be reviewed and approved by Washington County and the City of Lake Elmo prior to receipt of a preliminary plat application.
 - 180 feet is required along the full length of CSAH 14 with additional right-of-way at the intersection to accommodate a future roundabout (approx. 90 feet from the centerline of the roundabout outer drive lane). The roundabout shown in the concept plan was not provided by the City or County and will likely need to be relocated.
 - 75 feet from centerline is required along the full length of CSAH 17, however the dedication must consider the potential realignment of Lake Elmo Avenue along this roadway corridor as it approaches the future roundabout (with the centerline shifting to the west).
 - Right-of-way dedications must also incorporate the trail corridors as they pass through the future roundabout intersection.
 - Additional right-of-way is needed along the south leg of the CSAH 14 and CSAH 17 intersection to accommodate 4 drive lanes, various turning movements, and roadway approaches to the roundabout.
- Access Management. Access for development north of Stillwater Boulevard is consistent with County and City requirements.
 - Primary access to Lake Elmo Avenue (CSAH 17) appears to be located consistent with the requirements of Washington County and aligns with the access for the Lake Elmo Elementary School.
 - Secondary access is completed through two residential street connections to Legacy at North Star.
- Access Management for development south of Stillwater Boulevard should be revised as outlined below.
 - Primary access to Stillwater Boulevard (CSAH 14) is proposed to the future roundabout intersection of CSAH 14 and CSAH 17. This connection, however cannot be made until the future roundabout

intersection of CSAH 14 and CSAH 17 is constructed. This intersection project is not planned in either the City or County 5-year CIP.

- Alternate primary access. A connection to Klondike Avenue and then CSAH 14 is recommended in order to allow development south of CSAH 14 prior the completion of the future CSAH 14 and CSAH 17 intersection improvements, and to serve the neighborhood during the construction of the future roundabout. This connection will require improvements to Klondike Avenue to meet current City standards together with CSAH 14 turn lane and intersection improvements as recommend by Washington County.
- Secondary access is shown through a connection to Upper 33rd Street North located along the north side of the UP Railroad. This connection is consistent with City staff recommendations. However, using this secondary access to Upper 33rd Street as the primary and only development access until the CSAH 14 and CSAH 17 intersection improvements are completed, should not be permitted.
- Intersection Improvements. The applicant will be responsible to construct all intersection and turn lane improvements along CSAH 14 and CSAH 17 as required by Washington County in their June 3, 2020 review memorandum. These improvements must be completed at the developer's cost.
- Pedestrian facilities: The concept plans should be revised to incorporate bituminous trails along the full length of CSAH 14 (south side) and full length of CSAH 17 (west side).

RESIDENTIAL STREETS

- All streets must be public streets and must be designed to meet the City's Engineering Design Standards including right-of-way width (66-feet), street width (32-feet) and cul-de-sac radii. Additional right-of-way is needed at intersections to maintain city minimum boulevards while accommodating turn lanes at major intersections (CSAH 17 and CSAH 14).
- All street intersections must be at 90 degrees and maintain 50 feet of tangent with maximum slopes of 2.5%. Residential maximum longitudinal grade is 6% with sidewalks.
- Surmountable concrete curb and gutter shall be installed in single family residential areas with future driveways and B618 curb installed along entrance roadways and roadway stretches with no lots.
- The proposed internal street network north of Stillwater Boulevard is well interconnected creating multiple access routes into and out of the development. South of Stillwater Boulevard, the proposed street network should include the connection to Klondike Avenue. Street geometrics must meet city standards and the use of compounding curves should be eliminated. Additional right-of-way dedication may be required along Klondike Avenue and the roadway improved to city standards.
- Parkway or divided roadways must be a minimum of 19 feet wide from face of curb to face of curb. Right-of-way along divided roadways must provide a minimum 16-foot boulevard along both sides of the street.
- Private streets are proposed in the multi-family areas south of Stillwater Boulevard. 95 units are proposed with 52 dedicated off-street parking stalls. Prior to receipt of a preliminary plat application, the private street design details should be presented to and approved by city staff, including off-street parking requirements, minimum allowable street widths, hydrant locations, and snow storage locations.
- Six (6) foot sidewalks must be provided along all residential streets and as may be required for connectivity.
- A bituminous trail is proposed through a nature park and into the north development area, connecting to a concrete sidewalk in the Legacy at North Star development. This trail should be rerouted through the development to connect to the required bituminous trail along the west side of CSAH 17.
- Ten (10) foot utility easements are required on either side of all right-of-way.

