

# Legislative & Intergovernmental Committee

Mary Merrill Minneapolis  
Park and Recreation Board  
Headquarters - Board Room

Minneapolis, MN 55411

[www.minneapolisparcs.org](http://www.minneapolisparcs.org)

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## Committee Meeting

~ Agenda ~

Wednesday, December 4, 2024 - 5:20 PM

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

### Chair

Chair Tom Olsen

### Vice Chair

Vice Chair Charles Rucker

### Commissioners

Commissioner District 6 Cathy Abene

Commissioner District 3 Becky Alper

Commissioner District 1 Billy Menz

## I. CALL TO ORDER

## II. APPROVAL OF AGENDA

II.1.

APPROVAL OF AGENDA

## III. APPROVAL OF MINUTES

## IV. ACTION ITEMS

IV.1.

### Resolution 2024-263

RESOLUTION APPROVING ONE-YEAR CONTRACTS EFFECTIVE JANUARY 1, 2025 WITH RICE, WALTHER, & MOSLEY LLP IN THE AMOUNT NOT TO EXCEED \$100,000 AND TOM WORKMAN IN THE AMOUNT NOT TO EXCEED \$30,000 FOR LOBBYIST SERVICES

IV.2.

**Resolution 2024-264**

RESOLUTION ADOPTING THE 2025 MPRB DRAFT FEDERAL LEGISLATIVE AGENDA

IV.3.

**Resolution 2024-265**

RESOLUTION APPROVING THE DRAFT 2025 MPRB STATE LEGISLATIVE AGENDA

**V. STUDY/REPORT ITEMS**

**VI. ADJOURNMENT**



## **Resolution 2024-263**

### **RESOLUTION APPROVING ONE-YEAR CONTRACTS EFFECTIVE JANUARY 1, 2025 WITH RICE, WALTHER, & MOSLEY LLP IN THE AMOUNT NOT TO EXCEED \$100,000 AND TOM WORKMAN IN THE AMOUNT NOT TO EXCEED \$30,000 FOR LOBBYIST SERVICES**

Whereas, The Minneapolis Park & 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 MPRB has deemed it is in the best interest of the organization to be professionally represented at the state and federal legislative levels;

Whereas, The MPRB has identified professional lobbyists for state level lobbying who have represented the interests of the organization well and wish to continue those professional relationships for the period of January 1, 2025 – December 31, 2025;

Whereas, Funding for these contracts is in the Superintendent’s Recommended 2025 Park Board budget; and

Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036, which envisions Goal 4 to “Work from our strengths and determine our role in partnerships,” and Goal 9 to “Operate a financially sustainable enterprise;”

RESOLVED, That the Board of Commissioners approve one-year contracts effective January 1, 2025 with Rice, Walther, & Mosley LLP in the amount not to exceed \$100,000 and Tom Workman in the amount not to exceed \$30,000 for lobbyist services; 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: Legislative & Intergovernmental Committee

FROM: Al Bangoura, Superintendent

DATE: December 4, 2024

SUBJECT: RESOLUTION APPROVING ONE-YEAR CONTRACTS EFFECTIVE JANUARY 1, 2025 WITH RICE, WALTHER, & MOSLEY LLP IN THE AMOUNT NOT TO EXCEED \$100,000 AND TOM WORKMAN IN THE AMOUNT NOT TO EXCEED \$30,000 FOR LOBBYIST SERVICES

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## **BACKGROUND**

The Minneapolis Park and Recreation Board (MPRB) annually enlists the services of lobbyists to represent the interests of the Park Board at the State legislative level (*Attachments A and B*). This action is considering the lobbying service contracts for 2025.

The Board appoints a Legislative Committee made up of five members of the Board who recommend the legislative agenda for the Park Board and oversee and manage the work of the lobbyists with the Intergovernmental Relations Administrator and the Superintendent.

The leadership of the Board, the Legislative Committee and the Superintendent has identified two groups to represent the Park Board at the state level; with each group bringing extensive knowledge and experience to successfully represent the interests of the Park Board. Rice, Walther, & Mosley LLP and Tom Workman are recommended to represent the interests of the Park Board at the state level.

Funding for these lobbyist contracts is in the Superintendent's Recommended 2025 Park Board budget.

**Staff request that this item be considered by the full board on December 4, 2024, if approved in committee.**

## **PREVIOUS BOARD ACTIONS**

December 6, 2023      Resolution 2023-239: Awarding contracts for lobbyist services with Rice, Walther, & Mosley LLP and Tom Workman for one-year effective January 1, 2023

December 15, 2022      Resolution 2022-315: Awarding contracts for lobbyist services with Rice, Walther, & Mosley LLP and Tom Workman for one-year effective January 1, 2023



## **RECOMMENDATION**

The Superintendent recommends that the Board of Commissioners approve awarding one-year contracts effective January 1, 2025 with Rice, Walther, & Mosley LLP in the amount not to exceed \$100,000; and Tom Workman in the amount not to exceed \$30,000 for lobbyist services.

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
- 09. Operate a financially sustainable enterprise

### **Attachments:**

1. Attachment A 2025 Contract with Rice, Walther, & Mosley LLP for lobbyist services
2. Attachment B 2025 contract with Tom Workman for lobbyist services

*Jbr 12.4.2024*

## Minneapolis Park & Recreation Board

### Standard Contract for Professional Services

(Up to \$175,000)

**MPRB Contract Number** (Assigned by the City Contract Management Office):  
**MPRB Department responsible for the Contract: Superintendent's Office**

#### I. CONTRACT

THIS CONTRACT is made between the Minneapolis Park and Recreation Board, referred to as the "MPRB" and **Rice, Walther, & Mosley, LLC**, referred to as the "Consultant," for *Services* services to be provided under the terms of this agreement (the "Contract").

#### II. SCOPE OF SERVICES

The Consultant agrees to perform the following services for the MPRB:

- A. Coordinate and lead the Park Board's state lobbying efforts with other MPRB contracted state lobbyists, the Superintendent, the President of the Board of Commissioners, and the Intergovernmental Relations Administrator.**
- B. Coordinate as necessary with the MPRB contracted federal lobbyists, the Superintendent and the President of the Board of Commissioners, on the Park Board's federal lobbying efforts.**
- C. Attend hearings and meetings with state legislators and legislative committees. A brief recap of meetings will be recorded for summary reports to the Park Board.**
- D. Attend staff or other meetings as needed or as requested by the Superintendent or his/her designee. A brief recap of meetings will be recorded for summary reports to the Park Board.**
- E. Provide legislators and legislative staff, and Commissioners and administrative staff with requested information.**
- F. Coordinate with the Superintendent or her/his designee the participation and testimony in legislative hearings or essential meetings by Park Board officials, administrators or staff. A brief recap of meetings will be recorded for summary reports to the Park Board.**
- G. Furnish legislative analysis and briefings regarding assigned issues and legislation to Board of Commissioners and other individuals as directed by the Superintendent.**
- H. Monitor and track all relevant legislation and provide updates to the Superintendent or her/his designee on an ongoing basis during the legislative session.**
- I. Prepare and submit weekly legislative updates to the Park Board, Superintendent and staff while the Minnesota Legislature is in session.**

**J. Prepare and submit monthly legislative updates to the Superintendent when the legislature is not in session, including a brief recap of meetings held or attended.**

**K. Provide a summary and Board presentation on assigned issues and legislation at the completion of the legislative session.**

**L. Legislative activities shall be coordinated with the Intergovernmental Relations Administrator, Legislative Committee Chair, President and/or Superintendent.**

**K. Disclose client list to Board President and Superintendent at time of contract review, Board approval, and within 7 days of signing additional clients to ensure no conflicts with MPRB work.**

### **III. COMPENSATION**

The Consultant shall be compensated according to the compensation and fee schedule attached as Exhibit B.

