

**AGENDA
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 27, 2024 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Review of Bid Results and Funding for the 2022 City Project No. 3 Quiet Zone/Street and Sidewalk Improvements – Steve Emery**
- 2. Consider Approving the Joint Powers Agreement with the Department of Natural Resources – Jeremy King**
- 3. Discussion Regarding Deer Population – Administration & Parks Offices**
- 4. Discussion Setting Legislative Priorities for the Coalition of Greater Minnesota Cities Legislative Day – Reid Huttunen**
- 5. Discussion on City Council & Mayor Pay Rates – Tim Riopelle**

ADJOURN:

Upcoming Meetings

Council Meeting – Tuesday, March 5, 2024 – Council Chambers – 5:00 PM

The March 5th Meeting will need to be done no later than 6pm because of the Presidential Primary Election.

Work Session – Tuesday, March 12, 2024 – Training Room – 5:00 PM

Council Meeting – Tuesday, March 19, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, March 26, 2024 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

Request for Council Action

Date: February 23, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Dale Helms, Brian Larson, Ben Pokrzywinski and Karen Peterson

Cc: File

From: Steve Emery, P.E.

RE: Bid Results – 2022 City Project No. 3 – Quiet Zone – Street & SW Improvements

Background:

At the February 13th Work Session, we had some discussion in regard to the bid we received for the Quiet Zone Project. At that time, we said we wanted to go back and have more discussion with BNSF and Sacred Heart School in regard to the bids received and the potential for any additional funding assistance with these two parties. Reid and I had a TEAMS Meeting with BNSF and they came back and said they could not provide any additional funding, however they did reach out to MNDOT and they have offered to contribute \$50,000.00 as an incentive for the closure of 3rd St NW. Reid also had a meeting with Sacred Heart on 2/16/24 in which they said they would discuss with their financial group and get back to him. At this time Reid has not heard from them but we are hoping we will have something from them by the time of the work session.

Bids were received on February 7, 2024 for the above referenced project. We received a total of two (2) bids with the apparent low bid being from Opp Construction, LLC, Grand Forks, ND in the amount of \$1,051,314.50. The apparent low bid was approximately 29% above the Engineers Estimate of Cost.

Estimated Total Project Costs:

Construction:	\$1,051,314.50
Plans / Specs:	\$ 85,000.00
Staking / Inspection:	\$ 73,000.00
Contingencies (5%):	<u>\$ 52,565.73</u>
Subtotal Project Cost:	\$1,261,880.23
At Grade Crossing Surfaces	\$114,044.00 (Materials & Labor provided by BNSF)
Flagging Operations:	\$35,000.00
Total Project Cost:	\$1,410,924.23

Funding:

BNSF: \$156,203.00

MNDOT: \$58,000.00 (1/2 cost of Revise Signal System)

MNDOT: \$50,000.00

State Aid Construction Funds: \$200,000.00

State Aid Maintenance Funds: \$701,721.23

Storm Sewer Funds: \$85,000.00

Local Street Maintenance Funds: \$160,000.00

Total Funding: \$1,410,924.23

Recommendation:

No recommendation at this time.

As an FYI Bids are good for 60 days.

Enclosures:

Bid Tabulation

BID TABULATION
2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
S.A.P 119-119-016
EAST GRAND FORKS, MN



2/7/2024

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		OPP CONSTRUCTION		STRATA CORPORATION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2021.501	Mobilization	LUMP SUM	1	\$ 45,000.00	\$ 45,000.00	\$ 152,000.00	\$ 152,000.00	\$ 114,000.00	\$ 114,000.00
2104.502	Remove Casting	EACH	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
2104.502	Remove Sign	EACH	9	\$ 200.00	\$ 1,800.00	\$ 55.00	\$ 495.00	\$ 27.50	\$ 247.50
2104.502	Salvage Sign	EACH	8	\$ 300.00	\$ 2,400.00	\$ 55.00	\$ 440.00	\$ 55.00	\$ 440.00
2104.503	Remove Curb & Gutter	LIN FT	783	\$ 14.00	\$ 10,962.00	\$ 16.00	\$ 12,528.00	\$ 35.00	\$ 27,405.00
2104.504	Remove Bituminous Pavement	SQ YD	852	\$ 20.00	\$ 17,040.00	\$ 24.00	\$ 20,448.00	\$ 22.00	\$ 18,744.00
2104.504	Remove Concrete Pavement	SQ YD	1432	\$ 20.00	\$ 28,640.00	\$ 24.00	\$ 34,368.00	\$ 32.00	\$ 45,824.00
2104.504	Remove Concrete Driveway Pavement	SQ YD	212	\$ 25.00	\$ 5,300.00	\$ 22.00	\$ 4,664.00	\$ 32.00	\$ 6,784.00
2104.518	Remove Concrete Sidewalk	SQ FT	2901	\$ 3.00	\$ 8,703.00	\$ 4.00	\$ 11,604.00	\$ 3.50	\$ 10,153.50
2211.507	Aggregate Base (CV) Class 5	CU YD	61	\$ 75.00	\$ 4,575.00	\$ 100.00	\$ 6,100.00	\$ 120.00	\$ 7,320.00
2301.504	Concrete Pavement 7.0"	SQ YD	274	\$ 100.00	\$ 27,400.00	\$ 126.00	\$ 34,524.00	\$ 138.75	\$ 38,017.50
2301.504	Concrete Pavement 8.0"	SQ YD	581	\$ 110.00	\$ 63,910.00	\$ 138.00	\$ 80,178.00	\$ 152.00	\$ 88,312.00
2301.604	Concrete Pavement (Special)	SQ YD	835	\$ 80.00	\$ 66,800.00	\$ 148.00	\$ 123,580.00	\$ 119.00	\$ 99,365.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 2.0" THICK	SQ YD	714	\$ 22.00	\$ 15,708.00	\$ 34.00	\$ 24,276.00	\$ 45.00	\$ 32,130.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 3.0" THICK	SQ YD	627	\$ 30.00	\$ 18,810.00	\$ 52.00	\$ 32,604.00	\$ 52.00	\$ 32,604.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 4.0" THICK	SQ YD	50	\$ 50.00	\$ 2,500.00	\$ 190.00	\$ 9,500.00	\$ 105.00	\$ 5,250.00
2503.503	12" RC Pipe Sewer	LIN FT	133	\$ 110.00	\$ 14,630.00	\$ 160.00	\$ 21,280.00	\$ 265.00	\$ 35,245.00
2506.502	Adjust Frame & Ring Casting	EACH	1	\$ 500.00	\$ 500.00	\$ 460.00	\$ 460.00	\$ 1,800.00	\$ 1,800.00
2506.502	Casting Assembly	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 1,800.00	\$ 1,800.00
2506.602	Casting Assembly Special	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,800.00	\$ 1,800.00
2506.502	Const Drainage Structure Design A	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
2506.502	Const Drainage Structure Design N	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 10,500.00	\$ 10,500.00	\$ 9,000.00	\$ 9,000.00
2521.518	4" Concrete Walk	SQ FT	4118	\$ 14.00	\$ 57,652.00	\$ 14.00	\$ 57,652.00	\$ 12.50	\$ 51,475.00
2521.518	6" Concrete Walk	SQ FT	932	\$ 16.00	\$ 14,912.00	\$ 24.00	\$ 22,368.00	\$ 23.50	\$ 21,902.00
2531.503	Concrete Curb & Gutter, Design B624	LIN FT	945	\$ 70.00	\$ 66,150.00	\$ 56.00	\$ 52,920.00	\$ 61.75	\$ 58,353.75
2531.504	8" Concrete Median	SQ YD	239	\$ 200.00	\$ 47,800.00	\$ 190.00	\$ 45,410.00	\$ 210.00	\$ 50,190.00
2531.618	Truncated Domes	SQ FT	103	\$ 90.00	\$ 9,270.00	\$ 100.00	\$ 10,300.00	\$ 110.00	\$ 11,330.00
2557.502	Pedestrian Gate	EACH	4	\$ 2,500.00	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,660.00	\$ 6,640.00
2557.502	Vehicular Gate - Double	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 3,400.00	\$ 6,800.00	\$ 3,295.00	\$ 6,590.00
2557.603	Chain Link Safety Fence	LIN FT	1525	\$ 65.00	\$ 99,125.00	\$ 38.00	\$ 57,950.00	\$ 37.40	\$ 57,035.00
2563.601	Traffic Control	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 14,600.00	\$ 14,600.00	\$ 20,900.00	\$ 20,900.00
2565.616	Revise Signal System	SYS	1	\$ 64,000.00	\$ 64,000.00	\$ 116,000.00	\$ 116,000.00	\$ 223,750.00	\$ 223,750.00
2564.602	Furnish Type C Sign	EACH	27	\$ 400.00	\$ 10,800.00	\$ 310.00	\$ 8,370.00	\$ 291.50	\$ 7,870.50
2564.602	Install Sign	EACH	5	\$ 200.00	\$ 1,000.00	\$ 190.00	\$ 950.00	\$ 215.00	\$ 1,075.00
2573.502	Storm Drain Inlet Protection	EACH	9	\$ 200.00	\$ 1,800.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
2574.507	Common Topsoil Borrow	CU YD	103	\$ 65.00	\$ 6,695.00	\$ 72.00	\$ 7,416.00	\$ 90.00	\$ 9,270.00
2575.604	Site Restoration	SQ YD	1799	\$ 10.00	\$ 17,990.00	\$ 14.00	\$ 25,186.00	\$ 15.40	\$ 27,704.60
2582.503	24" Solid Line Paint	LIN FT	223	\$ 25.00	\$ 5,575.00	\$ 12.00	\$ 2,676.00	\$ 11.00	\$ 2,453.00
2582.503	4" Dble Solid Line Paint	LIN FT	52	\$ 10.00	\$ 520.00	\$ 5.00	\$ 260.00	\$ 4.40	\$ 228.80
2582.503	4" Solid Line Paint	LIN FT	155	\$ 6.00	\$ 930.00	\$ 2.50	\$ 387.50	\$ 2.20	\$ 341.00
2582.518	Pavt Mssg Paint	SQ FT	287	\$ 17.00	\$ 4,879.00	\$ 12.00	\$ 3,444.00	\$ 11.00	\$ 3,157.00
2582.518	Crosswalk Paint	SQ FT	492	\$ 36.00	\$ 17,712.00	\$ 28.00	\$ 13,776.00	\$ 27.50	\$ 13,530.00
	TOTAL BID				\$ 814,988.00		\$ 1,051,314.50		\$ 1,163,737.15

