

**CITY OF SHOREWOOD
PARK COMMISSION MEETING
TUESDAY, FEBRUARY 8, 2022**

**5755 COUNTRY CLUB RD
SHOREWOOD CITY HALL
7:00 PM**

For those wishing to listen live to the meeting, please go to [ci.shorewood.mn.us/current meeting](https://ci.shorewood.mn.us/current%20meeting) for the meeting link. Contact the city at 952.960.7900 during regular business hours with questions.

AGENDA

1. CONVENE PARK COMMISSION MEETING

A. Roll Call

Hirner()____
Gallivan()____
Schmid()____
Tauer()____
Heinz()____

Council Liaison Callies (Jan-June)____

B. Review Agenda

2. APPROVAL OF MINUTES

A. Park Commission Meeting Minutes from October 26, 2021 – (Att.-#2A)

3. MATTERS FROM THE FLOOR

(This portion of the meeting allows members of the public the opportunity to bring up items that are not on the agenda. Each speaker has a maximum of three minutes to present their topic. Multiple speakers may not bring up the same points. No decisions would be made on the topic at the meeting except that the item may be deferred to staff or the City Council for more information.)

4. NEW BUSINESS

- A. Review Christmas Lake Access Ordinance (Att.#4A)**
- B. Review and Discuss Donation for a Bench at Freeman Park (Att.-#4B)**
- C. Discuss Options for Southshore Community Park (Att.-#4C)**
- D. 2022 Work Schedule/Park Meeting Schedule (Att.-#4D)**
- E. Determine Liaisons for City Council Meetings (Att.-4E)**
- F. Accept the 2022 Concession Agreement (Att.-#4F)**

5. OLD BUSINESS

- A. Senior Programs – (Att.-#5A)**

6. STAFF AND LIAISON REPORTS/UPDATES

- A. City Council**
- B. Staff**
 - a. Update on Grant for Freeman Field 2 Fencing**
 - b. Update on January 15 Arctic Fever Event**

7. ADJOURN

Liaison for City Council Meeting on February 28 is Commissioner _____ Reporting on February 8 Park Commission Meeting

CITY OF SHOREWOOD
PARK COMMISSION MEETING
TUESDAY, OCTOBER 26, 2021

5755 COUNTRY CLUB RD
SHOREWOOD CITY HALL
7:00 P.M.

MINUTES

1. CONVENE PARK COMMISSION MEETING

Chair Hirner convened the meeting at 7:00 p.m.

A. Roll Call

Present: Chair Hirner, Commissioners Schmid, Heinz, and Tauer; City Council Liaison Gorham; Parks and Recreation Director Grout; Planning Director Darling

Absent: Commissioner Gallivan

B. Review Agenda

Tauer moved to approve the agenda as written. Heinz seconded the motion. Motion carried 4-0.

2. APPROVAL OF MINUTES

A. Park Commission Meeting Minutes of August 10, 2021

Heinz moved to approve the minutes of the August 10, 2021 meeting as written. Tauer seconded the motion. Motion carried 4-0.

3. MATTERS FROM THE FLOOR

There were none.

4. NEW BUSINESS

A. Sam Larson Eagle Scout Project Application

Sam Larson, 5490 Wedgewood Drive, gave an overview of his proposed Eagle Scout project. He stated that the project would be to make a compost bin at the Freeman Park Community Garden and gave a presentation about his proposal and answered Commission questions.

The Commission discussed the need to find a flat location for the compost bin.

Hirner moved to support the Eagle Scout Project application from Sam Larson. Heinz seconded the motion. Motion carried 4-0.

Commissioner Schmid noted that her husband had been an Eagle Scout and supports this project because she thinks this kind of thing has been missing in the City.

Council Liaison Gorham stated that when this comes to the Council he thinks it would be good to know where the bin will be going and what its finish will be.

Sam Larson stated that he is planning to buy lumber that has already been stained so it will not deteriorate due to weather or the compost. He stated that he is also planning on finding lumber where the treating chemicals will not adversely affect the compost materials for the garden. He stated that he could paint the bin if that is something that the City would like.

Council Liaison Gorham stated that he just wants to ensure that the bin fits into the park. He asked if this was only for plant composting or if it would also include food compost.

Planning Director Darling explained that right now everything from the garden is just thrown into a pile and if it gets too big, Public Works comes and takes it away. She stated that it will be nice to have a bin for this purpose.

Chair Hirner suggested that there could be a sign on the bin the outlines what materials are welcome and what is not welcome.

Council Liaison Gorham stated that now that he has heard the current practice, he does not think a sign will be necessary.

Commissioner Heinz asked if there would be signage indicating that the bin came from an Eagle Scout.

Sam Larson stated that he could put up a sign that the project was completed by an Eagle Scout.

Following discussion, the Commission supported the suggestion of a sign identifying the participation of the Eagle Scouts and recommended that Communications Director Moore take a look before it is posted.

Commissioner Schmid stated her willingness to donate to this project.

Park and Recreation Director Grout stated that this item will be on the Consent Agenda at the next City Council meeting.

B. CIP with Specific Discussion of Freeman Park North Playground and Southshore Park

Planning Director Darling reviewed the proposed CIP for years 2022-2031. She stated that staff's proposal is in line with the proposal from last year and this would just update it. She noted that the Badger Park tennis courts was finished in 2021; Freeman Park drainage project was completed in 2021; the Silverwood Park playground equipment has been demolished in 2021, however, the new equipment has been delayed a bit.

Commissioner Heinz asked if there was a sign posted explaining that the new equipment has been delayed due to transportation and the manufacturer and it is not the fault of the City or the Park Commission.

Planning Director Darling stated that there is not a specific sign out there but she can update that information.

Chair Hirner stated that the City needs to make sure that the posts that are holding up the fencing are low enough. He stated that is not completed before winter, there may need to be something done to ensure safety because the posts are metal.

Planning Director Darling stated that she is hopeful that the equipment can be installed before it snows. She explained that in 2023 the City is looking at repaving some of the trails in Freeman Park and noted that the City no longer needs to replace the existing handrails on the North Playground. She stated that the Commission needs to decide in what year the replacement playground will be placed. She stated that the City has gotten an estimate to repair the ballpark fencing and noted that they are looking to find grant funds to reduce the cost of that project.

The Commission discussed where the fence was heaving on the ballpark fields.

Planning Director Darling stated that the concrete pad for the aquatic invasive species equipment at the Christmas Lake boat landing was approved at the October 25, 2021 City Council meeting. She stated that there are a few other repairs at the boat landing that the City is working with the HOA to resolve. She noted that the Commission had expressed an interest in discussing the facilities offered at Southshore Park and noted that it is earmarked for 2028 and suggested that the Commission discuss whether that is the correct timeframe. She stated that staff is working hard to try to find grants for the City's projects.

Chair Hirner stated that in Freeman Park, he thinks the work should all be done at the same time so the park usage is only disrupted once and would like to see the City work with the Three Rivers Park District on the scheduling the trailhead project.

There was consensus of the Commission to attempt to schedule the work so Freeman Park is only disrupted once, if possible.

The Commission discussed the proposed upcoming CIP projects between the years 2022-2026. The Commission discussed the Cathcart playground equipment and replacement of hockey boards.

Chair Hirner noted that he would like to see the City start some sort of program to maintain the hockey boards, such as budgeting a small amount of money each year for that purpose, so the replacement could be pushed out a bit further. He stated that he thinks the Southshore Park is very under-utilized but is unsure why and would like to see the City figure out what they want to do with that park before a decision is made on where it should be in the overall CIP.

Council Liaison Gorham noted that he believes the \$10,000 allocated in the CIP for Southshore Park is probably too low.

The Commission discussed ideas for Southshore Park and ways to shift around projects that may reduce costs, such as combining the tennis court resurfacing projects at the same time.

There was consensus among the Commission to move the tennis court resurfacing at Cathcart to 2026 to align with Badger Park; leave Freeman Park trail overlay and Cathcart Playground equipment where they are in the CIP.

Planning Director Darling stated that the available funds for 2022-2026 is \$355,000. She noted that the City does not have all of that money currently available so the projects will need to be spaced out.

Council Liaison Gorham asked for clarification on budgeting because it does not appear as though there will be enough money to complete the Cathcart playground equipment project.

Planning Director Darling confirmed that this project may need to be delayed by a year and reiterated that staff is applying for grants which could help.

Council Liaison Gorham asked how urgent the situation is with the current playground equipment.

Chair Hirner stated that the playground equipment is in better shape than the swings and the edging material. He stated that if the City can undertake some small improvements by utilizing Public Works, he thinks the full project can be pushed out a year, but would not like to see it pushed out further than that. He stated that he would like the Park Commission, over the next two years to spend time discussing Southshore Park and its future plan.

Chair Hirner reiterated the changes that the Commission is suggesting to the CIP: Freeman Park fencing moves from 2023 – 2022; Freeman Park North Playground was already taken care of by the Public Works Department and add the replacement in 2030; Cathcart Park tennis court resurfacing moved to 2026 to align with Badger Park tennis court resurfacing; Cathcart Park playground equipment remains in 2024; Southshore master plan brought to 2024. He noted that this CIP is more than the budget will allow so the Commission can revisit the Cathcart playground equipment from 2024 to 2025, if needed. He suggested that the Commission add replacement of the rubberized playground surface at Manor Park to its CIP in 2031.

Heinz moved to accept the revised CIP, as discussed. Tauer seconded the motion. Motion carried 4-0.

5. OLD BUSINESS

A. Senior Programming

Park and Recreation Director Grout stated that at a previous meeting, the Park Commission had asked her to reach out to some surrounding cities to see if they offer park programs for seniors. She gave an overview of what she found out from the various cities. Mound: Does not have senior programming at their park because it is done through their senior center; Chaska: senior programming is handled through their community center; Eden Prairie: senior programming handled through their senior center, they do have a biking club, walking group, and a fall color hike; Victoria: has not gotten back to the City yet; Minnetonka: senior programming is handled through their senior center, they do have a biking club and Adopt-A-Highway, a Night Sky Observation Program, and a Fall Hiking Program.

Park and Recreation Director Grout explained that the City offered a painting class this past summer at Badger Park, a nature program at Freeman Park, and Poker Walk at Badger Park, however there were only a few individuals who signed up so they ended up being cancelled. The one successful program was Car Bingo the first time, but not the second time. She stated that she would love to try some senior programming again and see if there is better participation now because she thinks the programs were hugely impacted by COVID-19.

Commissioner Tauer stated that she thinks it is a great idea to try senior programming again. She suggested hosting something like a cribbage night because that could be moved outside if people were more comfortable.

Park and Recreation Director Grout stated that there is a cribbage group that meets at the community center so that may be a fun thing to promote.

Chair Hirner suggested that the Commission do some homework and think of some ideas for senior programming to send to Park and Recreation Director Grout and be prepared to discuss the ideas at the next meeting.

6. STAFF AND LIAISON REPORTS / UPDATES

A. Commissioner Heinz - Summary of Discussion at the Planning Commission meeting

Commissioner Heinz gave an overview of the October 5, 2021 Planning Commission meeting as reflected in the minutes.

B. City Council

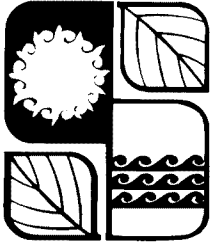
Council Liaison Gorham reviewed recent City Council discussions and action items.

C. Staff

Park and Recreation Director Grout reviewed some of the preliminary plans for Arctic Fever which is scheduled for January 15, 2022 and noted that they will not be having activities Friday night because of COVID-19.

7. ADJOURN

Tauer moved to adjourn the Park Commission Meeting of October 26, 2021 at 8:37 p.m. Heinz seconded the motion. Motion carried 4-0.



CITY OF SHOREWOOD

4A

5755 Country Club Road • Shorewood, Minnesota 55331 • 952-960-7900
www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

To: Parks Commission

From: Greg Lerud, City Administrator
Reviewed by: Jared Shepherd, City Attorney

Meeting Date: February 8, 2022

Re: **Christmas Lake Public Access Ordinance**

Attachments: 1986 Agreement to establish a public access, 2015 cooperative operation and maintenance agreement with the DNR, lake carrying capacity information, Christmas Lake boat launch analysis, Christmas Lake boat census, draft ordinance.

Background: City staff has been engaged in wide-ranging discussions with representatives of the Christmas Lake Homeowners Association (CLHA) over the last year about the public access area. In 1986, the city signed the first agreement with the MN Department of Natural Resources (DNR) to create the public access, and then in 2015 signed a 20-year cooperative operation and maintenance agreement with the DNR.

The city is responsible for maintenance of the parking lot and surrounding area, with the DNR responsible for the boat launch and adjoining dock. The city has a long-term working relationship with the CLHA on the landing area as well as working together to control invasive species. Short of the 2015 agreement with the DNR, the city has not done any comprehensive look at the landing area to evaluate changes in the last 35 years.

Some of the items of this review includes evaluating the parking area, drafting an ordinance for the boat landing rules, reviewing literature regarding safe number of boats on a body of water, increasing available parking in the landing area, controlling Aquatic Invasive Species, and working with Christmas Shores HOA on acquiring property.

Christmas Lake is 267 acres, of which 77 acres are littoral (less than 15 feet deep) meaning the area available for recreational boating use is closer to 200 acres. The CLHA has expressed concern about the number of “near misses” on the lake, as well as some actual accidents. Boating use on Christmas Lake as changed since the 1986

agreement was signed. In addition to an initial limit of 25 horse powered boats that expired in 1993, increases in the popularity of personal watercraft such as kayakers, paddleboarders as well as surf wake boaters have increased usage on the lake.

There is some literature (two examples are included with this memo) about safe levels of boat activity on lakes. Density differs depending on the lake, but both studies identify the average safe level of boat activity, for lakes where there is a variety of boating uses, like Christmas Lake, is 20 to 30 acres per boat.

