

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
ST. LOUIS RIVER ALLIANCE
AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (“Effective Date”), is entered into by and between the CITY OF DULUTH, a Minnesota municipal corporation (the “City”), and the ST. LOUIS RIVER ALLIANCE, a Minnesota 501(c)(3) nonprofit corporation (the “Grantee”). The City and Grantee are hereinafter referred to as a “Party” or collectively as the “Parties.”

WHEREAS, in cooperation with Grantee, the City has entered into a Grant Contract Agreement with the State of Minnesota, acting by and through its Department of Natural Resources with funding from the Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources for grant funding in the amount of \$1,375,000, attached hereto as **Exhibit A** (the “LCCMR Grant”), to expand recreational access along the St. Louis River Estuary; and

WHEREAS, the City desires to award a portion of the LCCMR Grant in the amount of \$285,227 (the “Subgrant”) to Grantee, to assist Grantee with the implementation of the St. Louis River Estuary National Water Trail Master Plan, including the hiring of staff, providing community outreach and education to promote river-related activities, recreation, and education, developing programming to promote the St. Louis River Area of Concern clean up successes, and working to remove barriers for low-income and disadvantaged people to access the St. Louis River (the “NWT Implementation”); and

WHEREAS, the City has been approved by the Minnesota Department of Natural Resources, the administrator of the LCCMR grant, to pursue single-source contracting with the Grantee, attached hereto as **Exhibit B**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **AWARD.** The City awards the Subgrant to Grantee for Grantee’s performance of its obligations under the LCCMR Grant including:
 - A. Perform the duties specified in the LCCMR Grant Approved Work Plan, which is attached within **Exhibit A** and incorporated into this Agreement.
 - B. In the event of a conflict between the LCCMR Grant and this Agreement, the documents shall be deemed to be controlling in the following order: 1) the LCCMR Grant, and 2) this Agreement.
2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the LCCMR Grant. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the NWT Implementation has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.
3. **TIME OF PERFORMANCE.** The Grantee must complete the NWT Implementation on or before June 30, 2026. In order to ensure that all funds are drawn prior to the LCCMR Grant term end date, all payment requests must be received at least 45 days prior to said term end date. The City is not obligated to pay for any NWT Implementation costs incurred thereafter.
4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City’s disbursement of any of the Subgrant funds:

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 8(F) herein.
 - B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
 - C. The Grantee must submit progress reports in the form of the attached **Exhibit C** to the City by March 15 and September 15 of each year that this Agreement is active.
5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the sum of Two Hundred Eighty-Five Thousand and Two Hundred Twenty-Seven Dollars (\$285,227.00), payable from fund number 452-030-5310-HANDHTAX-1501-04 (Tourism & Recreational Projects, Finance, Contract Services, Half & Half Tax Projects, Waabizheshikana Trail, Seg 0-3: 63rd Ave W to Boathouse Pt.). The City will make disbursements only upon receipt of a written payment request in the form as required of the City under the LCCMR Grant, with payment request documents attached as **Exhibit D** (the "Payment Request Form"), including the approved budget provided in the Reimbursement Spreadsheet. Payment requests may be made no more than once per month and must be accompanied by supporting invoices and receipts and other documentation that the City may reasonably request that relate to NWT Implementation costs. The City will, upon its approval of the Payment Request Form and supporting documentation, disburse the approved amount of Subgrant funds in accordance with the information provided in the Payment Request Form.
6. **PERMITTING.** It is understood that NWT Implementation will require use of City park property by the Grantee. All standard permitting rules and regulations will continue to apply throughout the term of this Agreement. Consult Parks and Recreation for fee schedule and policies related to permitting of park spaces. Permit costs incurred for activities directly related to NWT Implementation may be incorporated as a reimbursable expense under this Agreement and submitted with the associated supporting documentation in the Payment Request Form(s).
7. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

CITY:	City of Duluth	GRANTEE:	St. Louis River Alliance
Attn:	Cliff Knettel	Attn:	Kris Eilers
Address:	Parks & Recreation 411 W. 1 st Street Duluth, MN 55802	Address:	St. Louis River Alliance 394 S. Lake Ave Unit # 604 Duluth, MN 55802
Telephone:	(218) 730-4312	Telephone:	(218) 733-9520

8. **GENERAL CONDITIONS.**

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
 - i. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.

- ii. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. **Termination.** In the event the LCCMR Grant is terminated, this Agreement shall contemporaneously terminate. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- D. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee and its officers, agents or employees shall not be considered an employee of the City for any purpose or in any manner whatsoever. Any and all claims that may or might arise on behalf of Grantee arising out of employment or alleged employment, including without limitation, claims of discrimination shall in no way be the responsibility of the City. Grantee and its officers, agents, or employees shall not be entitled to claim or collect from the City any compensation or rights or benefits of any kind whatsoever, including but not limited to, hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, the City shall not, in any way, be responsible to defend, indemnify or save harmless Grantee, its officers, agents or employees from liability or judgments arising out of the intentional or negligent acts or omissions of Grantee while performing the work specified hereunder.
- E. **Indemnification/Hold Harmless/Liability.** To the extent allowed by law, Grantee shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from Grantee's a) breach of this agreement or b) its negligence or misconduct or that of its agents or employees in performing the Services hereunder. This Section shall survive the termination of this Agreement for any reason.
- F. **Insurance.** Grantee shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:
 - i. Workers' compensation insurance in accordance with applicable law.
 - ii. Commercial General and Automobile Liability Insurance with limits not less than \$1,000,000 Single Limit and \$1,000,000 Umbrella with a "following form" provision; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - iii. The City of Duluth shall be named as an Additional Insured under the Commercial General, Umbrella and Automobile Liability policies and Grantee will provide a Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation provisions included. The City does not represent or guarantee that these types of limits of coverage are adequate to protect the Grantee's interests and liabilities.

9. **ADMINISTRATIVE REQUIREMENTS.**

- A. **Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.
- B. **Records.**
 - i. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the conclusion of this Agreement; (b) six years from the LCCMR Grant term end date; (c) six years after the Grantee has expended all proceeds of the Subgrant; or (d) six years after the resolution of all audit findings.
 - ii. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City or their designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or

transcripts of all relevant data. In addition, the Grantee shall give the State of Minnesota, the Legislative Auditor, and the State Auditor's Office, through any authorized representatives, access to and the right to examine all records, books, papers, and documents related to this Agreement.

- iii. *Data Practices Act*. The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.
 - iv. *Close-Outs*. The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments and determining the custodianship of records and resolving audit findings.
- C. **Payments**. The City will reimburse the Grantee with funds available under this Agreement based upon submitted Payment Request Forms and consistent with City policy concerning payments.

10. MISCELLANEOUS.

- A. **Assignability**. The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
- B. **Copyright**. All work product created under this Agreement will be the sole and exclusive property of the City, and all right, title and interest therein shall vest in the City and shall be deemed to be works made for hire and made in the course of the services rendered by Grantee hereunder.
- C. **Relationship of the Parties**. It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
- D. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.
- E. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.
- F. **Severability**. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

11. **ENTIRE AGREEMENT AND AMENDMENT**. This Agreement, including Exhibits A-D, contains all negotiations and agreements between the City and Grantee. No other understanding, agreements or understandings regarding the LCCMR Grant, or this Agreement, may be used to bind either party. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

By: _____
Emily Larson, Mayor
Date: _____

Attest:

Ian B. Johnson, City Clerk
Date: _____

Countersigned:

Josh Bailey, City Auditor

Approved as to form:

Rebecca St. George, City Attorney

ST. LOUIS RIVER ALLIANCE

By: _____
Kris Eilers, Executive Director
Date: _____

Exhibit A

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

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. 2023, Chp. 60, Art. 2, Sec. 2, Subd. 09j, St. Louis River Re-Connect Phase II, \$1,375,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with the city of Duluth to increase recreational opportunities and access to the Waabizheshikana hiking and water trails in West Duluth with trail and trailhead enhancements such as accessible canoe and kayak launches, picnic areas, and restrooms; restored habitat; stormwater improvements; directional signage, and trailside interpretation. This appropriation may also be used to partner with the St. Louis River Alliance to create an ambassadors program to engage the surrounding community and facilitate use of the trails.
3. The State awards to the Grantee for the purpose of conducting the program entitled St. Louis River Re-Connect Phase II 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. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:* July 1, 2023

Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration Date:* June 30, 2025

1.2.1 The appropriation is available until June 30, 2025 by which time the project must be completed and final products delivered. For acquisition of real property, the appropriation is available for an additional fiscal year if a binding contract for acquisition of the real property is entered into before the expiration date of the appropriation. If a project receives a federal award, the period of the appropriation is extended to equal the federal award period to a maximum trust fund appropriation length of six years.

1.2.2 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, is the end date. Notwithstanding the foregoing, 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, 2025.

