City Council Workshop Meeting  
February 27, 2019  
Cherry Conference Room  

Following City Council Meeting  
Approximately 8 p.m.  

WORKSHOP AGENDA  

8:00 p.m.  1. Valley Creek Park Masterplan  

8:20 p.m.  2. Administrator Comments and Updates\(^1\)  

8:22 p.m.  3. Mayor and City Council Comments and Commission Liaison Updates\(^1\)  

8:25 p.m.  4. Adjournment  

\(^1\) Items under comments and updates are intended to be informational or of brief inquiry. More substantial discussion of matters under comments and updates should be scheduled for a future agenda.
City of Woodbury, Minnesota  
Office of City Administrator

Council Letter 19-47

February 27, 2019

To: The Honorable Mayor and Members of the City Council

From: Clinton P. Gridley, City Administrator

Subject: Valley Creek Park Master Plan

Summary

The master planning process of Valley Creek Park was included in the 2019-2023 Capital Improvement Plan and $65,000 was appropriated for this purpose in the 2019 budget. Prior to securing services from a consulting firm, City staff would like to check in with Council regarding the overall direction of the planning process and discuss key components in the project. There has been a significant public process for this project to date, which staff will review with Council to ensure everyone understands the status of this project and decisions that will considerably impact this project.

Recommendation

Staff recommends proceeding forward with the master planning process of Valley Creek Park and provide direction on elements that should be included in the Master Plan of the park.

Budget Impact

$65,000 has been appropriated from the Park Dedication Fund in the Capital Improvement Plan for a needs study and master planning process of Valley Creek Park. In addition, the City accepted a $160,000 Minnesota Historical and Cultural Heritage Grant in 2018 for the restoration of Miller Barn.

Public Process

September 16, 2015  Heritage Society gave Miller Barn presentation at Budget Workshop
May 3, 2016  Heritage Society gave Miller Barn presentation to Parks and Natural Resources Commission (PNRC)
May 18, 2016  Heritage Society gave second Miller Barn presentation at CIP Workshop
June 1, 2016  Miller Barn Committee formed and begins meeting bi-weekly
June 7, 2016  PNRC tours Miller Barn and Valley Creek Park site
September, 2016  Miller Barn structural assessment completed
December, 2016  Draft Miller Barn Agreement completed
February 15, 2017  Miller Barn Committee provided testimony before the Minnesota State Legislature’s Committee on Environmental and Natural Resources Policy and Legacy Finance

February 27, 2017  Miller Barn Committee provided testimony before the Minnesota House of Representatives Legacy Funding Finance Committee

March 15, 2017  Final revisions of Agreement were discussed with Heritage Society at Council Workshop

March 22, 2017  City Council approves the Woodbury Heritage Society Miller Barn Agreement

May, 2018  State approves the Historical and Cultural Heritage Grant for the Miller Barn in the amount of $160,000: $80,000 in fiscal year 2018, and $80,000 in fiscal year 2019

May, 2018  Scope of work approved for the Miller Barn by the Minnesota Historical Society

June 27, 2018  City Council reviewed final draft of the revised Agreement at Council Workshop

July 11, 2018  City Council approved Woodbury Heritage Society Miller Barn Agreement / Acceptance of Minnesota Historical and Cultural Heritage Grant Budget Amendment

August 8, 2018  One bid received for Miller Barn restoration work

November 6, 2018  Agreement for Miller Barn restoration work terminated due to contractor default.

**Project Schedule**

- March, 2019  Consultant hired for master planning process of Valley Creek Park
- April, 2019  Needs study and master planning process begins
- December, 2019  Needs study and master planning process complete
- First Quarter 2020  Staff makes project budget recommendation to be included in Capital Improvement Plan for implementation in 2021.

