

Natural Resource Improvement Grant Agreement for Project Installation, Operation, and Maintenance of Dellwood River Park Habitat Enhancement

Project Owner and Location:

Name	Address	Phone	Email
City of St. Francis	3750 Bridge St. NW St. Francis, MN 55070	763-753-2630	pcarpenter@stfrancismn.org

Project Location:

Address	Watershed
Dellwood River Park – 22854 Silverod St. NW, St. Francis, MN 55070	Upper Rum River WMO

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

WITNESSETH:

WHEREAS, Owner owns real property at 22854 Silverod St. NW, St. Francis, MN 55070, also known as “Dellwood River Park” located in Anoka County, Minnesota (Project Location); and

WHEREAS, Owner and ACD have a mutual interest in natural resources improvement or protection, specifically enhancing habitat in and along the Rum River; and

WHEREAS, ACD has secured Outdoor Heritage Grant Funds from the Clean Water, Land, and Legacy Amendment to enhance habitat in the Rum River Corridor; and

WHEREAS, the ACD Board has approved use of grant funds to enhance habitat in Dellwood River Park (Project); and

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

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 (Maintenance Plan), and Exhibit C (Project Design).

2. Term

- 2.1. This Agreement shall commence when executed by both parties.
- 2.2. 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.
- 2.3. 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 and additional costs to complete work started but not completed prior to cancellation.

3. Grant Payments

- 3.1. 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:
 - 3.1.1. **Direct payment:** ACD will directly pay invoices for eligible Project expenses to contractors or vendors.
4. **Owner Payments**
 - 4.1. Owner will issue payments to ACD as follows:
 - 4.1.1. **Construction escrow:** Prior to the start of construction of the Project, the Owner shall pay to the ACD the total Owner's estimated financial responsibility to construct the Project as shown in the Statement of Work or an updated amount based on actual construction bids, whichever is greater.
5. **Project Financial Management**
 - 5.1. 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.
6. **Project Establishment Period**
 - 6.1. The Project Establishment Period shall be from the date of execution of this agreement through June 30, 2030. Expenses after that date are not eligible for grant payment or as grant match unless approved by 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 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. If Owner fails to maintain the Project according to Exhibit B (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.
 - 8.2. 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 need to be paid for construction of 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.
 - 9.2. The party that hires the installation contractor (Contracting Authority) for the Project is: ACD
 - 9.3. The Contracting Authority is responsible for ensuring the provisions of the prevailing wage law are met, if applicable. These duties include:

- 9.3.1. Ensure the contract between the Contracting Authority and contractor(s) performing construction and enhancement work specifically states prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay. The Contracting Authority shall incorporate into its proposals and all contracts the applicable wage determinations for the contract along with the contract language provided by the commissioner of labor and industry to notify the contractor and all subcontractors of the applicability of MN Statute sections 177.41 to 177.44. The contract must also provide that the Contracting Authority shall demand, and the contractor or subcontractor shall furnish, copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all the data required by MN Statute section 177.30. For complete rules and requirements see MN Statutes 177.41 to 177.44 and corresponding MN Rules 5200.1000 to 5200.1120.
- 9.3.2. Ensure the ACD receives copies of the assurances, such as payroll records, received from the contractor to prove that the prevailing wage law is met. ACD will not issue future grant payments, and may require return of grant funds already paid, if these documents are not provided or if there is a violation of the prevailing wage law by the contractor.

10. Assurances and Liability

- 10.1. Owner attests that they have 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. Ensure the construction contractor is licensed in the state of MN, holds general liability insurance of no less than one million dollars per occurrence, and is bonded in an amount equal to anticipated construction costs.
- 10.3. Owner 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.
- 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 or easement to this land are transferred to another party or terminated it shall be the responsibility of the Owner 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 venued in the State of Minnesota's 10th 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 (Maintenance Plan).
 - 17.1.3. Exhibit C (Project Design), and
- 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:

City of St. Francis
3750 Bridge St. NW
St. Francis, MN 55070
Attn: Public Works Director

ACD:

Anoka Conservation District
1318 McKay Drive NE, Suite 300
Ham Lake, MN 55304

Project ID: Dellwood River Park Habitat Enhancement



IN WITNESS WHEREOF, this Agreement is executed by the parties hereto.