Request for Council Action

Date: 2/27/2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Jeremy King – Parks and Recreation

RE: Red River State Recreation Area - MNDNR Joint Powers Agreement

Background:

In April 2021, the City of East Grand Forks and the Minnesota Department of Natural Resources (MNDNR) extended the Joint Power Agreement for the Red River State Recreation Area, which ended on December 31, 2023. The MNDNR is now proposing a new 4-year agreement, closely resembling prior agreements.

In 2023, the RRSRA opened on May 19th (3 weeks late due to flooding) and closed on November 6th. They had 11,300 reservations, which is only 388 off the record set in 2018. Also, 2024 commemorates the 20-year milestone since the opening of the RRSRA.

Budget Impact.

Annual revenue is split 50/50 between the City and MNDNR
Net Operating Income in 2022 after split was \$10,432.67

Recommendation:

Approve the proposed agreement and continue the partnership with MNDNR

Enclosures:

1. Newly proposed four-year contract extension
2. Expired Joint Powers Agreement from 2023
3. 2022 Year End Final Expenses



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This Agreement is between the State of Minnesota, acting through its Natural Resources, Division of Parks and Trails (“State”) and City of East Grand Forks (“City”).

Recitals

Under Minnesota Statutes § 84.026 and § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of staff to provide operations and maintenance support for the Red River State Recreation Area.

Agreement

1. Term of Agreement

- 1.1 Effective Date: **April 1, 2024**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **December 31, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The City of East Grand Forks, the “City” and the Minnesota Department of Natural Resources, Division of Parks and Trails “State” will cooperatively manage the Red River State Recreation Area. Management of the recreation area will comply with the standards and procedures listed below:

2.1 Management:

- 2.1.1 **Management Team:** The Management Team will include the City’s Recreation Director and the State’s ~~Park~~ Park Manager and District 2 Recreation Operations Supervisor.
- 2.1.2 **Supervision:** The Park Manager will be the State’s primary contact for daily ~~maintenance and operations for the recreation area~~. The Park Manager will collaborate with and cooperatively manage the recreation area with the City’s Recreation Director. Employment and Supervision of the Park Manager may reside with the City or the State as negotiated.
- 2.1.3 **Operations Oversight:** The State’s District 2 Recreation Operations Supervisor will be responsible for the oversight of the recreation area operations. ~~He/she~~ They will work with the Park Manager and the City’s Recreation Director to implement the annual operations plan and budget, to ensure consistency with DNR policies and procedures and to resolve issues.

