

# City of East Bethel Park Commission Agenda

**7:00 pm**

**Date: January 14, 2015**

**Location: City Hall**

**Meeting Room: Council Chambers**



## **Item**

- |         |     |   |
|---------|-----|---|
| 7:00 PM | 1.0 | Call to Order   |
| 7:01 PM | 2.0 | Adopt Agenda  |
| 7:02 PM | 3.0 | Approve Minutes – November 12, 2014                       |
| 7:05 PM | 4.0 | Parks Financial Information & Parks Capital Funds Summary |
| 7:10 PM | 5.0 | SBAA 2015 Field Request                                   |
| 7:35 PM | 6.0 | Cedar Creek Memorandum of Understanding                   |
| 7:50 PM | 7.0 | Park Commission Meeting Times                             |
| 8:05 PM | 8.0 | Council Report and Other Business                         |
| 8:15 PM | 9.0 | Adjourn   |

## EAST BETHEL PARK COMMISSION MEETING

November 12, 2014

The East Bethel Parks Commission met on November 12, 2014 at 7:04 P.M at the East Bethel City Hall for their regular monthly meeting.

MEMBERS PRESENT: Bill Zimmermann Tim Hoffman Denise Lachinski  
Kenneth Langmade Bonnie Harvey

MEMBERS EXCUSED: Sue Jefferson Stacy Voelker

ALSO PRESENT: Nate Ayshford, Public Works Director  
Tim Harrington, City Council  
Sue Irons, Recording Secretary

**Adopt Agenda** Mr Hoffman motioned to adopt the agenda. Ms Lachinski seconded; all in favor, motion carried unanimously.

**Approve – August 13, 2014** Mr Zimmerman made a motion to approve the August 13, 2014 minutes as submitted. Ms Lachinski seconded; all in favor, motion carried unanimously.

**Parks Financial Information & Parks Capital Funds Summary** Mr Ayshford presented the current financial status for member’s review (Attachment 4.1). Budget appears on target. It was noted that the equipment rental was slightly over budget due to rental of porta potties for all parks and for Booster Day (budgeted as per last year but price was increased by rental company) as well as occasional rental of pumps for ponds. These expenses will be reduced as the season has ended and only two porta potties are maintained year round. The current winter storm will be reflected in increased expenses for plowing, overtime, etc.

**Mr Hoffman motioned to forward the Parks Financial Report to the City Council as presented. Ms Lachinski seconded; all in favor, motion carried unanimously.**

**5.0 Baseball Field Request** Theresa Martin has requested the Park Commission discuss options for athletic fields designated for baseball use. Possibilities include converting an existing softball field into a baseball field with a mound and possible grass infield and/or constructing a new baseball field in Booster West Park where the existing soccer fields are located.

Theresa Martin was present at the meeting to provide comments and discuss possible options. She introduced herself as a resident of East Bethel for 15 years with four sons involved in baseball. They have participated in SBAA for many years and have noted a frequent issue of a lack of fields for teams to play on. There is only one “senior” mound, located in Soderville. She noted that at a coaches meeting she attended East Bethel was praised for the quality and maintenance of its ball fields. Ms Martin researched access to fields including Ham Lake, St Francis and Blaine. She also contacted neighbors and asked them if they would volunteer time, services, goods, etc and met with a very positive response.

Ms Martin and the members discussed requirements and options for additional fields in East Bethel. The current fields at Booster West are in demand all season. There are three other fields that are not currently being used and would need some work to be usable.

It was noted that the current Parks Capital Improvement Plan (CIP) already contains plans for an additional ball field in 2017. The project was initially slated for 2014 but had to be pushed back due to loss of funding. Funding for Parks comes from income generated by development in East Bethel but there has been no development since 2008.

The plan is to convert two soccer fields to a baseball field. Regulation field requires 90 ft mound as opposed to 75 ft for younger athletes. There are only parking lot lights in the area slated for the new field.

Batting cages were also discussed to be included with the ball fields but some cages must be manned by someone while they are in use. Although batting cages can be profitable, it can be difficult to keep volunteers in place. Indoor batting cages would cost more to establish but there are outdoor cages as well. There are batting cages available at the East Bethel Ice Arena but they have not been in use.

Blaine is building a new large ball field/sports complex off of Lexington. There are different organizations involved in baseball activities around the area but they don't all have the same goals and some are in conflict.

Ms Martin thanked the members for the discussion and suggestions for possible future options and funding issues. She stated she will continue researching ways to help move forward and find volunteers and donations. If SBAA doesn't want to work with East Bethel, she plans to reach out to other people and businesses for help.

### **Insecticide Use and Pollinators**

Christine Dahlman had asked to present information on this topic at this meeting, however, she contacted Mr Ayshford and requested rescheduling her presentation for the January meeting due to a death in her family. It was noted that we currently do not use any of the pesticides of concern. Mosquito treatments are used by the Metropolitan Mosquito Control District and Mr Ayshford noted that a pesticide for treatment of Emerald Ash Borer may be required in the future.

**Mr Hoffman motioned to postpone Ms Dahlman's presentation until January per her request. Ms Harvey seconded; all in favor, motion carried unanimously.**

### **Cedar Creek Memorandum of Understanding**

In March of 2004, the City of East Bethel and CCESR entered into a memorandum of understanding (MOU) that established the Cedar Creek Park, use of the trail system around Fish Lake, and the vacation of the East Bethel Blvd easement within the CCESR. Portions of the MOU are set to expire in 2014 and staff from the U of MN and the City of East Bethel have begun discussions on the need to update the document. Both parties would like input from the East Bethel Parks Commission on any changes that may be necessary so that an amended document can be drafted for approval by the East Bethel City Council and University of MN.

Requested Action:

Review and update Memorandum of Understanding between East Bethel and Cedar Creek Ecosystem and Scientific Reserve (CCESR)

Items of interest:

**3. Horseback Riding Trails.** For a period of ten (10) years from the effective date of this MOU, and thereafter with the consent of CCNHA, horseback riding by persons holding permits issued by the City will be permitted on trails in the Natural History Area designated for that purpose by CCNHA. CCNHA will make these trails available on a guided basis only at least once a month from April thru October. By separate agreement, CCNHA and City have agreed that horseback riding on a non-guided basis will also be permitted within the eighty (80) foot right-of-way along part of the easterly boundary of the Natural History Area. CCNHA shall have the right to set reasonable limits as to the number of riders on trails at any one time. The City agrees that no parking facilities will be constructed that will facilitate the trailering of horses to the Natural History Area.

Complaints have been received from the U of M about users not cleaning up after their dogs and horses, sneaking in to the area on the NE side of Fish Lake where no outside animals are allowed. The initial part of this section expired this year but there is a separate agreement regarding use of the right of way along old East Bethel Blvd for horseback riding. East Bethel Blvd was traded for the Park area that the city owns now.

Members agreed that residents using the area for horseback riding probably did not have permits as required and may not even be aware that they needed them. There is no information on the city website about horseback riding or the permit requirement. Some members felt the website was supposed to be updated but that update was minimal. Any riding on trails in the Natural History Area were to be guided only but most members felt that contacting the CCNHA to arrange for a tour was extremely difficult if not impossible. Mr Ayshford reported that there are signs in the area where horses and dogs are not allowed but people have pulled them out and used the areas regardless.

The consensus was that the Horseback Riding agreement should remain but the expired part of this section might not be possible to renew/continue. As a minimum, would like to keep the "separate agreement" in place but no copy was included in the package for this meeting.

**Ms Harvey made a motion to table this item until research can be done into the original discussions/negotiations leading up to the MOU as well as checking with residents interested in having places to ride horses for their input. Mr Zimmerman seconded; all in favor, motion carried unanimously.**

Ms Lachinski agreed to contact residents regarding horseback riding and Ms Irons will pursue research on the decisions/negotiations leading up to the signing of this MOU. Mr Ayshford will provide a copy of the "separate agreement" for review.

**11. Provision of Additional Parking for Cedar Creek Access.** CCNHA will work with Isanti County and Athens Township to provide an area to be designated as parking for the purpose of providing access to canoeing and kayaking down Cedar Creek. City and Athens Township have agreed to fund the construction of the parking area and City understands that Athens Township will pay one-half of the costs. The land shall, regardless of such use, at all times be property of the University and a part of the Natural History Area.

Members suggested that at the time of the MOU there was a meeting planned with Athens Township to discuss this item but it does not appear that the meeting occurred nor has any action been taken to provide parking as described. Members felt this item did not seem to benefit East Bethel in any way and suggested that it be deleted.

**Mr Hoffman made a motion to delete item 11 from the MOU. Mr Zimmerman seconded the motion; all in favor, motion carried unanimously.**

**Anoka  
Conservation  
District Comp  
Plan 2015-  
2019**

The City of East Bethel has been asked to review and provide comments on the Anoka Conservation District's Comprehensive Plan for 2015-2019. (Attachment 8.1 draft 2015-2019 ACD Comp Plan)

Mr Hoffman commented that he felt there was a great deal of information but did not see any detailed future plans and strategies. Projects are funded mainly through state and federal grants. The organization provides education for landowners and local government in natural resource management and conducts monitoring and analysis. Ms Lachinski questioned how projects are prioritized and how they might be able to assist the City of East Bethel. Mr Ayshford reported that the two bodies of water that are impaired in East Bethel are Coon Lake and Crooked Brook.

**Council  
Report &  
Other  
Reports**

Mr Harrington reported the elections resulted in Brian Mundle and himself as new council members and Mr Steve Voss as the new mayor. There will be a town hall meeting on November 20, 2014 from 6-9 PM.

My Ayshford reported that the Anoka County Master Trails Plan was changed. The new plan has the trail going through Carlos Avery around Linwood Lake. The only drawback is that it will no longer tie into Wild Rice Drive.

