

MEETING DATE: February 23, 2017

TITLE: Authorization to Execute an Agreement with Great River Greening to Perform Vegetation Restoration at Painter Creek and Mud Lake Sites

RESOLUTION NUMBER: 17-012

PREPARED BY: Laura Domyancich

E-MAIL: ldomyancich@minnehahacreek.org

TELEPHONE: 952-641-4582

REVIEWED BY: Administrator Counsel Program Director:
 Board Committee Engineer Program Manager: Tiffany Schaufler

WORKSHOP ACTION:

| | |
|---|---|
| <input type="checkbox"/> Advance to Board mtg. Consent Agenda. | <input type="checkbox"/> Advance to Board meeting for discussion prior to action. |
| <input type="checkbox"/> Refer to a future workshop (date): _____ | <input type="checkbox"/> Refer to taskforce or committee (date): _____ |
| <input type="checkbox"/> Return to staff for additional work. | <input type="checkbox"/> No further action requested. |
| <input checked="" type="checkbox"/> Other (specify): Not reviewed at Board Workshop. Seeking approval at February 23, 2017 Board Meeting. | |

PURPOSE or ACTION REQUESTED:

Final authorization is requested to execute an agreement with Great River Greening (Attachment 1) to perform invasive species removal and vegetation restoration at the former Chute, Rye, Waldera-Barkus, and Gould properties pursuant to a legislative appropriation earmarked to Great River Greening under the Minnesota Environment and Natural Resources Trust Fund.

PROJECT/PROGRAM LOCATION:

Former Chute, Rye, Waldera-Barkus (Painter Creek), and Gould (Mud Lake) properties in Minnetrista.

PROJECT TIMELINE:

Summer 2017 – Summer 2019 Project implementation.

PROJECT/PROGRAM COST:

Fund name and number: Project Maintenance & Land Management, 2003

Current budget: \$683,310

Expenditures to date: \$3645.66

Requested amount of funding: \$30,000 (MCWD contribution)

PAST BOARD ACTIONS:

December 11, 2014 – Resolution 14-105: Authorization to execute a Memorandum of Understanding with Great River Greening

February 26, 2015 – Resolution 15-018: Authorization to submit Partnership Proposals with Great River Greening to apply for Outdoor Heritage Fund and Environmental & Natural Resources Trust Fund grants

**DRAFT for discussion purposes only and subject to Board approval and the availability of funds.
Resolutions are not final until approved by the Board and signed by the Board Secretary.**

March 10, 2016 – Resolution 16-020: Authorization to Submit a Partnership Proposal with Great River Greening to apply for a LCCMR Grant

October 27, 2016 – Resolution 16-080: Authorization to Execute an Agreement with Great River Greening to Perform Vegetation Restoration at the Minnehaha Preserve.

SUMMARY:

In December 2014, the Board of Managers authorized execution of a Memorandum of Understanding with Great River Greening. Great River Greening has partnered with over 600 public and private entities, including cities, counties and community groups, empowering restoration and stewardship initiatives by providing matching funds, ecological expertise, project management, and community engagement.

Great River Greening has the distinguishing core competencies of a highly trained ecological staff, a dynamic community and youth involvement program, and a collaborative philosophy. In addition, they are able to help leverage funds from sources including the State of Minnesota Environmental Trust Fund and the Outdoor Heritage Fund.

Great River Greening has received an appropriation under Minnesota Laws. M.L. 2016, Chapter 186, Section 2, Subd. 08g appropriated a total of \$509,000 to the Commissioner of the Minnesota Department of Natural Resources for an agreement with Great River Greening. This appropriation is for *Upland, Wetland, and Shoreline Restoration in the Greater Metropolitan Area* to restore approximately 150 acres of forest, prairie, woodland, and wetland and 0.15 miles of shoreline throughout the greater Twin Cities metropolitan area, mobilizing volunteers, and conducting restoration and evaluation on previously restored parcels. Great River Greening will contribute \$115,000 toward this partnership project, and the District will provide a 21% match up to \$30,000. This proposed agreement arose out of the District's partnership with Great River Greening and would make use of this Environment and Natural Resources Trust Fund appropriation.

