

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 Winona, PO Box 378, Winona, MN 55987 ("GRANTEE").

Recitals

1. Under Minn. Stat. §84.026, §84.085, Subd. 1, 2021 Minnesota Session Laws, 1st Special Session, Chapter 6, Article 5, Sec. 2, Subd. 6 (b) 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 Protect Community Forests 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:*

April 15, 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 30, 2025, 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.

Comply with Environment and Natural Resources Trust Fund (ENRTF) terms and conditions as indicated in the approved [2020-054 Workplan](#), which is incorporated and made part of this agreement by reference.

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 \$124,775.00 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 B, which is attached and incorporated into this grant contract, there is a 0% matching requirement for the grant. The total project cost is \$126,975.00. The Grantee has opted to provide a match and therefore agrees and certifies a match of at least \$2,200.00 of this project cost will be met by City Of Winona.

(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 \$124,775.00

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:

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 15, 2022
2. June 15, 2023
3. December 15, 2023
4. June 15, 2024
5. December 15, 2024
6. June 30, 2025

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 30, 2025.

(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 \$25,000.00 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, emma.schultz@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 Chad Ubl, City Manager, 207 Lafayette St., Winona, MN 55987, 507-457-8234, Cubl@ci.winona.mn.us. 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*

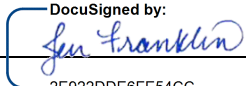
Additional alternate termination language may be negotiated on a case-by-case basis after the state agency has consulted with their legal and finance teams.

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:  _____
Date: April 1, 2022 _____

SWIFT Contract/PO No(s). 210184 / 3-206622

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Exhibit A: Grant Project Deliverables

2022 Protect Community Forests Grants

City of Winona Deliverables

Grant Sum Total: \$124,775.00

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 15, 2022 Update:

June 15, 2023 Update:

December 15, 2023 Update:

June 15, 2024 Update:

December 15, 2024 Update:

June 30, 2025 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 City of Winona's application:

Project Overview and Need

Winona was one of the first Minnesota communities to be hit by the emerald ash borer, and has a long history of treating ash trees. From 2012 to 2018, nearly 800 trees were treated on a two year cycle per the City's EAB management plan. However, City funding for treatment dried up in 2020, so a volunteer group named the Friends of Winona Parks fundraised to treat the best ash trees in public areas. This group successfully treated over 195 trees in 2021 by their own labor and planted 15 new trees in parks.

To assure continuity of efforts, Winona staff is seeking grant funds to continue the treatment in the spring and summer of 2023 and 2025, but with work conducted by tree professionals to prevent volunteer burnout. The City would also restart treatment in 2022 of the highest quality ash trees that did not receive treatment in 2021 (approximately 380-400 ash trees).

To guide our efforts and ensure our treatment plan is realistic, the City's EAB Management Plan will be updated in spring 2022. The plan was initially prepared in 2012 and should be updated to reflect current conditions and best practices.

A small number of trees will be planted toward the end of the project to make up for ash trees that did not survive in spite of treatment. Staff intends to plant primarily American Elm resistant to Dutch Elm Disease and American Linden.

Project Timeline

- Spring 2022 (Pre-work not using grant funds): Verify record of all the trees volunteers treated in 2021, and plan for 2022 treatment year. Put out an RFP or bid request to hire professionals to treat 380 trees. Review existing tree inventory to select the best ash trees to treat.
- May 2022: Begin treatment on 380 trees
- December 2022: Complete annual reporting. Prepare RFP for 2023 treatment on nearly 195 trees.
- May - July 2023: Contractor conducts treatment for 195 trees. Review health of 2022 treated trees, and cull any that did not respond to treatment.
- December 2023: Complete annual reporting. Update RFP for treatment of 380 trees. Begin volunteer recruitment for spring treatment.
- May - July 2024: Contractor conducts treatment of 380 ash. Review health of 2022 treated trees, and cull any that did not respond to treatment.
- December 2024: Complete annual reporting. Update RFP for treatment of hopefully 195 trees. Begin volunteer recruitment for spring treatment.
- May - June 2025: Contractor conducts treatment for 195 or so trees. Replant 10 trees to make up for trees lost over the project term.

Project Budget Explanation

The vast majority of funds are going towards the professional treatment of ash trees on City owned boulevards and parks. A public tree inventory shows about 650 ash trees are in a state worth saving (good or better condition), of which up to 595 would receive professional treatment. Some trees may be culled because treatment did not work, but being optimistic, those losses are limited to five. To help make up for the lost trees, ten new trees are included in the budget.

Staff anticipates getting a bulk rate of \$105/tree average for the treatment cost, but may be variable depending on contractor availability and insecticide costs.

The City is budgeting \$3,500 to contract out the update of the EAB Management plan. Ideally this will be less or performed by in-house staff, and any unused funds would go towards treating additional ash trees.

Project Impacts on Priority Landscapes and Populations

Much of Winona is within environmental justice areas of concern as defined by the MPCA. Treatment of ash trees will be City wide, including areas not within these zones, but the project as a whole will benefit a substantial number of low income residents and people of color. The project coordinators hope to work with the Winona Housing and Redevelopment Authority, which administers public housing in the City, to treat trees on their properties.