**Adjourn Mr Langmade motioned to adjourn the meeting at 8:37 p.m. Mr Hoffman seconded; all in favor, motion carried unanimously.**

Respectfully submitted by:

Susan Lori Irons  
Recording Secretary

Attachments:

- 4.1) Parks Financial Reports
- 7.1) 2004 MOU
- 8.1) Draft 2015-2019 ACD Comp Plan

**City of East Bethel**  
**Revenue / Expense Statement**  
**Fiscal Year 2014**  
**1/1/14 to 12/31/14**

Account Description	Actual - 12/31/14	FY 2014 Budget	YTD as a % of Budget
Public Works - Park Maintenance			
E 101-43201-101 Full-Time Employees Regular	191,537.40	197,900.00	97%
E 101-43201-102 Full-Time Employees Overtime	2,640.23	1,000.00	264%
E 101-43201-103 Part-Time Employees	5,999.00	5,900.00	102%
E 101-43201-105 Employee On Call/Standby Pay	-	3,100.00	0%
E 101-43201-107 Commissions and Boards	620.00	1,700.00	36%
E 101-43201-122 PERA-Coordinated Plan	13,773.19	14,300.00	96%
E 101-43201-125 FICA/Medicare	18,548.41	19,700.00	94%
E 101-43201-126 Deferred Compensation	5,699.19	5,900.00	97%
E 101-43201-131 Cafeteria Contribution	43,388.44	44,000.00	99%
E 101-43201-151 Worker s Comp Insurance Prem	8,365.78	8,450.00	99%
E 101-43201-201 Office Supplies	-	100.00	0%
E 101-43201-211 Cleaning Supplies	365.06	500.00	73%
E 101-43201-212 Motor Fuels	18,521.15	16,000.00	116%
E 101-43201-213 Lubricants and Additives	119.29	500.00	24%
E 101-43201-214 Clothing & Personal Equipment	1,304.05	3,000.00	43%
E 101-43201-215 Shop Supplies	9.66	400.00	2%
E 101-43201-216 Chemicals and Chem Products	844.54	3,000.00	28%
E 101-43201-217 Safety Supplies	254.40	700.00	36%
E 101-43201-218 Welding Supplies	-	100.00	0%
E 101-43201-219 General Operating Supplies	1,647.99	2,200.00	75%
E 101-43201-221 Motor Vehicles Parts	2,822.24	2,100.00	134%
E 101-43201-222 Tires	627.06	1,000.00	63%
E 101-43201-223 Bldg/Facility Repair Supplies	1,901.61	2,500.00	76%
E 101-43201-225 Park/Landscaping Materials	2,084.73	7,000.00	30%
E 101-43201-226 Sign/Striping Repair Materials	-	1,500.00	0%
E 101-43201-229 Equipment Parts	2,887.35	2,000.00	144%
E 101-43201-231 Small Tools and Minor Equip	1,389.43	2,000.00	69%
E 101-43201-306 Personnel/Labor Relations	149.33	300.00	50%
E 101-43201-307 Professional Services Fees	529.00	600.00	88%
E 101-43201-321 Telephone	1,410.69	2,500.00	56%
E 101-43201-341 Personnel Advertising	108.00	200.00	54%
E 101-43201-342 Legal Notices	-	100.00	0%
E 101-43201-381 Electric Utilities	3,806.83	6,000.00	63%
E 101-43201-384 Sewer Utilities	-	300.00	0%
E 101-43201-385 Refuse Removal	76.59	1,200.00	6%
E 101-43201-387 Heating Fuels/Propane	180.32	250.00	72%
E 101-43201-401 Motor Vehicle Services (Lic d)	190.50	2,200.00	9%
E 101-43201-402 Repairs/Maint Machinery/Equip	25.00	3,000.00	1%
E 101-43201-403 Bldgs/Facilities Repair/Maint	786.50	3,000.00	26%
E 101-43201-405 Park & Landscape Services	323.00	2,200.00	15%
E 101-43201-415 Other Equipment Rentals	9,368.92	7,000.00	134%
E 101-43201-422 Auto/Misc Licensing Fees/Taxes	860.99	1,200.00	72%
E 101-43201-431 Equipment Replacement Chgs	16,700.00	16,700.00	100%
E 101-43201-434 Conferences/Meetings	345.00	400.00	86%
	360,210.87	393,700.00	91%

**PARK CAPITAL FUNDS SUMMARY  
DECEMBER 2014**

<b>PARK ACQUISITION AND DEVELOPMENT FUND</b>			
Account #	Description	2014 YTD	Remaining Balance
<b>REVENUES:</b>			
R 404-34791	Park Dedication Fees	-	
R 404-36210	Interest Earnings	17.71	
Total Revenues		<u>17.71</u>	
<b>EXPENSES:</b>			
E 404-40400-201	Office Supplies	-	
E 404-40400-223	Bldg/Facility Repair Supplies	-	
E 404-40400-224	Street Maint Materials	-	
E 404-40400-225	Park/Landscaping Materials	-	
E 404-40400-302	Architect/Engineering Fees	-	
E 404-40400-303	Legal Fees	-	
E 404-40400-307	Professional Services Fees	-	
E 404-40400-322	Postage/Delivery	-	
E 404-40400-342	Legal Notices	-	
E 404-40400-351	Printing and Duplicating	-	
E 404-40400-403	Bldg/Facilities Repair/Maint	-	
E 404-40400-405	Park & Landscape Services	-	
E 404-40400-416	Machinery Rentals	-	
E 404-40400-422	Auto/Misc Licensing Fees/Taxes	-	
E 404-40400-530	Improvements Other Than Bldgs	-	
Total Expenses		<u>-</u>	
December 31, 2013 Balance		26,064.37	
<b>Current Balance</b>			<b>26,082.08</b>

<b>PARK CAPITAL FUND</b>			
<b>REVENUES:</b>			
R 407-36210	Interest Earning	50.24	
R 407-36240	Refunds & Reimbursements	-	
R 407-39201	Transfer from General Fund	50,000.00	
Total Revenues		<u>50,050.24</u>	
<b>EXPENSES:</b>			
E 407-40700-219	General Operating Supplies	-	
E 407-40700-223	Bldg/Facility Repair Supplies	-	
E 407-40700-225	Park/Landscaping Materials	-	
E 407-40700-226	Street & Lot Restriping	-	
E 407-40700-231	Small Tools and Minor Equip	-	
E 407-40700-302	Architect/Engineering Fees	-	
E 407-40700-303	Legal Fees	-	
E 407-40700-403	Bldgs/Facilities Repair/Maint	-	
E 407-40700-405	Park & Landscape Services	-	
E 407-40700-530	Improvements Other Than Bldgs	-	
E 407-40700-550	Motor Vehicles	-	
E 407-40700-935	Street Capital Transfers	-	
E 407-45202-225	Park/Landscaping CCNH	-	
E 407-45202-302	Architect/Engineering Fees	-	
E 407-45202-342	Legal Notices	-	
E 407-45202-409	Other Repair/Maintenance	-	
E 407-45202-520	Buildings and Structures	-	
Total Expenses		<u>-</u>	
December 31, 2013 Balance		36,929.30	
<b>Current Balance</b>			<b>86,979.54</b>

**PARK TRAILS DEVELOPMENT FUND**

## REVENUES:

R 410-36210	Interest Earnings	97.90
R 410-34791	Park Dedication Fees	-
R 410-39201	Transfer from General Fund	-
Total Revenues		<u>97.90</u>

## EXPENSES:

E 410-41000-224	Street Maint Materials	-
E 410-41000-225	Park/Landscaping Materials	-
E 410-41000-226	Sign/Striping Repair Materials	-
E 410-41000-231	Small Tools and Minor Equip	-
E 410-41000-302	Architect/Engineering Fees	-
E 410-41000-303	Legal Fees	-
E 410-41000-307	Professional Services Fees	-
E 410-41000-405	Park & Landscape Services	-
E 410-41000-415	Other Equipment Rentals	-
E 410-41000-510	Land	-
E 410-41000-530	Improvements Other Than Bldgs	-
E 410-45202-225	Park/Landscape	-
E 410-45202-302	Architect/Engineering Fees	-
Total Expenses		<u>-</u>

December 31, 2013 Balance 144,088.10

**Current Balance**

**144,186.00**



# City of East Bethel Park Commission Agenda Information

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**Date:**

January 14, 2015

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**Agenda Item Number:**

Item 5.0

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**Agenda Item:**

SBAA 2015 Field Requests

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**Requested Action:**

Consider approval of field reservations for SBAA for 2015

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**Background Information:**

Soderville/Blaine Athletic Association has submitted a request for reserving the softball/baseball fields for the 2015 season. SBAA is requesting the use of fields 1-8 at Booster West and East from April 20 to July 23 four nights a week (M-Th) and the field at Anderson Lakes two nights a week during that same time period. Weekend use would be limited to two Fridays and two Saturdays at Booster East and West.

At this time the City has received no other requests for weeknight use of ball fields and no conflicting weekend requests. The requested fields are consistent with the use approved for in previous years.

For the 2014 season, 810 players registered with SBAA. East Bethel residents accounted for 98 of those registered players or 12%.

**Attachments**

5.1) SBAA 2015 Field Request Application

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**Fiscal Impact:**

The maintenance and field preparation costs typically incurred by the Public Works Department averages \$6,500 annually. The current fee schedule reflects these costs in the reservation fees.

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**Recommendation(s):**

Staff recommends that the Parks Commission consider the rental of the Booster West and East Fields to SBAA for weekday and weekend use as requested in their application and Anderson Lakes Park for use twice per week at the rate set forth in the City fee schedule less 20%. It is also recommended SBAA coordinate and cooperate with other organizations that schedule weekend tournaments at the Booster facilities.

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**Park Commission Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

Please let me know you received this.



2014

APPLICATION FORM FOR THE USE OF CITY PARK FACILITIES AND WHISPERING ASPEN COMMUNITY CENTER 2241 221st Ave NE ~ East Bethel, MN 55011 763-367-7840 □ 763-434-9578 (fax)

RECEIVED DEC 2 - 2014 BY: kw

Date of Application: 12/2/14

Name of Applicant: Soderville/Blaine Athletic Assoc./Nancy Nelson

Address of Applicant: 1831 153rd Ave NE Ham Lake

Telephone Home: 7634133555 Email: operations@soderville.org

Organization: SBAA Type of Event: Baseball/Softball

Date/Dates Requested Summer 2015 Approximate # of participants

If this event will require more than 150 parking spaces (over 500 participants and spectators) a parking plan will need to be filed as part of this application. The parking plan shall at a minimum obtain approvals for offsite parking and address security and traffic control issues to the satisfaction of the Parks Committee.

