

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("STATE") and City of St. Francis, 23340 Cree St NW, St. Francis, MN 55070 ("GRANTEE").

Recitals

1. Under Minn. Stat. §84.026, §84.085, Subd. 1 and Minnesota Session Laws 2023, Regular Session, Chapter 60, Article 1, Sec. 3, Subd. 4 (j) the State is empowered to enter into this grant contract agreement.
2. The State is in need of Urban and Community Forestry Services for the ReLeaf project.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement 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 contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

12/18/2023, per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

6/30/2027 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 agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

Perform the duties specified in Exhibit A and Exhibit C, which are incorporated and made a part of this agreement.

3 Time

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

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid compensation in an amount not to exceed \$147,797.75.00 on a reimbursement basis for qualifying purchases. The Grantee shall submit payment requests with required expenditure documentation.

According to the breakdown of costs contained in Exhibit A and Exhibit B which are attached and incorporated into this grant contract. The Grantee certifies that a minimum \$42,500.00 matching requirement for the grant will be met by the City Of St. Francis. The total project cost is \$190,297.75.00. Grantee agrees to match at least \$42,500.00 of this project cost.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; 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 agreement will not exceed \$147,797.75.00.

4.2 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 timely and according to the following schedule:

June 3, 2024
 December 2, 2024
 June 2, 2025
 December 1, 2025
 June 1, 2026
 December 1, 2026
 June 30, 2027

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). 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.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement 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.

6 Authorized Representative

The State's Authorized Representative is Rachel Morice, Community Forest Project Specialist, 500 Lafayette Rd., St. Paul, MN 55155, 612-716-2922, ucf.dnr@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Paul Carpenter, Public Works Director, 23340 Cree St NW, St. Francis, MN 55070, 762-235-2304, pcarpenter@stfrancismn.org. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 *Assignment*

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 *Amendments*

Any amendments to this grant contract agreement 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.

7.3 *Waiver*

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Agreement Complete*

This grant contract agreement 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.

8 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 agreement 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 agreement.

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

10 Government Data Practices and Intellectual Property Rights

10.1 *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 agreement. 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.

10.2 *Intellectual Property Rights*

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. If intellectual property rights are identified, the grantee must contact the DNR immediately.

11 **Workers 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 **Publicity and Endorsement**

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination**

14.1 (a) *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.

(b) *Termination by The Commissioner of Administration*

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement 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.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 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, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:
Signed: Donna Edelman
29ACA438FB60474...
Title: Contract and Grants Specialist
Date: December 11, 2023

SWIFT Contract/PO No(s). 240517 / 3000244726

2. GRANTEE

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

DocuSigned by:
By: [Signature]
628921D82E6E429...
Title: Mayor
Date: December 20, 2023

By: _____
Title: City Administrator
Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)
Title: _____
Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Exhibit A: Grant Project Deliverables

2023 ReLeaf

City of St. Francis Deliverables

Grant Sum Total: \$147,797.75

Grant Contact Deliverables

- Adopting a management plan through this grant process if the community does not yet have one in place and it is appropriate
- Each ash tree removed must be replaced with a newly planted tree
- Grantee must be willing to participate in work by the Minnesota Department of Agriculture and University of Minnesota to evaluate project impacts

Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to confirm project is moving forward and on track to completion. Add written reports directly below corresponding to each reporting date:

June 3, 2024 Update:

December 2, 2024 Update:

June 2, 2025 Update:

December 1, 2025 Update:

June 1, 2026:

December 1, 2026:

June 30, 2027:

Project Completion: All project work must be completed, paid for, submitted for reimbursement (along with corresponding final reports) by June 30, 2027.

*As work is completed, thoroughly address all project-specific bullet points below. Add in the date of reporting (i.e. 6/3/24) and change the font color of your update to **red**, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.*

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as submitted in the City of St. Francis's application:

Project Overview and Need

We are looking to increase our tree species in our parks and replace the loss of tree canopy due to Emerald Ash Borer (EAB). The cost of replacing the trees would be too great if we didn't receive funding from grants. It would take the city over 30 years to purchase and replace the trees lost with the current budget. We expect to see an increased use of our parks with the additional trees planted. For example, our Hidden Ponds Park has 3 trees. The City's 10-acre park receives lots of sun and very little shade.

- If we receive grant funding, we will plant 25 trees throughout the park and walking path; this would provide shade to park visitors and increase the tree diversity. Hidden Ponds Park falls within the environmental injustice area.
- We have a City boulevard at Yukon St. and 243rd Ave that has three ash trees. We have been injecting these trees for EAB for a few years. We would remove and replace those trees with a disease resistant species.