2.2 Operations:

- 2.2.1 **Operation Review:** Quarterly, the State will meet with the City to review issues and to inspect the grounds, structures and equipment to assure the level of maintenance and operations is meeting state park standards.
- 2.2.2 **Reports:** The State and the City will collaborate to provide annual reports that identifies, in detail, all expenditures and revenues collected, enforcement activities and unit accomplishments.
- 2.2.3 **Documents and Files:** Appropriate documents will be maintained by staff for the recreation area. When an accident happens, an incident report will be filled out and appropriate documentation made. Time sheets will be maintained on all employees and receipts kept on any expenditures. All files, reports and correspondence generated in regards to operating and maintaining the Red River State Recreation Area are the property of the State.
- 2.2.4 **Records for Payment:** The City will maintain records of all expenditures for the operation and maintenance of the Red River State Recreation Area.
- 2.2.5 **Standards:** The Division of Parks and Trails has standards for mowing, garbage collection, cleaning, litter removal, and maintenance that will be required for the city to meet in the management and operations of the Red River State Recreation Area.
- 2.2.6 **Nature Store Operations, Firewood and Ice:** Nature Store merchandise, firewood, and ice will be acquired and sold in accordance with Division of Parks and Trails guidelines and procedures. Purchases of merchandise, wood, and ice shall be approved by the park manager and shall not be charged against the agreed upon payment to the City for the maintenance and operation of the recreation area. Receipts for sale of merchandise, firewood and ice will be revenue of the State and deposited in the appropriate account.
- 2.2.7 **Inventory Control:** Inventory of all merchandise and equipment will be documented at the state of the season and audited at closing. The City and State staff will do this inventory control together.
- 2.2.8 **Equipment:** All equipment that is part of the Department of Natural Resources (DNR) fleet program will be paid directly by the State and considered part of the approved budget for the operations of the unit. All equipment logs will be kept up to date for audit purposes.
- 2.2.9 **Fleet and Equipment Utilization:** The State and the City shall agree upon equipment to be used in the maintenance and operation of the recreation area. If the equipment used is the property of the state, the City will operate equipment in accordance with procedures stated in the DNR fleet policy and will pay standard fleet charges to the Department of Natural Resources Fleet program. In return, these charges may be reimbursed as costs for the operation of the unit under the operating agreement with DNR Parks and Trails. If the equipment used is property of the City, the City may bill that use to DNR as a cost of operating the unit. Those billings will be part of the acceptable expenses for which the City will receive payments, up to the amount approved in the annual budget. Use rates for City equipment will be determined by using the DNR fleet charges for like equipment.
- 2.2.10 **Project Funds:** The Red River State Recreation Area shall be eligible for project funding (Nature Store funds, bonding and other sources) in the same manner as other parks and recreation

areas are eligible for them. The City, through its Recreation Director and the State, through its Park Manager will collaborate to submit project proposals. Projects will be submitted through the Division of Parks and Trails District Supervisor where they will be evaluated and prioritized for funding. Funded projects will be in addition to, and not count against, the agreed upon payment to the City for the maintenance and operation of the recreation area.

- 2.2.11 **Seasonal Staff:** The City and/or the State will hire the seasonal staff needed to operate and maintain the recreation area. If requested by the State or the City, the Park Manager will be involved in the interviews and selection of the seasonal staff. Staff will conduct themselves professionally and will comply with the DNR Uniform Policy.
- 2.2.12 **Training:** Staff will be trained by both the State and the City. State parks will train staff in the reservation system, point of sale, rules and regulations, reporting, guidelines and procedures. Staff will attend State Parks and Trails spring training. The City will be responsible for additional training such as safety procedures, equipment, grounds, and facility maintenance. Training requirements and completion list for employees will be developed cooperatively between the State and the City.
- 2.2.13 **Liability for volunteers:** The City may recruit and utilize volunteers for duties of the recreation area, at their discretion. Volunteers working at the recreation area, who have completed the DNR volunteer form and been approved by DNR, will be DNR volunteers and DNR will be responsible for worker's compensation and liability related to their use, as long as they are working at tasks and under conditions that are approved. Volunteers that have not completed DNR forms and who have not been approved by DNR, or are working at tasks or in conditions that have not been approved by DNR, shall be considered as volunteers for the City.
- 2.2.14 **Hours of Operation:** The recreation area will be open from 8:00 a.m. to 10:00 p.m. each day. Office hours and staffing levels will be identified as part of the annual budget and staffing plan. The operating season will be identified as part of the annual budget and staffing plan. The City will monitor the unit during the off-season, reporting any problems to the department.
- 2.2.15 **Rules and Regulations:** The recreation area will be managed in accordance with the rules and regulations for state parks Chapter 6100.0100 to 6100.2400. Additional restrictions may be added to meet City ordinances and laws.
- 2.2.16 **Fees and Permits:** The state park vehicle permits will be required as per M.S. 85.053. All fees and sales must comply with state park procedures and guidelines and be approved by the State. All sales and money must be deposited according to operational procedures and will be audited by the State at the end of the season and periodically throughout the season. All money collected is the revenue of the State of Minnesota.
- 2.2.17 **Special Events:** Special events will follow the Department of Natural Resources' special event policy and guidelines. All special events need to be approved by the State.
- 2.2.18 **Public Involvement:** The City and the State will coordinate with the community on representing the Red River State Recreation Area during special events, Friends of the Greenway meetings and at the Greenway Recreation Technical meetings.

2.2.19 **Natural Disasters:** The costs of large-scale damage from flooding, wind storms and other natural disasters will be funded separately from the maintenance and operation funds paid to the City for the Red River State Recreation Area. Damage assessment and repair will be the responsibility of State unless otherwise agreed to by the City and DNR. Repairs of disaster damages, which the City may wish to accomplish on behalf of DNR, must be approved by DNR prior to being done.

2.2.20 **Accessibility:** Structural and nonstructural facilities and program must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

Documents (both electronic and hardcopy) to be reimbursed under the terms of this contract shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the website of the Office of Accessibility Minnesota IT Services (<http://mn.gov/mnit/about-mnit/accessibility/>)

2.3 Annual Operations Plan and Operating Budget

2.3.1 The management team will develop the annual operations plan and budget by November 30th of each year.

2.3.2 The annual operations plan and operating budget will be reviewed and approved by the joint powers agreement authorized representatives for the City and the State by December 31st of each year.

2.3.3 The annual operations plan will identify the services and seasons to be provided at the recreation area. It will include maintenance and customer service standards and staffing levels. In addition, this plan will identify staff reportability.

2.3.4 The operating budget will include expenses for the operation and maintenance of the recreation area including, but not limited to staffing, equipment, utilities, services and repairs. The budget will include administrative and technical support provided by the State and the City.

2.3.4.1 The budget will identify expenses to be paid by the City and by the State.

2.3.4.2 All budgeted expenses will be reviewed during quarterly operations review and reconciled at the annual budget review.

2.3.5 The budget will include administrative and technical support provided by the State and the City.

2.3.5.1 State Expenses:

2.3.5.1.1 Department support including information technology, communications and outreach, business office and human resources, training, and safety.

Departmental support charges will be calculated at 7 percent of previous year total revenue.

2.3.5.1.2 Facility management assessment (FMA) charges will be based on actual charges assessed for building square footage. FMA fees cover the cost of maintenance, repair and rehabilitation of buildings.

2.3.5.1.3 Division support including central office and regional office support such as interpretation, resource management, supervision, communications and outreach, marketing, reservation system and revenue reporting and auditing. Division support charges will be calculated at 3 percent of previous year total revenue.

2.3.5.1.4 Park manager salary – actual cost based on documented payroll expenses (wages, benefits, unemployment compensation).

2.3.5.2 City administrative support expenses that directly support operations and maintenance of the recreation area will be calculated as 10 percent of expenses paid by the City.

2.3.6 Expenses not included in the annual operating budget approved by the State and City during annual budget development (Section 2.3.4 & 2.3.5); must be reviewed and approved in writing by both parties before being authorized expenses.

3. Payment

3.1 Expenditure Reimbursement. The State agrees to reimburse the City for the operations and maintenance services provided for the operation of the Red River State Recreation Area based on the operating budget as defined in Section 2.3. The payments will be made in three installments.

