

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1-26-15

Item No.: 14.c

Department Approval



City Manager Approval



Item description: Park and Recreation Renewal Program Natural Resource Restoration Project Update and Accept Grants

BACKGROUND

As a component of the approved Park and Recreation Renewal Program (Renewal Program) there is a \$1.5M Park System Natural Resource Restoration effort. Staff is working with Ecologist Paul Bockensted from Stantec Inc. to implement the program. The work began in the spring of 2014 and will continue through 2016.

Part of the agreement with Stantec, Inc. is for them to pursue appropriate grants and other potential outside funding sources for identified core and non-core projects in order to leverage as much of the approved budget and implement as much of the outlined program as possible.

The following two grants are part of outlined work program, have been awarded and are requested to be accepted:

1. A Department of Natural Resources Conservation Partners Legacy Grant in the amount of \$120,966 for Natural Resource Restoration at Reservoir Woods and Central Park Lake Bennett. The total project budget is \$483,864 with a city match of \$362,898 proposed to be taken from the approved \$1.5M Renewal Program budget. The grant agreement is attached.
2. A Capitol Region Watershed Grant in the amount of \$22,410 for Natural Resource Restoration at Villa Park. The total project budget is \$24,900 with a city match of \$2,490 proposed to be taken from the approved \$1.5M Parks and Recreation Renewal Program Budget. The grant agreement is attached.

All projects in the Renewal Program have a two year maintenance agreement. After that, the site maintenance will be the responsibility of the city through the Capital Improvement Program. This is anticipated to be an ongoing discussion and effort by the city. Once the initial project and two years of maintenance is complete, if kept up, less extensive efforts will be anticipated.

Mr. Bockensted and staff will be at your meeting to provide you with an update on public outreach efforts, volunteer/community engagement events, project progress and status, grant and outside funding status and discuss the proposed 2015 work plan.

32 **POLICY OBJECTIVE**

33 These proposals are consistent with the City's Natural Resource Management Plan, Parks and
34 Recreation System Master Plan and leveraging non-city money through grants to further City efforts.
35

36 **FINANCIAL IMPLCATIONS**

37 The grant awards combined are \$143,376. A total city match required combined is \$365,388. The City
38 match is recommended to be taken from the approved \$1.5M Parks and Recreation Renewal Program
39 Natural Resource Budget.
40

41 **STAFF RECOMMENDATION**

42 Staff recommends accepting the Grant in the amount of \$120,966 from the Minnesota Department of
43 Resources for Natural Resource Restoration for work at Reservoir Woods and Central Park Lake
44 Bennett Lake and a Capital Region Watershed District Grant in the amount of \$22,410 for Natural
45 Resource Restoration work at Villa Park. The projects are consistent with the approved program.
46

47 **REQUESTED COUNCIL ACTION**

48 Motion authorizing the Mayor and City Manager to sign the necessary documents to accept a
49 Conservation Partners Legacy Grant from the Minnesota Department of Natural Resources in the
50 amount of \$120,966 for Natural Resource Restoration at Reservoir Woods and Bennett Lake in Central
51 Park with a City cash match of \$362,898 to be taken from the approved \$1.5M Parks and Recreation
52 Renewal Program Budget.
53

54 Motion authorizing the Mayor and City Manager to sign the necessary documents to accept a Capital
55 Region Watershed District Grant in the amount of \$22,410 for Natural Resource Restoration at Villa
56 Park with a city cash match of \$2,490 to be taken from the approved \$1.5M Parks and Recreation
57 Renewal Program Budget.
58
59

Prepared by: Jeff Evenson, Park Superintendent
Lonnie Brokke, Director of Parks and Recreation

Attachments:

- A. Roseville Natural Resources Public Outreach
- B. Natural Resources Volunteer/Community Engagement Events
- C. Natural Resources Project Progress Chart
- D. Parks and Recreation Renewal Program Natural Resource Restoration Grants
- E. Department of Natural Resources Conservation Partners Legacy Agreement
- F. Capital Region Watershed District Agreement

Roseville Natural Resources Public Outreach

Section Title	INFORM Letter (CITY)	Public meeting	Park Patrons (CITY)	Park Patrons (CONTRACTOR)	Door-to-door contact (CITY)	Door-to-door contact (CONTRACTOR)	Comments
Section 1: Central Park Dale East	X						Work anticipated to begin in early 2015
Section 2: Central Park Lexington	X		X	X			Some initial shoreline and woodland restoration work completed in late fall/early winter 2014
Section 3: Langton Lake Park	X		X	X			Ongoing work, extension of work initiated c. 2010, plus expansion of woodland restoration work.
Section 4: Reservoir Woods Base							Work anticipated to begin in early 2015
Section 5: Villa Park	X		X	X		X	Initial woodland restoration work substantially completed in fall 2014. Select homes visited by contractor.
Section 6: Oasis Park	X		X	X			Shoreline restoration work begun and substantially completed in fall 2014
Section 7: Acorn Park	X	X	X	X	X	X	Homes immediately bordering park visited.
Section 8: Willow Pond Park	X			X	X		Shoreline restoration work begun in fall 2014

prepared 1-6-15

Roseville Natural Resources Volunteer/Community Engagement Events

Park/Location	Time Frame	Description
Langton Lake	September 2014	Planting of 2,060 native woodland grass, sedge and flower plants in woodland areas at Langton Lake. This effort included nearly 30 volunteers from Stantec as part of their "Stantec in the Community" day event.
Central Park Dale East	September 2014	Collection of seed by a group of AFSA high school students from native wildflower plants at Central Park Muriel Sahlin Arboretum. Seed will be used for restoration projects within City Parks natural areas during the Park Renewal Program Natural Resources Restoration.
ANTICIPATED EVENTS		
Acorn Park	January 2015	Gather and stack cut invasive/nonnative brush as part of woodland/savanna restoration at Acorn Park. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower seed.
Reservoir Woods	February 2015	Gather and stack cut invasive/nonnative brush as part of woodland/savanna restoration areas. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower seed.
Central Park Lexington	March 2015	Gather and stack cut invasive/nonnative brush as part of woodland/savanna restoration areas. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower seed, or pulling garlic mustard plants.
Villa Park	April 2015	Planting of native hardwood tree seedlings in woodland restoration areas (and potentially pulling invasive, nonnative garlic mustard)
Willow Pond Park, Oasis Park, and/or Bennett Lake	May 2015	Shoreline restoration planting of native grass, sedge, flower potted plants by volunteers.
Willow Pond Park, Oasis Park, and/or Bennett Lake	June 2015	Shoreline restoration planting of native grass, sedge, flower potted plants by volunteers.
Central Park Muriel Sahlin Arboretum	July 2015	Native flower, grass and sedge plants in formal bed at arboretum. Planting is intended to serve as a seed orchard for native plants - seed will be collected from these plants by volunteer Parks Natural Resources Stewards and then used for natural resources restoration efforts in park natural areas.
Multiple Park Natural Areas	Fall/Winter 2015	Gather and stack cut invasive/nonnative brush as part of woodland/savanna restoration areas. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower seed.

prepared 1-6-15

Progress Report: Roseville Natural Resources Restoration Projects* (1.26.15)

