



## Natural Resource Improvement Grant Agreement for Project Installation, Operation and Maintenance

**Project Owner and Location:**

|                                      |   |              |  |
|--------------------------------------|---|--------------|--|
| <b>Name</b><br>City of Saint Francis | <b>Address</b><br>22635 Vintage St NW, St. Francis,<br>MN 55070 | <b>Phone</b> | <b>Email</b><br><a href="mailto:pcarpenter@stfrancismn.org">pcarpenter@stfrancismn.org</a><br><a href="mailto:jshook@stfrancismn.org">jshook@stfrancismn.org</a> |
|--------------------------------------|---|--------------|--|

**Project Location:**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| <b>Address</b><br>Same as above | <b>Watershed</b><br>Upper Rum River |
|---------------------------------|-------------------------------------|

THIS AGREEMENT is made and entered into by and between City of Saint Francis (“OWNER”) and the Anoka Conservation District, a Minnesota Special Purpose Unit of Government with powers set forth in Minnesota Statutes 103C (“ACD”).

**WITNESSETH:**

WHEREAS, Owners own property located at 22635 Vintage St NW, St. Francis, MN 55070 (Project Location); and

WHEREAS, Owner and ACD have a mutual interest in natural resources improvement or protection, specifically including pollutions reduction in the Rum River and enhancing in-stream habitat within the Rum River; and

WHEREAS, the Owner has applied to the ACD for at Natural Resource Improvement Grant, and the ACD Board has approved to install a Cedar Tree Revetment (Project);

WHEREAS, the Owner wishes to accept the Natural Resources Improvement Grant, comply with ACD grant policies, install the project, and provide ongoing maintenance for the project life;

NOW, THEREFORE, in consideration of mutual covenants herein, Owner and ACD agree as follows:

**1. Responsibilities**

1.1. Responsibilities of the parties are summarized in Exhibit A (Statement of Work), Exhibit B (Project Design) and Exhibit C (Operations and Maintenance Guidelines).

**2. Project Effective Life**

2.1. The Project Effective Life is the period during which the Project is expected to function and achieve natural resource goals and during which the owner is expected to perform Project operations and maintenance. The Effective Life for this Project is 10-years after the Project Completion Date.

**3. Project Completion Date**

3.1. Project will be installed by the date specified in the Scope of Work. Expenses after that date are not eligible for grant payment or as grant match unless approved by ACD.

3.2. Project Completion Date, for the purpose of determining the start date of the Project Effective Life, will be evidenced by a Project Close Out form signed by ACD.

**4. Term**

- 4.1. This Agreement shall commence when executed by both parties.
- 4.2. This Agreement shall remain in effect during the Effective Life of the Project.
- 4.3. ACD may terminate this Agreement with seven days' notice in the event of insufficient funds, factors that ACD deems compromise the Project's cost effectiveness toward public benefits, or for other reasons at the ACD's sole discretion.
- 4.4. The Owner may terminate this Agreement with seven days' notice. The Owner is responsible for their portion of costs, as described in Exhibit A (Statement of Work), incurred through the date of cancellation.

**5. Grant Payments**

- 5.1. ACD will issue grant payments for eligible Project expenses as described in Exhibit A (Statement of Work). The manner in which payments will be made is:
  - 5.1.1.  **Direct payment:** ACD will directly pay invoices for eligible project expenses to contractors or vendors.

**6. Project Financial Management**

- 6.1. ACD and Owner agree to work cooperatively to manage cash flow for Project construction costs to minimize short-term financial burdens on the Owner, while still ensuring Project contractor is paid in a timely manner.
- 6.2. Expenses for ACD staff time to perform grant administration, project development, design/engineering, and construction management in excess of those anticipated (Exhibit A) shall be the sole responsibility of ACD.

**7. Project Performance**

- 7.1. If the Project is installed per the Statement of Work and Project Design and fails to perform as intended under normal operational and environmental conditions, ACD will provide Design modification guidance and seek funding to assist with the installation of a Project repair. Owner(s) agrees to cooperate with ACD throughout this process.
- 7.2. In no case shall the ACD provide financial assistance for the reapplication of a practice that was removed by the owner during its effective life without consent of the ACD, for a practice that was not installed per the Design, or that failed due to improper operations and maintenance.