1.3 *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant contract agreement: 10 Liability; 11 State Audits; 12 Government Data Practices and Intellectual Property; 15 Acknowledgment and Endorsement; 16 Governing Law, Jurisdiction, and Venue; 18 Data Disclosure; 23 Monitoring; and 26 Program Requirements.

1.4 *Incur Expenses*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after, or the date the Work Plan is approved, whichever is later, are eligible for reimbursement unless otherwise provided in M.L. 2023, Chapter 60, Article 2.

2 Grantee's Duties

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

- 2.1 See Attachment A, approved work plan, which is incorporated and made a part of this agreement. If
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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 required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1), Minn. Stat. Ch.116P, and M.L. 2023, Chapter 60, Article 2.
- 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 8.2).
- 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, potential, or perceived conflicts of interest to the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement.

4 Consideration and Payment

Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

4.1 Consideration.

4.1.1 Compensation

Compensation in an amount not to exceed \$1,375,000 based on the following computation: See Attachment A for project budget.

4.1.2 Matching requirements

Grantee certifies that the following matching requirement for the grant will be met by GRANTEE. The total project cost is \$1,375,000. Grantee agrees to match at least \$0.00 of this project cost.

4.1.3 Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed One Million Three Hundred Seventy Five Thousand Dollars and No Cents dollars.

- 4.1.4 Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2 Payment

4.2.1 Payment

The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee shall submit payment requests with required expenditure documentation, as defined in the current Reimbursement Manual, to the State for review and approval. The Grantee shall submit payment requests on a regular basis (i.e. quarterly).

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.

4.2.2 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 excluded by the State in writing.

5 Use of Funds

- 5.1 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.

5.2 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.

6 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. The Grantee will be bound to the most recent Reimbursement Manual, as provided by the State each state fiscal year.

7 Authorized Representative

The State's Authorized Representative is Katherine Sherman-Hoehn, Grants Manager, (651) 259-5533, katherine.sherman-hoehn@state.mn.us, or his/her 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.

The Grantee's Authorized Representative is Cliff Knettel, 411 West 1st Street, Duluth, MN, 55802, cknettel@DuluthMN.gov, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

8 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

8.1 Assignment

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

8.2 Amendments

Any amendments 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 in office.

8.3 Waiver

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

8.4 Grant Contract Agreement 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.

9 Subcontractors, Contracting, and Bidding Requirements

9.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the State. The Grantee will refer to the Subcontractors section in the current Reimbursement Manual, as provided by the State.

9.2 Per Minn. Stat. §471.345, grantees that are Municipalities as defined in Subd. 1 must follow the law.

9.2.1 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.

9.2.2 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per

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Minnesota Statute 177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

- 9.2.3 The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)

9.3 *Nongovernmental Organizations*

Must follow the below requirements or submit a copy of their organization's contracting policies via Attachment B for review and possible approval by the State's Authorized Representative. If the thresholds change during the life of the grant, the Grantee must follow the most current Reimbursement Manual guidelines.

- 9.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo formal public notice and solicitation process.
- 9.3.2 Any services and/or materials that are expected to cost between \$25,000 and \$99,999 must be based on three (3) verbal quotes or bids.
- 9.3.3 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 9.3.4 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](#)
- 9.3.5 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. See Attachment C: Conflict of Interest Disclosure
- 9.3.6 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.
- 9.3.7 Notwithstanding 1- 3 above, 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.
- 9.3.8 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §177.41](#) through [177.44](#). 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.
- 9.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)

10 **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 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.

11 **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 agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant 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.

12 Government Data Practices and Intellectual Property Rights

12.1 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 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 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

12.2 Intellectual Property Rights (if applicable)

The Grantee will comply with Minnesota Statutes, Chapter 116P.10.

13 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.

14 Workers Compensation

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

15 Acknowledgment and Endorsement

15.1 Acknowledgment

The Grantee must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund.

15.2 Endorsement

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

16 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. 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.

17 Termination

17.1 Termination by the State

The State may immediately terminate this grant contract agreement 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.

17.2 Termination by the Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

18 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.

19 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.

- a. 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).
- b. 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.

20 American Disabilities Act

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

21 Non-Discrimination Requirements

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

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

22 Reporting Requirements

The Grantee is bound to reporting requirements in Minn. Stat. § 116P, M.L. 2023, Chapter 60, Article 2, Attachment A, as well as Attachments D and E (if applicable).

23 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.

24 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)

City of Duluth Contract #

25 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).

26 Program Requirements

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

Attachments

- X A. Current Work Plan with ENRTF Approval Letter
- B. Non-governmental Organization Subcontracting (if applicable)
- X C. Conflict of Interest Disclosure
- X D. Reimbursement Manual
- E. Land Acquisition Reporting Procedures (if applicable)
- X F. City of Duluth Resolution Accepting Funding

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: DocuSigned by: Debra Lohmeyer
8235A2805B1B40F...
Date: September 8, 2023

SWIFT Contract/PO No(s). 235885/3000239637

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: DocuSigned by: [Signature]
F4C4D28DF08942A...
Title: City Attorney
Date: September 8, 2023

By: DocuSigned by: [Signature]
5DCC8A80CCFE4D1...
Title: City Auditor
Date: September 11, 2023

By: DocuSigned by: [Signature]
36F2E828ED714AA...
Title: Mayor
Date: September 11, 2023

By: DocuSigned by: [Signature]
EE9D2CA1AA9F42B...
Title: City Clerk
Date: September 11, 2023

3. STATE AGENCY

By: DocuSigned by: Mary Robison
21FD19E480A84C0...
(with delegated authority)
Title: Chief Financial Officer
Date: September 12, 2023

DS
AB

DS
[Signature]

Distribution:
Agency
Grantee
State's Authorized Representative

Attachment A



LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES
100 Rev. Dr. Martin Luther King Jr. Blvd., Room 65
St. Paul, MN 55155-1201

Phone: (651) 296-2406

Email: lccmr@lccmr.mn.gov Web: www.lccmr.mn.gov

June 28, 2023

Dear 2023 ENRTF project managers,

I am happy to report that at the LCCMR's June 22, 2023 and June 28, 2023 meeting, the commission approved the work plans listed on the attached spreadsheet. The work plan, together with the conditions provided in the bill language, statute, your forthcoming grant agreement, and other policies and guidelines of ENRTF funding, will guide the use of funds for your project. We will be sending a note to your agency heads momentarily to notify them that you now have authority to begin spending these funds starting July 1. We have also changed the status of your workplan in the online system to "Final Work Plan Approved" and will be posting an approved version of your work plan on the M.L. 2023 appropriations page of LCCMR's website. Please see below for additional information.

Authority to Spend; Conditions

As a non-state entity, your appropriation will be jointly managed throughout the life of your project by the LCCMR and the Department of Natural Resources (DNR) Grants Unit.

You may begin spending on your project starting July 1, however you must enter into a grant agreement contract with the DNR before any reimbursement for these costs can occur. We encourage caution in your spending until you are familiar with these contract terms, including state bidding and prevailing wage requirements, to ensure they will be eligible for reimbursement. You will be contacted by the DNR Grants Unit within the next month with financial compliance instructions, reimbursement request instructions, and a draft of the required grant agreement contract for "pass-through grants."

LCCMR & DNR Grants Unit: Joint Oversight

The LCCMR's role throughout your project will primarily involve overseeing your work plan and budget, which will be done through review of your progress/spending reports submitted in the online system every 6 months according to the schedule shown on the Tab 4 (Narrative) of your workplan. For most of you, your first update won't be due until April 1. DNR's role will primarily involve reimbursement payment to you and financial compliance. The DNR cannot reimburse you without LCCMR approval of your status updates and your submission of a reimbursement request(s) to the DNR.

Questions?

If you have questions about your workplan or budget, please feel free to contact your LCCMR lead staff, who is listed at the top of Tab 10 (Review and Submit Page) of your work plan.

If you have questions about your grant agreement contract with DNR, contact Katherine Sherman-Hoehn, Grants Manager at katherine.sherman-hoehn@state.mn.us or visit the DNR Pass-Through Grants website.

City of Duluth Contract #

24617

Congratulations on approval of your funding, and best of luck to you all as you get your projects launched! We look forward to seeing them come to fruition.

