

# EXHIBIT 1

## SUBGRANT AGREEMENT BETWEEN THE SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT AND THE CITY OF DULUTH

### PARTIES

The Parties to this Subgrant Agreement (“Agreement”) are the South St. Louis Soil and Water Conservation District (the "SWCD") and the City of Duluth (the "City"), collectively referred to as "the Parties.”

### RECITALS

The SWCD submitted an application to and was awarded \$418,825 from the Conservation Partners Legacy Program ("CPL") for a project (the “Project”) that will use funding from the FY 2026 Conservation Partners Legacy Traditional, Metro, and New Applicant Grant Program - Round 1. The grant was entitled "Tischer Tributary 7 Resilience Project - Phase 3" (the "CPL Grant"). The objectives of the Project are as follows:

- Remove non-native plants and trees in the riparian area and/or within close proximity to Tributary 7 – a coldwater tributary to the main stem of Tischer Creek, which runs through Hartley Park and Designated Natural Area; the primary non-native species of interest is white crack willow;
- Re-plant native trees and shrubs within the riparian area and/or in close proximity to Tributary 7;
- Mitigate sediment impacts to Tributary 7 by removing excess sediment and/or reshaping the stream channel and banks as necessary to meet the restoration goal of the project, which is to improve stream health, fish passage and aquatic habitat.; and
- Mitigate sediment impacts to Tributary 7 by installing a Stormwater Best Management Structure – sediment vault – at the north end of Tributary 7 at Northfield Street. This work is being funded under a separate grant. See Section 3.1.

The Parties desire to enter into a Subgrant Agreement for the Project to award proceeds for the CPL Grant to the City (the “Subgrant”).

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth in this Subgrant Agreement, the SWCD and City agree as follows:

#### 1. Term of Agreement

- 1.1 Effective Date: shall be the date when both Parties have executed the Subgrant Agreement.
- 1.2 Expiration Date: shall be May 31, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 2.6 Publicity and Endorsement; 7 Liability; 8 State Audits; 9

Government Data Practices; 10 Governing Law, Jurisdiction and Venue; and 11 Intellectual Property Rights.

## 2. Agreement Among The Parties

- 2.1 The City will hire any necessary agents and contractors to design and construct the Project. The City will acquire input from the SWCD on the contracts and construction plans for the project. The City will provide SWCD with the names of the technical and engineering entities providing assistance to the Project, their credentials for providing this assistance or the method for selecting appropriate technical providers, and approved design and construction standards for the practices or Project to be implemented. SWCD will approve final construction plans before any part of the Project is bid out, such approval shall not be unreasonably withheld, conditioned or delayed.
- 2.2 The City will administer such contracts and be responsible for permitting and project management tasks associated with completing the Project, all in accordance with the CPL Grant and approved Work Plan for the Project, attached as Exhibit A, both of which are incorporated into this Subgrant Agreement.
- 2.3 Only native plants can be used on the Project.
- 2.4 The SWCD will be responsible for the administration of the CPL Grant tasks including reporting, reimbursement requests, and any other tasks associated with the CPL Grant funding.
- 2.5 The City will be responsible for the long term maintenance of the installed project in accordance with the management plan provided to CPL as part of the grant requirements. An inspection schedule, procedure, and assured access to the practice site shall be included as a component of maintaining the effectiveness of the practice.
- 2.6 Any publicity regarding the subject matter of this Subgrant Agreement must identify CPL as the funding agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, signs, and similar public notices prepared by the City or any contractors with respect to the Project. The City will erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056.
- 2.7 The City will submit an annual progress report to the SWCD by December 1 of each year on the status of Project implementation. The City will submit a final progress report to the SWCD by May 31, 2029 or within 30 days of completion of the Project, whichever occurs sooner. The SWCD will provide the necessary report format to the City.

## 3. Funding

- 3.1 SWCD will retain \$5,000 of the Grant for administration of the Grant. SWCD awards the Subgrant funding to the City for the Project in an amount not-to-exceed \$418,825.00 payable to City Fund 535-500-1905-5533

The City will provide an amount not-to-exceed \$312,500.00 payable from City Fund 535-500-1905-5533 in non-state match for the Project, which will be provided by the United States Army Corps of Engineers, through the Section 569 Program that the City has secured for the Project.

- 3.2 The City will receive Subgrant funds by submitting quarterly invoices to the SWCD during periods of non-construction and monthly invoices during construction periods. Generally, construction will be occurring between April and November of 2027 and 2028, though this is subject to change. The SWCD will provide the necessary invoice format to the City. The final payment must be requested within 30 days of the expiration date of this Subgrant Agreement. All costs must be incurred within the term of this Subgrant Agreement.

#### 4. Authorized Representatives

- 4.1 The City's Authorized Representative for the Project is:

Kate Kubiak  
Natural Resources Coordinator  
1532 W. Michigan Street  
Duluth, MN 55806  
Phone: 218.580.9150  
Email: [kkubiak@Duluthmn.gov](mailto:kkubiak@Duluthmn.gov)

or their successors.

- 4.2 The SWCD's Authorized Representative is:

Tim Beaster  
Conservation Specialist  
4215 Enterprise Circle  
Duluth, MN 55811  
Telephone: (218) 723-4867  
Email: [tim.beaster@southstlouisswcd.org](mailto:tim.beaster@southstlouisswcd.org)

or their successors.

- 4.3. City and SWCD will keep each other apprised of any changes in representatives regarding the Project.

#### 5. Assignment, Amendments, Waiver and Contract Complete

- 5.1 Assignment. No Party shall assign or transfer any rights or obligations under this Subgrant Agreement without the prior written consent of the other Party approved by the same individuals who executed and approved the original Subgrant Agreement, or their successors in office.

- 5.2 Amendments. Any amendment to this Subgrant 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 Subgrant Agreement, or their successors in office.

- 5.3 Waiver. If any Party fails to enforce any provision of this Subgrant Agreement, that failure does not waive the provision or that Party's right to enforce it.
- 5.4 Agreement Complete. This Subgrant Agreement contains all negotiations and agreements between the City and the SWCD. No other understanding regarding this Subgrant Agreement, whether in written or oral form may be used to bind any Party.

6. Prevailing Wage and Municipal Contracting Law

The City will pay prevailing wage for the Project. All laborers, mechanics and apprentice-trainees employed in the Project by the City shall be paid wages at a rate not less than those prevailing on projects of a character similar in the City. Bid requests must state that Project is subject to prevailing wage. City must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government:

7. Liability

Each party will be responsible for its own acts and the results thereof and shall not be responsible or liable for the other Party's actions or consequences of those actions. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Parties' liability. Nothing in this Subgrant Agreement is intended to waive or limit the provision of Minn. Stat. Ch. 466, or any other law, legislative or judicial, which limits government liability. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1 .

8. Audits

The City's books, records, documents, and accounting procedure and practices of the City relevant to this Subgrant Agreement are subject to examination by the SWCD, CPL, and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the Subgrant Agreement.

9. Government Data Practices

The Parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided under this Subgrant Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Subgrant Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by any of the Parties.

10. Governing Law, Jurisdiction, and Venue

Minnesota Law, without regard to its choice of law provisions governs this Subgrant Agreement. Venue for all legal proceedings involving this Subgrant Agreement, or its

breach, must be in the appropriate state or federal court, with competent jurisdiction in Duluth, St. Louis County, Minnesota.