The project will involve invasive species removal and vegetation restoration conducted at the former Chute, Rye, Waldera-Barkus, and Gould properties. Work will be guided by this agreement, which details timing, financial obligations of both parties, and the scope of work to be implemented. Great River Greening's grant agreement with LCCMR requires that management decisions follow natural resources management plans, which MCWD developed for these sites.

RESOLUTION

RESOLUTION NUMBER: 17-012

TITLE: **Authorization to Execute an Agreement with Great River Greening to Perform Vegetation Restoration at the Painter Creek and Mud Lake Sites**

WHEREAS, the Minnehaha Creek Watershed District has invested substantial public resources in targeted creek corridors to acquire conservation rights, restore riparian lands and establish natural riparian corridors in order to pursue and achieve the District's water quality and water resource protection goals; and

WHEREAS, MCWD and Great River Greening have entered into a Memorandum of Understanding (MOU) which has established mutual goals and a cooperative framework within which the potential for beneficial and cost-effective projects and programs may be explored; and

WHEREAS, within the MOU both parties expressed their interest in integrating their strengths and capacities in order to develop and carry out a program to preserve, enhance, and extend the District's conservation property through expertise, partnership, community capacity building, and creative funding; and

WHEREAS, Great River Greening has received funding under the Environment and Natural Resources Trust Fund in the form of 79 percent cost share (\$115,000) to work with landowners and easement holders to restore and enhance natural systems throughout the greater Twin Cities metropolitan area; and

WHEREAS, District staff proposes to partner with Great River Greening with the support of this funding through this Agreement to implement invasive species removal and vegetation restoration at the Painter Creek and Mud Lake sites;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the Board President, on the advice of counsel, to execute an Agreement with Great River Greening to perform invasive species removal within the Minnehaha Creek Preserve and to supply the local cost-share element for that work, not to exceed \$30,000.

Resolution Number 17-012 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

Secretary Date: _____

**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
GREAT RIVER GREENING**

**Painter Creek and Mud Lake Projects
GRG Agreement #: CA0217MCWD-0**

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and Great River Greening, a non-profit corporation located in St. Paul MN (GRG). In consideration of the terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, MCWD and GRG agree as follows:

1. Scope of Work

GRG will perform the work described in the Scope of Services attached as Exhibit A (hereinafter, the "Services"). Exhibit A is incorporated into this agreement and its terms and schedules are binding on GRG as a term hereof.

2. Independent Contractor

GRG is an independent contractor under this agreement. GRG will select the means, method and manner of performing the Services. Nothing herein contained is intended or should be construed to constitute GRG as the agent, representative or employee of MCWD in any manner. Personnel performing the Services on behalf of GRG or a subcontractor will not be considered employees of MCWD and will not be entitled to any compensation, rights or benefits of any kind from MCWD.

The Services are to be funded in part by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR) that GRG has received under Minnesota Laws 2014, chapter 256, article 1, section 2, through the Commissioner, Minnesota Department of Natural Resources (MnDNR), for the purpose of restoring and enhancing natural systems associated with the greater Twin Cities metropolitan area. GRG is responsible to comply with any terms imposed by the governing legislation or the MnDNR related to the LCCMR funding. The MCWD has responsibilities under this agreement only as explicitly stated herein.

3. Subcontract and Assignment

GRG will not assign any obligation or interest in this agreement or any of the Services. Before subcontracting any of the Services, GRG will advise MCWD of its intent and obtain MCWD consent, not to be unreasonably withheld. Notice and consent will be by electronic mail or in other written form. MCWD consent to any subcontracting does not relieve GRG of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services.

4. Duty of Care; Indemnification

GRG will perform the Services with due care and with due professional care with respect to matters requiring professional expertise. GRG will indemnify, defend and hold harmless MCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of GRG's or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty. This obligation to indemnify, defend and hold harmless includes, but is not limited to, any act, cost, damage or liability to which the MCWD, its board members, employees or agents is subject by virtue of any obligation the MCWD assumes toward the State of Minnesota, its agents, and employees as a consequence of MOHF funding. For any claim subject to indemnification under this paragraph by an employee of GRG or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for GRG or the subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

MCWD will indemnify, defend and hold harmless GRG, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of MCWD's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty.

