

NOTICE OF AGENDA

**Parks, Trails, and Lakes Commission  
Regular Meeting**

FOREST LAKE, MINNESOTA  
CITY CENTER

**April 19, 2022  
5:30 PM**

- 1) Call to Order
- 2) Roll Call
- 3) Approve the Agenda
- 4) Open Forum – Citizen Petitions, Requests and Concerns: Please sign in at the front table. *The Open Forum is available for residents to express personal opinions for any item of business. Please limit your comments to three (3) minutes.*
- 5) Regular Agenda
  - a) Park Event Permit Applications
  - b) Facility Use Agreement with Forest Lake Area Athletic Association
  - c) Park Land Dedication Requirements Ordinance
  - d) Arts in the Park Concert Series - *Provided as separate cover.*
- 6) Discussion
  - a) Veterans Memorial Concept Plan Review
- 7) Staff Updates
  - a) Downtown Revitalization Plan
  - b) Bayview Park Landscaping
  - c) Castlewood Golf Course
- 8) Parks, Trails, and Lakes Commissioner Updates
- 9) Adjourn
  - **Next Meeting:** Tuesday, May 17, 2022 at 5:30 PM

\*A quorum of the City Council is possible at all Board and Commission Meetings.

**TO:** Parks, Trails, and Lakes Commissioners

**FROM:** Jamie Muscha, Park and Recreation Coordinator

**SUBJECT:** Park Event Permit Applications

**DATE:** April 14, 2022

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We have received two Park Event Permit applications for consideration.

The first is for June 25, 2022 from approximately 11 am until 6 pm for a private graduation party. The group intends to use the Gazebo and nearby area in the park to set-up 10' x 10' tents, with an expected attendance of 50-75 people. They will also have a DJ playing music, and have submitted the appropriate Outdoor Entertainment Permit that is required by the City for City Council approval.

The second is for the Forest Lake Lake Association membership barbeque on Saturday, July 23, 2022 from approximately 12:00 pm until 5:00 pm. This group intends to use the Gazebo and nearby area in the park to set-up a large tent, with an expected attendance around 300-400 people. They will have food catered in, and live music entertainment in the Gazebo. They have submitted the appropriate Outdoor Entertainment with Tent Permit that is required by the City for City Council approval.

**DESIRED ACTION:** Approve the Park Event Permit application for the Graduation Party on June 25 and the Park Event Permit application for the Forest Lake Lake Association Annual Gathering on July 23, 2022.

**TO:** Parks, Trails, and Lakes Commissioners

**FROM:** Jamie Muscha, Park and Recreation Coordinator

**SUBJECT:** Facility Use Agreement with the Forest Lake Area Athletic Association

**DATE:** April 15, 2022

**ATTACHED:** Facility Use Agreement with the Forest Lake Area Athletic Association

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Last year, the City of Forest Lake and the Forest Lake Area Athletic Association (FLAAA) entered into a one-year Facility Use Agreement that expired on December 31, 2021. The agreement last year was focused solely on scheduling and use at Fenway Park. The City and FLAAA have agreed to enter into another agreement for 2022, but have including priority scheduling our other athletic fields including Kulenkamp, Schilling and Beltz Park.

**DESIRED ACTION:** Approve the Facility Use Agreement between the City of Forest Lake and Forest Lake Area Athletic Association for 2022.

**CITY OF FOREST LAKE  
ATHLETIC FACILITIES USE AGREEMENT**

**THIS ATHLETIC FACILITIES USE AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Forest Lake, a Minnesota municipal corporation located at 1408 Lake Street South, Forest Lake, Minnesota 55025 (“City”) and The Forest Lake Athletic Association d/b/a Forest Lake Area Athletic Association, a non-profit corporation under the laws of the State of Minnesota, doing business at 943 9<sup>th</sup> Avenue SW, Forest Lake, Minnesota, (“Association”) (each sometimes hereinafter called “party,” and both sometimes collectively called “parties”).

