



STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT  
Environment and Natural Resources Trust Fund

Swift Contract Number: \_\_\_\_\_

This Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and City of Duluth, 411 First St W, Duluth, MN, 55802("Grantee").

### Recitals

1. Under [Minn. Stat. §84.026](#) the Department of Natural Resources is empowered to enter into grant agreements.
2. Under M.L. 2025, First Special Session, Chp. 1, Art. 2, Sec. 2, Subd. 09I, Enhancing Preservation and Accessibility at Hawk Ridge Nature Reserve, \$155,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with the city of Duluth to develop accessible trails and remove invasive species to enhance outdoor recreation and education opportunities that promote conservation of raptors and preservation of natural resources at Hawk Ridge Nature Reserve.
3. The State awards to the Grantee for the purpose of conducting the program entitled Enhancing Preservation and Accessibility at Hawk Ridge Nature Reserve in the manner described in the Grantee's approved Work Plan.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement and Minn. Stat. Ch. 116P.

### Grant Contract Agreement

#### 1 Term of Grant Contract Agreement

**1.1 Effective Date.** July 1, 2025, or the date the State obtains all required signatures, whichever is later.

- A. Notwithstanding [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee submitted, and the State approved a work plan and budget whose expenditures can be reimbursed as of the effective date of this grant agreement pursuant to [Minnesota Statutes § 16B.98, Subd. 11](#). Pursuant to [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

**1.2 Expiration Date.**

- A. June 30, 2028, or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 30, 2028.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

## 2 Specifications, Duties, and Scope of Work

- 2.1 See Attachment A, approved work plan, which is incorporated and made a part of this agreement. If applicable, the Grantee shall provide the State's Authorized Representative a copy of the revised work plan and the corresponding ENRTF approval letter within one week of any ENRTF approved changes to the work plan.
- 2.2 The Grantee will comply with the required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1), Minn. Stat. Ch.116P, and [M.L. 2025, First Special Session, Chapter 1](#)
- 2.3 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2).
- 2.4 The grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- 2.5 The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual or potential conflicts of interest to the State's Authorized Representative. The Grantee must sign Attachment C, Conflict of Interest Disclosure, when countersigning this agreement.

## 3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

## 4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 **Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$155,000, which shall be paid in accordance with the terms outlined in the project budget in Attachment A, which is attached and incorporated into this Grant Contract Agreement.
- 4.2 **Administrative Costs.** Grantee administrative costs must be necessary and reasonable.
- 4.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed the amount in the in the approved budget. 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.

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 (ML25 Ch. 39 Art. 3 Sec. 2 renames this "Nonrepresented employees compensation plan") promulgated by the Commissioner of Minnesota Management and Budget.

- 4.4 **Invoices.** The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily

performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely in accordance with the Reimbursement Manual – Attachment D, with additional details as requested by the State. The Grantee must submit reimbursement requests at least annually while grant work is being done and expenses have been incurred.

If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case-by-case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

**4.5 Retainage** The final reimbursement will be paid out when the State determines that the Grantee has satisfactorily fulfilled all the terms of this agreement, unless otherwise excludes by the State in writing.

**4.6 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

## **5 Conditions of Payment**

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

## **6 Use of Funds**

**6.1** The Grantee shall use the proceeds of this agreement only for the eligible direct expenditures of the program as described in the approved work plan.

**6.2** The Grantee may provide portions of the proceeds of this agreement to the State. Work done by the State must be so specified in the approved work plan. A letter shall be submitted to the State's Authorized Representative and include work to be accomplished; the specific area of the work plan authorizing the work; the portion of the proceeds to be used by the State; and the name, title, address, phone number and e-mail address for the State's staff member assigned to accomplish the work. The State will have the opportunity to review the letter and approve the work prior to accepting the funds. The Grantee's proceeds available under clause 4, Consideration and Payment, of this agreement shall be reduced by the amount provided for State use. In return, the State agrees to report back to the Grantee as to how appropriation funds were spent once the work is completed.

## **7 Contracting and Bidding Requirements**

### **7.1 Municipalities**

- A. Per [Minnesota Statutes §471.345, Uniform Municipal Contracting Law](#), grantees that are Municipalities as defined in Subdivision 1 must follow the law.
- B. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

- C. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- D. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

## **7.2 Nongovernmental Organizations**

- A. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- B. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.
- C. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- D. The Grantee must take all and necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - 1. [State Department of Administration's Certifies Targeted Group, economically Disadvantaged and Veteran-Owned Vendor List](#)
  - 2. Metropolitan Council Underutilized Business Program
  - 3. Small Business Certification Program through Hennepin County, Ramey County, and City of St. Paul: [Central Certification Directory](#)
- E. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- F. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- G. Notwithstanding 7.2.A - 7.2.D above, the State may waive bidding process requirements when:
  - 1. It is determined there is only one reasonably able and available source for such materials or services and that Grantee has established a fair and reasonable price.
  - 2. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.
  - 3. The Grantee must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

## **8 Authorized Representatives**

- 8.1** The State's Authorized Representative is Katherine Sherman-Hoehn, Grants Manager, 651-259-5533, [katherine.sherman-hoehn@state.mn.us](mailto:katherine.sherman-hoehn@state.mn.us), or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the

services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

**8.2** The Grantee's Authorized Representative is Katie Bennett, kbennett@duluthmn.gov, 411 First St W, Duluth, MN, 55802, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

**8.3** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

## **9 Assignment, Amendments, Waiver, and Contract Complete**

**9.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

**9.2 Amendments.** Any amendment to this Grant Contract Agreement 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 Agreement or their successors.

**9.3 Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

**9.4 Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

## **10 Subcontracting and Subcontract Payment**

**10.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

**10.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.

**10.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

**10.4** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

**10.5** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

## **11 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 performance of this Grant Contract Agreement 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 Agreement.

## **12 State Audits**

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract 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.

## **13 Government Data Practices and Intellectual Property Rights**

**13.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minnesota Statutes § 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.

**13.2 Intellectual Property Rights.** The Grantee will comply with Minnesota Statutes, Chapter 116P.10.

## **14 Workers Compensation**

The Grantee certifies that it is in compliance with [Minnesota Statutes § 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.

## **15 Criminal Background Checks**

A recipient of an appropriation that is receiving funding to conduct children's services, as defined in Minnesota Statutes, section 299C.61, subdivision 7, must certify to the Legislative-Citizen Commission on Minnesota Resources, as part of the required work plan, that it performs criminal background checks for background check crimes, as defined in Minnesota Statutes, section 299C.61, subdivision 2, on all employees, contractors, and volunteers that have or may have access to a child to whom the recipient provides children's services using the appropriation.