The total compensation under this Contract for services (including eligible reimbursable expenses) shall not exceed **\$100,000 for work through the completion of the Regular Session or any Special Session of the Legislature and on any matters related to bonding requests for future legislative sessions. Contractor will also be responsible for providing additional work on legislative matters relating to the Lessard Sams Outdoor Heritage Council, the Legislative Citizens Committee on Minnesota Resources, Legacy Amendment related issues, and other prospective legislative issues as assigned by the Superintendent or the President of the Park Board. Monthly itemized bills will be required.**

The Consultant shall submit invoices based on the compensation and fee schedule selected and details outlined in Exhibit B for services rendered and eligible reimbursable expenses as incurred. Invoices submitted by the Consultant that are not based on the compensation and fee schedule selected and details outlined in Exhibit B will be returned to the Consultant with the request that they resubmit the invoice. The timeframe for payment by the MPRB to the Consultant begins upon receipt of an approved invoice by the MPRB. The MPRB shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

#### **Expense Reimbursement**

Eligible reimbursable expenses must be included in Consultant's scope of services and agreed to by the MPRB.

Eligible reimbursable expenses shall be paid upon submission of invoice and copies of all relevant itemized invoices, receipts, or other evidence reasonably requested to the Contract Manager identified in Section XVI of this Contract. The MPRB shall only pay for

eligible reimbursable expenses. Eligible reimbursable expenses include, but are not limited to travel, mileage, printing costs and reproduction costs.

Consultant's eligible reimbursable expenses, if any, are included in the scope of services provided and/or attached to this Contract.

Consultant's eligible reimbursable expenses, if any, are over and above the stated cost in the Consultant's scope of services; said eligible reimbursable expenses are estimated not to exceed \$Expenses.

**Note: The sum total for Compensation and eligible reimbursable expenses under this Standard Contract Form shall not exceed One Hundred Seventy-Five Thousand (\$175,000) dollars.**

#### **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from January 1, 2025 through December 31, 2025 unless otherwise extended by the MPRB or terminated earlier under Section XV, Cancellation, Default and Remedies. The duration of this Contract including any amendments shall not exceed five years.

#### **V. SUBSTITUTIONS AND ASSIGNMENTS**

Services by the Consultant will be performed by the following person(s):

Brian Rice

Upon approval by the MPRB, the Consultant may substitute other persons to perform the services. If substitution is permitted by the MPRB, the Consultant shall furnish information to the person signing this Contract to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the MPRB and the Consultant.

#### **VI. SUBCONTRACTING PROHIBITED**

The Consultant shall not engage in any subcontracting or sub-consulting of any of the services to be provided under the terms of this Contract without the written authorization of the Contract Manager identified in Section XVI hereof. Should subcontracting or sub-consulting be permitted by the Contract Manager, the Consultant shall only hire, retain or engage an "Approved Small Business Enterprise" as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances.

#### **VII. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the Contract Manager identified in Section XVI.

### **VIII. INDEPENDENT CONSULTANT**

The Consultant and its employees shall not be employees of the City of Minneapolis or the MPRB. It is agreed that the Consultant and its employees will act as an “independent contractor” and acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City of Minneapolis or the MPRB, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City of Minneapolis or the MPRB.

### **IX. CONSULTANT’S INSURANCE**

The Consultant shall maintain the types of insurance and the limits of coverage identified in Exhibit A which is attached and made part of this Contract.

### **X. DATA PRACTICES**

Consultant, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If Consultant creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the MPRB pursuant to this Contract, then Consultant must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Consultant agrees to defend, indemnify and hold harmless the MPRB, its officials, officers, agents, employees, and volunteers from any claims resulting from Consultant’s officers’, agents’, owners’, partners’, employees’, volunteers’, assignees’ or subcontractors’ unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Consultant agrees to promptly notify the MPRB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Contract.

### **XI. COMPLIANCE WITH THE LAW**

The Consultant agrees to abide by all federal, state and local laws and regulations prohibiting discrimination. In the event the Consultant has questions concerning these requirements, it shall request necessary clarifications from the MPRB. Violation of any of the above laws can lead to termination of this Contract.

## **XII. AUDITS**

As provided in Minnesota Statutes, Section 16C.05, subdivision 5, the Consultant agrees that the MPRB, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the MPRB to the Consultant.

## **XIII. SUCCESSORS AND ASSIGNS**

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties' successors and assigns.

## **XIV. LIABILITY AND INDEMNITY**

- a. The MPRB agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the MPRB or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the MPRB against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors, sub-consultants, and volunteers.

## **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, in which case the MPRB has the right to terminate this Contract, if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the MPRB.

Notwithstanding Section XIV or this Section XV, the Consultant shall not be relieved of liability to the MPRB for damages sustained by the MPRB as a result of any breach of this Contract by the Consultant. The MPRB may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the MPRB is determined. The rights or remedies provided here shall not limit the MPRB, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall

be construed as a waiver of any right, remedy, liability limit or immunity of the MPRB or the Consultant under law.

## **XVI. NOTICES**

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service) to the other party as follows:

To the Consultant:

**Rice, Walther, & Mosley LLP**  
**330 2<sup>nd</sup> Ave South**  
**Suite 360**  
**Minneapolis, MN 55401**  
Phone: 612-676-2303  
Email: brice@ricewalther.com

To the MPRB:

Minneapolis Park & Recreation Board  
2117 West River Road  
Minneapolis, MN 55411

Attn: Superintendent, Contract Manager  
Phone: 612-230-6404  
Email:

## **XVII. INTELLECTUAL PROPERTY**

All “Work” as defined below, produced by the Consultant under this Contract is classified as “work for hire” and upon payment by the MPRB to the Consultant will be the exclusive property of the MPRB and will be surrendered to the MPRB immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the MPRB and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any

modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **XVIII. CONFLICT OF INTEREST/CODE OF ETHICS**

Pursuant to Section PB 1-6 of the MPRB's Code of Ordinances, both the MPRB and the Consultant are required to comply with the Minneapolis (City) Code of Ethics. Chapter 15 of the City's Code of Ordinances requires MPRB officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the Consultant represents any other party or other client whose interests are adverse to the interests of the City. The Consultant may request that the MPRB assist the Consultant to determine whether or not a "conflict of interest" exists.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **XIX. MISCELLANEOUS PROVISIONS**

1. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
2. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
3. **Applicable Law** – The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
5. **Conflict and Priority** – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.

