# JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS 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 Inver Grove Heights ("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 <u>County Financial Contribution Maximum</u>. 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, within fourteen (14) days of receipt by the city of the bid notification, 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 <u>City Funding Obligation</u>. 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 <u>License for Restoration Project Activities</u>. 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 <u>City Responsibility for Maintenance of Native Vegetation</u>. 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 <u>Initial Projects</u>. The Parties have identified the following Projects to be completed pursuant to this Agreement, as identified on Exhibit 1:
  - (a) CCCC Salem Hills Park and Harmon Preservation Area Restoration (Exhibit 1A):
  - (b) CCCC Seidl's Lake Park Restoration (Exhibit 1B);
  - (c) Mississippi River Greenway: Ernster Park (Exhibit 1C); and
  - (d) Mississippi River Greenway: Heritage Village Park and Rock Island Swing Bridge Park (Exhibit 1D).
- 5.2 <u>Future Projects</u>. 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 <u>Amendments</u>. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.
- 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 <u>Material Amendments</u>. 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 LIABILTY

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 <u>Authorized Representatives</u>. 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

Adam Lares

Parks Director Parks and Recreation Director

8.2 <u>Liaisons</u>. 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 <u>Termination without Cause</u>. This Agreement may be terminated without cause, by either Party upon (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 are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council
- 10.2 <u>Public Communications and Information</u>. 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 <u>No Joint Venture</u>. 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 <u>Data Practices</u>. 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 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.
- 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 <u>Survival</u>. 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.
- 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 <u>Severability</u>. 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 <u>Electronic Signatures</u>. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

# **DAKOTA COUNTY**

# **CITY OF INVER GROVE HEIGHTS**

	By:
Georg T. Fischer, Director Physical Development Division	Brenda Dietrich, Mayor
	Date:
	By: Rebecca Kiernan, City Clerk
	Physical Development Division

Dakota County Contract # County Board Res. No.

### **EXHIBIT 1**

# **Projects**

Exhibit 1A: CCCC - Salem Hills Park and Harmon Preservation Area Restoration

Exhibit 1B: CCCC – Seidl's Lake Park

Exhibit 1C: Mississippi River Greenway: Ernster Park

Exhibit 1D: Mississippi River Greenway: Heritage Village Park

Exhibit 1E: Mississippi River Greenway: Rock Island Swing Bridge Parks



#### **EXHIBIT 1A**

Project Title: CCCC – Salem Hills Park and Harmon Preservation Area Restoration Conduct natural resources restoration at Salem Hills Park and Harmon Preservation Area, following recommendations of 2025 Natural Resources Management Plan (NRMP).

#### I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer.
- b. Reconstruct native plant communities such as oak savanna and oak woodland.
- c. Enhance habitat through seeding, planting, and adaptive management.
- **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:**

Christian Klatt Natural Resource Specialist Telephone: (952) 891-7947

Email: christian.klatt@co.dakota.mn.us

#### City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 - Map of Project Location



#### III. Funding Details

- a. <u>Source</u>: The project will be completed using a combination of grants and in-kind/cash match from the City and County. Projected costs are based on best estimates and will be solidified after solicitations are received. See Table 1 for details on estimated costs and funding sources.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), 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. The total Project costs shall be determined based on results of a competitive bidding process, the value of actual in-kind labor contributed toward the project by the City, and any approved contract change orders or amendments during the Project.
- c. <u>City Funding and In-Kind Obligation</u>: The City has agreed to provide in-kind match to equal or exceed 15% of the total Project costs. Match-qualifying activities are detailed in Table 1. Reports documenting in-kind match contributions will be submitted to the County on a quarterly basis.
- d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will provide any required signage, language, graphics, etc. to the City.

#### IV. Other Obligations

- a. <u>Project Leadership</u>: 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 City will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area outside of any County easement areas. Maintenance will be an ongoing obligation of the City, as long as the City continues to own the Project property, and will be performed according to a maintenance schedule to be determined by the City. The County shall be responsible for annual maintenance in all County easement areas for as long as the easement exists. 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.

