## THE GREENWAY 2012 SUPPLEMENT Grand Forks, North Dakota East Grand Forks, Minnesota



#### **GREENWAY VISION STATEMENT**

"The Red and Red Lake Rivers Greenway will protect residents of Grand Forks and East Grand Forks from flooding, provide opportunities for economic growth, improve and restore ecological stability of the river corridor, link residents and tourists to four seasons of recreation and transportation facilities, provide linkage between the cities, preserve and promote the history and culture of the region through education, and improve the quality of life for future generations."

-Written by workshop participants (residents of Grand Forks, ND and East Grand Forks, MN) and prepared by Greenways, Inc. and the US Army Corps of Engineers as part of the Greenway Plan of September 2001.

www.greenwayggf.com



# Contents

Acknowledgements	
Description	
Executive Summary	
Management and Organization Framework	
Operations	
Funding	
Programs	
Marketing and Promotions	
Annual Events Held in the Greenway	
Greenway Agencies Contact Information	
LaFave Park, East Grand Forks Concept Plans	
Park Maps	
Appendices	





# Acknowledgements

This document is a supplement to the original Greenway Plan of 2001. It is a summary of the construction and management of the Greenway over the past ten years. This document was written and edited by Maegin Rude and Kim Greendahl, City of Grand Forks Greenway Specialist.

The Greenway Technical Committee serves as a technical advisory board to the managing agencies of the Greenway. Each of the four managing agencies provides staff to develop and manage the Greenway. A special thank you to the past staff that have served on the committee and the current staff that continue



A beautiful view of the Greenway

to support this effort - Dave Aker, City of East Grand Forks, Park and Recreation Dept.; Melanie Parvey and Kim Greendahl, City of Grand Forks; Bill Palmiscno, Grand Forks Park District; and various staff from the Minnesota Department of Natural Resources.

The success of the Greenway depends on technical advice and guidance from many sources. Thanks to the Greenway partner agencies and individuals who have dedicated time and provided technical support to the continuing development of the Greenway. Greenway Technical Committee members thank the partner agencies for their assistance with the development of the Greenway: Dakota Science Center, Floan-Sanders, Inc., Grand Forks/East Grand Forks Metropolitan Planning Organization, National Audubon Society, ND Game & Fish Department, Northwest Regional Development Commission, Options, Red River Hookers, Red River Snowmobile Club, Resource Conservation & Development, UND Recreation & Leisure Services, and US Fish & Wildlife Service.



# Description

For the purpose of this plan, the "Greenway" refers to the physical space controlled by the City of Grand Forks, City of East Grand

Forks, Grand Forks Park District, and the Minnesota Department of Natural Resources. This is generally described as the wet side of the toe of the levee adjacent to the riverbank.



View of the Greenway





## **Executive Summary**

The United States Army Corps of Engineers developed the initial plan for the Greenway, in association with the North Carolina based firm Greenways Incorporated, after the flood of 1997. In 1998 the City of Grand Forks commissioned Greenways Incorporated to build on the original vision for the Greenway and create a comprehensive Greenway Plan. A series of public meetings were held in both communities to gather ideas for the Greenway. This information was combined with an inventory of resources to create a guide for construction and management of the Greenway.

The Greenway Plan defined a strategy to build an outdoor recreation facility for the Greater Grand Forks area. A portion of the Greenway Plan was approved by the Grand Forks City Council in September 2001. This document was used as a conceptual guide for building and managing the Greenway.

It has been ten years since the Greenway Plan was produced by Greenways Incorporated and adopted by City Council. The communities worked hard to stay true to the core vision of the original plan in organizing and building the Greenway. Several projects in the original plan were eliminated during construction of the Greenway. A lack of funding, community resistance, and land use plan were all reasons for removing projects from the final construction plans. Citizens continue to submit requests for additions and improvements for the Greenway as recreation and visitor needs change.

The Greenway provides a unique opportunity for year-round outdoor recreation in the heart of Greater Grand Forks. The Greenway also provides a source of economic development through development of special events that attract participants from around the region. Features like two golf courses, three disc golf courses, paved trails, trail heads, shore bank fishing sites, campground, and four boat ramps provide a high quality of life for the community.

This document is a supplement to the original Greenway Plan and provides a summary of Greenway development over the past decade. Areas covered in this document include an outline of funding sources, management and maintenance. THE



# Management and Organizational Framework

The development and construction of the flood protection system and Greenway required a cooperative effort by many departments and agencies. The Greenway Alliance was established in 1998 to work through the issues associated with the construction and governance of the Greenway. This group oversaw the creation of the Greenway Design Palette, Greenway Plan, and the establishment of the Greenway governance structure. Membership on the committee included representatives from both cities - federal, state, and local agencies with expertise in a variety of recreation management fields.

After the publication of the Greenway



Beautiful view of the Greenway on a sunny day

Plan, the Greenway Alliance was no longer necessary, but the managing agencies continued to meet and discuss ongoing management issues. The Greenway Technical Committee was formed after the Greenway Alliance concluded their work on the project.

The Greenway Technical Committee serves as a technical advisory board to the managing agencies of the Greenway. Membership of the committee includes representatives of the four managing agencies and other parties interested in the development of the Greenway. The Greenway Technical Committee has no governing authority but serves as the primary mechanism for the four managing agencies to discuss Greenway management issues. Meetings are held bimonthly and are open to the public. Staff from the four managing agencies meets on the alternate months.

The four managing agencies of the Greenway are:

- City of East Grand Forks
- City of Grand Forks
- Grand Forks Park District
- Minnesota Department of Natural Resources



#### LAND OWNERSHIP

Prior to the flood of 1997, property along the Red River was owned by both private and public entities. Complete ownership of this land by the City of Grand Forks was necessary to implement the construction of the flood protection project and ensure access during high water events. The City of Grand Forks owns all the land within the Greenway on the Grand Forks, ND side of the Red River.

The City of East Grand Forks owns the majority of the approximately 1,300 acres of Greenway located in Minnesota. The Minnesota Department of Natural Resources owns the Red River State Recreation Areas Campground and the River Heights Trailhead area.

#### **STAFFING**

After the completion of the flood protection project in 2008, the operations, maintenance and management of the Greenway became the responsibility of both cities. In Grand Forks, this work is coordinated through the Public Works Department. The Grand Forks Park District manages four major recreational areas within the Greenway, through a lease agreement with the City of Grand Forks. The park areas managed by the Grand Forks Park District on behalf of the City of Grand Forks are Riverside, Kannowski and Lincoln Drive Parks, and the Lincoln Drive Golf Course.

The City of Grand Forks employs one full time staff person to oversee the daily operations, maintenance, promotion, and public relations of the Grand Forks portion of the Greenway. The Greenway Specialist position was funded as a part of the construction project when the position became permanent. This position is funded by the flood protection system and Greenway fees.

Maintenance for the East Grand Forks portion of the Greenway is the responsibility of the Parks & Recreation and Public Works Departments. The City of East Grand Forks, in partnership with the Minnesota Department of Natural Resources, hires seasonal staff to manage the Red River State Recreation Area, including the campground. This staff handles the reservations, point of sale, rules and regulations, reporting, guidelines, and procedures. The campground is typically staffed 8:00 am to 10:00 pm from Memorial Day to mid-September.

#### **CITIZEN INPUT**

Citizen input is an important part of the management and development of the

Greenway. The original flood protection system designed by the US Army Corps of Engineers was completed by 2008 but the Greenway continues to evolve as trends in recreation and visitor preferences change. Greenway users have been instrumental in that evolution. Several features have been added to the Greenway as a result of citizen input and requests. There are two opportfor citizen involvement in the Greenway: the Greenway Technical Committee and the Greenway & Trail Users Advisory Group.



Enjoying a day of golfing at Lincoln Drive Golf Course in Grand Forks

The Greenway & Trail Users Advisory Group is open to local citizens who share an interest in the development and use of the Greenway and trails in the Greater Grand Forks community. Meetings are held the second Tuesday of every month.

The Special Projects request form gives citizens the opportunity to submit an idea for an addition or improvement to the Greenway. A completed request form is reviewed by the staff of the Greenway Technical Committee to determine its feasibility within the Greenway. If the request is approved for further evaluation, a member of the committee will guide the request through the proper channels of their organization. If the request is not feasible within the Greenway but fits better in a different area of the community, the citizen is directed to the appropriate community contact.





## Operations

#### RULES & REGULATIONS

To help avoid confusion for the user and law enforcement officials, the Greenway Technical Committee began work on developing a set of consistent regulations for the governance of the entire Greenway system in early 2003. The result of that effort was the Greenway Rules and Regulations, which represents common regulations and use guidelines of the managing agencies.

In 2006 the Grand Forks City Council adopted a series of ordinances based on the Greenway Rules and Regulations. These ordinances are specific to the Greenway and not already covered in city ordinance. The City of East Grand Forks adopted the Greenway Rules & Regulations by resolution, not by ordinance, in 2005. Areas within the Greenway and owned by the Minnesota Department of Natural Resources are governed by state laws, which the original Greenway Rules & Regulations were based.

#### EMERGENCY RESPONSE PLAN

The location and landscape of the Greenway along the river can present problems when emergency services are needed. Determining a location for an emergency call can be difficult when prominent landmarks are not readily present. In 2010 the Greenway Technical Committee adopted a plan to place signs along the trail to provide trail distances and points of reference for users. This plan will be expanded to the larger metropolitan trail system in the coming years.

#### USER CODES OF CONDUCT

The managing agencies of the Greenway recognize the potential of user conflict on the trails and other Greenway facilities. The committee continually seeks opportunities to provide a high level of user enjoyment through user education.

#### MAINTENANCE

The maintenance of the Greenway covers a wide variety of topics and is a substantial undertaking for city staff. Discussion about the ongoing maintenance of the Greenway began early in the construction process and addressed both the flood protection and recreation components of the system.

In Grand Forks, the storm water division of the Public Works Department is responsible for maintaining the integrity of the flood protection

system (floodwalls, earthen levees, pump stations and diversion channel). The streets division maintains the recreational features of the Greenway not already covered through agreements with other agencies or maintenance contracts.

In East Grand Forks, maintenance is managed bt the Public Works Department. The Parks and Recreation Department oversees the development of Greenway features. Staff also relies on a variety of outside agencies for assistance on things like forestry, recreation management, special events, and riparian restoration. These partnerships provide a beneficial network of expertise in a wide variety of areas pertaining to the maintenance and development of the Greenway. Private contractors provide many of the services necessary to properly maintain the Greenway. Contracts are bid on a biennial basis



Red River State Recreation Area in East Grand Forks

and managed by the Greenway Specialist. The Grand Forks Park District provides maintenance services for areas under its management.

#### **GOPHER AND OTHER PEST CONTROL**

Gophers and other burrowing animals pose a danger to the integrity of the flood protection project. Routine surveillance by city personnel and the contractor allows for early detection and response to animal activity.

#### LANDSCAPING

Flower beds and shrubbery are located at trailhead facilities throughout the project. The Grand Forks Park District provides maintenance of the landscaping managed by their agency. All other landscaping features are handled by contracted labor at the direction of Greenway staff.

#### MOWING

The Grand Forks portion of The Greenway includes approximately 900 acres of green space that requires a wide variety of maintenance. The criteria used for determining what is needed includes the effects on bank stabilization, use of the area, best management practices, and cost.

#### POST HIGH WATER CLEANUP

Water levels on the Red River fluctuate

throughout the year and receding water can leave behind debris. The type and amount of debris varies with each event. It can range in size from small branches to uprooted trees and other large items.

The policy for the cleanup of debris left behind in the Greenway is to allow small amounts of natural debris deposited in the wooded areas to remain in place unless there is a concern for public safety.

If water and debris reach the public areas of the Greenway, cleanup occurs in stages. The immediate response begins with crews removing silt and debris on the upper trails to allow quick reopening of the trail system. The next stage involves the clearing of any debris on the river side of the trail that might hinder mowing or park use. Volunteer labor is sometimes used to remove the small debris that collects in the trees along the river in the downtown area. Larger debris and silt on the trails is removed by city or contracted labor.

#### **RIPARIAN RESTORATION**

Riparian restoration provides the opportunity to develop semi-natural areas along the Greenway. This vegetation can add stability to riverbanks that are susceptible to erosion. A riverbank stabilization and wildflower restoration project was started in 2005 in several areas in the Grand Forks portion of the Greenway. The City of East Grand Forks partnered with Xcel Energy to plant willow stakes along the riverbank just south of the Sorlie Bridge in downtown East Grand Forks.



A golden fall scene in the Greenway

**GRAND FORKS/EAST GRAND FORKS** 

#### **VEGETATION MANAGEMENT**

The location of the Greenway along the riverbank provides a fertile breeding ground for all types of vegetation, both desirable and undesirable. Flood waters continually deliver the seeds of noxious and troublesome weeds throughout the system, making complete eradication of the weeds impossible. Staff works to eliminate the growth of any plant labeled as zero tolerance by state agencies. Other weeds are controlled with mowing and herbicide application.