5. Funding

GRG has received as an appropriation under Minnesota Laws M.L. 2016, Chapter 186, Section 2, Subd. 08g appropriated \$509,000 to the Commissioner of MN-DNR for an agreement with Great River Greening for *Upland, Wetland, and Shoreline Restoration in Greater Metropolitan Area* to restore approximately 150 acres of forest, prairie, woodland, and wetland and 0.15 miles for shoreline throughout the greater Twin Cities metropolitan area using volunteers, and to conduct restoration and evaluation on previously restored parcels. As recipient of this funding, MCWD is subject to the terms as described in Exhibit B.

GRG desires to contribute \$115,000 towards the partnership project.

Agreement is effective until June 30, 2019.

6. Compensation and Terms of Payment

The Parties agree that GRG will complete or arrange for services to be completed under this Agreement. The cost of such services will be funded by joint contributions of the parties.

MCWD's contributions/compensation under this agreement shall be paid to GRG for expenses and costs necessary to complete the project described in the Scope of Work (Exhibit A).

GRG shall contribute \$115,000 match to MCWD's contribution over the course of the project. After MCWD's contribution, GRG shall assume fiscal responsibility for all services completed under this agreement. GRG's financial obligation, as set out above, shall be in accordance with the 2016 Environment and Natural Resources Trust Fund allocation which is attached and incorporated herein as Exhibit B.

GRG will invoice the MCWD no more frequently than monthly for staff costs in performing the Services, according to the hourly rates stated in Exhibit A. The MCWD will pay undisputed invoiced amounts within 30 days of receipt, to an aggregate of \$30,000.

On completion of the Services, GRG will document the cost of the Services. If the MCWD has paid less than \$30,000, the MCWD will pay an additional amount up to \$30,000 or 21 percent of the cost of the Services, whichever less. If MCWD payment has exceeded 21 percent of the cost of the Services, GRG will refund the excess.

GRG will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. GRG agrees that any authorized MCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

7. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until June 30, 2019.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and the term of this agreement.

8. Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, MCWD waives no immunity, defense or liability limit in tort. Nothing in this agreement creates a right in or waives an immunity, defense or liability limit with respect to any third party.

9. Insurance

At all times during the term of this Agreement, GRG will have and keep in force the following insurance coverages:

- A. Commercial general liability: \$1.5 million per occurrence and aggregate for bodily injury and property damages, on an occurrence basis, and including contract liability coverage.

B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, on an occurrence basis.

C. Workers' compensation: in accordance with legal requirements applicable to GRG.

Policy limits may be satisfied by a combination of primary and umbrella/excess coverage. GRG will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD as an additional insured for general liability, along with a copy of the additional insured endorsement establishing primary coverage on a noncontributory basis. The certificate will name MCWD as a holder and will state that MCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as GRG.

10. Compliance with Laws

GRG will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, GRG will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

11. Materials

GRG will not claim or register a copyright in any materials obtained or generated by GRG in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials are contained, documented or memorialized. MCWD may immediately inspect, copy or take possession of any materials on written request to GRG. On termination of the agreement, GRG may maintain a copy of some or all of the materials except for any materials designated by MCWD as confidential or non-public under applicable law, a copy of which may be maintained by GRG only pursuant to written agreement with MCWD specifying terms.

12. Data Practices; Confidentiality

If GRG receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) GRG possesses or has created as a result of this agreement, it will inform MCWD immediately and transmit a copy of the request. If the request is addressed to MCWD, GRG will not provide any information or documents, but will direct the inquiry to MCWD. If the request is addressed to GRG, GRG will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with MCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes GRG's obligations under this agreement with respect to protection of

MCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that GRG is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

GRG agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by MCWD and so denominated by MCWD. GRG will not use any such materials for any purpose other than performance of the Services without MCWD written consent. This restriction does not apply to materials already possessed by GRG or that GRG received on a non-confidential basis from MCWD or another party.

