



**City of East Bethel
Park Commission Agenda**

6:30 PM

Date: March 11, 2015

Location: City Hall

Meeting Room: Council Chambers

Item

- 6:30 PM 1.0 Call to Order
- 6:31 PM 2.0 Adopt Agenda
- 6:32 PM 3.0 Oath of Office
- 6:33 PM 4.0 Election of Chair and Co-Chairperson
- 6:40 PM 5.0 Approve – January 14, 2015 Minutes
- 6:50 PM 6.0 Park Financial Information
- 6:55 PM 7.0 2015 Park Projects
- 7:20 PM 8.0 2016-2020 Parks CIP
- 7:30 PM 9.0 Cedar Creek Ecosystem and Science Reserve MOU
- 7:40 PM 10.0 Council Report and Other Business
- 7:45 PM 11.0 Adjourn



Oath of Office

City of East Bethel
East Bethel, Minnesota

Please raise your right hand and read aloud:

I, _____, do solemnly swear or affirm that I will support the
Constitution of the United States of America and the State of Minnesota,
and faithfully discharge the duties as a member of the City of East
Bethel Park Commission in the County of Anoka and the State of
Minnesota to the best of my ability. So help me God.



City of East Bethel Park Commission Agenda Information

Date:

March 11, 2015

Agenda Item Number:

Item 4.0

Agenda Item:

Election of Officers

Requested Action:

Select the Chairperson and Vice-Chairperson for the 2015 Parks Commission

Background Information:

Attachments

Fiscal Impact:

Recommendation(s):

Park Commission Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

EAST BETHEL PARK COMMISSION MEETING
January 14, 2015

The East Bethel Park Commission met on January 14, 2015 at 7:00 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 Sue Jefferson
 Stacy Voelker

MEMBERS EXCUSED: None

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. Voelker seconded; all in favor, motion carried unanimously.**

Approve Minutes – November 12, 2014 **Ms. Lachinski made a motion to approve the November 12, 2014 minutes as submitted. Mr. Hoffman seconded; all in favor, motion carried unanimously.**

Park Financial Information & Capital Funds Summary Mr. Ayshford presented the current financial status for member’s review (Attachment 4.1). Mr. Hoffman stated the department did a great job of staying on target with the budget for FY 2014. It was noted that any funds not spent will be returned to the General Fund for FY 2015.
Mr. Hoffman motioned to forward the Park Financial Report to the City Council as presented. Ms. Voelker seconded; all in favor, motion carried unanimously.

SBAA 2015 Field Requests Soderville/Blaine Athletic Association (SBAA) 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. (Attachment 5.1) A representative from the SBAA was invited to attend the Park Commission meeting but declined as they did not feel they had any concerns related to the request.

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. Mr. Hoffman questioned any conflict with the schedule for Booster Days. Ms. Lachinski stated that she did not anticipate any scheduling conflict.

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

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. In previous years the SBAA has received a 20% discount on the City fee schedule as well.

Mr. Hoffman motioned to approve the request for 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. Ms. Jefferson 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. (Attachment 6.1 & 6.2) Portions of the MOU expired 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 Park 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, 2014 Park Commission meeting, the members motioned to eliminate Item 11 from the MOU. The remainder of the document was tabled for discussion at the next meeting.

It was reiterated that Item 11. Provision of Additional Parking for Cedar Creek Access from the MOU on “Recreational Trails” was recommended for elimination as it applies to Isanti County and Athens Township but not East Bethel. Members also agreed that Item 10. Construction, Maintenance of Fire Well should be eliminated as well since it is no longer required.

Members reviewed the historical documentation of the original discussions/negotiations leading up to the MOU, specifically regarding horseback riding. (Attachment 6.3) No further information regarding current horse owners and riders was available.

Item 6. Horseback Riding in the “Roads and Park” MOU states: “For a period of ten (10) years after conveyance of the right-of-way easement to the City, and thereafter with the consent of CCNHA, 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.”