OWNER

ANOKA CONSERVATION DISTRICT

Signature

Signature

Title

Title

Date

Date

EXHIBIT A
STATEMENT OF WORK
Dellwood River Park Habitat Enhancement

TO THE AGREEMENT BETWEEN
City of St. Francis and the Anoka Conservation District

This Statement of Work describes work that the Owner and ACD 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:** This project will enhance native habitat in Dellwood River Park by restoring open grass areas to a native plant community and removing invasive buckthorn from wooded areas. Work must be completed in a manner consistent with the Project Agreement.
- B. Activity Timeline:** Establishment work must occur between Agreement execution and 06/30/20230.
- C. Eligible Expenses:** Materials and labor consistent with the Design.
- D. Ineligible Expenses:** Expenses incurred prior to grant approval are ineligible. Examples include; expenses not consistent with the Design, aesthetic components without natural resource benefits, structures to allow water access, others per ACD policy.

E. Project Responsibilities

Task	Stipulation	Responsibility	
		Owner	ACD
Sign project agreement	Construction shall not begin until this agreement is executed.	X	X
Secure all permits	No permits anticipated		X
Secure construction quotes	Public bid required over \$175,000. Not anticipated for this project.		X
Secure and pay installation contractor(s) and materials			X
Verify contractor licensing and insurance	Ensure construction contractor is licensed in the State of MN and holds general liability insurance of no less than one million dollars per occurrence.		X
Install the project			X
Oversee and approve installation			X
Pay for labor, materials, and other construction expenses	Owner to provide construction escrow: see project cost responsibilities table below.		X

Document expenses	Labor invoices must list the vendor, project site, materials/labor/equipment provided, and date(s) of work. Volunteer labor is valued at \$25/hr and must be documented with a volunteer time sheet signed by the volunteer or work supervisor.		X
Project closeout	Signed record plan, prevailing wage documentation, IC134, lien waivers		X
Follow maintenance guidelines		X	
Complete routine project inspections and provide maintenance guidance.			X
Comply with ACD Cost Share Policy		X	X

F. Estimated Project Cost Responsibilities

ELEMENT	EST COST (\$)		PARTNER %	
	OWNERS	ACD	OWNERS	ACD
Administration/ Project Development/ Contractor Management		\$6,000		100
Construction/Establishment	\$4,215	\$80,090	5	95
TOTAL	\$4,215	\$86,090		