**WHEREAS**, the City is the owner of Fenway Park, Kulenkamp Park, Schilling Park, and Beltz Park (“City Parks”), which includes athletic fields and facilities (“Athletic Facilities”); and

**WHEREAS**, the Association is a non-profit corporation dedicated to supporting and participating in the positive development of youth and adult recreational activities; its members are local recreational programs servicing the Forest Lake Area School District; and

**WHEREAS**, the Association has expressed interest in being a significant user of the City Parks and desires to enter into an agreement to secure use of the Athletic Facilities for its members’ recreational programs; and

**WHEREAS**, the City desires to provide the Association with priority use of the Athletic Facilities; and

**WHEREAS**, the purpose of this Agreement is to define the rights and obligations of the parties with respect to the use of the Athletic Facilities during the term of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the parties hereby agree as follows:

1. **TERM:** This agreement shall be effective beginning \_\_\_\_\_, 2022 and terminate December 31, 2022, unless otherwise terminated by either party pursuant to paragraph 19.
  
2. **PRIORITY USE:**
  - A. Association shall have priority over other users in reserving the Athletic Facilities or a portion thereof for its members’ recreational programs (“Priority Use”). For the purposes of this Agreement the Association’s member recreational programs are:
    - i. Football
    - ii. Baseball
    - iii. Fast Pitch Softball

iv. Lacrosse

(collectively “Member Recreational Programs”).

**B.** Association shall provide City with a schedule for each of its Member Recreational Programs for City approval. The following data shall be included as part of the schedule:

- i. Requested dates, times, total number of fields needed, and whether concessions will be used;
- ii. Total number of registrations for the Member Recreational Program including demographic information (e.g. specific sport and team, age, and gender)

(collectively “Season Schedule”).

Association shall provide the information listed above directly to City no later than twenty (20) days prior to the beginning of the Member Recreational Program season (“Schedule Deadline”). In addition, Association shall provide City with the details regarding the type of use (e.g. game, practice, tournament, etc.) promptly and ongoing as the type of use is determined by Association and Member Recreational Programs. In the event Association fails to provide City with a Season Schedule pursuant to the timeline above, in addition to any and all remedies provided at law, City may prohibit Association from using the Athletic Facilities until Association has provided the Season Schedule. City shall review the Season Schedule and notify Association of any concerns or conflicts within seven (7) days of receipt. Association acknowledges and agrees that City shall have final approval of Season Schedule at City’s sole discretion. After the Schedule Deadline, the Association no longer holds Priority Use and the City may, in its sole discretion, schedule events at the City Parks with other operators. This includes the City’s ability to simultaneously schedule non-Association events at the same time as Association events, provided that in the City’s sole discretion, sufficient parking and accommodations exist to meet the projected need.

The parties acknowledge that recreational activities may be weather dependent and therefore, Season Schedules may be modified in writing by the consent of both parties as needed. The Season Schedule does not include any Member Recreational Program tournaments (“Tournaments”). In the event the Association desires to use the Athletic Facilities for a Tournament, the Association and City may enter into an agreement to do so.

**3. PAYMENT:** Association shall pay to City the following sums for each Member Recreational Program:

- |                               |           |                                      |
|-------------------------------|-----------|--------------------------------------|
| <b>A.</b> Football            | \$ 10,075 | due on or before September 16, 2022. |
| <b>B.</b> Baseball            | \$ 6,500  | due on or before May 15, 2022.       |
| <b>C.</b> Fast Pitch Softball | \$ 6,045  | due on or before May 15, 2022.       |

D. Lacrosse \$ 5,070 due on or before May 15, 2022.

Failure to pay in full by due date shall constitute a breach of this Agreement pursuant to paragraph 19.