**8. Ownership and Maintenance**

- 8.1. Owner, and their respective successors and assigns, shall have the full and sole responsibility for the operation, maintenance, and repair of the Project. Should the Project fail to function over its Effective Life due to Owner's failure to comply with this agreement, the Owner shall pay to ACD, the lesser of 100% of the cost to rehabilitate or refurbish the Project to its Design performance, install a project of equivalent water quality benefit elsewhere as determined by the ACD, or up to 150% of the total amount of financial assistance provided.
- 8.2. If Owner fails to maintain the Project according to Exhibit D - Operation and Maintenance Plan after 30 days' written notice to Owner from ACD, ACD or its contractor may complete the maintenance and the Owner shall reimburse ACD for full cost of the work. ACD will notify the Owner by certified mail of the intent to complete maintenance.
- 8.3. In the event that the Project integrity is compromised due to reasons beyond Owner's control, Owner will immediately notify ACD. Owner(s) is not liable for financial assistance received if the failure was caused by reasons beyond the Owner's control, or if alternative conservation practices are applied at Owner's expense that provide equivalent protection of soil and water resources as determined by ACD.

**9. Prevailing Wages**

- 9.1.  Prevailing wages DO NOT apply to this project because:
  - 9.1.1.  The Project does not use state funds.
  - 9.1.2.  The total estimated cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it.
  - 9.1.3.  The total estimated cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.
- 9.2.  Prevailing wages DO apply to this project. Contracts for state projects or using state funds, including cost share projects, are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry (Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120). Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalty.
- 9.3. The party that hires the installation contractor (Contracting Authority) for the Project is:
  - ACD
  - Owner

**10. Assurances and Liability**

- 10.1. Owner attests that they are the owner of record for the Property and that Owner has the authority to enter into this agreement and that all other entities with real interest in the Property have provided a written project concurrence to move forward with the Project.
- 10.2. Owner(s) agrees to indemnify, defend, and hold harmless the ACD from all present and future claims that may arise from the installation, operations and maintenance of the Project located on the Property.

**11. Site Access and Signage**

- 11.1. ACD or its partners or contractors are granted access to the Property and may bring others to the Property, at reasonable times and with prior notice to Owner, for construction, maintenance, or to view the Project. This paragraph does not create any right of public entry onto Owner's property except as coordinated with Owner and accompanied by a representative of ACD or its partners.
- 11.2. ACD may enter onto the Property to complete routine inspections of the Project at reasonable times without prior notice to or approval from Owner. ACD representatives will attempt to inform Owner (if present) of the inspection upon arrival.
- 11.3. Owner agrees to allow ACD to place and maintain interpretive or accreditation signage at the Project site.

**12. Publicity and Education**

- 12.1. Owner(s) acknowledges and agrees that ACD may distribute project information such as, but not limited to, project cost, location, design specifications, benefits, photos, and landowner name for promotional and educational purposes.

**13. Property**

- 13.1.  If title to this land is transferred to another party before expiration of the Project Effective Life, it shall be the responsibility of the Owner(s) to inform ACD of the transfer and facilitate communication between ACD and the new owner with the goal of perpetuating Project operations and maintenance.



**14. Audit Disclosure and Retention of Record**

14.1. Owner agrees to make available to representatives of ACD and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Owner that are pertinent to the provision of services hereunder. The Owner further agrees to maintain all such required records for the greater of six (6) years after Project Installation date, or the life of the project.

**15. Dispute Resolution**

- 15.1. Any and all disputes arising under, pertaining to or touching upon this Agreement, or the statutory rights or obligations of either party hereto, shall, if not settled by negotiation, be subject to non-binding mediation before an independent mediator. Notwithstanding the foregoing, any party may seek preliminary injunctive or other judicial relief if such action is necessary to avoid irreparable damage during the pendency of the proceedings described in this Section.
- 15.2. Any demand for mediation shall be made in writing and served upon the other party to the dispute, by certified mail, return receipt requested, or by personal service. The demand shall set forth with reasonable specificity the basis of the dispute and the relief sought.
- 15.3. The mediation hearing will occur at a time and place convenient to the parties in Anoka County, Minnesota, within thirty (30) days of the date of selection or appointment of the mediator. Mediation or the waiver of mediation by both parties shall be a condition precedent to arbitration, the filing/serving of any lawsuit, or any other legal action. Mediation shall be conducted by a qualified neutral mediator selected by mutual agreement of the parties. If the parties cannot mutually agree upon a mediator within 14 days of notice under this section, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall designate a mediator who is a licensed attorney with general knowledge of contract law and who has no ongoing relationship with either party.
- 15.4. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.
- 15.5. The law of the State of Minnesota shall govern all questions as to the validity, performance and enforcement of this Agreement. This Agreement shall be interpreted according to the laws of the State of Minnesota. All proceedings regarding this Agreement and project will be held in the State of Minnesota’s 10<sup>th</sup> Judicial District, Anoka County District Court.