Also attached to the memo is a census for watercraft of all types "housed" on Christmas Lake. The 2021 count is 319. Additionally, an access analysis was provided by the CLHA for high use dates. There have always been seven vehicle/trailer parking places in the public access. As you can see from the analysis, there are many days where the number of launches exceed the number of parking places. On those days, boats are launched and then the vehicle leaves and parks at nearby parking lots.

The public access creates an obligation on the part of the city to provide access to Christmas Lake for the public. However, that access should not be interpreted as unlimited access to the lake. Competing interests such as the need to control invasive species, preserving the lake ecology, as well as providing as safe environment as possible for the lake users regardless if they are in personal watercraft, non-motorized boats, or speed or wake boats should factor into the number of watercraft that can be on the lake at any given time.

Indeed, the city has previously recognized the desire to limit the number of boats launching at one time through a couple of actions; first, the original agreement between the DNR, City, and CLHA called for seven parking spots. Second, parking was/is prohibited on Merry Lane. It was recognized that if a prohibition was not done, overflow vehicles and trailers would have regularly parked on Merry Lane. That initial concern is now being realized by the number of trailers parking farther away after launching.

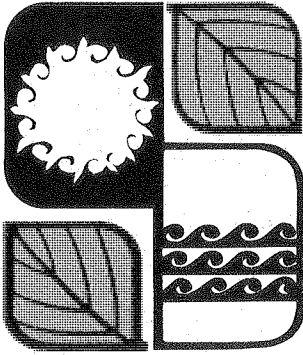
The ordinance as proposed would limit access to launching to the number of parking spaces available in the lot - seven. To that end, the CLHA has paid for installing a remote control on the gate so the access can be controlled during AIS inspection hours. The inspectors are at the landing every day from 6:00 a.m. to 10:00 p.m. Access outside those hours will not be controlled. As the launch information shows, however, most launches will be covered by this schedule. It is important to know that if the ordinance is adopted, it will apply equally to residents on Christmas Lake.

Financial or Budget Considerations: Minimal additional expenses. The CLHA has paid for modifications to the gate, and the inspectors from Waterfront Restorations, who perform the boat inspections and cleaning, have agreed to control access as part of their duties while they are at the landing.

Options: The Parks Commission should review the ordinance and send a recommendation to the City Council to either pass the ordinance as presented, modify it, or request staff gather additional information before the City Council's review.

Recommended Action: It has been over 30 years since the city has taken a comprehensive look at the landing and how it functions. The review started last year with the variance to relocate the AIS cleaning equipment to provide an additional on-site parking stall and improved draining. This proposed ordinance looks to improve safety for the lake users, and staff recommends passage as presented by simple majority.

Next Steps and Timeline: Following the Park Commission review and recommendations, the matter will be placed on a City Council agenda.



CITY OF SHOREWOOD

5755 COUNTRY CLUB ROAD • SHOREWOOD, MINNESOTA 55331-8927 • (952) 960-7900
FAX (952) 474-0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

June 11, 2015

Rachel Hintzman
Parks and Trails Area Supervisor
1200 Warner Road
St. Paul, MN 55106

Dear Rachel,

Enclosed are the four copies of the Christmas Lake Public Water Access Cooperative Maintenance Agreement (all signed by the City of Shorewood Mayor and City Administrator). You can send the fully executed copy back to me. Thank you.

Sincerely,

Jean Panchyshyn
City Clerk
City of Shorewood

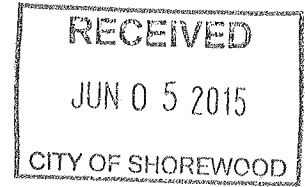
Enclosures



PRINTED ON RECYCLED PAPER

Hintzman, Rachel (DNR)

From: Hintzman, Rachel (DNR)
Sent: Monday, June 01, 2015 2:20 PM
To: 'Jean Panchyshyn'
Subject: RE: Christmas Lk Cooperative Maintenance Agreement



Jean,
That looks good.

I've just received the first signature on the agreement so I attached Exhibit A and C and have sent them on to you. Once you get signatures please send all four copies back to me. After we complete the signatures on our end, I'll send you a fully executed copy.
Thanks for your help!

Rachel Hintzman
Parks and Trails Area Supervisor
1200 Warner Road
St Paul, MN 55106
651-259-5875

From: Jean Panchyshyn [mailto:JPanchyshyn@ci.shorewood.mn.us]
Sent: Tuesday, May 26, 2015 6:17 PM
To: Hintzman, Rachel (DNR)
Subject: RE: Christmas Lk Cooperative Maintenance Agreement

Rachel,
Attached is a map showing the PID #'s. Let me know if this is ok, and let me know if you need anything else from us.
Thanks!

Jean Panchyshyn
City Clerk
City of Shorewood
952-960-7911

From: Hintzman, Rachel (DNR) [mailto:rachel.l.hintzman@state.mn.us]
Sent: Thursday, May 14, 2015 1:01 PM
To: Jean Panchyshyn
Subject: RE: Christmas Lk Cooperative Maintenance Agreement

Thanks Jean! Didn't mean to pressure you guys, just wanted to make sure you hadn't forgotten.

It looks like we can use the PID# as the parcel description but we'll need a map showing the PID#'s of this parcel and surrounding parcels. This way in case anything changes in the future we'll be able to tie that parcel number directly to a map so we all know the property the agreement refers to.

Please let me know if you have any questions regarding this.

**CHRISTMAS LAKE PUBLIC WATER ACCESS
COOPERATIVE MAINTENANCE AGREEMENT
THE STATE OF MINNESOTA AND THE CITY OF SHOREWOOD**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the City of Shorewood hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public access sites on lakes and rivers where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into Agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the City owns land with PID 35-117-23-13-0038, which is located in Hennepin County, as shown on the Map which is attached and incorporated into this Agreement as Exhibit A; hereinafter referenced as the "Water Access"; and

WHEREAS, the State and City executed an Agreement dated 1/29/1986, and which remains in effect, regarding the acquisition, development, operations and maintenance of the Water Access, which is attached and incorporated into this Agreement as Exhibit B; and

WHEREAS, under the terms of the 1986 Agreement between the State and the City, the City is responsible for the operation and maintenance of the Water Access, including the ordinary and routine maintenance necessary to keep the facilities in a safe, sanitary and operative condition; and

WHEREAS, the State and City have determined that clarification of the responsibilities of each party for the continued cooperative operation and maintenance of the Water Access, as outlined in the 1986 Agreement, is a high priority; and

WHEREAS, the State and City have determined that a periodic review of the responsibilities of each party for the continued cooperative operation and maintenance of the Water Access is a high priority; and

WHEREAS, the State and the City agree that this Agreement does not void nor negate any part of the 1986 Agreement; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this Agreement is attached and incorporated into this Agreement as Exhibit C; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall manage and administer the Water Access as established.
- b. The State shall provide technical assistance to the City for the repair of the launch ramp, parking area improvements, and continued compliance with the Americans with Disabilities Act.
- c. The State will provide the following materials as needed to the City for the maintenance on the Water Access, to include:
 1. Concrete Planks.
 2. Docks and Dock parts and accessories.
 3. All boating related informational signs for a facility as determined by Department of Natural Resources policy.
- d. The State's required maintenance standard for the Water Access includes following the State's invasive species

management guidelines as shown in and attached and incorporated into this Agreement as Exhibit D.

- e. The State shall be solely responsible for all improvements approved by the State and developed within the Water Access during the Term of this Agreement.
- f. The State shall provide for all maintenance of the Water Access not addressed through this maintenance Agreement.
- g. The State reserves the right to inspect the facility at any time to ensure that the City is in compliance with this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall maintain the Water Access consistent with all local, state, and federal laws, regulations and rules that may apply to the operation and maintenance of the facility.
- b. The City shall conduct the maintenance on the Water Access which shall include, but not be limited to the following:
 - 1. Bituminous surface patching and shoulder maintenance as reasonably necessary to maintain a smooth, safe, and usable surface.
 - 2. Maintenance of visible pavement markings.
 - 3. Launch ramp repair and maintenance, including spring repair prior to the second Saturday in May of each year.
 - 4. Dock installation prior to second Saturday in May, removal between October 1 and November 1 of each year and seasonal adjustments as required by the lake's surface levels.
 - 5. Litter pickup and removal.
 - 6. Mowing and vegetation trimming at the same frequency as other, similar City recreational facilities.
 - 7. Repair and reinstallation of Water Access related signs and signposts.
 - 8. Snow removal at the discretion of the City.
 - 9. Provide and maintain a single Portable toilet, which shall meet the requirements of the ADA, between the second Saturday in May and November 1st of each year.
- c. The City shall conduct the required maintenance for the Water Access in compliance with the State's invasive species management guidelines as shown in and attached and incorporated into this Agreement as Exhibit D.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g) above, however, the total obligation of the State shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. The State may also provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* January 1, 2015, **or when the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**. The City shall not begin work under this

Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.

- b. *Expiration Date: January 1, 2035*, except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the Agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this Agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the City. This Agreement may be cancelled by the City at any time with or without cause with (30) days written notice to the State.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this Agreement. The State will notify the City by written or fax notice. The City will also notify the State by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the Agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this Agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire Agreement between the parties. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Minnesota Department of Natural Resources
Parks and Trails Division Area (3B) Supervisor
1200 Warner Road
St. Paul, MN 55106

The City

City of Shorewood
City Administrator
5755 Country Club Road
Shorewood, MN 55331

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: Pap6 ffr
Title: Acting Deputy Director
Date: 06/30/2015

CITY OF SHOREWOOD

By: [Signature]
Title: City Administrator
Date: 6-11-15

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: Original Signed
Title: JUL 20 2015
Date: by Christina Wong
(Effective Date) 42802

CITY OF SHOREWOOD

By: [Signature]
Title: Mayor
Date: 6-11-15

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: Lauree Jolska
Date: 5-18-15
Contract: 93272

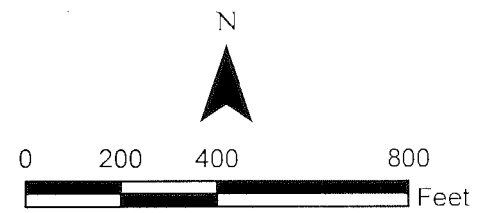
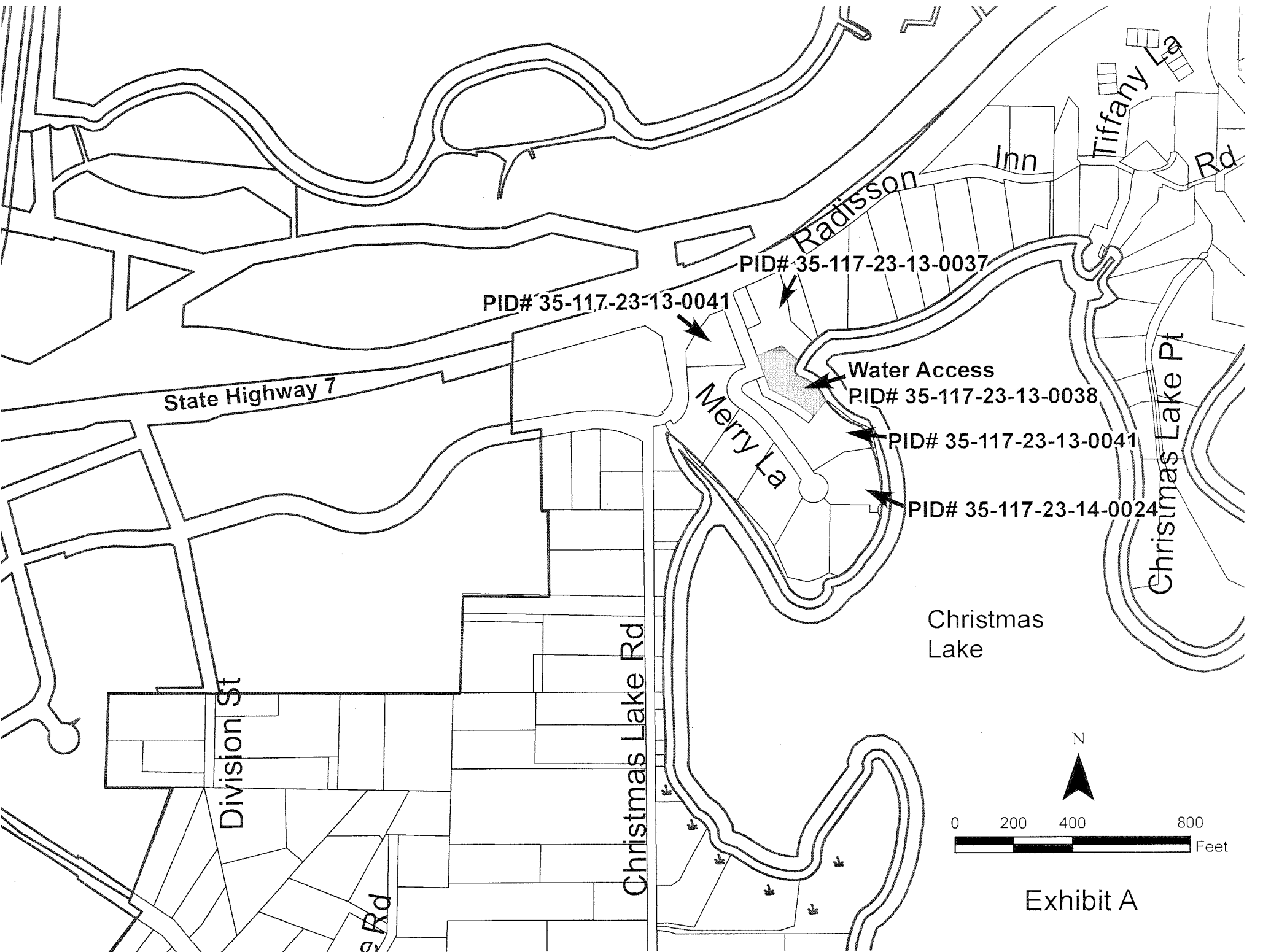


Exhibit A

FILE COPY

CHRISTMAS LAKE
AGREEMENT

THIS AGREEMENT, made this 29 day of January, 1986, by and between Christmas Lake Homeowners' Association (hereinafter referred to as the "Association"), and the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources (hereinafter referred to as the "State") and the City of Shorewood, Minnesota (hereinafter referred to as the "City"), and Robert W. Fayfield.