#### 11. Intellectual Property Rights

To the extent permitted by the CPL Grant, intellectual property developed under this Agreement shall be made available to the City for governmental purposes and other noncommercial purposes at no cost to the City. Nothing in this section is intended to limit the City's or SWCD's use of project materials for governmental purposes.

#### 12. Termination

12.1 Termination for Insufficient Funding. The City may immediately terminate this Subgrant Agreement if it does not obtain federal funding from the U.S. Army Corps of Engineers for the match for the CPL Grant, or if funding cannot be continued at a level sufficient to allow for the payment of costs provided herein. Termination must be by written notice to the SWCD. The City is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The City will not be assessed any penalty if the Subgrant Agreement is terminated because of the decision of funding sources to not appropriate funds.

12.2 Termination for Insufficient Funding by SWCD. The SWCD may terminate this Subgrant Agreement if it does not obtain funding from CPL, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the City. The SWCD is not obligated to pay for any costs of the Project except using CPL funding.

#### 13. Severability

The provisions of this Subgrant Agreement shall be deemed severable. If any part of this Subgrant Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Subgrant Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Subgrant Agreement with respect to either Party.

#### 14. Merger

This Subgrant Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements.

*(Reminder of page intentionally left blank. Signature pages to follow.)*

IN WITNESS WHEREOF, the parties hereto have executed this Subgrant Agreement on the dates indicated below:

CITY OF DULUTH

SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT

By \_\_\_\_\_  
Mayor  
(City Administrator with delegated Authority)

By \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
City Clerk

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

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

## CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

### South St. Louis SWCD/ Tischer Tributary 7 Resilience Project - Phase 3

**State Accounting information:**

SWIFT Contract Doc. Type: GRK SWIFT Contract #: 285693  
 SWIFT Contract Line # (Annual Plans): \_\_\_\_\_ SWIFT Purchase Order #: 3000294993

|   |                                     |   |                                |                                   |
|---|-------------------------------------|---|--------------------------------|-----------------------------------|
| Agency:<br><b>R2901</b>                                     | Submitted By:<br><b>David Stein</b> | Origin:<br><b>A24</b>                       | Vendor #:<br><b>0000201225</b> | Category Code:<br><b>84101501</b> |
| Total Amount of Contract for ALL years:<br><b>\$418,825</b> |                                     | Total Amount of Contract: <b>\$ 418,825</b> |                                | For FY:<br><b>26</b>              |
| Total Amount of Contract:                                   |                                     | Total Amount of Contract: <b>\$</b>         |                                | For FY:                           |

Contract Start Date: Upon Execution Speedchart Name: \_\_\_\_\_  
 Contract Expiration Date: June 30, 2029 Speedchart Number: \_\_\_\_\_

Grantee Name and Address: South St. Louis SWCD  
4215 Enterprise Circle  
Duluth, MN 55811

Did you remember to:  
 Check for debarred vendor?  Yes  No  
 Check for annual plan limit?  Yes  No  
 Work on state lands?  Yes  No

PO Reference: **DS-FY26 CPL Tischer Tributary 7 Resilience Project - Phase 3**

Description: **FY2026 CPL; South St. Louis SWCD, Tischer Tributary 7 Resilience Project - Phase 3. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

#### Statewide/ Agency Reporting Funding String

| Line     | Budget/<br>Bond Year | Amount           | Fund        | FinDeptID       | AppropID       | Account       | Statewide<br>Cost | Agency<br>Cost 1 | Agency<br>Cost 2 |
|----------|----------------------|------------------|-------------|-----------------|----------------|---------------|-------------------|------------------|------------------|
| <b>1</b> | <b>26</b>            | <b>\$418,825</b> | <b>2300</b> | <b>R2936725</b> | <b>R296K97</b> | <b>441502</b> |                   | <b>2W205</b>     |                  |
|          |                      |                  |             |                 |                |               |                   |                  |                  |

#### Project/ Grant Reporting Funding String

| Line | PC Business<br>Unit | Project | Activity | Source Type | Category | Sub-Category |
|------|---------------------|---------|----------|-------------|----------|--------------|
|      |                     |         |          |             |          |              |
|      |                     |         |          |             |          |              |

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**CONSERVATION PARTNERS LEGACY GRANT PROGRAM  
GRANT CONTRACT  
South St. Louis SWCD/ Tischer Tributary 7 Resilience Project - Phase 3**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and South St. Louis SWCD, 4215 Enterprise Circle, Duluth, MN 55811 ("Grantee").

**Recitals**

1. Under [Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5\(v\)](#), and [Minnesota Statute § 84.026](#) the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

**1.1 Effective Date.** The date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5.

Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

**1.2 Expiration Date.** June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: Signage; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Data Compatibility and Availability Requirements; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Data Disclosure; Use of Funds for Match or Reimbursement; Real Property Interest Report.

**2 Specifications, Duties, and Scope of Work**

***Grantee's Duties***

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

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
  - 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State’s Authorized Representative.
  - 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in [Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5\(v\)](#), and MN Statute 97A.056.
  - 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2026 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located [Here](#).
  - 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
  - 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.
  - 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
  - 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.
  - 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 10.2).
  - 4 The Grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- 4.1 **State’s Duties**
  - 4.2 To provide Grantee up to **\$418,825** for the costs incurred for the completion of the Project.
  - 4.3 The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant 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.

## 5 Time

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

## 6 Consideration and Terms of Payment

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

**6.1 Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

A. **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the [CPL Payment Manual](#).

**6.2 Administrative Costs.** Grantee administrative costs must be necessary and reasonable. Administrative costs are limited to personnel costs for project administration and on-the-ground work. Up to 10% of the grant award may be used for personnel costs, and only paid employees of the grantee organization may claim personnel costs. Personnel rates include hourly wage and fringe only (FICA/Medicare, retirement, and health insurance.) Proof of wage is required, and all personnel costs must be budgeted in the work plan. All personnel time must be documented with the name of employee, date of work, hours worked, brief description of work, and hourly rate

**6.3 Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed 1% of the total awarded grant amount; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**6.4 Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before 4 pm local time, July 25, 2029. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the [CPL Payment Manual](#), which is incorporated into this grant contract by reference.

In accordance with [Minnesota Management and Budget Statewide Operating Policy 0801-01](#), payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

**6.5 Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

**6.6 Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

**6.7 Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State. All match documentation must be submitted by the Grantee prior to final payment by the State. Final payment will not be made until all match is documented.

**6.8** For awards greater than \$25,000, a grantee performance evaluation will be posted publicly at <https://osp.admin.mn.gov/granteval/grant-eval-uploader>, per [Minnesota Statutes § 16B.98, Subdivision 12](#) and [OGM Policy 08-13](#).

**7 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.

**8 Contracting and Bidding Requirements**

**8.1 Municipalities.** The Grantee is required to comply with [Minnesota Statutes §471.345, Uniform Municipal Contracting Law](#).

- A. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.
- B. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- C. 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.

**8.2 Nonprofit Organizations.**

- A. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- B. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- C. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- D. 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 Underutilized Business Program](#)
  - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- E. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- F. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- G. Notwithstanding 6.2 A-F above, the State may waive bidding process requirements when:
  - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
  - It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
- H. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.

