



Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: July 26, 2022 Resolution No. 22-408
Offered by Commissioner: Jugovich

Chester Bowl Improvement Club, American Rescue Plan Act Funds

WHEREAS, On March 11, 2021, the President of the United States signed into law the \$1.9 trillion American Rescue Plan Act (ARPA) to provide continued relief from the impact of COVID-19 pandemic; and

WHEREAS, Approximately \$350 billion of the ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the COVID-19 pandemic; and

WHEREAS, Funds received are required to be used in accordance with the Coronavirus Local Fiscal Recovery Fund (CLFRF) requirements as provided within the guidance issued by the United States Treasury:

- To respond to the public health emergency
- To address its negative economic impacts
- To serve the hardest hit
- To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, St. Louis County has been awarded \$54,536,596 in ARPA funds to be used in accordance with the above requirements; and

WHEREAS, The County Board has allocated up to \$900,000 of ARPA funds to be used for youth recreation projects; and

WHEREAS, The Chester Bowl Improvement Club (CBIC) has identified a project as part of the Chester Bowl Park area that will provide recreation opportunities for youth and adults impacted by the pandemic; and

WHEREAS, The CBIC has submitted documentation seeking funding assistance in the amount of \$125,000 from the County's ARPA funds to support its bridge and Chalet construction and renovation project; and

WHEREAS, The underlying property and Chester Bowl Park area is owned by the City of Duluth; and

WHEREAS, The City has indicated that if the County were to authorize funding for Capital Improvements at this location, and if after additional analysis it was determined the project should be managed by the City, the City would accept these funds on behalf of the CBIC.

THEREFORE, BE IT RESOLVED, That after an initial review of the Project Eligibility form, application and other submitted materials, the project proposed has been determined to be eligible as it is an enumerated use within a disproportionately impacted community by the pandemic.

RESOLVED FURTHER, That the St. Louis County Board approves the use of \$125,000 of American Rescue Act Plan funding to assist with the construction of the Chalet project.

RESOLVED FURTHER, That the City of Duluth and/or CBIC shall comply and submit all necessary information, documentation and reporting materials required by the County, State or US Treasury to ensure that the project meets any and all conditions as required under the American Rescue Plan Act.

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate County officials to enter into and execute any funding agreement(s) and associated documents with the City of Duluth and/or CBIC as necessary to administer the program and comply with the American Rescue Plan Act.

COUNTY OF ST. LOUIS
ARPA Grant Agreement 5771O

This ARPA Grant Agreement (the “Agreement”) is entered by and between the **County of St. Louis**, a body corporate and politic existing under the laws of the state of Minnesota (the “County”), and **City of Duluth**, (“Duluth”), a municipality existing under the laws of the state of Minnesota, with offices located at **City Hall, Room 20, 414 West 1st Street, Duluth, Minnesota 55802**.

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”), Pub. L. No. 117-2, 135 Stat. 4 (2021), was enacted in March 2021; and

WHEREAS, the portion of section 9901 of ARPA that is codified at 42 U.S.C. § 803 established the Coronavirus Local Fiscal Recovery Fund (the “CLFRF”); and

WHEREAS, the final rule concerning the CLFRF (the “Final Rule”), 31 C.F.R. pt. 35, was adopted by the Secretary of the U.S. Department of the Treasury (“Treasury”) in January 2022; and

WHEREAS, the County received an award of funds from the CLFRF under 42 U.S.C. § 803(b)(3); and

WHEREAS, the County wishes to make, and Duluth wishes to receive, a grant of funds from the CLFRF in the amount of \$125,000.00; and

WHEREAS, the use of funds from the CLFRF is limited to certain eligible uses as provided in 42 U.S.C. § 803(c) and 31 C.F.R. §§ 35.6–.8; and

WHEREAS, the funds granted to Duluth shall be used for the purpose of the projects more fully described in the Chester Park Capital Improvements Description attached hereto as Exhibit A and incorporated by reference and for no other purpose; and

WHEREAS, this use is an eligible use of funds under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d); and

WHEREAS, on July 26, 2022, the County Board of Commissioners adopted Resolution No. 22-408 approving the grant.