	RESTORATION TYPE/ACTIVITY																				
Park	Woodland			Praire/Savanna			Shoreline			Stream			Wetland						Graphic Design		
	Initial cut/treat of invasive woody	Native seeding of grasses/flowers	Grow-in maintenance	Site preparation	Native seeding of grasses/flowers	Grow-in maintenance	Site preparation	Native seeding/Planting of grasses/flowers	Grow-in maintenance	Survey/data gathering	Site preparation	Native seeding/Planting of grasses/flowers	Grow-in maintenance	Survey/data gathering	Initial treat of vegetation	Hydrologic restoration	Native seeding/Planting of grasses/flowers	Grow-in maintenance	Interpretive signage planning	Graphic Design	Manufacture/install
Acorn Park	80%	80%	P	100%	50%	P	NA	NA	NA	NA	NA	NA	NA	100%	80%	P	P	P			
Central Park Dale East	50%	50%	P	P	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Central Park Lexington	50%	50%	P	P	P	P	80%	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Langton Lake Park	100%	80%	35%	NA	NA	NA	100%	100%	0.35	NA	NA	NA	NA	100%	100%	P	P	P			
Owasso Hills (NC)	P	P	P	P	P	P	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	P	P			
Oasis Park	NA	NA	NA	NA	NA	NA	100%	100%	15%	5%	P	P	P	NA	NA	NA	NA	NA			
Reservoir Woods	5%	5%	5%	P	P	P	NA	NA	NA	NA	NA	NA	NA	NA	P	P	P	P			
Villa Park	100%	50%	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	100%	20%	P	P	P			
Willow Pond Park	NA	NA	NA	NA	NA	NA	80%	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Interpretive signage	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	10%	P	P

key: xx%=percent complete; P = pending work, NA = Not applicable/work type not planned for this park; NC = Non-core project

*Additional, non-core projects may be added as additional grant funding is secured

Roseville Parks & Recreation Renewal Program - Natural Resource Restoration Grants

Park/Project	Core Project?	Grant Funding Agency	Grant Program	Grant funding request	City Match	Total	Grant Due date	Successful?	Notes
Langton Lake Kids Fishing Lake Habitat Restoration	Y	MN DNR	MN DNR Conservation Partners Legacy Grant	\$89,168	\$9,908	\$99,076	9/15/2011	YES	Initial grant-funded work complete
Owasso Hills, Acorn Park, Bennett Lake (3 locations), Willow Pond	Y	Ramsey-Washington Metro Watershed District	Shoreline/Habitat Restoration Grants	\$30,000	\$85,500	\$115,500	8/13/2014	PENDING	Grant approved by RWMWD - Project pending negotiation/agreement between RWMWD and City of Roseville. Last contact between RWMWD/City November 2014
Various Park locations	Y	Ramsey Conservation District	Emerging Invasive Species Treatment Grant	\$4,590	\$1,531	\$6,121	9/4/2014	YES	Reimbursement for work done
Reservoir Woods, Central Park, Bennett Lake (Please see work plan for details)	Y, Plus others	MN DNR	MN DNR Conservation Partners Legacy Grant	\$120,966	\$362,898	\$483,864	9/19/2014	YES	Work anticipated to proceed in mid- January 2015, pending approval by City Council
Capitol Regions Watershed District, Villa Pak Wetland Restoration	Y	Capitol Regions Watershed District	Habitat Restoration	\$22,410	\$2,490	\$24,900	10/10/2014	YES	City applied for funds for Reservoir Woods and Villa Pak - Villa Park approved
		TOTAL GRANT AMOUNTS		\$267,134	\$462,327	\$729,461			As of 12/31/14

CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

City of Roseville/ Roseville Parks Wildlife Habitat Restoration

State Accounting information:

SWIFT Contract Doc. Type:

GRK

SWIFT Contract #:

88114

SWIFT Contract Line # (Annual Plans):

SWIFT Purchase Order #:

3000069979

Agency: R2901	Submitted By: Kelly Pharis	Origin: A24	Vendor #: 0000197714	Category Code: 84101501
Total Amount of Contract for ALL years:		\$120,966	Total Amount of Contract: \$ 120,966	For FY: 15
Total Amount of Contract:		For FY:	Total Amount of Contract: \$	For FY:

Contract Start Date:

Upon Execution

Speedchart Name:

Contract Expiration Date:

June 30, 2018

Speedchart Number:

Grantee Name and Address:

City of Roseville2660 Civic Center DriveRoseville, MN 55113

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ NoCheck for annual plan limit? ☒ Yes ☐ NoWork on state lands? ☐ Yes ☒ NoPO Reference: **KLP-FY15 CPL Roseville Parks Wildlife Habitat Restoration**

Description: **FY2015 CPL-M 1; City of Roseville, Roseville Parks Wildlife Habitat Restoration. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	15	\$120,966	2300	R2936725	R296526	441352		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of Roseville/ Roseville Parks Wildlife Habitat Restoration

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 ("Grantee").

Recitals

1. Under Minnesota Laws 2014, Chapter 256, Article 1, Section 2, Subd. 5(m), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
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:** The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2018, 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: 2.4. Signage; 4.10. Land Acquisition Restrictions; 4.11. Real Property Interest Report; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

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

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2014, Chapter 256, Article 1, Section 2, and MN Statute 97A.056.
- 2.3 Meet all grant program requirements, as described in the FY2015 *Conservation Partners Legacy Grant Program Request for Proposal- Expedited Conservation Projects Grant Cycle* which is incorporated into this grant contract by reference. The *Request for Proposal* (RFP) may be located at <http://files.dnr.state.mn.us/assistance/grants/habitat/cpl/fy15-ecp-rfp.pdf>.
- 2.4 Erect signage in accordance with Minnesota Laws 2014, Chapter 256, Article 1, Section 2, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.5 Submit a progress report based on expenditures made and work performed during the previous year, in a form

prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

- 2.6 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.7 Follow all **Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR)** to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.8 To provide Grantee up to **\$120,966** for the costs incurred for the completion of the Project.
- 2.9 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

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 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

- 4.4 **Easement Requirements.** All conservation easements acquired must:

- (a) be permanent;
- (b) specify the parties to an easement in the easement;
- (c) specify all of the provisions of an agreement that are permanent;
- (d) specify the habitat types and location being protected;
- (e) where appropriate for conservation or water protection outcomes, require the grantor to employ practices retaining water on the eased land as long as practicable;
- (f) specify the responsibilities of the parties for habitat enhancement and restoration and the associated costs of these activities;
- (g) include a long-term stewardship plan and identify the sources and amount of funding

- for stewardship and monitoring and enforcing the easement agreement;
- (h) identify the parties responsible for monitoring and enforcing the easement;
- (i) identify who the easement will revert to in the event the primary easement holder ceases to exist;
- (j) identify what easement monitoring standards will be used;
- (k) identify the holder of the stewardship endowment dedicated to the easement;
- (l) identify any restrictions, allowed structures, allowed activities, and reserved rights; and
- (m) be sent to the office of the State's Authorized Representative and Lessard-Sams Outdoor Heritage Council (hereinafter "LSOHC").

4.5. Restoration and Management Plan.

- (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.
- (b) The Restoration and Management Plan shall be prepared on a form provided by the State's Authorized Representative.

4.6 Restoration and Management Plan for Acquisitions. For new lands acquired, prepare a Restoration and Management Plan in compliance with 4.5, including identification of sufficient funding for implementation.