W I T N E S S E T H:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minn. Stat. §97.48, subd. 15, to provide the public with water access sites on lakes where no access exists or access is inadequate; and

WHEREAS, Christmas Lake Homeowners' Association is an association representing the riparian owners of land on Christmas Lake, a body of approximately 267 acres of water located in the cities of Shorewood and Chanhassen, Minnesota; and

WHEREAS, the State, pursuant to a resolution of the Minnesota Executive Council, has commenced an action in condemnation to acquire the following land for a water access site to Christmas Lake, to-wit:

Lot 2, Block 1, Christmas Lake Addition, according to the plat thereof on file in the office of the Hennepin County Registrar of Titles;

and

EXHIBIT B

WHEREAS, Robert W. Fayfield, a member of the Association, has offered to acquire and donate the land described on Exhibit A attached hereto to the City for purposes of a public access to Christmas Lake; and

WHEREAS, the State is agreeable to the developing, operating and maintaining of a public water access site on the offered property, to be used for public recreational facilities, and the State, Association and City are willing to abide by the terms and conditions hereinafter set forth; and

WHEREAS, the Association is willing to give its approval to such a donation and the Commissioner is willing to dismiss the condemnation action referred to above upon the conditions hereinafter described.

NOW, THEREFORE, for and in consideration of the covenants and promises hereinafter made to be observed and performed, it is hereby agreed by the parties to this Agreement that:

1. That certain parcel of land described on Exhibit A attached hereto, located adjacent to Christmas Lake, now owned by Interstudy and to be acquired by Robert W. Fayfield pursuant to an agreement with Interstudy, will be donated on or before May 1, 1986 to the City of Shorewood for use as a public water access site to said Christmas Lake. The donation will be unconditional and irrevocable, save that it may include a right of reverter in the event the State shall enlarge this water access site or shall acquire and develop another water access site on Christmas Lake, or if an additional water access site providing access for boats not inferior to this public access

in number of parking spaces and hours of operation is developed on Christmas Lake by any other public body.

2. The public access shall contain a boat ramp and a parking area which will accommodate no more than seven (7) parking places for motor vehicles with boat trailers.

3. The public access will be planned, developed and funded by the State of Minnesota, pursuant to design plans which shall be submitted by the State to the City and the Association for review and comment. The City and the Association shall each have the right to submit written comments relative to the State's plans within 14 days of receipt of the plans. Design plans in sufficient detail to be the basis for applications for all necessary zoning variances, permits and other approvals shall be prepared and submitted by the State to the City and the Association not later than March 1, 1986. The plans shall identify any trees with a diameter of greater than four inches which are proposed to be removed pursuant to the plans and shall include to the extent possible appropriate landscape screening from adjacent properties.

4. In its planning and development of the subject water access site, the State shall have the following rights, privileges, obligations and limitations:

a. Pursuant to the plans referred to in paragraph 3 above and any necessary licenses, permits, zoning variances and approvals, the State is authorized to excavate, grade and slope where necessary, remove

brush and trees where necessary, place gravel and bituminous on the area, post signs, and do any and all other work deemed necessary to establish and construct the water access site to Christmas Lake.

- b. All costs and expenses of installation of the water access site and the roadway construction referred to in paragraph 12 below shall be borne by the State.
- c. The State shall have the right at all times to enter upon the subject premises for any purpose necessary to the performance of its lawful powers and duties.

5. The Commissioner of the Minnesota Department of Natural Resources shall, before opening the access to public use, promulgate a Commissioner's Order limiting the horsepower size of boats using the access site to 25 horsepower or less for seven (7) boating seasons only. The City shall also adopt a local ordinance necessary to effectuate such a seven (7) year limitation on horsepower size of boats using the public access.

6. During the above seven (7) year period, the City and the homeowners shall investigate and carefully consider surface water use regulations for Christmas Lake which, following the seven (7) year period, shall be equally applied to all persons using the surface water of the lake, including residents riparian to Christmas Lake.

7. If, at the end of the seven (7) year period, there has been no implementation of surface water use regulations, it is understood that the water access site shall be open to boat and motor use by the general public without restriction as to

boat or motor size.

8. The City shall be responsible for and undertake the operation, maintenance and upkeep of the premises and will keep the same in a reasonably sanitary, neat and safe condition. Further, the City shall provide for the removal of litter and any ordinary and routine maintenance needed to keep the site in a safe, sanitary and operative condition, and the City shall arrange for adequate police protection of the access site. It is the intent of the parties hereto that no risk or liability shall be incurred by the State in connection with the operation and maintenance of the access site and all such risk and liability shall be assumed by the City.

9. The access site shall be free and shall remain open to the public every day of the year, at least 16 hours a day, which shall be between the hours of 4 o'clock a.m. and 10 o'clock p.m., as determined by the City, except in emergency situations or with prior written consent of the State. The City shall have no obligation hereunder to provide snowplowing for the water access site or the roadway.

10. The State, in cooperation with the City, may post a sign informing the public that the access site is cooperatively provided by the City and the Department of Natural Resources.

11. Robert W. Fayfield, as the actual or constructive owner of the subject parcel, shall apply for and seek to obtain from the State and local units of government all necessary licenses, permits, zoning variances and any other approvals necessary to develop, construct and operate a public water

access site on the subject parcel. The parties understand that the State contemplates development of the water access site to commence no later than June 1, 1986, and therefore the City agrees to process all requests for zoning variances, subdivision and other necessary approvals as quickly as possible. The parties understand that this Agreement in no way obligates the City to grant any zoning variances or other necessary approvals, because the City must conduct the requisite public hearings on such matters and make its decisions on the basis of the evidence presented at such hearings, without prejudgment. Robert W. Fayfield agrees that if such zoning variances, subdivision and other necessary approvals have not been obtained by May 1, 1986, he will acquire and donate the land described on Exhibit A attached hereto to the State for the same purposes and under the same conditions as provided herein. In that event, the State and the City will enter into an agreement for maintenance and operation of the water access site, on the same conditions as provided herein.

12. It shall be a condition of this Agreement that adequate roadway access to the water access site be provided for the use of the public. The improved roadway shall be paved with bituminous material with a finished surface width of 20 feet, with two foot unpaved shoulders on each side. The legal description of the roadway shall be 30 feet wide from the existing frontage road of Highway 7 southerly to the south boundary of the access site described in Exhibit A; the legal

description shall locate the roadway to the west of and adjacent to the water access site to the extent possible consistent with existing grades. The roadway shall be provided pursuant to an easement to be granted to the City of Shorewood, which shall be in perpetuity and not terminable by the City of Shorewood or otherwise so long as the water access site exists, except by a process substantially similar to that necessary to vacate a public roadway. The State shall not be responsible for any costs associated with the acquisition or maintenance of the roadway, and the City shall not be responsible for any costs associated with the acquisition or construction of the roadway. The City agrees to post and maintain "no parking" signs along said roadway, Radisson Road and Christmas Lake Road in the vicinity of the public water access.

13. Upon the execution of this Agreement by all parties, and upon the execution by Interstudy of that certain formal written agreement between Interstudy, Robert W. Fayfield and the Association to provide an easement for roadway access to the public water access and upon the Association obtaining the approval of the owners of two-thirds of the number of parcels of property abutting Christmas Lake to the amendment to paragraph two and three of the covenants and restrictions contained in Interstudy's deed to its property, the State shall dismiss, without prejudice, its condemnation action. The parties hereto understand that in the event that any condition hereinabove described is breached or otherwise not fulfilled, the State may seek to condemn other land for purposes of a

public access to Christmas Lake.

14. It is not the present intention of the State to acquire land for water access on Christmas Lake in addition to that described in this Agreement. However, if the State, in the future determines that it is necessary to acquire additional land for water access on Christmas Lake, it shall notify in writing the City and the Association before acquiring such land. Within 20 days of receiving notice from the State, the City or the Association shall submit in writing to the State any objections either may have to such acquisition. The State shall make written response to the objections within 20 days after receiving such objections. If the objecting party is not satisfied with the State's response and further contests the acquisition, it may request arbitration of the issues by a three-member arbitration panel. The State shall select one arbitrator and the objecting parties shall jointly select one arbitrator and the arbitrators so selected shall select the third arbitrator. The arbitration panel shall consider the objections and the State's response and any other evidence submitted by the parties. The State may proceed with the acquisition upon a finding by the panel that:

- (1) The public health, safety and welfare would be substantially better served by the State's acquisition of the additional land; and

(2) The City or the owners of private land riparian to Christmas Lake will not be substantially adversely affected by such acquisition.

CHRISTMAS LAKE HOMEOWNERS
ASSOCIATION

By: Francis X. Fallon, Jr.
President

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By: Joseph N. Alexander
Commissioner

CITY OF SHOREWOOD

By: Robert Rascop
Robert Rascop, Mayor

By: Robert W. Fayfield

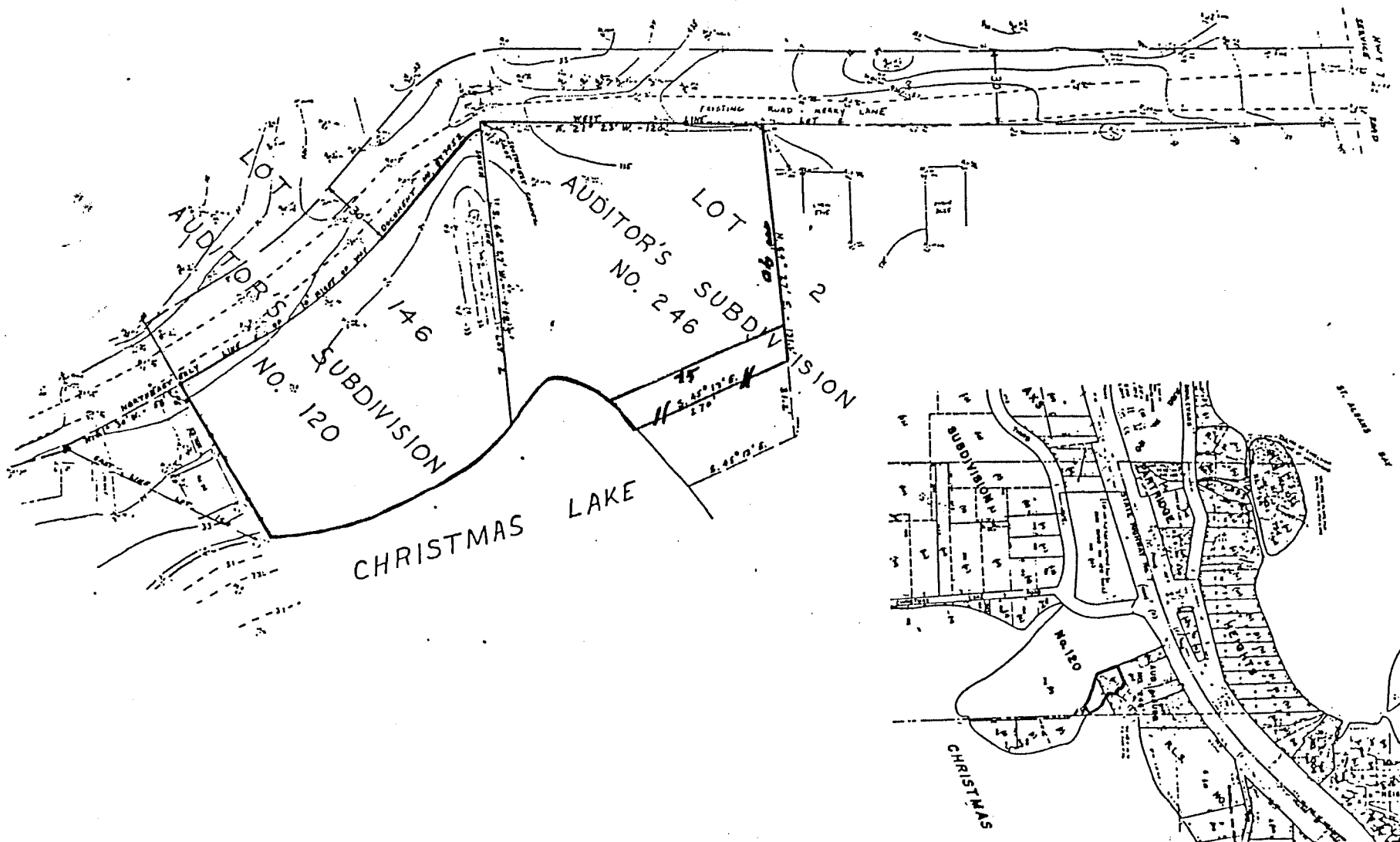
Exhibit A

Legal Description of Land to Donated

That part of Lot 2, Auditor's Subdivision Number 246 of Hennepin County, Minnesota, according to the plat thereof on file or of record in the office of the County Recorder in and for said county: Beginning at the southwest corner of said Lot 2; thence North 21 degrees 23 minutes West along the west line of said lot 120 feet to an iron stake; thence North 64 degrees 27 minutes East parallel with the south line of said lot 90 feet; thence South 45 degrees 13 minutes East 75 feet, more or less, to the water's edge of Christmas Lake; thence southerly along said water's edge to the south line of said lot; thence South 64 degrees 27 minutes West along said south line 125 feet, more or less, to the point of beginning.

ALSO:

That part of Lot 146, Auditor's Subdivision Number 120 of Hennepin County, Minnesota, according to the plat thereof on file or of record in the office of the County Recorder in and for said county, lying easterly of the northeasterly line of a certain 10 foot right of way deeded to Nels Bruce and described in deed Document No. 897952 and southerly of the south line of Lot 2, Auditor's Subdivision Number 246 of Hennepin County, Minnesota, EXCEPTING THEREFROM: Beginning at the intersection of the east line of said Lot 146 with the northeasterly line of a certain 10 foot right of way deeded to Nels Bruce and described in deed Document No. 897952; thence North 51 degrees 30 minutes West along the northeasterly line of said right of way a distance of 58 feet; thence northeasterly at right angles to said last line to the east line of said Lot 146; thence South along the east line of said lot to the point of beginning.