## **16 Monitoring**

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.



Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained, and that no conversion of use has occurred.

## **17 Governing Law, Jurisdiction, Venue**

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **18 Termination**

### **18.1 Termination by the State.**

#### **A. Without Cause.**

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice and with the approval of the Legislative Citizen Commission on Minnesota Resources (LCCMR). Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

#### **B. With Cause.**

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, 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.

### **18.2 Termination by the Commissioner of Administration.**

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

### **18.3 Termination for Insufficient Funding**

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

## 19 Publicity and Endorsement

**16.1 Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the LCCMR as the sponsoring agency. Publicity includes, but is not limited to websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subrecipients. All projects primarily funded by LCCMR grant appropriations must publicly credit the LCCMR, including on the grantee's website, when practicable. Acknowledgment may occur through use of the fund logo or inclusion of language attributing support from the trust fund.

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

## 20 Data Disclosure

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, 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.

## 21. Use of Funds as Match to Other Grants or Programs

The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

**21.1** The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).

**21.2** The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

## 22. American With Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

## 23. Non-Discrimination Requirements

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

**23.1** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.

**23.2** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

**23.3** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.



**23.4** Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

**23.5** Any other applicable non-discrimination law(s).

## **24. Reporting Requirements**

The Grantee is bound to reporting requirements in [Minn. Stat. §116P](#), [M.L. 2025, First Special Session, Chapter 1](#), Attachment A, as well as Attachments D, E and F (if applicable).

## **25. Invasive Species Prevention**

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to Operational Order 113](#) ([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf))

## **26. Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts](#) ([http://files.dnr.state.mn.us/natural\\_resources/npc/bmp\\_contract\\_language.pdf](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf)).

## **27. Program Requirements**

The grantee must comply with the most current versions of Attachments A, B, C, D, and E (if applicable) as attached and incorporated into this grant contract agreement.

### **Attachments**

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

**X Attachment A: Approved Work Plan**

**Attachment B:** Non-governmental Organization Subcontracting (if applicable)

**X Attachment C:** Conflict of Interest Disclosure

**X Attachment D:** Reimbursement Manual

**Attachment E:** Land Acquisition Reporting Procedures (if applicable)

**X Attachment F** ENRTF Capital Construction Project Requirements (if applicable)

## Grant Contract Agreement Signature Page

### State Encumbrance Verification

*Individual certifies that funds have been encumbered as required by Minnesota Statutes. §§ 16A.15*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No./PO No. \_\_\_\_\_

### State Agency

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Grantee

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Grantee

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Grantee

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT do not sign



## Environment and Natural Resources Trust Fund

M.L. 2025 Approved Work Plan

### General Information

**ID Number:** 2025-268

**Staff Lead:** Mike Campana

**Date this document submitted to LCCMR:** June 5, 2025

**Project Title:** Enhancing Preservation and Accessibility at Hawk Ridge Nature Reserve

**Project Budget:** \$155,000

### Project Manager Information

**Name:** Katie Bennett

**Organization:** City of Duluth

**Office Telephone:** (218) 430-4317

**Email:** kbennett@duluthmn.gov

**Web Address:** <https://duluthmn.gov/>

### Project Reporting

**Date Work Plan Approved by LCCMR:** June 24, 2025

**Reporting Schedule:** March 1 / September 1 of each year.

**Project Completion:** June 30, 2028

**Final Report Due Date:** August 14, 2028

### Legal Information

**Legal Citation:** M.L. 2025, First Special Session, Chp. 1, Art. 2, Sec. 2, Subd. 09I

**Appropriation Language:** \$155,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with the city of Duluth to develop accessible trails and remove invasive species to enhance outdoor recreation and education opportunities that promote conservation of raptors and preservation of natural resources at Hawk Ridge Nature Reserve.

**Appropriation End Date:** June 30, 2028

## Narrative

**Project Summary:** Enhance outdoor recreation and education opportunities that promote conservation of raptors and preservation of natural resources through development of an accessible trail and removal of invasive species at Hawk Ridge.

**Describe the opportunity or problem your proposal seeks to address. Include any relevant background information.**

Hawk Ridge Bird Observatory (Observatory) was established to further bird research, preservation, education, and stewardship at the Hawk Ridge Nature Reserve (Hawk Ridge), an internationally recognized observation site for bird migration. The Observatory has monitored bird population health for 50 years through migration counts and banding research at Hawk Ridge, and educates thousands of people from around the world on the ecological importance of birds and bird conservation each year.

A community-based planning process for Hawk Ridge revealed three primary challenges: 1) Limited accessible facilities and trails for education programs and outdoor recreation; 2) Visitor safety and conflicts with vehicle traffic; and 3) Limited space and resources for high-quality conservation-based education programming.

This Phase 1 proposal addresses the problem that people of all abilities do not have access to high-quality outdoor recreation and conservation-based education at Hawk Ridge, and the negative effects of invasive species on native plant species. Accessibility to facilities at Hawk Ridge is challenging or non-existent. Accessible viewing areas are limited to the unsafe roadside and one small education program area; the viewing platform is not accessible. There are no accessible trails and, therefore, trail-based education, programming, and research opportunities are not available to all people.

**What is your proposed solution to the problem or opportunity discussed above? Introduce us to the work you are seeking funding to do. You will be asked to expand on this proposed solution in Activities & Milestones.**

This funding will support Phase I improvements of the Hawk Ridge Nature Reserve Plan to provide visitors of all abilities with access to high-quality outdoor recreation and conservation-based education opportunities. Approximately 1,300 linear feet of universally accessible trail will be constructed, including an accessible loop and access to the viewing platform. The loop will be established through a combination of newly constructed trail, segments of new boardwalk to protect and preserve wetlands, and upgrades to existing trail to meet the firm and stable surface requirements for an accessible trail. All trail will be designed to meet the ABA recreational trail accessibility standards and MN DNR sustainability guidelines. Approximately 1.25 acres of invasive species removal will be completed along the accessible trail corridor.

With the implementation of future project phases, the accessible trail loop will connect a variety of new accessible facilities, including: parking, educational spaces, an amphitheater, permanent restrooms, a playscape, and an overlook area.

Phase I improvements will make the uniquely situated natural area of Hawk Ridge a safer, more sustainable, accessible, and equitable space, allowing the Observatory to expand outdoor conservation-based education opportunities to more people and inspire new stewards of birds and our natural spaces.