Hours Requested 4:30pm to 9pm Special requests or needs:

April 20-23; April 27-30; May 4-7; May 11-15; May 18-21; May 26-29; June 1-4; June 8-11; June 15-18; June 22-27; June 29-30; July 1-2; July 6-11; July 13-16; July 20-23 (requesting fields 1-8 for these dates)

List all amusement activities (Moon Bounce, Dunk Tank): Except: these are the dates from above that we would just need fields 1-5; May 15; May 29; June 26+27; July 10+11

Park and Facility Requested (also indicate below)

The City of East Bethel reserves the right to charge the reservation applicant for additional sanitation facilities if the number of participants is projected to exceed 600. This number includes both participants and spectators.

Types of Facilities, Fees and Deposits

Table with 5 columns: Pavilion/Shelter, Select Location, Non-resident/Per day, Resident, Key/Damage deposit. Rows include Pavilion types (with/without electricity) and various locations (Booster West/East, Bonde Park, John E. Anderson, Cedar Creek, Firewood).

Building/Rooms	Specify With (X)	Location	<input type="checkbox"/> Profit <input type="checkbox"/> Non-Resident	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Resident	Key/Damage deposit
Whispering Aspen Community Center 24225 Pierce Path, East Bethel	<input type="checkbox"/>	Whispering Aspen	\$50.00 + tax	No fee	\$100.00

Ballfields	Specify Which Field #(s)	Location	Non-Resident Per field/Per day	Resident Per field/Per day	Key/Damage deposit	Tournament at any location
<input checked="" type="checkbox"/> Irrigated: Field #s 1-4	1-4	Booster West	\$20.00 + tax	\$20.00 + tax	\$100.00	\$350+ tax + \$200 deposit*
<input checked="" type="checkbox"/> Non-irrigated: Field #s 5-8	5-8	Booster East	\$10.00 + tax	No fee	\$100.00	\$50.00/field* + tax + \$100 deposit
Field #1 &/or #2		Bonde Park	\$10.00 + tax	No fee	\$100.00	N/A
Field #1	<input type="checkbox"/>	Maynard Peterson	\$10.00 + tax	No fee	\$100.00	N/A
Field #1 <i>2 times / week</i>	<input checked="" type="checkbox"/>	Anderson Lake	\$10.00 + tax	No fee	\$100.00	N/A
Field #1	<input type="checkbox"/>	Norseland Manor	\$10.00 + tax	No fee	\$100.00	N/A
Field #1	<input type="checkbox"/>	Rod & Norma Smith	\$10.00 + tax	No fee	\$100.00	N/A
Field #1	<input type="checkbox"/>	Deer Haven	\$10.00 + tax	No fee	\$100.00	N/A

Soccer Fields	Specify Field# (s)	Location	Price/Day	Key/Damage deposit	Tournament
<input type="checkbox"/> Irrigated Field #1 & 2		Booster West	\$10.00 + tax	\$100.00	\$200.00 + tax + \$200.00 Deposit
<input type="checkbox"/> Non-Irrigated Fields #1 - 4		Bonde	No fee with Deposit	\$100.00	No fee with \$100.00 Deposit

Horseshoe Pits	# of Pits	Location	League-Season	Tournament	Key/Damage deposit
		Booster East	\$100.00 + tax	\$50.00	\$100.00

Concession Stand	Specify with (X)	Location	Price	Deposit
SBAA Season, Monday-Friday	<input checked="" type="checkbox"/>	Booster West	\$1,000.00/per season	No deposit
Weekend Tournament		Booster West	\$300.00 + tax/weekend	\$300.00
One Day Fee - Non-Tournament		Booster West	\$50.00 + tax	No deposit

\*Other tournament fees—If requested or required costs for field maintenance, rest room cleaning or garbage removal performed on a Saturday or Sunday of a reserved tournament event will be charged to the reservation holder on a time and materials basis. If additional sanitation facilities are required for a tournament this cost will be billed to the reservation holder.

**RULES FOR USE**

1. The approved applicant shall submit a key/damage deposit\* or payments, if applicable, to the City Hall prior to the event. Key and damage deposit fee may be in the form of a personal or cashier's check. A deposit receipt will be issued. The amount of the deposit returned will be based on an inspection of the facilities. Full deposits will be returned as the un-cashed check as soon an inspection of the area occurs and the key is returned to City Hall. Keys must be signed out at the City Hall, during normal work hours (Monday-Friday 8:00 a.m. to 4:00 p.m.), located at 2241 221<sup>st</sup> Ave. NE, and is to be returned the next working day immediately following the activity.
2. Facilities are to be left in good condition. Excessive refuse may subject the permit holder to additional cleanup or maintenance charges as determined by the City. The permit holder waives his/her rights to appeal any additional charges by accepting the permit for facility usage.
3. The individual requesting the permit must be at least 21 years of age and will be responsible for activities for park and other facilities provided for in the permit.

- 4. The approved permit form must be presented, if requested, by city staff or other responsible authority.
- 5. Alcoholic beverages are prohibited in City Parks.
- 6. The City of East Bethel is not responsible for any lost, stolen, or damaged property belonging to the permit holder or any group named therein.
- 7. Cars are to be parked in designated parking areas or on roadways where permitted.
- 8. All games end at 9:30 p.m. All parks close at 10:00 p.m.
- 9. **Commercial and Athletic Associations** granted use of any City park or other City facility as evidenced by the issuance of a permit shall provide the City of East Bethel a Certificate of Insurance in an amount not less than \$1,500,000 in aggregate **naming the City as an additional insured**. This certificate of insurance **must** be provided prior to the permit being issued.

**MISCELLANEOUS INFORMATION**

- 1. **Athletic fields or facilities rented are subject to sales tax.** If an organization is exempt from paying sales tax, a Certificate of Exemption ST3 must be completed and submitted with the application form. A Certificate of Exemption ST3 form is available at [www.taxes.state.mn.us](http://www.taxes.state.mn.us).

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

In consideration of being permitted by the City of East Bethel to use the City Facilities described above on (Insert date), Permittee hereby agrees and promises to release, waive, and relinquish any and all claims, of any kind or character whatsoever, that it may have or may acquire against the City arising out of or in any way pertaining to the use of the City Facilities by Permittee pursuant to the City Permit or any other conduct of the City relating to the use of the City Facilities as permitted. Permittee agrees and understand that this release and waiver applies only to negligence or strict liability and does not extend to, or relieve the City from, any intentional misconduct.

Permittee understands that this release and waiver of claims is intended to, and shall, bar and prohibit any and all causes of action, claims, demands, or litigation that Permittee may assert against the City relating to the use of the City Facilities pursuant to the City Permit, and Permittee does so knowingly and willingly. Permittee acknowledges and understand that permission to use the City Facilities is not essential and that alternative facilities are available from other sources. This release and waiver has been explained to Permittee, and Permittee has chosen to accept it and agrees to it as a condition of the grant of the City's permission to the Permittee to use the City Facilities. Permittee believes this release and waiver is a reasonable term and condition and Permittee voluntarily agrees to it.

In addition, any and all claims that arise or may arise against Permittee, its agents, servants, or employees, as a consequence of any act or omission on the part of Permittee or its agents, servants, or employees while engaged in the use of the City Facilities shall in no way be the obligation or responsibility of the City. Permittee shall indemnify, hold harmless, and defend the City, its officers and employees, against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorneys' fees, which the City, its officers or employees, may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Permittee, its agents, servants, or employees, in the execution, performance, or failure to adequately perform Permittee's obligations pursuant to the City Permit or this Release, Waiver and Indemnification Agreement.

The undersigned, on behalf of the Permittee, has carefully read this Agreement, understands all of its terms and conditions, is satisfied with all of the terms and conditions, and signs this Agreement voluntarily and without any reservations on behalf of the Permittee, with the full authority of the Permittee's directors to do so.

Permittee agrees to abide by the provisions contained in the "Rules for Use".

Signature of Permittee: Nancy Nelson

Signature of City of East Bethel Public Works Manager or designee: \_\_\_\_\_

If applicable, make check payable to the "City of East Bethel". **All fees are non-refundable.**



# City of East Bethel Park Commission Agenda Information

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**Date:**

January 14, 2015

\*\*\*\*\*

**Agenda Item Number:**

Item 6.0

\*\*\*\*\*

**Agenda Item:**

Cedar Creek Memorandum of Understanding

\*\*\*\*\*

**Requested Action:**

Review and update Memorandum of Understanding between East Bethel and Cedar Creek Ecosystem and Scientific Reserve (CCESR)

\*\*\*\*\*

**Background Information:**

In March of 2004, the City of East Bethel and CCESR entered into a memorandum of understanding (MOU) that established the Cedar Creek Park, use of the trail system around Fish Lake, and the vacation of the East Bethel Blvd easement within the CCESR. Portions of the MOU are set to expire in 2014 and staff from the U of MN and the City of East Bethel have begun discussions on the need to update the document. Both parties would like input from the East Bethel Parks Commission on any changes that may be necessary so that an amended document can be drafted for approval by the East Bethel City Council and University of MN.

At the November 12<sup>th</sup> Park Commission meeting, the members motioned to eliminate Item 11 from the MOU. The remainder of the document was tabled for discussion.

**Attachments:**

- 6.1) 2004 MOU Recreational Trails
- 6.2) 2004 MOU Roads and Park
- 6.3) Historical Documents of MOU Development

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**Fiscal Impact:** None at this time

\*\*\*\*\*

**Recommendation(s):**

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**Park Commission Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

### RECREATIONAL TRAILS

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this 17<sup>th</sup> day of March, 2004, by and between the Regents of the University of Minnesota ("University"), through its Cedar Creek Natural History Area ("CCNHA"), and the City of East Bethel (hereinafter, "City").