**16. Counterparts**

16.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

**17. Entire Agreement**

17.1. This agreement includes the following, which are incorporated by reference.

- 17.1.1. Exhibit A (Statement of Work),
- 17.1.2. Exhibit B (Project Design), and
- 17.1.3. Exhibit C (Operations and Maintenance Plan).

17.2. Any modification or cancellation of this agreement shall be in writing and signed by both parties.

17.3. Any written notice provided under this Agreement will be sent to the following recipients:

**OWNER:**

Name: City of Saint Francis

Address1: 22635 Vintage St NW

Address2: Saint Francis, MN 55070

**ACD:**

Anoka Conservation District

1318 McKay Drive NE, Suite 300

Ham Lake, MN 55304

Project ID:           Rum River, City of St. Francis, Streambank Stabilization, 2024          



**OWNER(S)**

**ANOKA CONSERVATION DISTRICT**

\_\_\_\_\_Signature

\_\_\_\_\_Signature

\_\_\_\_\_Date

\_\_\_\_\_Title

\_\_\_\_\_Signature

\_\_\_\_\_Date

\_\_\_\_\_Date

**EXHIBIT A**  
**STATEMENT OF WORK**  
**Streambank Stabilization**

**TO THE AGREEMENT BETWEEN**  
**City of Saint Francis and the Anoka Conservation District**

This Statement of Work describes work that the Owner will perform pursuant to the Agreement. All activities specified and detailed herein shall be performed in accordance with the Agreement, ACD Policy, and applicable federal and state laws and regulations and local ordinances.

**SCOPE OF ACTIVITY**

**A. Summary of Work:** Approximately 345’ of Rum Riverbank within Rum River Woods Park has moderate erosion. The riverbank of Rum River Woods Park is wooded with diverse vegetation established. The hillside is very steep with a small shelf at the bottom of the slope. Rum Woods Park has an unofficial access trail down to the river but is not heavily used. Protecting against further erosion and maintaining the current back conditions will help prevent larger scale erosion issues in the future. Erosion severity along the bank is mild/moderate which makes a cedar tree revetment a viable option to effectively protect the toe of the bank. Bare root natives will be planted along the top of the installed revetment the following spring to further stabilize the bank and to enhance riparian habitat.

ACD staff and Conservation Corps MN & Iowa crew time will be utilized to install a cedar tree revetment project along 345’ of eroding bank. The project will be installed as part of the Anoka Conservation District contract with Anoka County Parks to install 2,000 linear feet of cedar tree revetment on eroding Rum riverbanks.

**Project Alternatives Considered:** What other projects, approaches or project elements have been considered and why is the proposed project preferable?

- Do nothing: The bank will continue to erode back and progressively become more severe and more trees will be lost. This will increase sediment loading to the river, and make stabilization of the bank in the future more expensive.
- Armor the bank: We alternatively could armor the bank with rock, but this would cost far more along a reach of this length, and is not necessary at these early stages of erosion.

**Environmental Benefits:** Removal of 6.52 tons of sediment and 5.54 lbs. of phosphorus input into the Rum River annually. Enhances and protects 345’ of riparian-aquatic transitional habitat and provide new in-stream habitat.

**B.** Work must be completed in a manner consistent with the Project Agreement.



**C. Project Location:**



**D. Existing Conditions:**







- E. Activity Timeline:** The Project must be installed between Agreement execution and 11/1/2024.
- F. Eligible Expenses:** Materials and labor consistent with the approved design.
- G. Ineligible Expenses:** Expenses incurred prior to grant approval are ineligible. Expenses not consistent with the approved design. Aesthetic components without natural resources benefits. Structures to allow water access, such as stairs. Others per ACD policy.