STORMWATER MANAGEMENT

- The site plan is subject to a storm water management plan meeting State, VBWD and City rules.
- Storm water facilities proposed as part of the site plan to meet State and VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual.
- The concept plan shows a Regional Pond at the intersection of Stillwater Boulevard and Lake Elmo Avenue as required in the City CIP. The Regional Pond is planned as a "wet pond" with a 3-acre permanent pool with requirements to significantly reduce the discharge rates for the 2-year, 10-year and 100-year storm

events. The required ponding is intended to provide additional discharge rate reduction that exceed the reductions to meet VBWD and State permitting requirements. The capacity and area dedicated for the required regional pond will need to be verified with the city and the plans updated accordingly.

- All storm water facilities (ponds and infiltration basins) must be placed in Outlots. The Stormwater Facility Outlots must fully incorporate the 100-year HWL, 10-foot maintenance bench and all maintenance roads.
- Maintenance access roads meeting city standards must be provided for all storm water facilities.
- Stormwater management considerations should also inform the design to ensure that storm water basins are not landlocked by homes and roads. Overland emergency overflow elevations are required and must be utilized for all stormwater ponding while maintaining 2-foot minimum separation between structure low floor elevations and the overland EOF. A system of interconnecting drainage ways should be incorporated into the design. It will also be extremely important for the preliminary plan application to include an existing condition survey of existing downtown area structures to verify the 2-foot separation.
- The storm sewer system shall be designed to maintain the City standard **minimum** pipe cover of 3.0 feet. Drain tile is required as part of the City standard street section at all localized low points in the street. Drain tile considerations may impact the storm sewer design and depth requirements at low points.
- Per City requirements all storm sewer pipe easements must be a minimum 30-feet in width.
- Storm water ponding adjacent to roadway corridors may not encroach the right-of-way or small utility easement corridors along either side of all right-of-way.

MUNICIPAL WATER SUPPLY

- Municipal water supply is available in several locations, immediately adjacent to the proposed development. The applicant is responsible to extend the municipal water supply into the development site at developer's cost.
- Only 6-inch watermain exists along Stillwater Boulevard and at the west end of Upper 33rd Street North. These mains may be limited in their capacity to meet fire flow demands until multiple connections are made or future water system improvements are completed.
- Watermain distribution lines and connections will be required wherever reasonably possible to create a looped network.
- A watermain stub will be required to extend to the western boundary of the development for future extension along Stillwater Boulevard (CSAH 14).
- The concept plans show a water connection point south of the UP Railroad. This connection point is not available to this development as the water system south of the UP Railroad is in a separate pressure zone.

MUNICIPAL SANITARY SEWER

- Municipal sanitary sewer system is not readily available to serve this site. The City capital improvement program has tentatively scheduled the installation of sanitary sewer to the south side of the UP Railroad, at the intersection of Klondike Avenue and 33th Street North, however the earliest sewer would be available would be in November 2021, if the city project remains on schedule. As the development plans move forward with this site, the city should not accept a preliminary plat/plan application until a construction contract is awarded for the sanitary sewer project that includes the scope of improvements necessary to make sanitary sewer available.
- The Concept plan shows the sanitary sewer connection point, incorrectly, at the location of 33rd Street and 33rd Street Lane. The future connection point is planned to be located at Klondike Avenue and 33th Street North. The applicant is responsible to extend sanitary sewer north across the UP Railroad into the development site at developer's cost. The development timing and phasing must be planned accordingly.
- A 15-inch trunk sanitary sewer must be stubbed to the western boundary of the development for future extension along Stillwater Boulevard (CSAH 14).



Public Works Department

Donald J. Theisen, P.E.
Director

Wayne H. Sandberg, P.E.
Deputy Director/County Engineer

December 7, 2020

Ken Roberts
City of Lake Elmo
3600 Laverne Avenue North
Lake Elmo, MN 55042

RE: Washington County comments on the Shiltgen property concept plan

Dear Ken

This is a follow-up to the updated concept plan for the Shiltgen property in City of Lake Elmo dated 11-2-2020. The project north and south of County State Aid Highway (CSAH) 14 /Stillwater BLVD, west of CSAH 17/ Lake Elmo Avenue. Based on the plan provided, we have the following comments:

- The comments from Jack Griffin, City Engineer dated November 8, 2020 are acceptable to Washington County Engineering and Planning staff.
- The Functional Classification of CSAH 17/ Lake Elmo Avenue and CSAH 14/Stillwater Blvd. is an "A" Minor Arterial Roadway, Expander Category. The plans identify 116 feet from the centerline along CSAH 17/Lake Elmo Avenue. Along CSAH 14/Stillwater Blvd, a full, 180 feet is shown. Both are acceptable.
- The new local street access on the north development area along CSAH 17/Lake Elmo Avenue is acceptable as well as the south development area at a future roundabout at CSAH 17/CSAH 14.