3.1.1 The first payment, not to exceed \$50,000, will be made on June 30 of each year.

3.1.2 The second payment, not to exceed \$50,000 will be paid on July 30, of each year.

3.1.3 The third payment will be paid on or before December 31 of each year. The final payment will be for the balance due for operations and maintenance services provided. All payments must be supported by actual expenditures equal to the amount requested in the reimbursement.

3.2 Revenue Sharing. The State agrees to pay the City fifty (50) percent of the net operating revenue.

3.2.1 Revenue collection and reporting will be completed using the State's reservation and point of sale system.

3.2.2 Net operating revenue is calculated by subtracting operating budget expenses from eligible revenues.

3.2.2.1 The following fees collected at the recreation area are considered eligible for the purpose of determining revenue sharing: camping fees, camping service

charges (electricity, sewer, water); picnic shelter rental fees, daily entrance permit fees, 1 percent of annual entrance permit fees. The percentage of annual entrance fees considered eligible represents the amount the fees represent of the total fees collected by the Division of Parks and Trails.

3.2.2.2 The following fees collected at the recreation area are not considered eligible for the purposes of determining revenue sharing except as listed above: annual entrance permit fees, sales tax, reservation fees, firewood and ice fees, and gift card and souvenir revenue and any other miscellaneous fees.

The total obligation of the State under this Agreement will not exceed \$750,000.

4. Authorized Representatives

The State's Authorized Representative is Ben Bergey, Northwest Regional Manager Parks and Trails, 2115 Birchmont Beach Road NE, Bemidji, MN 56601; 218-308-2652, or his/her successor.

The City's Authorized Representative is Reid Huttunen, City Administrator City of East Grand Forks, 600 Demers Avenue, East Grand Forks, MN 56721, 218-773-2483, or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 **Assignment.** The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the City, the City's reseller, any third party that has a business relationship with the City, or City's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal

remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The City and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the City or the State.

If the City receives a request to release the data referred to in this clause, the City must immediately notify and consult with the State's Authorized Representative as to how the City should respond to the request. The City's response to the request shall comply with applicable law.

9. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

9.1 Obligations.

9.1.1. Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

9.1.2 Representation. The Sponsor must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for

payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor's or the State's opinion is likely to arise, the Sponsor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

10. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination

11.1 **Termination.** The State or the City may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

13. Invasive Species Prevention.

Grantees and subcontractors must follow Minnesota DNR’s Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this contract by reference. Duties are listed in Op Order 113 under Sections II and III (p. 5-8). The Grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

14. Pollinator Best Management Practices.

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version.](#)

1. State Encumbrance Verification

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____



State of Minnesota Joint Powers Agreement

SWIFT Contract Number: 191840

This Agreement is between the State of Minnesota, acting through its Natural Resources, Division of Parks and Trails (“State”) and City of East Grand Forks (“City”).

Recitals

Under Minnesota Statutes § 84.026 and § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of staff to provide operations and maintenance support for the Red River State Recreation Area.

Agreement

1. Term of Agreement

- 1.1 Effective Date: April 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The City of East Grand Forks, the “City” and the Minnesota Department of Natural Resources, Division of Parks and Trails “State” will cooperatively manage the Red River State Recreation Area. Management of the recreation area will comply with the standards and procedures listed below:

2.1 Management:

- 2.1.1 **Management Team:** The Management Team will include the City’s Recreation Director and the State’s Park Manager and District 2 Recreation Operations Supervisor.
- 2.1.2 **Supervision:** The Park Manager will be the State’s primary contact for daily maintenance and operations for the recreation area. The Park Manager will collaborate with and cooperatively manage the recreation area with the City’s Recreation Director.
- 2.1.3 **Operations Oversight:** The State’s District 2 Recreation Operations Supervisor will be responsible for oversight of the recreation area operations. He/she will work with the Park Manager and the City’s Recreation Director to implement the annual operations plan and budget, to ensure consistency with DNR policies and procedures and to resolve issues.

2.2 Operations:

- 2.2.1 **Operation Review:** Quarterly, the State will meet with the City to review issues and to

inspect the grounds, structures and equipment to assure the level of maintenance and operations is meeting state park standards.

- 2.2.2 **Reports:** The State and the City will collaborate to provide annual reports that identifies, in detail, all expenditures and revenues collected, enforcement activities and unit accomplishments.
- 2.2.3 **Documents and Files:** Appropriate documents will be maintained by staff for the recreation area. When an accident happens an incident report will be filled out and appropriate documentation made. Time sheets will be maintained on all employees and receipts kept on any expenditures. All files, reports and correspondence generated in regards to operating and maintaining the Red River State Recreation Area are the property of the State.
- 2.2.4 **Records for Payment:** The City will maintain records of all expenditures for the operation and maintenance of the Red River State Recreation Area.
- 2.2.5 **Standards:** The Division of Parks and Trails has standards for mowing, garbage collection, cleaning, litter removal, and maintenance that will be required for the city to meet in the management and operations of the Red River State Recreation Area.
- 2.2.6 **Nature Store Operations, Firewood and Ice:** Nature Store merchandise, firewood, and ice will be acquired and sold in accordance with Division of Parks and Trails guidelines and procedures. Purchases of merchandise, wood, and ice shall be approved by the park manager and shall not be charged against the agreed upon payment to the City for the maintenance and operation of the recreation area. Receipts for sale of merchandise, firewood and ice will be revenue of the State and deposited in the appropriate account.
- 2.2.7 **Inventory Control:** Inventory of all merchandise and equipment will be documented at the start of the season and audited at closing. The City and State staff will do this inventory control together.
- 2.2.8 **Equipment:** All equipment that is part of the Department of Natural Resources (DNR) fleet program will be paid directly by the State and considered part of the approved budget for the operations of the unit. All equipment logs will be kept up to date for audit purposes.
- 2.2.9 **Fleet and Equipment Utilization:** The State and the City shall agree upon equipment to be used in the maintenance and operation of the recreation area. If the equipment used is the property of the state, the City will operate equipment in accordance with procedures stated in the DNR fleet policy and will pay standard fleet charges to the Department of Natural Resources Fleet program. In return, these charges may be reimbursed as costs for the operation of the unit under the operating agreement with DNR Parks. If the equipment used is property of the City, the City may bill that use to DNR as a cost of operating the unit. Those billings will be part of the acceptable expenses for which the City will receive payments, up to the amount approved in the annual budget. Use rates for City equipment will be determined by using the DNR fleet charges for like equipment.
- 2.2.10 **Project Funds:** The Red River State Recreation Area shall be eligible for project funding (Nature Store funds, bonding, and other sources) in the same manner as other parks and recreation areas are eligible for them. The City, through its Recreation Director and the State,

through its Park Manager will collaborate to submit project proposals. Projects will be submitted through the Division of Parks and Trails District Supervisor where they will be evaluated and prioritized for funding. Funded projects will be in addition to, and not count against, the agreed upon payment to the City for the maintenance and operation of the recreation area.