6. **Amendments** – Any amendments to this Contract shall be in writing signed by both the MPRB and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$175,000 as provided in Section III, increases or reductions in the Scope of Services or Work, or extensions of the duration, subject to the limitation in Section IV hereof.
7. **Counterparts** – This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.
8. **Standard of Care** – The standard of care for all Consultant services performed to execute the work as provided in the attached Scope of Services, shall be the case and skill ordinarily used by members of the Consultant’s profession practicing under similar conditions at the same time and locality of the project. If the parties agree upon specific performance standards for any aspect of the work performed, which standards are set forth in the Contract, the Consultant services shall be performed to achieve such standards.

The parties being in agreement, have caused this Contract to be signed as follows:

**FOR THE CONSULTANT:**

By \_\_\_\_\_

Its Its

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

**FOR THE MPRB:**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Its Contract Manager responsible for administering and monitoring this Contract

By \_\_\_\_\_ Date: \_\_\_\_\_  
Its Division Head

By \_\_\_\_\_ Date: \_\_\_\_\_  
Its Superintendent

*By signing this Contract, I represent that I have the authority to enter into and bind the MPRB to this Contract.*

Contract Code:

**Fund** Fund **Department** Department **Account** Account **Task** Task **Project Number** Project Number  
**Activity** Activity

**Exhibit A**

**Standard Agreement Insurance Form**

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) or sub-consultant(s) or assume full liability for their acts and omissions. The MPRB shall be named an "additional insured" on Consultant's policies and shall be indicated on the ACORD declaration form. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom**. Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

a) 1. **Worker's Compensation Insurance** that meets the statutory obligations with Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured subcontractors.

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

Non-employees such as subcontractors will not provide any services under this Contract.

b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$2,000,000 per claim and \$2,000,000 aggregate.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate for all claims arising from the same occurrence.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

Consultant will not drive any automobiles while performing services under this Contract.

d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

The Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant's or its sub-consultant's negligent acts, errors or omissions.

e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches at coverage limits at least equal to \$1,000,000 per claim. The insurance policy must provide the protection stated for three (3) years after completion of work. **(Only applies if Consultant is handling, receiving or producing City data and information.)**

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's negligent acts, errors or omissions.

Insurance coverage is not required because Consultant does not handle, receive or produce MPRB data and information.

**Consultant Name (printed)** \_\_\_\_\_

**Consultant Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

EXHIBIT B

**Compensation and Fee Schedule**

The Consultant shall be compensated as follows (check which applies):

- Flat Fee
- Per hour
- Per unit
- Revenue-based
- Other

Include the specific rates that will apply to the services provided and include any other payment terms or details regarding payment(s) to be made under this Agreement.

**At the rate of \$175.00/hour**

**Total compensation shall not exceed \$100,000**

**for work through the completion of the Regular Session or any Special Session of the Legislature and on any matters related to bonding requests for future legislative sessions. Contractor will also be responsible for providing additional work on legislative matters relating to the Lessard Sams Outdoor Heritage Council, the Legislative Citizens Committee on Minnesota Resources, Legacy Amendment related issues, and other prospective legislative issues as assigned by the Superintendent or the President of the Park Board. Monthly itemized bills will be required**

EXHIBIT C Use this space for any attachments to the Contract. If not needed, please delete this text/page.

Click or tap here to enter text.

EXHIBIT D Add Special Conditions for Federal and State Grant Funded Contracts if grant funds used in whole or in part to pay for Services.

## Minneapolis Park & Recreation Board

### Standard Contract for Professional Services

(Up to \$175,000)

**MPRB Contract Number** (Assigned by the City Contract Management Office):  
**MPRB Department responsible for the Contract: Superintendent's Office**

#### I. CONTRACT

THIS CONTRACT is made between the Minneapolis Park and Recreation Board, referred to as the "MPRB" and **Tom Workman**, referred to as the "Consultant," for Services services to be provided under the terms of this agreement (the "Contract").

#### II. SCOPE OF SERVICES

The Consultant agrees to perform the following services for the MPRB:

- A. Attend hearings and meetings with state legislators and administrators. A brief recap of meetings will be recorded for summary reports to the Park Board. During the state legislative session, contractor will check-in weekly via phone/email summarizing his work. Contractor will attend weekly Metro Regional Parks meetings, and MPRB Legislative Committee meetings.**
- B. Attend staff or other meetings as needed or as requested by the Superintendent or his/her designee. A brief recap of meetings will be recorded for summary reports to the Park Board.**
- C. Provide legislators and legislative staff, and Commissioners and administrative staff with requested information.**
- D. Coordinate with the Superintendent or his/her designee the participation and testimony in legislative hearings or essential meetings by Park Board officials, administrators or staff. A brief recap of meetings will be recorded for summary reports to the Park Board.**
- E. Furnish legislative analysis and briefings regarding assigned issues and legislation to Board of Commissioners and other individuals as directed by the Superintendent.**
- F. Monitor and track all relevant legislation and provide updates to the Superintendent or his/her designee on an ongoing basis during the legislative session.**
- G. Prepare and submit weekly legislative updates to the Superintendent while the Minnesota Legislature is in session.**
- H. Prepare and submit monthly legislative updates to the Superintendent when the legislature is not in session, including a brief recap of meetings held or attended.**

**I. Provide a summary and Board presentation on assigned issues and legislation at the completion of the legislative session. Superintendent and staff while the Minnesota Legislature is in session.**

**III. COMPENSATION**

The Consultant shall be compensated according to the compensation and fee schedule attached as Exhibit B.

The total compensation under this Contract for services (including eligible reimbursable expenses) shall not exceed \$30,000.00.

The Consultant shall submit invoices based on the compensation and fee schedule selected and details outlined in Exhibit B for services rendered and eligible reimbursable expenses as incurred. Invoices submitted by the Consultant that are not based on the compensation and fee schedule selected and details outlined in Exhibit B will be returned to the Consultant with the request that they resubmit the invoice. The timeframe for payment by the MPRB to the Consultant begins upon receipt of an approved invoice by the MPRB. The MPRB shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

**Expense Reimbursement**

Eligible reimbursable expenses must be included in Consultant's scope of services and agreed to by the MPRB.

Eligible reimbursable expenses shall be paid upon submission of invoice and copies of all relevant itemized invoices, receipts, or other evidence reasonably requested to the Contract Manager identified in Section XVI of this Contract. The MPRB shall only pay for eligible reimbursable expenses. Eligible reimbursable expenses include, but are not limited to travel, mileage, printing costs and reproduction costs.

Consultant's eligible reimbursable expenses, if any, are included in the scope of services provided and/or attached to this Contract.

Consultant's eligible reimbursable expenses, if any, are over and above the stated cost in the Consultant's scope of services; said eligible reimbursable expenses are estimated not to exceed \$Expenses.

**Note: The sum total for Compensation and eligible reimbursable expenses under this Standard Contract Form shall not exceed One Hundred Seventy-Five Thousand (\$175,000) dollars.**

#### **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from January 1, 2025 through December 31, 2025 unless otherwise extended by the MPRB or terminated earlier under Section XV, Cancellation, Default and Remedies. The duration of this Contract including any amendments shall not exceed five years.

#### **V. SUBSTITUTIONS AND ASSIGNMENTS**

Services by the Consultant will be performed by the following person(s):

Tom Workman

Upon approval by the MPRB, the Consultant may substitute other persons to perform the services. If substitution is permitted by the MPRB, the Consultant shall furnish information to the person signing this Contract to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the MPRB and the Consultant.