On a temporary basis, the south development area access will need to be provided at Klondike. Temporary turn lanes improvements will need to be designed and approved by the county traffic engineer. The city should also consider that the Klondike access at CSAH 14/Stillwater Boulevard be relocated 150 feet east of the current access point so the temporary turn lanes are further away from the steep slopes west of the site on both the south and north side of highway adjacent to Sunfish Lake. A Washington County Right-of-Way Permit will be required for the improvements.

- Turn lane improvements shall include a center left and right turn lane at the intersection at the new local street and CSAH 17/Lake Elmo Avenue. The plans will need to be approved by the county traffic engineer and a Washington County Right of Way Permit be required for the improvements.
- The plans identify trail connections within the site as well as along CSAH 17/Lake Elmo Avenue and CSAH 14/Stillwater Blvd. The Washington County Comprehensive Plan 2040, identifies the Central Regional Trail corridor along this section. The plans identify this Regional Trail.

December 7, 2020
Shiltgen property
Page 2 of 2

- Trails should also connect from the CSAH 17/CSAH 14 intersection (future roundabout) to the south development area as well as the "Old Village."

Thank you for the opportunity to comment on this preliminary plat. If you have any questions, please contact me at 651-430-4362 or ann.pung-terwedo@co.washington.mn.us. For permit applications, please contact Carol Hanson at Carol.hanson@co.washington.mn.us.

Regards,

A handwritten signature in blue ink, appearing to read "Ann Pung-Terwedo", with a stylized, looping flourish at the end.

Ann Pung-Terwedo
Senior Planner

C: Carol Hanson, Office Specialist

R/Plat Reviews/City of Lake Elmo/Shiltgen

(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>
V-LDR, GCC, LDR, MDR, HDR,	10%
RS, AG, RE, RR (Rural Districts)	5%
C, CC, LC, BP, VMX, MU-BP, MU-C	Fees as set by Council resolution ^a

- a. A 10% charge is applied if a residential component is incorporated into the development/subdivision. However, the 10% charge does not apply to a minor subdivision.

(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 required park dedication. To receive credit for a trail, there must be a through public trail connection to the larger Lake Elmo or Washington County trail network. If the proposed trails are not able to connect to existing trails, they must be installed in a way that would provide a connection to future planned trails as additional infrastructure is established.

(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 required percentage land dedication for the zoning district in which the subdivided property is located (as shown in the Table in Section 153.15 (A)). 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, lot divisions and commercial development*. Required cash equivalent payments for minor subdivisions, lot divisions or for commercial development projects shall be as determined from time to time by Council resolution and as is set in the City's fee schedule.

(G) *Payment of cash contribution*. Cash contribution payments shall be made to the City prior to release of building permits for the project or phase of development.

(H) Previously subdivided property from which a park dedication or cash in lieu contribution has been received, upon re-subdivision with the same number of lots, is exempt from park dedication requirements. If, as a result of the re-subdivision 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) *Park Dedication Fund*

(1) A cash contribution 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. The developer must either dedicate easements to the City in the plat or grant the City an easement by separate instrument for the improvements. The improvements must 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.* The developer shall warrant and guarantee all public sewer and water improvements against any defect in materials or workmanship and warrant that they will continue to meet all technical specifications and standards for a period of 2 years from the date of final written city acceptance of the work. The developer shall warrant and guarantee all public street construction, including concrete curb and gutter, sidewalks, and trails for a period of one year from the date of final written city acceptance of the work. The developer shall warrant and guarantee all sod, trees, and landscaping for a period of two years from the date of final written city acceptance of the installation. In the event of the discovery of any defect in materials or workmanship within the warranty period, the defect shall be promptly repaired or corrected. If the developer fails to repair or replace a defective improvement during the warranty period, the city may repair or replace the defective improvement and may use the financial security posted by the developer to reimburse itself for such costs. The developer shall reimburse the city fully for the cost of the repair or replacement if the cost exceeds the remaining amount of the financial security. In the event that the developer does not reimburse the city for the costs that exceed the amount of the financial security, the city may specially assess any unreimbursed costs against any of the unsold lots in the subdivision.



STAFF REPORT

DATE: December 21, 2020

AGENDA ITEM: Statewide Health Improvement Partnership (SHIP) Grant Request
SUBMITTED BY: Ben Prchal, City Planner
REVIEWED BY: Marty Powers, Public Works Director
Ken Roberts, Planning Director

BACKGROUND:

It is an objective of the Parks Work plan to seek out grant opportunities when they become available. Washington County recently sent an email to City Staff encouraging them to apply for project funding through the SHIP grant program. Due to the timing of the grant opportunity Staff was required to first obtain funding from the Council for the Grant prior to reviewing the opportunity with the Parks Commission.

