

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: January 31, 2022
Item No.: 10.h

Department Approval

City Manager Approval



Item Description: Acceptance of a “Preparing for Emerald Ash Borer (EAB)” Grant from the Minnesota Department of Natural Resources

BACKGROUND

The Parks and Recreation Department has received notice of being awarded the Preparing for Emerald Ash Borer (EAB) Grant from the Minnesota Department of Natural Resources in the amount of \$50,000. The State of MN Grant contract and details are attached.

The project funding will be used to assist the city with the planting portion of the proposed EAB Management Program. The city’s \$59,000 In Kind Match will be to plant an additional 248 trees on street boulevards and in parks. Specifically, the match will be to utilize \$5,000 of existing staff and equipment time and \$54,000 identified in the proposed EAB Management Program for tree plantings.

POLICY OBJECTIVE

This proposal is consistent with the city’s Natural Resource Management Plan, Public Tree Master Plan, Parks and Recreation System Master Plan and leveraging non-city money through grants to further city efforts.

FINANCIAL IMPLICATION

The grant award is for \$50,000 and the city’s In Kind Match is for \$59,000 which is identified in the proposed EAB Management Program.

STAFF RECOMMENDATION

Staff recommends accepting the Preparing for EAB Grant in the amount of \$50,000 from the Minnesota Department of Natural Resources for public tree planting as presented.

COUNCIL ACTION REQUESTED

Motion authorizing the acceptance of the Preparing for EAB Grant from the Minnesota Department of Natural Resources in the amount of \$50,000 for public tree plantings as presented.

Prepared by: Lonnie Brokke, Director
Attachments: A. State of MN Grant Contract

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Rd., St. Paul, MN 55155 (“State”) and the City of Roseville, 2660 Civic Center Dr., Roseville, MN 55113 (“Grantee”).

Recitals

1. Under Minn. Stat. §84.026, §84.085, Subd. 1, and Minnesota Session Law 2021, 1st Special Session, Chapter 6, Article 1, Section 3, Subdivision 4(j), the State is empowered to enter into this grant.
2. The State is in need of Urban and Community Forestry Services.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

November 30, 2021, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee’s Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

Perform the duties specified in Exhibit A, Exhibit B, and Exhibit C, which are incorporated and made a part of this agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid compensation in an amount not to exceed \$50,000.00 on a reimbursement basis for qualifying purchases. The Grantee shall submit payment requests with required expenditure documentation.

According to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant contract, the Grantee certifies that a minimum 25% matching requirement for the grant will be met by the City of Roseville. The total project cost is \$109,000.00 Grantee agrees to match at least \$59,000.00 of this project cost.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$50,000.00.

4.2 Payment**(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1. 1. June 30, 2022
2. 2. December 30, 2022
3. 3. June 30, 2023

All project work must be completed and the final request for reimbursement (along with final reports) must be submitted by June 30, 2023.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the State.

Per [Minnesota Statute 471.345](#), **Municipalities** as defined in Subd.1 must follow that Uniform Municipal Contracting Law if contracting funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

(a) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(b) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statute 177.41](#) through [177.44](#). Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is *Emma Schultz, Community Forest Project Specialist, 500 Lafayette Rd., St. Paul, MN 55155, (651) 259-5274, emma.schultz@state.mn.us*, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is *Anita Twaroski, Forestry Coordinator, 2660 Civic Center Dr., Roseville, MN 55113, anita.twaroski@cityofroseville.com*, (651) 792-7142. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable laws.

10.2 *Intellectual Property Rights - Not Applicable*

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

The Grantee will publicly post and promote project information and purpose as pertains to this grant contract.

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

14.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 *Additional Alternate Termination Language*

Additional alternate termination language may be negotiated on a case-by-case basis after the state agency has consulted with their legal and finance teams.

15 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

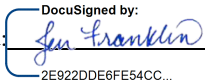
16 **Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:  _____
2E922DDE6FE54CC...