Becca

Becca Nash
Director
Legislative-Citizen Commission on Minnesota Resources
65 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155
Phone: 651 296-6264
Email: Becca.Nash@lccmr.mn.gov

City of Duluth Contract #

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Final Work Plan Review and Approvals - M.L. 2023 (FY 2024) as of June 28, 2023 - Pass Through

Line #	Director's Pass Through	Organization	First Name	Last Name	Sub ID	Proposal ID	Title	Anticipated Amount	Work Plan/Approval Notes and Contingencies	Project Impact Area	Project Start	Project End	Project Status	Baseline Survey Completed	Baseline Survey Date	Baseline Survey Location	Baseline Survey Equipment	Work Plan Approval Date
1	Pass Through	Pheasants Forever Inc	Josh	Pommier	08a	2023-006	Minnesota Bee and Beneficial Species Habitat Enhancement II	\$876,000		Statewide	No	No	No	No	Yes	No	No	6/22/2023
2	Pass Through	Friends of the Boundary Waters Wilderness	Alison	Nyenhuis	05a	2023-008	Fostering Conservation by Connecting Students to the BWCA	\$1,080,000		Statewide	No	No	No	No	n/a	No	No	6/22/2023
3	Pass Through	Three Rivers Park District	John	Moriarty	08b	2023-010	Kärner Blue Butterfly Insurance Population Establishment in Minnesota	\$405,000		Statewide	No	No	No	No	Yes	No	No	6/22/2023
4	Pass Through	ServeMinnesota	Sharon	Delcambre	07a	2023-013	Community Forestry AmeriCorps	\$1,500,000		Statewide	No	No	No	No	n/a	No	No	6/22/2023
5	Pass Through	Red River Basin Flood Damage Reduction Work Group	Andrew	Graham	04b	2023-022	Assessment of Red River Basin Project Outcomes	\$920,000		NW	No	No	No	No	n/a	No	No	6/22/2023
6	Pass Through	Eagle Bluff Environmental Learning Center	Colleen	Foehrenbacher	08c	2023-025	Root River Habitat Restoration at Eagle Bluff	\$866,000		Root River	No	No	No	No	n/a	No	No	6/22/2023
7	Pass Through	City of Frazee	Stephanie	Poegel	09b	2023-032	Wannigan Regional Park Land Acquisition	\$727,000		NW	No	Yes	No	No	n/a	No	No	6/22/2023
8	Pass Through	Great River Greening	Todd	Rexine	07b	2023-043	Biochar Implementation in Habitat Restoration: A Pilot	\$185,000		Central, Metro, SE	No	No	No	No	n/a	No	No	6/22/2023
9	Pass Through	Friends of the Mississippi River	Alex	Roth	03a	2023-044	Assessing Restorations for Rusty-Patched and Other Bumblebee Habitat	\$75,000		Statewide	No	No	No	No	Yes	No	No	6/22/2023
10	Pass Through	Pioneer PBS	Cindy	Dorn	05b	2023-051	Statewide Environmental Education via PBS Outdoor Series	\$391,000		Statewide	No	No	No	No	n/a	No	No	6/22/2023
11	Pass Through	Audubon Minnesota	Dale	Gentry	03c	2023-072	Mapping Migratory Bird Pitstops in Minnesota	\$340,000		Statewide	No	No	No	No	Yes	No	No	6/22/2023
12	Pass Through	City of Wayzata	Nick	Kieser	08f	2023-080	Panoway on Wayzata Bay Shoreline Restoration Project		The recipient must report to the Legislative-Citizen Commission on Minnesota Resources on the effectiveness of any new methods tested while conducting the project and may use a portion of the appropriation to prepare that report.	Metro	No	No	No	No	Yes	No	No	6/22/2023
13	Pass Through	City of St. Joseph	Nate	Keller	09f	2023-091	Construction of East Park	\$700,000		Central	No	No	No	No	n/a	No	No	6/22/2023
14	Pass Through	Great River Greening	Rebecca	Tucker	08g	2023-105	Pollinator Central III: Habitat Improvement with Community Monitoring	\$190,000		Metro	No	No	No	No	n/a	No	No	6/22/2023
15	Pass Through	University of St. Thomas	Kristine	Wammer	04f	2023-107	Ecotoxicological Impacts of Quinone Outside Inhibitor (Qoi) Fungicides	\$279,000		Statewide	No	No	No	No	Yes	No	No	6/22/2023

Environment and Natural Resources Trust Fund
Final Work Plan Review and Approvals - M.L. 2023 (FY 2024) as of June 28, 2023 - Pass Through

#	Direct or Pass Through	Organization	First Name	Last Name	Sub	Proposal ID	Title	Funding Amount	Work Plan Approval Notes and Contingencies	Project Impact Area	Statewide	Local	Countywide	Regional	Concurrent	Other	Potential Revenue	Work Plan Approval Date
16	Pass Through	City of Scandia	Kyle	Morell	09g	2023-110	Scandia Gateway Trail to William O'Brien State Park	\$2,689,000	This project must be designed and constructed in accordance with Department of Natural Resources state trail standards. Engineering and construction plans must be approved by the commissioner of natural resources before construction may commence.	Statewide	No	No	No	No	No	n/a	No	6/22/2023
17	Pass Through	Great River Greening	Brad	Gordon	08h	2023-117	Restoring Forests and Savannas Using Silvopasture - Phase II	\$674,000		Statewide	No	No	No	No	No	n/a	No	6/22/2023
18	Pass Through	Hillmore County Soil and Water Conservation District	Riley	Buley	04g	2023-129	Brightsdale Dam Channel Restoration	\$1,004,000		Root River	No	No	No	No	No	n/a	No	6/22/2023
19	Pass Through	The Trust for Public Land	Eric	Weiss	08i	2023-135	Minnesota Community Schoolyards	\$1,433,000		Statewide	No	No	No	No	No	n/a	No	6/22/2023
20	Pass Through	Alexandria Lake Area Sanitary District (ALASD)	Scott	Gilbertson	04i	2023-137	ALASD's Chloride Source Reduction Pilot Program	\$764,000		Central	No	No	No	No	No	n/a	No	6/22/2023
21	Pass Through	Pheasants Forever Inc	Tanner	Bruse	08k	2023-142	Conservation Cooperative for Working Lands	\$2,611,000		Statewide	No	No	No	No	No	n/a	No	6/22/2023
22	Pass Through	Superior Cycling Association	Paul	Nordlund	09h	2023-147	Grand Marais Mountain Bike Trail Rehabilitation-Phase II	\$200,000		NE	No	No	No	No	No	n/a	No	6/22/2023
23	Pass Through	City of Duluth	Cliff	Knettel	09j	2023-172	St. Louis River Re-Connect - Phase II	\$1,375,000		NE	No	No	No	No	No	n/a	No	6/28/2023
24	Pass Through	Superior Hiking Trail Association	Lisa	Luukkala	08m	2023-181	Renewing Access to an Iconic North Shore Vista	\$197,000		Statewide	No	No	No	No	No	n/a	No	6/22/2023
25	Pass Through	Superior Hiking Trail Association	Lisa	Luukkala	08n	2023-189	Addressing Erosion Along High Use River Loops	\$368,000		Statewide	No	No	No	No	No	n/a	No	6/22/2023
26	Pass Through	Sugarloaf The North Shore Stewardship Association	Molly	Thompson	05f	2023-201	North Shore Private Forestry Outreach and Implementation	\$375,000		NE	No	No	No	No	No	n/a	No	6/22/2023
27	Pass Through	City of Biwabik	Jeff	Jacobson	09k	2023-207	City of Biwabik Recreation	\$1,306,000		NE	No	No	No	No	No	n/a	No	6/22/2023
28	Pass Through	City of Silver Bay	Lana	Fralich	09l	2023-210	Silver Bay Multimodal Trailhead Project	\$1,970,000	Before any construction costs are incurred, the city must demonstrate that all funding to complete the project are secured.	Statewide	No	No	No	No	No	n/a	No	6/22/2023
29	Pass Through	Minneapolis Park and Recreation Board	Adam	Arvidson	08p	2023-212	Enhancing Habitat Connectivity within the Urban Mississippi Flyway	\$190,000		Metro	No	No	No	No	No	Yes	No	6/22/2023