**What are the specific project outcomes as they relate to the public purpose of protection, conservation, preservation, and enhancement of the state's natural resources?**

Phase 1 improvements at Hawk Ridge will:

- Sustain and expand outdoor environmental education opportunities that enhance youth and family understanding of the importance of protection, conservation, preservation, and enhancement of local natural resources.
- Construct 1,300 linear feet of new accessible trail to expand outdoor education opportunities and promote protection and conservation of local natural resources for people of all abilities.

- Protect and preserve the hydrological integrity of wetlands by constructing 180 linear feet of raised boardwalk.
- Protect nature resources and native plant species by removing invasive species on approximately 1.25 acres of land.

## Project Location

**What is the best scale for describing where your work will take place?**

City(s): Duluth

**What is the best scale to describe the area impacted by your work?**

Statewide

**When will the work impact occur?**

In the Future



## Activities and Milestones

### Activity 1: Pre-Design / Design

**Activity Budget:** \$13,000

**Activity Description:**

Evaluate project requirements and objectives, establish project metrics and budget, complete necessary consultations and approval process, and secure funding.

**Activity Milestones:**

Description	Approximate Completion Date
Dept. of Administration Pre-Design Review*	July 31, 2024
Consultation with SHPO*	July 31, 2025
All Construction Funds Legally Secured*	July 31, 2025
Approval of Plans	August 31, 2025
Other Permitting / Agency Review	August 31, 2025

### Activity 2: Pre-Construction / Construction

**Activity Budget:** \$140,000

**Activity Description:**

Prepare construction documents to competitively bid and award the construction contract, and hold pre-construction meetings with the contractors, and begin physical construction and construction management. Approximately 1,300 linear feet of universally accessible trail will be constructed, including an accessible loop and access to the viewing platform. The loop will be established through a combination of newly constructed trail, segments of new boardwalk to protect and preserve wetlands, and upgrades to existing trail to meet the firm and stable surface requirements for an accessible trail. All trail will be designed to meet the ABA recreational trail accessibility standards and MN DNR sustainability guidelines. Approximately 1.25 acres of invasive species removal will be completed along the accessible trail corridor.

**Activity Milestones:**

Description	Approximate Completion Date
Advertisement for Bid	September 30, 2025
Construction Contractor Selected	October 31, 2025
Pre-construction Meetings	April 30, 2026
Construction, Oversight, & Administration Begins	May 31, 2026
Mobilization/Site Preparation/Staking	May 31, 2026
Substantial Completion	June 30, 2026
Construction, Oversight, & Administration Ends	July 31, 2026

### Activity 3: Closeout

**Activity Budget:** \$2,000

**Activity Description:**

Post-construction activities to close the project out, including addressing punch list items, addressing all permitting and grant requirements, re-opening the facility to the public, and completing final payments and reports.

**Activity Milestones:**

Description	Approximate Completion Date
Stabilization/Punch List Items/As-builts Approved	July 31, 2026
Certificate of Occupancy or Equivalent Obtained*	July 31, 2026
Signage Installed with ENRTF Language or Logo*	July 31, 2026
Open for Intended Use* / Grand Opening	July 31, 2026
Notice of Funding Restriction Recorded*	December 31, 2026
Ongoing Reporting / Final Report	June 30, 2028

## Project Partners and Collaborators

Name	Organization	Role	Receiving Funds
Janelle Long, Executive Director	Hawk Ridge Bird Observatory	Manage Hawk Ridge Nature Reserve in collaboration with the City of Duluth; Provide programming and nature-based education to promote conservation, research, and stewardship of raptors, migratory birds, and natural spaces; Seek grant funding and fundraise for implementation of future facility improvements identified under the Hawk Ridge Nature Reserve Mini-Master Plan.	No

## Dissemination

**Describe your plans for dissemination, presentation, documentation, or sharing of data, results, samples, physical collections, and other products and how they will follow ENRTF Acknowledgement Requirements and Guidelines.**

Acknowledgement of ENRTF funding will be included in all project communications and outreach through the use of the ENRTF logo, attribution language, or by tagging ENRTF on social media. The City and the Observatory will take several actions to include acknowledgements to ENRTF funding, including project signage, a project webpage, social media posts, a presentation before Duluth Parks and Recreation Commission, press releases, media interviews, and a ribbon cutting event. The Hawk Ridge Nature Reserve project webpage will include a project description, key project updates, a timeline, funding acknowledgements, and links to relevant documents, such as the Hawk Ridge Nature Reserve Mini-Master Plan, copies of public presentations, and final design documents.

## Long-Term Implementation and Funding

**Describe how the results will be implemented and how any ongoing effort will be funded. If not already addressed as part of the project, how will findings, results, and products developed be implemented after project completion? If additional work is needed, how will this work be funded?**

Long-term implementation of the multi-phased Hawk Ridge Plan will be a collaborative effort between the Observatory and the City of Duluth (City). The Observatory will continue to seek grant funding and fundraise to support future project phases to improve accessibility, safety, and conservation/educational facilities.

For this Phase 1 project, the City will be the project's fiscal agent, procure a qualified contractor, and oversee construction. The City is committed to this role for future project phases, and will continue to coordinate future improvements.

During and post-construction, the Observatory will continue to manage Hawk Ridge and provide programming and educational services.

## Other ENRTF Appropriations Awarded in the Last Six Years

Name	Appropriation	Amount Awarded
St. Louis River Re-Connect	M.L. 2022, , Chp. 94, Art. , Sec. 2, Subd. 09d	\$500,000
St. Louis River Re-Connect - Phase II	M.L. 2023, , Chp. 60, Art. 2, Sec. 2, Subd. 09j	\$1,375,000

## Budget Summary

Category / Name	Subcategory or Type	Description	Purpose	Gen. Ineligible	% Benefits	# FTE	Classified Staff?	\$ Amount
<b>Personnel</b>								
							<b>Sub Total</b>	-
<b>Contracts and Services</b>								
TBD	Service Contract	Landscape and Design Consultant				0.05		\$13,000
TBD	Service Contract	Trail Construction Contractor				0.46		\$140,000
TBD	Service Contract	Invasive Species Removal				0.02		\$2,000
							<b>Sub Total</b>	<b>\$155,000</b>
<b>Equipment, Tools, and Supplies</b>								
							<b>Sub Total</b>	-
<b>Capital Expenditures</b>								
							<b>Sub Total</b>	-
<b>Acquisitions and Stewardship</b>								
							<b>Sub Total</b>	-
<b>Travel In Minnesota</b>								
							<b>Sub Total</b>	-
<b>Travel Outside Minnesota</b>								
							<b>Sub Total</b>	-

