



Parks and Recreation Commission

Wednesday, October 9, 2024

6:30 PM

Elk River City Hall

Regular Meeting & Work Session Agenda

- Regular meeting in Council Chambers
 - Work Session meeting in Upper Town Conference Room immediately following regular meeting
-

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSIDER MINUTES

4.1 09-11-2024 Parks and Recreation Commission Minutes

5. OPEN FORUM

An opportunity to provide comments and feedback regarding items not on the agenda. Information provided in Open Forum will not be discussed at this meeting; rather, the information will be referred to staff and/or scheduled for discussion at a future meeting.

6. DISCUSSION ITEMS

6.1 PT Complex Welcome Plaza

7. PARKS AND RECREATION MANAGER UPDATE

7.1 Parks and Recreation Manager Update

8. ANNOUNCEMENTS

9. MOTION TO ADJOURN



**Special Meeting of the Elk River
Parks and Recreation Commission
Held at the Elk River City Hall
September 11, 2024**

Members Present: Chair Dave Anderson, Commissioners Melissa Fermoye, Greg Loidolt, Mike Niziolek, Hal Stewart, Jill Varty

Members Absent: Joy Goodwin

Council Liaison: Councilmember Mike Beyer

Staff Present: Assistant City Administrator/Business Services Director Joe Stremcha, Parks and Recreation Manager Jeff Shelby, Senior Administrative Assistant Dawn Larson

1. Call Meeting to Order

Pursuant to due call and notice thereof, the meeting of the Elk River Parks and Recreation Commission was called to order at 6:30 p.m. by Chair Anderson.

2. Pledge of Allegiance

3. Consider Agenda

Moved by Commissioner Loidolt and seconded by Commissioner Stewart to approve the September 11, 2024, Parks and Recreation Commission Meeting Agenda. Motion carried 6-0.

4. Consider Minutes

4.1 August 14, 2024, Parks and Recreation Commission Minutes

Moved by Commissioner Niziolek and seconded by Commissioner Varty to approve the August 14, 2024, Parks and Recreation Commission Special Work Session Minutes. Motion carried 6-0.

Moved by Commissioner Stewart and seconded by Commissioner Loidolt to approve the August 14, 2024, Parks and Recreation Commission Special Meeting Minutes. Motion carried 6-0.

5. Open Forum

6. Presentations, Awards, and Recognition

7. Action Items

7.1 Pullman Place 2nd Plat - Park Dedication

Mr. Stremcha presented his report. He pointed out that the park dedication at the thirty-two high density residential units is an incorrect calculation so with the senior living component it has a park dedication value of the \$28,400.

He shared that this item would go to City Council on September 16 so the developer is looking for a recommendation of any feedback the commission might have. The property would not have much land for park dedication, so staff is recommending accepting park dedication as cash.

Moved by Commissioner Niziolek and seconded by Commissioner Fermoye to recommend to City Council to approve park dedication for Pullman Place 2nd Plat to be paid, at the applicable park dedication rate when the lot is released for recording. Motion carried 6-0.

7.2 Meadowsweet Bend - Park Dedication

Mr. Stremcha explained that this is a carry it forward conversation from a previous meeting. He also shared that one of the things that the developer returned with from feedback from the previous meeting is the inclusion of a trail system for connections throughout the development on the south side of the road.

Mr. Stremcha explained that feedback from the previous meeting presented questions about park dedication for the triangle portion of the property but also the access point. It is an opportunity for park dedication in lieu of cash. The developer has also made some deductions to the park dedication money because of the cost of the trail. It would be up to City Council to make that determination.

Ben Schmidt from Twin Cities Land Development presented. He said he does not have many changes from what was discussed last time but they heard what the commission said, and the thoughts are that the triangular section would provide access to Burr Oak Park and potentially parking. Also, they have a driveway that serves the existing house on east side of Burr Oak Park that they are using for a while, but they could eventually turn over that driveway to the City for additional access to the property as part of park dedication. As previously discussed, the developer included the concept of trails moving from west to east into the development plan but request a credit on park dedication fees since trails are not necessarily required on a rural section road.

Mr. Schmidt shared that at the last meeting the commission discussed a trail head that could go from the main road north through the property to a wetland, but they do not see how it would make sense, so they are not incorporating that into their revised plan. He pointed out that it is up to the City Council for approval.

Chair Anderson asked for clarification on the plan whether the triangle is going under the power lines and if there is a storm water pond on it which he does not believe can be park dedication.

Mr. Stremcha pointed out that the additional packet they were handed out tonight is what came in to staff yesterday. They have the option to accept a portion that is under the power lines or a portion that does not include the power lines. Mr. Schmidt said he does not believe there is a storm pond on the triangle.

Chair Anderson asked to clarify how many acres the portion is outside the power lines. Mr. Stremcha confirmed it is approximately 1.5 acres.

Chair Anderson then asked about C 2.0 in the packet and if the trail starts out on the north side and then crosses at northeast road. He asked if the trail is all on the south side. Mr. Schmidt confirmed that it would stay on the south side and that the ordinance does not require a sidewalk and that City Council would determine it.

Mr. Stremcha then read the ordinance regarding sidewalks that was provided to the Commission as a handout. Chair Anderson said the ordinance was created due to the history of not creating sidewalks in the past. Councilmember Beyer said that it is usually the wish for the Council to want sidewalks.

Commissioner Niziolek proposed this idea of having a trail that would utilize the pedestrian traffic go by the Tamarack Willow swamp. He said that he knows of several long-term community members that would be concerned about the welfare of this swamp. Mr. Schmidt said that they looked at that, but they did not feel like that was the right place for the trail.

Relative to the preservation of that area they did put the sensitive area into an out lot so that it would not be part of anyone's property. It would either be given to the city or be owned by the HOA so it would not be anyone's specific property.

Commissioner Niziolek asked if they would consider extending that property south to help protect that identified significant piece of property. Mr. Schmidt said that the current use is not protecting that area at all including the neighbors, and whereas the developers are doing something that would protect it more than it is today. He is willing to consider extending it south to see if there are areas where they could move it south but making sure that there is enough area for homeowners to use. He can discuss this with their engineers.

The green highlighted trail on the map is the location of where the trail will be on the south side. Commissioner Niziolek said that ideally there would be a collector trail system in this area according to the trail master plan and this does not seem to have that. He said this one seems to cross a lot of driveways so it does not really work as a collector trail but if it was it would have potential to be able to collect members of the community and draw them to the Great Northern Trail.

Mr. Schmidt recognizes the idea of this being a collector trail. He pointed out it that it is a significantly more expensive trail considering it is a rural section. He does not know how to get around crossing driveways without it being a cluster development, but he was told that is not what is of interest out here. He said the distance between the driveways is vast compared to a regular neighborhood.

Commissioner Niziolek said then this cannot be a collector trail with this many driveways and current design, it would just be a sidewalk.

Mr. Stremcha asked if the commission would consider having the developer modify the trail to run through the Burr Oak property and past the storm water pond and then come through the rear of the properties and then run north? Commissioner Niziolek said that he does not believe that would be of much value with only cutting out five homes. Chair Anderson said by creating a 10-foot-wide sidewalk he said they are creating a long-term maintenance concern versus whatever sidewalk the Council requests. He does not see any value whatsoever to have a trail in this configuration. He is



hoping the commission makes a recommendation for a collector trail as shown in the master plan even though it is not shown in this plan. He believes they need to follow their guidelines, and this does not meet those.