- I. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement.](#)

**9 Authorized Representatives**

**9.1 The State’s Authorized Representatives:**

|                            |                            |                            |
|----------------------------|----------------------------|----------------------------|
| David Stein                | Amy Yoelin                 | Karis Ritenour             |
| CPL Program Coordinator    | CPL Program Administrator  | CPL Grants Specialist      |
| 500 Lafayette Road Box #20 | 500 Lafayette Road Box #20 | 500 Lafayette Road Box #20 |
| St. Paul, MN 55155         | St. Paul, MN 55155         | St. Paul, MN 55155         |
| 651-259-5375               | 651-259-5536               | 651-259-5218               |
| david.stein@state.mn.us    | amy.yoelin@state.mn.us     | karis.ritenour@state.mn.us |

or successor(s) have the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

**9.2 The Grantee’s Authorized Representative(s) are**

| <b>Project Manager</b>           | <b>Fiscal Contact</b>            |
|----------------------------------|----------------------------------|
| Tim Beaster                      | Tim Beaster                      |
| Conservation Specialist          | Conservation Specialist          |
| 4215 Enterprise Circle           | 4215 Enterprise Circle           |
|                                  |                                  |
| Duluth, MN 55811                 | Duluth, MN 55811                 |
| tim.beaster@southstlouisswcd.org | tim.beaster@southstlouisswcd.org |
| 218-723-4867                     | 218-723-4867                     |

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

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

## 10 Assignment, Amendments, Waiver, and Contract Complete

- 10.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 11 Subcontracting and Subcontract Payment

- 11.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 11.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 11.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 11.4** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 11.5** The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 11.6** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.
- 11.7** It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located [Here](#).
- 12 Liability** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.
- 12.1 General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance

requirements applicable to grantee’s project, as described in the FY2025 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.

**13 State Audits**

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

**14 Government Data Practices and Intellectual Property Rights**

**14.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.

**14.2 Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party’s contributions to the total costs described in the Budget of this contract. The party’s ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

**A. Obligations**

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

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

- B. Uses of the Works and Documents.** The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.
- C. Possession of Documents.** The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

## 15 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.

## 16 Governing Law, Jurisdiction, Venue

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

## 17 Termination

### 17.1 Termination by the State.

**A. Without Cause.**

The State may terminate this Grant Contract Agreement 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.

**B. With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State

may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

**18 Termination for Insufficient Funding.**

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

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

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

**19 Publicity and Endorsement**

**19.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

**20 Data Disclosure**

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

**21 Project Requirements**

**21.1 Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.

**21.2 Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant

contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

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

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

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

**21.4 Restoration and Management Plan.**

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

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

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

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

**21.8 Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

- 22 Additional Restrictions.** CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.
- 23 In the Event of a Lawsuit**
- 23.1** An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 23.2** Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 10, Liability.
- 24 Data Compatibility and Availability Requirements**
- 24.1 Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 24.2 Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee’s website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.
- 25 Accessibility and Safety**
- 25.1 Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>
- 25.2 Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration’s website at [www.osha.gov/law-regs.html](http://www.osha.gov/law-regs.html).
- 26 Purchase of Recycled or Recyclable Materials.** The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.
- 27 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**
- 27.1** The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 27.2** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- 28 Use of Funds for Match or Reimbursement.** Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State’s Authorized Representative.
- 28.1** The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State’s Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- 28.2** If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State’s Authorized Representative and the current landowner.

- 29 Conflict of Interest.** The Grantee, by signing and submitting Exhibit B, Conflict of Interest Disclosure Form, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State’s Authorized Representative.
- 30 Real Property Interest Report.** The Grantee must comply with the reporting requirements specified in [Minnesota Statute 97A.056](#), Subd. 16.

**31. 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:

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

**Exhibits**

The following Exhibits are attached and incorporated into this Grant Contract Agreement.

**Exhibit A: Work Plan**

**Exhibit B: Conflict of Interest Disclosure Form**

**Exhibit C: CPL Payment Manual**

### Grant Contract Agreement Signature Page

#### State Encumbrance Verification

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

Print Name: Sacia Matheson

Signature: Sacia Matheson

Title: Contracts Officer Date: March 13, 2026

SWIFT Contract No. 285693/3000294993

#### Grantee

With delegated authority

Print Name: Tim Beaster

Signature: Tim Beaster

Title: Conservation Specialist Date: March 20, 2026

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

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

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

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

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

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

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

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

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

#### Department of Natural Resources

With delegated authority

Print Name: Kelly Straka

Signed by: Kelly Straka

Title: Director, Division of Fish and Wildlife

Date: March 26, 2026

Initial KAR March 13, 2026

Initial lk March 23, 2026

**DEPARTMENT OF  
NATURAL RESOURCES****DIVISION OF FISH AND WILDLIFE  
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: February 20, 2026

**PROJECT CONTACT**

**Project Name:** Tischer Tributary 7 Resilience Project - Phase 3  
**Project Manager:** Tim Beaster  
**Organization Name:** South St. Louis SWCD  
**Organization Type:** Government  
**Mailing Address 1:** 4215 Enterprise Circle  
**City, State ZIP Code:** Duluth, MN 55811  
**Title:** Conservation Specialist  
**Phone:** 218-723-4867  
**Email:** tim.beaster@southstlouisswcd.org

**PROJECT OVERVIEW****Sites / Location**

**County Name:** St. Louis  
**Project Site Name:** Hartley Natural Area  
**Total Project Sites:** 1  
**Total Project Acres:** 3

**Land Ownership**

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

**Habitat**

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

**Activities**

**Primary Activity:** Restoration  
**Additional Activities:** (N/A)

**PROJECT FUNDING SUMMARY**

**Grant Type:** Metro  
**Grant Request Level:** Over \$25,000  
**Total Grant Amount Requested:** \$418,825  
**Total Match Amount Pledged:** \$373,750  
**Additional Funding Amount:** \$0  
**Total Project Cost:** \$792,575

**PROJECT SUMMARY**

The Duluth metropolitan area is home to a rare urban resource: coldwater streams with self-sustaining Brook Trout. Among Duluth's sixteen trout streams, Tischer Creek is one of the most productive, and its Tributary 7 is especially important for consistently cold baseflow. With summer water temperatures averaging 56-57 F in 2023 and 2024 (90th percentile for trout streams), Tributary 7 provides critical spawning habitat and thermal refugia that will grow in importance under climate change. Since 2019, partners have advanced a phased restoration strategy. The City expanded Hartley Park by 23.5 acres, SWCD restored 600 feet of channel and diverted the creek back into its original channel. After the SWCD replaced a perched culvert and reconnected the tributary to Tischer Creek, Brook Trout young-of-year were documented within a year. Despite these successes, ecological function remains threatened by invasive White Crack Willow and other exotic species, which smother spawning gravels, degrade invertebrate habitat, and block fish passage.

The Tischer Tributary 7 Resilience Project (Phase 3) will remove invasive species, restore riparian vegetation, and reconnect channel and floodplain processes. Specifically, the project will treat or remove 30-40 Crack Willows, ~70 additional stems, and ~4 acres of Buckthorn; restore 500 feet of stream channel through Hartley Nature Center; and plant diverse native species across 10.5 acres of floodplain. These actions will improve fish passage, restore spawning and rearing habitat, reduce sediment loads, and lower flood risk to Hartley infrastructure.

Project objectives are organized around five components of stream health: (1) Geomorphology - reestablish natural channel form; (2) Hydrology - support natural hydrologic regimes; (3) Connectivity - restore longitudinal and riparian connections; (4) Water Quality - reduce suspended sediment; and (5) Biology - sustain Brook Trout and aquatic communities.