#### **VI. SUBCONTRACTING PROHIBITED**

The Consultant shall not engage in any subcontracting or sub-consulting of any of the services to be provided under the terms of this Contract without the written authorization of the Contract Manager identified in Section XVI hereof. Should subcontracting or sub-consulting be permitted by the Contract Manager, the Consultant shall only hire, retain or engage an "Approved Small Business Enterprise" as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances.

#### **VII. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the Contract Manager identified in Section XVI.

#### **VIII. INDEPENDENT CONSULTANT**

The Consultant and its employees shall not be employees of the City of Minneapolis or the MPRB. It is agreed that the Consultant and its employees will act as an "independent contractor" and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City of Minneapolis or the MPRB, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City of Minneapolis or the MPRB.

## **IX. CONSULTANT'S INSURANCE**

The Consultant shall maintain the types of insurance and the limits of coverage identified in Exhibit A which is attached and made part of this Contract.

## **X. DATA PRACTICES**

Consultant, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If Consultant creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the MPRB pursuant to this Contract, then Consultant must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Consultant agrees to defend, indemnify and hold harmless the MPRB, its officials, officers, agents, employees, and volunteers from any claims resulting from Consultant's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Consultant agrees to promptly notify the MPRB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Contract.

## **XI. COMPLIANCE WITH THE LAW**

The Consultant agrees to abide by all federal, state and local laws and regulations prohibiting discrimination. In the event the Consultant has questions concerning these requirements, it shall request necessary clarifications from the MPRB. Violation of any of the above laws can lead to termination of this Contract.

## **XII. AUDITS**

As provided in Minnesota Statutes, Section 16C.05, subdivision 5, the Consultant agrees that the MPRB, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the MPRB to the Consultant.

## **XIII. SUCCESSORS AND ASSIGNS**

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties' successors and assigns.

#### **XIV. LIABILITY AND INDEMNITY**

- a. The MPRB agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the MPRB or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the MPRB against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors, sub-consultants, and volunteers.

#### **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, in which case the MPRB has the right to terminate this Contract, if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the MPRB.

Notwithstanding Section XIV or this Section XV, the Consultant shall not be relieved of liability to the MPRB for damages sustained by the MPRB as a result of any breach of this Contract by the Consultant. The MPRB may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the MPRB is determined. The rights or remedies provided here shall not limit the MPRB, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the MPRB or the Consultant under law.

#### **XVI. NOTICES**

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service) to the other party as follows:

To the Consultant:

**Tom Workman  
7888 Autumn Ridge Ave  
Chanhassen, MN 55317**

Phone: 952-303-9460  
Email: tworktom@gmail.com

To the MPRB:

Minneapolis Park & Recreation Board  
2117 West River Road  
Minneapolis, MN 55411

Attn: Superintendent, Contract Manager  
Phone: 612-230-6404  
Email:

## **XVII. INTELLECTUAL PROPERTY**

All “Work” as defined below, produced by the Consultant under this Contract is classified as “work for hire” and upon payment by the MPRB to the Consultant will be the exclusive property of the MPRB and will be surrendered to the MPRB immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the MPRB and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **XVIII. CONFLICT OF INTEREST/CODE OF ETHICS**

Pursuant to Section PB 1-6 of the MPRB’s Code of Ordinances, both the MPRB and the Consultant are required to comply with the Minneapolis (City) Code of Ethics. Chapter 15 of the City’s Code of Ordinances requires MPRB officials and the Consultant to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if the Consultant represents any other party or other client whose interests are adverse to

the interests of the City. The Consultant may request that the MPRB assist the Consultant to determine whether or not a “conflict of interest” exists.

As it applies to the Consultant, the City’s Code of Ethics will also apply to the Consultant in its role as an “interested person” (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City’s Code of Ethics prevents “interested persons” from giving certain gifts to employees and elected officials.

## **XIX. MISCELLANEOUS PROVISIONS**

1. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
2. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
3. **Applicable Law** – The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
5. **Conflict and Priority** – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
6. **Amendments** – Any amendments to this Contract shall be in writing signed by both the MPRB and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$175,000 as provided in Section III, increases or reductions in the Scope of Services or Work, or extensions of the duration, subject to the limitation in Section IV hereof.
7. **Counterparts** – This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.
8. **Standard of Care** – The standard of care for all Consultant services performed to execute the work as provided in the attached Scope of Services, shall be the case and skill ordinarily used by members of the Consultant’s profession practicing under similar conditions at the same time and locality of the project. If the parties agree upon specific performance standards for any aspect of the work performed,

which standards are set forth in the Contract, the Consultant services shall be performed to achieve such standards.

The parties being in agreement, have caused this Contract to be signed as follows:

**FOR THE CONSULTANT:**

By \_\_\_\_\_

Its Its

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

**FOR THE MPRB:**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Its Contract Manager responsible for administering and monitoring this Contract

By \_\_\_\_\_ Date: \_\_\_\_\_  
Its Division Head

By \_\_\_\_\_ Date: \_\_\_\_\_  
Its Superintendent

*By signing this Contract, I represent that I have the authority to enter into and bind the MPRB to this Contract.*

Contract Code:

**Fund** Fund **Department** Department **Account** Account **Task** Task **Project Number** Project Number  
**Activity** Activity

**Exhibit A**

**Standard Agreement Insurance Form**

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) or sub-consultant(s) or assume full liability for their acts and omissions. The MPRB shall be named an "additional insured" on Consultant's policies and shall be indicated on the ACORD declaration form. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom**. Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

a) 1. **Worker's Compensation Insurance** that meets the statutory obligations with Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured subcontractors.

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

Non-employees such as subcontractors will not provide any services under this Contract.

b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$2,000,000 per claim and \$2,000,000 aggregate.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate for all claims arising from the same occurrence.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

Consultant will not drive any automobiles while performing services under this Contract.

d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

The Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant's or its sub-consultant's negligent acts, errors or omissions.

e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches at coverage limits at least equal to \$1,000,000 per claim. The insurance policy must provide the protection stated for three (3) years after completion of work. **(Only applies if Consultant is handling, receiving or producing City data and information.)**

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's negligent acts, errors or omissions.

Insurance coverage is not required because Consultant does not handle, receive or produce MPRB data and information.

**Consultant Name (printed)** \_\_\_\_\_

**Consultant Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

EXHIBIT B

**Compensation and Fee Schedule**

The Consultant shall be compensated as follows (check which applies):

- Flat Fee
- Per hour
- Per unit
- Revenue-based
- Other

Include the specific rates that will apply to the services provided and include any other payment terms or details regarding payment(s) to be made under this Agreement.

\$2,500.00 per month

EXHIBIT C Use this space for any attachments to the Contract. If not needed, please delete this text/page.

Click or tap here to enter text.

EXHIBIT D Add Special Conditions for Federal and State Grant Funded Contracts if grant funds used in whole or in part to pay for Services.



