

AGENDA

Parks and Recreation Commission Regular Meeting

FOREST LAKE, MINNESOTA
CITY CENTER

[City of Forest Lake - Link to Meeting Livestream](#)

**December 17, 2025
5:30 PM**

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance
- 4) Approve the Agenda
- 5) 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.
- 6) Approve Meeting Minutes from November 19, 2025
- 7) Concession Operations Agreement - Kyle Young
- 8) Annual Parks and Recreation Report – Kyle Young
- 9) Boat Races – Kyle Young
- 10) St Peters Parking Lot discussion – Dave Adams
- 11) Potential Dog Park Location – Dave Adams
- 12) Staff Updates
- 13) Parks and Recreation Commissioner Updates
- 14) Adjourn



Parks and Recreation Commission

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Wednesday, November 19, 2025

5:30 PM

City Center - Council Chambers

1. Call to Order

2. Roll Call

Attendee Name	Title	Status	Arrived
Don Theisen	Chair	Present	
Karen Morehead	Vice-Chair	Present	
Aaron Eckert	Commissioner	Present	
Tim Garry	Commissioner	Present	
Sue Herdina	Commissioner	Present	
Melissa Lundmark	Commissioner	Present	
Sandra Madsen	Commissioner	Absent	

3. Pledge of Allegiance

4. Approve the Agenda

Motion: Commissioner Morehead made a Motion to Approve the Agenda with a modification to include a presentation about Let’s Go Fishing.

Motion seconded by Commissioner Garry. Motion carried 6-0.

Let’s Go Fishing

Keith Kuhnly, 7841 North Shore Trail North, summarized the previous presentation from March about Let’s Go Fishing. He reviewed the history of Let’s Go Fishing. He reviewed the funding they raised at this point and noted that they were able to purchase a used pontoon to be able to operate for guests next season. He requested that the commissioners help spread the word in the community. He summarized the goals in place for next season. He reviewed potential costs in future seasons.

Commissioner Morehead asked if veterans or senior groups could pay because they want to. Mr. Kley answered that they would take donations, but the service is completely free.

Commissioner Morehead asked if the City could help cover the cost of a slip. Parks and Recreation Coordinator Young answered that they were working with the Your Boat Club, but the slips were too small to accommodate the boat. They had a conversation about an option to utilize a dock. He discussed the need to consider the City codes.

5. Open Forum – Citizen Petitions, Requests, and Concerns

The Open Forum is available for residents to express personal opinions on any item of business. Please limit your comments to three (3) minutes.

None.

6. Approve Meeting Minutes from October 15, 2025, Parks and Recreation Meeting

Motion: Commissioner Morehead made a Motion to Approve the meeting minutes from the October 15, 2025, Parks and Recreation Commission Meeting.

Motion seconded by Commissioner Herdina. Motion carried 6-0.

7. Parks Master Plan Steering Committee – Kyle Young

Parks and Recreation Coordinator Young reviewed the recommended committee for the Parks Master Plan Steering Committee.

Commissioner Herdina expressed interest in serving on the committee.

Commissioner Eckert expressed interest in serving on the committee.

Motion: Commissioner Morehead made a Motion to Recommend Approval of the Proposed Steering Committee Structure and direct staff to proceed with the recruitment and appointment of members Sue Herdina and Aaron Eckert to serve on the Parks Master Plan Steering Committee.

Motion seconded by Commissioner Herdina. Motion carried 6-0.

8. Bayview Park Project – Dave Adams

Public Works Director Adams reviewed the proposed recommended core layout of Bayview Park with the estimated cost. He requested discussion and direction on the proposal.

Commissioner Morehead said that the minutes stated a couple of ideas on how to get a community survey done.

Commissioner Eckert asked about an opportunity for a gaga ball pit in the green space.

Commissioner Eckert noted that a gaga ball pit might be cheaper than a basketball court.

Public Works Director Adams asked for feedback about the layout. He asked if they wanted to send out a mailer or host an open house. He stated it was not a huge reconstruction project where they wanted full feedback. He asked if they wanted to keep the green space, a basketball court, or a gaga ball court.

Chair Theisen asked about drainage issues and the two houses that would have a playground nearby. He said those residents might be concerned with the proximity of the playground. He asked about raising the playground and bringing in fill.

Commissioner Morehead asked if they could include the local group that helped construct the fish. Public Works Director Adams said that the company had not installed the playground that they were supposed to complete in September.

Parks and Recreation Coordinator Young said that the same company had not installed a piece for the Veterans' Memorial that they were supposed to complete in September.

9. Arts in the Park – Agreement for Professional Services – Kyle Young

Parks and Recreation Coordinator Young discussed the two percent add-on to the fees for the contractor who helps the independent contractor who is responsible for coordinating weekly performers for the Arts in the Park series.

Motion: Commissioner Garry made a Motion to Recommend that the City Council approve of the proposed Agreement for Professional Services.

Motion seconded by Commissioner Morehead. Motion carried 6-0.

10. Arts in the Park Policy – Kyle Young

Parks and Recreation Coordinator Young reviewed the Arts in the Park Policy to establish a clear, transparent, and standardized policy to provide guidance for staff, vendors, and program participants.

Commissioner Morehead asked when they could pay. Parks and Recreation Coordinator Young answered that they would start taking payments after January 1st, but they would expect payment by March or April to start the promotions.

Commissioner Morehead clarified what was included in the policy. Parks and Recreation Coordinator Young clarified the brief policy.

Commissioner Morehead asked about where vendors would be located. Parks and Recreation Coordinator Young answered that the Parks and Recreation Commission could provide certain suggestions and feedback, but the staff would make the ultimate decision regarding vendor locations.

Parks and Recreation Coordinator Young clarified the difference between the policy and the handbook. He stated that the vendor handbook had not changed year-to-year, but the policy would be similar to frequently asked questions.

Commissioner Morehead clarified the liability insurance requirement. Parks and Recreation Coordinator Young answered that the League of Minnesota Twin Cities said that the food vendors did not require liability, but food trucks did need liability.

Public Works Director Adams clarified the reason for the policy.

Commissioner Morehead said that vendors have until March or April to pay. She asked if vendors had ten days to pay. Parks and Recreation Coordinator Young answered that they were working on their approved vendors. They would send out the handbook by a certain date, and the vendors would have two weeks to read the handbook and sign it. After, vendors would receive an invoice and have a time frame to submit their payment.

Motion: Commissioner Lundmark made a Motion to Recommend that the City Council approve the Arts in the Park Policy.

Motion seconded by Commissioner Eckert. Motion carried 6-0.

11. City of Forest Lake Athletic Facilities User Classification Policy – Kyle Young

Parks and Recreation Coordinator Young clarified the athletic facilities user classification policy to clearly lay out where each user falls within the set fee schedule.

Motion: Commissioner Morehead made a Motion to Recommend that the City Council approve the proposed Athletic Facilities User Classification Policy.

Motion seconded by Commissioner Garry. Motion carried 6-0.

12. Veteran’s Memorial Agreement – Kyle Young

Parks and Recreation Coordinator Young reviewed the agreement with the Veterans Memorial Committee to clarify the long-term maintenance responsibilities; specifically, how minor repairs and general upkeep will be handled as the needs arise.