Mr. Ayshford stated that the CCNHA has indicated that they will not consent to continuing this item. With the elimination of this item regarding horseback riding, members felt it was important to maintain at least a portion of Item 3 in the “Recreational Trails” MOU as follows:

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 the City have agreed that horseback riding on a non-guided basis will 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.~~

It is unknown whether permits have ever been issued for horseback riding or if riders were ever made aware of the requirement as stated in both MOUs.

Members also recommended that the two separate MOUs “Recreational Trails” and “Roads and Park” be brought current (eliminating items that have been accomplished or are no longer applicable) and combined into one MOU from this point on.

Mr. Hoffman made a motion to submit the changes as follows:

- **Eliminate Item 10 & 11 from the Recreational Trails MOU**
- **Change Item 3. Horseback Riding Trails to read as follows:**

“By separate agreement, CCNHA and the City have agreed that horseback riding on a non-guided basis will be permitted within the eighty (80) foot right-of-way along part of the easterly boundary of the Natural History Area.”

- **Update and combine two MOUs into one document.**

Ms. Harvey seconded; all in favor, motion carried unanimously.

**Park
Commission
Meeting Times**

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.

Ms. Harvey made a motion to change the meeting time for the Park Commission to 6:30 PM on the second Wednesday of each month. Mr. Zimmerman seconded the motion. All other members were in favor. Motion carried.

**Council
Report &
Other Reports**

Mr. Harrington stated that he will remain the City Council liaison for the Park Commission and that Ms. Voelker has been reappointed to the Commission for another three year term. There will be an ice fishing contest on Saturday, January 17th.

Mr. Ayshford reported that Christine Dahlman had asked to present information on Insecticide Use and Pollinators to the Park Commission but has since moved out of the City. She asked that City leaders assist in raising awareness and educating the community about the appropriate use of insecticides. This information may also be published in the City Newsletter.

Adjournment Mr. Hoffman made a motion to adjourn the meeting at 7:45 p.m. Ms. Lachinski

seconded; all in favor, motion carried unanimously.

Respectfully submitted by:

Susan Lori Irons
Recording Secretary

Attachments:

- 4.1) Parks Financial Reports
- 5.1) SBAA 2015 Field Request Application
- 6.1) 2004 MOU Recreational Trails
- 6.2) 2004 MOU Roads and Park
- 6.3) Historical Documents of MOU Development

City of East Bethel
Revenue / Expense Statement
Fiscal Year 2015
1/1/15 to 2/28/15