The project is cost-effective because it leverages other funding and addresses root causes of impairment. Removing willows prevents ongoing costs from root encroachment and debris dams, while diverse plantings suppress reinvasion and stabilize banks. Work will be conducted by experienced contractors, with oversight from the City of Duluth, SWCD, and MNDNR, and

# CONSERVATION PARTNERS LEGACY GRANT

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## PROJECT SUMMARY *(Continued)*

engagement by Hartley Nature Center. The project will ensure Tributary 7 continues to serve as a resilient Brook Trout refuge and a critical ecological asset for Duluth

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## PROBLEM STATEMENT

The Duluth metropolitan area contains a resource unique among Americas urban centers plentiful coldwater streams with self-sustaining native Brook Trout. Among Duluth's sixteen trout streams, Tischer Creek is one of the most productive and has been prioritized by Duluth Natural Resources Commission. Tischer Tributary 7 has the potential to contribute significantly to Brook Trout resilience within the watershed. Its baseflow is consistently cold - during the summers of 2023 and 2024 the water temperature averaged 57.1 and 56.8 degrees Fahrenheit, respectively, which is in the 90th percentile for trout streams. This cold baseflow is plentiful and well-oxygenated, providing vital spawning habitat and thermal refugia that will be critical for Brook Trout in the face of climate change.

Due to its significance, Tributary 7 has been the focus of intense restoration and protection efforts by local partners since 201 In Phase 1, the City acquired 23.5 acres to expand Hartley Park. In Phase 2 (2020/2021), the SWCD redirected the tributary into its natural valley, restored 600 feet of channel, and replaced a perched culvert on Tischer Creek that blocked fish passage. Success was immediate- young-of-year Brook Trout were documented in Tributary 7 less than a year after reconnection. However, remaining anthropogenic constraints continue to threaten ecological function. The historic floodplain into which Tributary 7 was redirected is infested with White Crack Willow, Buckthorn, and European Mountain Ash. These invasive species reduce native diversity, degrade floodplain function, and partially block connectivity to the mainstem. Crack Willows, only recently recognized as exotic, are especially detrimental: their root masses encroach into the stream, smothering gravel substrates that Brook Trout need to spawn, degrading invertebrate (trout food) habitat, raising stream bed elevations, filling pools, interrupting sediment transport, and creating debris dams that obstruct fish passage. Buckthorn and Mountain Ash colonize the understory, out-competing native riparian vegetation vital for ecosystem function.

Without the proposed Phase 3 actions to address sediment deposition, connectivity, and invasive species, Tributary 7s ability to serve as resilient Brook Trout habitat will decline, undermining prior public investments and diminishing the ecological services of this high-priority coldwater stream.

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## PROJECT OBJECTIVES

The proposed Tischer Tributary 7 Resilience Project aims to address the ecological degradation described above. The project team, consisting of staff from SWCD, City of Duluth, Hartley Nature Center, and MNDNR, defined the goal and objectives of the restoration project in November 2024. The goal of the project is to "Maximize the ecosystem services that Tributary 7 provide to the community by removing anthropogenic constraints that limit the streams ability to function naturally and self-maintain over time. Achieving this goal will increase the long-term resilience of this Brook Trout resource and minimize maintenance costs associated with invasive species, sedimentation, and flooding.

The project will restore native species on 10.5 acres of floodplain and enhance 500 feet of stream channel, improving aquatic connectivity between Tributary 7 and the Tischer Creek mainstem. The following objectives of the project are organized using the five components of stream health:

**Geomorphology:** Restore geomorphic processes and stream function to improve habitat for all life stages of Brook Trout and associated coldwater aquatic organisms, as well as reduce flooding risk of Hartley Nature Center.

**Hydrology:** Improve natural hydrologic regime to create a more resilient system.

**Connectivity:** Restore stream and floodplain longitudinal connectivity for aquatic organism passage and sediment transport. Reestablish healthy, diverse riparian areas.

**Water Quality:** Decrease suspended sediment concentrations.

**Biology:** Protect and improve current Brook Trout populations and coldwater aquatic organism assemblages.

The Tischer Tributary 7 Resilience Project will deliver measurable and sustainable results, such as expanded Brook Trout spawning and rearing habitat, restored thermal refugia, healthier benthic invertebrate communities, and improved conditions for riparian wildlife. The project's budget is cost-effective, not only because funding will be leveraged from various sources, but also because the project's focus is on addressing root causes of ecological impairment. Removing invasive willows will prevent costly long-term maintenance associated with root mass encroachment and debris dams. Establishing native vegetation reduces the likelihood of reinvasion and minimizes future control costs. The project will have far-reaching positive impacts on the long-term ecological integrity of the stream and the well-being of the surrounding community.

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## METHODS

The Tischer Tributary 7 Resilience Project will use proven restoration methods to address sedimentation, invasive vegetation, and impaired channel processes. All methods were selected to maximize ecological benefit, minimize disturbance, and ensure long-term resilience of this coldwater stream. Work will be completed by qualified contractors under the oversight of the City of Duluth.

# CONSERVATION PARTNERS LEGACY GRANT

## METHODS *(Continued)*

Duluth, SWCD, and MNDNR, with support from Hartley Nature Center for access, logistics, and community engagement. Invasive Species Removal: Thirty to forty stream-adjacent White Crack Willows will be cut and removed by a contractor. City staff will then inject the stumps with herbicide to deter re-sprouting. The stumps will be continue to be monitored for re-sprouti and injected with herbicide annually as needed. The stream-adjacent stumps will be intentionally left on site to continue to stabilize the stream banks until newly planted trees have grown in. Approximately 70 more willows that are not stream-adjace but still in the floodplain will be injected or sprayed, and ~4 acres of Buckthorn and European Mountain Ash will be cleared using mechanical and hand methods, with follow-up hand pulling and herbicide overspraying for at least three years after removal. These methods were chosen to directly address root mass encroachment, debris dam formation, and competitive shading that currently impair stream health.

Riparian Planting: Following invasive removal, native trees, shrubs, grasses, and forbs that are consistent with the appropriat Native Plant Community for the site will be planted with browse protection. This will provide shade to moderate water temperatures, stabilize banks, uptake nutrients, outcompete invasive species, and (eventually) provide a source of large woo debris for Tributary 7. Planting diverse native species also supports riparian wildlife and ensures resilience to pests, disease, and climate change.

Channel and Floodplain Restoration: In the 500-foot reach through Hartley Nature Center, crews using low-impact tracked equipment and hand tools will remove woody debris and root masses obstructing sediment transport. Light regrading and bar stabilization will reestablish a single defined channel, reconnecting the floodplain and restoring geomorphic processes. These actions will restore fish passage between Tributary 7 and Tischer Creek mainstem and protect Hartley Nature Center from flooding.

## EXPERIENCE / ABILITIES

The SWCD and project partners are well-equipped and experienced to successfully complete the Tischer Tributary 7 Resilien Project. The SWCD has a proven track record in stream restoration, invasive species management, habitat conservation and grant management. They have been actively involved in collaborative efforts with the MNDNR, City of Duluth, and other stakeholders to address ecological issues and improve the health of natural resources in the region. As a recent demonstratic of experience, the SWCD just completed a project in the nearby Miller Creek Watershed in conjunction with the City of Duluth and MNDNR. The project sought to address a temperature impairment and poor habitat, water quality and biodiversity by re-meandering and adding habitat to over 6,000 feet of ditched trout stream on City of Duluth land. That project leveraged \$1,033,000 from the Outdoor Heritage Fund portion of the MN Legacy Amendment, Minnesota Coastal Program and US Fore Service. Through effective project management and collaboration with partners, the SWCD successfully achieved its objective demonstrating their ability to deliver on project goals. The SWCD's expertise in restoration techniques, understanding of local ecology, and history of successful project implementation makes it a reliable organization to effectively manage the project, coordinate with relevant stakeholders, and ensure that the desired goals of the Tischer Tributary 7 Resilience Project are accomplished.