ISSUE BEFORE THE PARKS COMMISSION:

Staff has requested funding for two bike repair stations for the City. Where would the Parks Commission like to place the two repair stations if funding is provided?

PROPOSAL:

SHIP funds are to assist community organizations with active living goals to promote biking and recreational activity in the community for all ages and abilities by providing recreational equipment, adaptive bikes, trail benches, bike racks and/or bicycle maintenance stations near community parks and trails. The SHIP program is also geared to help organizations create safe and accessible opportunities for physical activity for all ages and abilities. The grant is intended to prioritize funding for populations that experience health disparities for physical inactivity. This includes older adults, women, people with mobility issues, people of color, and low income individuals and families.

City Staff will take the opportunity with the SHIP grant program to obtain funding for bike repair stations. At this time Staff has identified three possible sites for the bike repair stations. One of them would be in Sunfish Lake Park and the other location would be in Ivywood Park and Hammes Park. Due to the grant submittal deadline (12-16-2020) City Staff did not have time to review the proposal with the Parks Commission. However, Staff needs permission from the City Council for funding but will follow up with the Parks Commission to identify the best location(s) for the repair stations.

Due to the volume of bicyclists within Sunfish Lake Park Staff is recommending one station be placed within the park and second identified location would be at the corner of the Ivywood Park trail and the 5th St Trail.

FISCAL IMPACT:

Staff is estimating the total project cost for two repair stations will \$3,000. With the grant requiring a 10% financial match the City would be liable to commit to \$300, which could come from the park dedication fund. For clarity the City has not established an expenditure for grant funding in the CIP.

OPTIONS:

- 1) Approve the two locations identified by Staff
 - 2) Select different locations for the repair station(s)
 - 3) Do not recommend placement of bike repair stations
-

RECOMMENDATION:

“Motion to recommend placement of one bike repair station in Sunfish Lake Park and the other in Ivywood Park (Inwood development)”

ATTACHMENTS:

- None

**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.

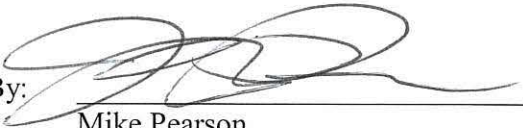
7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

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:

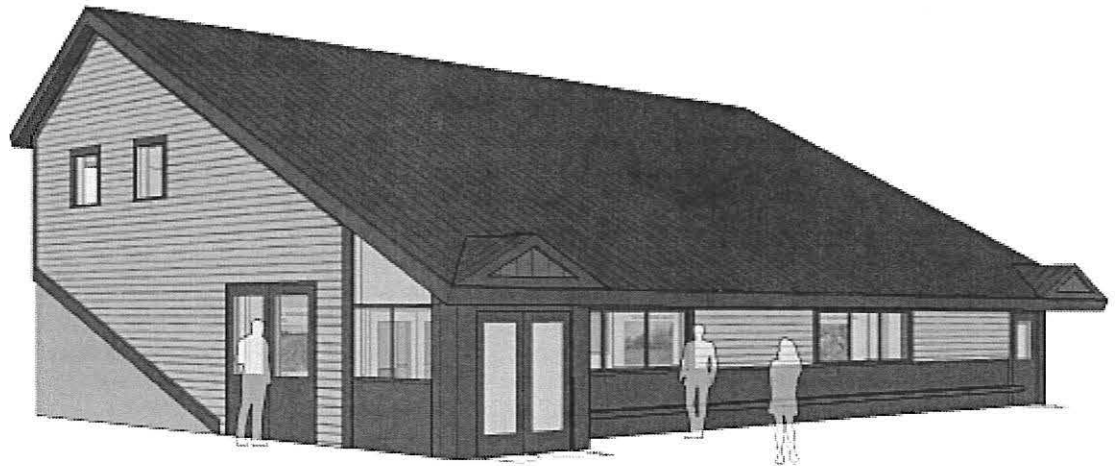
All that part of the South 40 acres of Government Lot 5, Section 10, Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

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
411.521.1219
10000 10TH AVE N
SUITE 100, MINNAPOLIS, MN 55412

