

## 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 Florence Township, PO Box 97, Frontenac, MN 55026 ("GRANTEE").

### Recitals

1. Under Minn. Stat. §84.026, §84.085, Subd. 1, and Minnesota Session Laws 2021, 1st Special Session, Chapter 6, 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 Preparing for Emerald Ash Borer 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:*

July 1, 2022, 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:*

June 28, 2024, 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, Exhibit B, 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 in an amount not to exceed \$56,217.50 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 B, which is attached and incorporated into this grant contract, the Grantee certifies that a minimum 25% matching requirement for the grant will be met by the Florence Township. The total project cost is \$76,839.00. Grantee agrees to match at least \$20,367.00 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 \$56,472.00.

**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:

1. December 16, 2022
2. June 16, 2023
3. December 15, 2023
4. June 28, 2024

The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee shall submit payment requests with required expenditure documentation. All project work must be completed and the final request for reimbursement (along with final reports) must be submitted by June 28, 2024.

**(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:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

**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 Emma Schultz, Community Forest Project Specialist, 500 Lafayette Rd., St. Paul, MN 55155, 651-259-5274, [ucf.dnr@state.mn.us](mailto: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 Jane Webster-Urbach, Park Commissioner, 28929 Wood Ave., Frontenac, MN 55026, 507-251-2922, [janewebsterurbach@gmail.com](mailto:janewebsterurbach@gmail.com). 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 State 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 ***Termination by the State***

The State may immediately terminate this grant contract agreement 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.

### 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***

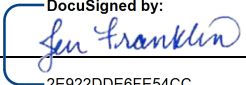
Additional alternate termination language may be negotiated on a case-by-case basis after the state agency has consulted with their legal and finance teams.

**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**

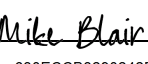
*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15*

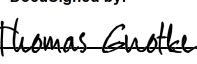
Signed: DocuSigned by:  2E922DDE6FE54CC...  
Date: June 23, 2022

SWIFT Contract/PO No(s). 213440 / 3-211963

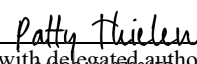
**2. GRANTEE**

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.

By: DocuSigned by:  630ECCB3290242F...  
Title: CHAIRPERSON  
Date: June 28, 2022

By: DocuSigned by:  CCCBD69B933941A...  
Title: Treasurer  
Date: June 28, 2022

**3. STATE AGENCY**

By: DocuSigned by:  048ECAA87904FD...  
(with delegated authority)  
Title: Deputy Director  
Date: June 28, 2022

Distribution:  
Agency  
Grantee  
State's Authorized Representative

## **Exhibit A: Grant Project Deliverables**

*2022 Preparing for Emerald Ash Borer*

Florence Township Deliverables

Grant Sum Total: \$56,472.00

### **Grant Contact Deliverables**

- Adopting an EAB management plan through this grant process if the community does not yet have one in place
- 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 insure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:*

December 16, 2022 Update:

June 16, 2023 Update:

December 15, 2023 Update:

June 28, 2024 Update:

*As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (i.e. 12/15/22) 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 Florence Township's application:*

### **Project Overview and Need**

Florence township runs along the western shore of Lake Pepin, a widening of the Mississippi River, which is listed on the EPA's Impaired Water List. Adequate tree coverage is crucial for watershed health. The township is made up of private properties & Township Park lands. There are no tree lined boulevards or downtown in either Frontenac Station or Old Frontenac, which are the villages w/in Florence Township. The two major Park lands (Valhalla & Wakondiota) run along private properties & roadways (See attached map). Valhalla Park, located on the terrace of Lake Pepin, is situated on a steep slope that borders' homes and public roads. The dead Ash trees pose a danger to the homes, homeowners, & travelers directly below the park. Wakondiota, the other major park in Florence Township, contains a ball field, playground, green space for picnics & gatherings & woodland with a nature trail. The dead Ash trees are a threat to residents & visitors to the park in all areas.

The dead ash trees have become more apparent in the parks during the last year & pose public safety concerns. Many are leaning and are dangerous.