Date: November 24, 2021

SWIFT Contract/PO No(s). 204002 / 3-201030

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Exhibit A: Grant Project Deliverables

2021 Preparing for EAB Grants

City of Roseville Deliverables

Grant Sum Total: \$50,000.00

Grant Contact Deliverables

- Adopting an EAB management plan through this grant process if the community does not yet have one in place
- Each ash tree removed must be replaced with a newly planted tree
- Grantee must be willing to participate in work by the Minnesota Department of Agriculture and University of Minnesota to evaluate project impacts

Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to ensure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:

June 30, 2022 Update:

December 30, 2022 Update:

June 30, 2023 Update:

*As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (i.e. 6/30/22) and change the font color of your update to **red**, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.*

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as submitted in the City of Roseville's application:

Project Overview and Need

The City of Roseville 2021 Preparing for EAB Project will focus on replanting trees throughout the city on boulevards and in parks to ensure a vibrant, diverse tree canopy. The focus of this project is to follow the City's EAB Management Plan which includes planting new trees in parks and on the city boulevard in open areas where we have lost many trees over the years, but to also focus on planting "buddy" trees near ash trees that will eventually become infested.

As part of the City's EAB Management Plan, an EAB Fund was established and has received \$50,000 in funding each of the past three years. However, with the acceleration of EAB, it has become clear that additional funds are necessary to handle the spread of EAB while retaining a healthy public tree canopy.

- We are requesting \$50,000 grant to assist us with the planting portion of our recently approved Accelerated EAB Management Plan. Our Accelerated EAB Plan is more proactive approach to removal of 20-25% EAB-infested trees annually and replanting at a one-to-one ratio.

With this funding from the MNDNR, we will focus our efforts on planting trees to increase our tree canopy. Our Street Tree Distribution Map identifies the species for each boulevard tree. Trees planted in parks are selected based on existing species and location of the tree when it reaches maturity.

- In recognition of the important role that public forestry plays in community health, and the disproportionate impact that urban deforestation has on people of color, the City will prioritize replacement of trees in areas of the city that have a higher concentration of people of color and areas that have a higher concentration of multifamily dwelling.

The expected outcome of this project is for the City of Roseville to have a sustainable, diverse and equitable, urban tree canopy following the Emerald Ash Borer infestation. Thus by establishing a more diverse community forest, our urban forest is better able to withstand future tree diseases and forest pests.

Timeline

Recently, as part of our EAB Management Plan, we have initiated an annual tree planting event with volunteers and contractors. Our annual planting projects take place in the fall, replacing trees that were removed that current year plus any additional requests. This tree planting project would occur in fall (September/October) of 2022.

Our planned project timeline is:

- Winter/Summer 2022 – survey areas of tree loss from prior year to determine planting locations.
- Spring/Summer 2022 – create list of planting locations.
- Summer 2022 – select planting date and contact vendor, work on park planting plan (location and species selection)
- June 2022 – submit report to MNDNR for reimbursement
- September 2022 - confirm and take planting locations on boulevards and in parks, and public participation
- October 2022 – Boulevard tree planting with vendor and park tree planting project with volunteers. Staff planting gravel bed trees.
- December 30, 2022 – submit report o MNDNR for reimbursement
- Winter 2023 – determine planting locations and species on boulevard, order plant materials, set a planting date.
- Spring 2023 – possible spring planting,
- June 30, 2023 – submit final report to MNDNR

Project Budget Explanation

- The City of Roseville is requesting \$50,000 from the MNDNR Preparing for EAB Grant 2021 starting in November 15, 2021 through June 30, 2023. We anticipate a cash match of \$50,000 from the City through the newly approved EAB Management Accelerated Program funding.
- The MNDNR Grant Funds will be used for the purchase of plant material, mulch, tree protection guards, and tree installation contractor of plant material for annual fall boulevard tree planting. A Tree Contractor will be hired to plant the boulevard trees which are no larger than #20 container. We anticipate planting 200 trees on the boulevard with the \$50, 000 MNDNR Grant funds.
- City EAB Funds will be used to plant trees in parks with volunteers at our annual fall planting project. The in-kind match is staff preparing the park planting location, collecting and delivering plant material and supplies to the park planting location. Planting supplies include mulch, tree protection guards, and planting tools. The city match will be utilized as follows:

