

State Accounting Information PO Number: 3000203803

**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET**

**City of Saint Paul Dept of Parks and Recreation/ Swede Hollow Woodland
Enhancement, Phase 1**

State Accounting information:

SWIFT Contract Doc. Type: _____ SWIFT Contract #: 207323
 SWIFT Contract Line # (Annual Plans): _____ SWIFT Purchase Order #: 3000203803

Agency: R2901	Submitted By: Kathy Varble	Origin: A24	Vendor #: 0000192898	Category Code: 84101501
Total Amount of Contract for ALL years:	\$74,750		Total Amount of Contract: \$ 74,750	For FY: 22
Total Amount of Contract:	For FY:		Total Amount of Contract: \$	For FY:

Contract Start Date: **Upon Execution** Speedchart Name: _____
 Contract Expiration Date: **June 30, 2025** Speedchart Number: _____

Grantee Name and Address: City of Saint Paul Dept of Parks and
Recreation
1100 Hamline Ave North
Saint Paul, MN 55108

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ NoCheck for annual plan limit? ☒ Yes ☐ NoWork on state lands? ☐ Yes ☐ NoPO Reference: **KV-FY22 CPL Swede Hollow Woodland Enhancement, Phase 1**

Description: **FY2022 CPL 1; City of Saint Paul Dept of Parks and Recreation, Swede Hollow Woodland Enhancement, Phase 1. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	22	\$74,750	2300	R2936725	R296K20	441352		2W205	

Project/ Grant Reporting Funding String

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

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**STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT**

**City of Saint Paul Dept of Parks and Recreation/ Swede Hollow Woodland
Enhancement, Phase 1**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of Saint Paul Dept of Parks and Recreation, 1100 Hamline Ave North, Saint Paul, MN 55108 ("Grantee").

Recitals

1. Under Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. Per, [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

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

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.

- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.
- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to **\$74,750** for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

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

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

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.** *Hereinafter known as R&M Plan.*
 - (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration

and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

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

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

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

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

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 *Consideration.* The State will pay for all services performed by the Grantee under this grant contract as follows:

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

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

(c) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$74,750**.

6.2 *Payment*

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2025**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

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

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satisfactory to the State and LSOHC.

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

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

- 6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

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

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

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

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

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

The Grantee's Authorized Representative(s) are:

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Project Manager	Fiscal Contact
Adam Robbins	Adam Robbins
Natural Resources Supervisor	Natural Resources Supervisor
1100 Hamline Ave North	1100 Hamline Ave North
Saint Paul, MN 55108	Saint Paul, MN 55108
adam.robbs@ci.stpaul.mn.us	adam.robbs@ci.stpaul.mn.us
651-632-2457	651-632-2457

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

10 Assignment, Amendments, Waiver, and Grant Contract Complete

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

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination

by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 Intellectual Property Rights.

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

(b) Obligations

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

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual

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property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) ***Uses of the Works and Documents.***

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) ***Possession of Documents.***

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 Data Compatibility. Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 Data Availability. To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

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

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

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 Accessibility. Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 Safety. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: 3000203803

Counterparts: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Electronic Signatures: The parties agree that the electronic signature of a party to this Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement

1. STATE ENCUMBRANCE**VERIFICATION****3. STATE AGENCY**

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

By:

Mary Lavelle

E8D1EBB8991E42E...