**WHEREAS**, University owns a significant tract of land lying in the City known as the Cedar Creek Natural History Area ("Natural History Area") which operates under the management of CCNHA; and

**WHEREAS**, the mission of CCNHA includes not only scientific ecological research and habitat conservation, but also public education on the results of environmental science; and

**WHEREAS**, CCNHA desires to promote this mission of public education in part through a series of trails and interpretive displays within and around its natural areas, while simultaneously maintaining the ecological integrity of its habitats, protecting all existing and future research projects, and maximizing the long-term viability of CCNHA as a site for ecological and environmental research; and

**WHEREAS**, the City desires to provide present and future generations of its citizens with wildland experiences that can be combined with ecological learning; and

**WHEREAS**, the City has experience maintaining and patrolling parks and trails and enforcing regulations and laws.

**NOW THEREFORE**, the parties agree as follows:

1. **Term.** The term of this MOU shall commence on the date that the transactions contemplated in a separate agreement between the parties entitled "Memorandum of Understanding (ROADS and PARK)" related to the relocation of a road and creation of a park are consummated. In the event that Memorandum of Understanding is terminated as provided in paragraph 13 thereof, then this agreement shall be null and void. Otherwise, the term of this agreement shall be effective on the date the transactions contemplated by the "Memorandum of Understanding (ROADS and PARK)" are closed and shall thereafter continue for a term of ninety-nine (99) years. This MOU may be terminated by either party, with or without cause, by sending notice to the other party at least thirty (30) days but not more than one (1) year before the twenty-fifth, fiftieth or seventy-fifth anniversary of the effective date of this MOU, in which case the MOU and the parties' respective rights and obligations hereunder shall terminate as of the relevant anniversary date. In the event this MOU is terminated pursuant to the terms of this paragraph or paragraph 17 of this MOU, the City shall remove all of its personal property and equipment and, unless the University agrees otherwise in writing, demolish any improvements,

structures and/or buildings constructed or erected pursuant this MOU, and return the University's land to the condition which existed at commencement of this MOU. The termination of this MOU shall not, however, affect the Park Area, as defined below, or the improvements thereon.

2. Trail and Lake Access Designation. CCNHA will open for public access in the Natural History Area between 4.5 and nine miles of summer walking trails between April 1 and Oct. 15 and 12 or more miles of winter trails for cross-country skiing between Oct. 15 and April 1. CCNHA will also identify land near the "Park Area" (which is an area of approximately 1.25 acres in size in the southeast corner of the Natural History Area near 235<sup>th</sup> Lane which the University intends to make available to the City for use as a public park under the provisions of a separate MOU between the City and University) as a point of public access to the Lake between April 15 and October 15 for canoeing, kayaking, and use by other non-motorized vessels consistent with the natural character of Fish Lake. Recommendations as to the location of the trails and lake access will be prepared by the joint advisory committee created pursuant to paragraph 13, below, and submitted to CCNHA for final approval. CCNHA shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require CCNHA to approve any recommendation that in its professional judgment would negatively impact CCNHA's ability to perform its scientific ecological research and habitat conservation mission. During the term of this MOU, CCNHA may change the locations of trails from time to time to suit changing needs or to address problems that arise, so long as such changes do not significantly reduce the length below 4.5 miles in the summer and 12 miles in the winter or alter the variety of trails open to the public. CCNHA may temporarily restrict access to all or part of the Lake, the lake access and the trail system at ecologically sensitive times, such as during active spring nesting periods of waterbirds, when prescribed burning plans are in effect, when CCNHA activities might pose risks to the public or when the presence of the public would be detrimental to the efficient performance of CCNHA activities. CCNHA shall also have the right to designate from time to time certain areas as unsuitable for trails because of their proximity to ecological research sites or ecologically sensitive or valuable sites, provided that (a) such designations will not apply to any sites on the eastern side of Fish Lake (specifically, east of the imaginary line that extends due North from the center of Durant Street), and (b) will not reduce the commitment of CCNHA to provide between 4.5 and nine miles of summer walking trails and 12 or more miles of winter cross country skiing trails. It is the intention of the parties that an average of 6.5 miles of summer trails will be maintained.

3. Horseback Riding Trails. For a period of ten (10) years from the effective date of this MOU, and thereafter with the consent of CCNHA, horseback riding by persons holding permits issued by the City will be permitted on trails in the Natural History Area designated for that purpose by CCNHA. CCNHA will make these trails available on a guided basis only at least once a month from April thru October. By separate agreement, CCNHA and City have agreed that horseback riding on a non-guided basis will also be permitted within the eighty (80) foot right-of-way along part of the easterly boundary of the Natural History Area. CCNHA shall have the right to set reasonable limits as to the number of riders on trails at any one time. The City agrees that no parking facilities will be constructed that will facilitate the trailering of horses to the Natural History Area.

4. Public Tours. CCNHA will conduct public tours at least monthly from May through

October of various areas of the Natural History Area not otherwise open to the public under this MOU. Such tours will be designed to increase the public's awareness of the diversity of the natural environment present in the community. CCNHA and the City agree to jointly promote such events. CCNHA further agrees to make staff available on a limited basis to provide educational opportunities to local organizations, such as scout troops and conservation clubs, to broaden appreciation of the natural environment.

5. City's Trail and Park Area Maintenance Responsibilities. The City will at its expense:

(a) construct, install, maintain, operate, repair and replace, as appropriate, the signage described in more detail hereafter, trails, trailheads, and any restrooms and other improvements and structures installed or constructed by City that serve the Park Area and trail system;

(b) be responsible for weekly garbage removal, weekly removal of any horse droppings, and other routine maintenance of the trail system and Park Area;

(c) groom and maintain the trails to ensure safe and passable use by hikers and skiers;

(d) inspect trails for hazards at reasonable intervals, but not less than once every seven (7) days or within four (4) days after a major storm that might be expected to knock down trees occurs;

(e) maintain and repair damage to improvements placed by City along the trails; and to the extent physically possible, repair damage to lands abutting trails resulting from use of the trails or from the failure of users of the trail to stay within the trail boundaries;

(f) install signage approved by the CCNHA that clearly designates trail areas and discourages users from wandering off trails;

(g) post explanatory signage emphasizing the scientific research done at CCNHA and the potential impact of any interference with that research as well as the cooperative nature of this MOU. CCNHA shall provide the City with the design and text for explanatory signage that the City will at its expense prepare, erect at locations approved by CCNHA, and maintain along trails and in the Park Area to enhance the public's understanding and appreciation of the Natural History Area. The City shall have the right to approve the design of explanatory signage for which it bears the costs, which approval shall not be unreasonably withheld or delayed.

All signage contemplated by this MOU must be fastened to posts or poles, but not living trees.

6. Fencing; Boundary Signs. Within three years the City will install fencing of a design acceptable to CCNHA demarcating the boundary between the Park Area and the remainder of the Natural History Area. The fencing will allow for appropriate access to those portions of the

trail system and the lake access designated under paragraphs 2 and 3, above, which are located on Natural History Area land outside of the Park Area. The City shall at its expense post with appropriate signage all borders between the parts of the Natural History Area that have not been opened to the public under the terms of this MOU and the trails, lake access and Park Area that are open to the public.

7. Enforcement of Rules. The joint advisory committee shall develop rules applicable to public use of the trail system, lake access and Park Area and submit its recommendation to CCNHA for final approval. CCNHA shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require CCNHA to approve any recommendation that in its professional judgment would negatively impact CCNHA's ability to perform its scientific ecological research and habitat conservation mission. The City shall monitor the trails at reasonable intervals and take such other steps consistent with good public trail management practices in the State of Minnesota as are reasonable to encourage public visitors to stay on the marked trails, and to prevent damage or vandalism to CCNHA lands, habitats, and property at the Natural History Center. The City shall encourage City staff, agents, and contractors to actively promote the observance of trail rules. The City shall also enforce rules in the Park Area.

8. Motorized Uses Prohibited. The City will perpetually support and actively enforce CCNHA's prohibition of public motorized traffic on trails in the Natural History Area, in the Park Area, along the horseback riding trails created on the right-of-way as described in paragraph 3, on Fish Lake, and on the portion of East Bethel Boulevard transferred from the City to CCNHA. Motorized vehicles that are banned include, but are not limited to, motorcycles, motorbikes, dirt bikes, four wheelers, three wheelers, cars, trucks, snowmobiles, boats, and any other motorized means of travel except those motorized vehicles whose primary purpose is the transport of those persons who have physical limitations, (motorized wheel chairs). All motorized travel is prohibited except travel by CCNHA, by law enforcement, fire, maintenance, and emergency personnel of the City, its agents and contractors or any other law enforcement, emergency, or fire service agency and by those others designated by CCNHA.

9. Designation of Fish Lake as a Wildlife Lake. The City will continue to actively support the University's request for designation of Fish Lake as a wildlife lake with the DNR.

10. Construction, Maintenance of Fire Well. CCNHA will construct a fire well in a feasible, mutually agreeable location within three years. Access to such fire well shall be available to both parties for prescribed burnings or in the event of an emergency. The City will actively support any and all efforts of CCNHA to acquire funding for the construction of such well. The City shall maintain the fire well and each party shall bear one-half of the maintenance costs.

11. Provision of Additional Parking for Cedar Creek Access. CCNHA will work with Isanti County and Athens Township to provide an area to be designated as parking for the purpose of providing access to canoeing and kayaking down Cedar Creek. City and Athens Township have agreed to fund the construction of the parking area, and City understands that Athens Township will pay one-half of the costs. The land shall, regardless of such use, at all times be property of the University and a part of the Natural History Area.

12. Trail Improvements. The design and location of any trail improvements installed by the City are subject to approval by the University. All improvements on the trails shall be designed with a natural appearance to minimize their visual impact on the natural setting and shall be limited to unobtrusive items such as trash receptacles, picnic tables and benches. For any approved improvements, or other activity by the City pursuant to this MOU (e.g., grading), as appropriate, the City shall submit an application to the University Building Code Division for building or other necessary permit/s, and shall complete the work in accordance with the University's construction standards.
13. Joint Advisory Committee. CCNHA and the City will form a joint advisory committee to oversee the orderly implementation of this MOU, provide advice regarding planning issues related to trail designation, trail improvements, and Park Area improvements, develop rules for trail and Park Area use, and provide advice regarding the resolution of problems that may arise in implementing this MOU, it being the intention of the parties to arrive at mutually satisfactory solutions to problems and to encourage support within the University and City for the project. The committee will consist of three members designated by CCNHA and three members designated by the City. Unless otherwise agreed, each party shall appoint its members for three year terms, but in order to assure continuity the first three members appointed by each party shall have of one-year, two-years and three-years, respectively. The University and the City each reserves the right to reappoint or terminate the appointments of those committee members it appoints. The committee shall select its own chair, adopt rules of order and establish a meeting schedule.
14. Consultation Regarding Other Areas. CCNHA agrees to assist the City in evaluating natural areas within the City and outside the boundaries of the Natural History Area that may be deserving of protection or important to the well-being of rare species.
15. Indemnification. To the extent permitted by law, City agrees to defend with counsel reasonably acceptable to University, indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) that may be imposed upon or incurred or paid by or asserted against University by reason of or in connection with any loss of life, personal injury, or loss or damage to property and resulting from City's use of the Natural History Area, the negligent or wrongful acts of City's employees, agents, contractors, permitted users, or invitees, or City's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this MOU. To the extent permitted by law, University agrees to defend, indemnify, and hold harmless City from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) that may be imposed upon or incurred or paid by or asserted against City by reason of or in connection with any loss of life, personal injury, or loss or damage to property at the Natural History Area to the extent caused by any negligent act or omission of University, its agents, contractors, or employees.
16. Insurance. At all times during the term of this MOU, City shall obtain and keep in force

comprehensive general liability insurance, including coverage for bodily and personal injury, and property damage with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence. In addition, City shall obtain and keep in force motor vehicle liability insurance in an amount not less than \$1,000,000 combined single limit. Each policy shall be issued by companies reasonably acceptable to University, naming the Regents of the University of Minnesota as an additional insured, and such insurance companies shall endeavor to notify University in writing at least thirty (30) days before canceling any such policy. City shall provide certificates evidencing that it has obtained the coverage required above to the University prior to commencement of this MOU. City shall also provide certificates each time it renews a policy and upon request from University. City shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such insurance upon request.