## Funding

#### CITY OF GRAND FORKS

In December 2005, the Grand Forks City Council passed an ordinance to charge a monthly fee to residential and commercial properties to finance the operations and maintenance (O & M) and small capital improvements of the flood protection system and Greenway. This fee is included on the monthly utility bill for residents and businesses.

Fees to residential customers, including single family, apartments, condominiums, town homes, and mobile home parks are charged based on the number of residential units-similar to fees charged for refuse and mosquito services. Fees charged to nonresidential properties are based on



Traiils in the Greenway in East Grand Forks

the number of taxable square feet of the property and stormwater drainage factors. Some nonresidential properties-such as governmental and undeveloped propertieswere not charged previously for storm sewer service but are now included in the new ordinance.

Funds from the flood protection/Greenway service fee are used to cover the O & M of the flood protection system. This includes the levee and floodwalls, flood pumping stations, English Coulee Diversion Channel, and closure and drainage structures. Greenway O & M expenses are also covered through this fee and include items like administration, mowing, trail maintenance, repairs and replacement of recreational features, minor debris cleanup, and other expenses associated with the operations and management of the Greenway. Expenses for O & M have fluctuated from year to year but average approximately \$227,000 for the years 2009 to 2011.

The original flood protection plan developed by the US Army Corps of Engineers and the City of Grand Forks includes the tools necessary to provide permanent,

comprehensive flood protection for the Grand Forks community. During the planning process it was determined that the Grand Forks community wanted to incorporate extra features, not included in the original plan, to enhance flood protection system and Greenway. Enhancement projects included the Greenway Plan, raising the height of the floodwalls, construction of the Community Green, warming houses, and other recreational features. The Betterment Fund provided financial support for these additions. Money for the Betterment Fund was raised through a special assessment process paid by all property owners in Grand Forks. These special assessments were also used to pay a significant portion of the local share of flood protection/Greenway project construction costs, including O & M expenses, until 2005.

#### **CITY OF EAST GRAND FORKS**

In 2009 the City of East Grand Forks voted to charge a monthly Greenway fee for every utility account within the city. This fee is dedicated to the Greenway Capital Fund for capital expenditures on trails and trailheads.

#### OTHER FUNDING SOURCES

Federal Resources

GRAND FORKS/EAST GRAND FORKS

The recreation portion of the original

Greenway construction was funded as a 50/50 cost share with the US Army Corps of Engineers and the Cities of Grand Forks and East Grand Forks. This included items such as the trail system, restrooms, playground equipment, and signage.

The cost of the two pedestrian bridges was financed through a partnership between the US Army Corps of Engineers and the two cities. The US Army Corps of Engineers provided 50 percent of the bridge construction costs and the two cities split the remaining costs equally.



Ice skating on a winter day

#### State Resources

Red River Regional Council: In 2005 & 2006 the City of Grand Forks entered into a Memorandum of Agreement with the Red River Regional Council to plant willow stakes at four riverbank locations for bank stabilization.

Statewide Health improvement Plan (SHIP) Polk County, MN: In 2011, the City of East Grand Forks received funding from SHIP to install distance and emergency services locator signs along the loop trail in the Greenway. SHIP is a program aimed to help Minnesotans live longer, healthier lives by reducing the burden of preventable chronic disease through increased physical activity and healthy eating. Minnesota Department of Natural Resources (MN DNR): The City of East Grand Forks received funding from the MN DNR 50/50 grant program to realign a trail in LaFave Park. ND Game and Fish: The ND Game and Fish Department provided 75% of the funding needed to build two new boat ramps in Grand Forks. Funding has also been given for a boat dock for installation at one of the two boat ramps, to ease the boat loading and unloading process.

Garrison Diversion Conservancy District

(GDCD): During the construction of the flood protection project, the (GDCD) provided funding for the Community Green, an area of the downtown Greenway used to host many special events.

ND Parks and Recreation (NDPR): The NDPR provided funds through the Recreation Trails Program to install a paved connection between an existing trail and the bike route in Lincoln Drive Park.

#### Local Resources

City of Grand Forks: The City of Grand Forks cost shared the recreation portion of the Flood Protection project and also funded 100% of the betterments of the project and continues to finance the operations and management of the project.

Grand Forks Park District: The Grand Forks Park District provided funding for two community rooms, which are adjacent to the restrooms in Lincoln Drive and Riverside Parks. The Grand Forks Park District continues a commitment to the Greenway through inkind and financial assistance for small capital projects.

#### Private Resources

Friends of the Greenway Fund: The Friends of the Greenway Fund has been established with the Community Foundation of Grand Forks, East Grand Forks and Region. This fund is designated for projects within the Greenway. Xcel Energy Environmental grant program:

The multi-state energy provider has provided funding for two large plantings in the Grand Forks portion of the Greenway. More than 225 trees have been planted along two trail

corridors and an overlook using volunteer labor from the public and Xcel Energy employees. Funding has also been used to provide decorative plantings in some areas of the Greenway.

University of North Dakota Environmental Law Society (UND ELS): Funding from UND ELS was used to underwrite a tree planting project in collaboration between the UND ELS and a local elementary school. Over 60 small trees and shrubs were planted along the trail north and south of the Grand Forks downtown area. Roaming Paws: The local dog park advocacy group Roaming Paws provided funding for amenities at Lincoln Drive Park dog park including benches, picnic tables, and



The fountain in Rotary Park, downtown East Grand Forks

informational kiosks. The funds were a result of several fundraising activities and sponsorship commitments secured by the group.

Rotary Club: The local Rotary Clubs provided funding for amenities in Rotary Park, located in downtown Grand Forks. Funding was also given for a fountain along the riverbank in downtown East Grand Forks.

Riverside Pool: A three year donation was secured through private donors to underwrite the costs of operation and management of the Riverside Pool.

Eagle Scout Projects: Local Eagle Scout candidates have provided several small amenities within the Greenway. The dog waste bag stations, a nature play area and kiosk in the EGF campground have all been designed, built, and funded by the Eagle Scout candidates.

Volunteers: Throughout the year local service groups, schools and other citizens provide valuable service to the upkeep of the Greenway.







## Programs

#### ADOPT-A-TRAIL

The Greenway Adopt-a-Trail program is an all-volunteer program that gives the public an opportunity to become actively involved in maintaining the beauty of the Greenway. Anyone interested in adopting a section of trail can submit an application to the managing agency for consideration. The Adopt-a-Trail program requires a minimum commitment of three years.



The Greenway features over 20 miles of paved, multi-purpose trails

## AMERICANS WITH DISABILITIES (ADA) ACCESSIBILITY

It is the goal of the managing agencies to provide outdoor recreation opportunities for people of all levels of ability. The Greenway contains many handicap accessible features, including wheelchair accessible picnic tables and playground equipment, maximum five percent trail grades, and handicap parking.

In 2011 the Greenway Technical Committee convened an ad-hoc subcommittee to review the Greenway policies for the use of Other Power-Driven Mobility Devices in the Greenway by people with disabilities. The results of the committee's findings did not affect any policies for wheelchairs, which are allowed wherever foot traffic is allowed.

It was the recommendation of the subcommittee to allow the use of Other Power-Driven Mobility Devices that were not specifically designed for disabilities on the trail, provided the device is no more than 36" wide and is not powered by an internal combustion engine. All-terrain vehicles (ATV), golf carts or dirt bikes are not allowed as other power-driven mobility devices and may only be used on trails designated for that activity.

#### **GREENWAY TREE PLANTING PROGRAM**

This program is an opportunity for the public to purchase a living, growing memorial for a loved one or special occasion. Donors can purchase a tree from a local nursery or donate an already established tree for planting in the Greenway.



# Marketing and Promotions

Marketing was identified in the Greenway Plan as an important factor in developing the Greenway as a tourist attraction and increasing the potential for economic development. Greenway staff has built valuable relationships with tourism and media outlets, both locally and statewide, to create opportunities for shared marketing campaigns to promote the Greenway and special events.

The marketing and promotion of the Greenway is done through a variety of formats:

- Maintenance of the internet website
   <u>www.greenwayggf.com</u>
- Regular emails to a large database
- News releases
- Printed brochures with maps and event information
- Other social media

The growing use of social media is an area for expansion for promoting the Greenway. Staff has been exploring an integrated plan for using Twitter, Facebook and other media sharing tools to share information about Greenway events and attractions.

#### SPECIAL EVENT PERMITS

The Greenway is a popular spot to host races, art shows, and other community events. Anyone planning to host an event in the Greenway is asked to submit a Special Events permit application to reserve the date and area for their event. This permit provides a one-stop shop for event planners and prevents the overlap of activities in the same area. Permits are available through the Public Information Office at the Grand Forks City Hall or the East Grand Forks Parks and Recreation department in the East Grand Forks City Hall.

#### PARK USE PERMITS AND RENTALS

The use of most facilities in the Greenway is available at no cost, but reservations are encouraged for picnic shelters and community rooms. These facilities are managed by the Grand Forks Park District and East Grand Forks Park and Recreation Department. Reservations are subject to a nominal fee.





# Annual Events Held in the Greenway

- Greenway Ski Days
- Winter Fest
- Frozen Feat
- END-IT Iceman Triathlon
- Arbor Day celebration
- Grand Cities Art Fest
- YMCA Firecracker 5 & 10k race
- Sertoma Fun4th & Fireworks
- Family Fun Night and Chalk It Up
- Cats Incredible
- YMCA half marathon
- Down by the Riverside
- Tour De Forks
- Christmas in the Park
- Santa's Village





#### THE GREENWAY

www.greenwayggf.com greenway@grandforksgov.com www.facebook.com/greenwayggf

#### **MANAGING AGENCIES**

<u>City of Grand Forks</u> PO Box 5200 255 North 4th Street Grand Forks, ND 58203 701-738-8746 greenway@grandforksgov.com

#### <u>City of East Grand Forks</u> Parks and Recreation 600 DeMers Avenue

East Grand Forks, MN 56721 218-773-8000 www.egf.mn

#### Grand Forks Park District

1210 7th Avenue South PO Box 12429 Grand Forks, ND 58208 Main Line: 701-746-2750 Info Line: 701-787-3499 www.gfparks.org

MN Department of Natural Resources 515 2nd Street Northwest East Grand Forks, MN 56721 218-773-4950 http://www.dnr.state.mn.us/state\_parks/red\_river/index.html





# LaFave Park, East Grand Forks Conceptual Plans

The vision for LaFave Park is to create an area for people of all ages to enjoy, while keeping the natural environment. Some activities offered in the park would include fishing (boat access and shore fishing), a shaded picnic area and a natural playground. This plan also retains the school activities held on this site, such as football games and bonfires. Open turf areas provide locations for family games, street fairs or music festivals.

The picnic area is near the parking lot and within walking distance of the facilities on the dry side of the levee. The tables are near existing trees for immediate shade, and more shade as planted trees grow. This area has four dedicated tables, but has room for more.

This park is designed for pedestrian safety. The use of "signal trees" (trees with a distinctive quality, such as form or color), bollards to allow pedestrians and non-motorized transportation on trails, and dedicated road crossings will separate pedestrians and motor vehicles.

The riparian area, or "no mow" area, has many benefits, including a naturalized area that slows and filters runoff from rain and snow, is aesthetically pleasing and requires less maintenance.



#### NATURAL PLAYGROUND CONCEPT

Natural playgrounds differ from traditional playgrounds because they feature natural environmental elements versus manufactured equipment. Natural play environments are designed to stimulate children's imagination and engage them in the outdoor world, instead of a structured play area. Natural playgrounds also educate children of natural processes. Natural playgrounds can easily be designed to encourage play at all skill levels. The parking lot has 8 spots (one ADA) and has a turnaround to accommodate vehicular traffic. Natural playgrounds can be developed as funds become available. This can be a great opportunity for the community or organizations to be involved.

Some features of this play area could include:

- Hedge Maze for exploration, hiding and games
- "Sensory" Garden to explore and stimulate
- Sand River/Lake Play area
- Wetlands Play area
- Natural Slide
- Berm "Field" for hiding and games
- Rock "Pile" for climbing
- Central observation location for guardians
- Bridges to walk over or crawl under
- Wood Wind Chime Station, wheelchair accessible
- Vegetative Enclosures for children's safety

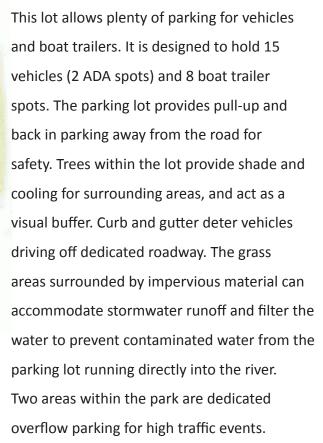




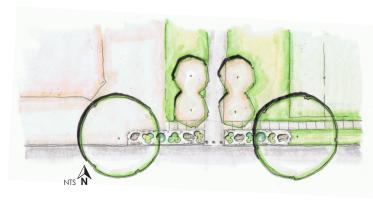
#### LOOKOUT AREA CONCEPT

This area is located near the trail and provides some of the best views in the park, overlooking the riparian area, the Greenway and the fork of the Red and Red Lake Rivers. Visitor amenities include vegetation and shade for comfort, formal seating (benches), informal seating (boulders), and trash receptacles. This location is perfect for interpretive displays about area history and culture.