Public Works - Park Maintenance

Account Description	1/1/15 to 2/28/15 Actual	FY 2015 Budget	YTD as a % of Budget
E 101-43201-101 Full-Time Employees Regular	27,263.20	203,400.00	13%
E 101-43201-102 Full-Time Employees Overtime	324.84	1,000.00	32%
E 101-43201-103 Part-Time Employees	-	6,000.00	0%
E 101-43201-105 Employee On Call/Standby Pay	1,465.32	3,100.00	47%
E 101-43201-107 Commissions and Boards	-	1,700.00	0%
E 101-43201-122 PERA-Coordinated Plan	2,179.01	15,300.00	14%
E 101-43201-125 FICA/Medicare	2,795.39	20,200.00	14%
E 101-43201-126 Deferred Compensation	939.61	6,100.00	15%
E 101-43201-131 Cafeteria Contribution	7,336.00	44,000.00	17%
E 101-43201-151 Worker s Comp Insurance Prem	9,278.61	8,400.00	110%
E 101-43201-201 Office Supplies	-	100.00	0%
E 101-43201-211 Cleaning Supplies	-	500.00	0%
E 101-43201-212 Motor Fuels	632.44	18,000.00	4%
E 101-43201-213 Lubricants and Additives	-	500.00	0%
E 101-43201-214 Clothing & Personal Equipment	398.90	2,000.00	20%
E 101-43201-215 Shop Supplies	-	400.00	0%
E 101-43201-216 Chemicals and Chem Products	-	3,000.00	0%
E 101-43201-217 Safety Supplies	-	700.00	0%
E 101-43201-218 Welding Supplies	-	100.00	0%
E 101-43201-219 General Operating Supplies	815.17	1,200.00	68%
E 101-43201-221 Motor Vehicles Parts	-	2,100.00	0%
E 101-43201-222 Tires	-	1,000.00	0%
E 101-43201-223 Bldg/Facility Repair Supplies	-	2,500.00	0%
E 101-43201-225 Park/Landscaping Materials	-	7,000.00	0%
E 101-43201-226 Sign/Striping Repair Materials	-	1,500.00	0%
E 101-43201-229 Equipment Parts	621.06	2,000.00	31%
E 101-43201-231 Small Tools and Minor Equip	13.23	1,500.00	1%
E 101-43201-306 Personnel/Labor Relations	-	300.00	0%
E 101-43201-307 Professional Services Fees	-	600.00	0%
E 101-43201-321 Telephone	102.43	2,000.00	5%
E 101-43201-341 Personnel Advertising	-	200.00	0%
E 101-43201-342 Legal Notices	-	100.00	0%
E 101-43201-381 Electric Utilities	-	5,000.00	0%
E 101-43201-384 Sewer Utilities	-	300.00	0%
E 101-43201-385 Refuse Removal	-	1,200.00	0%
E 101-43201-387 Heating Fuels/Propane	-	300.00	0%
E 101-43201-401 Motor Vehicle Services (Lic d)	-	2,200.00	0%
E 101-43201-402 Repairs/Maint Machinery/Equip	-	2,500.00	0%
E 101-43201-403 Bldgs/Facilities Repair/Maint	-	3,500.00	0%
E 101-43201-405 Park & Landscape Services	-	2,000.00	0%
E 101-43201-415 Other Equipment Rentals	70.00	8,000.00	1%
E 101-43201-422 Auto/Misc Licensing Fees/Taxes	-	1,000.00	0%
E 101-43201-431 Equipment Replacement Chgs	16,700.00	16,700.00	100%
E 101-43201-434 Conferences/Meetings	-	400.00	0%
	70,935.21	399,600.00	18%

**PARK CAPITAL FUNDS SUMMARY
FEBRUARY 2015**

PARK ACQUISITION AND DEVELOPMENT FUND			
Account #	Description	2015 YTD	Remaining Balance
REVENUES:			
R 404-34791	Park Dedication Fees	-	
R 404-36210	Interest Earnings	9.40	
Total Revenues		<u>9.40</u>	
EXPENSES:			
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, 2014 Balance		26,082.08	
Current Balance			26,091.48

PARK CAPITAL FUND			
REVENUES:			
R 407-36210	Interest Earning	39.26	
R 407-36240	Refunds & Reimbursements	-	
R 407-39201	Transfer from General Fund	50,000.00	
Total Revenues		<u>50,039.26</u>	
EXPENSES:			
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, 2014 Balance		86,979.54	
Current Balance			137,018.80



City of East Bethel Park Commission Agenda Information

Date:

March 11, 2015

Agenda Item Number:

Item 7.0

Agenda Item:

2015 Park Projects

Requested Action:

Discussion of Park Projects Planned for 2015

Background Information:

The Parks Commission and City Council have approved the 2015 Parks Capital Improvement Plan with the following projects:

- 1) Upgrade and add to the skateboard park equipment at Booster West Park \$25,000
- 2) Upgrade the outdoor ice rink \$35,000
- 3) Begin construction and irrigation of Bonde Park for soccer/lacrosse field \$65,000

Funding for these projects is provided by the Park Capital Fund and the Park Acquisition & Development Fund.