- 2.2.11 **Seasonal Staff:** The City will hire the seasonal staff needed to operate and maintain the recreation area. If requested by the State or the City, the Park Manager will be involved in the interviews and selection of the seasonal staff. Staff will conduct themselves professionally and will comply with the DNR Uniform Policy.
- 2.2.12 **Training:** Staff will be trained by both the State and the City. State parks will train staff in the reservation system, point of sale, rules and regulations, reporting, guidelines and procedures. Staff will attend State Parks and Trails spring training. The City will be responsible for additional training such as safety procedures, equipment, grounds, and facility maintenance. Training requirements and completion list for employees will be developed cooperatively between the State and the City.
- 2.2.13 **Liability for volunteers:** The City may recruit and utilize volunteers for duties of the recreation area, at their discretion. Volunteers working at the recreation area, who have completed the DNR volunteer form and been approved by DNR, will be DNR volunteers and DNR will be responsible for worker's compensation and liability related to their use, as long as they are working at tasks and under conditions that are approved. Volunteers that have not completed DNR forms and who have not been approved by DNR, or are working at tasks or in conditions that have not been approved by DNR, shall be considered as volunteers for the City.
- 2.2.14 **Hours of Operation:** The recreation area will be open from 8:00 a.m. to 10:00 p.m. each day. Office hours and staffing levels will be identified as part of the annual budget and staffing plan. The operating season will be identified as part of the annual budget and staffing plan. The City will monitor the unit during the off-season, reporting any problems to the department.
- 2.2.15 **Rules and Regulations:** The recreation area will be managed in accordance with the rules and regulations for state parks Chapter 6100.0100 to 6100.2400. Additional restrictions may be added to meet City ordinances and laws.
- 2.2.16 **Fees and Permits:** The state park vehicle permits will be required as per M.S. 85.053. All fees and sales must comply with state park procedures and guidelines and be approved by the State. All sales and money must be deposited according to operational procedures and will be audited by the State at the end of the season and periodically throughout the season. All money collected is the revenue of the State of Minnesota.
- 2.2.17 **Special Events:** Special events will follow the Department of Natural Resources' special event policy and guidelines. All special events need to be approved by the State.
- 2.2.18 **Public Involvement:** The City and the State will coordinate with the community on representing the Red River State Recreation Area during special events, Friends of the Greenway meetings and at the Greenway Recreation Technical meetings.

- 2.2.19 **Natural Disasters:** The costs of large-scale damage from flooding, wind storms and other natural disasters will be funded separately from the maintenance and operation funds paid to the City for the Red River State Recreation Area. Damage assessment and repair will be the responsibility of State unless otherwise agreed to by the City and DNR. Repairs of disaster damages, which the City may wish to accomplish on behalf of DNR, must be approved by DNR prior to being done.
- 2.2.20 **COVID-19 Pandemic:** In order to slow the spread of the COVID-19 virus, Contractor must submit a COVID-19 Preparedness Plan and comply with its content. Contractor Must also comply with all conditions of Executive Orders in place during this contract, and all COVID-19-related guidance issued by the State of Minnesota.
- 2.2.21 **Accessibility:** Structural and nonstructural facilities and program must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

Documents (both electronic and hardcopy) to be reimbursed under the terms of this contract shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the website of the Office of Accessibility Minnesota IT Services (<http://mn.gov/mnit/about-mnit/accessibility/>)

2.3 Annual Operations Plan and Operating Budget

- 2.3.1 The management team will develop the annual operations plan and budget by November 30th of each year.
- 2.3.2 The annual operations plan and operating budget will be reviewed and approved by the joint powers agreement authorized representatives for the City and the State by December 31st of each year.
- 2.3.3 The annual operations plan will identify the services and seasons to be provided at the recreation area. It will include maintenance and customer service standards and staffing levels.
- 2.3.4 The operating budget will include expenses for the operation and maintenance of the recreation area including, but not limited to staffing, equipment, utilities, services and repairs. The budget will include administrative and technical support provided by the State and the City.
 - 2.3.4.1 The budget will identify expenses to be paid by the City and by the State.
 - 2.3.4.2 All budgeted expenses will be reviewed during quarterly operations review and reconciled at the annual budget review.
- 2.3.5 The budget will include administrative and technical support provided by the State and the City.
 - 2.3.5.1 State Expenses:
 - 2.3.5.1.1 Department support including information technology, communications and outreach, business office and human resources, training and safety. Departmental support charges will be calculated at 7 percent of previous year total revenue.

- 2.3.5.1.2 Facility maintenance assessment (FMA) charges will be based on actual charges assessed for building square footage. FMA fees cover the cost of maintenance, repair and rehabilitation of buildings.
 - 2.3.5.1.3 Division support including central office and regional office support such as interpretation, resource management, supervision, communications and outreach, marketing, reservation system and revenue reporting and auditing. Division support charges will be calculated at 3 percent of previous year total revenue.
 - 2.3.5.1.4 Park manager salary – actual cost based on documented payroll expenses (wages, benefits, unemployment compensation).
 - 2.3.5.2 City administrative support expenses that directly support operations and maintenance of the recreation area will be calculated as 10 percent of expenses paid by the City.
 - 2.3.6 Expenses not included in the annual operating budget approved by the State and City during annual budget development (Section 2.3.4 & 2.3.5); must be reviewed and approved in writing by both parties before being authorized expenses.

3. Payment

- 3.1 Expenditure Reimbursement. The State agrees to reimburse the City for the operations and maintenance services provided for the operation of the Red River State Recreation Area based on the operating budget as defined in Section 2.3. The payments will be made in three installments.
 - 3.1.1 The first payment, not to exceed \$50,000, will be made on June 30 of each year.
 - 3.1.2 The second payment, not to exceed \$50,000 will be paid on July 30, of each year.
 - 3.1.3 The third payment will be paid on or before December 31 of each year. The final payment will be for the balance due for operations and maintenance services provided. All payments must be supported by actual expenditures equal to the amount requested in the reimbursement.
- 3.2 Revenue Sharing. The State agrees to pay the City fifty (50) percent of the net operating revenue.
 - 3.2.1 Revenue collection and reporting will be completed using the State’s reservation and point of sale system.
 - 3.2.2 Net operating revenue is calculated by subtracting operating budget expenses from eligible revenues.
 - 3.2.2.1 The following fees collected at the recreation area are considered eligible for the purpose of determining revenue sharing: camping fees, camping service charges (electricity, sewer, water); picnic shelter rental fees, daily entrance permit fees, 1 percent of annual entrance permit fees. The percentage of annual entrance fees considered eligible represents the amount the fees represent of the total fees collected by the Division of Parks and Trails.
 - 3.2.2.2 The following fees collected at the recreation area are not considered eligible for the purposes of determining revenue sharing except as listed above: annual entrance permit fees, sales tax, reservation fees, firewood and ice fees, and gift card and souvenir revenue and any other miscellaneous fees.

The total obligation of the State under this Agreement will not exceed \$750,000.

4. Authorized Representatives

The State's Authorized Representative is Ben Bergey, Northwest Regional Manager Parks and Trails, 2115 Birchmont Beach Road NE, Bemidji, MN 56601; 218-308-2652, or his/her successor.