CITY OF SHOREWOOD

RESOLUTION NO. 15-030

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO
EXECUTE THE CHRISTMAS LAKE PUBLIC WATER ACCESS COOPERATIVE
MAINTENANCE AGREEMENT WITH THE STATE OF MINNESOTA**


WHEREAS, on January 29, 1986 the City of Shorewood, the State of Minnesota Department of Natural Resources, and the Christmas Lake Homeowners Association entered into an agreement for the operation and maintenance of the Christmas Lake Public Boat Access; and

WHEREAS, the Department of Natural Resources has requested an amendment to said agreement to clarify maintenance responsibilities between the State and the City.

BE IT RESOLVED that the Mayor and City Administrator are authorized to enter into the attached Christmas Lake Public Water Access Cooperative Maintenance Agreement with the State of Minnesota, Department of Natural Resources;

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 27th day of April, 2015.

ATTEST:



Jean Panchyshyn, City Clerk


Scott Zerby, Mayor

EXHIBIT C

Minnesota Department of Natural Resources
Division of Parks and Trails

**Guidelines for Implementation of Operational Order 113:
Preventing the Introduction and Spread of Invasive Species**

April 23, 2012



Garlic Mustard (*Alliaria petiolata*) Infestation

**The Invasive Species Operational Order 113 Discipline Guidelines for the Parks and Trails
Division, have been accepted and approved.**

Approved by: Courtland Nelson - Division Director

4/23/2012

Date

I INTRODUCTION and PURPOSE

The purpose of these guidelines is to provide Division of Parks and Trails (PAT) staff with the information needed to prevent and reduce the introduction and spread of invasive species in accordance with MNDNR Operational Order #113 - Invasive Species (http://files-intranet.dnr.state.mn.us/user_files/1920/oporder_113.pdf). These guidelines apply on PAT - administered lands and public waters; as well as to actions that PAT regulates, permits, or funds (grants). The Operational Order applies to PAT staff, contractors, volunteers, and cooperators working on DNR's behalf.

Invasive species are the second most significant threat to biodiversity in the United States, negatively affecting about half of all rare species. Invasive species can become introduced through a variety of pathways, but two of the most important are through accidental introduction during development/management activities or inadvertent introduction by our visitors during recreational activities.

The Division of Parks and Trails (PAT) administers over 300,000 acres of land containing hundreds of rare species of plants and animals as well as some of the best representations of native plant communities in the state. In addition PAT administers several grant programs, etc. totaling several million dollars annually that affect many additional acres.

General Responsibilities

Division Director, Deputy Director, Regional Managers, Regional Operations Managers, Strategic Program Managers, and District Supervisors – These individuals provide leadership regarding implementation of Operational Order # 113 and approved division guidelines. They ensure that personnel they supervise have the training, equipment and support necessary to conduct activities in ways that will prevent/reduce the introduction and spread of invasive species.

Resource Program Staff – provide technical assistance to division staff, develop training materials, help conduct/coordinate training, and assist with updating and implementing division guidelines as needed.

Project Manager – The project manager is the person who oversees the implementation of a project on site. This may be any one of a number of positions in the division, such as a Park Manager, Area Supervisor, Trail Technician, or owner's representative (such as Division of Operations Services\Facilities). It is the responsibility of the project manager to ensure the implementation of the operational order and these guidelines as they pertain to specific work activities. If the project manager is not a PAT employee, it will be important that PAT staff communicate/coordinate with the project manager to insure that the guidelines are implemented.

Invasive Species Operational Order #113 Oversight Committee - This Department committee is responsible for review of division invasive species guidelines, coordinating review and monitoring of the invasive species operational order and for maintain an Op Order 113 webpage/site on the DNR Intranet:

http://intranet.dnr.state.mn.us/eco/invasive_species/op_order_113.html

The Resource Management Program Consultant is the division's representative on this committee.

II GENERAL PROCEDURES

The practices outlined below will be carried out by Division of Parks and Trails staff as well as, outside contractors, lease holders, and grant-in-aid trail managers working on DNR land.

1. Assess each site prior to any planned action

- a. Inventory invasive species
 - i. Identify invasive species on the site and in the vicinity http://files-intranet.dnr.state.mn.us/user_files/3026/op_order_113_handbook_species_list.pdf
 - ii. Check for invasive forest pests such as oak wilt, Dutch elm disease to inform planned action. http://www.dnr.state.mn.us/treecare/forest_health/index.html
 - iii. Check if the water body being worked in is on the state list of infested waters. http://files.dnr.state.mn.us/eco/invasives/infested_waters.pdf. However, plan and conduct activities as if the water body is infested.
- b. Control and/or avoid invasive species to prevent their spread.
- c. Use the DNR's standard protocol if mapping invasive species.

2. Importing and moving of material (such as gravel, soil, mulch, plants)

- a. Minimize the import of outside materials.
- b. Stock pile and re-use material on site.
- c. Prevent establishment of invasive species in stock-piled material.
- d. Prevent the introduction of invasive species in imported material by:
 - i. Specifying certified weed free seed, gravel, topsoil, mulch etc. OR
 - ii. Inspecting and source-identifying materials that are not certified weed free, OR.
 - iii. Scraping off top 6-12" and segregating on site if a site is contaminated.
- e. Inspect and clean containers brought on site for plant parts, such as seeds and root fragments, soil and animals.
- f. Prohibit the use of non-approved firewood on Division administered lands in accordance with PAT Policy # 37
http://intranet.dnr.state.mn.us/parks_recreation/pgd/policies/approvedPolicies/approved.html.
- g. It is illegal to transport along a public highway materials/equipment containing the propagating parts of invasive species designated as noxious weeds by the MN Dept. of Agriculture without a permit (MS 18.82). A list of species identified as noxious weeds can be found at <http://www.mda.state.mn.us/plants/badplants/noxiouslist.aspx>.
- h. Re-vegetate with plants native to the area or a cover crop as appropriate, to allow native plants re-populate.

3. **Moving equipment and gear (such as heavy equipment, mowers, ATVs, tools, personal gear)**
 - a. Clean vehicles or other equipment before arriving or leaving a site.
 - b. Go to the MNDNR Intranet Operational Order 113 page http://intranet.dnr.state.mn.us/eco/invasive_species/op_order_113.html for information on equipment cleaning http://files-intranet.dnr.state.mn.us/user_files/3026/equipmentcleaning.pdf under the Educational Materials paragraph.
 - c. Locations of pressure washers: http://files-intranet.dnr.state.mn.us/user_files/3026/list_of_power_washers.pdf.
 - d. Work in un-infested sites before moving to infested sites and clean equipment with a brush or leaf blower at a minimum before moving to another site.
 - e. Stay off a site under wet conditions to minimize rutting and compaction which can cause excessive soil disturbance.
 - f. Schedule work when the ground is frozen whenever this is practical to minimize damage to native groundcover.
 - g. Minimize vegetation and soil disturbance for all activities.
 - h. Minimize the number of access points to a site.
 - i. Survey the site at the beginning of an activity and control any invasive species that may be problematic before moving in with equipment, (part of resource assessment and planning).
 - j. Avoid parking in or moving equipment through patches of invasive species.
 - k. Attempt to work in infested sites only when no seed-bearing invasive plants are present.
 - l. Use brushes to clean tools, boots and clothing in a controlled area before leaving or arriving at a site; remove loose soils and plant material.
4. **Monitor each site after development**
 - a. Monitor regularly for new outbreaks of invasive species throughout all PAT units but especially on newly developed sites or material import sites and control them in a timely manner.
 - b. Document new outbreaks for follow up treatment.

III. ADDITIONAL CONSIDERATIONS FOR SPECIFIC ACTIVITIES

Maintenance /Management Activities

Chemical treatment with an ATV, tractor or spot sprayer

- a. Follow Operational Order #59, and associated Pesticide and Pest Control Guidelines when applying herbicides.
- b. Apply treatment when effectiveness is maximized for target species.
- c. Use appropriate chemical application rate for target species.
- d. Use selective herbicides with the least soil residual activity.

Gravel application and blading

- a. Use clean, weed free material.
- b. Ensure that all equipment is clean.
- c. Check for new infestations from the seed bank.

- d. Control invasive plants in a timely manner after gravel application or blading.
- e. Map and monitor new gravel applications for potential invasive species.

Historic settings: use of non-natives and cultivated plant species in

- a. Understand the invasiveness of historic non-native species before disturbing historic sites or re- introducing these species.
- b. Do not replant highly invasive historic species.
- c. Non-invasive non-native plants/cultivated species will be preserved in the following 4 types of historic settings in PAT:
 - 1. Formally planned landscapes or at sites where the intent to have a formally developed landscape is clear.
 - 2. At abandoned town sites.
 - 3. At European cemetery sites.
 - 4. At original landscapes, such as farmsteads and home sites.

Horse camps, trails or boarding facilities feed, bedding and manure

- a. Designate areas for storage of horse feed, bedding and manure.
- b. Dispose of materials off site at a frequency, and method agreed upon by the park manager.
- c. Develop a composting system that contains invasive plant material until rendered harmless. <http://whatcom.wsu.edu/ag/compost/horsecompost2.htm>
- d. Enforce horseback riding only on designated trails and in other areas identified for horse use.

Mowing

- a. Keep repeated mowing of native vegetation to a minimum.
- b. Mow areas with invasive species during bud or early blooming stage when plants are most vulnerable.
- c. Mow two passes throughout the season on rail trails that are groomed for snowmobiling, thereby avoiding spreading weed seeds in the fall.
- d. Mow un-infested areas separate from infested areas.
- e. Set mower height so soil is not disturbed.
- f. Require contract mowing at locations such as Public Water access sites to follow the same protocol.

Planting nursery stock

- a. Obtain native plants and seeds of local origin to the greatest extent possible.
- b. Inspect potted nursery stock for invasive species hitch-hiking in potted plants.
- c. Obtain locally sourced and inspected materials if certified weed free is not available.

Prescribed burning

Control as needed invasive species which were stimulated by prescribed burning.

Pulling invasive species: mechanical or by hand

- a. Disturb soil as little as possible when pulling by hand as it may stimulate the seed bank.
- b. Pull when soil is moist so roots can be removed more easily.
- c. Bag pulled plants if they are in late blooming stage and remove from the site or burn on site in an area that does not impact native vegetation.

- d. Compost invasive species material only at a commercial composting site where high composting temperatures most likely kill seeds.
<http://whatcom.wsu.edu/ag/compost/horsecompost2.htm>

Ramp install, repair, and removal of docks, channel markers and buoys

- a. Follow General Procedures 1. A. iii. (page 3) and proceed accordingly.
- b. Store docks, buoys and channel markers on site or clean thoroughly before moving them.
- c. Implement aquatic invasive species (AIS) best management practices described in the guidebook (see link below).
http://files.dnr.state.mn.us/eco/invasives/bmp_ais_guidebook_draft_12_16_2011.pdf

Site visits by staff, non-motorized and motorized

- a. Brush off boots, especially treads and clothing, including inside cuffs before moving from one site to another.
- b. Arrive on site with a clean vehicle and clean before going to the next site.
- c. Schedule site visits, if possible, when conditions are the least damaging to natural vegetation.
- d. Schedule visits if possible when invasive species are not seed bearing.
- e. Avoid parking vehicles in infested areas.
- f. Follow the most recent decontamination protocol for White Nose Syndrome in bats when visiting caves and mines. www.fws.gov/WhiteNoseSyndrome/research
- g. Do not use felt soled waders.

Sweeping and grooming hardened surface trails

- a. Control invasive species in a timely manner so seeds are not spread by sweeping or grooming equipment.

Tree and brush removal: mechanical

- a. Work in infested sites only when invasive species are not seed bearing.
- b. Plan ahead and cut or chemically treat invasive species during rosette, bud or blooming stage.
- c. Remove invasive woody species and hazard trees first before selectively removing other species, leaving native small shrubs and herbaceous ground cover intact.
- d. Drop and scatter tops/brush within the project area, instead of building brush piles
- e. Move excessive cut material off site to biomass recycling facility, or pile woody material in already disturbed areas and make piles tall and narrow.
- f. Do not chip excess biomass into groundcover vegetation on site.

Perennially wet trails with bare soil

- a. Avoid wet areas when siting new trails.
- b. Re-route, harden or elevate the surface on existing trails/forest roads.
- c. Close the trail temporarily.

Construction Activities

- a. Use MR specifications for outside contracts, see http://files-intranet.dnr.state.mn.us/user_files/1920/oporder113_mr.pdf
- b. Consult natural resources assessment and associated project planning.

Pre-construction

- a. Identify and protect unique natural features and plant communities of the site.
- b. Identify and record invasive plants and control before starting construction.
- c. Fence off ecologically sensitive native vegetation to be protected, keep machinery off to avoid soil compaction that damages roots and limits water infiltration.
- d. Fence off trees to be protected at their drip line (extent of crown) to avoid root damage, bark damage and soil compaction.
- e. Salvage native plants from the site when feasible to replant after construction.

Construction

- a. Monitor construction process to ensure that project specifications are followed in order to avoid the spread of invasive species.
- b. Stockpile topsoil from the site and re-apply after construction. Cover or treat with herbicide if it is stored for more than one season.
- c. Specify weed free material imports, such as gravel, soil, and mulch if possible or know the source of material imports and check frequently for potential new infestations if certified weed free material is not available.
- d. Use erosion control blankets, weed free certified straw, or hydro-mulch, those materials contain no weed seeds.
- e. Re-vegetate a newly developed site with salvaged native plants from the site or obtain plants/seeds native to the area.

Visitor Activities

Recreational use can play a significant role in the spread of invasive species, year round. Due to the high number of visitors to PAT lands the division has the responsibility and opportunity to demonstrate and educate visitors regarding efforts to prevent/reduce the introduction and spread of invasive species.

