

CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

City of Duluth/ Merritt Creek Watershed Protection

State Accounting information:

SWIFT Contract Doc. Type: _____

SWIFT Contract #: 171361

SWIFT Contract Line # (Annual Plans): _____

SWIFT Purchase Order #: 3000165686

Agency: R2901	Submitted By: Kathy Varble	Origin: A24	Vendor #: 0000197681	Category Code: 84101501
Total Amount of Contract for ALL years: \$400,000		Total Amount of Contract: \$ 400,000		For FY: 20
Total Amount of Contract:		For FY:	Total Amount of Contract: \$	For FY:

Contract Start Date: Upon Execution

Speedchart Name: _____

Contract Expiration Date: June 30, 2022

Speedchart Number: _____

Grantee Name and Address:

City of Duluth

411 West 1st Street

DULUTH, MN 55802

Did you remember to:

Check for debarred vendor? Yes No

Check for annual plan limit? Yes No

Work on state lands? Yes No

PO Reference: **KLV-FY20 CPL Merritt Creek Watershed Protection**

Description: **FY2020 CPL 1; City of Duluth, Merritt Creek Watershed Protection. 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	20	\$331,000	2300	R2936725	R296421	441352		2W205	
2	20	\$69,000	2300	R2936725	R296422	441352		2W205	

Project/ Grant Reporting Funding String

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

State Accounting Information PO Number: _____

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**STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of Duluth/ Merritt Creek Watershed Protection**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of Duluth, 411 West 1st Street, Ground Floor Duluth, MN 55802 ("Grantee").

Recitals

1. Under Minnesota Laws 2018, Chapter 208, Article 1, Section 2, Subd. 5(r), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
1. 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.
2. 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, 2022**, 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: 2.5. Signage; 4.11. Land Acquisition Restrictions; 4.12. 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 Under Minnesota Laws 2018, Chapter 208, Article 1, Section 2, Subd. 5(r), and Minnesota Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10 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.
- 2.6 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.

- 2.7 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.
- 2.8 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

- 2.9 To provide Grantee up to \$400,000 for the costs incurred for the completion of the Project.
- 2.10 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 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: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.9 Prescribed Burning on State Lands. For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribedBurn_Handbook2010.pdf.

4.10 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

contract by reference. These documents may be located at http://www.dnr.state.mn.us/grants/habitat/cpl/land_acqisition.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 contract as Attachment B.

4.11 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 must contain:
 - i. a legal description of the interest in real property covered by the funding contract;
 - ii. a reference to the underlying funding contract;
 - 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 contract 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 contract 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]

4.12 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.

4.13 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 contract by reference and can be found here: http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/devt_stand_wmaama.pdf

4.14 Revenues. Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon. In addition, 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 (b) 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 **\$400,000**; 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 **\$400,000**.

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 **4 pm local time, July 25, 2022**

. 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 the approved Work Plan. 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.

(a) **Municipalities.** 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 for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, 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).

ii. If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, 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).

iii. 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).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. 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 verbal quotes or bids.

iii. 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 verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- 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

v. 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.

(c) **Support documentation.** 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, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes 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.

(e) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

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:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@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
Hank Martinsen	Wayne Parsons
Property Services Manager	Chief Financial Officer
411 West 1st Street	411 West 1st Street
Ground Floor	
Duluth, MN 55802	DULUTH, MN 55802
hmartinsen@duluthmn.gov	wparsons@duluthmn.gov
218-730-4436	218-730-5450

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. The Grantee must meet the program insurance requirements as detailed at http://files.dnr.state.mn.us/assistance/grants/habitat/cpl/insurance_requirements.pdf.

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 contract 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 contract 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 contract, 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 contract 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 contract 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 in the *Conservation Partners Legacy Grant Program (CPL) FY2018 Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

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.