## PROJECT TIMELINE

| Time Frame    | Goal  |
|---------------|---|
| Late 2025     | Secure full project funding                                   |
| Q1–Q2 2026    | Permitting and bid package completion                         |
| Q3–Q4 2026    | Project implementation  |
| Q3–Q4 2027    | Continued project implementation (if necessary)               |
| December 2027 | Estimated project completion date                             |
| 2028–2032     | Native vegetation stewardship and invasive species management |

**Estimated Project Completion Date:** 2027-12-31

## PROJECT INFORMATION

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

As stated previously, watershed partners representing 15 government entities and non-government organizations, worked together to produce the Tischer Creek Watershed Roadmap to Resilience in 2025. These same partners and stakeholders are now committed to advancing the strategies and objectives detailed in the Roadmap. The work described in this propos and the overall project in Tributary 7, represent a conglomeration of actions identified in the Roadmap and are considered priority outcomes for watershed partners. Necessary human resources have been focused on completion of this work and both state and federal financial resources are currently available to make that a reality. If implemented in its entirety, the

# CONSERVATION PARTNERS LEGACY GRANT

## PROJECT INFORMATION *(Continued)*

resilience of Tributary 7 as a headwaters spawning area and cold-water refuge would be greatly enhanced. Additionally, removal of sediment and invasive species impairments will preserve natural resource outcomes accomplished with previous state and federal funding support.

### **2. Describe any urgency associated with this project.**

State natural resource management agencies have documented the importance of the previously restored reach of Tributary 7 to the Brook Trout population of Tischer Creek. However, since completion of that CPL funded project in 2021, natural resource managers have also become aware of sediment deposition from the stormwater system and impairments caused by invasive tree species. Sediment deposition is quickly covering spawning habitat and filling deep pools. Roots and debris from Crack Willow are obstructing connectivity for Brook Trout exacerbating flooding issues to surrounding Hartley Park infrastructure. It is imperative that actions be taken to mitigate these issues as quickly as possible. The federal funding source has indicated their desire to provide support within their current funding cycle, which heightens the need to secure non-federal matching funds. Additionally, the project coalition is committed to applying their staff to advance it in a timely manner.

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

Partial funding has been secured through a Federal Emergency Management Agency grant administered by the City of Duluth and the Natural Resource Damage Assessment program administered by the MN Pollution Control Agency. Additional funding will be sought through the Section 569 program administered by the Environmental Protection Agency. CPL grant funding will supplement the existing and pending funding. See attached letters of commitment from the City of Duluth and MN Department of Natural Resources.

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The project site is within a City of Duluth park and Natural Area. As such, angling access on Tischer Creek and Tributary 7 readily accessible to the public anywhere within the park. The open season for stream trout fishing in the Tischer Creek watershed is April 15 - September 30. Parts of Hartley Park are also a special deer harvest area (<https://www.arcgis.com/apps/instant/sidebar/index.html?appid=676e8b264f514622ae1ab3561286f82c>), open to the City-wide deer bow hunt. The season starts December 1.

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

Native vegetation is a crucial component of the Tischer Tributary 7 Resilience Project. The SWCD relies on the MNDNR Native Plant Communities classification system to direct the planting plans for most projects. After final grading is complete the disturbed areas of the project site will be revegetated with native species from the Northern Rich Mesic Hardwood Forest (MHN47) native plant community ([https://files.dnr.state.mn.us/natural\\_resources/npc/table.pdf](https://files.dnr.state.mn.us/natural_resources/npc/table.pdf)), which is the dominant plant community in the undisturbed areas of Hartley Park. Seeding, plugs and saplings will be planted. Post-project, a three-year vegetative management plan will allow the native vegetation to establish and thrive. Beyond three years, the City will use CPL funding, grant funding or volunteers to continue to manage invasive species in the project area. Overall, the use of native vegetation in the project is essential for ecosystem restoration, habitat enhancement, and promoting long-term sustainability.

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# CONSERVATION PARTNERS LEGACY GRANT

## PROJECT INFORMATION *(Continued)*

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## BUDGET INFORMATION

### Organization's Fiscal Contact Information

**Name:** Tim Beaster  
**Title:** Conservation Specialist  
**Email:** [tim.beaster@southstlouisswcd.org](mailto:tim.beaster@southstlouisswcd.org)  
**Phone:** 218-723-4867

**Street Address 1:** 4215 Enterprise Circle  
**City, State ZIP Code:** Duluth, MN 55811

### Budget Details

#### Personnel

| <u>Name</u> | <u>Title / Work to be completed</u> | <u>Amount</u> | <u>Grant/Match</u> | <u>In-kind/Cash</u> |
|-------------|-------------------------------------|---------------|--------------------|---------------------|
| Tim Beaster | Grant coordination                  | \$5,000       | Grant              | (N/A)               |

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| <u>Contractor Name</u> | <u>Contracted Work</u>        | <u>Amount</u> | <u>Grant/Match</u> | <u>In-kind/Cash</u> |
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| Contractor TBD         | Herbicide injection           | \$17,500      | Grant              | (N/A)               |
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#### Professional Services

| <u>Professional Name</u>   | <u>Description of Services</u> | <u>Amount</u> | <u>Grant/Match</u> | <u>In-kind/Cash</u> |
|----------------------------|--------------------------------|---------------|--------------------|---------------------|
| Ecological Consultant, TBD | Bidding, Oversight, Management | \$59,000      | Grant              | Cash                |
| Ecological Consultant, TBD | Bidding, Oversight, Management | \$61,250      | Match              | Cash                |
| Hartley Nature Center      | Project Coordination           | \$22,325      | Grant              | (N/A)               |

### Additional Funding

**Additional Funding Amount:** \$0

### Budget Overview

| <u>Item Type</u>             | <u>Grant</u> | <u>Match</u> | <u>Total</u> |
|------------------------------|--------------|--------------|--------------|
| Personnel                    | \$5,000      | -            | \$5,000      |
| Contracts                    | \$332,500    | \$312,500    | \$645,000    |
| Fee Acquisition with PILT    | -            | -            | -            |
| Fee Acquisition without PILT | -            | -            | -            |
| Easement Acquisition         | -            | -            | -            |
| Easement Stewardship         | -            | -            | -            |



# CONSERVATION PARTNERS LEGACY GRANT

## ATTACHMENTS *(Continued)*

### Letter of Support *(Continued)*

| File Name      | Description  |
|----------------|--|
| LoS_-_MPCA.pdf | Letter of Support from MN Pollution Control Agency |

### Partner Commitment Letter

| File Name                | Description                              |
|--------------------------|--|
| LoC_-_City_of_Duluth.pdf | Letter of Commitment from City of Duluth |