Date: February 9, 2022

Purchase Order Number:

3000203803

Contract #: 207323

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Sarah Sullivan

Name: Sarah Sullivan

Title: Assistant City Attorney

Date: Feb 8, 2022

By:

John McCarthy

John McCarthy (Feb 8, 2022 14:24 CST)

Name: John McCarthy

Title: Finance Director

Date: Feb 8, 2022

3. DEPARTMENT OF NATURAL RESOURCES

DocuSigned by:

By:

Dave Olfelt

830B10991E174F7...

with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: February 9, 2022

DS
Lk

February 9, 2022

By:

Michael Hahm

Michael Hahm (Feb 8, 2022 14:35 CST)

Name: Michael Hahm

Title: director

Date: Feb 8, 2022

By:

Jaime Rae Tincher

Jaime Rae Tincher (Feb 8, 2022 16:40 CST)

Name: Jaime Rae Tincher

Title: Deputy Mayor

Date: Feb 8, 2022



DIVISION OF FISH AND WILDLIFE CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: December 6, 2021

PROJECT CONTACT

Project Name: [Swede Hollow Woodland Enhancement, Phase 1](#)
Organization Name: [City of Saint Paul Dept of Parks and Recreation](#)
Organization Type: [Government](#)
Mailing Address 1: [1100 Hamline Ave North](#)
City, State ZIP Code: [Saint Paul, MN 55108](#)

Project Manager: [Adam Robbins](#)
Title: [Natural Resources Supervisor](#)
Phone: [651-632-2457](#)
Email: adam.robbins@ci.stpaul.mn.us

PROJECT OVERVIEW

Sites / Location

County Name: [Ramsey](#)
Project Site Name: [Swede Hollow Park](#)
Total Project Sites: [1](#)
Total Project Acres: [23](#)

Land Ownership

Primary Land Ownership: [Local Government](#)
Additional Land Ownerships: [\(N/A\)](#)

Habitat

Primary Type: [Forest](#)
Additional Types: [\(N/A\)](#)

Activities

Primary Activity: [Enhancement](#)
Additional Activities: [\(N/A\)](#)

PROJECT FUNDING SUMMARY

Grant Type: [Metro](#)
Grant Request Level: [Over \\$25,000](#)

Total Grant Amount Requested:	\$74,750
Total Match Amount Pledged:	\$15,000
Additional Funding Amount:	\$0
Total Project Cost:	\$89,750

PROJECT SUMMARY

The Swede Hollow Forest Enhancement, Phase 1 project will enhance 23 acres of predominantly southern dry-mesic oak forest (MHs37) and southern mesic oak-basswood forest (MHs38). Enhancement of these native plant communities will be accomplished through invasive species management and revegetation efforts. This project will focus on land parcels adjacent to previously restored and enhanced land within Swede Hollow Park. The Park, which is connected at its south end to the Bruce Vento Nature Sanctuary, is 25 acres in size. Work will be guided by the Swede Hollow Park Master Plan (2019), the Swede Hollow Ecological Restoration and Adaptive Management Plan (updated, 2021), and Swede Hollow Target Plant Communities (2011). This project will improve tree and shrub canopy diversity, improve groundcover diversity, increase connectedness of high-quality woodlands, increase the probability of self-sustaining native plant communities, reduce sedimentation of impaired waterbodies, and improve habitat for fish, wildlife, and pollinators. After the grant period has expired, City staff and partner organizations, including Urban Roots, Lower Phalen Creek Project, and Friends of Swede Hollow, will continue to maintain the site using best management practices. Over 100 community members will be engaged in restoration activities where access and slope conditions allow. Parks and Recreation will work with our partner organizations to incorporate programs such as bird hikes, natural and cultural history tours, and youth engagement into our outreach events.

PROBLEM STATEMENT

Swede Hollow Park is rich with both biodiversity and cultural history. Pre-settlement, Phalen Creek, which connected Lake Phalen to the Mississippi River, ran through Swede Hollow. This area has been home to Dakota communities for thousands of years, and from the mid-1800s onward, waves of Swedish, Irish, Polish, Italian, and Mexican immigrants settled here. In 1956, the largely Mexican community of Swede Hollow was forcibly evicted from the Hollow and the neighborhood was destroyed. In