- a. Increase public awareness of invasive species:
 - i. Educate visitors about each unit's (park, trail water access site) specific condition.
 - ii. Provide boot brush kiosks at walking trail accesses.
- b. Teach prevention and control BMP's at annual gatherings of user groups.
- c. Present information at fairs and outdoor equipment shows that explain the relationship between people recreating and the spread of invasive plants.
- d. Recruit volunteers to help control small infestations mechanically.
- e. Provide invasive species identification training for the Ambassador Program for OHV trails.
- f. Inform users of, and restrict use of, facilities when soils are vulnerable to disturbance during spring thaw and heavy rains.
- g. Place invasive plants alerts at trail heads and water access sites and explain how plants spread and how to control the spread.

- h. Alert users about control efforts in high use areas to avoid spread into more sensitive areas.
- i. Provide cleaning areas for recreation equipment primarily at trail heads for horseback riders, motorized users and on water access sites where feasible.
- j. Ensure that horseback riders and motorized users stay on designated trails.

IV GRANTS ADMINISTERED BY PARKS and TRAILS

Grants associated with Lands not Administered by DNR

Grants awarded by PAT will include guidance to grantees on preventing the introduction and spread of invasive species during project implementation.

Grants associated with DNR Administered Lands

- a. Grants awarded by PAT will include guidance to grantees on preventing the introduction and spread of invasive species during project implementation.
- b. Grantees will comply with Operational Order 113 division guidelines when working on DNR land.

A.3.1 Calculating Spatial Carrying Capacity

Calculating the spatial carrying capacity is an essential step in describing the recreational boating carrying capacity of a lake. This calculation will likely include use factors based on published optimum boating densities. The spatial capacity may include consideration of boat type ratios as determined from the field data of existing conditions. While many studies have suggested an optimal number of acres per boat or boat type, the estimates vary widely and often are dependent on one activity in isolation rather than in combination of other uses. Examples of published optimum boating densities are shown in Table 1.

Table A-1. Summary of Published Optimum Boating Densities

Source	Use/Type of Watercraft	Suggested Density
Ashton (1971) ¹	All combined Uses	5-11 acres/boat
Kusler (1972) ¹	Waterskiing only	40 acres/boat
	All other uses	15-20 acres/boat
Jackson <i>et al.</i> (1989) ²	Waterskiing and motor-boat	20 acres/boat
	Fishing	10 acres/boat
	Sailing, kayaking, canoeing	8 acres/boat
	All uses combined	10 acres/boat
Warren and Rea (1989)	Motorboats	9 acres/boat
	Fishing Boats	1.3 acres/boat
	Sailboats	4.3 acres/boat
	Canoes/Kayaks	1.3 acres/boat
	Waterskiing	12 acres/boat
Wagner (1991) ¹	All boating activities	25 acres/boat
Warbach <i>et al.</i> (1994) ¹	All motorized uses	30 acres/boat
National Recreation and Park Association (NRPA) ²	All boating activities	4 acres/boat
Bureau of Outdoor Recreation (BOR) ²	All boating activities	9 acres/boat
Arizona Outdoor Recreation Coordination Commission ²	All boating activities	10-20 acres/boat
Wisconsin Comprehensive Plan ²	All boating activities	20-40 acres/boat
Louisiana Parks and Recreation Commission ²	All boating activities	20-40 acres/boat
Olvany and Pitchford (2010)	All boating activities	15-20 acres/boat

¹Found in Doshi 2006

²Found in Bosley 2005

In a study of carrying capacity and lake user attitudes for three lakes in Oakland County, Michigan, Ashton (1971) identified optimum boating density ranges of 5 to 9 acres per boat, 4 to 9 acres per boat, and 6 to 11 acres per boat depending on the specific lake. Jackson *et al.* (1989) studied three lakes in north-central Saskatchewan and identified different boat densities depending on the type of boat (see Table 1). Jackson *et al.* (1989) assumed an average of 10 acres per boat for acceptable safe boating. These conclusions were value judgements based solely on field observations, and the authors note that such findings are not readily transferable to other lakes. Furthermore, Jackson *et al.* (1989) state that carrying capacity values for other lakes should be calculated based upon the “morphology of a lake,

cultural tolerances of density, and safety considerations of the manner in which water-oriented recreation activities are carried out.” Wagner (1991) reported that, based on the viewpoints of many boaters, one boat per 25 acres of water surface is considered sufficient for all recreational boating activities (racing, fishing, skiing). Racers and water skiers feel restricted at less than 10 acres per boat and nearly all motorized watercraft users feel crowded at less than 5 acres per boat. Warbach *et al.* (1994), concluded that approximately 30 acres per motorboat (greater than five horsepower) is an appropriate boat density.

Olvany and Pitchford (2010) completed a study on Canandaigua Lake which included a field survey to determine existing peak boat densities followed by development of a lake-specific carrying capacity using four methodologies. The final recommendation was a carrying capacity range of 15-20 acres/boat. Each of the four methodologies used to arrive at this recommendation is described below.

- **Carrying Capacity Analysis & Ordinances Providing Lake Access Regulations:** This model for developing a carrying capacity was developed in Michigan and uses a scoring matrix that accounts for various characteristics of inland lakes. Scores for each characteristic fall under either a less restrictive or more restrictive carrying capacity. The differences in sums of the less restrictive and more restrictive categories is used to calculate overall carrying capacity. Characteristics considered include a lake shape factor, bottom soil type, and percentage of shoreline development. For Canandaigua Lake, the analysis resulted in a total carrying capacity of 38 acres per boat.
- **Weighted Average Approach:** This approach utilized suggested carrying capacities from the literature by boat type as applied to the observed percentages of boats by type that were on the lake during peak day field observations. For Canandaigua Lake, this method resulted in an overall density of 12.6 to 16.8 acres/boat.
- **Proportion of High-Speed Watercraft Approach:** This approach used the percentage of high-speed watercraft from field observations in the equation: $\text{Carrying Capacity (in acres per boat)} = 10 + 5 * (\text{proportion of high-speed watercraft})$. This approach resulted in a suggested carrying capacity of 13.5 acres/boat for this lake.
- **Water and Land Recreation Opportunity Spectrum (WALROS):** The WALROS approach was applied to Canandaigua Lake and resulted in a classification in the mid-range of the spectrum. Therefore, the resulting carrying capacity identified from this approach was 15 to 35 acres per boat. The WALROS approach is explained in detail later in this document.

Another method for estimating lake-specific, optimal, spatial carrying capacity involves multiplying zone-specific boat type ratios collected during field studies by published optimum boating densities. This approach was utilized in a carrying capacity study completed on Deep Creek Lake in Maryland (ERM, Inc. 2004). This study utilized the optimum boating densities proposed by Warren and Rea (1989) (shown in Table 1). The results of this study are summarized in Figure 3.

Type of Watercraft	Use Factor	% Boat Use by Zone		
		North	Central	South
Motorboats -	9.0 acres per boat	59.8%	59.5%	50.3%
Boat fishing -	1.3 acres per boat	32.2%	32.0%	27.0%
Sailboats -	4.3 acres per boat	0.4%	2.1%	15.4%
Canoes/kayaks -	1.3 acres per boat	0.0%	1.0%	0.3%
Waterskiing boats -	12.0 acres per boat	7.6%	5.4%	7.0%

Figure A-3. Deep Creek Lake Boat Use by Zone

The final carrying capacity calculation for each lake zone takes into consideration the zone's useable surface area, boating use mix, and watercraft use factor (density). Warren and Rea (1989) have developed a set of equations that first divide each zone's usable acreage by the use factor to determine the maximum number of boats by boat type to give a number of boats that should use that zone at any one time. The maximum number of boats is then weighted by the zone-specific percentage of boat use (per spatial analysis) to determine the estimated carrying capacity by boat type.

Similar calculations would be completed for each boat type and lake zone. Summations would be made to determine total lake-wide optimal physical boating density. Optimal spatial carrying capacity estimates are often compared with suggested boating densities determined by the WALROS classification for the specific lake as a means of validating assumptions.

A.3.2 Calculating Social Carrying Capacity

There are no precise standards for determining social carrying capacity. Warren and Rea (1989) suggest that once 33-percent of respondents to photo simulations indicate that the pictured use level is sufficiently high to discourage boating, the carrying capacity has been reached. A study completed in 2004 (ERM, Inc.) suggests that social carrying capacity limits are reached when mean crowding ratings approach 5 on a 9-point Likert scale and over 40 percent of boaters report experiencing moderate to high crowding levels.

Setting appropriate thresholds involves an understanding of the specific lake context and characteristics, user mix, and perhaps use history. Local focus groups might be helpful in identifying lake appropriate thresholds for social carrying capacity.

A.3.3 WALROS

As described above for the Canandaigua Lake study, one approach to evaluating capacity is through the application of the WALROS to a specific lake to describe the lake setting and context. WALROS was developed by the U.S. Department of the Interior, Bureau of Reclamation (2011) and is used to classify recreational opportunities systematically in order to determine appropriate management strategies. The six WALROS classes range across a spectrum of urban, suburban, rural developed, rural natural, semi-primitive, and primitive recreation opportunities. The combination of lake specific (or lake zone-specific) recreation activities, settings, experiences, and benefits define each of these classes. Table 2 provides an overview of the physical, social, and managerial attributes used to differentiate the six WALROS classes.

Table A-2. Attributes Used to Differentiate WALROS Classes

Physical Attributes	Social Attributes	Managerial Attributes
Degree of major development Distance from major development Degree of natural resource modification Sense of closeness to a community Degree that natural ambiance dominates the area	Degree of visitor presence Degree of visitor concentration Degree of recreation diversity Degree of solitude and remoteness Degree of non-recreational activity	Degree of management structures Distance to developed recreation facilities and services Distance to developed public access facilities Frequency of seeing management personnel

The system is aimed at balancing recreational opportunities with the goals of the community while providing planners and managers with a framework and procedures for making decisions that conserve a spectrum of high quality recreational opportunities. Tables 3 and 4 are from the WALROS User's Handbook and illustrate the proposed range of reasonable boating capacities based on classification of an area according to the WALROS system (US Bureau of Reclamation 2011).

Table A-3. WALROS Range of Suggested Boating Capacity by Class

WALROS Class	Range of Boating Coefficients	
	Low End of Range	High End of Range
Urban	1 acre/boat	10 acres/boat
Suburban	10 acres/boat	20 acres/boat
Rural Developed	20 acres/boat	50 acres/boat
Rural Natural	50 acres/boat	110 acres/boat
Semi-Primitive	110 acres/boat	480 acres/boat
Primitive	480 acres/boat	3,200 acres/boat

WALROS is an extremely useful tool for conducting complex recreation studies. It provides a template for establishing the physical, social, and managerial attributes of a study area—conducting recreation area and facility inventories—quantifying and mapping the current supply of recreation opportunities—establishing recreation-related carrying capacities—and analyzing potential impacts associated with various alternatives (CDM Smith 2012).

The exercise of evaluating a lake or lake zones by the WALROS categories helps managers understand the context in which users experience the lake. The classification system helps to explain differences in user perceptions between lakes and may illuminate how lake zones on a large lakes vary from each other.

Table A-2. WA22 OS Boating Capacity Range Decision Tool from WA22 OS

The purposes of this decision tool are to help ensure that managers consider important factors affecting boating capacity and to help document the reasoned analysis used in making a boating capacity decision. For each WROS zone, consider the following factors that may affect boating capacity. *Circle the descriptor that best matches the situation.* The preponderance of the answers will indicate which part of the capacity range may be more reasonable.

Typical size of boats	<15 feet	16 to 25 feet	>25 feet
Typical speed of boats	<10 mph	10 to 25 feet	>25 feet
Diversity of boating: 1. different types of boats 2. different size of boats 3. different speed of boats	low low low	moderate moderate moderate	high high high
Boater visitation pattern	simple/ predictable	moderate	complex/ unpredictable
Level of boater stewardship/ civility/respect for resource and others visitors	high	moderate	low
Shoreline configuration	simple/ circular	moderate	complex/ meandering
Boater destination or pass-through area	pass-through corridor/in-transit	mixed	destination area/overnight area
Extent of sensitive resources/ potential for impact	low	medium	high
Compatibility with adjacent recreation/non-recreation land uses	high	moderate	low
Islands/shallows/hazards	infrequent	occasional	frequent
Historic public safety record/ accidents/complaints/conflicts	infrequent	occasional	frequent
Level of boater management/rules/ information/education/compliance	high	moderate	low
Other factors:			
Suggested capacity range	lower end (more boats)	mid-range	higher end (fewer boats)

A.4 Utilizing Results

The final step in evaluation of carrying capacity involves comparing the calculated boating carrying capacity to the actual use or current boat density. Based on the difference between the existing condition and the estimated range of desired conditions, management goals and procedures may be adjusted. In addition, projected future conditions can be compared to the calculated optimal carrying capacity as a way to evaluate alternative management plans.

Management actions could be taken to adjust the existing, or projected future, conditions to bring user densities closer to the estimated optimal carrying capacity condition. Such actions could include continued monitoring, expansion or reduction of recreational facilities such as marinas, parking lots, private boat docks, or boat launches, restrictions on speed and horsepower, or increased water patrol and law enforcement. Some studies have also analyzed the effects of future growth, taking into account population projections and expansion plans to estimate future lake use conditions (Bosley 2005).

A study conducted in Michigan by Progressive AE (2001), suggests activities for curtailing use of lakes in cases where capacity is limited or met. Management activities specific to boaters may include watercraft control ordinances such as boating speed limits, establishment of wake controls, and curfew hours on high-speed boating activities. Limitations on renewal and expansion of marina facilities, restrictions on road-end use as public access facilities, and increased dissemination of information regarding boating laws coupled with aggressive enforcement can all be utilized to curtail future increases in use.