State Accounting Information PO Number: _____

1. STATE ENCUMBRANCE

VERIFICATION

3. STATE AGENCY

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

By: Mary Javelle

Date: 1-16-20

Purchase Order Number:

3000165686

Contract #: 17/361

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: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: David Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: December 17, 2019

PROJECT CONTACT

Project Name: Merritt Creek Watershed Protection
Organization Name: City of Duluth
Organization Type: Government
Mailing Address 1: 411 West 1st Street
Mailing Address 2: Ground Floor
City, State ZIP Code: Duluth, MN 55802

Project Manager: Hank Martinsen
Title: Property Services Manager
Phone: 218-730-4436
Email: hmartinsen@duluthmn.gov

PROJECT OVERVIEW

Sites / Location

County Name: St. Louis
Project Site Name: Merritt Creek Watershed
Total Project Sites: 1
Total Project Acres: 44

Land Ownership

Primary Land Ownership: Local Government
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Forest
Additional Types: (N/A)

Activities

Primary Activity: Acquisition
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Metro
Grant Request Level: Over \$25,000

Total Grant Amount Requested:	\$400,000
Total Match Amount Pledged:	\$40,000
Additional Funding Amount:	\$0
Total Project Cost:	\$440,000

PROJECT SUMMARY

Duluth seeks funds from the Conservation Partners Legacy Grant Program to acquire and permanently preserve a significant parcel of undeveloped forestland at the headwaters of east branch of Merritt Creek, a designated cold-water trout stream. The City seeks to conserve in perpetuity public lands of environmental significance that are high quality plant and animal communities including important bird habitat or special species areas, and/or have natural water features and geologic land forms. Forty-four acres of forest and riparian habitat have recently become available for sale and were offered to the City of Duluth. These acres boarder Skyline Parkway and are in a prime location for development. Development will fracture habitat and bow hunting zones and further endanger Merritt Creek, which is impaired for recreation and consumption. The City of Duluth will manage these lands consistent with the conservation purpose of the Conservation Partners Legacy Grant Program and will protect it in perpetuity for wildlife habitat, water quality, and viewsheds.

PROBLEM STATEMENT

Nearly 44 (43.73) acres of privately held land adjacent to Skyline Parkway, Piedmont Park, and Brewer Park have recently become available for sale. These acres contain high quality riparian habitat on the east branch of Merritt Creek, are surrounded by State Tax Forfeit acres that are also undeveloped and form a continuous wildlife corridor, and are within designated bow hunting area #8 (Figures 1, 2). Though privately owned, the landowner opened these acres for bowhunting. If not acquired by the City the acres will be listed for sale on the open market and likely sold for development given their location directly above Skyline Parkway. Development will fracture habitat, further endanger Merritt Creek, which is listed by the Minnesota Pollution Control Agency as impaired for E. coli., and reduce the contiguous area available for bow hunting.

Merritt Creek runs through a small watershed (two square miles) in West Duluth (Figure 3). Merritt Creek and its main tributary

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT *(Continued)*

the East Branch total seven miles in length. The East Branch meets the main stem near Patterson Street (where 40th Avenue West transitions to Haines Road). Merritt Creek starts as a small stream near the Superior Hiking Trail (SHT) and Brewer Park trailhead, then flows along Haines Road and past Skyline where the stream steepens and bedrock is present. The stream then passes near Wheeler Athletic Complex and Wade Stadium before entering the St. Louis River Estuary (Figure 4).

Merritt Creek has 460 total tons of sediment entering the stream annually from bank erosion. The majority of stream banks contributing large amounts of sediment are located in the lower watershed, in the vicinity of Grand Avenue. A section of the creek above Grand Avenue (Reach 5 - Figure 5) was restored by the South St. Louis Soil and Water Conservation District in 2015. The District then assessed Merritt Creek for restoration and protection in 2016. Reaches T6 and T7 lie within the desired parcel and both have riparian zones that are in good condition with stream channels that are in fair condition (Figure 6). Also see Attachment 1 for reach information. It is therefore important to preserve these reaches for habitat as well as support work done to this point and prevent any further impact to the stream.

PROJECT OBJECTIVES

Objective 1: Acquire 43.73 acres for permanent conservation protection.

METHODS

Acquisition was approved by the Duluth City Council and Mayor in August 2019. Duluth is in negotiation with the land owner to acquire the parcels and has a purchase agreement for \$400,000. Duluth's Properties and Facilities Management will oversee the acquisition and retain a DNR approved appraiser to value the land, though the appraisal is expected to come in far above the agreed upon price. The property owner is willing to sell at this price to the City to preserve the acreage.