Chair Anderson asked if the county would allow the city to use the private driveway as an access point for the future. Mr. Stremcha said that staff have not explored that access point being it is a private driveway. With its current configuration as an alternative, with Burr Oak not being developed yet, having additional land in that area even as a maintenance driveway, staff does see value in the future and would recommend having both the smaller triangle outside of the utility easement and the rectangular component of the easement.

Commissioner Stewart said it is still not clear what they could do with that triangle.

Commissioner Niziolek asked to have confirmation from the county to be able to use the driveway before he would want to act on it. Mr. Stremcha he would not be able to get that answer before the Commission would need to act on it. Chair Anderson said it is still 1.6 acres of land regardless and he pointed out that even if it is not a recycled asphalt driveway it is still additional land to the park regardless so he feels they should accept it either way.

Chair Anderson asked the commission if they had any additional questions.

Commissioner Niziolek said he cannot accept the entire east side because it is under the power line. Mr. Stremcha explained that his recommendation is because it does have access already and it does have value. The current power line has limited usability, but that is primarily because of its functionality as a storm pond. It still has value if the access point is available for long-term private or public parking.

Moved by Commissioner Stewart and seconded by Commissioner Loidolt to accept staff's recommendations for park dedication land including the smaller triangular area excluding the transmission line to the west and the 1.6 acres adjoining the southeastern part and the remainder in cash at the applicable market rate. Motion carried 5-0. Commissioner Niziolek abstained.

Moving on to the trail portion Chair Anderson asked the commission for input. Commissioner Loidolt suggested the possibility of running the trail along Ranch Road on the north side and then run into Burr Oak and then go north between lots 8 and 9 to hook up to the northern portion cul-de-sac. He said this would avoid a lot of the conflicts with the driveways and still get to the Great Northern Trail.

Commissioner Niziolek said they already have a trail on the south side of County Rd 33 and the goal is now to get to the GNT. When the conceptual trail was drawn there was intent to go by the Tamarack Willow swamp. This has been a concept and in discussion for about 20 years.

Commissioner Loidolt said he could put sidewalks then. Commissioner Niziolek said that it must be a collector trail. Chair Anderson pointed out that they are a recommending body and, the recommendation that they put forth will go to the council decision. Chair Anderson said that he recommends the 10-foot trail that is shown should be taken out and replaced with a sidewalk and also

make a recommendation to follow the master trail plan to put in a collector trail that would go into this neighborhood, but what is shown does not serve that purpose and really has no value.

Chair Anderson asked what their thoughts are about pulling a trail out of this development because it does not serve a purpose. Commissioner Stewart said he agrees and pointed out that there are a lot of neighborhoods with no connections getting in and out of the neighborhood. It needs to serve the point of connectivity and if this will not serve that then there is not a point.

Commissioner Niziolek said he wants to make sure there will be sidewalks. Chair Anderson said council will recommend that.

Chair Anderson said his hope would be that planning would take out the trails master plan document with developers and make sure that trails are considered early on before plans get to the commission, and then it is too late. He is disappointed that they are to this stage and going to lose a major piece of their trail system that they spent a lot of time talking about when developing the master trail plan.

Moved by Commissioner Stewart and seconded by Commissioner Varty that the trail shown in the proposal be removed and recommend they strive to create a collector trail as shown in the master plan. Motion carried 6-0.

7.3 PT Complex Welcome Plaza

Mr. Stremcha presented his report. He provided a handout from HKGi showing the design of the welcome plaza, which was not initially included in the packet.

Included in the packet is a letter of intent regarding what they had proposed back in July 2023. Included in the agreement was a conceptual drawing of what the welcome plaza would look like and include. Some of the concerns brought up at the last Commission meeting was ADA accessibility and foul balls around fields five and six. In the new rendering those issues were addressed. The City Council reviewed the new rendering on September 3, 2024, and wanted additional feedback and discussion from the Commission. When they went to bid for the project the logos came in a little over \$30,000 when the estimate was a little over \$2500 a piece by the engineer. Staff's recommendation was to remove the logos to bring the construction bid down from 270,000 to 240,000.

This project has that fundamental component funding which is over a period of time not necessarily funds in the bank to date. The goal would be to fund the development and improvements of this welcome plaza on the front end versus seven years into the project as funds have accumulated over time. The naming rights of the Community Event Center is a built and established property, so it differs from this in that it is additional concrete show floor space. Staff used this as an opportunity to create a safer controlled pedestrian crossing.

Councilmember Beyer said this was on City Council consent agenda on September 3. The naming rights were \$350,000 over 10 years which equates to \$35,000 per year. This project is \$240,000. His concern is that this would be front funded by the City of Elk River. The city has only truly collected about \$20,000 so far. Councilmember Beyer said that the City has traditionally not funded anything up front more than 50% and this is significantly more. That is why the City Council sent it back to the Commission for more discussion.

Commissioner Loidolt said that he appreciates the concept and the controlled crossing, but he said that it looks like it is about twenty feet across, in the middle of the fields and looks like a big traffic jam. He said he does not see traffic wanting to go through there and that they would choose to go either instead. Chair Anderson verified that this is the main drive/parking lot. Commissioner Loidolt said that the ADA cars would be in a bad spot to get hit and he is appalled at the price of those logos. He is not sure where the pricing came from for stamping and staining concrete.

Chair Anderson said that he thinks it appears as though they made it narrow to accommodate parking.

Mr. Stremcha reviewed the engineers estimate and then the low bid that came in. Chair Anderson shared concerns that every time anything has ever been planted in the city that needs to be maintained he sees a lack of consideration for future maintenance. While he does love plants and shrubs, he said that this looks like a lot of maintenance to him. He said that he would want to see a plan to maintain the beauty since he does believe landscaping is very important in the community.

Commissioner Niziolek said he thinks they are looking at setting a price limit and then what can they do from there. He asked what an appropriate amount of money would be to spend. Chair Anderson asked what fund would pay for it. Mr. Stremcha said the funds from the naming rights go into the park improvement fund so the money would come out of the park improvement fund and is not currently in the budget. Chair Anderson pointed out that the Commission has gotten scolded for spending money out of the PIF when they do not have it in the budget so he feels they should wait for another budgeting cycle, so it does not affect their ability to spend.

Councilmember Beyer said that it was a concern of the City Council as well to be fiscally responsible when it was not already in the budget. Chair Anderson said that while they want to work with the sponsor, they also want to get their monies worth.

Commissioner Loidolt asked to make a recommendation to have a work session on it. Mr. Stremcha said to Councilmember Beyer that the Council has decided to move it to a future date of discussion.

Mr. Stremcha said that the gravel out there is not an even level grade as far as a parking lot aspect. One of the significant concerns would be the cost of fill to make it even for drainage. Mr. Stremcha pointed out that City Council had tabled the item for a future meeting without a specific date so there is not a time frame with this item. The original goal was to begin work this Fall and finish in the Spring of 2025.

Moved by Commissioner Loidolt and seconded by Commissioner Niziolek to table the discussion on the PT Complex Welcome Plaza for a future work session to be determined. Motion carried 6-0.

8. Discussion Items

8.1 Disc Golf Site Tour Recap

Chair Anderson thanked the community members and staff attending the disc golf tour. He then asked Mr. Stremcha to facilitate the discussion.