#### 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.

City in-kind labor completed Winter 2025-26
Request for Proposals Released Winter 2025-26
Contract Execution Winter 2025-26
Contract End Date June 30, 2027

#### VI. Work Plan

The following Project Task Table (Table 1) is 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 – Phase I Restoration Work Plan – Project Task Table (28.5 ac)

Year	Season	Units	Activity	Acres	Funding Source
2024- 25	Fall/Winter	1A, 2A, 2B	Forestry mow shrubs and small trees	14.7	City (in-kind, \$45,906)
2025	Summer	1A, 2A, 2B	Cut and stump treat invasive shrubs	168 CCMI crew hours	City (in-kind, \$5,208)
2025	Fall	1A, 2A, 2B	Goat browse shrub resprouts	14.7	City (in-kind, \$X,XXX)
2025- 26	Fall/Winter	1A, 2A, 2B, 5, 12A, 12B, 12C	Invasive tree removal: Fell hazard green ash trees infected with EAB. Cut Siberian elm and amur maple / treat stumps / burn piles.	28.5	Hazard Ash Tree Removal by City (in- kind, \$15,000) Remainder of tree removal by County- managed contract
2025- 26	Winter	2B, 5, 12A, 12B, 12C	Forestry mow shrubs and small trees.  Cut and stump treat invasive shrubs on steep slopes.  Pile and burn woody debris in winter	13.8	County-managed contract
2026	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Hand-broadcast native grass seed mix.	28.5	County-managed contract

			Treat herbaceous invasive plants such as garlic mustard.		
2026	Fall	1A, 2A, 2B, 5, 12A, 12B, 12C	Spot herbicide treatment of resprouted/new germinant buckthorn and honeysuckle.	28.5	County-managed contract
2027	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Treat herbaceous invasive plants such as garlic mustard.	28.5	County-managed contract
2027	Spring	2A, 2B	Rx Fire.  Alternate: broadcast spray cool season grasses with herbicide.	6.2	County-managed contract
2027	Spring	2A, 2B	Broadcast seed or snow seed native savanna mix.	6.2	County-managed contract
2027	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Plant native plugs, trees and shrubs	28.5	County-managed contract

#### **EXHIBIT 1B**

Project Title: CCCC - Seidl's Lake Park

Conduct natural resources restoration at the portion of Seidl's Lake Park Located in the City following recommendations of 2025 Natural Resources Management Plan (NRMP).

# I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as Mesic Hardwood Forest
- c. Enhance habitat through seeding, planting, and adaptive management.
- **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:**

Christian Klatt Natural Resource Specialist Telephone: (952) 891-7947

Email: <a href="mailto:christian.klatt@co.dakota.mn.us">christian.klatt@co.dakota.mn.us</a>

#### City Liaison:

Brian Swoboda Parks Superintendent

Telephone: (651) 450-2582 Email: <u>bswoboda@ighmn.gov</u>

Figure 1 - Map of Project Location



#### III. Funding Details

- a. <u>Source</u>: The estimated project costs will be funded by a combination of grants and in-kind/cash match from the City and County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. <u>County Funding Obligation</u>: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), 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. 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. <u>City Funding and In-Kind Obligation</u>: The City has agreed to provide in-kind match to equal or exceed 15% of the total Project value. Match-qualifying activities are detailed in Table 1. Reports documenting in-kind match contributions will be submitted to the County on a quarterly basis.
- d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will provide any required signage, language, graphics, etc. to the City.

### IV. Other Obligations

- a. <u>Project Leadership</u>: 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 City will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area outside of any County easement areas. Maintenance will be an ongoing obligation of the City, as long as the City continues to own the Project property, and will be performed according to a maintenance schedule to be determined by the City. The County shall be responsible for annual maintenance in all County easement areas for as long as the easement exists. 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.

#### 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.

City in-kind labor completed Winter 2023-24
Request for Proposals Released Winter 2025-26
Contract Execution Winter 2025-26
Contract End Date June 30, 2027

#### VI. Work Plan

The following Project Task Table (Table 1) is 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 - Phase I Restoration Work Plan - Project Task Table (19.4 ac)