City of Duluth Contract #

Source: LCCMR

Line #	Director's Pass Through	Organization	First Name	Last Name	Subd.	Proposal ID	Title	Budget (Amount)	Memo, Approval Notes and Anticipated Milestones	Project Impact Area(s)	Is Statewide?	Is Regional?	Is Local?	Is Tribal?	Approval Date	
30	Pass Through	Minneapolis Park and Recreation Board	Adam	Arvidson	09m	2023-213	Above the Falls Park Restoration Planning and Acquisition		This appropriation may not be used to purchase habitable residential structures. Before the acquisition, a phase 1 environmental assessment must be completed and the Minneapolis Park and Recreation Board must not accept any liability for previous contamination of lands acquired with this appropriation.	Metro	No	Yes	No	No	n/a	6/22/2023
31	Pass Through	Hawk Ridge Bird Observatory	Janelle	Long	03o	2023-217	Linking Breeding and Migratory Bird Populations in Minnesota	\$199,000		Statewide	No	No	No	No	Yes	6/22/2023
32	Pass Through	Minnesota Trout Unlimited	John	Lenczewski	05g	2023-223	Teaching Students about Watersheds through Outdoor Science	\$290,000		Statewide	No	No	No	No	n/a	6/22/2023
33	Pass Through	Minneapolis Park and Recreation Board	MaryLynn	Pulscher	05h	2023-229	Bioblitz Urban Parks: Engaging Communities in Scientific Efforts	\$198,000		Minneapolis	No	No	No	No	n/a	6/22/2023
34	Pass Through	Minnesota Discovery Center	Donna	Johnson	09n	2023-231	Redhead Mountain Bike Park			Statewide	No	No	No	No	n/a	6/22/2023
35	Pass Through	The Nature Conservancy	David	Ruff	03r	2023-232	Community Response Monitoring for Adaptive Management	\$1,666,000		Statewide	No	No	No	No	n/a	6/22/2023
36	Pass Through	Minnehaha Creek Watershed District	Brian	Beck	04l	2023-238	Leveraging Data Analytics Innovations for Watershed District Planning	\$483,000	Minnehaha Creek Watershed District may license third parties to use products developed with this appropriation without further approval from the legislature or the Legislative-Citizen Commission on Minnesota Resources, provided the licensing does not generate income.	Statewide	No	No	No	No	n/a	6/22/2023
37	Pass Through	White Earth Band of Minnesota Chippewa Indians	Jamie	Konopacky	04m	2023-247	Protecting Minnesota's Headwaters of the Mississippi/Biobland Sands	\$738,000	ENRTF funds will be used for educational purposes but not for any lobbying for recommended policy changes.	Central	No	No	No	No	Yes	6/22/2023

City of Duluth Contract #

# on Public List	Director Pass Through	Organization	First Name	Last Name	Subject	Proposal ID	Title	Anticipated Approval Date	Workplan Approval Notes and Guidelines	Project Impact	Priority	Importance to Agency	Importance to Region	Importance to State	Importance to Nation	Importance to World	Workplan Approval Date
38	Pass Through	Otter Tail County	Kevin	Fellbaum	09o	2023-249	Maplewood State Park Trail Segment		This project must be designed and constructed in accordance with Department of Natural Resources state trail standards. Engineering and construction plans must be approved by the commissioner of natural resources before construction may commence.	Central	No	No	No	No	n/a	No	6/22/2023
39	Pass Through	Otter Tail County	Kevin	Fellbaum	08r	2023-250	P Phelps Mill Wetland and Prairie Restoration		Up to \$322,000 of this appropriation may be used to plan, engineer, and construct a boardwalk, viewing platforms, and soft trails within the park.	Central	No	No	No	No	n/a	No	6/22/2023



Attachment A

Environment and Natural Resources Trust Fund

M.L. 2023 Approved Work Plan

General Information

ID Number: 2023-172

Staff Lead: Corrie Layfield

Date this document submitted to LCCMR: June 23, 2023

Project Title: St. Louis River Re-Connect - Phase II

Project Budget: \$1,375,000

Project Manager Information

Name: Cliff Knettel

Organization: City of Duluth

Office Telephone: (218) 730-4312

Email: cknettel@DuluthMN.gov

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

Project Reporting

Date Work Plan Approved by LCCMR: June 28, 2023

Reporting Schedule: April 1 / October 1 of each year.

Project Completion: June 30, 2026

Final Report Due Date: August 14, 2026

Legal Information

Legal Citation: M.L. 2023, Chp. 60, Art. 2, Sec. 2, Subd. 09j

Appropriation Language: \$1,375,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with the city of Duluth to increase recreational opportunities and access to the Waabizheshikana hiking and water trails in West Duluth with trail and trailhead enhancements such as accessible canoe and kayak launches, picnic areas, and restrooms; restored habitat; stormwater improvements; directional signage, and trailside interpretation. This appropriation may also be used to partner with the St. Louis River Alliance to create an ambassadors program to engage the surrounding community and facilitate use of the trails.

Appropriation End Date: June 30, 2026

Narrative

Project Summary: Preserve and enhance strategic quality natural resources and expand outdoor recreational access to the St. Louis River through trail improvements, trail extensions and connections to state, regional, and local parks.

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

The St. Louis River Estuary Area of Concern (AOC) is one of the most severely impacted areas in the Great Lakes Basin. Historical municipal and industrial waste disposal and unchecked land use practices, including dredging and filling habitat, resulted in AOC listing in 1987 for nine beneficial use impairments. These include fish consumption advisories, deformities, and tumors; excessive nutrient and sediment loading; degraded fish and wildlife populations and habitats; and beach closings and body contact. Residents recall being admonished by parents, "don't touch the water."

West Duluth neighborhoods that line the AOC once had vibrant commercial corridors linked to industry and maritime commerce. After mining collapsed, the retail areas were abandoned and housing and infrastructure fell into disrepair. Many nearby residents suffer high rates of poverty, un- and under-employment, poor educational attainment, and poor health. Adults and youth do not have access to quality outdoor environments and activities that research shows are so important to developing environmental values. This is especially true in low-income neighborhoods where quality green space is lacking and residents have limited access to transportation. Historically, low-income populations have not had access to waterfront opportunities that will exist when AOC work and this project are complete.

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.

Waabizheshikana Trail and the St. Louis River National Water Trail (SLRNWT) implementation provide access to the recovering river, promotes education, interest, and support for remediation and habitat restoration. Waabizheshikana, formerly known as the Western Waterfront trail, includes an existing 3.3 mile bike/ped trail and proposed seven-mile expansion, creating 10.3 miles trail from 63rd Ave West to Jay Cooke State Park. It is divided into seven segments, and will be built as resources allow. Interpretive elements implemented concurrently with trail construction, explaining the geography, ecology, history of human impacts and AOC reclamation efforts completed and forthcoming. Pause areas along the way invite learning and reflection and serve as outdoor classrooms.

SLRNWT implementation highlights the river's recovery from legacy contamination, and encourages visitors to get out on the water. The SLRNWT covers 16.5 miles, over 12,000 acres, with 11 distinct routes that cover 73 miles (routes overlap, loop and meander). Enhanced river recreation and education opportunities improve quality of life and promote and enhance river restoration and preservation efforts for residents who have been disconnected from the river.

Access to waterfronts is typically reserved for the wealthy, so access by disadvantaged and low-income is our priority.

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?

Long-term results

Outcome: Increased visibility and visits to achieve the vision for the AOC restoration.

Outcome: Further awareness of the many recreational uses, environmental, and conservation steps completed and underway.

Measurable results

Outcome: Number of West Duluth residents reconnected to river by outreach and events.

Outcome: Three new Interpretive landforms focusing on the environment and culture of the Estuary.

Outcome: Accessibility improvements on .27 miles of trail.

Outcome: Two new/improved trailheads.

Outcome: With 2022 ENRTF (\$500,000) and 2023 ENRTF (\$1,375,000) plus matching funds, we will construct 3 additional miles o trail

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?

Region(s): NE

When will the work impact occur?

During the Project and In the Future

Activities and Milestones

Activity 1: Access and Accessibility Improvements

Activity Budget: \$809,000

Activity Description:

This projects includes new trailheads at 1. Munger Landing; 2. Blackmer Park; 3. trail accessibility improvements along Strykker Bay, and 4. new accessible trail connection from Indian Point Campground to the newly installed Fishing Pier (located on Waabizheshikana adjacent to the campground). Improvements at Munger Landing and Blackmer Park include directional signage, parking with ABA access, accessible vault toilets and picnic areas, with an accessible paddle launch at Munger Landing with power chair lockers. At Munger Landing, there will be a staging area for outfitting and group education outdoor classroom. Strykker Bay slopes will be regraded to meet ABA standards and Indian Point fishing Pier access will be created to meet ABA accessibility standards. This project includes storm water retention and treatment adjacent to parking lots, and culvert replacement for enhanced drainage/trail protection.

Preliminary design is complete on all four project sites. Final design will take place with other funding sources, and we are currently requesting proposals to perform final design and permitting. Construction and grading permits will be necessary, and we will conduct a tree survey. Shoreline alteration permits may be necessary at Munger Landing to install the accessible dock.

Activity Milestones:

Description	Approximate Completion Date
Final Design and Permitting	August 31, 2024
Indian Point Pier accessibility improvements: New accessible trail from campground to Waabizheshikana Trail and Pier	December 31, 2025
Add 10 trailhead parking spaces at Munger Landing, up to 20 spaces at Blackmer Park	June 30, 2026
.27 Miles of Waabizheshikana trail slope regrading to ABA standards (along Strykker Bay)	June 30, 2026
Signage and wayfinding (Munger/Blackmer) 6 signs total including park entrance and directional signage.	June 30, 2026
Four Benches, Four picnic tables, two each of trash and recycling bins (Munger/Blackmer)	June 30, 2026
One Accessible Kayak Launch and two power chair lockers (Munger)	June 30, 2026
Four Vault Toilets (2@Munger/2@Blackmer Park).	June 30, 2026
Construction of Segment 1 of Trail between Spring Street and Clyde Avenue (Munger Landing)	June 30, 2026

Activity 2: Interpretive Trail Elements

Activity Budget: \$244,773

Activity Description:

Interpretation is organized around a series of River Places; trailheads, overlooks, and rest stops—that will host outdoor classrooms, community and cultural gathering spaces, or nature play areas. Classrooms will be utilized by the St. Louis River Alliance as well as neighbor youth serving agencies and cultural organizations. Interpretive elements—story poles, cairns, freestanding signs, and concrete inlays—are designed from materials drawn from the estuary and from products of the local industries. By telling stories with materials from the location, the interpretive elements are true to their place and durable. The combination of materials, fabrication techniques, and cultural content promises to enrich educational opportunities.