- Edgewild Park is an undeveloped park; it is 5-acres of open space with very few trees. Our plan is to plant 40 trees including, but not limited to black oak, shagbark hickory, black walnut and hackberry.
- Our largest park in St. Francis is Community Park, our most visited city park. We have recently found over 9 ash trees that are infected with EAB and pose a danger to the public. We have found over 12 ash trees in the mowed area and over 30 in the woodland area. Community park is used for large events throughout the year including Pioneer Days and Night to Unite. The residents would benefit the most from replacing diseased trees and increasing the tree diversity within the park. We have multiple park staff that are certified tree inspectors that are willing to take on this project as a team.

Project Timeline

2024:

- Jan-Apr: Contact contractors for project, award bids for contractors and map out projected areas for planting trees, City Staff mapping and flagging trees to be removed and contractor start cutting and removing trees, contractor continue to cut and remove trees.
- May-Aug: Purchase tree planting materials including water bags, mulch and bark guard, update website of progress with pictures, rent forest mulcher to remove small trees in Smith Lake Park and Community Park, and monitor progress. Send report to DNR in June.
- Sept-Dec: Purchase and start planting trees. Planting trees Includes bark guard and installing water bags. Plant trees in the smaller parks such as Seelye Brooke Park, Water Tower, Community Park and Rum River Park. Some trees may need temporary fencing to protect from deer. We will monitor as project moves along, continue planting trees in parks. Goal is to have all trees needing to be cut down, cut and removed by October 31st., update with progress and pictures, monitor. Send report to DNR in Dec.

2025:

- Jan-Apr: Start purchasing mulch and planting supplies, purchase another group of trees and continue planting in parks. Contact nurseries for ordering trees to plant in 2026.
- May-Aug: Purchase trees and plant. Start planting larger parks such as Hidden Ponds, Edgewild Park and Smith Lake Park, water trees as needed. Send report to DNR in June.
- Sept-Dec: Water trees as needed, update website with maps and pictures of trees planted, monitor progress of tree plan, goal is to have 75% of trees planted by the end of November. Send report to DNR in Dec.

2026:

- Jan-Apr: Purchase final materials and replace trees that didn't survive and plant trees in parks that need to be planted.
May-Aug: Finish planting trees in the parks and boulevard, progress update, and water trees as needed.
Sept-Dec: Finish planting trees. Project Final report for DNR is due June 2027.

Project Budget Explanation

The City of St. Francis is requesting \$147,797.75, in grant funding and intends to contribute an in-kind match of \$40,000. Grant funding will follow all eligible project expense guidelines.

- The main use of the grant funds will be focused on removal of infested (EAB) ash trees by a contractor.

- Upon completion of the project, the City of St. Francis intends to care for 117 newly planted trees. The cost will be budgeted annually and will come from the City's Operation and Maintenance Budget.

The City's in-kind portion will include salaries and wages for staff to manage the project during the projected timeline. Also, out of the in-kind portion, will include staff time to prepare an EAB Management Plan and to keep the public updated on our EAB project's progress via the City newsletter, social media (Facebook), City's website and at City events, like Pioneer Days.

In order to stay ahead of the "EAB death curve," the City of St. Francis has already identified trees that are infested with EAB. Obtaining the EAB grant is crucial, because the City of St. Francis simply does not have the budget for this and without the grant funding from the DNR, we will not make much headway on eradicating EAB.

Project Impacts on Priority Landscapes and Populations

The City of St. Francis strives toward the inclusion of everyone in our city, whether that be a patron or a visitor. The focus of our grant application is to remove trees infested with EAB and to replace them with disease resistant tree species. We also would like to plant new trees in locations that do not have an abundance of shade tree canopies. The specific locations for our EAB project focus primarily on city park properties. Parks are a place where people from all walks of life can come together and take advantage of one or more of the many amenities and is one of the most inclusive places a city can provide to a community. Numerous studies have shown that spending time in parks, being around trees, and even looking at trees can reduce stress, lower blood pressure, and improve the overall mood of a person. Trees also provide shade in our parks, and bring wildlife for all to enjoy. One half of the residents in our city are classified as low-income households. Combating any environmental injustice, 5 out of the 10 parks that are included in our project are located within a 3–4mi. radius of this diverse group of people. We have identified a major need within our parks to add more trees of a different species to improve canopy cover and green space.

- Our plan includes the planting of around 30-35 trees in these 5 parks. The City will work to keep our community engaged in our project.

The public will be informed on EAB by providing educational materials through communication in various ways such as City newsletter and the City's Facebook page. The City would like to consider engagement through an Adopt-a-Tree Program, public meetings, and an informational table at city sponsored events such as Night to Unite. St. Francis is quickly growing; new homes and business are being added often. We understand that removing trees infested with EAB, and planting new trees will not take care of environmental injustice alone. Doing our part to help spread awareness will preserve and improve our park land for all to enjoy.