NOW, THEREFORE, the County and Duluth agree as follows:

INCORPORATION OF RECITALS

1. The foregoing recitals are incorporated herein by reference and made part of this Agreement.

DULUTH’S RESPONSIBILITIES

2. Duluth shall use the grant funds provided under this Agreement for the projects more fully described in Exhibit A and for no other purpose.
3. Duluth shall comply with ARPA, the Final Rule, any interpretive guidance issued by

Treasury with respect to ARPA or the Final Rule, and any other applicable law relating to this Agreement, and shall require the Chester Bowl Improvement Club to do so as well. Duluth shall promptly comply with any reasonable request made by the County for the purpose of monitoring or ensuring compliance with this Agreement or any applicable law relating to this Agreement, and shall require the Chester Bowl Improvement Club to do so as well.

4. Duluth's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Duluth agrees to maintain such evidence for a period of six (6) years from the termination of this Agreement or longer if any audit in progress requires a longer retention period.

COUNTY RESPONSIBILITIES

5. The County shall pay Duluth One Hundred Twenty-five Thousand Dollars and no cents (\$125,000.00) in accordance with the terms and conditions in this section. The County will release fifty percent of the grant funds as soon as possible after the last date shown on the signature pages below. The County will release the remaining fifty percent of the grant funds within thirty-five days after its receipt of (a) written notice that the projects have been completed or (b) invoices in the amount of at least \$62,500.00 for project costs incurred after the date of the County's initial payment.
6. The County shall be available for meetings and consultations related to this Agreement.

COMPLIANCE WITH LAWS

7. Duluth agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. Duluth further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over Duluth's performance of its obligations set forth in this Agreement.

INDEMNIFICATION

8. To the fullest extent permitted by law, Duluth shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from Duluth's performance of its obligations set forth in this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Duluth, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

9. To the fullest extent permitted by law, Duluth shall indemnify the County for all losses that (a) are incurred by the County, (b) arise from the acts or omissions of Duluth in connection with this Agreement, and (c) result from the recoupment of any funds by Treasury under 42 U.S.C. § 803(e) and 31 C.F.R. § 35.10.

AMENDMENT

10. Any amendment, variation, modification, or waiver of the provisions of this Agreement shall be valid only when they have been reduced to writing and signed by the authorized representatives of the County and Duluth. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

DEFAULT/TERMINATION

11. If Duluth fails to perform any of the provisions of this Agreement, such failure shall constitute a default. Unless Duluth's default is excused by the County, the County may, upon written notice, immediately terminate this Agreement in its entirety. The County may, but is not required to, allow Duluth to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If Duluth fails to cure its default in accordance with the terms or within the timeframe required by the County, this Agreement shall automatically terminate.

NOTICES/COMMUNICATION

12. All notices and demands pursuant to this Agreement shall be directed in writing to:

City of Duluth

Jen Carlson
Finance Director
414 W 1st Street City Hall, Room 20
Duluth, MN 55802
218-730-5350
Jcarlson0@duluthmn.gov

St. Louis County

Brian Fritsinger
Deputy Administrator
100 N 5th Avenue W, Room 202
Duluth, MN 55802
218-726-2488
FritsingerB@stlouiscountymn.gov

MINNESOTA LAW TO GOVERN

13. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

WAIVER

14. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

SEVERABILITY

15. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

DEBARMENT

16. By entering into this Agreement, Duluth certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud or official misconduct within the past three years.

ENTIRE AGREEMENT

17. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

City of Duluth

By: _____
Print or Type Name

Signature

Title: _____

Date: _____

Email: _____

County of St. Louis

By: _____
Brian Fritsinger
Deputy Administrator

Date: _____

By: _____
Paul McDonald
Chair, County Board

Date: _____

By: _____
Nancy Nilsen
Auditor

Date: _____

APPROVED AS TO FORM & EXECUTION:

By: _____
Nick Campanario
Assistant County Attorney

Date: _____

Contract Number: **2022-0368**

Chester Park Capital Improvements Description

The Chester Bowl Improvement Club (Chester Bowl) will be using these funds to support the design and construction of a new bridge crossing Chester Creek and the expansion and complete renovation of the Thom Storm Chalet in Chester Bowl Park.

Project overview:

Chester Bowl's programs are based out of the Thom Storm Chalet in the City of Duluth's Chester Park. The organization operates through a management agreement with the City of Duluth Parks and Rec Department. As part of that, Chester Bowl has exclusive use of the Thom Storm Chalet year-round to run programs. The Chalet, although beloved by generations of skiers, snowboarders, and summer campers, desperately needs to be expanded and renovated. It is falling into disrepair (including a new roof leak this winter), is not ADA accessible, is extremely energy in-efficient, and is too small for demand for our programming (with summer day camp participation currently being limited below demand). In addition, the building has almost no air flow, even with the heating system running, which has been an increased liability throughout the pandemic; the building is just now re-opening to the public.