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT *(Continued)*

1973, the land became Swede Hollow Park with the support of local non-profits and community groups. Following revegetation efforts and native plant recolonization, there are now a variety of native plant communities present in Swede Hollow. These plant communities have been negatively impacted through the urbanization of and land-use changes within the area. External stresses on these ecological systems has allowed for the establishment of non-native and invasive woody and herbaceous plants leading to topsoil erosion, water quality degradation, and overall loss of wildlife habitat. This grant request is being made to enhance and manage twenty-three acres of forest, woodland, savanna and adjacent wetlands in Swede Hollow Park. Recommendations from the Swede Hollow Master Plan, Swede Hollow Target Plant Communities, and Swede Hollow Ecological Restoration and Adaptive Management Plan guides will be followed for enhancement of the woodland and forest areas. Project work will include invasive species management and control, followed by enhancement efforts utilizing local ecotype native plants. This project will enhance habitat for wildlife, aid in water quality improvement, and create robust and sustainable plant communities for long-term management.

PROJECT OBJECTIVES

Under this proposal, contractors and volunteers will prepare these lands to become self-sustainable through invasive species removal and revegetation. Completion of this project will tie together existing and past project work at Swede Hollow Park and provide non-fragmented, contiguous management areas within the park. Phase 1 of the Swede Hollow Woodland Enhancement project will remove non-native woody and herbaceous species that create a host of problems, including: shading native seedlings and spring ephemeral species, increasing soil erosion and sedimentation, and reducing habitat values for wildlife. Emerald ash borer infestations have been confirmed within the project boundaries, and as such, green ash trees will be selectively removed to create opportunities for more desirable hardwoods. Following invasive and diseased species removal, native plant community enhancement efforts will include the installation of aggressive, native shrubs and local ecotype grass and forb seed to provide native ground cover for erosion control and wildlife habitat. In later phases of this project, mesic savanna plant communities will be supplemented with a more diverse variety of native forbs to act as valuable pollinator forage, and woodland plant communities will be diversified by introducing herbaceous and shrub layer diversity. Benefits of the project include improved wildlife habitat, improved habitat for pollinators, and enhanced opportunities for wildlife viewing. Plant communities in Swede Hollow Park with wet soils will be restored through future management activities under a separate natural resources management plan. Phase 1 efforts in these wet plant communities will be focused on non-native, invasive woody species removal without additional land management activities prescribed at this time. Significant ground cover exists within these plant communities. Saint Paul Parks and Recreation has a consistent track record of annually recording 1,500 volunteer hours on projects occurring within the MNRRA corridor. Funding for maintenance activities will be provided in-kind by community volunteers and by Saint Paul Parks staff, with local funding. Removal of invasive plant material, utilizing volunteers when possible, coupled with targeted herbicide application will allow Parks to maintain native species and control invasive species into the future.

METHODS

A contractor will be selected to perform woody and herbaceous species control throughout the project area. Removal efforts will focus on exotic and invasive woody species inconsistent with southern dry-mesic oak forest (MHs37) and southern mesic oak-basswood forest (MHs38); including Siberian elm, white mulberry, common buckthorn, black locust, boxelder, and Tartarian honeysuckle. Emerald ash borer infestations have been confirmed within the project boundaries, and as such, green ash trees (up to 10 DBH) will be removed to create opportunities for more desirable hardwoods. Dutch Elm Disease infested elm (up to 10 DBH) will also be removed within the project area. Immediately following removal efforts, areas of bare soil will be seeded with an aggressive, buckthorn competitive seed mix. Invasive herbaceous plant species - including Japanese knotweed, lesser celandine and greater celandine - will be controlled throughout all plant communities for one full growing season before an initial phase of forest enhancement is implemented. The initial phase of enhancement work will include the establishment of a low diversity native groundcover and associated, aggressive native shrubs. Direct hardwood seeding will take place during the initial enhancement period in areas with low native tree seeding establishment. Later phases of enhancement in the park will be focused on adding herbaceous and shrub layer diversity to the woodland plant communities. Cut-stump treatments of undesirable trees and shrubs, as well as herbicide spot treatments of herbaceous invasive species will be utilized to maintain these plant communities into the future. Native plant species introduced to the project area will be selected from native plant community lists developed by the MN DNR, keeping in mind pollinator diversity guidelines proposed by the Minnesota BWSR, as well as Rusty Patched Bumble Bee conservation guidance developed by the US Fish and Wildlife Service. A Natural Heritage Database Review produced records of rare species near the project area. Most species are adjacent to the project area, and care will be exercised to avoid herbicide runoff that could negatively affect these species. One rare species was recorded within the project area, the rusty patched bumble bee. Care will be taken to avoid management during their flight periods that would harm the species and maintenance mowing patterns will leave areas of refugia for the insects.