No single optimal carrying capacity standard will satisfy all lake users in all situations, as users will have different perspectives on what constitutes crowding. In addition, each lake is unique and identification of an overall optimum recreational boating capacity should take into account site-specific attributes. The future projected conditions must also be evaluated to incorporate potential ecological, facility, and spatial impacts, as well as user perspectives and opinions. The demand for various activities and the condition of the lake must be considered to set realistic goals and standards. Each component can be weighted based on overall project goals and objectives to determine an overall recreational boating carrying capacity.

Table 7: Summary of Published Optimum Boating Densities

Source	Boating Uses	Suggested Density
Ashton (1971) ²⁷	All uses combined in Cass Lake	5 to 9 acres/boat
	All uses combined in Orchard Lake	4 to 9 acres/boat
	All uses combined in Union Lake	6 to 11 acres/boat
Kusler (1972) ²⁸	Waterskiing combined with all other uses	40 acres/boat
	Waterskiing only	20 acres/boat
	Coordinated waterskiing	15 acres/boat
Jaakson <i>et al.</i> (1989) ²⁹	Waterskiing and motorboat cruising	20 acres/boat
	Fishing	10 acres/boat
	Canoeing, kayaking, sailing	8 acres/boat
	All uses combined	10 acres/boat
Wagner (1991) ³⁰	All boating activities	25 acres/boat
Warbach <i>et al.</i> (1994) ³¹	All motorized (>5 HP) uses	30 acres/boat

Source: Progressive Architecture Engineering, 2001³²

²⁷ Ashton, P.G. 1971. Recreational boating carrying capacity: A preliminary study of three heavily used lakes in southeastern Michigan. Doctoral Thesis, Department of Resource Development, Michigan State University.

²⁸ See Footnote #14 (pg. 7).

²⁹ See Footnote #17 (pg. 9).

³⁰ See Footnote #6 (pg. 4).

³¹ Warbach, J.D., M.A. Wyckoff, G.E. Fisher, P. Johnson and G. Gruenwald. 1994. Regulating keyhole development: Carrying capacity analysis and ordinances providing lake access regulations. Planning and Zoning Center, Inc.

³² See Footnote #24 (pg. 12).

High-volume day analyses

Launch counts

Launches/day	2019 Count	2020 Count
20		3
22		1
23	1	1
24	2	2
25	2	1
26	3	
27		1
35		1
Total	8	10
Weighted average	25	24

Notes:

2019 data reflects **8** specific days that were the highest of the season with between 23 and 26 launches/day.

All dates were on Saturdays and Sundays. **These 8 days represent 21% of the total launches in 2019.**

2020 data reflect **10** specific days that were the highest of the season with between 20 and 35 launches/day.

All dates were on weekends plus one Friday. **These 10 days represent 20% of the total launches in 2020.**

Afternoon loading

Launches/day	2019 Count
20	
22	
23	1
24	2
25	2
26	3
27	
35	
Total	8

44% Removal by noon

2019			
AM Launches	AM Removals	PM Launches	PM Load
8	-4	15	19
8	-4	16	20
9	-4	16	21
9	-4	17	22

Weighted average 21

Launches/day	2020 Count
20	3
22	1
23	1
24	2
25	1
26	
27	1
35	1
Total	10

37%

2020			
AM Launches	AM Removals	PM Launches	PM Load
7	-3	13	20
8	-3	14	22
8	-3	15	23
8	-3	16	24
9	-3	16	25
9	-4	18	27
12	-5	23	35

Weighted average 24

Notes:

Boaters come and go at various times during the day, but they generally like to be on the lake at the best times of the day.

This data shows afternoon and evening loading of 21 and 24 watercraft in 2019 and 2020, far outpacing the available park

High-volume day analyses

Mix of watercraft launched by time of day

	2019 Hi-Volume Launches				2019 Hi-Volume Launch Percentages		
	AM	PM	Total		AM	PM	Total
Canoe/Kayak	17	16	33		24%	12%	17%
Fishing	32	46	78		46%	36%	39%
PWC	0	10	10		0%	8%	5%
Pontoon	0	8	8		0%	6%	4%
V-hull w/o ballast	18	43	61		26%	33%	31%
Ballast boat	2	4	6		3%	3%	3%
Other	1	2	3		1%	2%	2%
	70	129	199		100%	100%	100%
Mix	35%	65%					

	2020 Hi-Volume Launches				2020 Hi-Volume Launch Percentages		
	AM	PM	Total		AM	PM	Total
Canoe/Kayak	24	13	37		34%	10%	19%
Fishing	32	54	86		46%	42%	43%
PWC	5	6	11		7%	5%	6%
Pontoon	6	4	10		9%	3%	5%
V-hull w/o ballast	31	50	81		44%	39%	41%
Ballast boat	2	9	11		3%	7%	6%
Other	1	3	4		1%	2%	2%
	101	139	240		144%	108%	121%
Mix	42%	58%					

Notes:

The mix of watercraft launching on high-volume days is consistent from year to year

DNR inspection reporting doesn't differentiate between wakeboats and surf boats, they are lumped together as "ballast boat"

Morning launches are predominantly Canoe/Kayak, Fishing Boats, and V-hull runabouts.

Afternoon launches are predominantly Fishing Boats and V-hull runabouts

Canoe/kayak'ers are generally short duration users

Assuming 2019 is a typical year, 44% of morning launched watercraft are removed by noon.

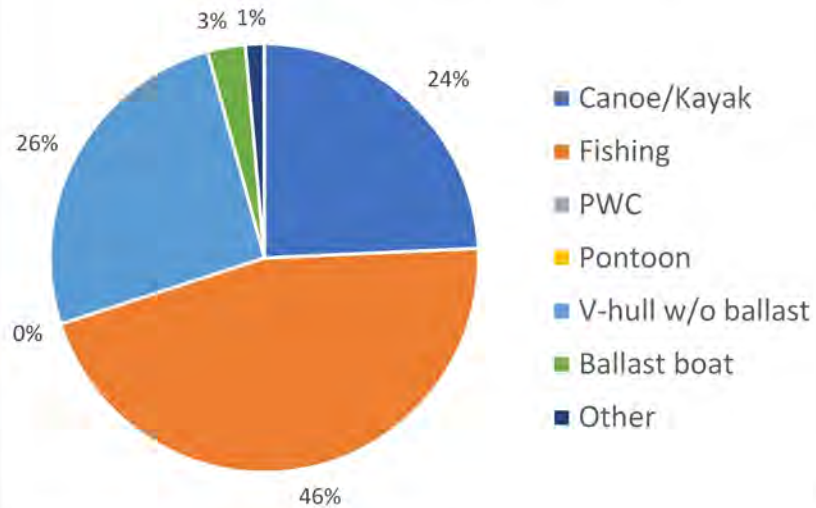
Interesting COVID effects in 2020:

Morning fishing percentages went down due to an increase in PWC's, pontoons, and V-hull

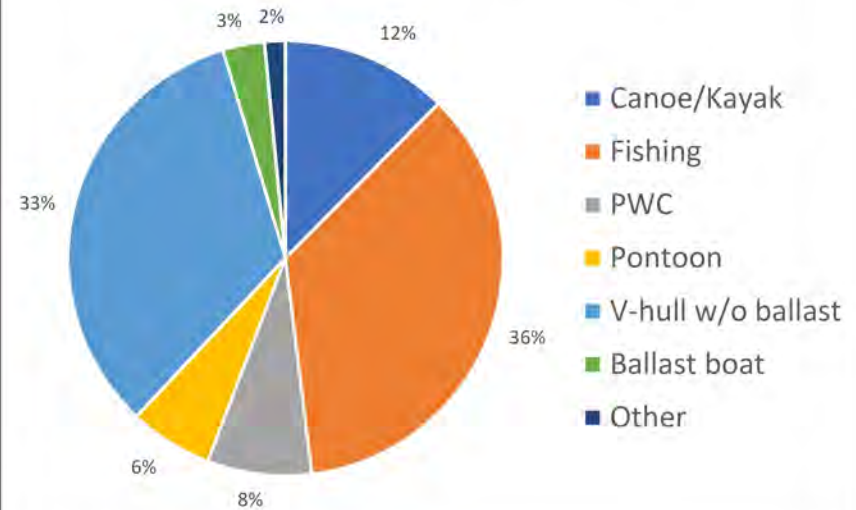
Ballast boat launches nearly doubled with biggest increase in the afternoon

Launches throughout 2020 were higher than previous years

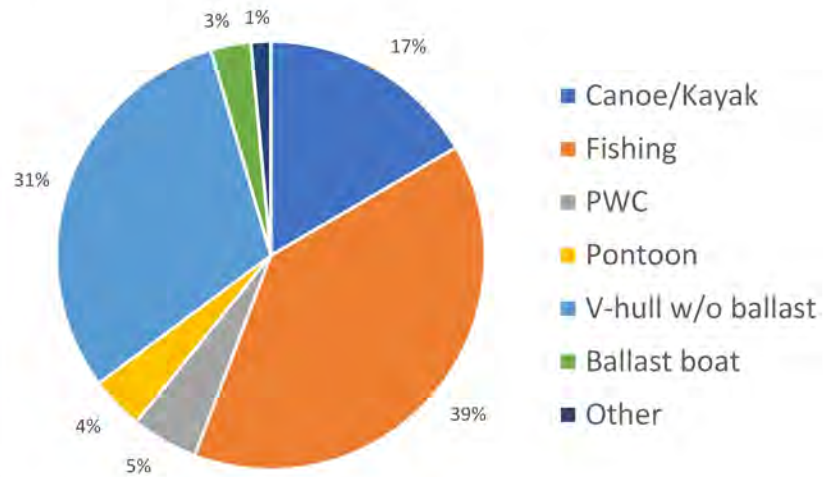
2019 High-Volume Days - AM Launches



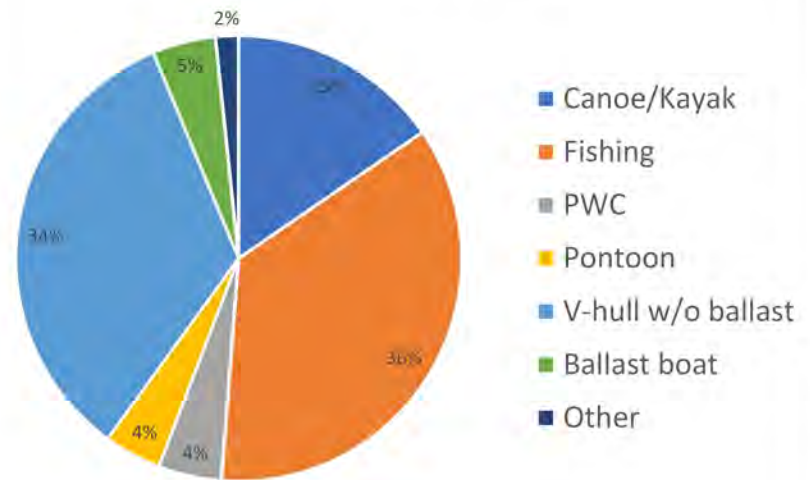
2019 High-Volume Days - PM Launches



2019 High-Volume Days



2020 High-Volume Days



RefNo	Lot	LName	FName	Address	Pontoon	Wake	Surf	Ski	Deck	Other motor	Jetski	Sail	Canoe	Kayak	SUP
Total					48	7	8	35	6	33	13	8	10	74	77
1		Ryan	Sandy	1009 Holly Ln	1										2
2		Pinckney	David	1085 Holly Ln											
3		Gavin	Anne & Patrick	1035 Holly Ln	1										4
4		Ware	Elise	6275 Powers Blvd	1										
5		Hawkinson	Christine Haissig &	6370 Pleasant View				1							
6		Green	Jim & Chris	6380 Pleasant View											
7		Odom	John & Barb	6390 Pleasant View											
8		Novaczyk	Todd & Sherry	6371 Pleasant View	1			1							
9		Beddor	David & Robin	1050 Pleasant View			1								
10		Beddor	Tony Kunda and	890 Pleasant View											
11		Beddor	Gail Dorn & Steve	1010 Pleasant View				1			2				2
12		Beddor	Marilyn	910 Pleasant View					1						
13		Beddor	Tony Kunda and	860 Pleasant View						1				1	
14		Szalapski	Ed & Victoria	850 Pleasant View	1			1						2	2
15		Gullickson	Mike & Kathy	830 Pleasant View	1			1							
17		Mason	Ron & Janice	800 Pleasant View	1										2
18		Schultz	Peter & Cindy	790 Pleasant View	1								1	1	2
19		Feltl	John & Jennifer	6290 Ridge Rd		1							1	1	
20		Fess	Deanne Sheeley &	6280 Ridge Rd	1					1	1				1
21		Szalapski	Vanessa	6270 Ridge Rd	1										
22		Wetzel	Joni	6260 Ridge Rd						1					
23		Beck	Christophe & Nadine	6250 Ridge Rd		1									
24		Sprenger	Gordon & Dee	6244 Ridge Rd	1					1	1			2	
25		Midthun	Steve & Mary	6225 Ridge Rd				1			1				2
26		Cunningham	William	6240 Ridge Rd	1									1	1
27		Meyer	Karen	6230 Ridge Rd				1							
28		Edwards	Mary	6170 Ridge Rd				1							
29		Ofstehage	Al & Gail	6140 Ridge Rd				1						1	
30		McGinn	Andy & Ann	6110 Ridge Rd											
31		Swirtz	Greg & Molly	6090 Ridge Rd				1			1			1	2
32		Larson	Al & Carol	6060 Ridge Rd											
33		Meiusi	Dan & Rhondi	6050 Ridge Rd				1						4	2
34		Erickson	Todd & Judy	6030 Ridge Rd				1						1	
35		Stinchfield	Dean & Lisa	6010 Ridge Rd				1		1					2
36		Larson	Gary	5980 Ridge Rd				1		1				1	1
37		Link	David & Susan	5975 Ridge Rd										2	
38		Schultz	Dave & Peg	5950 Ridge Rd	1		1								2
39		Mason	Martha	5920 Ridge Rd	1					1		1			2
40		Utz	Bill & Maureen	5890 Ridge Rd				1							
41		Smith	Red & Carol	5860 Ridge Rd	1										1
42		Zaetta	Christopher & Deneen	5840 Ridge Rd						1			1		
43		Zinn	Carl & Ali	5820 Ridge Rd		1				1				2	2
44		Mauer	Helmut & Jane	5810 Ridge Rd											
45		Meyer	Christopher and Sarah	5770 Ridge Rd			1			1					
46		Ulvestad	Rolf & Nancy	5730 Ridge Rd	1									2	
47		Hoyt	Mr & Mrs Richard	5710 Ridge Rd	1					1				1	
48		Vance	Karen	5690 Ridge Rd				1							2
49		Hauser	Kathleen Schillo &	5640 Covington Rd		1				1					
50		Fagerlee	David & Dawn	5630 Covington Rd			1							2	2
51		Tilton	Louis & Linda	5620 Covington Rd	1			1							
52		Wallace	Robert & Sally	5610 Covington Rd	1										2