**Written By:** Michael Adams, Assistant Park and Recreation Director
**Approved Through:** Michelle Okada, Director of Parks and Recreation
**Attachments:** Woodbury Heritage Society Miller Barn Agreement
WOODBURY HERITAGE SOCIETY
VALLEY CREEK PARK BARN
AGREEMENT

THIS AGREEMENT is made this 15th day of July, 2018, by and between the CITY OF WOODBURY, a Minnesota municipality (hereinafter “City”) and WOODBURY HERITAGE SOCIETY, a domestic nonprofit corporation duly organized under Minnesota Statutes 317A, (hereinafter “Heritage Society”), and their successors in title.

WHEREAS, the City owns a barn structure, known as the “Miller Barn” (hereinafter “Barn”), located on City parkland known as Valley Creek Park, 11500 Valley Creek Road, Woodbury, Minnesota 55129, (hereinafter “Park”); and

WHEREAS, the City will use the $160,000 Cultural Heritage Legacy grant to help inhibit further exposure to the elements and seek to maintain the integrity of the Barn structure until such time as the City further develops the Park. City staff will use grant dollars following consultation with the Heritage Society to complete this work as soon as practical.

WHEREAS, the City will conduct a detailed Valley Creek Park master planning process, which includes input from the Heritage Society to define the future uses for the Park and Barn, after the conclusion of the Ojibway Park project; and

WHEREAS, the Heritage Society will continue to fundraise for this project. No expenditure, other than fundraising expenses, by the Woodbury Community Foundation (WCF) or Heritage Society funds will be made until the master plan of Valley Creek Park is complete and adopted by the City. Any Woodbury Community Foundation or Heritage Society funds for the Miller Barn shall be used for future barn improvements or upkeep; and

WHEREAS, the Heritage Society, at the request of the City, has previously funded $5,484.00 for a structural evaluation/analysis conducted by Larson Engineering Inc., and;
WHEREAS, Larson Engineering Inc. has certified that the “structure as built is sound and in relatively good shape.” It is Larson Engineering’s opinion that the existing wood framing system of Miller Barn is structurally adequate and safe for human occupancy and can support the loading imposed upon this structure, provided the repair items suggested in the evaluation report are made.

NOW, THEREFORE, in consideration of the premises that the City will utilize the Cultural Heritage and Legacy Grant to help maintain the Barn, located on the Park property subject to the conditions set forth below, and the Heritage Society and WCF intend to fund future barn and Valley Creek Park improvements per the Valley Creek Park Master Plan.

1. The City shall maintain the exterior of the Barn during the term of this Agreement in good appearance and repair and shall not permit it to fall into disrepair or poor condition in any substantive respect.

2. No interest in real estate is being conveyed by the City to the Heritage Society under the terms of this Agreement. The City is not transferring any aspect of control of the Park site and grounds by entering into this Agreement nor is the City bound to establish and maintain any improvements beyond this Agreement. Facilities constructed, altered or improved under this Agreement shall not be placed on the National Historic Register.

3. During the term of this Agreement the Heritage Society shall have reasonable access to the Barn and may schedule public events at the site with the City’s approval following the completion of improvements required under this Agreement. The City will be notified, fourteen (14) days prior to any public events to be held at the Barn site.

4. The City shall help promote fundraising efforts through the use of City communication tools.
5. The City shall be the fiscal agent and project lead for all work approved under the scope of services form of the heritage grant. The City shall provide direct project oversight, control work schedules and provide supervision, pay bills for authorized and approved services and materials provided, and manage contracts to complete work necessary to restore the roof and siding of Miller Barn. The Heritage Society shall cooperate with the City in establishing these services.

6. The City shall maintain the Barn in compliance with all applicable laws and industry standards in effect at the time of construction. The City shall be responsible for the maintenance repair and replacement of the structure, hardscape elements of the project, i.e. entrance ramp and similar elements so that they are at all times ADA compliant, orderly, clean and in good condition and repair. The City will maintain the landscape in the Park and around the Barn consistent with current parkland maintenance practices.

7. The Heritage Society shall, at all times, use their best efforts to conduct all of its activities within said Park area in such a manner as to not interfere with or impede the operation of the City’s property and related activities.