**4. CITY RESPONSIBILITIES:** City agrees to the following responsibilities:

- A. Provide all Athletic Facilities maintenance including grass cutting and trimming, blowing, weed control, fertilization, aerating, and irrigation system maintenance and repair.
- B. Employ good faith efforts to maintain the Athletic Facilities in a satisfactory, safe, playable condition in accordance with best practices employed for the maintenance of similar facilities, and in compliance with general City maintenance standards. Replace damaged or failing field equipment as needed (e.g. bases, pitching rubber, field covers, batting cage nets, outfield nets, etc.).
- C. Empty all trash and recycling receptacles at the Athletic Facilities on a regular basis.
- D. Provide temporary restrooms as needed at City's discretion.
- E. Manage and maintain the scheduling of Athletic Facilities activities and events. City reserves the right, in its sole discretion, to contract with a third-party to manage and maintain the scheduling. In the event the City exercises this right, notice will be provided to the Association with instructions for communicating schedules to the third-party.

**5. ASSOCIATION RESPONSIBILITIES:** Association agrees to the following responsibilities:

- A. Prepare athletic fields as needed for Member Recreational Programs.
- B. Return athletic fields to good condition after every use including but not limited to, raking the batter areas, pitching mound and around bases.
- C. Empty all trash and recycling after every time Association uses the Athletic Facilities.
- D. Provide City with Season Schedules as required in paragraph 2.
- E. Provide City with proof of insurance as required in paragraph 17.
- F. Provide payment as required in paragraph 3.

**6. CONCESSION OPERATIONS:** City grants Association the right to manage and operate the concession stand within the Athletic Facilities during Association events, and Association agrees to the following:

- i. The Association shall operate and manage the concession stand at the Athletic Facilities in a safe and efficient manner. Such operation and management includes, without limitation, obtaining any and all required licenses, the proper storage, preparation and sale of concession items

including various foods and beverages and collection and payment of any and all sales and other taxes.

- ii. The Association shall be responsible for providing all supplies and equipment necessary to deliver the services set forth in this agreement to a level that, at a minimum, meets the demands and expectations of the customers at the facility.
- iii. The Association shall provide food and beverages like those provided by similar facilities and generally expected by the public at comparable concession stands.

**7. COMPLIANCE WITH LAWS:** Association shall comply with all applicable park rules and regulations, City and County Ordinances, and State Statutes, at their sole expense. Failure to comply may result in a breach of contract and termination of contract.

**8. REPAIRS, MAINTENANCE, AND CLEANUP:** Association shall inform City promptly of any needed repairs or maintenance resulting from Association use. Association shall submit a written notice to the City's Public Works Department to notify City of any needed repairs or maintenance. Association agrees to repair, replace or compensate the City for any damage or excessive cleanup costs at the Athletic Facilities related to use of the Athletic Facilities by Association members. Damage does not include ordinary wear and tear on the athletic fields.

**9. RIGHT OF ENTRANCE:** Association acknowledges and agrees that it is a non-exclusive user of the Athletic Facilities and has no authority to prevent access to the Athletic Facilities by any other users or the general public to the extent they do not conflict with scheduled Priority Uses. The City shall have the right to enter the Athletic Facilities at all times and shall have free access at all times to all spaces occupied by Association activities. Association may not change or alter any locks at the Athletic Facilities without prior written approval by City.

**10. CANCELLATIONS DUE TO WEATHER OR HEALTH RISKS:** City reserves the right to cancel or suspend Field and Athletic Facilities use when conditions could result in injury, risk to individual safety or health or cause damage to the Athletic Facilities. This includes cancellations when the health or safety of individuals is threatened due to impending conditions, included by not limited to heavy rains, poor drainage, poor air quality, high winds, or public health risks. City shall make a good faith effort to notify the Association by 2:00 pm on any day when the Athletic Facilities shall be closed. Association shall be responsible for notifying its Member Recreational Programs.