Printing and Publication								
							Sub Total	-
Other Expenses								
							Sub Total	-
							Grand Total	\$155,000

Classified Staff or Generally Ineligible Expenses

Category/Name	Subcategory or Type	Description	Justification Ineligible Expense or Classified Staff Request
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## Non ENRTF Funds

Category	Specific Source	Use	Status	\$ Amount
<b>State</b>				
			<b>State Sub Total</b>	-
<b>Non-State</b>				
Cash	Hawk Ridge Bird Observatory / Duluth Superior Area Community Foundation	Accessible Trail Planning	Secured	\$1,932
Cash	Hawk Ridge Bird Observatory / Lloyd K Johnson Foundation (2019-20)	Hawk Ridge Nature Reserve Mini-Master Plan Development	Secured	\$10,000
Cash	Hawk Ridge Bird Observatory / Lloyd K Johnson Foundation (2021-22)	Hawk Ridge Nature Reserve Mini-Master Plan Development	Secured	\$10,000
In-Kind	Hawk Ridge Bird Observatory	Project Coordination	Secured	\$5,079
Cash	City of Duluth	Landscape and Design Plans	Secured	\$25,000
			<b>Non State Sub Total</b>	<b>\$52,011</b>
			<b>Funds Total</b>	<b>\$52,011</b>

**Total Project Cost: \$207,011**

**This amount accurately reflects total project cost?**

Yes

## Attachments

### Required Attachments

#### *Visual Component*

File: [064d44f7-f02.pdf](#)

#### *Alternate Text for Visual Component*

Site plan showing an aerial view of Hawk Ridge and Skyline Parkway, elevation contours, and three phases of improvement. Phase 1 includes an accessible trail loop. Phase 2 includes new educational/gathering spaces, restrooms, and road safety improvements. Phase 3 includes new educational/gathering facilities, a playscape, and connector trails....

#### *Financial Capacity*

Title	File
City of Duluth Management and Compliance Report	<a href="#">1660ef46-732.pdf</a>

#### *Board Resolution or Letter*

Title	File
Resolution 24-0226R	<a href="#">0dd853a4-975.pdf</a>

### Supplemental Attachments

#### *Capital Project Questionnaire, Budget Supplements, Support Letter, Photos, Media, Other*

Title	File
Capital Construction Project Questionnaire	<a href="#">5e49226d-5f2.pdf</a>
Capital Construction Project - Budget Addendum	<a href="#">5ab67da6-66b.xlsx</a>
Letters of Support	<a href="#">76ab8b91-8a4.pdf</a>
Hawk Ridge Nature Reserve Photos	<a href="#">18027ed9-8b9.pdf</a>

### Difference between Proposal and Work Plan

#### *Describe changes from Proposal to Work Plan Stage*

There are no major changes from the proposal to the workplan stage.

## Additional Acknowledgements and Conditions:

The following are acknowledgements and conditions beyond those already included in the above workplan:

**Do you understand and acknowledge the ENRTF repayment requirements if the use of capital equipment changes?**

N/A

**Do you understand that travel expenses are only approved if they follow the "Commissioner's Plan" promulgated by the Commissioner of Management of Budget or, for University of Minnesota projects, the University of Minnesota plan?**

N/A

**Does your project have potential for royalties, copyrights, patents, sale of products and assets, or revenue generation?**

No

**Do you understand and acknowledge IP and revenue-return and sharing requirements in 116P.10?**

N/A

**Do you wish to request reinvestment of any revenues into your project instead of returning revenue to the ENRTF?**

N/A

**Does your project include original, hypothesis-driven research?**

No

**Does the organization have a fiscal agent for this project?**

No

**Does your project include the pre-design, design, construction, or renovation of a building, trail, campground, or other fixed capital asset costing \$10,000 or more or large-scale stream or wetland restoration?**

Yes

**Do you propose using an appropriation from the Environment and Natural Resources Trust Fund to conduct a project that provides children's services (as defined in Minnesota Statutes section 299C.61 Subd.7 as "the provision of care, treatment, education, training, instruction, or recreation to children")?**

No

**Provide the name(s) and organization(s) of additional individuals assisting in the completion of this project:**

Allison Brooks – City of Duluth Project Coordinator

James M. Shoberg, PLA - City of Duluth Landscape Architect and Senior Parks Planner

Janelle Long – Hawk Ridge Bird Observatory Executive Director

**Do you understand that a named service contract does not constitute a funder-designated subrecipient or approval of a sole-source contract? In other words, a service contract entity is only approved if it has been selected according to the contracting rules identified in state law and policy for organizations that receive ENRTF funds through direct appropriations, or in the DNR's reimbursement manual for non-state organizations. These rules may include competitive bidding and prevailing wage requirements**

Yes, I understand



## ENRTF/OHF Pass-Through Grant Agreement Attachment C: Conflict of Interest Disclosure

### **Conflict of Interest:**

As referenced in the Minnesota Department of Administrations Office of Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

### **Actual Conflict of Interest:**

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

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

### **Potential Conflict of Interest:**

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. Examples included but not limited to:

- One party has a relationship, affiliation, or other interest that could create an inappropriate influence if one party is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.

A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

### **Individual Conflict of Interest:**

A conflict of interest that may benefit an individual employee is any situation in which their judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

An employee uses their status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence

### **Organizational Conflict of Interest:**

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

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties

- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Particular attention should be paid to any proposed grant contract agreement requirements that provide for the rendering of planning, consultation, evaluation, or similar activities that may inform decisions on future grant awards.

**This section to be completed by Grantee's Authorized Representative:**

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual, potential, individual and organizational conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

**Grantee's Authorized Representative:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Office of Management and Budget Services (OMBS)

# **ATTACHMENT D**

## **Pass-Through Grants Reimbursement Manual**

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**Environment and Natural Resources Trust Fund (ENRTF)**  
**Outdoor Heritage Fund (OHF)**

Fiscal Year 2026 (July 1, 2025 – June 30, 2026)

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## CHANGES IN THIS VERSION

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The Fiscal Year 2026 manual contains these changes from previous versions:

- New [website contact information requirements](#) for grantees with agreements executed July 1, 2025 or later.
- Adds information about requirements for subawards and clarifies the definition and distinction between subawardees, vendors and contractors.
- Explicitly states that submitting invoices for reimbursement prior to paying those invoices is not allowed.
- Restructured and reformatted for additional clarity.
- Updates links to ensure direction to most recent version of sites or documents.