### PARKING LOT



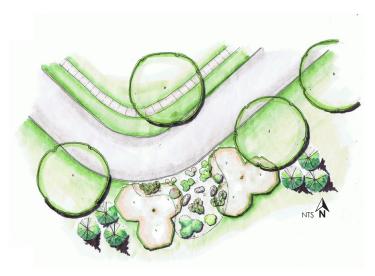




#### LANDSCAPING ALONG ROAD CONCEPT

This area originally provided a partially paved road for motor vehicle access to the riverbank. Motor vehicle traffic is no longer desired along the riverbank because of the detrimental affects to the vegetation and riverbank. Permanent features like curb and gutter, bollards, vegetation and boulders will deter vehicle traffic. No area will be wide enough to allow vehicle access.

# NE NO



## FISHING ALONG SHORE

This image suggests a typical location along the riverbank that allows fishing. This area features graveled or small aggregate base with access to the roadway, formal seating (bench), informal seating (boulder), an adjustable fishing platform and trash receptacle.

#### LANDSCAPED CORNER

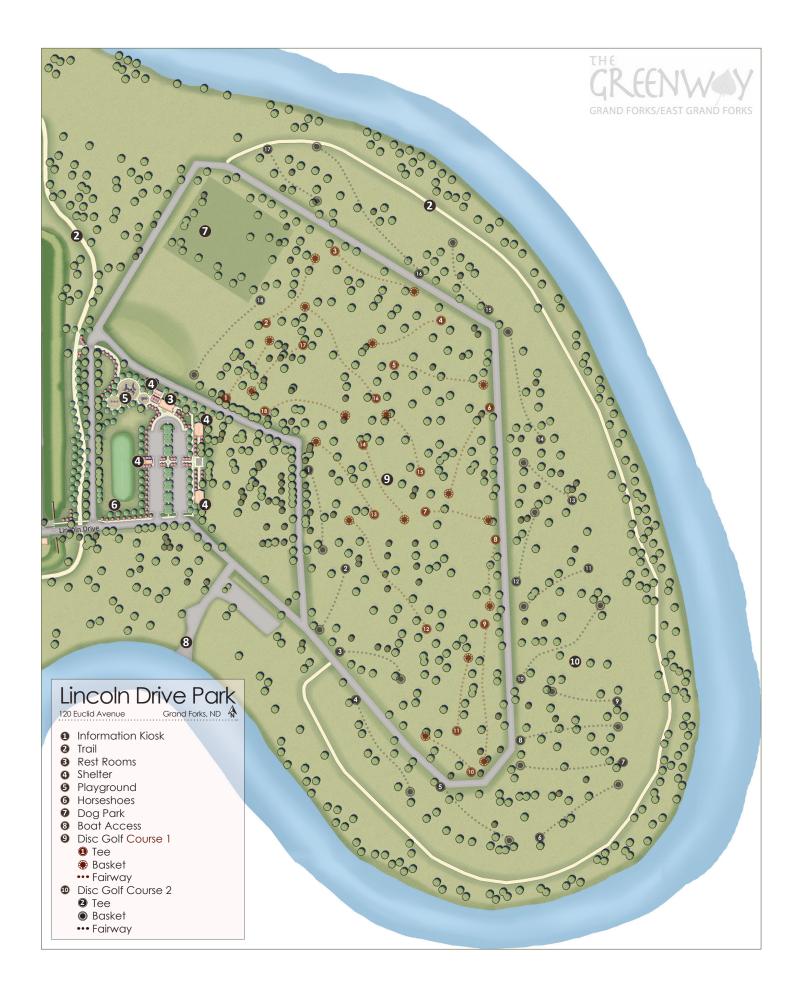
An existing gravel road continues southwest off the paved road, toward the river, encouraging unwanted vehicular traffic. Adding vegetation and boulders to this area would limit vehicle access and signal that this area is no longer drivable. Grasses and trees will fill in the riparian area. No area will be wide enough to allow vehicle access.

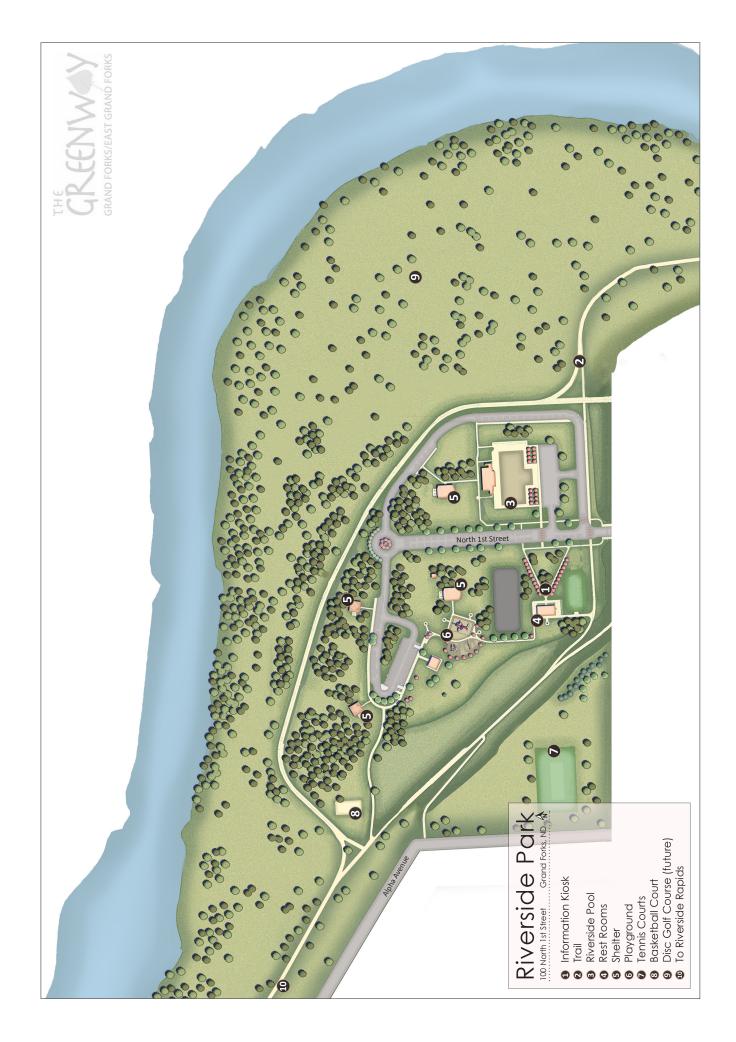




# The Greenway Grand Forks / East Grand Forks

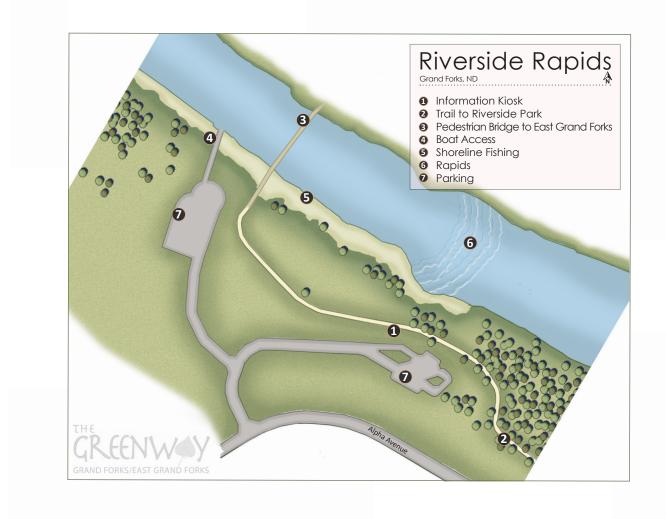














# Appendices

Agreement between City of Grand Forks and Grand Forks Park District Agreement between City of East Grand Forks and Minnesota Department of Natural Resources Greenway Special Projects request form Greenway Rules and Regulations Vegetation Management policy Adopt-a-Trail form Policy of Other Power-Driven Mobility Devices Greenway Tree Planting program Operations and Management Fee Ordinance - Grand Forks Greenway Trail Maintenance Fee- East Grand Forks Special Events permit application Park reservation and shelter permit - Grand Forks Park District



#### <u>LEASE</u>

This Agreement made and entered into this 35 day of December, 2008, by and between the City of Grand Forks, a North Dakota municipal corporation, hereinafter referred to as "Landlord", and the Grand Forks Park District, a North Dakota municipal corporation, hereinafter referred to as "Tenant".

WITNESSETH, that Landlord, for and in consideration of the rents and covenants hereinafter mentioned, and to be paid and performed by Tenant, the Landlord has DEMISED, LEASED AND LET, and by these presents does Demise, Lease and Let, unto Tenant, properties located in the County of Grand Forks, State of North Dakota, as more fully described herein.

TO HAVE AND TO HOLD, the herein described premises to the party of the second part, its heirs, executors, administrators and assigns, for and during the full term of five (5) years from and after the date hereof. Such term shall be automatically renewed for Three (3) additional terms of five (5) years each, unless either party shall, at least 60 days prior to the end of then-current term, give notice of intention not to renew.

The Tenant, for itself, its heirs, executors, administrators and assigns, agrees to and with the Landlord to pay the Landlord, its heirs, executors, administrators or assigns, as rent for the herein described premises, the sum of One Dollar and No/100 (\$1.00) for and during the term of this Lease. And it is further agreed, by and between the parties as follows: That should Tenant, its heirs, executors, administrators or assigns, fail to make the above-mentioned payments herein specified, or fail to fulfill any of the covenants herein contained, then and in that case it shall be lawful for Landlord, its heirs, executors, administrators or assigns to reenter and take full and absolute possession and control of the demised premises and hold and enjoy the same fully and absolutely, without such reentering work being a forfeiture of rents to be paid and the covenants to be performed by Tenant, its heirs, executors, administrators or assigns for the full term of this Lease.

The parties agree to the following general terms which shall apply to each of the properties described herein except as may be specifically modified by its Special Conditions for each individually leased area.

1. Tenant agrees to pay real estate taxes and installments of special assessments, all premiums for insurance purchased by Tenant and all charges for utility services as currently provided to the premises or as may be provided in the future at the request of parties other than the Landlord.

2. Tenant shall be responsible for the maintenance, repair and upkeep of the premises described herein and shall take good care of the premises according to standards

adopted by the Grand Forks Park District. Tenant shall, at the expiration of this Lease, return the premises in as good condition as premises are on the date of the execution of this Lease, usual wear and tear, and acts of God excepted.

3. Tenant shall not construct, install or place any improvements in or upon the premises without the prior written consent of the City Engineer and the Public Works Director.

Landlord shall not be liable for any injury or damages to any property of the 4 Tenant or persons on or about the premises, and the Tenant shall hold the Landlord harmless from any claims or damages thereto. Further, Landlord shall not be liable for any injury, either to persons or property sustained by the Tenant or by other persons, including, but not limited to, guests of the Tenant due to the leased premises, or any part thereof. The Tenant shall indemnify and hold harmless the Landlord from any and all liabilities, costs and expenses arising from injury to persons or property in or about the premises or from any manner or thing growing out of the Tenant's use, occupancy, management or control thereof. The Tenant agrees that it shall obtain a policy of commercial general liability insurance utilizing an insurance service office standard form with broad form general liability endorsement, or equivalent, in an amount not less than \$1,000,000.00 per occurrence of bodily injury and property damage combined and shall insure the Tenant against liability arising out of the use, occupancy or maintenance of the premises. Tenant shall cause Landlord to be named as an additional insured on said insurance policy. In the alternative to the general commercial liability insurance, Tenant may participate in the North Dakota Insurance Reserve Fund with Landlord likewise named as an additional insured. Notwithstanding the foregoing, nothing herein shall be construed to waive, abrogate, or limit any immunity or limitation of liability available to either party as may be provided by law.

The Tenant will carry hazard insurance for all structures located within the extents of this lease, unless otherwise noted. Tenant may carry flood insurance on all structures that are insurable. Structures not covered by flood insurance by the Tenant may be covered by the Landlord at the Landlord's option.

5. Tenant also covenants and agrees with the Landlord not to sublet the demised premises or any part thereof during the term of this Lease, without first obtaining the consent of the Landlord, its successors, or assigns.