Staff would like to discuss options for what type of equipment and improvements would best fit the city's needs.

Attachments:

Fiscal Impact:

As noted above

Recommendation(s):

Informational item

Park Commission Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel Park Commission Agenda Information

Date:

March 11, 2015

Agenda Item Number:

Item 8.0

Agenda Item:

Parks Capital Improvement Planning

Requested Action:

Begin discussions about the Parks Capital Improvement plan

Background Information:

The Parks Commission prepares a Capital Improvement Plan annually which updates projected projects, evaluates priorities and establishes funding for these works for the coming year and for each of the subsequent years for a five year period. This plan is presented to City Council for their approval and use for preparing the coming year's budget.

Attached is the 2015-2019 Parks CIP. We will discuss those projects that are listed for 2016 and determine if they need to stay in their current funding year or be rearranged to reflect any changes in our park priorities. Other projects can be added and existing ones can be deleted if there is a need for restructuring the schedule. With reductions to the General Fund transfer to the Park Capital Fund, the commission and staff will have to adapt the Parks Capital Improvement Plan to reflect those reductions.

Attachments:

8.1) 2015-2019 Parks CIP

Fiscal Impact: None at this time

Recommendation(s): Discussion item

Park Commission Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

**Parks CIP
2015-2019
Funding Analysis**

PARK ACQUISITION AND DEVELOPMENT FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2015 Beginning Balance	\$26,028			\$26,028
Park Dedication Fees		\$0		\$26,028
Skate board equipment for Booster West Park			\$25,000	\$1,028
2015 Ending Balance				\$1,028
2016 Beginning Balance	\$1,028			\$1,028
Park Dedication Fees		\$50,000		\$51,028
Install fence baseball field Anderson Lake Park			\$12,000	\$39,028
Install fence baseball field Norseland Park			\$12,000	\$27,028
2016 Ending Balance				\$27,028
2017 Beginning Balance	\$27,028			\$27,028
Park Dedication Fees		\$75,000		\$102,028
Irrigation system at Whispering Aspen			\$25,000	\$77,028
Pavilion at Norseland Manor Park			\$40,000	\$37,028
Irrigation system at Norseland Park			\$35,000	\$2,028
2017 Ending Balance				\$2,028
2018 Beginning Balance	\$2,028			\$2,028
Park Dedication Fees		\$70,000		\$72,028
Pavilion at Eveleth Park			\$40,000	\$32,028
Cedar Creek Park Additions			\$30,000	\$2,028
2018 Ending Balance				\$2,028
2019 Beginning Balance	\$2,028			\$2,028
Park Dedication Fees		\$80,000		\$82,028
New Park Development			\$50,000	\$32,028
2019 Ending Balance				\$32,028
TOTAL PARK ACQUISITION AND DEVELOPMENT FUND SOURCES AND USES		\$275,000	\$269,000	
<p>Park Dedication Fees- Residential = up to 6 units/acre: 10% of land or cash equal to market value of land; 6 or more units/acre: 10% of land +1 % for each unit above 6 units/acre or cash equal to market value of land. Commercial = 5% of land or cash equal to market value of land</p>				

**Parks CIP
2015-2019
Funding Analysis**

PARK CAPITAL FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2015 Beginning Balance	\$86,934			\$86,934
Transfer From General Fund		\$50,000		\$136,934
Outdoor Ice Rink Repairs			\$35,000	\$101,934
Bonde Park Irrigation			\$65,000	\$36,934
2015 Ending Balance				\$36,934
2016 Beginning Balance	\$36,934			\$36,934
Transfer From General Fund		\$50,000		\$86,934
Playground Equipment- Rod and Norma Smith Park			\$45,000	\$41,934
2016 Ending Balance				\$41,934
2017 Beginning Balance	\$41,934			\$41,934
Transfer From General Fund		\$50,000		\$91,934
Baseball field @Booster West Park			\$50,000	\$41,934
2017 Ending Balance				\$41,934
2018 Beginning Balance	\$41,934			\$41,934
Transfer From General Fund		\$50,000		\$91,934
Playground Equipment Booster East			\$45,000	\$46,934
2018 Ending Balance				\$46,934
2019 Beginning Balance	\$46,934			\$46,934
Transfer From General Fund		\$50,000		\$96,934
Playground Equipment Anderson Lakes			\$45,000	\$51,934
2019 Ending Balance				\$51,934
TOTAL PARK CAPITAL FUND SOURCES AND USES		\$250,000	\$285,000	

