

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF SOUTH ST. PAUL FOR
NATURAL RESOURCE RESTORATION AND ENHANCEMENT PROJECTS**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the City of South St. Paul (“City”). This Agreement uses the word “Parties” for both the County and the City.

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59.

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

WHEREAS, by Resolution 20-568, the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (the “LCP”), which included as a goal the establishment of a City - County Collaborative for natural resources planning, protection, and management.

WHEREAS, the LCP also included as a goal that the County, in collaboration with Cities, should identify land protection priorities and opportunities, develop natural resource management plans and priorities for city properties, develop joint grant proposals, and improve efficiencies and lower costs by sharing resources and equipment.

WHEREAS, the County has worked with cities within the County to jointly develop guidelines and criteria for implementing certain natural resources management and restoration collaborative projects, under which guidelines cities may submit potential natural resource restoration projects for County assistance.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the County anticipates providing limited technical and ecological services to Cities such as assistance with grant writing, planning, plant and species identification, and similar services where the County’s assistance or collaborative planning will further the goals of the County’s LCP.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master agreement for all such projects within the City, and to provide for that agreement to be modified over time as Projects are added or modified and as cooperative opportunities and implementation efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of defining the responsibilities of the Parties for projects to be identified through this Agreement.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the implementation and maintenance of various natural resources-related projects and ecological services located on City-owned property, as more fully described herein.

**ARTICLE 2
TERM**

This Agreement shall be effective as of the date of the signatures of the Parties (the “Effective Date”) and shall remain in effect until terminated by the Parties pursuant to Article 9 of this Agreement or unless termination is required by operation of law or by decision of a court of competent jurisdiction.

**ARTICLE 3
NATURAL RESOURCES PROJECT COLLABORATION**

- 3.1 Natural Resources Project Management. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County or its agents or contractors will provide restoration services for Projects as may be identified on Exhibit 1 and any addendum to Exhibit 1 (the “Restoration Projects” or “Projects”). The Restoration Projects will be completed according to an individual Natural Resources Management Plan to be established for each Restoration Project (the “Restoration Project NRMP”). A copy of the Restoration Project NRMP will be maintained on file with the County and will be summarized on a Restoration Project Work Plan included on Exhibit 1 and any addendum to Exhibit 1. (Exhibit 1 and its addenda (e.g. 1a, 1b, 1c) are collectively referred to herein as “Exhibit 1”.) Unless otherwise specified on Exhibit 1, the County will lead the Restoration Project and shall be responsible for soliciting bids and awarding contracts for the Restoration Project. To the extent a Restoration Project includes stormwater management or other work relating to or affecting City infrastructure, the County will not begin such work until engineering plans for that portion of the Restoration Project (if any) have been approved by the City Engineer.
- 3.2 County Financial Contribution Maximum. Unless otherwise specified in an Exhibit, the County’s financial obligation for the costs of the Restoration Project shall not exceed 85% of the total Project costs (the “County

Maximum Contribution”). In addition to the City funding obligation identified on Section 4.1, the City shall be responsible for all Restoration Project costs exceeding the County Maximum Contribution, subject to the City’s approval of such costs as provided for in this Agreement. The total Restoration Project costs shall be determined based on the County’s solicitation method for the Restoration Project and any approved contract change orders or amendments during the Restoration Project.