**11. CAPITAL IMPROVEMENTS:** The City is responsible for Capital Improvements at Athletic Facilities which shall be made at its sole discretion. Association shall submit a

written list of Capital Improvements recommendations to the City's Park and Recreation Department.

**12. UTILITIES:** City shall pay for all utility costs.

**13. FIXTURES AND INFRASTRUCTURE:** All existing fixtures, permanent signs, landscaping, scoreboards and permanently installed infrastructure, including but not limited to the concession stand and shed at the Athletic Facilities shall remain property of the City but may be used by the Association during the term of this Agreement.

**14. ALTERATIONS, ADDITIONS, IMPROVEMENTS:** Association shall not make any permanent alteration, addition or improvements to the Athletic Facilities without prior written approval from the City. Association does not need to obtain the City's consent for temporary improvements made by the Association to the Athletic Facilities necessary to host a game, including but not limited to, portable toilets, temporary fencing, temporary signage, and trash receptacles. Any fixtures, furnishings, infrastructure, or items permanently added to the Athletic Facilities following written approval by the City shall become property of the City upon termination or expiration of this agreement and may not be removed prior to the termination or expiration of this agreement unless specifically permitted by the City.

Notwithstanding the foregoing, the Association owns and shall continue to own upon termination or expiration of this Agreement, the two storage pods on the Athletic Facilities and any personal equipment or effects stored at the Athletic Facilities.

**15. COMPLIANCE WITH LAWS:** Association shall comply, and cause its employees and volunteers to comply, with all laws, ordinance and regulations applicable to the operation, use, or maintenance of the Athletic Facilities.

**16. INSURANCE AND INDEMNIFICATION:** At all times during the term of this Agreement, and at no expense to the City, Association shall maintain the following forms of insurance and include the City as an additional insured:

**A. General Liability Insurance:** This includes products liability insurance and completed operations, contractual liability coverage, and personal injury and advertising coverage in the amount of \$1,500,000 per occurrence, \$2,000,000 aggregate on account of bodily or personal injuries, including death, or on account of property damage arising from or related to the use of the Athletic Facilities.

**B. Worker's Compensation Insurance:** Worker's compensation in at least the minimum amount required by applicable Minnesota Statutes.



**C. Business Automobile Liability Insurance:** Business automobile liability insurance in the amount of at least \$1,500,000 per person, \$2,000,000 per accident on account of bodily and personal injury, including death, or on account of property damage arising from or caused, directly or indirectly, by Associations acts or omissions in the performance of this agreement and covering the use of all automobiles, trucks, and other motor vehicles utilized by Association and Associations agents, employees or volunteers in connection with this Agreement. The insurance shall be a per occurrence policy.

Association shall provide evidence of such insurance prior to execution of this Agreement and at any subsequent time upon request of the City.

**17. HOLD HARMLESS:** Associations agrees that it shall be solely responsible for any and all liability arising in any way, manner or form out of the utilization of the Athletic Facilities for its activities and events, including but not limited to, damages incurred by or to individuals, groups, organizations, and neighboring properties, motor vehicles (whether in the parking lot or adjoining roads), or other personal property. Association shall hold harmless and defend and indemnify the City, its officers, agents, and employees, from any and all claims, actions, suits, of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property whatsoever arising out of the utilization of Athletic Facilities, including the concession stand. Association must submit notice of any injuries, claims, or suits to the City within thirty (30) days of receipt of such notice.

**18. TERMINATION OF AGREEMENT:** City may terminate this Agreement only upon sixty (60) days' written notice to the Association, except that City may terminate this Agreement immediately upon:

- A.** Breach of any of the terms of this Agreement by Association, including but not limited to a failure by Association to make timely payments pursuant to paragraph 3;
- B.** The filing of a petition to have Association adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States related to bankruptcy filed by Association;
- C.** The failure of Association to purchase, maintain, or provide evidence of the insurance coverage required under this Agreement; and
- D.** The failure of Association to provide City with timely Season Schedules as required in paragraph 3.