**Parks CIP
2015-2019
Funding Analysis**

TRAILS CAPITAL FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2015 Beginning Balance	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segment TBD			\$0	\$144,118
2015 Ending Balance				\$144,118
2016 Beginning Balance	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
2016 Ending Balance				\$144,118
2017 Beginning Balance	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
2017 Ending Balance				\$144,118
2018 Beginning Balance	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
2018 Ending Balance				\$144,118
2019 Beginning Balance	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
2019 Ending Balance				\$144,118
TOTAL TRAILS FUND SOURCES AND USES		\$0	\$0	



City of East Bethel Park Commission Agenda Information

Date:

March 11, 2015

Agenda Item Number:

Item 9.0

Agenda Item:

Cedar Creek Memorandum of Understanding (MOU)

Requested Action:

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

Background Information:

At the January 14th Park Commission meeting, the commission voted on recommended changes to the MOU between the City of East Bethel and CCESR. Staff met with representatives from the CCESR and presented those recommended changes and developed the attached updated MOU for review and approval by the commission.

Attachments:

- 9.1) 2004 MOU Recreational Trails
- 9.2) 2004 MOU Roads and Park
- 9.3) Revised MOU Recreational Trails (2015)

Fiscal Impact: None at this time

Recommendation(s):

Park Commission Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required:_____

MEMORANDUM OF UNDERSTANDING

RECREATIONAL TRAILS

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this 17th 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 235th 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
319-15th 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: 

Name: Susan Carlson Weinberg

Title: Director, Real Estate Office

By: 

Name: Douglas Sell

Title: City Administrator

MEMORANDUM OF UNDERSTANDING

(ROADS and PARK)

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this 17th 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 229th 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 229th 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 229th 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 239th 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 229th 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
319-15th 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

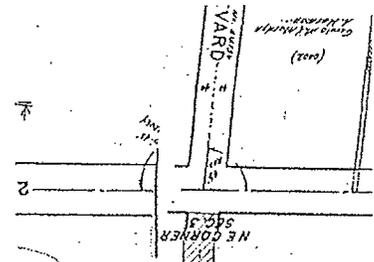
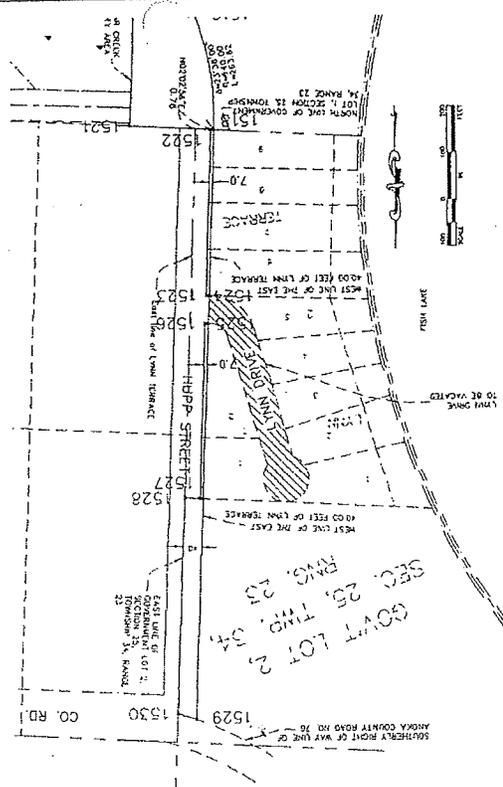
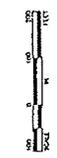
Title: Director, Real Estate Office

