

**Minneapolis Park and Recreation Board**  
**Regular Meeting**

Mary Merrill Minneapolis  
Park and Recreation Board  
Headquarters - Board Room  
Minneapolis, MN 55411  
[www.minneapolisparcs.org](http://www.minneapolisparcs.org)

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~ Agenda ~

Wednesday, November 20, 2024 - 5:00 PM

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*Meeting Times are subject to change based on discussion from previous meetings.*

**President**

President Meg Forney

**Vice President**

Vice President Cathy Abene

**Commissioners**

Commissioner District 3 Becky Alper

Commissioner District 1 Billy Menz

Commissioner District 5 Steffanie Musich

Commissioner At Large Tom Olsen

Commissioner At Large Charles Rucker

Commissioner District 4 Elizabeth Shaffer

Commissioner District 2 Becka Thompson

**I. CALL TO ORDER**

**II. APPROVAL OF AGENDA**

II.1.

APPROVAL OF AGENDA

**III. APPROVAL OF MINUTES**

**IV. CLOSED SESSION**

NO ITEMS

**V. REPORTS OF APPOINTEES TO OUTSIDE BOARDS, COMMISSIONS OR COMMITTEES**

**VI. 5:30 p.m. OPEN TIME**

**VII. 5:45 p.m. Public Hearing**

SECOND PUBLIC HEARING FOR RENAMING XCEL FIELD PARK TO XCEL ENERGY PARK

**VIII. CONSENT BUSINESS**

VIII.1.

**Resolution 2024-255**

RESOLUTION ACCEPTING A MISSISSIPPI NATIONAL RIVER AND RECREATION AREA STATE AND LOCAL ASSISTANCE GRANT AWARD FROM THE NATIONAL PARK SERVICE IN THE AMOUNT OF UP TO \$640,000 FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS, AN UNDERPASS, AND TRAIL CONNECTING GRACO PARK, WITHIN ABOVE THE FALLS REGIONAL PARK, AND BOOM ISLAND PARK, WITHIN CENTRAL MISSISSIPPI RIVERFRONT REGIONAL PARK

VIII.2.

**Resolution 2024-256**

RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO EBERT CONSTRUCTION, INC. IN THE AMOUNT OF \$383,300.00 FOR THE LAKE HARRIET PARK IMPROVEMENTS - BANDSHELL, PICNIC SHELTER, PLANTER SEATING AND YACHT CLUB, BID EVENT MPLMN NO. 3276, PENDING APPROVAL BY THE CITY OF MINNEAPOLIS FINANCE AND PROPERTY SERVICES-PROCUREMENT DIVISION AND MINNEAPOLIS CIVIL RIGHTS DEPARTMENT, AND FURTHER AUTHORIZING ADMINISTRATIVE USE OF A 10% CONSTRUCTION CONTINGENCY UP TO \$38,330.00 FOR NECESSARY CONSTRUCTION CHANGE ORDERS THAT MAY ARISE WITH THE CONTRACT

VIII.3.

**Resolution 2024-257**

RESOLUTION APPROVING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT #COM0006535 WITH KIMLEY HORN TO PROVIDE CONSTRUCTION ADMINISTRATIVE SERVICES RELATED TO THE EAST BANK TRAIL UNDERPASS AND INTERSECTION IMPROVEMENT PROJECT, LOCATED WITHIN ABOVE THE FALLS REGIONAL PARK AND CENTRAL MISSISSIPPI RIVERFRONT REGIONAL PARK, FOR AN ADDITIONAL FEE NOT TO EXCEED \$297,000 AND A NEW CONTRACT TOTAL OF \$874,500

VIII.4.

**RESOLUTION 2024-258**

RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT ACCORDING TO TERMS OF THE AGREEMENT AS DISCUSSED IN A CLOSED SESSION ON DECEMBER 4, 2024, FOR INJURIES SUSTAINED BY AN EMPLOYEE WHILE WORKING FOR THE MINNEAPOLIS PARK AND RECREATION BOARD

VIII.5.

**Resolution 2024-136**

RESOLUTION ACCEPTING A DONATION OF MAINTENANCE EQUIPMENT FROM THE TORO COMPANY AS PART OF THE MINNEAPOLIS PARK AND RECREATION BOARD'S PARTICIPATION IN RESEARCH ADVANCING A NET ZERO EMISSIONS POSITION FOR THE MINNEAPOLIS PARK AND RECREATION BOARD

VIII.6.

**Resolution 2024-259**

RESOLUTION ACCEPTING THE BLACK VISIONS DONATION OF \$140,000 TO PROVIDE ASSISTANCE FOR PRIVATE PROPERTY TREE REMOVAL ASSESSMENTS FOR HOMESTEAD PROPERTY OWNERS THAT RESIDE WITHIN CENSUS TRACTS DEFINED AS DISADVANTAGED BY THE WHITE HOUSE COUNCIL ON ENVIRONMENTAL QUALITY CLIMATE AND ECONOMIC JUSTICE SCREENING TOOL (CEJST) IN THE CITY OF MINNEAPOLIS

VIII.7.

**Resolution 2024-260**

RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO VERSACON, INC. IN THE AMOUNT OF \$295,000 TO CONSTRUCT A NEW MAINTENANCE STORAGE BUILDING AT THE FRANCIS A. GROSS NATIONAL GOLF COURSE, BID EVENT #3285, PENDING APPROVAL BY CITY OF MINNEAPOLIS PROCUREMENT AND CIVIL RIGHTS DEPARTMENTS AND FURTHER AUTHORIZING ADMINISTRATIVE USE OF A 10% CONSTRUCTION CONTINGENCY UP TO \$29,500 FOR NECESSARY CONSTRUCTION CHANGE ORDERS THAT MAY ARISE WITH THE CONTRACT

**IX. REPORTS OF STANDING COMMITTEES**

**IX.A. Planning Committee**

- XI.A.1. **Resolution 2024-225**  
RESOLUTION APPROVING THE PREFERRED CONCEPT PLAN FOR HARRISON PARK PLAYGROUND AND PARK IMPROVEMENTS PROJECT
- XI.A.2. **Resolution 2024-224**  
RESOLUTION ADOPTING THE MINNEAPOLIS PARK AND RECREATION BOARD MIDTOWN GREENWAY REGIONAL TRAIL PLAN
- XI.A.3. **Resolution 2024-226**  
RESOLUTION APPROVING THE FINAL CONCEPT PLAN FOR THE EAST SIDE OF ELLIOT PARK
- XI.A.4. **Resolution 2024-220**  
RESOLUTION APPROVING AMENDMENT NO. 6 TO LICENSE AGREEMENT L-304 WITH STATE OF MINNESOTA, DEPARTMENT OF PUBLIC SAFETY, FOR OFFICE SPACE FOR MINNESOTA STATE PATROL AT MPRB HEADQUARTERS BUILDING, 2117 WEST RIVER ROAD
- XI.A.5. **Resolution 2024-231**  
RESOLUTION APPROVING THE PURCHASE OF LAND FROM THE CITY OF MINNEAPOLIS AT 3500 HUMBOLDT AVENUE NORTH, 3437 15TH AVENUE SOUTH, AND 2215 CHICAGO AVENUE FOR A TOTAL OF \$66,225.00 FOR THE PURPOSE OF PERPETUATING EXISTING COMMUNITY GARDEN SITES

**IX.B. Administration and Finance Committee**

NO ITEMS

**IX.C. Recreation Committee**

NO ITEMS

**IX.D. Operations and Environment Committee**

NO ITEMS

**IX.E. Legislative and Inter-Governmental Committee**

NO ITEMS

**IX.F. Standards and Conduct Committee**

NO ITEMS

**X. UNFINISHED BUSINESS**

**Resolutions:**

X.1. **Resolution 2024-261**  
RESOLUTION RECEIVING AND FILING THE FINANCIAL STATUS REPORT OF THE MINNEAPOLIS PARK AND RECREATION BOARD AS OF THE THIRD QUARTER, 2024 AND FILE SAID REPORT AS A PERMANENT RECORD WITH THE SECRETARY OF THE BOARD

X.2. **Resolution 2024-262**  
RESOLUTION APPROVING AN AMENDED JOINT POWERS AGREEMENT, INCLUDING CHANGING THE NAME TO A COOPERATIVE AGREEMENT, BETWEEN THE MINNEAPOLIS PARK AND RECREATION BOARD, THE CITY OF MINNEAPOLIS, AND THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY FOR THE MIDTOWN GREENWAY, PENDING DESIGNATION AS A METROPOLITAN PARKS REGIONAL TRAIL

**Discussion Item:**

X.3. **D 2024**  
PRESENTATION OF NEW MODEL FOR CITYWIDE NEEDS BASED FREE AND REDUCED COST  
YOUTH PROGRAMMING STRATEGY

X.4. **D 2024**  
DISCUSSION OF DIAMOND SPORTS FACILIITIES STUDY AND IMPROVEMENT OF FIELDS FOR  
HIGH SCHOOL GIRLS SOFTBALL

**XI. NEW BUSINESS**

**XII. REPORTS OF OFFICERS**

**XIII. PETITIONS AND COMMUNICATIONS**

XIII.1. **PC 2024**  
MINNEAPOLIS PARK & RECREATION BOARD ACTIVE PROFESSIONAL SERVICE AGREEMENT  
11-21-2024

XIII.2. **PC 2024**  
DEPARTMENT BUDGET ACTIONS 3RD QUARTER UPDATE

XIII.3. **PC 2024**  
PARK POLICE BODY WORN CAMERA BIENNIAL AUDIT REPORT

**XIV. ADJOURNMENT**



TO: Minneapolis Park and Recreation Board

FROM: Jennifer Ringold, Deputy Superintendent

DATE: December 4, 2024

SUBJECT: SECOND PUBLIC HEARING FOR RENAMING XCEL FIELD PARK TO XCEL ENERGY PARK

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## **BACKGROUND**

The second public hearing for the consideration of renaming “Xcel Field Park” to “Xcel Energy Park” will be held on December 4, 2024 at 5:45 p.m. in the Board Room at the Mary Merrill Minneapolis Park and Recreation Board Headquarters building located at 2117 West River Road, Minneapolis, Minnesota. Individuals can sign up to speak at the meeting in person before 5:45 p.m. on the day of the hearing. Comments to be included in the public record may also be sent to [OpenTime@minneapolisparcs.org](mailto:OpenTime@minneapolisparcs.org) by 3:00 pm on December 4.

This is the second of two public hearings for the naming nomination per the MPRB’s Naming Policy.

## **RECOMMENDATION**

Public hearing is presented as part of the MPRB’s naming policy. No approvals requested as this hearing.

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This discussion items supports the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036.

**Goal:**

04. Work from our strengths and determine our role in partnerships

**Strategy:**

**Attachments:**

*Jbr 12.4.2024*



## Resolution 2024-255

### **RESOLUTION ACCEPTING A MISSISSIPPI NATIONAL RIVER AND RECREATION AREA STATE AND LOCAL ASSISTANCE GRANT AWARD FROM THE NATIONAL PARK SERVICE IN THE AMOUNT OF UP TO \$640,000 FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS, AN UNDERPASS, AND TRAIL CONNECTING GRACO PARK, WITHIN ABOVE THE FALLS REGIONAL PARK, AND BOOM ISLAND PARK, WITHIN CENTRAL MISSISSIPPI RIVERFRONT REGIONAL PARK**

Whereas, The Minneapolis Park and Recreation Board (MPRB) was created by the Minnesota Legislature in April 1883 and has the authority to manage and operate park facilities;

Whereas, MPRB owns and operates Graco Park within Above the Falls Regional Park, which is currently undergoing a design and construction process;

Whereas, During the community engagement period, intersection improvements and a safe passage under the Plymouth Avenue bridge were named as priorities for the park improvements connecting Above the Falls Regional Park and Central Mississippi Riverfront Regional Park;

Whereas, MPRB was awarded a grant for the underpass and intersection improvements from Metropolitan Council and the Transportation Advisory Board (TAB), which act as the Metropolitan Planning Organization (MPO) for the seven county Twin Cities region, for federal transportation funds in the amount of \$2,560,000 dollars with a required 20% local match for a total project cost of \$3,200,000;

Whereas, MPRB has been awarded a Mississippi National River and Recreation Area State and Local Assistance Grant from the National Park Service in the amount of up to \$640,000 for intersection improvements at Plymouth Avenue and Sibley Street, an underpass under Plymouth Avenue bridge, and trail connections, in the amount of \$640,000 dollars to help meet the required 20% local match for a total project cost of \$3,200,000; and

Whereas, This resolution is supported in Parks for All, the MPRB Comprehensive Plan 2021-2036, under Goal 5: "Expand focus on health equity;"

RESOLVED, That the Board of Commissioners accepts a Mississippi National River and Recreation Area State and Local Assistance Grant award from the National Park Service in the amount of up to \$640,000 for construction of intersection improvements, an underpass, and trail connecting Graco Park, within Above the Falls Regional Park, and Boom Island Park, within Central Mississippi Riverfront Regional Park;

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 4 December 2024

SUBJECT: RESOLUTION ACCEPTING A MISSISSIPPI NATIONAL RIVER AND RECREATION AREA STATE AND LOCAL ASSISTANCE GRANT AWARD FROM THE NATIONAL PARK SERVICE IN THE AMOUNT OF UP TO \$640,000 FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS, AN UNDERPASS, AND TRAIL CONNECTING GRACO PARK, WITHIN ABOVE THE FALLS REGIONAL PARK AND BOOM ISLAND PARK, WITHIN CENTRAL MISSISSIPPI RIVERFRONT REGIONAL PARK

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## **BACKGROUND**

This resolution will accept a Mississippi National River and Recreation Area (MNRRA) State and Local Assistance grant award from the National Park Service in the amount of up to \$640,000 for construction of intersection improvements, an underpass, and trail connecting Graco Park, within Above the Falls Regional Park, and Boom Island Park, within Central Mississippi Riverfront Regional Park.

The East Bank Trail corridor extends 4.6 miles along the Mississippi River from the Stone Arch Bridge in downtown Minneapolis to St. Anthony Parkway in northeast Minneapolis. The southern two miles of the trail corridor are currently in place while the northern 1.6 miles are planned to be constructed in conjunction with ongoing riverfront land acquisition activities by the Minneapolis Park and Recreation Board (MPRB). The proposed project is located where the existing trail crosses Plymouth Avenue, which represents the only at-grade roadway crossing of the trail corridor. MPRB is currently completing plans for the development of Graco Park north of Plymouth Avenue which will function as a 9-acre companion to the established Boom Island Park part of the Central Mississippi Regional Park located south of Plymouth Avenue. Pedestrian and bicycle traffic between the two regional parks as well as bike and pedestrian traffic utilizing the East Bank Regional Trail for longer trips is expected to increase from 200 per day to approximately 2,000 per day at Plymouth Avenue. All pedestrians and cyclists will be required to cross Plymouth Avenue at Sibley Street at-grade without the proposed improvements.

The project shifts the alignment for the East Bank Trail away from Sibley Street and towards the Mississippi River and includes a trail underpass of Plymouth Avenue, a new wider trail bridge over the Boom Island Marina outlet and a dedicated trail facility through the Boom Island marina plaza area. These changes are supported by the Central Mississippi River Regional Park Master Plan and the Above the Falls Master Plan. The project also includes safety improvements at the intersection of Plymouth Avenue and Sibley Street to enhance the visibility of pedestrians and



calm traffic speeds through this intersection. The proposed underpass and intersection improvements will provide users a facility for the Tier 1 Regional Bicycle Transportation Network (RBTN), a safe means of crossing Plymouth Avenue and accessing the regional parks as well as the East Bank Regional Trail whether they choose to cross at-grade (Sibley Street) or utilizing the proposed grade separation improvements.

**FUNDING / COST SUMMARY**

<b>Sources</b>	<b>\$5,076,565.14</b>
St. Anthony West PDF - 2022 Budget	\$525,000.00
Regional Solicitation grant	\$2,560,000.00
2024 National Park Service - Alt. Transportation System Plan	\$640,000.00
Sheridan Neighborhood PDF	\$144,064.00
Graco Park 2020 Parks and Trail Transfer	\$250,000.00
Minneapolis Public Works for bridge approaches	\$235,955.00
Graco Park Construction Balance Transfer	\$164,755.19
Central Mississippi Riverfront Regional Park 2025 Parks and Trails	\$556,790.95
<b>Uses</b>	<b>\$4,779,565.14</b>
Special Consultants/Soft Costs	\$65,125.00
Kimley Horn-Professional Services Agreement	\$577,500.00
City of Minneapolis - Coordinated Construction Improvements	\$55,740.00
Low Voltage/Security Upgrades	\$6,442.31
Construction Contract - Kraemer NA	\$3,790,472.40
7.5% Construction Contingency	\$284,285.43
<b>Remainder</b>	<b>\$297,000.00</b>

Within the project scope certain sections of trail are existing and are being realigned, so those segments of trail will not result in additional maintenance. Some segments of trail as well as the shared use pedestrian bridge are new amenities and therefore will result in the need for additional maintenance funds being spent. Planning staff has been coordinating with the Finance Department to budget and maintain these new amenities within the 2025 service level budgets.



## PREVIOUS BOARD ACTIONS

April 20, 2022

Resolution 2022-60: Resolution Approving the Graco Park Design Concept within Above the Falls Regional Park

## RECOMMENDATION

Staff would recommend that the Board of Commissioners accept a Mississippi National River and Recreation Area State and Local Assistance Grant award from the National Park Service in the amount of up to \$640,000 for construction of intersection improvements, an underpass, and trail connecting Graco Park, within Above the Falls Regional Park and Boom Island Park, within Central Mississippi Riverfront Regional Park.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036:

**Goal:**

05. Expand focus on health equity

**Strategy:**

03. Support year-round, multimodal, vehicular, non-motorized, and shared mobility options that create safe recreation and commuter access to and through parks and the Grand Rounds through infrastructure, filling trail gaps, traffic calming, maintenance, promotion, crash reduction, and education on trail protocols.

The project is also included as a planned off-street bicycle facility in the Minneapolis 2040 Comprehensive Plan, and as part of the Graco Park and East Bank Trail project in the Above the Falls Master Plan. It is also included in the ongoing Graco Park master plan, as supported by community engagement. The Boom Island Park improvements are included in the Central Mississippi Riverfront Master Plan.

**Attachments:**

1. Attachment A - Grant Award Notice from National Park Service

*Cka 11/22*

*ARA 11/22 11:00 am*

*MJS: 11/25/2024 11:35 am*

*Jbr 12.4.2024*



**Minneapolis**  
Park & Recreation Board



## Resolution 2024-256

**RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO EBERT CONSTRUCTION, INC. IN THE AMOUNT OF \$383,300.00 FOR THE LAKE HARRIET PARK IMPROVEMENTS - BANDSHELL, PICNIC SHELTER, PLANTER SEATING AND YACHT CLUB, BID EVENT MPLMN NO. 3276, PENDING APPROVAL BY THE CITY OF MINNEAPOLIS FINANCE AND PROPERTY SERVICES-PROCUREMENT DIVISION AND MINNEAPOLIS CIVIL RIGHTS DEPARTMENT, AND FURTHER AUTHORIZING ADMINISTRATIVE USE OF A 10% CONSTRUCTION CONTINGENCY UP TO \$38,330.00 FOR NECESSARY CONSTRUCTION CHANGE ORDERS THAT MAY ARISE WITH THE CONTRACT**

Whereas, The Minneapolis Park and Recreation Board (MPRB) is the steward of the Minneapolis park system;

Whereas, The MPRB is authorized to contract with public and private entities in the performance of its functions;

Whereas, The MPRB owns and operates the Lake Harriet Bandshell and a nearby Picnic Shelter and Yacht Club;

Whereas, The Lake Harriet Bandshell, Picnic Shelter, and Yacht Club, located within the Minneapolis Chain of Lakes Regional Park, are iconic assets of the Minneapolis park system;

Whereas, The Lake Harriet Bandshell, Picnic Shelter, and Yacht Club were constructed in 1985, 1990 and 2006, respectively, to provide space for outdoor performances, public gatherings, public amenities, food vending and programming;

Whereas, In Fall 2024 Bentz Thompson Rietow Architects conducted assessments of the Picnic Shelter and Yacht Club buildings, which revealed a need for replacement of the roof shingles and other improvements;

Whereas, Design and construction documents demonstrating remedial actions based on the assessments were prepared by Bentz Thompson Rietow Architects;

Whereas, The MPRB publicly solicited and received two (2) bids on October 31, 2024, per Bid Event MPLMN #3276, for the additional Lake Harriet Park Improvements;

Whereas, Bids have been reviewed and tabulated with the apparent low bid submitted by Ebert Construction, Inc. with a base bid of \$383,300.00;



Whereas, The bid offered by Ebert Construction, Inc. is currently under review by the City of Minneapolis Finance and Property Services – Procurement Division and the Minneapolis Civil Rights Department for approval;

Whereas, The MPRB is has compiled multiple funding sources to pay for the renovation work; and

Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036, which envisions in Goal 3 to “Provide Core Services with Care;”

RESOLVED, That the Board of Commissioners awards a construction contract to Ebert Construction, Inc. in the amount of \$383,300.00 for the Lake Harriet Park Improvements- Bandshell, Picnic Shelter, Planter Seating and Yacht Club, Bid Event MPLMN No. 3276, pending approval by the City of Minneapolis Finance and Property Services- Procurement Division and Minneapolis Civil Rights Department, and further authorizes administrative use of 10% construction contingency up to \$38,330.00 for necessary construction change orders that may arise with the contract; and

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 4 December 2024

SUBJECT: RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO EBERT CONSTRUCTION, INC. IN THE AMOUNT OF \$383,300.00 FOR THE LAKE HARRIET PARK IMPROVEMENTS - BANDSHELL, PICNIC SHELTER, PLANTER SEATING AND YACHT CLUB, BID EVENT MPLMN NO. 3276, PENDING APPROVAL BY THE CITY OF MINNEAPOLIS FINANCE AND PROPERTY SERVICES-PROCUREMENT DIVISION AND MINNEAPOLIS CIVIL RIGHTS DEPARTMENT, AND FURTHER AUTHORIZING ADMINISTRATIVE USE OF A 10% CONSTRUCTION CONTINGENCY UP TO \$38,330.00 FOR NECESSARY CONSTRUCTION CHANGE ORDERS THAT MAY ARISE WITH THE CONTRACT

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## **BACKGROUND**

This resolution considers the award of a construction contract to Ebert Construction, Inc. in the amount of \$383,300.00 for the additional improvements at Lake Harriet Park project, Bid Event MPLMN No. 3276, pending review by the City of Minneapolis Finance and Property Services - Procurement Division and Civil Rights Department. The resolution also considers authorizing administrative use of a 10% construction contingency up to \$38,330.00 for necessary construction change orders that may arise with the contract.

Following repairs to the Bandshell at Lake Harriet, staff engaged Bentz Thompson Rietow Architects to conduct further assessments of the Bandshell, Picnic Shelter, planter seating, and Yacht Club, all situated near the initial work performed at the Bandshell. Based on the assessments, the architect was directed to prepared documents demonstrating necessary remedial actions and suitable for bidding.

On September 27, 2024, the Minneapolis Park and Recreation Board publicly solicited bids to renovate the additional buildings and received two bids for the Lake Harriet Park Improvements - Bandshell, Picnic Shelter, Planter Seating and Yacht Club facilities. The apparent low bid was submitted by Ebert Construction, Inc. (*Attachment A*). The bid offered by Ebert Construction, Inc. is currently being reviewed by the City of Minneapolis Finance and Property Services - Procurement Division and Minneapolis Civil Rights Department to determine that all requirements for award of a contract are met. Pending the Board's approval of the contract, approval by the Procurement Division and Civil Rights Department, and Ebert Construction, Inc. submitting all the required paperwork, construction would begin in Winter 2025.



The work included in the project includes:

- Demolition and replacement of the roof shingles, portions of soffits and wood trim at the Picnic Shelter and Yacht Club buildings;
- Replacement of the Picnic Shelter wall construction with low wall and built-in seating;
- Construction of or repairs to built-in seating at the existing planters;
- Replacement of the wood doors with hollow metals doors and frames at the Bandshell;
- NOTE--- The phase of construction covered in the Ebert Construction, Inc. contract does not include repairs and renovation of the small kiosk, and historic women’s and men’s restroom buildings. The smalls kiosk repair will be coordinated with MPRB staff including the repairs and painting of the side walls of the Picnic Shelter and Yacht Club buildings. Work on the historic women’s and men’s restroom buildings will be reviewed, designed and bid out at a later time.

The project consultant team (*see Attachment B*) along with MPRB staff recommend that a construction contract for the rest of the Lake Harriet Park Improvements – Bandshell, Picnic Shelter, Planter Seating and Yacht Club be awarded to Ebert Construction, Inc., pending approval from the City of Minneapolis Finance and Property Services - Procurement Division and Minneapolis Civil Rights Department, should all requirements for award of a contract are met.

Funding to support the Lake Harriet Park Improvements – Bandshell, Picnic Shelter, Planter Seating and Yacht Club project has been allocated from the sources approved by the Board of Commissioners on November 30, 2022 through Resolution 2022-331. On September 20, 2023 and through Resolution 2023-173, the Board of Commissioners amended the 2023 Capital Improvement Program to allocate additional funds received from the State of Minnesota as a result of the 2023 Legislative Session to the Lake Harriet Bandshell area within the Minneapolis Chain of Lakes Regional Park:

**FUNDING AND COSTS**

Sources	Amount	\$3,453,764
2020, 2021 and 2022 Excess O&M Lottery Proceeds	\$893,270	
Reallocation of Reg. Park O&M Lottery Proceeds, Trash & Recycling - 2014	\$209,044	
WCRA Surplus Distribution	\$1,261,450	
North Mississippi Master Plan (2022 CIP funds)	\$300,000	
2023 Enterprise, Capital Improvement Funds	\$300,000	
2023 Excess O & M Lottery Proceeds	\$490,000	



Uses		\$3,412,106
PSA – Bentz/Thompson/Rietow, Inc	\$360,000	
MPRB Staff Time	\$40,000	
Other Testing and Engineering	\$25,000	
Landscaping and Planting by MPRB Staff	\$6,546	
PH. 1 Construction Contract Ebert Construction, Inc.	\$2,558,930	
PH. 2 Construction Contract Ebert Construction, Inc.	\$383,300	Pending Board Approval
10% Construction Contingency	\$38,330	Pending Board Approval
<b>Project Balance</b>		<b>\$41,658</b>

#### PREVIOUS BOARD ACTIONS

- April 3, 2024                      Resolution 2024-73: Resolution approving Change Order No. 4 with Ebert Construction, Inc., contract No. COM0006302, for the Lake Harriet Bandshell and Refectory Renovation Project, in the amount of \$10,656.00 for a new contract total of \$2,559,029.93
- January 17, 2024                      Resolution 2024-2: Resolution approving Amendment No. 1 to Professional Services Agreement #COM0005920 with Bentz/Thompson/Rietow, Inc. related to additional services for the Lake Harriet Bandshell, Refectory Roof Replacement and Improvements within the Minneapolis Chain of Lakes Regional Park in the amount of \$66,806.00 for a new contract total of \$360,806.00
- September 20, 2023                      Resolution 2023-173: Resolution amending the 2023 Capital Improvement Program to allocate a portion of the additional funds received from the State of Minnesota as a result of the 2023 Legislative Session, as follows: \$490,000 in Lottery in Lieu O & M to the Lake Harriet Bandshell area within Minneapolis Chain of Lakes Regional Park; \$400,000 in General Fund O & M to Plank Road Rehabilitation within Central Mississippi Riverfront Regional Park; \$138,000 in General Fund O & M to rehabilitation of Picnic Structures at Boom Island Park within Central Mississippi Riverfront Regional Park; and \$1,000,000 in General Fund O & M to Rehabilitation of Walls and Stairways within Minnehaha Regional Park



November 30, 2022 Resolution 2022-133: Ebert Construction, Inc. In the amount of \$2,387,000.00 for the Lake Harriet Bandshell and concessions Pavilion renovation, Bid Event MPLMN #2206, pending review by the City of Minneapolis Finance and Property Services - Procurement Division and Minneapolis Civil Rights Department, authorizing administrative use of 7% construction contingency up to \$167,090.00 for necessary construction change orders that may arise with the contract, and allocating \$893,270.00 from the 2020, 2021 and 2022 excess operations and maintenance lottery proceeds, \$209,044.00 reallocation of 2014 Regional Park operations and maintenance funds, allocating \$1,261,450.00 of workers' compensation reinsurance association surplus distribution; further allocating \$300,000 of Enterprise Capital Improvement Plan and amending the 2022 Capital Improvement Program to reallocate \$300,000.00 from the North Mississippi Regional Park Master Plan and Programmatic Plan for this project

July 20, 2022 Resolution 2022-228: Resolution Authorizing a Professional Services Agreement with Bentz/Thompson/Rietow, Inc. to provide architectural services for the Lake Harriet Bandshell and Concessions Pavilion in the Chain of Lakes Regional Park for a fee not to exceed \$294,000.00 and Allocating Excess Operations and Maintenance Lottery In Lieu of proceeds in the amount of \$308,600.00

## RECOMMENDATION

Staff recommends that the Board of Commissioners award a construction contract to Ebert Construction, Inc., In the amount of \$383,300.00 for the Lake Harriet Park Improvements – Bandshell, Picnic Shelter, Planter Seating and Yacht Club, Bid Event MPLMN No. 3276, pending approval by City of Minneapolis Finance and Property Services - Procurement Division and Minneapolis Civil Rights Department, and further authorize administrative use of 10% construction contingency up to \$38,330.00 for necessary construction change orders that may arise with the contract.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036:

**Goal:**

03. Provide core services with care

**Strategy:**

3.2: Care for existing historic and cultural resources, public art and memorial collection through planning, staffing, inventory, management and conservation.



03. Provide core services with care 3.17: Build and renovate recreation centers with versatility of use as the core principle, large room sizes, ample storage, technology enhancements, sustainable building methods, and comfort in summer heat.

**Attachments:**

1. Attachment A-Bid Tabulation – BID EVENT 3276
2. Attachment B-Bid Award Letter

Cka 11/22/24 - 3:27 pm

MJS 11/25/2024 5:12 PM

*Jbr 12.4.2024*

**Bid Tabulation**  
**Improvements for Lake Harriet Bandshell**  
**Event 3276**  
**Bid Close Date: 10/31/2024 AT 2PM CST**  
**Buyer Name: Paul Kranz**

<b>Bidder Name</b>	<b>Description</b>	<b>UOM</b>	<b>Quantity</b>	<b>Total Cost</b>
Ebert, Inc.	Improvements for Lake Harriet Park Bandshell	LMP	1.0000	\$383,300.00
Construction Results Corporation	Improvements for Lake Harriet Park Bandshell	LMP	1.0000	\$796,962.00



BENTZ  
THOMPSON  
RIETOW

11/08/2024

Clifton Swenson  
Director, Design and Project Management  
Minneapolis Park and Recreation Board, Planning Services  
2117 West River Road N, Minneapolis, MN 55411  
Minneapolis, MN 55411

Re: Lake Harriet Bandshell & Refectory Renovations

Dear Mr. Swenson,

On October 18, 2022, two bids were received for the Lake Harriet Bandshell and Refectory Renovations. Ebert Construction submitted the lowest bid of \$383,300. The bidding documents did not include any alternates to be considered. We contacted Jacob Erickson, representative of Ebert, who reported they are confident in their submitted bid. Given Ebert's recent direct experience with refurbishing the Bandshell and Refectory, we have every reason to believe that their bid is as well informed as it can be. Therefore, we recommend the project be awarded to Ebert Construction.

Sincerely,

Jonathan Strand AIA, LEED AP BD+C

cc:

Francisca Pass  
Ann Voda  
File



## Resolution 2024-257

**RESOLUTION APPROVING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT #COM0006535 WITH KIMLEY HORN TO PROVIDE CONSTRUCTION ADMINISTRATIVE SERVICES RELATED TO THE EAST BANK TRAIL UNDERPASS AND INTERSECTION IMPROVEMENT PROJECT, LOCATED WITHIN ABOVE THE FALLS REGIONAL PARK AND CENTRAL MISSISSIPPI RIVERFRONT REGIONAL PARK, FOR AN ADDITIONAL FEE NOT TO EXCEED \$297,000 AND A NEW CONTRACT TOTAL OF \$874,500**

Whereas, The Minneapolis Park and Recreation Board (MPRB) is the steward of Minneapolis parks and lakes;

Whereas, The MPRB is authorized to contract with public and private entities in the performance of its functions;

Whereas, The East Bank Trail Underpass and Intersection Improvements project, located between Boom Island Park, part of Central Mississippi Riverfront Regional Park, and Graco Park, part of Above the Falls Regional Park, envisions a trail along the East Bank under Plymouth Avenue;

Whereas, In early 2022, MPRB requested qualifications from firms to provide design and engineering services for the intersection improvements and to provide support with the Metropolitan Council Regional Solicitation grant proposal to fund construction of an underpass, new pedestrian bridge, intersection improvements, and trail connections;

Whereas, The MPRB entered into Professional Services Agreement #COM0005053 with Kimley Horn on March 9, 2022 for \$52,500.00, to aid the MPRB in the application process for Regional Solicitation grant funding related to the East Bank Trail Improvements project;

Whereas, MPRB's Regional Solicitation grant request was successful and MPRB was awarded the Regional Solicitation grant for \$2,560,000;

Whereas, Following award of the Regional Solicitation grant the MPRB entered into a new PSA with Kimley Horn, #COM0006535, in the amount of \$517,500 to provide design and engineering services for the federally funded underpass, intersection improvements, and trail connections design related to the East Bank Trail Improvements;

Whereas, Amendment No. 1 with Kimley Horn was previously approved, increasing their PSA in the amount of \$60,000, for a new contract amount of \$577,500, to account for design efforts specific to coordinating with Minneapolis Public Works on Plymouth Avenue Bridge upgrades as it relates to the East Bank Trail underpass, as well as aiding the MPRB with the public bidding process;



Whereas, The MPRB publicly solicited and received three (3) bids on September 10, 2024 per Bid Event MPLMN No. 3245, for East Bank Trail Improvements;

Whereas, MPRB staff and consultants reviewed the low base bid offered by Kraemer North America, LLC. and found it to be complete and correct and supported award of a construction contract;

Whereas, It is now necessary to amend Professional Services Agreement #COM0006535 with Kimley Horn a second time in the amount of \$297,000, for a new contract total of \$874,500, to include construction administrative services (*Attachment A*);

Whereas, MPRB staff have reviewed the request for additional compensation and finds it to be necessary and appropriate; and

Whereas, This resolution is supported in Parks for All, the MPRB Comprehensive Plan 2021-2036, under Goal 3: "Provide core services with care" and Goal 4: "Work from our strengths and determine our role in partnerships;"

RESOLVED, That the Board of Commissioners approves Amendment No. 2 to Professional Services Agreement #COM0006535 with Kimley Horn to provide construction administrative services related to the East Bank Trail Underpass and Intersection Improvement Project, located within Above the Falls Regional Park and Central Mississippi Riverfront Regional Park, for an additional fee not to exceed \$297,000, and a new contract total of \$874,500; and

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 4 December 2024

SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT #COM0006535 WITH KIMLEY HORN TO PROVIDE CONSTRUCTION ADMINISTRATIVE SERVICES RELATED TO THE EAST BANK TRAIL UNDERPASS AND INTERSECTION IMPROVEMENT PROJECT, LOCATED WITHIN ABOVE THE FALLS REGIONAL PARK AND CENTRAL MISSISSIPPI RIVERFRONT REGIONAL PARK, FOR AN ADDITIONAL FEE NOT TO EXCEED \$297,000 AND A NEW CONTRACT TOTAL OF \$874,500

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## **BACKGROUND**

This resolution considers the approval of Amendment No. 2 to the Professional Services Agreement, #COM0006535, with Kimley Horn, in the amount of \$297,000, to provide construction administrative services related to the East Bank Trail Underpass and Intersection Improvement project. The new total for the Professional Services Agreement (PSA) with Kimley Horn would be \$874,500.

In early 2022, the Minneapolis Park and Recreation Board (MPRB) requested and received qualifications from three firms to provide support with the Metropolitan Council Regional Solicitation grant proposal to fund construction of the underpass, intersection improvements, and trail connections. Kimley Horn was awarded this work, and a PSA was developed for the first stage of the necessary scope. The continuation of their work was contingent on the MPRB receiving the Regional Solicitation funding. MPRB was awarded the funding, secured a source for the local match, and a new PSA with Kimley Horn was developed to provide design and engineering services for the underpass, intersection improvements and trail connections. Now, upon award of a successful bid, it is necessary to amend the PSA with Kimley Horn a second time to include construction services for the underpass, intersection improvements, and trail connections.

This project shifts the alignment for the East Bank Trail away from Sibley Street and towards the Mississippi River and includes a trail underpass of Plymouth Avenue, a new wider trail bridge over the Boom Island Marina outlet and a dedicated trail facility through the Boom Island marina plaza area. These changes are supported by the Central Mississippi River Regional Park Master Plan and the Above the Falls Master Plan and were approved by the Board of Commissioners in Spring 2022 with the Graco Park final concept approval. The project also includes safety improvements at the intersection of Plymouth Avenue and Sibley Street to enhance the visibility of pedestrians



and calm traffic speeds through this intersection. The proposed underpass and intersection improvements will provide users of the Tier 1 Regional Bicycle Transportation Network (RBTN) facility, safe means of crossing Plymouth Avenue and accessing the regional parks as well as the East Bank Regional Trail whether they choose to cross at-grade (Sibley Street) or utilize the proposed grade separation improvements.

**FUNDING / COST SUMMARY**

<b>Sources</b>	<b>\$5,076,565.14</b>
St. Anthony West PDF - 2022 Budget	\$ 525,000.00
Regional Solicitation Grant	\$ 2,560,000.00
2024 National Park Service - Alt. Transportation System Plan	\$ 640,000.00
Sheridan Neighborhood PDF	\$ 144,064.00
Graco Park 2020 Parks and Trails transfer	\$ 250,000.00
Minneapolis Public Works - Bridge Approaches	\$ 235,955.00
Graco Park Construction Balance Transfer	\$ 164,755.19
Central Mississippi Riverfront Regional Park 2025 Parks and Trails	\$ 556,790.95
<b>Uses</b>	<b>\$5,076,565.14</b>
Special Consultants/Soft Costs	\$ 65,125.00
Kimley Horn Professional Services Agreement	\$ 577,500.00
Kimley Horn PSA Amendment No. 2	\$ 297,000.00
City of Minneapolis - Coordinated Construction Improvements	\$ 55,740.00
Low Voltage/Security Upgrades	\$ 6,442.31
Construction Contract - Kraemer NA	\$ 3,790,472.40
7.5% Construction Contingency	\$ 284,285.43
<b>Remainder</b>	<b>\$ -</b>

*Within the project scope certain sections of trail are existing and are being realigned, so those segments of trail will not result in additional maintenance. Some segments of trail as well as the shared use pedestrian bridge are new amenities and therefore will result in the need for additional maintenance funds being spent. Planning staff has been coordinating with the Finance Department to budget and maintain these new amenities within the 2025 service level budgets.*

**PREVIOUS BOARD ACTIONS**

November 20, 2024      Resolution 2024-227: Resolution Awarding a Construction Contract to Kraemer North America, LLC for its Base Bid Amount of \$3,790,472,40



for the East Bank Trail Improvements Project, Located Within Above the Falls Regional Park and Central Mississippi Riverfront Regional Park, Bid Event MPLMN NO. 3245, Pending Approval by City of Minneapolis Finance and Property Services Procurement Division and Minneapolis Civil Rights Department and Authorizing Administrative Use of a 7.5% Construction Contingency up to \$284,285.43 for Necessary Construction Change Orders that may Arise with the Contract

- July 24, 2024      Resolution 2024-140: Resolution Approving Amendment No. 1 to Professional Services Agreement COM0006535 with Kimley-Horn to Provide Additional Scope Related to Plymouth Avenue Bridge Design Tasks and Public Bidding Assistance for the East Bank Trail Improvements Within Above the Falls Regional Park for an Additional Fee not to Exceed \$60,000 and a New Contract Total of \$577,500
- June 19, 2024      Resolution 2024-122: Resolution Approving Agreement for Operations and Maintenance of East Bank Trail Underpass Connection with the City of Minneapolis for East Bank Trail Underpass, Intersection Improvements, and Connections within Central Mississippi Riverfront Regional Park and Above the Falls Regional Park
- June 19, 2024      Resolution 2024-121: Resolution Approving Construction and Cost Sharing Cooperative Agreement with the City of Minneapolis for East Bank Trail Underpass, Intersection Improvements, and Connections within Central Mississippi Riverfront Regional Park and Above the Falls Regional Park
- July 19, 2023      Resolution 2023-136: Resolution Amending the 2023 Capital Improvement Program to Allocate \$144,064 from the Sheridan Neighborhood Portion and \$525,000 from the Saint Anthony West Portion of the Dibble-Hornstein Parkland Dedication Fund to Provide the Local Match Required for the Regional Solicitation Grant from Metropolitan Council for construction of Intersection Improvements, an Underpass, and Trail Connecting Graco Park within Above the Falls Regional Park and Boom Island Park within Central Mississippi Regional Park
- February 15, 2023      Resolution 2023-20: Resolution authorizing a Professional Services Agreement with Kimley-Horn Associates, Inc. to provide Professional Services for a Fee not to Exceed \$517,500 under the Regional Solicitation Grant awarded to Minneapolis Park and Recreation Board



for Graco Park within Above The Falls Regional Park and Boom Island Park within Central Mississippi Riverfront Regional Park

February 15, 2023      Resolution 2023-17: Resolution accepting a Regional Solicitation award from the Metropolitan Council in the Amount of up to \$2,560,000 for Construction of Intersection Improvements, an Underpass, and Trail connecting Graco Park, within Above The Falls Regional Park and Boom Island park, within Central Mississippi Riverfront Regional Park

April 20, 2022      Resolution 2022-60: Resolution Approving the Graco Park Design Concept within Above the Falls Regional Park

**RECOMMENDATION**

Staff recommends the Board of Commissioners approve Amendment No. 2 to the Professional Services Agreement #COM0006535 with Kimley Horn to provide construction administrative services related to the East Bank Trail Underpass and Intersection Improvement project located within Above the Falls Regional Park and Central Mississippi Riverfront Regional Park for an additional fee not to exceed \$297,000, and new contract total of \$874,500.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036:

- |  |   |
|--|---|
| <b>Goal:</b>   | <b>Strategy:</b>  |
| 03. Provide core services with care                                | 3.13: Prioritize excellence in daily maintenance of parks including best practices in waste management, winter maintenance, facilities maintenance, and landscaping services to meet the distinct needs of the regional and neighborhood parks. |
| 04. Work from our strengths and determine our role in partnerships | 4.8: Create system-wide connections to and through parks for pedestrians, cyclists, and transit riders based on master plans and in collaboration with agency partners.   |

**Attachments:**

Attachment A - Kimley Horn Additional Services Request No. 2- East Bank Trail Improvements

*CS 11/22 12:51*

*MJS: 11/25/2024 11:40 AM*



*Jbr 12.4.2024*



**Minneapolis**  
Park & Recreation Board

Ms. Carrie Christensen, Senior Planner  
Minneapolis Park & Recreation Board  
2117 West River Road  
Minneapolis, MN 55411-2227

**Re: East Bank Trail Improvements, Graco Park – Boom Island Park  
Contract Amendment #2 for Professional Services**

Dear Carrie,

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) requests your consideration of this proposed amendment for professional services related to the construction of the trail link between Boom Island Park and Graco Park. This proposal outlines the additional work tasks associated with progressing the project through construction. The scope of additional professional services is outlined below:

## SCOPE OF ADDITIONAL SERVICES

Kimley-Horn will provide additional professional services related to providing construction assistance as outlined below:

### Task 4.4 Plymouth Avenue Expansion Joint Replacement Plans

As a part of coordination with Minneapolis Public Works staff, the cost share agreement between MPRB and Public Works includes compensation for design and construction related soft costs associated with the Plymouth Avenue Bridge eastern expansion joint replacement. Amendment #1 included \$44,000 for these soft costs based on the estimated construction cost for this work. Applying 25% to the actual bid cost for the work results in a soft cost reimbursement from Minneapolis to the MPRB of \$46,700. This amendment includes the \$2,700 additional funds for design and construction services based on the actual bid cost.

### Task 10 Construction Services (new task)

Kimley-Horn will provide comprehensive construction assistance services for the MPRB necessary to ensure the proposed improvements are constructed in accordance with the plans, Federal Aid requirements and stakeholder agency conditions. Our proposed construction services are itemized as follows:

#### Task 10.1 Construction Administration Services

Kimley-Horn will provide construction administration services for the project. Kimley-Horn’s project manager Greg Brown will lead the Kimley-Horn construction phase services team ensuring continuity from design through construction. Construction administration will include the following services:

1. Organize and facilitate a preconstruction meeting and regular (weekly or biweekly) construction meetings. Preconstruction meeting anticipated to occur in late November, 2024, weekly construction meetings anticipated to begin in January, 2025 a total of 30 construction meetings is assumed.
2. Administration of Federal Aid Delegated Contracting Program (DCP) documentation as outlined in the State Aid Construction Manual. This includes documents to be completed prior to start of construction activities.
3. Confirmation that applicable construction permits are obtained by the Contractor prior to construction.
4. Review and approval of monthly contractor pay requests.
5. Administration of contract changes including contractor negotiations, preparation of change order and supplemental agreement documents, coordinate review and approval with MnDOT on pricing, and change order and supplemental agreement documents.
6. Track and respond to Contractor Requests for Information (RFIs).
7. Track and respond to Contractor submittals.
8. Track construction progress, identify potential schedule impacts and mitigation strategies.
9. Collect and review contractor payroll and EEO (Equal Employment Opportunity) documentation necessary for Federal Aid labor compliance.



### **Task 10.2 Structural Engineering Services**

The primary elements of this project include a new cast-in-place concrete pedestrian bridge and a new precast concrete pedestrian underpass. Kimley-Horn structural engineers that have prepared the plans will provide shop drawing review and design review of foundation and precast arch construction documents prepared by the precast arch fabricator. Kimley-Horn will coordinate MnDOT Bridge review and approval of bridge and underpass design submittals as appropriate. Structural engineers will also provide responses to Contractor RFIs and attend on-site meetings when appropriate to interpret plans or develop modifications to structural details.

### **Task 10.3 Utility and Stakeholder Coordination**

Kimley-Horn will work with Kraemer Inc. to ensure utility owners are notified of changes or relocations needed for their facilities. The primary stakeholder is the City of Minneapolis Public Works department which owns streetlighting, roadway signage, sanitary, storm sewer, watermain infrastructure as well the Plymouth Avenue bridge and pavements within the Plymouth Avenue ROW. Kimley-Horn has led coordination with various groups within public works during the design process and will continue that effort through construction. Kimley-Horn field personnel will coordinate with the Minneapolis Paving Department for materials testing necessary for the project. It is assumed that MPRB project staff will coordinate with others at the MPRB to communicate project status and potential impacts to programmed activities at Graco Park and Boom Island Park.

### **Task 10.4 Geotechnical Engineering Services**

Both the pedestrian bridge and underpass include pile foundations. It is anticipated that geotechnical engineering review and confirmation of pile foundations during construction will be needed to ensure the piling will perform as intended based on actual soil and bedrock conditions encountered during construction. Geotechnical Engineers from Barr Engineering will provide review of field conditions during foundation phases of construction.

### **Task 10.5 Construction Observation Services**

Kimley-Horn will provide construction observation services for the duration of the project to include the following components:

1. Provide part-time visual oversight of all construction activities. Construction observation is anticipated to range from approximately 2 hours per day for low intensity, low complexity activities (e.g. removals, restoration) to 4 hours per day for medium intensity activities to 10 hours per day for high intensity, high complexity activities (piling, concrete placement). Field inspection activities will be performed by individuals with appropriate MnDOT certifications as required by Federal Aid DCP requirements. Our field inspection effort is based on 12 weeks of low intensity contractor operations, 12 weeks of medium intensity contractor operations and 4 weeks of high intensity contractor operations.
2. Complete daily reports and documentation of material quantities placed in the work and associated pay items (Item Record Accounts).
3. Complete MnDOT formatted weekly construction summary reports.
4. Review contractor SWPPP logs and perform erosion control quality assurance inspections.
5. Maintain project photo/video documentation of construction progress.
6. Coordinate with Minneapolis traffic department on RRFB and lighting installation.
7. Coordinate with Minneapolis Paving Department for materials testing.
8. Coordinate MnDOT Plant inspections for concrete and bituminous material placement.
9. Review Traffic Control prior to traffic switches/detour signage installation.
10. Perform monthly payroll compliance, field interviews with contractor, subcontractor and trucking staff.
11. Maintain quality documentation for MnDOT Local Agency DCP compliance.
12. Prepare punchlist and follow-up inspection to ensure contractor completion.



**Minneapolis**  
Park & Recreation Board

### Task 10.6 Construction Contract Closeout Services

Kimley-Horn will oversee construction contract closeout activities to include the following components:

1. Prepare punchlist and follow-up inspection to ensure contractor completion.
2. Compile and submit documentation required by State Aid Construction Manual for MnDOT Local Agency DCP compliance.
3. Provide project closeout documentation to terminate the NPDES permit and other permits.

## SCHEDULE

Construction activities are anticipated to begin in early December 2024 and be substantially complete by early October 31, 2025. Contract closeout activities are anticipated to be complete by December 31, 2025.

## Requested Fees

Below is a breakdown of requested additional fees associated with Amendment #2 organized by task.

Task	Proposed Fee
Task 4.4: Plymouth Avenue Bridge Expansion Joint Replacement Plans	\$ 2,700
Task 10.1: Construction Administration (new task)	\$ 60,000
Task 10.2: Structural Engineering Support Services (new task)	\$ 35,000
Task 10.3: Utility and Stakeholder Coordination (new task)	\$ 15,000
Task 10.4: Geotechnical Engineering Services (new task)	\$ 8,000
Task 10.5: Construction Observation Services (new task)	\$ 160,000
Task 10.5: Construction Contract Closeout Services (new task)	\$ 15,000
Estimated Fees	\$ 1,300
<b>Total Estimated Proposed Professional Fees and Expenses</b>	<b>\$ 297,000</b>

Kimley-Horn will not exceed the total revised maximum fee shown without prior authorization. We therefore propose to increase our total not-to-exceed contract amount by \$297,000 from \$577,500 to \$874,500. Our proposed construction assistance fees represent approximately 7.8% of the construction bid cost. Please contact me at 612.503.8523 or [greg.brown@kimley-horn.com](mailto:greg.brown@kimley-horn.com) with any questions or comments you may have regarding this proposal.

Sincerely,

Kimley-Horn and Associates, Inc.

Gregory S. Brown, P.E.  
Senior Civil Engineer Associate



## **RESOLUTION 2024-258**

### **RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT ACCORDING TO TERMS OF THE AGREEMENT AS DISCUSSED IN A CLOSED SESSION ON DECEMBER 4, 2024, FOR INJURIES SUSTAINED BY AN EMPLOYEE WHILE WORKING FOR THE MINNEAPOLIS PARK AND RECREATION BOARD**

Whereas, The Minneapolis Park & Recreation Board (MPRB) is the steward of the Minneapolis park system;

Whereas, Minnesota workers' compensation law requires all employers to purchase workers' compensation or become self-insured;

Whereas, An employee of the Minneapolis Park & Recreation Board submitted workers' compensation claims for injuries sustained while working;

Whereas, The Minneapolis Park & Recreation Board has worked with SFM Risk Solutions as its Third-Party Administrator and Workers' Compensation Attorney, Karen Charlson, to negotiate a settlement of injuries claimed by the employee as a result of employment by the Minneapolis Park & Recreation Board; and

Whereas, This resolution is supported in Parks for All, the MPRB Comprehensive Plan 2021 – 2036 which sets the goal of "Goal 8:Cultivate a thriving workforce;"

RESOLVED, That the Board of Commissioners approve the negotiated settlement according to terms of the agreement as discussed in a closed session on December 4, 2024, for injuries sustained by an employee while working for the Minneapolis Park & Recreation Board; and

RESOLVED, That the President and Secretary of the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board  
FROM: Jennifer Ringold, Deputy Superintendent  
DATE: December 4, 2024  
SUBJECT: RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT ACCORDING TO TERMS OF THE AGREEMENT AS DISCUSSED IN A CLOSED SESSION ON DECEMBER 4, 2024, FOR INJURIES SUSTAINED BY AN EMPLOYEE WHILE WORKING FOR THE MINNEAPOLIS PARK AND RECREATION BOARD

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## **BACKGROUND**

This action considers a negotiated workers' compensation settlement. Staff has worked with SFM Risk Solutions as its Third Party Administrator and their Workers' Compensation Attorney, Karen Charlson, to negotiate a settlement of injuries claimed by an employee of the Minneapolis Park and Recreation Board.