4.7 Timely written contact of Conservation Corps Minnesota. All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.8 Pollinator Habitat Enhancement. Habitat restoration or enhancement on DNR lands and prairie restorations using state funds must follow the DNR's **Specific Pollinator Best Management Practices**, which can be found at http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf and are listed below:

(a) Habitat Restoration Guidelines:

- Place pollinator habitat enhancement plantings on soil free of persistent pesticides harmful to pollinators.
- Pay attention to past and present insecticide use on and adjacent to the site so that appropriate mitigation can be applied.
- Emphasize pollinator planting efforts away from adjoining lands where there is potential for pesticide drift harmful to pollinators.
- Avoid clearing or burning fallen or dead trees when consistent with other objectives, as they contain potential nesting sites.
- Species selection should be guided by knowledge of the expected native plant communities on the site and any natural resource surveys (plants, invertebrates, soils, hydrology) that might inform the restoration effort.
- Refer to the pollinator tables for specific host species (available at http://files.dnr.state.mn.us/natural_resources/npc/pollinator_booklet_single.pdf).
- Include a diverse mix of native flowers to attract a broad range of pollinators. Strive for at least three different pollinator supporting species within each of the three blooming periods (early, mid or late season).
- Plant some native bunch grasses (such as little bluestem).
- Plant selection should include plant species that support endangered, threatened, special concern or rare-pollinating species.

- Avoid plant materials with seed, plant or soil sources that have been treated with neonicotinoid insecticides.
- (b) **Stream Bank and Shoreline Guidelines:**
- Plants attractive to pollinators can be used along waterways, but the planting should not interfere with the hydraulic function of the waterway and the primary objective of stabilizing the bank against erosion.
 - To enhance habitat for native bee communities, increase the diversity and number of flowering plants growing on a site and add nesting habitat. Consider pollinator needs when choosing trees for riparian forest buffers. For example, willow, dogwood and goldenrod benefit pollinators.
 - Seed mixes can include legumes or other forbs that provide pollen and nectar for native bees. These sites may be able to support flowering forbs with higher water requirements and provide bloom later in the summer. Consult the native plant community pollinator tables for specific species (available at http://files.dnr.state.mn.us/natural_resources/npc/pollinator_booklet_single.pdf).
 - Maximizing plant diversity along riparian corridors will result in more pollinators and other terrestrial insects that act as forage for fish.
- (c) **Prescribed Disturbance- Fire/Mowing/Haying:**
- Ensure that all known locations of rare insects are not disturbed in the same year.
 - Avoid impacting more than half to two-thirds of a habitat type in the same year.
 - Allow 3 to 10 years rest between disturbances to provide recovery time for pollinator populations.
 - Vary the season when disturbances are conducted to prevent repeated impacts to the same species in the same location.
 - When selecting refugia for pollinators, consider:
 - If there are plant species that are known overwintering or egg-laying sites, include areas with these species within the refugia.
 - Within a management unit, ensure that refugia occur within the unit's variety of "habitat types." When managing remnant habitats, ensure that at least a third remains unburned for two consecutive years at all time.
 - When management units include both remnant and restored habitats, ensure that refugia are created in both.
 - If disturbance to the entire area is necessary to meet other management goals, subdivide the unit into at least two units and burn or mow or hay the areas several weeks apart so the whole unit isn't affected at once.
 - When controlling invasive species or encroachment of woody species, target undesirable patches, leaving the rest of the habitat intact.
 - Mowing should occur as high as possible to still meet the management goals in order to make the most of nesting or overwintering habitat left on site.
- (d) **Invasive Species Control:**
- Invasive plant species should be controlled, even if they serve as a pollen or nectar source.
 - Avoid neonicotinoid insecticides.
 - Select spot treatments over broadcast applications.
 - Choose bio-control over pesticides in available.
 - Insecticides and herbicides should be selected to be the most target-specific and applied on the smallest area practical to meet management objectives.
 - Ensure that crews recognize target species.
 - Spray in early morning or evening when bees and other pollinators are less active.
 - Avoid pesticide application if wind speeds exceed 10 mph.
 - Eliminate outlying populations of invasive species first and then work towards the center of the infestation.
 - Monitor pesticides for dispersal by drift, erosion or runoff.
- (e) **Conservation Grazing:**
- Limit the duration and intensity of grazing on sites so that residual cover is left after the livestock are

removed if consistent with key management objectives.

- On larger units, set up grazing paddocks or regimes to rotate grazers within the site and allow for retention of some nectar and host plants. Alter the grazing cycle so any site is not grazed during the same time each year.
- Monitor grazing to create a range of habitat structures (height of plants) to create diversity.
- Where heavier grazing of a site is called for, leave one-third to half of the important habitats ungrazed.
- Manage grazing so that the more sensitive plant species that are prairie components do not decline.
- Insecticides used for parasite control in cattle are systemic and can impact beneficial insects as well as pests. The DNR is working with the state veterinarian, Board of Animal Health, and cattle producers to set up guidelines for parasite control that are sensitive to native insects and develop a list of acceptable products and practices.

(f) Specific best management practices for forest management activities include:

- Avoid broadcast spraying of pesticides when other effective means of control are available; encourage the use of spot treatments.
- When managing for legacy elements (patches within a treatment area that retain native plant community representation), select areas to include as many plants as possible that produce pollen and nectar.
- Minimize impact to spring ephemerals.
- Maintain a variety of plant communities and conditions across the landscape.
- Retain standing dead and downed dead logs where possible to serve as nesting habitat for bees, as well as feeding habitat for beetle and hoverfly pollinators whose larvae are saproxylic.
- Design forest management activities to protect the soil (and thereby protect underground plant structures that serve to regenerate flowering plants and protect ground nesting pollinators from impact).
- When planting trees or shrubs consider floral resources for added spring and early summer blooming resources (For example, American basswood, serviceberry, and willow where ecologically appropriate).

4.9 Acquisition Requirements. For all fee-title and easement acquisitions. To ensure public accountability for the use of public funds, provide the following to the State's Authorized Representative and the L-SOHC:

- (a) documentation of the selection process used to identify parcels acquired;
- (b) documentation of all related transaction costs for all parties involved in the transaction, including but not limited to appraisals, legal fees, recording fees, commissions, other similar costs, and donations;
- (c) a report of any difference between the acquisition amount paid to the seller and the state-certified or state-reviewed appraisal, if a state-certified or state-reviewed appraisal was conducted (acquisition data such as appraisals may remain private during negotiations but must ultimately be made public according to Minnesota Statutes, Chapter 13); and
- (d) an analysis of increased operations and maintenance costs likely to be incurred by public entities as a result of the acquisition and of how these costs may be paid for. This analysis shall also be provided to the Commissioner of Management and Budget.
- (e) All acquisitions and appraisals must follow *Land Acquisition Procedures for Land to be Conveyed to DNR*, or *Land Acquisition Procedures for Land NOT to be Conveyed to DNR*, which are incorporated into this grant agreement by reference. These documents may be located at http://www.dnr.state.mn.us/grants/habitat/cpl/land_acquisition.html.
- (f) For all projects involving acquisitions to be conveyed to the DNR, a "Use of Funds Letter" allowing the State to utilize all designated DNR Land Acquisition Costs (per Work Plan) is incorporated into this grant agreement as Attachment B.