The City's Authorized Representative is David Murphy, City Administrator City of East Grand Forks, 600 Demers Avenue, East Grand Forks, MN 56721, 218-773-2483, or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the City, the City's reseller, any third party that has a business relationship with the City, or City's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

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

If the City receives a request to release the data referred to in this clause, the City must immediately notify and consult with the State’s Authorized Representative as to how the City should respond to the request. The City’s response to the request shall comply with applicable law.

9. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

9.1 Obligations.

9.1.1. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

9.1.2 **Representation.** The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor’s or the State’s opinion is likely to arise, the Sponsor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

10. Venue.

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination.

11.1 **Termination.** The State or the City may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

11.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any

services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

13. Invasive Species Prevention.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this contract by reference. Duties are listed in Op Order 113 under Sections II and III (p. 5-8). The Grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

14. Pollinator Best Management Practices.

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version.](#)

1. State Encumbrance Verification

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

DS
KM

Print Name: Karen Potvin

Signature: Karen Potvin

Title: Accounting Officer Inter. Date: April 13, 2021

SWIFT Contract No. 191840/PO# 3000186250

3. State Agency

With delegated authority

Print Name: Linda Erickson-Eastwood

Signature: Linda Erickson-Eastwood

Title: Division and Fiscal Services Unit Manager Date: April 16, 2021

2. Governmental Unit

Print Name: David Murphy

Signature: David Murphy

Title: City Administrator Date: April 16, 2021

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Sara Friedland

Signature: Sara Friedland

Title: AMS Date: April 21, 2021

Admin ID: 70981

71111

10/5/2023

Payments to City of East Grand Forks CY 2022			Amount
Total Approved Expenses Paid by City			\$ 237,196.66
June 2022 Payment			\$ 50,000.00
July 2022 Payment			\$ 50,000.00
Final Maintenance Payment Due for CY 2022			\$ 137,196.66
Revenue Sharing:			
Eligible Revenues		\$ 339,407.90	
DNR Expenses		\$ 81,345.90	
City of East Grand Forks Expenses		\$ 237,196.66	
Net Operating Income		\$ 20,865.34	
CY2022 50% Revenue Sharing			\$ 10,432.67
Final Payment Due for CY2022 Agreement (includes final maintenance amount)			\$ 147,629.33

Permits		2022 Revenue	Eligible 2022 Revenue
Annual Regular Vehicle Permits	1% of Total	\$ 30,490.00	\$ 304.90
Annual Additional Vehicle Permits			
Annual Special Vehicle Permits			
Annual Motorcycle Vehicle Permits			
Daily Regular	100% of Total	\$ 10,459.00	\$ 10,459.00
Camping Fees	100% of Total	\$ 328,644.00	\$ 328,644.00
Picnic Shelter Rental	100% of Total	\$ -	\$ -
Gift card sales (net)		Not Included In Split	0
Firewood/Ice		Not Included In Split	0
Retail Merchandise		Not Included In Split	0
Over/Under		Not Included In Split	0
Reservation Revenue		Not Included In Split	0
Sales Tax		Not Included In Split	0
Total Revenue		\$ 369,593.00	\$ 339,407.90

DNR Department Support:			FY 2013 Expenses
Building Maintenance Fees (FY17)			\$ 9,441.38
Office of Management & Budget (.33%)			\$ 5,042.00
Communication and Outreach (1%)			\$ 7,343.00
Management Information Systems			\$ 3,817.00
Computer/network Replacement (2 computers)			\$ 624.00
Division Support:			
Central Office St. Paul (.50%)			\$ 7,452.00
Region Office (.50%)			\$ 3,145.00
Tourism Contract (1%)			\$ 700.00
Total			\$ 37,564.38

Expenses Paid by DNR			CY 2022 Expenses
Utility Services - Paid to EGF			\$ 33,651.30
MN IT - Communication Services (Phones/ Internet)			\$ 1,329.48
Fleet - Equipment Services (Vehicles)			\$ 7,887.04
Security system monitoring			\$ 649.94
Misc (vinyl numbers, bike repair kit)			\$ 263.76
Total			\$ 43,781.52
Total 2022 Expenses Paid by DNR			\$ 81,345.90

Red River Recreation Area Budget - City of East Grand Forks

Based on CY
2022 final
expenses

Salaries & Wages PT	\$ 88,361.06
Salary and Wages	\$ 4,977.08
Overtime PT	\$ 9,545.20
PERA Contributions	\$ 4,118.09
FICA Contributions	\$ 7,851.79
Insurance Contribution	\$ 4,930.86
Unemployment Benefits	\$ 8,665.03
General Supplies	\$ 4,905.74
Communications	\$ 350.00
Travel Expenses	\$ 315.42
Utilities	\$ 1,399.30
Repair & Maintenance	\$ 78,629.76
Custodial Services	\$ -
Miscellaneous	\$ 1,584.00
Improvements	\$ -
Dock Placement	\$ -
Equipment	\$ -
Subtotal	\$ 215,633.33
City Administrative Fees (10%)	\$ 21,563.33
Total 2022 Expenses Paid by City of East Grand Forks	\$ 237,196.66

These have used the FY 2013 Fees for 6 years.

Needs updating soon.

Facilities maintenance assessment charges on buildings Sq. Ft. .
Business Office, Records, Accounting, and Human Resources
Information Office, Social Media, Publications, News Releases.
Technology, Software, Program Support
Computer Hardware

Planning, Interpretation, Archeology
Bill Paying, Revenue, Office Support, GIS,
Paid to Explore Minneosta
Same as 2019

Request for Council Action

Date: 2/23/24

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration/Parks & Rec Offices

RE: Discussion Regarding Deer Population

Over the years staff has received calls from residents about the growing deer population that moves in and out of the city limits. There are a variety of issues created by the deer population including the deer eating landscaping and causing accidents while they run across the roads. When this was discussed before we found that there are some residents who would like to see the deer population decreased, but there are other residents that would like the deer population left alone.

Once again, this past fall a resident called with issues regarding deer and asked what could be done. Staff reached out to the Department of Natural Resource (DNR) Office to see if anything had changed regarding restrictions or if they offered a service to help to reduce the deer population. We were informed that the DNR did not offer a service to come in to reduce the deer population.

The DNR did give information about having a special hunt, it was too late in the year to be considered, but the request could be submitted by the end of April or beginning of May to be considered the following year. It was during this conversation when the 100-yard restriction was brought up and staff was informed this restriction was not in State Statutes. After reviewing the city ordinances, the only place where the 100 yards was listed was for the discharging of firearms.

With this new information, would the City Council want to consider having staff prepare and submit the information for a special hunt utilizing archery.