Preliminary designs for these elements have been completed by a Landscape Architecture firm, Urban Ecosystems, in consultation with the Fond du Lac Tribal Band of Ojibway, for cultural and language references. We anticipate hiring a

firm to final design and manage the construction of these spaces, in order to properly reflect the cultural significance, and partner with tribal members on construction. These items will be constructed at the same time as the trail and accessibility improvements at Munger Landing, Blackmer Park, Strykker Bay and Indian Point fishing pier.

Activity Milestones:

Description	Approximate Completion Date
Final Design and Permitting	August 31, 2024
Munger Landing Outdoor Classroom	June 30, 2026
Indian Point Seven Fires Pause Area	June 30, 2026
Turtle mound interpretive landform/pause area	June 30, 2026
Granite cairns	June 30, 2026

Activity 3: Water Trail Implementation

Activity Budget: \$285,227

Activity Description:

Planning for the creation of the St. Louis River Water Trail focused on obtaining designation by the National Parks Service as a National Water Trail, which was received in 2020, including the creation of a leadership board, public information avenues (website, social media, news releases, kick-off event) and creating a water trail route map.

We are currently in implementation phase, to include capacity building of the St. Louis River Alliance, the designated entity to implement and operate the St. Louis River National Water Trail. Requested funding is for the St. Louis River Alliance to hire a new National Water Trail Coordinator to work on implementation of the Water Trail Master Plan and two part-time staff for community engagement. These new positions will provide outreach and education to promote river-related activities, recreation, and education. They will develop programming and events to promote the AOC successes and promote the newly created National Water Trail as a local, regional and national destination. They will also work to remove barriers for low-income and disadvantaged people to access the newly remediated river.

Activity Milestones:

Description	Approximate Completion Date
Hire Coordinator to implement the St. Louis River National Water Trail 1.0 FTE	December 31, 2023
Hire Community Leaders to promote river access and programming	June 30, 2024
Complete staff training for water/paddling/boating safety for use on events and programming	June 30, 2024
Update and print 10,000 paper maps for water trail users	June 30, 2025
Plan and deliver 4 Day trip events per year	June 30, 2026
Plan and hold bi-monthly advisory board meetings per year	June 30, 2026
Promote river access and programming for at least 50 disadvantaged youth per year	June 30, 2026

Activity 4: Tribal Monitoring

Activity Budget: \$36,000

Activity Description:

This is as needed for tribal monitors to be present during ground disturbing activities. This area along the St. Louis River Estuary has had significant settlements by Indigenous cultures in the past, and we are anticipating an agreement to have tribal monitors present to look for and address any artifacts or burial remains that may be encountered during construction. They City and Fond Du Lac have entered into a Master Services Agreement that spells out process and

procedures to follow in the event that artifacts or burial sites are found, which includes work stoppage, securing the area, and performing additional site investigation. A copy of this Agreement is available and uploaded.

Activity Milestones:

Description	Approximate Completion Date
Tribal Monitoring during ground disturbance activities, up to 50 days during construction.	June 30, 2026

Project Partners and Collaborators

Name	Organization	Role	Receiving Funds
Kris Eilers	St. Louis River Alliance	Executive Director. The Alliance is charged with implementing the St. Louis River Estuary National Water Trail.	Yes

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.

This project has included substantial community involvement throughout the three separate planning processes (Trail, Interpretive Plan, Water Trail Plan). Prior to putting the project out for bid, the City will issue a press release and make the final plans available for review by the public. Comments will be collected, reviewed, and responded to as necessary. The City of Duluth will also create a project website that includes the previous planning documents, final designs, copies of all public notices, and project schedule. Prior to construction start, we will hold a groundbreaking ceremony, with invitations to project funders, partners, and community members. The City will take several actions that will include acknowledgements to ENRTF including a ribbon cutting event, project signage, project website and social media posts, press releases. Dissemination will occur prior to, during and after construction.

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?

Implementation will be executed in segments, with facilities/amenities particular to each trail constructed concurrently. Long-term development and sustainability of the trails depends heavily on strong partnerships. Planning efforts identified over 60 partners in the St. Louis River Watershed alone, all with the capacity to assist in continued planning and implementation, marketing and promotional aspects, and on-going maintenance and stewardship. Funding likely will be from a combination of government partners, leveraging grant dollars, on-going operations of partners like the County and DNR, in-kind dollars from voluntary efforts of supporting nonprofits, and private donations.

Budget Summary

Category / Name	Subcategory or Type	Description	Purpose	Gen. Ineli gible	% Bene fits	# FTE	Class ified Staff?	\$ Amount
Personnel								
							Sub Total	-
Contracts and Services								
St. Louis River Alliance	Sub award	1.0 FTE Coordinator \$23/hr, 30% fringe for 3yrs; 2. Two seasonal Comm. Leaders \$20/hr 8 hr/week for 3yrs 3. Update and print paper maps \$8k; 4. Programming 3yrs @\$12k; 5. Training \$1.4k. 6. Director 220 hrs @\$33.65/Program Manager 100 hrs, \$24/hr, +fringe.				4.5		\$285,227
TBD	Professional or Technical Service Contract	Strykker Bay trail reconstruction - Existing trail ABA compliant slope modifications, .27 miles. Reroute the existing trail away from the collapsing shoreline.				1		\$190,000
TBD	Professional or Technical Service Contract	Segment 0 and Strykker Bay storm water improvements - Existing trail drainage improvements and culvert replacement.				0.5		\$85,000
TBD	Professional or Technical Service Contract	Indian Point Pier accessibility modifications				0.5		\$100,000
TBD	Professional or Technical Service Contract	Interpretive installations including final design: Indian Point rest stop \$100k; granite cairn \$4,000; Turtle mound landform \$100k.				0.5		\$204,000
City of Duluth	Professional or Technical Service Contract	Munger Landing Outdoor Classroom - Outdoor education, recreation classes. Community gathering place.				0		\$40,773
TBD	Professional or Technical Service Contract	Munger Landing Trailhead - Accessible Vault Toilet/Changing Room, New Trailhead Parking Lot (10 ABA spaces), Picnic area - Tables, Grills, waste disposal				1		\$103,000
TBD	Professional or Technical Service Contract	Blackmer Park Trailhead - New Parking Lot Incl. Curb and Gutter, Green stormwater infrastructure,				1		\$231,000

	Service Contract	Accessible Vault Toilet, Waste management, Signage and Wayfinding, Accessible Picnic Area.							
Fond du Lac Band	Sub award	Tribal Monitoring During ground disturbance activities				0.5			\$36,000
								Sub Total	\$1,275,000
Equipment, Tools, and Supplies									
								Sub Total	-
Capital Expenditures									
		Accessible Paddle launch/dock.			X				\$85,000
		Power Wheelchair Storage Lockers (2)			X				\$15,000
								Sub Total	\$100,000
Acquisitions and Stewardship									
								Sub Total	-
Travel In Minnesota									
								Sub Total	-
Travel Outside Minnesota									
								Sub Total	-
Printing and Publication									
								Sub Total	-
Other Expenses									
								Sub Total	-

[illegible]

Classified Staff or Generally Ineligible Expenses

Category/Name	Subcategory or Type	Description	Justification Ineligible Expense or Classified Staff Request
Capital Expenditures		Accessible Paddle launch/dock.	This equipment provides access to the remediated St. Louis River Estuary by people with disabilities, who may not otherwise have the ability to benefit from the work completed by the St. Louis River Area of Concern partner agencies. Additional Explanation : This equipment will be permanently installed at Munger Landing and maintained by City staff to ensure use by paddlers for the useful life of the equipment.
Capital Expenditures		Power Wheelchair Storage Lockers (2)	This equipment provides access to the remediated St. Louis River Estuary by people with disabilities, who may not otherwise have the ability to benefit from the work completed by the St. Louis River Area of Concern partner agencies. Additional Explanation : This equipment will be permanently installed and used for the duration of its useful life.