Year	Season	Units	Activity	Acres
2023-24	Fall/Winter	1S, 4S, 6, 9, 10, 11	Forestry mow shrubs and small trees	6.0
2025	Spring	1S, 4S, 6, 9, 10, 11	Garlic mustard spot spraying	6.0
2025	Fall	4S, 10, 11	Foliar treatment of invasive shrub resprouts	9.6
2025-26	Fall/Winter		Brush saw, stump treat OR forestry mow invasive trees and shrubs. Pile and burn.	7.4
2025-26	Fall/Winter	4S, 11	Erosion Control: position cut woody material across slopes/ravines, install mats/strips where needed	3.0
2026	Spring/Summer		Herbaceous weed control (mow, spot treat, Unit 7 prep spray)	7.7
2026	Fall	7	Rx Burn	0.7
2026	Fall	All Units	Seeding, plug ad shrub planting	12.8
2027	Spring/Summer	IAILUNITS	Herbaceous weed control (mow, spot treat)	19.4

Total Restoration Area 19.4

#### **EXHIBIT 1C**

#### **Project Title: Mississippi River Greenway: Ernster Park**

Conduct natural resources restoration at Ernster Park following recommendations of 2025 Natural Resources Management Plan (NRMP).

### I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic hardwood forest and mesic prairie
- c. Enhance habitat and stabilize slopes through seeding, planting, and adaptive management.
- **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:**

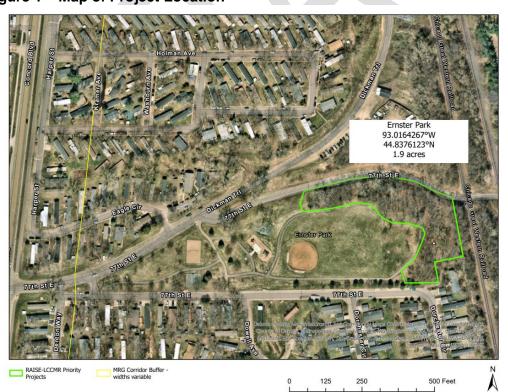
Karen Solas Natural Resource Specialist Telephone: (952) 891-7829

Email: karen.solas@co.dakota.mn.us

#### City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: <a href="mailto:bswoboda@ighmn.gov">bswoboda@ighmn.gov</a>

Figure 1 - Map of Project Location



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### III. Funding Details

- a. <u>Source</u>: 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. <u>County Funding Obligation</u>: 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. <u>City Obligation</u>: 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. <u>Project Leadership</u>: 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 2025-26
Contract Execution Winter 2025-26
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 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 – Phase I Restoration Work Plan – Project Task Table (8.5 ac)

			110,000 14011 14110 (010 410)	
Year	Season	Units	Activity	Acres
2026	Winter	Oak forest	Cut, treat, pile, burn buckthorn across 1/3 of site	2
2026	Winter	Oak forest	Cut, treat, chip, haul EAB-infected ash, Siberian elm, black locust	.5
2027, 28	Spring	Oak forest	Garlic mustard spot spraying, once annually for 2 years	2
2027	Fall	Oak forest	Woody invasive follow-up	2
2027	Fall	Oak forest	Enhanced graminoid seeding	2

**Total Restoration Area** 

2

#### **EXHIBIT 1D**

#### Project Title: Mississippi River Greenway: Heritage Village

Conduct natural resources restoration at Heritage Village Park following recommendations of 2025 Natural Resources Management Plans (NRMP).

#### I. Restoration Project Objectives

- Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic prairie, dry prairie, mesic hardwood forest, and terrace forest
- c. Enhance habitat through seeding, planting, and adaptive management
- **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:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov



Figure 1 – Map of Project Location – Heritage Village Park

### III. Funding Details

- a. <u>Source</u>: 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. <u>County Funding Obligation</u>: 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. <u>City Funding and In-Kind Obligation</u>: 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. <u>Project Leadership</u>: 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 2025-26
Contract Execution Winter 2025-26
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 – Heritage Village Phase I Grassland and Small Wet Basins Restoration Work Plan (45.2 ac)

Year	Timing	Activity.	Acres
1	Early Spring	Conduct prescribed burn A. Burn unit A: 1, 4(W), 9, 10, 12.	23.10
1	Spring	Post burn, spread diverse forb-rich seed mix.	0.90
1	I are Soring	Mow annual/biennial weeds to 4-5" height (common ragweed, horseweed) (reed canary grass in unit 1).	4.75