**H. Responsibilities**

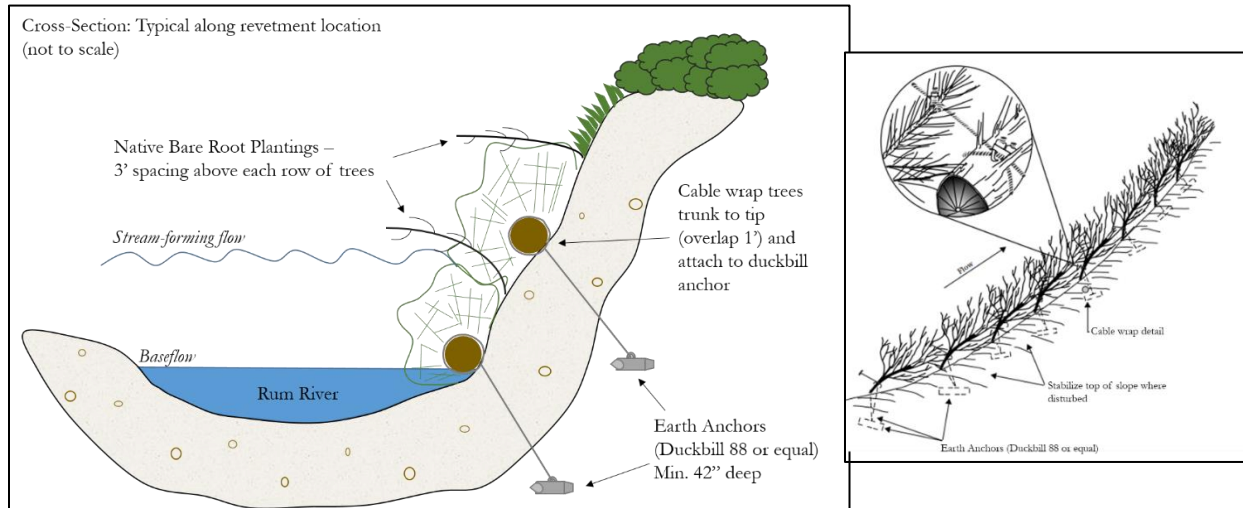
| Task   | Stipulation  | Responsibility |     |
|--|--|----------------|-----|
|  |  | Owner          | ACD |
| Complete or secure a project design/plan   | Design/plan must be developed by a qualified professional in accordance with funding source design specifications. |                | X   |
| Approve project design   | Construction shall not begin until both the Owner and ACD approve the Design.                                      | X              | X   |
| Secure all permits   | Anticipated permits needed include:  |                | X   |
| Secure construction quotes   | ACD will be installing the project.  |                | X   |
| Secure and pay installation contractor(s) and materials                          |  |                | X   |
| Install the project  |  |                | X   |
| Oversee and approve installation   |  |                | X   |
| Pay for labor, materials, and other construction expenses                        | 10% of expenses, landowner contribution not to exceed cost estimate.   | X              | X   |
| Document expenses  |  |                | X   |
| Project closeout   | Sign project closeout form   | X              | X   |
| Comply with operations and maintenance requirements for the life of the project. |  | X              |     |
| Complete routine project inspections and provide maintenance guidance.           |  |                | X   |
| Comply with ACD Cost Share Policy  |  | X              | X   |

**ESTIMATED PROJECT COST RESPONSIBILITIES**

| ELEMENT                   | EST COST (\$) |             | RESPONSIBILITY (%) |     |
|---------------------------|---------------|-------------|--------------------|-----|
|                           | OWNERS        | ACD         | OWNERS             | ACD |
| Admin/Design/Construction | \$1,150.65    | \$10,355.76 | 10%                | 90% |
| Materials                 | \$228.75      | \$2,058.80  | 10%                | 90% |
| TOTAL                     | \$1,379.39    | \$12,414.56 |                    |     |

Final actual costs to be shown on Project Close Out Form.