The Association may terminate this Agreement via written notice immediately upon payment of any outstanding fees to the City.

**19. MODIFICATION OF AGREEMENT:** Any modification to this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party.

**20. SEVERABILITY CLAUSE:** In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

**21. GOVERNING LAW:** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

**IN WITNESS WHEREOF,** the City and the Association have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

*[remainder of page intentionally left blank]*

**CITY OF FOREST LAKE**

By: \_\_\_\_\_

Mara Bain, Mayor

ATTEST: \_\_\_\_\_

Patrick G. Casey, Deputy Clerk

STATE OF MINNESOTA            )

) ss.

COUNTY OF WASHINGTON        )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Mara Bain and Patrick Casey, the Mayor and Deputy Clerk of the City of Forest Lake, respectively, on behalf of the City of Forest Lake.

\_\_\_\_\_  
Notary Public



**TO:** Parks, Trails, and Lakes Commissioners

**FROM:** Jamie Muscha, Park and Recreation Coordinator

**SUBJECT:** Park Land Dedication Requirements Ordinance

**DATE:** April 14, 2022

**ATTACHED:** Park Land Dedication Requirements  
Title XV, Chapter 152, Section 152.090 through 152.094

New Ordinance Repeal and Replace  
Title XV, Chapter 152, Section 152.094 through 152.094

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After review of our current Park Dedication ordinance in the City Code, the City will repeal and replace Title XV, Chapter 152, Section 152.090 through Section 152.094 regarding Park Land Dedication Requirements, and replace with new language.

**DESIRED ACTION:** Approve the new Ordinance for Park Land Dedication Requirements.

## **PARK LAND DEDICATION REQUIREMENTS**

### **§ 152.090 PURPOSE.**

All developments or landowners requesting platting or replatting of land shall convey to the city, or dedicate to the public use, a percentage of land for public use as parks, playgrounds, trails, or open space. The city, at its discretion, may accept cash in lieu of land to be dedicated, or a combination of land and cash dedication.

(Ord. 550, passed 5-22-2006)

### **§ 152.091 DEDICATION REQUIREMENTS.**

As a prerequisite to any subdivision approval, and at the sole determination of the city, applicants and/or developers shall dedicate land for parks, playgrounds, public open spaces, trails, or other public uses and/or shall make a cash contribution to the city's park dedication fund roughly related to the anticipated effect of the subdivision on the city's park and trail system. The amounts listed in this section are the city's best estimate of the dedication or cash contribution needed to offset the effect of the subdivision on the park and trail system. The requirement may also be met with a combination of land and cash or land, cash, and improvements, if approved by the City Council.

#### **(A) Land dedication requirements.**

(1) *Residential.* In all new residential subdivisions, a percentage of the net area subdivided shall be dedicated for public space. The net area shall be the gross area of the subdivided property minus the area of wetlands, lakes, and streams below the ordinary high water mark. The land dedicated for public use shall be in addition to property dedicated for streets, alleys, easements, storm water ponding, or other public ways. No areas may be dedicated for public use until the areas have been approved by the city. The percentage of net land area to be dedicated to the city for the purposes herein described shall be as follows:

<b>UNITS PER ACRE</b>	<b>PERCENTAGE OF LAND OR EQUIVALENT MARKET VALUE</b>
Up to 6	10
6 or more	10% plus 1% for each dwelling unit (DU) over 6 units per acre

(2) *Non-residential.* In all commercial or industrial subdivisions, 5% of the gross area subdivided shall be dedicated for public space. In the city's sole discretion, the 5% may be calculated on the net area, which shall be the gross area of the subdivided property minus the area of wetlands, lakes, and streams below the ordinary high water mark. The land dedicated for public use shall be in addition to property dedicated for streets, alleys, easements, storm water ponding, or other public ways. No areas may be dedicated for public use until such areas have been approved by the City Council as suitable and necessary for the public health, safety, and general welfare.