CONSERVATION PARTNERS LEGACY GRANT

EXPERIENCE / ABILITIES

Adam Robbins, natural resources supervisor, holds a degree in Organismal Biology and has over twenty years of experience working on natural resources restoration projects within the Twin Cities metropolitan area. Adam has managed the Environmental Services program for Saint Paul Parks and Recreation for sixteen years. Maggie Barnick, natural resources technician, has a degree in Environmental Sciences, Policy and Management and eight years of experience in natural resources field operations in Saint Paul and the Twin Cities metropolitan area. Patrick Williamson, natural resources technician, has a degree in Environmental Studies and Biology with eight years of experience in natural resources field operations in the Twin Cities metropolitan area. Maggie and Patrick will be responsible for contractor oversight and volunteer event coordination. The Environmental Services program is currently managing over \$500,000 in grant funding. Recent projects of interest include: Como Woodland and Outdoor Classroom (LCCMR funded), Bruce Vento Nature Sanctuary, CPL 2010 - 2020 grants [Highwood Nature Preserve and Henry Park Woodlands, Crosby Farm Floodplain Phase 1 & 2, Lilydale Regional Park Floodplain, Hidden Falls Oak Woodland & Floodplain, Indian Mounds Oak Woodland, Cherokee Park Woodland, Phalen Regional Park], the Lake Phalen and Lake Como ecological shoreland restoration programs. All recent projects have been completed on time and within budget while meeting project deliverables.

PROJECT TIMELINE

Time Frame	Goal
summer 2024	woody species management completed
spring 2025	herbaceous species controlled
winter 2024	plant material installed
spring 2025	375 volunteer hours recorded

Estimated Project Completion Date: 2025-05-30

PROJECT INFORMATION

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

The City of Saint Paul has a long history of collaboration with the Capitol Region Watershed District, Lower Phalen Creek Project, Friends of Swede Hollow, Tree Trust and Urban Roots at Swede Hollow Park. The City will engage Conservation Corps of Minnesota and Iowa (CCMI) in this project, as well as solicit community resources through the Payne-Phalen Community Council and the Saint Paul Parks Conservancy. We will solicit volunteers from the surrounding neighborhood and the greater Saint Paul community through press releases, on-site publicity, social media, and through partnering agencies. The Saint Paul City Council and the affected district councils will be notified and encouraged to participate in the marketing of volunteer events. Funding this proposal would allow Saint Paul Parks to not only engage the Conservation Corps MN Program with meaningful nature resources-based job training opportunities, but to also involve CCMI Youth Outdoors (YO) Program youth participants.

2. Describe any urgency associated with this project.

Delaying this project will allow further degradation of the native plant communities within the project area by non-native invasive plants. Removal of invasive species from the project area will curtail a major seed source and help ensure the integrity of the enhancement work occurring throughout the area and within adjoining City-owned land parcels within the Mississippi National River and Recreation Area. Emerald ash borer infestations have killed a majority of the mature ash within the project area. Fortunately, non-ash seedling recruitment rates are high in the subcanopy. Selectively removing any remaining green ash will introduce sunlight to the subcanopy and ground layer to encourage growth of a diversity of in situ native woodland species. An increase in the diversity of flowering shrub and herbaceous floral resources will help sustain and expand existing pollinator and migratory bird populations.