The City's comprehensive trail development plans do not provide for any new trails on the property, and the City does not intend to amend its trail plans to allow trail development on the property. The City will permanently obliterate illegal trails on the property, restore the landscape, and provide user education about the status of the restriction.

EXPERIENCE / ABILITIES

The City partners with the MN Land Trust (MLT) to guide preservation and restoration activities and is working with MLT to identify parcels throughout Duluth that should be included in the Natural Areas Program or be preserved through other means. The City and MN Land Trust coordinate activities with natural resource management agencies and organizations including DNR Stream Habitats and Fisheries, MNPCA, the EPA, and Community Action Duluth Stream Corps and will align this project with the St. Louis River AOC Remedial Action Plan. These partners provide advice and expertise that guides all preservation and restoration actions. MLT conservation easements permanently protect more than 150 miles of shoreline and riparian areas in Minnesota and the St. Louis River Corridor.

The City has successfully completed two CPL Metro projects: one to remove invasives and restore native habitat in the St. Louis Corridor and the other to acquire and annex 16 acres to Hartley Park. The City exceeded its restoration goals on the Corridor 100 acres more than originally committed. Stream Corps is under contract to remove 110 acres of invasives in Hartley. The City partners with Stream Corps and the USA Forest Service on these and other restoration projects throughout Duluth. Stream Corps works with the Midwest Invasive Species Information Network to improve reporting and response.

PROJECT TIMELINE

Time Frame	Goal
Complete acquisition	July 2020
Estimated Project Completion Date: 2020-07-01	

PROJECT INFORMATION

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

Duluth partners with many organizations and interest groups to meet its goals, ensure community buy-in, and leverage expertise and funds. Minnesota Land Trust (MLT) assists Duluth evaluate, plan, and implement protection and restoration projects. MLT is a statewide non-profit working to protect and restore Minnesota's natural areas. The Arrowhead Fly Fishers, Arrowhead Bowhunters Alliance, and Izaak Walton League support of this project for urban angling and hunting opportunities.

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION *(Continued)*

2. Describe any urgency associated with this project.

The parcel is located on the north side of Skyline Parkway and is a prime development opportunity. If not acquired, the parcels will be placed on the open market and sold for housing development. Acquisition will prevent additional detrimental impacts to water quality and channel stability, habitat fracture, and loss of bowhunting. Acquisition ensures that the historical scenic beauty that make Skyline Parkway a statewide destination will be preserved.

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.

Funding to acquire the parcels and protect them from development are not available. Duluth requests \$400,000 to acquire the property and put it into permanent protection.

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

The parcel is open to fishing throughout the year and open to bow hunting during the normal Duluth hunt period. See Figures 1 & 2.

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

Restoration is not part of this application. However, Duluth partners with Community Action Duluth Stream Corps to remove invasives throughout Duluth. Buckthorn, reed canary grass, and hawkweed are present and may be a future site of remediation. All invasive remediation actions follow DNR Restoration and Enhancement guidelines as well as Pollinator Best Management Practices. Locally sourced material is used as much as possible to preserve potential local ecotypes that include low and high flood plains and terraced mesic upland forest. Verification of plant species and variety is required when nursery-obtained plants are used. Only native species included in MN DNR Field Guide to the Native Plant Communities of Minnesota are used. Restoration uses a combination of seed, seedlings and cuttings for propagation.

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

The price was determined by the maximum request available through the Conservation Partners Legacy Program. The parcel owners approached Duluth when the land became available and have signed a purchase agreement that is dependent upon a successful CPL Metro application (attached). The cost per acre is less than the market value per acre for similar land and is therefore very cost effective for the importance and quality of the parcel.

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.