6. Landlord reserves the right to enter onto the premises described herein, at its sole discretion, for the purpose of rodent control and/or construction, operation, and maintenance of utilities, storm water management facilities, permanent or temporary flood control structures, or otherwise providing flood control protection or maintenance for residents and facilities located within the City of Grand Forks.

7. In the event of post flood cleanup, the Landlord will be responsible for log removal and debris cleanup in all areas on the riverward side of levees, except at Lincoln Park Golf Course, where all cleanup shall be the responsibility of the Tenant. All other dry side areas will also be the responsibility of the Tenant.

These general terms shall apply to all properties described herein except as may be specifically modified or deleted for each of the individual leased areas described in the following pages.

### **<u>RIVERSIDE PARK</u>**

- (1) Legal Description: Lots Two (2) and Four (4), Block One (1), Riverside Park Resudivision.
- (2) Special Conditions:
  - (a) City shall be responsible for mowing levee areas and those areas riverward of the bike path.
  - (b) City shall be responsible for repair, maintenance and upkeep of the bike path.

# KANNOWSKI PARK

- (1) Legal Description: Lot Two (2), Block One (1), Central Park Resubdivision.
- (2) Special Conditions:
  - (a) City will be responsible for mowing of all levee areas.

### LINCOLN PARK DOG AREA

- (1) Legal Description: Part of Lot Two (2), Block Three (3), Auditor's Subdivision # 36 to the City of Grand Forks described as a parcel in the north corner of said lot and approximately 276' x 455' as shown on the attached map.
- (2) Special Conditions: None.

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# LINCOLN PARK WARMING HOUSE AND SLEDDING HILL

- Legal Description: Lot One (1), Block Two (2) and Lot One (1), Block Three (3), Auditor's Subdivision #36 to the City of Grand Forks.
- (2) Special Conditions: None.

### LINCOLN PARK DISC GOLF AREAS

(1) Legal Description: Lot Two (2), Block Three (3), Auditor's Subdivision #36 to the City of Grand Forks.

AND

Lot One (1), Block One (1), Auditor's Subdivision #36 to the City of Grand Forks.

- (2) Special Conditions:
  - (a) With regard to said Lot 1, Block 1, Auditor's Subdivision No. 36, the Park District will be responsible for mowing and maintenance of areas used for disc golf. The City will mow and maintain the remainder.

### LINCOLN PARK GOLF COURSE SLEDDING HILL

- (1) Legal Description: Lot One (1), Block One (1), Lincoln Park Golf Course Resubdivision.
- (2) Special Conditions:

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- (a) Park District shall be responsible for the following maintenance item:
  - Maintenance of the parking lot area including, but not limited to, snow removal, parking lot striping and litter control.
  - Maintenance and operation of the sledding hill in winter months including, but not limited to, removal of jumps and other structures as well as litter control and general upkeep.
  - Maintenance and upkeep of lighting system including costs of electricity used.
- (b) City shall be responsible for the following:
  - Mowing and maintenance of grass areas in summer months.
  - Installation of signs and fencing on the east face of the levee prohibiting sledding on the east face of the levee.
  - Notwithstanding paragraph 1 of this Lease, City agrees to pay real estate taxes and installments for special assessments levied upon the property described as Lot 1, Block 1, Lincoln Park Golf Course Resubdivision.

## LINCOLN PARK GOLF COURSE

- (1) Legal Description: Lots Four (4), Five (5) and Six (6), Block One (1), Lincoln Park Golf Course Resubdivision to the City of Grand Forks.
- (2) Special Conditions: None.

### SUNBEAM TRAILHEAD

- (1) Legal Description: Lot Four (4), Block One (1), Auditor's Resubdivision #40 to the City of Grand Forks.
- (2) Special Conditions:
  - (a) Tenant shall be responsible for the maintenance, repair and upkeep of the premises and shall take good care of the premises according to the standards adopted by the Tenant. Should cost of any items of repair or maintenance exceed the sum of \$200.00, Tenant shall consult with the City of Grand Forks Engineering Department regarding the appropriate course of action for repair or maintenance. If such repair or maintenance is undertaken, the cost of such item of repair or maintenance shall be divided between the parties with the Tenant responsible for costs up to \$200.00 and the Landlord responsible for the balance in excess of \$200.00. Landlord shall be responsible for capital improvements to the premises.
  - (b) Landlord agrees to pay real estate taxes and installments for special assessments and all charges for utility services provided to this premises, adverse to item (1) of the general lease. Landlord will also be responsible for any hazard and flood insurance it may deem necessary.
  - (c) Landlord is responsible for mowing and maintenance of grassed areas. Landlord is also responsible for maintenance of the parking lot.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands and seals this <u> 3</u>1 년 day of December, 2008.

### LANDLORD:

CITY OF GRAND FORKS, A NORTH DAKOTA MUNICIPAL CORPORATION

By:

on Michael R. Brown, Its Mayor

By: Khn M. Schmisek, Its Auditor

### **TENANT:**

GRAND FORKS PARK DISTRICT, A NORTH DAKOTA MUNICIPAL CORPORATION

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### **EXHIBIT A**

### **Red River State Recreation Area Management Plan**

The City of East Grand Forks (the City) will be responsible for the supervision and management of the Red River State Recreation Area. This management will comply with all state park standards and procedures as stated below:

1. **Human Resources:** The City will hire the staff needed to manage and supervise the recreation area. When hiring this staff the Division of Parks and Recreation (the Division) will be involved in the interviews of key employees and their selection. Staff will conduct themselves professionally and will wear, while on duty, a vest or shirt as specified by the state to identify them to the public as staff of the Red River State Recreation Area.

2. **Hours of Operation:** The recreation area will be open and staffed from 8:00 a.m. to 10:00 p.m. each day. The season of operation will be a minimum of: from the Friday prior to Memorial Day until September 17. The City shall be allowed to extend the operation of the recreation area if it's expenses are within the budget as referenced in paragraph 3 of the Joint Powers agreement provided that neither party has exercised their rights under paragraph 10 Termination. Extension of the operation will require department approval however; approval will not be unreasonably withheld. The City will monitor the unit during the off-season, reporting any problems to the department.

3. **Rules and Regulations:** The City will manage the unit in accordance with the rules and regulations for state parks Chapter 6100.0100 to 6100.2400 and as stated in the State Park Rule Book attached. Additional restrictions may be added to meet City ordinances and laws.

4. Fees and Permits: The state park vehicle permits will be required as per M.S. 85.053. All fees and sales must comply with state park procedures and guidelines and be approved by the Division. All sales and money must be deposited according to operational procedures and will be audited by the Division at the end of the season and periodically throughout the season. All money collected is the revenue of the State of Minnesota.

5. **Revenue Collection and Reporting:** The Info Spherix reservation system and Point of Sale System will be used for reporting and auditing.

6. **Inventory Control:** Inventory of all merchandise and equipment will be documented at the start of the season and audited at closing. The City and Division staff will do this inventory control together.

7. **Training:** Staff will be trained by both the Division and the City. State parks will train staff in the reservation system, point of sale, rules and regulations, reporting, guidelines and procedures. Staff will attend the normal spring state park training sessions.

The City will be responsible for additional training such as safety procedures, equipment, grounds, and facility maintenance. Training requirements and completion list for employees will be developed cooperatively between the Division and the City.

8. **Reports:** The City will be responsible for providing annual reports that identifies, in detail, all expenditures and revenues collected, enforcement activities and unit accomplishments.

9. **Documents and Files:** Appropriate documents will be maintained by staff for the state park. When an accident happens an incident report will be filled out and appropriate documentation made. Time sheets will be maintained on all employees and receipts kept on any expenditures. All files, reports and correspondence generated in regards to operating and maintaining the Red River State Recreation Area are the property of the state.

10. **Equipment:** All equipment that is part of the Department of Natural Resources (DNR) fleet program will be paid directly by the region and considered part of the dollars budgeted for the operations of the unit. All equipment logs will be kept up to date for audit purposes.

11. **Records for Payment:** The City will maintain records of all expenditures for the operation and maintenance of the Red River State Recreation Area. All dollars must be spent on the management and operation of the unit.

12. Special Events: Special events will follow the Division's special event policy and guidelines. All special events need to be approved by the Division.

13. **Public Involvement:** The City and the Division will coordinate with the community on representing the Red River State Recreation Area during special events, Friends of the Greenway meetings and at the Greenway Recreation Technical meetings.

14. **Operation Review:** Once a month the Division will meet with the City to review issues and to inspect the grounds, structures and equipment to assure that the level of maintenance and operations is meeting state park standards.

15. Standards: The Division has standards for mowing, garbage collection, cleaning, litter removal, and maintenance that will be required for the city to meet in the management and operations of the Red River State Recreation Area.

16. **Project Funds**: The Red River State Recreation Area shall be eligible for project funding (Nature Store funds, bonding, other sources) in the same manner as other parks and recreation areas are eligible for them. The City will be advised of time frames and procedures for submitting project proposals. The City, through its recreation area staff, will submit project requests to the DNR Parks Regional office, where they will be evaluated and prioritized for funding. Funded projects will be in addition to, and not count against, the agreed upon payment to the City for the maintenance and operation of the recreation area.

17. Nature Store Operations, Firewood and Ice: Nature Store merchandise, firewood, and ice will be acquired and sold in accordance with Division guidelines and procedures. Purchases of merchandise, wood, and ice shall be approved by the Division and shall not be charged against the agreed upon payment to the City for the maintenance and operation of the recreation area. Receipts for sale of merchandise, firewood and ice will be revenue of the Division and deposited in the appropriate account.

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

19. Liability for volunteers: The city may recruit and utilize volunteers for duties of the Recreation Area, at their discretion. Volunteers working at the Recreation Area, who have completed the DNR volunteer form and been approved by DNR, will be DNR volunteers and DNR will be responsible for worker's compensation and liability related to their use, as long as they are working at tasks and under conditions that are approved. Volunteers that have not completed DNR forms and who have not been approved by DNR, or are working at tasks or in conditions that have not been approved by DNR, shall be considered as volunteers for the City.

20. Fleet and Equipment Utilization: The DNR and the City shall agree upon equipment to be used in the maintenance and operation of the recreation area. If the equipment used is the property of the state, the City will operate equipment in accordance with procedures stated in the DNR fleet policy and will pay standard fleet charges to the Department of Natural Resources Fleet program. In return, these charges may be reimbursed as costs for the operation of the unit under the operating agreement with DNR Parks. If the equipment used is property of the City, the City may bill that use to DNR as a cost of operating the unit. Those billings will be part of the acceptable expenses for which the City will receive payments, up to the budgeted amount that the City may receive for operating the Red River Recreation Area. Use rates for City equipment will be determined by using the DNR fleet charges for like equipment.

21. Termination: If this agreement is terminated because of insufficient funding, the government unit shall be paid for services performed prior to notice of termination.

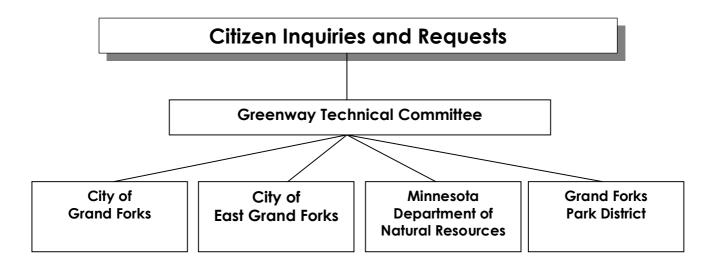
22. **Payments:** At the time the third payment is made to the City, the budget and expenditures will be reviewed in detail. If there is a need to adjust the budget, it will be discussed between the parties. An amendment to contract, if necessary, could be considered. An amendment to this agreement must be in writing and will not be effective until it has been executed and approved by both parties.



Thank you for your interest in the Greenway. With over 2,200 acres of natural space, the Greenway provides a wide variety of recreational, educational and environmental benefits to Greater Grand Forks residents and visitors.

Each year we receive many requests for new facilities or improvements to existing facilities. Many factors go into the decision making process, first and foremost being the role as a floodplain.

Once you have submitted a completed form, you may be asked to present an overview of your project idea to the Greenway Technical Committee for consideration. The Greenway Technical Committee is comprised of representatives of the four managing agencies as well as other parties interested in the development of the Greenway. Meetings are held at 10:30 am on the second Tuesday of every month. After reviewing the request the committee will determine whether the project is feasible within the Greenway and if so, which agency will handle the request. That agency will then guide the request through the proper channels of their organization.



# www.grandforksgov.com/greenway

# **Greenway Project Request Form**

Contact name		
Address		
City	State & zip	
Phone		
Email address		
Is this request:  One time event  New in	stallation 🛛 Improvement to existing facility	
Brief summary of request:		
<b>Support for the activity or facility</b> . How man is there a user group established in the area	y people typically participate in this activity,	
What is needed to facilitate this project? Sp diagram of the proposed layout of the activ		
What, if any, costs are associated with this project?		
How will these expenses be paid? Fundraisers, sponsor, etc.		