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

CPL grant funds will supplement existing local funding for this project. CPL funding will allow Parks and Recreation to fully fund enhancement of the project area. If the project is fully funded through the CPL grant program, management goals for this project will be accomplished using a combination of CPL funding, City funds, and volunteer labor.

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

Open public hunting is not allowed on city parkland per city ordinance. However, special permit archery deer hunts are held nearby on Ramsey County property at Pigs Eye Regional Park and Fish Creek open space. The hunts are managed by

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION *(Continued)*

Metro Bowhunters Resource Base, whose membership is open to the public. Historic Phalen Creek once made its way through Swede Hollow Park, on its way to the Mississippi River. Future park improvements will daylight portions of Phalen Creek through Swede Hollow Park. Fishing opportunities are available at the Mississippi River, one-half mile from the project site.

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

We will use seed sources within or adjacent to our ecoregion, to the extent possible, based on the Minnesota Ecological Sections and Subsections map. We will follow BWSRs Native Vegetation Establishment and Enhancement Guidelines document and their Pollinator Toolbox to use seed mixes that are an appropriate match for the specific site conditions. We will follow US Fish and Wildlife Service guidance for Rusty Patched Bumble Bee conservation. Tree, shrub, grass, and forb seeds will be harvested within or as close to the project area as possible.

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

This project will allow Parks and Recreation to meet our management goals at a request of \$3,250 per acre. This includes invasive species control, erosion control and revegetation efforts across 23 acres. Significant staff investment and extensive use of community volunteer labor will drive down the projects cost per acre. Parks has a proven track record of managing ecological restoration projects in a cost effective manner. Over the last eleven years, the Environmental Services unit has managed up to \$500,000 in grant funding annually, from various sources, to directly support ecological restoration and enhancement of publicly-owned natural areas.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

A guiding principal of the Swede Hollow Master Plan includes creating a more natural and more connected park system, in which the natural qualities of the open spaces within Swede Hollow can be protected and enjoyed. Through interpretive signage, press releases, social media, and formal tours, Parks strives to provide high-quality, educational experiences to all visitors of the natural areas in our parks. All natural resource restoration projects include a component of volunteer involvement because of the culture of conservation and sense of ownership that it fosters in the community. We host 60+ volunteer events annually, all of which include time for environmental interpretation.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Adam Robbins
Title: Natural Resources Supervisor
Email: adam.robbs@ci.stpaul.mn.us
Phone: 651-632-2457

Street Address 1: 1100 Hamline Ave North

City, State ZIP Code: Saint Paul, MN 55108

Budget Details

Personnel

Name	Title / Work to be completed	Amount	Grant/Match	In-kind/Cash
Margaret Barnick	NR Technician/field work	\$2,800	Grant	(N/A)
Patrick Williamson	NR Technician/field work	\$2,800	Grant	(N/A)
Saint Paul Parks & Rec Staff	various/field work	\$7,500	Match	In-Kind

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
Conservation Corps MN	woodland enhancement	\$15,180	Grant	(N/A)
TBD Restoration Contractor	woodland enhancement	\$45,000	Grant	(N/A)

Professional Services

Professional Name	Description of Services	Amount	Grant/Match	In-kind/Cash
Community Volunteers	field work	\$7,500	Match	In-Kind

CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION (Continued)

Equipment/Tools/Supplies

Item	Purpose	Amount	Grant/Match	In-kind/Cash
Plant materials and supplies	plant community enhancement	\$8,970	Grant	(N/A)

Additional Funding

Additional Funding Amount: \$0

Budget Overview

Item Type	Grant	Match	Total
Personnel	\$5,600	\$7,500	\$13,100
Contracts	\$60,180	-	\$60,180
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	\$7,500	\$7,500
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	\$8,970	-	\$8,970
Additional Budget Items	-	-	-
Totals:	\$74,750	\$15,000	\$89,750