17. Default. In addition to its other legal and equitable remedies, University may terminate this MOU upon default of the City in the performance of its obligations if such defaults are not cured within sixty (60) days of written notice from University to City. If any default cannot be cured within sixty (60) days, City shall have such longer period as may be reasonably required so long as City promptly commences and diligently pursues to completion the curing of the default. Before University terminates this MOU, or either party commences an action against the other with respect to this MOU, the parties shall first attempt to mediate the dispute. Initially, the Director of CCNHA and the City Administrator/Manager of East Bethel will meet to discuss and attempt to resolve the matter. If they cannot resolve the matter, either party may submit the matter for non-binding mediation. The mediator will be selected by mutual agreement of the parties and the costs will be equally divided between them. If the parties cannot agree on a mediator, the Chief Judge of Minnesota District Court, Tenth Judicial District shall be asked to designate the mediator. Neither party shall be permitted to commence any form of litigation seeking to enforce the terms of this MOU unless and until the mediator has certified that the parties, after the mediation of the dispute, have been unable to resolve the dispute or the other party has refused or failed, for a period of at least thirty (30) days after the other party gave notice that it desires to submit a matter to mediation, to participate in the naming of a mediator or to participate in the mediation.

18. Notices. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University:

Cedar Creek Natural History Area  
Attention: Director  
2660 Fawn Lake Drive N.E.  
Bethel, Minnesota 55005  
Facsimile No. (763) 434-7361

And

Real Estate Office  
424 Donhowe Building  
319-15<sup>th</sup> Avenue SE  
Minneapolis, MN 55455  
Facsimile No.: (612) 624-6345  
Email Address: reo@umn.edu

With a copy of any  
notices of default to:

University of Minnesota  
Office of the General Counsel  
Attn: Transactional Law Services  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
Facsimile No.: (612) 626-9624

If to the City:

City of East Bethel  
Attention: City Administrator  
2241 221st Avenue N.E.  
East Bethel, Minnesota 55011  
Facsimile No.: (763) 434-9578

19. Amendments. This MOU shall be amended only in a writing duly executed by all the parties to this MOU. Where this MOU allocates a right or responsibility to "University" or to "CCNHA" University shall have the right without amending this MOU and without consent from City to reallocate such right or responsibility as it sees fit and the City acknowledges that this is an internal University matter.

20. Relationship of the Parties. It is not the intent of this MOU to create the relationship of partners, joint ventures or an association among any of the parties, and neither party is authorized to act as the agent of the other.

21. Use of Name or Word Marks. Neither party shall use the name, trademark, trade name or other designation of the other party in any advertising, publicity or other promotional activity without the prior express written permission of that party.

22. Governing Law. The laws of the state of Minnesota shall govern the validity, construction, and enforceability of this MOU, without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, University and City have executed this MOU on the day and year first above written.

Regents of the University of Minnesota

City of East Bethel

By: 

By: 

Name: Susan Carlson Weinberg

Name: Douglas Sell

Title: Director, Real Estate Office

Title: City Administrator

**MEMORANDUM OF UNDERSTANDING**

**(ROADS and PARK)**

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this 17<sup>th</sup> day of March,     , by and between the Regents of the University of Minnesota ("University") through its Cedar Creek Natural History Area ("CCNHA") and the City of East Bethel (hereinafter, "City").

**WHEREAS**, University owns a significant tract of land lying in the City known as the Cedar Creek Natural History Area ("Natural History Area") which operates under the management of CCNHA; and

**WHEREAS**, the City controls and maintains certain public roadways within the Natural History Area consisting of the Lynn Terrace cul-de-sac and that portion of East Bethel Boulevard North of 229<sup>th</sup> Street to Fawn Lake Drive, and

**WHEREAS**, the City desires public roadway connections near the eastern border of the Natural History Area, and

**WHEREAS**, the City desires to establish a park that is compatible with and near to the Natural History Area; and

**WHEREAS**, CCNHA desires that the Natural History Area be less disturbed and fragmented by full-scale roads, and

**WHEREAS**, University is willing to grant City a permanent public roadway easement along the eastern border of the Natural History Area in exchange for the vacation of Lynn Terrace cul-de-sac and that portion of East Bethel Blvd. lying north of 229<sup>th</sup> to Fawn Lake Drive on terms and conditions set forth below; and

**WHEREAS**, University is willing to designate an area in the City and adjacent to the Natural History Area for public park purposes.

**NOW THEREFORE**, the parties agree as follows:

1. Grant of Road Easement by University. University intends to grant to the City a permanent easement along the easterly boundary of the Natural History Area for public roadway right-of-way purposes consisting of (a) a strip of land 33 feet in width extending from 229<sup>th</sup> Street to the current end of Durant Street, a distance of approximately 3/4 of a mile; (b) approximately 3/4 of one acre of land at the northern end of the current end of Durant Street extending from the increased right of way described above, eastward and shaped so as to allow for a 600' radius curve from a point east of the end of the current Durant Street and extending to approximately the eastern boundary of the Natural History Area; (c) an 80 foot right-of-way extending from the northern

edge of the Park Area described in paragraph 4, below, and continuing along the eastern boundary of the Natural History Area along with additional land to sufficient to create appropriate curvatures to allow for the public safety in conformity with MSA standards (such as are illustrated in the map attached as Exhibit A-1); and (d) an additional seven feet of right-of-way along existing Hupp Street south from Fawn Lake Drive to the intersection of 239<sup>th</sup> Ave. The areas described in clauses (a) – (d) are sometimes collectively referred to hereafter as the “Easement Area.” The location of the properties comprising the Easement Area is depicted in Exhibit A-2.

2. Grant of Land and Vacation of Easements by City. The City intends to take all necessary steps to vacate and convey to University by deed or other appropriate instrument marketable title free and clear of all encumbrances to the Lynn Terrace cul-de-sac and all parts of East Bethel Boulevard from 229<sup>th</sup> Street north to Fawn Lake Drive, an area totaling approximately 13.6 acres, which is depicted in the map attached hereto as Exhibit B. The area to be vacated or conveyed by the City is sometimes referred to hereafter as the “Vacated Road.”
3. Fencing. The City will install within three (3) years of the date hereof, and thereafter maintain, repair and replace a fence made of materials reasonably acceptable to CCNHA to demark the boundary between the Easement Area and the remainder of the Natural History Area.
4. Designation of Park Area. University and City shall identify an area of approximately 1.25 acres in size in the southeast corner of the Natural History Area near 235th Lane (the “Park Area”) for use by the City as a public park, subject to the provisions set forth below. A sufficient amount of land shall be included in the Park Area so that the aggregate number of square feet in the Easement Area and Park Area equals the number of square feet in the Vacated Road. The Park Area shall be maintained by the City and used as a natural area consistent with the remainder of the Natural History Area. The purpose of the Park Area is to provide a means of allowing the community to learn about and appreciate the ecology of the Natural History Area, the research being conducted by the University in the Natural History Area, and the mission of the CCNHA. The Park Area is not intended to be a place for active recreation, organized sports, and other activities of the sort that might be found in more traditional “city parks.” Buildings and structures in the Park Area, including roofs, chimneys, and antennas, shall be limited to twenty-two (22) feet in height and shall be designed and constructed to be not normally visible from Fish Lake in the growing season. Disposal of sewage from the future construction of permanent bathrooms in the Park Area will be done in such manner as to minimize any adverse impact on Fish Lake and its wetlands. If at some future date City water and sewer is available to areas adjacent to the Park Area the City at its expense will connect the bathrooms in the Park Area to the City sewer and water systems within a reasonable period of time. City acknowledges that its ability to construct buildings in the Park Area may be subject to the provisions of Minn.Stat. Section 137.02, Subd. 3a which requires that the University secure legislative advisory recommendations prior to construction of buildings on University land. University agrees that it will take all appropriate steps to secure such approvals for buildings meeting the requirements of this MOU and the City agrees that it will follow such legislative recommendations unless the University and City otherwise agree.
5. Preservation of Character of Natural History Area. To preserve the present character of the

Natural History Area, the City agrees to the following additional restrictions: (a) any road development in the Easement Area and any development in the Park Area shall be done in a such manner as to minimize any adverse impact on Fish Lake and its wetlands; (b) roadsides in the Easement Area and land in the Park Area will be managed to preserve or enhance native vegetation and non-native exotic species will not be deliberately planted; (c) any lighting installed in the Easement Area and Park Area will minimally impact night-time skies; (d) the City will post any roads constructed in the Easement Area with "no parking" signage; and (e) the City will not construct parking facilities designed specifically for horse trailers in the Easement Area, the Park Area or within one mile of the Natural History Area. The foregoing restrictions shall be included in the easement agreement and any park dedication document delivered by University to the City.

6. Horseback Riding. For a period of ten (10) years after conveyance of the right-of-way easement to the City, and thereafter with CCNHA's consent, the City shall be permitted to maintain a trail for horseback riding within the right-of-way by persons having permits issued by the City. CCNHA shall have the right to set reasonable limits as to the number of riders on trails at any one time, provided that such limits shall allow for at least ten (10) riders to be on the trail at any one time.