The grant is necessary to allow Florence Township to get an EAB Management Plan in place & actively remove the dead & dying Ash trees, in the parks, that are hazardous to properties, homeowners, & roadways. Florence Township will contract with an ISA Certified Arborist for this project; for the EAB Management plan, to remove the hazardous Ash trees, replant the appropriate tree species & design a 3-year maintenance plan. With the Townships limited budget, the EAB grant funding is needed to make

this project a reality. The township is able to put forth the 25% cash & in-kind match & Park Commissioners are willing to dedicate their time to manage the project.

Florence Township is more than ready to take on this project. We have a very active Park Commission, backed by a supportive Town Board. The Park Commission has successfully managed 3 CPL Grants for the Ecological Restoration of Valhalla Park.

### **Project Timeline**

The timeline for this project is as follows:

Summer 2022: Adopt an EBA Management Plan designed by contractor, Work plan approved by DNR, DNR contract executed, Tree Species List approved by DNR, Tree contractor agreement Executed

October, 2022-April 2023: Remove 15 Ash trees from Valhalla Park, 18 Ash trees from Steamboat Landing land, 55 trees from Wakondiota (100% of goal)

December 16, 2022: Reimbursement request form & required reports submitted to DNR.

Summer 2023: Stump removal for 52 trees located in groomed park areas.

Summer 2023: Plant 33 new replacement tree species in Valhalla Park and Steamboat Landing. Plant 55 new replacement tree species in Wakondiota Park. (100% of goal)

Summer/Fall 2023: Watering of new trees.

June 16, 2023: Reimbursement request form & required reports submitted to DNR.

September/October 2023: Inspect all new trees, check health and stake if needed.

December 15, 2023: Reimbursement request form & required reports submitted to DNR.

Spring 2024: Inspect all new trees, check health and stake & prune as needed. Determine if any trees need replacement.

Spring/Summer 2024: Watering of new trees

June 28, 2024: Final reimbursement request form & Final required reports submitted to DNR.

July 2024-Oct 2025 Three year maintenance plan will continue with weekly watering as needed and inspections of tree health.

### **Project Budget Explanation**

The attached budget details the cost of the project. Total project cost is \$76,839: Grant request of \$56,472, Cash match of \$15,218 and In Kind match of \$5,149 from volunteer hours from Florence Township. Total cost is for: an EAB Management Plan, removal of 88 Ash trees and replanting a diverse selection of new trees and the maintenance of the new trees through the grant period. Any Ash trees that are being removed in mowed areas of the park lands will need stump removal. Stump removal includes grinding down the stump, removing the stump completely, providing black dirt to fill in, and seeding the area. Ash trees removed in a woodland setting will not have stump removal. 52 of the 88 trees removed will require stump removal.

Funding is for the removal & replanting of 88 trees. Florence Township is matching at least 25% of total project cost. The tree removal, stump removal & tree replacement estimates are based on pricing from



Wabasha Tree Company & Cabbage Patch Nursery. This includes all planting materials needed, labor, the trees & watering maintenance. The 3 yr watering maintenance will continue after the Grant period ends.

The attached maps illustrates the areas in Florence Township where the hazardous Ash trees will be removed and the new trees will be planted. The new plantings are 15-20 gallon containers. The species list is limited to climate-adapted species to MN and increases the diversity of our tree canopy and works toward the 20-10-5 guidelines. New trees planted will meet the one-for-one requirement and will be planted in nearby locations. Location will be based on optical lighting & tree canopy to ensure a better chance of survival.

### **Project Impacts on Priority Landscapes and Populations**

Florence Township is a rural community in Goodhue County, located in Southeastern Minnesota with a population of 1,514, comprised of 96% White, 1% Hispanic, 1% Native and 1% Asian. The 2019 per capita income was estimated at \$45,418 with 3.6% persons living in poverty. 12.9% of the population has Veteran status. (Census Reporter 2019)

Communication about the EAB project will be through the Florence Township website, monthly public Park Commission meetings and monthly public Town Board meetings.

This project is for the community as a whole. No negative impacts are anticipated to occur on diverse populations as a result of this project.