Gravel bed stock –35 trees at approximately \$80 = \$2,800

Park Planting Project – 100 trees at approximately \$90 = \$9,000

Boulevard Tree Planting Project – 148 trees at approximately \$250 = \$37,200

Other expenses (delivery fee) – \$1,000

Total \$50,000

- With this Grant and the city match, we would plant 483 trees by 2023.

Project Impacts on Priority Landscapes and Populations

One of the key reasons for this grant application is to allow the city to improve its focus on assuring adequate tree coverage in areas with priority populations. As EAB has accelerated, the city has only been able to reactive in removing severely diseased trees. The additional funds made available through this grant would allow the city to be more proactive and targeted in its approach to plantings. This includes an increased emphasis on areas with the highest concentration of people of color, and areas with the highest concentration of multi-family residences.

- The Environmental Justice map provided by the MNPCA identifies a section of Roseville in the most southeast corner that meets the criteria to be an area of concern. This section includes 322.5 acres of wooded area, a large lake covering 77 acres as well. What remains (422 acres) is single family residential, multi-family residential, a cemetery, and industrial. During our planning phase, we will investigate the available planting spaces and focus some of our boulevard tree planting project with this area given a priority. We need the residents to participate by watering the newly planted trees so we will begin by soliciting interest to receive a free tree by contacting the residents directly.

Communication

As has been the Roseville's practice, the Project Coordinator/Forestry Coordinator will work with the City's Communication Staff.

- EAB and Forestry articles have been and will continue to be published in the local newspaper, city newsletter, and various electronic and social media avenues.
- The City will also communicate directly with the adjacent property owners who will be directly impacted with a newly-planted tree.

Personnel

This grant will utilize city staff and a tree nursery vendor. The roles of these participants are listed below. City Staff will design, manage and implement the park tree planting project. City Staff involved will be:

- The Superintendent of Parks has a BS. The Superintendent oversees the entire project and works as Administrative and City Council Liaison. The Superintendent will work with Volunteer Coordinator to organize the volunteer planting day.
- The Forestry Coordinator holds a BS, and MS in Natural Resource Management as well as certified as a Tree Inspector. The Forestry Coordinator will design, manage and direct the grant projects. The Forestry Coordinator will select the trees to be removed as well as the boulevard locations for the trees to be planted. The Forestry Coordinator, along with the Park Maintenance crew, will determine locations the park trees to be planted.
- The Volunteer Coordinator organizes the volunteer planting day and solicits and organizes the volunteers.
- The Park Maintenance Crew, will provide equipment for the volunteers, coordinate maintenance staff to drop off planting material and pre-dig holes. Several of the Park Maintenance staff are Certified Tree Inspectors and are trained in proper tree maintenance techniques, as are the Public Works Maintenance staff. Both the Maintenance staff crews work closely with the Forestry Coordinator and the Park Superintendent.
- The Communications Staff provides drafts and submits communication about the projects to the public in the accepted mediums. The Communications Staff will also work with the Volunteer Coordinator to solicit the volunteers.

Tree nursery vendor:

- The City will contract with a MN Dept. of Agriculture certified nursery for the purchase of plant material as well as installation of the boulevard tree planting work and to supply trees for the Volunteer Planting Project. All plant material will be #20 container or less. The company is yet to be determined but will need to meet state standards for nursery management.