## INTRODUCTION

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The Grants Unit within the DNR Office of Management and Budget Services (OMBS) provides contract management services related to ENRTF and OHF pass-through grant projects. Contract management ensures oversight of reimbursement for project deliverables and meets the requirements of all state laws and policies including the Department of Administration's Office of Grants Management (OGM) procedures. Contract management helps recipients with financial compliance and ensures project consistency with appropriation law, state statute, grants policies, and approved work/accomplishment plans.

This manual was developed to help grantees administer their pass-through appropriation(s) and to provide instruction on how to obtain reimbursements for eligible project expenses. However, it will not be able to address all issues and potential problems that may arise during the completion of the project. For questions regarding the grant agreement and amendments or reimbursement requests, please contact the State's Authorized Representative or your assigned Grants Specialist. Contact information is at the end of this manual; it can also be found in the contract agreement and on the DNR pass-through grants [website](#).

For questions regarding your ENRTF work plan, please contact Legislative-Citizen Commission on Minnesota Resources ([LCCMR](#)) staff.

For questions regarding your OHF accomplishment plan, please contact Lessard-Sams Outdoor Heritage Council ([LSOHC](#)) staff.

## INTERNAL CONTROLS

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- The grantee is responsible for establishing and maintaining adequate financial internal control systems that follow generally accepted accounting and auditing principles.
- Grant funds must be segregated from other funding through the use of a dedicated bank account or cost center. Where possible, grant funding should be in an account that does not bear interest.
- Any accounting issues not addressed in this manual are subject to state agency standards as interpreted by their internal auditors. All projects are subject to final audit.

## MONITORING ([OGM POLICY 08-10](#))

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Grant Monitoring can be done via any agreed upon electronic meeting platform, by phone or in person. Grantees will be given adequate notice prior to monitoring. The focus of a monitoring visit will be financial controls; grants management; conflict of interest; and associated documentation and procedures.

- Grants from \$50,000-\$250,000 are required to have at least one monitoring visit during the life of the grant. Your grant specialist will reach out to schedule your monitoring visit.
- Any grantee with a grant over \$250,000 must complete annual monitoring with their DNR grant specialist by June 30<sup>th</sup> each year. If a grantee fails to complete their monitoring visit, they are out of compliance with their grant agreement and further reimbursement requests will not be completed until after the monitoring requirement is satisfied. Your grant specialist will reach out to arrange monitoring each year.
- For all grants over \$50,000, your grant specialist must also complete a financial reconciliation at least once before the end of the grant period and prior to approving the final reimbursement request.
- If previously reimbursed costs are found to be ineligible upon further review during monitoring (or at any other point during the grant period), repayment of those costs or other corrective action may be required.

## STATE ACCOUNTING SYSTEM (SWIFT) REQUIREMENTS

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The DNR processes project reimbursement payments through a Supplier Portal (SWIFT) managed by Minnesota Management and Budget (MMB). The preferred method of payment is through the use of an electronic funds transfer (EFT) directly into the grantee's designated bank account. Electronic

transfer reimbursements provide timely payments and prevent the loss of checks either in the mail or by misdirection. To set up the electronic transfer payment process, please contact MMB at 651-201-8106.

- If your organization already receives or has received payments from the State of MN in the past (from a grant, contract or other), it already has a Supplier ID. You should use your existing Supplier ID and not register for a new ID. If you do not know or cannot recall if you have a Supplier ID or what your organization's Supplier ID is, contact MMB's SWIFT helpline at 651-201-8106.
- If your organization does not already have a Supplier ID from the State, you will need to register with SWIFT. To create a Supplier ID:
  - Go to [SWIFT Vendor Resources page](#)
    - Click on 'Vendor Registration link' in the 2<sup>nd</sup> paragraph of the page
    - Click the 'Register for an Account box
    - Select the 'Register now' button under 'Register as a Supplier'
    - Complete the online form
- If your organization has a Supplier ID but you would like to request a User ID to access the SWIFT e-Supplier portal to view payment information, have an existing registered user login to the State of Minnesota Supplier Portal to create a New User Invitation. Select "Manage Profile" and then select the "Add User" option. Enter the required information to send an email invitation to the new user.

Questions regarding these processes should be directed to: [efthelpline.mmb@state.mn.us](mailto:efthelpline.mmb@state.mn.us).

NOTE: If the address of the grantee organization (or its fiscal agent) changes during the grant period, the grantee must update their address in the SWIFT portal before receiving additional reimbursements.

## GRANTEE WEBSITE REQUIREMENTS

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For grant agreements executed July 1, 2025 or later, the [Laws of Minnesota 2025, chapter 39, section 40](#) requires that the grantee clearly post on the grantee's website the names of, and contact information for, the organization's leadership and the employee or other person who directly manages and oversees the grant for the grantee. If the grantee does not have a website, the requirement does not apply.

# SUBAWARDEES, SUBCONTRACTORS AND VENDORS

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## DEFINITIONS

Subawardees include grants or agreements with not-for-profit or public entities outside the grantee organization that are collaborating on the project. All spending requirements and grant agreement requirements flow down to the subawardee. In LCCMR/ENRTF grants, subawardees are defined in the approved work plan.

Subcontractors include other organizations and/or businesses that perform services identified in the work/accomplishment plan.

Vendors provide supplies or materials to the project.

All subcontractors and vendors and any subawardees not named in the grant appropriation language must be selected based on contracting/purchasing procedures. Transparency, fiscal control and accountability are key reasons why the State requires grantees to be thorough in the solicitation and selection of subawardees, subcontractors and vendors.

***Each executed subaward must include the amount of the subaward, the length of the subaward, all elements of the grantee's ENRTF requirements and all elements of the grantee's contract with the State.***

***Each executed subcontract must include the amount of the subcontract, the length of the subcontract and all applicable elements of the grantee's contract with the State.***

## CONTRACTING AND BIDDING FOR MUNICIPALITIES

Municipalities as defined in Minnesota statute 471.345, subdivision 1 must follow the [Uniform Municipal Contracting Law](#).

## CONTRACTING AND BIDDING FOR NON-GOVERNMENTAL ORGANIZATIONS

Non-governmental organizations may either:

- submit a copy of their contracting policies for review to the State's Authorized Representative, through the use of Attachment B (Non-Governmental Organization Subcontracting) to their grant agreement; or
- follow the contracting policies/procedures below.

### Contracting and Bidding Thresholds and Process

- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.



- Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Grantees must use a Request for Proposal (RFP)/Request for Quote (RFQ) process to competitively select professional and technical services.
- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

## DEBARMENT

Grantee must not contract with vendors/subcontractors who are on the on the [State Department of Administration's Debarred Vendors list](#).

## TARGETED VENDORS

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below are used when possible. Please contact your grant specialist for assistance the first time you go through this process:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

## CONFLICT OF INTEREST

The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees or board members engaged in the selection, award and administration of contracts. This written standard may be requested during monitoring.

## SINGLE/SOLE SOURCE

The State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price. Single and sole source grants or contracts are used when only one entity is reasonably able to meet a grant's intended purpose and objectives, due to their geographic location, specialized knowledge, relationships or specialized equipment.

To seek a single/sole source waiver, the grantee must complete a [Grant Single Source Justification Form](#) (available on the pass-through grants website) and submit it to the State's Authorized Representative for signature and approval. If approved, the Grantee must keep the executed copy on file.

## **SUPPORTING DOCUMENTATION FOR CONTRACTS**

The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

Grantees must retain, in the project file:

- copies of the executed subcontract agreements
- a copy of the RFP/RFO, all submitted bids and the bid tabulation (if applicable)
- written documentation that describes the rationale for selection of the subcontractor
- documentation of the contract/bid approval if required by grantee internal controls (such as meeting minutes)

This documentation may be reviewed during the monitoring visit or when requested by the State.

## **PREVAILING WAGE (MINNESOTA STATUTE 177.41 THROUGH 177.44)**

Prevailing wage rules were established to require that the wages of laborers and workers be comparable to wages paid for similar work in the community as a whole. Other prevailing wage information can be found at the [Minnesota Department of Labor and Industry](#). Prevailing wage rules apply to any grant award of \$25,000 or more that qualifies as a “project” per the following definition:

"Project" means demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a public building, structure, facility, land, or other public work, which includes any work suitable for and intended for use by the public, or for the public benefit, financed in whole or part by state funds. Project also includes demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a building, structure, facility, land, or public work when the acquisition of property, predesign, design, or demolition is financed in whole or part by state funds. (Minnesota Statute 177.42)

- If your award is \$25,000 or more and contains activities in the work/accomplishment plan that qualify as a “project” per the definition above, prevailing wage rules in [Minnesota Statute 177.41 through 177.44 apply](#).
- If you are unsure if your project is subject to Prevailing Wage, ask your grant specialist for a copy of DLI’s Project Assessment Form. Complete the form and return it to your grant specialist. Your specialist will review the form and work with you to ensure its completeness. Once ready, your grant specialist will submit it to DLI and copy you on the email.

When Prevailing Wage applies, all bid requests and RFPs must state that the project is subject to prevailing wage to ensure that incoming bids have factored prevailing wage rates into their submittal. A prevailing wage form should accompany these bid submittals.

## Prevailing Wage Documentation

Grantees must retain documentation in the project file either of the prevailing wage forms, or a notice from the Department of Labor and Industry that the project is not subject to prevailing wage.

## INSURANCE REQUIREMENTS

When working on State Land, grantees must follow all applicable policies and requirements of that land. Nothing in the ENRTF and OHF appropriations supersedes these requirements. Grantees should work with the appropriate management staff for the State land to determine these requirements. Insurance is required to do work on state land, following the requirements of the [Minnesota Department of Administration](#). The [current requirements](#) are attached as Appendix 2 to this manual.

## PROJECT REIMBURSEMENT GUIDELINES

**Pass-through grants are reimbursement based. Requesting reimbursement using invoices from a vendor that have not yet been paid by the grantee is not allowed. Grantee must pay for project expenses before seeking reimbursement from the grant and should only request reimbursement for paid expenses. Expenses are reviewed and those deemed eligible are then reimbursed under the terms of the agreement with the State of Minnesota.**

## ADVANCE PAYMENT

The DNR will only provide advance payments (apart from [land acquisitions](#)) with prior approval from LCCMR and/or LSOHC as outlined in session law and the grantee's agreement. Approval for such advance payments will be managed by LCCMR and/or LSOHC via the work/accomplishment plan.

## REIMBURSEMENT TIMEFRAME

Grantees can expect to be reimbursed within 30 days of the DNR receiving a complete and accurate reimbursement request.

- If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR and the request has been deemed complete and whole.
- If a project's status reports are past due or work/accomplishment plan amendments are pending, the DNR will hold reimbursement requests and payment for the project until the amendment or update has been approved by LSOHC or the LCCMR.

## FREQUENCY OF SUBMISSION

Grantees must submit reimbursement requests at least annually while grant work is being done and expenses have been incurred. If the grantee has not yet incurred costs, no reimbursement request is required.

## FINAL REIMBURSEMENT

Final reimbursement will be paid when the State determines that the Grantee has satisfactorily fulfilled all the terms of their grant agreement, unless otherwise excluded by the State in writing.

- The State must complete a financial reconciliation on all grants over \$50,000 prior to approving the final reimbursement request. If a final reimbursement request is also the first request, this may delay payment.
- The final report must be approved by the LCCMR or the LSOHC prior to payment of the final reimbursement request unless the grantee receives prior approval from the DNR in coordination with LCCMR/LSOHC staff to waive that requirement.

## REQUESTING REIMBURSEMENT

### COMPONENTS OF A REIMBURSEMENT REQUEST

All reimbursement requests must include the following four components:

1. [Reimbursement Payment Request Form](#)
2. [Reimbursement Spreadsheet](#)
3. [Project Activity Summary Spreadsheet](#)
4. [Supporting Documentation](#)

All documents submitted must be clearly legible and have minimal background distractions.

To request reimbursement, submit all components by email to your grant specialist.

### Reimbursement Payment Request Form

This form is required for all payment requests, including land or conservation easement acquisitions.

- The form must be completed and signed by an individual who is authorized by the organization to submit payment requests.
  - If there is a fiscal agent for your project, be sure to use the Fiscal Agent version of the Request Form, which contains two signature blocks – one for the grantee organization and one for the fiscal agent.

- **TIP:** The PO Number that is required when completing this form can be found on the signature page of your executed grant agreement (it always begins with 3000).

## Reimbursement Spreadsheet

The Reimbursement Spreadsheet provides information on the starting budget amounts, total reimbursements to date, current requested reimbursement amount and the remaining balance of funds available. This document should be sent as an Excel file where possible. If sending as a PDF make sure all the numbers are legible and the entire spreadsheet is in view.