Mr. Stremcha asked the commissioners to summarize the pros and cons of Meadowvale Heights Park location first and then Burr Oak Park. This will help the Commission decide which site they would like to focus on and then they can work with community partners to develop a future plan. Chair Anderson asked those in the audience to participate as well if they wanted to.

The pros of Meadowvale Heights Park:

Commissioner Loidolt pointed out that it is close to town and there are a couple of ways to get in and out of it. Commissioner Niziolek said it provides potential for a phased approach, expansion, family friendly amenities, and paved trails. Commissioner Fermoye likes the potential for easy access and creativity. Commissioner Varty agreed with the previous statements of creativity, potential phases, topographical diversity, and pointed out that it is an underutilized parcel of land.

The Cons of Meadowvale Heights Park:

Commissioner Loidolt pointed out that there is no parking. Commissioner Fermoye said that it is a long way to get into center of the park. Commissioner Stewart shared that he believes it would require solid planning to connect the golf sections. Commissioner Niziolek pointed out that pedestrians on the trail would be in the way.

Tim Schreider, resident of Otsego, shared that he has concerns about parking and pointed out that without a parking lot there would not be the ability to host a league or tournament as well as he views the park as only having room for about nine holes and that is with a lot of planning.

Commissioner Niziolek said there is about the same amount of playable usable highland as Burr Oak.

Katie Ellsworth, resident of Elk River, shared that she believes there would be enough spaces for eighteen holes, but it would need planning to connect to the usable highlands.

Pros of Burr Oak:

Commissioner Stewart said there would be a chance for parking and more shovel ready. Commissioner Varty said it would be easier to get started at that location and start making progress. Commissioner Fermoye said it would be easier because it is a big square. Commissioner Niziolek pointed out the nice Burr Oak trees. Commissioner Loidolt pointed out the mature trees and more shovel ready. Chair Anderson shared super cool topography and no current neighbors.

Mr. Stremcha pointed out that this park would have option of eighteen holes.

Tim Schreider shared his history of experience in the field of disc including competition and course design. He believes that Burr Oak Park would have the potential to be an 18-hole disc golf course that would serve all skill levels and abilities.

Cons of Burr Oak Park:

Commissioner Steward has questions about easements and concerns about the power lines. Chair Anderson shared that other communities have courses under power lines. Mr. Stremcha said that the recommendation of the course design would have the tee box under the power line so the discs would not be going towards the lines. The direction of the tee boxes would be complementary to the power lines.

Commissioner Varty pointed out that it is buggy and has a lot of sand burrs. Commissioner Fermoye said that the land is wide open with nothing in or around it. Chair Anderson explained the history of the park land and why that piece of land exists. Commissioner Niziolek pointed out that soil erosion would be a major issue at this park due to usage.

Chair Anderson said that the sand burrs will be inconsolable and bad for anyone going off into the brush to get a frisbee. Commissioner Niziolek said that there will be a need to control the red cedars, so it does not become a thicket to allow the burr oaks to grow up. Chair Anderson also said that buck thorn could go wild out there, and it would need maintenance. He has concerns about it being too dusty.

Katie Ellsworth shared her concerns about the power lines limiting the course design. She also has concerns about how rural the location of the park is as well as the sand burrs. She also says she thinks this course would be easy to intermediate whereas the Meadowvale location would offer more variety. It is also too close to the Zimmerman disc golf park location, which is very well established.

Chair Anderson said that Meadowvale Heights Park site wins for the number of positives and while there are challenges, but he loves challenges. He also thinks they could start planning and phasing it in right away. Commissioners Fermoye, Varty, Stewart and Niziolek all agree and also think they can start phasing it in right away. Commissioner Loidolt disagrees and says there will be a huge problem with parking. He pointed out that having a tournament with 40 or 50 cars would be a major issue. Chair Anderson said he could see there being neighborhood resistance.

Commissioner Niziolek said that if the community becomes more welcoming to roadside parking, they will save taxes on building and maintaining parking lots.

Katie Ellsworth asked if a parking lot could be put into the park since there could be space. She pointed out that it could initially be small or grow from street parking to a parking lot. Commissioner Niziolek said that it would be nice to have a south access.

The Commissioner discussed areas around the north and south neighborhoods that would provide roadside parking identifying the south side as the best option. Mr. Stremcha said that it is important to have visibility in parking areas for safety.

Tim Schreider said that if a disc golf course were to go into Meadowvale Heights, he recommended listing the course on a disc golf park finder website to gather feedback from users but he also said that he doesn't see this park as providing anything other than a neighborhood golf course to help keep it smaller and private.

Commissioner Niziolek said he thinks that would be good as he sees their goal as providing amenities for City of Elk River community. Chair Anderson said this is a giant undertaking to just provide a neighborhood course.

Mr. Stremcha said that after the work session and open house, and it was narrowed down to these two. Mr. Stremcha said that does not prohibit the possibility of something in the future if the commission chose not to pursue either park. There could be future pieces of land acquired through park dedication etc. but as far as what is available now, they are limited.

Katie Ellsworth said she still thinks this would be a good option if parking could be figured it out.

At this time, the commission concluded that they could not make a decision on either park at this time. Chair Anderson said he does not see a viable site in either of these options.

8.2 ECC Solar Trail Lighting and Other Cooperative Efforts

Matthew Fomby and Vern Iverson, members of the City of Elk River Energy City Commission presented. Mr. Fomby explained that their job is to look at the community and try to find ways to promote energy efficiency in the community. They would like to discuss ideas for solar lights on one of our trails and have about 12,500 dollars to spend.

Chair Anderson asked how many feet of trail they are looking at. Mr. Fomby said they would not know without going out for a request for proposal. They are just kicking off an idea, they do not have any details. They would need to know if they would be interested in something from above, down on the ground etc.

Commissioner Niziolek said he wants to figure out how much trail they could light and then they could look at possibilities.

Mr. Fomby asked for ideas of average lengths of trails. Commissioner Niziolek said that there are a lot of varieties of lengths.

Mr. Fomby said he can go back to get multiple types of lighting prices and see how far that would get them and bring it back. Commissioner Loidolt said he thinks it is a good idea. Commissioner Niziolek suggested overhead lighting.

Mr. Stremcha asked if they were looking at something with a height like along highway 10. Mr. Fomby pointed out it could be a portion of trail that goes under a canopy of trees, etc. Commissioner Niziolek said they are looking for diversified links in the trails. Chair Anderson said they only want to put lights up if they need to. Mr. Fomby will get prices for overhead lights, potential lengths and will contact staff to come back to present the information. Vern Iverson gave a big thank you for the Orono Park renovations.

8.3 Horse Usage in Parks and Trails

Mr. Stremcha asked the commission for input on the reports of horses being seen by residents on the trails in local parks. Chair Anderson said that he has gotten calls from three individuals about horses in Woodland Trails Park scaring them in the park because it was unexpected. It used to be posted as a rule about 20 years ago, but it is not an ordinance, so it is not enforceable. He cannot think of any park in the city that is compatible with having horses. Commissioner Niziolek said horses are incompatible with other trail users. Chair Anderson said that horses cause trail damage resulting in a lot of maintenance. He thinks that users should be told about the trails for horses out at Sand Dunes State Forest. Chair Anderson asked if staff could draft an ordinance. Mr. Stremcha said staff could do that and come back to a future meeting.