Motion: Commissioner Morehead made a Motion to Recommend that the City Council approve and sign the proposed Veterans Memorial Maintenance Agreement.

Motion seconded by Commissioner Garry. Motion carried 6-0.

13. Parks and Recreation Fee Schedule – Kyle Young

Parks and Recreation Coordinator Young reviewed the fee schedule and noted the biggest change was the fee structure and the different classifications. He stated some items might not be used, such as the sponsor level. He noted that the Arts and the Park was the largest change.

Commissioner Morehead about Fenway Park. Parks and Recreation Coordinator Young answered that Forest Lake Athletic Association would see an increase in what they paid in the past, but they would receive a fifty percent discount with the current process.

Motion: Commissioner Eckert made a Motion to Recommend the City Council approval of the Parks and Recreation Fee Schedule.

Motion seconded by Commissioner Garry. Motion carried 6-0.

14. Castlewood Management Agreement – Kyle Young

Parks and Recreation Coordinator Young reviewed the change to the Castlewood Golf Course Management Agreement. He noted that the City Attorney reviewed the agreement.

Commissioner Morehead asked about the irrigation and if the City would take any of the profits. Parks and Recreation Coordinator Young answered that Foursome would receive \$50,000, and after that, the City and company would split the proceeds fifty-fifty. He stated that the irrigation topic would come back to the Parks and Recreation Commission after budget approval.

Public Works Director Adams said that the staff would get a quote to do an audit on the irrigation system to see if they could reduce the number.

Motion: Commissioner Morehead made a Motion to Recommend the City Council approve continuing to work with Foursome Golf Management Group, LLC, and authorize execution of the Revised and Restated Castlewood Golf Course Management Agreement.

Motion seconded by Commissioner Garry. Motion carried 6-0.

15. Hometown Holiday Music Contract – Kyle Young

Parks and Recreation Coordinator Young reviewed the contract with the live entertainment for Hometown Holiday. He noted the stipulations of the agreement.

Motion: Commissioner Morehead made a Motion to Recommend that the City Council approve the City of Forest Lake Entertainment Performance Agreement.

Motion seconded by Commissioner Eckert. Motion carried 6-0.

16. Staff Updates

Parks and Recreation Coordinator Young said that two commissioner terms were up in January 2026, so they would need to fill those two spots. Those commissioners are eligible to reapply. He explained the purpose of staggering the terms. He stated that if any commissioners wanted to volunteer at Hometown Holiday, they had some needs. He reviewed the event timeline. He discussed online scheduling for the fields and said that the software did not do great for field rentals. He said there was an additional program that was a large initial investment, and they were looking for additional information. He explained the Culver's Calendars that were donated for the event. He reviewed the award won by Arts in the Park for uniting the community. He stated that the staff would meet with the two local charter schools to talk about field usage to help them utilize a field to practice and play on consistently.

17. Commissioner Updates

Commissioner Morehead said she was not against QR codes, but there was a segment of the population that did not know how to utilize them. She asked where the bike racks were at for Beltz Park. Public Works Director Adams answered that they would be in next spring.

Parks and Recreation Coordinator Young talked about installing park rule signs next spring.

Chair Theisen reviewed the discussion by the Public Works Facility Task Force. He stated that there was a need for the Public Works Facility.

18. Adjourn

Motion: Commissioner Garry made a Motion to Adjourn the November 19, 2025, Forest Lake Parks and Recreation Commission Meeting at 6:51 p.m.

Motion seconded by Commissioner Herdina. Motion carried 6-0.

STAFF REPORT



MEETING DATE: December 17, 2025
STAFF ORIGINATOR: Kyle Young, Parks and Recreation Coordinator
AGENDA ITEM: Concession Operations Agreement

INTRODUCTION:

The current agreement is expiring on December 31, 2025 and both the City and FLAAA are wanting to renew the agreement for another year.

ANALYSIS:

The agreement clearly outlines the responsibilities of each party, establishing transparency and ensuring consistent expectations from year to year. This agreement gives FLAAA exclusive rights to operate the concession stand while paying for the utilities used by them for the building.

RECOMMENDATION:

Parks and Recreation Commission make a “**motion to recommend the Council approve the City of Forest Lake Concessions Operations Agreement.**”

ATTACHMENTS:

City of Forest Lake Concessions Operations Agreement

CITY OF FOREST LAKE CONCESSIONS OPERATIONS AGREEMENT

THIS CONCESSIONS OPERATIONS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2025 (“Effective Date”) 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 Minnesota non-profit corporation, doing business at 943 9th Avenue SW, Forest Lake, Minnesota, (“Association”) (collectively called “parties”).

WHEREAS, the City is the owner of Beltz Park, Fenway Park, Kulenkamp Park, and Schilling 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 is a significant user of the City Parks and desires to enter into an agreement to sell concessions for Association events and private events located at the Athletic Facilities and City does not object; and

WHEREAS, the purpose of this Agreement is to define the rights and obligations of the parties with respect to the sales of the concessions 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 as of the Effective Date and terminate December 31, 2026, unless otherwise terminated by either party pursuant to paragraph 21.
- 2. USE:** Association reserves the option to provide concessions to its “own events” (tournaments, games, practices, special events) and City shall contact Association and provide them with the option to provide concessions to private rentals of City Athletic Facilities by all other renters.
- 3. PAYMENT:** Association will be responsible for monthly Xcel Energy electric charges and quarterly utility payments (April - October) in exchange for operation of the concession stand. City will invoice FLAAA for the usage by December 1, 2026.
- 4. ASSOCIATION RESPONSIBILITIES:**
 - a.** Maintain concessions room and concession equipment.
 - b.** Replace and repair existing equipment.
 - c.** Provide City of Forest Lake with Concession Revenue and Expenditures upon request at the completion of concession season.

5. CITY RESPONSIBILITIES:

- a. Employ good faith efforts to keep the concession room in satisfactory, operable, safe condition and in compliance with City maintenance standards.

6. COMPLIANCE WITH LAWS: Association shall comply with all applicable park rules and regulations, City Ordinances, and State Statutes, at their sole expense. Failure to comply shall be a breach of contract and termination of contract.

7. REPAIRS, MAINTENANCE, AND CLEANUP: Association shall inform City promptly of any needed repairs or maintenance to the concession room resulting from Association use. Association shall submit a written notice to the City's Public Works Department's Parks and Recreation division 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.

8. HOLD HARMLESS: Association 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 Concession for its activities and events.

9. INSURANCE: Association shall provide the City with proof of general liability insurance, with the City listed as an additional insured, of at least \$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 operating the concessions and selling consumable items.

10. TERMINATION OF AGREEMENT: Either party may terminate this Agreement upon thirty (30) days' written notice, except that City may terminate this Agreement immediately upon a breach of any of the terms of this Agreement by Association.

11. 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.

12. 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.

13. 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 as dated above.

CITY OF FOREST LAKE

By: _____

Blake Roberts, Mayor

ATTEST: _____

Jolleen Chaika, Assistant City Administrator

FOREST LAKE ATHLETIC ASSOCIATION

By: _____

Its: _____

STAFF REPORT



MEETING DATE: December 17, 2025
STAFF ORIGINATOR: Kyle Young, Parks and Recreation Coordinator
AGENDA ITEM: Annual Parks and Recreation Commission Report

INTRODUCTION:

Each year the Parks and Recreation Commission is to submit to the Council a report of its work during the preceding year. This report is to be done by January 15.