RefNo	Lot11	LName	FName	Address	Pontoon	Wake	Surf	Ski	Deck	Other motor	Jetski	Sail	Canoe	Kayak	SUP
53		Saunders	John & Mary	5600 Covington Rd				1		1	1				
54		Viragh	Amanda	5570 Covington Rd											2
55		McCleary	Carol	5480 Carrie Ln				1							
56	11	McCleary	Carol	5480 Carrie Ln											
57	11	Berchild	Steve & Jessi	20435 Radisson Inn											
58		Newhouse	Eric & Barbara	20445 Radisson Inn											
59	11	Downs	Paula Callies & David	20465 Radisson Inn											
60		Friendly	Ian & Carol	5590 Shore Rd					1		1				
61		Shaw	Tad and Mary	5580 Shore Rd	1										2
62		Cossette	Paul and Suzanne	5570 Shore Rd						1		1		2	1
63		Hayes	Joe & Kris	5560 Shore Rd					1						
64		Tietz	Resthaven LLC - Nancy	5550 Shore Rd											
65	11	Joyce	Anne	20505 Radisson Inn								2		3	
66	11	Duran	Sally	20485 Radisson Inn											
68	11	Maxwell	Sherry	20480 Radisson Inn											
69	11	Watz	William Hittler and	20525 Radisson Inn	1	LOT 11			1						
70	11	Krebs	Nancy Wellner & Gary	20555 Radisson Inn											
71	11	Wille	Michael & Leslie	20545 Radisson Inn											
72	11	Cohen	Mike & Janet	20640 Radisson Inn											
73		Aubrecht	Paul & Patrice	20575 Radisson Inn											
74		Peterson	Aaron & Nicola	20595 Radisson Inn	1			1							2
75		Ray	Jon & Becky	20625 Radisson Inn						2					1
76		Sasman	Tom & Pam	20645 Radisson Inn	1									1	2
77		Jordan	Jeanna Witzig & Mary	20665 Radisson Inn					1						
78		Punke	Doug & Sheila	20695 Radisson Inn	1			1						2	2
79	11	Seifert	J. Paul & Carol	5515 Radisson											
80	11	Hastings	Ms Elaine M	5495 Radisson											
81	11	Nichols	Todd & Melissa	20780 Radisson Inn											
82		Hermann	Jo	20765 Radisson Inn										2	
83		Eggert	Charlie & Katie	20725 Radisson Inn						1			1		
84		Kelly	Tom & Vivi-Anne	5595 Christmas Lake				1							
85		Lindholm	Steve & Mary Jane	5625 Christmas Lake		1					1			1	1
86		Camsari	Ulas	5635 Christmas Lake						1					
87		Starkey	Robert & Tamara	5655 Christmas Lake						1	1			3	3
88		Johnson	Fred & Ellen	5695 Christmas Lake	1									1	
89		Peterson	Gregg	5745 Christmas Lake											
90		Cronin	Maureen Sullivan &	5790 Christmas Lake						1		1			2
91		Kowalsky	Mr & Mrs Richard	5740 Christmas Lake											
92		Hawk	Martin & Kerri	5680 Christmas Lake	1			1							
93		Rainey	Tim & Julie	5660 Christmas Lake	1			1							
94		Newhouse	Sandy	5640 Christmas Lake	1						1			1	1
95		Feeney	Mike & Patty	5630 Christmas Lake						1				2	
96		Heldt	Todd and Dana	5620 Christmas Lake		1									
97		McClelland	Collin & Kathryn	5590 Christmas Lake						1				2	
98		Ocampo	Francisco & Alicia	20845 Radisson Inn											
99		Hung	John	20885 Radisson Inn											
100		Urdahl	Mark & Catherine	20915 Radisson Inn	1										1
101		Rogers	Kelly	20960 Radisson Inn											
102		Peterson	Allen & Corrine	20945 Radisson Inn	1			1					1	1	
103		Gerberich	William & Susan	21035 Radisson Inn											
104		Wegner	Mr & Mrs Roy	21055 Radisson Inn											
105		Eilertson	Cynthia Huntington &	21075 Radisson Inn	1					1				1	

RefNo	Lot11	LName	FName	Address	Pontoon	Wake	Surf	Ski	Deck	Other motor	Jetski	Sail	Canoe	Kayak	SUP
106		Kessel	Glenn	21095 Radisson Inn				1			1				
107		Noonan	Daniel & Lucinda	21115 Radisson Inn									2		
108		Larson	Al & Jennifer	21125 Radisson Inn				1		1				2	
109		Magney	Mark & Tammy	21195 Radisson Inn						1		1		2	2
110		Olson	Scott	21235 Radisson Inn											
111		Lehman	Peter & Marie	21265 Radisson Inn	1					1					
112		Norberg	Roger & Susan	5755 Merry Ln				1		2				2	2
113		Anderson	David & Whitney	5725 Merry Ln	1									1	
114		Frankenfield	Greg & Marissa	5750 Merry Ln	1		1								
115		Dietz	William & Teena	5720 Merry Ln											
116		Pettit	Thomas and Annebet	5695 Merry Ln		1								2	
117		Starkey	Ken & Brenda	5690 Merry Ln						1				3	2
118		Koosmann	Tom	5660 Merry Ln											
119		Hanson	Julie Mehr & Steven	5710 Christmas Lake						1					
120		Aretz	Joseph & Kathleen	5730 Christmas Lake											
121		Martin	Steve & Roxanne	5750 Christmas Lake										2	
122		Swenson	Todd & Jae	5760 Christmas Lake	1					1				1	
123		Johnson	Whitney	5780 Christmas Lake				1							
124		Squires	Stuart & Carolyn	5800 Christmas Lake					1						
125		Benson	Bruce & Susan	5820 Christmas Lake	1										
126		Bragg	Kurt and Molly	5810 Christmas Lake	1		1								2
127		Brown	Leesa	5830 Christmas Lake						1					2
128		Danser	Jean Cary & George	5840 Christmas Lake	1								1		
129		Pierro	Renee	5880 Christmas Lake											
130		Lambert	Brian & Katherine	5860 Christmas Lake									2		
131		Crawford	John & Melissa	5885 Christmas Lake	1		1							2	1
132		Graczyk	Katie	5915 Christmas Lake			1								
133		MacKay	Harvey & Carol Ann	5925 Christmas Lake				1							
134		Rossberg	Carol	5935 Christmas Lake	1									2	
135		Newhouse	John & Margrette	5945 Christmas Lake	1			1		1					
136		Fayfield	Robert & Mary	5955 Christmas Lake	1										
137		Fayfield	Robert & Mary	6005 Christmas Lake											
138		Fayfield	Robert & Mary	21200 Christmas Ln											
139		Nazarian	Richard & Wendy	21115 Christmas Ln	1			1						1	2
140		Shneider	Joe	21125 Christmas Ln	1			1				1		1	2
141		Hayes	Tom & Sheila	21135 Christmas Ln	1							1		2	2
142		Elliott	Gregg & Diane	1050 Holly Ln	1			1			1			2	2
143		Fields	Dan and Joni	1010 Holly Ln	1			1						2	

**CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

ORDINANCE NO. 57_

**AN ORDINANCE ESTABLISHING SECTION 902.05, SUBDIVISION 4 OF THE CITY
CODE OF ORDINANCES, ESTABLISHING REGULATIONS FOR THE CHRISTMAS
LAKE BOAT LANDING AND ADJACENT PARKING LOT**

The City Council of the City of Shorewood ordains as follows:

902.05, Subd. 4. Christmas Lake Boat Landing.

- a. The Christmas Lake boat landing/public access and parking lot (the “Christmas Lake Landing” or the “Landing”) shall be considered a city recreation area, and subject to the general rules and regulations of city park and recreation areas.
- b. Boats launched from City property, including the Christmas Lake Landing must meet all applicable federal, state, and local laws and regulations.
- c. No person shall leave, store, abandon, or otherwise cause to remain any fish house, shelter, dark house, boat, trailer overnight in the Christmas Lake landing area, except as permitted in Section g, or by permission from the City of Shorewood.
- d. Parking is prohibited except in designated parking spaces, except during launching and removal of the watercraft from the water, and except while watercraft or trailers are being inspected or decontaminated for aquatic invasive species.
- e. Vehicles may only enter the Christmas Lake landing area if there is a designated parking spot then available in the landing area for the vehicle, or the vehicle and its trailer if the vehicle is towing a trailer. Vehicles without a trailer must first park in a spot intended for vehicles without trailers, if one is available, though they may park in a parking spot intended for vehicles with trailers, if none are available.
- f. All vehicles and trailers must park at the landing in a manner that does not obstruct the equipment used to inspect or decontaminate watercraft or trailers for aquatic invasive species or disrupt or make unreasonably difficult the ability to inspect or decontaminate watercraft or trailers, or the ability to launch or retrieve watercraft.
- g. Nothing in this ordinance prevents or limits the ability to use, store or leave at the Christmas Lake Landing trailers, mats or other equipment used to inspect or decontaminate boats or trailers for aquatic invasive species at the landing.
- h. All bait disposed of at the Christmas Lake landing shall be disposed of in a manner that complies with all State of Minnesota laws and regulations.

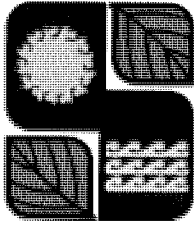
Effective Date. This ordinance shall be effective upon its adoption and publication.

Passed this ____ day of _____, 2022.

ATTEST

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



CITY OF SHOREWOOD

5755 Country Club Road • Shorewood, Minnesota 55331
952-960-7900 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

To: Park Commission
From: Twila Grout, Park & Rec Director
Meeting Date: February 8, 2022
Re: Review and Discuss Donation for a Bench at Freeman Park
Attachments: Map
Bench 118
Victory Bench

Park Chair Hirner met with Charles Babcock, resident of Shorewood, who would like to donate a bench at Freeman Park. Chair Hirner will go over the information that he received from Mr. Babcock.

Mr. Babcock would like to have a bench placed at one of the two areas shown on the map that is attached. The two circles on the map are the two areas. Also, attached is a photo of Bench 118 that Mr. Babcock would like to donate, and the other photo is the bench that the city orders and places within the parks when someone wants to donate a bench.

Public Works Director approved the site but mentioned that it should be a concrete slab to place the bench on. For a six-foot bench and concrete slab in 2019 the donor paid \$1500.

The Park Commission will need to determine if they would like to have the bench that Mr. Babcock would like to donate or if the bench will have to be like the ones that are placed within the parks. Also, the Park Commission will need to decide which location they would like the bench placed.

Staff would have to contact contractors for quotes on the concrete slab and notify the donor of the cost of the concrete slab.

As the Commission is aware, the City is currently working with Three Rivers Park District to construct a Trail head at Freeman Park which will affect the trail alignment and the area in question. Should the Commission recommend accepting the donation, staff recommends that the concrete slab and bench be installed after the trailhead project is completed with that project to avoid any situation where the bench and slab would need to be moved again later.

If approved by the Park Commission, the request will go to City Council for approval at their February 28 meeting.

Highway #7

PARKING

BALL FIELD

PARKING

BALL FIELD

7th
HILL



f (800) 598-4018

USER LOGIN

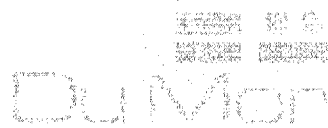
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BENCH 118

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Bench 118

PLAQUE

Victory Benches

★★★★★ 3 Reviews

Parent SKU: KBN-33

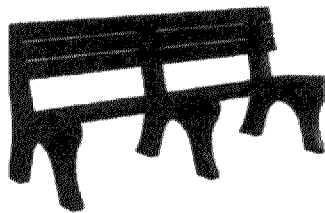
\$598.85

See Quantity Pricing Below

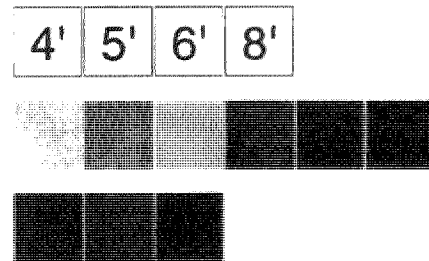
Economical recycled plastic bench comes with a 50-year guarantee.

- Seat/Back: Recycled plastic
- Seat Length Options: 4 ft., 5 ft., 6 ft. or 8 ft.
- Frame: Recycled plastic

[\[Read More...\]](#)



6' cedar recycled plastic bench without arms



**Buy 6 for \$548.85 each
and save 9%**

Usually Ships In 2-3 Weeks

Description Specifications Product Documentation

SKU	ABC1115	ABC1120	ABC1125	ABC1130
Model Name	4' Bench	5' Bench	6' Bench	8' Bench
Back	With Back	With Back	With Back	With Back
Material	Recycled Plastic	Recycled Plastic	Recycled Plastic	Recycled Plastic
Mount Type	Portable/Surface Mount	Portable/Surface Mount	Portable/Surface Mount	Portable/Surface Mount
Arms	No Arms	No Arms	No Arms	No Arms
Length	48"	60"	72"	96"



CITY OF SHOREWOOD

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To: Parks Commission

From: Marie Darling - Planning Director

Meeting Date: February 8, 2022

Re: Future of South Shore Park

Attachment: 2022 CIP

At a previous meeting, the Commission asked staff to bring this discussion back to a future meeting to begin talking about the redevelopment.