4.10 Land Acquisition Restrictions.

- (a) An interest in real property, including but not limited to an easement or fee title, must be used in perpetuity or for the specific term of an easement interest for the purpose for which the grant was made.
- (b) A recipient of funding who acquires an interest in real property subject to this subdivision may not

alter the intended use of the interest in real property or convey any interest in the real property acquired with the grant without the prior review and approval of the Lessard-Sams Outdoor Heritage Council or its successor. The council shall notify the chairs and ranking minority members of the legislative committees and divisions with jurisdiction over the outdoor heritage fund at least 15 business days before approval under this paragraph. The council shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria:

- i. the interest is at least equal in fair market value, as certified by the Commissioner of Natural Resources, to the interest being replaced; and
- ii. the interest is in a reasonably equivalent location and has a reasonably equivalent useful conservation purpose compared to the interest being replaced.

(c) A recipient of funding must separately record a notice of funding restrictions in the appropriate local government office where the conveyance of the interest in real property is filed. The notice of funding agreement must contain:

- i. a legal description of the interest in real property covered by the funding agreement;
- ii. a reference to the underlying funding agreement;
- iii. a reference to the Minnesota Statute § 97A.056 (Subd. 15 Land Acquisition Restrictions);
- iv. the following statement: "This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the L-SOHC or its successor. The ownership of the interest in real property shall transfer to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or accomplishment plan*; or (2) restrictions are placed on the land that precludes its use for the intended purpose as specified in the appropriation." [**referred to as the Work Plan within the CPL grant program*]

4.11 Real Property Interest Report. *For all fee-title and easement acquisitions:*

By December 1 each year following acquisition, Grantees must submit annual reports on the status of the real property to the L-SOHC or its successor in a form determined by the L-SOHC. If lands are acquired by fee with money from the outdoor heritage fund, the real property interest report must include a verification of the status of the hunting and fishing management plan for the lands acquired by fee. The responsibility for reporting under this Section may be transferred by the Grantee to another person or entity that holds the interest in the real property. To complete the transfer of reporting responsibility, the Grantee must:

- (a) inform the person to whom the responsibility is transferred of that person's reporting responsibility;
- (b) inform the person to whom the responsibility is transferred of the property restrictions under Section 4.8, Land Acquisition Restrictions;
- (c) provide written notice to the L-SOHC of the transfer of reporting responsibility, including contact information for the person to whom the responsibility is transferred. Before the transfer, the entity receiving the transfer of property must certify in writing to the L-SOHC, or its successor, acceptance of all obligations and responsibilities held by the prior owner. After the transfer, the person or entity that holds the interest in the real property is responsible for reporting requirements under this Section.

4.12 Initial Development of Land.

- (a) Lands that will be conveyed to a state agency for long-term management must be brought up to the agency's minimum operating standards before being conveyed. The costs for this work must be identified in the Work Plan and may be paid for with grant or match funds.

- (b) For lands being transferred to the DNR as a WMA or AMA, follow the *Development Standards for WMAs/AMAs* document, incorporated into this grant agreement by reference and can be found here: http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/devt_stand_wmaama.pdf

4.13 **Revenues.** When a parcel of land that was previously purchased with outdoor heritage funds is transferred to the state, the owner of the land shall disclose to the LSOHC and Commissioner of Natural Resources:

- (a) all revenues generated from activities on the land from the time the land was purchased with outdoor heritage funds until the land was transferred to the state;
- (b) all holding costs associated with managing the land between the time of purchase with outdoor heritage funds and the time the land was transferred to the state; and
- (c) the total net revenues as determined by subtracting the costs described in clause from the revenues described in clause (a).

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **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 according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.
- (b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0; 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 \$120,966.

6.2 **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, on or before **3 pm local time, July 25, 2018**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at: http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf
- (b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.
- (c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in Attachment A. Indirect costs and institutional overhead costs are ineligible.
- (d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.
- (e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's

Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements. Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following 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) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)

(d) 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.

(e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§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. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <http://www.dli.mn.gov/LS/PrevWage.asp>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

7

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.

8 Payment Procedures

8.1 Documentation Requirements. To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

8.2 Acquisition Documentation Requirements. Eligible costs incurred in the purchase of real property or an interest in real property must have documentation submitted when asking for reimbursement. See *CPL Payment Manual, Land Acquisition Procedures for Lands Not to be Conveyed to DNR* and *Land Acquisition Procedures for Lands to be Conveyed to DNR* for documentation requirements.

9 Authorized Representative

The State's Authorized Representatives:

Kelly Pharis	Jessica Lee
Conservation Grants Specialist	CPL Program Coordinator
500 Lafayette Road Box #20	500 Lafayette Road Box #20
St. Paul, MN 55155	St. Paul, MN 55155
651-259-5174	651-259-5233
kelly.pharis@state.mn.us	jessica.lee@state.mn.us

or successor(s) have 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(s) are:

Project Manager	Fiscal Contact
Jeff Evenson	Patrick Trudgeon
Parks Superintendent	City Manager
2660 Civic Center Drive	2660 Civic Center Drive
Roseville, MN 55113	Roseville, MN 55113
jeff.evanson@ci.roseville.mn.us	patrick.trudgeon@ci.roseville.mn.us
651-792-7102	651-792-7021

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

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

10.2 Amendments. Any amendment 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.

10.3 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.

10.4 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.

11 Liability and Insurance

- 11.1 **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.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, listed within Section IV of the Project Information section of the FY2015 *Conservation Partners Legacy Grant Program Request for Proposal- Expedited Conservation Projects Grant Cycle*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's 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 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar agreement that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 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.

14 Government Data Practices and Intellectual Property Rights

- 14.1 **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 law.
- 14.2 **Intellectual Property Rights.**
- (a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or

subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contractual agreement between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its

successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. 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.

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

17 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.

18 Accessibility and Safety

18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the agreement with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed within the FY2015 *Conservation Partners Legacy Grant Program Request for Proposal -Expedited Conservation Projects Grant Cycle; Application and Grant Award Information, Section IV, Subdivision F*.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 **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.

22.2 **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.

23 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.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

1. STATE ENCUMBRANCE VERIFICATION

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

By: Jennifer A. Bury

Date: Jan. 20, 2015

Purchase Order Number:

3000069979

Contract #: 88114

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: Edward K. Boggess

Title: Director, Division of Fish and Wildlife

Date: _____

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: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Distribution:
DNR OMBS– Original
Grantee Fiscal Contact – Original
State's Authorized Rep. – Copy, Scan
Grantee Project Manager - Scan

Conservation Partners Legacy Grant Application ^{PO#} _____

Printed 2014-09-19

Project Contact

Project Name:	Roseville Parks Wildlife Habitat Restoration	Project Manager:	Jeff Evenson
Organization Name:	City of Roseville	Title:	Parks Superintendent
Organization Type:	Government	Phone:	651-792-7102
Mailing Address 1:	2660 Civic Center Drive	Email:	jeff.evenson@ci.roseville.mn.us
Mailing Address 2:			
City:	Roseville		
State:	MN		
Zip Code:	55113		

Project Overview**Sites / Location**

County Name:	Ramsey
Project Site Name:	Reservoir Woods Bennett Lake/Central Park
Total Project Sites:	2
Total Project Acres:	217

Land Ownership

Primary Land Ownership:	Local Government
Additional Land Ownerships:	

Habitat

Primary Habitat Type:	Fish, Game or Wildlife Habitat
Additional Habitat Types:	

Activities

Primary Activity:	Restoration
Additional Activities:	Enhancement

Project Funding Summary

Grant Type:	Metro
Grant Request Level:	over \$25,000
Total Grant Amount Requested:	\$120,966
Total Match Amount Pledged:	\$362,898
Additional Funding Amount:	\$0
Total Project Cost:	\$483,864