Does this project require ongoing maintenance?

Will this event or facility be open to the public?

**Does this activity or facility involve the use of harmful chemicals, excavation or fire?** If so, please describe.

Please submit this completed form and other supporting documents to be considered to:

Greenway Manager City of Grand Forks P.O. Box 5200 Grand Forks, ND 58208-5200 701-738-8746

For office use	Date received
Received by:	
Attachments:	

# www.grandforksgov.com/greenway

# Greenway Technical Committee: User Rules and Regulations

#### **PURPOSE**

There are four governmental agencies involved in the management of the Greenway project. Each agency has specific commandments and needs regarding the regulation of recreational use of land within their jurisdiction. In order to provide a uniform and seamless governing body, a standard Greenway Rules and Regulations will be developed and adopted by the managing agencies of the project.

#### **OBJECTIVES**

 Develop a body of rules and regulations that meets the unique needs of the Greenway project and it's managing agencies;

2. Adoption of the rules and regulations of the Greenway project by all managing agencies;

#### **DEFINITIONS**

Managing Agency: The agency responsible for the maintenance and upkeep of a specific area in the Greenway system.

Motor vehicle: Any self-propelled vehicle including, but not limited to, automobiles, trucks, dune buggies, minibikes, motorcycles, trail bikes, and all terrain vehicles (ATV's), but not including snowmobiles.

#### SPECIFIC ITEMS

#### **Rules Enforcement Policy**

Laws will be enforced by the applicable agency. Individuals violating these rules will receive a verbal or written warning, an administrative complaint, a civil summons, or loss of park privileges.

All persons violating these rules may be penalized in accordance with the ordinances and statutes of the Managing Agency. Persons violating other applicable laws within the Greenway may also be punished in accordance with the provisions of those laws. In addition, persons violating these rules may be required to immediately leave the Greenway, and the Managing Agency may revoke the privilege of any person who violates these rules to enter the Greenway for a specific period.

#### Special Events

Special events and commercial uses or operations within the Greenway may only be conducted with a written permit from the Managing Agency obtained prior to the event, or under contract, lease, or other written agreement from the Managing Agency. The Managing Agency shall establish and may charge fees for special events and commercial uses of Greenway and state parks land.

No person, firm, or corporation may operate any concessions, business, enterprise, or sell personal property within the Greenway without prior written permission from the Managing Agency of the area of proposed activity.

Some areas, specifically the Red River State

Recreational Facility, require user fees. The Managing Agency may from time to time establish fees for the use of other park areas by the public.

No person shall engage in or solicit business of any nature whatsoever from visitors, or to post signs, handbills, or advertisements, except for authorized concessions, without the prior written consent of the Managing Agency.

#### Hours of Operation

Regular day use hours within the Greenway are 5:00 AM to 11:00 PM. Red River State Recreational Facility hours are 8:00 AM to 10:00 PM.

During periods of forest fire danger or other emergency conditions, the Managing Agency may close the Greenway or any portion thereof. No person may enter or remain in closed areas except as authorized by the Managing Agency.

Please consult the Managing Agency identified on the Greenway map for more information regarding a specific area.

#### Personal Conduct and Prohibitions

Alcoholic beverages are allowed in designated areas only. Glass bottles are not permitted.

#### Personal Conduct

Disorderly Conduct: No person shall engage in brawling or fighting, use offensive, obscene, or abusive language, or engage in boisterous, noisy, or threatening conduct reasonably tending to arouse
alarm, anger, or resentment in others.
Drugs: A person's possession and use of drugs shall be
in accordance with state laws.
Noise: No person may create a disturbance that
impairs the enjoyment of the Greenway by others.

#### Public Safety; Hunting; Firearms; Weapons

Hunting and trapping are prohibited within the Greenway, unless otherwise authorized by the Managing Agency. Use or possession of any firearm, bow and arrow, sling shot air rifle, paint ball gun or pistol is prohibited. Firearms may be transported through the Greenway if kept in car trunk, or otherwise inaccessible to use. Bows may be transported through the Greenway if unstrung or enclosed in a case.

#### **Environmental Protection**

The use of metal detectors is strictly prohibited, except as authorized by the Managing Agency.

It is unlawful to damage, deface or remove any park facilities, including picnic tables, vegetation and park signs.

No person may remove any natural or cultural object from the Greenway. Possession of paint or marking materials, or tampering with, altering, or removing any sign, marker, or structure is prohibited. Driving nails or permanently installing any object is prohibited. No person shall paste, glue, tack, or otherwise post any sign, placard, advertisement, or inscription whatsoever in areas other than areas designated for such purpose.

Research studies conducted on dry land within the Greenway require a special use permit issued by the Managing Agency. Request for use of the Greenway for research studies must

be submitted to the Managing Agency in writing nine months in advance of the proposed research except, as expressly authorized by the Managing Agency.

Chainsaws, generators, and other power equipment may not be operated within the Greenway, except as authorized by the Managing Agency.

#### Fires and Refuse

Fires or other cooking or heating devices are permitted only in designated areas. No person may leave a fire without totally extinguishing it, nor discard any burning cigarettes, cigars, matches, or any other burning material within the Greenway.

The collection of firewood within the Greenway is strictly prohibited.

Personal fireworks are not permitted within the Greenway. Public displays of fireworks require a permit from the appropriate Managing Agency of the proposed display location.

No person shall bring in or shall dump, deposit, or leave any bottles, broken glass, fish or fish parts, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse; or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the grounds. All trash must be placed in the proper receptacles where these are provided; where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by persons responsible for its presence, and properly disposed of elsewhere.

Recycling is encouraged in all parks.

#### <u>Pets</u>

Pets are allowed in most areas, but must be under physical control at all times on a leash. Owners are responsible for cleaning up after their pets. Horses are allowed by permit only, in designated areas.

Feeding of wildlife is prohibited, unless authorized by the Managing Agency.

#### **Picnicking**

No person or group of persons shall unreasonably exclude others from a picnic area or shelter, except when the shelter has been reserved with consent of the Managing Agency.

#### **Boating**

The use of motorboats or outboard motors in the Greenway is permitted. Please familiarize yourself with the boating regulations of both states. Information is available at most area Chambers of Commerce, visitor centers and various retail merchants.

#### **Fishing**

General North Dakota and Minnesota fishing laws and the rules of the North Dakota and Minnesota Game and Fish Agencies apply within the Greenway. Appropriate fishing licenses are required.

#### Swimming

Swimming is strictly prohibited within the Greenway.

#### Storage and Abandonment of Personal Property

All properties left in the Greenway and not registered with the Managing Agency will disposed of as abandoned property.

#### Motor Vehicles and Snowmobiles

No person, except authorized agents of the Greenway, shall drive or may operate any vehicle, including, but not limited to, automobiles, trucks, minibikes, mopeds, motorcycles, snowmobiles, and all-terrain within the Greenway, except on roads or designated parking areas. Unless specifically designated, all-terrain vehicles are not permitted within the Greenway. No person shall operate any vehicle within the Greenway so as to endanger any person or property, nor in excess of the posted speed limit. Motorized trail bikes and all terrain vehicles are prohibited within the Greenway. Bicycles are allowed on maintained roads and trails only.

No person, except authorized agents of the Greenway shall drive or operate a motor vehicle in any park except on roads or designated parking areas. Motor vehicles may be parked only in designated parking areas or parking spurs. Motor vehicles may not be driven on roads that are posted, chained, or gated, unless authorized by the Managing Authority. Parking in an area not designated as a parking area is prohibited and subjects the vehicle to being towed at the owner's expense. Overnight parking is permitted in approved areas only. Motor vehicles must heed all posted speed limits.

All vehicles must park in designated areas.

A motor vehicle shall not be operated in excess of posted speeds or in a reckless, careless, or exhibitive manner. No person shall operate a vehicle in such a manner as to create unnecessary engine noise, tire squeals, skidding, or sliding.

#### <u>Snowmobiles</u>

Snowmobiles are allowed on designated routes only. Posted speed limits must be obeyed at all times. All trails are for specified use only; violators will be ticketed.

#### ADDITIONAL ITEMS

The Managing Agency shall have authority to promulgate rules and establish regulations to protect and regulate use of public parks and facilities within their jurisdiction, which rule and regulations shall be effective upon approval of the appropriate governing bodies. Said regulations may relate to hours, operation or recreational programs and other items reasonably designed to protect the public interest. Any member of the public aggrieved by the rules so promulgated or the regulations established by the Managing Agency, may appeal said rules to that agency and that agency shall rule on said appeal.

#### Suspension of Rules

In situations of emergency or in the case of authorized special events, the Managing Agency may provide temporary exceptions to these regulations by posting notice of the exception at the site.

The facilities, programs and employment procedures are open to all regardless of age, sex, race, color, disability, religion, national origin, or political affiliation. Contact us prior to your visit if you need an accommodation for a disability.

Revised February 18, 2003

## Vegetation and Weed Control for the City of Grand Forks Greenway

**Summary:** The primary function of the Greenway is to serve as a floodplain to allow the flow of high water through Greater Grand Forks. Fortunately this occurs on an infrequent basis and during times of normal water flow the Greenway provides seemingly endless opportunities for recreation and outdoor enjoyment.

The management of the Greenway requires a delicate balance of preserving and restoring the natural setting of the facility while continuing to provide recreational opportunities for park users. Best practices for vegetation management may not always be compatible with visitor services or access, but are necessary components to any long range planning. The function of the area is the main criteria for determining maintenance plans.

Goals and objectives: The goals of vegetation restoration and management are:

- Maintain a functional flood protection system for the protection of the community
- Provide both natural and manicured areas for the enjoyment of greenway visitors and wildlife
- o Restore/build natural bank stabilization through vegetation
- Implement and administer vegetation control methods that control weed population and encourage healthy vegetation growth

#### Types of weeds:

Noxious weeds: any species of plants "which when established is or may become destructive and difficult to control by ordinary means of cultivation or other farm practices." Noxious weeds have a high capacity for destruction and can be difficult to control or remove.

Troublesome weeds: any plant considered undesirable, unattractive, or troublesome, especially one growing where it is not wanted, as in dandelions, growing where it is not wanted

**Methods:** Vegetation management activities to maintain the native grasses within the restoration areas will include mowing, burning and use of herbicides.

#### **Riparian Restoration**

A riverbank stabilization and wildflower restoration project was started in 2005 in several areas along the Red River in the Greenway. Native grasses could be used in more areas along the river should staff determine this project is effective from both a stabilization and aesthetic perspective.

Funding for the project was received by from Red River Regional Council-Red River Basin Riparian Project, which includes North Dakota Forest Service and the Energy & Environmental Research Center as well as North Dakota Game & Fish Department. Funds from the City of Grand Forks were also used.

# **Greenway Adopt A Trail** Application

Name of Volunteer Organization				
Mailing Address				
City, State, Zip Code				
Organization Representative (Print)	Day Telephone	e Evening Telephone		
Contact Email Address				
Additional Representative	Day Telephone	e Evening Telephone		
Names of All Organization Members (a minimum of 6 members):				
Please check one or more of the following to apply. All sections are assigned on a first come, first serve basis. If the section of trail your organization has identified is not available, the <b>Managing Agency</b> will suggest an alternative. <b>Managing Agency</b> has the sole discretion in determining whether an application is accepted or rejected and whether a trail segment will or will not be available for adoption.				
Trail Segment	_Park Area	One Time Clean Up		
List the preferred trail segment or park	area (consult the attach	ned map)		

GREENW GRAND FORKS/FAST GRAND FORK Thank you for your interest in helping keep the Greenway green. With over 2,200 acres of natural space, the Greenway brings recreational, educational and environmental benefits to Greater Grand Forks residents and visitors. Unfortunately, this area also requires a lot of attention to keep it looking great. The Greenway Adopt-a-Trails an all volunteer program which gives the public an opportunity to become actively involved in conserving and maintaining the natural wealth and beauty of this unique area. A task of this size could not be possible without the time and dedication of the volunteers.

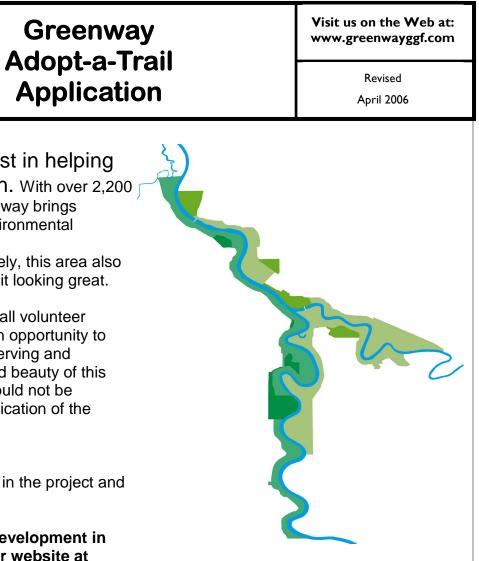
Again, thank you for your interest in the project and happy trails!