Tree Planting

Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used unless an updated inventory is provided. For Roseville this means grant funds cannot be spent on purchasing:

- *Acer (maple)*: 24.2%
- *Picea (spruce)*: 24.2%
- *Fraxinus (ash)*: 13.7%

All trees planted with grant funds are expected to be maintained based on the City of Roseville's Three Year Tree Maintenance Plan submitted as Exhibit C. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Roseville.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports, including a relevant certification and/or declaration
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location of ash that have been removed
 - Identify the location of ash stumps that have been ground
 - Identify the location and species of trees that have been planted
- All trees removed, treated, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species, to obtain grand fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources Pocket Guide to Planting Trees.

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is 1-2" caliper bareroot or a container class size #20 or smaller.

Acknowledgment

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., "This publication made possible through a grant from the Minnesota Department of Natural Resources." OR "This project was conducted in cooperation with the Minnesota Department of Natural Resources."
- Logo is permitted for use and can be obtained by contacting an Urban and Community Forestry Team Member.

Exhibit B: Project Budget
2021 Preparing for EAB Grants
 City of Roseville

Item	State Grant Funds	Cash Match	In-kind Match	Total
Personnel and Owned Equipment			\$9,000.00	\$9,000.00
Eligible Expenses	\$50,000.00	\$50,000.00		\$100,000.00
Totals	\$50,000.00	\$50,000.00	\$9,000.00	\$109,000.00



3-Year Tree Maintenance Plan Template for Newly Planted Trees

LUG: City of Roseville

Year and Season of Planting: Fall 2022

Project Coordinator: Jim Taylor/Anita Twaroski

Phone: 651-792-7107

Email: Jim.Taylor@cityofroseville.com

of Trees to be Planted: 483

Size (caliper for deciduous, height for conifers): #20 container or less

Type of Stock to be Planted (Bare root, etc.): Container, bareroot

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

City of Roseville Park and Recreation Maintenance staff, with coordination of the Forestry Coordinator, are responsible for tree maintenance, as well as Public Works Maintenance staff.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

At this time, training will not be needed. If that changes, the city staff will provide the training. Forestry Coordinator as well as the maintenance staff are certified tree inspectors and have many years of tree maintenance experience.

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

Project Coordinator and Forestry Coordinator will work closely with the Park and Recreation Maintenance staff to schedule and implement tree maintenance work related to park trees. Public Works Maintenance staff is also involved in tree maintenance with the street trees.

In-house maintenance staff or the tree planting contractor will perform the maintenance tasks: watering, mulching and pruning under direction of the Project Coordinator or the Forestry Coordinator.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

Trees are scheduled to be watered by the installation contractor at the time of planting. Project Coordinator and the Forestry Coordinator will monitor weather conditions weekly to determine the need for supplemental watering beyond what is provided naturally. If water is needed the Park Maintenance staff will water the trees.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

Trees will be mulched at the time of initial installation. Forestry Coordinator and Park Maintenance staff will monitor mulch levels throughout the growing season on a bi-annual basis to determine if additional mulch is need. The Park Maintenance staff will add mulch as necessary.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

At the time of the bi-annual tree inspection, trees will also be inspected for the need for staking. If necessary, the Park Maintenance staff will install stakes.

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

As part of inspecting trees for adequate mulch, watering and staking, the trees will also be inspected for other health issues by visiting each tree. If any further action is necessary, it will be addressed within three weeks of discovery and corrective action will be taken by a contractor or appropriate city staff.

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

All trees will be planted with adequate and appropriate bark protection.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

Pruning issues will be addressed as needed, depending on the species, at the time of the bi-annual inspections. Depending on the corrective action necessary, either the city staff or a contractor may perform the work.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

We negotiate a standard one year warranty. Trees will be inspected for warranty purposes just prior to expiration. Trees will be replaced by the contractor with the same species.



Minnesota Department of Natural Resources

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

This section to be completed by Grantee’s Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State’s Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- I do not have any conflicts of interest relating to this project.
- I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State’s Authorized Representative.

Grantee AR’s Printed Name: Anita Twaroski Date: _____

Grantee AR’s Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML_____, Chapter _____, Article ____, Section ____, Subdivision _____

State AR’s Printed Name: _____ Date: _____

State AR’s Signature: _____