### Photo

| File Name                                   | Description   |
|---|---|
| Debris_Causing_Flooding_and_Aggradation.jpg | Photo of willow debris causing flooding and aggradation                                     |
| Degraded_Habitat.jpg                        | Photo of degraded habitat and filled pools caused by a willow debris jam                    |
| Partially_Smothered_Channel.jpg             | Photo of willow roots on their way to smothering the gravel substrate in the stream channel |
| Sedimentation.jpg                           | Photo showing prior CPL-funded habitat on Trib 7 being inundated by road sand               |
| Smothered_Channel.jpg                       | Photo of willow roots completely smothering the gravel substrate in the stream channel      |
| Tischer_Creek_culvert.JPG                   | Photo of Phase 2 work - a CPL-funded culvert on Tischer Cree                                |
| Tributary_7_Restoration.JPG                 | Photo of Phase 2 work - a CPL-funded restoration on upper Tributary 7                       |
| Willow_Root_Fish_Barrier.JPG                | Photo of a willow root mass creating a fish passage barrier                                 |
| Willow_Root_Fish_Barrier_2.jpg              | Photo of a willow root mass creating a fish passage barrier                                 |

### Restoration Plan

| File Name                            | Description                      |
|--------------------------------------|----------------------------------|
| Invasive_Species_Management_Plan.pdf | Invasive Species Management Plan |

### Supplemental Document

| File Name  | Description                |
|--|----------------------------|
| Map_of_Study_Area_Trib_7_Phase_III.pdf             | Area Map                   |
| NHIS_Review_SSLSWCD_09052025.pdf                   | NHIS Review                |
| public-waters-project_form_Tischer_Tributary_7.pdf | Public Waters Project Form |

## FINAL APPLICATION SUBMISSION

- P** I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P** I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P** I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.

# CONSERVATION PARTNERS LEGACY GRANT

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## FINAL APPLICATION SUBMISSION *(Continued)*

**P** I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.

**P** I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.

**P** I am aware that by typing my name in the box below, I am applying my signature to this online document.

**Signature:** [Tim Beaster](#)

**Organization / Agency:** [South St. Louis SWCD](#)

**Title:** [Conservation Specialist](#)

**Date Signed:** [September 16, 2025](#)

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(CPL Grant Application ID = 2668)



# DEPARTMENT OF NATURAL RESOURCES

## DIVISION OF FISH AND WILDLIFE CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: February 20, 2026

### PROJECT CONTACT

**Project Name:** Tischer Tributary 7 Resilience Project - Phase 3  
**Project Manager:** Tim Beaster  
**Organization Name:** South St. Louis SWCD  
**Organization Type:** Government  
**Mailing Address 1:** 4215 Enterprise Circle  
**City, State ZIP Code:** Duluth, MN 55811  
**Title:** Conservation Specialist  
**Phone:** 218-723-4867  
**Email:** tim.beaster@southstlouisswcd.org

### PROJECT OVERVIEW

#### Sites / Location

**County Name:** St. Louis  
**Project Site Name:** Hartley Natural Area  
**Total Project Sites:** 1  
**Total Project Acres:** 3

#### Land Ownership

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

#### Habitat

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

#### Activities

**Primary Activity:** Restoration  
**Additional Activities:** (N/A)

### PROJECT FUNDING SUMMARY

**Grant Type:** Metro  
**Grant Request Level:** Over \$25,000  
**Total Grant Amount Requested:** \$418,825  
**Total Match Amount Pledged:** \$373,750  
**Additional Funding Amount:** \$0  
**Total Project Cost:** \$792,575

### PROJECT SUMMARY

The Duluth metropolitan area is home to a rare urban resource: coldwater streams with self-sustaining Brook Trout. Among Duluth's sixteen trout streams, Tischer Creek is one of the most productive, and its Tributary 7 is especially important for consistently cold baseflow. With summer water temperatures averaging 56-57 F in 2023 and 2024 (90th percentile for trout streams), Tributary 7 provides critical spawning habitat and thermal refugia that will grow in importance under climate change. Since 2019, partners have advanced a phased restoration strategy. The City expanded Hartley Park by 23.5 acres, SWCD restored 600 feet of channel and diverted the creek back into its original channel. After the SWCD replaced a perched culvert and reconnected the tributary to Tischer Creek, Brook Trout young-of-year were documented within a year. Despite these successes, ecological function remains threatened by invasive White Crack Willow and other exotic species, which smother spawning gravels, degrade invertebrate habitat, and block fish passage.

The Tischer Tributary 7 Resilience Project (Phase 3) will remove invasive species, restore riparian vegetation, and reconnect channel and floodplain processes. Specifically, the project will treat or remove 30-40 Crack Willows, ~70 additional stems, an ~4 acres of Buckthorn; restore 500 feet of stream channel through Hartley Nature Center; and plant diverse native species across 10.5 acres of floodplain. These actions will improve fish passage, restore spawning and rearing habitat, reduce sediment loads, and lower flood risk to Hartley infrastructure.

Project objectives are organized around five components of stream health: (1) Geomorphology - reestablish natural channel form; (2) Hydrology - support natural hydrologic regimes; (3) Connectivity - restore longitudinal and riparian connections; (4) Water Quality - reduce suspended sediment; and (5) Biology - sustain Brook Trout and aquatic communities.

The project is cost-effective because it leverages other funding and addresses root causes of impairment. Removing willows prevents ongoing costs from root encroachment and debris dams, while diverse plantings suppress reinvasion and stabilize banks. Work will be conducted by experienced contractors, with oversight from the City of Duluth, SWCD, and MNDNR, and

# CONSERVATION PARTNERS LEGACY GRANT

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## PROJECT SUMMARY *(Continued)*

engagement by Hartley Nature Center. The project will ensure Tributary 7 continues to serve as a resilient Brook Trout refuge and a critical ecological asset for Duluth

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## PROBLEM STATEMENT

The Duluth metropolitan area contains a resource unique among Americas urban centers plentiful coldwater streams with self-sustaining native Brook Trout. Among Duluth's sixteen trout streams, Tischer Creek is one of the most productive and has been prioritized by Duluth Natural Resources Commission. Tischer Tributary 7 has the potential to contribute significantly to Brook Trout resilience within the watershed. Its baseflow is consistently cold - during the summers of 2023 and 2024 the water temperature averaged 57.1 and 56.8 degrees Fahrenheit, respectively, which is in the 90th percentile for trout streams. This cold baseflow is plentiful and well-oxygenated, providing vital spawning habitat and thermal refugia that will be critical for Brook Trout in the face of climate change.

Due to its significance, Tributary 7 has been the focus of intense restoration and protection efforts by local partners since 201 In Phase 1, the City acquired 23.5 acres to expand Hartley Park. In Phase 2 (2020/2021), the SWCD redirected the tributary into its natural valley, restored 600 feet of channel, and replaced a perched culvert on Tischer Creek that blocked fish passage. Success was immediate- young-of-year Brook Trout were documented in Tributary 7 less than a year after reconnection. However, remaining anthropogenic constraints continue to threaten ecological function. The historic floodplain into which Tributary 7 was redirected is infested with White Crack Willow, Buckthorn, and European Mountain Ash. These invasive species reduce native diversity, degrade floodplain function, and partially block connectivity to the mainstem. Crack Willows, only recently recognized as exotic, are especially detrimental: their root masses encroach into the stream, smothering gravel substrates that Brook Trout need to spawn, degrading invertebrate (trout food) habitat, raising stream bed elevations, filling pools, interrupting sediment transport, and creating debris dams that obstruct fish passage. Buckthorn and Mountain Ash colonize the understory, out-competing native riparian vegetation vital for ecosystem function.

Without the proposed Phase 3 actions to address sediment deposition, connectivity, and invasive species, Tributary 7s ability to serve as resilient Brook Trout habitat will decline, undermining prior public investments and diminishing the ecological services of this high-priority coldwater stream.