### **Communication**

The EBA Grant project will be posted on the Florence Township website, with updated reports and pictures as the project progresses. The EAB Management Plan will also be posted on the website.

Discussions, about the project, with question and answer time will be held at each months Park Commission Mtg. An overview of what is happening with the project and the next steps will be gone over. Citizens are encouraged to come and learn what is happening in the parks.

Updates will be given on the project at the monthly Town Board meetings, allowing the public to be aware of the EBA Management Plan, and what that means for the community.

Dennis Dick, ISA Certified Arborist, will give a presentation on EAB Damage at the August or October 2022, Park Commission meeting. He will talk about what EAB Damage is and how it is effecting the area. He will describe the EAB Management Plan for Florence Township. This event will be posted in the Lake City Graphic, on Florence Township Website and be announced at the previous monthly Park & Townboard meetings.

### **Key Personnel**

Jane Webster-Urbach, Florence Township Park Commissioner, 2 years on the park commission. Has been project manager to 2 CPL Grants, designed & coordinated the new playground project & was liaison to the playground sub-committee that raised \$32,250 through donations for the new Wakondiotia Park Playground, successfully acquired a commitment of \$20,000 with a \$10,000 match for park enhancements for Florence Township Parks, designed new signage for the Florence Township public beach, and intends to be the project coordinator of the EAB Grant project.

Mike Blair, 13 years as Town Board Supervisor-liason to Park Commission, will oversee the project.

Tom Gnotke, 13 years as Town Treasurer. He will send in all reimbursement request forms for the Grant and has experience doing this with the CPL Grants the township has received.

The Township requires contractors performing tree removal, tree selection, tree pruning or tree maintenance to have current ISA Certificates and liability insurance. Wabasha Tree Company will be contracted for this project. Wabasha Tree Company (WTC) has been in business since 2002, providing expert tree knowledge and service to customers. Owner, Dennis Dick has 40 years of experience in the tree industry and has the following certifications and memberships:

- International Society of Arboriculture (ISA) Certified Arborist (ID Number MN-4296A)
- Minnesota Department of Natural Resources (DNR) Licensed Tree Inspector (License Number 20077526)
- Minnesota Loggers Education Program Member (ID Number LP20F1062)

Jarod Barton, staff member for WTC, has the following certifications:

- International Society of Arboriculture (ISA) Certified Arborist (ID Number MN-4550A)
- International Society of Arboriculture (ISA) Certified Tree Risk Assessment

Cabbage Patch Nursery, Brian Hovey, in the garden & nursery business 29 yrs. Tree planting & watering.

### **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:

- *Acer* (maple): 24.4%
- *Fraxinus* (ash): 17.8%
- *Picea* (spruce): 13.4%

All trees planted with grant funds are expected to be maintained based on the Florence Township'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 Florence Township

### **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
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports, including a relevant certification and/or declaration
- 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, with the planted trees identified by species and size, to obtain grant 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 ¾"-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
- Staff time for local government unit employees
- Purchase of trees listed on the [Minnesota Invasive Terrestrial Plants](#) list, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, 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.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., "This publication made possible through a grant from the Minnesota Department of Natural Resources." OR "This project was conducted in cooperation with the Minnesota Department of Natural Resources."
- Logo is permitted for use and can be obtained by contacting the UCF Team.

**Exhibit B: Project Budget**  
*2022 Preparing for Emerald Ash Borer*  
Florence Township

<b>Item</b>	<b>State Grant Funds</b>	<b>Cash Match</b>	<b>In-kind Match</b>	<b>Total</b>
Personnel and Owned Equipment			\$5,149.50	<b>\$5,149.50</b>
Eligible Expenses	\$56,472.00	\$15,217.50		<b>\$71,689.50</b>
<b>Totals</b>	<b>\$56,472.00</b>	<b>\$15,217.50</b>	<b>\$5,149.50</b>	<b>\$76,839.00</b>