13. MCWD Property

All property furnished to or for the use of GRG or a subcontractor by MCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of MCWD and returned to MCWD at the conclusion of the performance of the Services, or sooner if requested by MCWD. GRG further agrees that any proprietary materials are the exclusive property of MCWD and will assert no right, title or interest in the materials. GRG will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by MCWD. Any property including but not limited to materials supplied to GRG by MCWD or deriving from MCWD is supplied to and accepted by GRG as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, GRG's duty of professional care under paragraph 4, above, does not extend to materials provided to GRG by MCWD or any portion of the Services that is inaccurate or incomplete as the result of GRG's reliance on those materials.

14. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To MCWD:

Laura Domyancich
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

Re: Painter Creek and Mud Lake Projects

To GRG:

Julia Bohnen
Great River Greening
35 Water Street, Suite 201
Saint Paul, MN 55107

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

15. Choice of Law, Venue and Jurisdiction

This agreement will be construed under and governed by the laws of the State of Minnesota.

16. Whole Agreement

Exhibit B, Grant Specific Information or Agreement-2016 Environment and Natural Resources Trust Fund Metro Corridors Phase IX, is attached hereto and incorporated herein. This agreement, including Exhibits A, B, and C (site maps), constitutes the entire agreement between the two parties and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. MCWD may amend this agreement only by action of the Board of Managers acting as a body. **IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this agreement.

DRAFT

GREAT RIVER GREENING

By _____
Deborah Karasov, Executive Director

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Lars Erdahl, Administrator

Date: _____

DRAFT

EXHIBIT A. MINNEHAHA CREEK WATERSHED DISTRICT PAINTER CREEK AND MUD LAKE SCOPE OF SERVICES

I. Scope of Services

Greening agrees to provide the following list of services for the Painter Creek (Waldera/Barkus, Rye, & Chute) and Mud Lake (Gould) sites. Greening is responsible for selecting all means and methods of performing the work and for doing so in accordance with all industry practices and requirements, all applicable laws and regulations, and standards of due and professional care. All activities will be coordinated with the Minnehaha Creek Watershed District (MCWD) project representative. Parties will concur on size, design, and location of any project signage that Greening posts at project sites.

Painter Creek I (Waldera/Barkus) – Hardwood Forest/Oak Woodland and Wetland Enhancement (16 acres) (see Exhibit C for project boundary)

Woody invasive treatment (buckthorn, exotic honeysuckle, etc.) (8 acres)

| Tasks | Timeline |
|---|------------------------|
| 1. Invasive exotics will either be forestry mowed, basal bark treated or cut/stump treated and removed by stack/burn or chip/remove. A combination of treatments may be used. | Winter 2017/2018 |
| 2. A follow-up herbicide spray in the following growing season will be used to treat resprouts and seedlings after the initial buckthorn treatment. | Late Summer/Fall 2018 |
| 3. Manage herbaceous weed species in disturbed forest areas. | Summer 2017/2018 |
| 4. Seed native seed mix in disturbed forest areas, including revegetation of burn pile locations. | Late fall 2018 or 2019 |

Wetland restoration (Greening will work with Minnehaha Creek Watershed District (MCWD) staff to identify 8 acres of cattails for treatment out of the proposed 12 acres highlighted on the map in Exhibit B).

| Tasks | Timeline |
|---|----------------|
| 1. Treatment will consist of an herbicide application to cattails. | Fall 2017 |
| 2. After treatment the area will be burned, mowed, or hayed. | Late Fall 2017 |
| 3. Follow-up treatment needs will be assessed. | Summer 2018 |
| 4. Follow-up herbicide applied as needed | Fall 2018 |
| 5. Regeneration and establishment of native species will be assessed. | Summer 2018 |

Painter Creek II (Rye) – Oak-Basswood Savanna Enhancement (10 acres) (see Exhibit C for project boundary)

Woody invasive treatment (buckthorn, exotic honeysuckle, etc.)