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## PROJECT OBJECTIVES

The proposed Tischer Tributary 7 Resilience Project aims to address the ecological degradation described above. The project team, consisting of staff from SWCD, City of Duluth, Hartley Nature Center, and MNDNR, defined the goal and objectives of the restoration project in November 2024. The goal of the project is to "Maximize the ecosystem services that Tributary 7 provide to the community by removing anthropogenic constraints that limit the streams ability to function naturally and self-maintain over time. Achieving this goal will increase the long-term resilience of this Brook Trout resource and minimize maintenance costs associated with invasive species, sedimentation, and flooding.

The project will restore native species on 10.5 acres of floodplain and enhance 500 feet of stream channel, improving aquatic connectivity between Tributary 7 and the Tischer Creek mainstem. The following objectives of the project are organized using the five components of stream health:

**Geomorphology:** Restore geomorphic processes and stream function to improve habitat for all life stages of Brook Trout and associated coldwater aquatic organisms, as well as reduce flooding risk of Hartley Nature Center.

**Hydrology:** Improve natural hydrologic regime to create a more resilient system.

**Connectivity:** Restore stream and floodplain longitudinal connectivity for aquatic organism passage and sediment transport. Reestablish healthy, diverse riparian areas.

**Water Quality:** Decrease suspended sediment concentrations.

**Biology:** Protect and improve current Brook Trout populations and coldwater aquatic organism assemblages.

The Tischer Tributary 7 Resilience Project will deliver measurable and sustainable results, such as expanded Brook Trout spawning and rearing habitat, restored thermal refugia, healthier benthic invertebrate communities, and improved conditions for riparian wildlife. The project's budget is cost-effective, not only because funding will be leveraged from various sources, but also because the project's focus is on addressing root causes of ecological impairment. Removing invasive willows will prevent costly long-term maintenance associated with root mass encroachment and debris dams. Establishing native vegetation reduces the likelihood of reinvasion and minimizes future control costs. The project will have far-reaching positive impacts on the long-term ecological integrity of the stream and the well-being of the surrounding community.

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## METHODS

The Tischer Tributary 7 Resilience Project will use proven restoration methods to address sedimentation, invasive vegetation, and impaired channel processes. All methods were selected to maximize ecological benefit, minimize disturbance, and ensure long-term resilience of this coldwater stream. Work will be completed by qualified contractors under the oversight of the City of Duluth.

# CONSERVATION PARTNERS LEGACY GRANT

## METHODS *(Continued)*

Duluth, SWCD, and MNDNR, with support from Hartley Nature Center for access, logistics, and community engagement. Invasive Species Removal: Thirty to forty stream-adjacent White Crack Willows will be cut and removed by a contractor. City staff will then inject the stumps with herbicide to deter re-sprouting. The stumps will be continue to be monitored for re-sprouti and injected with herbicide annually as needed. The stream-adjacent stumps will be intentionally left on site to continue to stabilize the stream banks until newly planted trees have grown in. Approximately 70 more willows that are not stream-adjace but still in the floodplain will be injected or sprayed, and ~4 acres of Buckthorn and European Mountain Ash will be cleared using mechanical and hand methods, with follow-up hand pulling and herbicide overspraying for at least three years after removal. These methods were chosen to directly address root mass encroachment, debris dam formation, and competitive shading that currently impair stream health.

Riparian Planting: Following invasive removal, native trees, shrubs, grasses, and forbs that are consistent with the appropriat Native Plant Community for the site will be planted with browse protection. This will provide shade to moderate water temperatures, stabilize banks, uptake nutrients, outcompete invasive species, and (eventually) provide a source of large woo debris for Tributary 7. Planting diverse native species also supports riparian wildlife and ensures resilience to pests, disease, and climate change.

Channel and Floodplain Restoration: In the 500-foot reach through Hartley Nature Center, crews using low-impact tracked equipment and hand tools will remove woody debris and root masses obstructing sediment transport. Light regrading and bar stabilization will reestablish a single defined channel, reconnecting the floodplain and restoring geomorphic processes. These actions will restore fish passage between Tributary 7 and Tischer Creek mainstem and protect Hartley Nature Center from flooding.

## EXPERIENCE / ABILITIES

The SWCD and project partners are well-equipped and experienced to successfully complete the Tischer Tributary 7 Resilien Project. The SWCD has a proven track record in stream restoration, invasive species management, habitat conservation and grant management. They have been actively involved in collaborative efforts with the MNDNR, City of Duluth, and other stakeholders to address ecological issues and improve the health of natural resources in the region. As a recent demonstratic of experience, the SWCD just completed a project in the nearby Miller Creek Watershed in conjunction with the City of Duluth and MNDNR. The project sought to address a temperature impairment and poor habitat, water quality and biodiversity by re-meandering and adding habitat to over 6,000 feet of ditched trout stream on City of Duluth land. That project leveraged \$1,033,000 from the Outdoor Heritage Fund portion of the MN Legacy Amendment, Minnesota Coastal Program and US Fore Service. Through effective project management and collaboration with partners, the SWCD successfully achieved its objective demonstrating their ability to deliver on project goals. The SWCD's expertise in restoration techniques, understanding of local ecology, and history of successful project implementation makes it a reliable organization to effectively manage the project, coordinate with relevant stakeholders, and ensure that the desired goals of the Tischer Tributary 7 Resilience Project are accomplished.

## PROJECT TIMELINE

| Time Frame    | Goal  |
|---------------|---|
| Late 2025     | Secure full project funding                                   |
| Q1–Q2 2026    | Permitting and bid package completion                         |
| Q3–Q4 2026    | Project implementation  |
| Q3–Q4 2027    | Continued project implementation (if necessary)               |
| December 2027 | Estimated project completion date                             |
| 2028–2032     | Native vegetation stewardship and invasive species management |

**Estimated Project Completion Date:** 2027-12-31

## PROJECT INFORMATION

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

As stated previously, watershed partners representing 15 government entities and non-government organizations, worked together to produce the Tischer Creek Watershed Roadmap to Resilience in 2025. These same partners and stakeholders are now committed to advancing the strategies and objectives detailed in the Roadmap. The work described in this propos and the overall project in Tributary 7, represent a conglomeration of actions identified in the Roadmap and are considered priority outcomes for watershed partners. Necessary human resources have been focused on completion of this work and both state and federal financial resources are currently available to make that a reality. If implemented in its entirety, the

# CONSERVATION PARTNERS LEGACY GRANT

## PROJECT INFORMATION *(Continued)*

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# CONSERVATION PARTNERS LEGACY GRANT

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**Name:** Tim Beaster **Street Address 1:** 4215 Enterprise Circle  
**Title:** Conservation Specialist  
**Email:** [tim.beaster@southstlouisswcd.org](mailto:tim.beaster@southstlouisswcd.org) **City, State ZIP Code:** Duluth, MN 55811  
**Phone:** 218-723-4867

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| Contractor TBD         | Herbicide injection           | \$17,500      | Match              | Cash                |

#### Professional Services

| <u>Professional Name</u>   | <u>Description of Services</u> | <u>Amount</u> | <u>Grant/Match</u> | <u>In-kind/Cash</u> |
|----------------------------|--------------------------------|---------------|--------------------|---------------------|
| Ecological Consultant, TBD | Bidding, Oversight, Management | \$59,000      | Grant              | Cash                |
| Ecological Consultant, TBD | Bidding, Oversight, Management | \$61,250      | Match              | Cash                |
| Hartley Nature Center      | Project Coordination           | \$22,325      | Grant              | (N/A)               |