## Exhibit B – Project Design



| MATERIALS   |                    | Qty | Unit     | Unit Cost  | Subtotal    | Contingency 15%  | Total            |
|---|--------------------|-----|----------|------------|-------------|------------------|------------------|
| <b>CPL Grant eligible expenses</b>  |                    |     |          |            |             |                  |                  |
| Cut cedar trees (12'-15')   |                    | 46  | tree     | \$ 20.00   | \$ 920.00   |                  | 920.000          |
| Duckbill anchors (medium- model 88)   |                    | 48  | each     | \$ 15.27   | \$ 732.74   | \$ 109.91        | 842.651          |
| Galvanized cable (1/4" dia)   |                    | 168 | ft       | \$ 0.88    | \$ 147.84   | \$ 22.18         | 170.016          |
| Horseshoe clamps (1/4")   |                    | 96  | clamp    | \$ 0.35    | \$ 33.60    | \$ 5.04          | 38.640           |
| Bare-root Plants  |                    | 115 | each     | \$ 2.75    | \$ 316.25   |                  | 316.250          |
| Other tools provided by ACD: post driver, socket set, cable cutter, pruning saw, safety equipment |                    |     |          |            |             |                  |                  |
| <b>Grant ineligible expenses</b>  |                    |     |          |            |             |                  |                  |
| None  |                    |     |          |            |             |                  |                  |
|   |                    |     |          |            |             | Materials, Total | 2287.557         |
| <b>LABOR/EQUIP</b>  |                    |     |          |            |             |                  |                  |
|   |                    | Qty | Unit     | Unit Cost  | Subtotal    | Contingency 15%  | Total            |
| <b>Grant eligible expenses</b>  |                    |     |          |            |             |                  |                  |
| Project planning, permitting, design, materials ordering, contracts, grant reporting and related  | ACD Staff          | 10  | hour     | \$78.00    | \$ 780.00   | \$ 117.00        | 897.000          |
| Cedar cut, limb, transport  | ACD Staff          | 10  | hour     | \$72.00    | \$ 720.00   | \$ 108.00        | 828.000          |
| Cedar transport   | Hauling Contractor | 1   | n/a      | \$900.00   | \$ 900.00   | \$ 135.00        | 1035.000         |
| Installation oversight/assistance   | ACD Staff          | 30  | hour     | \$72.00    | \$ 2,160.00 | \$ 324.00        | 2484.000         |
| Bare Root Plantings   | ACD Staff          | 8   | hour     | \$72.00    | \$ 576.00   | \$ 86.40         | 662.400          |
| <b>CCM crew grant</b>   |                    |     |          |            |             |                  |                  |
| Revetment install   | CCM Crew Day       | 5   | crew day | \$1,120.00 | \$ 5,600.00 |                  | 5600.000         |
|   |                    |     |          |            |             | Labor, Total     | 11506.400        |
| <b>ESTIMATED PROJECT TOTAL</b>  |                    |     |          |            |             |                  | <b>13793.957</b> |

- ACD to provide all trees, hardware, bare-root plants and labor.
- Cedars should be >10' tall and of a single sturdy stem (no split main stems).
- Cedars should have robust branches.
- Installation should start so that subsequent trees are shingled to prevent water flow from undermining the trees.
- Each tree should overlap the next by >1.5'.
- Trees will be limbed on one side to insure contact with the riverbank.
- Trees will be placed at the toe of the bank.
- Run 3' section of steel cable through the anchor eyelet.
- Attach cable with horseshoe clamp to the trunk and overlap material of the tree.
- Duckbill earth anchors (model-88) should be driven at a 45° angle into the substrate at each tree joint and at the beginning and ending point of each row.
- Anchors must be driven so that only the eyelet of the cable is exposed.
- Trees should not be able to be pulled away from the bank once installed.
- Fully install the bottom row of revetment before installing a top row.
- Plant bare root native species at 3' spacing above each row.



## Exhibit C – Operation & Maintenance Plan

# Operations and Maintenance Guidelines for Streambank Stabilizations Utilizing Cedar Tree Revetments and Bare Root Plantings

This document describes important tasks that should occur on a regular basis to ensure the success of a streambank stabilization project. Neglected maintenance leads to more severe problems that are more difficult to correct.

| Task  | Frequency                              |                              |                              | Equipment Needed   |
|---|--|------------------------------|------------------------------|--|
|   | Year 1                                 | Year 2                       | Year 3+                      |  |
| <b>Bare Root Inspections</b><br>Observe sprouting and survival rates.   | 1x during the growing season           | 1x during the growing season | 1x during the growing season | Loppers  |
| <b>Bare Root Replacement</b><br>Replace areas where bare root plantings have not survived. ACD may be able to provide new plants.   | As needed, early spring and late fall. |                              |                              | Loppers, live stakes   |
| <b>Revetment Inspections</b><br>Inspect anchored trees for settling, sinking, washout or lost trees. For loose trees, Additional anchors may be available from ACD. In the case of lost trees, contact ACD for possible replacement.                                    | 1x during low water                    | 1x during low water          | 1x during low water          |  |
| <b>Revetment Repairs</b><br>For loose trees, additional anchors may be available from ACD. For lost trees, contact ACD for possible replacement. For void spaces, pack cut branches (cedar or hardwood preferred) under secured trees in a manner that fills the voids. | As needed                              | As needed                    | As needed                    | Earth anchors, anchor driving rod and fence post driver, saw, cut branches, or others. |

If you have any other questions, concerns, or identify problems, contact the Anoka Conservation District at 763-434-2030