Exhibit B –Maintenance Plan

Maintenance Plan

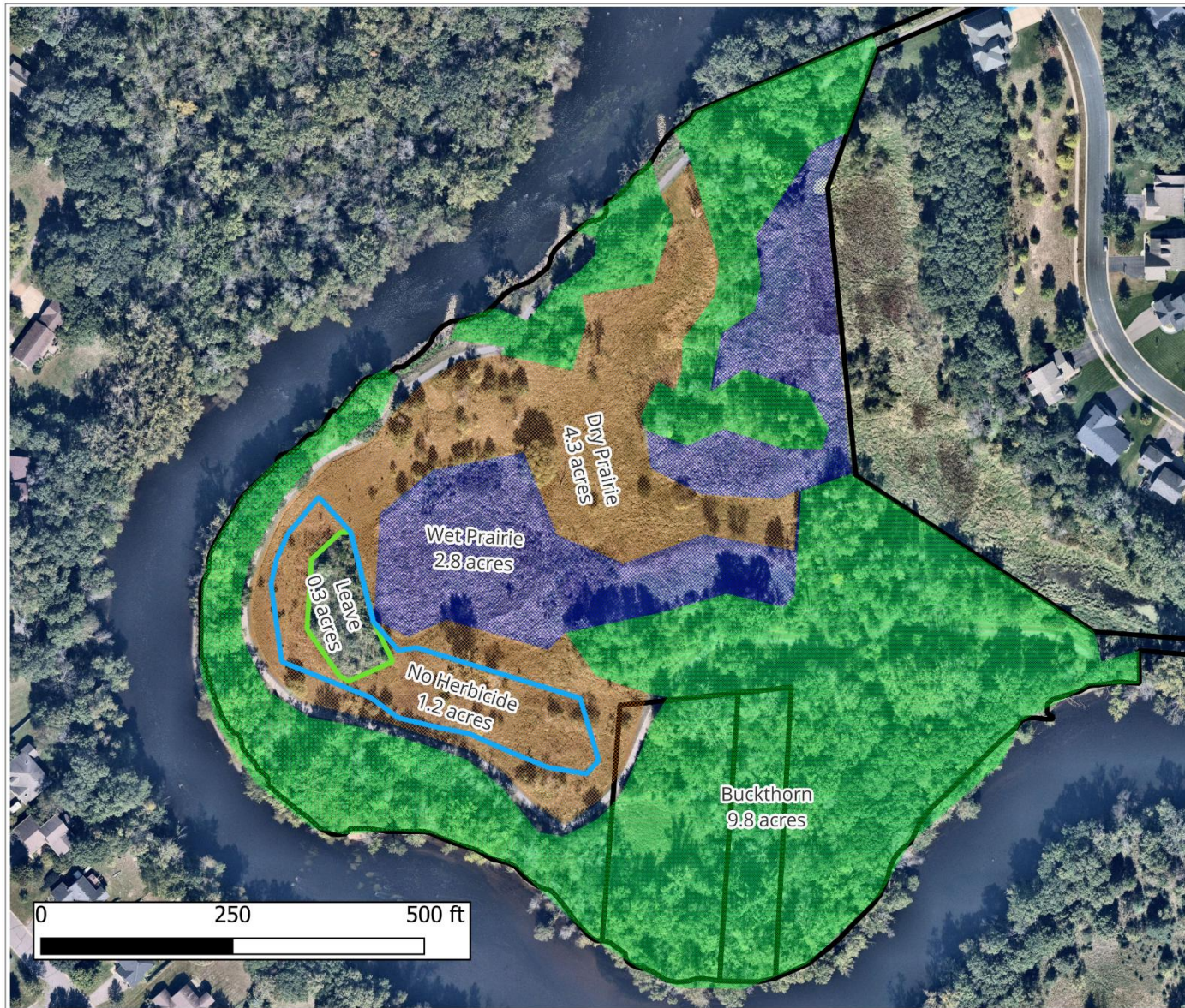
for Habitat Enhancement

This document describes important tasks that should occur after the establishment period to ensure the success of a habitat enhancement project. Neglected maintenance leads to more severe problems that are difficult to correct.

Task	Frequency	Equipment
<u>Consult ACD for maintenance guidance or work</u> ACD can provide guidance on maintenance needs and best practices. We can also help with actual maintenance tasks at cost.	Annually – Discuss site conditions, findings of inspections, and plans for maintenance activities with ACD staff. ACD will work collaboratively with the City to maintain the Project into the future.	
<u>Inspect and spot treat for invasive species</u> Inspect the project area for regrowth of existing invasive species, or presence of new ones. Spot treat to rid them before they spread.	Annually – Weed whip or mow weeds before seed set. Follow best practices for mowing and herbicide treatments.	Weed whip, pruners/loppers, mower, chainsaw, herbicide applicator
<u>Prescribed Fire</u> Facilitate prescribed burns of the site periodically to suppress weeds and woody encroachment and to encourage native diversity	Every three to five years – Plan spring or fall burns based on need. Spring burns suppress cool season weedy grasses and woody encroachment. Fall burns can promote forbs and diversity.	Prescribed burn crew

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

Exhibit C – Project Design



1318 McKay Dr. NE, Suite 300
Ham Lake, MN 55304
763-434-2030
www.AnokaSWCD.org

PROJECT:
Dellwood River Park
Habitat Enhancement

LOCATION:
22854 Silverod St. NW
St. Francis, MN 55070

CLIENT:
City of St. Francis

DRAWN BY:
Jared Wagner

DATE:
November 6, 2025

SCALE:
1 inch = 250 feet



NOTES:

SHEET: 1/1