Communication

Communication and transparency with our residents play an important part of any project in our city and we have multiple ways to accomplish this task. The first option we would utilize is our City newsletter. The city publishes 4 newsletters a year. The newsletter is a great way to introduce our project, provide a timeline, and give EAB related facts. We would also use the City of St. Francis website.

- Our web page would allow us to explain our project including goals and timelines, but also provide pictures of project updates. We would also be able to provide links to other reliable sources for EAB related materials. We will promote materials from other agencies including the

Minnesota Department of Agriculture, Minnesota Department of Natural Resources, and the EAB Information Network. Residents using our website would also have the opportunity to submit a question that could be answered by City staff, in a timely manner.

- An additional channel of communication would be our City's Facebook page, which will also be used to give project updates, provide timelines, and pictures. It will allow our residents the ability to share reliable information provided to them by the City to share to other local Facebook pages.
- Our final way to engage our residents in a more face-to-face setting is to have informational tables or booths set up at our City's Festival, Pioneer Days and our Night to Unite Event which are held in Community Park, a park that has recently been hit hard by EAB. A table will be set up at our newly created Public Works Open House Event as well. These events will give us an opportunity to provide any information related to our project, share important resources from other agencies, and most importantly, the ability to have conversations and answer questions directly from our residents.

We will develop an EAB management plan as a part of this grant to showcase to our residents. We want our residents to know they can always contact Public Works throughout the whole project timeline, if they have any questions or concerns relating to our project, or EAB in general as we have three tree inspectors on staff.

Key Personnel

We are very fortunate to have multiple employees who have 10+ years' experience within the parks department.

- Colin McDonagh, Tom Koep, Nathan Hanson and Jeremy Shook all share the same passion in keeping the parks looking as healthy as they can be.

We will complete weekly checks on all plantings to ensure they are getting what they need to survive. We will promote all EAB activities (i.e. before and after photos of the parks/trees) and information with the City's quarterly newsletter, social media and website articles. We will also have a booth to educate residents at the City's events like the Public Works Open House with informational handouts and pictures to ensure we can answer any questions they may have for us regarding EAB.

We will need assistance from an insured professional tree service to help with safe removal and hauling away of the larger trees and to help us reach the trees that may be in a sensitive area.

- We have built a 15+ year relationship with Joe Hodge, North Metro Tree Service who knows our city very well. We will be getting Joe's advice on what the best disease resistant species to plant in each of the chosen parks that we're looking at to ensure better plant survival.

We have created a six-person EAB Committee with the following members: Jeremy Shook, Colin McDonagh, Tom Koep, Nathan Hanson, Paul Carpenter, and Jen Gulbrandson. We will work on creating the first EAB Management Plan for the City of St. Francis.

Current Certifications:

Jeremy Shook - Pesticide Applicator LIC

Colin McDonagh - Tree Inspector LIC

Nathan Hanson - Tree Inspector LIC

Tom Koep - Tree Inspector LIC & Pesticide Applicator LIC, Parks/Recreation AAS

North Metro Tree Service, Joe Hodge - Tree Inspector LIC, Arborist and Injection Specialist

Tree Planting

Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used unless an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing:

- *Quercus* (oak): 19.8%
- *Acer* (maple): 19.2%
- *Picea* (spruce): 16.9%
- *Pinus* (pine): 10.2%

All trees planted with grant funds are expected to be maintained based on the City of St. Francis's Three Year Tree Maintenance Plan submitted as Exhibit C. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of St. Francis.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form, if applicable
- Partial payments may be submitted as needed, following the above reporting date schedule, and must include all up-to-date required documents and accomplishment reports
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location of ash that have been removed
 - Identify the location of ash stumps that have been ground
 - Identify the location and species of trees that have been planted
 - Identify the location of ash trees that have been treated
- All trees removed, treated, and planted will be mapped and submitted as shapefiles if possible, with the planted trees identified by species and size, to obtain grand fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is $\frac{3}{4}$ "-2" caliper bareroot or a container class size #20 or smaller.