ANALYSIS:

Parks Staff has prepared a review of tasks completed and/or started over the past 10 months.

RECOMMENDATION:

Parks and Recreation Commission “**motions to submit the Parks Staff Annual Commission Report to the Council at the first Council meeting.**”

ATTACHMENTS:

2025 Annual Parks and Recreation Report

2025 Annual Report – Parks & Recreation Commission

The Parks and Recreation Commission (PRC) marked its inaugural year in 2025 with significant progress, thoughtful deliberation, and strong collaboration with City staff, community organizations, and local residents. Beginning its work in March, the Commission quickly established a productive rhythm and completed an impressive number of reviews, recommendations, and policy advancements that will shape the City's parks system for years to come.

March 2025 – Commission Kickoff

The PRC held its kickoff meeting in March, where Commissioners completed introductions and elected **Chair Thiesen** and **Vice Chair Morehead**. Parks staff provided an overview of PRC roles, responsibilities, and expectations, setting a clear foundation for the work ahead.

April 2025 – Development Reviews & Facility Agreements

April was a busy month, with the PRC providing in-depth review and recommendations on several key items:

- **Hidden Creek South Concept Plan** – Recommended incorporating additional parkland within another area of the development.
 - **AT&T Cell Tower Relocation (Kulenkamp Park)** – Supported City Staff continuing negotiations with AT&T regarding the proposed move.
 - **Concessions Operations Agreement** – Recommended approval of the new agreement and supported FLAAA serving as the concession operator at Fenway Park.
 - **Manor Park Improvements** – Provided recommendations for the planned park upgrade design.
-

May 2025 – Lake Recreation & Facility Care

The PRC explored new recreation opportunities and addressed athletic field maintenance needs:

- **Let's Go Fishing (LGF) Program** – Supported pursuing a partnership to establish a Forest Lake Chapter after hearing a presentation from LGF Member-at-Large (and current Chapter Treasurer) **Mark Rangitsch**.

- **Lakeside Park Parking Lot Rehab** – Recommended approval for Public Works to add sod and additional parking spaces as part of in-house improvements.
 - **Fenway Field Care Transition** – Reviewed FLAAA’s intent to discontinue field care duties and directed staff to explore alternatives including partnership with the Forest Lake School District, additional Public Works responsibilities, or third-party contracting.
-

June 2025 – Golf Course Operations & Capital Projects

June focused heavily on the Municipal Golf Course:

- **Foursome Group LLC Presentation** – Received updates on programs and maintenance, as well as a proposed capital improvement plan to address drainage issues.
 - **Agreement & CIP Support** – Recommended City staff negotiate a new operations agreement with Foursome (current agreement expiring December 31, 2025) and supported the proposed capital project.
 - **Kulenkamp CIP Recommendations** – Supported completing the baseball field fencing project initiated by the Forest Lake Baseball Association (under FLAAA).
-

July 2025

July meeting was cancelled due to no quorum

August 2025 – Memorial Requests, CIP, and Community Engagement

Following a canceled meeting in July, the PRC reconvened and addressed several community-driven topics:

- **Memorial Requests** – Recommended approval of memorial proposals at Castlewood Golf Course and Fenway Park.
 - **FLAAA Community Event** – Supported a FLAAA-hosted event at Fenway Park including the sale of alcohol.
 - **2026 Parks CIP Review** – Supported the 2026 CIP projects presented by staff.
- Pickleball Court Gates** – Recommended installing gates at the Fenway courts and accepting a donation from the Pickleball Group to fund the improvements

2026 Farmers Market Concept – Supported staff pursuing a Farmers Market program for 2026.

September 2025 – Development Reviews & Long-Range Planning

The PRC reviewed key development items and advanced long-term park planning:

- **Chestnut Creek Development** – Recommended accepting parkland rather than fee-in-lieu.
 - **Forest Lake Garage Condos** – Recommended accepting fee-in-lieu of parkland.
 - **Parks Master Plan Scope of Service** – Supported Bolton & Menk’s proposed scope to complete the 2022 Draft Parks Master Plan and recommended Council approval.
 - **Public Works Facility Steering Committee** – Appointed Chair Thiesen to represent the PRC.
-

October 2025 – Park Dedication & Future Project Planning

October’s discussions centered on parkland, signage, and future capital projects:

- **Amberly Woods Development** – Recommended accepting parkland for dedication.
 - **2026 Bayview Park Planning** – Provided early input and priorities for the redesign of Bayview Park.
 - **Park Signage Strategy** – Discussed the need for consistent and cohesive park signage throughout the system.
-

November 2025 – Agreements, Fee Schedules & Memorial Planning

November’s discussions covered several administrative and planning actions:

- **Parks Master Plan Steering Committee** – Selected two PRC members to serve on the committee for monthly meetings.

- **Agreement Recommendations** – Recommended approval of the following:
 - Arts in the Park Professional Services Agreement
 - Castlewood Management Agreement
 - Hometown Holiday Music Contract
 - **2026 Fee Schedule** – Recommended approval of the Parks and Recreation–related fees.
 - **Veterans Memorial Agreement** – Supported the long-term maintenance agreement for the Lakeside Memorial project.
-

December 2025 – Agreements, Park Events & Future Parks

The PRC closed out its year with more agreements and planning actions:

- **Concessions Agreement** – recommended continuing agreement with FLAAA and Fenway Park Concession Agreement
 - **Park Event** – provided input on whether to allow another boat race on the lake that could result in park and landing closures
 - **Beltz Park Parking** – discussion around current Beltz Park parking situation including parking agreement with St. Peters Church
 - **Dog Park** – discussions around potential future Dog Park placement
-

Policy Development

Throughout 2025, the PRC also reviewed and recommended approval of several key policies previously missing from the Parks system:

- Accepting Memorial Policy
- Athletic Facilities User Classification Policy
- Classification & Fee Schedule for City Park Athletic Complexes
- Arts in the Park Policy

These foundational documents help strengthen consistency, transparency, and long-

term program sustainability.

Parks and Recreation Commission in the Community

Throughout the year, commissioners participated in a variety of community events. These included attending pickleball group gatherings, assisting at Arts in the Park—where every commissioner volunteered at least one evening in the City Tent—and supporting the annual Corn Feed, with several commissioners playing a major role in handing out corn. Commissioners were also present at the Beltz Park Grand Reopening and, most recently, contributed their time at the Hometown Holiday celebration.

Conclusion

The Parks and Recreation Commission demonstrated strong leadership, collaboration, and dedication throughout its first year. Commissioners embraced a full agenda, addressed complex issues, and helped guide staff and Council decisions that will benefit the community for decades.

The PRC has set a high bar for 2026 and beyond.

Thank you to all Parks and Recreation Commissioners for your service, engagement, and commitment to improving Forest Lake's parks and recreation system.

STAFF REPORT



MEETING DATE: December 17, 2025
STAFF ORIGINATOR: Kyle Young, Parks and Recreation Coordinator
AGENDA ITEM: UMPBA Boat Races

INTRODUCTION:

Staff has been approached by representatives from UMPBA Boat Races, who are strongly interested in hosting an event in Forest Lake. The organizers believe a Forest Lake venue would be highly successful. They are proposing an event date of **Saturday, June 13, 2026**. The event requires an estimated **\$6,500+** in funding, which the organizers note is typically paid by the host city or sponsoring organization.