City of Duluth Contract #

Non ENRTF Funds

Category	Specific Source	Use	Status	\$ Amount
State				
Cash	MN Historical Society	Interpretive elements	Secured	\$130,000
Cash	MPCA/EPA	Munger Landing improvements and remediation	Secured	\$785,000
			State Sub	\$915,000
			Total	
Non-State				
Cash	FEMA	Spirit Cove shoreline mitigation	Secured	\$600,000
Cash	City of Duluth	Segment 1 extension construction Fall/Spring 2024/2025 Const Segment 0 (Spring Street Re-route) 2024 Construction	Secured	\$400,000
Cash	US Steel/US EPA	Recreation and interpretive elements (Segment 3) Spring 2024 interpretive element Installation. Segment 3 Trail Construction –Fall 2023 construction completion	Secured	\$605,000
			Non State	\$1,605,000
			Sub Total	
			Funds	\$2,520,000
			Total	

City of Duluth Contract #

Attachments

Required Attachments

Visual Component

File: [d3a02d03-3fa.pdf](#)

Alternate Text for Visual Component

Map depicts the trail segments to be improved with this grant request only, coupled with matching funds....

Board Resolution or Letter

Title	File
City of Duluth Resolution	a3c414eb-5c7.pdf

Optional Attachments

Support Letter, Photos, Media, Other

Title	File
Letters of Support	bef377b5-d2b.pdf
Interpretive Landform Concepts	9945c4df-d7c.pdf
Background Check Form	fee69141-d37.pdf
Tribal Monitoring Master Services Agreement	0bd53a05-197.pdf

Difference between Proposal and Work Plan

Describe changes from Proposal to Work Plan Stage

The scope of work remains the same, budget was adjusted for the Munger Landing and Blackmer Park Trailheads by \$47,000 each. Added clarification language for SLRA sub award, including some budget and time for existing staff to work on grant funded activities, and removed mobile app from the scope/budget, as it is too costly and paper maps serve the same purpose. Added tribal monitoring budget for construction phase.

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?

Yes

Do you agree travel expenses must 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, or sale of products and assets?

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



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.

A 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

Revised June, 2021

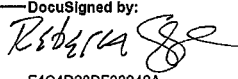
City of Duluth Contract #

- 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.

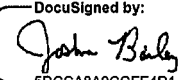
Particular attention should be paid to any proposed grant contract agreement requirements that provide for the rendering of planning, consultation, evaluation, or similar activities that may inform decisions on future grant awards.

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 and perceived conflicts of interests by individual employees or are organization as a whole to the State's Authorized Representative.

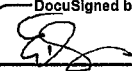
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September 8, 2023

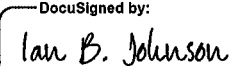
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September 11, 2023

Authorized Representative Signature:

DocuSigned by:

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September 11, 2023

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September 11, 2023



Attachment D

Office of Management and Budget (OMBS)

Pass-Through Grants Reimbursement Manual

Environment and Natural Resources Trust Fund (ENRTF)
Outdoor Heritage Fund (OHF)
Fiscal Year 2024 (July 1, 2023- June 30, 2024)

City of Duluth Contract #

24617

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Changes In This Version

The Fiscal Year 2024 manual contains these changes from previous versions:

- Clarifies current monitoring requirements that any grantee with a grant over \$250,000 must complete an annual monitoring with their grant specialist before June 30 every year. If a grantee fails to complete their monitoring visit, they are out of compliance with the grant agreement, and further reimbursements requests will not be completed until after the monitoring requirements are completed.
- Clarifies that monitoring can be done by any agreed upon electronic meeting platform, phone, or in person.
- Clarifies the steps that the Grants Unit may take if it finds at monitoring that some costs that were reimbursed were not correctly incurred or documented.
- Adds that, if their address changes during the grant period, the grantee must update their address in the SWIFT portal before receiving additional reimbursements.
- Updates the links to the Dept. of Administration's Debarred Vendors list.

Introduction

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

- The grantee is responsible for establishing and maintaining adequate financial internal control systems that follow generally accepted accounting and auditing principles.
- Grantees must establish a separate, non-interest bearing account for ENRTF/OHF funds.

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- 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 requires one monitoring visit during the course of the grant period on projects valued at over \$50,000.
- Any grantee with a grant over \$250,000 must complete an annual monitoring with their DNR grant specialist before June 30th every year. If a grantee fails to complete their monitoring visit, they are out of compliance with their grant agreement, and further reimbursements requests will not be completed until after the monitoring requirements are completed. Grants from \$50,000-\$250,000 must do at least one monitoring during the grant period. If any costs are found that were reimbursed, but upon further review should not have been eligible during annual monitoring or other reviews during the grant period, repayment of those costs, or other corrective action, may be required.
- Monitoring can be done by any agreed upon electronic meeting platform, phone, or in person. . Grantees will be given adequate notice prior to monitoring.
- The focus of the visit will be financial controls, grants management, conflict of interest, and associated documentation and procedures.

State Accounting System (SWIFT) Requirements

The DNR processes project reimbursement payments through a system 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. In order to set up the electronic transfer payment process, please contact MMB at 651-201-8106.

The grantee will also need to request a User ID to access the SWIFT e-Supplier portal to view payment information:

- Go to Minnesota Supplier Portal
 - Click on the 'Register for an Account' link.
 - Click the 'Register as a Supplier' button in the New Supplier section.
 - Complete the online form.
 - An email will be sent with the new User ID and password.
- Questions regarding this process can be sent to efthelpline.mmb@state.mn.us.
- If the address of the grantee changes during the grant period, the grantee must update their address in the SWIFT portal before receiving additional reimbursements.

Project Reimbursement

Pass-through grants are reimbursement based. The grantee must pay for project expenses prior to seeking reimbursement. Eligible expenses are then reimbursed under the terms of the agreement with the State of Minnesota.

Advance Payment

The DNR will only provide advance payment with prior approval as outlined in session law and the grantee's agreement.

- LCCMR and/or LSOHC will need to approve all advances for the project through the work/accomplishment plan.
- This does not apply to land acquisitions, where the Grants Unit can transfer funds to the grantee at least one business day prior to the closing date through an EFT.
- All pre-closing documentation must be submitted at least **fifteen business days** in advance of the closing date in order to allow the Grants Unit to review the paperwork, notify the grantee of any missing or incomplete land acquisition documentation, and process the request.

Reimbursement Timeframe

Grantees should expect to be reimbursed within 30 days of the DNR receiving a complete 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.
- If work/accomplishment plan updates or progress reports are past due to either the LSOHC or the LCCMR, the DNR will withhold reimbursement payments for that project until the grantee is in compliance.

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

- The final reimbursement will be paid out 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.

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Reimbursement Payment Request Documents

The reimbursement payment request is comprised of four sections.

Project Reimbursement Payment Request Form

This form must be completed and signed by an individual who is authorized by the organization to submit payment requests. It is required for all payment requests, including land or conservation easement acquisitions.

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.

- Each funding source has a different spreadsheet. Only 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 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.

Project Activity Summary Spreadsheet

The Project Activity Summary Spreadsheet provides a detailed summary of all expenses on the reimbursement payment request. The spreadsheet highlights the transaction date, description of the charges, the amount requested, and the approved budget categories for each expense.

Reimbursement Documentation

Each reimbursement payment request must include back-up documentation for all expenses. This documentation may include 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 the grant agreement, in Attachment E.

- 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.
- Documentation for salary expenses includes time or payroll records for the payment request period. All employees working on a project should track number of hours worked on the project.
 - Timesheet elements 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 level. Please contact your assigned Grants Specialist for more information.
- The following information must be added to (or written on) the copies of receipts, invoices, time records or other documentation:

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- Budget line item the expense is being posted to, such as personnel, equipment, travel, etc.
- Check number or payment number that was used to pay for the receipt, invoice, or payroll. This number should match up with payment documentation such as a bank statement or other proof of payment.
- If the documentation has non-project expenses on it, be sure to circle the expenses being posted to the project along with budget item.

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, and travel with their payment requests. Grantees must continue to keep all receipts in your folders, for review at annual monitoring.

Grantees only send in invoices/receipts/other proof of expenses in these categories with payment requests:

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

To access this policy, grantees must have:

- no findings in their most recent monitoring, and
- no questioned costs over their last four reimbursement requests, in a span 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 has questioned costs or findings, the grant specialist may require full receipts on future payment requests.

Submission of Reimbursement Payment Requests

Please send one copy of the reimbursement request to your designated Grants Specialist, via e-mail. Starting in Fiscal Year 2021 we will only accept electronic submissions for all grant reimbursements. Where possible, please ensure electronic documentation is in an accessible format.

Documents to Be Kept on File

The grantee must maintain all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement in a separate project file. 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.

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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.

Vendors and Subcontractors

Subcontractors include other organizations and/or businesses that perform services identified in the work/accomplishment plan. Vendors provide supplies or materials to the project. Both 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 subcontractors and vendors.