| Tasks | Timeline |
|---|-----------------------|
| 1. Invasive exotics will either be forestry mowed, basal bark treated or cut/stump treated and removed by stack/burn or chip/remove. A combination of treatments may be used. | Winter 2017/2018 |
| 2. A follow-up herbicide spray in the following growing season will be used to treat resprouts and seedlings after the initial buckthorn treatment. | Late Summer/Fall 2018 |

Manage upland prairie and wet meadow/wetland edge

| Tasks | Timeline |
|---|-----------|
| 1. Treat and control invasive/undesirable species through a combination of treatments including herbicide treatment, prescribed burning, spot mowing, mowing, haying. | 2017/2018 |

| | |
|-------------------------|---|
| 2. Reseed if necessary. | When Phalaris and other non-native cover is adequately controlled |
|-------------------------|---|

Painter Creek III (Chute) – Prairie Restoration (8 acres)
(see Exhibit C for project boundary)

Woody invasive treatment (buckthorn, exotic honeysuckle, etc.)

| Tasks | Timeline |
|---|-----------------------|
| 1. Invasive exotics will either be forestry mowed, basal bark treated or cut/stump treated and removed by stack/burn or chip/remove. A combination of treatments may be used. | Winter 2017/2018 |
| 2. A follow-up herbicide spray in the following growing season will be used to treat resprouts and seedlings after the initial buckthorn treatment. | Late Summer/Fall 2018 |

Prairie/wet meadow restoration – may apply different treatments to plots

| Tasks | Timeline |
|--|---|
| 1. A minimum of 2 herbicide treatments will be applied for site preparation. | Fall 2017/Fall 2018 |
| 2. A prescribed burn to facilitate site preparation will be implemented (or a burn alternative if conditions are not amenable to fire). | Fall 2017 |
| 3. Conduct soil test to assess nitrogen levels. Haying and/or cropping will be explored as a means to deplete soil nitrogen if nitrogen levels are excessive. It should be noted that haying alone is not adequate to control Phalaris arundinacea (reed canary grass). In addition, this unit may be too wet in some seasons for access by heavy equipment. | Spring 2017 Midsummer & Late Summer 2017 |
| 4. Site will be seeded with a native prairie/wet meadow seed mix. | When Phalaris and other non-native cover is adequately controlled |

Mud Lake (Gould) – Prairie Restoration (3 acres) (see Exhibit C for project boundary)

Woody invasive treatment (buckthorn, exotic honeysuckle, etc.)

| Tasks | Timeline |
|---|-----------------------|
| 1. Invasive exotics will either be forestry mowed or cut/stump treated and pile burned or a combination. | Winter 2017/2018 |
| 2. A follow-up herbicide spray in the following growing season will be used to treat resprouts and seedlings after the initial buckthorn treatment. | Late Summer/Fall 2018 |

Prairie restoration

| Tasks | Timeline |
|---|--|
| 1. A minimum of 2 herbicide treatments will be applied for site preparation. | 2017/2018 |
| 2. A prescribed burn to facilitate site preparation will be implemented (or a burn alternative if conditions are not amenable to fire). | 2017 |
| 3. Conduct soil test to assess nitrogen levels. Haying and/or cropping will be explored as a means to deplete soil nitrogen in areas where nitrogen levels are excessive. | Spring 2017 Midsummer & Late Summer 2017 |

| | |
|--|--|
| 4. Site will be seeded with a native prairie seed mix. | When non-native cover is adequately controlled |
|--|--|

Greening staff ecologist will coordinate with MCWD staff on seed or plant lists developed for the project. Herbicide records will be provided to MCWD as electronic files within 2 weeks of herbicide application. Project oversight will be provided by a Greening staff ecologist.