#### **(B) Cash requirements.**

(1) *Amount of payment required.* The amount of cash to be paid in lieu of land dedication shall be based upon the fair market value at the time of final plat approval of the land to be subdivided multiplied by the dedication percentage established in division (A) above. Fair market value shall be determined as follows:

(a) The city and the developer may agree as to the fair market value, or

(b) The fair market value may be based upon a current appraisal submitted to the city by the subdivider at the subdivider's expense. The appraisal shall be made by appraisers who are approved members of the SREA or MAI, or equivalent real estate appraisal societies.

(c) If the city disputes such appraisal the city may, at the subdivider's expense, obtain an appraisal of the property by a qualified real estate appraiser, which appraisal shall be conclusive evidence of the fair market value of the land.

(d) The developer may pay a cash fee of \$2,000 for each residential unit created or for each gross acre of commercial land developed as the presumptive fair market value of the land for which cash is paid.

(2) *Timing of payment.* Cash contributions shall be paid prior to the city's signature of and release of the final plat, unless otherwise specified in the development agreement. For subdivisions that do not require a development agreement, the cash contribution shall be paid before the city releases the signed approval of the subdivision for recording.

(C) *Cash and land combination.* The city, upon consideration of a particular type of development, may require that a lesser parcel of land should be dedicated due to particular features of the development. In such cases, a cash contribution shall be required in addition to or in lieu of the land dedication to ensure that compensation is received for the full amount of the impact on the city's park and trail system.

#### **(D) Improvement of land.**

(1) The city shall identify land needed for park uses and the land shall be suitable for park development. In the event dedicated park lands are unsuitable for immediate use because of topographic or other limitations, the developer shall grade

and seed park lands for such suitable use.

(2) In lieu of the full land or full combination of land and cash contribution, the developer may agree to make certain improvements to the donated land as required and approved by the city, including but not limited to, paving or the installation of park equipment such as playground equipment, basketball courts, tennis courts, and the like, in an amount equal to the land or cash required but not contributed. The improvements shall be included in the development agreement.

(E) *Credit for private open space.* Where private open space for park and recreational purposes is provided in a proposed subdivision, the areas may be used for partial credit, at the discretion of the City Council, against the requirement of dedication for park and recreational purposes, provided the City Council finds it is in the public interest to do so. No credit shall be given unless at least the following minimum factors are satisfied:

(1) The land area must be available for use, without preference, by all of the residents of the city unless otherwise determined;

(2) The required setbacks must not be included in the computation of such land area;

(3) The use of the private open space must be restricted for park and recreational purposes by recorded covenants or declarations which run with the land in favor of the owners of the property within the subdivision and cannot be eliminated without the prior approval of the City Council;

(4) The proposed private open space must be of sufficient size, shape, location, and topography for park and recreational purposes or must contain unique natural features that are important to be preserved; and

(5) The proposed open space must reduce the demand for public recreational facilities to serve the development.

(F) *Planned Unit Development (PUD).*

(1) A Planned Unit Development with mixed land uses shall make cash and/or land contributions in accordance with this section based upon the percentage of land devoted to various uses.

(2) Land area conveyed or dedicated shall be in addition to and not in lieu of open space requirements for PUDs.

(G) *Different number of lots and units or additional land.* If the number of lots or the number of dwelling units is increased, or if land outside of the previously recorded plat is added, then the park land dedication and/or park cash contributions shall be based on the additional units/lots and on the additional land being added to the plat.

(H) *Minor subdivision.* A park dedication or cash contribution shall be required in the case of a minor subdivision for each new lot created.

(I) *Exemption; same number of lots and units.* Property being replatted with the same number of lots and the same number of dwelling units shall be exempt from all park land dedication requirements.