1	Early Summer	Scout and treat crown vetch, birds-foot trefoil and Canada thistle in early summer prior to flowering. Spray miscanthus in unit 10 and leafy spurge and poison hemlock in unit 6, 4, and 10. Assumes 1/4 of unit area.	8.00
1	Summer	Hand-pull spotted knapweed	0.90
1	Summer	Spot treat purple loosestrife. Hand dig yellow iris (single plant) in unit 10. Scattered populations.	1.90
1	Mid Summer	Mow/weed whip to the ground re-growth of creeping miscanthus.	1.00
1	Late Summer- early Fall	Scout unit and treat creeping miscanthus when new growth is 12" tall, by spraying all green tissue.	1.00
1	Early Sept.	Weed whip reed canary grass	1.00
1	Late Sept.	Scout and spot treat reed canary grass in late September. Assumes cover on 1/2 of area.	3.50
1	Fall	Foliar spray common buckthorn. Assumes cover on 1/2 of unit area.	10.50
1	Fall	Clip and bag any seedheads of creeping miscanthus. Potential Volunteer Task.	1.00
1	Fall	Spot treat weedy species, especially spotted knapweed, leafy spurge, and poison hemlock.	1.00
2	Early Winter	Cut and treat common buckthorn.	0.25
2	Late spring	Weed whip reed canary grass twice before early June targeting boot stage (1.2 acres). Weed whip annual/biennial weeds to 4-5" height (common ragweed, horseweed) in Unit 6 (berm) (2.5 acres).	4.50
2	Early Summer	Spot spray herbaceous invasives in mowed weedy areas of Units 6, 7, 10, 12. Treat crown vetch, birds-foot trefoil and Canada thistle in 1, 4, 7, 11, 12. Assumes cover on half of area.	7.20
2	Early summer	Mow/weed whip leafy spurge and poison hemlock (highly toxic) - patch of each. Mow/ weed whip miscanthus in unit 10.	0.10
2	Summer	Hand pull spotted knapweed (esp. 2nd yr plants to limit seed spread, and as many rosettes as possible).	0.90
2	Summer	Scout and spot treat purple loosestrife. Treat creeping miscanthus in unit 10.	4.40
2	Mid Summer	Mow/weed whip creeping miscanthus to the ground.	1.00
2	Sept.	Spray leafy spurge and poison hemlock. Treat creeping miscanthus in unit 10.	0.10
2	Summer to Early Fall	Scout and foliar spray Siberian elm low shrubs. Assumes half of unit area.	10.00
2	Early Sept.	Weed whip reed canary grass once in early September targeting boot stage or when seed head has swollen in leaf sheath but not yet emerged. In wet basin.	1.00
2	Late Sept.	Spot spray reed canary grass in late September.	1.00
2	Late Sept.	Spot spray common buckthorn resprouts/new germinants with aquatic formulation of glyphosate or triclopyr.	0.50
2	Fall	Spot treatment of spotted knapweed first-year rosettes. Patch along E edge of 4E; few scattered in other small units.	0.90
2	Fall	Clip and bag any seedheads of creeping miscanthus. Potential Volunteer Task.	1.00
3	Winter	Snow-seeding of collected (or purchased) native grass seed into areas of effective invasive control done in yrs 1 and 2. Possible volunteer event. (Acreage: Unit 1W (0.5 ac), 4W (7.0 ac) 10 (0.2 ac), 12 (1.0 ac).	8.90
3	Early Spring	Conduct prescribed burn of Burn Unit B.	11.40
3	Early Spring	Broadcast diverse, forb-rich seed mix after invasives treatment and ideally after prescribed fire.	11.20
3	Late Spring	Mow newly seeded areas once in late spring to 4-5" height.	3.10
		•	