9. Recreation Manager Update

9.1 Parks and Recreation Manager Update

Mr. Shelby presented his report. Commissioner Niziolek asked about the timeline for anticipated surface work on the trail in Woodland Trails Regional Park. Mr. Shelby has not seen anything but will investigate and get back to him. Commissioner Niziolek also asked about the Rivers Edge Commons construction and Mr. Shelby confirmed it starts at the end of October.

Chair Anderson asked how many teams are in fall softball and would like a follow up presentation to the beginner's course that was installed at Hillside Park.

10. Division Manager Updates

Mr. Stremcha stated that this can be removed from the agenda.

11. Announcements

12. Motion to Adjourn Meeting

Moved by Commissioner Fermoye and seconded by Commissioner Varty to adjourn the special meeting of the Parks and Recreation Commission at 8:37pm. Motion carried 6-0.

Minutes prepared by Dawn Larson.

Dave Anderson, Chair

Tina Allard, City Clerk



Request for Action

To
Parks and Recreation Commission

Item Number
6.1

Meeting Date
October 9, 2024

Prepared By
Jeff Shelby, Recreation Manager

Item Description
PT Complex Welcome Plaza

Reviewed by
Jeff Shelby
Joe Stremcha

Action Requested

Discuss changes to proposed plan, both in terms of structure and cost.

Background/Discussion

At the September Parks and Recreation Commission meeting, the commission declined to recommend the existing proposal as presented. Further discussion is needed to amend and create an acceptable proposal.

Financial Impact

The funding source for the Plants and Things Recreation Complex Welcome Plaza will be the Park Improvement Fund, using sponsorship funds described in the agreement with Plants and Things USA that amount to \$350,000 over 10 years.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

1. Naming Rights Agreement - Plants and Things Recreational Complex - August 21 2023 FINAL
2. Illustrative ADA Route
3. BidWorksheet_9254048_Eval WELCOME BID RESULTS
4. Additional Information

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



ELK RIVER RECREATIONAL COMPLEX NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT (“Agreement”) is made as of this 21st day of August 2023 (the “Effective Date”), by and between the **CITY OF ELK RIVER**, a Minnesota municipal corporation (“City”), and **PLANTS AND THINGS , INC./FURNITURE AND THINGS, INC.**, a Minnesota Corporation (“Primary Sponsor”). The following recitals form the basis for this Agreement and are made a part hereof.

RECITALS

1. The City of Elk River owns the Elk River recreational complex (“Facility”) with a street address of 9950 165th Avenue, Elk River, MN 55330 and 9730 165th Avenue, Elk River, MN.
2. Primary Sponsor is a furniture retailer located at 15612 Jarvis ST NW Elk River, MN 55330 with the intent of attaining exclusive naming rights to the Facility.
3. The City and Primary Sponsor enter into this Agreement whereby in exchange for Primary Sponsor’s agreement to make initial and annually recurring Contributions (as hereinafter defined) to the City for deposit to the Facility fund, the City agrees to grant to Primary Sponsor the naming rights for the Facility, as set forth and agreed to in this Agreement.
4. Other than the naming rights set forth and agreed to in this Agreement, the City is not giving Primary Sponsor anything of value for the Contributions.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE MUTUAL PROMISES AND CONSIDERATIONS SET FORTH BELOW, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CITY AND PRIMARY SPONSOR AGREE AS FOLLOWS:

Article I Facility Name and Naming Rights

1. **Facility.** The City grants to Primary Sponsor exclusive naming rights for the Facility.
2. **Facility Name and Logo.** The City and Primary Sponsor will work together to create a name and logo for the Facility that showcases Primary Sponsor’s business.
 - a. The name and logo will be agreed on by the parties and approved by the Elk River City Council.
3. **Facility Signage and Related Naming Rights Assets.**
 - a. Primary Sponsor will be permitted Facility signage as listed and depicted in **Exhibit A**, which is attached hereto and incorporated herein.

- b. In addition to signage, Primary Sponsor is granted the related naming rights assets enumerated and depicted in **Exhibit A**.
- c. The City will fabricate and install the signage and related naming rights assets and will own, maintain, and replace (if required due to normal wear and tear) during the term of this Agreement.
- d. The City and Primary Sponsor will work together to develop a signage package and a budget for the signage and additional naming rights assets. The City and Primary Sponsor will share the signage expense equally.
- e. Primary Sponsor will also be responsible for any future costs for signage or other naming rights assets related to a request by Primary Sponsor to modify or change the name or logo of the Facility.

Article II Exclusivity

1. **Exclusivity.** Primary Sponsor will have category exclusivity for all advertising within the Facility. The City will not make agreements with any Primary Sponsor “Competitor.” “Competitor” is defined as a retail business engaged exclusively or primarily in furniture and/or garden center sales. By way of example, this would include, but not be limited to, businesses such as Hom Furniture, Ashley Furniture, By the Yard inc., etc. Competitors do not include businesses such as Target, Walmart, Menards, etc., that may sell furniture and/or have a home and garden center but are not engaged exclusively or primarily in retail furniture and/or home and garden center sales or outdoor sheds and furnishings.
2. **Secondary Sponsors.** The City reserves the right to sell advertising and entitlement to secondary sponsors, excluding Competitors (“Secondary Sponsors”), as set forth herein for naming of other current or future physical spaces within the Facility, including the football/lacrosse/soccer rectangular fields, baseball/softball fields, training/warmup areas, playground, concessions building, and such other areas as may be delineated or added in the future. The City also reserves the right to sell entitlement to Secondary Sponsors for naming of other Facility assets including, but not limited to, fence signs, equipment wraps, etc.

Article III Contribution

Primary Sponsor hereby agrees to make an initial contribution (“Contribution”) to City of Thirty-Five Thousand and 00/100 dollars (\$35,000.00) payable in full on the Effective Date of this Agreement. Thereafter, on or before each annual anniversary of the Effective Date, each year during the term of this Agreement, Primary Sponsor shall make an annual contribution of Thirty-Five Thousand and 00/100 dollars (\$35,000.00).

Article IV
Relationship of Parties; No Property Interest

1. **Relationship of the Parties.** Under this Agreement, the parties shall at all times be acting and performing as independent contractors. Nothing contained in this Agreement shall be construed to create a joint venture, principal, and agent, or any similar legal or equitable relationship between the parties. Neither party shall have or exercise any control or direction over the methods by which the other party provides services contemplated by this Agreement. Nothing in this Agreement shall be construed to give Primary Sponsor any control over or responsibility for operation of the Facility.
2. **No Property Interest.** Nothing in this Agreement shall be construed as granting to Primary Sponsor any property interest in any City-owned property. The City maintains all its rights as the fee owner of the Facility and all improvements thereon on behalf of itself and the public.