Enclosed:

Urban Deer Populations and Management for EGF
Red Lake Falls Deer Management Plan
Chapter 132 Dangerous Weapons City Code

Urban Deer Populations and Management

Life in the city:

- Safety and shelter
 - Urban areas essentially are refuges from hunters and wild predators
 - Deer can become quite fearless in these “safe zones”
 - Often wooded cover is available in neighborhoods, parks, and riparian areas
 - Wetland areas, grassy fields
- Food
 - Recreational feeding (intentional)
 - Tasty landscape and garden plants (unintentional): Vegetable gardens, hostas, arborvitae/white cedar, pine
 - Natural food sources: Wild shrubs, tree seedlings, forbs, acorns
- Water
 - Lakes, rivers, streams, and wetlands provide a water source

Potential remedies to deter deer and/or decrease the urban deer population:

- Public education on recreational feeding or institute a feeding ban
- Plant things deer don't like to eat: For example, juniper (Eastern red-cedar), spruce, wild ginger
- Make bird feeders inaccessible
- Make gardens and landscape plants inaccessible
 - Fencing, repellents
- Implement a special deer hunt
 - Apply through DNR Area Wildlife Office in late April/early May
 - Type of hunt (i.e., archery), length, antlered or antlerless deer
 - Target antlerless deer to help reduce populations
 - Amend city ordinance
 - Determine the deer population—survey sent to citizens, on-the-ground count, aerial count
 - Draft a management plan with goals for deer numbers (not required but helpful)
 - Hunt administered by city or county law enforcement
 - Application process; some do a criminal background check and a shooting proficiency test
 - Designate hunt zone(s) and restricted areas
 - Bag limits can differ from the permit area in which the city is located
 - EGF is in PA 261 – Hunter's choice in 2016→1 deer limit of either sex; the city could make bonus tags available for harvest of additional deer (antlerless only), up to 5 total
 - Earn-a-back—harvest an antlerless deer before a buck

CITY OF RED LAKE FALLS Deer Management Plan

March 2014



1.0 INTRODUCTION

The City of Red Lake Falls is a very picturesque and wooded community which is centered at the intersection of the Red Lake and the Clearwater rivers. The population of Red Lake Falls is approximately 1,427 with a geographical size of approximately 1.75 square miles. Wildlife is abundant within the community and surrounding area. One of the most predominant and visible wildlife species is the White-tailed deer.

Hunting deer is a very popular form of fall recreation in Red Lake Falls and the surrounding area. Numerous individuals hunt by archery and rifle on land adjacent to the city limits of Red Lake Falls and historically speaking, numerous archers have hunted / harvested deer in remote areas within the city limits of Red Lake Falls.

In 2012, the City of Red Lake Falls addressed safety concerns and passed two ordinances relating to hunting. Section 803.01 (Use of Weapons) sub 4, sub 5 and sub 6. Sub 6 prohibits hunting within City Limits. Sub 5 prohibits the discharge of a bow and arrow within city limits.

The change in ordinances combined with (but not limited to) the following factors:

- Lack of natural predators
- Recreational feeding
- Abundant browse sources
- Wooded shelter
- Free flowing water sources

These factors have led to an increased deer population within the City Limits of Red Lake Falls. Due to the large wooded and river bottom areas it is hard to conduct an aerial survey of the deer population. During the last week of February 2014, the Red Lake County Sheriff's Office did conduct an informal survey by checking various locations frequented by deer in the early evening hours. That count came to a total of 41 deer being visible in locations such as city parks, school property and private residential yards.

2.0 Citizen Complaints

Over the past few years, numerous complaints have been fielded at the Red Lake County Sheriff's Office about deer damaging gardens, lawns, trees and shrubbery.

3.0 IMPACTS

- Substantial reductions of natural vegetation in secure "bedding" areas
- Landscape integrity
- Public safety
- Reported and potential car / deer collisions

4.0 POPULATION

During the last week of February 2014, the Red Lake County Sheriff's Office did conduct an informal count by checking various locations frequented by deer in the early evening hours. That count came to a total of 41 deer being visible in locations such as city parks, school property and private residential yards. It is likely the number of deer residing in and very near the city limits exceeds 50 individuals.

5.0 GOALS and OBJECTIVES

GOAL:

To manage the deer population within the City Limits of Red Lake Falls and to keep the population at an acceptable cultural and biological level.

OBJECTIVES:

- Reduce the population to ~ 25 deer; a population level felt to be acceptable
- Reduce the chances of car / deer collisions
- Reduce property damage
- Educate the public on recreational feeding

6.0 MANAGEMENT STRATEGIES

Monitoring:

The Red Lake County Sheriff's Office will conduct an annual, informal survey by checking the places routinely frequented by deer during the month of February and report that total number to the MN DNR Area Wildlife Office and the City of Red Lake Falls.

Education:

- Publish an annual article in the Red Lake Falls Gazette educating area residents on recreational feeding.

7.0 POPULATION CONTROL

1) Regulated Archery

- The City of Red Lake Falls will work with the MNDNR (through the Crookston Area Wildlife Office) to allow for (10) ten annual, special doe permits to be used in special hunts during the 2014, 2015 and 2016 archery season, or until the deer population reaches an acceptable level (~25 deer). When that level is achieved, an archery hunt may need to be continued but with fewer permits.

2) The local authority responsible for monitoring the regulated archery will be the Red Lake County Sheriff's Office.

3) The City of Red Lake Falls will modify existing ordinances to allow for a two-week long regulated archery hunt.

8.0 SUPPORT

The Red Lake Falls Sportsman's Club and the Red Lake County Sheriff's Office support this deer management plan.

9.0 City Map

- See Pg 5

10.0 Existing Ordinance

- See Pgs 6-7

11.0 Proposed Amendments to local Ordinance

- See Pg 8

This Deer management plan is approved by the City of Red Lake Falls:

Date: _____

Mayor: _____

Kevin Harmoning

CITY CLERK: _____

Kathy Schmitz

AMMENDMENT TO LOCAL ORDINANCE

The City Of Red Lake Falls does Ordain the following additions to Ordinance # 803.01 by adding the following subdivisions:

SECTION 803.01 USE OF WEAPONS

Subd. 4 A: Exceptions: Individuals approved to participate in a special archery hunt approved by the MN DNR in section 803.01 Sub 6A may use deer stands and similar devices that comply with local restrictions.

Subd. 6 A: Exceptions: White Tail Deer may be taken by lawful means of archery within the city limits of Red Lake Falls during special archery hunts as approved by the MN DNR. All MN DNR rules and regulations will apply to any special hunt. The City of Red Lake Falls may restrict the duration and location of said hunting activities. The City Of Red Lake Falls may also place local restrictions on said permits and develop a lottery system for the issuance of said permits.

Subd. 6 B: The Red Lake County Sheriff’s Office will be responsible for the issuance of any special permits and the monitoring any special hunts approved by the MN DNR.

Date: _____

Mayor: _____

Kevin Harmoning

CITY CLERK: _____

Kathy Schmitz

CHAPTER 132: DANGEROUS WEAPONS

Section

- 132.01 Definitions
- 132.02 Possession prohibited
- 132.03 Transportation of an assault weapon or firearm
- 132.04 Discharging firearms
- 132.05 Confiscation
- 132.06 Use of bow and arrow

§ 132.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ASSAULT WEAPON. Any of the following objects:

- (1) Dagger, dirk or stiletto;
- (2) Sabre or sword;
- (3) Switchblade knife, spring blade knife or any knife the blade of which can be opened by gravity or a flick of the wrist;
- (4) Blackjack, sand club, sap, pipe club, or bludgeon;
- (5) Chain club or chains assembled or used as an assault weapon;
- (6) Artificial knuckles or other objects designed to be worn over the fist or knuckles;
- (7) Throwing devices with cutting or pointed edges;
- (8) Japanese or other night sticks, nutcracker, nanchaki, chaka, flail, karate stick, morning star;
- (9) Sling shots;
- (10) Spears, lances.