3	Spring	Weed whip reed canary grass twice before early June targeting boot stage or when seed head has swollen in leaf sheath but not yet emerged. In wet basin.	1.50
3	Early summer	Mow/weed whip leafy spurge and poison hemlock (highly toxic) - patch of each. Mow/ weed whip miscanthus in unit 10.	0.25
3	Early Summer	If needed, treat crown vetch, birds-foot trefoil and Canada thistle prior to flowering. Assumes presence on 1/3 of unit area.	8.00
3	Summer	Scout and spot treat purple loosestrife and other weedy species. Treat creeping miscanthus in unit 10.	4.00
3	Mid-Summer	Mow newly seeded areas once in mid-summer to 4-5" height.	2.80
3	June	Spray leafy spurge and poison hemlock. Small populations in each unit.	0.10
3	Mid Summer	Mow/weed whip regrowth of creeping miscanthus to the ground.	1.00
3	Late Summer- early Fall	Scout unit and treat creeping miscanthus when new growth is 12" tall.	1.00
3	Summer to Early Fall	Scout and foliar spray Siberian elm low shrubs. Assumes presence on 1/2 of unit	10.50
3	Early Sept.	Weed whip reed canary grass once in early September.	1.00
3	Late Sept.	Spot spray reed canary grass in late September.	1.00
3	Late Sept.	Spot spray common buckthorn and Siberian elm resprouts/new germinants. Assumes presence on 1/2 of unit.	5.00
4	Spring	Spray leafy spurge and poison hemlock.	0.10
4	Early summer	Mow/weed whip creeping miscanthus to the ground. 2 visits: 1 early summer, 1 mid-summer.	2.00
4	Summer	Scout and treat creeping miscanthus when new growth is 12" tall. 2 treatments, 1 after each mowing.	2.00
5	Early Spring	Conduct prescribed burn on Units 1B, 1W, 4W, 9, 10, 12.	23.10
5	Early Spring	Seed units after burn. Seed cover for half of unit area.	8.50
5	Early Spring	Scout and treat non-native species including creeping miscanthus.	1.00
5	Early Summer	Establishment mow twice during the growing season, timing to prevent weed seed.	13.00
5	Spring	Spray leafy spurge and poison hemlock	0.10
5	Mid-summer	Mow to ground creeping miscanthus re-growth after burn	1.00
5	Early fall	Spray remaining leafy spurge and poison hemlock plants in early fall.	0.20
5	Late summer- early Fall	Treat miscanthus.	1.00
5	Late Fall	Broadcast native grass mix in treatment areas.	1.00

Table 2 – Heritage Village Phase 1: Riverine Natural Communities (5.4 ac)

Year Timing Activity Acres	Year
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1	Fall	Foliar treat common buckthorn.	0.50
1	Fall/ winter	Cut and stump treat non-native woody shrubs/trees including common buckthorn and black locust.	2.00
2	Spring	Broadcast seed of graminoid mix (MNL buckthorn replacement mix)	0.50
2	Early fall	Foliar treat non-native woody species including common buckthorn and black locust.	2.00
3	Early fall	Foliar treat non-native woody species including common buckthorn and black locust.	2.00
4	March - through season	Release of Galerucella biocontrol beetles in purple loosestrife population, if available. Potential Volunteer Project.	0.20



#### **EXHIBIT 1E**

### Project Title: Mississippi River Greenway: Rock Island Swing Bridge Parks

Conduct natural resources restoration at Heritage Village and Rock Island Swing Bridge Parks following recommendations of 2025 Natural Resources Management Plans (NRMP).

#### I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic prairie, dry prairie, mesic hardwood forest, and terrace forest
- c. Enhance habitat through seeding, planting, and adaptive management
- 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:

Brian Swoboda Parks Superintendent Telephone: (651) 450-2582

Email: <u>bswoboda@ighmn.gov</u>

Figure 1 - Map of Project Location - Rock Island Swing Bridge Park



#### III. Funding Details

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- b. <u>County Funding Obligation</u>: 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.
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- 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

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- 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 2025-26
Contract Execution Winter 2025-26
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 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 – Rock Island Swing Bridge Phase 1