## **RECOMMENDATION**

Staff recommends approval of the negotiated settlement according to terms of the agreement as discussed in a closed session on December 4, 2024, for injuries sustained by an employee while working for the Minneapolis Park & Recreation Board.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036.

08. Cultivate a thriving workforce      8.8 Ensure a proactively safe workplace through systems of accountability, training and support.

*Jbr 12.4.2024*



## Resolution 2024-136

### **RESOLUTION ACCEPTING A DONATION OF MAINTENANCE EQUIPMENT FROM THE TORO COMPANY AS PART OF THE MINNEAPOLIS PARK AND RECREATION BOARD'S PARTICIPATION IN RESEARCH ADVANCING A NET ZERO EMISSIONS POSITION FOR THE MINNEAPOLIS PARK AND RECREATION BOARD**

Whereas, The Minneapolis Park and Recreation Board (MPRB) was created by the Minnesota Legislature in April 1883 and has the authority to manage and operate park facilities;

Whereas, MPRB cares for a wide range of park facilities, including neighborhood and regional parks, recreation fields, and golf courses, among others, with each containing a range of landscape types;

Whereas, Each park facility and landscape type carries the needs for specialized maintenance and perpetuation;

Whereas, MPRB entered into a Memorandum of Understanding with The Toro Company (TTC) through Resolution 2023-70 wherein TTC would conduct research through a number of leading park agencies across the United States with diverse holdings and locations, including the MPRB, in an effort to gain insights aimed at a position of net zero emissions;

Whereas, To gain contemporary and comparative data relative to maintenance equipment, TTC is providing to the MPRB six battery-powered trimmer/blower combination equipment sets (Equipment Set) for use in the daily operations and maintenance of its parks and golf courses;

Whereas, Upon completion of the collection of data, TTC intends to donate the Equipment Sets to the MPRB; and

Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036, which envisions Goal 3: "Provide core services with care" and Goal 4 "Work from our strengths and determine our role in partnerships;"

RESOLVED, That the Board of Commissioners accepts a donation of maintenance equipment from The Toro Company as part of the Minneapolis Park and Recreation Board's participation in research advancing a net zero emissions position for the Minneapolis Park and Recreation Board; and

RESOLVED, That the President of the Board and Secretary of the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 4 December 2024

SUBJECT: RESOLUTION ACCEPTING A DONATION OF MAINTENANCE EQUIPMENT FROM THE TORO COMPANY AS PART OF THE MINNEAPOLIS PARK AND RECREATION BOARD'S PARTICIPATION IN RESEARCH ADVANCING A NET ZERO EMISSIONS POSITION FOR THE MINNEAPOLIS PARK AND RECREATION BOARD

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## **BACKGROUND**

This resolution considers acceptance of a donation of maintenance equipment from The Toro Company (TTC) as part of the Minneapolis Park and Recreation Board's (MPRB) participation in research advancing a net zero emissions position for MPRB. The donation is ten battery-powered trimmer/blower combination equipment sets for use in the daily operations and maintenance of its parks and golf courses as referenced in the attached Net Zero Emissions Project Test Participant Agreement (*Attachment A*).

The Board of Commissioners previously approved Resolution 2023-70 entering into a Memorandum of Understanding with TTC wherein TTC would conduct research in an effort to gain insights aimed at a position of net zero emissions. MPRB is one of a handful of parks organizations selected by TTC to participate in the research program. Data collected through a first season of operations was shared with staff at a series of meetings in late August.

The equipment sets will be distributed to each of the five service areas with one directed to each of five MPRB golf courses. TTC will track use of the equipment to gain contemporary and comparative data relative to maintenance equipment. Upon completion of the data collection, TTC will donate the equipment to MPRB.

There is no cost to MPRB related to TTC's donation. MPRB's costs for participation in the net zero study is limited to staff time in meetings and assembly of baseline data used by TTC in its research.

## **PRIOR BOARD ACTION:**

April 12, 2023                      Resolution 2023-70      Resolution Approving a Memorandum of Understanding Between the Minneapolis Park and Recreation Board and The Toro Company Regarding the Conduct of Research and Delivery of Guidance Advancing a Net Zero Emissions Position for the Park Board



## RECOMMENDATION

Staff recommends that the Board of Commissioners accept a donation of maintenance equipment from The Toro Company as part of the Minneapolis Park and Recreation Board's participation in research advancing a net zero emissions position for the Minneapolis Park and Recreation Board.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036:

**Goal:**

03: Provide core services with care

03: Provide core services with care

04: Work from our strengths and

**Strategy:**

3.5: Evaluate all equipment replacements with sustainable technology alternatives in mind.

3.16: Strive to achieve equitable levels of service across the system through data-driven analysis and alignment with MPRB values.

4.13: Collaborate with other agencies and organizations determine our role in partnerships to share best practices in parks and recreation, governance, engagement and public service.

**Attachments:**

Attachment A - Net Zero Emissions Project Test Participant Agreement

*ARA: 11/25/2024 2:05 PM*

*MJS: 11/25/2024 5:17 PM*

*Jbr 12.4.2024*

# NET ZERO EMISSIONS PROJECT TEST PARTICIPANT AGREEMENT

This Net Zero Emissions Project Test Participant Agreement (“Agreement”) is made between **Minneapolis Park and Recreation Board** (“Agency”) and **The Toro Company** (“Manufacturer”) and effective as of \_\_\_\_\_, 2024 (“Effective Date”).

1. **Net Zero Emissions Project Test.** In connection with the Net Zero Emissions Project, Agency will receive certain product from Manufacturer or The Toro Company Foundation, which may include accessories and documentation relating to it, as listed below, subject to availability:

Product	Model
String Trimmer	66110T
Backpack baretool	66000T
Blower cannon	66100T
Tether	66005
6-Pod Charger	66550
10Ah (Retail)	66810
5.0Ah (Production)	145-1463
2.5Ah (Production)	137-9442

The product(s), their specifications and related technical information, and all updates or revisions thereto, are referred to as the “Net Zero Emissions Project Test Material”.

2. **Objectives.** Manufacturer is providing the Net Zero Emissions Project Test Material to Agency for the following objectives:
  - a. Agencies will have the opportunity to learn the following:
    - i. How electric equipment could be integrated into existing operations,
    - ii. Impact of electric handheld on agency sustainability goals,
    - iii. How battery charging affects operation and infrastructure needs,
    - iv. How they might decide to deploy electric equipment across their system, and
    - v. Infrastructure development considerations.
  - b. Manufacturer will have the opportunity to learn the following:
    - i. Unique needs of park and rec agencies regarding use of electric handheld equipment,
    - ii. Impact of electric handheld on agency sustainability goals,

- iii. Product improvement opportunities, and
  - iv. Understand how to stage investment in future electric product offerings.
3. **No Transfer.** Net Zero Emissions Project Test Material may not be transferred by Agency to any third party or any individual for any reason until at least after three (3) years after termination of this Agreement.
  4. **Manufacturer's Obligations.** Manufacturer will (a) deliver Net Zero Emissions Project Test Material to its commercial distributor MTI, who in turn will hand deliver the product to the Agency and the approximate delivery date is July 2024; and (b) provide support in its discretion for Net Zero Emissions Project Test Material.
  5. **Agency's Obligations.** Agency agrees to regularly use the Net Zero Emissions Project Test Material and provide regular feedback to Manufacturer on the Net Zero Emissions Project Test Materials and Agency's user experience, including the impact on Agency's overall sustainability initiatives, particularly useful features, and suggested additional functionality Agency would like to see. Agency agrees to promptly respond to reasonable inquiries from Manufacturer.
    - a. Any feedback, ideas, modifications, suggestions, improvements, and the like made by Agency with respect to the Net Zero Emissions Project Test Material ("Supportive Information") will be the property of Manufacturer. Agency hereby assigns, all right, title, and interest worldwide in the Supportive Information and the related intellectual property rights to Manufacturer. Manufacturer may disclose or use Supportive Information for any purposes whatsoever without obligation to Agency.
    - b. Agency represents and warrants that it is responsible for complying with any applicable laws or policies that are applicable to Manufacturer's transfer of Net Zero Emissions Project Test Materials to Agency pursuant to the Net Zero Emissions Project. In addition, Agency represents and warrants that (1) this Agreement complies with all of Agency's applicable policies relating to contracts of this nature and receipt of products without cash consideration; and (2) nothing that Manufacturer provided in connection with this Agreement was solicited by a government official in violation of applicable law or government purchasing rules or guidelines.
  6. **Proprietary Rights; No Right to Copy, Modify, or Disassemble.** All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents, and other intellectual property rights in or associated with the Net Zero Emissions Project Test Material are solely Manufacturer's. Agency may not copy or reproduce any Net Zero Emissions Project Test Material. Agency shall not remove or deface any portion of any text on any part of the Net Zero Emissions Project Test Material. Agency shall not reverse engineer, alter, modify, disassemble or decompile the Net Zero Emissions Project Test Material, or any part thereof.
  7. **Term and Termination; Survival.** The term of this Agreement shall begin on Effective Date and shall continue through December 31, 2025; provided, however, that the Agency may keep the Net Zero Emissions Project Test Material after termination or expiration of this Agreement unless the Manufacturer, in its sole discretion, requests to have the Net Zero Emissions Project Test Material shipped to Manufacturer at Manufacturer's expense. This Agreement may be terminated at any time for any reason by either party giving ten days prior written notice to the other party. Sections 5(a), 6, 7, 8, 9, 10, and 11, and any other provisions that would normally survive, shall survive the termination of this Agreement.

8. **Limitation of Liability and Disclaimer.** IN NO EVENT SHALL MANUFACTURER BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY GENERAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE NET ZERO EMISSIONS PROJECT TEST MATERIAL OR THE TRANSACTIONS CONTEMPLATED HEREIN, UNLESS SUCH NET ZERO EMISSIONS PROJECT MATERIAL MALFUNCTIONS AS A RESULT OF MANUFACTURER'S NEGLIGENCE. MANUFACTURER MAKES NO AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ZERO EMISSIONS PROJECT TEST MATERIAL AND AGENCY ACKNOWLEDGES THAT THE ZERO EMISSIONS PROJECT TEST MATERIAL LISTED IN SECTION 1 OF THIS AGREEMENT (1) IS MERELY AN ESTIMATE AND THE FINAL SHIPMENT MAY VARY FROM THE LIST ABOVE; (2) MAY NOT WORK OR STOP WORKING; OR (3) MAY ARRIVE LATE OR ON A DIFFERENT DELIVERY DATE THAN STATED ABOVE. AGENCY'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY MANUFACTURER IS TO TERMINATE THIS AGREEMENT.
  
9. **Waiver.** A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
  
10. **Assignment; Severability.** Agency may not assign any rights under this Agreement; any attempted assignment shall be null and void. If any part of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement.
  
11. **Governing Law.** This Agreement is governed by Minnesota law, excluding its conflict of law provisions. Federal or state courts in Minnesota have exclusive jurisdiction to hear any dispute relating to this Agreement.
  
12. **Entire Agreement; Modification.** This Agreement is the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior agreements. This Agreement may not be modified or amended except in a writing signed by both parties.

**By signing below, the authorized representative of each party agrees that it has the necessary rights and authority to enter into this Agreement without the further consent of any other party.**

**Minneapolis Park and Recreation Board**

**Minneapolis Park and Recreation Board  
Legal Counsel**

By \_\_\_\_\_  
**Margret Forney**  
**Its President**

By \_\_\_\_\_  
**Brian Rice**

By \_\_\_\_\_  
**Jennifer Ringold**  
**Its Secretary**

**The Toro Company:**

**Signature**

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**Name (Print)**

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**Title**

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**Date**

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## Resolution 2024-259

### **RESOLUTION ACCEPTING THE BLACK VISIONS DONATION OF \$140,000 TO PROVIDE ASSISTANCE FOR PRIVATE PROPERTY TREE REMOVAL ASSESSMENTS FOR HOMESTEAD PROPERTY OWNERS THAT RESIDE WITHIN CENSUS TRACTS DEFINED AS DISADVANTAGED BY THE WHITE HOUSE COUNCIL ON ENVIRONMENTAL QUALITY CLIMATE AND ECONOMIC JUSTICE SCREENING TOOL (CEJST) IN THE CITY OF MINNEAPOLIS**

Whereas, The Minneapolis Park & Recreation Board (MPRB) is the steward of Minneapolis park system;

Whereas, MPRB is the steward of the public urban forest in Minneapolis;

Whereas, MPRB has, pursuant to the provisions of Minnesota Statutes, section 18G.13 and section 429.101, subdivisions 1(6), caused certain diseased and infested trees on various private properties to be removed;

Whereas, Community has expressed that said assessments have an inequitable impact on homestead property owners within disadvantaged areas of the city and have requested assistance;

Whereas, The MPRB sought funding to provide assistance to homestead property owners, through federal and state grants and philanthropic entities;

Whereas, The City of Minneapolis and MPRB partnered and secured a federal grant that will aid homestead property owners that reside within the City of Minneapolis with said tree removals but will not provide relief retroactively;

Whereas, Black Visions have generously agreed to provide a donation of \$140,000 to represents the remaining amount needed to address retroactive relief;

Whereas, The funds will support retroactive relief for private property tree removal assessments that have been levied to Hennepin County between January 1, 2020 – December 31, 2022 to homestead properties located in the CEJST areas of Minneapolis;

Whereas, The funds provided though this donation will be combined with the remaining funds provided by the Margaret A. Cargill Fund of the Saint Paul Minnesota Foundation, fundholders at the Minneapolis Foundation, and the Mortenson Family Foundation;

Whereas, The funds will be allocated to all balances remaining;



Whereas, The Board of Commissioners acknowledges Black Visions and their value, “Black Power: Building collective power to address the harms of past and present generations is our work. With this power, we believe that we can and will influence just global movements of resilience, community action, and possibility” and the Board is grateful to accept this generous donation that supports homestead properties located within CEJST areas in Minneapolis;

Whereas, The Board of Commissioners acknowledge that this donation has been made possible through the efforts of Northside community members from organizations such as Parks and Power and Harrison Neighborhood Association, who have worked to support impacted homestead property owners; and

Whereas, This resolution is supported in Parks for All, the MPRB Comprehensive Plan 2021-2036, which sets the goal “07. Connect through communications and technology;”

RESOLVED, That the Board of Commissioners accepts the Black Visions donation of \$140,000 to provide assistance for private property tree removal assessments for homestead property owners that reside within census tracts defined as disadvantaged by the White House Council on Environmental Quality Climate and Economic Justice Screening Tool in the City of Minneapolis; and

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Jennifer Ringold, Deputy Superintendent

DATE: 12/4/2024

SUBJECT: RESOLUTION ACCEPTING THE BLACK VISIONS DONATION OF \$140,000 TO PROVIDE ASSISTANCE FOR PRIVATE PROPERTY TREE REMOVAL ASSESSMENTS FOR HOMESTEAD PROPERTY OWNERS THAT RESIDE WITHIN CENSUS TRACTS DEFINED AS DISADVANTAGED BY THE WHITE HOUSE COUNCIL ON ENVIRONMENTAL QUALITY CLIMATE AND ECONOMIC JUSTICE SCREENING TOOL (CEJST) IN THE CITY OF MINNEAPOLIS

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## **BACKGROUND**

This Board action considers the acceptance of a \$140,000 donation from Black Visions, a non-profit organization, to aid private property tree removal assessments for homestead property owners that reside within CEJST areas in Minneapolis. The donation was made possible through the efforts of Northside community members from organizations such as Parks and Power and Harrison Neighborhood Association and the MPRB wants to specifically recognize the work of Roxanne O'Brien and Mitchel Hansen.

The MPRB is the steward of the urban forest and has the authority to inspect and condemn diseased or infested trees on private property in the City of Minneapolis. The emerald ash borer has been killing ash trees throughout the city since it was discovered in 2010 and the number of condemnations has increased. As we have heard from the community, assessments have an inequitable impact on homestead property owners within disadvantaged areas and they have requested assistance including retroactive assistance to January 1, 2020. The City of Minneapolis and MPRB partnered and secured a federal grant that will aid private property owners in the City of Minneapolis with tree removals but will not provide relief retroactively. The Mortenson Family Foundation's contribution will partially address this unmet need for retroactive relief.

The MPRB received through the Margaret A. Cargill Fund of the Saint Paul Minnesota Foundation contribution of \$500,000 to support retroactive relief which was used to address trees that would have been levied in 2023 and trees removed in 2024 prior to the federal grant being executed. Of that donation \$131,184.52 remains and is available for retroactive relief. The MPRB also received, through fundholders of the Minneapolis Foundation, \$200,000 and through the Mortensen Family Foundation, \$50,000 for this purpose. These amounts will be combined with the Black Vision's contribution will fully address this need for retroactive relief.

The combined total of \$521,184.52 will be utilized to provide retroactive relief for private property tree removal assessments that were levied to Hennepin County between January 1,



2020 and December 31, 2022 to homestead properties located in CEJST areas in Minneapolis.

Homestead property owners located within CEJST areas in Minneapolis with levied private property tree removal assessments during the above reference timeframe have received notifications of the relief program through several means, including mail, phone, email, social media, gov-delivery, and media.

Property owners wishing to access this program or have questions concerning this process can contact MPRB Finance Department at [assessments@minneapolisparcs.org](mailto:assessments@minneapolisparcs.org) or 612-230-6400.

## RECOMMENDATION

Staff recommends that the Board of Commissioners accept the Black Visions donation of \$50,000 to provide assistance for private property tree removal assessments for homestead property owners that reside within census tracts defined as disadvantaged by the White House Council on Environmental Quality Climate and Economic Justice Screening Tool in the City of Minneapolis.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036.

**Goal:**

07. Connect through communications and technology

**Strategy:**

7.4: Educate staff and the community on critical issues facing the city and region, specifically: health and wellness benefits of parks; potential linkages between park investment, gentrification, and displacement; environmental and ecological issues; the benefits of, threats to, and care of the urban tree canopy, birds, and wildlife; strategies about how to decrease waste and plastic pollution; invasive species management and prevention; climate change impacts and resiliency; shared public responsibility for waste reduction, water quality, and city-wide tree canopy; indigenous acknowledgment, history, rights, culture and perspectives; park safety and security.



**Minneapolis**  
Park & Recreation Board



## Resolution 2024-260

**RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO VERSACON, INC. IN THE AMOUNT OF \$295,000 TO CONSTRUCT A NEW MAINTENANCE STORAGE BUILDING AT THE FRANCIS A. GROSS NATIONAL GOLF COURSE, BID EVENT #3285, PENDING APPROVAL BY CITY OF MINNEAPOLIS PROCUREMENT AND CIVIL RIGHTS DEPARTMENTS AND FURTHER AUTHORIZING ADMINISTRATIVE USE OF A 10% CONSTRUCTION CONTINGENCY UP TO \$29,500 FOR NECESSARY CONSTRUCTION CHANGE ORDERS THAT MAY ARISE WITH THE CONTRACT**

Whereas, The Minneapolis Park and Recreation Board (MPRB) is the steward of the Minneapolis park system;

Whereas, The MPRB is authorized to contract with public and private entities in the performance of its functions;

Whereas, The Francis A. Gross National Golf Course (Gross National), located at 2201 St. Anthony Boulevard is owned, operated and managed by the MPRB;

Whereas, The MPRB has allocated up to \$500,000 of Enterprise Capital Program funds to be used at Gross National to design and construct a new Golf Maintenance Storage Building near the existing maintenance area;

Whereas, The MPRB publicly solicited and received five (5) bids on November 14, 2024, per Bid Event MPLMN #3285;

Whereas, All bids have been reviewed and tabulated with the apparent low bid base bid submitted by Versacon, Inc. in the amount of \$295,100;

Whereas, MPRB staff and consultants have reviewed the bid offered by Versacon Inc. and find it to be complete and correct and support an award of a construction contract for the Maintenance Storage Building;

Whereas, Versacon, Inc has completed and is currently working on projects for the MPRB and staff find the firm qualified for work under consideration;

Whereas, This bid offered by Versacon, Inc. is under review by the City of Minneapolis Finance and Property Services – Procurement Division and Minneapolis Civil Rights Department for approval; and

Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036,



which envisions Goal 1 “Foster Belonging and Equity” and Goal 3 “Provide Core Services with Care;”

RESOLVED, That the Board of Commissioners awards a construction contract to Versacon, Inc. in the amount of \$295,000 to construct a new Maintenance Storage Building at the Francis A. Gross National Golf Course, Bid Event #3285, pending approval by the City of Minneapolis Finance and Property Services – Procurement Division and Minneapolis Civil Rights Department and further authorizing administrative use of 10% construction contingency up to \$29,500 for necessary construction change orders that may arise with the contract; and

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 4 December 2024

SUBJECT: RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO VERSACON, INC. IN THE AMOUNT OF \$295,000 TO CONSTRUCT A NEW MAINTENANCE STORAGE BUILDING AT THE FRANCIS A. GROSS NATIONAL GOLF COURSE, BID EVENT #3285, PENDING APPROVAL BY THE CITY OF MINNEAPOLIS FINANCE AND PROPERTY SERVICES – PROCUREMENT DIVISION AND MINNEAPOLIS CIVIL RIGHTS DEPARTMENT AND FURTHER AUTHORIZING ADMINISTRATIVE USE OF 10% CONSTRUCTION CONTINGENCY UP TO \$29,500 FOR NECESSARY CONSTRUCTION CHANGE ORDERSE THAT MAY ARISE WITH THE CONTRACT

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## **BACKGROUND**

This action considers awarding a construction contact to Versacon, Inc. in the amount of \$295,000 for the construction of a new golf maintenance storage building at Francis A. Gross National Golf Course (Gross National), under Bid Event #3285, Pending Approval by the City of Minneapolis Finance and Property Services – Procurement Division and Minneapolis Civil Rights Department and further authorizing administrative use of a 10% construction contingency up to \$29,500 for necessary construction change orders that may arise with the Contract.

On November 14, 2024, the Minneapolis Park and Recreation Board (MPRB) publicly solicited bids and received five (5) bids for the new golf maintenance storage building at Gross National (*Attachment A*). The apparent low bid was submitted by Versacon, Inc. This resolution would accept the low base bid as submitted by Versacon, Inc. for a total contract amount of \$295,000.

Following review of the bid submitted by Versacon, Inc., the project consultant recommends that a construction contract be awarded to Versacon, Inc. based on the company's responsive bid and bidder qualifications. The bid offered by Versacon, Inc. is being reviewed by the City of Minneapolis Finance and Property Services – Procurement Division and Minneapolis Civil Rights Department to determine that all requirements for award of a contract are met. Pending all necessary approvals and contract execution, construction would commence in Spring 2025.

The new golf maintenance storage building is needed for Gross National because currently over \$400,000 worth of course maintenance equipment is stored outside in the weather elements and not secured. Staff have been working for well over five years to bring this new storage building to fruition.



**FUNDING / COST SUMMARY**

<b>Sources</b>		<b>\$ 360,000</b>
Enterprise Fund Capital Program Budget	\$ 360,000	
<b>Uses</b>		<b>\$ 360,000</b>
Professional Services – pre-design through construction	\$ 27,500	
Professional Services – surveying, testing & reporting	\$ 4,500	
Administration and staff time	\$ 3,500	
Versacon, Inc. - Base Bid	\$ 295,000	<i>Pending Board Approval</i>
Versacon, Inc. - Construction Contingency 10%	\$ 29,500	<i>Pending Board Approval</i>
<b>Remainder</b>		<b>\$ 0</b>

*Construction of this maintenance storage building will not add to the operational expenses for the golf course; in fact, this storage shed will save the golf course funds by protecting and securing valuable equipment.*

**RECOMMENDATION**

Staff recommends that the Board of Commissioners Resolution Awarding a construction contract to Versacon, Inc. in the amount of \$295,000 to construct a new Maintenance Storage Building at the Francis A. Gross National Golf Course, Bid Event #3285, pending approval by the City of Minneapolis Finance and Property Services – Procurement Division and Minneapolis Civil Rights Department and further authorizing administrative use of 10% construction contingency up to \$29,500 for necessary construction change order that may arise with the contract.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036:

**Goal:**

01. Foster belonging and equity

**Strategy:**

04. Provide a wide variety of programs in the parks and activities at events to promote social, multi-generational and cross-cultural interaction and that create shared community experiences to bring diverse residents together in joyful, artful, and playful purpose.



- |  |  |
|--|--|
| 01. Foster belonging and equity                  | 19. Create and support activities and welcoming spaces for teens and young adults in the parks for both programmed and unprogrammed activities.  |
| 02. Steward a continuum of nature and recreation | 12. Invest in nature-centered play and programming for all ages.   |
| 03. Provide core services with care              | 11. Design and implement parks that are welcoming, climate resilient, ecologically healthy, playful, beautiful, and safe as they age.  |
| 03. Provide core services with care              | 12. Increase park staff, safety, programming, operations, and design capacity to meet increased demands of park system expansion, including new park acquisition, development, new facilities, increased programs, increased events and to support the implementation of the comprehensive plan. |

**Attachments:**

Attachment A – Bid Tab

CS 11/22 - 12:41 pm

CA 11/22 – 2:22 pm

MJS 11/25/2024 -- 9:53 PM

*Jbr 12.4.2024*

## BID TABULATION

MINNEAPOLIS PARKS & RECREATION BOARD (MPRB) - Francis A. Gross Golf Course

Maintenance Storage Building

EVENT 3285

Bid Close Date: November 14th, 2024 at 2:00 PM

Buyer: Mallory Cina

Name	More Info	UOM	Total Cost
VERSACON, INC.	Lump sum which includes but is not limited to construction of new building for maintenance equipment. Includes all foundation/building work, excavation, site/earthwork, erosion control, tree protection & site restoration as per the construction documents	LMP	\$295,000.00
JPMI CONSTRUCTION COMPANY	Lump sum which includes but is not limited to construction of new building for maintenance equipment. Includes all foundation/building work, excavation, site/earthwork, erosion control, tree protection & site restoration as per the construction documents	LMP	\$349,400.00
EBERT, INC.	Lump sum which includes but is not limited to construction of new building for maintenance equipment. Includes all foundation/building work, excavation, site/earthwork, erosion control, tree protection & site restoration as per the construction documents	LMP	\$373,300.00
BRENNAN CONSTRUCTION OF MN, INC.	Lump sum which includes but is not limited to construction of new building for maintenance equipment. Includes all foundation/building work, excavation, site/earthwork, erosion control, tree protection & site restoration as per the construction documents	LMP	\$384,000.00
KO CONSTRUCTION	Lump sum which includes but is not limited to construction of new building for maintenance equipment. Includes all foundation/building work, excavation, site/earthwork, erosion control, tree protection & site restoration as per the construction documents	LMP	\$418,125.00



## **Resolution 2024-225**

### **RESOLUTION APPROVING THE PREFERRED CONCEPT PLAN FOR HARRISON PARK PLAYGROUND AND PARK IMPROVEMENTS PROJECT**

Whereas, The Minneapolis Park and Recreation Board (MPRB) is the steward of Minneapolis parks and lakes;

Whereas, MPRB owns and operates Harrison Park within the North Service Area;

Whereas, The Board of Commissioners approved the Harrison Park Master Plan as part of the North Service Area Master Plan through Resolution 2019-106 at its regular meeting on February 6, 2019;

Whereas, The MPRB, through its Capital Improvement Program process, has approved and assigned funding specific to Harrison Park for the purpose of constructing elements of the North Service Area Master Plan;

Whereas, The MPRB design team held open houses, solicited public opinion through online surveys, attended neighborhood and stakeholder events, and met with MPRB staff to develop a Preferred Concept Plan for Harrison Park;

Whereas, The Preferred Concept Plan is aligned with the North Service Area Master Plan's recommendations; and

Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036, which envisions Goal 2 to "Steward and continuum of nature and recreation," Goal 3 to "Provide core services with care;"

**RESOLVED**, That the Board of Commissioners approves the Harrison Park Preferred Concept Plan within the North Service Area; and

**RESOLVED**, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Planning Committee

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 20 November 2024

SUBJECT: RESOLUTION APPROVING THE PREFERRED CONCEPT PLAN FOR HARRISON PARK PLAYGROUND AND PARK IMPROVEMENTS PROJECT

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## **BACKGROUND**

This resolution considers approval of the Preferred Concept Plan for the Harrison Park Playground and Park Improvements project (*Attachment B*).

Harrison Park is in the Harrison neighborhood and sits adjacent to Highway 55 on the north and North Irving Avenue on the east. The location of the neighborhood park is unique to many other neighborhood parks in the Minneapolis Park and Recreation Board (MPRB) system, as its Recreation Center is connected to the Harrison Education Center.

Currently the northside of Harrison Park is mainly composed of two existing baseball fields and open lawn from the previous removal of a small baseball field and tennis courts. The rest of the park includes a well-established tree canopy and a recently updated wading pool (2016). The wading pool has a zero-depth entry and contains two shade structures with seating areas. The southern portion of the park includes two separate playgrounds that are near the wading pool and an existing full-court basketball court that is in current need of repair.

In 2019, the MPRB approved the North Service Area Master Plan (NSAMP), which included Harrison Park. The approved vision plan (*Attachment A*) for Harrison Park identified a need to improve several existing park features, while increasing a stronger connection to those features within the park.

The NSAMP proposed improvements at Harrison Park include:

- New Shelter Area and Plaza,
- New and Expanded Playground,
- New Premier Youth Field,
- New All-Wheels Park,
- Update and Expand the Basketball Court to Two Courts (which includes an ice rink in winter), and
- Added Naturalized Areas.



### **Community Engagement**

During the Winter and Spring 2024 MPRB hosted several focus groups at a local education center, such as Harrison Education Center and River Bend Education Center, attended neighborhood events with the Harrison Neighborhood Association and held several open houses at Harrison Park in collaboration with MPRB events.

Several themes and similar comments were observed around the future park improvements that include PLAY, CONNECT, and EDUCATE. Design concepts were developed to enhance and/or renovate PLAYABILITY within the park that could also include new programs to the park. The community was interested in creating new CONNECTION spaces (i.e. community gathering plaza and shade structure) and/or new enhanced CONNECTIONS to those improved park elements. Finally, the community was interested in EDUCATION, and how we teach the users and visitors about improving habit and ecology.

MPRB staff initiated an additional community engagement process for the design concepts with an online survey to reach additional users, focus groups to local education center stakeholders, attended neighborhood events (i.e. Bring Back 6<sup>th</sup>) and hosted two additional Open Houses at Harrison Park.

The result of the final feedback was the Preferred Concept Plan that considers MPRB operational requirements, and the desires of the community. The final proposed plan is also aligned with the North Service Area Master Plan and the current available funding.

### **Preferred Concept Plan**

MPRB staff has taken the community feedback and the approved North Service Area Masterplan as the framework for developing the Preferred Concept Plan (*Attachment B*). The plan uses the guiding principles of PLAY, CONNECT, and EDUCATE.

The plan proposes to encourage PLAY by creating a playground destination with a new and improved playground that embeds ADA accessibility. The new playground will include new resilient surfacing, mounded slides, spinners, and adventure style playground features. This concept also looks to renew play by renovating the existing basketball court and add an additional sport court for new programs organized by the Harrison Recreation Center. Finally, this plan looks to enhance playability to the existing open space and existing ballfields to allow more formalized field sports.

Creating new and improved CONNECTIONS were a desire from the community. The preferred plan looks to add a new community gathering space that includes a shade structure and seating near the existing wading pool and new playground. The final design also proposes a new feature walk that connects all the new park elements and main access into the park.



Finally, the community was interested in EDUCATION and habitat improvement. This was initially noted in the approval of North Service Area Master Plan (NSAMP) and the community still embodies the idea of adding naturalized pollinator friendly areas. If funding is available additional interpretive signage would be considered to further the education of habitat improvement.

**Phasing**

Not everything noted in the preferred concept plan graphic is able to be constructed with the current funding allocation. Future allocations will be necessary to build out the future phases. The first phase of construction, using the currently allocated funds, is estimated to include at a minimum the priority recommendations highlighted in the preferred concept plan. Future improvements are noted on the preferred concept plan when allocated funding is available.

**FUNDING**

<b>Sources</b>		<b>\$1,753,842.00</b>
2022 Dibble-Hornstein Parkland Dedication Fund	\$143,158.00	
2024 Dibble-Hornstein Parkland Dedication Fund	\$21,684.00	
Neighborhood Capital Levy	\$175,000.00	
Neighborhood Capital Levy (Playground Improvements)	\$390,000.00	
NPP20	\$1,024,000.00	
<b>Uses</b>		<b>\$133,284.00</b>
BKBM Engineers, Civil Engineering	\$36,000.00	
Geotechnical and Environmental Investigations	\$24,780.00	
Project Management, Community Engagement, and Administration	\$72,504.00	
<b>Balance Remaining for Construction</b>		<b>\$ 1,620,558.00</b>

*Note: Approval of this concept plan, when implemented, will add to the overall maintenance and operational costs for Asset Management. Added park features shown in this plan were identified in the 2019 approved North Service Area Master Plan and will need to be considered for a System Equity Investment Request. New Park Features include:*

- *One new basketball/sport court,*
- *One new shade structure and community gathering space,*
- *One new picnic location, and*
- *New 0.25 +/- acres of naturalized prairie grasses and flowers.*



**Resolution 2024 - 261**

**RESOLUTION RECEIVING AND FILING THE FINANCIAL STATUS REPORT OF THE MINNEAPOLIS PARK AND RECREATION BOARD AS OF THE THIRD QUARTER, 2024 AND FILE SAID REPORT AS A PERMANENT RECORD WITH THE SECRETARY OF THE BOARD**

Whereas, The Minneapolis Park and Recreation Board (MPRB) approved the 2024 Annual Budget on December 5, 2023;

Whereas, MPRB staff has analyzed and presented the financial results for the third quarter, 2024; and

Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036, which envisions in Goal 9 "Operate a financially sustainable enterprise;"

RESOLVED, That the Board of Commissioners of the Minneapolis Park and Recreation Board receive the Financial Status Report of the Minneapolis Park and Recreation Board as of the third quarter, 2024 and file said report as a permanent record with the Secretary of the Board; and

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Jennifer Ringold, Deputy Superintendent

DATE: December 4, 2024

SUBJECT: RESOLUTION RECEIVING AND FILING THE FINANCIAL STATUS REPORT OF THE MINNEAPOLIS PARK AND RECREATION BOARD AS OF THE THIRD QUARTER, 2024 AND FILE SAID REPORT AS A PERMANENT RECORD WITH THE SECRETARY OF THE BOARD  
BACKGROUND

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## **BACKGROUND**

The Finance Department produces the financial status reports for the Minneapolis Park and Recreation Board at the close of the third, third and fourth (year-end) quarters of each fiscal year. The third quarter report includes un-audited financial results through September 30, 2024 (Attachment A).

## **RECOMMENDATION**

Staff recommends that the Board of Commissioners receive and file the Financial Status Report of the Minneapolis Park and Recreation Board as of the Third Quarter, 2024 and file said report as a permanent record with the Secretary of the Board.

This action is also supported by the following elements of Parks for All, the MPRB Comprehensive Plan 2021-2036:

### **Goal**

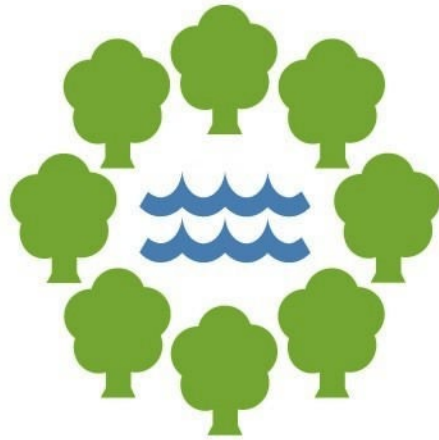
9: Operate a financially sustainable enterprise

### **Strategy**

8: Create flexible funding and budgeting that always prioritizes core aspects of the agency and supports innovation and expansion.

Attachment A – Third Quarter 2024 Financial Status Report

*Jbr 12.4.2024*



# **Minneapolis Park & Recreation Board**

Minneapolis Park and Recreation Board  
Financial Status Report  
as of Third Quarter, 2024

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## **Budget Overview**

Minneapolis Park and Recreation Board operating activities are accounted for in funds. The Park Board funds included in this financial status report are the General Fund, Enterprise Fund, and Internal Service Funds. This report details the operations of these funds through September 30, 2024.

*This interim financial report has been prepared by the Minneapolis Park and Recreation Board Finance Department. Financial information contained in this report is preliminary and has not been audited, nor is the information contained in this report a complete presentation of all financial activity within the Minneapolis Park and Recreation Board.*

### **General Fund**

The General Fund accounts for services and goods provided by the Park Board that are primarily supported by property taxes. To the end of 2024 General Fund revenues are projected to be \$101.1 million and expenditures are projected to be \$102.1 million.

The 2024 year-end fund balance is projected to be \$3.4 million, which is below financial policy requirements by \$1.7 million. This projected balance is a decrease of \$1.0 million below the 2023 year-end balance.

### **Special Revenue – Natural Areas Management Fund**

The Natural Areas Management Fund accounts for State operations and maintenance funding that supports restoration, expansion, and management of the park system's natural areas. To the end of 2024 Natural Areas Management Fund revenues are projected to be \$500,000 and expenses are projected to be \$385,845. The 2024 year-end Natural Areas Management Fund balance is projected to be \$584,875.

### **Enterprise Fund**

The Enterprise Fund accounts for all business-type operations of the Park Board including golf courses, concessions, ice arenas, and permits. The fund is focused on income generation and supports Park Board programs and improvements. To the end of 2024, Enterprise Fund operating revenues are projected to be \$16.8 million, operating expenses are projected to be \$14.0 million and non-operating expenses are projected to be \$3.0 million. The 2024 year-end Enterprise Fund balance is projected to be \$3.2 million, \$165,655 lower than the 2023 year-end balance.

### **Stormwater Enterprise Fund**

The Stormwater Enterprise Fund accounts for MPRB stormwater operations. To the end of 2024 Stormwater revenues are projected to be \$1,327,450 and expenses are projected to be \$959,298. The 2024 year-end Stormwater Enterprise Fund balance is projected to be \$368,152.

### **Internal Service Funds**

Internal Service Funds account for equipment fleet, information technology and self-insurance services to Park Board departments. To the end of 2024 Internal Service Fund revenues and expenses are projected to be \$11.7 million. The 2024 year-end Internal Service Funds balance is projected to be \$9.5 million, a decrease of \$53,930 from the 2023 year-end balance.

## **General Fund**

### **Summary**

The General Fund is the operating fund of the Minneapolis Park and Recreation Board. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund began 2024 with a fund balance of \$4.5 million and has a current operating budget of \$103.2 million. Through September of this year, 72.5 percent of the Fund's appropriations have been spent with 75 percent of the year elapsed.

Revenue generated by the Park Board as of September 30, 2024 totaled \$53.7 million, up 4.1 percent from the \$51.5 million collected in the first three quarters of 2023. Total revenues for 2024 are projected to be \$101.1 million, 3.7 percent higher than 2023 revenues.

As of September 30, 2024, expenditures totaled \$74.8 million, three percent higher than the \$72.9 million spent in the first three quarters of 2023. To the end of 2024, total expenditures are projected to be \$102.1 million, 4.1 percent higher than 2023 and one percent under budget.

The fund balance for the General Fund at fiscal year-end 2023 was \$4.5 million, below the financial policy requirement of \$5.0 million (5 percent of the 2023 General Fund operating budget) by \$541,001. The fund balance for the General Fund is projected to be \$3.4 million at fiscal year-end 2024, below the financial policy requirement of \$5.2 million (5 percent of the 2024 General Fund operating budget) by \$1,739,723.

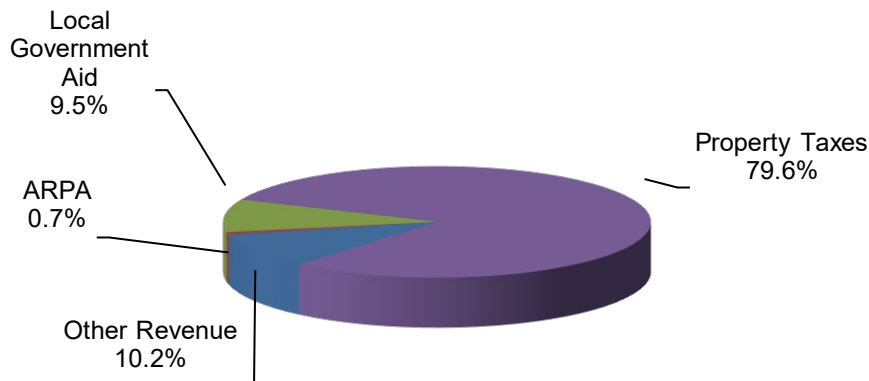
This report contains estimates. Unforeseen changes in revenue and expenditures will cause actual results to fluctuate from the projected results.

### **General Fund Revenues**

As of September 30, 2024, actual revenues totaled \$53.7 million, up 4.1 percent from the \$51.5 million collected in the first three quarters of 2023. Projected year end revenue is \$101.1 million, \$2,093,339 under budget.

**Revenues by Major Category**

	2023			2024			
	Actual Year-End	Actual As of 9/30	Percent Recognized	Current Budget	Actual As of 9/30	Percent Recognized	Projected Year End
Property and Other Taxes	\$76,464,902	\$39,268,649	51.4%	\$81,825,856	\$40,846,305	49.9%	\$80,413,959
Local Government Aid	8,788,509	4,394,255	50.0%	9,605,214	4,802,607	50.0%	9,605,214
Fees, Fines and Other Revenues	10,242,841	6,910,298	67.5%	10,861,963	7,283,308	67.1%	10,337,705
American Rescue Plan Act	2,010,572	955,069	47.5%	875,400	718,216	82.0%	718,216
<b>Total Revenues</b>	<b>\$97,506,824</b>	<b>\$51,528,271</b>	<b>52.8%</b>	<b>\$103,168,433</b>	<b>\$53,650,436</b>	<b>52.0%</b>	<b>\$101,075,094</b>


**Property Taxes**

Property taxes provide 79.6 percent of projected revenue, the largest funding source of the General Fund. The Park Board received the first half property tax payment from Hennepin County, 49.9 percent of budgeted property taxes. This is lower than expected due to large commercial properties winning tax court cases that reduce the property's valuation, reducing the property tax received by the Park Board. Eventually the reduced valuations will be incorporated into the tax levy, and the Park Board will receive its budgeted property tax amount. It is unclear how the 2024 second half property tax payment will be affected, but Property Taxes will end the year considerably under budget.

**Local Government Aid**

Local Government Aid (LGA) is projected to provide 9.5 percent of 2024 revenue. The State Budget included the 2024 City of Minneapolis LGA allocation of \$81.5 million. The NPP20 Ordinance provides for the transfer of 11.79% of this LGA to the Park Board. The Park Board expects to receive its budgeted amount of 2024 LGA.

**Fees, Fines and Other Revenue**

Fees, fines and other revenue provide 10.2 percent of projected revenue. Revenues are projected to end the year under budget due to reduced state and local funding, and donations under budget.

### American Rescue Plan Act (ARPA)

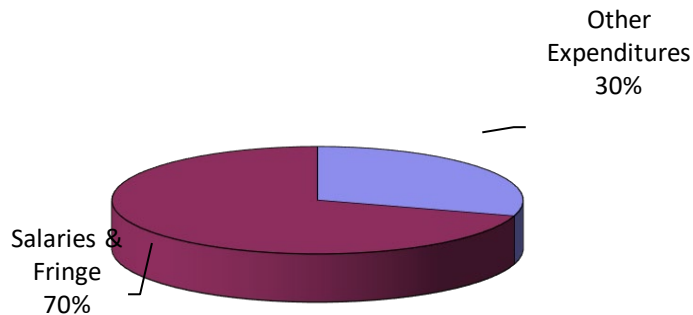
ARPA funding is being received through the City of Minneapolis to fund investment in the Youth of Minneapolis. The Park Board received ARPA funding over the budgeted amount in 2023, causing the 2024 payment to be under budget. The final allocation of ARPA funding has been received.

### General Fund Expenditures

As of September 30, 2024, actual expenditures totaled \$74.8 million, up 2.6 percent from the \$72.9 million spent in the first half of 2023. Projected year end expenditures are \$102.1 million, \$1.1 million under budget.

#### Expenditures by Major Category

	2023			2024			
	Actual Year-End	Actual As of 9/30	Percent Expended	Current Budget	Actual As of 9/30	Percent Expended	Projected Year End
Salaries & Fringe	\$68,678,864	\$51,971,636	75.7%	\$74,518,624	\$54,445,031	73.1%	\$71,976,331
Other Expenditures	29,451,856	20,893,092	70.9%	28,649,809	20,313,602	70.9%	\$30,130,820
<b>Total Expenditures</b>	<b>\$98,130,720</b>	<b>\$72,864,728</b>	<b>74.3%</b>	<b>\$103,168,433</b>	<b>\$74,758,633</b>	<b>72.5%</b>	<b>\$102,107,151</b>



### Salaries and Fringe Benefits

Salaries and fringe benefits are 73.1 percent expended with 75 percent of the year elapsed. Hiring and staffing levels have increased from 2023, especially seasonal staffing.

### Other Expenditures

Other expenditures include materials, supplies, contractual services and capital outlay. Other expenditures are 70.9 percent expended with 50 percent of the year elapsed. Transfers to Capital Projects will take place in the fourth quarter. The Park Board is experiencing the effects of inflation, especially in utilities and supplies, and will end the year over budget in other expenditures.

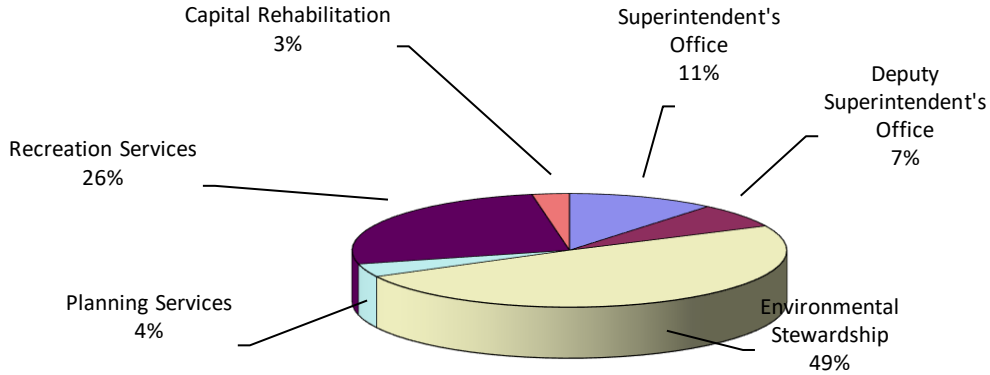
**Expenditures by Service Area**

	2023			2024			
	Actual Year End	Actual As of 9/30	Percent Expended	Current Budget	Actual As of 9/30	Percent Expended	Projected Year-End
<b>Operating Departments</b>							
<b>Superintendent's Office</b>							
Superintendent's Office	\$1,002,762	\$732,526	73.1%	\$902,811	\$759,003	84.1%	\$902,335
Board of Commissioners	1,135,110	745,825	65.7%	838,343	761,349	90.8%	1,161,209
Communications & Marketing	1,042,640	788,083	75.6%	1,145,410	756,751	66.1%	1,054,673
Community Connections & Violence Prevention	848,451	582,469	68.7%	1,211,612	715,807	59.1%	980,213
Park Police	6,638,680	4,958,680	74.7%	7,529,516	5,314,188	70.6%	7,516,792
<b>Deputy Superintendent's Office</b>							
Deputy Superintendent's Office	595,439	432,974	72.7%	707,282	527,608	74.6%	707,057
Finance	1,507,684	1,098,056	72.8%	1,632,855	1,139,066	69.8%	1,591,711
Human Resources	1,334,281	944,476	70.8%	1,542,075	1,233,342	80.0%	1,540,324
Visitor Services	1,580,238	1,199,126	75.9%	1,892,705	1,213,051	64.1%	1,607,715
City Management Fee, Contributions & Other	2,015,392	1,108,825	55.0%	1,672,573	1,588,965	95.0%	1,670,264
<b>Environmental Stewardship</b>							
Forestry	10,884,708	8,193,478	75.3%	11,080,470	8,425,707	76.0%	11,076,548
Asset Management	32,702,584	24,287,934	74.3%	34,749,961	25,489,622	73.4%	34,485,920
Environmental Management	5,195,432	4,022,502	77.4%	4,825,941	3,810,128	79.0%	4,797,157
<b>Planning Services</b>							
Design & Project Management	2,014,260	1,501,827	74.6%	2,128,988	1,570,896	73.8%	2,127,270
Strategic Planning	1,663,509	1,191,459	71.6%	1,699,581	1,274,076	75.0%	1,698,595
<b>Recreation Services</b>							
Athletic Programs & Aquatics	3,315,949	2,715,414	81.9%	3,745,983	2,858,055	76.3%	3,595,417
Youth & Recreation Center Programs	21,834,669	16,181,074	74.1%	23,043,395	16,957,693	73.6%	22,775,019
<b>Total Operating Expenditures</b>	<b>\$95,311,788</b>	<b>\$70,684,728</b>	<b>74.2%</b>	<b>\$100,349,501</b>	<b>\$74,395,307</b>	<b>74.1%</b>	<b>\$99,288,219</b>
<b>Capital</b>							
Pay-as-You-Go-Rehabilitation	2,818,932	2,180,000	77.3%	2,818,932	363,326	12.9%	2,818,932
<b>Total Capital Expenditures</b>	<b>\$2,818,932</b>	<b>\$2,180,000</b>	<b>77.3%</b>	<b>\$2,818,932</b>	<b>\$363,326</b>	<b>12.9%</b>	<b>\$2,818,932</b>
<b>Total General Fund</b>	<b>\$98,130,720</b>	<b>\$72,864,728</b>	<b>74.3%</b>	<b>\$103,168,433</b>	<b>\$74,758,633</b>	<b>72.5%</b>	<b>\$102,107,151</b>

### Operating Departments

Operating department budgets are monitored closely throughout the year and adjustments are made, if necessary, to ensure budget targets are met. Board of Commissioners is expected to exceed budget at the end of 2024 due to legal fees.

### Expenditures by Division and Capital



**General Fund Balance**

The 2024 year-end fund balance is estimated to be \$3.4 million, \$1,032,057 lower than the end of 2023.

	2023			2024			
	Actual Year-End	Actual As of 6/30	Percent Recognized	Current Budget	Actual As of 6/30	Percent Recognized	Projected Year End
Total Revenue	\$97,506,824	\$51,528,271	52.8%	\$103,168,433	\$53,650,436	52.0%	\$101,075,094
Total Expenditures	98,130,720	72,864,728	74.3%	103,168,433	74,758,633	72.5%	102,107,151
<b>Revenue Over/(Under) Expenditures</b>	<b>(\$623,896)</b>	<b>(\$21,336,458)</b>		<b>\$0</b>	<b>(\$21,108,197)</b>		<b>(\$1,032,057)</b>

**General Fund Balance**

Park Board financial policy requires the General Fund balance to be maintained at a level of 5 percent of the current year adopted expenditure appropriation to provide financial reserves for unanticipated one-time expenditures, revenue shortfalls, and/or emergency needs. Based on un-audited figures, the year-end 2024 balance is estimated at \$3.4 million, which is 3.3 percent of the current year adopted expenditure appropriation. This fund balance is below the financial policy requirements by \$1.7 million.

**2024 Projected General Fund Year-End Fund Balance**

<b>Fund Balance, January 1, 2024</b>	<b>4,450,755</b>
Projected Revenues in Excess of Expenditures	<u>(1,032,057)</u>
<b>Projected Fund Balance, December 31, 2024</b>	<b>3,418,698</b>
Fund Balance Requirement (5%)	<u>5,158,422</u>
<b>Fund Balance Below Requirement</b>	<b><u>(\$1,739,723)</u></b>

The projections in this report are based on estimates and unforeseen changes in revenue or expenditures could cause actual results to vary considerably from the projected year-end results.

## **Special Revenue - Natural Areas Management Fund**

### **Fund Description**

The Natural Areas Management fund supports the Environmental Management Department’s restoration, expansion, and management of the park system’s natural areas. It provides additional capacity to support natural area volunteers and increases the Natural Resources workgroup’s ability to conduct field operations through staffing, contracted services and allocations for materials and supplies. This fund supports the organizational goals to increase the acreage and meet the restoration goals of the park system’s Managed Natural Areas.