Each executed subcontract must include the amount of the subcontract, the length of the subcontract, and all 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.

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Contracting and Bidding Thresholds and Process

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

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Supporting Documentation

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 bid tabulation (if applicable),
- written documentation that describes the rationale for selection of the subcontractor, and
- 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

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

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. Other prevailing wage information can be found at the Minnesota Department of Labor and Industry.

Cost Category-Specific Requirements

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.

City of Duluth Contract #

- All pre-closing documentation must be submitted at least ten business days in advance of the closing date in order to allow the Grants Unit to review the paperwork, notify the grantee of any missing or incomplete land acquisition documentation, and process the request.

Fourth Year Land Acquisition

In order to be reimbursed for land acquisitions that occur in the fourth fiscal year, the grantee will notify the State that a binding purchase agreement has occurred before the end of the third fiscal year.

- Notify your grant specialist that you intend to have a binding agreement in place by June 30 of the third year.
- Provide proof of that agreement no later than July 15 of the fourth year.
- 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

For all acquisitions that require DNR services, the grantee must submit a Use of Funds letter, as outlined in their grant agreement, to pay for the DNR's services. Funding must be available in the "DNR Land Acquisition Costs" (OHF) or the "Other DNR acquisition, reporting, and management" (ENRTF) budget line item in the approved work/accomplishment plan to pay for 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.
- Please also add the following information to the invoices:
 - The activity number that the expense is being posted to.

City of Duluth Contract #

- If a portion of an expense is being posted to more than one activity or budget line items, please include that information on the invoice (ENRTF only).
- The budget line item (or category) the expense is being posted to. Examples include expenses identified as “travel”, “personnel”, “equipment”, etc.

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 guidelines in order to be eligible for reimbursement. The Commissioner’s Plan includes mileage and meal reimbursement rates and guidelines in Chapter 15 – Expense Reimbursement. Information on travel expenses can also be found on the Travel Reimbursement and Documentation Guide available on the DNR Pass-Through grant website.

Contact Information

Minnesota Department of Natural Resources
Office of Management and Budget Services, Grants Unit
500 Lafayette Road St. Paul, MN 55155-4010
Pass-Through Grants Website

Katherine Sherman-Hoehn, Grants Manager (State Authorized Representative)
Phone: (651- 259-5533
E-mail: katherine.sherman-hoehn@state.mn.us

Karen Mueller, Grants Specialist Senior
Phone: 651- 259-5559
E-mail: karen.cibuzar-mueller@state.mn.us

Mandy Skypala, Grants Specialist Coordinator
Phone: 651-259-5543
E-mail: madeleine.skypala@state.mn.us

Jason Tidemann, Grants Specialist Coordinator
Phone: 651- 259-5534
E-mail: jason.tidemann@state.mn.us

Monica Weber, Grants Specialist Sr.
Phone: (651) 259-5370
email: monica.weber@state.mn.us

City of Duluth Contract #

APPENDIX

Reimbursement Request Checklist

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

For all projects, the Grantee must submit the following:

1. **Section 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), the sequence of the request (for example, the first request would be #1), and the period of time the request covers.
2. **Section 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. **Section 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. **Section 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. Please write the activity number, budget item title and payment information (such as check number, bank statement) on the receipt/invoice document submitted. This information is needed to determine what part of the project the expenses are being directed to.
5. **Section 5: Acquisition Documents (if applicable)**
Specific documentation is required for land acquisitions. Please see your grant agreement to view your land acquisition reporting requirements.

City of Duluth Contract #



City of Duluth

Certified Copy

Resolution: 23-0616R

Attachment F

411 West First Street
Duluth, Minnesota
55802

File Number: 23-0616R

RESOLUTION AUTHORIZING ACCEPTANCE OF A MINNESOTA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENT AND NATURAL RESOURCES TRUST FUND GRANT IN AN AMOUNT NOT TO EXCEED \$1,375,000 TO EXPAND RECREATIONAL ACCESS ALONG THE ST. LOUIS RIVER ESTUARY.

CITY PROPOSAL:

BE IT RESOLVED, that the proper City officials are hereby authorized to accept and execute an Environment and Natural Resources Trust Fund grant contract agreement with the Minnesota Department of Natural Resources, substantially in the form attached hereto as Exhibit A, in an amount not to exceed \$1,375,000, with said funds to be deposited into fund 452-030-4220-01-HANDHTAX-1501-04 (Tourism & Recreational Projects - Finance - State of Minnesota Capital - Half & Half Tax Projects - Waabizheshikana Trail - Seg 0-3: 63rd Ave W to Boathouse Pt).

FURTHER RESOLVED, the City of Duluth has the legal authority to accept these funds and the financial, technical, and managerial capacity to ensure proper planning and maintenance of the project. There is no local match required.

FURTHER RESOLVED, the Duluth City Council names the fiscal agent for this project as Jen Carlson, City of Duluth Finance Director, 411 West 1st Street, Duluth, Minnesota 55802.

This Resolution was adopted unanimously.

I, Ian B. Johnson, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 8/14/2023, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

Ian B Johnson

08/15/2023
Date Certified

Certificate Of Completion

Envelope Id: 33BA960219D34A279A0376EE85A00651

Subject: ENRTF ML 23 AGREEMENT: CITY OF DULUTH - ST. LOUIS RIVER RE-CONNECT PHASE II

Source Envelope:

Document Pages: 45

Certificate Pages: 3

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Debra Lohmeyer

658 Cedar St

St. Paul, MN 55155

debra.lohmeyer@state.mn.us

IP Address: 156.99.2.89

Record Tracking

Status: Original

9/8/2023 9:43:53 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Debra Lohmeyer

debra.lohmeyer@state.mn.us

Pool: StateLocal

Pool: MN Management & Budget (MMB) - SWIFT

Location: DocuSign

Location: DocuSign

Signer Events

Debra Lohmeyer

debra.lohmeyer@state.mn.us

Financial Support/Buyer

State of MN

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Debra Lohmeyer

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Signature Adoption: Pre-selected Style

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Signed: 9/8/2023 9:58:01 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Allison Brooks

abrooks@duluthmn.gov

Security Level: Email, Account Authentication
(None)

DS
AB

Signature Adoption: Pre-selected Style

Using IP Address: 156.99.162.253

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Signed: 9/8/2023 10:17:23 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rebecca St. George

rstgeorge@duluthmn.gov

City Attorney

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Rebecca St. George
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Signature Adoption: Drawn on Device

Using IP Address: 156.99.162.253

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Signed: 9/8/2023 12:35:22 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Josh Bailey

jbailey@duluthmn.gov

City Auditor

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Josh Bailey
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Signature Adoption: Drawn on Device

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Signed: 9/11/2023 8:35:08 AM

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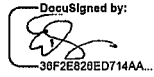
City of Duluth Contract #

Signer Events

Emily Larson
elaron@DuluthMN.gov
Mayor

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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Signature Adoption: Drawn on Device
Using IP Address: 156.99.162.253

Timestamp

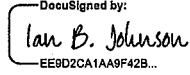
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Ian B. Johnson
ibjohnson@DuluthMN.gov
City Clerk

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Katherine Sherman-Hoehn
katherine.sherman-hoehn@state.mn.us
OMBS Grants Manager
Department of Natural Resources
Security Level: Email, Account Authentication
(None)

DS

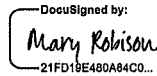

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Signed: 9/11/2023 4:48:05 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Robison
Mary.Robison@state.mn.us
Chief Financial Officer
DNR
Security Level: Email, Account Authentication
(None)

DocuSigned by:

21FD19E480A84C0...

Signature Adoption: Pre-selected Style
Using IP Address: 156.98.167.157

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Signed: 9/12/2023 8:48:37 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Mandy Skypala
madeleine.skypala@state.mn.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 9/8/2023 9:43:58 AM

Witness Events

Signature

Timestamp

City of Duluth Contract #

24617

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Envelope Updated	Security Checked	9/8/2023 9:57:14 AM
Certified Delivered	Security Checked	9/12/2023 8:47:20 AM
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Completed	Security Checked	9/12/2023 8:48:37 AM

Payment Events**Status****Timestamps**

City of Duluth Contract #

24617

Minnesota Department of Natural Resources

Single/Sole Source Grant and Contract Justification Form

It is the policy of the [State of Minnesota](#) that grants and contracts are to be competitively awarded as much as possible. Single and sole source grants/contracts are to be 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. In those situations, complete this form, have it signed by the authorized representative for your grant, and sent it to the designated MN DNR Authorized Representative for review and signature. Both the grantee and the MN DNR should keep copies of the completed form.