- Each funding source has a different spreadsheet. Use the ENRTF spreadsheet for LCCMR projects and the OHF spreadsheet for all LSOHC projects.
- Line items (categories) on the spreadsheet must match the line items from the most recent approved work /accomplishment plan budget.
- Only approved budget items (expenses) will be eligible for reimbursement.
- Please note the [guidance on allowable expenses documents](#) on the LCCMR's website and the [budget line item definitions](#) on the LSOHC's website. If you have questions about the eligibility of an expense, please reach out to either your LCCMR/LSOHC lead or your DNR grant specialist.

## Project Activity Summary Spreadsheet

The purpose of the Project Activity Summary Spreadsheet is to provide an itemized accounting of all invoices and expenses that make up the total reimbursement payment request amount.

To complete the spreadsheet, enter the following information for each expense:

- Transaction date(s) - the date range that services or work was performed or date materials/supplies were ordered
- A description of the expense, including vendor name (if applicable)
- Dollar amount of the expense
- Applicable budget category from your most recent approved work/accomplishment plan

## Supporting Documentation

Each reimbursement payment request must include backup documentation for all expenses. Documentation may include, but is not limited to: receipts, invoices and time (payroll) records. The documentation should show that the expenses were allowable costs and happened within the time period of the payment request. Specific documentation is required for land acquisitions. Land acquisition reporting requirements are listed in Attachment E of the grant agreement.

For contracts or services:

- All **invoices** must explicitly state the date(s) that the services were performed. The date must fall within the period of the reimbursement payment request.

Please also add the following information to submitted invoices:

- For restoration or enhancement work: Information indicating on which parcel(s) the work was completed.
- The activity number that the expense is being posted to if required by your work plan.
- If a portion of an expense is being posted to more than one activity, budget line item, grant or funding source please include that information on the invoice.

#### For personnel expenses:

- Documentation for **personnel expenses** include time or payroll records for the payment request period. All employees working on a project should track their actual number of hours worked on the project.
  - Timesheets submitted should include the period worked (date range of work performed), name of the employee, rate of pay, hours worked and benefit rate. The original time records must be available for review if requested.
  - All vacation (paid time off), sick and holiday benefits are eligible for reimbursement on a proportional basis. Please contact your assigned Grants Specialist for more information.
  - **TIP:** It may be helpful to check with your grant specialist on your plan for personnel documentation prior to submitting your first reimbursement.

#### For all expenses:

- If **any documentation** submitted has non-project expenses on it, be sure to clearly indicate which expenses are for the project.

## **EXPEDITED REIMBURSEMENT DOCUMENTATION**

Grantees with a history of clean reimbursement requests and no findings on their most recent monitoring do not have to send in receipts for equipment, supplies or travel with their payment requests. Grantees must continue to keep all receipts for review at annual monitoring.

Grantees given expedited documentation privileges only need to send in invoices/receipts/other proof of expenses for the following categories with their payment requests:

- Contracts
- Land Acquisition
- Capital Equipment
- Expenses over the bidding threshold in all categories

To access this privilege, grantees must have:

- no findings in their most recent monitoring, and

- no questioned costs over their last four reimbursement requests, in a span of at least six months.

Once grantees meet this standard, their grant specialist lets them know that they can stop sending in receipts. If a grantee with expedited privileges has questioned costs or findings, the grant specialist may remove the privileges and once again require full receipts on future payment requests.

## **SUBMISSION OF REIMBURSEMENT PAYMENT REQUESTS**

We only accept electronic submissions for all grant reimbursements. Where possible, please ensure electronic documentation is in an accessible format.

To submit your reimbursement:

- Send one copy of the reimbursement request to your designated Grants Specialist, via e-mail.
- Send only one reimbursement request per e-mail.
- Send the signed reimbursement form as an individual document within your email, as it is what is sent to AP for payment processing.

## **COST CATEGORY-SPECIFIC REQUIREMENTS**

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### **EQUIPMENT**

Records for grantee-owned equipment used on a project must include the time actually used for the project and the computation used to arrive at the charged use rate. Use rates are subject to review by DNR.

#### **Capital Equipment**

Capital equipment purchased with grant funds must be:

- listed in the approved work/accomplishment plan prior to purchase
- tagged, maintained in an up-to-date directory and available for review

### **LAND ACQUISITIONS**

- Any project that is subject to the land acquisition reporting requirements of Attachment E (Land Acquisition and Reporting Procedures) will be held to the most current version of Attachment E.
- The Grants Unit can transfer funds to the grantee one to two business day prior to the closing date through an EFT.

- In order to receive an advance payment for your acquisition, all pre-closing documentation must be submitted at least **fifteen business days** in advance of the closing date so the Grants Unit can review the paperwork, notify the grantee of any missing or incomplete land acquisition documentation and process the request.

### **Land Acquisitions Using a Binding Agreement Extension**

For OHF grants older than ML22, and for ENRTF grants, the legislature provides an extension to close on land if a binding agreement has been signed before the land acquisition end date. In order to be reimbursed for land acquisitions that occur during this extension, the grantee will notify the State that a binding purchase agreement has occurred before the end of the land acquisition period in your appropriation law.

- Notify your grant specialist that you intend to have a binding agreement in place by June 30 of the relevant year.
- Provide proof of that agreement no later than July 15.
- Failure to do so may significantly affect payment. In that case, notify your grant specialist as soon as possible of the binding agreement.

### **Use of Funds**

OHF Contracts prior to ML 23 that require DNR services for IDP or Land Acquisition Costs are required to submit a Use of Funds letter as outlined in their grant agreement to pay for the DNR's services. Projects from ML23 and later should contact the DNR IDP Coordinator for these costs. ENRTF projects should consult their grant specialist and Attachment E. If applicable, funding must be available in the "DNR Land Acquisition Cost" or "IDP" (OHF) or the "Other DNR acquisitions, reporting, and management" (ENRTF) budget line item in the approved work/accomplishment to pay these costs.

Please see Attachment E of the grant agreement for step-by-step land acquisition procedures and requirements.

### **MATERIALS AND SERVICES**

Materials and services are eligible expenses when they are purchased by the grantee to achieve outcomes/activities stated in the work/accomplishment plan and reflected in the approved budget. Typical examples of material/service purchases include hardware, paint, lumber, sand/gravel, concrete, landscape materials and signs.

In order to request reimbursement for materials and services, the grantee must have an invoice from the vendor. The invoice and the copy sent in with the reimbursement payment request must be legible and include the following items:

- Name and address of the vendor
- Date the item or service was purchased
- Date the service was performed



- Quantity of item(s) purchased or hours worked
- Description of item(s) or services purchased
- Unit price/Prorate
- Total amount of the line item.