	<b>2024</b>			
	<b>Current Budget</b>	<b>Actual As of 9/30</b>	<b>Percent Recognized</b>	<b>Projected Year-End</b>
Revenues	\$500,000	\$375,000	75.0%	\$500,000
Expenses	500,000	275,341	55.1%	385,845
<b>Net Income</b>	<b>\$0</b>	<b>\$99,659</b>		<b>\$114,155</b>

### **Natural Areas Management**

An ongoing annual allocation of \$500,000 of State operations and maintenance funding provides the revenue for Natural Areas Management. Expenses are projected to end the year under budget as staff is being hired and the program is being built.

### **Fund Balance**

Prior unspent funding was brought into the fund at the beginning of 2024. The projected net income of \$114,155 will be maintained in the fund balance, and reserved for future Natural Areas Management expenses.

#### **Natural Areas Management Projected 2024 Year-End Fund Balance**

Fund Balance 1/1/2024	\$470,720
Revenues in Excess of Expenditures	<u>114,155</u>
Fund Balance 12/31/2024	<u><u>\$584,875</u></u>

## Enterprise Fund

### Fund Description

The Enterprise Fund is a self-supporting fund established to account for all business-type operations of the Park Board including golf courses, concessions, ice arenas, permits and parking. Operating income from operations is reserved for capital rehabilitation, construction or improvements and debt service.

### Enterprise Fund by Service Area

	2023			2024			
	Actual		Percent Recognized	Current Budget	Actual As of 9/30	Percent Recognized	Projected Year-End
	Year End	As of 9/30					
<b>Golf</b>							
Revenues	\$9,228,460	\$8,395,683	91.0%	\$8,718,441	\$8,414,264	96.5%	\$9,319,207
Expenses	8,299,538	6,290,305	75.8%	7,947,338	7,101,850	89.4%	9,124,703
<b>Net Income</b>	<b>\$928,922</b>	<b>\$2,105,378</b>		<b>\$771,103</b>	<b>\$1,312,414</b>		<b>\$194,504</b>
<b>Use &amp; Events Permitting</b>							
Revenues	\$830,183	\$530,874	63.9%	\$1,334,312	\$676,142	50.7%	\$1,105,795
Expenses	954,977	790,864	82.8%	1,155,461	882,410	76.4%	1,123,365
<b>Net Income</b>	<b>(\$124,794)</b>	<b>(\$259,990)</b>		<b>\$178,851</b>	<b>(\$206,268)</b>		<b>(\$17,570)</b>
<b>Concessions</b>							
Revenues	\$1,422,691	\$1,040,337	73.1%	\$1,425,328	\$1,084,346	76.1%	\$1,466,723
Expenses	339,955	220,293	64.8%	474,045	315,188	66.5%	438,989
<b>Net Income</b>	<b>\$1,082,736</b>	<b>\$820,044</b>		<b>\$951,283</b>	<b>\$769,158</b>		<b>\$1,027,734</b>
<b>Parking</b>							
Revenues	\$2,300,507	\$1,966,873	85.5%	\$2,579,715	\$2,169,353	84.1%	\$2,537,333
Expenses	485,675	290,982	59.9%	771,854	385,389	49.9%	604,303
<b>Net Income</b>	<b>\$1,814,832</b>	<b>\$1,675,891</b>		<b>\$1,807,861</b>	<b>\$1,783,964</b>		<b>\$1,933,030</b>
<b>Ice Arenas</b>							
Revenues	\$1,528,445	\$1,143,765	74.8%	\$1,391,279	\$1,235,475	88.8%	\$1,620,155
Expenses	1,608,920	1,093,498	68.0%	1,381,920	1,248,670	90.4%	1,773,142
<b>Net Income</b>	<b>(\$80,475)</b>	<b>\$50,267</b>		<b>\$9,359</b>	<b>(\$13,195)</b>		<b>(\$152,987)</b>
<b>Sculpture Garden &amp; Cowles Conservatory</b>							
Revenues	\$217,323	\$190,270	87.6%	\$195,000	\$174,781	89.6%	\$218,450
Expenses	338,531	242,286	71.6%	386,090	239,984	62.2%	336,229
<b>Net Income</b>	<b>(\$121,208)</b>	<b>(\$52,016)</b>		<b>(\$191,090)</b>	<b>(\$65,203)</b>		<b>(\$117,779)</b>
<b>Water Works</b>							
Revenues	\$620,949	\$439,563	70.8%	\$320,000	\$333,830	104.3%	\$532,226
Expenses	482,904	309,240	64.0%	641,597	388,189	60.5%	555,605
<b>Net Income</b>	<b>\$138,045</b>	<b>\$130,323</b>		<b>(\$321,597)</b>	<b>(\$54,359)</b>		<b>(\$23,379)</b>

**Enterprise Fund by Service Area (Continued)**

	2023			2024			
	Actual		Percent Recognized	Current Budget	Actual As of 9/30	Percent Recognized	Projected Year-End
	Year End	As of 9/30					
<b>Total Operating Income</b>							
Revenues	\$16,148,558	\$13,707,366	84.9%	\$15,964,075	\$14,088,191	88.2%	\$16,799,889
Expenses	\$12,510,500	\$9,237,468	73.8%	\$12,758,305	\$10,561,680	82.8%	\$13,956,336
<b>Net Income</b>	<b>\$3,638,058</b>	<b>\$4,469,898</b>		<b>\$3,205,770</b>	<b>\$3,526,511</b>		<b>\$2,843,553</b>
<b>Non-Operating Revenue</b>							
Transfer	\$302,995	\$266,224	87.9%	\$0	\$0	0.0%	\$0
<b>Total Non-Operating Revenue</b>	<b>\$302,995</b>	<b>\$266,224</b>		<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Non-Operating Expenses</b>							
Improvements	\$5,017,993	\$3,785,092	75.4%	\$1,785,000	\$635,574	35.6%	\$1,588,935
MERF Payment	\$141,773	\$106,330	75.0%	\$141,773	\$106,330	75.0%	\$141,773
Debt Service	1,284,375	\$97,163	7.6%	\$1,278,500	\$81,725	6.4%	1,278,500
<b>Total Non-Operating Exp</b>	<b>\$6,444,141</b>	<b>\$3,988,585</b>		<b>\$3,205,273</b>	<b>\$823,629</b>		<b>\$3,009,208</b>
<b>Income after Non-Operating Expenses</b>	<b>(\$2,503,088)</b>	<b>\$747,537</b>		<b>\$497</b>	<b>\$2,702,882</b>		<b>(\$165,655)</b>

**Golf Operations**

Golf courses had an early start in 2024, opening during the winter. The spring and summer were rainy, impacting rounds played. However, fee increases instituted in 2024 have increased revenue over the same point in 2023. Golf courses have also been subject to inflation on goods and services and contract settlements, increasing expenses. To the end of 2024, golf operations is projected to have net income of \$194,504, under budget by \$576,599.

**Use & Events Permitting**

The number of permitted events returning to pre-pandemic levels, and the addition of large scale events like the Basilica Block Party have helped increase revenue above 2023 levels. To the end of 2024, Use & Events Permitting is projected to have a net loss of (\$17,570), under budget by \$196,421.

**Concessions**

Concessions are operating and business has returned to normal levels, although wet weather and storms have affected operations. To the end of 2024, concessions net income is projected to be \$1,027,734, exceeding budget by \$76,451.

**Parking**

Parking operations include revenue collection and maintenance of on-street single-space parking meters, multi space pay and display machines, patron parking permit sales and event parking. To the end of 2024, parking operations is projected to have net income of \$1,933,030, over budget by \$76,451.

**Ice Arenas**

Ice arena operations consist of the Parade and Northeast Ice Arenas. Ice Arena revenue and expenses are both projected to end the year over budget, with expenses continuing to be impacted by repair costs. To the end of 2024, ice arena operations is projected to have a net loss of (\$152,987), under budget by \$162,346.

**Sculpture Garden & Cowles Conservatory**

The Sculpture Garden revenue is from parking and events. To the end of 2024, the Sculpture Garden is projected to have a loss of (\$65,203), over budget by \$73,311.

**Water Works**

Water Works revenue is projected to exceed budget as the restaurant continues to be successful, but will be lower than 2023 due to a renegotiated contract with the vendor. Expenses are projected to be under budget, but higher than 2023 as more staff is hired and maintenance becomes more familiar with the needs of Water Works. To the end of 2024, Water Works is projected to have a net loss of (\$23,379), over budget by \$298,218.

**Enterprise Operating Income**

Operating income is the difference between operating revenues and operating expenses. Operating income in 2024 is projected to be \$2,843,553, under budget by \$362,217 due to increased expenses in Golf.

Operating income is used for facility improvements, debt service, and the MERF pension plan payment. Improvements planned for 2024 include Golf Simulators at Columbia, Gross Golf storage building, Ice Arenas Market and Feasibility Study, Golf Clubhouse and irrigation improvements, and emergency repairs.

**Enterprise Fund Projected 2024 Year-End Reserve for Renewal and Replacement**

Reserve Balance 1/1/2024	\$3,344,161
Expenditures in Excess of Revenues	<u>(165,655)</u>
Reserve Balance 12/31/2024	\$3,178,506

## Stormwater Enterprise Fund

### Fund Description

The Stormwater Enterprise Fund is a self-supporting fund established to account for MPRB stormwater operations. Stormwater operations provides water quality and stormwater monitoring in MPRB and City lakes and water bodies and education services to community members about the importance of water quality. It will also enhance management of the MPRB's portion of the storm sewer system and stormwater best management practices. These items are all associated with compliance with NPDES permit requirements on parkland.

	<b>2024</b>			
	<b>Current</b>	<b>Actual</b>	<b>Percent</b>	<b>Projected</b>
	<b>Budget</b>	<b>As of 9/30</b>	<b>Recognized</b>	<b>Year-End</b>
Revenues	\$1,324,000	\$995,654	75.2%	\$1,327,450
Expenses	1,324,000	587,781	44.4%	959,298
<b>Net Income</b>	<b>\$0</b>	<b>\$407,873</b>		<b>\$368,152</b>

### Stormwater Operations

A stormwater charge through the City of Minneapolis Stormwater Utility Fee provides revenue for the Stormwater Enterprise Fund. Stormwater expenses are projected to end the year under budget as staff is being hired and the program is being built.

### Fund Balance

The projected net income of \$368,152 will be maintained in the Stormwater Enterprise fund balance, and is reserved for future Stormwater Operations expenses.

### Enterprise Stormwater Operations Projected 2024 Year-End Fund Balance

Fund Balance 1/1/2024	\$0
Revenues in Excess of Expenditures	<u>368,152</u>
Fund Balance 12/31/2024	<u><u>\$368,152</u></u>

## Internal Service Funds

### Summary

The Internal Service Funds provide accounting for equipment fleet, information technology and self-insurance services to Park Board departments.

	2023			2024			
	Actual		Percent Recognized	Current Budget	Actual As of 9/30	Percent Recognized	Projected Year-End
	Year End	As of 9/30					
<b>Equipment</b>							
Revenues	\$6,538,165	\$5,028,326	76.9%	\$6,435,276	\$4,776,871	74.2%	\$6,477,258
Expenses	\$6,813,271	\$5,472,748	80.3%	\$6,435,276	\$4,857,708	75.5%	6,692,744
<b>Net Income</b>	<b>(\$275,106)</b>	<b>(\$444,422)</b>		<b>\$0</b>	<b>(\$80,837)</b>		<b>(\$215,486)</b>
<b>Information Technology Services</b>							
Revenues	\$2,807,280	\$2,105,289	75.0%	\$3,083,542	\$2,312,657	75.0%	\$3,083,542
Expenses	\$2,795,550	\$2,257,416	80.8%	\$3,137,542	\$2,191,333	69.8%	3,101,643
<b>Net Income</b>	<b>\$11,730</b>	<b>(\$152,127)</b>		<b>(\$54,000)</b>	<b>\$121,324</b>		<b>(\$18,101)</b>
<b>Self-Insurance</b>							
Revenues	\$2,483,226	\$1,708,177	68.8%	\$2,039,000	\$1,619,467	79.4%	\$2,129,217
Expenses	\$3,606,532	\$1,408,145	39.0%	\$2,039,000	\$1,105,486	54.2%	1,949,560
<b>Net Income</b>	<b>(\$1,123,306)</b>	<b>\$300,032</b>		<b>\$0</b>	<b>\$513,981</b>		<b>\$179,657</b>

### Equipment

Equipment rental is charged to Park Board departments for use of equipment owned by the Park Board. Equipment is becoming more available (at higher prices), and delayed purchases continue to be caught up. Expenses are expected to end the year over budget due to equipment orders from 2022 and 2023 now being received. At the end of 2023 the equipment reserve balance was \$2.2 million. The projected 2024 year-end equipment reserve balance is \$2.0 million.

### Information Technology Services

Park Board departments are charged an annual fee for the use and service of computer workstations and access to the Park Board network. Equipment purchases are expected in the final quarter of 2024. At the end of 2023 the Information Technology Services equipment reserve balance was \$798,891. The projected 2024 year-end Information Technology Services equipment reserve balance is \$780,790.

### Self-Insurance

Self-Insurance premiums are collected from Park Board departments to fund activities including workers compensation; property, fire and vandalism insurance; and general, automotive and police professional liability. Self-Insurance revenues are expected to end the year at budget while expenses are expected to end the year under budget, although expenses are dependent on the number and amount of claims paid out. At the end of 2023 the Self-Insurance net asset balance was \$6.6 million. The projected 2024 year-end Self-Insurance net asset balance is \$6.7 million.

**Equipment Services Equipment Reserve Balance**

The Internal Service Fund equipment reserve at year-end 2023 was \$2.2 million. During 2024, expenditures are projected to exceed revenues by \$215,486, leaving the equipment reserve balance at \$2.0 million.

<b>2024 Projected Internal Service Fund Year-End Equipment Reserve Balance</b>
--

<b>Working Capital January 1, 2024</b>	<b>\$2,234,037</b>
Equipment Services expenditures in excess of revenues	(215,486)
<b>Working Capital December 31, 2024</b>	<b>\$2,018,551</b>

**Information Technology Services Equipment Reserve Balance**

The Internal Service Fund information technology services equipment reserve at year-end 2023 was \$798,891. During 2024, expenses are projected to exceed revenues by \$18,101, leaving the equipment reserve balance at \$780,790.

<b>2024 Projected Internal Service Fund Year-End Information Technology Equipment Reserve Balance</b>
---

<b>Working Capital January 1, 2024</b>	<b>\$798,891</b>
ITS expenditures in excess of revenues	(18,101)
<b>Working Capital December 31, 2024</b>	<b>\$780,790</b>

**Self-Insurance Fund Net Asset Balance**

The Self-Insurance Fund net asset balance at year-end 2023 was \$6.6 million. During 2024, revenues are projected to exceed expenses by \$179,657, increasing the net asset balance to \$6.7 million.

<b>2024 Projected Self Insurance Fund Year-End Net Asset Balance</b>
--

<b>Working Capital January 1, 2024</b>	<b>\$6,556,949</b>
Self Insurance Fund revenue in excess of expenditures	179,657
<b>Working Capital December 31, 2024</b>	<b>\$6,736,606</b>



## Resolution 2024-262

### **RESOLUTION APPROVING AN AMENDED JOINT POWERS AGREEMENT, INCLUDING CHANGING THE NAME TO A COOPERATIVE AGREEMENT, BETWEEN THE MINNEAPOLIS PARK AND RECREATION BOARD, THE CITY OF MINNEAPOLIS, AND THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY FOR THE MIDTOWN GREENWAY, PENDING DESIGNATION AS A METROPOLITAN PARKS REGIONAL TRAIL**

Whereas, The Minneapolis Park and Recreation Board (MPRB) is the steward of the Minneapolis park and trail system;

Whereas, MPRB is identified by the Metropolitan Council (The Council) as the Implementing Agency responsible for regional parks and trails within Minneapolis;

Whereas, The Council established the Midtown Greenway as a Regional Trail Search Corridor in the 2040 Regional Parks Policy Plan, adopted in 2020;

Whereas, Hennepin County Regional Railroad Authority (HCRRA) or the City of Minneapolis (City), depending on the trail segment, is the underlying landowner of the Midtown Greenway and the City operates the trail;

Whereas, MPRB launched a regional trail planning process in 2022 to fulfill an administrative requirement to bring the Midtown Greenway into the regional park system;

Whereas, A Joint Powers Agreement (JPA) between owner, operator, and implementing agency is required, in addition to a long-range plan, for regional status approval by the Metropolitan Council;

Whereas, On March 20, 2024, the Board of Commissioners approved a JPA between the MPRB, the City, and the HCRRA for the Midtown Greenway pending designation as a Metropolitan Parks regional trail;

Whereas, Moving through the City and HCRRA approval processes resulted in amendments to the approved JPA;

Whereas, One of the amendments is for the JPA to be titled a Cooperative Agreement;

Whereas, The amendments to the approved JPA align with the general content and intent in the JPA as approved by the Board of Commissioners;



Whereas, The amended version of the JPA is that which was approved by the City and the HCRRA; and

Whereas, This resolution is supported in Parks for All, the MPRB Comprehensive Plan 2021-2036, under Goal 4: “Work from our strengths and determine our role in partnerships” and Goal 5: “Expand focus on health equity;”

RESOLVED, That the Board of Commissions approves an amended Joint Powers Agreement, including changing the name to a Cooperative Agreement, between the Minneapolis Park and Recreation Board, the City of Minneapolis, and the Hennepin County Regional Railroad Authority for the Midtown Greenway, pending designation as a Metropolitan Parks Regional Trail; and

RESOLVED, That the President and Secretary of the Board are authorized to take all necessary administrative actions to implementation this resolution.



TO: Minneapolis Park and Recreation Board

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 4 December 2024

SUBJECT: RESOLUTION APPROVING AN AMENDED JOINT POWERS AGREEMENT, INCLUDING CHANGING THE NAME TO A COOPERATIVE AGREEMENT, BETWEEN THE MINNEAPOLIS PARK AND RECREATION BOARD, THE CITY OF MINNEAPOLIS, AND THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY FOR THE MIDTOWN GREENWAY, PENDING DESIGNATION AS A METROPOLITAN PARKS REGIONAL TRAIL

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## **BACKGROUND**

On March 20, 2024, the Board of Commissioners approved a Joint Powers Agreement (JPA) between the City of Minneapolis (City), the Hennepin County Regional Railroad Authority (HCRRA), and the Minneapolis Park and Recreation Board (MPRB). Approval of this JPA advanced concurrently through the City and the HCRRA approval process. In moving through those approval processes, some amendments were made to the JPA that was approved by the Board on March 20, 2024. These amendments align with the general content and intent in the approved JPA. However, staff believe that the changes are substantial enough to require further Board action. The changes focus on providing additional clarification and details primarily related to agency responsibilities, coordination, and communication. Some language has also either been consolidated or may have been relocated to better connect to some of the additional language. A summary of changes includes:

- Addition of an Operations Committee for coordination
- Additional details under Duties and Responsibilities
- Consolidation of termination language
- Addition of a Coordinate Communications section
- Agreement name change
- Exhibit A update

This action considers approving an amended JPA, (*Attachment A*), between the City, HCRRA, and MPRB for the Midtown Greenway, pending designation as a regional trail. The amended JPA that is being considered in this action has been approved through the City and the HCRRA approval process. An approved agreement by owner, operator, and implementing agency is a requirement for advancing a regional trail application to the Metropolitan Council for the



Midtown Greenway, in addition to the long-term regional trail plan. If the amended JPA were not to be approved or substantially amended through this approvals process, it may require additional discussion and another round of approvals by the City and the HCRRA, which would delay the process to bring the Midtown Greenway into the regional park and trail system.

The amended Joint Powers Agreement has been reviewed and approved by legal counsel as to form and content.

## **PREVIOUS BOARD ACTIONS**

March 20, 2024                      Resolution 2024-61: RESOLUTION APPROVING A JOINT POWERS AGREEMENT BETWEEN THE MINNEAPOLIS PARK AND RECREATION BOARD, THE CITY OF MINNEAPOLIS, AND THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY FOR THE MIDTOWN GREENWAY PENDING DESIGNATION AS A METROPOLITAN PARKS REGIONAL TRAIL

## **RECOMMENDATION**

Staff recommends that the Board of Commissions approve an amended Joint Powers Agreement, including changing the name to a Cooperative Agreement, between the Minneapolis Park and Recreation Board, the City of Minneapolis, and the Hennepin County Regional Railroad Authority for the Midtown Greenway, pending designation as a Metropolitan Parks Regional Trail pending designation as a Metropolitan Parks Regional Trail.

This action is supported by the following goals and strategies in Parks for All, the MPRB Comprehensive Plan, 2021-2036:

### **Goal:**

- 04. Work from our strengths and determine our role in partnerships
- 05. Expand focus on health equity

### **Strategy:**

- 4.8: Create system-wide connections to and through parks for pedestrians, cyclists, and transit riders based on master plans and in collaboration with agency partners.
- 5.3: Support year-round, multimodal, vehicular, non-motorized, and shared mobility options that create safe recreation and commuter access to and through parks and the Grand Rounds through infrastructure, filling trail gaps, traffic calming, maintenance, promotion, crash reduction, and education on trail protocols.

### **Attachments:**

Attachment A – Amended Joint Powers Agreement Between MPRB, City, and HCRRA for Midtown Greenway

ARA: 11/22/24 2:00 PM  
MJS: 11/25/2024 11:50 AM  
*Jbr 12.4.2024*

**JOINT POWERS COOPERATIVE AGREEMENT**

The parties to this agreement (“Agreement”) are the Hennepin County Regional Railroad Authority (HCRRA), the City of Minneapolis (City), and the City of Minneapolis, acting by and through its Park and Recreation Board (MPRB) (hereinafter collectively “the Parties”).

**Purpose**

This is a ~~joint powers~~cooperative agreement pursuant to Minn. Stat. § 471.59. The purpose of this agreement is to set forth the roles of the HCRRA, the City, and the MPRB with respect to the Midtown Greenway if it receives designation as a Metropolitan Parks Regional Trail pursuant to an adopted Midtown Greenway Regional Trail Plan.

**Recitals**

- A. The Midtown Greenway (“Greenway”) is a recreational trail for pedestrians, bicyclists, in-line skaters, and other non-motorized recreational uses, which is primarily on land owned by the HCRRA and currently maintained by the City pursuant to a permit agreement between the HCRRA and the City (the “Permit Agreement”, attached hereto as Exhibit B). The Greenway also encompasses land owned by the City and by the MPRB.
- B. The Parties seek to designate the Greenway as a Metropolitan Parks Regional Trail as determined by the Metropolitan Council pursuant to Minn. Stat. § 473.147. Obtaining the designation for the Greenway as a Regional Trail is necessary to access state and regional park and trail funds for the Greenway.
- C. The Parties intend that such funding be used for user-friendly, lower-cost and less capital-intensive amenities related to the Greenway (“Trailside Amenity”), including but not limited to wayfinding, drinking fountains, portable restroom enclosures, picnic tables, and ~~community gardens~~landscaping, and sustainability improvements.
- D. Upon designation of the Greenway as a Regional Trail, this ~~Joint Powers~~ Agreement, together with the Permit Agreement and other relevant agreements among the Parties, will govern the roles of each of the Parties with respect to the Trailside Amenities.

**Now, therefore, the Parties agree as follows:**

- 1. ~~Term: The term of this~~ This Agreement shall be effective when fully executed by the Parties and shall continue for as long as the Greenway remains in the Metropolitan Parks Regional Park and Trail System, unless otherwise terminated pursuant to this Agreement. ~~Should any party decide to terminate their involvement in this agreement, it must provide 180-~~

day notice to the other parties in the agreement. Upon dissolution of this agreement, any amenity paid for with regional funding, on City or HCRRA land, that have not reached the end of their lifespan must remain until the end of its lifespan (see Exhibit C).

## 2. Operations Committee.

2.1 Membership. Each of the Parties shall appoint a representative to an Operations Committee. Operations Committee members shall be the Superintendent of the MPRB and/or designees, the City of Minneapolis Director of Public Works and/or designees, and HCRRA's Executive Director and/or designees.

2.2 Operations Committee duties. The Committee shall meet at least once annually at dates and times agreed upon by the Parties to discuss:

- a. Approval of the type, design review, funding, installation, maintenance, and ownership of any Trailside Amenity, as required by Section 3.1.2(c). Approval cannot be granted without agreements for maintenance and ownership.
- b. Recommendation of modifications to this Agreement, if any.
- c. Other operational discussion items.

## 23. Duties and Responsibilities

### 2.1 — All Parties

~~2.1.1~~ All Parties shall approve the type, design review, funding, installation, maintenance, and ownership of any Trailside Amenity, as defined in Section 2.2 below, prior to installation of a Trailside Amenity. If no Party agrees to maintain a Trailside Amenity, it will not be implemented.

### 2.23.1 MPRB

~~2.2.13.1.1~~ The MPRB shall receive from the Metropolitan Council any funding for capital purposes based upon the designation of the Greenway as a Regional Trail.

~~2.2.23.1.2~~ The MPRB shall dedicate a portion of these funds through its capital improvement program to the Trailside Amenities identified in the Midtown Greenway Regional Trail Plan (attached hereto as Exhibit A), subject to the following requirements:

- a. As a regional facility, the Midtown Greenway shall be allocated regional parks and trails capital funds, calculated as an average across any given six-year capital improvement plan cycle, as defined in PB 18-3. Allocations to specific parks shall be determined based on a criteria-based equity ranking, calculated as defined in PB 18-4.

~~a.b.~~ Trailside Amenity shall consist of ~~W~~wayfinding, landscaping, and sustainability improvements, or shall be located in an Amenity Zone, as those terms are defined and depicted in Exhibit A.

~~b.c.~~ Trailside Amenities funded pursuant to this Agreement are subject to the approval of ~~all parties~~the Operations Committee as provided in Section ~~2.1.1.2.2(a)~~.

~~e.d.~~ No Trailside Amenity shall be installed on the land of a Party without the consent of that Party.

~~2.2.33.1.3~~ The MPRB shall construct the Trailside Amenities it designates for funding using Metropolitan Council funds and shall secure all permits necessary for such construction.

~~2.2.43.1.4~~ The MPRB shall own and maintain Trailside Amenities constructed on land owned by the MPRB, and all park assets within areas designated by MPRB as neighborhood park areas within the regional boundary.

~~2.2.53.1.5~~ MPRB shall administer park counts along the trail for the annual use estimate for Metropolitan Council in coordination with agency partners.

### ~~2.33.2~~ **HCRRA and the City**

~~2.3.13.2.1~~ HCRRA and the City shall provide for the continued maintenance and operation of the Greenway as provided in the Permit Agreement, any future amendments thereto, and/or any related future agreements.

~~2.3.23.2.2~~ Each of HCRRA and the City shall provide for the ownership and maintenance of any Trailside Amenities located on land it owns through a permit or other formal agreement process.

~~2.3.33.2.3~~ To the extent that HCRRA or the City possesses any trail use data, including counts for any permitted special events, it shall provide such data to MPRB upon request, in a timely fashion. MPRB will submit this data to Metropolitan Council for the development of the annual use estimate report.

~~2.3.43.2.4~~ ~~Notify all Parties~~Each of HCRRA and the City shall notify the Operations Committee of any ownership or operations changes in a timely fashion.

~~3.4.~~ **Consideration.** The obligations of the Parties under this agreement form valuable consideration for the activities encompassed under the agreement.

~~4.5.~~ **Independent Relationship.** HCRRA, the City, and MPRB are independent entities in performing any action or discharging any obligation under this agreement. No manager, officer,

employee, representative, agent, contractor, or consultant of any party acts in any respect as the agent or representative of another. Nothing in this agreement constitutes the agreement of any party to be liable for an act of omission of another within the meaning of Minnesota Statutes § 471.59, subdivision 1a(a). This agreement does not create a joint powers board under Minnesota Statutes § 471.59, subdivision 11.

**5.6. Dispute Resolution.** In the event any Party believes that there has been an incorrect interpretation of a term or condition of this Agreement, another Party has failed to perform an obligation under this Agreement, or there has otherwise been a violation of this Agreement, the dispute shall be directed to ~~all Parties~~ the Operations Committee for resolution.

**6.7. Liability and Indemnification.** Each ~~party~~ Party shall be responsible for its own acts and the results thereof and not for the acts of the other ~~party~~ Parties. Each Party shall defend, indemnify, and hold harmless the other Parties, their present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the indemnifying party, its contractors, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions they may be liable in the performance of this Agreement, and against all loss by reason of the failure of the indemnifying party to perform any obligation under this Agreement. Liability of each Party is governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law. Nothing herein shall be construed as a waiver by either party of any of the immunities and limitations to which either party may be entitled pursuant to Minnesota Statutes, or pursuant to any other state or federal law, rule, or regulation. Each party agrees to promptly notify the other party if it becomes aware of any potential claims arising out of the services to be provided under this Agreement.

**7.8. Effective Date and Termination.** ~~This Agreement is effective when fully executed by the Parties. It may be terminated by any Party upon 180~~ 90- days written notice to the other Parties. Upon termination of this Agreement, any amenities paid for with regional funding, on City or HCRRA land, that have not reached the end of their lifespan must remain until the end of their lifespan (see Exhibit C) or be relocated in the vicinity. All obligations vesting before the expiration of this Agreement, specifically including but not limited to ~~Trailside Amenities~~ Sections 3.1.4, 3.2.2, 8, 11, and 12 shall survive termination.

**8.9. Notice.** Any written communication required under this agreement shall be addressed to the other Parties as follows, except that each Parties may change its address for notice by so notifying the other Parties in writing:

**Hennepin County Regional Railroad Authority:** HCRRA Deputy Executive Director  
300 South Sixth Street, Suite A2303  
Minneapolis, MN 55487

**City of Minneapolis:** City of Minneapolis Department of Public Works  
Attn: Director of Public Works  
City Hall, Room 203

350 S. 5<sup>th</sup> St  
Minneapolis, MN 55415

**Minneapolis Park & Recreation Board:** MPRB Superintendent  
2117 West River Road  
Minneapolis, MN 55411

**9.10. Assignment, Amendments, and Waiver**

**9.10.1** *Assignment.* No party to this Agreement may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and an assignment agreement, executed and approved by the same Parties who executed and approved this Agreement or their successors in office.

**9.210.2** *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Agreement or their successors in office.

**9.310.3** *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or its rights to enforce it.

**10.11. Future Transportation Purposes.** The Parties acknowledge that much of the Greenway is located on property acquired by HCRRA for transportation purposes including future rail transit use. Nothing in this Agreement shall prevent or limit the ability of HCRRA from relocating or modifying the trail within the corridor as HCRRA deems appropriate or necessary to accommodate such future transportation purposes.

**11.12. Government Data Practices.** The Parties 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 each Party under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the State or the Parties.

**13. Coordinate Communications.** The Parties shall coordinate in creating any press releases, informational brochures, other publicity materials, or responses to media inquiries regarding the Trailside Amenities.

**12.14. Recitals Incorporated.** The recitals above are incorporated as binding terms of this agreement.

This AGREEMENT is hereby executed by the duly authorized representatives of the parties.

**MINNEAPOLIS PARK & RECREATION BOARD**

By: \_\_\_\_\_  
Its: President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Secretary

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for the Minneapolis Park & Recreation Board

**CITY OF MINNEAPOLIS**

**APPROVED:**

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

Finance Officer or Designee

Date: \_\_\_\_\_

**REVIEWED BY  
THE CITY ATTORNEY'S OFFICE:**

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

Assistant/City Attorney

Date: \_\_\_\_\_

**APPROVED:**

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

Department Head Responsible for  
Contract Monitory for this Contract

Date: \_\_\_\_\_

**HCRRA BOARD APPROVAL**

**HENNEPIN COUNTY REGIONAL RAILROAD  
AUTHORITY**

Reviewed by the County  
Attorney's Office

\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MINNESOTA

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

Chair of Its Board

Date: \_\_\_\_\_

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

Deputy/Clerk of County Board

Date: \_\_\_\_\_

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

Executive Director

Date: \_\_\_\_\_

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

Deputy Executive Director

Date: \_\_\_\_\_

Recommended for Approval:

\_\_\_\_\_  
Assistant Director, Transportation Project Delivery

Date: \_\_\_\_\_

*Exhibits to be inserted:*

Exhibit A: ~~Draft~~ Regional Trail Plan Maps

Exhibit B: Operations Permits between HCRRA and City

Exhibit C: Trailside Amenities Lifespan

FIGURE 13: SEGMENT 1 - MIDTOWN GREENWAY REGIONAL TRAIL



**KEY**

- |  |         |  |   |
|--|---------|--|---|
| SHARED USE TRAIL                         | —       | EXISTING ACCESS POINTS                         | ● |
| SHARED USE TRAIL - PROPOSED EXTENSION    | - - -   | EXISTING PUBLIC ART                            | ● |
| REGIONAL TRAIL BOUNDARY                  | - - - - | PROPOSED IMPROVEMENTS:                         |   |
| OTHER BIKEWAY                            | - - - - | WAYFINDING                                     | ● |
| PARCEL BOUNDARY                          | - - - - | SAFETY/ACCESSIBILITY                           | ● |
| STREETS                                  | —       | TRANSIT CONNECTIVITY                           | ● |
| HCRRA PROPERTY IN REGIONAL BOUNDARY      | ■       | AMENITY ZONES                                  | ○ |
| HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY | ■       | ECOLOGICAL ENHANCEMENT AREAS:                  |   |
| MPRB PROPERTY                            | ■       | PRAIRIE PLANTING                               | ■ |
| MET COUNCIL PROPERTY                     | ■       | SAVANNA PLANTING                               | ■ |
| CITY OF MINNEAPOLIS PROPERTY             | ■       | ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS | ■ |
| WATER BODY                               | ■       |  |   |
| BUILDINGS                                | ■       |  |   |

**FIGURE 14: SEGMENT 2 - MIDTOWN GREENWAY REGIONAL TRAIL**



Esri Community Maps Contributors, City of Minneapolis, Metropolitan Council, MetroGIS, Three Rivers Park District, © OpenStreetMap, Microsoft, Esri, F.L.L.L., Garmin, SafeGraph, GeoTechnologies, Inc, MET/UNASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NASA, CGAR, N Robinson, NZ EA, Esri.com, NLS, OS, NMA, Geocastatysreisen, Rijkswaterstaat, OSA, Geoland, FEMA, Intermap and the G3 user community

**KEY**

- |  |  |   |
|--|--|---|
| SHARED USE TRAIL                         | EXISTING ACCESS POINTS                         | ● |
| SHARED USE TRAIL - PROPOSED EXTENSION    | EXISTING PUBLIC ART                            | ● |
| REGIONAL TRAIL BOUNDARY                  | PROPOSED IMPROVEMENTS:                         | ● |
| OTHER BIKEWAY                            | WAYFINDING                                     | ● |
| PARCEL BOUNDARY                          | SAFETY/ACCESSIBILITY                           | ● |
| STREETS                                  | TRANSIT CONNECTIVITY                           | ● |
| HCRAA PROPERTY IN REGIONAL BOUNDARY      | AMENITY ZONES                                  | ○ |
| HCRAA PROPERTY OUTSIDE REGIONAL BOUNDARY | ECOLOGICAL ENHANCEMENT AREAS:                  | ○ |
| MPRB PROPERTY                            | PRAIRIE PLANTING                               | ▨ |
| MET COUNCIL PROPERTY                     | SAVANNA PLANTING                               | ▨ |
| CITY OF MINNEAPOLIS PROPERTY             | ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS | ▨ |
| WATER BODY                               |  |   |
| BUILDINGS                                |  |   |

**FIGURE 15: SEGMENT 3 - MIDTOWN GREENWAY REGIONAL TRAIL**



PRAIRIE PLANTING AREA: NORTH SIDE OF TRAIL, HENNEPIN TO GIRARD

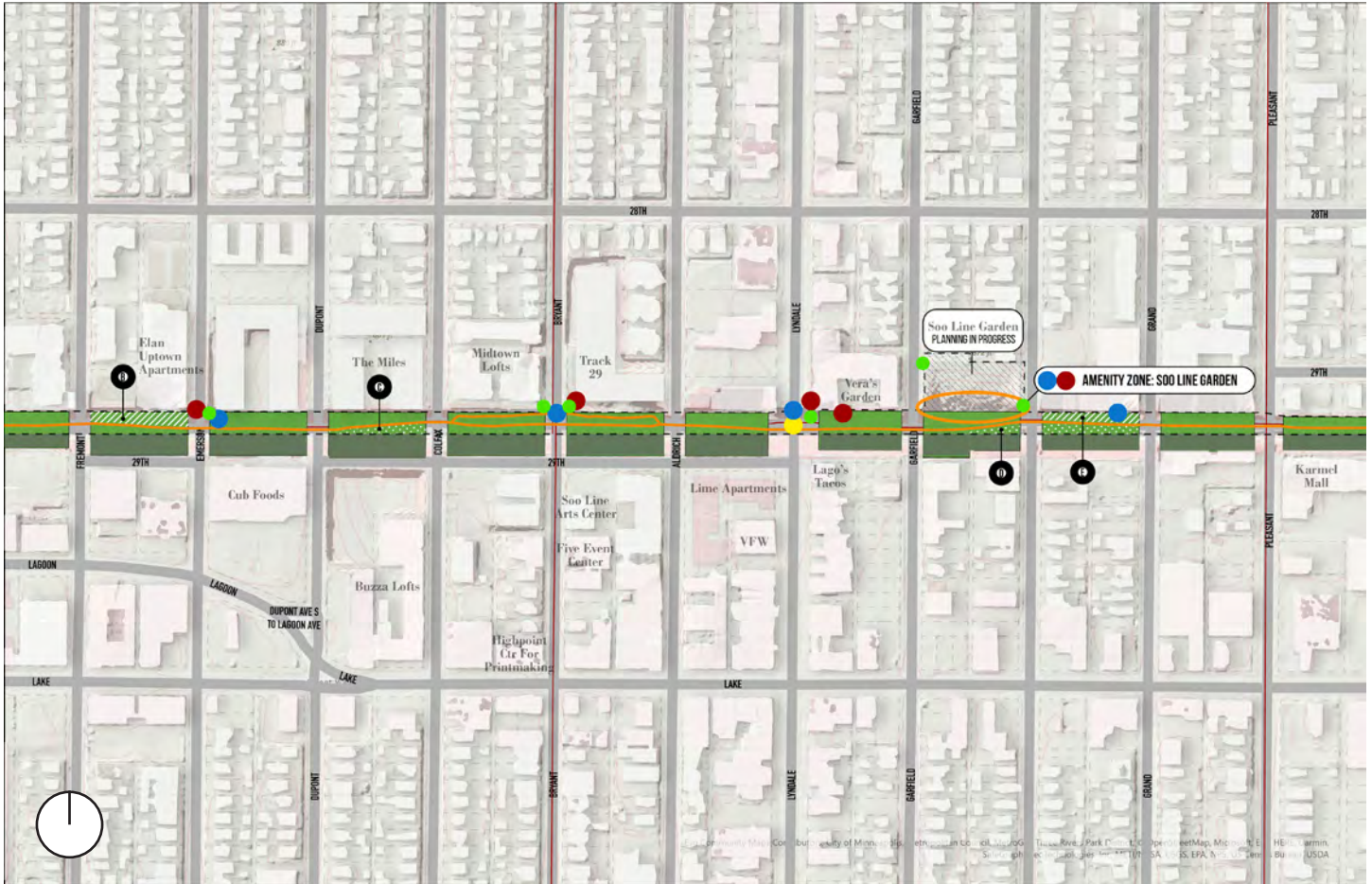


SAVANNA PLANTING AREA: NORTH SIDE OF TRAIL, FREMONT TO EMERSON

**KEY**

- SHARED USE TRAIL
  - SHARED USE TRAIL - PROPOSED EXTENSION
  - REGIONAL TRAIL BOUNDARY
  - OTHER BIKEWAY
  - PARCEL BOUNDARY
  - STREETS
  - HCRRA PROPERTY IN REGIONAL BOUNDARY
  - HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY
  - MPRB PROPERTY
  - MET COUNCIL PROPERTY
  - CITY OF MINNEAPOLIS PROPERTY
  - WATER BODY
  - BUILDINGS
- EXISTING ACCESS POINTS
  - EXISTING PUBLIC ART
  - PROPOSED IMPROVEMENTS:
    - WAYFINDING
    - SAFETY/ACCESSIBILITY
    - TRANSIT CONNECTIVITY
    - AMENITY ZONES
    - ECOLOGICAL ENHANCEMENT AREAS:
      - PRAIRIE PLANTING
      - SAVANNA PLANTING
    - ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS

**FIGURE 16: SEGMENT 4 - MIDTOWN GREENWAY REGIONAL TRAIL**



**KEY**

- SHARED USE TRAIL —
- SHARED USE TRAIL - PROPOSED EXTENSION - - -
- REGIONAL TRAIL BOUNDARY - - -
- OTHER BIKEWAY —
- PARCEL BOUNDARY - - -
- STREETS —
- HCRRA PROPERTY IN REGIONAL BOUNDARY █
- HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY █
- MPRB PROPERTY █
- MET COUNCIL PROPERTY █
- CITY OF MINNEAPOLIS PROPERTY █
- WATER BODY █
- BUILDINGS █
- EXISTING ACCESS POINTS ●
- EXISTING PUBLIC ART ●
- PROPOSED IMPROVEMENTS:
- WAYFINDING ●
- SAFETY/ACCESSIBILITY ●
- TRANSIT CONNECTIVITY ●
- AMENITY ZONES ○
- ECOLOGICAL ENHANCEMENT AREAS:
- PRAIRIE PLANTING ○
- SAVANNA PLANTING ▨
- ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS ▨



PRAIRIE PLANTING AREA: SOUTH SIDE OF TRAIL, DUPONT TO COLFAX

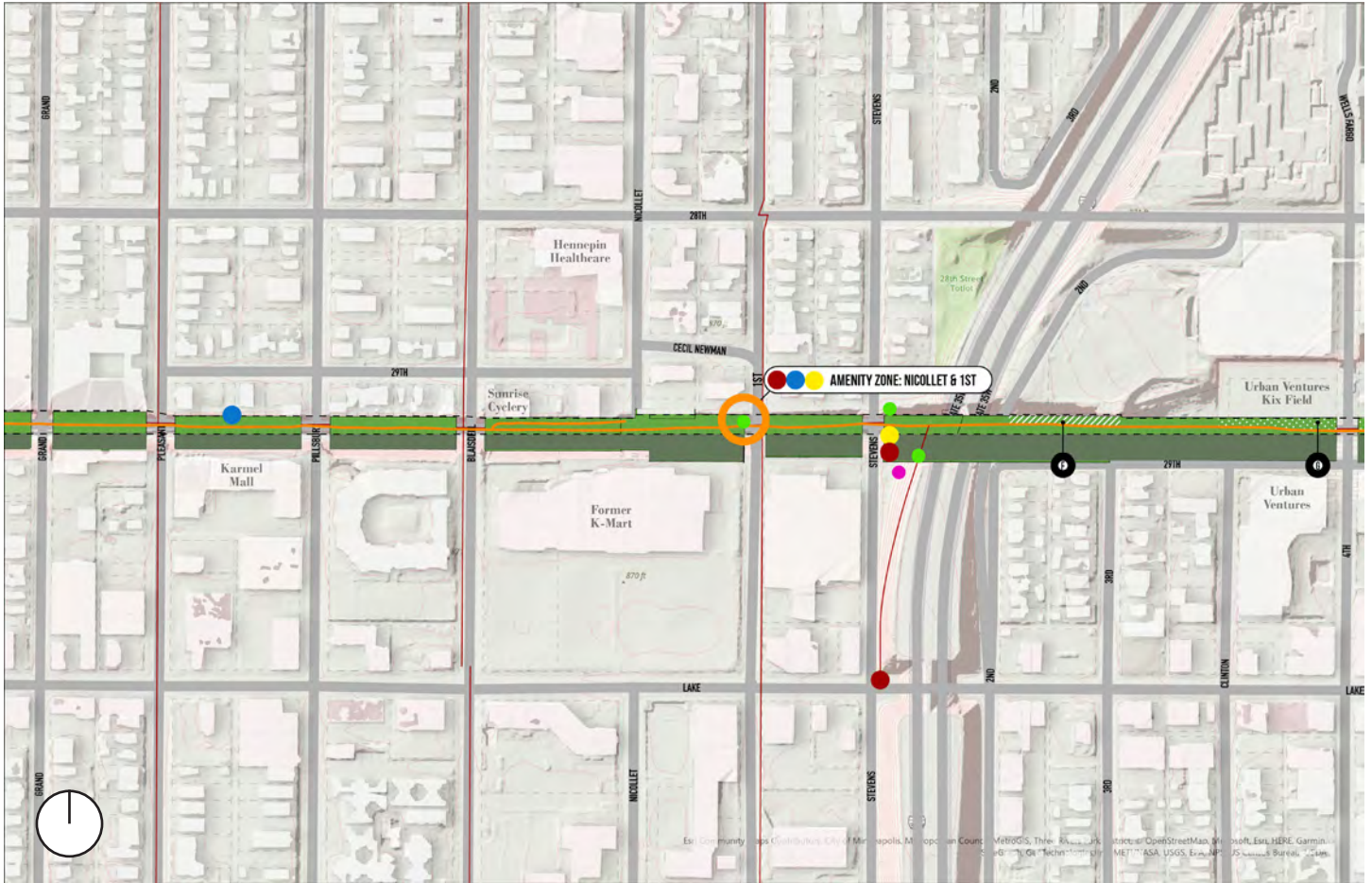


PRAIRIE PLANTING AREA: SOUTH SIDE OF TRAIL, GARFIELD TO GRAND



SAVANNA PLANTING AREA: NORTH SIDE OF TRAIL, HARRIET TO GRAND

**FIGURE 17: SEGMENT 5 - MIDTOWN GREENWAY REGIONAL TRAIL**



SAVANNA PLANTING AREA: NORTH SIDE OF TRAIL, 2ND TO 3RD

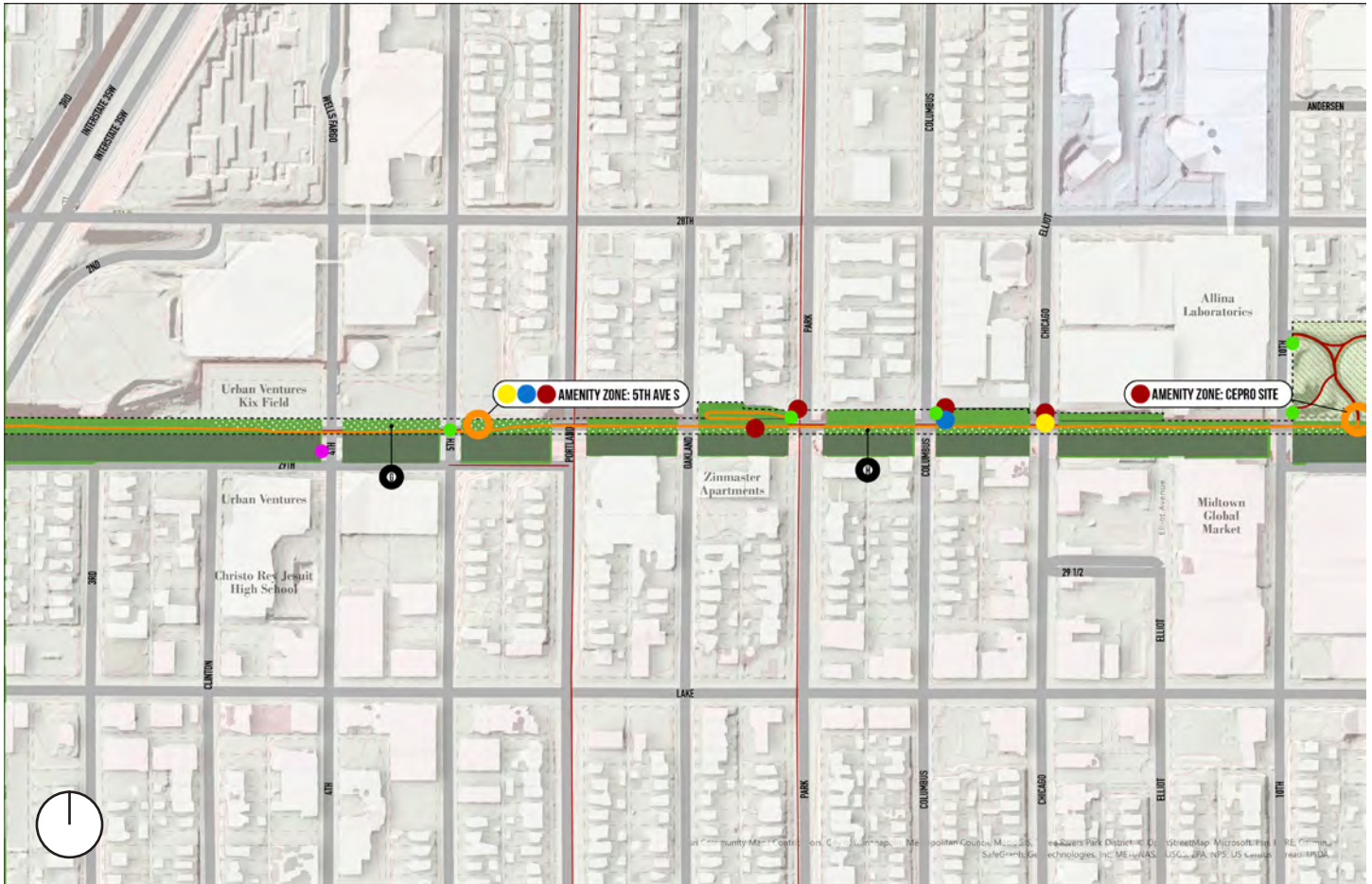


PRAIRIE PLANTING AREA: NORTH SIDE OF TRAIL, CLINTON TO PORTLAND

**KEY**

- SHARED USE TRAIL
  - SHARED USE TRAIL - PROPOSED EXTENSION
  - REGIONAL TRAIL BOUNDARY
  - OTHER BIKEWAY
  - PARCEL BOUNDARY
  - STREETS
  - HCRRA PROPERTY IN REGIONAL BOUNDARY
  - HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY
  - MPRB PROPERTY
  - MET COUNCIL PROPERTY
  - CITY OF MINNEAPOLIS PROPERTY
  - WATER BODY
  - BUILDINGS
- EXISTING ACCESS POINTS
  - EXISTING PUBLIC ART
  - PROPOSED IMPROVEMENTS:
    - WAYFINDING
    - SAFETY/ACCESSIBILITY
    - TRANSIT CONNECTIVITY
  - AMENITY ZONES
  - ECOLOGICAL ENHANCEMENT AREAS:
    - PRAIRIE PLANTING
    - SAVANNA PLANTING
  - ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS

**FIGURE 18: SEGMENT 6 - MIDTOWN GREENWAY REGIONAL TRAIL**



PRAIRIE PLANTING AREA: SOUTH SIDE OF TRAIL, 5TH TO 13TH

**KEY**

- SHARED USE TRAIL
  - SHARED USE TRAIL - PROPOSED EXTENSION
  - REGIONAL TRAIL BOUNDARY
  - OTHER BIKEWAY
  - PARCEL BOUNDARY
  - STREETS
  - HCRA PROPERTY IN REGIONAL BOUNDARY
  - HCRA PROPERTY OUTSIDE REGIONAL BOUNDARY
  - MPRB PROPERTY
  - MET COUNCIL PROPERTY
  - CITY OF MINNEAPOLIS PROPERTY
  - WATER BODY
  - BUILDINGS
- EXISTING ACCESS POINTS
  - EXISTING PUBLIC ART
  - PROPOSED IMPROVEMENTS:
    - WAYFINDING
    - SAFETY/ACCESSIBILITY
    - TRANSIT CONNECTIVITY
  - AMENITY ZONES
  - ECOLOGICAL ENHANCEMENT AREAS:
    - PRAIRIE PLANTING
    - SAVANNA PLANTING
  - ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS

**FIGURE 19: SEGMENT 7 - MIDTOWN GREENWAY REGIONAL TRAIL**



SAVANNA PLANTING AREA: NORTH SIDE OF TRAIL, 11TH TO 13TH



SAVANNA PLANTING AREA: NORTH SIDE OF TRAIL, EAST SIDE OF 14TH

**KEY**

- SHARED USE TRAIL
  - SHARED USE TRAIL - PROPOSED EXTENSION
  - REGIONAL TRAIL BOUNDARY
  - OTHER BIKEWAY
  - PARCEL BOUNDARY
  - STREETS
  - HCRRA PROPERTY IN REGIONAL BOUNDARY
  - HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY
  - MPRB PROPERTY
  - MET COUNCIL PROPERTY
  - CITY OF MINNEAPOLIS PROPERTY
  - WATER BODY
  - BUILDINGS
- EXISTING ACCESS POINTS
  - EXISTING PUBLIC ART
  - PROPOSED IMPROVEMENTS:
    - WAYFINDING
    - SAFETY/ACCESSIBILITY
    - TRANSIT CONNECTIVITY
    - AMENITY ZONES
    - ECOLOGICAL ENHANCEMENT AREAS:
      - PRAIRIE PLANTING
      - SAVANNA PLANTING
    - ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS



SAVANNA PLANTING AREA: NORTH SIDE OF TRAIL, 17TH TO 18TH

**FIGURE 20: SEGMENT 8 - MIDTOWN GREENWAY REGIONAL TRAIL**



**KEY**

- SHARED USE TRAIL —
- SHARED USE TRAIL - PROPOSED EXTENSION - - -
- REGIONAL TRAIL BOUNDARY - - - -
- OTHER BIKEWAY —
- PARCEL BOUNDARY - - - -
- STREETS —
- HCRRA PROPERTY IN REGIONAL BOUNDARY —
- HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY —
- MPRB PROPERTY —
- MET COUNCIL PROPERTY —
- CITY OF MINNEAPOLIS PROPERTY —
- WATER BODY —
- BUILDINGS —
- EXISTING ACCESS POINTS ●
- EXISTING PUBLIC ART ●
- PROPOSED IMPROVEMENTS:
- WAYFINDING ●
- SAFETY/ACCESSIBILITY ●
- TRANSIT CONNECTIVITY ●
- AMENITY ZONES ○
- ECOLOGICAL ENHANCEMENT AREAS:
- PRAIRIE PLANTING ▨
- SAVANNA PLANTING ▨
- ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS ▨



SAVANNA PLANTING AREA: NORTH SIDE OF TRAIL, CEDAR TO 28TH



SAVANNA PLANTING AREA: BOTH SIDES OF TRAIL, 28TH TO HIAWATHA



SAVANNA PLANTING AREA: BOTH SIDES OF TRAIL, EAST SIDE OF HIAWATHA

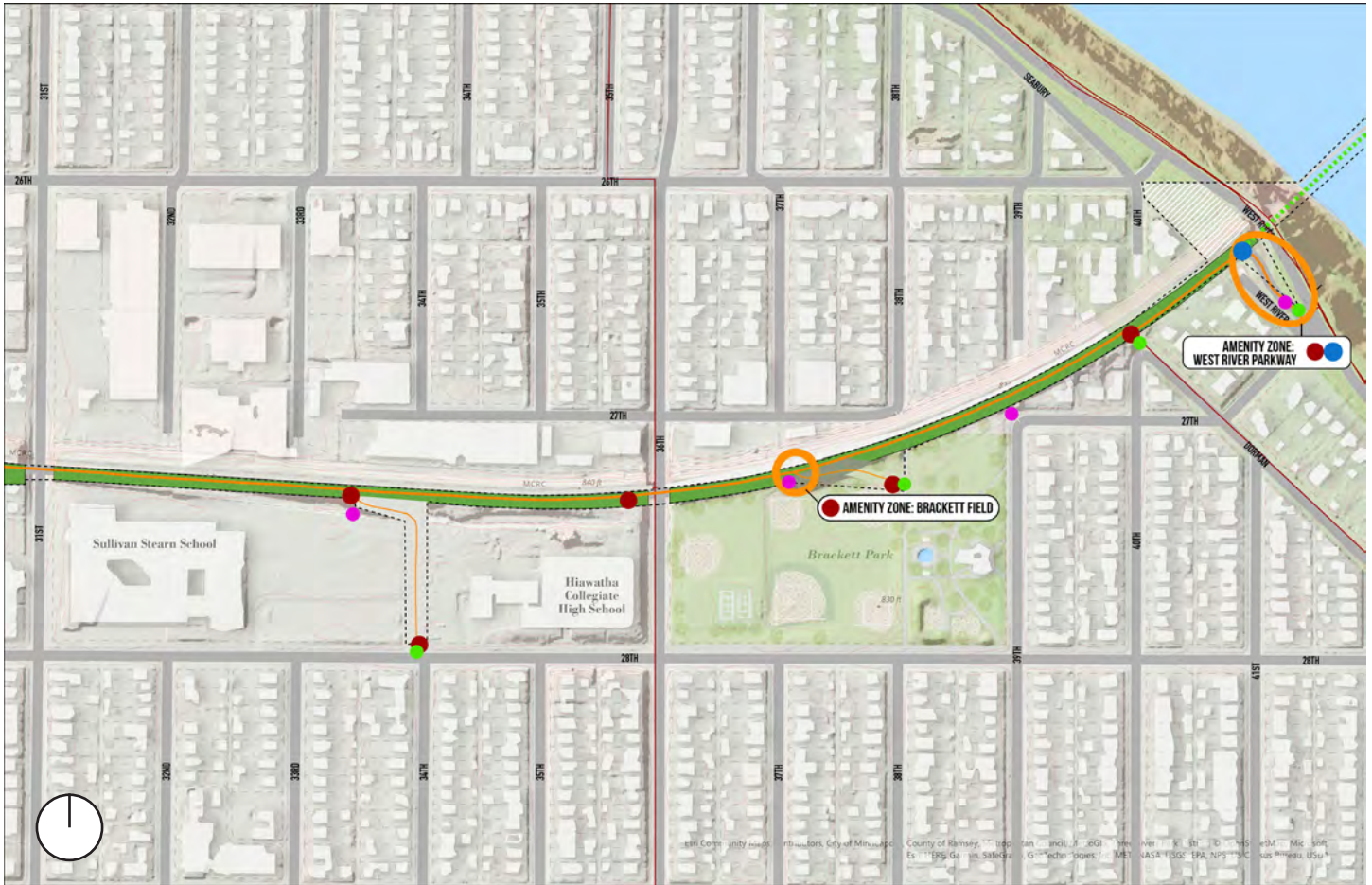
**FIGURE 21: SEGMENT 9 - MIDTOWN GREENWAY REGIONAL TRAIL**



**KEY**

- |  |         |  |   |
|--|---------|--|---|
| SHARED USE TRAIL                         | —       | EXISTING ACCESS POINTS                         | ● |
| SHARED USE TRAIL - PROPOSED EXTENSION    | - - -   | EXISTING PUBLIC ART                            | ● |
| REGIONAL TRAIL BOUNDARY                  | - - - - | PROPOSED IMPROVEMENTS:                         |   |
| OTHER BIKEWAY                            | - - - - | WAYFINDING                                     | ● |
| PARCEL BOUNDARY                          | - - - - | SAFETY/ACCESSIBILITY                           | ● |
| STREETS                                  | —       | TRANSIT CONNECTIVITY                           | ● |
| HCRRA PROPERTY IN REGIONAL BOUNDARY      | ■       | AMENITY ZONES                                  | ○ |
| HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY | ■       | ECOLOGICAL ENHANCEMENT AREAS:                  | ○ |
| MPRB PROPERTY                            | ■       | PRAIRIE PLANTING                               | ▨ |
| MET COUNCIL PROPERTY                     | ■       | SAVANNA PLANTING                               | ▨ |
| CITY OF MINNEAPOLIS PROPERTY             | ■       | ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS | ▨ |
| WATER BODY                               | ■       |  |   |
| BUILDINGS                                | ■       |  |   |

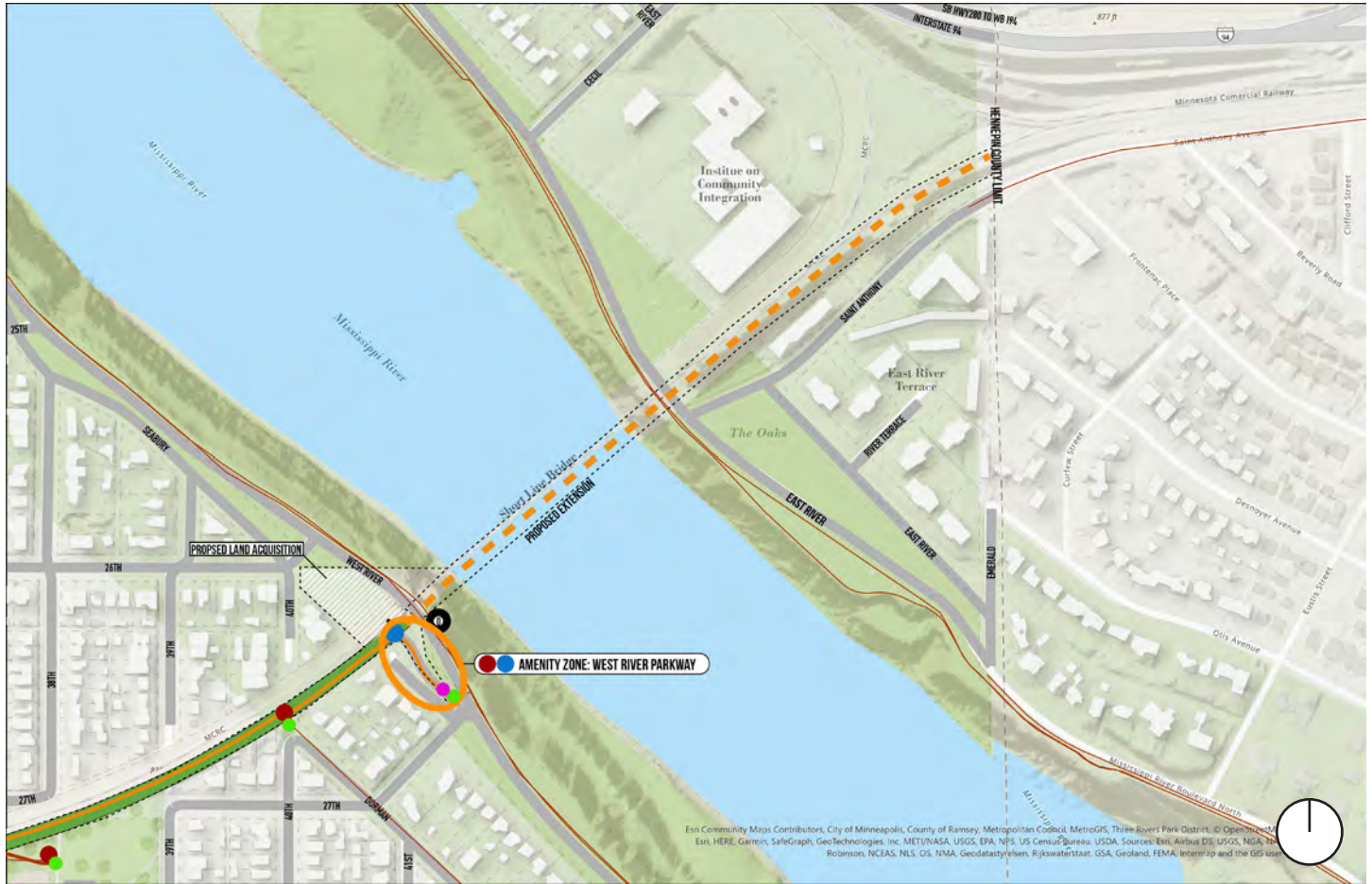
**FIGURE 22: SEGMENT 10 - MIDTOWN GREENWAY REGIONAL TRAIL**



**KEY**

- |  |         |  |   |
|--|---------|--|---|
| SHARED USE TRAIL                         | —       | EXISTING ACCESS POINTS                         | ● |
| SHARED USE TRAIL - PROPOSED EXTENSION    | - - -   | EXISTING PUBLIC ART                            | ● |
| REGIONAL TRAIL BOUNDARY                  | - - - - | PROPOSED IMPROVEMENTS:                         |   |
| OTHER BIKEWAY                            | - - - - | WAYFINDING                                     | ● |
| PARCEL BOUNDARY                          | - - - - | SAFETY/ACCESSIBILITY                           | ● |
| STREETS                                  | —       | TRANSIT CONNECTIVITY                           | ● |
| HCRRA PROPERTY IN REGIONAL BOUNDARY      | ■       | AMENITY ZONES                                  | ○ |
| HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY | ■       | ECOLOGICAL ENHANCEMENT AREAS:                  | ○ |
| MPRB PROPERTY                            | ■       | PRAIRIE PLANTING                               | ▨ |
| MET COUNCIL PROPERTY                     | ■       | SAVANNA PLANTING                               | ▨ |
| CITY OF MINNEAPOLIS PROPERTY             | ■       | ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS | ▨ |
| WATER BODY                               | ■       |  |   |
| BUILDINGS                                | ■       |  |   |

**FIGURE 23: SEGMENT 11 - MIDTOWN GREENWAY REGIONAL TRAIL**



Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NOAA, Robinson, NCEAS, NLS, OS, NMA, Geodatasystem, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

**KEY**

- SHARED USE TRAIL
- SHARED USE TRAIL - PROPOSED EXTENSION
- REGIONAL TRAIL BOUNDARY
- OTHER BIKEWAY
- PARCEL BOUNDARY
- HCRRA PROPERTY IN REGIONAL BOUNDARY
- HCRRA PROPERTY OUTSIDE REGIONAL BOUNDARY
- MPRB PROPERTY
- MET COUNCIL PROPERTY
- CITY OF MINNEAPOLIS PROPERTY
- WATER BODY
- BUILDINGS
- EXISTING ACCESS POINTS
- EXISTING PUBLIC ART
- PROPOSED IMPROVEMENTS:
  - WAYFINDING
  - SAFETY/ACCESSIBILITY
  - TRANSIT CONNECTIVITY
- AMENITY ZONES
- ECOLOGICAL ENHANCEMENT AREAS:
  - PRAIRIE PLANTING
  - SAVANNA PLANTING
- ADOPTED PARK PLAN AREA OR PLANNING IN PROGRESS

**Exhibit B**

APPROVED BY CITY COUNCIL  
JUL 8 1998

3948  
mod 1

\_\_\_\_\_, 19\_\_\_\_  
City Clerk

Permit Agreement No. A09775

**First Amendment**

TO HCRRA PERMIT AGREEMENT A09775 AND BETWEEN THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY (Authority) AND THE CITY OF MINNEAPOLIS (City).

**WITNESSETH:**

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRA) has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29th Street Rail Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business development known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis (City), Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway"; and

WHEREAS, resolution 36-HCRRA-95 approved Agreement No. A09775 with the City of Minneapolis, providing for planning, engineering and bikeway construction in the 29th Street Rail Corridor, between France Avenue and Hiawatha Avenue in the City of Minneapolis, for an indefinite time period, at a Hennepin County Regional Railroad Authority (HCRRA) cost not to exceed \$304,200; and

WHEREAS, additional costs to construct retaining walls were found necessary to complete the design and construction of the bikeway; and

WHEREAS, \$45,800.00 of the additional costs of the retaining walls was found to be justified as necessary expense for the construction of a future Light Rail line in the corridor,

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Authority hereby agrees to payment of \$45,800.00 as additional costs for construction of retaining walls, bringing its total not to exceed for Agreement A09775 to \$350,000.00 as shown in revised Exhibit A1 attached hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of \_\_\_\_\_  
\_\_\_\_\_, 1998.

**Hennepin County Regional Railroad Authority**

Upon proper execution, this agreement  
Will be legally valid and binding.

Mary Imbasciotti  
Chair, Board of Commissioners  
Date: \_\_\_\_\_

[Signature]  
Assistant County Attorney  
Date: 7/30/98

[Signature]  
Executive Director  
Date: 10-26-98

**City of Minneapolis**

[Signature]  
Minneapolis City Attorney  
Date: 8/25/98

[Signature]  
ACTING Mayor  
Date: \_\_\_\_\_

Approved as to execution:

[Signature]  
Assistant County Attorney  
Date: 10-26-98

[Signature]  
Assistant/City Clerk  
Date: \_\_\_\_\_

~~\_\_\_\_\_~~  
Minneapolis City Attorney  
Date: ~~\_\_\_\_\_~~

1557- [Signature]  
ASSISTANT Finance OFFICER

**Midtown Greenway Cost Estimate and Division of Cost:**  
**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, HENNEPIN COUNTY AND CITY OF MINNEAPOLIS**

ITEM	HCRRA	HENNEPIN COUNTY	CITY OF MINNEAPOLIS	ISTEA
Master Plan: France-Hiawatha (Includes PE to I-35W)	\$ 50,000		\$ 100,000	\$ 0
Final Design/Construction Specs. (France to I-35W)	0		190,000	0
<b>SUB-TOTAL</b>	<b>\$ 50,000</b>		<b>\$ 290,000</b>	<b>\$ 0</b>
Construction of Bikeway ISTEA Project No. _____				
Clear and Grub	\$ 0		\$ 0	\$ 3,000
Pedestrian Trail	0		0	87,720
Bike Trail	0		0	176,000
Access	5,000		0	7,750
Fine Grading	0		0	50,000
Retaining Walls	245,000	<i>962,500</i>	0	35,500
Fence	0		0	69,000
Sign/Maps	0		0	23,800
Lighting	0		0	317,000
Site Furnishing	0		0	20,000
Erosion Control	0		0	15,000
Landscape	50,000		0	200,000
<b>SUB-TOTAL</b>	<b>\$ 300,000</b>	<b>\$ 962,500</b>	<b>\$ 0</b>	<b>\$ 1,016,700</b>
<b>Total</b>	<b>\$ 350,000</b>	<b>\$ 962,500</b>	<b>\$ 290,000</b>	<b>\$ 1,016,700</b>

*Midtown Greenway Cost Estimate and Division of Cost:*  
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY AND CITY OF MINNEAPOLIS

Item	HCRRA	City of Minneapolis	ISTEA
Master Plan: France-Hiawatha (Includes PE to I-35W)	\$ 50,000	\$ 100,000	\$ 0
Final Design/Construction Spec's. (France to I-35W)	0	190,000	0
<b>SUB-TOTAL</b>	<b>\$ 50,000</b>	<b>\$ 290,000</b>	<b>\$ 0</b>
Construction of Bikeway ISTEA Project No. _____			
Clear and Grub	\$ 0	\$ 0	\$ 3,000
Pedestrian Trail	0	0	87,720
Bike Trail	0	0	176,000
Access	5,000	0	7,750
Fine Grading	0	0	50,000
Retaining Walls	199,200	0	35,500
Fence	0	0	69,000
Sign/Maps	0	0	23,800
Lighting	0	0	317,000
Site Furnishing	0	0	20,000
Erosion Control	0	0	15,000
Landscape	50,000	0	200,000
<b>SUB-TOTAL</b>	<b>\$ 254,200</b>	<b>\$ 0</b>	<b>\$ 1,016,700</b>
<b>Total</b>	<b>\$ 304,200</b>	<b>\$ 290,000</b>	<b>\$ 1,016,700</b>

130 1995

19  
City Clerk**Permit Agreement**Contract No. A09775

This Permit Agreement made and entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, Southwest Street Level, Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487-0016, hereinafter referred to as the "Authority," and the CITY OF MINNEAPOLIS, a Minnesota political subdivision, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415, hereinafter referred to as the "City."

**WITNESSETH:**

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRA) has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29th Street Rail Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business development known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis (City), Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway"; and

WHEREAS, the HCRRA, the City, and the neighborhoods are proposing to develop a master plan for the LRT and bicycle transportation improvements within the corridor owned by HCRRA; and

WHEREAS, the City has applied and received approval for an ISTEA grant for construction of a bicycle trail within the HCRRA Corridor between France Avenue and I-35W; and

WHEREAS, the City and HCRRA desire to enter into an agreement to develop a master plan for the Corridor and engineering plans for the first stage of construction, and provide for a division of cost for planning and construction of the bicycle trail between France Avenue and I-35W as an integral part of the Hennepin Community Works initiative.

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Master Plan

City shall develop a master plan for the 29th Street Rail Corridor from France Avenue to Hiawatha Avenue. Such plan shall include, but not be limited to, locations for LRT, LRT stations, and the conceptual bikeway and its amenities.

The Authority shall participate in discussion, review, and comment regarding LRT, LRT station location and design, bikeway, and other facilities and/or amenities, and their location within the corridor. Authority reserves the right to reject any plans proposed by the City on the grounds, in Authority's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of any railroad operating on the right of way adjacent to the Premises.

2. Preliminary Engineering Plans

City shall complete preliminary engineering plans for the bicycle trail (ISTEA Project No. S.P. 141-090-03) within the Corridor between France Avenue and Fifth Avenue South. Authority agrees to cooperate with City in the development of such plans.

3. Final Design and Construction

City shall complete final design plans, contract for and supervise construction of the bicycle trail (ISTEA Project No. S.P. 141-090-03) between France Avenue and Fifth Avenue South.

4. Payment

Payment for the master plan, preliminary engineering, final design, and construction will be made by the parties as shown on the Division of Cost, Exhibit A, attached hereto and made a part of this agreement by this reference.

5. Premises

Authority hereby agrees to grant certain rights and benefits to City hereinafter described with regard to that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) right of way in the City of Minneapolis, generally consisting of the northerly 35 feet between France Avenue and Fifth Avenue South, all as delineated and colored green on HCRRA Property Maps numbered and attached hereto as Exhibit B.

The description of the Premises as determined by the parties will provide exceptions for future LRT station areas at Abbott Avenue, Hennepin Avenue, Lyndale Avenue, Nicollet Avenue, and any other potential LRT station area all as determined by Authority.

A more complete legal description will be prepared upon the completion of construction of the bike trail, and will replace and supersede the above description.

The said real estate shall be hereinafter described as the "Premises."

6. Use of Premises

The Premises shall be for the temporary use of City, its agents, officers, employees, assignees and invitees for trail purposes. Authority reserves the right to limit, reject or refuse to permit the use of the Premises by City or any assignees for any purpose which Authority, in its sole discretion, deems inappropriate or incompatible with its future use of the Premises or the operations of any railroad operating on the right of way adjacent to the Premises. City

shall submit any proposed development or other physical alterations to the Premises to Authority to determine its acceptability to Authority prior to contracting any obligations or commitments in connection therewith.

~~7.~~ Term

The term of this Permit Agreement shall be for an indefinite period, commencing on execution by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 8.

~~8.~~ Termination

Either party may, at any time and for any reason, terminate this Permit by giving one hundred eighty (180) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the City of Minneapolis by delivering a copy thereof to City Engineer, Room 203, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

~~9.~~ Rights Upon Termination

On the expiration of one hundred eighty (180) days after such service of said notice, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. City shall, without further notice or demand, deliver possession of the Premises to the Authority at the expiration of said one hundred eighty (180) days and shall, before the

expiration of said one hundred eighty (180) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Authority, cease and City's interest thereto shall be forfeited and at the same time shall belong to Authority or, in such case, if the Authority shall elect, it may, at any time after the expiration of said period of one hundred eighty (180) days, tear down and/or remove any or all such buildings and property at the expense of City without any liability for damages thereof in any respect whatsoever and City shall thereupon promptly reimburse Authority for all expenses incurred by it in doing so.

10. Joint Use of Corridor

City acknowledges that the Premises was acquired by Authority specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Authority's intention to allow City to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Authority of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Authority has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses, including, without limitation of the foregoing, mainline and station locations, all as determined by the Authority.

11. Rent

Upon any such termination of this Permit, rent shall be paid by the City to the date of termination fixed by said notice at the rate of \$1.00 per year.

12. Subpermits

City may grant permits to assignees only upon written agreement of Authority. Any subpermit shall be on the same terms and conditions and for the same uses as are contained in this Permit.

13. Signage

City shall provide, install and maintain signage, including kiosks, on the Premises identifying that the Premises are being used by the City of Minneapolis by permission of the owner, the Hennepin County Regional Railroad Authority, until the Premises are used for light rail transit or other future transportation uses. Any such signage shall also identify the improvement as part of Hennepin Community Works.

14. Nuisance, Waste

City shall not permit the existence of any nuisance on said Premises. City, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting City's business and use and occupation of said Premises. City, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that City may post on appropriate structures, informational materials relating to the permitted uses. City shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

15. Utilities, Title, Existing Rights of Others

City accepts said Premises subject to the rights of any person, firm or corporation, including the Authority in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of City's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, City shall bear and pay the cost of so doing.

City also accepts said Premises subject to any want or failure at any time of Authority's title to said Premises or any part thereof and City shall assume any damages sustained by City in connection therewith. City also accepts such Premises subject to rights of any party, including Authority, in and to any roadways, easements, leases and permits, whether granted, at Authority's sole discretion, either prior to or after the date of this Permit Agreement. City agrees to provide to Authority or other tenants of Authority access over and through the Premises on these roadways and easements should such access be deemed necessary by Authority. City accepts said Premises subject to the right of Authority, its employees, agents, permittees, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of Authority, its employees, agents, permittees, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon Authority's property.

16. Indemnification

City shall defend, indemnify and hold harmless Authority, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act

or omission of City, its agents, employees, customers, invitees, assignees, permittees, lessees or others on the Premises.

Authority shall not be liable to City or those claiming by, through, or under City for any injury, death or property damage occurring in, on or about the Premises based upon the design, construction, operation or maintenance of the Premises by City or any assignees, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of City, its agents, employees, customers, invitees, assignees, permittees, lessees, or others on the Premises.

17. Insurance

City further agrees that if in any case the release and indemnity provided in this section shall not be valid, Authority shall have the full benefit of any insurance effected by the City upon the property injured, destroyed or damaged and/or against the hazard involved; and City agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Authority in connection therewith.

18. Covenant

City, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said City and to yield up said Premises unto the Authority at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

19. Quiet Enjoyment

Authority has the right and authority to enter into this Agreement and if City pays the rent required hereby and otherwise performs the terms hereof to be performed by City, City shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, City acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 15.

20. Waiver

No receipt of money by Authority from City after any default by City or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of City shall be implied from omission by Authority to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

21. Breach

It is further agreed between the parties hereto, that if the said City shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after City's receipt of written notice thereof from Authority, then it shall be lawful for the Authority, then or at any time thereafter, to declare this Permit ended, and to re-enter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining

possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 8; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of Authority thereafter to avail itself of same and any subsequent breach thereof. In the event Authority has to take action for repossession of said property, City, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Authority.

22. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the City unless specifically stated herein. Authority reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the City or person occupying the Premises during the term of this Permit or any renewal thereof.

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City shall be responsible for the construction of all improvements necessary to its use of the Premises and shall be responsible for the maintenance of said Premises. City shall also be responsible for the construction of all bridges and crossings deemed necessary for City to provide for any trails on the Premises or to otherwise use the Premises. Construction plans shall be submitted to the Authority for review and comment. Authority reserves the right to reject any plans for construction proposed by City on the grounds, in Authority's sole

discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of any railroad operating on the right of way adjacent to the Premises.

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City shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. City shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by City, assignees or invitees during City's period of use, including conditions introduced by City, assignees, or invitees which affect other lands. City expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. City agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Authority discovers any such health or environmental impairment, and City hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Authority shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. Authority may enter the Premises during regular business hours of City without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of City or without if Authority reasonably believes that an emergency exists on the Premises. Authority shall conduct any such inspections or testing so as to minimize interference with City's operations. Authority's

entry on to the Premises pursuant to this paragraph shall not relieve the City's obligation to pay rent under this Permit.

In addition to the foregoing provisions of this Paragraph 24, and in exchange for the rights and privileges granted in this Permit Agreement, City hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations necessary for City's use of the Premises for trail and park purposes regarding any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Further, City agrees to defend, indemnify and hold harmless Authority, its Commissioners, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. City expressly agrees that the obligations it hereby assumes shall survive the cancellation of this Permit.

Notwithstanding the foregoing, the Authority agrees to assert its rights against the Soo Line Railroad Company for environmental work on the site pursuant to Paragraph 17 of the Purchase Agreement dated December 23, 1992, between the Authority and the Soo Line Railroad Company. The City agrees to immediately notify the Authority of any environmental concerns which arise during the construction of the bicycle trail so that the Authority may inform and confer with the Soo Line with respect to management of any

required remediation. The City's obligation to the Authority pursuant to this paragraph 24 is limited to that which is not covered by the Soo Line Railroad agreement with the Authority.

25. Compliance with Laws, Ordinances and Rules

City agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises. City agrees to comply with rules as may be promulgated from time to time by Authority.

26. Condition of Premises Inspection

City accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by Authority as to the physical condition or fitness or suitability for any particular purpose, express or implied. City is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

City acknowledges and assumes all risks associated with the location of the Premises and its proximity to the railroad right of way adjacent to the Premises and to any railroad operations by any railroad company thereon.

27. Liens and Encumbrances

City shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by City, its agents, employees, customers, invitees, assignees, lessees or other occupiers of the Premises pursuant to this Permit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of \_\_\_\_\_, 1995.

*Upon proper execution, this agreement will be legally valid and binding.*

*[Signature]*  
Assistant County Attorney  
Date: 8-17-95

**Hennepin County Regional Railroad Authority**

*[Signature]*  
Chair, Board of Commissioners  
Date: \_\_\_\_\_

*[Signature]*  
Executive Director  
Date: 9/12/95

*[Signature]*  
Minneapolis City Attorney  
Date: 8/23/95

**City of Minneapolis**

*[Signature]*  
Mayor  
Date: 8-29-95

*Approved as to execution:*

*[Signature]*  
Assistant County Attorney  
Date: 9-15-95

*[Signature]*  
ASST. CITY CLERK  
Date: 8-31-95

*[Signature]* 9/8/95  
ASSISTANT FINANCE OFFICER

\_\_\_\_\_  
Minneapolis City Attorney  
Date: \_\_\_\_\_

***Midtown Greenway Cost Estimate and Division of Cost:***  
**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY AND CITY OF MINNEAPOLIS**

Item	HCRRA	City of Minneapolis	ISTEA
Master Plan: France-Hiawatha (Includes PE to I-35W)	\$ 50,000	\$ 100,000	\$ 0
Final Design/Construction Spec's. (France to I-35W)	0	190,000	0
<b>SUB-TOTAL</b>	<b>\$ 50,000</b>	<b>\$ 290,000</b>	<b>\$ 0</b>
Construction of Bikeway ISTEA Project No. _____			
Clear and Grub	\$ 0	\$ 0	\$ 3,000
Pedestrian Trail	0	0	87,720
Bike Trail	0	0	176,000
Access	5,000	0	7,750
Fine Grading	0	0	50,000
Retaining Walls	199,200	0	35,500
Fence	0	0	69,000
Sign/Maps	0	0	23,800
Lighting	0	0	317,000
Site Furnishing	0	0	20,000
Erosion Control	0	0	15,000
Landscape	50,000	0	200,000
<b>SUB-TOTAL</b>	<b>\$ 254,200</b>	<b>\$ 0</b>	<b>\$ 1,016,700</b>
<b>Total</b>	<b>\$ 304,200</b>	<b>\$ 290,000</b>	<b>\$ 1,016,700</b>

8/30 1995, 19

City Clerk

Contract No. A09775

**Permit Agreement**

This Permit Agreement made and entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, Southwest Street Level, Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487-0016, hereinafter referred to as the "Authority," and the CITY OF MINNEAPOLIS, a Minnesota political subdivision, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415, hereinafter referred to as the "City."

**WITNESSETH:**

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRA) has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29th Street Rail Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business development known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis (City), Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway"; and

WHEREAS, the HCRRA, the City, and the neighborhoods are proposing to develop a master plan for the LRT and bicycle transportation improvements within the corridor owned by HCRRA; and

WHEREAS, the City has applied and received approval for an ISTEAA grant for construction of a bicycle trail within the HCRRA Corridor between France Avenue and I-35W; and

WHEREAS, the City and HCRRA desire to enter into an agreement to develop a master plan for the Corridor and engineering plans for the first stage of construction, and provide for a division of cost for planning and construction of the bicycle trail between France Avenue and I-35W as an integral part of the Hennepin Community Works initiative.

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Master Plan

City shall develop a master plan for the 29th Street Rail Corridor from France Avenue to Hiawatha Avenue. Such plan shall include, but not be limited to, locations for LRT, LRT stations, and the conceptual bikeway and its amenities.

The Authority shall participate in discussion, review, and comment regarding LRT, LRT station location and design, bikeway, and other facilities and/or amenities, and their location within the corridor. Authority reserves the right to reject any plans proposed by the City on the grounds, in Authority's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of any railroad operating on the right of way adjacent to the Premises.

2. Preliminary Engineering Plans

City shall complete preliminary engineering plans for the bicycle trail (ISTEA Project No. S.P. 141-090-03) within the Corridor between France Avenue and Fifth Avenue South. Authority agrees to cooperate with City in the development of such plans.

3. Final Design and Construction

City shall complete final design plans, contract for and supervise construction of the bicycle trail (ISTEA Project No. S.P. 141-090-03) between France Avenue and Fifth Avenue South.

4. Payment

Payment for the master plan, preliminary engineering, final design, and construction will be made by the parties as shown on the Division of Cost, Exhibit A, attached hereto and made a part of this agreement by this reference.

5. Premises

Authority hereby agrees to grant certain rights and benefits to City hereinafter described with regard to that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) right of way in the City of Minneapolis, generally consisting of the northerly 35 feet between France Avenue and Fifth Avenue South, all as delineated and colored green on HCRRA Property Maps numbered and attached hereto as Exhibit B.

The description of the Premises as determined by the parties will provide exceptions for future LRT station areas at Abbott Avenue, Hennepin Avenue, Lyndale Avenue, Nicollet Avenue, and any other potential LRT station area all as determined by Authority.

A more complete legal description will be prepared upon the completion of construction of the bike trail, and will replace and supersede the above description.

The said real estate shall be hereinafter described as the "Premises."

6. Use of Premises

The Premises shall be for the temporary use of City, its agents, officers, employees, assignees and invitees for trail purposes. Authority reserves the right to limit, reject or refuse to permit the use of the Premises by City or any assignees for any purpose which Authority, in its sole discretion, deems inappropriate or incompatible with its future use of the Premises or the operations of any railroad operating on the right of way adjacent to the Premises. City

shall submit any proposed development or other physical alterations to the Premises to Authority to determine its acceptability to Authority prior to contracting any obligations or commitments in connection therewith.

7. Term

The term of this Permit Agreement shall be for an indefinite period, commencing on execution by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 8.

8. Termination

Either party may, at any time and for any reason, terminate this Permit by giving one hundred eighty (180) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the City of Minneapolis by delivering a copy thereof to City Engineer, Room 203, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

9. Rights Upon Termination

On the expiration of one hundred eighty (180) days after such service of said notice, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. City shall, without further notice or demand, deliver possession of the Premises to the Authority at the expiration of said one hundred eighty (180) days and shall, before the

expiration of said one hundred eighty (180) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Authority, cease and City's interest thereto shall be forfeited and at the same time shall belong to Authority or, in such case, if the Authority shall elect, it may, at any time after the expiration of said period of one hundred eighty (180) days, tear down and/or remove any or all such buildings and property at the expense of City without any liability for damages thereof in any respect whatsoever and City shall thereupon promptly reimburse Authority for all expenses incurred by it in doing so.

10. Joint Use of Corridor

City acknowledges that the Premises was acquired by Authority specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Authority's intention to allow City to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Authority of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Authority has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses, including, without limitation of the foregoing, mainline and station locations, all as determined by the Authority.

11. Rent

Upon any such termination of this Permit, rent shall be paid by the City to the date of termination fixed by said notice at the rate of \$1.00 per year.

12. Subpermits

City may grant permits to assignees only upon written agreement of Authority. Any subpermit shall be on the same terms and conditions and for the same uses as are contained in this Permit.

13. Signage

City shall provide, install and maintain signage, including kiosks, on the Premises identifying that the Premises are being used by the City of Minneapolis by permission of the owner, the Hennepin County Regional Railroad Authority, until the Premises are used for light rail transit or other future transportation uses. Any such signage shall also identify the improvement as part of Hennepin Community Works.

14. Nuisance, Waste

City shall not permit the existence of any nuisance on said Premises. City, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting City's business and use and occupation of said Premises. City, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that City may post on appropriate structures, informational materials relating to the permitted uses. City shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

15. Utilities, Title, Existing Rights of Others

City accepts said Premises subject to the rights of any person, firm or corporation, including the Authority in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of City's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, City shall bear and pay the cost of so doing.

City also accepts said Premises subject to any want or failure at any time of Authority's title to said Premises or any part thereof and City shall assume any damages sustained by City in connection therewith. City also accepts such Premises subject to rights of any party, including Authority, in and to any roadways, easements, leases and permits, whether granted, at Authority's sole discretion, either prior to or after the date of this Permit Agreement. City agrees to provide to Authority or other tenants of Authority access over and through the Premises on these roadways and easements should such access be deemed necessary by Authority. City accepts said Premises subject to the right of Authority, its employees, agents, permittees, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of Authority, its employees, agents, permittees, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon Authority's property.

16. Indemnification

City shall defend, indemnify and hold harmless Authority, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act

or omission of City, its agents, employees, customers, invitees, assignees, permittees, lessees or others on the Premises.

Authority shall not be liable to City or those claiming by, through, or under City for any injury, death or property damage occurring in, on or about the Premises based upon the design, construction, operation or maintenance of the Premises by City or any assignees, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of City, its agents, employees, customers, invitees, assignees, permittees, lessees, or others on the Premises.

17. Insurance

City further agrees that if in any case the release and indemnity provided in this section shall not be valid, Authority shall have the full benefit of any insurance effected by the City upon the property injured, destroyed or damaged and/or against the hazard involved; and City agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Authority in connection therewith.

18. Covenant

City, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said City and to yield up said Premises unto the Authority at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

19. Quiet Enjoyment

Authority has the right and authority to enter into this Agreement and if City pays the rent required hereby and otherwise performs the terms hereof to be performed by City, City shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, City acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 15.

20. Waiver

No receipt of money by Authority from City after any default by City or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of City shall be implied from omission by Authority to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

21. Breach

It is further agreed between the parties hereto, that if the said City shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after City's receipt of written notice thereof from Authority, then it shall be lawful for the Authority, then or at any time thereafter, to declare this Permit ended, and to re-enter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining

possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 8; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of Authority thereafter to avail itself of same and any subsequent breach thereof. In the event Authority has to take action for repossession of said property, City, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Authority.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of \_\_\_\_\_, 1995.

*Upon proper execution, this agreement will be legally valid and binding.*

[Signature]  
Assistant County Attorney  
Date: 8-17-95

[Signature]  
Minneapolis City Attorney  
Date: 8/30/95

Approved as to execution:

[Signature]  
Assistant County Attorney  
Date: 9-15-95

\_\_\_\_\_  
Minneapolis City Attorney  
Date: \_\_\_\_\_

Hennepin County Regional Railroad Authority

[Signature]  
Chair, Board of Commissioners  
Date: \_\_\_\_\_

[Signature]  
Executive Director  
Date: 9/12/95

City of Minneapolis

[Signature]  
Mayor  
Date: 8-29-95

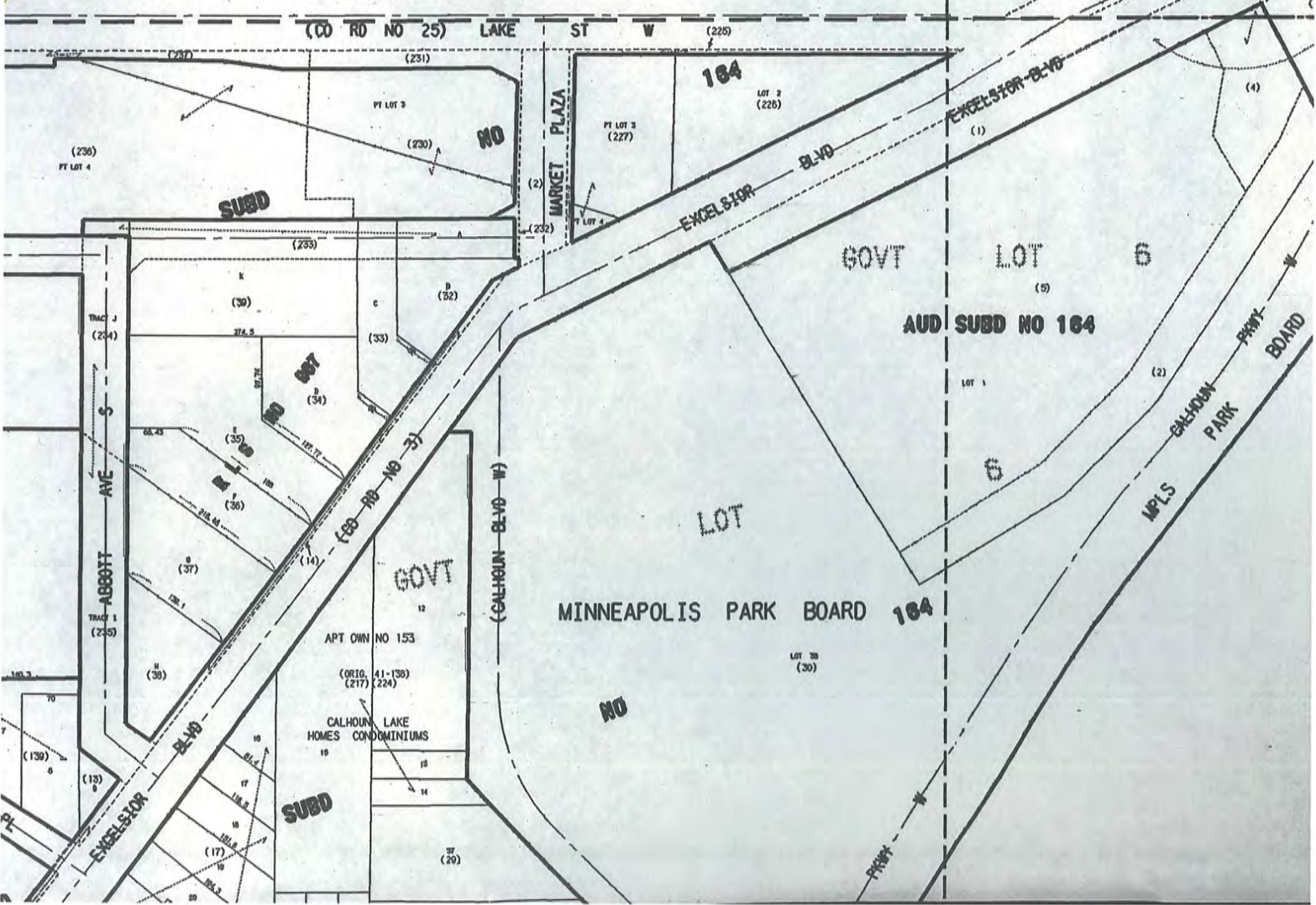
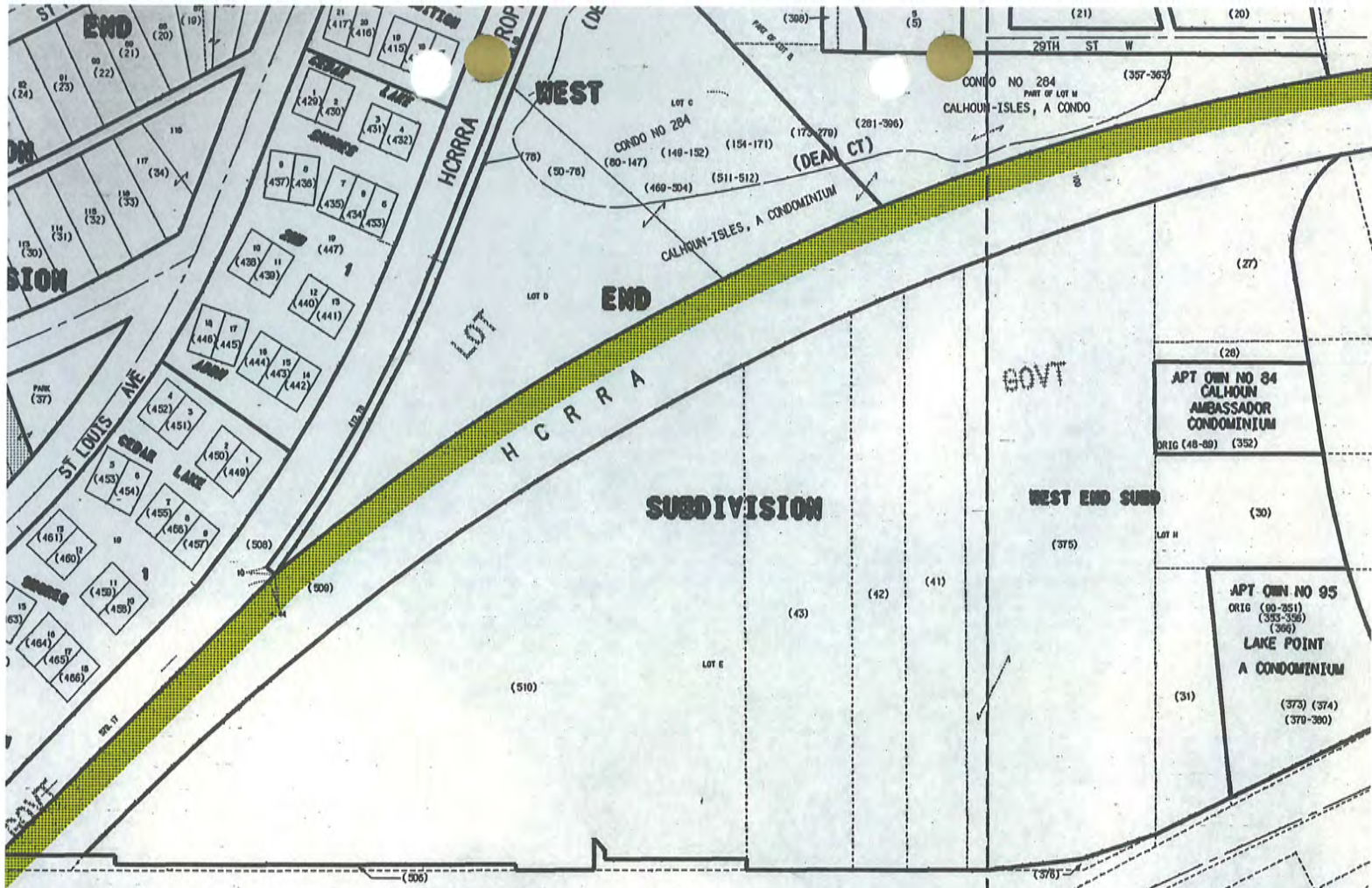
[Signature]  
ASST. CITY CLERK  
Date: 8-31-95

[Signature] 9/8/95  
ASSISTANT FINANCE OFFICER

*Midtown Greenway Cost Estimate and Division of Cost:*  
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY AND CITY OF MINNEAPOLIS

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Master Plan: France-Hiawatha (Includes PE to I-35W)	\$ 50,000	\$ 100,000	\$ 0
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SUB-TOTAL	\$ 50,000	\$ 290,000	\$ 0
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Bike Trail	0	0	176,000
Access	5,000	0	7,750
Fine Grading	0	0	50,000
Retaining Walls	199,200	0	35,500
Fence	0	0	69,000
Sign/Maps	0	0	23,800
Lighting	0	0	317,000
Site Furnishing	0	0	20,000
Erosion Control	0	0	15,000
Landscape	50,000	0	200,000
SUB-TOTAL	\$ 254,200	\$ 0	\$ 1,016,700
<b>Total</b>	\$ 304,200	\$ 290,000	\$ 1,016,700





H C R R A

IP PROJ NO 44

DEAN PARK  
LOT

LAGOON

WEST  
END

SUBD PART OF LOT K

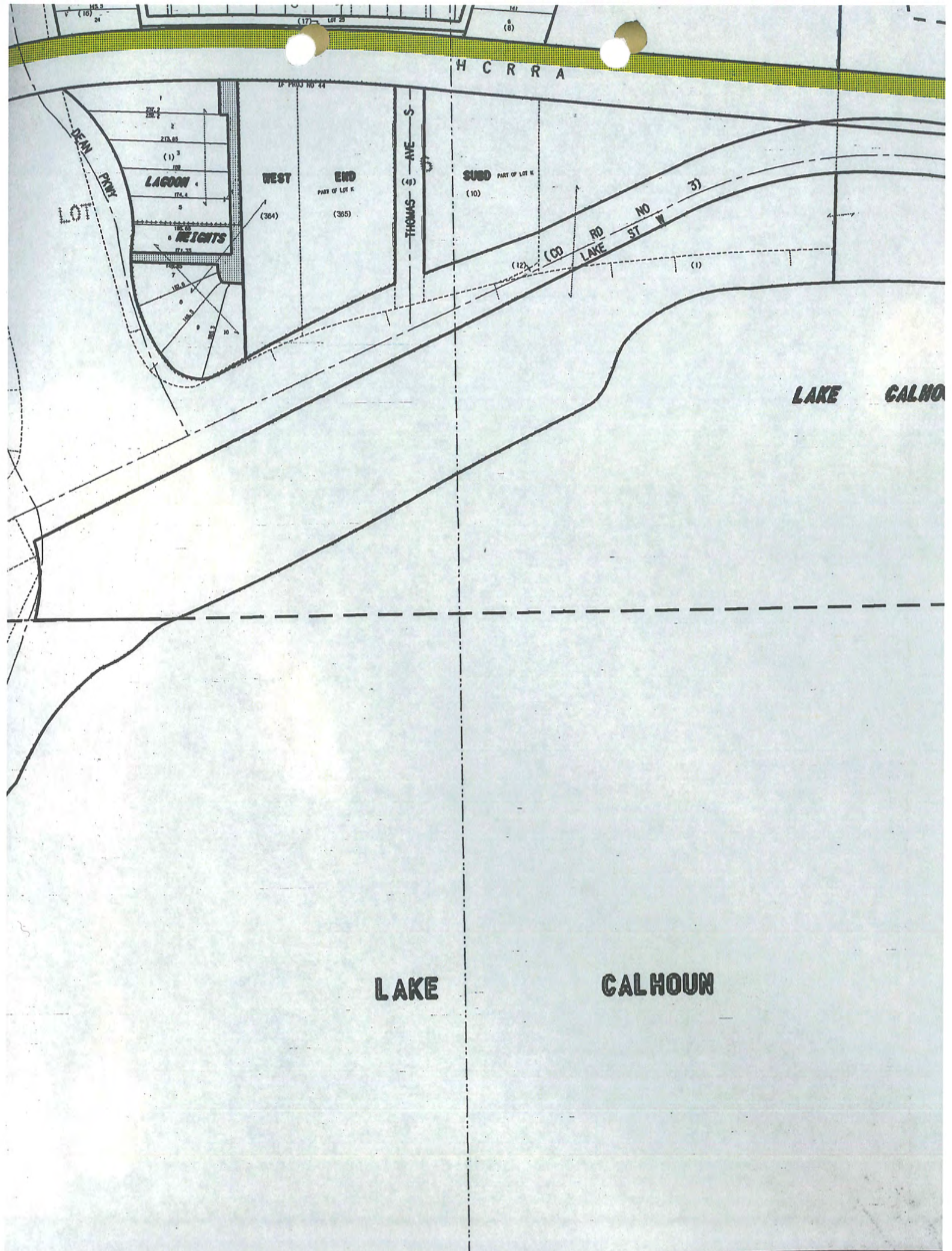
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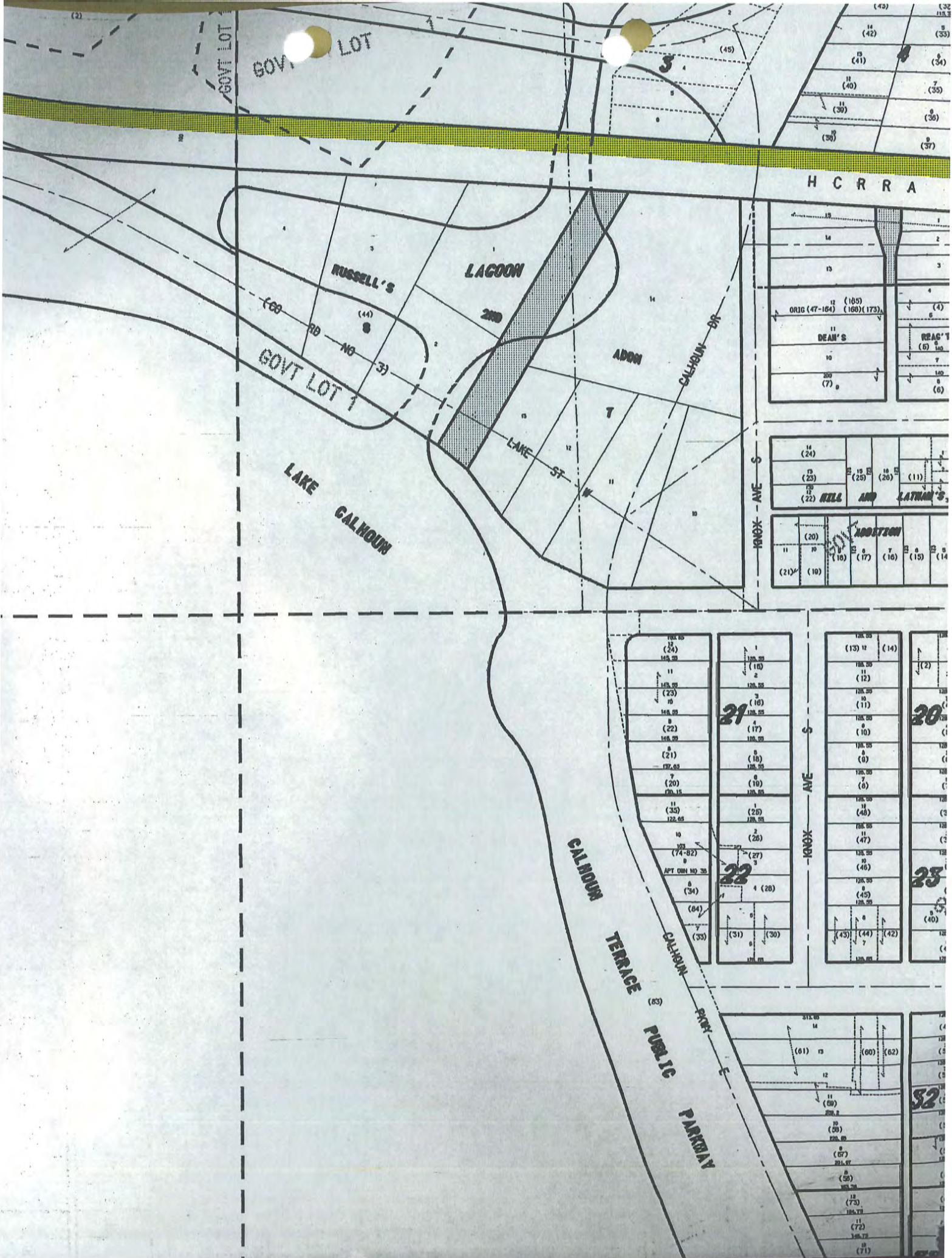
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LAKE