FIREARM. Any weapon from which is propelled any missile, projectile, or bullet by means of explosives, gas or compressed air, springs, or elastic material and shall include air and BB guns. This definition does not include handguns or pistols as defined and regulated by statute.

PUBLIC PLACE. Any area, building or structure which is open and accessible to the public. (1981 Code, § 9.20, Subd. 1) (Ord. 34, 3rd Series, eff. 12-16-1983)

§ 132.02 POSSESSION PROHIBITED.

It is unlawful for any person to have in his or her possession, custody or control in a public place, in the residence of another without their permission, or in the passenger compartment of a motor vehicle within the city any assault weapon or firearm, as hereinbefore defined.

(1981 Code, § 9.20, Subd. 2) (Ord. 34, 3rd Series, eff. 12-16-1983) Penalty, see § 130.99

§ 132.03 TRANSPORTATION OF AN ASSAULT WEAPON OR FIREARM.

An assault weapon or firearm may be transported in a motor vehicle if it is:

(A) In a secured container; and

(B) In the locked trunk of the vehicle or, if the vehicle does not have a trunk, in the farther rear portion of the vehicle in an area not normally occupied by the driver or passengers.

(C) A firearm may be transported pursuant to divisions (A) and (B) of this section, if it is unloaded. (1981 Code, § 9.20, Subd. 3) (Ord. 34, 3rd Series, eff. 12-16-1983)

§ 132.04 DISCHARGING FIREARMS.

(A) *Shooting upon, over or near a cemetery.* No person shall, without permission from the proper officials, discharge a firearm upon or over a cemetery or within 100 yards thereof, unless the person is upon his or her or her own land.

(B) *Hunting near a city park.* No person shall hunt, shoot, or kill game within ½ mile of a city park unless the City Council has granted permission to kill game not desired within the limits prohibited by this division.

(C) *Discharge of firearms prohibited in certain places.* No person shall discharge a firearm on a lawn, park, playground, orchard, or other ground appurtenant to a school, church, or an inhabited dwelling, the property of another, or a charitable institution. This section does not prevent or prohibit the owner thereof from discharging firearms upon his or her own land.

(D) *Discharging firearms on highways prohibited.* No person shall discharge a firearm upon or over a public road or highway.

(E) *Exceptions.* This section shall not prohibit the firing of a military salute or the firing of weapons by persons of the nation's armed forces acting under military authority, and shall not apply to law enforcement officials in the proper enforcement of the law, or to any person in the proper exercise of the right of self defense, or to any person otherwise lawfully permitted by proper federal, state or local authorities to discharge a firearm in a manner contrary to the provisions of this section.

(F) If any of the above provisions are found to be in conflict with M.S. § 624.717, as it may be amended from time to time, the provisions of that statute shall prevail.
Penalty, see § 130.99

§ 132.05 CONFISCATION.

Any assault weapon or firearm duly adjudged by any court of competent jurisdiction to have been worn, carried, possessed, used or handled in violation of any City Code provision or state statute may be confiscated and disposed of by the Chief of Police who may provide for its sale, destruction or other disposition.

(1981 Code, § 9.20, Subd. 5) (Ord. 34, 3rd Series, eff. 12-16-1983)

§ 132.06 USE OF BOW AND ARROW.

It is unlawful for any person to shoot a bow and arrow except in the Physical Education Program in a school supervised by a member of its faculty, or a community wide supervised class or event specifically authorized by the Chief of Police.

(1981 Code, § 9.20, Subd. 6) (Ord. 34, 3rd Series, eff. 12-16-1983) Penalty, see § 130.99

Request for Council Action

Date: February 27, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Tim Johnson, and Marc DeMers.

Cc: File

From: Reid Huttunen, City Administrator

RE: Set Legislative priorities ahead of Coalition of Greater MN Cities Legislative Action Day

Background:

The Coalition of Greater MN Cities is holding is Legislative Action day on March 20th. Mayor Gander, Council President Olstad, and myself are registered to attend and plan to schedule as many meetings as possible with legislatures on the most pressing issues affecting East Grand Forks.

We are seeking feedback and discussion from City Council members of the top 3-4 priorities we should focus our efforts on. Items included on our list for discussion include:

- Border City Tax Credit program
- Infrastructure Funding for Industrial Park
- Bonding Request for Recreation Facility Reinvestment
- Support for South End Red River Bridge crossing study
- Continued LGA funding
- Continued funding for Childcare
- School Resource Officer bill clarification

Budget Impact:**Recommendation:**

Seeking discussion and direction on any additional items to bring forward to Legislative Action Day, as well as identifying the Top 3 or 4 priorities to focus our efforts.

Enclosure:

None

Request for Council Action

Date: February 27, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Tim Johnson, and Marc DeMers.

Cc: File

From: Tim Riopelle, Council Member

RE: City Council and Mayor Pay Rates

Background:

Council Member Riopelle has requested this agenda item to discuss and consider whether the 2025 Budget should include an increase in the pay rates for City Council members and Mayor.

The current East Grand Forks Pay rates are annual salary of \$9,600 for the Mayor and \$6,000 for each Council member. These pay rates have not been increased since before at least 2008.

Attached to the City Council RCA includes a summary of the pay rates for a number of neighboring and similar sized communities in Minnesota.

Budget Impact:

2024 Budget includes \$9,600 for Mayor salary and \$42,000 for City Council salaries

Recommendation:

Seeking discussion and feedback at this time.

Enclosure:

Summary of MN Cities Mayor and City Council wages

Annual Salary

City	Mayor	City Council	Special Meeting Pay	Addtl Benefits	Last Pay Increase
East Grand Forks	\$ 9,600.00	\$ 6,000.00			Prior to 2008
EGF Water & Light Commission	NA	\$ 4,800.00			Pre 2016 - \$3600 per year
Albert Lea	\$ 12,000.00	\$ 8,000.00			
Barnesville	\$ 8,100.00	\$ 7,200.00	\$ 25.00	Life Insurance paid by City	
Crookston	\$ 7,600.00	\$ 6,000.00			
Detroit Lakes	\$ 10,800.00	\$ 7,200.00		Medical Insurance offered	
Fergus Falls	\$ 12,900.00	\$ 7,800.00		Vision, Dental, FSA	
Grand Rapids	\$ 10,560.00	\$ 7,920.00			
Hermantown	\$ 9,600.00	\$ 7,200.00	\$ 50.00		
Hibbing	\$ 10,771.02	\$ 7,180.68			
Little Falls	\$ 10,800.00	\$ 9,600.00		Life Insurance paid by city	
Moorhead	\$ 20,064.00	\$ 10,524.00	\$ 50.00	Medical, dental, vision, Life, FSA, Deferred Comp. Plans	
Roseau	\$ 4,800.00	\$ 2,400.00			1994
Thief River Falls	\$ 7,200.00	\$ 6,600.00	\$ 32.50		
Warren	\$ 6,000.00	\$ 4,000.00	Mayor- \$150; CC - \$75	No	