7. Access Road. Within three (3) years of the completion of the street vacation and easement transactions described in this MOU, the City shall construct an access road at least ten (10) feet wide or have constructed a road from the current north end of Durant Street south of Fish Lake to the southern end of the wetland in the subdivision known as the Meadows of Fish Lake.

8. Delivery of Documents. The City will prepare and deliver to University within sixty (60) days of the effective date of this MOU an ALTA survey, certified to both the City and University, depicting and legally describing the Easement Area, the Vacated Road and the Park Area and a title commitment for the Vacated Road showing the status of title. The cost of the survey and commitment will be paid by the City. Within thirty (30) days after the survey is delivered to University, University shall notify the City of any corrections or proposed changes. The University will prepare and deliver to the City a proposed form of right of way easement and a proposed permanent easement, deed, declaration or other form sufficient to provide the City with permanent rights to the Park Area for so long as it is used for public park purposes as contemplated by this MOU within sixty (60) days after the effective date of this MOU. Within thirty (30) days after the forms are delivered to the City, the City will provide its comments to University.

9. Notices. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: Cedar Creek Natural History Area  
Attention: Director  
2660 Fawn Lake Drive N.E.  
Bethel, Minnesota 55005  
Facsimile No. (763) 434-7361

With copy to: Real Estate Office  
424 Donhowe Building  
319-15<sup>th</sup> Avenue SE  
Minneapolis, MN 55455  
Facsimile No.: (612) 624-6345  
Email: reo@umn.edu

With a copy of any notices of default to: University of Minnesota  
Office of the General Counsel  
Attn: Transactional Law Services  
360 McNamara Alumni Center 200 Oak Street SE  
Minneapolis, MN 55455-2006  
Facsimile No.: (612) 626-9624

If to the City: City of East Bethel  
Attention: City Administrator  
2241 221st Avenue N.E.  
East Bethel, Minnesota 55011  
Facsimile No.: (763) 434-9578

10. Amendments. This MOU shall be amended only in a writing duly executed by all the parties to this MOU. Where this MOU allocates a right or responsibility to "University" or to "CCNHA" University shall have the right without amending this MOU and without consent from City to reallocate such right or responsibility as it sees fit and the City acknowledges that this is an internal University matter.

11. Relationship of the Parties. It is not the intent of this MOU to create the relationship of partners, joint ventures or an association among any of the parties, and neither party is authorized to act as the agent of the other.

12. Governing Law. The laws of the state of Minnesota shall govern the validity, construction, and enforceability of this MOU, without giving effect to its conflict of laws principles.

13. Non-Binding Agreement. This MOU is intended to set forth the preliminary agreements of the parties on some of the material issues involved in relocating the roads now crossing the Natural History Area and the creation of a public park and provide a basis for taking further steps toward accomplishing the goals set out in the recitals above. The MOU contemplates that other

issues will need to be resolved and that further documents in mutually acceptable form (including the right-of-way easement and park documents to be delivered to the City and deed or other appropriate instrument to be delivered to University) and public proceedings (including statutory proceedings for the vacation of streets) are required to fully implement the MOU. Neither party intends to be bound unless and until definitive agreements have been negotiated and executed by both parties. Between the effective date of this MOU and the date which is ninety (90) days after the effective date (the "Review Period"), the parties shall take good faith steps to determine whether the objectives of this MOU can be achieved, including reviewing title, procuring surveys, conducting inspections and soils investigations regarding the Vacated Road, the Easement Area and the Park Area and exchanging draft easement, dedication and conveyance documents. The parties shall cooperate with each other in facilitating inspections, investigations and surveys. The City will obtain a permit from the University for the investigation of soils and survey work to be completed on University property. Unless otherwise provided above, each party shall bear the expense of any such work ordered by it. In the event the parties cannot agree upon the terms of the final conveyance instruments, agree upon the legal description of the Easement Area, Vacated Road or Park Area, satisfy the requirements of the other party as to title, complete the steps necessary to vacate public streets, or obtain any required City Council or Board of Regents approvals, or in the event either party determines in its sole discretion that it is not in its interest to consummate the transactions contemplated by this MOU, then either party may terminate this MOU by giving written notice to the other within ten (10) days after the expiration of the Review Period and this MOU shall thereupon be null and void and neither party shall have any liability to the other. If this MOU is not terminated, then the parties will proceed to closing. Subject to timely completion of the due diligence activities contemplated by this MOU, it is anticipated that closing of the transaction contemplated by this MOU shall take place at the Coon Rapids, Minnesota offices of Universal Title or at another place acceptable to the parties within thirty (30) days after the expiration of the Review Period. The parties shall each be responsible for their own legal fees and the cost of any title insurance obtained by such party. The City shall pay the cost of recording the easement for the Easement Area and any documents required to establish marketable title to the Vacated Road. University shall pay the cost of recording the deed(s) or other appropriate instrument(s) conveying title to the Vacated Road. If the closing is conducted by a title company, each party shall be responsible for one-half of the company's charges.

IN WITNESS WHEREOF, University and City have executed this MOU on the day and year first above written.

Regents of the University of Minnesota

City of East Bethel

By: *Susan Carlson Weinberg*

By: *Douglas Sell*

Name: Susan Carlson Weinberg

Name: Douglas Sell

Title: Director, Real Estate Office

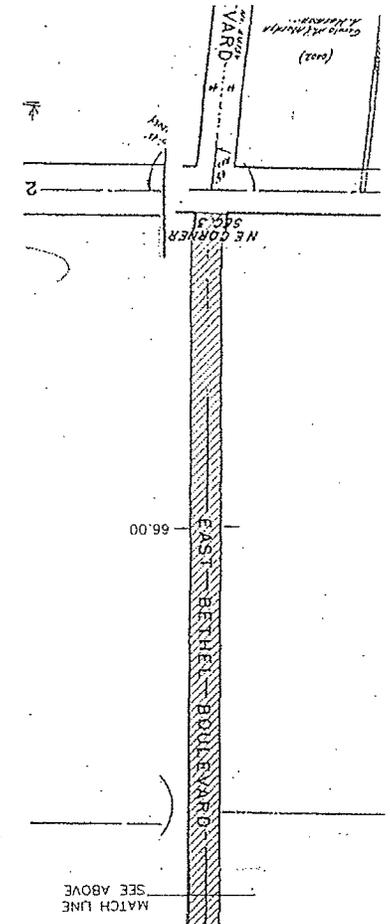
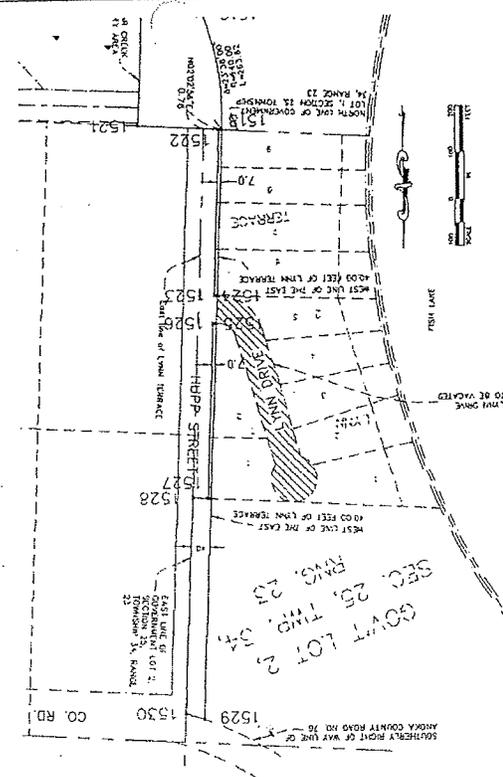
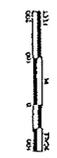
Title: City Administrator



Exhibit B Vacated Easements  
City of East Bethel

18 113

LEGEND  
 ROAD TO BE VACATED



Proposed Vacated Easements in Law Date  
 The City of East Bethel, Minnesota, County, Minnesota, hereby vacates  
 the easements shown on this plat.

Transfer Vacated Easements of East Bethel, Minnesota  
 That part of East Bethel, Minnesota, County, Minnesota, hereby vacates  
 the easements shown on this plat and hereby certifies that the same are  
 now vacant.

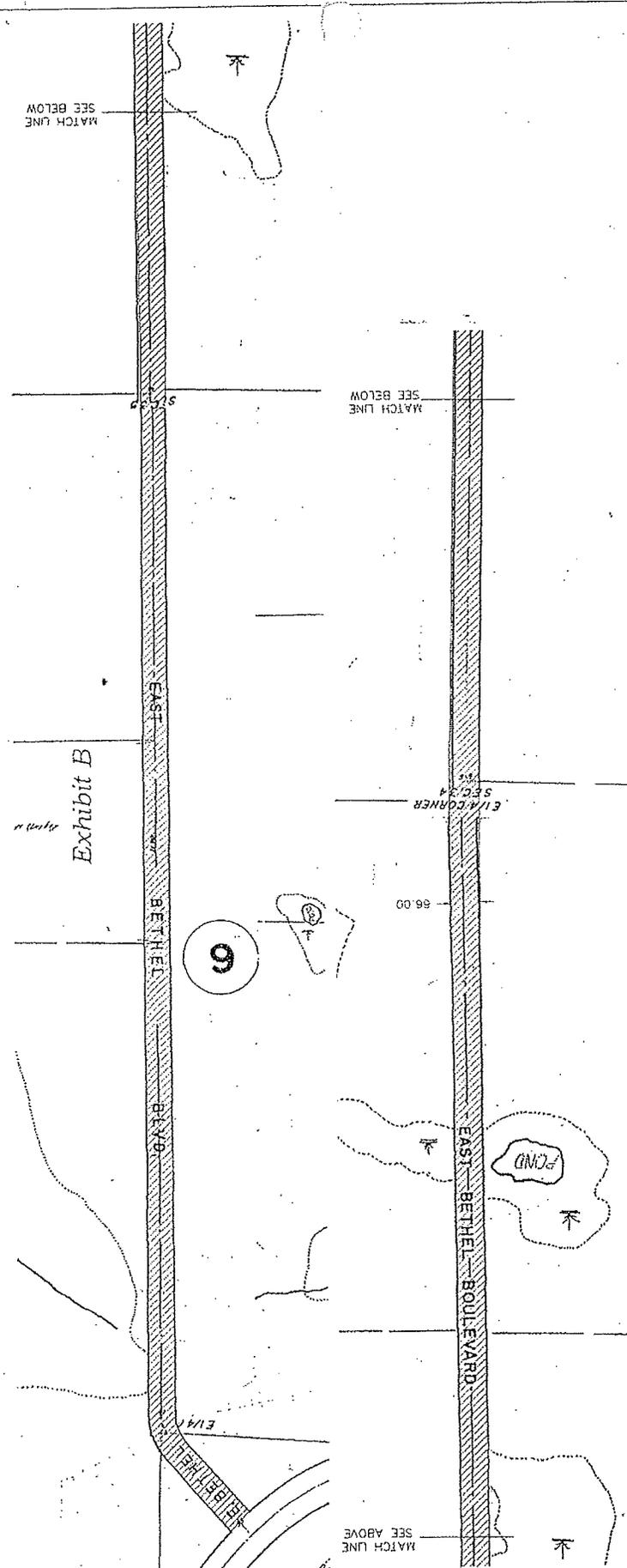


Exhibit B

MATCH LINE  
SEE BELOW

MATCH LINE  
SEE BELOW

MATCH LINE  
SEE ABOVE

MATCH LINE  
SEE ABOVE

**Consolidated Street Vacation Descriptions for  
East Bethel Boulevard and Lynn Drive  
contained on Exhibits A-1, A-2, and B**

The East 33.00 feet of Section 34, Township 34, Range 23, Anoka County, Minnesota, lying north of the south 50.00 feet thereof.