ANALYSIS:

Hosting events within City parks offers several potential benefits, including increased economic activity for local businesses, enhanced community visibility, and opportunities to draw additional spectators and users into the park system.

However, there are also notable impacts to consider. Events of this scale may require temporary closure or exclusive use of key park areas, including the beach, parking lot, and public landing/docks.

Forest Lake has a positive history with similar boating events, demonstrating strong community interest and successful execution in the past.

While upfront costs may be required from the City, it is common for municipalities to secure sponsorships to help offset these expenses. At this time, **no funds have been allocated in the 2026 budget** for this event.

RECOMMENDATION:

Staff recommends that the Commission hold a discussion and provide direction on whether to pursue this event, with particular focus on the broader considerations of hosting events within City parks—specifically, the impacts of temporarily limiting public access to parkland, amenities, and recreational spaces, and how frequently such events should be permitted.

STAFF REPORT



MEETING DATE: December 17, 2025
TO: Parks and Recreation Commission
STAFF ORIGINATOR: Dave Adams, Public Works Director
AGENDA ITEM: St Peters Parking Lot Agreement

INTRODUCTION:

During the rehabilitation planning for Beltz Park, City staff developed two design options to accommodate anticipated park usage. One option included on-street parking and a trail connection into the park, while the other proposed the addition of an on-site parking lot. These options were presented to the City Council for consideration.

ANALYSIS:

At the Council meeting, a resident expressed strong concerns about the need for a dedicated parking lot, particularly in light of the existing informal use of a nearby church's parking lot. Following discussion, the City Council opted to proceed with the trail-only design and directed staff to formalize an agreement with the church to allow continued use of their parking lot for park visitors. As part of this agreement, the City also committed to performing sidewalk snow removal in front of the church property during the winter months.

The initial agreement with the church began in November 2024. Upon renewal of the agreement this year, a Councilmember requested that the item be removed from the consent agenda for further discussion. It was noted that the original agreement was established prior to the formation of the Parks and Recreation Commission. As such, Council directed staff to bring the matter before the Commission for review and recommendation.

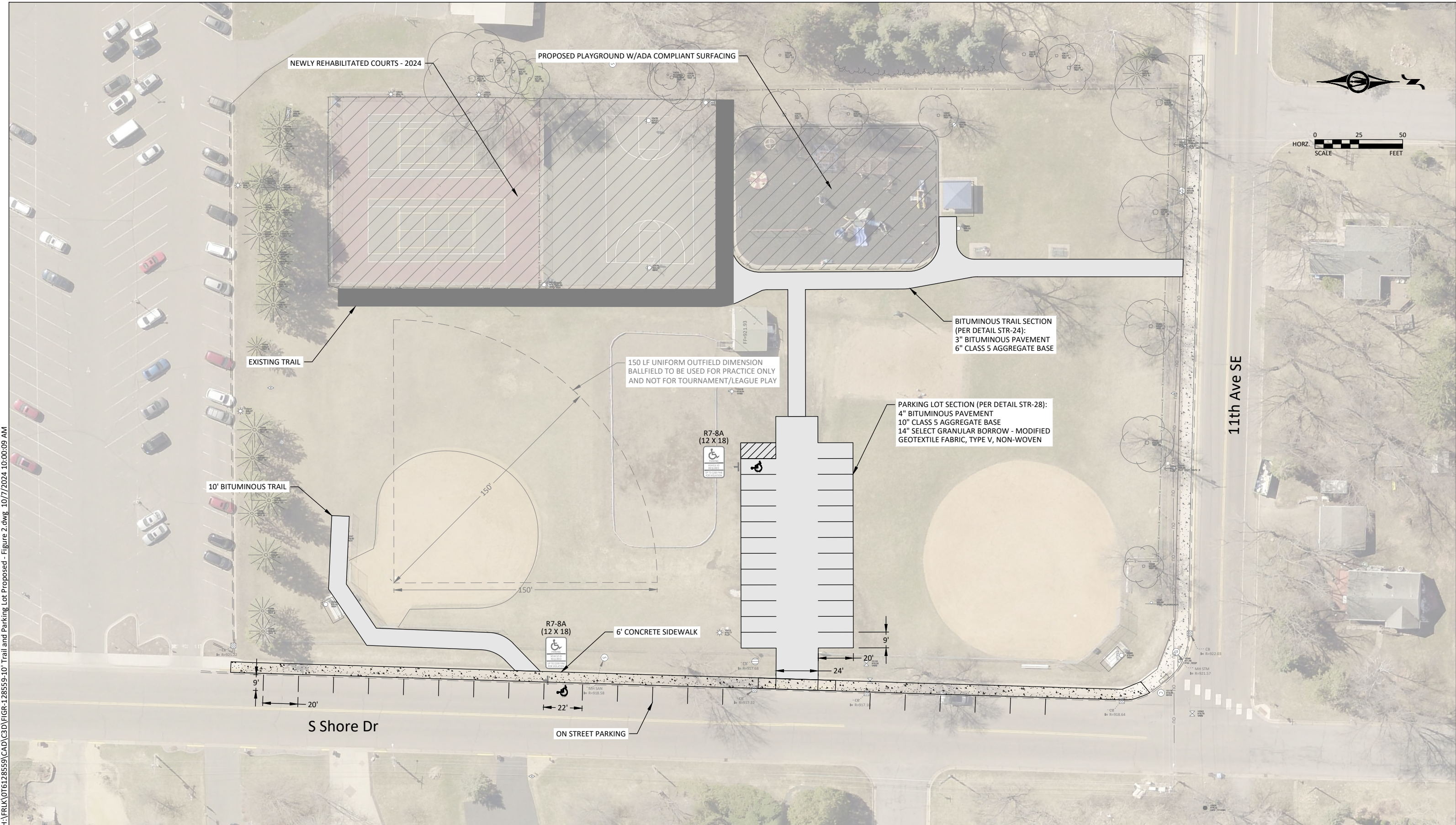
Staff has reviewed the current parking arrangement and identified both benefits and concerns. The agreement has provided a practical solution for park user parking without impacting green space within Beltz Park. However, the ongoing cost of the agreement, approximately \$5,500 annually, has raised questions about long-term sustainability and value. Additionally, staff has noted that the reliance on a private parking arrangement may not be ideal from a planning and operational standpoint, particularly as park usage grows or if the church's willingness to participate changes in the future.