Article V
Term and Termination

1. **Fixed Term.** The Term of this Agreement shall commence on the Effective Date and remain in effect for a period of ten (10) years, until the 10th anniversary of the Effective Date (the “Expiration Date”).
2. **Early Termination.**
 - a. **Early termination by Primary Sponsor.** Primary Sponsor may terminate this Agreement for any reason, effective on the fifth (5th) anniversary of the Effective Date by giving City no less than one (1) year’s written notice of its intent to terminate. If Primary Sponsor terminates this Agreement on the fifth (5th) anniversary of the Effective Date, Primary Sponsor shall pay City, at the time of its written notice of termination, a \$50,000 early termination fee in lieu of the annual \$35,000 contribution.
 - b. **Early Termination for Cause.** Either party may terminate this Agreement for good cause shown. The terminating party shall give a written “Notice of Intent to Terminate” the Agreement. The Notice of Intent to Terminate the Agreement shall set forth the reason(s) for termination of the Agreement and shall allow for a “Cure Period” during which time the non-terminating party shall have the opportunity to cure the purported breach or default. If either party fails to cure and Good Cause continues to exist following the applicable cure period, the other party shall be entitled to terminate the Agreement or seek specific performance, and in any event, may sue for damages. In any action for damages under this Agreement, neither party shall be liable or responsible under any circumstances for consequential, incidental, indirect lost profit, or punitive damages of any kind.
 - c. “Good cause” for City to terminate includes, but is not limited to, the following:
 - i. Any material breach of the terms, conditions, and obligations of this Agreement by Primary Sponsor;

- ii. Failure by Primary Sponsor to deliver the contributions provided for in Article III hereof. The Opt-out fee provided for in Article V(2)(a) hereof, or any required payment as set forth herein;
 - iii. Any crime by Primary Sponsor or any principal or owner of Primary Sponsor that causes Primary Sponsor to come into disrepute in the greater Elk River Area;
 - iv. Occurrence of insolvency or bankruptcy of Primary Sponsor, or upon the general assignment by Primary Sponsor for the benefit of creditors, or upon the consent of Primary Sponsor to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
 - v. Occurrence of a Transfer Event which City has not consented to, as provided in Article VII of this Agreement.
- d. “Good cause” for Primary Sponsor to terminate includes, but is not limited to, the following:
- i. Any material breach of the terms, conditions, and obligations of this Agreement by City;

3. **Removal of Signs, Logos, and Marks.** Upon termination or expiration of this Agreement, City shall have the right to remove all signs, logos, and marks in all locations throughout the Facility at no cost to the primary sponsor.

4. **First Right of Renewal.**

- a. Primary Sponsor shall have the first right to renew this Agreement beyond the Expiration Date by delivering written notice of its desire to do so at least one year before the Expiration Date.
- b. If Primary Sponsor provides notice of its desire to renew the Agreement, the parties will enter into a good faith negotiation to renew the Agreement on terms acceptable to both parties. All the terms of the Agreement shall be subject to negotiation.
- c. If terms to a new Agreement are not agreed to six (6) months before the Expiration Date, the parties may, at their option, continue negotiations, but City shall have the right to negotiate with third parties for a new Naming Rights Agreement and doing so will not constitute bad faith.
- d. This First Right of Renewal does not obligate either party to agree to a renewed agreement, nor to agree to any particular terms of a new agreement. The intent of this Article V, Section 4, is simply to provide a minimum six-month (6-month) period during which Primary Sponsor shall have the exclusive right to negotiate with City to renew this Agreement.

Article VI

Indemnification; Insurance

1. **Indemnification.** Without a waiver of City's statutory immunities pursuant to Minnesota Statutes Chapter 466 or other applicable law, each party agrees to defend, hold harmless and indemnify the other Party against any and all claims, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees and costs) asserted against, imposed upon, or incurred by the other Party that arises out of, or in connection with, the Party's default under or failure to perform any contractual or other obligations, commitment, or undertaking under this Agreement. Each Party further agrees that it shall be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and results thereof. The provision of this Article shall survive the termination of the Agreement with respect to any claim, action, or proceeding that relates to acts or omissions during the term of this Agreement.
2. **Insurance.** The City shall maintain such insurance as is customarily maintained by owners of comparable facilities.

Article VII

Assignment

1. City shall be free to assign any of its rights or obligations under this Agreement to any successor in interest to City-owned property.
2. In the event Primary Sponsor shall propose to undergo a change in control, sell, assign, merge, reorganize, consolidate, or otherwise dispose of its business (any of the foregoing being a "Transfer Event"), Primary Sponsor shall notify City of such fact within thirty (30) days prior to such proposed Transfer Event. The notice shall state whether the Transfer Event will or could affect the exercise of Primary Sponsor's rights hereunder or whether it could result at any point in the renaming of the Facility and, if so, the new name proposed by Primary Sponsor or its successor.
 - a. If a new name and/or logo for the Facility is proposed in connection with a Transfer Event, the new name and logo must be agreed to by City and approved by the City Council in its sole discretion.
3. If, as a result of the Transfer Event, Primary Sponsor would not be the holder of rights under this Agreement, or Primary Sponsor is not the successor in the Transfer Event, then City's written consent to the Transfer Event shall be required. If City consents, the successor in the Transfer Event shall assume all of the obligations of Primary Sponsor under this Agreement and shall have all of the rights and obligations of Primary Sponsor under this Agreement.
4. In the event that a proposed Transfer Event will result in the renaming of the Facility to a company whose business conflicts with a naming rights or other agreement City has with respect to the Facility, or a company whose business practices could be detrimental to the public image or reputation of City or the Facility, in the sole discretion of City, then City shall have the right to terminate this Agreement by written notification within sixty (60) days after receiving notice of such proposed Transfer Event. In the event of such termination, Primary

Sponsor shall be obligated to pay all funds contemplated by this Agreement to be due and payable through the Expiration Date.

5. No Transfer Event shall relieve Primary Sponsor and any successor entity from being jointly and severally liable for payment and performance of all obligations of Primary Sponsor under this Agreement if the City does not exercise its right of termination as provided in Sec. VII (4).

Article VIII Notices

All notices hereunder by either Party to the other shall be in writing. All notices, demands, or requests shall be deemed given when mailed, postage prepaid, registered, or certified mail, return receipt requested.

If to the City:

City of Elk River
Attn: City Administrator
13065 Orono Parkway
Elk River, MN 55330

If to Primary Sponsor:

Plants and Things/Furniture and Things
9792 Gateway Road
Elk River, MN 55330

Article IX General Provisions

1. **Amendments.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the Parties hereto.
2. **Interpretation of Agreement.** The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope of intent of any provision of this Agreement. Unless otherwise provided herein, whenever the consent of City is required to be obtained, City may give or withhold such consent in its sole and absolute discretion.
3. **Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
4. **Attorneys' Fees.** In the event of a dispute regarding any provision of this Agreement, the Party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including without limitation, court costs and attorneys' fees.
5. **Time of Essence.** Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified including, but not limited to, the expiration of the term.
6. **Cumulative Remedies.** All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

7. **Survival of Indemnities.** Termination of this Agreement shall not affect the right of City or Primary Sponsor to enforce any and all indemnities and representations and warranties given or made to the other Party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.
8. **Entire Agreement; Exhibits.** This Agreement, including exhibits, shall constitute the entire agreement of the Parties. Any and all prior agreements or understandings of the Parties shall, upon execution of this Agreement, be null and void.
9. **Waiver.**
 - a. Any term or condition of this Agreement may be waived at any time by the Party entitled to the benefit thereof. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.
 - b. The failure of either Party to give notice or demand strict performance by the other of any of the terms, obligations, covenants, or conditions set forth herein shall not be construed as a waiver or relinquishment of the other Party's right to seek a remedy for or demand strict performance of said terms, obligations, covenants and conditions.
 - c. The failure to terminate this Agreement for default shall not constitute a waiver of any remedies the non-defaulting Party would otherwise be entitled to demand.
 - d. All waivers shall be done in writing to be valid.
10. **Force Majeure.** If the performance by any Party of any obligation set forth in this Agreement (other than the payment of money) is prevented by an act of God, force majeure or similar contingency or unexpected event beyond the control of any Party, such occurrence shall be considered a valid excuse for non-performance or delay in the performance of the obligations hereunder.
11. **Compliance with Laws.** In performing its obligations under this Agreement, each Party will comply with all local ordinances, state and federal statutes, orders, by-laws, regulations, and other laws of any applicable governmental entity or agency.
12. **Costs and Expenses.** Each Party must pay its own legal costs and expenses for the negotiation, preparation, and execution of this Agreement.
13. **Governing Law and Jurisdiction.** Any and all matters in dispute between the Parties arising from or relating to this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota and the exclusive jurisdiction for any claim or action arising out of or relating to this Agreement shall be the state or federal courts located in Sherburne County, State of Minnesota.
14. **Section Headings.** Section headings are for reference purposes only and are not intended to create substantive rights or obligations.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective on the Effective Date noted above.