8. The Heritage Society shall have use of the interior of the Barn, subject to City access to inspect and observe for purposes of carrying out its mission and goals.

9. The City shall manage the administration and expenditure of grant funds provided for the barn structure by the Minnesota Historical and Cultural Heritage grant.

10. Should the City of Woodbury terminate this Agreement prior to December 31, 2019, or otherwise cause the Barn structure to be removed or demolished before that date, the City will then reimburse the Heritage Society $5,484.00 for its investment into the Barn structure.

11. **Assignment or Subletting.** The Heritage Society shall not assign or otherwise transfer its interest in this Agreement or sublet all or any part of the premises without the prior
written consent of the City (which consent may be granted or withheld by the City in its sole discretion) and upon such terms and conditions as may be mutually agreed upon by the parties hereto.

12. **Entire and Binding Agreement.** This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest, subject to the limitations set forth herein. All prior conversations, writings and previous agreements between the parties hereto or their representatives with respect to the Barn are merged herein and extinguished. The Heritage Society acknowledges that it has not relied on any estimations, representations or statements of opinion or fact by City or its agents or employees in entering into this Agreement other than as may be expressly provided herein. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Heritage Society, and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

13. **Provisions Severable.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14. **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.
15. **Compliance with the Americans with Disabilities Act.** Notwithstanding any other provision of this Agreement to be contrary, Tenant shall comply with the Americans with Disabilities Act, and all regulations and orders promulgated pursuant thereto, as well as any related state, county and local laws, regulations and building codes (collectively the "ADA"). The Heritage Society shall make any alterations to the premises required by the ADA and shall use and occupy the premises at all times in compliance therewith.

16. **Dispute Resolution.** In the event of any dispute occurring over the terms of this Agreement or the performances due either party hereunder, the same shall be submitted to mediation. If the parties cannot agree on a mediator the matter will be mediated with the American Arbitration Association and the mediator selected by it. Mediation of any matter shall not preclude either party from terminating the agreement under the provisions hereof. Each party shall pay one-half of the costs of the mediation.

17. **Termination.** Either party may terminate this Agreement on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly (to include any non-grant expenses) sustained by the Woodbury Heritage Society as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement. This agreement expires on December 31, 2019.

[The remainder of this page has been intentionally left blank – signatures to follow]
WHEREUPON, the parties have set their hands this 13th day of July, 2018.

CITY OF WOODBURY

By [Signature]
Mary Giuliani Stephens, Mayor

By [Signature]
Clinton P. Gridley, City Administrator

Approved as to Form

[Signature]
Mark J. Vierling
City Attorney

Dated: July 12, 2018

STATE OF MINNESOTA )
COUNTY OF WASHINGTON ) ss.

On this 13th day of July, 2018, before me, a Notary Public, personally appeared MARY GIULIANI STEPHENS and CLINTON P. GRIDLEY, of the City of Woodbury, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Woodbury by the authority of the City Council of the City of Woodbury, and Mary Giuliani Stephens and Clinton P. Gridley acknowledge said instrument to be the free act and deed of said City of Woodbury.

[Notary Public Seal]
KIMBERLEE K. BLAESER
Notary Public

[Signature]
Notary Public
WOODBURY HERITAGE SOCIETY

By: William J. Schrankle

Its: Vice-President

And

By: ________________________________

Its: ________________________________

STATE OF MINNESOTA )
COUNTY OF WASHINGTON ) ss.

On this 15th day of July, 2018, before me, a Notary Public, personally appeared
William Schrankle and N/A who are the Vice-President (title) and N/A, respectively of the Woodbury Heritage Society, a Minnesota Non-Profit Corporation and who upon being duly sworn, signed the foregoing instrument and acknowledged said instrument intending it to be the free act and deed of Woodbury Heritage Society.

ROXANNE M. NOWICKI
Notary Public

Notary Public
My Commission Expires Jan 31, 2021