RECOMMENDATION:

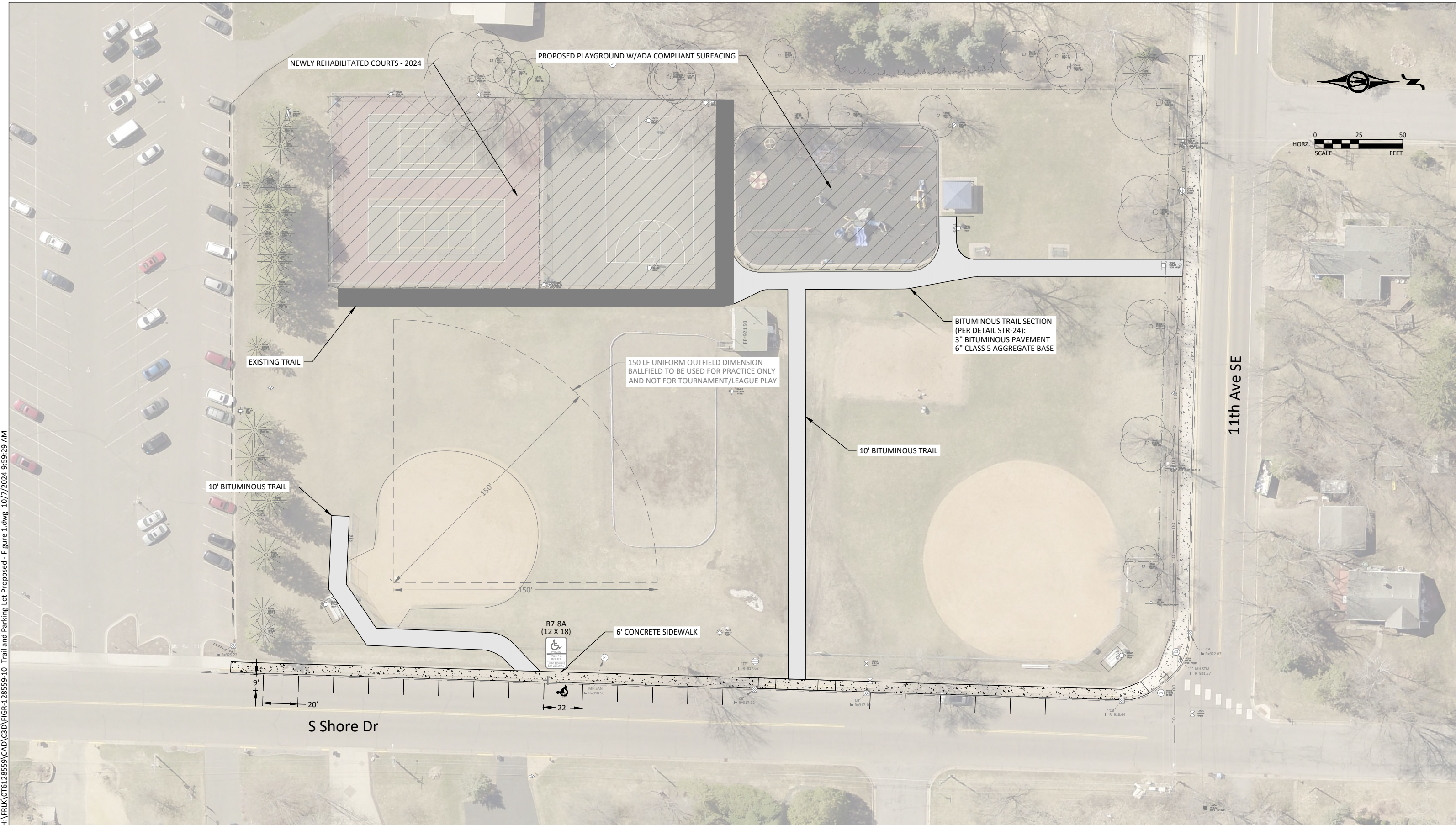
Staff is requesting feedback from the Parks and Recreation Commission regarding the current parking arrangement for Beltz Park. The Commission is asked to review the existing agreement with the church and provide a recommendation to the City Council on whether to continue, modify, or discontinue the arrangement.

ATTACHMENTS:

Agreement with St Peters Church
Initial Proposed Parking lot/Trail Options



H:\FRK\076128559\CAD\C3D\FGR-1.28559-10 Trail and Parking Lot Proposed - Figure 2.dwg 10/7/2024 10:00:09 AM



**REAL ESTATE LEASE
(PARKING LOT)**

THIS LEASE is entered into on the 27 day of November 2024, by and between THE CHURCH OF SAINT PETER OF FOREST LAKE, MINN., a Minnesota religious corporation (“Property Owner”) and THE CITY OF FOREST LAKE, a Minnesota corporation (“City”).

RECITALS

WHEREAS Property Owner is the owner of the parking lot Adjacent to its church building and located South of Belz Park, located in the City of Forest Lake, Minnesota, which is depicted on the attached Exhibit A (the “Parking Lot”), and

WHEREAS Property Owner uses the Parking Lot for its Church operation, including the parking of passenger vehicles by Property Owner and Property Owner’s employees, parishioners, volunteers, contractors, vendors, invitees and guests (the “Property Owner’s Parties”), and

WHEREAS members of the general public have historically parked in the Parking Lot to access Belz Park, and

WHEREAS the City wishes to lease from the Property Owner portions of the Parking Lot for the nonexclusive benefit of the general public to park on specific portions of the Parking Lot at specific times, as set forth in this Agreement.

LEASE AGREEMENT

NOW THEREFORE, the Property Owner and City, in consideration of the mutual performance of the conditions and prompt payment of rent contained herein, do hereby agree as follows:

1. **Leased Premises.** Property Owner agrees to lease to City and City agrees to lease from Property Owner the portion of the Parking Lot consisting of up to thirty parking spaces, which are more specifically identified on the attached Exhibit A, during and limited to, Monday through Friday, from 6:00 a.m. to 10:00 p.m. and weekends from 6:00 a.m. to 10:00 p.m. (the “Leased Premises”). The Leased Premise is subject to Property Owner’s reserved use set forth in Section 6.
2. **Term.** City takes the Leased Premises from Property Owner, upon the terms and conditions of this Lease, commencing on December 1, 2024, and continuing to November 30, 2025, unless sooner terminated. Either party may terminate this Lease upon sixty days advance written notice to the other party.

Term shall automatically renew for successive additional three-year terms, subject however to either party’s right to terminate the Lease by providing at least ninety days advance written notice to the other party of such termination of the Lease. The effective date of such termination shall be the last day of the month in which the ninety (90) days advance notice

occurs, or if later, the date specified in such notice. If the termination occurs prior to November 30th of any given year, the Property Owner will reimburse the City any pre-paid Rent for that year.

3. **Rent.** City agrees to pay Property Owner of Five Thousand and Five Hundred and No/100 Dollars (\$5500.00) annually.

Rent payments shall be paid in one lump-sum on or before December 15th of the Lease Term. Any rent payment that is not received by the twentieth day of December will be subject to a late fee of one hundred dollars (\$100.00) and shall be subject to interest at the rate of 1 ½% per month.