- 3.3 Notice to City Prior to Award of Contract and Approval of Change Orders. If the County is leading the Restoration Project, the County will notify the City of the amount of the selected bid. The City shall thereafter notify the County as to whether the City approves the Restoration Project or whether it wishes to terminate the Restoration Project based on the amount of the bid. Such notice will be provided promptly to allow the County to award or reject the bid. If the City accepts the lowest responsive bid amount and approves proceeding with the Restoration Project, or does not respond within a reasonable time as requested by the County, the County shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement and the applicable Exhibit for the Restoration Project. Following the contract award, the County will obtain the City’s consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the City’s share of the Restoration Project costs. The City acknowledges and agrees that the County may terminate or reduce the scope of the Restoration Project at any time if the City does not approve a change order or contract amendment and such change order or amendment would require the County to incur costs exceeding the County Maximum Contribution.
- 3.4 City Funding Obligation. Unless the City rejects a bid amount for a Restoration Project pursuant to Section 3.3 of this Agreement, the City shall reimburse the County for Restoration Project costs in excess of the County Maximum Contribution, unless a different City contribution amount is identified on the applicable Exhibit for the Restoration Project, which amount may be \$0. The County will administer the contract for the Restoration Project and will make all required payments to the contractor. Following payments to the contractor, the County will submit an invoice to the City for reimbursement of the City’s proportionate share of the contractor payments. The City shall reimburse the County for its share of the payments within 35 days of receipt of the invoice.
- 3.5 License for Restoration Project Activities. The City shall be responsible for designating appropriate locations within the Restoration Project area for access, staging activities, and any necessary equipment or materials storage relating to the Project. The City grants a license for the County and its employees, agents, and contractors to conduct the Projects within the areas shown on the applicable Restoration Project Exhibit and other City property and City right-of-way to the extent necessary to complete the Project pursuant to this Agreement. The License shall remain in effect for as long as necessary for the County to reasonably undertake and

complete its obligations or designated activities as identified in this Agreement or on any Exhibit.

- 3.6 Restoration Project Support. The City, or its agents or contractors, will provide support where needed in the field and working as the communication link as necessary, to the extent a Restoration Project may affect activities on City property. The City will also provide oversight and approval of engineering plans (if any) for Project activities that may affect City infrastructure.
- 3.7 Acknowledgment. When Restoration Project funding partners are identified on a Project Exhibit, the City shall appropriately acknowledge the assistance provided by the County and the designated funding partners, such as the State of Minnesota through the Outdoor Heritage Fund, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Additional acknowledgements, such as posting signs acknowledging a funding partner, may be required if identified as part of the Restoration Project Exhibit. The County will provide any required signage, language, graphics, etc. to the City.
- 3.8 City Responsibility for Maintenance of Native Vegetation. Following completion of a Restoration Project, the Parties will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area as identified on the Restoration Project Exhibit. If no maintenance obligations are identified on an applicable Exhibit, the City shall be responsible for ongoing maintenance of areas that are not located within a County easement so long as the City continues to own the Restoration Project property. Unless otherwise identified on an Exhibit, such maintenance shall maintain the integrity of the native plantings, but will be performed according to a maintenance schedule to be determined by the City. Specific maintenance responsibilities may be identified on the applicable Project Exhibit. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

ARTICLE 4 ECOLOGICAL SERVICES COLLABORATION

The Dakota County Parks Director may allocate staff hours to provide technical assistance for natural resources-related projects or programs to the City, such as grant writing, planning assistance, plant and species identification, and similar technical services (“the Ecological Services” or “Services”). The allocation of County resources for such Services will be in the County’s sole discretion and depend on the Dakota County Parks Director’s determination that the allocation of staff time is consistent with County interests and related to the County’s LCP, and resources are available. Nothing in this Agreement shall be construed as a guarantee that the City will receive Ecological Services from the County.

ARTICLE 5 PROJECT IDENTIFICATION

- 5.1 Initial Projects. The Parties have identified the following Projects to be completed pursuant to this Agreement, as identified on Exhibit 1:
- (a) Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead,
 - (b) Mississippi River Greenway: Kaposia Landing, and
 - (c) Mississippi River Greenway: Wildflower Levee Park.
- 5.2 Future Projects. The parties will confer periodically at their convenience to consider additional Restoration Projects or similar projects within the City. The City may also, at its convenience, submit requests for Projects and Ecological Services pursuant to the County's guidelines and criteria. Any additional Projects agreed to by the Parties shall be governed by and incorporated into this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 6.3 of this Agreement.