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date on the fully executed grant agreement
- Purchase of trees listed on the [Minnesota Invasive Terrestrial Plants](#) and [Minnesota Noxious Weed](#) lists, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Callery pear, Norway maple, Russian olive, Siberian elm, Tatarian maple, and tree of heaven
- Purchase of balled and burlapped trees, containerized trees larger than #20, and bareroot trees greater than 2" caliper diameter
- Purchase of tree species that already make up 10% or more of the community's public trees, or whose family makes up 20% or more of the public trees
- Purchase of plants such as shrubs, living ground covers, sod, grass seed, and flowers
- Purchase of land or easements
- Major soil and grade changes or construction
- Equipment purchases equal to or exceeding \$5,000
- Purchase of meals or snacks for volunteers
- Experimental practices not approved by DNR

Acknowledgments

Minnesota Department of Natural Resources

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Logo is permitted for use and can be obtained upon request.
- DNR will provide a media kit to assist with publications and outreach related to this grant program. Refer to this media kit for suggested acknowledgment language.

Exhibit B: Project Budget*2023 ReLeaf*

City of St. Francis

Item	State Grant Funds	Cash Match	In-kind Match	Total
Personnel and Owned Equipment			\$40,000.00	\$40,000.00
Eligible Expenses	\$147,797.75		\$2,500.00	\$150,297.75
Totals	\$147,797.75	\$0.00	\$42,500.00	\$190,297.75



3-Year Tree Maintenance Plan Template for Newly Planted Trees

LUG: City of St. Francis

Year and Season of Planting: 2024-2026

Project Coordinator: Paul Carpenter

Phone: (763) 233-5200

Email: pcarpenter@stfrancismn.org

of Trees to be Planted: 117

Size (caliper for deciduous, height for conifers): 1.5"

Type of Stock to be Planted (Bare root, etc.): Container

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

The personnel responsible for all maintenance related to trees planted through the ReLeaf grant opportunity will be the St. Francis Public Works. More specifically the 4 employees of the streets/parks department.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

All project maintenance needs will be provided only by the public works streets/parks department. 3 of the 4 streets/parks staff are certified tree inspectors. At this time training is not needed. We will consult with a certified arborist if we have questions or concerns.

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

Once all trees are planted we will develop a spreadsheet listing each tree, type of tree, location of tree, and date planted. With a compiled list of all newly planted trees we will develop a weekly inspection sheet. Inspection sheets can be organized by each planting location. All planting locations for our project are located in a city park. We would also be taking a picture of each tree planted to keep on file. Our inspection sheets will compile all necessary information needed to track watering, pruning, and overall tree health/growth. The advantage we have to monitor our newly planted trees is that they will all be planted in our parks. Streets/parks staff is in our parks almost daily.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

Tree watering will be handled by public works streets/parks staff. With this grant we would like to purchase gator bags for each newly planted tree. We also want to purchase a 500 gallon water tank to fit in the back of our work truck. In conjunction with our tree maintenance checklist, we will have a weekly watering checklist. Our weekly watering checklist will list all parks new trees have been planted, and how many trees are at each park. Paying close attention to rain totals and forecasts for each week, streets/parks staff will be able to fill gator bags weekly at each and every newly planted tree. Streets/parks staff will be monitoring tree health and can adjust watering frequency as needed.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

Mulching our trees will be based off of consultant recommendation. If mulch is needed streets/parks will be able to add mulch as needed.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

We will identify if staking is necessary by consulting with our tree care professional who will be planting. Public works staff will be able to identify trees in high traffic areas, or areas that will be mowed as locations for tree staking. Public works staff has stakes in house to use as needed. Inspection and removal will be based on our weekly checklist, and overall health and age of tree while following best tree care maintenance practices.

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

All trees planted as part of our project are located in a city park. Being that all trees are located in a park it gives us the capability of inspecting newly planted trees weekly. We have 3 tree inspectors on staff that can monitor tree health and identify issues. On our weekly checklist we will be able to make notes if any issues are noticeable. If we identify a tree that will not make it and it falls within the 1 year warranty period, it will be replaced.

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

Following best tree care maintenance practices we will use bark guards, fencing, and staking as needed for newly planted trees. We will also be using gator bags, to ensure the right amount of watering is accomplished.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

Pruning maintenance will be identified on a as needed basis. Tree inspectors and staff will monitor tree health and make notes on our weekly inspection forms. Based on the type of tree, best pruning practice will be identified, and time of year will be considered to encourage growth and overall health of the tree.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

City staff, along with our tree care contractor will purchase trees from a nursery that will provide a 1 year warranty. If public works staff, or one of our tree inspectors identify a tree that is in very poor health or dead, we will take the steps necessary to contact the nursery and arrange for the tree to be replaced as needed.



Minnesota Department of Natural Resources

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

This section to be completed by Grantee’s Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State’s Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- I do not have any conflicts of interest relating to this project.
- I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State’s Authorized Representative.

Grantee AR’s Printed Name: _____ Date: _____

Grantee AR’s Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML_____, Chapter _____, Article ____, Section ____, Subdivision _____

State AR’s Printed Name: _____ Date: _____

State AR’s Signature: _____