4. **Real Estate Taxes.** Property Owner is exempt from the payment of real estate taxes. In the event real estate taxes are assessed or charged by any governmental authority on or against the Leased Premises or any property owned by Property Owner because of City's use or occupancy of the Leased Premises, City shall pay, as additional Rent all such real estate taxes assessed against the Leased premises.
5. **Permitted Uses.** The Leased Premises shall be used for the purposes of parking passenger vehicles by members of the public accessing Belz Park and used in common with others, including Property Owner's parties and for no other purposes. No vehicle with a gross weight in excess of 9000 pounds shall be allowed to park on the Parking Lot. Overnight parking is prohibited throughout the term of this Lease. City shall comply with any all laws, regulations and ordinances that are applicable to such use of the Leased Premises. City shall not use the Leased Premises for a purpose which is materially contrary to or which is publicly inconsistent with, in opposition to, or which ridicules the teachings or philosophy of the Roman Catholic Church.
6. **Property Owner's Reserved Use.** Property Owner and Property Owner's parties, during the entire Term of this Lease shall have the right to use the entire Parking Lot, including the Lease Premises, at all times. Property Owner may restrict or prohibit parking in the Leased Premises if necessary for its operation as a Catholic Church, including but not limited to periods of time in which parking is needed for its parishioners and guests, including holy days, holidays, other parish events and large funerals (collectively "Church Event"). Property Owner may provide signage, cones, barricades or other devices to restrict or prohibit parking during Church Events.
7. **Condition of Leased Premises.** City agrees to lease the Leased Premises in "AS IS" condition without warranty or representation of any kind, including without limitation, any warranty or representation as to merchantability or fitness for a particular purpose. Property Owner shall not be obligated to construct or furnish to City any improvements to the Leased Premises.
8. **Insurance.** City shall purchase in advance and maintain at all times commercial general liability insurance insuring the Property Owner and City against claims and demands for personal injuries to or death of any person, and damage to or destruction or loss of property,

that may be claimed to have occurred on the Leased Premises, during or a result of City's use or occupancy herein. The policies shall cover such risks and be in such amount as is commercially reasonable, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Two Million Dollars (\$2,000,000). City's insurance shall be issued by an insurer licensed to do business in the State of Minnesota. The City shall deliver to the Property Owner certificates of such insurance and evidence of payment of all premiums promptly upon demand by Property Owner, which certificates shall show Property Owner as an additional insured and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until thirty days after receipt of written notice to Property Owner.

9. **Maintenance and Repair.** Property Owner does not covenant or agree to undertake any particular maintenance to the Leased Premises during the Term of this Lease. City shall timely repair or replace any portion of the Parking Lot damaged as a result of the public use pursuant to the terms of this Agreement in a commercially reasonable manner, using quality material and construction practices that City uses in its construction projects. The obligations of this Section 9 shall survive the expiration or termination of the Lease.
10. **Snow Removal.** Property Owner will provide snow removal from the Parking Lot in the normal course of its operation of a Church, consistent with current practices. Property Owner does not warrant or represent that snow will be removed at any specific time or day for City access or convenience.

The City shall remove snow from the sidewalks south of Beltz Park to the Scandia Cemetery on South Shore Drive in accordance with the City's snow removal policies. City waives requirement under the City of Forest Lake Snow Removal Policy that Property Owner is responsible for the snow removal on the sidewalks during the term of the Lease.

11. **Safety/Security.** Property Owner shall not be liable for any vandalism, theft, destruction or damage to property of City or City parties or to the vehicles parked on the Leased Premises.
12. **Improvements to Leased Premises.** City shall not make or permit to be made any alterations, additions, improvements, or changes in the Leased Premises without Property Owner's prior written consent, which consent may be withheld in Property Owner's sole and complete discretion.
13. **Prohibition of Liens.** City shall never have the authority to subject Property Owner's interest in the Leased Premises to any mechanic's, materialmen's, liens or encumbrances of any kind.
14. **Prohibition of Assignment.** City shall not assign nor in any manner transfer this Lease, or any interest herein, to any other party. City shall not sublet the Leased Premises, or any part thereof, to any other party. City shall not allow any other party to occupy the Leased Premises, except in connection with City's Permitted Use of the Leased Premises.

15. **Subordination of Lease.** This Lease shall be subject to and subordinate to the lien of all institutional mortgages which may now or any time hereafter may affect all or a portion of the Property Owner's interest in the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof.
16. **Force Majeure.** No liability shall result to either party from such party's delay in performance or non-performance under this Lease caused by circumstances beyond such party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, pandemic, sabotage, strike, lockout, injunctions or compliance with or change in applicable law. The non-performing party shall be diligent in attempting to remove any such cause. This paragraph shall not apply to the non-payment of rent unless such non-payment is caused by the act, failure to act, or default of Property Owner.
17. **Default Events.** Each of the following events shall be deemed an Event of Default by City under this Lease: (a) City fails to pay rent or any other charge provided in this Lease, or any portion thereof when due; (b) City fails to maintain insurance as provided herein; or (c) City fails to comply with any other provision of this Lease and fails to cure such noncompliance within ten (10) days (three (3) days for violation of Section 5 above) following receipt of written notice of noncompliance from Property Owner; or (d) the City fails to maintain a safe route to school.

In an Event of Default has occurred and continues, the Property Owner may terminate the City's right of use and possession of the Leased Premises and pursue any other remedies available under Minnesota law. The Property Owner shall be entitled to collect from City, in addition to any damages, all reasonable costs, fees, and expenses, including reasonable attorney's fees, incurred by Property Owner in pursuing its remedies.

18. **Indemnification and Waiver.** Property Owner and its agents, employees, contractors, corporate members, directors, officers, and directors (each a "Property Owner Indemnitee") will not be liable for and City will indemnify and save harmless the Property Owner Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Lease Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of City or any shareholder, officer, director, member employee, agent, licensee, assignee, subtenant or invitee of City (collectively "City Parties"); or (b) by any breach, violation or non-performance of any covenant of City under this Lease. If any action or proceeding will be brought by or against Property Owner or any Property Owner Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, City, on notice from Property Owner or any Property Owner Indemnitee, will defend such action or proceeding, at City's expense, by or through attorneys reasonably satisfactory to Property Owner or Property Owner Indemnitee. The provisions of this paragraph will apply to all activities of City or any City Representative with respect to the Leased Premises, whether occurring before or after execution of this Lease. City's obligations under this paragraph will not be

limited to the coverage of insurance maintained or required to be maintained by City under this Lease. Neither Property Owner nor any Property Owner Indemnitee will be liable in any manner to City or any City Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature. In no event will Property Owner or any Property Owner Indemnitee be liable in any manner to City or any City Representative as the result of the acts or omissions of City or a City Representative and all liability therefore will rest with City. All personal property upon the Premises will be at the risk of City only, and neither Property Owner nor any Property Owner Indemnitee will be liable for any damage or theft. The provisions of this Section 17 shall survive the expiration or termination of the Lease.

19. **Environmental.** City shall not store or use on the Leased Premises any toxic or hazardous substance including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls and any hazardous substance as defined in the Comprehensive and Environmental Resource Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601-9657, as amended. City shall not conduct any activity which would cause the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of or otherwise bring the premises within the ambit of the Resource Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et. seq., as amended, or a similar state law or local ordinance or any other environmental law. City shall not discharge into the air or into any water source or system any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq., or the Clean Air Act, 42 U.S.C. §7401 et. seq. or any similar state law or local ordinance or any other environmental law.

City represents and warrants that any use of hazardous waste or substances at the Leased Premises will be in full compliance with applicable law, and any disposal of such waste or of pollutants or contaminants shall be in full compliance with applicable law.

City shall indemnify, protect and hold harmless Property Owner and Property Owner Indemnitee from and against all loss, cost, damage, expense and liability incurred by Property Owner in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Leased Premises as a result of the use and activities the City or City Representative on or near the Leased Premises. City shall give Property Owner prompt written notice of any suspected release of toxic or hazardous substance on or near the Leased Premise or any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Leased Premises and any hazardous substance or environmental law of which City has actual notice. The provisions of this Section 18 shall survive the expiration or termination of the Lease.