## **Resolution 2024-264**

### **RESOLUTION ADOPTING THE 2025 MPRB DRAFT FEDERAL LEGISLATIVE AGENDA**

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

Whereas, Whereas, The MPRB is committed to providing park and recreation facilities and services in accordance with its mission;

Whereas, The MPRB has deemed it is in the best interest of the organization to work closely with the U.S. Congress to develop an understanding of the mission of the MPRB and to secure funding and pursue policies that support that mission; and

Whereas, This resolution is supported in Parks for All, the MPRB Comprehensive Plan 2021-2036, which envisions in "Goal 4: Work from our strengths and determine our role in partnerships;" and "Goal 9: Operate a financially sustainable enterprise;"

RESOLVED, That the Board of Commissioners approve the Minneapolis Park & Recreation Board 2025 draft Federal Legislative Agenda; 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: Legislative & Intergovernmental Committee

FROM: Al Bangoura, Superintendent

DATE: December 4, 2024

SUBJECT: RESOLUTION ADOPTING THE 2025 MPRB DRAFT FEDERAL LEGISLATIVE AGENDA

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## **BACKGROUND**

The Board President, Chair of the Legislative and Intergovernmental Committee, Superintendent, staff, and lobbyists worked to craft a draft 2025 Federal Legislative Agenda. The committee will consider the draft agenda. Items approved at the committee will advance to the full board for further consideration on February 5, 2025. (Attachment A)

## **RECOMMENDATION**

Staff recommends approval of the Draft 2025 Federal Legislative Agenda.

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

### **Goal:**

- 09. Operate a financially sustainable enterprise.
- 04. Work from our strengths and determine our role in partnerships.

### **Strategy:**

Work with all levels of government to secure consistent, dedicated funding for park development, maintenance, and operation.

### **Attachments:**

1. Attachment A - 2025 Draft MPRB Federal Legislative agenda (clean)
2. Attachment B - 2025 Draft MPRB Federal Legislative agenda (with marked edits)

**2025 DRAFT MPRB FEDERAL LEGISLATIVE AGENDA**

**FEDERAL FUNDING**

**MPRB Suggested Projects for Federal Funding:** Beginning in 2021, House Appropriations Chair Rosa DeLauro announced that she was accepting House Member requests for community project funding in appropriations bills for the upcoming fiscal year, as the pandemic exposed inequalities and need. Each Member could submit a maximum of 10 projects for consideration. Rep. Ilhan Omar submitted the North Commons Regional Vision project and \$2 million was awarded to MPRB.

The Senate followed suit with a similar practice: Congressionally Directed Spending. MPRB applied through both Sens. Tina Smith and Amy Klobuchar for \$2 million for North Commons funding in 2022, 2023, and 2024. Our project was put forward as a formal request by Sen. Klobuchar for FY25 to the Senate Appropriations Committee. The passing of the federal budget dictates the timing of federal approval and varies greatly with each cycle. Once approved, it can take 18 months or longer to move through the grant contract phase and become available to grantees.

The American Rescue Plan (ARPA) provided \$10 billion in funding for governments to carry out critical capital projects that directly enable work, education, and health monitoring. Congress has allocated funding from the Capital Projects Fund (CPF) to states for grants. In August of 2022, MPRB submitted the following project to the state for consideration:

- Cedar-Riverside Recreation Center

In November 2023, Minnesota was allocated \$47.5 million of CPF funding. The Department of Education will be administering the grants.

**National Scenic Byways Program Grant Application: Connecting the Grand Round on St. Anthony Boulevard:** MPRB applied to the Department of Transportation seeking funding for the *Connecting the Grand Round on St. Anthony Boulevard* project, an effort to close a critical gap in the Grand Rounds Scenic Byway by developing a multimodal corridor along St. Anthony Boulevard in Minneapolis. This project will significantly enhance the scenic and recreational value of the Grand Rounds. The *Connecting the Grand Round on St. Anthony Boulevard* project involves traffic calming measures, the addition of an off-road multiuse path, and the creation of a park along the roadway. These enhancements will make the byway safer and more accessible for pedestrians, bicyclists, and other non-motorized users, enriching the scenic byway experience and promoting active transportation.

MPRB also works with partners to seek opportunities to increase federal funding for civic infrastructure, which boost local economies, increase resiliency and trust, support health and well-being, create a more equitable society and strengthen democracy for all.

The following were MPRB suggested projects for potential Federal funding, and continue to be potential areas of funding:

<b>2025 DRAFT MPRB FEDERAL LEGISLATIVE AGENDA (continued)</b>
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**Green Parkway Infrastructure:** Seek funding to improve certain parkway segments to achieve stormwater quality benefits in accordance with the MPRB's National Pollutant Discharge Elimination System permit. This may include targeted reduction of impervious surfaces, reconstruction of storm sewers to install engineered stormwater treatment BMPs, and installation of green infrastructure BMPs.

**Transforming Regional Parking Lots for Water Quality:** Seek funding to be used throughout the Minneapolis Park and Recreation Board's regional park system to transform near-water parking lots with green infrastructure techniques. Techniques could include permeable paving, extensive filtration or infiltration basins, non-asphaltic pavement, and inclusion of significant tree canopy within parking lots.

**Green Infrastructure and Habitat Improvement in Minneapolis Creeks:** Seek funding to be used in Minnehaha, Basset's, and Shingle Creeks to simultaneously improve water quality, flood storage, and habitat. This would occur through shoreline and in-stream enhancements including re-meanders, riffles (for oxygenation), floodplain expansion, pre-treatment of stormwater, and improvement of shoreline vegetation.

Also included are modifications to existing stormwater piping, outfalls, and flumes, in partnership with the City of Minneapolis.

Other issues as added by the Board or introduced in the Congressional Session.

**2025 DRAFT MPRB FEDERAL LEGISLATIVE AGENDA**

**FEDERAL FUNDING**

**MPRB Suggested Projects for Federal Funding:** Beginning in 2021, House Appropriations Chair Rosa DeLauro announced that she was accepting House Member requests for community project funding in appropriations bills for the upcoming fiscal year, as the pandemic exposed inequalities and need. Each Member could submit a maximum of 10 projects for consideration. Rep. Ilhan Omar submitted the North Commons Regional Vision project and \$2 million was awarded to MPRB.

The Senate followed suit with a similar practice: Congressionally Directed Spending. MPRB applied through both Sens. Tina Smith and Amy Klobuchar for \$2 million for North Commons funding in 2022, ~~and 2023, but the project was not awarded funding this cycle and 2024.~~ Our project was put forward as a formal request by Sen. Klobuchar for FY25 to the Senate Appropriations Committee. The passing of the federal budget dictates the timing of federal approval, and varies greatly with each cycle. Once approved, it can take 18 months or longer to move through the grant contract phase and become available to grantees.

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MPRB also works with partners to seek opportunities to increase federal funding for civic infrastructure, which boost local economies, increase resiliency and trust, support health and well-being, create a more equitable society and strengthen democracy for all.

<b>2025 DRAFT MPRB FEDERAL LEGISLATIVE AGENDA (continued)</b>
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~~As part of the 2021 American Rescue Plan, Congress allocated Coronavirus State and Local Recovery funds. One of the eligible uses was investment in water infrastructure. The following were MPRB suggested projects for potential Federal funding, and continue to be potential areas of funding:~~

**Green Parkway Infrastructure:** Seek funding to improve certain parkway segments to achieve stormwater quality benefits in accordance with the MPRB's National Pollutant Discharge Elimination System permit. This may include targeted reduction of impervious surfaces, reconstruction of storm sewers to install engineered stormwater treatment BMPs, and installation of green infrastructure BMPs.