Project Summary

Project Location Summary

Primary County:	Ramsey	Primary Land Ownership:	Local Government
Project Site Name:	Reservoir Woods Bennett Lake/Central Park		

Habitat and Activity Summary

Primary Habitat Type	Fish, Game or Wildlife Habitat	Total Project Sites:	2
Primary Activity	Restoration	Total Project Acres:	217

Summary

Roseville proposes to restore 106 acres of diverse wildlife habitat at two City-owned, open space Discovery Parks, including oak forest, savanna, prairie, emergent wetland and shallow lake shoreline. These habitats support remnant plant communities rare for an urban core area (within 3.5 miles of downtown St. Paul). Habitat will be improved for game species (especially wood duck), nongame species (birds and pollinators), as well as improve shoreline and near-shore habitat in Bennett Lake (a MN DNR kids Fishing In the Neighborhood lake). In 2002, the City of Roseville conducted a city-wide park system natural areas inventory and management planning project. The projects proposed in this grant represent priority projects identified in the resulting Parks Natural Resources Management Plan. Many residents have contacted the City and expressed strong support for restoration of rare remnant natural communities in the park system, especially the sand savanna at Reservoir Woods (in grant).

Problem Statement

In 2002, the City of Roseville conducted a city-wide park system natural areas inventory and management planning project. The projects proposed in this grant represent priority projects identified in the resulting Parks Natural Resources Management Plan. Historic air photos, anecdotal reports from citizens, and regular monitoring conducted by natural resource professionals all document the incremental loss of functionality to the oak forest, oak sand savanna/prairie and wetland identified in this grant application for management. The City proposes management of these areas (especially the sand savanna/prairie) with a sense of urgency and the understanding that if they continue to go unmanaged for much longer the remnant native plant communities and wildlife habitat value will be lost. Bennett Lake is a shallow lake that is managed as a MN DNR kids Fishing In the Neighborhood (FIN) lake and is very heavily used by residents in the area to provide opportunities for youth angler recruitment and retention. As an urban lake, Bennett Lake experiences challenges with the Aquatic Invasive Species curlyleaf pondweed and runoff from adjacent areas. The City is planning to manage curlyleaf pondweed, starting in 2015 as part of another project but integrated with activities in this grant. Activities in this project will help improve the buffering capacity of upland areas adjacent to Bennett Lake, as well as wetlands in Reservoir Woods and Central Park.

Project Objectives

The proposed project will restore the following native wildlife habitats: 85 acres of oak woodland/forest habitat 10.5 acres of prairie/savanna habitat 8.1 acres of emergent marsh/waterfowl habitat 1,167 Linear feet of Bennett Lake shoreline/fisheries habitat. Reservoir Woods is known to historically support a good diversity of wildlife, including pollinators. Indications are that there has been a significant reduction in pollinator numbers and species diversity in recent decades. Our objective is to dramatically reverse this trend by restoring diverse prairie, oak savanna, oak forest and emergent wetland. The remnant sand savanna/prairie at Reservoir Woods is one of a very few habitats of its kind in the Twin Cities. It is currently being overtaken by brush and trees - this project will reverse that trend. The 8-acre wetland proposed for restoration at Reservoir Woods has modest use by waterfowl (primarily wood ducks) and is generally dominated by nonnative plants of low wildlife value. We propose to restore native grasses, sedges, rushes, flowers and emergent plants to increase waterfowl and nongame wildlife habitat value. Currently, a local resident maintains multiple, predator-resistant wood duck boxes (~17) at the site that we feel are underutilized primarily due to limitations of quality wetland habitat and feeding opportunities. In preparation for restoration work within City park natural areas, the City conducted a competitive process to select an ecological restoration contractor to complete native wildlife habitat restoration work in our park system. Because the numbers represented in our budget were arrived at through a competitive bidding process, we feel they are cost-effective for the activities proposed. Likewise, the restoration tools, timing and method have been demonstrated in other projects to be effective. The City also developed a set of minimum performance standards that restoration work must meet. Through our performance standards, more than 90% of vegetative cover must be comprised of diverse native vegetation at any structural level within a natural community. The sites identified occur adjacent to other City-owned park open space natural areas. At Bennett Lake/Central Park, the project site occurs along a series of natural features elsewhere in the park as well as being connected to Lake Owasso. Reservoir Woods directly connects to McCarrons Lake and a Ramsey County Open Space site.

Methods

Oak Forest/savanna and Prairie Habitat Restoration Oak woodland/forest areas are currently characterized by an abundance of invasive/nonnative brush. Proposed activities include hand cutting and treating brush around sensitive features followed by mechanical shredding in fall/winter 2014-15. This will be followed by seeding with local ecotype native grasses and flowers to provide quality habitat for a wide variety of wildlife. Our experience is that conducting native seeding at this point is critical to backfill any vacuum left after invasive brush is removed. It also helps build sufficient fuel for conducting prescribed burns - critical for long-term control of invasive brush. Seedlings of invasive brush and herbaceous species will be spot treated a minimum of four times each growing season, including a combination of spot spray/mow. Spot spraying is important to minimize damage to nontarget plants, particularly those with high wildlife/pollinator value. Shoreline areas along Bennett Lake are currently dominated by nonnative, invasive plants (especially reed canary grass). We will conduct a minimum of 3-4 site preparation steps to control the reed canary grass. This process is anticipated to include mowing, treatment with a grass-specific herbicide, prescribed burn and application of an aquatic-formulation glyphosate herbicide. In areas that exhibit persistent reed canary grass, additional herbicide application and/or light tillage may be used to achieve full control prior to seeding/planting. Seeding and planting will occur using a diverse seed and plant mix of local ecotype origin whenever possible. Because Bennett Lake exhibits some water level fluctuations and herbivory by muskrats, we have developed a custom seed/plant mix tolerant of conditions specific to this lake. As well, we will erect and maintain muskrat/herbivore protection

fencing until the live plants have established and can tolerate periodic herbivory. Some areas of the shoreline exhibit erosion (which can effect water quality and be a safety issue for kids fishing around the lake). Where erosion is present, minor reshaping, installation of biolog or other features will be used to stabilize shoreline areas. Shoreline restoration areas will be maintained through a minimum of 4 spot spray/mow/hand pull weed treatments each season. We also anticipate that the shoreline area will have one prescribed burn conducted during the grant period.

Experience / Abilities

Roseville Parks & Recreation has been conducting natural areas restoration and management within its park system since 2002. We have completed projects on our own, as well as working with other local and state agencies and restoration contractors. Projects have included forest/woodland restoration, shoreline buffer/restoration, converting turf to prairie, rain gardens and wetland restoration. We have successfully completed a variety of grant-funded efforts for water/natural resources management including MN DNR Conservation Partners, Metro Greenways, shoreline restoration, and other grants. We have many years of experience successfully managing grant finances, teaming with outside agencies, and managing contractors. In each instance, we have achieved our expected outcomes for these projects. Through a competitive bid process conducted in 2014, the City of Roseville selected Stantec as their ecological restoration contractor to complete restoration projects within Roseville Parks. Stantec has conducted ecological restoration work for the City since 2002 and has all the necessary staff, equipment and skills to complete the outlined work. Additionally, Stantec will be held to a set of minimum performance standards that are incorporated into their contract with the City and has already provided a Performance Bond to the City to ensure successful completion of this work.