20. **Condemnation.** If, during the Term, any portion of the Leased Premises is taken, which materially interferes with City's Permitted Use, as a result of the power of eminent domain, condemnation proceedings, deed in lieu of condemnation or negotiated settlement between Property Owner and the taking authority or like proceedings (the "Proceedings"), this Lease

and all right, title, and interest of City hereunder shall cease on the date of taking of possession pursuant to the Proceedings. The Property Owner shall exclusively be entitled to all damages or proceeds from any Proceeding. City shall not be entitled to any part of the award paid for such condemnation, and Property Owner is to receive the full amount of such award or proceeds. City hereby expressly waives any right to claim any part thereof. City shall have the right to claim and recover from the condemning authority, but not from Property Owner, such compensation as may be separately awarded or recoverable by City in City's own right on account of any and all damage to City's business by reason of the condemnation and for or on account of any cost or loss to which City might be put in removing City's fixtures, leasehold improvements, and equipment.

21. **Holding Over.** Should City continue to occupy the Leased Premises after termination of its right to occupy the Leased Premises by lapse of time or otherwise, the City shall be deemed a City at sufferance upon all terms the terms of the Lease, except the Term and Rent. During the holdover period, City will pay Rent equal to one hundred fifty percent (150%) of the Rent payable during the Term, plus reasonable attorneys' fees and expenses incurred by Property Owner in enforcing its rights hereunder, plus any damages occasioned by such holding over. The Rent payable for the holdover period will not be construed as a penalty or as liquidated damages.
22. **Severability.** If any provision of this Lease is held to be invalid by a court of competent jurisdiction, such invalidity will not affect any other provision of this lease, provided that such invalidity does not materially prejudice either party.
23. **Notice.** Any and all notices given in connection with this Lease, including written consent of Property Owner as required under any provision of this Lease, shall be deemed adequately given only if in writing and (a) delivered personally to the party named below for whom such notice is intended, or (b) addressed and mailed to the party named below for whom such notice is intended. All mailed notices shall be sent by either first-class certified mail, postage prepaid, return receipt requested, or by Federal Express, UPS, or other overnight messenger service. Written notice shall be deemed delivered to the addressed party upon (1) the date it is personally delivered to the intended party, (2) the date delivery is refused by the intended party, or at the intended party's address, or (3) with respect to notices sent by mail, the date as of which the postal service or overnight messenger service indicates such notice has been delivered or refused by the intended party or at the intended party's address. Any and all notices under this Lease, or that either party desires to give the other, shall be addressed as follows:

For Property Owner: The Church of Saint Peter

Attn: Fr. Daniel Bodin
Address: 1250 Shore Drive
Forest Lake, MN 55025

For City: City of Forest Lake

Attn: David Adams

Address: 1408 Lake Street South, Forest Lake, MN 55025

24. **Choice of Law.** This Lease shall be interpreted according to, and shall be governed by, the laws of Minnesota.
25. **Modifications.** Any modifications to this Lease must be in writing and signed by Property Owner and City.
26. **Miscellaneous.**
 - a. This Lease represents the entire agreement of the parties and supersedes any understandings or agreements between the parties as to the Leased Premises.
 - b. Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Lease.
 - c. No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.
 - d. City and Property Owner agree to waive trial by jury in any action, proceeding, or counterclaim brought by one party against the other in any matter arising out of or in connection with this Lease.
 - e. The relationship between the parties is Property Owner and City only and it is agreed and understood that this Agreement does not create a joint-venture, partnership or other relationship between the parties.
 - f. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
27. **Contingency.** This Lease and the obligations of Property Owner are contingent upon Property Owner obtaining the written consent, approving this Lease from all of its corporate members, including the Archbishop and Vicar General of The Archdiocese of Saint Paul and Minneapolis. If Property Owner does not obtain such consent of all its corporate members, the Property Owner may terminate this Lease by providing City five (5) days written notice and this Lease shall terminate, City shall have no right to use the

Leased Premises and Property Owner shall incur no liability whatsoever as a result of such termination.

IN WITNESS WHEREOF, Property Owner and City hereto have executed this Lease on the day and date set forth above.

THE CHURCH OF SAINT PETER OF FOREST LAKE,
MINN. ("Property Owner")

By: Rev. Daniel Bodin



Its: Pastor

CITY OF FOREST LAKE ("City")