ARTICLE 6 **AMENDMENTS**

- 6.1 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.
- 6.2 Administrative Amendments. The Authorized Representatives may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 6.1. Minor modifications of the Restoration Project areas and tasks identified on Exhibits 1 and 2 made for the convenience of the Parties shall be considered non-material amendments, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact the Party's approved budget for its obligations under this Agreement. Nothing in this Section 6.2 requires a Party to process an amendment administratively if, in the Party's sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.
- 6.3 Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Restoration Project identified in the Exhibits or the modification of a Restoration Project or Project obligations that, in the view of an individual Party, significantly impact that Party's budget for the Project, shall require authorization and approval by the Parties' respective governing bodies.

ARTICLE 7 **LIABILITY**

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

**ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS**

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

To the County:
Niki Geisler
Parks Director

To the City:
Shannon Young
Director of Parks and Recreation

8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City within the applicable Project Exhibit. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

**ARTICLE 9
TERMINATION**

9.1 Termination without Cause. This Agreement may be terminated without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred or obligated pursuant to this Agreement prior to the notification.

- 9.2 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the Parties to undertake their respective obligations under Articles 3, 4, and 5.
- 9.3 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement or any individual Project shown in an Exhibit immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred pursuant to this Agreement prior to the notification.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 Cooperation. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner. The Parties further agree to cooperate in the administration of contracts and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator. If the County Manager and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council
- 10.2 Public Communications and Information. The City will be responsible for public education for safe use of City property and communicating information to the public and other key stakeholders regarding Project activities located on City property or otherwise affecting City infrastructure.
- 10.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 10.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local

laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- 10.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two (2) business days after the date of mailing.
- 10.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 10.7 Minnesota Law Governs. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 10.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 10.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 10.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 10.11 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.
- 10.12 Delay in Performance. Neither City nor County shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work

slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or County under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

10.13 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

DAKOTA COUNTY

CITY OF SOUTH ST. PAUL

By: _____
Georg T. Fischer, Director
Physical Development Division

By: _____
James P. Francis, Mayor

Date: _____

Date: _____

By: _____
Deanna Werner, City Clerk

Date: _____

Dakota County Contract #
County Board Res. No.

EXHIBIT 1
Projects

- Exhibit 1A: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead
- Exhibit 1B: Mississippi River Greenway: Kaposia Landing
- Exhibit 1C: Mississippi River Greenway: Wildflower Levee Park

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EXHIBIT 1A

Project Title: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead

Conduct natural resources restoration at Kaposia Park and Simon's Ravine Trailhead following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
- b. Enhance habitat and stabilize slopes through seeding, planting, prescribed burning, and adaptive management.
- c. Reconstruct native plant communities such as oak savanna, terrace forest, and mesic prairie.

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location



Target Plant Community	Plant Community Name
	Northern Bulrush-Spikerush Marsh
	Red Oak - Sugar Maple - Basswood - (Bitternut Hickory) Forest
	Southern Dry Prairie
	Southern Dry Savanna
	Southern Mesic Prairie
	Southern Terrace Forest

	Simon's Ravine
	Kaposia Landing

1:10,000

0 500 1,000 2,000 Feet



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.

- b. County Funding Obligation: The County’s financial obligation for the costs of the Project shall not exceed \$75,000 (the “County Maximum Contribution”). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds. The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Table (Table 1) are a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-

material.

Table 1 – Kaposia Park - Oak Savanna Work Plan (9 acres)

Year	Season	Units	Activity	Acres
2026	Winter	Oak Savanna	Cut, treat, pile, burn buckthorn and honeysuckle	9
2026	Winter	Oak Savanna	Cut, treat, pile, burn secondary growth box elder and Siberian elm, assume 1/2 of site	4
2027	Fall	Oak Savanna	Woody invasive foliar follow-up	9
2027	Fall	Oak Savanna	Supplemental seeding	9
2026, 27,28	Spring	Oak Savanna	Prescribed burn	9