**Transforming Regional Parking Lots for Water Quality:** Seek funding to be used throughout the Minneapolis Park and Recreation Board's regional park system to transform near-water parking lots with green infrastructure techniques. Techniques could include permeable paving, extensive filtration or infiltration basins, non-asphaltic pavement, and inclusion of significant tree canopy within parking lots.

**Green Infrastructure and Habitat Improvement in Minneapolis Creeks:** Seek funding to be used in Minnehaha, Basset's, and Shingle Creeks to simultaneously improve water quality, flood storage, and habitat. This would occur through shoreline and in-stream enhancements including re-meanders, riffles (for oxygenation), floodplain expansion, pre-treatment of stormwater, and improvement of shoreline vegetation.

Also included are modifications to existing stormwater piping, outfalls, and flumes, in partnership with the City of Minneapolis.

### **Completed**

#### **~~Inflation Reduction Act~~**

~~New federal funding was made available through the 2022 Inflation Reduction Act (IRA). MPRB partnered with the City of Minneapolis to create the Minneapolis Equitable Tree Canopy Management Program and applied to the USDA Forest Service Urban and Community Forestry through the IRA called *Reforestation Minneapolis Prioritizing Disadvantaged Communities*. The City was awarded \$8 million for private property tree removal, stump grinding, and planting replacement trees. The funding will go to eligible property owners with qualifying incomes or in environmental justice neighborhoods such as Green Zones.~~

Other issues as added by the Board or introduced in the Congressional Session.



## **Resolution 2024-265**

### **RESOLUTION APPROVING THE DRAFT 2025 MPRB STATE LEGISLATIVE AGENDA**

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

Whereas, The MPRB is committed to providing park and recreation facilities and services in accordance with its mission;

Whereas, The MPRB has deemed it is in the best interest of the organization to work closely with the State of Minnesota legislature, Senators, and Legislative Representatives to develop an understanding of the mission of the MPRB and to secure funding and pursue policies that support that mission; and

Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036, which envisions in "Goal 4: Work from our strengths and determine our role in Partnerships, and "Goal 9: Operate a financially stable enterprise;"

RESOLVED, That the Board of Commissioners approves the 2025 Draft State Legislative Agenda of the Minneapolis Park and 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: Legislative & Intergovernmental Committee

FROM: Al Bangoura, Superintendent

DATE: December 4, 2024

SUBJECT: RESOLUTION APPROVING THE DRAFT 2025 MPRB STATE LEGISLATIVE AGENDA

---

### **BACKGROUND**

The Board President, Chair of the Legislative and Intergovernmental Committee, Superintendent, staff, and lobbyists worked to craft a draft 2025 State Legislative Agenda. The committee will consider the draft agenda. Items approved at the committee will advance to the full board for further consideration on February 5, 2025.

### **RECOMMENDATION**

Staff recommends that the Board of Commissioners approves the 2025 State Legislative Agenda of the Minneapolis Park and Recreation Board.

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

**Goal 4:** Work from our strengths and determine our role in partnerships.

**Goal 9:** Operate a financially sustainable enterprise.

### **Attachments:**

1. Attachment A - 2025 Draft MPRB State Legislative Agenda (Clean)
2. Attachment B - 2025 Draft MPRB State Legislative Agenda (with marked suggested edits)

*Jbr 12.4.2024*



## 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA

### STATE FUNDING

**INCREASE 2025 LOCAL GOVERNMENT AID:** Outside of property taxes, this is the single largest source of revenue for the park system. The Park Board receives 11.79% of what the city of Minneapolis is allocated. LGA has stabilized since 2011, but it has not reached the 2010 certified high of \$10.6 million. Minneapolis currently receives 12.66% of the total amount of LGA. This totals \$81.6 million a year of which the MPRB receives \$9.6 million. A \$100 million increase in funding to the statewide LGA using the current formula would result in an additional \$12,166,000 to the city with the MPRB receiving \$1,493,321.

**PROTECT DEDICATED LEGACY FUNDING:** The MPRB received \$6 million in FY24 and is expected to receive \$5.37 million in FY25 Legacy appropriations. Currently, Park Legacy funds are divided 40/40/20 between Metro Parks/DNR/Greater Minnesota Parks. The Park Board advocates for an equitable and fair share for the Metropolitan Parks or Minneapolis share of Park Legacy funds, and vehemently opposes any efforts to reduce or alter the distribution formulas to the detriment of the metro regional park system. Metro regional parks and trails host a significant number of non-resident visitors.

**INCREASE OPERATIONS AND MAINTENANCE FUNDING AND LOTTERY PROCEEDS:** Metro Regional Park operation and maintenance expenditures are now over \$133 million per year. State funding for operations and maintenance of the Metro Regional Park system is typically \$2.54 million per year from the state's general fund and another \$8.95 million in lottery proceeds for a total of \$11.49 million. Of that amount, MPRB receives 25% from the combined accounts. Protecting these traditional sources and increasing them will be a top priority. The State by law promised to pay 40% of the total costs. Fully funding Metro Parks would necessitate a \$40 million increase in state funding. This would translate into a \$10 million annual increase in funding for the MPRB.

**LCCMR FUNDING:** Funded in the 2023 passed LCCMR bill: Above the Falls Regional Park Acquisition and Restoration (\$1.376 million), BioBlitzes Engaging Community in Scientific Efforts (\$198k), and Connecting the Mississippi Flyway to Urban Open Space (\$190k). For 2024, MPRB has the following project request: Shingle Creek Aquatic and Shoreline Habitat Enhancements (\$1.1 million).

## 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA (continued)

**INVASIVE SPECIES/EMERALD ASH BORER/DUTCH ELM DISEASE/URBAN FORESTRY:** The Park Board will work cooperatively with state agencies and other interested groups to promote state funding for community forestry.

- EAB/Dutch Elm/Oak Wilt and future invasive pests – Continue to fight for grants to local units of government for the removal and replacement of shade trees lost to disease or pests and continue to fight for grant dollars that may be set aside as a “hardship fund” for low-income homeowners for required private tree removals.
- Invasive Species – Support state funding to match local funding efforts to protect land and waters from Invasive Species: Aquatic Invasive Species (AIS) like invasive carp, Starry Stonewort, Spiny Water Flea, Hydrilla, and invasive species vegetation like Japanese Knotweed, oriental bittersweet, and other noxious weeds.

**PARKWAY FUNDING:** Seek state dollars from the Transportation Advancement Account for assistance with our Parkway reconstruction and major maintenance program. MPRB has established and designated an interconnected system of parkways and park roads in, around and adjacent to the city of Minneapolis. The 55-mile Parkway System is an essential and defining characteristic of the city and statewide attraction. Well over half of the Parkways are over 50 years of age and are beginning to require dedicated reconstruction funding. The parkways have not historically been eligible for funding sources from transportation-related taxes typically used for city streets or town roads.