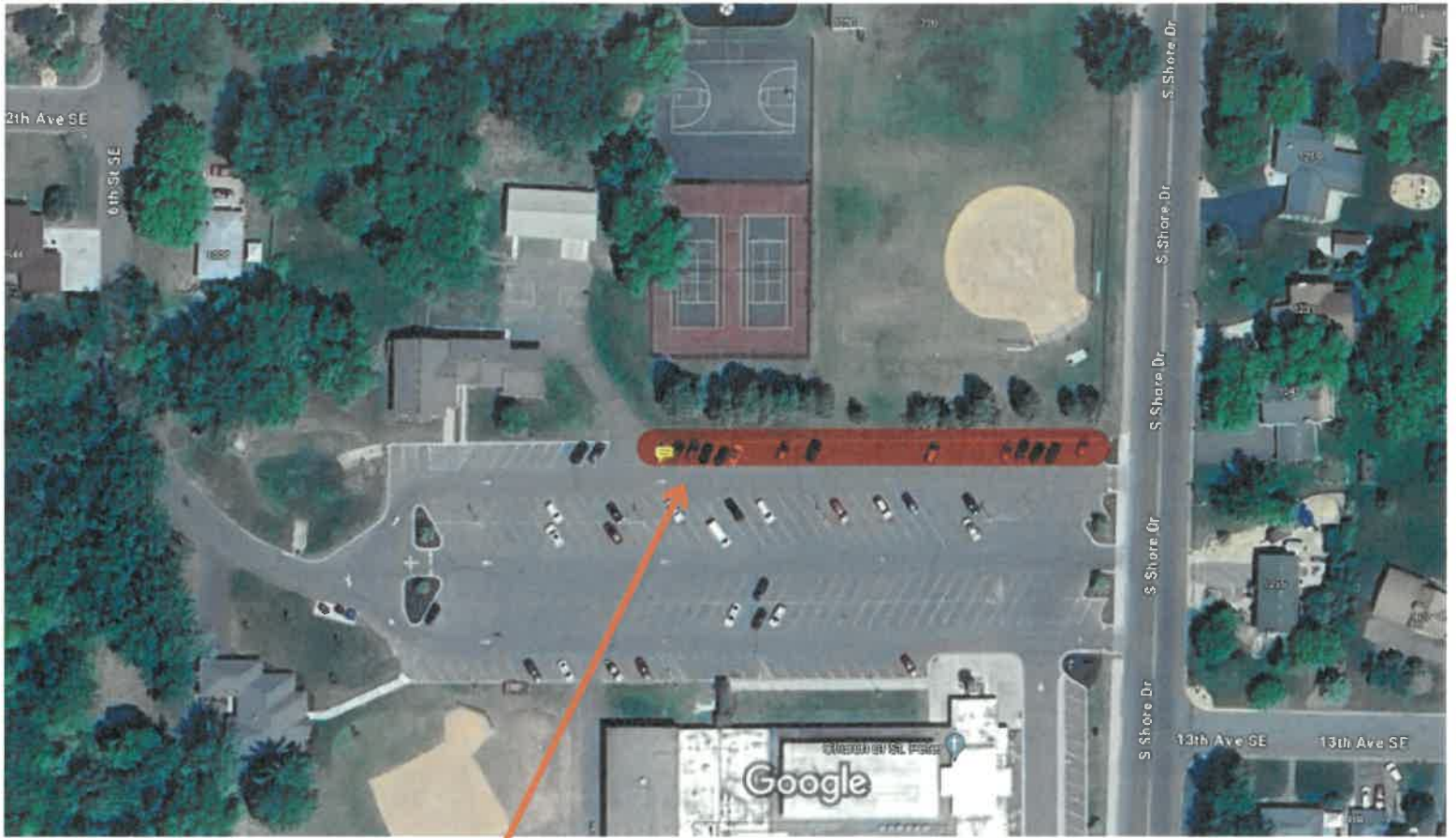
By: Mara Bain



Its: Mayor

EXHIBIT A

(PARKING LOT AND LEASED PREMISES)



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2024 Google 50 ft

Each Parking Space Measures: 10' W x 21' D
Highlighted Area = 30 Spaces

Number of Parking Spots

North Row: 42

Center Row: 88

Center Row: 88

South Row: 28

STAFF REPORT



MEETING DATE: December 17, 2025
TO: Parks and Recreation Commission
STAFF ORIGINATOR: Dave Adams, Public Works Director
AGENDA ITEM: Potential Dog Park

INTRODUCTION:

As City staff continues to advance the design of the new Public Works facility, we have explored opportunities to incorporate a community-focused amenity into the site. While a playground is not considered necessary at this location, the site presents a strong opportunity for the inclusion of a dog park.

A dog park would provide a dedicated space for residents to exercise and socialize their dogs, while also encouraging community interaction and making productive use of available land. This type of amenity is relatively low-maintenance and could enhance the overall accessibility and public value of the site without interfering with core operations.

ANALYSIS:

The proposed location for the dog park is situated within a portion of the Public Works facility site that is largely unbuildable due to its location within the airport's designated no-fly zone. While this area is not suitable for traditional development, it presents an opportunity to be repurposed as dedicated parkland. Utilizing this space for a dog park would allow the City to make beneficial use of otherwise constrained land, while also enhancing recreational offerings for residents. Designating this area as parkland supports the City's goals of increasing access to outdoor amenities without impacting the operational functionality of the Public Works facility.

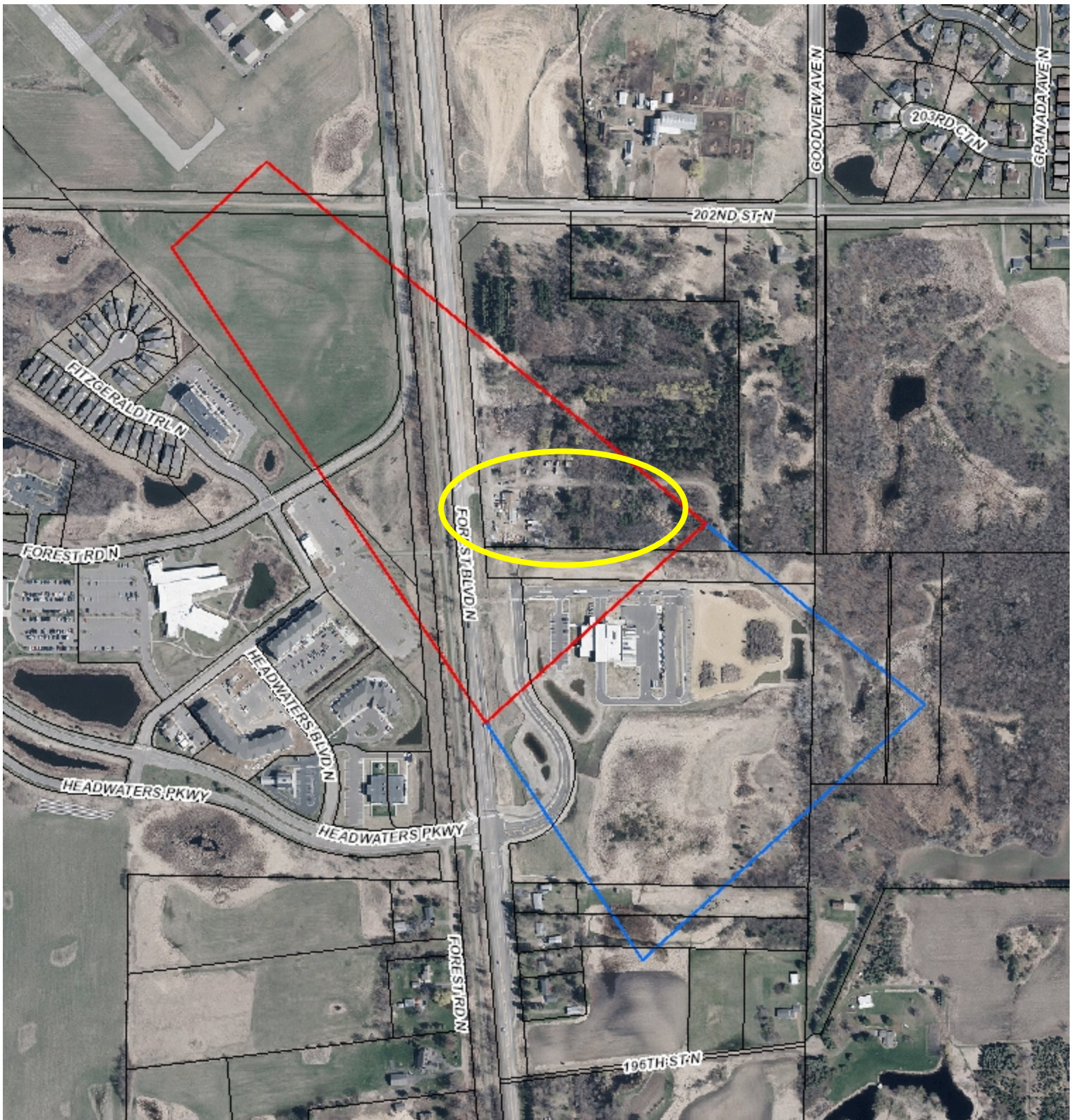
The proposed Public Works Facility site encompasses approximately 26 acres. As part of the site planning process, staff would recommend dedicating approximately 3 acres as parkland to accommodate the proposed dog park. Funding for the development of this amenity could be supported through the use of parkland dedication funds, with \$100,000 already programmed in the 2028 Capital Improvement Plan for a dog park. This approach would allow the City to leverage existing resources to enhance community amenities without requiring additional funding outside of the current planning horizon.

RECOMMENDATION:

Staff are looking for feedback from the Parks and Recreation Commission on this potential parkland dedication/dog park location.

ATTACHMENTS:

Site Map of proposed parkland dedication/dog park.



0 527 Feet



BOLTON & MENK

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Forest Lake is not responsible for any inaccuracies herein contained.



Potential Dog Park Location