## TRAVEL

Travel must be included in the approved work/accomplishment plan and budget in order to be eligible for reimbursement. Out of state travel is an ineligible expense for both ENRTF and OHF projects unless explicitly approved in the work/accomplishment plan.

Travel expenses must follow [Commissioner's Plan](#) (Note: ML25 Ch. 39 Art. 3 Sec. 2 renames this as the "Nonrepresented employees compensation plan") guidelines in order to be eligible for reimbursement. Refer to the Expense Reimbursement section of the Plan, which includes mileage and meal reimbursement rate guidelines. Information on travel expenses can also be found on the [Travel Reimbursement and Documentation Guide](#) available on the DNR Pass-Through grant website.

## DOCUMENTS TO BE KEPT ON FILE

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The grantee must maintain a file for each project with all project agreements, correspondence and the records pertaining to project expenses requested for reimbursement. Project records are required for monitoring/audit purposes and must be readily available for review.

### RETENTION PERIOD

All records related to the project must be retained for a minimum of six (6) years from the grant agreement end date, or the receipt and approval of all final reports, whichever is later. For OHF grants that have restoration and enhancement end dates, grantees may contact their grant specialist to discuss the possibility of a close-out amendment to set the end date for purposes of retention.

### DOCUMENT-SPECIFIC INFORMATION

#### Proof of Payment

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis.

The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- a copy of a bank statement with small photocopies of cleared checks
- an electronic bank statement

- a copy of cancelled check(s), or other certified financial records
- employee original time records and payroll documentation

The State may conduct a proof of payment review during grant monitoring or for any reimbursement request submitted by the grantee throughout the grant period if necessary. No additional reimbursement requests for that project will be processed until the proof of payment for the request being reviewed is submitted and approved.

## Background Checks

All ENRTF grantees that conduct a project that provides children's services, as defined in Minnesota Statutes Sec 299C.61 Subd.7, must perform criminal background checks for background check crimes, as defined in Minnesota Statutes, section 299C.61, Subd. 2, on all employees, contractors and volunteers who have or may have access to a child to whom children's services are provided. Grantees should keep this documentation in the project file, for review at annual monitoring.

## Contracts

See [Supporting Documentation for Contracts](#) in the [Vendors and Subcontractors](#) section below.

## Prevailing Wage

See [Prevailing Wage Documentation](#) in the [Vendors and Subcontractors](#) section below.

# CONTACT INFORMATION

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[Pass-Through Grants Website](#)

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# APPENDICES

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## APPENDIX 1: REIMBURSEMENT REQUEST CHECKLIST

The items on the checklist below must be included with a reimbursement request. Please use the checklist to ensure that the payment request is complete.

**For all projects, the Grantee must submit the following:**

### **1. Project Reimbursement Payment Request Form**

This document must be dated and signed by an appropriate representative for the grantee. Please complete the form and include the name of the project, the SWIFT purchase order number (300000XXXX – can be found on the signature page of your executed grant agreement), the sequence of the request (for example, the first request would be #1) and the period of time the request covers.

### **2. Reimbursement Spreadsheet**

The Reimbursement Spreadsheet will need to be customized to include the budget items and outcomes/activities from Attachment A: the approved work/accomplishment plan. This will help track budget line items to ensure funding is being expended by budget categories.

### **3. Project Activity Summary Spreadsheet**

The Project Activity Summary Spreadsheet should include the date range of reimbursable activity, the transaction date, the approved budget category for each charge and the amount requested, along with a brief description of the reimbursable items.

### **4. Reimbursement Documentation**

Submit copies of receipts, invoices, and time records (payroll). This information is necessary to determine if the expenses are eligible for reimbursement. In order to determine what part of the project the expenses are being directed to, please also note the following on invoices, where applicable:

- For restoration or enhancement work: Information indicating on which parcel(s) the work was completed.
- The activity number that the expense is being posted to if required by your work plan.
- If a portion of an expense is being posted to more than one activity, budget line item, or grant please include that information on the invoice.

**For land acquisitions, the Grantee should also submit:**

### **5. Acquisition Documents**

Specific documentation is required for land acquisitions. Please see your grant agreement to view your land acquisition reporting requirements.

## **APPENDIX 2: INSURANCE REQUIREMENTS**

### **GENERAL INSURANCE REQUIREMENTS**

**The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies shall remain in force and effect throughout the term of the Contract.**

### **POLICY REQUIREMENTS**

#### **1. Workers' Compensation Insurance**

##### **A. Statutory Compensation Coverage**

##### **B. Coverage B – Employers Liability with limits of not less than:**

**\$100,000 Bodily Injury by Disease per Employee**

**\$500,000 Bodily Injury by Disease Aggregate**

**\$100,000 Bodily Injury by Accident**

#### **2. Automobile Liability Insurance**

##### **A. Minimum Limits of Liability:**

**\$2,000,000 – Per Occurrence - Bodily Injury and Property Damage Combined  
Single Limit**

##### **B. Coverages:**

**X Owned Automobile**

**X Non-owned Automobile**

**X Hired Automobile**

#### **3. General Liability Insurance**

##### **A. Minimum Limits of Liability:**

**\$2,000,000 – Per Occurrence**

**\$2,000,000 – Annual Aggregate**

**\$2,000,000 – Annual Aggregate applying to Products/Completed Operations**

##### **B. Coverages:**

**X Premises and Operations Bodily Injury and Property Damage**

**X Personal & Advertising Injury**

**X Blanket Contractual**

**X Products and Completed Operations**

**X Other; if applicable, please list \_\_\_\_\_**

**X State of Minnesota named as Additional Insured**

#### **4. Professional Liability/Miscellaneous Liability Insurance**

**Coverage for negligent acts, errors or omissions arising out of the performance of professional services included in the contract.**

**A. Minimum Limits of Liability:**

**\$2,000,000 – Per claim or event**

**\$2,000,000 – Annual Aggregate**

- B. Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the approval of the State.**
- C. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract.**
- D. The Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.**

**ADDITIONAL INSURANCE CONDITIONS**

- **Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the contractor's performance under this contract.**
- **If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.**
- **Contractor is responsible for payment of contract related insurance premiums and deductibles.**
- **If Contractor is self-insured, a Certification of Self-Insurance must be attached.**
- **Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits, with the exception of 4. above.**
- **Contractor's insurance company(ies) must either (1) have an AM Best rating of A- (minus) GIR Revision: July 2016 and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.**
- **An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.**