CALHOUN





GOVT LOT

GOVT LOT

H C R R A

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LAKE CALHOUN

ADDN

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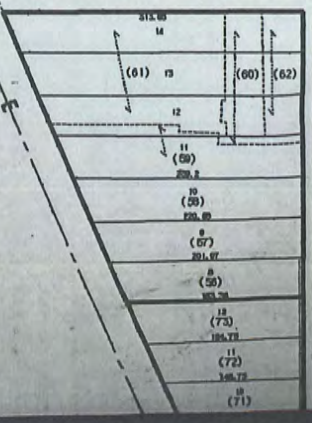
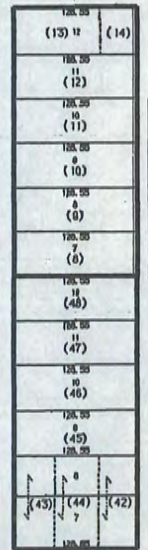
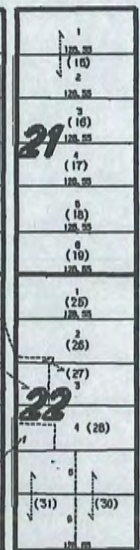
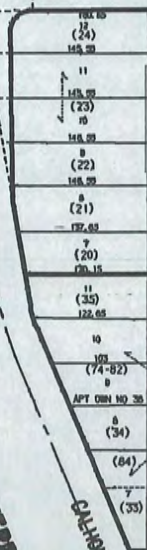
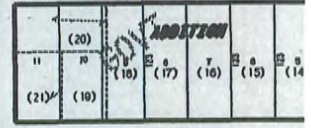
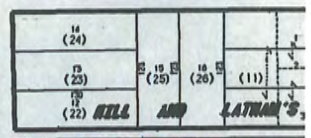
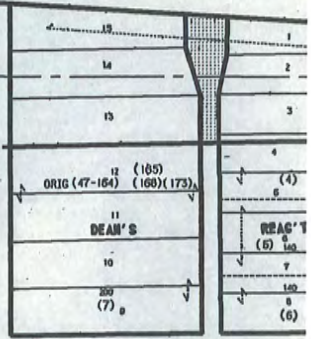
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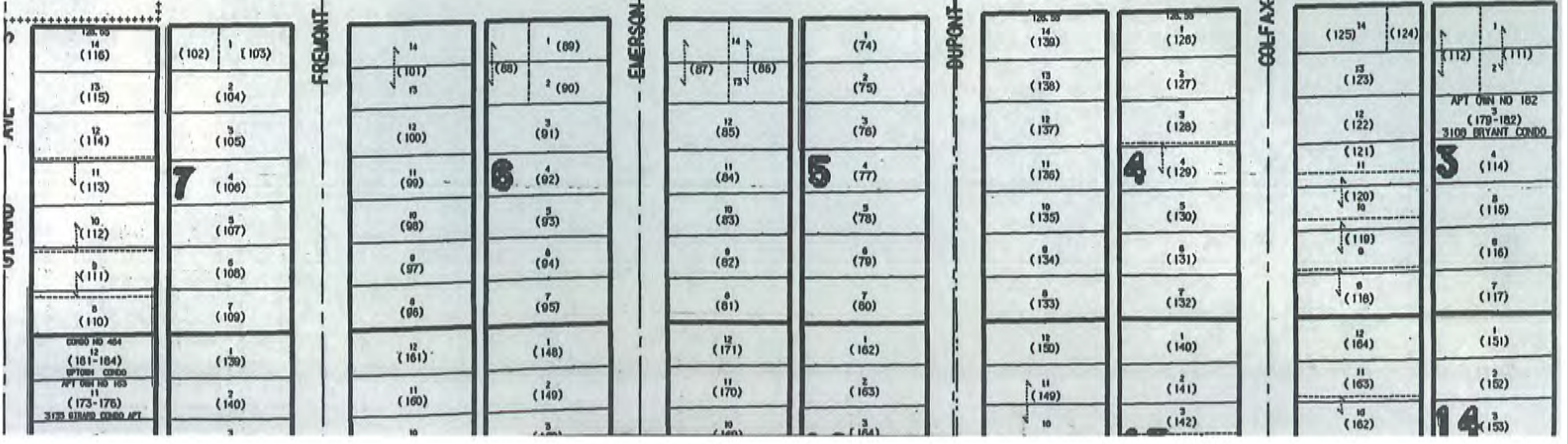
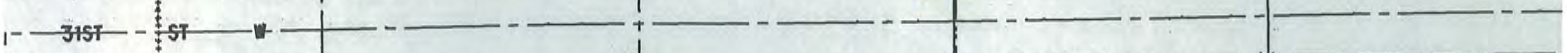
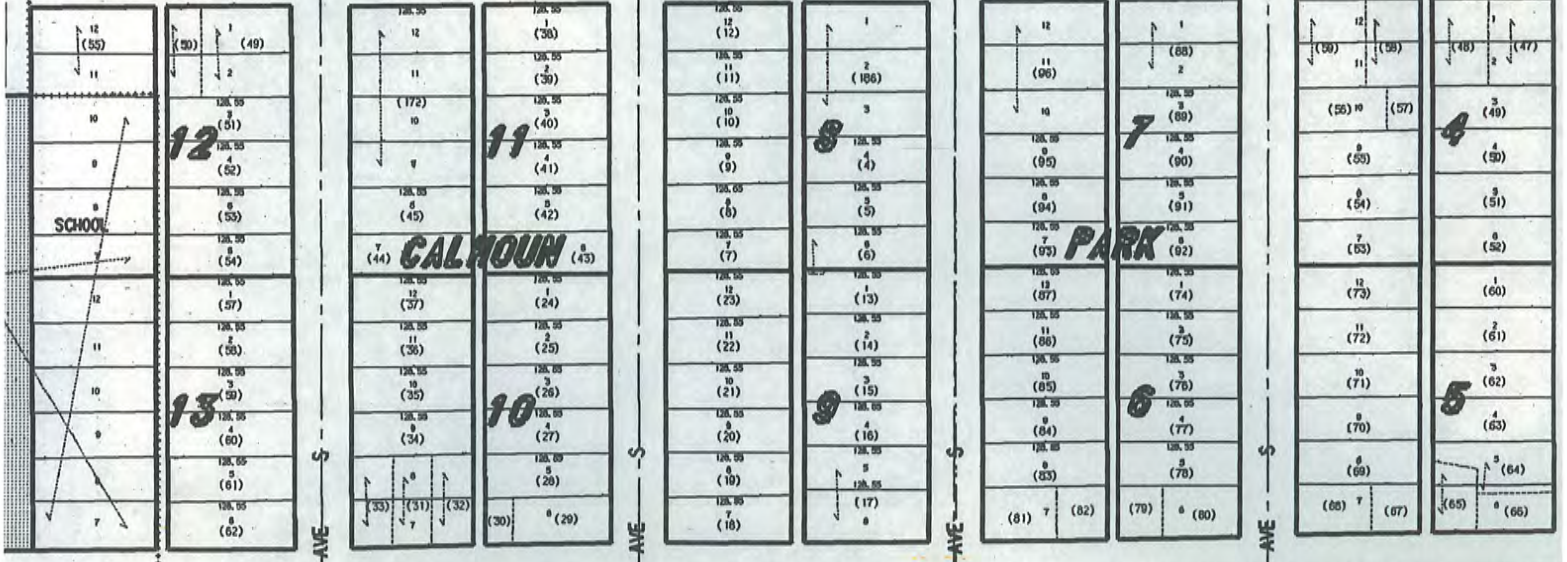
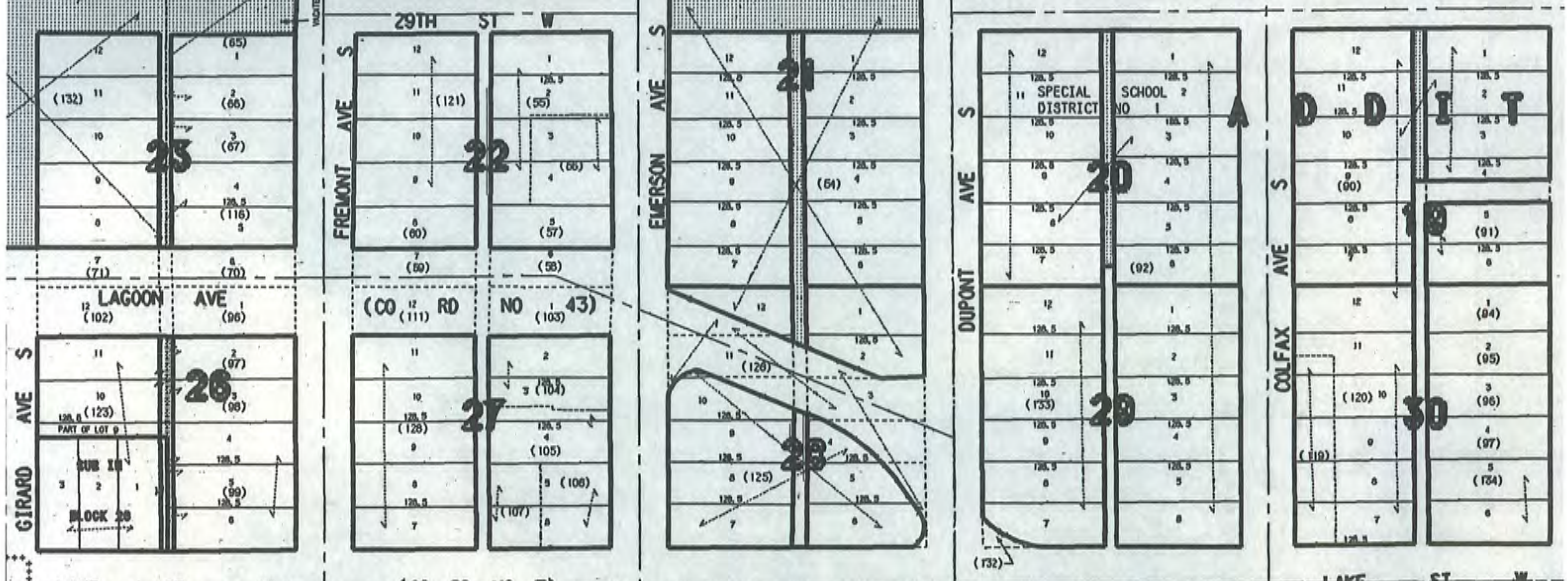
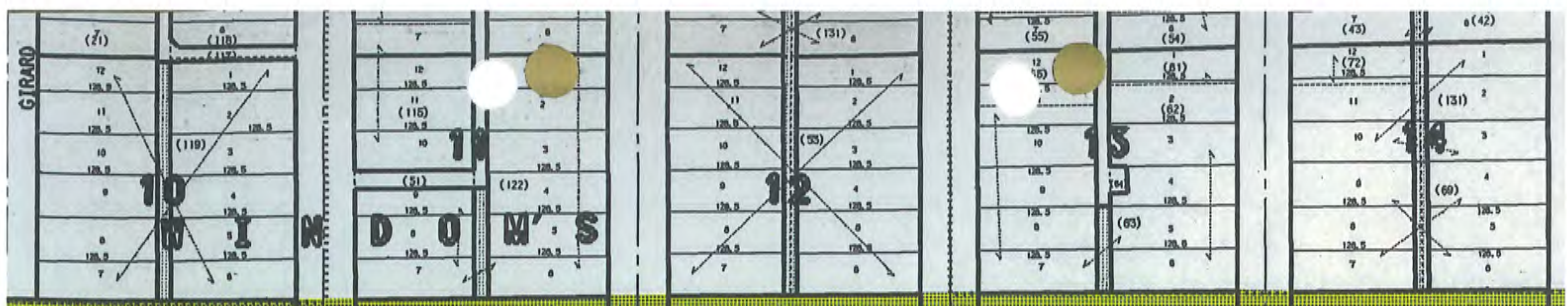
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PUBLIC PARKWAY

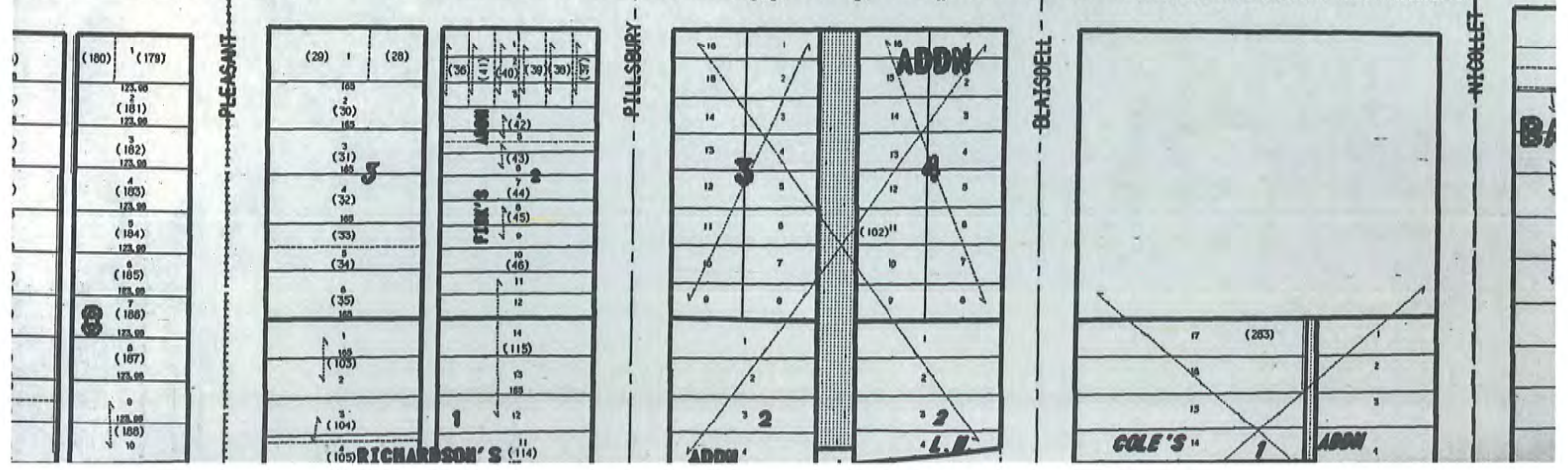
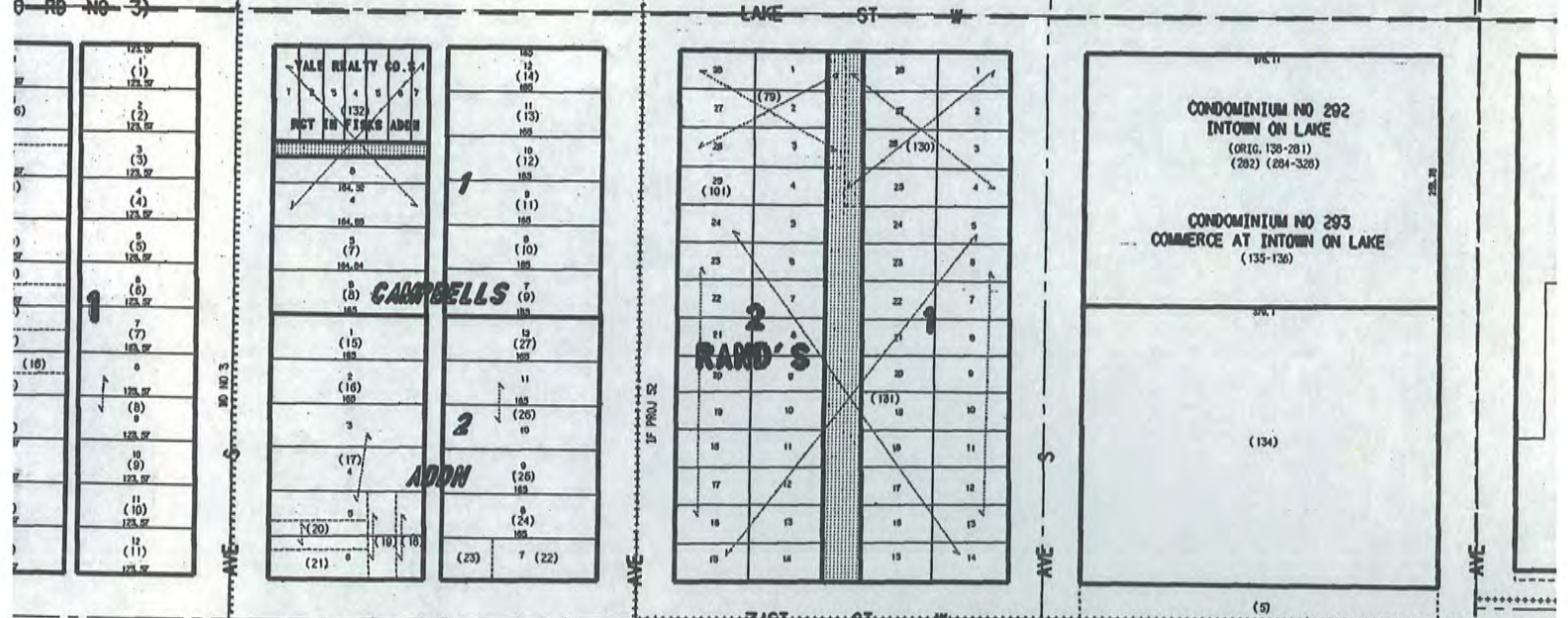
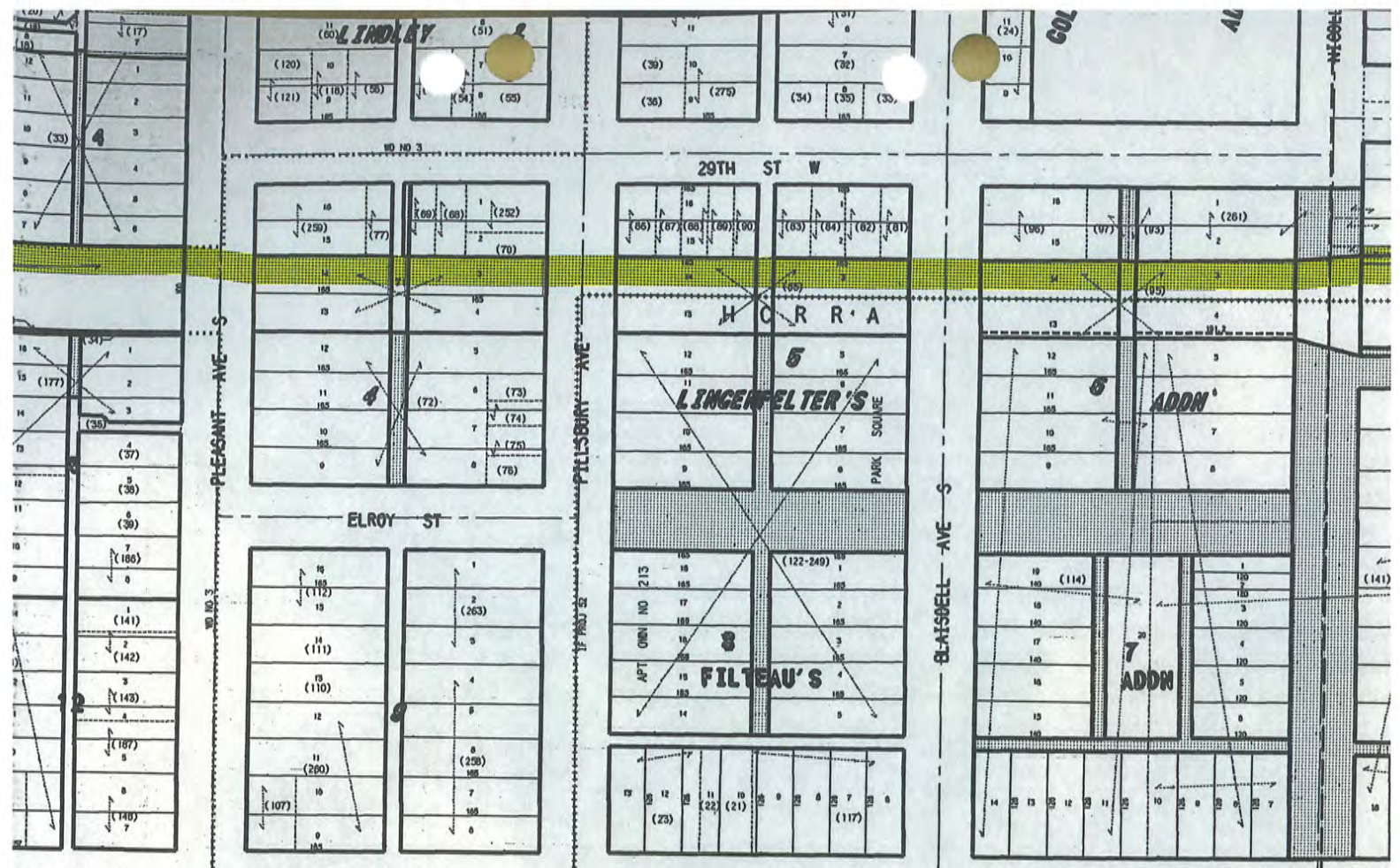
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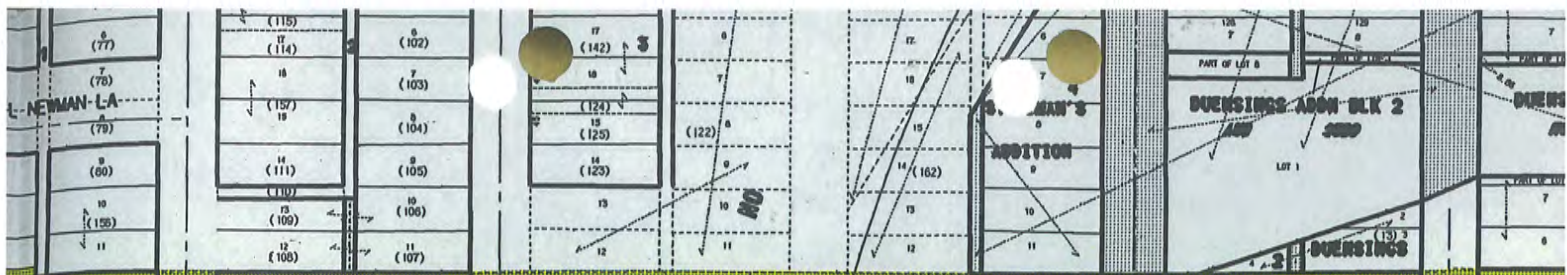


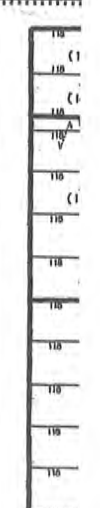
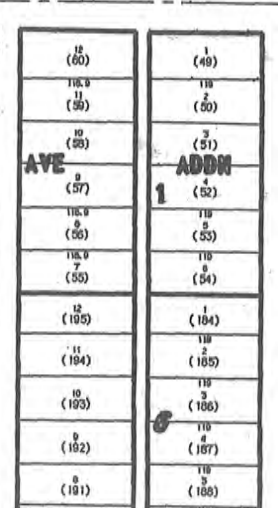
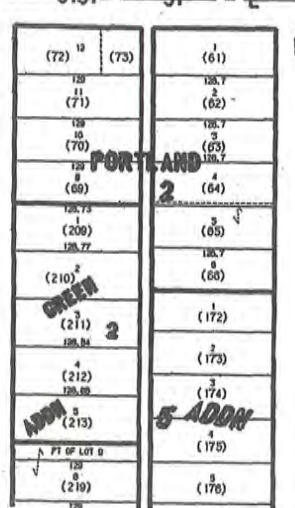
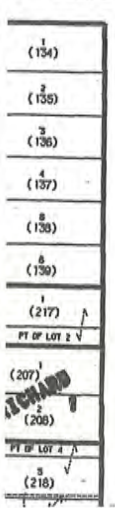
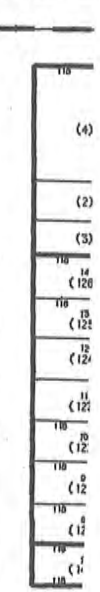
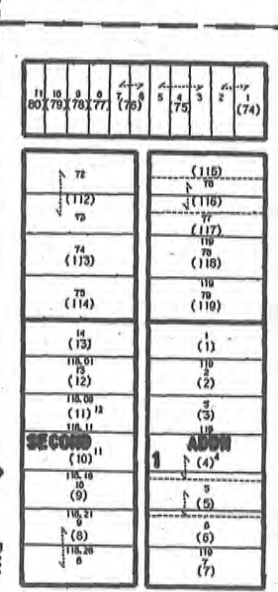
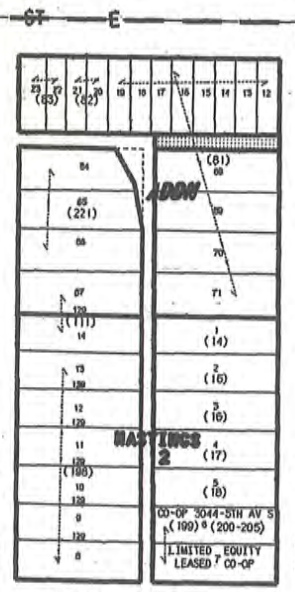
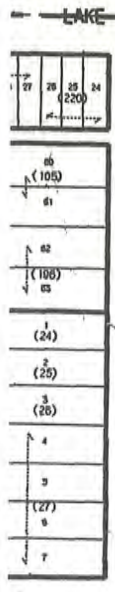
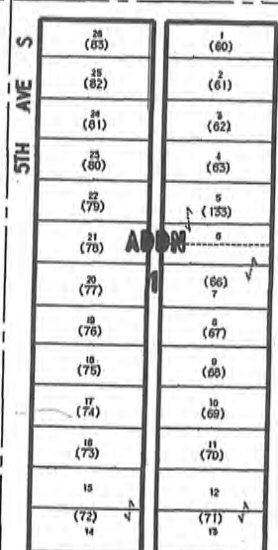
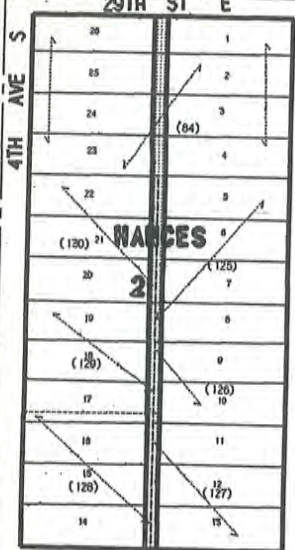
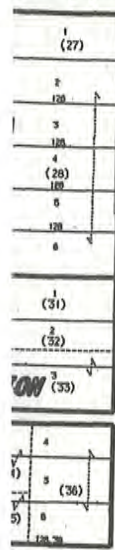
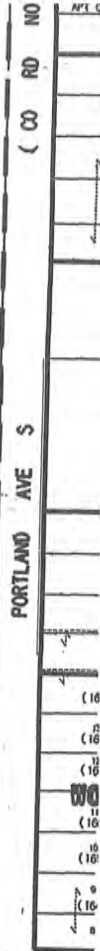
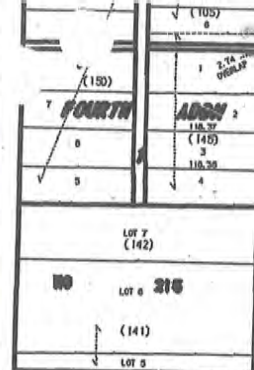
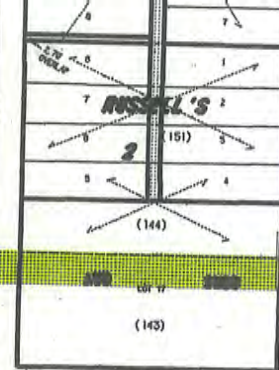
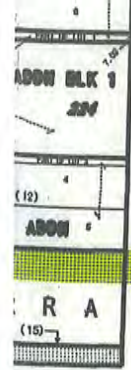












**PERMIT AGREEMENT**  
29<sup>th</sup> St. Greenway – Phase II Trail

This agreement, entered into by and between the Hennepin County Regional Railroad Authority, (hereinafter referred to as the "HCRRA"), a Minnesota political subdivision, and the City of Minneapolis, a Minnesota political subdivision (hereinafter referred to as the "City").

WHEREAS, HCRRA has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29<sup>th</sup> Street Rail Corridor ("Corridor") for the purpose of implementing Light Rail Transit ("LRT") and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business developments known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis, Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway".

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises

HCRRA hereby agrees to grant certain rights and benefits to the City hereinafter described with regard to that certain real property described as follows:

That part of HCRRA's right of way, located in the City of Minneapolis, between 5<sup>th</sup> Ave. So. and Hiawatha Ave., the northerly limits being the northerly HCRRA property line and the southerly limits being the southerly construction limits shown on the construction plans for the 29<sup>th</sup> St. Midtown Greenway – Phase II, attached hereto as, Exhibit "A"

The said real estate shall be hereinafter described as the "Premises."

2. Uses

The Premises shall be for the temporary use of the City, its agents, officers, employees, sub-permittees and invitees for trail purposes, including but not limited to pedestrian use, in-line skating, bicycles and other non motorized uses, and all requirements necessary to the enjoyment of the Premises for said uses. The City shall be granted temporary use of adjacent lands controlled by HCRRA as reasonably required for maintenance of the Premises.

3. Term

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of HCRRA until termination in accordance with Paragraph 4.

4. Termination

Either party may, at any time and for any reason, terminate this Permit by giving one-hundred eighty (180) days' written notice of its intention to do so. Such notice may be served upon HCRRA by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the City of Minneapolis Department of Public Works by delivering a copy thereof to its Director of Public Works. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use

The City acknowledges that the Premises was acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is HCRRA's intention to allow the City to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, HCRRA has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination

On the expiration of one-hundred eighty (180) days after such service of said notice of termination, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party prior to termination. The City shall, without further notice or demand, deliver possession of the Premises to HCRRA at the expiration of said one-hundred eighty (180) days and shall, before the expiration of said one-hundred eighty (180) days, remove all buildings and property placed upon the Premises which it has the right to remove. If it shall fail to remove the buildings and property, its right to remove them, at the option of HCRRA, shall cease and the City's interest to the buildings and property shall be forfeited and the same shall belong to HCRRA. If HCRRA elects, it may, at any time after the expiration of said period of one-hundred eighty (180) days, tear down and/or remove any or all such buildings and property without any liability for damages in any respect whatsoever at the expense of the City. The City shall thereupon promptly reimburse HCRRA for all expenses incurred by it in doing so.

7. Rent

Upon any termination of this Permit, rent shall be paid by the City to the date of termination at the rate of \$1.00 per year.

8. Sub-Permits

The City may grant permits to sub-permittees upon written approval by HCRRA. The City shall submit a copy of the permit to HCRRA for approval. Any sub-permit shall be on the same terms and conditions and limited to the same uses as are contained in this Permit.

HCRRA consents to, and the City will grant to the County of Hennepin and other third parties a temporary construction and access easement for purpose of constructing improvements necessary for the City's use of the Premises and for construction related environmental clean up in a form substantially as contained in Exhibit "B" hereto. HCRRA's consent does not relieve the City of any of the obligations it has undertaken pursuant to this Permit Agreement, including, but not limited to, the City's obligation to defend, indemnify and hold HCRRA harmless contained in Paragraph 12. Upon the City granting such easement, the County of Hennepin and the other third parties shall be considered the City's sub-permittees for purposes of Paragraph 12.

9. Signage

The City shall provide, install and maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the City, by permission of the owner, HCRRA, until the Premises are used for light rail transit or other transportation uses. Any such signage shall also identify the improvement as part of Hennepin Community Works.

10. Nuisance, Waste

The City shall not permit the existence of any nuisance on the Premises. The City, at all times, shall keep the Premises clean and shall comply with all laws, ordinances and regulations respecting the City's business and use and occupation of the Premises. The City, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on the Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on the Premises; provided, however, that the City may post on appropriate structures, informational materials relating to the permitted uses. The City shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

11. Utilities, Title, Existing Rights of Others

The City accepts the Premises subject to the rights of any person, firm or

corporation, including HCRRA in and to any existing telephone, telegraph and/or other wires, poles and facilities, above and underground, of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of the City's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, the City shall bear and pay the cost of so doing. Notwithstanding the foregoing as to the Communication Systems placed on the 29<sup>th</sup> Street Corridor pursuant to Easement Agreement dated November 17, 1998 between Williams Communication, Inc. and HCRRA, and Easement Agreement dated August 22, 2000 by and between Enron Broadband Services, Inc. and HCRRA, City may ask that HCRRA provide the Communication Company with ninety (90) days notice of the need for a required change or alteration to the Communication System due to the operations or planned operations of the City related to the Midtown Greenway pursuant to Par.14.1 of the respective Easement Agreements. HCRRA shall under no circumstances be responsible for the costs of relocation of the Communication System nor shall it be responsible for any failure of the Communications Company to comply with the provisions of Par.14.

The City also accepts the Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and the City shall assume any damages sustained by the City in connection therewith. The City also accepts such Premises subject to rights of any party, including HCRRA, in and to any roadways, easements, leases and permits, whether granted, at HCRRA's sole discretion, either prior to or after the date of this Permit Agreement. The City agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. The City accepts said Premises subject to the right of HCRRA, its employees, agents, the City, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of HCRRA, its employees, agents, the City, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon HCRRA's property.

## 12. Indemnification

The City shall defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, permittees, lessees or other occupiers of the Premises.

Notwithstanding the foregoing, the City is not responsible to defend, indemnify and hold HCRRA harmless for the acts or omission of "other occupiers" who are present on the Premises pursuant to an easement, lease or permit granted to them by HCRRA.

HCRRA shall not be liable to the City or those claiming by, through, or under the City for any injury, death or property damage occurring in, on or about the Premises based upon the design, construction, operation or maintenance of the Premises by the City or any other entity, nor for the loss or damage by reason of the present or future condition of repair

of the Premises, or for the loss or damage arising from the acts or omissions of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, permittees, lessees, or other occupiers of the Premises, including those "other occupiers" present on the Premises pursuant to an easement, lease or other permit granted to them by HCRRA.

13. Insurance

The City further agrees that if in any case the release and indemnity provided in this section shall not be valid, HCRRA shall have the full benefit of any insurance effected by the City upon the property injured, destroyed or damaged and/or against the hazard involved; and the City agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against HCRRA in connection therewith.

14. Covenant

The City, in consideration of the rights granted herein, covenants and agrees to pay the rent promptly, and to fully abide by and perform all and singular the conditions, covenants and agreements to be observed and performed by the City and to yield up the Premises unto HCRRA at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

15. Quiet Enjoyment

HCRRA has the right and authority to enter into this Agreement and if the City pays the rent required hereby and otherwise performs the terms hereof to be performed by the City, the City shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, City acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 11.

16. Waiver

No receipt of money by HCRRA from the City after any default by the City or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of the City shall be implied from omission by HCRRA to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. Breach

It is further agreed between the parties hereto, that if the City shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or

default shall continue for fifteen (15) days after the City's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Permit ended, and to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 4; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, the City, its assigns or heirs shall be liable for reasonable attorney's fees incurred by HCRRA.

18. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, lessees, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be sub-permitted, used or occupied by any party other than the City unless specifically stated herein. HCRRA reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the City or person occupying the Premises during the term of this Permit or any renewal thereof.

19. Improvements, Maintenance

The City shall be responsible for the construction of all improvements necessary to its use of the Premises whether constructed by itself or others, and shall be responsible for the construction of all bridges and crossings including, without limitation, under or over passes, required pursuant to Paragraph 24 deemed necessary for the City to provide trails on the Premises or to otherwise use the Premises. Plans, if any, shall be submitted to HCRRA for prior review and comment. HCRRA reserves the right to reject any plans for construction proposed by The City on the grounds, in HCRRA's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises. The City shall be responsible for maintenance of the Premises at its own expense. Maintenance includes, but is not limited to, maintaining the trail during the winter months, including snow and ice removal, mowing vegetation in areas abutting trails, fences and retaining walls and maintaining vegetation at 6 inches or less, except for those areas identified by HCRRA, from time to time in writing, as Midtown Greenway Landscaping and Planting Sites which shall be maintained in a manner consistent with the character of the landscaping and plantings.

20. Environmental Concerns

The City shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. The City shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by the City, sub-permittees or invitees during the

City's period of use, including conditions introduced by the City, sub-permittees, or invitees which affect other lands. The City expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. The City agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment, and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by the appropriate local, state and federal regulatory agencies. The City hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. HCRRA may enter the Premises during regular business hours of the City without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of the City or without if HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with the City's operations. HCRRA's entry on to the Premises pursuant to this paragraph shall not relieve the City's obligation to pay rent under this Permit.

The City may make any inspections, tests, audits or reviews of the physical condition of the Premises, all at the City's sole cost and expense. Such inspections and tests may include, without limitation, soil tests, soil borings, surveys, environmental audits, and other tests of the Premises ("Environmental Inspection"). If the City elects to abandon its trail project and terminate this agreement due to its Environmental Inspection, the City shall restore the property to its prior condition, and provide HCRRA with copies of all reports and test result. The City agrees to indemnify, defend, and hold HCRRA harmless from any and all actual out-of-pocket expenses incurred by HCRRA related to containing or disposing of any contaminated materials released by such inspections.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement the City hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations regarding any hazardous waste, pollutant, contaminant or petroleum-related material (collectively "contamination.") on the Premises necessary for the City's use of the Premises for trail and park purposes regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. However, should the City elect in its sole discretion to abandon its trail project and terminate this agreement, due to its Environmental Inspection, the City shall not be obliged to bear expenses enumerated in this sentence. Further, the City agreed to defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents and employees from any liability, claims, causes of action, judgements, damages, losses, costs or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum-related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. The City expressly agrees that the

obligations it hereby assumes related to construction and operation of the park trail, shall survive the cancellation of this Permit.

For the below listed sites only, and only where such costs are not covered by third parties, HCRRA agrees to be responsible for contamination cleanup costs necessary for implementing Construction Plans dated August 1, 2002 for the 29th Street Midtown Greenway-Phase II Project in that said costs are also necessary for implementing future rail transit on the Corridor:

- a) the Sears Tunnel asbestos clean up Project identified as Minnesota Pollution Control Agency VIC Project No. VP16060;
- b) that portion of the Minnesota Department of Agriculture CMC Lite Yard Site located within the boundaries of the Permitted Premises on HCRRA's right of way generally known as the south wye.

21. Compliance with Laws, Ordinances and Rule

The City agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises. The City agrees to comply with rules as may be promulgated from time to time by HCRRA. The City may enforce its ordinances on the Premises, as it applies to third parties.

22. Condition of Premises Inspection

The City accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by HCRRA as to the physical condition or fitness or suitability for any particular purpose, express or implied. The City is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

23. Liens and Encumbrances

The City shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by the City, its agents, employees, customers, invitees, sub-permittees, or other occupiers of the Premises pursuant to this Permit.

24. Relocation

In the event HCRRA determines, at its sole discretion, that relocation of the City's trail and any trail related facilities including, but not limited to, bridges and crossings added by the City or added on behalf of the City for trail purposes, is required to accommodate HCRRA's use of the Corridor for transportation purposes,, the City shall be required at its expense, and at

no cost to HCRRA to relocate, remove or alter all or any part of the City's trail improvements necessary to accommodate such use.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of \_\_\_\_\_, 20\_\_\_\_.

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**

Approved as to form and execution:

[Signature]  
Assistant County Attorney  
Date: 03/03/03

By: [Signature]  
Chair, of Its Board  
Date: 3/14/03

And: [Signature]  
Deputy/Executive Director  
Date: 3/14/03

Attest: [Signature]  
Deputy/Clerk of Authority Board  
Date: 3-14-03

Approved as to form ~~\_\_\_\_\_~~  
[Signature]  
Attorney for City of Minneapolis  
Date: 1/27/03

**CITY OF MINNEAPOLIS**

By: [Signature]  
Mayor  
Date: \_\_\_\_\_

Attest: [Signature]  
Assistant City Clerk  
Date: 2/14/2003

And: [Signature]  
Director of Public Works  
Date: 2-4-03

And: [Signature]  
Acting Assistant/City Finance Officer  
Date: \_\_\_\_\_

**PERMIT AGREEMENT**  
29<sup>th</sup> St. Greenway – Phase III Trail

This agreement (“Permit Agreement”), entered into by and between the Hennepin County Regional Railroad Authority, (hereinafter referred to as the “HCRRA”), a Minnesota political subdivision, and the City of Minneapolis, a Minnesota political subdivision (hereinafter referred to as the “City”).

WHEREAS, HCRRA has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and the west bank of the Mississippi River, in the City of Minneapolis known as the 29<sup>th</sup> Street Rail Corridor (“Corridor”) for the purpose of implementing Light Rail Transit (“LRT”) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business developments known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis, Hennepin County and HCRRA have named this Community Works project, the “Midtown Greenway”, and

WHEREAS, the City of Minneapolis desires to implement temporary trail use on that portion of the Corridor lying between Minnehaha Avenue and the west bank of the Mississippi River (“Trail”); and

WHEREAS, HCRRA has acquired this portion of the Corridor from the Soo Line Railroad Company (“Soo”) pursuant to that certain Purchase and Sale Agreement dated December 2, 2004, between HCRRA and Soo (“Soo Agreement”); and

WHEREAS, Soo has retained the rail line that runs parallel to and is immediately adjacent to the Premises (“Soo’s Rail Line”). Freight rail operations will continue on Soo’s Rail Line during the period in which City will construct and operate the Trail.

Pursuant to the Soo Agreement, certain covenants and obligations run with the land. City is willing to assume said obligations and abide by the covenants.

In consideration of the covenants by and between the parties contained in this Permit Agreement, it is hereby agreed:

1. Premises

HCRRA hereby agrees to grant certain rights and benefits to the City hereinafter described with regard to that certain real property described as follows:

That part of HCRRA's right of way, located in the City of Minneapolis, between Minnehaha Ave. and the west bank of the Mississippi River, the northerly limits being a line parallel with and twenty feet southerly of the existing Soo Line Railroad Company railroad tracks. The southerly limits being the southerly construction limits shown on the construction plans for the 29<sup>th</sup> St. Midtown Greenway – Phase III, attached hereto as, Exhibit "A".

The said real estate shall be hereinafter described as the "Premises."

2. Uses

The Premises shall be for the temporary use of the City, its agents, officers, employees, sub-permittees and invitees for trail purposes, including but not limited to pedestrian use, in-line skating, bicycles and other non motorized uses, and all requirements necessary to the enjoyment of the Premises for said uses. The City shall be granted temporary use of adjacent lands controlled by HCRRA as reasonably required for maintenance of the Premises.

3. Term

The term of this Permit shall be for an indefinite period, commencing on execution of this Permit Agreement by the Chair of HCRRA until termination in accordance with Paragraph 4.

4. Termination

Either party may, at any time and for any reason, terminate this Permit by giving one hundred eighty (180) days' written notice to the other of its intention to do so in accordance with provisions of Paragraph 26. Except as provided herein and in Paragraph 17, this Permit Agreement may not be terminated or revoked by either party.

5. Temporary Nature of Use

The City acknowledges that the Premises was acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is HCRRA's intention to allow the City to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, HCRRA has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination

On the expiration of one-hundred eighty (180) days after service of notice of termination, this Permit, and all rights hereunder, shall terminate and be at an end, saving and excepting such rights as may have accrued to either party prior to termination. The City

shall, without further notice or demand, deliver possession of the Premises to HCRRA at the expiration of said one-hundred eighty (180) days and shall, before the expiration of said one-hundred eighty (180) days, remove all buildings and property placed upon the Premises which it has the right to remove. If it shall fail to remove the buildings and property, its right to remove them, at the option of HCRRA, shall cease and the City's interest to the buildings and property shall be forfeited and the same shall belong to HCRRA. If HCRRA elects, it may, at any time after the expiration of said period of one-hundred eighty (180) days, tear down and/or remove any or all such buildings and property without any liability for damages in any respect whatsoever at the expense of the City. The City shall thereupon promptly reimburse HCRRA for all expenses incurred by it in doing so.

7. Rent

Upon any termination of this Permit, rent shall be paid by the City to the date of termination at the rate of \$1.00 per year.

8. Sub-Permits

The City may grant permits to sub-permittees upon written approval by HCRRA. The City shall submit a copy of the permit to HCRRA for approval. Any sub-permit shall be on the same terms and conditions and limited to the same uses as are contained in this Permit.

HCRRA consents to, and the City will grant to the County of Hennepin and other third parties a temporary construction and access easement for purpose of constructing improvements necessary for the City's use of the Premises and for construction related environmental clean up in a form substantially as contained in Exhibit "B" hereto. HCRRA's consent does not relieve the City of any of the obligations it has undertaken pursuant to this Permit Agreement, including, but not limited to, the City's obligation to defend, indemnify and hold HCRRA harmless contained in Paragraph 12. Upon the City granting such easement, the County of Hennepin and the other third parties shall be considered the City's sub-permittees for purposes of Paragraph 12.

9. Signage

The City shall provide, install and maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the City, by permission of the owner, HCRRA, until the Premises are used for light rail transit or other transportation uses. Any such signage shall also identify the improvement as part of Hennepin Community Works.

10. Nuisance, Waste

The City shall not permit the existence of any nuisance on the Premises. The City, at all times, shall keep the Premises clean and shall comply with all laws, ordinances and regulations respecting the City's business and use and occupation of the Premises. The City, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on the Premises by or under any such regulations, ordinances

or laws. No bills, posters or advertising matter of any kind shall be posted on the Premises; provided, however, that the City may post on appropriate structures, informational materials relating to the permitted uses. The City shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, fencing, pathways or other improvements on the Premises when necessary.

#### 11. Utilities, Title, Rights of Others

The City accepts the Premises subject to the rights of any person, firm or corporation, including HCRRA and Soo in and to any existing telephone, telegraph and/or other wires, poles and facilities, above and underground, of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of the City's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, the City shall bear and pay the cost of so doing.

The City also accepts the Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and the City shall assume any damages sustained by the City in connection therewith. The City also accepts such Premises subject to rights of any party, including HCRRA and Soo, in and to any roadways, easements, leases and permits, whether granted, at HCRRA's sole discretion, either prior to or after the date of this Permit Agreement. The City agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. The City accepts said Premises subject to the right of HCRRA, its employees, agents, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of HCRRA, its employees, agents, lessees, and contractors to temporarily place equipment upon the Premises when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon HCRRA's other property.

#### 12. Indemnification

The City shall defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, permittees, lessees or other occupiers of the Premises.

Notwithstanding the foregoing, the City is not responsible to defend, indemnify and hold HCRRA harmless for the acts or omission of "other occupiers" who are present on the Premises pursuant to an easement, lease or permit granted to them by HCRRA.

HCRRA shall not be liable to the City or those claiming by, through, or under the City for any injury, death or property damage occurring in, on or about the Premises based upon the design, construction, operation or maintenance of the Premises by the City or any other entity or resulting from the presence of freight rail operations adjacent to the Premises, nor for the loss or damage by reason of the present or future condition of repair of the Premises,

or for the loss or damage arising from the acts or omissions of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, permittees, lessees, or other occupiers of the Premises, including those “other occupiers” present on the Premises pursuant to an easement, lease or other permit granted to them by HCRRA.

### 13. Insurance

The City further agrees that if in any case the release and indemnity provided in this paragraph shall not be valid, HCRRA shall have the full benefit of any insurance effected by the City upon the property injured, destroyed or damaged and/or against the hazard involved; and the City agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against HCRRA in connection therewith.

13.1 Trail Operations, Insurance and Self-Insurance: During such time as Trail operations or construction activities related to Trail operations are conducted on the Premises, City shall, at its entire cost and expense, maintain, and require any contractor or agent acting on its behalf to maintain, until written notice from HCRRA to City of Abandonment of all common carrier railroad activity on Soo’s Rail Line, the following insurance:

13.1.1 Commercial General Liability: City shall maintain comprehensive general liability insurance (or be fully self-insured for the same) which shall insure City against loss, with limits of liability of not less than \$5,000,000 during the periods of any construction on the Premises and \$2,000,000 at all other times, combined single limits with respect to injuries to or death of one or more persons and damage to property in any one occurrence (or such other lesser amounts within the limits provided for by Minn. Stat. Sec. 466.04, as it may from time to time be amended).

13.1.2 Railroad Protective Liability Coverage: During any periods of construction on the Premises, City shall maintain at its sole expense, in effect a railroad protective liability policy of insurance insuring HCRRA and Soo with limits of liability of not less than \$5,000,000 and \$2,000,000 at all other times, with respect to combined single limits with respect to injuries to or death of one or more persons and damage to property in any one occurrence.

13.1.3 Workers’ Compensation Insurance: At all times City shall maintain workers’ compensation insurance (or be fully self-insured for the same) in a manner that fully meets the requirements of the laws of the State of Minnesota, including the requirements of an occupational disease law.

13.1.4 General Provisions: All insurance coverage amounts in this Paragraph 13 shall be adjusted every five years in proportion to the change in the Consumer Price Index, All Items, All Urban

Consumers, U.S. City Average, 1982-84=100, during the preceding five year period. City shall require the companies insuring City to waive all rights of subrogation against HCRRA and Soo (or any other railway company) which the insurer may have as a result of any loss. City shall require the company issuing comprehensive general liability coverage to provide coverage for the risks covered by the indemnity provisions herein for the benefit of HCRRA. City shall also name HCRRA and Soo as an additional insured and provide a certificate of insurance to HCRRA and Soo evidencing the coverages required above and further providing that such insurance shall not be canceled by the insured or the insurer on less than thirty days' advance written notice to HCRRA and Soo. Notwithstanding the foregoing, City or any successor or assign that is a public agency will be permitted to self-insure the risks covered by insurance required under this Paragraph 13. The above provisions shall not act as, and it is not City's or HCRRA's intent that the foregoing provisions shall act as, a waiver of any of City's or HCRRA's defenses, immunities or other limitations on liability granted by statute or common law.