AND

The West 33.00 feet of Section 35, Township 34, Range 23, Anoka County, Minnesota, lying north of the south 50.00 feet thereof.

AND

That part of Section 26, Township 34, Range 23, Anoka County, Minnesota lying within 33.00 feet of the existing centerline of East Bethel Boulevard.

AND

That part of Section 27, Township 34, Range 23, Anoka County, Minnesota, lying within 33.00 feet of the existing centerline of East Bethel Boulevard and also lying southerly of the southerly right-of-way line of Fawn Lake Drive.

AND

That part of Lynn Drive, LYNN TERRACE, Anoka County, Minnesota, lying west of the east 40.00 feet of said LYNN TERRACE.

# CEDAR CREEK NATURAL HISTORY AREA

Historical documentation from 2002 – present

**10/9/2002**

## **ITEM NO. 3 – CEDAR CREEK NATURAL HISTORY AREA/Bill Boyer/Brad Memo**

Boyer explained that the University of Minnesota would be allowing trails within the Cedar Creek Natural History Center. The proposed trail parking will be located on the corners of East Bethel Boulevard and 229<sup>th</sup> and 231<sup>st</sup> and Durant Street. Current trails within the nature center encircle the marsh area and are basically fire trails. Boyer is led to believe that the University is more interested in seeding acreage for research. Trails from East Bethel Boulevard and Durant Street will be cross-country and hiking trails. The University would maintain the staged trails while Anoka County would groom the cross-country ski trails. Dowd said that this would also be a good project for the Eagle Scouts. Allen agreed in that the Scouts are always looking for projects. The City, Anoka County and the DNR have met for preliminary discussions. They will prepare and organize the information before negotiations commence with the University. It was learned that the Legislature is becoming forceful with Greenway because of the large area of pristine land within the City. Allen believes that it is not a matter of if but when it will happen. East Bethel Boulevard would be closed and gated and would no longer be a thruway, while one end and the resident managers driveway would become parking lots.

Boyer referred to the proposed 1.2 miles of trail system on the map. They have agreed to take on the maintenance of this thru the Joint Powers Agreement. Dowd questioned at what cost. Boyer said about one week of time from one of LeTourneau's employees. Anoka County will be doing the clearing for and construction of the observation decks out of MSA funds. The spreading of class 5 is all that is being done at this time and nothing will be open before late spring or early summer 2003. There are some funding problems but they are working on them. Harvey questioned the clearing had begun. Boyer noted that partial clearing has been started as of this date. Dowd noted that these trails would not be handicap accessible and that it was learned that higher management stated that they could not accommodate everyone. Dowd questioned the legality of this. Allen noted that if this were a nature issue wouldn't asphalt take away from the aesthetics of this. Dowd noted that there are some recycled materials that would be able to assist wheelchairs. Boyer said the class 5 being used is free at this point except for

hauling. Boyer conveyed information that McKnight or Anoka County has no interest in making this an asphalt trail. They feel that dirt bikes, ATV's, etc. using the trails would disturb the cranes. Boyer has come in towards the end of this process and stated that PCA funds are available which according to the law; the funds are to be used within communities that are affected by the landfill sites. The questioned was posed if the DNR could write off the cost of conservation police officers that are assigned to this area. The funds have been transferred from PCA to the DNR; however, the DNR has not set up any application to distribute the funds. This will be the first project coming before the DNR to use these funds. John Vanderline and Boyer are meeting with the DNR to try and jumpstart the project. Dowd still questions handicap accessibility to the trails. Boyer said that similar facilities only have to be available within the county. He also noted that this has already been negotiated in the joint powers agreement and the City has agreed to maintain the 1.2 miles of trail. Allen questioned what maintenance would be required on the trails. Boyer referred to LeTourneau as being very knowledgeable with regard to this.

2/12/2003

**ITEM NO. 4 – OTHER ISSUES**

• **SANDHILL CRANE NATURAL HISTORY AREA**

Park Committee comments:

1. No progress is being made on the trails. Boyer reviewed past information to discover - this began in 1995 and there has always been disputes about the trail system.
2. Goals of SCNA are:
  - Set up the joint powers agreement.
  - Protecting and preserving natural resources.
  - Establishing the trail system.
3. ATVs and snowmobiles are driving through all the time. They can't ban them on Forest land.
4. Jefferson was under assumption trails were going to go in this spring.
5. City is responsible for the Trail Heads according to join powers agreement.
6. Expect transfer of 5 acres that directly abuts SCNH. It will be used as parking lot.
7. Maps of the trails have been done.
8. SCNA has scheduled a meeting with the Citizens Advisory Committee to discuss recent developments.
9. City is responsible to do trail heads.

• **BOYER HASN'T HEARD ANYTHING FROM RANDALL ABOUT LIABILITY ISSUES ON THE CANOE PROPOSAL OR ROPING OFF SWIMMING AREA.**

• **BOYER HASN'T HEARD FROM VOLUNTEERS OF AMERICA ABOUT THE PROPERTY ACQUISITION REQUEST.**

A major benefit of this acquisition would be the ability to irrigate the ball field by Coon Lake Beach.

Roden was notified about the status.

• **BOYER MET WITH CLARENCE LEHMAN TO DISCUSS THE FISHING PIER. THE MEETING PROMPTED DISCUSSION ABOUT OPENING CCNHA TO PUBLIC USE-attachment from Boyer.**

Park Committee comments:

1. Color coded maps, with different concepts/proposals were looked at by the committee.
2. What does the committee want to gain? Scenic and natural trails. Would eliminate the junk problems of East Bethel Blvd.
3. Obtain more horse trail. CCNHA has issues about the invasiveness of horses. Grants from the horse council could possibly be obtained to help with horse trails. Horse items would need to be in writing.
4. The Ecological research being done at the History Center is world renown.
5. All types of visas are accessible with the opening of CCNHA, tamarack, upland forest. A fascinating type of wetland, type known as "poor fen" is also located in this area.

6. Committee looked at aerial maps of the site. Roughly looking at 320 and 160 acres. This could turn into 8 miles of walking trails. Can we possibly tour the area in the spring?
7. This type of offering is an unprecedented move by CCNH.
8. Tremendous opportunity for the City, just by closing East Bethel Blvd to vehicle traffic.
9. General consensus committee thinks it is a good idea.

**MOTION: Motion was made by Jefferson to create a sub-committee consisting of Allen and Boyer to put a proposal together, and meet with Lehman to move forward with this. Slater seconded the motion. All in favor, motion carried**

- **BOYER IS STILL LOOKING FOR INPUT ON PARKS TOUR.**

Jefferson stated her input is basically the same as Harvey's.

- **LOCAL ARTIST GLEN TERRY SUBMITS A DESIGN FOR SIGNAGE.**

Terry is a P & Z member. LeTourneau would like the committee to make a recommendation to council using this design as City signage. Boyer believes the Council may have already approved and appropriated funds for a monument style sign.

**MOTION: Motion was made by Jefferson recommending the City Council to accept the design as drafted for signage. Snider seconded the motion. All in favor, motion carried**

**3/3/2003**

**ITEM NO. 4 – CEDAR CREEK HISTORY UPDATE – ALLEN & BOYER. AN EMAIL FROM CLARENCE LEHMAN (*attached*) WAS DISTRIBUTED TO COMMITTEE MEMBERS.**

Allen and Boyer are pleased with the progress. It is far more than originally envisioned.

The plans consist of:

- 12 miles of hiking trails
- 2.25 miles of cross country ski trails.
- Horse trail is still undecided. Allen and Boyer suggested mowing a path around inside of perimeter. There is a possibility of a trail going through an oak savanna.
- 7acre park – the location of fishing pier would be changed if we acquire this park.
- CCH wants the area to be kept pristine and natural. Fishing pier and picnic area will be blended into the natural area.
- CCH also encouraged canoeing the Cedar Creek, starting in Athens Township.
- CCH are scheduling public guided tours.
- Fire Dept. will maintain fire roads.

Allen and Boyer will meet again with Lehman in a week or so. Projected timetable is at least 2 months. Lehman has to move through the proper process, as do we.

Public hearings will have to be held to vacate the property.

**4/9/2003**

**ITEM NO. 3 - CEDAR CREEK HISTORY UPDATE/ Boyer & Allen**

- Boyer passed around a topographical map of Cedar Creek.
- Boyer **Attachment 3** is the proposed agreement. Between CCNHA and the City of East Bethel.
  1. The only remaining issue is the horse issue. Boyer e-mailed him prior to this meeting but he hasn't hear from Clarence yet.
  2. Allen wondered if CCNHA could ever take the trails away. Boyer said they can move the trail but they can't change the length.
  3. Boyer also wanted to point out that this is the City of East Bethel's side, there is going to be another 8 miles of trails in Athens township.
  4. LeTourneau considers this the most important event for East Bethel parks in the last 75 years. Opening this property for public use is such an opportunity for us. It's definitely a win/win situation. This could be considered for a "Cooperation in Parks Award".
  5. CCNHA will be giving educational tours. The committee wanted to know where this information is posted. Letourneau recommends a link be created between our web site and CCNHA's site.
  6. Placement of fishing pier was discussed.
  7. If this exchange takes place an interagency committee will be established.
  8. The University doesn't have the funding to maintain the infrastructure that will not be deeded to us. This isn't going to be a burden on park funding.