Year	Season	Unit	Activity	Acres (or
1	Fall	1	Foliar spray non-native woody species. Assumes cover on 1/4 of unit	<b>unit)</b> 0.1
1	Fall	1	Cut and treat larger non-native woody species. Haul cut brush and pile in unit 6. Assumes cover on 1/4 of unit. Reserve some cut material for task #5.	0.1
1	Summer	1	Weed-whip non-native herbaceous species including crown vetch. Assumes cover on 1/2 of unit.	0.2
1	Summer	1	Spot spray non-native herbaceous weeds including crown vetch. Assumes cover on 1/2 of unit.	0.2
1	Fall	1	Install erosion control bars mid-slope utilizing cut buckthorn material. Stagger bars- approximately ten 10' bars to install. Use wooden stakes to secure in place.	10 bars
2	Spring	1	Broadcast MNL Buckthorn Replacement mix.	0.2
2	Fall	1	Spot spray invasive woody resprouts/new germinants.	0.1
3	Fall	1	Plant gray dogwood, smooth sumac, red osier dogwood on slope. (60 total)	60 shrubs
3	Fall	1	Optional: Along upper edge between paved trail and slope, plant native graminoid plugs. Follow-up watering (x3). Potential volunteer opportunity.	200 plugs
1	Summer	2	Spot spray or hand dig few purple loosestrife.	0.05
1	Late Summer / Early Fall	2	Spot mow Canada goldenrod to 12" before seed set to decrease competition with other native species.	0.3
2	Early spring	2	Prescribed burn, in combination with other units.	0.3
2	Early spring	2	Broadcast seed BWSR Stormwater Basin mix following the burn.	0.2
2	Late Summer / Early Fall	2	Spot mow Canada goldenrod to 12" before seed set to decrease competition with other native species.	0.3
3	Summer	2	Scout and spot treat invasives, if needed.	0.3
4	Summer	2	Scout and spot treat invasives, if needed.	0.3
1	Spring	3B	Cut or weed-whip vegetation (avoiding native prairie herbaceous spp. e.g. bergamot) to 8-10" height twice through the growing season to increase available fuel. (2x)	0.6

1	Spring	3B	Scout and foliar spray common buckthorn saplings and seedlings.	0.3
1	Summer	3A, 3B	Scout and weed-whip non-native herbaceous species including crown vetch.	0.6
1	Summer	3A, 3B	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	0.6
2	Early Spring	3B	Prescribed burn, anywhere fire will carry. In combination with other units.	0.3
2	Early Spring	3B	Post-burn, broadcast dry-mesic prairie mix.	0.1
2	Spring	3B	Establishment mow to a height of 6-8" . (2x)	0.6
2	Summer	3A, 3B	Scout and weed-whip non-native herbaceous species including crown vetch.	0.6
2	Summer	3A, 3B	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	0.6
3	Fall	3A	Spread part-sun seed mix (BWSR 36-211) in treated and open areas.	0.1
3	Fall	ЗА	Option: Plant mix of native forbs and grass seedlings. Follow-up watering (x3)	250 plugs
3	Fall	3B	Plant patches of a mix of native aggressive forb and grass seedlings along upper edge of the slope and along the slope as feasible. Follow up watering (x3)	500 plugs
4	Summer	3B	Scout and spot treat invasive species, if needed.	0.3
5	Early Spring	3B	Prescribed burn, anywhere fire will carry	0.3
5	Early Spring	3В	Post-burn, broadcast aggressive forb and grass seed mix in burned areas.	0.3
1	Fall	4	Cut and stump treat woody invasives, remove or stack brush to burn in winter (in Unit 6). Assumes 3/4 of unit.	0.6
2	Early Spring	4	Prescribed burn - anywhere fire will carry	0.6
2	Early Spring	4	Post-burn, broadcast MNL buckthorn replacement mix.	0.7
2	Fall	4	Spot spray invasive woody resprouts/new germinants.	0.6
3	Fall	4	Plant patches of a mix of native aggressive forb and grass seedlings along upper edge of the slope and along the slope as feasible. Follow up watering (x3)	500 plugs
5	Early Spring	4	Prescribed burn, anywhere fire will carry	0.6
5	Early Spring	4	Post-burn, broadcast aggressive forb and grass seed mix in burned areas.	0.3
1	Fall/Winter	5	Cut and stump treat woody invasives. Look out for scattered black locust. Haul or stack brush to burn in winter. Assumes 1/3 of unit.	0.3
1	Fall/Winter	5	Remove dying/dead green ash.	0.3
2	Early Spring	5	Prescribed burn - anywhere fire will carry	1.0
2	Early Spring	5	Post-burn, spread BWSR 36-212 Woodland Edge S&W.	0.5
	1	1	-	