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

DATE:
3 APRIL 2017
100% FULL SIZE

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

	Worst Case	2021 PROPOSED	2020 PROPOSED	notes
INCOME				
Restricted Donations	\$	4,000.00	4,000	camps and events, benches
Unrestricted Donations	\$	2,000.00	7,000	
Restricted Funds Release			20,800	
Corporate Donations/Matches	\$	1,500.00	3,000	
Founder's Donation	\$	19,000.00	15,000	only if needed
Grants	\$	5,000.00	5,000	rain garden 500
Program Fees	\$	1,000.00	8,925	see breakout
Fundraising	\$	10,000.00	35,000	
DNR Grant			-	Getting Grant
In Kind			-	
PROJECTED INCOME		37,500	98,725	
EXPENSES				
Program Expenses				
Business Expenses				
Registration Fees	\$	100.00		non-salary
Loan Repayment	\$	-	925	
Loan Interest	\$	-	5,750	curriculum modules
Bank Fees	\$	100.00	3,400	250 license safety 150 maintenance 1000
Payment Processing Fees	\$	100.00	1,500.00	educational unit development (1400) & naturalist (250/mos x 12)
Contract Services	\$	1,000.00		
Accounting	\$	250.00		
Legal	\$	-		
Marketing	\$	-		
Grant Writing	\$	-		
Fundraising				
Payroll	\$	15,800.00		
Salaries	\$	2,212.00	15,800	see breakout
Payroll Expenses - Other	\$	500.00	2,212	medicare social security
Payroll Processing	\$	250.00	600	Valley Bookkeeping
General Operations	\$	1,000	500	
Postage, Shipping	\$	-	1,000	
Printing and Copying	\$	12.00	3,000	
Supplies	\$	5,200.00	12	
Rent	\$	1,700.00	5,200	see breakout
Utilities	\$	250.00	100	
Maintenance	\$	1,100.00	6,050	see breakout
Buildings & Grounds	\$			
Building Fixtures & HVAC	\$			
One-Time Upgrades	\$			
Landscaping	\$			
Marketing	\$			
Insurance	\$			
Electronic	\$			
Print	\$			
Special Events	\$			
D&O	\$			
Workers Comp	\$			
Hospitality & Appreciation	\$			
Conference, Meeting	\$			
Travel	\$			
PROJECTED EXPENSES				
PROJECTED INCOME LESS EXPENSES				
Building Depreciation	\$			
Jon Chasman Director Donation	\$			

Reopen 7/21 Assumption

PROGRAM FEES	
Camp	3,975.00
Nature Programs	1,000.00
Workshops	3,000.00
Family Nature Day	700.00
Buckhorn Festival	250.00
Classes	-
total	8,925.00

SALARIES	director	vol coord	administrative staff	intern	intern	support staff	camp prep	riculum Coord
hourly rate	20.00	15.00	25.00	10.00	10.00	20.00	20.00	20.00
max hours/week	6	6	25	25	25	0	0	4
max gross/week	-	-	150.00	250.00	250.00	-	-	80.00
weeks/year	52	57	52	10	6	3	2	50
yearly gross pay	-	-	7,800.00	2,500.00	1,500.00	-	-	4,000.00
total salaries	15,800.00	7,800.00	total admin	total support	8,000.00			

UTILITIES	
City (water/sewer)	200
Propane	1500
Electric	2000
Phone/Internet	1500
total	5,200.00

Proposed one-time upgrades	
Upgrade phone/Internet & Verizon early termination cost (Centurylink to run landline, cost of modem & phones)	300.00
Security system completion/ upgrade storage to one week (parts cost - Tony to install)	150.00
Entry key upgrade to digital keypad / entry alert when occupied (part cost - Chuck to install)	400.00
Acoustic study (as board voted)	100.00
Acoustic improvement (carpet and/or hanging panels)	100.00
Completion of rain garden, pathways, removal of sumac trunks (covers trailer rental to bring Bobcat twice, some materials)	150.00
Patio costs over and above donation by JWGC	-
Two or three new trees to slowly replace doomed ash trees	-
Classroom closets - tear out and replace	-
Reception Desk	-
Comfortable seating	-
TOTAL PROPOSED ONE-TIME UPGRADES	1,100.00

Building Depreciation	\$ 8,500.00	8,500	339,288 over 40 years
remaining after 2020	12,000		

\$ 8,500.00

339,288 over -preciation

\$ 8,500.00

339,288 over -preciation

\$ 8,500.00

339,288 over 40 years

\$ 8,500.00

339,288 over 40 years



2020 Parks Commission Appointments and Terms		
Commissioner	Term	Term Expires
VACANT		12/31/2022
John Ames	6	12/31/2022
Jean Olinger	1	12/31/2020
Barry Weeks	2	12/31/2021
John Mayek	2	12/31/2021
Steve Schumacher	1	12/31/2021
Isak Nightingale	2	12/31/2022