Duluth residents insisted that a 'preservation' category that restricts use on lands of high natural resource or scenic value be incorporated into the Comprehensive Land Use Plan. This was continued in the 2018 Imagine Duluth updated comp plan. The Duluth Natural Areas Program (DNAP) was created and adopted by ordinance in 2002 to protect and preserve Duluth's natural heritage for the public good. It was established to address the large number of tracts owned by the City and other governmental entities that are of environmental significance in the community. Duluth is vested in these areas and believe these special places should always be there. The titles to these lands don't include long lasting security for natural resource protection, nor are they necessarily all owned by the City and so is working with St. Louis County to transfer title to the City of Duluth.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Wayne Parsons
Title: Chief Financial Officer
Email: wparsons@duluthmn.gov
Phone: 218-730-5450

Street Address 1: 411 West 1st Street

City, State ZIP Code: DULUTH, MN 55802

Budget Details

Personnel

<u>Name</u>	<u>Title / Work to be completed</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
Danielle Erjavec	Acquisition activities	\$4,000	Match	In-Kind

CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION *(Continued)*

Personnel *(Continued)*

<u>Name</u>	<u>Title / Work to be completed</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
Hank Martinson	Oversee acquisition	\$10,000	Match	In-Kind
Jim Shoberg	Oversee trail remediation	\$1,500	Match	In-Kind
Matt Andrews	Trail education and outreach	\$1,500	Match	In-Kind
Theresa	Project support	\$300	Match	In-Kind

Contracts

<u>Contractor Name</u>	<u>Contracted Work</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
TBD	Remove social trails	\$4,000	Match	Cash

Fee Acquisition with PILT

<u>Site or Name</u>	<u>Description or Amount</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
010-2700-00250	400000	\$400,000	Grant	(N/A)

Professional Services

<u>Professional Name</u>	<u>Description of Services</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
TBD Appraiser	Appraisal	\$3,750	Match	Cash

Additional Budget Items

<u>Item</u>	<u>Purpose</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
Duluth Parks Fund	Cash Match	\$14,950	Match	Cash

Additional Funding

Additional Funding Amount: \$0

Budget Overview

<u>Item Type</u>	<u>Grant</u>	<u>Match</u>	<u>Total</u>
Personnel	-	\$17,300	\$17,300
Contracts	-	\$4,000	\$4,000
Fee Acquisition with PILT	\$400,000	-	\$400,000
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	\$3,750	\$3,750
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	\$14,950	\$14,950
Totals:	\$400,000	\$40,000	\$440,000

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.

CONSERVATION PARTNERS LEGACY GRANT

Attachment A: Work Plan

SITE INFORMATION *(Continued)*

Land Manager

Name: Noah Schuchman
Organization: City of Duluth
Title: Chief Administrative Officer

Phone: 218-730-5370
Email: nschuchman@duluthmn.gov

Site Information

Habitat: Forest

Activity: Acquisition

Land Ownership: Local Government

- (1) **Site Name:** Merritt Creek Watershed
DOW Lake #: (N/A)
Acres: 44
PLS Section: Township - 49, Range - 14W, Section - 6

Open to Public Hunting? Yes - all
Open to Public Fishing? Yes - all

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: A heritage review identified *Shepherdia Canadensis* as possibly on the property along the creek. This acquisition will conserve and protect the stream and its riparian and uplands.

ATTACHMENTS

Additional Documentation

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

Letter of Support

File Name

Description

Duluth_CPL_Metro_Letters_of_Support.pdf
Merritt_Public_Waters_Approval.pdf
NRRRI_letter_of_support.pdf

Letter of commitment or support
Public Waters form
NRRRI letter of support

Photo

File Name

Description

Attachment_1_Reach_info.pdf

Reach condition info from SSLSWCD

Supplemental Document

File Name

Description

Figure_1._Hunting_Map-5.pdf
Figure_2._Hunting_Map-6.pdf
Figure_3._Location_map.pdf
Figure_4._Watershed_Map.pdf
Figure_5._Lower_Reaches.pdf
Figure_6._East_Reach_Map.pdf
Purchase_Agreement_(signed_by_Trustee).pdf

Bow hunting zone map
Bow hunting zone map
Watershed location map
Watershed view
Main stream channel reaches
East branch Merritt Creek
Purchase agreement

FINAL APPLICATION SUBMISSION

CONSERVATION PARTNERS LEGACY GRANT

FINAL APPLICATION SUBMISSION *(Continued)*

- P 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.
- P 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 complete this project and that it will comply with all applicable laws and regulations.
- P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P 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 Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P 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.
- P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Jim Filby Williams

Organization / Agency: City of Duluth

Title: Director of Public Administration

Date Signed: September 23, 2019

(CPL Grant Application ID = 1594)