2	Spring	5	Spot spray invasive woody resprouts/new germinants. Assumes 1/3 of unit.	0.3
2	Spring	5	Broadcast seed in woody removal areas, with MNL Buckthorn Replacement mix.	0.3
3	Summer	5	Scout and spot treat invasive species, if needed.	1.0
4	Summer	5	Scout and spot treat invasive species, if needed.	1.0
5	Early Spring	5	Prescribed burn.	1.0
5	Early Spring	5	Post-burn, spread BWSR 36-212 Woodland Edge S&W.	0.5
1	Summer	6	Scout and weed-whip non-native herbaceous species including crown vetch.	2.2
1	Summer	6	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	2.2
1	Fall/Winter	6	Use forestry mower to remove common buckthorn shrubs and sapling growth.	2.2
1	Mid-Winter	6	Burn any brush piles (hauled from Units 4, 5).	2.2
2	Early Spring	6	Prescribed burn - anywhere fire will carry	2.2
2	Early Spring	6	Post-burn, broadcast seed MNL Buckthorn Replacement mix in buckthorn removal areas	1.0
2	Early Spring	6	Post-burn, in select areas with established native grass cover, broadcast BWSR Mesic Prairie 34-642 mix.	0.5
2	Spring	6	Foliar spray non-native woody species. Assumes cover on 1/2 of unit	1.1
2	Summer	6	Scout and weed-whip non-native herbaceous species including crown vetch.	2.2
2	Summer	6	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	2.2
3	Summer	6	Scout and spot treat invasive species, if needed.	2.2
4	Summer	6	Scout and spot treat invasive species, if needed.	2.2
5	Early Spring	6	Prescribed burn.	2.2
5	Early Spring	6	Post-burn, in select areas with established native grass cover, broadcast BWSR Mesic Prairie 34-642 mix (see unit description).	0.5
1	Early Winter 2	7	Use forestry mower to remove common buckthorn saplings.	0.9
2	Spring	7	Seed with MNL Buckthorn Replacement Mix.	0.9
2	Spring	7	Scout and treat non-native species.	0.9
2	Fall	7	Foliar spray non-native woody species.	0.9
3	Fall	7	Foliar spray non-native woody species.	0.9
4	Fall	7	Plant 50 native shrubs and trees, as needed. Water (3x).	50 shrubs
1	Summer	8	Scout and spot treat purple loosestrife N of Swing Bridge.	0.1
	Fall/Winter	8	Cut and treat common buckthorn S of Swing Bridge.	0.1

# **EXHIBIT 2** Funding

2A: CCCC - Salem Hills Park and Harmon Preservation Area Restoration

2B: CCCC - Seidl's Lake Park

2C: Mississippi River Greenway: Ernster Park

2D: Mississippi River Greenway: Heritage Village

2E: Mississippi River Greenway - Rock Island Swing Bridge Park



# **EXHIBIT 2A**

Table 1 – Funding Sources for Harmon Park Preserve and Salem Hills Park Restoration Phase

Funding Source	<u>Amount</u>	Cost Share
Maximum Outdoor Heritage Fund State Grant (cash)	\$200,000	
Maximum County Match OHF (cash)	\$20,000	
Future Grant + Match Funding	\$206,000	
Subtotal: County Contribution	\$406,000	85%
Minimum City (in-kind)	\$60,900	15%
Total project value	\$466,900	



# **EXHIBIT 2B**

Table 1 - Funding Sources for Seidl's Lake Park Restoration Phase I

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Funding Source	<u>Amount</u>	Cost Share		
Maximum Outdoor Heritage Fund State Grant (cash)	\$117,050			
Maximum County (cash)	\$11,705			
Future Grant + Match Funding				
Subtotal: County Contribution	\$128,755	85%		
Minimum City (in-kind)	\$22,723	15%		
Total project value	\$151,478			



# **EXHIBIT 2C**

Table 1 – Funding Sources for Ernster Park Restoration Phase I

Funding Source	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State	\$11,570
Grant (cash)	
NRMP estimated project value	\$11,570
Maximum County Match (cash contingency across all Mississippi	\$75,000
River Greenway projects)	



# **EXHIBIT 2D**

Table 1 – Funding Sources for Heritage Village Park Restoration Phase I

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Funding Source	<u>Amount</u>	
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)		
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)	\$77,160	
NRMP estimated project value		
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$75,000	



# **EXHIBIT 2E**

Table 1 – Funding Sources for Rock Island Swing Bridge Park Restoration Phase I

Funding Source		
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)		
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)		
NRMP estimated project value		
Maximum County Match (cash contingency across all Mississippi River Greenway projects)		