For updates on activities and development in the Greenway, please check our website at www.greenggf.com.

**East Grand Forks** 600 DeMers Avenue, East Grand Forks, MN 56721 218-773-8000

Signature of Volunteer Organization Representative

Date



# **Contact Information**

**Grand Forks** 

P.O. Box 5200, Grand Forks, ND 58206-5200 **Kim Greendahl** 70-738-8746 kgreendahl@grandforksgov.com

# **Greenway Adopt-a-Trail Application**

# **Project Overview**

### The Group agrees to:

- 1. Accept responsibility for maintaining the trail segment located in the Greenway.
- 2. Participants do not hold the **Managing Agency** responsible for death, injury, or property damage that may have been prevented by their actions.
- 3. The segment of trail must be maintained for a minimum of two years.
- 4. Maintain the segment of trail up to three times per year within a two-week span of Managing Agencies designated cleanup times, weather permitting (Usually May, July, and October). Additional cleanup activities may be done at the discretion of the Group.
- 5. Conduct maintenance activities in a safe manner and under any conditions as may be required by Managing Agency. The Group agrees to take full responsibility for the safety of each of its participants.
- 6. Pick up litter along path in adopted section. Group may decide to clean further away from trail, at their discretion.
- 7. Report any weedy growth, graffiti, unusual or suspicious events on the trail, or hazardous materials such as powders, weapons, sharp objects, or dead animals to the Managing Agency.
- 8. Be courteous to trail users.
- 9. Wear the appropriate safety items such as heavy gloves, hard hats, orange vests, and safety glasses when necessary.
- 10. Not use motor vehicles on the trail.
- 11. Require that all Group participants be:
  - Groups of at least 6 persons
  - Must be over the age of 6 to participate
    - 1 adult for every 8 participants ages 13-17
    - 1 adult for every 3 children ages 6-12
    - A signed parental consent form, found on page ten, is required for all minors prior to participating in the Greenway Adopt A Trail program.
  - Must be over the age of 18 to adopt a section.
- 13. To obtain supplies and materials from **Managing Agency** during regular business hours at Managing Agency address.
- 14. To place debris piles at the designated sites and notify managing agency within 24 hours of completion of each maintenance time.
- 15. Record and submit the number of hours volunteered by each participant to the Managing Agency. A volunteer time sheet is located on page five.

# **Greenway Adopt-a-Trail Application**

- 16. Provide a first aid kit during the time of maintenance activities.
- 17. Recycling is accepted and encouraged for the benefit of the **Group**.

### Managing Agency is responsible and agrees to:

- 1. Coordinate and facilitate the Grand Forks Adopt-a-Trail program.
- 2. Assign volunteer organizations sections of trails.
- designated area, if necessary.
- 4. Arrange to dispose of large, heavy, or hazardous materials if necessary.
- 5. Provide technical advice.
- 6. Pay for, install, and maintain Adopt A Trail signs with the name of the volunteering organization at the adopted section.
- certificates, website, newsletter, or any other form deemed appropriate).
- day notice.

### Page 3

3. Provide trash bags and dispose of trash, recyclables and other piles of rubbish from

7. Provide recognition to volunteer organizations that participate in any capacity (plaques,

8. **Managing Agency** may suspend the agreement temporarily because of construction,

repairs or high water that will take place within the limits of the assigned area. Once these activities have been completed the group will be notified and the agreement restored.

9. The term of the agreement shall commence on the date of execution stated, and shall end on the date of termination unless terminated by Managing Agency or the Group upon a 30

#### **Mobility Device Policy**

In accordance with the US Department of Justice (DOJ), Americans with Disabilities Act (ADA), revised regulations for Titles II and III, the 2010 ADA Standards for Accessible Design of 15 November, 2010, the cities of Grand Forks and East Grand Forks adopt the following policies concerning individuals with mobility impairments.

To accommodate mobility disabled persons, wheelchairs and similar devices built specifically for mobility disabilities are allowed.

Other Power-Driven Mobility Devices (OPDMD), not specifically designed for disabilities may be used on the trail, provided the devices is no more than 36" wide, Internal combustion devices including, but not limited to, all-terrain vehicles (ATV), golf carts or dirt bikes are not allowed except on trails designated for that purpose.

#### **Rationale for Policy:**

The paved trail system throughout Greater Grand Forks is designed and constructed primarily for bicycling, walking, inline skating and skateboard related activities. The popularity of the Greenway trail is verified by the heavy volume of local and regional visitors using the trail on a regular basis. The Greenway provides a valuable connection for trails throughout the community, increasing access and connectivity throughout the two communities. It is the goal of this policy to provide persons with mobility disabilities the ability the opportunity to experience what others have found to be an exceptional asset to the two communities.

The staff of the managing agencies of the Greenway Technical Committee developed the OPDMD policy based on the following criteria supplied by the Department of Justice:

- I. The type, size, weight, dimensions, and speed of the device;
  - Rationale: With the exception of the trails located within the Greenway, most trails are eight (8) feet wide. This width makes it difficult for users to pass safely on foot or bicycle. Allowing OPDMD greater than 36" wide would compound that problem. Driving off the trail for passing raised concerns for tipping from ridges between the trail and ground.
- II. The facility's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);
  - a. Rationale: Trail usage has been increasing, especially within the Greenway, and the flow of traffic at peak times has made trail navigation between users difficult. Adding OPDMD over 36" increases the potential for navigation issues.
- III. The design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user
  - a. Not applicable.
- IV. Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility
  - a. Rationale: See items i and ii.
- V. Whether the use of the OPDMD creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

#### Validation of Mobility Disability:

Persons with a mobility disability may show a valid, State-issued, disability parking placard or card, or other State-issued proof of disability that has been issued to them, or they may state that they are using the mobility device due to a mobility disability. Representatives of the Cities of Grand Forks and East Grand Forks law enforcement may not ask about the nature and extent of the individual's disability.

Department of Justice ADA regulations also add that the claim of a mobility disability must be considered valid as long as it is not contradicted by observable fact.

Questions concerning this policy should be directed to 701-738-8746.

#### **City of Grand Forks Greenway Tree Planting Program**

Adopted this  $21^{st}$  day of June, 2004 by the Grand Forks City Council.

Program Guidelines:

Interested parties can work with a local entity of their choice or by themselves to purchase and arrange for the planting(s) at their cost a tree or shrub from the list of approved species (attached).

If the individual or interested parties desire to plant a species that is not on the approved list than it must be approved in writing by the City of Grand Forks Greenway Staff or designated City Representative before purchasing and planting this species in the greenway.

The tree stock or nursery chosen must meet the standards of the American Association of Nurserymen Standards. This must be reviewed and approved by the City of Grand Forks Greenway Staff or designated representative. If it is desirable to move a tree from a private or commercial property by the property owner, this would be allowed if the tree stock meets the standards of the American Association of Nurserymen Standards. Trees, shrubs, and conifers appropriate for planting in the park are identified on the attached approved species list.

The location for the planting will be determined by City of Grand Forks Greenway Staff or designated representative and coordinated with Grand Forks Park District as well as other entities as determined by the City of Grand Forks.

The City of Grand Forks will be responsible for locating utilities prior to planting the tree(s) and clarify that the location is not a culturally sensitive area.

Once planted the tree(s) or shrub(s) are established by the donator they will become property of the City of Grand Forks and therefore will be maintained by the City of Grand Forks. The tree will be removed and will not be replaced if deemed appropriate by the City of Grand Forks Greenway Staff or designated representative if it has been damaged or destroyed by vandalism or natural means such as disease, winds, or floods. If an enhancement or development is planned for the greenway, staff will try to relocate the trees if at all possible.

No plaque or other type of recognition will be given to those donating the planting in the greenway near the tree or shrub although other means of recognition will be given as deemed appropriate by City of Grand Forks Greenway Staff or other designated representative of the City of Grand Forks. Please provide contact information for recognition to be given to the appropriate individuals.

#### **City of Grand Forks Greenway Tree Planting Program**

 Name of participant(s)

 Address
 City
 State
 Zip

Contact Phone Number(s)

By signing below I acknowledge that I have read this program statement completely and I understand the responsibilities, the hazards and the privileges of participating in the Tree Planting Program. My participation in the program is voluntary, and I agree to accept the risks connected with this activity, and further agree on behalf of myself, my heirs and assigns to hold harmless the City of Grand Forks and its employees from liability for damages, including injury or death resulting from participation in this program.

Signature of Participant

Signature of Parent or Guardian if Participant is under the age of 18 years

Date

By signing below I acknowledge that I have read this program completely and I understand the responsibilities of the City of Grand Forks Greenway involved the Tree Planting Program.

Signature of City of Grand Forks Greenway Staff or Designated Representative

Date

#### Approved List of Species – Trees, Shrubs, and Conifers:

Patmore Green Ash Summit Ash Prairie Spire Ash Cottonwood (native seed and seedless accepted) Amur Chokecherry Pin Cherry Fallgold Ash Northern Pin Oak Swamp White Oak Bur Oak Quaking Aspen Siouxland Popular Sandbar Willow Peachleaf Willow Niobe Willow Northern Fountain Willow False Indigo Tartarian Maple Shadblow Serviceberry American Linden Basswood Snowbird Hawthorn Hackberry Spring Snow Crabapple Little Leaf Linden Norlin Linden **Discovery Elm** Homestead Elm **Black Hills Spruce** Norway Spruce Scotch Pine Austrian Pine Ponderosa Pine Eastern Red Cedar Taunton Yew Maney Juniper Scandia Juniper Red Osier Dogwood Dakota Goldrush Potentilla Goldmound Spirea Miss Kim Lilac Glossy Black Chokeberry Alpine Currant Compact American Cranberry Bush

# ORDINANCE ENACTING ARTICLE 4 OF CHAPTER XIV OF THE GRAND FORKS CITY CODE RELATING TO THE GRAND FORKS GREENWAY

BE IT HEREBY ENACTED BY THE CITY COUNCIL OF THE CITY OF GRAND FORKS, NORTH DAKOTA, PURSUANT TO THE HOME RULE CHARTER OF THE CITY OF GRAND FORKS, NORTH DAKOTA, THAT:

#### SECTION 1. ENACTING CLAUSE

Article 4 of Chapter XIV of the Grand Forks City Code is hereby enacted to read as follows:

#### 14-0401. Purpose.

The City Council of Grand Forks deems it necessary and desirable to adopt ordinances to provide for the safe and peaceful use of the greenway areas and facilities for the educational and recreational benefit for the public; the protection and preservation of the Greenway; and for the safety and general welfare of the public while using and enjoying the Greenway.

#### 14-0402. Definitions.

The following definitions are to only apply to the ordinances in this chapter entitled "The Greenway." Any other definition provided by the code is superceded by these definitions concerning the ordinances appearing in this chapter only.

- (A) "Commercial Use" means any authorized use of the Greenway by a business, club, non-profit organization and/or fraternal society.
- (B) "City Council" refers to the Grand Forks City Council.
- (C) "Employee" means any full-time, part-time, or volunteer of the City of Grand Forks.
- (D) "Greenway" refers to the physical space controlled by the City Council generally described as the wet side of the toe of the levee adjacent to the riverbank, excluding areas leased to the Park District and flood protection features such as floodwalls, levees, and pump stations. The Greenway generally starts at approximately fifty (50) feet north of the centerline of the north pedestrian bridge, north of Riverside Dam, to the centerline of the south end drainway as more particularly shown on appendix A.
- (E) "Motor Vehicle" means every device in, upon, or by which person or property is or may be transported or drawn upon a roadway except devices moved by human power.

- (F) "Person" or "persons" means individuals, firms, corporations, societies, or any group or gathering whatsoever.
- (G) "Permit" means written permission to conduct specified activities as provided in this article.
- (H) "Special Events" refer to any scheduled events which are to be conducted within the physical boundaries of the Greenway area.
- (I) "Wildlife" means any living creature, not human, wild by nature, including but not limited to mammals, birds, amphibians, insects, reptiles, crustaceans, or mollusks.

#### 14-0403. Hours of Operation.

- (A) Except as otherwise authorized by the City Council, the Greenway shall be open to the public from 5:00 AM to 11:00 PM. It shall be unlawful for any person to enter or remain in the Greenway at any other time without a special permit issued by the City Council except for authorized employees of federal, state or local government.
- (B) The City Council is authorized to close the Greenway and any portion thereof for the protection of the property, public health, safety, welfare, and or any other reason it deems sufficient.