Title: City Administrator

Exhibit B Vacated Easements
City of East Bethel

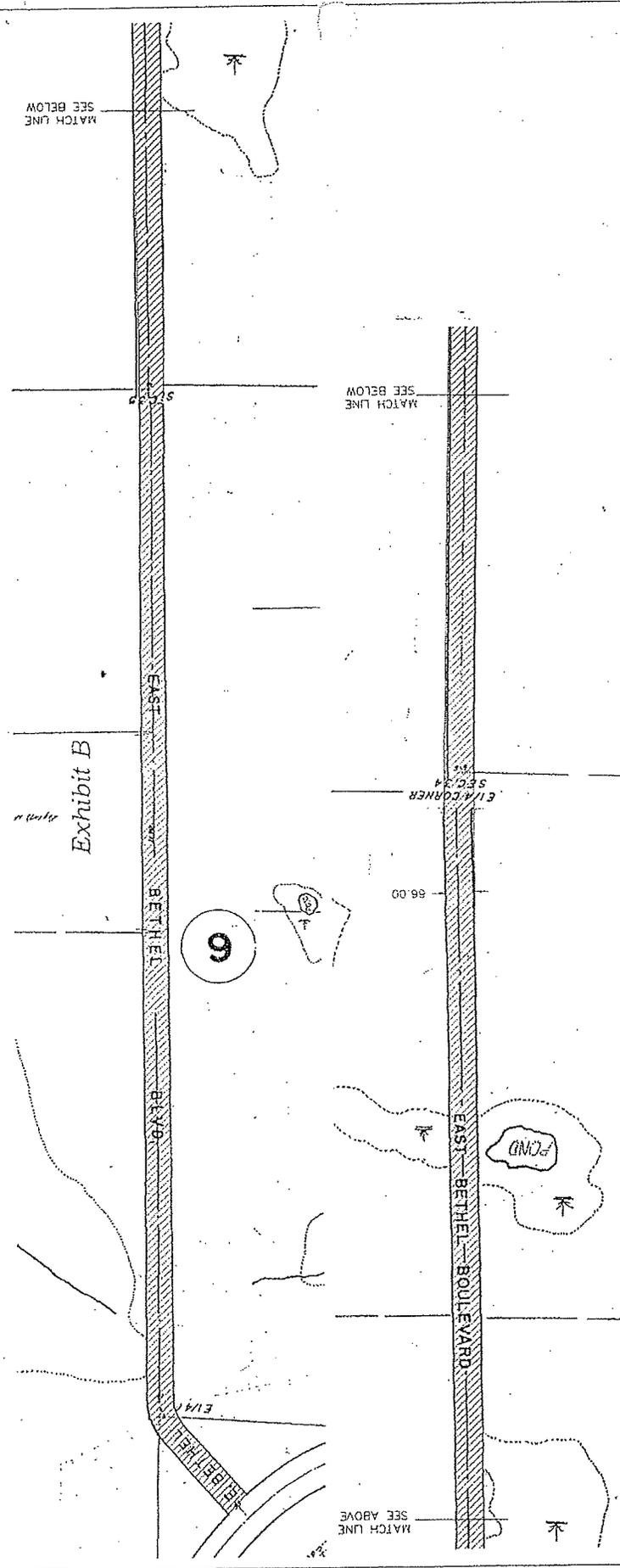
18 113

LEGEND
 ROAD TO BE VACATED



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

Transfer Vacated Easements of East Bethel, Minnesota
 that part of East Bethel, Minnesota, lying within the boundary of the
 City of East Bethel, Minnesota, and being within the boundary of the
 County of Hennepin, Minnesota, as shown on this plat.