#### 14. Covenants

The City, in consideration of the rights granted herein, covenants and agrees to pay the rent promptly, and to fully abide by and perform all and singular the conditions, covenants and agreements to be observed and performed by the City and to yield up the Premises unto HCRRA at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

**14.1 Trail Operations Fence Covenant.** City hereby covenants to construct, maintain, repair and replace at its sole cost and expense, a fence reasonably acceptable to HCRRA and Soo and complying with all applicable laws and regulations (including, but not limited to, laws and regulations governing the fencing of railroad property) so long as Trail operations are conducted on the Premises. The fence shall run along the track side boundary line of the Premises. The fence shall be constructed by the earlier of: (i) the date of completion of any Trail construction activity on the Premises by City, or (ii) within sixty (60) days following written notice from HCRRA or Soo, based upon planned commencement of Trail operations. This covenant will automatically terminate on the date of Abandonment of Soo's Rail Line, as defined by this Permit Agreement. If it is necessary for City to have access to Soo's Rail Line in order to install the fencing required in this paragraph, City shall obtain permission from Soo for right of entry at that time.

14.2 Environmental Covenant - Covenant Not to Sue. By entering into this Permit Agreement, City acknowledges that it is accepting the Premises in an "AS IS" condition and covenants and agrees not to sue HCRRA and Soo and their

respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, lessees and assigns, or anyone acting on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that City had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Premises in existence prior to the effective date of this Permit Agreement. The foregoing shall apply to any condition of the Premises, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Premises, whether such Hazardous Substance is located on or under the Premises, or has migrated from or to the Premises, regardless of whether the foregoing condition of the Premises was caused in whole or in part by HCRRA's or Soo's actions or inactions.

14.3 General Release and Covenant Not to Sue. City acknowledges and agrees that the movement of Soo's locomotives, trains or cars and the work incidental to the maintenance of the right of way and tracks near the Premises involves some risk of injury to people and damage to structures and property. As one of the material considerations of this Permit Agreement (without which it would not be executed by HCRRA) City expressly assumes said risk and hereby releases and covenants not to sue HCRRA or Soo with regard to any and all claims related to any Trail operations conducted on the Premises, of every kind, past, present or future, existing or contingent, known or unknown, arising from any injury or death of individuals, injury to any corporation or other entity and damage to real or personal property (including property of the parties and Soo hereto), including structures and their appurtenances, equipment and appliances, while such persons or property are in or on the Premises or on or near Soo's Rail Line, including, but not limited to, when such injury or damage has been caused by or is attributable to, in whole or in part, by Soo's operation of locomotives, trains or cars, the performance of maintenance in the vicinity of the Premises, or any other act or omission of Soo except to the extent caused by Soo's intentional malicious acts. The foregoing release and covenant not to sue shall benefit Soo, Soo's lessees as of the date HCRRA accepted transfer of title to the Premises from Soo and their directors, officers, employees, stockholders, divisions, agents, affiliates, subsidiaries or anyone acting on their behalf and HCRRA (the "Released Parties") and to the successors and assigns of the Released Parties, to the extent that such successor or assign acquires all, or a controlling interest in a Released Party, and is (i) a Class I railroad, as defined by the Surface Transportation Board, or (ii) a governmentally-owned or controlled rail operator.

#### 15. Quiet Enjoyment

HCRRA has the right and authority to enter into this Permit Agreement and if the City pays the rent required hereby and otherwise performs the terms hereof to be performed by the City, the City shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing,

City acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraphs 11 and 20, and as otherwise provided by this Permit Agreement.

16. Waiver

No receipt of money by HCRRA from the City after any default by the City or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of the City shall be implied from omission by HCRRA to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. Breach

It is further agreed between the parties hereto, that if the City shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after the City's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Permit ended, and to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 6; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, the City, its assigns or heirs shall be liable for reasonable attorney's fees incurred by HCRRA.

18. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, lessees, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be sub-permitted, used or occupied by any party other than the City unless specifically stated herein. HCRRA reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the City or person occupying the Premises during the term of this Permit or any renewal thereof.

19. Improvements, Maintenance

The City shall be responsible for the construction of all improvements necessary to its use of the Premises whether constructed by itself or others, and shall be responsible for the construction of all bridges and crossings including, without limitation, under or over passes, required pursuant to Paragraph 24 deemed necessary for the City to provide

trails on the Premises or to otherwise use the Premises. Further, City shall be responsible for all requirements as to fencing pursuant to Paragraph 14. Plans, if any, shall be submitted to HCRRA for prior review and comment. HCRRA reserves the right to reject any plans for construction proposed by the City on the grounds, in HCRRA's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or that Soo has determined that the plans for fencing are unacceptable pursuant to Paragraph 14. The City shall be responsible for maintenance of the Premises at its own expense. Maintenance includes, but is not limited to, maintaining the Trail during the winter months, including snow and ice removal, mowing vegetation in areas abutting trails, fences and retaining walls and maintaining vegetation at 6 inches or less, except for those areas identified by HCRRA, from time to time in writing, as Midtown Greenway Landscaping and Planting Sites which shall be maintained in a manner consistent with the character of the landscaping and plantings.

The City recognizes that in accordance with HCRRA's authorizing statutes, HCRRA is not assuming, nor does it agree to undertake, liability or risk from the construction, operation, or maintenance of the Trail. City has entered into a Memorandum of Understanding (MOU) with Hennepin County setting forth responsibilities for construction, operation and maintenance of the Trail for Phase 2 and Phase 3 of the Midtown Greenway, which is attached hereto as Exhibit "C" and is hereby incorporated into this Permit Agreement by reference. The foregoing incorporation does not limit or change the City's obligations and responsibilities to HCRRA under this Permit Agreement. Nor does it in anyway preclude HCRRA from obtaining relief against City, whether at law or equity, for the breach of any of those obligations or responsibilities.

## 20. Environmental Concerns

The City shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. The City shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by the City, sub-permittees or invitees during the City's period of use, including conditions introduced by the City, sub-permittees, or invitees which affect other lands. The City expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. The City agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment, and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by the appropriate local, state and federal regulatory agencies. The City hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. HCRRA may enter the Premises during regular business hours of the City without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of the City or without if

HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with the City's operations. HCRRA's entry on to the Premises pursuant to this paragraph shall not relieve the City's obligation to pay rent under this Permit.

The City may make any inspections, tests, audits or reviews of the physical condition of the Premises, all at the City's sole cost and expense. Such inspections and tests may include, without limitation, soil tests, soil borings, surveys, environmental audits, and other tests of the Premises ("Environmental Inspection"). If the City elects to abandon its Trail project and terminate this agreement due to its Environmental Inspection, the City shall restore the property to its prior condition, and provide HCRRA with copies of all reports and test result. The City agrees to indemnify, defend, and hold HCRRA harmless from any and all actual out-of-pocket expenses incurred by HCRRA related to containing or disposing of any contaminated materials released by such inspections.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement the City hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all Environmental Laws necessary for the City's use of the Premises for Trail purposes regardless of whether or not the Hazardous Substances to which the Environmental Laws apply were present on the Premises before or after the commencement of this Permit Agreement. However, should the City elect in its sole discretion to abandon its Trail project and terminate this agreement, due to its Environmental Inspection, the City shall not be obliged to bear expenses enumerated in this sentence. Further, the City agrees to defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents and employees from any liability, claims, causes of action, judgements, damages, losses, costs or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any Hazardous Substances on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. The City expressly agrees that the obligations it hereby assumes related to construction and operation of the Trail, shall survive the cancellation of this Permit.

#### 21. Compliance with Laws, Ordinances and Rule

The City agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises. The City agrees to comply with rules as may be promulgated from time to time by HCRRA. The City may enforce its ordinances on the Premises, as it applies to third parties.

#### 22. Condition of Premises Inspection

The City accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by HCRRA as to the physical condition or fitness or suitability for any particular purpose, express or implied. The City is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

23. Liens and Encumbrances

The City shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by the City, its agents, employees, customers, invitees, sub-permittees, or other occupiers of the Premises pursuant to this Permit.

24. Relocation

In the event HCRRA determines, at its sole discretion, that relocation of the City's Trail and any Trail related facilities including, but not limited to, bridges and crossings added by the City or added on behalf of the City for Trail purposes, is required to accommodate HCRRA's use of the Corridor for transportation purposes, the City shall be required at its expense, and at no cost to HCRRA to relocate, remove or alter all or any part of the City's Trail improvements necessary to accommodate such use.

25. Assignment and Assumption of Obligations – Soo Agreement; Consent of Soo Required

In consideration for the rights granted to City by this Permit Agreement to construct and operate the Trail on the Premises, HCRRA hereby assigns and City hereby assumes all trail related obligations contained in the Soo Agreement, including without limitation the Trail Operations Fence Covenant contained in Paragraph 5 and the Insurance obligations contained in Paragraph 24 of the Soo Agreement ("Trail Obligations"). City understands and acknowledges that City may not exercise the rights granted by this Permit Agreement until this assignment and assumption of the Trail Obligations by City has been consented to in writing by Soo.

26. Notice

Notices permitted or required by this Permit Agreement must be in writing and shall be delivered in legible form to the business address of the party to whom addressed. The business addresses of the parties are as follows:

To HCRRA: Hennepin County Regional Railroad Authority  
417 North Fifth Street, Suite 320  
Minneapolis, MN 55401  
Attn: Manager of Leasing and Land Management

To City: City of Minneapolis Department of Public Works  
Attn: Director of Public Works  
City Hall, Room 203  
305 South 5<sup>th</sup> Street  
Minneapolis, MN 55415-1315

To Soo: Canadian Pacific Railway  
501 Marquette Avenue, Suite 804  
Minneapolis, MN 55402  
Attn: Directory, Real Estate Marketing, US

27. Definitions

“Abandonment” shall mean the date that is twelve (12) months after Soo, or its successor or assign, discontinues rail operations upon Soo’s Rail Line with the intention of not resuming rail operations and following the exercise by Soo of authority granted by the Surface Transportation Board (STB) or other applicable authorization, to abandon its common carrier railroad operations upon Soo’s Rail Line, or such other earlier date following abandonment authorization that Soo may stipulate.

“Claims” shall mean any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorneys’ fees, consultants’ fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

“Environmental Law” shall mean the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) 42 U.S.C. § 9601 et seq. the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted.

“Hazardous Substance” or “Hazardous Substances” shall mean any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

IN WITNESS WHEREOF, the parties hereto have signed this Permit as of \_\_\_\_\_, 2005.

Reviewed by County Attorney's Office:

Date: 5/10/05

73-53003  
C-21733

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**

BY:

[Signature]  
Chair of Its Board

Date: 5/10/05

And:

[Signature]  
Deputy/Executive Director

Date: 5-9-05

Attest: [Signature]  
Deputy/Clerk of Authority Board

Date: 5-18-05

**CITY OF MINNEAPOLIS**

Approved

By: [Signature]  
City Engineer-Director of Public Works

Date: 4-18-05

Approved as to Form:

By: [Signature]  
Assistant City Attorney

Date: April 13, 2005

Approved

By: [Signature]  
City Finance Officer or Designee

Date: 4-21-05

## Exhibit C

### Trailside Amenities Lifespan

<b>Category</b>	<b>Expected Useful Life (EUL), Average Years</b>
Sign/Wayfinding	15 Years
Bench	15 Years
Refuse	10 Years
Recycling	10 Years
Concrete Pad	25 Years
Drinking Fountain	10 Years



TO: Minneapolis Park and Recreation Board

FROM: Mimi Kalb, Assistant Superintendent, Recreation

DATE: 12/04/2024

SUBJECT: PRESENTATION OF NEW MODEL FOR CITYWIDE NEEDS BASED FREE AND REDUCED COST YOUTH PROGRAMMING STRATEGY

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## **BACKGROUND**

Currently the MPRB free and reduced cost programs include three options for youth: Fee Assistance, Scholarship, ACP Free Youth Programming (at 17 sites), and Free Rec Plus (at 3 sites). A new citywide, needs-based strategy combining the current options, that will take effect for summer 2025 programs, will be presented and discussed. This strategy presentation is in response to the Budget Action Goal “Identify a Citywide needs based free and reduced cost programming strategy for the Minneapolis Parks to replace the three current programs.”

This discussion items supports the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036.

### **Goal:**

01. Foster belonging and equity

03. Provide core services with care

### **Strategy:**

1.8: Prioritize youth and seniors in programming and park projects through ongoing research, proactive engagement, and embedding innovation in our culture and practices.

3.9: Implement programming that sets the standard for all other youth-serving organizations in the city, and strategically align youth programming and childcare to fill gaps in city and other partner agency offerings.

**MK 11/25/24**

*Jbr 12.4.2024*



TO: Minneapolis Park and Recreation Board

FROM: Michael Schroeder, Assistant Superintendent, Planning Division

DATE: 4 December 2024

SUBJECT: DISCUSSION OF DIAMOND SPORTS FACILITIES STUDY AND IMPROVEMENT OF FIELDS FOR HIGH SCHOOL GIRLS SOFTBALL

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## **BACKGROUND**

The Board of Commissioners, through Resolution 2022-341, directed a study of athletic facilities in the MPRB system. The first of those studies addresses Diamond Sports with a specific goal and charges as indicated in the Board's directive:

- Goal: To establish facilities for athletic pursuits providing high-level experiences for users regardless of ability.
- Charge: To engage separate Advisory Committees to develop directions for improving athletic facilities (diamond sports, athletic field sports, court sports, and winter sports) in the Minneapolis park system.
- Charge: To develop facility plans for Diamond Sports, Athletic Field Sports, Courts Sports, and Winter Recreation. The plans shall provide guidance relative to classification of existing facilities according to standards developed as a part of the planning process. The study process shall consider and recommend standards for access and use, permits for recreation use, standards for care for each type, distribution of facilities (as a confirmation of distribution established in Service Area Master Plans), enhancement or expansion of facilities, and other factors relevant to increasing the use and quality of experience for various athletic facilities in the MPRB system. Articulation of the various plans will be aligned with previously created Skate Park Activity Plan and Urban Agriculture Plan.

The response to the charge involved a Technical Advisory Committee comprised of representatives of diamond sports organizations using MPRB facilities as well as staff responsible for scheduling and maintaining fields. The report attempts to frame that input with a series of actions necessary for advancement, many of which have associated staffing and funding needs. With a few remaining details, the report on diamond sports facilities is nearly complete and will be shared with the Board of Commissioners.

Further actions by the Board of Commissioners directed the improvement of fields, with specifications aligned with high school girls softball. Staff and the TAC formed an initial recommendation, but the number and locations of fields slated for improvements has continued



to evolve. Commissioners will be provided with a list of those and other possibilities, recognizing the limited funding currently available for this purpose.

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This discussion items supports the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036.

**Goal:**

01. Foster belonging and equity

02. Steward a continuum of nature and recreation

**Strategy:**

1.2: Connect the stories of park history with the stories of today's park users, projects and staff, and promote them widely.

2.1: Prioritize preservation of historic, cultural and scenic resources with protection of natural resources and contemporary recreational needs in park management, design, implementation, interpretation, and development decisions.

**Attachments: None**

*Jbr 12.4.2024*



TO: Minneapolis Park and Recreation Board

FROM: Jennifer Ringold, Deputy Superintendent

DATE: December 4, 2024

SUBJECT: MINNEAPOLIS PARK & RECREATION BOARD ACTIVE PROFESSIONAL SERVICE  
AGREEMENTS 11-21-2024

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**Attachments:**

Attachment A - Active Professional Service Agreements 11-21-2024

*Jbr 12.4.2024*

Minneapolis Park and Recreation Board  
Professional Services - Active  
11-21-2024

Fund	Dept	Supplier Name	Supplier ID	Contract	Begin Dt	Expire Dt	Max. Contract Amt	PO No.	Available Contract Balance	Sum Expended Amount	Contract Description	Document Contract Manager
14300	9101000	106 GROUP LTD, THE	16670	COM0004897	1/1/2022	12/31/2024	\$ 150,000.00	841730	\$ 150,000.00	\$ -	MPRB - ARCHAEOLOGY AND HISTORY	Clifton P Swenson
11500	7101331	ACRT, INC.	3313	COM0004471	9/1/2021	8/31/2026	\$ 100,000.00	834938	\$ 25,309.40	\$ 74,690.60	MPRB - ARBORIST TRAINING	INACTIVE Ralph C. Sievert
14300	9101000	Advance Consulting LLC	33393	COM0007822	1/15/2024	12/31/2025	\$ 50,000.00	924041	\$ 46,100.00	\$ 3,900.00	MPRB - INDIGENOUS EVAL SVCS	Clifton P Swenson
11500	7101109	AGG MARKETING LLC	24097	COM0007882	3/15/2024	12/31/2024	\$ 57,400.00	926001	\$ 19,516.00	\$ 37,884.00	MPRB - RETENTION & RECRUITMENT	Jennifer B Ringold
14300	9101000	ALTA PLANNING & DESIGN, INC.	12796	COM0004489	10/1/2021	12/31/2024	\$ 150,000.00	832405	\$ 120,140.05	\$ 29,859.95	MPRB-PLANNING AND ENGINEERING	Clifton P Swenson
14300	9101000	AMERICAN ENGINEERING TESTING, INC.	6595	COM0007271	9/15/2023	12/31/2026	\$ 150,000.00	906684	\$ 113,236.24	\$ 36,763.76	MPRB-BUILDING SERVICES	Clifton P Swenson
11500	7101701	AON RISK CONSULTANTS, INC.	26165	COM0000455	1/1/2019	12/31/2024	\$ 30,000.00	727224	\$ 30,000.00	\$ -	MPRB-ACTUARIAL SERVICES	Julia M Wiseman
11500	7101701	AON RISK INSURANCE SERVICES WEST, INC.	27000	COM0001187	1/1/2019	12/31/2024	\$ 36,000.00	744111	\$ 12,000.00	\$ 24,000.00	MPRB-ACTUARIAL SERVICES	Julia M Wiseman
11500	7101105	ARCSTONE TECHNOLOGY, INC.	25348	COM0007841	5/1/2024	5/1/2029	\$ 118,150.00	924554	\$ 117,036.25	\$ 1,113.75	MPRB - WEB MGMT SVCS	Cisco, Taylor
11500	7101105	ARCSTONE TECHNOLOGY, INC.	25348	C-43714	5/14/2018	5/1/2024	\$ 195,500.00	746935	\$ 12,602.52	\$ 182,897.48	MPRB- MIGRATON PUBLIC WEBSITE	Cisco, Taylor
11500	7106550	ARTEDUTC LLC	33427	COM0007840	4/1/2024	4/1/2025	\$ 25,000.00	926281	\$ 25,000.00	\$ -	MPRB - DRAWING CLASSES	Steve Thompson
11500	7107600	Arux Software, Inc.	29593	COM0004139	8/9/2021	8/9/2026	\$ 125,000.00	823208	\$ 125,000.00	\$ -	MPRB-RECREATION SOFTWARE	Chad William Lauber
14300	9101100	ASPINWALL, CARRIE	23999	COM0007551	12/1/2023	12/31/2025	\$ 100,000.00	917047	\$ 77,100.00	\$ 22,900.00	MPRB-COMMUNICATIONS-OUTREACH	Clifton P Swenson
14300	9101000	ASPINWALL, CARRIE	23999	COM0007275	8/15/2023	12/31/2025	\$ 43,100.00	906721	\$ 7,248.12	\$ 35,851.88	MPRB-DOCUMENT MGMT SERVICES	Carrie Ann Christensen
11500	7106103	AVHS Theater Booster Club	30371	COM0008156	5/13/2024	12/31/2024	\$ 10,400.00	933367	\$ -	\$ 10,400.00	MPRB - ETC PRODUCTIONS/ISD 196	Steve Thompson
16600	7107608	AVI SYSTEMS, INC.	155	COM0004291	9/1/2021	8/31/2026	\$ 150,000.00	830501	\$ 57,565.06	\$ 92,434.94	MPRB-CONFERENCE TECHNOLOGY	Chad William Lauber
14300	9101100	BACKGROUND STORIES CO	22605	COM0006244	12/1/2022	12/31/2025	\$ 100,000.00	873349	\$ 100,000.00	\$ -	MPRB-PUBLIC OUTREACH	Clifton P Swenson
11500	7101105	BACKGROUND STORIES CO	22605	COM0006298	12/1/2022	12/31/2024	\$ 16,000.00	874735	\$ 3,737.50	\$ 12,262.50	MPRB-DESIGN WORK 22 ANNUAL RPT	Dawn T Sommers
11500	7101511	BANC, LLP	32546	COM0007120	1/1/2023	1/1/2028	\$ 100,000.00	900735	\$ 53,690.00	\$ 46,310.00	MPRB-EMPLOYMENT CONSULTATION	Mae Ruth Brooks
14300	9101000	BARR ENGINEERING COMPANY	192	COM0007070	6/15/2023	12/31/2026	\$ 175,000.00	899194	\$ 115,217.89	\$ 59,782.11	MPRB-ENVIRONMENTAL CONSULTING	Clifton P Swenson
14300	9101200	BARR ENGINEERING COMPANY	192	COM0004064	5/19/2021	12/31/2025	\$ 501,538.00	819808	\$ 19,862.25	\$ 481,675.75	MPRB - ARCHITECT SERVICES	Carrie Ann Christensen
14300	9101000	BARR ENGINEERING COMPANY	192	COM0004912	1/1/2022	12/31/2024	\$ 150,000.00	841242	\$ 11,929.77	\$ 138,070.23	MPRB-ENVIRONMENTAL- CONSULTING	Clifton P Swenson
11500	7106400	Baztec, Inc.	32493	COM0007061	6/22/2023	6/24/2028	\$ 20,000.00	898655	\$ 10,950.00	\$ 9,050.00	MPRB-FISHING PROGRAMING SERVIC	Peter Jaeger
14300	9101200	BENTZ THOMPSON & RIETOW, INC.	210	COM0005920	7/1/2022	12/31/2025	\$ 360,806.00	864616	\$ 14,990.00	\$ 345,816.00	MPRB-LAKE HARRIET FACILITY ASS	Clifton P Swenson
14300	9101100	BENTZ THOMPSON & RIETOW, INC.	210	COM0003660	3/1/2021	12/31/2025	\$ 375,030.00	811400	\$ 73,467.89	\$ 301,562.11	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
11500	7106113	BENTZ THOMPSON & RIETOW, INC.	210	COM0004605	11/1/2021	6/20/2024	\$ 100,000.00	834560	\$ 45,647.11	\$ 54,352.89	MPRB-ARCHITECTURAL SERVICES	Mary Pulscher
14300	9101000	BRAUN INTERTEC CORPORATION	6637	COM0004930	2/1/2022	12/31/2024	\$ 150,000.00	841519	\$ 904.42	\$ 149,095.58	MPRB-CONSULTING SERVICES	Clifton P Swenson
14300	9101000	BUETOW 2 ARCHITECTS, INC.	24222	COM0004904	1/1/2022	12/31/2024	\$ 150,000.00	841731	\$ 150,000.00	\$ -	MPRB-ARCHITECTURE-RELATED SERV	Clifton P Swenson
14300	9101100	Burbach Aquatics, Inc.	31374	COM0005919	6/1/2022	12/31/2024	\$ 175,000.00	864615	\$ 175,000.00	\$ -	MPRB-POOL SERVICE-IMPROVEMENT	Jonathan Duesman
14300	9101000	BUSCH ARCHITECTS, INC.	7745	COM0004901	1/15/2022	12/31/2024	\$ 150,000.00	840950	\$ 43,115.21	\$ 106,884.79	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
11500	7101109	CALE AMERICA, INC.	17388	COM0004140	9/1/2021	9/1/2026	\$ 926,976.00	825146	\$ 396,303.12	\$ 530,672.88	MPRB-PARKING OPERATION SERVICE	Anne E Olson
11500	7101314	Carp Solutions LLC	32263	COM0006825	4/1/2023	12/31/2024	\$ 25,000.00	890702	\$ 1,972.30	\$ 23,027.70	MPRB-CARP FEASIBILITY ASSESS	Rachael Crabb
16600	7107601	CDW, LLC	2966	COM0001890	1/1/2020	9/30/2026	\$ 2,600,000.00	764290	\$ 454,280.95	\$ 2,145,719.05	MPRB-MICROSOFT LICENSE	Julia M Wiseman
16600	7107600	CITYDATA, Inc.	33126	COM0007593	1/1/2024	12/31/2024	\$ 6,225.00	918443	\$ 6,225.00	\$ -	MPRB-DATA-ANALYTICS SERVICES	Chad William Lauber
14300	9101000	CIVIL SITE GROUP, PC	24780	COM0007195	8/1/2023	12/31/2025	\$ 125,000.00	903822	\$ 90,340.00	\$ 34,660.00	MPRB-SURVEY AND ENGINEERING	Clifton P Swenson
14300	9101000	COLLABORATIVE DESIGN GROUP, INC.	18511	COM0004906	1/1/2022	12/31/2024	\$ 150,000.00	840962	\$ 126,041.25	\$ 23,958.75	MPRB - ARCHITECTURAL SERVICES	Clifton P Swenson
11500	7106122	COMPLETELY IT	22133	COM0004001	7/7/2021	7/6/2026	\$ 50,000.00	821897	\$ 49,000.00	\$ 1,000.00	MPRB-LEAGUE MANAGEMENT	Chad William Lauber
11500	7101520	ComplyNet, LLC	30881	COM0008415	8/8/2024	8/7/2027	\$ 48,700.00	946515	\$ 43,340.00	\$ 5,360.00	MPRB - ONLINE DATA & CHEM INVE	Jolyn Crum
11950	7107523	CONSERVATION CORPS	15532	COM0007854	3/1/2024	3/1/2025	\$ 223,820.00	924974	\$ 45,756.00	\$ 178,064.00	MPRB - ENVIRONMENTAL STEWARD	James Robert Shaffer
14300	9101000	CONURBATION, LLC	15786	COM0005808	7/1/2022	12/31/2025	\$ 99,500.00	861333	\$ 99,500.00	\$ -	MPRB-PROJECT MANAGEMENT SERVIC	Clifton P Swenson
11500	7101511	Courageous Change Collective LLC	29730	COM0004851	12/1/2021	12/31/2024	\$ 115,000.00	840211	\$ 13,125.00	\$ 101,875.00	DOCUMENT MANAGEMENT SERVICES	Mae Ruth Brooks
17800	7108702	CUNINGHAM GROUP ARCHITECTURE, INC.	7215	COM0003153	12/2/2020	12/31/2024	\$ 950,966.00	797640	\$ 258.04	\$ 950,707.96	MPRB-ARCHITECTURE SERVICES	Daniel Y Elias
14300	9101100	DAMON FARBER ASSOCIATES, INC.	6695	COM0007359	10/1/2023	12/31/2026	\$ 175,000.00	909659	\$ 66,724.03	\$ 108,275.97	MPRB-MISSISSIPPI N-VEH BRIDGE	Clifton P Swenson
14300	9101000	DAMON FARBER ASSOCIATES, INC.	6695	COM0007823	2/1/2024	12/31/2026	\$ 405,000.00	924149	\$ 286,449.47	\$ 118,550.53	MPRB - DESIGN SV GRAND ROUNDS	Clifton P Swenson
14300	9101200	DAMON FARBER ASSOCIATES, INC.	6695	COM0008596	9/4/2024	12/31/2026	\$ 250,000.00	949476	\$ 238,138.00	\$ 11,862.00	MPRB -LK HIAWATHA STUDY/DESIGN	Tyler William Pederson
14300	9101100	DAMON FARBER ASSOCIATES, INC.	6695	COM0005809	8/1/2022	12/31/2025	\$ 175,000.00	861334	\$ 580.34	\$ 174,419.66	MPRB-LANDSCAPE ARCHITECTURAL	Tyler William Pederson
16600	7107608	DATA TRANSFER SOLUTIONS, LLC	24449	C-42680	7/24/2017	3/22/2025	\$ 1,200,700.00	790554	\$ 157,079.00	\$ 1,043,621.00	MPRB-SUPPORT ENTERPRISE ASSET	Chad William Lauber
11500	7101333	DAVEY RESOURCE GROUP, INC.	27788	COM0008503	8/22/2024	8/31/2029	\$ 85,000.00	945608	\$ 84,552.50	\$ 447.50	MPRB - OAK WILT MGMT SVCS	Mary Elizabeth Magers
11500	7101331	DAVEY RESOURCE GROUP, INC.	27788	COM0004658	1/1/2021	12/31/2025	\$ 130,000.00	835742	\$ 94,937.50	\$ 35,062.50	MPRB-DOCUMENT MANAGEMENT	INACTIVE Ralph C. Sievert
11500	7101333	DAVEY RESOURCE GROUP, INC.	27788	COM0001279A	9/1/2019	8/31/2024	\$ 75,000.00	774739	\$ 37,483.50	\$ 37,516.50	MPRB - OAK WILT MANAGEMENT	INACTIVE Ralph C. Sievert
11500	7106410	DePasquale, Casey	28947	COM0004278	6/17/2021	12/31/2024	\$ 50,000.00	828839	\$ 13,936.00	\$ 36,064.00	MPRB-CERAMICS WORKSHOP	Brittany M Walsh

Minneapolis Park and Recreation Board  
Professional Services - Active  
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Fund	Dept	Supplier Name	Supplier ID	Contract	Begin Dt	Expire Dt	Max. Contract Amt	PO No.	Available Contract Balance	Sum Expended Amount	Contract Description	Document Contract Manager
14300	9101000	DIVERSITY LANDWORKS	24203	COM0005305	5/1/2022	12/31/2024	\$ 61,500.00	849628	\$ -	\$ 61,500.00	MBRB-GOAT BROWSING SERVICES	Jeremy Barrick
14300	9101000	DRB CONSULTING LLC	23420	COM0007688	1/15/2024	12/31/2026	\$ 100,000.00	921098	\$ 100,000.00	\$ -	MPRB-PROJECT MGMT SERVICES	EVENSON, JOHN
14300	9101000	EDI DOLEJS, INC.	27638	COM0007645	1/1/2024	12/31/2026	\$ 125,000.00	920084	\$ 118,600.00	\$ 6,400.00	MPRB-ELECTRICAL-MECHANICAL SVC	Clifton P Swenson
14300	9101000	EGAN FIELD AND NOWAK, INC.	6721	COM0007550	11/15/2023	12/31/2025	\$ 134,300.00	917046	\$ 43,300.00	\$ 91,000.00	MPRB-SURVEYING SERVICES-SCP	Clifton P Swenson
14300	9101000	ELAN DESIGN LAB, INC.	24556	COM0005921	8/1/2022	12/31/2025	\$ 150,000.00	864617	\$ 131,465.00	\$ 18,535.00	MPRB-CIVIL ENGINEER SERVICES	Clifton P Swenson
11500	7101314	ELECTRIC PUMP LLC	2280	COM0006669	2/27/2023	12/31/2025	\$ 35,000.00	885831	\$ 35,000.00	\$ -	MPRB-AERATION PUMP SERVICES	Bryan Massich
14300	9101100	EMMONS & OLIVIER RESOURCES, INC.	7945	COM0006585	3/1/2023	12/31/2026	\$ 175,000.00	883581	\$ 8,363.11	\$ 166,636.89	MPRB-LANDSCAPE ARCHITECTURE	Phyllis Carol HejlStone
14300	9101100	EMMONS & OLIVIER RESOURCES, INC.	7945	COM0007272	9/11/2023	12/31/2026	\$ 105,553.20	906692	\$ 73,464.29	\$ 32,088.91	MPRB-MALL PARK ROADWAY WOONERF	Colleen H O'Dell
14300	9010000	EMMONS & OLIVIER RESOURCES, INC.	7945	COM0004970	2/1/2022	12/31/2024	\$ 150,000.00	842908	\$ 145,688.00	\$ 4,312.00	MPRB-ENVIRONMENTAL SERVICES	Clifton P Swenson
14300	9101000	EMMONS & OLIVIER RESOURCES, INC.	7945	COM0004971	2/1/2022	12/31/2024	\$ 150,000.00	842950	\$ 146,547.50	\$ 3,452.50	MPRB-LANDSCAPE ARCHITECTURE	Clifton P Swenson
14300	9101000	ENVIRONMENTAL HEALTH TESTING SERVICES	25098	COM0005078	2/1/2022	12/31/2024	\$ 150,000.00	844787	\$ 150,000.00	\$ -	MPRB-HAZARDOUS MATERIALS	Clifton P Swenson
11500	7101109	ENVIRONMENTAL SYSTEMS RESEARCH	7205	COM0008420	8/4/2024	8/3/2027	\$ 385,260.00	943704	\$ 385,260.00	\$ -	MPRB - SOFTWARE SUPPORT - GIS	Chad William Lauber
11500	7106416	Erickson, Allison	29093	COM0005475	4/17/2022	8/31/2025	\$ 75,000.00	853929	\$ 46,008.50	\$ 28,991.50	MPRB-YOUTH DANCE INSTRUCTION	Ann C Heath
11500	7101105	ERIN SCOTT	19386	COM0005052	2/7/2022	5/7/2024	\$ 20,000.00	844956	\$ 15,950.00	\$ 4,050.00	MRRB-GRAPHIC DESIGN SERVICES	Dawn T Sommers
11500	7106103	ERIN SCOTT	19386	C-42222	3/10/2017	4/15/2024	\$ 40,000.00	703899	\$ 14,256.25	\$ 25,743.75	MPRB-GRAPHIC DESIGN	Dawn T Sommers
14300	9101100	FERNANDEZ, CARLOS	21730	COM0007232	7/31/2023	12/31/2025	\$ 63,850.00	904907	\$ 8,752.10	\$ 55,097.90	MPRB-CLINTON PARK DESIGN	Bianca Paz
14300	9101100	FERNANDEZ, CARLOS	21730	COM0004922	1/1/2022	12/31/2024	\$ 260,069.60	841282	\$ 25,150.00	\$ 234,919.60	MPRB-DESIGN & ENGINEERING	Bianca Paz
11500	7106505	Figure Skating Club of Minneapolis	33375	COM0007646	1/1/2024	12/31/2025	\$ 15,000.00	920110	\$ 15,000.00	\$ -	MPRB-SKATING INSTRUCTION	Ann C Heath
11500	7106505	Figure Skating Club of Minneapolis	33375	COM0007681	1/1/2024	12/31/2025	\$ 15,000.00	920800	\$ 15,000.00	\$ -	MPRB-SKATING INSTRUCTION	Ann C Heath
14300	9101200	FIHAN Design & Architecture	30236	COM0005126	2/16/2022	12/31/2028	\$ 3,074,642.00	846439	\$ 1,886,486.40	\$ 1,188,155.60	MPRB-NORTH COMMONS IMPROVEMENT	Daniel Y Elias
11500	7108540	FinnlyTech, Inc.	32160	COM0006845	4/17/2023	4/16/2026	\$ 25,000.00	891448	\$ 10,716.50	\$ 14,283.50	MPRB-RINK SCHEDULING MGMNT	Chad William Lauber
16600	7107608	Flycast Partners, Inc.	32418	COM0007532	12/15/2023	12/15/2026	\$ 56,805.10	916406	\$ 32,828.40	\$ 23,976.70	MPRB-Help Desk Services	Chad William Lauber
14300	9101000	GALE TEC ENGINEERING, INC.	21686	COM0007594	1/1/2024	12/31/2026	\$ 125,000.00	918444	\$ 125,000.00	\$ -	MPRB-GEOTECHNICAL ENGINEERING	Clifton P Swenson
11500	7101109	GLOBAL PAYMENTS, INC.	27477	COM0005899	4/6/2022	4/6/2025	\$ 750,000.00	865146	\$ 410,200.77	\$ 339,799.23	MPRB-REC MGMT SOFTWARE&MAINT	Anne E Olson
11500	7101251	GZA GeoEnvironmental, Inc.	30137	COM0005013	2/28/2022	12/31/2024	\$ 150,000.00	843844	\$ 145,831.25	\$ 4,168.75	MPRB-ENVIRONMENTAL SERVICES	Clifton P Swenson
14300	9101000	HAGEN, CHRISTENSEN & MCILWAIN	7000	COM0006572	3/1/2023	12/31/2025	\$ 150,000.00	883157	\$ 139,730.00	\$ 10,270.00	MPRB-ARCHITECTURAL CONSULTING	Clifton P Swenson
14300	9101000	HALLBERG ENGINEERING	11481	COM0004929	1/1/2022	12/31/2024	\$ 150,000.00	841534	\$ 150,000.00	\$ -	MPRB-BUILDING COMMISSION SERV	Clifton P Swenson
14300	9101000	HANSEN THORP PELLINEN OLSON, INC.	6769	COM0007701	1/1/2024	12/31/2026	\$ 150,000.00	921365	\$ 91,819.50	\$ 58,180.50	MPRB-PROF CIVIL ENGINEER SVCS	Clifton P Swenson
14300	9101000	HANSEN THORP PELLINEN OLSON, INC.	6769	COM0007815	2/1/2024	12/31/2026	\$ 125,000.00	923877	\$ 108,554.00	\$ 16,446.00	MPRB - OWNER'S REP SVCS	Clifton P Swenson
14300	9101100	HANSEN THORP PELLINEN OLSON, INC.	6769	COM0007529	10/31/2023	12/31/2026	\$ 62,500.00	916324	\$ 36,903.00	\$ 25,597.00	MPRB-SURVEY SERVICES	Phyllis Carol HejlStone
14300	9101100	HANSEN THORP PELLINEN OLSON, INC.	6769	COM0007233	8/15/2023	12/31/2025	\$ 60,700.00	904918	\$ 48,215.50	\$ 12,484.50	MPRB-MILL RUINS PARK BOARDWALK	Clifton P Swenson
14300	9101100	HANSEN THORP PELLINEN OLSON, INC.	6769	COM0006007	10/1/2022	12/31/2025	\$ 125,000.00	867343	\$ 110,994.75	\$ 14,005.25	MPRB-SURVEYING SERVICES	Clifton P Swenson
14300	9101000	Hess, Roise and Company, Ltd	29385	COM0004902	1/1/2022	12/31/2024	\$ 150,000.00	840960	\$ 150,000.00	\$ -	MPRB-HISTORIC SUPPORT SERVICES	Clifton P Swenson
14300	9101000	HOISINGTON KOEGLER GROUP, INC.	7283	COM0007747	1/1/2024	12/31/2026	\$ 150,000.00	922468	\$ 78,138.81	\$ 71,861.19	MPRB - LANDSCAPE ARCHITECH SVC	Clifton P Swenson
14300	9101000	HOISINGTON KOEGLER GROUP, INC.	7283	COM0007749	1/1/2024	12/31/2025	\$ 150,000.00	922469	\$ 146,138.75	\$ 3,861.25	MPRB - OWNERS REP SERVICES	Clifton P Swenson
11500	7101314	INSTRUMENTAL RESEARCH, INC.	6788	COM0006229	1/1/2023	12/31/2025	\$ 561,000.00	872645	\$ 280,619.50	\$ 280,380.50	MPRB-WATER QUALITY MONITORING	Rachael Crabb
11500	7101513	INTERACTION TRACTION, INC.	24729	COM0005232	1/1/2022	12/31/2026	\$ 175,000.00	847940	\$ 166,250.00	\$ 8,750.00	MPRB-HR TRAIING & MEDIATION	Mae Ruth Brooks
14300	9101000	Inter-Fluve, Inc.	27829	COM0007953	2/1/2024	12/31/2026	\$ 255,868.00	927762	\$ 143,519.12	\$ 112,348.88	MPRB - DESIGN AND ENGINEER SV	Clifton P Swenson
14300	9101100	Inter-Fluve, Inc.	27829	COM0002361	4/15/2020	12/31/2024	\$ 298,600.00	774770	\$ 12,593.40	\$ 286,006.60	MPRB-CONSTRUCTION MGMT	Daniel Y Elias
14300	9101000	INTERPRETATIONS, LLC	16415	COM0005550	4/1/2022	12/31/2024	\$ 75,000.00	854996	\$ 74,259.99	\$ 740.01	MPRB-TRANSLATION-LANGUAGE SERV	Clifton P Swenson
11500	7101314	JOHN HENRY FOSTER MINNESOTA, INC.	925	COM0006580	2/27/2023	12/31/2025	\$ 45,000.00	883512	\$ 45,000.00	\$ -	MPRB-LAKE AERATION MAINTENANCE	Bryan Massich
11500	7101314	JOHN HENRY FOSTER MINNESOTA, INC.	925	COM0006597	2/27/2023	12/31/2025	\$ 175,000.00	884023	\$ 159,104.21	\$ 15,895.79	MPRB-LAKE AERATION COMPRESSOR	Bryan Massich
14300	9101000	JOHNSON LAFFEN GALLOWAY ARCHITECTS LTD	23284	COM0006485	12/15/2022	12/31/2025	\$ 125,000.00	880361	\$ 43,691.95	\$ 81,308.05	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
14300	9101000	JUXTAPOSITION, INC.	7088	COM0005378	4/1/2022	12/31/2024	\$ 100,000.00	851104	\$ 77,200.00	\$ 22,800.00	MPRB-PUBLIC ARTS AND SERVICES	Clifton P Swenson
14300	9101000	KFI ENGINEERS, PC	28012	COM0005210	3/15/2022	12/31/2024	\$ 125,000.00	848228	\$ 125,000.00	\$ -	MPRB-BUILDING COMMISSIONING	Clifton P Swenson
14300	9101200	KIMLEY HORN AND ASSOCIATES, INC.	9985	COM0006535	2/15/2023	12/31/2026	\$ 577,500.00	882061	\$ 10,753.49	\$ 566,746.51	MPRB-GRACO AND BOOM ISLAND PRK	Carrie Ann Christensen
14300	9101200	KIMLEY HORN AND ASSOCIATES, INC.	9985	COM0006986	4/25/2023	12/31/2025	\$ 361,040.00	896476	\$ 15,564.43	\$ 345,475.57	MPRB-NOKOMIS-HIAWATHA TRL IMPR	Jonathan Duesman
14300	9101200	KIMLEY HORN AND ASSOCIATES, INC.	9985	COM0004774	12/1/2021	12/31/2024	\$ 464,585.00	836962	\$ 18,224.34	\$ 446,360.66	MPRB-ARCHITECTURAL SERVICES	Tyler William Pederson
11500	7101252	KOUFFELD, MEADOW J.	33525	COM0007878	3/1/2024	12/31/2025	\$ 11,700.00	925856	\$ 11,700.00	\$ -	MPRB - TAXIDERMY SERVICES	Adam Regn Arvidson
14300	9101000	KRECH O'BRIEN, MUELLER & ASSOCIATES, INC	19453	COM0004923	2/1/2022	12/31/2024	\$ 150,000.00	841314	\$ 149,325.00	\$ 675.00	MPRB-ENGINEERING SERVICES	Clifton P Swenson
11500	7101512	Larson, Steven A.	27279	COM0008158	5/13/2024	12/31/2025	\$ 75,000.00	932958	\$ 25,776.67	\$ 49,223.33	MPRB - COMPENSATION STUDY	Mae Ruth Brooks

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Fund	Dept	Supplier Name	Supplier ID	Contract	Begin Dt	Expire Dt	Max. Contract Amt	PO No.	Available Contract Balance	Sum Expended Amount	Contract Description	Document Contract Manager
11500	7101513	LOCKRIDGE, GRINDAL, NAUEN P.L.L.P.	1945	COM0004959	2/17/2022	12/31/2025	\$ 175,000.00	843683	\$ 629.93	\$ 174,370.07	MPRB-LEGAL SERVICES	Mae Ruth Brooks
14300	9101100	LOCUS ARCHITECTURE, LTD	13949	COM0006444	1/1/2023	12/31/2025	\$ 175,000.00	878753	\$ 110,163.75	\$ 64,836.25	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
16600	7107607	LOFFLER COMPANIES, INC.	6838	COM0001715	12/16/2019	12/15/2026	\$ 173,764.19	758071	\$ 26,890.20	\$ 146,873.99	MPRB - DOCUMENT MANAGEMENT	Chad William Lauber
14300	9101100	LUKEN ARCHITECTURE, PA	24688	COM0006445	1/1/2023	12/31/2025	\$ 150,000.00	878751	\$ 74,233.75	\$ 75,766.25	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
14300	9101000	LUKEN ARCHITECTURE, PA	24688	COM0004903	1/1/2022	12/31/2024	\$ 150,000.00	840961	\$ 63,324.50	\$ 86,675.50	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
14300	9101200	MACDONALD AND MACK ARCHITECTS	1087	COM0007581	11/15/2023	12/31/2026	\$ 135,975.00	918126	\$ 57,567.50	\$ 78,407.50	MPRB-MINNEHAHA SLOPE & STAIRS	Phyllis Carol HejiStone
14300	9101100	MACDONALD AND MACK ARCHITECTS	1087	COM0006446	12/15/2022	12/31/2025	\$ 150,000.00	878750	\$ 10,782.70	\$ 139,217.30	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
11500	7101109	MARCO TECHNOLOGIES LLC	2254	COM0004041	1/15/2021	1/15/2024	\$ 300,000.00	819467	\$ 26,089.75	\$ 273,910.25	MPRB - MANAGE PRINT SERVICE	Anne E Olson
16600	7107608	MATRIX COMMUNICATIONS, INC.	18352	COM0003431	3/1/2021	2/28/2026	\$ 175,000.00	806206	\$ 11,299.13	\$ 163,700.87	MPRB-NETWORK INFRASTRUCTURE	Chad William Lauber
11500	7101314	MCCOMAS, STEVE R.	8434	COM0008216	6/16/2024	2/1/2027	\$ 41,000.00	937684	\$ 41,000.00	\$ -	MPRB - SCUBA EARLY DETECTION	Josh Poole
14300	9101000	MCCOMAS, STEVE R.	8434	COM0006740	4/15/2023	12/31/2026	\$ 100,000.00	888209	\$ 83,420.00	\$ 16,580.00	MPRB-ENVIRONMENTAL CONSULTING	Clifton P Swenson
11500	7101314	MCCOMAS, STEVE R.	8434	COM0000331	3/27/2019	6/15/2024	\$ 40,300.00	724176	\$ 38,350.00	\$ 1,950.00	MPRB-INVASIVE SPECIES SURVEY	Rachael Crabb
14300	9101000	MCKINSTRY ESSENTION, INC.	12314	C-28164	8/3/2010	8/3/2025	\$ 449,875.00	432055	\$ -	\$ 449,875.00	MPRB-GRNTD ENERGY SAVINGS AGMT	INACTIVE Jeff Evenson
11950	7107502	MCMONIGAL ARCHITECTS LLC	27929	COM0007331	8/15/2023	12/31/2025	\$ 47,000.00	908727	\$ 17,781.20	\$ 29,218.80	MPRB-RENOVATE THEODORE WIRTH	Clifton P Swenson
14300	9101000	MCMONIGAL ARCHITECTS LLC	27929	COM0006527	1/31/2023	12/31/2025	\$ 125,000.00	881809	\$ 55,434.73	\$ 69,565.27	MPRB-ARCHITECT DESIGN-CONSULT	Clifton P Swenson
14300	9101100	Mend Collaborative, Inc.	32079	COM0006786	3/1/2023	12/31/2026	\$ 201,610.00	889348	\$ 34,838.20	\$ 166,771.80	MPRB-FOLWELL PARK PROJECT	Clifton P Swenson
14300	9101000	MIDWEST LANGUAGE BANC, INC.	19413	COM0005498	3/1/2022	12/31/2024	\$ 100,000.00	855476	\$ 100,000.00	\$ -	MPRB-INTERPRETATION SERVICES	Clifton P Swenson
11500	7106421	Miller, Tobie	29022	COM0004860	6/14/2021	12/31/2024	\$ 50,000.00	840352	\$ 36,687.50	\$ 13,312.50	MPRB-CERAMICS-POWDERHORN PARK	Elizabeth Kraus
14300	9101000	MINNEAPOLIS PARKS FOUNDATION	9749	COM0007835	3/1/2024	12/31/2026	\$ 100,000.00	924361	\$ 90,340.00	\$ 9,660.00	MPRB - COMMUNITY ENGAGEMENT	Adam Regn Arvidson
14300	9101000	MINNESOTA INTERPRETERS & TRANSLATORS	25446	COM0005285	4/1/2022	12/31/2024	\$ 75,000.00	848995	\$ 72,489.39	\$ 2,510.61	MPRB-TRANSLATION SERVICES	Clifton P Swenson
11500	7105601	MN STATE DEPT OF NATURAL RESOURCES	2360	C-25646	1/1/2001	12/31/2030	\$ 2,100,500.00	410491	\$ 25,674.95	\$ 2,074,825.05	MPRB-FORT SNELLING STATE PARK	Mimi T Kalb
14300	9010000	Nienow Cultural Consultants LLC	29198	COM0007755	2/1/2024	12/31/2026	\$ 150,000.00	922653	\$ 150,000.00	\$ -	MPRB - ARCHAEOLOGY SERVICES	Clifton P Swenson
14300	9101100	Northwestern Surveying & Engineering Inc	28990	COM0006005	10/1/2022	12/31/2025	\$ 100,000.00	867266	\$ 96,350.00	\$ 3,650.00	MPRB-SURVEYING SERVICES	Clifton P Swenson
14300	9101000	OLSON AND NESVOLD ENGINEERS, P.S.C.	16153	COM0007266	9/1/2023	12/31/2026	\$ 150,000.00	906409	\$ 91,887.50	\$ 58,112.50	ENGINEERING-CONSULT-STRUTURAL	Clifton P Swenson
11500	7101511	OLSON CONSULTING GROUP, P.A.	15946	COM0004997	1/1/2022	12/31/2026	\$ 110,000.00	843682	\$ 66,200.00	\$ 43,800.00	MPRB-HR CONSULTING SERVICES	Mae Ruth Brooks
16600	7107608	OPENGOV, INC.	21279	COM0007945	3/22/2024	3/21/2029	\$ 855,000.00	927672	\$ 626,632.99	\$ 228,367.01	MPRB - ASSET MGMT SYSTEM	Chad William Lauber
16600	7107607	PARALLEL TECHNOLOGIES LLC	7231	COM0003412	2/18/2021	2/18/2026	\$ 5,000,000.00	805822	\$ 2,666,116.64	\$ 2,333,883.36	MPRB-SECURITY SYSTEM SERVICES	Andrew Nordin
14300	9101000	PAUL DAVID HAUGO	19699	COM0007595	1/1/2024	12/31/2026	\$ 125,000.00	918445	\$ 107,820.00	\$ 17,180.00	MPRB-GEO-TECHNICAL SERVICES	Clifton P Swenson
14300	9101000	PAULSON AND CLARK ENGINEERING, INC.	8297	COM0005049	2/1/2022	12/31/2024	\$ 150,000.00	844110	\$ 147,000.00	\$ 3,000.00	MPRB-MECHANICAL ENGINEERING	Clifton P Swenson
14300	9101000	PAULSON AND CLARK ENGINEERING, INC.	8297	COM0005048	2/1/2022	12/31/2024	\$ 150,000.00	844122	\$ 147,625.00	\$ 2,375.00	MPRB-ELECTRICAL ENGINEERING	Clifton P Swenson
14300	9101000	PAULSON AND CLARK ENGINEERING, INC.	8297	COM0005051	2/28/2022	12/31/2024	\$ 150,000.00	844109	\$ 148,550.00	\$ 1,450.00	MPRB-STRUCTURAL ENGINEERING	Clifton P Swenson
11500	7101511	PERCEPTYX, INC.	22806	C-44535	1/1/2019	12/31/2024	\$ 80,000.00	927989	\$ 20,000.00	\$ 60,000.00	MPRB-EMPLOYEE CENSUS SURVEY	Mae Ruth Brooks
14300	9101200	PERKINS AND WILL, INC.	13832	COM0001517	9/18/2019	12/31/2024	\$ 2,368,444.00	757939	\$ 123,237.61	\$ 2,245,206.39	MPRB - DESIGN SERVICES	Julie M Aldrich
17900	7101314	PHYCO TECH, INC.	8258	COM0007956	3/29/2024	4/1/2026	\$ 126,000.00	927856	\$ 111,130.00	\$ 14,870.00	MPRB - ZOOPLANKTON ANALYSIS	Rachael Crabb
11500	7101314	PHYCO TECH, INC.	8258	COM0004938	4/1/2022	4/1/2024	\$ 110,000.00	846234	\$ 48,244.00	\$ 61,756.00	MPRB-ALGAL ANALYSIS	Rachael Crabb
11500	7106405	PILLSBURY UNITED COMMUNITIES	1791	C96-15053	1/1/1996	12/31/2024	\$ 1,247,000.00	650518	\$ 13,658.33	\$ 1,233,341.67	MPRB-MGMT/OPERATION AGMT COYLE	Julia M Wiseman
11500	7101311	PLM LAKE AND LAND MANAGEMENT CORP	23348	COM0004040	8/1/2021	12/31/2025	\$ 68,000.00	821455	\$ 64,622.00	\$ 3,378.00	MPRB - INVASIVE SPECIES RESPON	Debra Pilger
11950	7107523	PRAIRIE RESTORATIONS, INC.	1816	COM0007888	3/11/2024	3/11/2027	\$ 32,403.00	925948	\$ 21,348.00	\$ 11,055.00	MPRB - PRESCRIBED BURN SVCS	James Robert Shaffer
11500	7105719	PRAIRIE RESTORATIONS, INC.	1816	COM0003758	6/21/2021	9/30/2024	\$ 58,650.00	827145	\$ 52,312.50	\$ 6,337.50	MPRB - LANDSCAPE SERVICES	Nicolas Matthew Diaz
17800	7108400	PROSHOPKEEPER COMPUTER SOFTWARE	24289	COM0004191	1/1/2021	12/31/2024	\$ 173,000.00	825499	\$ 283.00	\$ 172,717.00	MPRB-GOLF MANAGEMENT SOFTWARE	INACTIVE Larry Umphrey
11500	7101101	PROVOX Systems, Inc.	29594	COM0004098	7/19/2021	7/18/2026	\$ 100,000.00	821760	\$ 39,525.00	\$ 60,475.00	MPRB - MANAGEMENT SOFTWARE	Chad William Lauber
14300	9101100	Ramaker & Associates, Inc.	31453	COM0006018	8/1/2022	12/31/2024	\$ 125,000.00	867451	\$ 98,876.25	\$ 26,123.75	MPRB-AQUATIC ENGINEERING	Tyler William Pederson
14300	9101000	RANI ENGINEERING, LLC	26327	COM0005287	4/1/2022	12/31/2024	\$ 150,000.00	849047	\$ 150,000.00	\$ -	MPRB-CIVIL ENGINEERING SERVICE	Clifton P Swenson
11500	7101311	REGENTS OF THE U OF M	2378	COM0006862	5/1/2023	6/30/2025	\$ 12,600.00	892438	\$ 9,100.00	\$ 3,500.00	MPRB-ELOISE BUTLER BEE STUDY	Susan Wilkins
11500	7101302	REGENTS OF THE UNIVERSITY OF MN	7505	COM0003325	10/1/2020	9/30/2025	\$ 235,000.00	803117	\$ 47,000.00	\$ 188,000.00	MPRB-TREE RESEARCH PROJECT	INACTIVE Ralph C. Sievert
11500	7101313	RES GREAT LAKES LLC	9464	COM0007562	12/1/2023	12/1/2026	\$ 50,000.00	917451	\$ 39,623.00	\$ 10,377.00	MPRB-INVASIVE CATTAIL CONTROL	James Robert Shaffer
11500	7106103	REVOLUTIONARY SPORTS, LLC	15659	COM0005218	4/1/2022	12/31/2024	\$ 750,000.00	847962	\$ 675,935.29	\$ 74,064.71	MPRB-CHILDREN SPORTS PROGRAM	Mimi T Kalb
11500	7101101	RICE, WALTHER & MOSLEY LLP	7563	COM0007561	1/1/2024	12/31/2024	\$ 100,000.00	917443	\$ 4,772.25	\$ 95,227.75	MPRB-BRIAN RICE LOBBYING	Alfred Bangoura
14300	9101000	RoehrSchmitt Architecture LLC	26870	COM0005046	2/1/2022	12/31/2024	\$ 150,000.00	844111	\$ 150,000.00	\$ -	MPRB-ARCHITECTURAL SERVICES	Clifton P Swenson
14300	9101000	RUPPERT APPRAISAL & CONSULTATION	1919	COM0005811	7/15/2022	12/31/2024	\$ 125,000.00	861336	\$ 125,000.00	\$ -	MPRB-PROPERTY APPRAISAL&CONSUL	Clifton P Swenson
16700	7107802	SFM RISK SOLUTIONS, INC.	14900	COM0008796	10/30/2024	10/31/2027	\$ 293,700.00	954467	\$ 287,327.00	\$ 6,373.00	MPRB - WORK COMP 3RD PARTY ADM	Rhonda Heryla