Project Timeline

Time Frame	Goal
Fall/winter 2014-15	Cut/treat invasive brush
Fall '14-Spring'15	Control invasive herbaceous veg
Late winter 2015	Woodland/prairie frost seeding
Spring 2015	Final prep shoreline restoration
Spring 2015	Seed/plant shoreline
2015-2017	Min. 4x weed treatments/yr.
2015-17	Veg/wildlife monitoring

Estimated Project Completion Date: 2017-06-30

Project Information

1. Describe the degree of collaboration and local support for this project.

The City of Roseville has worked hard to engage local watersheds, Ramsey Conservation District, volunteers, citizens, local University faculty/students and others as the City builds a long-term natural resources management program within the Parks & Recreation Department. We have specifically discussed these projects with Ramsey Conservation District staff, Ramsey-Washington Metro Watershed District Staff, and Capitol Regions Watershed District staff. All are very supportive of completing this work and have acknowledged the benefits for treating invasive species (we have been coordinating with Ramsey Conservation District on Emerging Invasive Species detection/treatment), value to wildlife/pollinators, native habitats, water quality and others.

2. Describe any urgency associated with this project.

Through its effort in 2002 to inventory park natural areas and develop a system-wide natural resources management plan, we realized that Reservoir Woods and Central Park/Bennett Lake were among the highest priority areas for ecological restoration (the City has also conducted significant natural resources management at Langton Lake Park). There is great urgency to conduct management activities within the oak woodland/forest, and especially the prairie/oak savanna areas within this grant. Historic air photos and anecdotal accounts from long-time residents clearly indicate the aggressive colonization of trees and brush into remnant prairie and savanna areas and a reduction in the amounts/types of wildlife that have been observed since the 1960s. There is still remnant native vegetation in these areas but it will soon be lost to excessive shading if no efforts are made to remove/control invasive brush. This is the largest remnant sand savanna within just a few miles of downtown St. Paul.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

The City has budgeted some funding for ecological restoration work throughout the City's Park system, including at the sites identified in this grant application. CPL Grant funds would supplement our existing budget and allow us to accomplish better restoration outcomes at this sites and across our entire park system.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

Our parks are open to the public for a wide variety of environmental education, passive recreation, and other opportunities. Roseville Parks is proud to have two kids Fishing In the Neighborhood (FIN) lakes in our park system (Bennett Lake...in this grant, as well as Langton Lake). Roseville Parks does not allow hunting within its park system, but supports habitat management for species that may be hunted elsewhere (esp. waterfowl such as wood ducks).

5. Discuss use of native vegetation (if applicable).

We propose to use only native vegetation and primarily local ecotype native seed and plant sources. We are confident that we will be able to source all (or nearly all) of our plant materials from within 30-40 miles of the site. We intend to develop native seed and plant mix lists that include over 50 species of grasses, sedges, flowers and ferns native to the Roseville area.

6. Discuss your budget and why it is cost effective.

The City of Roseville conducted a competitive bidding process when considering completion of the restoration projects outlined in the grant application. Based on our experience conducting similar restoration work in our other parks, we are confident that the results of the competitive bid process resulted in costs that are consistent with similar projects in the region.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

The City of Roseville Parks & Recreation department has a long history of engaging its citizens, other agencies and nonprofits in developing the collective conservation ethic in our city. Our Harriet Alexander Nature Center (HANC) conducts a wide variety of environmental education programs for all ages, we conduct regular park programs that enable nature discovery, partner with MN DNR and support Fishing In the Neighborhood programs at two lakes in our park system, and recently hired a volunteer coordinator who will be responsible for community outreach/engagement on natural resources projects. The City is currently in the process of building a natural resources program that is intended to not only manage natural areas, but engage and train citizen scientists to assist with monitoring parks natural resources (vegetation, frogs/toads, birds), assist with conducting natural resources management (assist with invasive brush management, collect local ecotype native seed and more)

Site Information

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager

Land Manager

Name: **Lonnie Brokke**

Phone: **651-792-7101**

Organization: **City of Roseville**

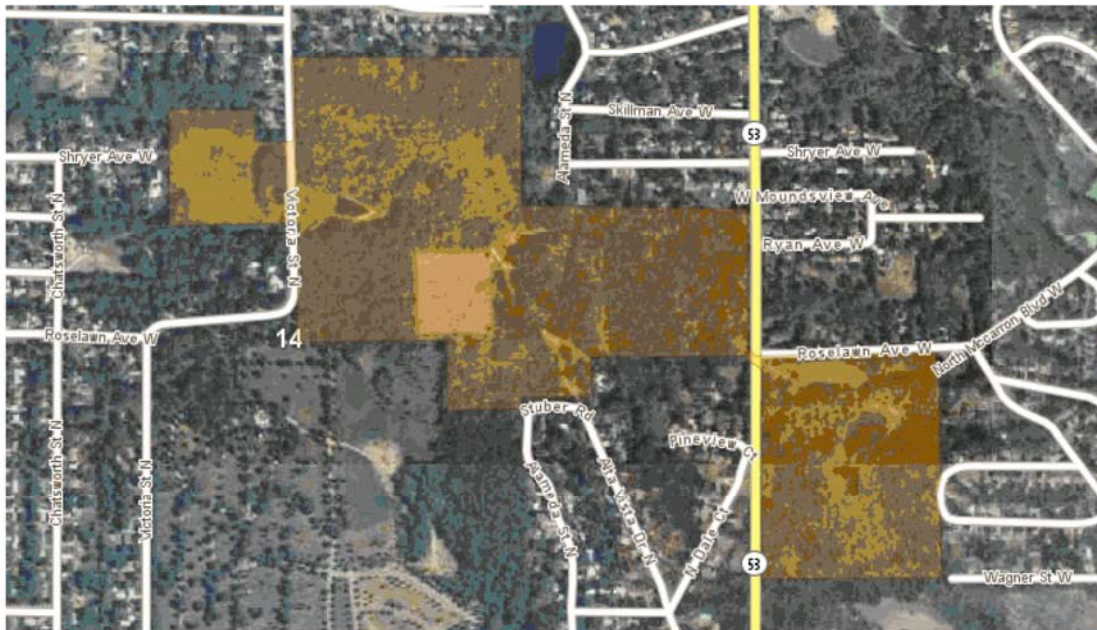
Email: **lonnie.brokke@ci.roseville.mn.us**

Title: **Director of Parks and Recreation**

Review and Approval Form: **Roseville_MN_DNR_CPL_land_managers_approval_form_9-15-14.pdf**