(Ord. 550, passed 5-22-2006; Am. Ord. 594, passed 1-25-2010)

**Cross-reference:**

*Final plat, see § 152.083*

**§ 152.092 TRAILS/SIDEWALKS.**

The developer shall be required to construct trails and sidewalks in a manner determined by the city.

(Ord. 550, passed 5-22-2006)

**§ 152.093 DETERMINING LAND TO BE DONATED.**

(A) *Land suitability factors.* Land shall be reasonably suitable for its intended use and shall be at a location convenient to the people to be served. Factors used in evaluating the adequacy of proposed park and recreational areas shall include size, shape, topography, geology, hydrology, tree cover, access and location, and future park needs pursuant to the comprehensive plan. Wetlands, ponding areas, and drainage ways shall not be eligible for park dedication credit. Park land to be dedicated shall be above the ordinary high water level. Grades exceeding 12% or areas unsuitable for park development will not be considered for dedication unless specifically accepted by the City Council for an intended public purpose. Land with trash, junk, pollutants, and/or unwanted structures is not acceptable.

(B) *Non/old public land designated in comprehensive plan.*

(1) When a proposed park, playground, trail, open space, recreation area, school site, or other public ground is shown in the Comprehensive Plan, is located in whole or in part within a proposed plat, exceeds the city's land dedication requirements, and the applicant elects not to dedicate the excess land, the city, school district, or county or state agency may consider acquiring the excess land through purchase or other means.

(2) Nothing in this section shall be construed to require the city to accept land shown in the comprehensive plan as proposed park or public land, in satisfaction of the land dedication requirements required herein. Land shown on the Comprehensive Plan for park or public use that does not satisfy the land suitability factors required in this section shall not count toward the land dedication requirements.

(C) *Approval procedure.* The applicant shall confer with city staff, consultants, and the Parks, Trails, and Lakes Commission at the time of concept plan and prior to the preliminary plat public hearing to secure a recommendation as to the location of any property that should be dedicated to the public, such as parks, playgrounds, trails, or other public property. The preliminary plat shall show the location and dimensions of all areas to be dedicated in this manner. The contribution requirement recommendations will be sent to the Planning Commission for review and comment and subsequently to the City Council for approval.

(Ord. 550, passed 5-22-2006; Am. Ord. 640, passed 6-8-2015; Am. Ord. 642, passed 6-22-2015)

***Cross-reference:***

*Concept plan, see §§ 151.060 et seq.*

*Preliminary plat, see §§ 152.070 et seq.*

**§ 152.094 CALCULATING DENSITY REQUIREMENTS.**

Land area conveyed or dedicated to the city for park use may be used in calculating density requirements of the Comprehensive Plan.

(Ord. 550, passed 5-22-2006)



**CITY OF FOREST LAKE  
WASHINGTON COUNTY, MINNESOTA  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING AND REPLACING TITLE XV, CHAPTER 152,  
SECTION 152.090 THROUGH SECTION 152.094 REGARDING PARK LAND  
DEDICATION REQUIREMENTS**

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THE CITY COUNCIL OF THE CITY OF FOREST LAKE ORDAINS AS FOLLOWS:

**Section 1. Repeal and Replace.** Title XV, Chapter 152, Section 152.090 through Section 152.094 of the Forest Lake City Code is hereby repealed and replaced as follows:

**PARK LAND DEDICATION REQUIREMENTS**

**§ 152.090 LAND DEDICATION OR CASH CONTRIBUTION**

(A) **Authority.** Pursuant to Minnesota Statute 462.358, subd. 2(b), the City has authority to require a reasonable portion of the buildable land of any proposed subdivision be dedicated to the public or preserved for public use, including parks, recreational facilities, playgrounds, trails, wetlands, and public open space. In the alternative, the City may choose to accept a cash fee for some or all of the value of the dedication.