**SKATE PARK FUNDING:** Support fully funding the MN Skate Park Grants Program and seek other opportunities to fund and construct regional size skate parks in Minneapolis as outlined in MPRB’s Skatepark Activity Plan.

**EXPAND YOUTH EMPLOYMENT & TRAINING OPPORTUNITIES:** MPRB was awarded \$750k in FY24 and FY25 through a direct appropriation in the DEED grant program to support Teen Teamworks. State funding to support the MPRB’s Youth Employment programs, such as Teen Teamworks, are critical to their success. The MPRB’s Youth Employment Programs are being reimagined and transformed to provide meaningful, progressive work opportunities for teens and young adults focused on the outdoors, immersed in parks and nature, with exposure to -and a path to – green careers. These work and learning experiences will result in youth being eligible and desirable candidates for seasonal and permanent employment with the MPRB and other agencies. The community need and demand that the MPRB provide more youth employment and training opportunities continues to grow, but state funding has not kept pace. The MPRB is strategically positioned to offer high quality youth employment and training programs. Expanded and enhanced programs may include Teen Teamworks, Mississippi River Green Team, Garden Crews, Power Crews, Youth Design Team, and a new Minneapolis Park Corps for ages 18 to 24.

## 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA (continued)

**BLUE LINE EXTENSION ANTI-DISPLACEMENT WORK:** The Park Board will work cooperatively with Hennepin County and other agency and non-profit partners to increase state and federal financial support to local governments and aligned non-profit organizations to advance all aspects of anti-displacement programs. We will also work to invest in cultural placekeeping and placemaking along the corridor.

**PROPERTY TAX RELIEF:** The MPRB supports the continued use and improvement of Minnesota Statute Chapter 290A PROPERTY TAX REFUND as a mechanism for providing relief to homeowners paying property taxes and the MPRB supports modification of the homestead credit refund to account for special assessments levied on homestead properties and payable with property taxes.

### POLICY ISSUES

**PENALTIES FOR ASSAULT:** Minnesota Law (MSS 609.2231) addresses Assault in the 4<sup>th</sup> Degree. This law provides enhanced penalties for assaults committed against certain public employees. Currently, most MPRB employees do not fall within the job classifications for enhanced protection. MPRB would like to expand subdivision 6 to include MPRB frontline workers (arborists, park-keepers, park patrol agents, lifeguards, etc.). This is a coordinated effort with the city.

**CLIMATE RESILIENCY:** Sustain the ecological function of our public parkland, MPRB supports state action which guides and incentivizes resiliency best practices. These practices may include encouraging tree planting, green infrastructure, native habitat restoration, stormwater treatment, measures to control chlorides in water bodies and other land and water initiatives. Incentives include tax credits or increased funding.

**URBAN NATURAL RESOURCES:** Natural resources in urban areas experience more stressors from people and the built environment. These areas also provide immeasurable benefit to people, animals, and ecological health and resiliency. Public stewards of urban natural resources must be funded to proactively improve water quality, protect habitat, manage invasive plants and animals, and support a flourishing tree canopy. This work must be proactive, routine, and ongoing.

## 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA (continued)

**PUBLIC SAFETY:** The MPRB supports and will supplement public safety reform efforts which could include, but are not limited to police arbitration reform, civilian oversight of peace officers, alternative community/mental health first responders, and funding of holistic community violence prevention. The MPRB will prioritize working in a supportive role with partners who share these goals, and who represent communities of color and communities most affected by crime and violence. The MPRB will also advocate for increased state funding for youth violence prevention and will seek to support legislation which aims to decrease youth violence, whether the legislation results in more funding or not.

**OPPOSE PREEMPTION:** The MPRB opposes all preemption which infringes on its right to govern and will work to repeal and prevent all laws and bills which preempt MPRB authority.

**BICYCLE AND PEDESTRIAN TRANSPORTATION:** Support transportation/energy bill that encourages pedestrian and bicycle infrastructure and electric car charging stations.

**NRP POLICY BOARD:** Make the Neighborhood Revitalization Program (NRP) Policy Board more effective by allowing elected officials that serve on the board to designate an individual to attend, discuss actions and vote on NRP Policy Board matters.

## BONDING

**MET COUNCIL BONDING:** The ten regional park implementing agencies are requesting on behalf of the Metropolitan Council \$15 million for the Regional Parks System Bonding Program, and the Metropolitan Council typically matches \$2 for every \$3 in regional bonds. The specific project list will be determined by the MPRB 2025 adopted CIP.

**MPRB BONDING PROJECTS:** There are several MPRB construction, redevelopment or rehabilitation projects that are either not on the Met Council's bonding request or are outside the scope of the regional park system. The Park Board's requests total \$67.9 million for 2025 and are listed below in priority order:

1. North Commons Regional Vision (\$12 million) Awarded \$5.125 in 2020
2. Grand Rounds Missing Link Phase I (\$6.8 million) Awarded \$5.5 million in 2023
3. Climate Resiliency for Minnehaha Creek and Parkway (\$14.6 million)
4. New Cedar Riverside Recreation Center (\$11.5 million) Awarded \$5 million in 2024 and \$3.5 million in 2023
5. New Non-Vehicular Bridge Connection over Mississippi River connecting North and Northeast Minneapolis (\$18 million)
6. Upper St. Anthony Lock in cooperation with Owámniyomni Okhódayapi (\$5 million)



**2024 FINAL 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA**

**BONDING**

~~**MET COUNCIL BONDING:** The ten regional park implementing agencies are requesting on behalf of the Metropolitan Council \$15 million for the Regional Parks System Bonding Program, and the Metropolitan Council typically matches \$2 for every \$3 in regional bonds. The specific project list will be determined by the MPRB 2024 adopted CIP.~~

~~**MPRB BONDING PROJECTS:** There are several MPRB construction, redevelopment or rehabilitation projects that are either not on the Met Council's bonding request or are outside the scope of the regional park system. The Park Board's requests total \$65.3 million for 2023 and are listed below in priority order:~~

- ~~1. North Commons Regional Vision (\$12 million) Awarded \$5.125 in 2020~~
- ~~2.1. Grand Rounds Missing Link Phase I (\$6.8 million) Awarded \$5.5 million in 2023~~
- ~~3.1. Green Infrastructure and Habitat Restoration in Minneapolis Creeks (\$12 million)~~
- ~~4.1. Minneapolis Green Parkways as a Path to Climate Resilience (\$13 million)~~
- ~~5.1. New Cedar Riverside Recreation Center (\$16.5 million) Awarded \$3.5 million in 2023~~
- ~~6.1. New Non-Vehicular Bridge Connection over Mississippi River connecting North and Northeast Minneapolis~~
- ~~7.1. Water Works Phase 2 (\$5 million)~~

**STATE FUNDING**

~~**MAINTAIN 2023 INCREASE 2025 LOCAL GOVERNMENT AID:** The Park Board is slated to receive \$8.8 million in state aid in 2023 and \$9.6 million in 2025 and received the same amount in 2024. Outside of property taxes, this is the single largest source of revenue to the park system. The Park Board receives 11.79% of what the city of Minneapolis is allocated. LGA has stabilized since 2011, but it has not reached the 2010 certified high of \$10.6 million.~~

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**INCREASE 2025 LOCAL GOVERNMENT AID:** Outside of property taxes, this is the single largest source of revenue for the park system. The Park Board receives 11.79% of what the city of Minneapolis is allocated. LGA has stabilized since 2011, but it has not reached the 2010 certified high of \$10.6 million. Minneapolis currently receives 12.66% of the total amount of LGA. This totals \$81.6 million a year of which the MPRB receives \$9.6 million. A \$100 million increase in

funding to the statewide LGA using the current formula would result in an additional \$12,166,000 to the city with the MPRB receiving \$1,493,321.