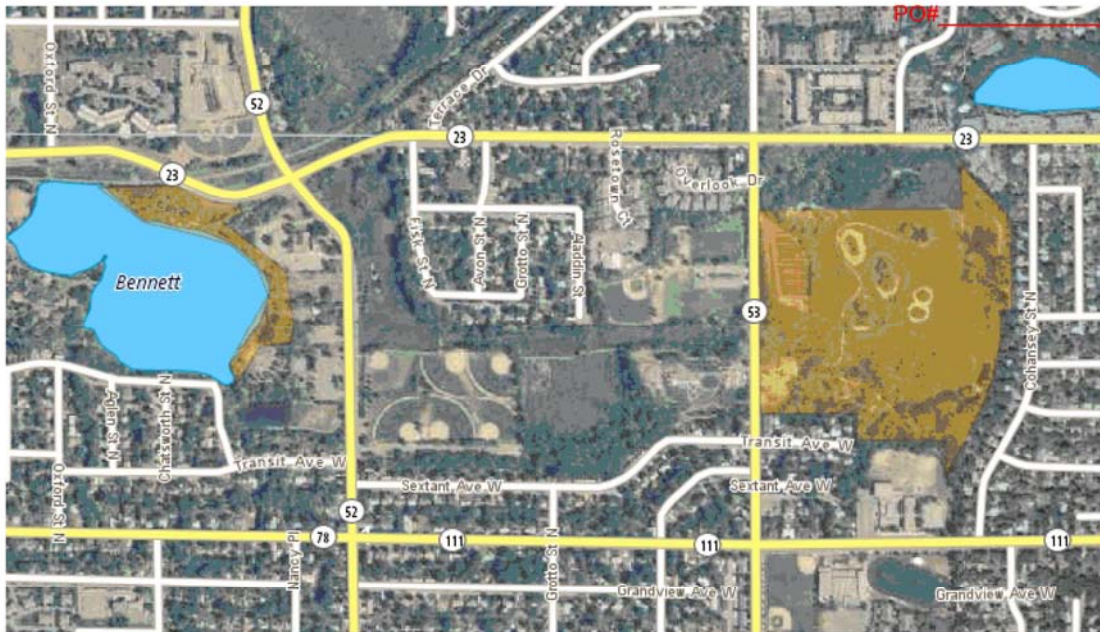
Site Information

Site Name	Reservoir Woods	Acres:	106
Habitat	Fish, Game or Wildlife Habitat	Open to Public Hunting?	No
Activity:	Enhancement	Open to Public Fishing?	Yes - all
Land Ownership:	Local Government		



Site Information

Site Name	Bennett Lake/Central Park Kids Fishing (FIN) Lake	Acres:	111
Habitat	Fish, Game or Wildlife Habitat	Open to Public Hunting?	No
Activity:	Restoration	Open to Public Fishing?	Yes - all
Land Ownership:	Local Government		



Budget Information**Organization's Fiscal Contact Information**

Name:	Patrick Trudgeon	Street Address 1:	2660 Civic Center Drive
Title:	City Manager	Street Address 2:	
Email:	patrick.trudgeon@ci.roseville.mn.us	City:	Roseville
Phone:	651-792-7021	State:	MN
		Zip Code:	55113

Budget Details**Contracts**

<u>Contractor Name</u>	<u>Contracted Work</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
Stantec	Forest, shore, prairie/savanna	\$120,966	Grant	
Stantec	Forest, shore, prairie/savanna	\$362,898	Match	Cash

Additional FundingAdditional Funding Amount **\$0**

Additional Funding Details:

NA

Budget Overview

Item Type	Grant	Match	Total
Personnel			
Contracts	\$120,966	\$362,898	\$483,864
Fee Acquisition with PILT			
Fee Acquisition without PILT			
Easement Acquisition			
Travel (in-state)			
Professional Services			
DNR Land Acquisition Cost			
Equipment/Tools/Supplies			
Additional Budget Items			
Total:	\$120,966	\$362,898	\$483,864

Project Funding Summary

Grant Type:	Metro
Grant Request Level:	over \$25,000
Total Grant Amount Requested:	\$120,966
Total Match Amount Pledged:	\$362,898
Additional Funding Amount:	\$0
Total Project Cost:	\$483,864

Natural Heritage Database Review

Answer the following questions

Natural Heritage elements were found within my project site(s): No

Attachments

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL staff to discuss your options.

Letters of Support

Partner Commitment Letters

Photos

Restoration Plans

<u>File</u>	<u>Description</u>
Roseville_Natural_Resource_Management_Plan_2002.pdf	Natural Resources Mgmt Pln
Proposed_Bennett_Lake_Shoreline_Restoration_Areas_Map_MN_DNR_CPL_Grant_9-16-14.pdf	Bennett Lake Shoreline Restoration location

Engineering/Survey/Design Plans

Supplemental Documents

Final Application Submission

This completes your CPL Grant Application. Please take the time to revisit the previous sections and make sure you have entered everything completely and correctly. Once you hit the submit button below, you will not be able to return to this application to make changes.

- ✓ I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- ✓ I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to compete this project and that it will comply with all applicable laws and regulations.
- ✓ I certify that all of the information contained in the application is correct as of the time of the submission. If anything should change, I will contact CPL Grant Staff immediately to make corrections.
- ✓ I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- ✓ I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- ✓ I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature:

Jeff Evenson

Organization / Agency:

City of Roseville

Title:

Parks Superintendent

Date:

2014-09-19

CAPITOL REGION WATERSHED DISTRICT
GRANT AGREEMENT

Re: Cost Share Grant Funding for Villa Park Wetland Restoration Activities.

Included Exhibits: A. Project Definition and Grant Award Summary

THIS AGREEMENT is entered into this ____ day of _____, 2015, by and between City of Roseville Park & Recreation Department, hereinafter referred to as the "Grantee", and the Capitol Region Watershed District, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Best Management Practices throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2015 Budget and Workplan which includes funding for Special Projects and Grants; and

WHEREAS, the District and the Grantee have worked cooperatively to develop a project approach that is acceptable to both parties; and

WHEREAS, the District and the Grantee have a desire design and construct drainage and site improvements to Villa Park Wetland; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$22,410.00 for the construction of drainage and site improvements; and

WHEREAS, the Grantee is committed to funding the remainder of the project costs;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Project: The Grantee shall perform the Project as defined in Exhibit A, as approved by the District.

2. Payment: The District shall make a grant to the Grantee in an amount not to exceed \$22,410.00. The grant is limited to costs associated with items identified in Exhibit A. Payment will be in the form of reimbursement for actual costs, following receipt of documentation from the Grantee that the work has been completed satisfactorily.

The Grantee shall complete the project and request reimbursement no later than December 31, 2016.

3. Functionality: If the Project is a physical improvement, the Grantee shall ensure that the Project is fully functional, adequately maintained and meets the specifications of the grant application for a period of 15 years. If the Project is a study or analysis, the Grantee shall make the final Project available to the public, or shall provide a copy to the District.

4. Reports: The Grantee will invite the District to key planning meetings and provide periodic updates during the design process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project. If the project is

a physical improvement, the grantee must obtain written approval of the final plans and specifications from the District prior to construction.

5. Liability: The Grantee agrees to defend, indemnify and hold harmless the District against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement, whether by the parties or by their agents, employees or contractors. Neither the District, or the Grantee, if applicable, waive any immunities provided by any law or doctrine, including those of Minnesota Statutes Chapter 466. Nothing herein shall be construed to allow a claimant to obtain separate judgments or separate liability limits from the individual parties.

6. Modification: It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

This agreement shall remain in full force and effect until December 31, 2016, unless earlier terminated by mutual agreement of the Grantee and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE

CAPITOL REGION WATERSHED DISTRICT

By _____

Name _____

Title _____

By _____

Joseph Collins
Board President

By _____

Name _____

Title _____

By _____

Mark Doneux
District Administrator

Approved as to Form:

By _____

James A Mogen
Assistant Ramsey County Attorney
Attorney for CRWD



Capitol Region Watershed District

1410 Energy Park Drive, Suite 4 • Saint Paul, MN 55108

T: (651) 644-8888 • F: (651) 644-8894 • capitolregionwd.org

Exhibit A: Project Definition and Grant Award Summary

The following serves as a scope for Capitol Region Watershed District's (CRWD) Special Grant Award to the City of Roseville Parks and Recreation Department for the Villa Park Wetland Improvement project. These elements will be incorporated into a grant agreement to be executed prior to the construction of any grant eligible elements. In order for elements to be eligible for grant reimbursement, restoration activities must be completed and maintained to the specifications outlined below. All projects must also meet the goals outlined in Table 1 and be verified as fully functional by CRWD staff or representative.