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16700	7107802	SFM RISK SOLUTIONS, INC.	14900	COM0006111	11/1/2022	10/31/2024	\$ 200,000.00	870123	\$ 93,781.36	\$ 106,218.64	MPRB-WORKERS'COMPENSATION	Rhonda Heryla
14300	9101000	SGA GROUP, INC.	24703	COM0007825	1/31/2024	12/31/2026	\$ 150,000.00	924150	\$ 150,000.00	\$ -	MPRB - LANDSCAPE ARCH CONSULT	Clifton P Swenson
14300	9101000	SGA GROUP, INC.	24703	COM0005449	4/1/2022	12/31/2025	\$ 100,000.00	852521	\$ 100,000.00	\$ -	MPRB-POOL ENGINEERING SERVICES	Clifton P Swenson
11500	7105101	Simplar Sourcing Solutions, LLC	31629	COM0006353	12/15/2022	12/31/2024	\$ 150,000.00	876432	\$ 50,000.00	\$ 100,000.00	MPRB-NEW ASSET MANAGEMENT SYS	Chris DesRoches
11500	7101520	SKULSKI, JENNIFER K.	21978	COM0007680	1/15/2024	12/31/2026	\$ 15,000.00	920619	\$ 15,000.00	\$ -	MPRB-ADA COMPLIANCE SERVICES	Jennifer B Ringold
11500	7101102	SMITH PARTNERS PROFESSIONAL, LLP	4167	COM0007857	3/1/2024	2/28/2025	\$ 10,000.00	925008	\$ -	\$ 10,000.00	MPRB - LAKE ST GREENWAY PTNRSH	Alfred Bangoura
11500	7101102	SMITH PARTNERS PROFESSIONAL, LLP	4167	COM0007856	3/1/2024	2/28/2025	\$ 15,000.00	925007	\$ -	\$ 15,000.00	MPRB - CEDAR RIVERSIDE PARTNER	Alfred Bangoura
14300	9101200	SNOW KREILICH ARCHITECTS	29453	COM0003938	5/19/2021	12/31/2025	\$ 495,542.00	940932	\$ -	\$ 495,542.00	MPRB - GRACO PARK PROJECT	Carrie Ann Christensen
14300	9101000	Solution Blue, Inc.	27157	COM0005289	4/1/2022	12/31/2024	\$ 150,000.00	849222	\$ 150,000.00	\$ -	MPRB-CIVIL ENGINEERING SERVICE	Clifton P Swenson
14300	9101100	Stantec Consulting Services Inc.	27258	COM0003871	3/1/2021	12/31/2025	\$ 177,168.82	940933	\$ 18,124.40	\$ 159,044.42	MPRB - WADING POOL IMPROVEMENT	Crystal A Passi
14300	9101000	STEEN ENGINEERING, INC.	24454	COM0005079	2/1/2022	12/31/2024	\$ 125,000.00	844788	\$ 125,000.00	\$ -	MPRB-ELECTRICAL ENGINEERING	Clifton P Swenson
14300	9101000	STEEN ENGINEERING, INC.	24454	COM0005080	2/1/2022	12/31/2024	\$ 125,000.00	844789	\$ 125,000.00	\$ -	MPRB-MECHANICAL ENGINEERING	Clifton P Swenson
14300	9101100	STONEBROOKE ENGINEERING, INC.	16410	COM0006006	10/1/2022	10/31/2025	\$ 125,000.00	867267	\$ 124,377.80	\$ 622.20	MPRB-SURVEYING SERVICES	Clifton P Swenson
14300	9101000	STONEBROOKE ENGINEERING, INC.	16410	COM0005292	4/1/2022	12/31/2024	\$ 125,000.00	849220	\$ 36,165.03	\$ 88,834.97	MPRB-CIVIL ENGINEERING SERVICE	Clifton P Swenson
14300	9101000	STUDIO GRO PLLC	24602	COM0005201	3/1/2022	12/31/2024	\$ 150,000.00	847334	\$ 122,550.00	\$ 27,450.00	MPRB-LANDSCAPE ARCHITECTURAL	Clifton P Swenson
11500	7101511	SUMMIT ORTHOPEDICS, LTD	12865	COM0007563	1/1/2024	12/31/2026	\$ 270,000.00	917452	\$ 270,000.00	\$ -	MPRB-VARIOUS EMPLOYEE EXAMS	Mae Ruth Brooks
14300	9101100	SUNDE LAND SURVEYING LLC	2508	COM0007360	10/1/2023	12/31/2026	\$ 125,000.00	909701	\$ 82,003.00	\$ 42,997.00	MPRB-LAND SURVEYING	Clifton P Swenson
14370	9103000	SUPERIOR CONSULTING SERVICES, LLC	2777	COM0007731	3/1/2024	2/28/2025	\$ 26,000.00	922206	\$ 7,868.50	\$ 18,131.50	MPRB-SUPPORT AND MAINTENANCE	Chad William Lauber
14370	9103000	SUPERIOR CONSULTING SERVICES, LLC	2777	COM0008532	8/15/2024	12/31/2024	\$ 28,000.00	946641	\$ 10,029.00	\$ 17,971.00	MPRB - ENHANSEMENTS TO TREE	Chad William Lauber
14370	9103000	SUPERIOR CONSULTING SERVICES, LLC	2777	COM0008205	5/14/2024	12/31/2024	\$ 50,000.00	934152	\$ 3,697.75	\$ 46,302.25	MPRB - APPLICATION ENHANCEMENT	Chad William Lauber
14300	9101000	TAKAHASHI, KEIKO	22944	COM0005810	7/1/2022	12/31/2025	\$ 99,500.00	861335	\$ 99,500.00	\$ -	MPRB-GRAPHIC DESIGN SERVICES	Clifton P Swenson
11500	7101503	The Avant Garde	32194	COM0008172	5/13/2024	8/31/2024	\$ 38,726.05	933401	\$ 350.00	\$ 38,376.05	MPRB - BOOKING FOR JUNETEENTH	Aaron T Briner
11500	7101513	THE HYPATIA GROUP, INC.	23720	COM0004952	1/1/2022	12/31/2026	\$ 50,000.00	842507	\$ 35,750.00	\$ 14,250.00	MPRB-LEADERSHIP CONSULTING	Mae Ruth Brooks
14300	9101000	THE JAVELIN GROUP, INC.	11519	COM0007834	2/1/2024	12/31/2026	\$ 150,000.00	924333	\$ 70,645.85	\$ 79,354.15	MPRB - ENVIRONMENTAL SERVICES	Clifton P Swenson
14300	9101000	THE JAVELIN GROUP, INC.	11519	COM0004931	2/1/2022	12/31/2024	\$ 150,000.00	841521	\$ 1,018.21	\$ 148,981.79	MPRB-ENVIRONMENTAL SERVICES	Clifton P Swenson
14300	9101000	THOMAS OSLUND AND ASSOCIATES, INC.	10741	COM0007196	8/1/2023	12/31/2026	\$ 150,000.00	903844	\$ 141,832.50	\$ 8,167.50	MPRB-LANDSCAPE ARCHITECTURE	Clifton P Swenson
14300	9101000	Tlalli Collaborative LLC	31322	COM0005918	9/1/2022	12/31/2025	\$ 150,000.00	864587	\$ 150,000.00	\$ -	MPRB-LANDSCAPE SERVICES	Clifton P Swenson
14300	9101000	Tlalli Collaborative LLC	31322	COM0005916	9/1/2022	12/31/2025	\$ 150,000.00	865117	\$ 96,858.57	\$ 53,141.43	MPRB-PROJECT MANAGEMENT SERVIC	Clifton P Swenson
14300	9101200	TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES	7194	COM0007649	1/1/2024	12/31/2025	\$ 35,080.00	920190	\$ 2,448.47	\$ 32,631.53	MPRB PARKING LOT IMPROVEMENTS	Michael LaVerne Jones
14300	9101100	TOOLE DESIGN GROUP, LLC	22927	COM0006701	3/1/2023	12/31/2026	\$ 125,000.00	888131	\$ 125,000.00	\$ -	MPRB-MULTI-MODAL TRANSPORT	Clifton P Swenson
17800	7108573	TRANSPARK INCORPORATED	14939	COM0001607	11/1/2019	10/21/2024	\$ 550,000.00	758284	\$ 119,469.45	\$ 430,530.55	MPRB - PARKING METER SERVICES	Anne E Olson
14300	9101000	Transportation Collaborative &	30753	COM0007361	9/1/2023	12/31/2026	\$ 100,000.00	909996	\$ 17,856.06	\$ 82,143.94	MPRB-TRANSPORTATION PLANNING	Clifton P Swenson
11500	7101503	TWIN CITIES MOBILE JAZZ PROJECT	20461	COM0008219	5/5/2024	9/30/2024	\$ 6,000.00	934565	\$ -	\$ 6,000.00	MPRB - Instrct & Entrtnmnt Svc	Aaron T Briner
14300	9101000	URBAN ECOSYSTEMS	24542	COM0007936	3/1/2024	12/31/2026	\$ 142,000.00	927121	\$ 63,109.76	\$ 78,890.24	MPRB - COMMUNITY ENGAGEMENT	Emma Pachuta
11500	7101333	USDA-APHIS-Wildlife Services	26850	COM0006724	3/27/2023	12/31/2025	\$ 180,000.00	889702	\$ 164,226.77	\$ 15,773.23	MPRB-WILDLIFE DAMAGE MGMNT PRJ	INACTIVE Ralph C. Sievert
11500	7101314	USDA-APHIS-Wildlife Services	26850	COM0006324	1/1/2023	12/31/2025	\$ 29,659.00	876411	\$ 28,304.67	\$ 1,354.33	MPRB-WATERFOWL MGMNT WEBBER	Debra Pilger
11500	7106550	VALLONE, AMANDA	6487	COM0008257	6/4/2024	9/8/2026	\$ 75,000.00	936375	\$ 62,784.00	\$ 12,216.00	MPRB - ART CLASSES	Steve Thompson
11500	7106507	VALLONE, AMANDA	6487	COM0002326	4/6/2020	4/6/2024	\$ 60,000.00	772995	\$ 42,647.00	\$ 17,353.00	MPRB-ART PROGRAM INSTRUCTOR	Steve Thompson
14300	9101000	VASTEC, INC.	25762	COM0004890	1/1/2022	12/31/2024	\$ 100,000.00	840603	\$ 100,000.00	\$ -	MPRB - ADA DOCUMENT SERVICES	Clifton P Swenson
11500	7101314	WATERFRONT RESTORATION, LLC	17713	COM0006607	5/1/2023	5/1/2026	\$ 164,000.00	889756	\$ 99,146.15	\$ 64,853.85	MPRB-SCUBA AQUATIC PLANT REMOV	Jeremy Barrick
14300	9101200	West 8 Urban Design & Landscape	33067	COM0007362	9/6/2023	12/31/2026	\$ 250,000.00	910005	\$ -	\$ 250,000.00	MPRB-MISSISSIPPI N-VEH BRIDGE	Tyler William Pederson
11500	7101311	WINKELMAN, JENNIFER S.	20836	COM0003617	4/15/2021	4/15/2024	\$ 56,000.00	810141	\$ 5,000.75	\$ 50,999.25	MPRB - TURTLE RESEARCH	Mary Pulscher
11500	7101101	WORKMAN, THOMAS M.	15949	COM0007618	1/1/2024	12/31/2024	\$ 30,000.00	919106	\$ 7,500.00	\$ 22,500.00	MPRB-LOBBYING SERVICES	Alfred Bangoura
11500	7106421	Yerich, Fred	29026	COM0003842	6/14/2021	12/31/2025	\$ 175,000.00	819941	\$ 155,866.76	\$ 19,133.24	MPRB - CERAMIC CLASSES	Elizabeth Kraus
11500	7106550	YOUNG DANCE, INC.	22095	COM0008602	9/1/2024	9/8/2026	\$ 25,000.00	949494	\$ 25,000.00	\$ -	MPRB - DANCE INSTRUCTION	Steve Thompson
14300	9101100	YOUNG ENVIRONMENTAL CONSULTING GROUP L	23750	COM0007099	7/1/2023	12/31/2025	\$ 100,138.00	899894	\$ 50,087.91	\$ 50,050.09	MPRB-ENVIRONMENTAL CONSULTING	Adam Regn Arvidson
14300	9101000	YOUNG ENVIRONMENTAL CONSULTING GROUP L	23750	COM0005812	7/1/2022	12/31/2025	\$ 125,000.00	861467	\$ 115,928.00	\$ 9,072.00	MPRB-PROJECT MANAGEMENT	Clifton P Swenson
14300	9101000	YOUNG ENVIRONMENTAL CONSULTING GROUP L	23750	COM0004924	1/15/2022	12/31/2024	\$ 150,000.00	841744	\$ 121,373.20	\$ 28,626.80	MPRB-ENVIRONMENTAL SUPPORT	Clifton P Swenson

<b>TOTAL</b>	<b>\$ 47,458,918.96</b>	<b>\$ 21,262,806.62</b>
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Minneapolis Park and Recreation Board  
Professional Services - Active  
11-21-2024

Fund	Dept	Supplier Name	Supplier ID	Contract	Begin Dt	Expire Dt	Max. Contract Amt	PO No.	Available Contract Balance	Sum Expended Amount	Contract Description	Document Contract Manager
Fund Key												
11500	General Fund - operating fund of the MPRB primarily supported by property taxes and includes activities such as park maintenance, environmental management, tree planting and care, recreation, park safety and general government administration											
11950	Park Grant and Dedicated Revenue Fund - accounts for resources designated for specific purposes through grant requirements or donor restrictions											
14300	Capital Improvement Fund - accounts for the MPRB neighborhood and regional parks capital improvement and rehabilitation projects											
14370	Capital Improvement Assessment Fund - accounts for private property tree removal program and parkway improvement assessments											
Fund Key												
16600	Internal Services Fund - accounts for the rental of MPRB owned mobile equipment and the Information Technology Services provided to MPRB departments											
16700	Self- Insurance Fund - accounts for the insurance activities of the MPRB including workers compensation, property insurance, general liability, automotive liability, and police professional liability											
17800	Enterprise Fund - self-supporting fund that accounts for all business-type operations including golf courses, concessions, ice arenas, permits											
17900	Stormwater Enterprise Fund - stormwater utility fee used to sustain, protect and enhance the stormwater management system on park land											

NOTE: Professional service agreements are not to exceed contracts and can be written and funded for up to 5 years. This can result in a large unspent balance that is either not used and removed when the contract expires or that will be drawn from over a 5-year period. This is very common for large contracts related information technology services, background checks, workers compensation services and small multi-site contracts.



TO: Minneapolis Park and Recreation Board

FROM: Jennifer Ringold, Deputy Superintendent

DATE: 12/4/2024

SUBJECT: DEPARTMENT BUDGET ACTIONS 3RD QUARTER UPDATE

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The annual budget contains several budget actions. Each quarter staff provide progress updates on the budget actions. *Attachment A* contains the updates for the third quarter of 2024.

**Attachments:**

Attachment A – Department Budget Actions 3<sup>rd</sup> Quarter Report

*Jbr 12.4.2024*



**Minneapolis**  
**Park & Recreation Board**

**2024 Budget Actions**  
**Report on Third Quarter Results**

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**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Communications and Marketing	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Dawn Sommers			

<b>ACTION:</b>			
Review and assess opportunities to improve accessibility of existing print and online communications for the public, including multilingual audiences, including www.minneapolisparcs.org, print materials, video and digital promotional platforms.	7. 8	Strategic Direction B	B

<b>TASKS:</b>	Target Date	Completion Date	Results
Compile 2022 year-end stats for web visits, GovDelivery and social media channels managed by the Communications and Marketing Department. Conduct audit of all social media platforms used by MPRB departments to annually track accounts, activity, number of followers, and conformity with MPRB social media policy.	2/15/2023	2/14/2023	Completed. 2022 stats compiled and social media audit done.
Hold cross-departmental meetings with existing staff to identify and document current accessibility goals and gaps, existing practices and tracking methods, and opportunities for improvement.	5/1/2023	10/31/2023	Partially Completed. Web search enhancement project launched and ADA webpage assessment of www.minneapolisparcs.org launched with WeCO. Developed summer regional park multicultural advertising campaign using Met Council Equity Grant. Additional multicultural assessments on hold until Multicultural Communications Representative position filled in 2024.
Begin implementing improvements using existing resources	6/1/2023	12/31/2023	Completed transition to upgraded GA4 analytics platform on website in June 2023. Completed first phase of ADA web recommendations by WeCO by mid-June. Completed installation of analytics tracking on select MPRB third party program platforms by late August. Enhanced web search tool launched by mid-October. Multicultural regional park advertising campaign launched using: MLatino Media TV, radio, social; ShelettaMakesMeLaugh.com radio, podcasts, social; and Somali TV. Launched phase two of WeCO ADA accessibility assessments to select MPRB third party web platforms following ActiveNet upgrade, with assessments completed in December.
Work with existing web vendor to review and modify web user behavioral profiles, originally developed in 2014 prior to site being launched in late February 2015 to ensure profiles reflect current city demographics and use of mobile vs desktop devices for accessing www.minneapolisparcs.org.	8/1/2023	8/30/2023	Completed. Working with vendor, user experience/patterns being assessed through snapshots, recordings and data.

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b>	Communications and Marketing		Priority	Strategic Direction &
<b>Fiscal Year:</b>	2024		Comprehensive Plan	Performance Goal (if
<b>Manager:</b>	Dawn Sommers	<b>Date of Last Revision:</b>	9/30/2024	Strategy:
			applicable)	Racial Equity Action Plan
<b>ACTION:</b>				
Expand development of multilingual, multicultural graphic, video and digital materials to promote parks and park offerings. Explore options for comprehensive website user testing, for www.minneapolisparcs.org and third-party web platforms used by MPRB.			7.8	Strategic Direction B
				B
<b>TASKS:</b>	Target Date	Completion Date	Results	
Develop plan working with cross-departmental recreation, environmental and visitor services program staff to build upon work done in 2023 to expand development and use of graphic and video libraries, templates and materials to promote park offerings to multilingual audiences.	2/1/2024		Plan development underway. Projects completed include: web page layout modifications on Private Tree pages and other web pages for improved translation and mobile device experience; producing multilingual flier promoting spring registration for digital distribution to all elementary/middle school MPS students; and June regional park advertising campaign resulting in almost 1M ad impressions via multicultural/multilingual digital platforms. Completion pending filling Multicultural Communications Representative position.	
Identify and provide internal training for successful use of multicultural communications materials by other departments.	5/1/2024		Under development. Completion pending filling Multicultural Communications Representative position.	
Research options and cost estimates for conducting user testing of the public website and MPRB's third-party web platforms to evaluate the functionality and design of the websites by observing visitors' actions and behavior as they complete specific tasks.	6/1/2024		Communications and Marketing staff worked with local vendor WeCO to conduct additional disability-focused accessibility audits on key MPRB and ActiveNet web pages, and fixes are underway. The comprehensive user testing initiative is paused for 2024 and 2025, as funding was paused as part of 2025 budget process.	
Submit 2025 budget request for user testing, either as one project or phased project, as part of the 2025 budget process.	8/1/2024		Comprehensive user testing initiative and funding paused for 2024 and 2025, as part of 2025 budget process.	

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b>	CCVP	<b>Date of Last Revision:</b>	COMPLETE	Priority Comprehensive Plan Strategy:
<b>Fiscal Year:</b>	2023			
<b>Manager:</b>	Leslie Vinson			
				Strategic Direction & Performance Goal (if applicable)
				Racial Equity Action Plan
<b>ACTION:</b>				
Develop a planning process to create a youth intervention model that is grounded in the needs of the community.			5.5	Strategic Direction B
			N/A	
<b>TASKS:</b>	Target Date	Completion Date	Results	
Research community intervention models in nonprofit or government sectors	4/1/2023	7/31/2023	Research complete will meet with the staff to narrow the model and contact key stakeholders for introduction meetings by 9/31/23	
Identify staff from the department to support the project	4/1/2023	3/31/2023	Completed- The Director, Community Connection Coordinators and the Streetreach and Community Outreach worker will support this project.	
Identify community stakeholders and conduct informational meetings	6/1/2023	2/29/2024	Completed.	
Identify opportunities from the research and informational meetings to create a model outline for the department	9/15/2023	2/29/2024	Completed.	

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b>	CCVP	<b>Priority Comprehensive Plan Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b>	2024			
<b>Manager:</b>	Leslie Vinson			
<b>ACTION:</b>				
Implement a youth community intervention model.		5.5	Strategic Direction B	N/A
<b>TASKS:</b>	Target Date	Completion Date	Results	
Meet with the staff to review the outline and identify any trainings that maybe needed around community engagement and or community intervention.	1/1/2024	2/6/2024	Met with the dept team and have identified trainings and community survey and other support that may be needed to draft the youth intervention model.	
Reconvene the community stakeholders to review outline before the community intervention model is implemented in the program structure.	7/15/2024		We scheduled six community events attempting to collect the survey data. We have successfully collected data from three youth events this summer. Unfortunately, we encountered a few barriers related to collecting data at two community events, the audience spoke limited English and needed a translator. Our survey was in a paper format and was not translated in the appropriate languages. We have corrected this barrier, by hiring staff who speak the language and will get the survey translated for future events and staff on site. Revised target date 12/15/24	
Implement the model with in the current department programming structure	9/1/2024		Revised target date 12/15/2024.	

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Park Police Department		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023				
<b>Manager:</b> Jason Ohotto	<b>Date of Last Revision:</b> COMPLETE			
<b>ACTION:</b>				
Develop a phased plan around staffing and budget to bolster Park Police capacity for engagement activities.		3. 20	Strategic Direction B – Park Police Engagement	N/A
<b>TASKS:</b>	Target Date	Completion Date	Results	
Review existing Park Police data to determine current workload and engagement levels.	5/1/2023	5/1/2023	Workload exceeds current staffing levels. It is difficult to know the gap beyond authorized staffing due to the current number of vacancies.	
Refine data collection to ensure comprehensive reporting.	7/1/2023	12/31/2023	Ongoing: Data Insights has refined, and continues to refine, data collection.	
Maintain current engagement activities and levels.	12/31/2023	12/31/2023	Despite on-going staffing deficits, the Park Police Department has maintained engagement levels. This has been accomplished using significant overtime assignments.	
Work with the Executive Team on phased budget recommendations (2024 - 2025) to support increased engagement capacity.	9/1/2023	12/31/2023	In consultation with the Superintendent, the focus for 2024 will be filling currently budgeted, but vacant, positions. Hiring efforts are in-progress. Once budgeted positions are filled, the Executive Team will be re-engaged around service levels.	

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b>	Park Police		Priority Comprehensive Plan	Strategic Direction & Performance Goal (if applicable)
<b>Fiscal Year:</b>	2024		Strategy:	Racial Equity Action Plan
<b>Manager:</b>	Jason Ohotto	<b>Date of Last Revision:</b>	9/30/2024	
<b>ACTION:</b>				
Implement staffing additions/changes as adopted in the 2024 budget process. As staff capacity expands, support assignments that bolster engagement activities (including staffing a powershift).			3. 20	Strategic Direction B – Park Police Engagement
				N/A
<b>TASKS:</b>	Target Date	Completion Date	Results	
Post new positions for hire/promotion.	04/31/2024		Ongoing - Human Resources is currently working to post vacant budgeted positions.	
Hire/promote new positions	6/30/2024		Ongoing - So far in 2024, five police officers have been hired and are in various stages of training. One candidate has a final job offer for October. That leaves two vacancies for recruitment in Winter.	
Upon completing pre-service training, new hires to be placed on regular assignment.	12/31/2024		Ongoing - So far in 2024, five police officers have been hired and are in various stages of training.	
Collaborate with community partners and MPRB Community Connections and Violence Prevention Department on developing and supporting expanded engagement activities as staff capacity increases.	12/31/2024		Ongoing	
Track, monitor and report engagement activities.	12/31/2024		Ongoing	

Minneapolis Park and Recreation Board 2024 Budget Action						
<b>Department:</b> Deputy Superintendent's Office <b>Fiscal Year:</b> 2023 <b>Manager:</b> Jennifer Ringold			<b>Date of Last Revision:</b> COMPLETE	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>ACTION:</b>						
Review existing organizational structures that support volunteerism, including staffing, existing funding, processes for recognition and recruitment, and tracking systems to determine best existing practices, gaps and best organizational structure for staffing. Once complete, design a process for establishing a common vision for volunteerism within the Minneapolis park and recreation system.			1. 20	Strategic Direction B – Volunteerism	E	
<b>TASKS:</b>		Target Date	Completion Date	Results		
Hold workshops and focus groups with existing staff to document existing practices, needs, funding, gaps, and systems related to volunteerism at the MPRB.		5/1/2023	6/1/2023	Initial data collected and being reviewed. Will identify additional sessions or data collection methods, if needed.		
Complete report that documents existing conditions and gaps, and recommendations for organizational structure, tracking systems, recruitment and recognition.		8/1/2023	12/31/2023	Report is undergoing final reviews.		
Implement organizational structure changes, as needed, and align budgets as needed.		9/1/2023	9/1/2023	Initial requests were made and approved for the 2024 budget to address most immediate needs. Recommend a more complete review after visioning work in 2024.		
Create a visioning process for volunteerism in the Minneapolis park and recreation system that engages staff, existing volunteers, potential volunteers and commissioners.		12/31/2023	revised 1/20/2024	Visioning process developed and community engagement plan included in the April 3, 2024 P and Cs		

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b> Deputy Superintendent Office		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2024				
<b>Manager:</b> Jennifer Ringold	<b>Date of Last Revision:</b> 9/30/2024			
<b>ACTION:</b>				
Create a common vision for volunteerism for the Minneapolis park and recreation system. Based on that vision, develop policy and procedure for volunteer recruitment, tracking, and recognition, including identifying any software needs to support these functions.		1. 20	Strategic Direction B – Volunteerism	E
<b>TASKS:</b>		Target Date	Completion Date	Results
Implement the visioning process for determining a common vision for volunteerism.		5/1/2024		Based on commissioner and staff feedback, anticipate that the visioning process will extend into the summer of 2024. Extended survey to July 31, 2024. Engagement is complete, staff are working on a recommended vision statement. New target date: 1/1/2025
Initial policy and procedure develop for recruitment, tracking and recognition of volunteers. Ensure that the racial equity toolkit is integrated into the work.		5/1/2024		new target date 1/1/2025
Complete policy and procedure development.		9/1/2024		new target date 1/1/2025
Initiate RFP, if needed, for software system.		9/1/2024		new target date 1/1/2025

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Finance Department	<b>Priority Comprehensive Plan Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Juli Wiseman			

<b>ACTION:</b>			
In 2019, the MPRB began a system equity investment process to determine and include same level of service estimates to meet increased demands of park system expansion in the MPRB's financial projections, annual budget process, and request for the MPRB maximum property tax levy. This budget action plan will result in further defined system equity investment outcomes that ensures all aspects of organizational operations are considered as data is collected, analyzed, refined and updated. In 2023, the Support Services level of service will be explored and will be included in the system equity investment process.	3. 12	N/A	N/A

<b>TASKS:</b>	Target Date	Completion Date	Results
Implement a work team that will engage with the Data Insights Team to assist in the development of data and analytics to identify the level of services and gaps resulting from system equity investment for the Human Resources Department, Finance Department, Information Technology Services Department, and Communications and Marketing Department.	9/30/2023		MOVED INTO 2024 BUDGET ACTION
Present information and findings from the work team to the Executive Team. Make adjustments, as necessary based on Executive Team feedback.	11/30/2023		MOVED INTO 2024 BUDGET ACTION
Incorporate findings and service level requests associated with system equity investment into the budget process beginning in 2024.	12/31/2023		MOVED INTO 2024 BUDGET ACTION

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Finance Department		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2024				
<b>Manager:</b>	Juli Wiseman	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
This budget action plan will result in further defined system equity investment outcomes that ensures all aspects of organizational operations are considered as data is collected, analyzed, refined and updated. In 2024, Service Area Master Plans and Capital Improvement Projects will be reviewed and based on those documents the system equity investment process will be refined to ensure level of service needs are documented and included as projects are completed.			3. 12	N/A	N/A
<b>TASKS:</b>	Target Date	Completion Date	Results		
Implement a work team that will engage with the Data Insights Team to assist in the development of data and analytics to identify the level of services and gaps resulting from system equity investment for the Human Resources Department, Finance Department, Information Technology Services Department, and Communications and Marketing Department.	12/31/2023	6/30/2024	Data Insights staff have been assigned, work team has been finalized, and work has been started.		
Present information and findings from the work team to the Executive Team. Make adjustments, as necessary based on Executive Team feedback.	4/30/2024		Revised Date: 1/31/2025		
Incorporate findings and service level requests associated with system equity investment into the budget process beginning in 2024.	6/30/2024		Revised Date: 3/31/2025 - Incorporate into budget process in 2025		
Identify responsible staff to include in work team and review 2024 - 2029 Capital Improvement Program and identify projects that have a level of service impact and develop system equity investment estimates related to those service impacts.	6/30/2024	6/30/2024	Have identified work team and have discussed developing a procedure for when master plan components which result in additional operating costs will trigger the system equity investment.		
Review the Service Area Master Plans, identify key components that could have level of service impact, develop process to trigger system equity investment conversations when those items are identified for implementation.	9/30/2024		Revised Date: 3/31/2025		
Present information and findings from the work team to the Executive Team. Make adjustments to the system equity investment process and estimates, as necessary based on Executive Team feedback.	10/31/2024		Revised Date: 5/30/2025		
Incorporate findings in the system equity investment process beginning in 2025.	12/31/2024		Revised Date: 5/30/2025		

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Human Resources	<b>Priority Comprehensive Plan Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Mae Brooks			

**ACTION:**

Design and begin to implement a provisional staff hiring process that is managed by Human Resources.	8. 03	Strategic Direction B	C
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<b>TASKS:</b>	Target Date	Completion Date	Results
Identify and meet with Stakeholders. REVISED TASK - HR collectively assessed possibility of rollout given HR staff shortage. Instead shifted focus to inefficiency of manual paperwork process. Will ask for NEOGOV enhancement to digitalize paperwork. Answer affects if/what we meet w/stakeholders to discuss.	3/31/2023	3/31/2023	
Review existing process/procedures. Make any necessary revisions. Determine gaps in process. Determine what, if any communication, is needed to affected parties. Continue with process improvement of past successes. Look for intersectionality of stakeholder comments and current process. REVISED TASK - Investigate and secure NEOGOV software enhancement, being roll-out with identified stakeholders.	5/1/2023	6/30/2023	Approved to get NEOGOV software. HR Team working w/IT & vendors to review existing process/procedures. Impact on all MPRB considered in workplan creation. Will identify stakeholders to consider for initial trial. Created stop gap process until paperwork is digitalized.
Rollout provisional hire process and procedure with past customers. Solicit feedback. REVISED TASK - Complete NEOGOV training additional modules.	7/31/2023	9/30/2023	Rollout of provisional hire process with past customers delayed until new NEOGOV modules activated and HR Generalists receive training at October conference.
Task updated as follows: Begin build-out of NeoGov E-Forms and tools to automate/streamline hiring process. Calculate what personnel and other resources needed to take steps toward provisional hiring.	11/15/2023	12/31/2023	Completed.
Task updated as follows: Identify probable test group/department to segue into provisional hiring experience. Contact to determine interest.	12/31/2023	12/31/2023	Generalists identified the following groups: adult jobs within TTW, Lifeguards, AIS, Water Quality, Park Patrol Agents.

Minneapolis Park and Recreation Board 2024 Budget Action							
<b>Department:</b>	Human Resources			Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan	
<b>Fiscal Year:</b>	2024						
<b>Manager:</b>	Mae Brooks		<b>Date of Last Revision:</b> 9/30/2024				
<b>ACTION:</b>							
Phase two of implementation for provisional hiring to include test department; customers and end-users.					8.03	Strategic Direction B	C
<b>TASKS:</b>	Target Date	Completion Date	Results				
Develop training and resource guides to instruct hiring managers on NEOGOV tool and process. If feasible to increase provisional hiring meet test department to set realistic expectations of hiring process and determine timeline for phased activation of provisional hiring.	3/31/2024	3/31/2024	Generalists selected various departments to test NEOGOV product. Hiring managers trained. Departments added: Teen Teamworks- Adult Supervisors. AIS (recruitment & hire paperwork) Code 8 Lifeguards ( new and returning/recruitment and hire paperwork) Seasonal Parkkeepers (recruitment & hire paperwork) Seasonal Gardeners (recruitment & hire paperwork) Piloting Visitor Services Permits and Events Code 8 (recruitment & hire paperwork)				
Meet w/stakeholders to communicate current year's plan regarding groups involved in provisional process improvement. Set parameters and priorities to be accomplished for summer hiring season. Provide explanation/training as needed identify deliverables. Communicate and train test department on process and procedure of provisional hiring process.	6/1/2024	6/30/2024	All goals set were completed for this phase. It should be noted that while most hiring managers appreciated the greater efficiency of the system a few failed to keep up with the larger amount of electronic paperwork. Those who failed erroneously blamed their failure on the system not their admin skills.				
Implement updated provisional process. Track results/feedback.	8/31/2024	9/30/2024	Completed. HR staff monitored use of NEOGOV while learning about possible new applicant tracking system to be used by the City of Mpls.				
Review summer hiring process for successes and challenges with test department. Calculate what personnel and other resources needed to enlarge provisional hiring. Identify probable test group/department to segue into provisional hiring experience. Suggestion: Provisional Childcare Specialists	11/15/2024	12/31/2024	Overall HR Generalists and hiring managers thought it was a successful trial run w/added departments. There was greater efficiency in processing. However a limitation of NEOGOV is the quick expiration of the new hire paperwork link. This resulted in the necessity to send the link several times to the same person.				
Review results. Determine next steps to enlarge number of customers able to participate in pilot and what facets s/b improved for the next year.	12/31/2024	12/31/2024	While the NEOGOV expansion was a success there will not be an expansion to the pilot group. The City of Mpls is purchasing a new system, Work Day, that will have an applicant tracking system. This will occur in 2025. The hiring managers pilot group will remain the same. This experience will benefit them next year in NEOGOV as well as when we transition to Work Day.				

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> ITS	<b>Priority</b> Comprehensive Plan <b>Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Chad Lauber			

<b>ACTION:</b> Review, Update, and Test the IT Disaster Recovery Plan.		4.11	Strategic Direction A	N/A
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<b>TASKS:</b>	Target Date	Completion Date	Results
Review existing IT Disaster Recovery Plan including all appendices. Update with changes based on infrastructure changes, staffing, and procedural changes.	2/28/2023	4/5/2023	Reviewed and updated Information Technology Disaster Recovery Plan (review dated 04/5/2023).
Assemble a cross departmental team that includes Recreation, Maintenance, Trades (Electrical), IT, and Visitor Services. Review updated plan and appendices.	3/15/2023	5/31/2023	Appendices are updated with changes to infrastructure, staffing, and procedure as of 5/5/2023. Initiated cross departmental team to align disaster recovery and business continuity planning and testing.
Using feedback from the team, update the IT Disaster Recovery Plan, add components of business continuity.	6/1/2023	9/17/2023	Created form to collect test plans for departmental participants in the upcoming Disaster Recovery test. Department representatives identify IT software and services that are critical to business continuity for their area, then identify test steps to execute during the planned outage window. Results will be captured in the form and used to update the larger MPRB IT Disaster Recovery Plan.
Test the IT Disaster Recovery Plan and schedule bi-annual tests.	8/1/2023	9/17/2023	Originally scheduled for July 23. Moved back due to Aquatennial and other high season demands on police and visitor services staff. Disaster Recovery testing was completed by Recreation, Asset Management, IT, Visitor Services, and Park Police. The testing scenario involved simulating a loss of our colocation facility due to a natural disaster. Connectivity between HQ IT infrastructure and IT infrastructure at the colocation facility was taken offline. isolating HQ during testing.
Re-evaluate the plan based on feedback and results of the DR Test.	9/1/2023	9/22/2023	Test scripts were documented in a Global form by each area participating, applications for testing were included. Results were submitted by 9/18/2023 by all participants and were reviewed by 10/1. A plan to mitigate risks resulting from the testing will be updated and included in the MPRB Disaster Recovery Plan, as part of the annual review process. These updates will be included in the 2024 revision of the DR plan.

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	IT Department	<b>Priority</b>	Comprehensive Plan	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b>	2024	<b>Strategy:</b>			
<b>Manager:</b>	Chad Lauber	<b>Date of Last Revision:</b>	9/30/2024		
<b>ACTION:</b>					
Focus on partnerships with other enterprise-wide policies/plans such as the Emergency Operations Plan, FEAPS, and inclement weather.			4.11	Strategic Direction A	N/A
<b>TASKS:</b>	Target Date	Completion Date	Results		
IT will lead a cross departmental team to accomplish this goal, assemble a team that includes at a minimum Police, IT, Communications and Marketing, Deputy Superintendent's Office, Visitor Services, and Finance.	1/31/2024	3/31/2024	Initiated process to identify and engage team participants from across departments. The Risk & Safety Administrator will participate in the workgroup. Directors have been asked to identify participants for their areas.		
Team to evaluate all policies, procedures, and plans to identify which ones are related to emergency operations, climate disaster resiliency planning, and reinforce staffing and partnership standards that consider safety and maintenance needs before, during and after emergencies.	5/24/2024	Ongoing	Core team has reviewed polices related to emergency operations including FEAPS, CoOps, IT Disaster Recovery Plan, and Information Security Incident Response Plan and identified multiple opportunities to improve alignment with the Emergency Operations Plan relating to climate disaster recovery.		
Following the MPRB Policy and Procedure development process, complete policy and procedure development for all affected policies.	8/1/2024	Ongoing	<p>Recommendations will be made to improve the alignment of policies and procedures related to disaster recovery. During Q3 of 2024 the workgroup developed the following recommendations which will be presented to the E-Team in November.</p> <p>Enhance ITS section of EOP</p> <p>Create an MPRB Concept of Operations (Public Facing) To align EOP &amp; existing COOP better ITS Disaster Recovery &amp; Incident Response Plan should align with existing COOP Refactor the Priorities, currently all are either 1 or 2.</p> <p>Create department Continuity of Operations (Internal Department Level)</p> <p>Create FEAP for facilities which lack one (Local Facility Level) Print (or create if need be) response checklists or guidelines for ease of use during an emergency – department specific. Store paper copies of policies, plans, checklists, etc. in departments</p> <p>Add "Essential Employee based on emergency" designation in job descriptions</p> <p>ITS Disaster Recovery Testing Q4 – Ransomware Attack Recovery</p>		
Communicate and train on new policies	10/31/2024		This may be completed by end of Q1 2025 depending on pace of the policy process.		

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Visitor Services	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Annie Olson			

<b>ACTION:</b>			
Launch evaluation project to assess organizational methods and identify needs to build a systemwide pragmatic evaluation plan, including a logic model, data collection methods, timeline, instructions and data management tools.	1.8	Strategic Direction C – Evaluation	B

<b>TASKS:</b>	Target Date	Completion Date	Results
Engage key stakeholders and hold focus groups with existing staff to document existing practices, needs, funding, gaps, and systems related to program evaluations at the MPRB.	5/1/2023	11/30/2023	Staff have formed a core team who are working on documentation of existing practices and collecting examples. Needs, funding gaps, and additional systems related to program evaluations will follow based on findings. Added a racial equity lens to this discussion, leaning on feedback of the Internal Influencer Analyze, Impact & Reflect on Progress Workgroup. Visitor Services Rep presented status of this Budget Action to the Internal Influencers: Analyze, Impact & Reflect on Progress Workgroup, in July 2023. Survey to programming staff due on 11/13.
Research best practices in program evaluation and identify opportunities to align with national standards.	8/1/2023	12/30/2023	This work began with an internal workgroup in collaboration with University of Minnesota Humphrey School graduate students. Meeting set for 12/15.
Assess organizational capacity for evaluation pilot programs and field testing of data collection tools.	9/1/2023	11/30/2023	Based on the responses of the data collection via survey to staff, there is an appetite for a tool (and to pilot a tool). Additionally, the Data Insights team provided feedback based on conversation. The project leads have identified a list of potential pilot programs and/or locations.
Build a systemwide pragmatic evaluation plan for the MPRB	12/31/2023		MOVED INTO 2024 BUDGET ACTION

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Visitor Services		Priority Comprehensive Plan	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2024		Strategy:		
<b>Manager:</b>	Annie Olson	<b>Date of Last Revision:</b>	9/30/2024		
<b>ACTION:</b>					
Use MPRB Program Evaluation Plan to inform the design, build, test, and finalize evaluation tools.			1.8	Strategic Direction C – Evaluation	B
<b>TASKS:</b>	Target Date	Completion Date	Results		
Build a systemwide pragmatic evaluation plan for the MPRB	2/1/2024	2/6/2024	Meeting scheduled for 1/3/24. Intend to share draft plan with II workgroup on 1/12/24.		
Assemble a staff team to design, build, test and finalize evaluation tools	2/1/2024	2/6/2024	Meeting scheduled for 1/23/24 and 2/6/24 to prep for team launch.		
Research best practices in data collection methods and tools for recreation program evaluation and identify alignment with MPRB Program Evaluation Plan.	5/1/2024	5/31/2024	In progress, best practices research due from team at May meeting.		
Design, build and test program evaluation tools.	9/1/2024		Adjust Target Date 11/1/2024		
Review and summarize results of field testing to identify needed adjustments.	11/1/2024		Adjust Target Date 12/1/2024 - have each team member test the evaluation on one program that has recently ended.		
Finalize MPRB program evaluation templates and tools.	12/31/2024				

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Asset Management		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2023				
<b>Manager:</b>	Jeff Evenson	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
Build a foundation of information and tools in order to successfully develop and implement our level of service standards in the future.			3.13	Strategic Direction D - Level of Service Standards	B
<b>TASKS:</b>		<b>Target Date</b>	<b>Completion Date</b>	<b>Results</b>	
Interviews, research and general organization of current Level of Service expectations and processes		10/1/2023		In progress	
Conduct a community engagement process to determine Level of Service expectations and priorities. This would include gathering and summarizing previous community engagement efforts that have been completed to determine community perceptions, feedback and priorities around asset management and Levels of Service. Examples would be Comprehensive plan engagement, city wide survey, community input/feedback thru customer service, etc..		10/1/2023		No action	
Select 'top ten' assets based on current and previous community engagement processes.		11/1/2023		In progress	
Development of Draft Level of Service Standards for top ten assets.		12/31/2023		In progress	
Development of overall "Level of Service Standards" evaluation criteria. These would be metrics that would be used in 2026 to determine the impact and success of the development and implementation of Level of Service Standards for assets.		12/31/2023		In progress	
Finalize Enterprise Asset Management System plans and implement system to support Level of Service standards		12/31/2023		Implementation Services interviews complete, moving into the clarification phase in early 2024	

**Minneapolis Park and Recreation Board  
2024 Budget Action**

<b>Department:</b> Asset Management	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2024			
<b>Manager:</b> Jeff Evenson			

<b>ACTION:</b>			
Finalize Level of Service Standards and develop maintenance and rehab plans to accomplish those standards for five asset classes.	3.13	Strategic Direction D - Level of Service Standards	B

<b>TASKS:</b>	<b>Target Date</b>	<b>Completion Date</b>	<b>Results</b>
Identify resource/process gaps between proposed and current Level of Services to determine structural and process improvements, as well as additional resources, needed to achieve proposed level of service.	3/1/2024		In Progress
Internal and external engagement to review draft Level of Service standards	3/1/2024		In Progress
Revisions and finalize Level of Service Standards	6/1/2024		In Progress
Creation of Level of Service continuous improvement plan for the first five major assets	9/1/2024		In Progress
Creation of Level of Service communications plan for first five major assets	9/1/2024		No action
Creation of Level of Service evaluation plan for the first five major assets	9/1/2024		In Progress
Creation of Maintenance + Rehab Plans to accomplish LOS Standards for the first five major assets	9/1/2024		No action
Integration of maintenance and rehab plans into Enterprise Asset Management System for the first five assets	12/31/2024		Software procured and Phase 1 scheduled to roll out in early 2025
Development of systems to support the continuous improvement, communications and data/evaluation metrics plans.	12/31/2024		In Progress

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Environmental Management	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Debra Pilger			

<b>ACTION:</b>			
Assess potential funding sources to access dollars in order to create a sustainable model for MPRB Stormwater Best Management Practices (BMP) management and funding for rehabilitation and maintenance.	6.2	Strategic Direction E - Water Quality	N/A

<b>TASKS:</b>	Target Date	Completion Date	Results
Determine number of BMPs and locations in Minneapolis parks and differentiate between regional park and neighborhood park BMPs.	2/15/2023		Have reprioritized to work on requesting annual stormwater utility funding from City of Mpls stormwater utility; will work on BMP identification at later date.
Assess suitability of using Operations and Maintenance lottery-in-lieu of dollars to fund MPRB regional park BMP rehabilitation and maintenance.	4/1/2023		Have focused 2023 funding source assessment on Mpls stormwater utility fee as funding source. Will need to assess O and M lottery dollars in future program work.
Assess suitability of using NPP dollars to fund MPRB neighborhood park BMP rehabilitation and maintenance.	4/1/2023		Have focused 2023 funding source assessment on Mpls stormwater utility fee as funding source. Will need to assess NPP dollars in future program work.
Examine additional funding sources such as special assessments, invasive species levy, etc. and other alternative funding sources for BMP rehabilitation and maintenance.	6/1/2023	9/15/2023	Have identified Mpls stormwater utility fee as potential funding source for BMP management and have requested an increase to the Mayor's 2024 supplementary budget to utilize the stormwater fees in this manner.
Create and submit 2024 budget request as appropriate to hire consulting firm to begin BMP assessments and to create a sustainable model for organization-wide BMP management and rehabilitation.	8/15/2023	12/31/2023	Complete. A new MPRB Stormwater Enterprise Fund has been created for 2024. Funding comes from the City of Minneapolis Stormwater Utility fees and will be used to sustain, protect and enhance the stormwater management system on park land for which the MPRB is responsible. The funding will also be used to cover annual costs of water quality and stormwater monitoring of Minneapolis water bodies and water quality education to community members.

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Environmental Management		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2024				
<b>Manager:</b>	Debra Pilger	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
If funded in 2024 budget, work with consultant to create a sustainable model for MPRB Stormwater Best Management Practices (BMP) management and funding for rehabilitation and maintenance. Expand 2021 BMP pilot project documentation for the north quadrant of Minneapolis to the remainder of the city and test system for documenting new BMP's into GIS for future incorporation into Asset Management work order system.			6. 2	Strategic Direction E - Water Quality	N/A
<b>TASKS:</b>		Target Date	Completion Date	Results	
Determine workplan based on 2023 accomplishments		3/31/2024	3/27/2024	Finalized scope with Young Environmental to develop 2024 workplan to create expanded MPRB Stormwater Management Program including BMP maintenance gaps analysis.	
Assemble internal MPRB work group including Environmental Management, Asset Management, Natural Resources, Youth Employment, and Planning for BMP management model		4/1/2024	9/4/2024	Database of existing information created with Young Environmental; gaps analysis work has been concurrent with database creation. A draft is complete, however the database is being updated throughout the process.	
Complete 2024 inspection, investigation, survey and GIS work to expand 2021 BMP pilot		11/1/2024			
Review progress towards target and make any necessary adjustments for 2025		12/1/2024		Program development is initiated with preliminary staffing model expected end of October.	

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Environmental Management	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Debra Pilger			

<b>ACTION:</b>			
Review the Phase II Natural Areas plan to prioritize attainable restoration goals and increases in acreage of managed natural areas. Assess current staffing and contracted services levels to determine whether they are sufficient to meet restoration goals and identify additional resources needed. Begin work towards meeting 2026 performance goal with existing resources.	6.1	Strategic Direction E - Steward our Natural Resources	N/A

<b>TASKS:</b>	Target Date	Completion Date	Results
Identify the specific managed natural areas where an increase in acres managed will occur in the next 4 years.	3/1/2023	3/1/2023	Areas identified - Approximately 49 acres of SW Wirth, 52 acres or SE Wirth, 15 acres of the Woodland along Shingle Creek, 4 acres of Wirth "Back 40" Prairie
Identify the six Managed Natural Areas that the MPRB will focus on meeting the restoration goals.	4/1/2023	3/31/2023	Areas identified - Quaking Bog, Black Ash Seepage Swamp, Cedar Lake Regional Trail Prairie, North Mississippi Prairie, Shingle Creek Prairie, Lake Nokomis Prairie
Identify resources needed to meet restoration goals including staffing, volunteers and partnerships, equipment and materials.	6/1/2023	6/1/2023	Additional resources needed: Contracted work for supplemental Natural Resources maintenance including prescribed burning, Mowing/prescribed fire equipment for MPRB staff capacity, Additional workforce capacity/seasonal staff.
If additional resources are needed to meet restoration goals and objectives, make 2024 budget request for additional resources.	8/1/2023	12/31/2023	Budget request made for seasonal crew and additional resources for contracting. A Natural Areas Special Revenue Fund has been created which will have \$500K annually for natural areas management in regional parks beginning in 2024. Funding is from O and M Lottery dollars.
Begin restoration work within existing staff and resources capacity to increase quality and quantity of Managed Natural Areas.	8/1/2023	8/1/2023	Restoration work in progress. Focus is on improvement of quality of existing natural areas through invasive species removal and establishment of native species.
Assess current and future MPRB usage of Conservation Corps (CCMI) crews in natural areas management in combination with utilization of proposed seasonal MPRB natural resources crews in 2024 budget request (youth focus)	12/1/2023	12/31/2023	A portion of the new Natural Areas Special Revenue Fund will fund a continuation of CCMI contractual services as well as 1.5 FTE seasonal MPRB natural resources staff. This MPRB staffing equates to 3 seasonal natural resources staffers.