#### 14-0404. Use Fee – Failure to Pay Use Fee.

It shall be unlawful for any person to use without payment any facility or area for which a permit is required or a user fee is charged unless the payment is waived prior to the usage of the facility by the City Council.

#### 14-0405. Special Use and Commercial Uses.

A permit is required for scheduled special events and commercial uses of the Greenway. It shall be unlawful to conduct such a gathering using either the Greenway or any of the Greenway facilities, including but not limited to the outdoor shelters in the Greenway without obtainment of said permit.

#### 14-0406. Alcohol Use or Possession Prohibited in Greenway Without Permit.

- (A) No alcoholic beverage shall be consumed or possessed in the Greenway except at such locations and times as may be authorized by permit issued by the City of Grand Forks or the director of the Park District of the City of Grand Forks as provided herein.
- (B) The City of Grand Forks and/or the director of the Park District of the City of Grand Forks or his or her designee may attach such terms and conditions to a permit as may be reasonably necessary to protect public health, welfare, and safety.

- (C) Notwithstanding the issuance of a permit, no alcoholic beverage shall be allowed in restroom facilities located on City property in the Greenway or within one hundred (100) feet of any swimming or playground area in the Greenway.
- (D) No person shall bring any kegs upon City of Grand Forks property in the Greenway without first obtaining a permit therefor issued by the City of Grand Forks or the director of the Park District of the City of Grand Forks.
- (E) Notwithstanding the issuance of a permit, no person shall bring or possess glass bottles upon City of Grand Forks property in the Greenway.
- (F) The provisions of this section shall not apply to the sale, purchase, consumption or possession of alcoholic beverages authorized pursuant to a permit issued by the City of Grand Forks or the director of the Park District of the City of Grand Forks.

#### 14-0407. Public Safety.

It shall be unlawful for any person to:

- (A) Have in his/her custody, possession or control within the Greenway any dangerous weapon as defined in Section 9-0120 of the Grand Forks City Code.
- (B) This section shall not prohibit the possession of a dangerous weapon by a licensed law enforcement official acting within the scope of his or her official duties.

#### 14-0408. Environmental Protections.

It shall be unlawful for any person to:

- (A) Possess any paint or marking materials that may be used to tamper with or alter any sign, building or other structure within the Greenway.
- (B) Collect or gather any firewood from within the Greenway.
- (C) Conduct research studies or experiments within the Greenway without a permit.
- (D) Operate, possess or bring into the Greenway any chainsaws, or generators, except as otherwise authorized by the City Council.
- (E) To light or start a fire in any unauthorized portion of the Greenway.
- (F) Leave any fire still burning or smoldering without totally extinguishing the fire. Any discarding of burning materials including coals, burning embers, cigarettes, matches, or any other burning material is strictly prohibited.
- (G) Camp within the Greenway unless conducted in designated areas and as authorized

by the City Council.

(H) No person except Greenway personnel shall enter, disturb or alter any culturally sensitive area as defined or designated by the City of Grand Forks.

#### 14-0409. Disturbance of Natural Features.

It shall be unlawful for any person to:

- (A) Intentionally remove, alter, injure, or destroy any tree, shrubs, grass, flowers, other vegetative or plant material, rock, soil or mineral with out special permit.
- (B) Harvest, grow, or cultivate any plants, flowers, or other vegetation without prior obtainment of a permit within the Greenway.

#### 14-0410. Animals in Greenway.

It shall be unlawful for any person to ride or bring any horse, cattle, mule, donkey, sheep, goat or other hard-hoofed animal into the Greenway without first obtaining a permit therefor from the City of Grand Forks.

#### 14-0411. Protection of Wildlife.

It shall be unlawful for any person to release or abandon any animal within the Greenway without first obtaining a permit therefor.

#### 14-0412. Picnicking.

It shall be unlawful for any person to:

- (A) Assume exclusive use of a picnic site or shelter without a permit.
- (B) Use a shelter or picnic area within the Greenway if said shelter has been reserved by another group or entity.
- (C) Conduct picnic activity at the reservation site or shelter contrary to the permit issued or otherwise violate any provisions this chapter.
- (D) Set up temporary shelters, tents, tarps, canopies, and other such devices without authorization or special permit by the Grand Forks Public Information Office through the special event application.

#### 14-0413. Motor Vehicles.

It shall be unlawful for any person to:

- (A) Operate a motor vehicle except in designated areas.
- (B) Park or leave a vehicle standing except in a designated area and then only in a manner not to restrict normal traffic flow.
- (C) Leave a motor vehicle parked in the Greenway for more then 24 hours.
- (D) Wash, polish, grease, or perform any other maintenance on a vehicle in the Greenway. This provision shall not, however, apply to necessary repairs to remove a vehicle from the Greenway.
- (E) The provisions of this section shall not apply to law enforcement or emergency response personnel and vehicles or any other personnel or vehicles specifically authorized by the City of Grand Forks.

#### 14-0414. Application for Permits.

Any person seeking the issuance of a permit required under this article shall file an application with either the City of Grand Forks or the Park District of the City of Grand Forks or his/her designee.

#### 14-0415. Standards for Issuance of a Permit.

The City of Grand Forks or the Park District of the City of Grand Forks shall issue a permit hereunder only upon the findings:

- (A) That the proposed event, activity, or use of the park property will not unreasonably interfere or detract from the general public's enjoyment of the Greenway.
- (B) That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety, and recreation.
- (C) That the proposed activity and use is not reasonably anticipated to incite violence, crime or disorderly conduct.
- (D) That the proposed activity will not entail unusual, extraordinary, or burdensome expenses of maintenance, cleanup, security, or police operations.
- (E) That the granting of the permit will not conflict with any other permit already granted or for which application is pending.
- (F) That the granting of the permit will not create a substantial risk of injury to persons or damage to property in the Greenway or surrounding area.

#### 14-0416. Revocation of Permit.

The City of Grand Forks and the Park District of the City of Grand Forks reserves the right to, at

his/her discretion, revoke or suspend any permit issued under this ordinance when the City of Grand Forks or the Park District of the City of Grand Forks finds that any of the standards for issuance of a permit no longer are compiled with or when the public health, safety, and welfare warrant the revocation of said permit.

#### 14-0417. Delegation of Authority.

Authority granted under this article may be delegated.

#### 14-0418. Penalties for Criminal Offenses.

Every person convicted of a violation of a criminal offense as set forth in Grand Forks City Code 14-0407, shall be punished by a fine not to exceed One Thousand and No/100 (\$1,000.00) Dollars or by imprisonment not to exceed thirty (30) days or by both such fine and imprisonment in the discretion of the court. The court shall have the power to suspend said sentence and to revoke the suspension thereof, except as otherwise provided.

#### 14-0419. Penalties for Non-Criminal Offenses.

Except as otherwise provided herein, every person convicted of a violation of a non-criminal offense as set forth in this article except 14-0407 shall be punished by a fine not to exceed Five Hundred and No/100 (\$500.00) Dollars in the discretion of the court. Except as otherwise provided, the court shall have the power to suspend said sentence and to revoke the suspension thereof.

#### SECTION II. EFFECTIVE DATE

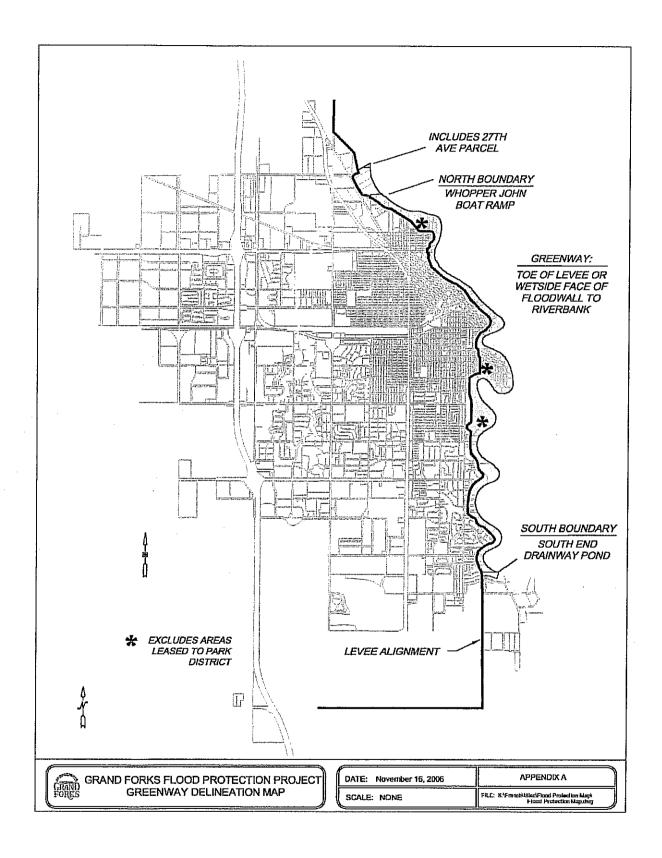
This ordinance shall be in full force and effect after its passage and approval as provided by law.

MICHAEL R. BROWN, Mayor

ATTEST:

JOHN M. SCHMISEK, Director Finance & Administrative Services

Introduction and first reading: August 7, 2006 Public Hearing: N/A Second reading and final passage: November 20, 2006 Approved: November 20, 2006 Published: Title and Penalty Clause. December 2. 2006.



#### **RESOLUTION NO. 09 – 12 - 84**

Council Member DeMers, supported by Council Member Pokrzywinski, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks, Minnesota, desires to adjust some of the City fees and charges presently in effect;

NOW THEREFORE, BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the following fees and charges in the right hand column are hereby approved and adopted, to be effective January 1, 2010;

Fee	Current	- Proposed
Hockey (5 -6 yrs old)	\$60.00	\$65.00
Hockey (7-8 yrs old)	\$150.00	\$165.00
Hockey (9-10 yrs old)	\$200.00	\$220.00
Hockey (11-15 yrs old)	\$325.00	\$360.00
Family fee	\$575.00	\$630.00
Figure Skaters (basic skills)	\$60.00	\$65.00
FS (freestyle)	\$100.00	\$110.00
FS (synchro)	\$200.00	\$220.00
Baseball (5-6 yrs old)	\$50.00	\$55.00
Baseball (7-8 yrs old)	\$80.00	\$90.00
Baseball (9-12 yrs old)	\$90.00	\$100.00
Baseball (13 yrs old & up)	\$125.00	\$135.00
Softball (7-12 yrs old)	\$80.00	\$90.00
Softball (13-15 yrs old)	\$125.00	\$135.00
Playground (6-10 yrs old)	\$55.00	\$60.00
Tennis (7-12 yrs old)	\$60.00	\$65.00
Tennis (13-18 yrs olds)	\$90.00	\$100.00
Greenway Fee	0.00	\$1/ Per Utility Account

BE IT FURTHER RESOLVED, the Greenway Fee shall be dedicated to the Greenway Capital Fund for capital expenditures on trails and trailheads.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew. Voting Nay: None.

The President declared the resolution passed.

Passed: December 1, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 1<sup>st</sup> day of December, 2009.

Mayor

## **Special Event Permit Application**



The information provided in this document is intended to help you plan a safe and enjoyable event. The staff of the Public Information Center is dedicated to making this process flow as quickly and smoothly as possible. To accomplish that, it's important this form be completed in its entirety, and that all additional documents that are requested be submitted. If you have any questions or need assistance completing this application, please contact the Grand Forks Public Information Center at 701-746-4636.

All of the following sections are to be completed by the event coordinator or representative, and are subject to the following requirements:

- Type or use black or blue ink
- Print clearly
- Complete the application no later than 15 business days prior to the event (Applications completed after this deadline may jeopardize approval)
- Use of Town Square will include additional costs and a mandatory walkthrough

All applications must be signed and witnessed by a notary public. This service is available in the Public Information Center and other City Hall locations.

#### **Processing Procedure:**

- The Public Information Center will review the completed application and notify all required agencies and / or departments.
- All departments and / or agencies involved will need to approve of the event and notify the Public Information Center.
- Notification of the status of your application will be available from the Public Information Center within 5 business days after submission.