Wetland Restoration Activities

Wetland restoration activities will be completed to the specifications outlined below and in the locations identified in the included map. Restoration activities are required to meet the objectives outlined in Table 1 in order to be eligible for reimbursement.

Table 1. Summary of Villa Park Wetland Restoration Activities

Task	Area	Objective	Anticipated resource management activities
Remove/block clay tile	2 Locations	The purpose of this task is to eliminate the "scope and effect" of the tile, which is resulting in a partially drained wetland system and contributes to a degraded plant community.	Block drainage tile at the discharge point, where it is entering the ditch.
Install ditch blocks	6 Locations	Currently the ditch intercepts drainage that enters the ditch from the north and bypasses the downstream wetland. In addition, the ditch is causing "scope and effect", which artificially lowers the water table in the wetland near the ditch. Combined, these result in a partially drained wetland. The objective of the ditch blocks is to render the ditch ineffective and restore the hydrology of the wetland.	Soil will be put in select locations (ditch blocks) to raise the water level in and disable the ditch. This will also help to restore the natural drainage to the wetland downstream of the ditch the flows from the west to the east.
Vegetation management/ restoration	3 Acres	Improve habitat by treating invasive/nuisance species and restoring with native wetland species. NOTE: Roseville's contract/agreement with restoration contractor includes a performance standard of 90% native vegetation in managed areas at end of restoration period (c. 2017).	Adaptive management activities are anticipated to include treatment of invasive nonnative vegetation as well as seeding and/or plug planting of native grasses, sedges, rushes and wildflowers. Invasive brush will be cut/treated and resprouts/new seedling recruitments spot treated with herbicide. Release of biocontrol agents for purple loosestrife may occur if available and site conditions warrant.

Grant Award Summary

Once restoration activities have been completed according to the specifications in Table 1 and are verified by CRWD staff or representative, City of Roseville Parks can submit a request for reimbursement. Grant reimbursement amounts are outlined in Table 2 and are not to exceed actual project costs.



Capitol Region Watershed District

1410 Energy Park Drive, Suite 4 • Saint Paul, MN 55108

T: (651) 644-8888 • F: (651) 644-8894 • capitolregionwd.org

Table 2. Grant Award Summary

Task	Grant Award
Mobilization	\$1,800
Remove/Block clay tile	\$3,240
Install ditch blocks	\$14,400
Vegetation management/restoration	\$2,970
Total	\$22,410

\\CRWDC01\Company\06 Projects\Special Grants\2015\Applicants\Roseville Parks\Roseville Parks Agreement Exhibit A.docx



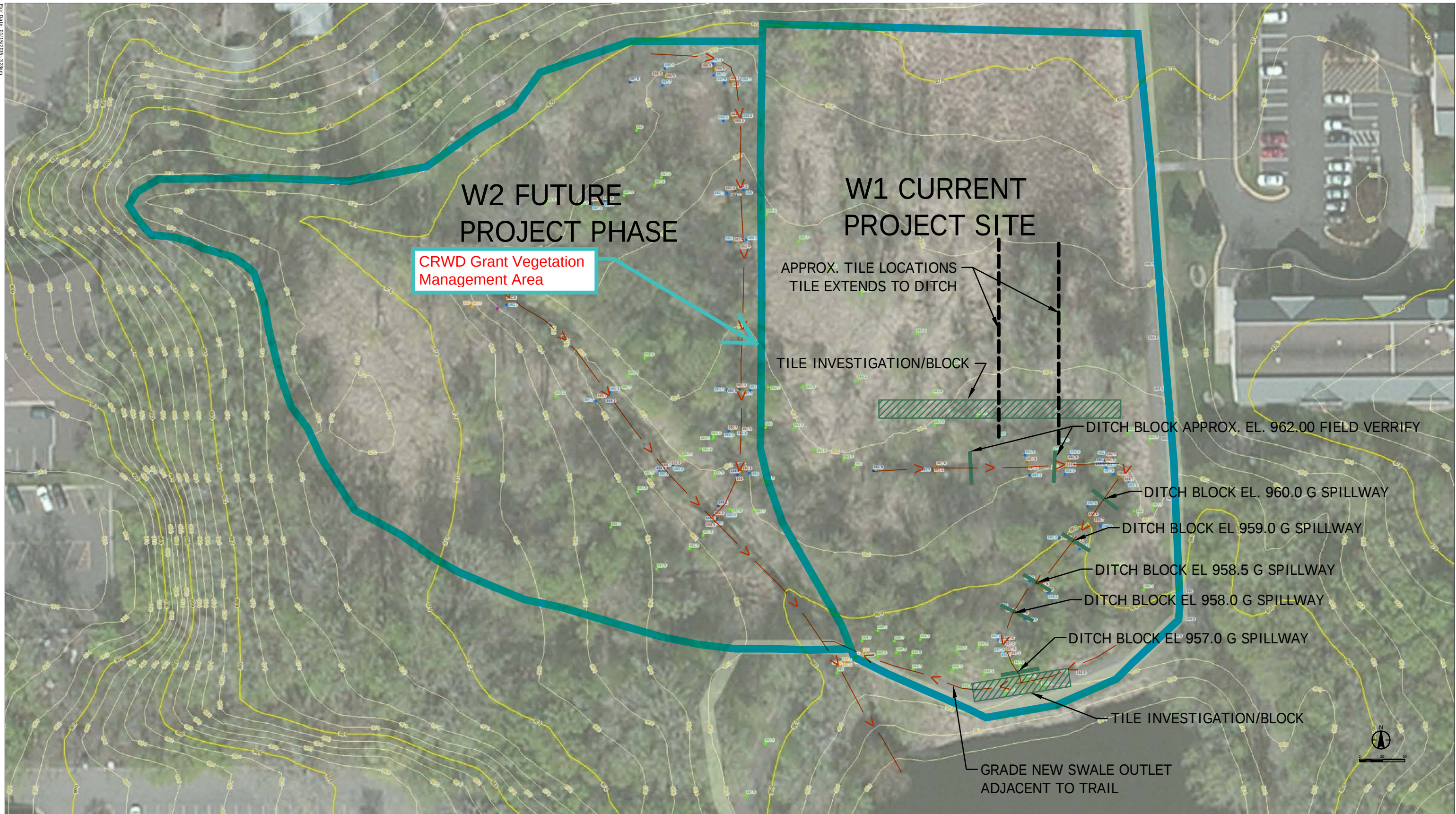
Capitol Region Watershed District

1410 Energy Park Drive, Suite 4 • Saint Paul, MN 55108

T: (651) 644-8888 • F: (651) 644-8894 • capitolregionwd.org

Exhibit A (continued): Preliminary Project Map

Plot Date: 01/15/2015 3:28pm
Drawing name: V:\193703095\06_report_deline\dwg_design\urban\plan\fig2.dwg
User: jk



WORK MAP

CITY OF ROSEVILLE, MINNESOTA
VILLA PARK

FIGURE 2