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.

MEMORANDUM OF UNDERSTANDING

RECREATIONAL TRAILS

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this _____ day of _____, 2004, by and between the Regents of the University of Minnesota ("University"), through its Cedar Creek ~~Natural History Area~~ Ecosystem Science Reserve (~~"Natural History Area"~~ "CCNHACCESR"), 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~~ Ecosystem Science Reserve (~~"Natural History Area"~~ "CCNHACCESR") which operates under the management of ~~CCESR~~ CCNHA; and

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

WHEREAS, CCNHACCESR 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 CCNHACCESR 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 be ninety-nine (99) years commencing on the date first stated above. 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. ~~CCNHACCESR~~ will open for public access in the ~~Natural History Area Reserve~~ 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. ~~CCNHACCESR~~ 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 Reserve~~ near 235th 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 ~~CCNHACCESR~~ for final approval. ~~CCNHACCESR~~ shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require ~~CCNHACCESR~~ to approve any recommendation that in its professional judgment would negatively impact ~~CCNHACCESR~~'s ability to perform its scientific ecological research and habitat conservation mission. During the term of this MOU, ~~CCNHACCESR~~ 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. ~~CCNHACCESR~~ 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 ~~CCNHACCESR~~ activities might pose risks to the public or when the presence of the public would be detrimental to the efficient performance of ~~CCNHACCESR~~ activities. ~~CCNHACCESR~~ 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 ~~CCNHACCESR~~ 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. This right-of-way is not to be confused with our trail system on the east end of Fish Lake. CCESR will support horseback riding along this right-of-way when it is navigable and a through way is clearly marked. 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.~~

34. Public Tours. CCNHACCESR will conduct public tours ~~as needed at least monthly~~ from May through October of various areas of the ~~Natural History Area~~Reserve 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. CCNHACCESR and the City agree to jointly promote such events. CCNHACCESR 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.

45. 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 CCNHACCESR that clearly designates trail areas and discourages users from wandering off trails;

(g) post explanatory signage emphasizing the scientific research done at CCNHACCESR and the potential impact of any interference with that research as well as the cooperative nature of this MOU. CCNHACCESR 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 CCNHACCESR, and maintain along trails and in the Park Area to enhance the public's understanding and appreciation of the ~~Natural History Area~~Reserve. 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.~~

57. 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 CCNHACCESR for final approval. CCNHACCESR shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require CCNHACCESR to approve any recommendation that in its professional judgment would negatively impact CCNHACCESR'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 CCNHACCESR 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 through their agreement with the Anoka County Sheriff's Department.

68. Motorized Uses Prohibited. The City will perpetually support and actively enforce CCNHACCESR's prohibition of public motorized traffic on trails in the Natural History Area Reserve, 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 CCNHACCESR. 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 CCNHACCESR, 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 CCNHACCESR.

79. 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~~

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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.~~

812. 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.

193. Joint Advisory Committee. ~~CCNHACCESSR~~ and the City will ~~be the joint~~ 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.~~

105. 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~~ Reserve, 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 Reserve to the extent caused by any negligent act or omission of University, its agents, contractors, or employees.

116. 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.

127. 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 CCNHACCESR 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.

138. 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~~Ecosystem Science Reserve
Attention: Director
2660 Fawn Lake Drive N.E.
Bethel, Minnesota 55005
Facsimile No. (763) 434-7361

And Real Estate Office
424 Donhowe Building
319-15th 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.: < >

159. 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 “~~CCNHACCESSR~~” 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.

1620. 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.

1721. 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.

| 1822. 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:

Name:

Title:

Title:

Date:

Date:



City of East Bethel Park Commission Agenda Information

Date:

March 11, 2015

Agenda Item Number:

Item 10.0

Agenda Item:

Council Report and Other Business

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:

Fiscal Impact:

Recommendation(s):

Park Commission Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____