(B) **Purpose.** The City recognizes that the preservation and creation of parks, recreational facilities, playgrounds, trails, wetlands, and public open space is essential to maintaining a healthful, safe and desirable community. The City must not only provide these necessary facilities for the citizens of today, but also for the future needs of the City as described in the Comprehensive Plan and the Parks, Trails and Open Space Master Plan.

It is recognized that the demand for park, recreational facilities, playground, trails, and public open space within a municipality is directly relate to the density and intensity of development permitted and allowed within any area. Greater densities mean greater numbers of people and higher demands for such public amenities.

(C) **Basis.** The City shall conduct an individualized determination of the amount of land needed for the purposes set forth in this Chapter and shall demonstrate an essential nexus between the land dedication or cash fee, and the purpose sought to be achieved. The dedication or fee shall bear a rough proportionality to the need created by the proposed subdivision.

**§ 152.091 DEDICATION OF LAND**

The amount of land to be dedicated under this section will generally follow the schedules below, however the total amount required for dedication may increase or decrease based on the City’s basis analysis pursuant to Sec. 152.090(C). The City alone shall determine the location and configuration of any land dedicated, taking into consideration the suitability of the land for its intended purpose and the City’s needs for park, playground, trail, or public open space. All land dedication determinations shall be based on the net area of the property. The “net area” of the property shall be the gross area of the property minus the area of wetlands, lakes, and streams below the ordinary high-water mark. The land dedicated for public use shall be in addition to property dedicated for streets, alleys, easements, storm water ponding, or other public ways.

**(A) Residential Property.**

UNITS PER ACRE	ESTIMATED PERCENTAGE OF NET AREA
1-6	10%
7 or more	10% plus 1% for each additional dwelling unit over 6 units per acre

**(B) Non-Residential Property.** An estimated 5% of the net area shall be dedicated for public space.

**(C) Mixed Use Property.** Land contributions shall generally follow the percentages above and shall be based on the amount of land and number of units designated to residential use and the amount of land designated to non-residential uses.

**§ 152.092 CASH CONTRIBUTION**

At the City Council’s sole discretion, a cash contribution may be accepted in whole or in part for the required land dedication under this Chapter. The park land dedication fee guidelines shall be determined by the City Council on an individualized basis pursuant to City Code § 152.090(C) and Minnesota Statute § 462.358, subd. 2b(c). The amounts included in the City’s fee schedule in City Code § 35.03 are for use as a general guideline.

**(A) Mixed Use Developments.** Cash contributions shall be based on the amount of land and number of units designated to residential use and the amount of land designated to non-residential uses.

**(B) Timing of payment.** Cash contributions shall be paid prior to the release of the final plat or subdivision approval.

(C) **Use of payments.** Cash payments received under this Section shall be placed in a special fund to be used only for the acquisition and development or improvement of parks, recreational facilities, playgrounds, trails, wetlands, or public open space based on the City’s approved park systems plan.

(D) **Determining the amount of a Cash contribution or combination cash and land contribution.** In the event the contribution is cash or a combination of cash and land, the City will first determine the total land dedication required pursuant to the basis analysis described in City Code § 152.090(C), and then convert that total land dedication to its fair market value pursuant to Minnesota Statute § 462.358, subd. 2b(c). Once the total conversion from land to cash is determined, the fair market value of the land actually dedicated, if any, shall be subtracted and the remainder shall be the amount due in cash.

**§ 152.093      DISPUTES AND APPEALS**

Any disputes or appeals arising under this Chapter regarding park land dedication shall be resolved pursuant to the requirements of Minnesota Statute § 462.358.

**Section 2. Summary Publication.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance is a repeal and replace of the City’s current park land dedication ordinance.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect immediately upon its adoption and publication as provided by law.

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF FOREST LAKE**

By: \_\_\_\_\_  
Mara Bain  
Its: Mayor

Attested:

By: \_\_\_\_\_  
Patrick G. Casey

Its: City Clerk

(Published in the *Forest Lake Times* on \_\_\_\_\_, 2022)