**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Forestry	<b>Date of Last Revision:</b> COMPLETE	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023				
<b>Manager:</b> Ralph Sievert				

<b>ACTION:</b>				
Forestry staff will solicit bids for the purchase of trees to be planted on boulevards and in parks. Using funding from the general fund budget and ARPA funds, 8000+ new and replacement trees will be planted with the intent of providing Green Minneapolis with the information needed to continue the sale of carbon credits.		6.7	Strategic Direction E - Tree Canopy	E

<b>TASKS:</b>	Target Date	Completion Date	Results
Forestry staff meets to finalize the types, quantities and location of trees to be purchased. Because ARPA funds are being used, locations within City Green Zones are prioritized.	#####	1/1/2023	Forestry staff met and finalized types, quantities and locations of trees to be purchased.
Forestry works with City Procurement to solicit bids for tree purchase.	1/1/2023	2/1/2023	Forestry worked with City Procurement to solicit bids for tree purchase.
A Board Resolution allowing the purchase of trees is submitted to the MPRB for approval.	2/1/2023	3/1/2023	Board Resolution 2023-1 was submitted and approved by the MPRB.
Following receipt of bids from City Procurement, bids are analyzed and orders are confirmed with commercial nurseries.	2/15/2023	2/15/2023	Bids for tree purchase were analyzed and orders were confirmed with commercial nurseries.
Asset Management is contacted to assist with set up of Tree Distribution Site.	3/1/2023	3/1/2023	Asset Management was contacted and assisted with set up of Tree Distribution Site.
Tree delivery from commercial nurseries begins.	3/15/2023	3/20/2023	Deliveries of trees from commercial nurseries began.
Tree planting begins and work is recorded in computerized tree inventory.	4/1/2023	4/11/2023	Tree planting began after a delay due to a snow storm.
Communications & Marketing is contacted regarding publicity for tree planting.	4/15/2023	6/16/2023	Communications & Marketing posts a news release encouraging watering of trees.
Tree planting concludes.	6/10/2023	6/9/2023	Tree planting for spring 2023 concludes.
Environmental Management is contacted to indicate the proper location of EBWG trees within the computerized tree inventory.	6/20/2023	6/20/2023	Environmental Management has been contacted to indicate the proper location of EBWG trees within the computerized tree inventory.
Forestry staff reviews the spring planting season practices to see if improvements are warranted.	7/1/2023	8/1/2023	Forestry staff reviewed spring planting practices for possible improvements.
With the conclusion of tree removals for the calendar year, Forestry staff reviews the number of removals compared to the total trees planted. Completing this task helps determine if the department is on target to meet the Performance Goal.	12/1/2023	12/21/2023	Forestry staff reviewed the number of tree removals as well as the number planted. In 2023 there were approximately 9600 trees planted and 6300 removed.

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b>	Forestry	<b>Priority Comprehensive Plan Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b>	2024			
<b>Manager:</b>	Ralph Sievert			
<b>Date of Last Revision:</b>		9/30/2024		
<b>ACTION:</b>				
The ability to plan for future boulevard and park tree planting will benefit from maximizing the recorded vacant planting locations in the computerized tree inventory system. Recording vacant planting locations will entail training Forestry's 12 Tree Inspectors on the best ways to recognize vacant planting locations within the constraints of an urban environment.		6.7	Strategic Direction E - Tree Canopy	E
<b>TASKS:</b>	<b>Target Date</b>	<b>Completion Date</b>	<b>Results</b>	
A meeting is held with Tree Inspectors to inform them that recording vacant planting locations will be an area of focus throughout the year. Tree Inspectors will be encouraged to provide input on how best to approach this task.	1/15/2024		The promotional positions of Tree Inspector have not been finalized. The job description and pay steps have been completed and provided to Local 363. Once Local 363 signs off the positions can be posted, interviews held and selections made. Until then it is not possible to move forward.	
Forestry leadership team meets to plan training of Tree Inspectors on the best ways to recognize planting locations for recording in computerized inventory system.	2/1/2024			
Knowing that the ARPA funds will have been utilized by the end of 2024, additional funds beyond the general fund budget will likely be required to fund the quantity of trees needed to accomplish the performance goal. Assuming that the carbon offset program partnership with Green Minneapolis has yielded revenue in previous years, there will be a determination to see if this revenue can be directed towards tree purchase in 2025.	2/15/2024			
Training is held with Tree Inspectors to provide information on the best ways to recognize planting locations.	3/1/2024			
Tree Inspectors begin the systematic process of recording planting locations.	3/15/2024			
A mid-season meeting is held with Tree Inspectors to check on the progress of recording vacant planting locations.	7/15/2024			
With 2024 being the second and final year of ARPA funds being used to supplement the cost of purchasing trees, Forestry will submit a 2025 budget request to increase the funds for tree purchase. This will be needed to accomplish the Performance Goal.	8/15/2024			
A meeting is held with Tree Inspectors to determine if the process of recording vacant planting sites has been completed or if additional time is required.	11/15/2024			

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	D&PM	<b>Date of Last Revision:</b> 9/30/2024	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2023				
<b>Manager:</b>	C. Swenson				
<b>ACTION:</b>					
Assess parkway pavement program to determine its logical limits under current funding, determine acceptable overall pavement condition index (PCI) and frame options for expansion of current parkway pavement program targeting pavement reconstruction and sealcoating to maintain a desired overall PCI.			3.16	Strategic Direction D - Parkway Pavement	N/A
<b>TASKS:</b>	Target Date	Completion Date	Results		
Review current funding to determine maximum annual pavement program.	3/1/2023	3/1/2023	Determined amount and sought board action to request funding from the City of Minneapolis.		
Determine an overall acceptable target PCI for parkway system as a whole and minimum acceptable PCI for segments of the parkway system.	4/1/2023	5/24/2023	PCIs determined.		
Review current methods of parkway renewal. Determine optimal parkway pavement program standards for construction.	6/1/2023	6/1/2023	Worked with City staff to determine pavement standards. Work on the task will continue.		
Prepare options for increasing pavement reconstruction and sealcoating, including estimated costs. Compare options to thresholds for a sustained overall PCI.	2/15/2024	6/1/2023	Completed		
Review initial steps toward a parkway pavement renewal program with Executive Team and, if determined to be necessary, with Board of Commissioners.	3/15/2024	6/1/2023	Completed		

**Minneapolis Park and Recreation Board  
2024 Budget Action**

<b>Department:</b> D&PM	<b>Priority Comprehensive Plan Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b> 2024			
<b>Manager:</b> C. Swenson			

<b>ACTION:</b>			
Determine most appropriate scenario for expansion of parkway pavement program and incorporate program expansion into 2025 budget. Establish program cost boundaries, metrics for project selection, and justification for program expansion.	3.16	Strategic Direction D - Parkway Pavement	N/A

<b>TASKS:</b>	<b>Target Date</b>	<b>Completion Date</b>	<b>Results</b>
Select the optimal parkway pavement program for further development.	2/1/2024	3/11/2024	3-year parkway paving plan developed.
Determine program costs and metrics for project selection. Outline benefits of an expanded parkway pavement program. Frame justification for additional expense related to program implementation.	5/1/2024	5/1/2024	
Review preferred program direction with Executive Team and make modifications as directed.	6/1/2024	6/1/2024	
Establish parameters for 2025 in a pilot parkway pavement program.	8/1/2024		
Incorporate pilot program into 2025 Budget.	9/1/2024		

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Strategic Planning	<b>Date of Last Revision:</b> COMPLETE	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023				
<b>Manager:</b> Adam Arvidson				

<b>ACTION:</b>				
Create and implement processes leading to three subsequent years of targeted asset lifespan compliance, while increasing the percentage of major assets within lifespan to at least 55% of all major assets.		1.22	Strategic Direction D – Assets	N/A

<b>TASKS:</b>	Target Date	Completion Date	Results
Document asset lifespan compliance by asset type and geography, using equity metric data.	2/1/2023	7/19/2023	Asset classes were analyzed and adjusted to ensure that the expected longevity metrics were accurate with industry standards. Each asset in the system had data validation to ensure the year-built data is accurate. Results show 336/643 (52.2%) of assets are within lifespan.
Host an interdepartmental workshop to review disaggregated data and to document current and future asset lifespan projections. Develop new strategies for accelerating lifespan compliance through the CIP, rehabilitation funding, and other means.	3/1/2023	9/30/2023	Hosted an interdepartmental meeting to discuss the disaggregated data, look at the findings by asset class. Results showed that fields and ball diamonds have the highest percentage of out of lifespan assets. 2024 Budget includes a \$200,000/year dedicated rehab fund for fields as a result of the work on this budget action.
Review annual progress through equity metric update.	8/1/2023	9/30/2023	Longevity metrics were updated for the 2023 equity metrics and will be utilized in 2024.
Update Budget Actions for 2024, 2025, and 2026 based on findings from 2023 annual review.	8/1/2023	9/30/2023	As a result of the adopted budget and the new Athletic Fields and Diamonds Fund, Asset Management and Planning are identifying the best candidates for rehab dollars in 2024.

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b>	Planning Division		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)
<b>Fiscal Year:</b>	2024			Racial Equity Action Plan
<b>Manager:</b>	Adam Arvidson	<b>Date of Last Revision:</b>	9/30/2024	
<b>ACTION:</b>				
Increase the percentage of major assets within lifespan to at least 57% of all major assets.			1.22	Strategic Direction D – Assets
				N/A
<b>TASKS:</b>	Target Date	Completion Date	Results	
Review annual progress through equity metric update.	8/1/2024	10/1/2024	2024 numbers have been finalized as of 10/1/2024. Q4 task is to completely update the 2023 numbers on longevity across the 5 major assets and provide an annual update by asset class type	
Update Budget Actions for 2025 and 2026 based on findings from 2024 annual review.	8/1/2024	8/1/2024	Complete. No updates necessary.	
Submit budget request, if necessary, to ensure progress toward goal.	8/1/2024	8/1/2024	Investment in athletic fields and diamonds retained in CIP Rehabilitation funds. Additional funds proposed in 2027 as result of shift for North Commons funding.	

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Strategic Planning		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2023				
<b>Manager:</b>	Adam Arvidson	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
Create and implement processes leading to three subsequent years of aggressive implementation of resiliency projects.			3.6	Strategic Direction A - Resiliency in Master Plans	N/A
<b>TASKS:</b>	Target Date	Completion Date	Results		
Update Master Plan/Ecological System Plan Tracker to identify resiliency projects	2/1/2023	1/1/2023	Complete.		
Work with Plan Champions to identify implementation pathways for master plan resiliency projects and create a 3-year implementation project list	5/1/2023	5/11/2023	Substantially complete. Resiliency-focused Plan Champion workshop held and summarized, with new implementation pathways documented. Specific 3-year implementation project list underway.		
Work with other Division/Department representatives responsible for Ecological System Plan items in creating a 3-year implementation project list	7/1/2023		Underway. Interdepartmental meetings took place between January and March, 2024. Ongoing group will convene to strategize implementation priorities and pathways. New Completion date 6/30/2024.		
Modify and create more specificity within 2024, 2025, and 2026 Budget Actions, based on completion of 2023 Budget Action	10/1/2023	12/19/2023	Overall resiliency advancement percentage at year-end is 17.8% (includes following categories: completed, partially completed, in progress, and ongoing with completed activities). Recently adopted Hiawatha golf and Cedar-Isles are not included in the overall total and will likely reduce this percentage in 2024.		

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Strategic Planning		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2024				
<b>Manager:</b>	Adam Arvidson	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
Implement/complete at least 3% of identified resiliency projects.			3.6	Strategic Direction A - Resiliency in Master Plans	N/A
<b>TASKS:</b>	Target Date	Completion Date	Results		
Perform mid-year progress review, including Master Plan/Ecological System Plan Tracker updates and coordination meetings with Plan Champions and communication with Department Directors responsible for Ecological System Plan recommendations.	6/1/2024	8/1/2024	Work continues to progress with internall staff to create a standing Ecological System Plan Implementation Work Group, which will help accelerate daily practices and systems change around climate resiliency. As to overall reporting, through regular check-ins with Plan Champions, there is an understanding that work is moving forward. In reality, a mid-year check-in just 5 months after year-end will not demonstrate any tangible progress. We can better use limited staff resources to keep working forward and focus on updating 2025 and 2026 budget actions, and on year-end reporting.		
Modify 2025 and 2026 Budget Actions, based on projected completion of 2024 Budget Action.	8/1/2024	8/1/2024	Complete. No revisions necessary.		
Update Tracker and generate list of completed resiliency projects.	12/1/2024				

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Strategic Planning	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Adam Arvidson			

<b>ACTION:</b>			
Create a research summary and cost estimates of GIS/Phone/Travel analysis techniques, in comparison to existing manual counting, that can be used to create baseline data on park access.	4.8	Strategic Direction A - Transit/Park Access	N/A

<b>TASKS:</b>	Target Date	Completion Date	Results
Utilize Planning research assistant program to perform research on digital options for park access analysis, including coordination with Met Council's work with StreetLight	7/1/2023	7/14/2023	Research on digital options is complete with a summary of pros and cons for different potential options. Departmental conversation held.
Utilize Data Insights Team and Planning research assistant program to comprehensively evaluate manual count techniques currently in use, including Met Council Regional Park Counts and counts performed by Recreation staff.	7/1/2023	7/20/2023	Research related to existing manual techniques is complete.
Determine optimal tool for park access analysis	8/1/2023	7/20/2023	Determined the optimal tool type would be a digital option and there at least a few different companies that could potentially fulfill the needs.
Submit budget request to fund recommended park access analysis tool.	8/1/2023	9/30/2023	Complete. In conversations with IT, there's funding available in the 2023 budget to fund the estimated cost for piloting a park access analysis tool. Currently working with IT to determine which company to pilot with. No budget request necessary for 2024 budget.
Modify and adjust 2024 Budget Action depending on likely outcome of 2024 budget cycle	12/1/2023	9/30/2023	No modifications necessary.

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Strategic Planning		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2024				
<b>Manager:</b>	Adam Arvidson	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
Contract for park access analysis assistance, based on findings of 2023 Budget Action, and initiate pilot data collection.			4.8	Strategic Direction A - Transit/Park Access	N/A
<b>TASKS:</b>		Target Date	Completion Date	Results	
Contract with service provider, including issuance of RFP if necessary		4/1/2024	12/31/2023	Complete.	
Initiate data collection/generation, including development of parameters and standards		4/1/2024	8/15/2024	Data was purchased, reviewed, and evaluated for further use. Results from this initial purchase led the project team to explore other data options. In exploring other options, the team found a data source that's an annual subscription that includes access to a number of years worth of data. Purchasing a subscription will require additional funding. A budget request was submitted as part of the organizational budget process for 2025/2026.	
Analyze data and develop methodologies for ongoing collection		6/1/2024		Data that was initially purchased was analyzed and it was determined that exploring other data options would be advantageous. In exploring other options, the team found a data source that's an annual subscription that includes access to a number of years worth of data. Purchasing a subscription will require additional funding. A budget request was submitted as part of the organizational budget process for 2025/2026. Expected completion is pending the advancement of a budget request for a data subscription. If a request were to be approved, expected completion would be 4/1/2025.	
Determine funding source for ongoing data collection and submit budget request, if applicable		8/1/2024	10/1/2024	A budget request was submitted by IT as part of the organizational budget process for Transportation Data Analytic Service for 2025. With this funding, a number of years worth of data would become available to analyze for many of the items listed in the performance goal.	
Modify and adjust 2025 Budget Action depending on findings of 2024 Budget Action		12/1/2024			

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Strategic Planning	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Adam Arvidson			

<b>ACTION:</b>				
Create and implement processes leading to three subsequent years of aggressive implementation of master plan projects, while increasing the percentage of policy items advanced to at least 12% of all policy items.		4.1	Strategic Direction D - Master Plan Implementation	B

<b>TASKS:</b>	Target Date	Completion Date	Results
Host a Plan Champions workshop to strategize and identify implementation pathways for policy items within and outside of MPRB CIP, develop a general work plan for long- and short-term implementations.	2/1/2023	4/13/2023	Complete. First workshop held and second scheduled. Will continue to refine work plans throughout 2023 with additional quarterly tracker updates and periodic workshops.
Develop clear and consistent communication and implementation plans for types of implementations occurring in other Departments and Divisions, such as the courts rehabilitation program and natural resource enhancement projects.	2/1/2023	4/30/2023	Complete. New systems developed for inter-departmental communications. These are being incorporated into tracking by Plan Champions throughout the year.
Modify and create more specificity within 2024, 2025, and 2026 Budget Actions, based on completion of 2023 Budget Action	8/1/2023	12/19/2023	Percentage of completion for 2023 verified. No budget action modification is yet proposed. (See below.)
Update Tracker and generate list of policy items advanced	12/1/2023	12/19/2023	Overall advancement percentage at year-end is 27.8% (includes following categories: completed, partially completed, in progress, and ongoing with completed activities). Recently adopted Hiawatha golf and Cedar-Isles are not included in the overall total and will likely reduce this percentage in 2024. List of completed items will be provided along with this budget action report.

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Strategic Planning		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2024				
<b>Manager:</b>	Adam Arvidson	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
Increase the percentage of policy items advanced to at least 16% of all policy items.			4.1	Strategic Direction D - Master Plan Implementation	N/A
<b>TASKS:</b>		Target Date	Completion Date	Results	
Perform mid-year progress review, including Master Plan Tracker updates and coordination meetings with Plan Champions		6/1/2024	6/1/2024	Through regular check-ins with Plan Champions, there is an understanding that work is moving forward. In reality, a mid-year check-in just 5 months after year-end will not demonstrate any tangible progress. We can better use limited staff resources to keep working forward and focus on updating 2025 and 2026 budget actions, and on year-end reporting.	
Modify 2025 and 2026 Budget Actions, based on projected completion of 2024 Budget Action		8/1/2024	8/1/2024	Complete. No updates necessary.	
Update Tracker and generate list of policy items advanced		12/1/2024			

**Minneapolis Park and Recreation Board  
2024 Budget Action**

<b>Department:</b> Strategic Planning	<b>Priority Comprehensive Plan Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Adam Arvidson			

**ACTION:**

Identify specific carbon footprint reductions and develop more specific 3-year set of Budget Actions to accomplish the 25% reduction.	6.9	Strategic Direction A - Carbon Footprint	N/A
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<b>TASKS:</b>	Target Date	Completion Date	Results
Evaluate available data, in coordination with multiple departments, and identify areas of carbon reduction, including scales of effort and cost.	5/1/2023	Underway	Data being shared and reviewed with multiple department stakeholders. Meeting will produce update on the status of past and current carbon reduction efforts as well as identifying next set of preferred strategies. New completion date May 2024.
Initiate work on carbon reduction efforts that are no/low cost and limited effort, along with continuing ongoing carbon reduction work (lighting changeout, for example)	5/1/2023	4/7/2024	Complete. Signed MOU with Minnesota Energy Climate Corps to conduct whole building energy assessments on MPRB buildings. Audits beginning in April 2024. In addition, MPRB enrolled in a subscription program with Xcel Energy for 100% renewably-generated electricity in March 2024.
Present findings of evaluation and classification of carbon reduction efforts to the Executive Team and Board of Commissioners	7/1/2023	3/20/2024	Complete. Executive Team in September 2023 and to the Board in March 2024.
Revise Budget Actions for 2024, 2025, and 2026 with specific tasks for accomplishing the 25% reduction by 2026	8/1/2023	9/30/2023	Complete. No revisions necessary, due to likely inclusion of renewably sourced electricity. May require more significant Budget Action revision, and possibly overall Performance Goal revision, in conversation with Board of Commissioners.
Submit budget requests, as applicable, for identified higher cost/higher effort carbon reduction efforts	8/1/2023	12/6/2023	Complete. Primary budget request was to add renewably sourced electricity program in the 2024 budget, which was "submitted" through overall agency budgeting, not a formal departmental request. Verifying this was in fact included.

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b>	Strategic Planning		Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b>	2024				
<b>Manager:</b>	Adam Arvidson	<b>Date of Last Revision:</b>			
<b>ACTION:</b>					
Implement Phase 1 of carbon reduction as identified in Budget Action 2023.			6.9	Strategic Direction A - Carbon Footprint	N/A
<b>TASKS:</b>		Target Date	Completion Date	Results	
Document progress on identified carbon reduction items		7/1/2024	7/1/2024	With approval by the board on April 10, 2024, MPRB's enrollment in Renewable*Connect through Xcel Energy is now providing 100% certified renewable electricity to all Park Board facilities.	
Revise Budget Actions for 2025 and 2026 as needed with additional or modified tasks for accomplishing the 25% reduction by 2026		8/1/2024	Underway	MPRB is conducting energy efficiency audits on public buildings in order to identify the most cost effective improvements that can be made in 2025 that will result in energy reductions. As of 9/30/24, 15 buildings have been completed.	
Submit budget requests, as applicable, for identified higher cost/higher effort carbon reduction efforts		8/1/2024	Underway	Begun a multi-departmental project to utilize energy management software to identify key buildings for capital or rehabilitation investments that will result in measurable improvements. Coordinating with Finance and Asset Management.	

**Minneapolis Park and Recreation Board  
2023 Budget Action**

<b>Department:</b> Athletics, Aquatics Golf & Ice Arenas	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2023			
<b>Manager:</b> Larry Umphrey			

<b>ACTION:</b>			
Identify potential funding streams to leverage existing funding with grants, site-specific revenue generations, sponsorship, and public/private partnerships through an equity lens that increase revenue or decrease expenses in Enterprise Fund and Adult Athletic Operations.	9.6	Strategic Direction D	E

<b>TASKS:</b>	Target Date	Completion Date	Results
Meet with staff to identify potential opportunities. These opportunities could include, but are not limited to - naming rights, sponsorships of golf holes or locker rooms, signage on ice arena ice sheets, scorecard or golf cart advertising, advertising in restrooms, expanded agreements with vendors for wedding and events, vendor agreements for food and beverage sales with adult sport leagues, expansion of alcohol service to adult sports, additional specialty facilities for adult sports such as curling, pickleball, or other opportunities.	3/1/2023	2/2/2023	Looked at scorecards, tee signs, and vendor agreements and are working towards some additional opportunities.
Bring potential ideas and options to the Executive Team for any feedback.	5/31/2023	6/28/2023	Presented simulator information to Executive Team and doing more research for them.
Work though any Organizational restrictions on sponsorships	9/1/2023	9/1/2023	Reviewed policies and procedures on sponsorships, naming, etc. Budget items submitted for potential Board Approval.
Engage potential partners on options	12/31/2023	11/22/2023	Met with First Tee of Minnesota for potential large scale capital investment into golf course simulators, also have engaged two companies on advertising at Parade Ice Garden, and have sold advertising on the scoreboard.

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b> Athletics, Aquatics Golf & Ice Arenas <b>Fiscal Year:</b> 2024 <b>Manager:</b> Jack Bartsh			<b>Priority Comprehensive Plan Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>ACTION:</b>					
Begin implementing and continue exploring alternate revenue and/or reduced expense items for Enterprise activities and Adult Athletic opportunities.			9.6	Strategic Direction D	E
<b>TASKS:</b>		Target Date	Completion Date	Results	
Explore options with partners on potential agreements		4/1/2024		Delayed due to staff transition. New Target Date 10/30/2024. Simulators have gone to bid. Working to meet a fall deadline. Received bids on outside logos at Parade Ice. Will take out ice and add before fall.	
Propose options to Executive Team and if needed bring items to The Board for approvals or Resolutions.		9/1/2024		Simulators will be installed 10/1/24.	
Develop contracts and/or agreements with partners, including the potential of issuing RFPs, if necessary		12/1/2024			

**Minneapolis Park and Recreation Board  
2023 Budget Action**

**Department:** Youth and Recreation Center Programs  
**Fiscal Year:** 2023  
**Manager:** Nicole Hernandez/Mimi Kalb

**Date of Last Revision:** COMPLETE

Priority Comprehensive  
Plan Strategy:

Strategic Direction &  
Performance Goal (if  
applicable)

Racial  
Equity  
Action Plan

**ACTION:**

Establish Project Advisory Committee and set specific requirements for defining capacity and measuring utilization of MPRB facilities for programming and athletics.

1. 19

Strategic Direction C  
– Capacity

E

<b>TASKS:</b>	Target Date	Completion Date	Results
Kickoff meeting with Data Insights Team and Project Sponsors to review what facility data exists and create data definitions to inform facility utilization measurements.	4/1/2023	11/15/2023	Formed quality and standards task force who will update the recreation department standards and measurements manual which includes facility and field capacity.
Convene pertinent staff in a Facility Capacity Project Advisory Committee (PAC) representing areas of programming centers and athletic facilities. Discuss data availability and begin to identify options for measuring facility capacity across the system.	6/1/2023	10/23/2023	Changed the format from Project Advisory Committee (PAC) to Standards and Quality task force who will develop process for measuring standards and capacity around programming centers and athletic facilities.
Review ActiveNet Business Optimization Report to identify individual software configurations, limitations, and upgrades needed to support capacity and utilization measurements. Establish a timeline and responsibilities of PAC team to complete the list of needed actions before summer 2024.	9/15/2023	11/15/2023	During initial Quality and Standards task force meeting the overall responsibility for delivery and management of the budget action goal was discussed and timeline determined.
Review and Update Budget Action Plan Tasks for 2024-2026.	10/15/2023	11/15/2023	During initial Quality and Standards task force meeting part of the agenda was to review budget action plan, discuss overall role of task force manager and members as well make adjustments to budget action plan as needed.

Minneapolis Park and Recreation Board 2024 Budget Action				
<b>Department:</b> Youth and Recreation Center Programs			Priority Comprehensive	Strategic Direction & Performance Goal (if applicable)
<b>Fiscal Year:</b> 2024			Plan Strategy:	Racial Equity Action Plan
<b>Manager:</b> Nicole Hernandez/Mimi Kalb	<b>Date of Last Revision:</b> 9/30/2024			
<b>ACTION:</b>				
Create a database of all programming and athletic facilities and begin inputting preliminary data to test capacity and utilization measurements.			1. 19	Strategic Direction C – Capacity
				E
<b>TASKS:</b>	Target Date	Completion Date	Results	
Quality and Standards task force selects initial definitions and methods for measuring athletic facility and programming center facility capacities.	4/1/2024	3/5/2024	Quality and standards task force researched and reviewed previous recreation division standards and measurements manual to assist with setting a standard on how to measure athletic facility and programming centers capabilities/expectations.	
Quality and Standards Task Force ActiveNet Optimization tasks.	5/1/2024		By June 6th, the Quality and Standards task force will develop an updated standards and measurements manual that will help determine programming capacity based on center capacity and community demographics.	
Create a database of all programming centers and athletic facility spaces including data requirements to complete Quality and Standards task force capacity and utilization measurements.	7/15/2024		The communications task force will develop a checklist that will audit all recreation centers indoor/outdoor amenities to ensure information is posted accurately on the MPRB website and consistently across all 47 recreation centers. Update: The Quality and Standards task force drafted a set of program and event standards to help guide program expectations for recreation staff city-wide. They also developed a draft tool that helps determine program/field capacity based on activity at each recreation center.	
Quality and Standards task force meets to review final database for compiling capacity data and tracking facility utilization.	9/1/2024		New Target Date 12/06/24	
Test capacity and utilization measurements using summer 2024 programming data.	10/1/2024		New Target Date 12/20/24	
Review and Update Budget Action Plan Tasks for 2025-2026.	10/15/2024			

Minneapolis Park and Recreation Board 2024 Budget Action					
<b>Department:</b> Youth and Recreation Center Programs <b>Fiscal Year:</b> 2023 <b>Manager:</b> Nicole Hernandez/Mimi Kalb			<b>Priority</b> Comprehensive Plan <b>Strategy:</b>	<b>Strategic Direction &amp; Performance Goal (if applicable)</b>	<b>Racial Equity Action Plan</b>
<b>DATE OF LAST REVISION:</b> 9/30/2024					
<b>ACTION:</b>					
Launch initiative to assess existing enrollment collection methods, identify existing needs to build a departmental process for data collection alignment, research existing reporting options and identify gaps, establish timeline. ☑			1.4	Strategic Direction C – Enrollment	E
<b>TASKS:</b>	Target Date	Completion Date	Results		
Coordinate meetings with internal stakeholders to review park profile collection to date and assess software collection and reporting capabilities	2/1/2023	11/9/2023	The standards and quality task force met and discussed ActiveNet standards on tracking attendance and how park profiles can be used more efficiently.		
Establish an Standards and Quality Task Force	3/1/2023	10/23/2023	The standards and quality task force was created to assist with developing standards for the recreation division city-wide around attendance tracking and continuous improvement of program quality outcomes.		
Coordinate ActiveNet internal focus group who will inventory and assess various enrollment methods being used in rec centers and vet best practices	6/1/2023	5/22/2023	A group of recreation staff as well as representation from the data analytics team met and reviewed/assessed various enrollment methods and proposed standards that potentially could be used when ActiveNet 2.0 is launched.		
Research best practices of collecting enrollment and re-enrollment data from other urban park and recreation organizations.	9/1/2023				
Fine tune what questions need to be answered (eg - Do we include new customers/contacts?)	9/1/2023				
Continue park data profile evolution - assess that profiles contain necessary data sets and necessary training for recreation center staff to understand process, and working with managers on accountability and goal setting	11/1/2023	3/29/2023	Due to the enhancement of ActiveNet 2.0, recreation is currently working with the Data Insights Team on park profile data collection to ensure proper information is collected and entered during the registration process so data is accurately represented on park profiles.		
Work with Standards and Quality Task Force on ActiveNet 2.0 in order to assure data collection for registered participants improvements are optimized and rolled out to recreation staff	12/1/2023	1/2/2024	An email went out to all MPRB programmers on 1/4/24 informing staff of the new data collection process for registered participants. The email also provided training tools as well as a training video.		

**Minneapolis Park and Recreation Board  
2024 Budget Action**

<b>Department:</b> Youth and Recreation Center Programs	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2024			
<b>Manager:</b> Nicole Hernandez/Mimi Kalb	<b>Date of Last Revision:</b> 9/30/2024		

**ACTION:**

Design, build, and test enrollment collection tools and reports, along with expectations, standards, analysis and training instructions.	1.4	Strategic Direction C – Enrollment	E
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<b>TASKS:</b>	Target Date	Completion Date	Results
Standards and Quality task force will debrief on first quarter of data collection for registered program participants. Discuss successes, challenges and areas for improvement in second quarter.	5/1/2024	1/22/2024	Standards and quality task force assisted with developing a process for tracking data on registered participants. The Task Force also created a training video on how to track attendance.
Coordinate program quality improvement team who will be trained on the YPOA assessment tool and assist with program quality improvements in a variety of programs within recreation.	9/1/2024	4/12/2024	Developed a quality team in January 2024 who participated in M3 (Making Meaning with Multiple Data Sets). Following the training we scheduled a debrief on Friday, April 12th to discuss what data is currently being collected in recreation, how is the data used and where potentially can the data be stored. The quality team will meet monthly to develop a quality improvement plan.
Research best practices of collecting drop-in participant data from other urban park and recreation organizations.	11/1/2024		New target date 11/22/24
Determine how data will be collected, reported and stored for continual program quality improvement.	11/1/2024		New target date 11/22/24
Finalize data collection methods and reports based on best practices and compatibility with software.	12/1/2024		

**Minneapolis Park and Recreation Board  
2024 Budget Action**

<b>Department:</b> Youth and Recreation Center Programs	Priority Comprehensive Plan Strategy:	Strategic Direction & Performance Goal (if applicable)	Racial Equity Action Plan
<b>Fiscal Year:</b> 2024			
<b>Manager:</b> Mimi Kalb			

<b>ACTION:</b>			
Identify a Citywide needs based free and reduced cost programming strategy for the Minneapolis Parks to replace the three current programs (Fee Assistance, Scholarship, Free Youth Programs and Free Rec Plus sites). The strategy should not add barriers beyond the standard registration process and should consider applying to Minneapolis residents of all ages. Based on the strategy, develop a policy and procedure recommendation for participation and metrics for determining efficacy of the program to serve residents' needs. ☑	9.1	Strategic Direction C – Enrollment	N/A

<b>TASKS:</b>	Target Date	Completion Date	Results
Determine work team and stakeholders	12/31/2023	4/5/2024	Created a Free Program Task Force that includes representation from (communication, environmental ed, data analytics and recreation).
Meet with internal stakeholders	1/31/2024	4/18/2024	The free program has met two times (April 18th and April 23rd) to discuss overall goals, budget action, timeline and next steps.
Research other similar organizations for examples	2/29/2024	6/13/2024	Steve Alexander from Minneapolis Community Education came and spoke to our Free Program Task force and discussed how MPS Community Education has implemented their sliding fee scale as well as other resources.
Develop the strategy and present to the Executive Team	4/30/2024		New target date 11/18/24
Determine the budgetary impact to the organization for implementing changes	6/30/2024		New target date 11/15/24
Propose new strategy and budget impacts to commissioners	7/31/2024		New target date 12/4/24
Update strategy based on commissioner input	8/31/2024		New target date 12/13/24
Incorporate program needs into the 2025 draft budget	9/30/2024		



TO: Minneapolis Park and Recreation Board

FROM: Jason Ohotto, Park Police Chief

DATE: December 4, 2024

SUBJECT: PARK POLICE BODY WORN CAMERA BIENNIAL AUDIT REPORT

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## **BACKGROUND**

Minnesota Statute 13.825 requires all law enforcement agencies with body-worn cameras to undergo an independent biennial audit. The MPRB Park Police Department was recently audited in a process authorized by the City of Minneapolis Audit Committee and was facilitated by the City of Minneapolis Internal Audit Department. The report of findings is Attachment A.

In summary, the MPRB Park Police Department's body-worn camera program complies with all laws and requirements.

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This item supports the following goals and strategies in Parks for All, the MPRB Comprehensive Plan 2021-2036.

**Goal:**

07. Connect through communications and technology

**Strategy:**

14. Clearly communicate the reasons behind safety, operational, partnership, technical and budgetary decisions.

**Attachments:**

1. Attachment A - 2024 MPRB Park Police Body Worn Camera Audit Report

November 14, 2024

Sen. Bonnie Westlin, Chair  
Legislative Commission on Data Practices  
Minnesota Senate Building  
95 University Ave W, Room 3403  
St. Paul, MN 55155

Rep. Jamie Becker-Finn, Vice Chair  
Legislative Commission on Data Practices  
559 State Office Building  
St Paul, MN 55155

Sally Olson, Commission Administrator  
Legislative Commission on Data Practices  
72 State Office Building  
100 Rev. Dr. Martin Luther King, Jr. Blvd.  
St. Paul, MN 55155

Enclosed please find the 2024 Minneapolis Park Police Biennial Body Worn Camera (BWC) Audit Report from the period January 1, 2022 to December 31, 2023.

Sincerely,



Kendall Smaby  
City Clerk's Office

cc: Legislative Reference Library, [refdesk@lrl.leg.mn](mailto:refdesk@lrl.leg.mn)  
Siddhartha Poudyal, Interim City Auditor

Enclosures: Park Police Body Worn Camera Audit Report  
Certificate of Audit Summary Report by Governing Body

# CERTIFICATE OF AUDIT SUMMARY REPORT

## BY GOVERNING BODY

(Pursuant to Minnesota Statute 13.825, subd. 9)

### STATE OF MINNESOTA

County of Hennepin

### TO THE LEGISLATIVE COORDINATING COMMISSION SUBCOMMITTEE ON DATA PRACTICES (FORMERLY LEGISLATIVE COMMISSION ON DATA PRACTICES AND PERSONAL DATA PRIVACY):

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the City of Minneapolis DOES HEREBY CERTIFY, that in compliance with the provisions of Minnesota Statute 13.825, portable recording systems, the City Auditor's Office conducted an audit of the Minneapolis Park & Recreation Board Police Department Body Worn Camera Audit system to ensure compliance with state laws in accordance with Minnesota Statute 13.825, and was presented to the City Audit Committee on October 28, 2024, and published on October 28, 2024. The scope of the audit covers January 1, 2022, to December 31, 2023.


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A copy of the Minneapolis Park & Recreation Board Police Department Body Worn Camera Audit Report is hereto annexed and made a part of this certificate by reference.



Signed: \_\_\_\_\_

*Casey Joe Carl*  
Casey Joe Carl, City Clerk  
City of Minneapolis  
(Official designation of officer)



# 2024 Minneapolis Park Police Biennial Body Worn Camera (BWC) Audit

City of Minneapolis  
Audit Division  
Office of City Auditor  
October 28, 2024

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## Executive Summary

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The main objective of the 2024 Minneapolis Park Police Biennial Body Worn Camera (BWC) Audit is to determine whether the Minneapolis Park Police Department (MPPD) is compliant with Minnesota Statutes including:

- MN State Statute 13.825
- MN State Statute 626.553 Subd 2
- MN State Statute 609.02 Subd 7(a)
- MN State Statute 13.82 Subd 17(a)
- MN State Statute 13.82 Subd 7
- MN State Statute 13.43 Subd 2(5)
- MN State Statute 138.17
- MN State Statute 13.05
- MN State Statute 626.8473
- MN State Statute 13.08
- MN State Statute 13.055
- Minneapolis Park Police Department BWC Written Policy and Procedure

Based on the findings by City of Minneapolis City Auditor's Office Audit Division, it has been determined that the MPPD is compliant with the relevant Minnesota State Statutes concerning the use of Body-Worn Cameras (BWC). This conclusion is based on a comprehensive assessment of policy, data handling practices, and operational procedures.

While the Department demonstrates adherence to statutory requirements, Audit identified areas for improvement to be aligned with best practices. These observations and recommendations are outlined in the subsequent sections of this report.

## Audit Scope and Approach

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As part of our risk-based Community Safety Audit Plan approved by the Audit Committee, the Audit Division (Audit) of the City of Minneapolis Office of the City Auditor conducted a review of the Minneapolis Park Police Department's Body Worn Camera processes. The objective of this engagement was to audit compliance with Body Worn Camera laws and regulations, and review relevant policies, procedures, and security controls, as required by the State of Minnesota Statute 13.825.

According to Minnesota statute 13.825, subd. 9, law enforcement agencies using Body Worn Cameras must "arrange for an independent, biennial audit of the records to determine whether the data currently in the records are classified, how the data are used, whether they are destroyed as required under this section, and to verify appropriate access."

For this engagement, Audit did not utilize a third party to conduct the Audit and instead brought the work back to the City, employing one Community Safety Auditor and one Senior Internal Auditor to conduct the body worn camera viewing and IT portions of the audit respectively. The audit scope period included a compliance assessment of the period from January 1, 2022, to December 31, 2023.

The scope included the following audit criteria:

- MN State Statute 13.825 (Portable Recording Systems)
- MN State Statute 626.553 Subd 2 (Discharge Firearm; Kill animal)
- MN State Statute 609.02 Subd 7(a) (Substantial Bodily Harm)
- MN State Statute 13.82 Subd 17(a) (Protection of identities)
- MN State Statute 13.82 Subd 7 (Criminal Investigative Data)
- MN State Statute 13.43 Subd 2(5) (Public Data)
- MN State Statute 138.17 (Government Records; Administration)
- MN State Statute 13.05 (Data Protection)
- MN State Statute 626.8473 (Portable Recording Systems Adoption; Written Policy Required)
- MN State Statute 13.08 (Civil Remedies)
- MN State Statute 13.055 (Disclosure of Breach in Security)
- Minneapolis Park Police Department BWC Written Procedures

These criteria were evaluated to determine whether:

- Data are collected, classified, and used as defined by Mn Statute 13.825 Subd 2.
- BWC data are retained as defined by 13.825 Subd 3.
- BWC data access is limited in compliance with 13.825 Subd 4.
- The inventory of BWC is maintained in compliance with 13.825 Subd 5.
  - Total number of devices
  - Daily total number of recordings
  - Aggregate number of recordings
- Only agency issued BWC can be used to document officer activities in compliance with 13.825 Subd 6
- Written procedures must be in place to authorize access to non-public recordings via 13.825 Subd 7.
- BWC Data are shared with other law enforcement agencies as mandated by 13.825 Subd 8
- Proper notification to the Bureau of Criminal Apprehension within 10 days of obtaining new surveillance technology occurs in compliance with 13.825 Subd 10
- BWC vendors comply with United States Federal Bureau of Investigation Criminal Justice Information Services Division security policies in compliance with 13.825 Subd 11
- Minneapolis Park Police Department Personnel are adhering to the policies and procedures that are defined for BWC operation.

Audit met with Minneapolis Park Police Department leadership to gain information and understanding about the workings of the Body Worn Camera Program, received documentation from the Minneapolis Park Police Department as well as Axon, and was granted direct access to Axon's Evidence.com for independent review of body worn camera video and associated data.

## Results and Observations

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As noted in the Executive Summary, Audit has determined that the Minneapolis Park Police Department is compliant with Minnesota State Statute based on Audit's observations and review of policy, data handling practices, and operational procedures.

### **Training**

Officers receive initial body worn camera training through the Minneapolis Police Academy, and Minneapolis Park Police Department Officers receive annual in-service training alongside the Minneapolis Police Department, including refresher training on Body Worn Camera policy and procedure. Changes and updates to policy are addressed as they happen through roll call training sessions with officers.

### **Policy**

The Minneapolis Park Police Department Body Worn Camera Policy is based upon the Minneapolis Police Department's Body Worn Camera Policy and is updated when changes are made to the Minneapolis Police Department's Body Worn Camera Policy. Adjustments are made as needed to accommodate the specific needs and circumstances of the Minneapolis Park Police Department.

### **Data Retention, Redaction, and Deletion**

Body worn camera data is not stored on City systems and is housed entirely within the Axon Evidence.com third-party system. Body worn camera video and data is only able to be downloaded by users with Admin access, and is done so sparingly, typically only when required by a data request. Redaction of video is handled solely by the Lieutenant in charge of the Body Worn Camera Program. Deletion of body worn camera video is conducted automatically by the Axon Evidence.com system.

### **Best Practices**

In addition to standard compliance, Audit has chosen to highlight several best practices that better indicate the Minneapolis Park Police Department's commitment to a successful Body Worn Camera program:

- MPPD Sergeants regularly pull reports listing uncategorized body worn camera videos and proactively work to ensure they are appropriately categorized by officers in a timely manner. For the review period of January 1, 2022 to December 31st, 2023, Audit noted only six (6) uncategorized body worn camera videos.
- Lieutenants who oversee the Body Worn Camera program are automatically notified via email of body worn camera videos that are slated for automatic deletion, and vet the report to ensure that videos slated for deletion are being deleted appropriately and according to retention schedules.
- Quarterly reviews for each user are conducted by the user's direct supervisor. Reviews include a random selection of each user's BWC videos and a separate random selection of each user's PIMS cases, with evaluation entailing an end-to-end review of all aspects of each involved interaction to ensure quality and compliance.

## Recommendations

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Audit has determined that the Minneapolis Park Police Department is compliant with the relevant Minnesota State Statutes concerning the use of Body-Worn Cameras. Audit appreciates the efforts the Minneapolis Park Police Department have made to adhere to statute and maintain a robust Body Worn Camera program. Based on the results and observations above, Audit puts forth the following recommendations for improvements to bring the Minneapolis Park Police Department further in alignment with best practices:

### 1. BWC Categorization

BWC Categorization is broadly compliant with Minnesota State Statute. Most videos observed were classified correctly, and the few that were located in incorrect categories appeared to have been the result of a potentially confusing category name or user error in choosing the category above or below the correct category from the drop-down menu. Audit observed that three categories contained some BWC videos which appeared to have been mistakenly placed within an incorrect category:

- I. Background/Non-Evidence Invst. Recording,
- II. Non-BWC Data
- III. Significant Event.

#### Recommendation:

- Audit Division recommends that the Minneapolis Park Police Department consider renaming the “Background/Non-Evidence Invst. Recording” category to avoid including “Non-Evidence.”

### 2. Independent Third-Party Assessment Report Review

Audit reviewed the SOC 2 and SOC 3 Independent Assessment Reports provided by Axon. The SOC 2 report includes detailed information on the effectiveness of controls related to security, availability, processing integrity, confidentiality, and privacy. It is intended for those with a deeper understanding of the internal workings of these controls. In contrast, the SOC 3 report offers a general overview of these same controls, providing public assurance of the service provider's security and operational integrity but without the same level of technical detail. The audit noted that while the SOC 2 and SOC 3 reports are available, neither has been recently reviewed by the Minneapolis Park Police Department staff. Regularly reviewing these reports is critical to maintaining assurance over the service provider's control environment and addressing any changes that could impact security, availability, or privacy.

#### Recommendation:

- Establish a process for regularly reviewing and documenting the SOC 2 and SOC 3 Independent Assessment Reports.

### **3. Third-Party Personal Identifiable Information (PII) Security Review**

During our review of the Personal Identifiable Information (PII) Assessment provided by the MPRB IT Director, MPRB has acknowledged the presence of PII housed outside of the City Enterprise in the Axon system.

#### **Recommendations:**

- Update the security assessment to include a detailed review of access control measures, risk management, and compliance with data minimization practices.
- Implement audit and monitoring practices, including logging controls, to track access to PII and ensure timely alerts for suspicious activities.
- Establish and document secure data retention and disposal procedures.
- Conduct security assessments for third-party systems and ensure compliance with internal and statutory security standards.
- Develop and maintain a data classification scheme that goes beyond identifying the presence of PII.
  - Implement and regularly update incident response plans to handle potential data breaches.

### **4. Internal Procedure for Granting Access to Evidence.com**

Audit reviewed procedures for granting user access to Evidence.com and analyzed a sample of active user accounts. Audit noted that the Minneapolis Park Police Department has a written policy for requesting and granting access to Evidence.com, however lacks documentation of the existing internal procedure outlining the specific steps to follow when granting access to Evidence.com.

#### **Recommendation:**

- Document the currently established internal procedures for granting access to Evidence.com. This documentation should include step-by-step instructions, approval workflows, criteria for different access levels, and be incorporated into regular policy reviews and updates to maintain accuracy and effectiveness.

## Conclusion

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Audit has determined that the Minneapolis Park Police Department is compliant with the relevant Minnesota State Statutes concerning the use of Body-Worn Cameras (BWC). This conclusion is based on a comprehensive assessment of the MPPD's policies, data handling practices, and operational procedures as described above.

Audit would like to thank the Minneapolis Park Police Department for the assistance and dedication they shared during this engagement. Their time, knowledge, expertise provided throughout this engagement is greatly appreciated. In particular, the Minneapolis Park Police Department's transparency and communication with Audit during this engagement was exemplary.

## Contacts

### Audit Team for this Engagement

Ryan Franson, Community Safety Auditor

Ella Kings, Senior Internal Auditor

### Minneapolis Park Police Department Primary Contacts

Lieutenant Calvin Noble

Lieutenant Andrew Klein

Chief Jason Ohotto

Chad Lauber, IT Director, Minneapolis Park Board

### Interim City Auditor

Siddhartha Poudyal, CIA

### Office of City Auditor

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## Addendum

As with the 2023 MPD Biennial BWC Audit, a BWC video viewing component was added to provide additional insight into pattern and practice, directly determine compliance in categorization, and share information with the Minneapolis Park Police Department regarding any instances of misconduct observed. As BWC video viewing is a new addition to this Audit, methodology is included below:

### 1. Pre-Evaluation Preparations

- a. Evaluator Background: The evaluation team has the required training and knowledge to perform testing. Ryan Franson has over 8 years of experience viewing, evaluating, analyzing, and researching Body Worn Camera (BWC) footage in the AXON system. He is a Certified Practitioner of Oversight and is Criminal Justice Information Services (CJIS) Certified.
- b. Ensure Secure Environment: Ryan Franson is CJIS Certified. BWC videos are viewed in a secure, private location solely by the Evaluation Team. Computers used to access video are issued by the City of Minneapolis and follow all IT specifications for security.
- c. Categorize Videos: Audit used the existing categorizations established by the Minneapolis Park Police Department for testing. See the Minneapolis Park Police Department Policy and Procedure Manual Section IV, pages 15-17, for description of the categories.

### 2. Footage Access and Review

- a. Random Sampling: Audit selected 10 BWC videos per category as chosen by a random number generator from .csv lists of all BWC videos ranging from January 1, 2022, to December 31, 2023.
- b. All recordings were reviewed in the following categories that had fewer than 10 recordings:
  - i. Police Discharge of a Firearm
  - ii. Protected
  - iii. Restricted (Admin)
  - iv. Use of Force – Substantial Bodily Harm
- c. Two categories did not contain any BWC videos:
  - i. Deadly Force
  - ii. Recruit Academy
- d. Incident Specific: Audit determined whether the BWC videos are classified in the appropriate category.

### 3. Evaluation Criteria

- a. Data Collection and Classification: Auditors ensured that the content of the video corresponds to the specified data collection criteria and is correctly classified per Minnesota Statute 13.825 Subd 2.
- b. Retention: Auditors checked the date of recording and compared it to the retention schedule to ensure compliance with 13.825 Subd 3.
- c. Access: Auditors ensured that any access logs or metadata associated with the video align with the stipulations in 13.825 Subd 4.
- d. Inventory Verification: Auditors matched video data with the inventory list to verify that the correct devices captured the footage, ensuring compliance with 13.825 Subd 5.
- e. Authorization for Non-Public Recordings: For videos that are non-public, auditors checked whether there are evidence or logs showing proper authorization per 13.825 Subd 7.

- f. Data Sharing: None of the videos tested were shared. Auditors checked the Axon system to note shared videos.

#### 4. **Quality and Integrity Checks**

- a. Footage Quality: Auditors determined whether video and audio quality on the BWC videos were sufficient for understanding and interpretation.
- b. Tamper Checks: Auditors checked for any evidence of tampering.
- c. Timestamp: Auditors used PIMS and AXON to verify that the timestamp on the BWC videos is accurate.
- d. Geolocation: Audit used PIMS and AXON to verify that the geolocation details on the BWC videos are accurate.

#### 5. **Policy and Procedure Adherence**

- a. Operational Adherence: Audit determined whether BWC videos have been categorized correctly by Minneapolis Park Police Department Officers.
- b. Public Interaction: Audit reported any instances of apparent misconduct to Minneapolis Park Police Department leadership.
  - i. No instances of apparent misconduct were observed over the course of this audit.

#### 6. **Documentation and Reporting**

- a. Audit maintained an Excel Spreadsheet of all videos reviewed, including date, officer who made the recording, categorization, and any notable findings such as potential misconduct.
- b. Issues and Non-Compliance: Audit documented any instances of non-compliance or other issues identified during the review as described above.
  - i. No instances of apparent misconduct were observed over the course of this audit.
- c. Recommendations: Audit formed recommendations based solely on findings from this review.

#### 7. **Review and Feedback**

- a. Subsequent to completion of the evaluation, results were shared with relevant stakeholders and presented at Audit Committee.



**Minneapolis**  
**Park & Recreation Board**

Transmitted via email

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Minneapolis, MN 55411-2227

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4022 1/2 North Washington Avenue  
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October 23, 2024

Dear Interim City Auditor Siddhartha Poudyal,

We are pleased to learn that the City of Minneapolis City Auditor's Office Audit Division has determined that the Minneapolis Park Police Department is compliant with the relevant Minnesota State Statutes concerning the use of Body-Worn Cameras (BWC). Thank you for completing the required BWC Audit for the Minneapolis Park Police Department. Minneapolis Park and Recreation Board staff have been very complimentary of the audit process. We also appreciate the identification of Best Practices and Recommendations in the report. Staff are reviewing the recommendations and will develop a course of action to address these concerns, to the extent possible, prior to the next biennial audit.

Sincerely,

Jennifer B. Ringold  
Deputy Superintendent

**President**  
Meg Forney

**Vice President**  
Cathy Abene, P.E.

**Commissioners**  
Becky Alper  
Billy Menz  
Steffanie Musich  
Tom Olsen  
Charles Rucker  
Elizabeth Shaffer  
Becka Thompson

**Superintendent**  
Al Bangoura

**Secretary to the Board**  
Jennifer B. Ringold