An important aspect of this project is the installation of a bridge across Chester Creek adjacent to the Chalet. Prior to the 2012 flood, a dam created a pond at the base of the ski hill between the Chalet and the hill; access was across the pond once it was frozen for the season. Since 2012, the temporary solution (which was never meant to last a decade) has been to put a seasonal bridge consisting of telephone poles and wooden decking across the creek each fall and removing it each spring. This is not a sustainable solution, and we need a long term solution to get people across Chester Creek by the Chalet throughout the entire year. A permanent bridge will ensure year round access for all users, including both casual park users and those involved in Chester Bowl programming. Day Campers and neighborhood kids will spend lots of time on, under, and around this bridge in all seasons, not just to cross over to the hill for skiing and snowboarding! The bridge will also be ADA accessible. Chester Creek is a designated trout stream, so this bridge, along with the handicapped parking spaces and picnic table currently being installed, will create an excellent opportunity for people with disabilities to fish at Chester Creek. Bridge funding supporting the approximately \$200,000 total project cost includes this application, a CDBG Public Facilities grant, and City of Duluth in-kind support.

Chester Bowl is raising \$1.8 million through its "Growing Up Chester" Capital Campaign to completely renovate and expand the building, build a permanent bridge, and otherwise upgrade the facilities. The foundation is in excellent condition and will be maintained. Other than the foundation, the entire building will be gutted and rebuilt. This usable square footage will be doubled by increasing the footprint of the building (also allowing for the addition of an elevator) and growing from two stories to three. The building will be large enough to meet future and current program capacity and will be fully ADA accessible. The new building will be much more energy efficient, with a focus on the envelope of the building.

All of this is designed to get more people, and especially more children and families, with a focus on those with low incomes, outside and in the park. We want every kid to have the opportunity to play in the woods, splash in the creek, fish from the bridge, ski, snowboard, and attend a day of summer camp. But to do all of these things, we need workable infrastructure. As a result of these investments in our

park, future generations will have the same opportunities to participate in Chester Bowl programs out of a quality building that past generations had, or enjoy the park on their own.

General organizational mission/outcome info:

The mission of the Chester Bowl Improvement Club (Chester Bowl) is "To promote sustainable, quality programs for all Chester Bowl Park users in a healthy and safe environment." With a focus on children and families, and reaching out to underserved populations, Chester Bowl seeks to promote healthy living through a wide variety of outdoor recreational activities. It aims to serve individuals and families from all socio-economic backgrounds. It strives to offer a friendly and safe environment to learn skiing and snowboarding. It works to help teenagers gain confidence and leadership skills while furnishing a positive space (through our "Peace in the Parks" philosophy) in which to hang out. And it endeavors to provide year-round programming and events for people of all ages. Programs are based out of the Thom Storm Chalet in Chester Park, in the middle of Duluth. Key programs include the winter ski and snowboard program, a summer day camp, the Chester Creek Concert Series, and Fall Fest.

Programs overview:

Outdoor recreation in a city like Duluth should be accessible to all families- not only those with higher incomes. Chester Bowl exists to give everyone an equal opportunity to recreate outside!

Chester Bowl's Ski and Snowboard area specializes in working with youth and families. Most users have season passes (1,820 last winter, \$70 each or \$170 family), and most also rent gear for the season (1,200 total, \$85 per set). Families keep the gear for the entire winter and can use it at other ski areas. A modest hill with one chairlift, there is surprising variation in terrain and difficulty, including two main runs, several side trails, and a terrain park. The Thom Storm Chalet has an inexpensive concessions stand. Programs include free group lessons over Holiday break and on Saturdays, Freestyle Fridays in the Terrain Park, and ski and snowboard races. A Winter Cadet program provides leadership opportunities for teenage volunteers.

Chester Bowl's Summer Day Camp (ages 6-12) provides full day care for 75 children (divided amongst three groups) for \$35 per day. The program model focuses on nature play and nature immersion, spending the summer outside playing games, exploring nature, creating arts and crafts, hiking the trails and playing in the creek, and building friendships. Chester Bowl proudly promises parents that they will return their child at the end of the day tired, happy, and dirty! Summer Cadets (7th to 10th graders) act as Junior Counselors and role models to the younger campers, while paid staff are traditionally older high school and college students.

Between the low costs and scholarships awarded (\$156,640 over the past five years), Chester Bowl is affordable to anyone!

Special events include Fall Festival (7,500 to 10,000 annual attendance) and the Chester Creek Concert Series (5,350 over 10 weeks); both are free to attend.