## 3-Year Tree Maintenance Plan Template for Newly Planted Trees

**LUG:** Florence Township

**Year and Season of Planting:** Summer 2023

**Project Coordinator:** Jane Webster-Urbach, Florence Township Park Commission

**Phone:** 651-398-0353

**Email:** janewebsterurbach@gmail.com

**# of Trees to be Planted:** 88

**Size (caliper for deciduous, height for conifers):** 1-2 inch

**Type of Stock to be Planted (Bare root, etc.):** #15-20 Containers

**Describe how the activities below will be completed.**

### 1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

Florence Township will contract with the contractor, Wabasha Tree Service, an ISA Certified Arborist and Cabbage Patch Nursery for tree maintenance. Jane Webster-Urbach, Park Commissioner will supervise the maintenance of the new tree plantings.

- 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?

Only contractors with an ISA Certified Arborist and Cabbage Patch Nursery will be involved with the planting and maintenance for this project. Jane Webster-Urbach, Park Commissioner, and Steve Dietz, also a Park Commissioner, are taking the Minnesota Shade Tree Short Course by the University of MN, March 15-16, 2022. Among the many courses will be tree planting, pruning and EAB management.

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

Tree maintenance will be inspected by the contractor (ISA Certified Arborist) on a regular basis with the project coordinator, Jane Webster-Urbach, to ensure standards are being met. They will meet at a minimum Spring and Fall each year to check the health of the new trees. The trees will also be inspected during the regular watering maintenance.

### 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.

When there is less than 1 inch of rainfall in a week, Cabbage Patch Nursery will water the trees with a 500 gallon watering truck. Watering of all trees planted within the last 3 years will be on this watering schedule. Water bags will be used on all newly planted trees and filled as required. As well as filling the mulch donut area surrounding the tree.

Watering will end for the season when the ground is frozen and will resume in the Spring when the snow has melted and ground has thawed.

If there is an extended drought the watering schedule will include trees planted within the last 3-5 years.

### **3. Mulching Trees**

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

All newly planted trees will be mulched, with mulch being provided by the contractor. Mulch will be installed around each tree in a toroid shape to enhance water collection and reduce invasive competition. Mulch around the new trees will be checked periodically to ensure there is an adequate amount.

### **4. Staking and Tying Trees**

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

Inspections of trees will occur regularly by the contractor. Any trees in need of staking will be noted when watering of the trees takes place. The contractor will only stake trees that are leaning and need to be staked and tied. The staked trees will be inspected at waterings and it will be determined if the stake are still needed.

### **5. Checking Tree Health**

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

The tree health will be checked during all stages of tree maintenance: watering, mulching, inventories, pruning, etc. Through this method trees will be check at least every 6 to 12 months to identify and address any problems or needs. If residents bring a problem concerning a tree to the attention of the Park Commission, there will be immediate follow up to address any needs or health issues.

### **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.

Tree plantings will occur in less traffic areas for the most part. Sites are selected based on the site being proactively safe for the tree growth and life. Tree guards will be installed to protect each sapling from browse pressure. All material will be supplied by the contractor.

### **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.

Newly planted trees will be checked and pruned, if needed, after the first year. Pruning will be to select a dominant leader, to eliminate weak unions and removed damaged limbs. In later years, correct pruning will be done to remove branches as needed.

Some of the newly planted trees will be in a park woodland setting, so not as much pruning will take place, except to remove weak or broken branches.

### **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.

The contractor, Cabbage Patch Nursery, hired by the township, will include a warranty to replace the trees that are determined to be in poor condition or dead. The township will replace any tree that is in poor condition or dies prior to the inspection at the end of the project grant agreement. If it is not still covered under the one year warranty by the nursery, it will be at the townships expense.



# 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:  
N/A

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: Jane webster-Urbach Date: June 28, 2022

Grantee AR’s Signature:  DA70E7A30C464E5...

Organization Name: Florence Township

Project Name: Florence Township EAB Management

Legal Citation: ML \_\_\_\_\_, Chapter \_\_\_\_\_, Article \_\_\_\_, Section \_\_\_\_, Subdivision \_\_\_\_\_

State AR’s Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

State AR’s Signature: \_\_\_\_\_