Table 3 – Simon’s Ravine Trailhead - Oak Woodland & Trailhead Work Plan (17acres)

Year	Season	Units	Activity	Acres
2026	Winter	Oak woodland and forest	Cut, treat, pile, burn buckthorn and honeysuckle	8
2026	Winter	Oak woodland and forest	Cut, treat, pile, burn black locust and Siberian elm	1
2027	Fall	Oak woodland and forest	Woody invasive foliar follow-up	8
2027	Fall	Oak woodland and forest	Graminoid seeding	8
2026,27,28	Spring	Oak woodland and forest	Garlic mustard spot mowing	17
2026,27	Spring	Oak woodland and forest	Hedge parsley and crown vetch spot herbicide once annually for 2 years	1
2027	Fall	Oak woodland and forest	Earthworm resistant savanna species seeding	9
2029,30	Spring	Trailhead area	Enhancement planting	1

EXHIBIT 1B

Project Title: Mississippi River Greenway: Kaposia Landing

Conduct natural resources restoration at Simon's Ravine following recommendations of 2025 Natural Resources Management Plans (NRMP).

I. Restoration Project Objectives

- a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
- b. Enhance habitat through seeding, planting, prescribed burning, and adaptive management.
- c. Reconstruct native plant communities such as mesic prairie, dry prairie, and terrace forest

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

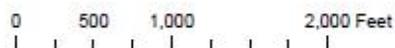
City Liaison:

Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location



1:10,000



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the

Project shall not exceed \$75,000 (the “County Maximum Contribution”). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.

- c. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- c. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

b.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Kaposia Landing Work Plan (5 ac)

Year	Season	Units	Activity	Acres
2026, 27, 28	Spring/Summer	Turf	Prep herbicide 2 times annually for 3 years	5
2030	Spring	Turf	Drill seed native upland mixes	5
2030,31	Spring/Summer	Turf	Establishment mowing once annually for 2 years	5

DRAFT

EXHIBIT 1C

Project Title: Mississippi River Greenway: Wildflower Levee Park

Conduct natural resources restoration at Simon's Ravine following recommendations of 2025 Natural Resources Management Plans (NRMP).

II. Restoration Project Objectives

- a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
- b. Enhance habitat through seeding, planting, prescribed burning, and adaptive management.
- c. Reconstruct native plant communities such as mesic prairie, dry prairie, and terrace forest

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location – Wildflower Levee Park



III. Funding Details

- d. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- e. County Funding Obligation: The County’s financial obligation for the costs of the Project shall not exceed \$75,000 (the “County Maximum Contribution”). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.

- f. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.
- e. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- b. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- d. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Wildflower Levee Park (12 acres)

Year	Season	Units	Activity	Acres
2026, 27, 28	Spring, Summer	Turf	Prep herbicide and prep mow once annually for 2 years	

2029	Spring	Turf	Drill seed native upland mixes	
2029, 2030	Spring, Summer	Turf	Establishment mowing once annually	
2026	Winter	Wooded perimeter	Cut, treat, chip, haul significant Siberian elm	

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**EXHIBIT 2
Funding**

- Exhibit 2A: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead
- Exhibit 2B: Mississippi River Greenway: Kaposia Landing
- Exhibit 2C: Mississippi River Greenway: Wildflower Levee Park

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EXHIBIT 2A

Table 1 – Funding Sources for Mississippi River Greenway: Kaposia Park and Simon’s Ravine Trailhead

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$144,155
County Match to ENRTF Grant	\$13,125
NRMP estimated project value	\$157,280
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$40,035

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EXHIBIT 2B

Table 1 – Funding Sources for Mississippi River Greenway: Kaposia Landing

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$25,140
NRMP estimated project value	\$25,140
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$40,035

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EXHIBIT 2C

Table 1 – Funding Sources for Mississippi River Greenway: Wildflower Levee Park

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$10,920
County Match to ENRTF Grant	\$21,840
NRMP estimated project value	\$32,760
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$40,035

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