City of Elk River

Primary Sponsor

By

John J. Dietz, Mayor



Owner, Furniture and Things / Plants and Things

By

Tina Allard, City Clerk



Owner, Furniture and Things / Plants and Things

Exhibit A

Naming Rights Signage and Assets

SIGNAGE:

Exterior Signage

- Rebranding the monument sign on the northwest corner of the Facility at 165th Ave NW.
 - Maximum square footage of sign to be as allowed by the City Zoning Code.
 - Sign to be backlit.
- Branding and directional signage located throughout Elk River.
 - Double Sided Signage on Jarvis St NW
 - Double Sided Signage on 165th Ave NW

Internal Signage

- Integration into all interior directional signage and ancillary messaging found in the Facility.
- Opportunities to display marketing material on all Facility brochure racks and message boards.
- Two 9-foot by 7-foot Facility logo printed banner on each ballfield.
- 2nd floor of concession building Facility logo

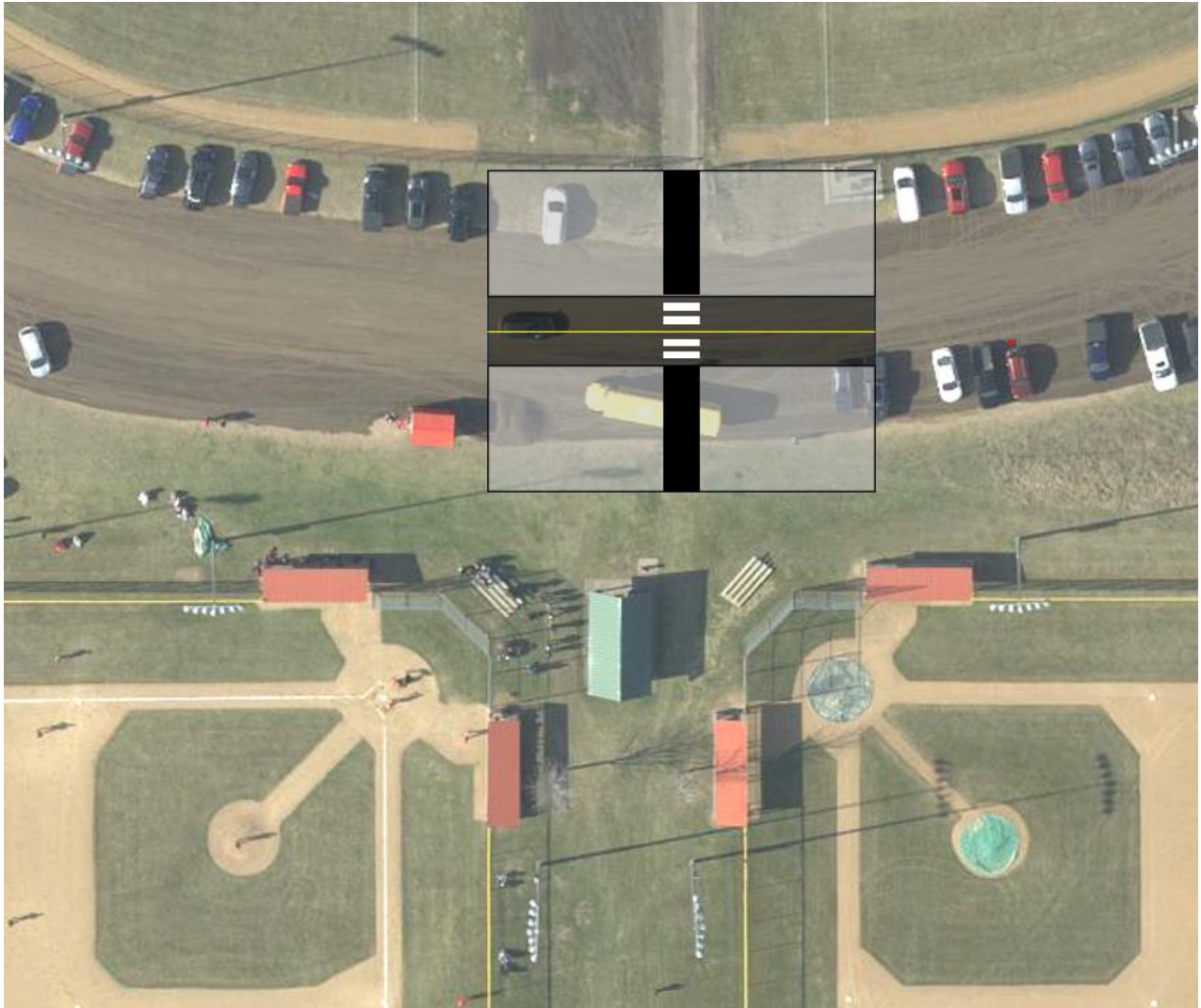
Internal Common Areas

- Four 30 foot by 45 foot concrete pads at a location agreed on by the parties.
 - Plants and Things Welcome Plaza
- Utilizing common areas for the primary sponsor's show room displays at various locations agreed on by the parties.