SITE INFORMATION

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

Land Manager

Name: Michael Hahm

Organization: City of Saint Paul Dept of Parks and Recreation

Title: Director

Phone: 651-266-6409

Email: michael.hahm@ci.stpaul.mn.us

Site Information

Habitat: Forest

Activity: Enhancement

Land Ownership: Local Government

(1) **Site Name:** Swede Hollow Park

DOW Lake #: (N/A)

Acres: 23

PLS Section: Township - 29, Range - 22W, Section - 32

Open to Public Hunting? No

Open to Public Fishing? No

NATURAL HERITAGE DATABASE REVIEW

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

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

CONSERVATION PARTNERS LEGACY GRANT

NATURAL HERITAGE DATABASE REVIEW *(Continued)*

Natural Heritage Mitigation: Elements within one mile of Swede Hollow Park:

Bombus affinis (rusty-patched bumblebee), *Haliaeetus leucocephalus* (bald eagle), *Falco peregrinus* (peregrine falcon), *Cycleptus elongatus* (blue sucker), *Actinonaias ligamentina* (mucket), *Elliptio crassidens* (Elephant-ear), *Plethobasus cyphus* (Sheepnose), *Reginaia ebenus* (Ebonyshell), *Quadrula nodulata* (Wartyback), *Ligumia recta* (Black Sandshell).

Birds: Bald Eagle, peregrine falcon - it is unlikely that site enhancement activities will negatively impact these species, but if nesting is observed near a work site then work that may harass these species will be delayed until after fledging occurs.

Mussels: Mucket, elephant-ear, Sheepnose, Wartyback, Ebonyshell, Black Sandshell. Care will be taken to control runoff of herbicides and to prevent siltation to the Mississippi River.

Herptiles: Any turtles or snakes observed will be allowed to move before resuming work, and any nests will be protected.

Wildlife-friendly erosion control will be used.

Insects: Rusty-patched bumblebee. Soil and leaf litter disturbance will be kept to a minimum. Herbicide use will be targeted and completed when bees are less active.

ATTACHMENTS

Additional Documentation

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

Letter of Support

File Name	Description
DBCC_Letter_to_Swede_Hollow_Park.pdf	Dayton's Bluff Community Council Letter
Swede_Hollow_-_FOSH_Letter_of_support_to_DNR.pdf	Friends of Swede Hollow Letter
Swede_Hollow_-_PPCC_Letter_of_support_to_DNR.pdf	Payne-Phalen Community Council Letter
Swede_Hollow_letter_of_support_CRWD.pdf	Capitol Region Watershed District Letter
Swede_Hollow_Letter_of_Support_LPCP.pdf	Lower Phalen Creek Project Letter
Swede_Hollow_Letter_of_Support_SPPC.pdf	Saint Paul Parks Conservancy Letter
Swede_Hollow_letter_of_support_Urban_Roots.pdf	Urban Roots Letter

Restoration Plan

File Name	Description
Swede_Hollow_Adaptive_Management_Plan.pdf	Swede Hollow Adaptive Management Plan, City of Saint Paul 2021
Swede_Hollow_Target_Plant_Communities.pdf	Swede Hollow Park Target Native Plant Communities, Friends of the Mississippi River 2011

Engineering/Survey/Design Plan

File Name	Description
Swede_Hollow_Park_-_Approved_Master_Plan_-_compressed.pdf	Swede Hollow Park Master Plan, City of Saint Paul 2019

FINAL APPLICATION SUBMISSION

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

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

CONSERVATION PARTNERS LEGACY GRANT

FINAL APPLICATION SUBMISSION *(Continued)*

- P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Adam Robbins

Organization / Agency: City of Saint Paul Dept of Parks and Recreation

Title: Natural Resources Supervisor

Date Signed: September 20, 2021

(CPL Grant Application ID = 1938)