### Additional Funding

**Additional Funding Amount:** \$0

### Budget Overview

| <u>Item Type</u>             | <u>Grant</u> | <u>Match</u> | <u>Total</u> |
|------------------------------|--------------|--------------|--------------|
| Personnel                    | \$5,000      | -            | \$5,000      |
| Contracts                    | \$332,500    | \$312,500    | \$645,000    |
| Fee Acquisition with PILT    | -            | -            | -            |
| Fee Acquisition without PILT | -            | -            | -            |
| Easement Acquisition         | -            | -            | -            |
| Easement Stewardship         | -            | -            | -            |

# CONSERVATION PARTNERS LEGACY GRANT

## BUDGET INFORMATION *(Continued)*

### Budget Overview *(Continued)*

| <u>Item Type</u>          | <u>Grant</u>     | <u>Match</u>     | <u>Total</u>     |
|---------------------------|------------------|------------------|------------------|
| Travel (in-state)         | -                | -                | -                |
| Professional Services     | \$81,325         | \$61,250         | \$142,575        |
| DNR Land Acquisition Cost | -                | -                | -                |
| Equipment/Tools/Supplies  | -                | -                | -                |
| Additional Budget Items   | -                | -                | -                |
| <b>Totals:</b>            | <b>\$418,825</b> | <b>\$373,750</b> | <b>\$792,575</b> |

## SITE INFORMATION

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

### Land Manager

**Name:** Kate Kubiak

**Organization:** City of Duluth

**Title:** Natural Resources Coordinator

**Phone:** 218-580-9150

**Email:** [kkubiak@duluthmn.gov](mailto:kkubiak@duluthmn.gov)

### Site Information

**Habitat:** Forest

**Activity:** Restoration

**Land Ownership:** Local Government

(1) **Site Name:** Hartley Park - Tischer Tributary 7

**DOW Lake #:** (N/A)

**Acres:** 10

**PLS Section:** Township - 50, Range - 14W, Section - 2

**Open to Public Hunting?** Yes - some

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

## NATURAL HERITAGE DATABASE REVIEW

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

**Natural Heritage Sites and Managers:** (N/A)

**Natural Heritage Elements:** (N/A)

**Natural Heritage Mitigation:** Several rare species occur within one mile of the project site, including American Goshawk, Blanding's Turtle, Allegheny Vine, Narrow Triangle Moonwort, Butternut, and Auricled Twayblade. The project is designed to minimize disturbance while restoring ecological function. Prior to implementation, areas will be surveyed for rare plants; any individuals will be flagged and avoided, or transplant protocols coordinated with MNDNR. Invasive tree removal will occur out of goshawk nesting season, and contractors will be trained to identify and avoid Blanding's Turtles during construction, with exclusion measures used if needed. Butternut trees will be protected with no-cut buffers. Work will use hand crews or low-impact equipment, with staging confined to disturbed areas. Long-term, the project will improve habitat conditions by restoring native riparian vegetation and enhancing foraging and nesting habitat for these sensitive species.

## ATTACHMENTS

### Additional Documentation

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

### Letter of Support

#### File Name

#### Description

LoS\_-\_AFF.png

Letter of Support from Arrowhead Fly Fishers

LoS\_-\_Hartley\_Nature\_Center.pdf

Letter of Support from Hartley Nature Center

LoS\_-\_IWL.pdf

Letter of Support from Izaak Walton League

LoS\_-\_MNTU.pdf

Letter of Support from MN Trout Unlimited

# CONSERVATION PARTNERS LEGACY GRANT

## ATTACHMENTS *(Continued)*

### Letter of Support *(Continued)*

| <u>File Name</u> | <u>Description</u> |
|------------------|--------------------|
|------------------|--------------------|

|                |  |
|----------------|--|
| LoS_-_MPCA.pdf | Letter of Support from MN Pollution Control Agency |
|----------------|--|

### Partner Commitment Letter

| <u>File Name</u> | <u>Description</u> |
|------------------|--------------------|
|------------------|--------------------|

|                          |  |
|--------------------------|--|
| LoC_-_City_of_Duluth.pdf | Letter of Commitment from City of Duluth |
|--------------------------|--|

### Photo

| <u>File Name</u> | <u>Description</u> |
|------------------|--------------------|
|------------------|--------------------|

|   |   |
|---|---|
| Debris_Causing_Flooding_and_Aggradation.jpg | Photo of willow debris causing flooding and aggradation |
|---|---|

|                      |  |
|----------------------|--|
| Degraded_Habitat.jpg | Photo of degraded habitat and filled pools caused by a willow debris jam |
|----------------------|--|

|                                 |   |
|---------------------------------|---|
| Partially_Smothered_Channel.jpg | Photo of willow roots on their way to smothering the gravel substrate in the stream channel |
|---------------------------------|---|

|                   |   |
|-------------------|---|
| Sedimentation.jpg | Photo showing prior CPL-funded habitat on Trib 7 being inundated by road sand |
|-------------------|---|

|                       |  |
|-----------------------|--|
| Smothered_Channel.jpg | Photo of willow roots completely smothering the gravel substrate in the stream channel |
|-----------------------|--|

|                           |  |
|---------------------------|--|
| Tischer_Creek_culvert.JPG | Photo of Phase 2 work - a CPL-funded culvert on Tischer Cree |
|---------------------------|--|

|                             |   |
|-----------------------------|---|
| Tributary_7_Restoration.JPG | Photo of Phase 2 work - a CPL-funded restoration on upper Tributary 7 |
|-----------------------------|---|

|                              |   |
|------------------------------|---|
| Willow_Root_Fish_Barrier.JPG | Photo of a willow root mass creating a fish passage barrier |
|------------------------------|---|

|                                |   |
|--------------------------------|---|
| Willow_Root_Fish_Barrier_2.jpg | Photo of a willow root mass creating a fish passage barrier |
|--------------------------------|---|

### Restoration Plan

| <u>File Name</u> | <u>Description</u> |
|------------------|--------------------|
|------------------|--------------------|

|                                      |                                  |
|--------------------------------------|----------------------------------|
| Invasive_Species_Management_Plan.pdf | Invasive Species Management Plan |
|--------------------------------------|----------------------------------|

### Supplemental Document

| <u>File Name</u> | <u>Description</u> |
|------------------|--------------------|
|------------------|--------------------|

|  |          |
|--|----------|
| Map_of_Study_Area_Trib_7_Phase_III.pdf | Area Map |
|--|----------|

|                                  |             |
|----------------------------------|-------------|
| NHIS_Review_SSLSWCD_09052025.pdf | NHIS Review |
|----------------------------------|-------------|

|  |                            |
|--|----------------------------|
| public-waters-project_form_Tischer_Tributary_7.pdf | Public Waters Project Form |
|--|----------------------------|

## FINAL APPLICATION SUBMISSION

**P** I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.

**P** I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.

**P** I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.

# CONSERVATION PARTNERS LEGACY GRANT

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## FINAL APPLICATION SUBMISSION *(Continued)*

P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.

P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.

P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: [Tim Beaster](#)

Organization / Agency: [South St. Louis SWCD](#)

Title: [Conservation Specialist](#)

Date Signed: [September 16, 2025](#)

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(CPL Grant Application ID = 2668)