Monument Rebranding



Plants and Things Welcome Plaza





I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Signature _____

Paul Paige, PLA

Registration No. 2395

Date 07.30.202

Client: _____

CITY OF
ELK RIVER,
MINNESOTA

Project: ELK RIVER
RECREATION COMPLEX
9950 165th Avenue

Sheet Title: PLANTING PLAN

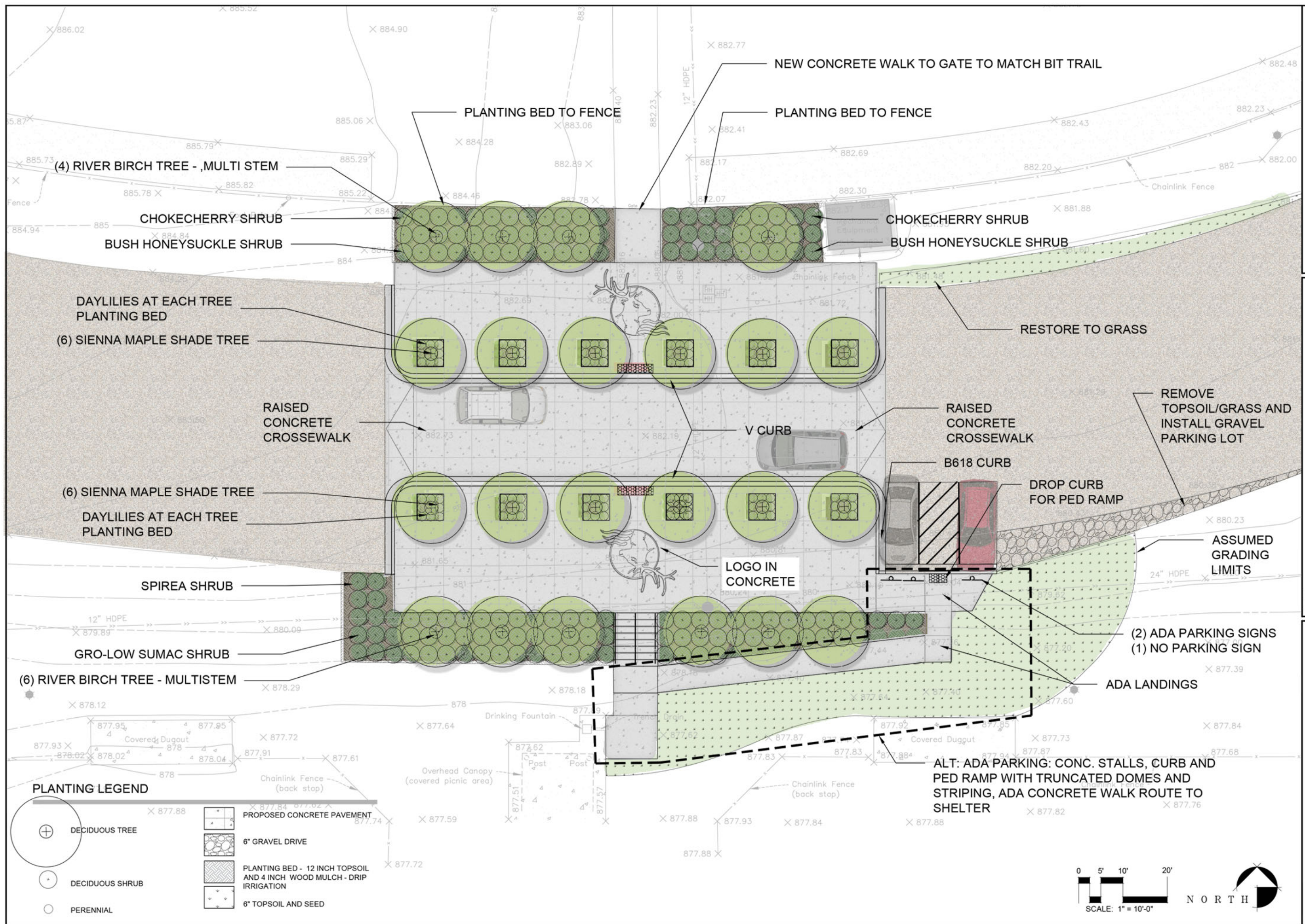
[illegible]

Drawn by: _____

Checked By: _____

Sheet Number:

ILLUST



Elk River Welcome Plaza (#9254048)
Owner: Elk River MN, City of
Solicitor: Hoisington Koegler Group, Inc
08/27/2024 02:00 PM CDT

Section	Tit Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Divine Designs General Contracting LLC		Albrecht Company		Parkstone Contracting, LLC		Urban Companies			
						Unit Price	Extension	totals	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
PART 1 - SITE PREP:																	
	1	1	ADMINISTRATION: MOBILIZATION	LS	1	\$10,000.00	\$10,000.00			\$7,560.00	\$7,560.00		\$6,500.00	\$6,500.00		\$47,000.00	\$18,000.00
	2	2	SURVEY AND STAKING	LS	1	\$5,000.00	\$5,000.00			\$3,000.00	\$3,000.00		\$5,000.00	\$5,000.00		\$7,000.00	\$25,000.00
	3	3	CB AND HH ADJUSTMENTS TO NEW GRADES	LS	1	\$5,000.00	\$5,000.00			\$6,500.00	\$6,500.00		\$2,500.00	\$2,500.00		\$5,500.00	\$5,000.00
	4	4	EARTHWORKS - GRADING/FILL/EXPORT AGG PARKING LOT ADJUSTMENTS	LS	1	\$5,000.00	\$5,000.00			\$20,000.00	\$20,000.00		\$23,565.00	\$23,565.00		\$35,000.00	\$50,000.00
	5	5	MISC. SITE PREP: REMOVALS, EROSION CONTROL, CONSTRUCTION FENCING	LS	1	\$3,000.00	\$3,000.00			\$5,000.00	\$5,000.00		\$30,650.00	\$30,650.00		\$6,000.00	\$20,000.00
	6	6	STRIP SOD - SALVAGE AND STOCK PILE TOPSOIL FOR REUSE	LS	1	\$3,000.00	\$3,000.00			\$3,000.00	\$3,000.00		\$2,500.00	\$2,500.00		\$5,000.00	\$10,000.00
PART 2 - PAVEMENTS:																	
	7	7	6" CONCRETE AND BASE	SF	8700	\$12.00	\$104,400.00			\$10.00	\$87,000.00		\$11.00	\$95,700.00		\$14.00	\$121,800.00
	8	8	TRUNCATED DOMES	SF	32	\$100.00	\$3,200.00			\$70.00	\$2,240.00		\$80.00	\$2,560.00		\$90.00	\$2,880.00
	9	9	CURB - B612 AND VALLEY AND BASE	LF	294	\$35.00	\$10,290.00			\$50.00	\$14,700.00		\$60.00	\$17,640.00		\$45.00	\$13,230.00
	10	10	STAIRS - 10FT WIDE - 8 TREADS	EA	8	\$800.00	\$6,400.00			\$1,500.00	\$12,000.00		\$1,850.00	\$14,800.00		\$2,500.00	\$20,000.00
PART 3 - LANDSCAPING:																	
	11	11	PLANTING BED - TOPSOIL, MULCH	SF	2845	\$5.00	\$14,225.00			\$5.00	\$14,225.00		\$4.00	\$11,380.00		\$3.25	\$9,246.25
	12	12	TREES	EA	22	\$750.00	\$16,500.00			\$450.00	\$9,900.00		\$750.00	\$16,500.00		\$600.00	\$13,200.00
	13	13	SHRUBS	EA	139	\$50.00	\$6,950.00			\$25.00	\$3,475.00		\$50.00	\$6,950.00		\$90.00	\$12,510.00
	14	14	PERENNIALS	EA	96	\$20.00	\$1,920.00			\$15.00	\$1,440.00		\$20.00	\$1,920.00		\$20.00	\$1,920.00
	15	15	TURF RESTORE - TOPSOIL, SEED, BLANKET	LS	1	\$2,000.00	\$2,000.00			\$7,500.00	\$7,500.00		\$5,000.00	\$5,000.00		\$5,000.00	\$12,500.00
	16	16	IRRIGATION SYSTEM EXPANSION	LS	1	\$5,000.00	\$5,000.00			\$7,500.00	\$7,500.00		\$7,500.00	\$7,500.00		\$12,500.00	\$20,000.00
PART 4 - MISC																	
	17	17	LOGO IN CONCRETE - SANDBLAST AND STAIN	LS	2	\$2,500.00	\$5,000.00			\$17,500.00	\$35,000.00		\$13,750.00	\$27,500.00		\$11,000.00	\$22,000.00
	18	18	STAIR HANDRAIL - 3 RUNS	LF	33	\$120.00	\$3,960.00			\$120.00	\$3,960.00		\$350.00	\$11,550.00		\$375.00	\$12,375.00
BASE BID TOTAL								\$210,845.00		\$244,000.00		\$289,715.00		\$352,161.25		\$352,161.25	
ALTERNATE 1-ADA WORK																	
	19	19	6" CONCRETE ADA PARKING STALLS AND WALK AND BASE	SF	1320	\$15.00	\$19,800.00			\$10.00	\$13,200.00		\$11.00	\$14,520.00		\$18.00	\$23,760.00
	20	20	TRUNCATED DOMES	SF	8	\$100.00	\$800.00			\$70.00	\$560.00		\$80.00	\$640.00		\$90.00	\$720.00
	21	21	CURB - B612 AND VALLEY AND BASE	LF	27	\$35.00	\$945.00			\$50.00	\$1,350.00		\$60.00	\$1,620.00		\$45.00	\$1,215.00
	22	22	2 ADA SIGNS, 1 NO PARKING SIGN W/BOLLARD	EA	3	\$1,500.00	\$4,500.00			\$2,500.00	\$7,500.00		\$750.00	\$2,250.00		\$1,750.00	\$5,250.00
	23	23	STRIPING OF NO PARKING STALL	LS	1	\$1,200.00	\$1,200.00			\$1,500.00	\$1,500.00		\$1,000.00	\$1,000.00		\$525.00	\$525.00
	24	24	ADDITIONAL GRADING, FILL AND TURF RESTORATION (TOPSOIL, SEED, BLANKET)	LS	1	\$3,000.00	\$3,000.00			\$2,000.00	\$2,000.00		\$7,500.00	\$7,500.00		\$12,000.00	\$10,000.00
ALT 1 TOTAL								\$30,245.00		\$26,110.00		\$27,530.00		\$43,470.00		\$43,470.00	
BASE BID PLUS ALT TOTAL								\$241,090.00		\$270,110.00		\$317,245.00		\$395,631.25		\$395,631.25	
						Engineer Estimate			Divine Designs General Contracting LLC		Albrecht Company		Parkstone Contracting, LLC		Urban Companies		