## **GF Special Event Permit Application**

Event Representative(s):		
Address:		
Phone:	Fax:	
Email:		
Name of Event:	Date(s) of Event:	
Time of Event: From:	To:	
Sponsoring Organization(s):		
Address:	· · · · · · · · · · · · · · · · · · ·	
Phone:	Fax:	
Email:		
	pprovelocation=Please contact=Public Information Cer	nter
Estimated Number of Total Attendants:		
Do you plan to sell alcohol or will alcoho	ol be present? (please explain)	
Anoroval required from City Clerk Polic	ce Department & Fire Department	

Will your event involve the use of a tent or canopy?
Approval required from Fire Department
If yes, if the tent or canopy flame retardant?
Who will erect the tent or canopy?
What date will it be erected?
Will your event involve a bonfire or other open burning of any nature?
Will your event involve a fireworks display? Approval required from Fire Department—Include dimensioned site plan
If yes, list ATF License Holder
ATF License Number
Pyrotechnic Operator's License # (Include License Classification)
Provide the following information:
Quantity of pyrotechnic or special effect material for each device; MSDS on each device used; exact description of the desired effect
Location of materials during display
Storage locations & provisions for return of unused materials after display
Type of fire extinguishing equipment available on site
Attach Proof of Current General Liability Insurance and Workers Compensation coverage. The City of Grand Forks, agents and employees shall be named as an additional insured on the General Liability certificate.
Will your event involve the sale of food and/or beverages?
Approval required from City Clerk Cooking equipment needs approval from Fire Department
Vendors must be approved by Rublic Health
Will you be selling any kind of merchandise at your event?
Permit-required from City-Clerk

•

Will this event require street closure or any other traffic obstruction concerns?

Approval needed from Public Works, Police Department and Fire Department Attach map of parade route or of roads that will be blocked off

Do you have plans for recycling and waste disposal?

Approval needed from Public Works

Is sufficient parking available for this event? (please explain)

Approval needed from Police Department and Fire Department

Is this event a Neighborhood Block Party? Approval needed from Community Service Bureau

If event includes a parade, fun run, bike race, etc. please include map of route Approval needed from Police Department, Fire Department and Street Department

Does event include a party, festival or celebration that requires a noise variance?

If so, do you need electricity?

PA System?

Charges apply

If you plan to use Town Square, please indicate any planned decorations.

If using Town Square, please indicate how you plan to clean up after the event. If you plan to contract with the City, please write "Contract with City" Charges may apply

\*\*\*\* Events requiring Police or Fire Officers on site may require additional fees \*\*\*\*

If you have any questions on how to make your event accessible to persons with disabilities please contact Options at 218-773-6100.

Please contact Altru Health System at 701-780-1551 if you will need an Ambulance or Bike Medics, as well as any other medical needs at your event.



#### REIMBURSEMENT, INDEMNITY AND HOLD HARMLESS AGREEMENT

The applicant must promptly reimburse the City for any costs incurred of any kind that are a result of use by applicant under the permission granted. This includes, but is not limited to; cleanup, maintenance, preventive, or replacement costs.

Furthermore, applicant hereby agrees to defend the City and its employees and hold harmless the city from any and all liability to any person or entity that may be caused by damage or injury incurred as a result of this event.

This agreement is effective on the date of which this event is to take place and is complete for the entirety of the event.

<u>Individual Applicant:</u>	Sponsoring Organization:
Print Name:	Print Name:
Signature:	Signature:
Address:	Address:
Drivers License #:	Federal Tax ID:
Subscribed and sworn to before me, a No, 20	otary Public, thisday of

Notary Public Grand Forks County, North Dakota My Commission Expires: \_\_\_\_\_



# City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721 218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

### APPLICATION FOR SPECIAL EVENT

License Fee: \_\_\_\_

Organization Informatio	n					
Organization Name		Organization Phone Number				
Organization Address		City	State	Zip		
Applicant Information						
Applicant Name		Applicant	Applicant Phone Number			
Applicant Address		City	State	Zip		
Special Event Information	on					
Date of Event	Start Time	End Time				
Explanation of Event						
Route/Area of Event (include	map)					
Special Requests (Staff, Road						

I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

Signature of Applicant

Date

Print Name

Title

## **City of East Grand Forks Map**



## City of East Grand Forks Application for Special Event

Internal Use Only				
The following items need to be completed and/or attached in order for the application to be processed:				
*Application fee paid in full:  yes  no Payment Type:  cash  check # Receipt #				
*Application completed in full and signed: $\Box$ yes $\Box$ no				
*Map of route is provided: $\Box$ yes $\Box$ no				
*MnDot (if applicable): $\Box$ approved $\Box$ denied $\Box$ n/a				
*Appropriate Staff: $\Box$ approved $\Box$ denied $\Box$ n/a				
Notes:				
Staff Signature: Date:				
*Council Approval/				
Notes:				
City Administrator Signature: Date: Date:				
*License Number				



www.gfparks.org

#### 1423 **Grand Forks Park District Special Use Permit**

PLEASE CONTACT THE PARK DISTRICT OFFICE 1-2 WEEKS PRIOR TO EVENT

Events requiring Park Board approval must be submitted at least 30 days prior to event

\* 1210 7<sup>th</sup> Ave S \* PO Box 12429, Grand Forks, ND 58208-2429

701/746-2750 + 701/746-2753(FAX) + 701/775-1413(After hours answering service) Any misrepresentation in this application or deviation from the final approved specifications

	and activitie	es described hereir	ı may result in i	the immec	liate revocation of the approv	ed permit.
<ul> <li>You must obey all city ordinances</li> <li>No open flames/fires permitted in buildings exce cancelled</li> <li>The Grand Forks Park District reserve</li> </ul>	ept under chaf	fing dishes • Clean	up after yourse	elf • Appli	ication fees are non-refundab	le if event is
⇒ THE GRAND FORKS PARK DISTRICT IS N	OT RESPONS	SIBLE FOR LOST	FOR OFFICE U			in or it 5 lucinities.
OR STOLEN PROPERTY. ⇒ ALL PERSONAL PROPERTY MUST BE REM	MOVED AND		Teef			□ cash
CLEANED SAME DAY OF EVENT/RENTAL		BUILDING	rees	J	Key Deposit \$	
➡ TIME-LINES MUST BE FOLLOWED IN CAS BEFORE OR AFTER YOUR EVENT/RENTA	L.				□ charge □ □ invoiced	
➡ NO ADMISSION TO FACILITY UNTIL AFT YOUR EVENT/RENTAL UNLESS PREAPPR	OVED.		□ SIGN(S)	GIVEN	– If applicable	PO#
➡ VENDORS MUST BE LOCATED IN VENDOR			Approved		I	Date:
<u> </u>	AP	PLICANT INFO				
Organization/Group:			Prima	ry Cont	tact:	
Address:	J					
City:	State:			Zip C	ode:	
Phone: Please list the Primary Contact's phone	numbers:	Day:			Cell:	
		Evening:			Fax:	
· ·	J	EVENT INFOR	MATION		ar 1	· · · · · · · · · · · · · · · · · · ·
$\Box$ Walk/Run $\Box$ Music <sup>4</sup> $\Box$ Festival <sup>2,</sup> $\Box$ Family Picnic <sup>1, 2</sup> $\Box$ Tent/Canopy (s	<sup>3</sup> 🗆 Build	ling Rental <sup>2</sup>	] Wedding <sup>1</sup>	, 2	Park / Site Requeste	d:
□ Family Picnic <sup>1, 2</sup> □ Tent/Canopy (s	size sq	ft) <sup><math>I, 2</math></sup> $\Box$ Comp	any Picnic <sup>1</sup>	1,2	1	
□ Animal/Carnival Rides <sup>3,4</sup> □ Bandm	nobile Rer	ntal 🗆 Extra P	ower Panel		Date Requested:	
□ Table Rentals (aluminum picnic/15 ava					Dute Requested.	
$\Box$ Other <sup>1, 2,3,4</sup>	,					
Start Time: Fin	nish Time	•			# Of People:	
<sup>1</sup> If a tent is being placed on Park District p	property, va	n may be requir	red to contact			2560) for
inspection and approval. Also, you must co	ontact the Gi	rand Forks Park	District at le	ast 24 ho	ours nriar to setting un the	tent to insure
proper procedures are met. <sup>4</sup> If food produce	cts are being	g dispensed, app	roval from th	he Publi	c Health Dept. (701/787-8	(100) may be
required. Must provide proof of Insurance	ce. ' Must pi	rovide vendor's	name/phone/	/address	/license	
Is your function open to the public? $Y / N$	Are you s	elling/dispensir	ng a food iter	m?Y/I	N Are you charging a fee	?Y/N
For any event at which merchandise is sold, a	admission or	r entry fees are co	ollected; the P	Park Dist	rict requires that a minimu	ım of 10% of
gross sales be paid to the Grand Forks Park. Event Description: (Give brief description o	District. Soi	me activities migh	t require proo	f of insur	ance or Indemnity/Hold Ha	rmless Agreement.
Event Description. (Give oner description o	1 the event)_					
	<u>a</u> n					
	wroup <b>r</b>	ermit For Alco	nolic Bever	ages		IT ISSUED
AND RECREATION AREAS	cial ${f E}$ ven	nt <b>P</b> ermit For A	Alcoholic Be	everage	es line internet	
10						
This Permit entitles the holder to bring alcoholic b property is not otherwise posted or restricted. (Nu	imber mav ex	o all properties own cceed 10 individua	ed and operate (is)This Permit a	d by the G allows onl	Frand Forks Park District, prov	ided such
property is not otherwise posted or restricted. (Number may exceed 10 individuals) This Permit allows only the possession of alcoholic beverages by adults (21 years of age and older) and is not a license to sell such beverages*.						
This permit is not transferable. The holder of this permit is responsible for the actions and conduct of all persons in his/her group and must assure that all						
laws of the State of North Dakota and all ordinances of the City of Grand Forks and the Grand Forks Park District are abided by. Failure to abide by such laws and ordinances will result in the revoking of this permit for such period of time as shall be determined by the Board of Park Commissioners or its						
designated agent(s). Permit issued for one event, location, date and time. Special conditions to be agreed upon by the Park District and permit holder.						
*If alcohol is to be sold at the event, the Applicant must obtain permission from the Grand Forks City Council for a special alcohol permit. The Applicant must agree to the conditions of the City of Grand Forks and the Grand Forks Park District relative to the conditions and restrictions of the distribution and or						
sale of the alcohol relative to the safe consumption	n by the recip	pients.	District relative	to the cor	านแบกร สาม ายรเกิดแบกร บั ไทย	uisanbuuon and or
THE BOARD OF PARK COMMIS	SIONERS O	R ITS AGENTS	RETAIN THE	AUTHO	RITY TO REVOKE ANY PL	ERMIT.
KEY MUST BE PICKED UP AT PARK DIST	RICT OFFIC	TE (M_F 74 M_50	M			
Signature of person authorized to b		•	,		Dat	P
	Points		•		Dat	~

White - Office Yellow - Department Manager Pink - Customer



#### GRAND FORKS PARK DISTRICT SHELTER RESERVATION

PUBLIC MEETING: No person shall call or hold any public meeting or give any concert or public entertainment of any kind in the Park District Parks without the express consent of the Park District.

An attempt will be made to provide each area with an adequate number of picnic tables; but it is requested that tables be shared with family groups not covered by this reservation. No bonfires are permitted, use fireplaces. All vehicles shall be confined to the paved park roads or parking areas. (DO NOT PARK ON THE GRASS).

PLACE ALL GARBAGE IN TRASH CONTAINER PROVIDED.

**No refunds of fees for reservations.** Any changes in reservation date must be made 10 days prior to scheduled date. We do reschedule "Rainouts" upon request.

I agree that I and our organization will be responsible to see that all Grand Forks Park District Regulations and Ordinances are obeyed.

The Grand Forks Park District reserves the right to deny or grant any park shelter requests.

DATE REQUESTED         PARK DISTRICT OFFICE: 701-746-275           (9:00 AM – 9:30 PM)         AFTER HOURS ANSWERING SERVICE: 701-775-141					
SHELTER REQUESTED:	Lincoln Drive #2 #3 #4 University #1 #2 #3 _				
Riverside #1 #2	Sertoma #1 #2 Jaycees #1 Bringewatt #1 Op	otimist #1			
ESTIMATE OF NUMBER A	ATTENDING EVENT PURPOSE				
GLASS BEVERAGE CONTAINERS PROHIBITED IN PARK AND RECREATION AREAS	□ Group Permit For Alcoholic Beverages □ NO PERM	AIT ISSUED			
This Permit entitles the holder whose name appears below to bring alcoholic beverages onto all properties owned and operated by the Grand Forks Park District, provided such property is not otherwise posted or restricted. This Permit allows only the possession of alcoholic beverages by adults (21 years of age and older) and is not a license to sell such beverages. This permit is not transferable. The holder of this permit is responsible for the actions and conduct of all persons in his/her group and must assure that all laws of the State of North Dakota and all ordinances of the City of Grand Forks and the Grand Forks Park District are abided by. Failure to abide by such laws and ordinances will result in the revoking of this permit for such period of time as shall be determined by the Board of Park Commissioners or its designated agent(s). Permit issued for one event only; number may exceed 10 individuals.					
FEE RECEIVED \$ □ Cash □ Check □ Charge □ Invoiced (PO#) <i>APPROVED</i>					
Customer Info: The Applicant hereby certifies that he/she has read the stated terms and agrees to abide by the terms as set forth.					
NAME ORGANIZATION					
ADDRESS					
PHONE	(Signature)	(Date)			