**PROTECT DEDICATED LEGACY FUNDING:** The MPRB ~~is scheduled to receive~~ \$6 million in FY24 and is expected to receive \$5.37 million in FY25 Legacy appropriations. Currently, Park Legacy funds are divided 40/40/20 between Metro Parks/DNR/Greater Minnesota Parks. The Park Board advocates for an equitable and fair share for the Metropolitan Parks or Minneapolis share of Park Legacy funds, and vehemently opposes any efforts to reduce or alter the distribution formulas to the detriment of the metro regional park system. Metro regional parks and trails host a significant number of non-resident visitors.

**2024 FINAL 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA (continued)**

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~~**PROTECT INCREASE OPERATIONS AND MAINTENANCE FUNDING AND LOTTERY PROCEEDS:** State funding for operations and maintenance of the Metro Regional Park system is typically \$2.54 million per year from the state's general fund and another \$7.54 million in lottery proceeds. In FY24, the metro regional parks will receive a one-time increase of \$6 million from the state's general fund and a \$1.5 million on going increase in lottery proceeds. Of that amount, the MPRB will receive \$4.5 million in 2024 from the combined accounts. Protecting these traditional sources and increasing to the 40% allocation will be a top priority.~~

**INCREASE OPERATIONS AND MAINTENANCE FUNDING AND LOTTERY PROCEEDS:** Metro Regional Park operation and maintenance expenditures are now over \$133 million per year. State funding for operations and maintenance of the Metro Regional Park system is typically \$2.54 million per year from the state's general fund and another \$8.95 million in lottery proceeds for a total of \$11.49 million. Of that amount, MPRB receives 25% from the combined accounts. Protecting these traditional sources and increasing them will be a top priority. The State by law promised to pay 40% of the total costs. Fully funding Metro Parks would necessitate a \$40 million increase in state funding. This would translate into a \$10 million annual increase in funding for the MPRB.

**LCCMR FUNDING:** Funded in the 2023 passed LCCMR bill; Above the Falls Regional Park Acquisition and Restoration (\$1.376 million), BioBlitzes Engaging Community in Scientific Efforts (\$198k), and Connecting the Mississippi Flyway to Urban Open Space (\$190k). For 2024, MPRB has the following project request: Shingle Creek Aquatic and Shoreline Habitat Enhancements (\$1.1 million).

**INVASIVE SPECIES/EMERALD ASH BORER/DUTCH ELM DISEASE/URBAN FORESTRY:** The Park Board will work cooperatively with state agencies and other interested groups to promote state funding for community forestry.

- EAB/Dutch Elm/Oak Wilt and future invasive pests – Continue to fight for grants to local units of government for the removal and replacement of shade trees lost to disease or pests, ~~and begin to~~ continue to fight for grant dollars that may be set aside as a “hardship fund” for low-income homeowners for required private tree removals.
- Invasive Species – Support state funding to match local funding efforts to protect land and waters from Invasive Species: Aquatic Invasive Species (AIS) like invasive carp, Starry Stonewort, Spiny Water Flea, Hydrilla, and invasive species vegetation like Japanese Knotweed, oriental bittersweet, and other noxious weeds.

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**SKATE PARK FUNDING:** Support fully funding the MN Skate Park Grants Program and seek other opportunities to fund and construct regional size skate parks in Minneapolis as outlined in MPRB’s Skatepark Activity Plan. ~~\$4 million in skate park grants was included in the 2023 capital infrastructure bill.~~

**~~2024 FINAL 2025 DRAFT~~ MPRB STATE LEGISLATIVE AGENDA (continued)**

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~~**UPPER ST. ANTHONY FALLS LOCK AND DAM:** Funding for this initiative has yet to be defined. The Park Board supports efforts by the coalition partners including the City of Minneapolis, which with City Council approval would serve as the lead entity in seeking state funding.~~

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**EXPAND YOUTH EMPLOYMENT & TRAINING OPPORTUNITIES:** MPRB was awarded \$750k in FY24 and FY25 through a direct appropriation in the DEED grant program to support Teen Teamworks. State funding to support the MPRB’s Youth Employment programs, such as Teen Teamworks, are critical to their success. The MPRB’s Youth Employment Programs are being reimagined and transformed to provide meaningful, progressive work opportunities for teens and young adults focused on the outdoors, immersed in parks and nature, with exposure to -and a path to – green careers. These work and learning experiences will result in youth being eligible and desirable candidates for seasonal and permanent employment with the MPRB and other agencies. The community need and demand that the MPRB provide more youth employment and training opportunities continues to grow, but state funding has not kept pace. The MPRB is strategically positioned to offer high quality youth employment and training programs. Expanded and enhanced programs may include Teen Teamworks, Mississippi River Green Team, Garden Crews, Power Crews, Youth Design Team, and a new Minneapolis Park Corps for ages 18 to 24.

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The Park Board will work cooperatively with Hennepin County and other agency and non-profit partners to increase state and federal financial support to local governments and aligned non-profit organizations to advance all aspects of anti-displacement programs. We will also work to invest in cultural placekeeping and placemaking along the corridor.

PROPERTY TAX RELIEF: The MPRB supports the continued use and improvement of Minnesota Statute Chapter 290A, PROPERTY TAX REFUND as a mechanism for providing relief to homeowners paying property taxes and the MPRB supports the creation of a third type modification of the homestead credit refund for to account for special assessments for homeowners who qualify based on income levied on homestead properties and payable with property taxes.

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**Arts and Cultural Heritage Fund:**

~~SF2820/HF2936 \$2,000,000 in fiscal year 2024 is appropriated from the Arts and Cultural Heritage Fund to the commissioner of administration for a grant to the Minneapolis Park and Recreation Board to restore Berger Fountain at Loring Park and for improvements to the surrounding plaza.~~

**POLICY ISSUES**

~~PROPERTY TAX RELIEF: The MPRB supports the continued use and improvement of Minnesota Statute Chapter 290A, PROPERTY TAX REFUND as a mechanism for providing relief to homeowners paying property taxes and the MPRB supports the creation of a third type of homestead credit refund for special assessments for homeowners who qualify based on income.~~

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**~~2024 FINAL~~ 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA (continued)**

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**LIQUOR:** Support changes in legislation for liquor licenses on MPRB premises to expand revenue opportunities.

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~~**CROWN HYDRO:** Continue to oppose legislative efforts to grant Crown Hydro authority over Park Board properties or remove local government control or oversight over the project.~~

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~~**2024 FINAL 2025 DRAFT MPRB STATE LEGISLATIVE AGENDA (continued)**~~

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~~**WIRE THEFT:** MPRB supports legislation to address the epidemic of wire theft from public lighting systems along parkways and within parks.~~

**BONDING**

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