Great River Greening Staff Hourly Rates

| | |
|---------------------------|-----------|
| Project Manager/Ecologist | \$80/hour |
| Volunteer Coordinator | \$60/hour |
| Field Coordinator | \$55/hour |
| Field Technician | \$45/hour |

DRAFT

EXHIBIT B: GRANT Specific Information or Agreement
State of Minnesota – 2016 Environment and Natural Resources Trust Fund
Metro Corridors Phase IX

Grantee

Great River Greening
35 West Water Street, Suite 201
Saint Paul, MN 55107
(651) 665-9500

Landowner

Minnehaha Creek Watershed District
15320 Minnetonka Blvd
Minnetonka, MN 55345
(952) 471-0590

Great River Greening has received as an appropriation under Minnesota Laws M.L. 2016, Chp. 186, Sec. 2, Subd. 08g appropriated \$509,000 to the Commissioner of MN-DNR for an agreement with Great River Greening for *Upland, Wetland, and Shoreline Restoration in Greater Metropolitan Area* to restore approximately 150 acres of forest, prairie, woodland, and wetland and 0.15 miles of shoreline throughout the greater Twin Cities metropolitan area, using volunteers, and to conduct restoration and evaluation on previously restored parcels.

1.1 GENERAL CONDITIONS

1.2 COMPLIANCE

The Landowner acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust Fund"), which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The Landowner is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the Project.

1.3 ACCESS

The Landowner agrees to allow Greening, the Legislative-Citizen Commission on Minnesota Resources (LCCMR), and associates access to the Landowner's site and Landowner's activities for evaluation and promotion of the project. Access will be at reasonable times and with sufficient prior notification, and will extend ten (10) years beyond the project completion date.

2.1 PROJECT

2.2 CONTRIBUTIONS

Greening's and Landowner's contributions must be for actual and direct costs for the Project Work. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminates the Agreement before its expiration, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund prior to final termination for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement. For these purposes the total cost of the habitat restoration projects to the Minnesota Environment and Natural Resources Trust Fund are agreed to be \$115,000.

2.3 ACKNOWLEDGMENTS

The Landowner agrees to acknowledge the Trust Fund's financial support for this Work in any statement, press release, bid solicitation, project publications, and other public communications and outreach related to the work completed using the Trust Fund appropriation. The acknowledgement will contain the following language and/or logo(s):

(Partial) funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR).



Landowner agrees to maintain signs installed by Greening at the project site that includes this logo, and will include it in permanent signage installed by Landowner.

2.4 ECOLOGICAL AND RESTORATION MANAGEMENT PLAN

For all restorations conducted with money appropriated under this section, Greening must prepare or review an ecological restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation 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 of the restoration projects. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species native to Minnesota, 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 take advantage of the best available science and include innovative techniques to achieve the best restoration. The plan and its implementation will follow the current version of Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines (http://www.bwsr.state.mn.us/native_vegetation/seeding_guidelines.pdf June 2015 version).

2.5 RESTORATION EVALUATION

Greening must provide an initial restoration evaluation to LCCMR at the completion of the appropriation and an evaluation three years beyond the completion of the expenditure. Restorations must be evaluated relative to the stated goals and standards in the restoration plan, current science, and, when applicable, the Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines. The evaluation shall determine whether the restorations are meeting planned goals, identify any problems with the implementation of the restorations, and, if necessary, give recommendations on improving restorations. The evaluation shall be focused on improving future restorations.

2.6 LONG TERM RESTORATION

The Landowner acknowledges the long term maintenance and enhancement needs of the restoration process to achieve restoration goals. The Landowner agrees to maintain restoration for a minimum of 10 years. The Recipient agrees to make reasonable good faith effort to significantly contribute to the successful maintenance of the project.

If the Landowner(s) should fail to maintain the habitat restoration for 10 years, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement.

2.7 PROTECTED LAND

Landowner testifies that the restoration project is 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; and will provide reasonable written documentation of such protection.

2.8 CONTRACTING

Landowner understands that Greening must give consideration to Conservation Corps Minnesota or its successor for sub- contract restoration and enhancement services.

2.9 POLLINATOR HABITAT ENHANCEMENT

DNR practices and guidelines for pollinator habitat enhancement http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf (December 2014) must be used for all habitat enhancement or restoration of lands.

EXHIBIT C: Project Areas



Painter Creek Sites





Mud Lake - Gould Site