The CIP includes master planning the park in 2024 and constructing the park in 2028.

Additionally, the following were recreational facilities found lacking in the community by residents during the Comprehensive Plan survey conducted in October of 2017. The facilities that could likely be accommodated based on the size and shape of the property are highlighted. The cost of the facilities has not been estimated. In addition to the items on the list, the Commission has also previously discussed the sale of the park for private development.

More bike and walking trails	Outdoor pickleball courts	Curling club
Community recreation center	Sports complex	More community gardens
More attention to natural areas	Public indoor swimming pool	Boat slips, public boat launch
Playground	Off-leash dog park	More lake access for Shorewood residents
Picnic areas		
A workout facility	Covered ice rink	Artificial turf soccer fields
Cross-country ski trails	Splash pad	Skateboard park
Indoor walking/running facilities	Mountain bike trail	Sand volleyball courts
More hockey rinks	Disc golf	Outdoor rental equipment, like bikes, showshoes, cross country skis, etc.
Indoor playground	Snowmobiling trails	Paddle tennis
Beach access	Horse shoe pits	Archery Range

Location Map

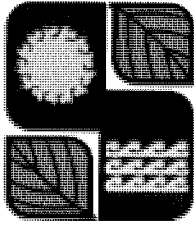


City of Shorewood, Minnesota
Capital Improvement Program
2022 thru 2031

PROJECTS BY FUNDING SOURCE

Source	#	Priority	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
201 - Community & Event Center													
SCEC - Mechanical Systems	SCEC-19-01	n/a	10,000	10,000									20,000
SCEC - Windows	SCEC-22-01	n/a		5,000									5,000
SCEC - Exterior Painting & Caulking	SCEC-22-03	n/a	5,000										5,000
SCEC - Replace Counter Tops and Sinks	SCEC-22-04	n/a	12,000										12,000
201 - Community & Event Center Total			27,000	15,000									42,000
402 - Park Improvements													
Freeman Park Overlay Trails	P0105	n/a		200,000									200,000
Freeman Park Fence Repair	P0109	n/a	30,000										30,000
Freeman Park North Playground	P0110	n/a									250,000		250,000
Cathcart Park Resurface Tennis Court	P0200	n/a					15,000				18,000		33,000
Cathcart Park Hockey Boards	P0201	n/a						150,000					150,000
Cathcart Park Playground Equipment	P0202	n/a			150,000								150,000
Badger Park Tennis Courts	P0301	n/a					30,000						30,000
Manor Park Outdoor Amphitheatre & Perimeter Trail	P0403	n/a							150,000				150,000
Manor Park Surface	P0404	n/a										250,000	250,000
Silverwood Park Playground Equipment	P0501	n/a	265,000										265,000
Silverwood Park Retaining Walls Replacement	P0502	n/a						27,900					27,900
South Shore Park Master Plan	P0700	n/a			10,000								10,000
South Shore Park Reconstruction Project	P0701	n/a							90,000				90,000
Merry Lane Boat Landing	P0801	n/a	20,000										20,000
402 - Park Improvements Total			315,000	200,000	160,000		45,000	177,900	240,000		268,000	250,000	1,655,900

Wednesday, December 8, 2021



CITY OF SHOREWOOD

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To: Park Commission

From: Twila Grout, Park & Rec Director

Memo Date: February 8, 2022

Re: 2022 Work Schedule/Park Commission Meeting Schedule

Attachments: 2022 Work Program
2022 Park Commission Meeting Schedule

The items listed below, are items that are on the work program for 2022:

- Options for Southshore Community Park
- Review Ordinance for Christmas Lake Access
- Appoint Chair and Vice Chair
- Park Tours
- Review CIP

Please review the attached work program and determine if there are other items that you would like to see added for discussion at future meetings.

Also attached is the 2022 Park Commission meeting schedule. The August 9 meeting will be moved to August 23, due to the Primary Election. The October 11 Park meeting will be moved to October 25, as the City Council will be holding their meeting on October 11 due to October 10 being a holiday. The November 8 Park meeting will be moved to November 22 due to elections being on November 8.

2022 Work Program

January

- Southshore Community Park
- Concession Agreement
- Senior Programming

February

- Review Ordinance for Christmas Lake Access

March

- Appoint Chair/Vice Chair

April

May

- Park Tours - Round I

June

- Park Tours - Round II

July

- Recap of Park Tours

August

September – December

- Review CIP

2022 PARK COMMISSION MEETING SCHEDULE

PARK COMMISSION MEETING

TUESDAY, JANUARY 11

TUESDAY, FEBRUARY 8

TUESDAY, MARCH 8

TUESDAY, APRIL 12

TUESDAY, MAY 10

TUESDAY, JUNE 14

TUESDAY, JULY 12

TUESDAY, AUGUST 23
(PRIMARY ELECTION ON AUG. 9)

TUESDAY, SEPTEMBER 13

TUESDAY, OCTOBER 25
(CITY COUNCIL MEETING ON OCT. 11 DUE TO HOLIDAY ON OCT. 10)

TUESDAY, NOVEMBER 22
(ELECTIONS TAKE PLACE ON NOV. 8)

TUESDAY, DECEMBER 13

REPORT AT CITY COUNCIL MTG

MONDAY, JANUARY 24

MONDAY, FEBRUARY 28

MONDAY, MARCH 14 (MARCH 28
MTG. CANCELLED)

MONDAY, APRIL 25

MONDAY, MAY 23

MONDAY, JUNE 27

MONDAY, JULY 25

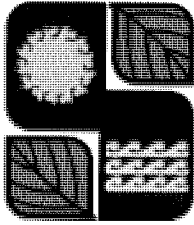
MONDAY, SEPTEMBER 26

MONDAY, SEPTEMBER 26

MONDAY, NOVEMBER 14

MONDAY, NOVEMBER 28

MONDAY, JANUARY 23, 2023



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To: Park Commission

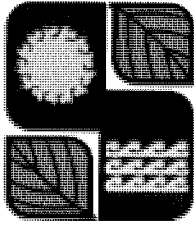
From: Twila Grout, Park & Rec Director

Memo Date: February 8, 2022

Re: Determine Liaison To City Council Meetings

Listed below is a schedule for the Park Commissioners to determine who will be the liaison to the City Council meetings.

Park Commission Meeting	Report at City Council Meeting	Liaison
February 8, 2022	February 28, 2022	
March 8, 2022	March 14, 2022	
April 12, 2022	April 25, 2022	



CITY OF SHOREWOOD

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To: Park Commission

From: Twila Grout, Park & Rec Director

Meeting Date: February 8, 2022

Re: Accept 2022 Concession Operation Agreement

Attachment: 2022 Concession Agreement

Derek Withum now works the concessions and has agreed to provide concession services for Eddy Station again for the 2022 season.

Mr. Withum has agreed to pay the city \$394 for the 2022 season. Payment will be due September 30, 2022.

Staff is recommending formalizing the agreement with Mr. Withum for the 2022 season.

**Independent Contractor
2022 Concession Operation Agreement
By and Between City of Shorewood and Contractor**

THIS AGREEMENT, made this ____ day of _____, by and between the City of Shorewood, Minnesota, a Minnesota municipal corporation with its offices located at 5755 Country Club Road, Shorewood, Minnesota 55331 (the "City") and Derek Withum, 1563 Sandbar Circle, MN 55387 (the "Contractor")

RECITALS

WHEREAS, the City is engaged in the business of providing municipal services including park and recreation opportunities within the corporate limits of the City. The City has constructed a concession/restroom/picnic facility in Freeman Park within the City known as Eddy Station; and

WHEREAS, the City desires to provide concession services to the patrons of Freeman Park through the facility of Eddy Station; and

WHEREAS, the City further desires to enter into an agreement with the Contractor for the operation and provision of concession services.

NOW, THEREFORE, the parties agree as follows:

1.) Schedule of Operation. Contractor agrees to provide concession services Monday through Sunday, from 5:30 to 8:30 p.m., commencing on or about May 1 or whenever the first organized sports events begin. Concession operations will continue through August 1, or whenever Freeman Park ceases its summer use by MGSA, Adult Softball and Tonka United Soccer. Contractor agrees to coordinate operations with the Park Scheduling Coordinator.

2.) Contractor Responsibilities.

a.) Contractor agrees to be present each day for opening, training of sales volunteers, and all duties involved with closing the operation at the end of the day. Contractor agrees that if for any reason he is not able to be present for any period of time, while the concession operation is open, he will be available by pager or cell phone for immediate assistance at the site.

b.) Contractor agrees to be responsible for the cleaning and maintenance of the concession area.

3.) Contractor Payment. The Contractor agrees to pay the City \$394 for the year 2022. Payment due to the City by September 30, 2022.

4.) Purchasing. The Contractor agrees to purchase the necessary products and supplies associated with concession sales at Eddy Station.

5.) Equipment. The City agrees to provide the hot dog machine, popcorn machine, cash register, pop cooler, refrigerator and coffee machine.

6.) Termination. Either party may terminate this Agreement, without cause or reason, upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement without notice for cause. "Cause" includes, but is not limited to, dishonesty, failure to meet deadlines, criminal conduct, or breach of this Agreement.

7.) Status of Contractor. As intended by both parties, this Agreement calls for the performance of the services of Contractor as an independent contractor and Contractor will not be considered an employee of the City for any purpose.

a.) The manner and means of performance of Contractor shall be entirely at Contractor's discretion. Contractor is free to employ personnel to assist Contractor in providing services to the City, but such employees shall be Contractor's responsibility and not that of the City. The City shall not provide Contractor or Contractor's employees or agents with any benefits from the City such as workers compensation insurance, unemployment insurance, health insurance, income tax withholding, or social security contributions. The City does not control the performance of Contractor and Contractor accepts all risk of profit and loss flowing from the services provided under this Agreement. All expenses must be borne by Contractor and shall not be reimbursed by the City. Those expenses include furnishing Contractor's place of work, payroll expenses, taxes, and insurance.

b.) Contractor shall conspicuously identify himself to all persons and organizations as an independent contractor and shall not represent or imply that this Agreement authorizes Contractor to act as an agent for, or on behalf of, the City. Neither the City nor Contractor shall be responsible for any agreement, representation, or warranty made by the other, nor shall the City be obligated for damages to any person or organization for personal injuries or property damage arising directly or indirectly out of the conduct of Contractor's business or caused by Contractor's actions, failure to act, conduct or negligence.

8.) Indemnification. Contractor agrees to indemnify and hold the City harmless from and against any and all claims by or on behalf of any person arising from Contractor's actions, failure to act, conduct, or negligence while performing services pursuant to this Agreement unless such damage or liability arises from or in connection with faulty or defective materials or facilities provided by the City. Contractor agrees to carry Commercial liability insurance in the amount of \$1,000,000.

9.) Entire Agreement. This Agreement contains the entire agreement between the parties and no amendment hereto shall be valid unless made in writing and signed by the parties. There is merged herewith all prior and collateral representations, promises, and conditions concerning Contractor and the City. This Agreement supersedes and nullifies any preexisting agreements between the parties relating to the subject matter of this Agreement. All agreements as to payments to be made to Contractor for particular projects must be in writing.

10.) Severable. In the event any portion of this Agreement shall be held to be invalid the remainder of the Agreement shall continue in full force and effect.

11.) Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and sent by registered or certified mail to Contractor's residence or to the principal office of the City, which ever shall be applicable.

12.) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

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

CITY OF SHOREWOOD

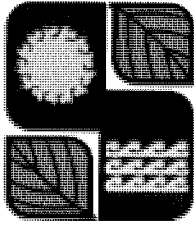
CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____



CITY OF SHOREWOOD

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To: Park Commission

From: Twila Grout, Park & Rec Director

Meeting Date: February 8, 2022

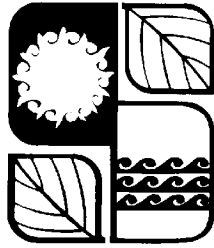
Re: Senior Programs

Attachment: October 26 Memo on Senior Programs

The Park Commission asked staff to reach out to surrounding cities to see if they offer park programs for seniors. Staff presented their findings at the October 26 Park meeting (memo from the October 26 Park meeting is attached).

Staff explained that the city has offered classes in the past at Badger Park and Freeman Park. These classes were a painting class, nature program and poker walk. However, these classes did not take place due to low participation. It was mentioned that car bingo was one program that did take place.

At the October meeting the Park Commission suggested that the Commissioners think of some ideas for programs and bring them back for discussion at the next park meeting. This item will be discussed at this meeting.



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To: Park Commission

From: Twila Grout – Park & Rec Director

Meeting Date: October 26, 2021

Re: Senior Programming

At the August Park Commission meeting, the Park Commissioners discussed senior programming and asked staff to reach out to other communities to see if they do senior programming in the parks.

Staffed reached out to the following Cities:

Mound – The Park department does not do senior programming. Programming is through the senior center. They do not have outside programs at their parks.

Chaska – Staff has not heard back from them.

Eden Prairie – Their senior center does the programming. They have a biking club, walking group and this fall they are offering a fall colors hike and a program on the history of paper.

Victoria – Have not heard back from them.

Minnetonka - Their senior center also does the programming. They have a biking club and Adopt-A-Highway. This fall they are offering a Night Sky Observation Program, and a Fall Hiking Program.

This past summer the following park programs were offered for seniors: a painting class at Badger Park picnic shelter, a Nature Journaling class at Freeman Park, Poker Walk around the trail at Badger Park. All three of these programs were cancelled due to not having enough registrations. The one program that was a success was car bingo. This program was held last fall at Shorewood Community & Event Center parking lot. Classes were promoted through the city newsletter, Southshore Senior newsletter, flyers, and website. Staff does not know if the COVID pandemic discouraged residents from signing up for the outside programs.

Please provide direction for other senior programs or if the same programs should be offered again next year.