Plants and Things Welcome Plaza

Joe Stremcha <JStremcha@ElkRiverMN.gov>

Tue 9/3/2024 10:05 AM

To: John Dietz <John.Dietz@ElkRiverMN.gov>

Cc: Cal Portner <CPortner@ElkRiverMN.gov>; Jeff Shelby <JShelby@ElkRiverMN.gov>

📎 4 attachments (2 MB)

Naming Rights Agreement - Plants and Things Recreational Complex - August 21 2023 FINAL.pdf;
SKM_C36823101911020.pdf; Supplement-Requester-Pay-Sign-Application-Furniture and Things.pdf; INV-33600.pdf;

Good morning Mayor Dietz,

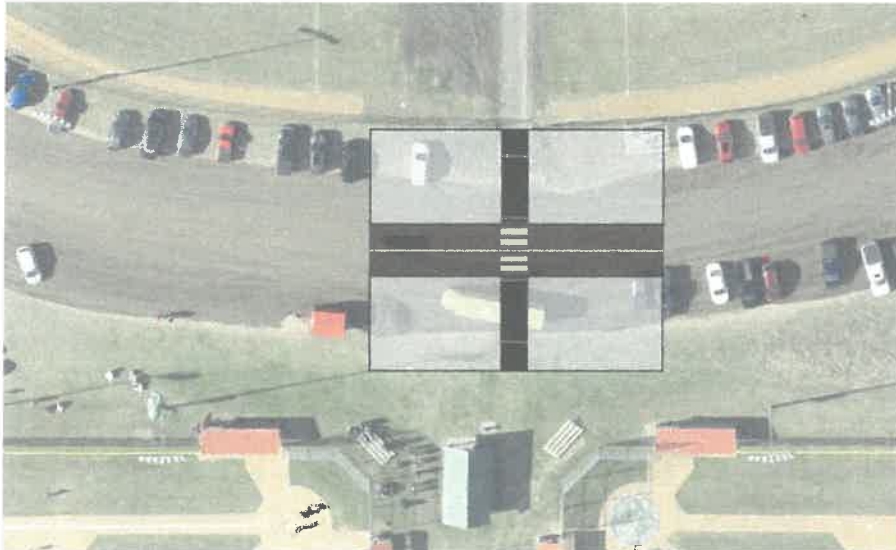
Hope you had a great holiday weekend.

The Plants and Things Welcome Plaza is on page 9 and 11 of the sponsorship agreement.

- \$235,110 = Welcome Plaza.
 - \$270,110 bid - \$35,000 change order to remove concrete logo.
 - Four 30x45 square foot concrete pads between the pinwheel and field 5 and 6.
 - A safer controlled crossing for pedestrians.
 - Phase 1 of a future buildout for a paved parking lot.
 - Provides ADA Accessibility to field 5 and 6.
 - Creates furniture showcase space for Plants and Things.
- \$13,351 = PT Complex Entrance Signage.
- \$4,856 = MNDOT Signage.
- \$2,376 = \$198/banner x qty 12 for Plants and Things.

\$255,693 = Total to date and below is the sponsorship agreement concept (page 11):

Plants and Things Welcome Plaza



Thanks,

Joe Stremcha

City of Elk River – Assistant City Administrator/Business Services Director

13065 Orono Parkway, Elk River, MN 55330

763.635.1022 [ElkRiverMN.gov](mailto:JStremcha@ElkRiverMN.gov)



Memorandum

To: Parks and Recreation Commission

From: Jeff Shelby, Parks and Recreation Manager

Date: October 9, 2024

Subject: Parks and Recreation Staff Report

This report is a monthly highlight of department activities related to recent collaborations, strategic planning, staff changes/developments, and park operations.

Farmers Market

The last outdoor market is October 10th. The indoor market will kickoff at the Elk River YMCA on November 7th.

Upcoming Events

The upper plaza at Rivers Edge is decorated for fall, thanks to the great collaboration between DERBA, Parks and Recreation, and Spike's. Downtown trick or treating will be held on Friday October 25th.

Parks

The trails at Woodlands were resurfaced on September 24th. We have contracted with Pro-Tec Design to install electronic access controls on the entry doors at the Trott Brook barn. The doors will be able to be remotely programed, locked, and unlocked for users, which will provide more security for those groups, while also ensuring that reservation times are accurate. Rivers Edge is still slated to close by end of the month, as construction on the seating area is scheduled to begin.

Senior Activity Center

At the end of September, the senior center had 569 members. Average daily attendance increased from 70 daily check ins per day in August to 83 check ins per day in September. The center hosted a watercolor class, a music event by Zach Johnson, multiple presentations on a variety of topics, as well as a day trip to Red Wing and Stockholm, Wisconsin. 2025 memberships go on sale at the end of this month.

Kristin Gilbertson has resigned her position as the Senior Activity Center Assistant and her last day will be Friday October 11th. That position is now posted, and we are accepting applications.

Fall Programs

Adult softball finished their season on October 8th. We had 9 teams competing. Women's volleyball season has begun, and we currently have 14 teams playing.

MRPA Conference

Warren, Jeff, and Dawn attended the annual Minnesota Recreation and Parks Association Conference in Mankato. We attended multiple education sessions on industry trends and professional growth while networking with colleagues from around the state.

Summer Concert Series

Staff met with the Bank of Elk River to begin planning the 2025 summer concert series. The partnership is working on a series that will feature 8 concerts and we are in the early stages of booking bands.