Grantee City of Duluth	Grant Project Name St. Louis River Re-Connect Phase II
Grant Number 2023-172	Grant Period July 1, 2023 to June 30, 2025
Grant Amount \$1,375,000	Grant Funding Source ENRTF

Description of Subgrant/Subcontract activities:

The City of Duluth is requesting sole source approval to award a subgrant to the St. Louis River Alliance (Alliance) in the amount of \$285,227 as described in the approved work plan. Requested funding is for the Alliance to hire a new National Water Trail Coordinator to work on implementation of the St. Louis River Estuary National Water Trail Master Plan (<https://duluthmn.gov/media/7316/final-water-trail-master-plan.pdf>), and hire two part-time staff for community engagement. These new positions will provide outreach and education to promote river-related activities, recreation, and education. They will develop programming and events to promote the AOC successes and promote the newly created National Water Trail as a local, regional and national destination. They work to remove barriers for under-resourced and disadvantaged people to restore access the newly remediated river.

Description of the work the Grantee is expected to perform:

(Provide an overview of the deliverables. You may also attach a copy of the grant duties to this form)

Activity Milestones	Approximate Target Completion Date
Hire Coordinator to implement the St. Louis River National Water Trail 1.0 FTE	December 31, 2023
Hire Community Leaders to promote river access and programming	June 30, 2024

Complete staff training for water/paddling/boating safety for use on events and programming	June 30, 2024
Update and print 10,000 paper maps for water trail users	June 30, 2025
Plan and deliver 4 Day trip events per year	June 30, 2026
Plan and hold bi-monthly advisory board meetings per year	June 30, 2026
Promote river access and programming for at least 50 disadvantaged youth per year	June 30, 2026

Description of the subgrantee/subcontractor as justification for single/sole source:

(Reference the Grantee's geographic location, specialized knowledge and/or relationships, specialized equipment, and all other factors that contribute to the decision to administer a single/sole source grant. A single/sole source grant may not be based solely on organization convenience and/or prior relationships with a potential subgrantee/subcontractor.)

The Alliance is an organization in Duluth, MN with extensive experience and knowledge of the St. Louis River and established relationships with local, state, and federal agencies. This specialized knowledge and relationships makes the Alliance uniquely positioned to ensure efficient and effective water trail implementation and development.

The Alliance began as a Citizen Advisory Committee in 1987 to assist Minnesota and Wisconsin state agencies for development of the St. Louis River Estuary Area of Concern (AOC) Remedial Action Plan (RAP). Through the development of the RAP and AOC activities, the Alliance established strong partnerships with MN and WI state agencies, U.S. Environmental Protection Agency, the Fond du Lac Band of Lake Superior Chippewa, City of Duluth, and other local organizations. In 2017, the City of Duluth adopted the St. Louis River Estuary National Water Trail Master Plan. During the planning process, the Water Trail Steering Committee selected the Alliance to implement the Plan and to complete ongoing development of the water trail.

The Alliance has:

- Assisted with the RAP development including identification of the Beneficial Use Impairments and their removal targets and actions, and preparing the Lower St. Louis River Habitat Plan.
- Participates in monthly AOC meetings and on BUI technical teams.
- Helped secure \$25.4 million in state bonding funds to leverage \$47.2 million in Great Lakes Restoration Initiative Funds to remediate contaminated sediment.
- Managed grants from the MN Pollution Control Agency for the AOC, wild rice monitoring contracts through the MN Land Trust and WI DNR, and Piping Plover monitoring through the U.S. Fish and Wildlife Service.
- Built relationships with river neighborhood residents and organizations to determine community interest in, and barriers to, recreating on and near the river.
- Forged partnerships with ten riverside neighborhood organizations to connect under-resourced residents of those neighborhoods with the river through transportation, equipment, and training.
- Convened a National Water Trail Advisory Council consisting of representatives from the MN DNR, City of Duluth, City of Superior, Fond du Lac Band of Lake Superior Chippewa, University of

Minnesota Duluth, Lake Superior National Estuarine Research Reserve, Paddlers Alliance, Duluth Power Squadron, Isaac Walton League, and Spirit Lake Marina.

Explanation of how the subgrant/subcontract amount was determined:

Activity 3: Water Trail Implementation in the Work Plan that was approved on June 28, 2023 describes necessary capacity building for the Alliance, which is the designated entity to facilitate community access to the St. Louis River National Water Trail. The Activity Budget of \$285,227 was determined through discussion with the Alliance and includes personnel funding to hire a National Water Trail Coordinator and Community Leader positions. The budget also includes supply costs for outreach and programming materials to print National Water Trail maps, host four events annually, complete staff training, and conduct outreach activities.

Description of the search conducted to locate potential subgrantees/subcontractors.

During the water trail planning process, the Alliance was identified by the Water Trail Steering Committee to implement the Plan and for ongoing development of the water trail. Over the past six years since that time, the Alliance has established itself at the forefront of St. Louis River area engagement and water trail development. The Alliance was involved prior to and throughout the City of Duluth's application for the LCCMR grant funding. There is no other organization in the Duluth area that has the necessary knowledge and relationships to complete this work.

Certifications

I am aware that State policy requires the use of competitive grant/contract processes unless only one entity is reasonably able to meet the grant's intended purpose and objectives. I certify that:

- 1. The grant/contract award amount is fair, reasonable, and provides the best value to the State of Minnesota.*
- 2. The single source grant/contract award is not the result of inadequate advance planning or for purposes of securing the services of a preferred provider.*
- 3. The current Conflict of Interest form on file with the MN DNR takes this situation into account.*

Signatures

Grantee Authorized Representative Signature:  Date: 9/27/23

For DNR Use Only

I have reviewed this request and approve the use of this Single/Sole Source contract.

DNR Authorized Representative Signature:  Date: 10/18/2023

Exhibit C: Progress Reports

Progress reports must be submitted biannually by March 15 and September 15 for each year that the Subgrant Agreement is active. Please submit reports and accompanying photos electronically to Allison Brooks at abrooks@duluthmn.gov.

St. Louis River Alliance LCCMR Subgrant Progress Report for National Water Trail Implementation

Date:

- 1. How is the project going? What work have you accomplished?**
- 2. Please describe the roles of each staff member that is directly involved with this project.**
- 3. Please describe any outreach and programming activities completed, and attach photos of events and/or screenshots of web-based media when submitting the progress report.**
- 4. What actions have you taken to remove barriers for low-income and disadvantaged people to increase access to the St. Louis River?**

Exhibit D: Payment Request Form

The following information includes requirements of the City under the LCCMR Grant. Compliance with directions included herein is mandatory for the Grantee's successful reimbursement. Please submit Payment Request Forms electronically to Allison Brooks at abrooks@duluthmn.gov.

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. Only approved budget items (expenses) will be eligible for reimbursement.

Project Activity Summary Spreadsheet

The Project Activity Summary Spreadsheet provides a detailed summary of all expenses on the reimbursement payment request. The spreadsheet highlights the transaction date, description of the charges, the amount requested, and the approved budget categories for each expense.

Reimbursement Documentation

Each reimbursement payment request must include back-up documentation for all expenses. This documentation may include 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.

- 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.
- Documentation for salary expenses includes time or payroll records for the payment request period.
 - Timesheet elements 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 level.
- The following information must be added to (or written on) the copies of receipts, invoices, time records, or other documentation:
 - Budget line item the expense is being posted to, such as personnel, equipment, travel, etc.
 - Check number or payment number that was used to pay for the receipt, invoice, or payroll. This number should match up with payment documentation such as a bank statement or other proof of payment.
 - If the document has non-project expenses on it, be sure to clearly indicate (circle) the expenses being posted to the project.

St. Louis River Alliance LCCMR Subgrant Reimbursement Spreadsheet

Contract Number:

PO Number:

Period Covered by Request:

Request Number: 0

Total Request for Reimbursement: 0

Budget Item	A. Budget	B. Total Reimbursed as of Last Request	C. Balance (A-B)	D. Current Request	E. Ending Balance (C-D)	F. Total to be Reimbursed Including Current Request (B+D)
Personnel	\$ 244,727		\$ 244,727	\$ -	\$ 244,727	\$ -
Supplies	\$ 31,500		\$ 31,500	\$ -	\$ 31,500	\$ -
Printing	\$ 9,000		\$ 9,000	\$ -	\$ 9,000	\$ -
Total	\$ 285,227	\$ -	\$ 285,227	\$ -	\$ 285,227	\$ -

Note: Only "B. Total Reimbursed as of Last Request" must be completed in the above table, all others are formulas or pre-populated.

St. Louis River Alliance LCCMR Subgrant Reimbursement Spreadsheet

Contract Number:
 PO Number:
 Period Covered by Request:
 Request Number:

Total Request for Reimbursement: \$ -

Date of Transaction	Description - vendor, purpose, location, etc.	Category (Personnel, Supplies, or Printing)	Requested Amount
TOTAL REQUEST FOR REIMBURSEMENT			\$ -

Total by Category for this Reimbursement		
Personnel		
Supplies		
Printing		
Total (total must match above)	\$	-

City of Duluth Contract #