**MOTION: Motion was made by Harvey recommending the approval of the proposed agreement between Cedar Creek Natural History Area and the City of East Bethel and to provide a link between the two web sites. Jefferson seconded the motion. All in favor, motion carried.**

**Attachment to 4/9/2003, Item 4 follows**

April 06, 2003

Proposed Agreement between CCNHA and the City of East Bethel

CCNHA agrees to open for public access three types of trails as designated on the attached maps.

CCNHA agrees to transfer the areas designated on the attached maps to the City's parks department.

City of EB agrees to transfer ownership of East Bethel Blvd. north of 229th Ave. to Fawn Lake Dr. to CCNHA.

CCNHA agrees to transfer to the City ownership of an 80' strip of land from the north end of Durant St. along CCNHA's Eastern Boundary to Hupp Rd.

City of EB agrees to transfer ownership of the easement in Lynn Terrace to CCNHA.

CCNHA agrees to support the City's application for grant funds from the MN DNR to construct an earthen berm type of fishing pier on Fish Lake.

City of EB will never allow motorized traffic on Fish Lake or in any part of CCNHA.

City of EB will be responsible for all road construction costs ( Durant to Hupp).

City of EB will be responsible for all maintenance of trails, trailheads, signage, portable restrooms, garbage removal, weekly removal of horse manure during the growing season, and the closing of EB Blvd.

All land transfers between the parties will be structured so that there is no net loss of land to either party.

All improvements, i.e. trash receptacles, structures, benches, etc., will be designed to minimize their impact on the natural setting.

City of EB assumes all responsibility for policing those areas seeded to the parks dept. under this agreement.

CCNHA agrees to conduct monthly tours May-Oct. of those areas not open to the public under this agreement.

CCNHA agrees to provide verbiage for explanatory signage to enhance the public's appreciation of CCNHA.

CCNHA agrees to actively seek funding from the DNR for the purpose of constructing a fire well on the NW corner of EB Blvd. and 229th Ave.

CCNHA may change access to trails if problems occur but not significantly alter the amount of trails open to the public.

CCNHA and the City of EB will set up a committee jointly to deal with any problems which may arise.

City of EB will at its expense post all borders between CCNHA land and the areas within CCNHA transferred under this agreement to the City with appropriate signage.

City of EB will cut a firebreak around the boundary of 229th west to Durant, north to Hupp Rd., west to EB Blvd., to be designated by CCNHA.

**1/14/2004**

**Cedar Creek Natural History Area Update, Bill Boyer**

Boyer informed the Committee that a tentative agreement has been reached with Cedar Creek Natural History Area. There would be seven miles of walking trails, twelve miles of cross country ski trails, and horseback riding in two locations; one being for East Bethel horse owners, the other a guided ride once a month. There would possibly be canoeing on Fish Lake, and a small dock structure could be built.

**3/10/2004**

**Cedar Creek Draft Agreement, Bill Boyer**

Boyer noted a change from the agreement the committee received in February. The University of Minnesota will grant a permanent ROW on their land along Durant St. that can be used for horse riding. Non-motorized uses only. They will also keep East Bethel Blvd. open for horseback riding for a period of 10 years. No action was taken on the proposed Cedar Creek Natural History Area agreement.

**MOU for "Recreational Trails" was signed on 3/17/2004.**

**Separate agreement MOU for "(ROADS and PARK)" was signed on 3/17 but no year is documented. Handwritten sections of document appear to indicate it was signed on the same day: 3/17/2004.**

**City of East Bethel Park Committee  
Special Meeting  
March 24, 2004**

The East Bethel Park Committee held a Special Meeting March 24, 2004 at 6:30 p.m. at East Bethel City Hall. Boyer called the meeting to order.

**Present:** Bill Boyer Laurie Slater Bob Dowd  
Bonnie Harvey Scott Snider Sherry Allenspach

**Not Present:** Sue Jefferson

**Also Present:** Douglas Sell, City Administrator  
Terry Allen, Park and Recreation Coordinator  
Kara Dahl, Park Committee Secretary

**Cedar Creek Natural History Area Agreement, Bill Boyer**

Boyer updated the committee on the agreement that has been reached between East Bethel and Cedar Creek Natural History Area. He indicated on maps of the area where ski trails and horse/walking trails would be implemented. This project has been in the works for about two years, and it is a great accomplishment to have arrived at the current agreement. Some verbiage changes will need to be made, and there are a couple issues that need to be looked into, but overall the agreement is very positive.

Some points noted regarding the agreement are as follows; Trails can be adjusted, but the *amount* of trails cannot be altered; the city will be responsible for maintenance of the trails; horse riding permits will be issued to any registered horse owner in East Bethel; Cedar Creek will be conducting monthly tours in areas that are not open to the public; a fire well will be constructed that will be available for use by either party; walking trails around Fish Lake will have five rest places consisting of woodchip areas with picnic tables and possible benches.

***Motion: Harvey made a motion to recommend council approval of the agreement between the City of East Bethel and Cedar Creek Natural History Area, subject to review and the approval of changes by the City Attorney. Allenspach seconded. All in favor; motion carries.***

**John Anderson Park DNR Grant Public Hearing**

Boyer called the Public Hearing to order at 7:04 p.m. There being no public present, a motion was made to close the Public Hearing.

***Motion: Allenspach made a motion to adjourn the Public Hearing. Snider seconded. All in favor; motion carries.***

5/11/2005

CCNHA Allen stated we are ready to start construction and trail building in the Cedar Creek Natural History Area, but after having the needed engineering and attorney work done on the site we need additional funds. We have about \$6,000 left out of \$20,000 allocated and will need \$21,000 to \$25,000 to complete Phase I. He stated he had flagged Phase I today. He stated he had broken down this Project into three phases for manageability, 3 terrains – eco systems – wooded – swamp – combination wooded/prairie:

PHASE I: A combination of prairie and wooded area; the trail on the east side runs with the lake down ¼ mi to Durant going south on to east/west border, runs along east border ¼ mi. and jogs back north and west. This is prairie and a combination of restoration and oak savannah at new stages. This will be the best visual area and the only access to the trails. This will have road, parking lot and pavilion.

PHASE II: Goes west along the east side of lake crosses over Fawn Lake Drive up along parallel north on Durant. There are 2 islands on north, will bridge these and start south which is oak forest, across Fawn Lake Blvd to northwest side of Fish Lake and savannah oak area, go around Pioneer Cemetery to northwest side of lake.

PHASE III: Follows western side of Fish Lake where the horse trail will go along East Bethel Blvd.; zig zag thru forest and prairie and come out north of East Bethel Blvd. on Fawn Lake Drive then down across swamp and back to west side of lake. Follows natural trail along south side of lake.

Harvey questioned how Parks could allocate monies for trails not knowing what is available. She stated that in the July 14, 2004 Parks Committee Minutes Sell had stated there was about

\$68,000 in trails. Allen stated we had no comprehensive trail plan. Harvey noted that in the July 14, 2004 Minutes Sell had asked the City Engineer to put something together for a comprehensive trail plan. She stated we were looking for direction on connecting communities and parks if possible. She has a problem if we are spending funds for building road or buildings with Parks funds.

Allen stated the City Engineer will let us know where to put trails. He knows points of interest and the best routes for the terrain, ponds etc. We will need road, parking lot, garbage etc. for people to get into and use trails. Some of this area is heavily wooded, some swamp and some prairie. He stated our master plan was to connect our trails with Anoka County trails using county roads. This was paid for by Roads. Dowd stated we were told there was \$10,000 to put in these county trails to hook up with theirs. Jefferson stated that in order to accomplish hooking up to these trails we would have to purchase property. Allen stated we would hook into the Anoka County trails plan. He stated he meets quarterly with all the cities in the county and the county puts out a big map of what has been happening in each city.

Snider stated that monies allocated to trails should be getting these trails done. Cedar Creek is a gem waiting to be built. Harvey stated it would have been nice to be included in the tour taken this afternoon of the area. Snider stated we need a figure what is allocated for trails so we can go forward with this project. Harvey stated she didn't have a problem with an additional \$7,000 but with more she does.

Allen stated the \$20,000 was to get us started. The whole project was designed and approved in 2003 and the whole project was on trails. Once the project is started we can add a pavilion but we have to have parking area, road in, etc.

**Dowd made a motion that we grant up to \$30,000 to get Phase I of this project done provided there is \$68,000 in trail funds available.** Allenspach seconded: Snider, Jefferson, Slater, Dowd and Allenspach, aye: Harvey, nay; motion carries.

Jefferson stated Durant does hook up to other trails according to comprehensive plan. Allen stated when our proposed City and County trail system come together it will be a great trail system.



# City of East Bethel Park Commission Agenda Information

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**Date:**

January 14, 2015

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**Agenda Item Number:**

Item 7.0

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**Agenda Item:**

Park Commission Meeting Times

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**Requested Action:**

Discuss options for Park Commission meeting times

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**Background Information:**

In an effort to make the meetings more favorable for member's schedules, staff has begun reviewing meeting dates and start times for City Council and Commission meetings. Staff is recommending the Park Commission meeting begin at 6:30 which is consistent with the Road Commission meeting and possibly other commissions.

**Attachments:**

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**Fiscal Impact:** None at this time

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**Recommendation(s):**

Staff is recommending the Park Commission Meetings begin at 6:30.

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**Park Commission Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



# City of East Bethel Park Commission Agenda Information

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**Date:**

January 14, 2015

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**Agenda Item Number:**

Item 8.0

\*\*\*\*\*

**Agenda Item:**

Council Report and Other Business

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**Requested Action:** Informational

\*\*\*\*\*

**Background Information:**

Staff and the Parks Commission will continue discussions on the future direction of the City's Parks and projects with the City Council liaison Tim Harrington. The purpose of this discussion will be to formulate goals and objectives for the park development program and to update the commission on issues currently before the City Council.

**Attachments:**

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**Fiscal Impact:**

\*\*\*\*\*

**Recommendation(s):**

\*\*\*\*\*

**Park Commission Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_