Communication

The City would hope to publicize this project through a feature story in the local newspaper, which has provided front page and editorial coverage of the Friends of Winona Parks' efforts (see link at bottom of the section). The effort would also be communicated via social media posts of the City and Friends of

Winona Parks Facebook pages. For boulevard trees receiving treatment, an info card would be affixed to the tree informing the adjacent home owner of the treatment and crediting the funding source appropriately. Staff intend to include a link on the info card to a City webpage describing EAB and the project.

Key Personnel

John Howard, who is the City's Natural Resources and Sustainability Coordinator, will handle the reporting and office based management of the project, so will be the main point of contact. The City's chief forester, Chris Kramer, who is an ISA certified arborist, will supervise tree treatment selection and have the final vote on contractor selection. Both John and Chris studied natural resources in college, ecology and urban forestry, respectively.

Friends of Winona Parks will be involved by providing public education and possible contributions toward treatment efforts. They are led by Howard Kruger, Kent Grover and Greg Olson. All are long time Winona residents.

Contractors will need to have ISA certified staff to be eligible to receive the contract.

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): 20.6%
- *Fraxinus* (ash): 15.4%
- *Malus* (apple): 13.6%
- *Picea* (spruce): 12.1%

All trees planted with grant funds are expected to be maintained based on the City of Winona'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 Winona.

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 $\frac{3}{4}$ "-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
- 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

Environment and Natural Resources Trust Fund (ENRTF)

- Since the citizens of Minnesota created this funding source, it is critical to the transparency of the fund that they are aware of how the funds are used. Acknowledgement of the ENRTF should be included in all project communications and outreach – including press releases, media interactions, signs, publications, event advertisements & invitations, websites, newsletters, printed materials, presentations, and social media.
- Acknowledgement can be made through use of the ENRTF logo. Contact the UCF Team to obtain the ENRTF logo. Projects are encouraged to display it within their efforts whenever possible and appropriate. It is available in color, black and white, or grayscale in a variety of file formats (.ai, .eps, .png, .jpg, .gif).

- Acknowledgement can be made by tagging ENRTF on Facebook (Minnesota Environment and Natural Resources Trust Fund) and mentioned on Twitter (@mnenrtf) when the City of Winona posts about a project that has been supported by ENRTF. Not only will this fulfill the acknowledgement requirements, but it allows LCCMR to share Winona's project accomplishments with their followers, including commission members.
- Acknowledgement can be made through use of ENRT attribution language. If choosing to acknowledge ENRTF funding through attribution language, please include at a minimum:

"Funding provided by the Minnesota Environment and Natural Resources Trust Fund."
(verbal)

- or -

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

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 Protect Community Forests Grants
City of Winona

Item	State Grant Funds	Cash Match	In-kind Match	Total
Personnel and Owned Equipment			\$2,200.00	\$2,200.00
Eligible Expenses	\$124,775.00			\$124,775.00
Totals	\$124,775.00	\$0.00	\$2,200.00	\$126,975.00



3-Year Tree Maintenance Plan Template for Newly Planted Trees

LUG: City of Winona

Year and Season of Planting: Fall 2024 or Spring 2025

Project Coordinator: John Howard

Phone: 507-457-8273

Email: Jhoward@ci.winona.mn.us

of Trees to be Planted: 10

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

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

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

City staff are responsible for tree maintenance, and all maintenance will be conducted by the professional tree crew, park maintenance staff, and the City's natural resources sustainability coordinator. The City may have an AmeriCorps member who would assist with water and basic maintenance.

- 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?

The City intends to use already trained staff for maintenance work. Should other staff need to do tree maintenance, the City will ensure staff or the AmeriCorps member receive training prior to doing tree maintenance work. Volunteers and homeowners are not expected to do any maintenance, although staff will gladly respond to questions or concerns.

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

The project coordinator or tree crew will plan to inspect the trees once a month over the course of the first growing season to check on tree health. The year following planting, staff will check the tree in the early summer for leafing out, and again towards the end of the summer.

The homeowners adjacent to the trees will be asked to report any issues as well, and past experience indicates many of them provide some degree of guardianship over the tree.

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 carried out by park maintenance staff, volunteers, tree crew members, the sustainability coordinator, and possibly an AmeriCorps member with the intention of watering once per week or possibly more frequently if the trees are showing signs of water stress. Water bags of appropriate size (10-20 gallons) will likely go on most trees, with the exception being trees cared for by residents in the boulevard by their home who commit to frequent watering.

3. Mulching Trees

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

Wood mulch from locally chipped trees will be applied in a 3/4 to one inch layer around the base of the tree throughout the drip line.

4. Staking and Tying Trees

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

Trees that are in high traffic areas or showing signs of leaning or falling over will be staked. The water bags provide some protection from mowers and weed whips, and the mulch will also keep weed and grass away from the trunks. The City foresees staking approximately half of the trees planted.

5. Checking Tree Health

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

Staff intends to monitor trees closely throughout the initial growing season as part of regular watering to assure the tree is doing well. In the second growing season, staff will check the tree in the early summer for leafing out, and again towards the end of the summer. Any problems will be reported to the City's certified arborists. Questions may also be sent to the DNR or UMN Extension for guidance.

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.

The watering bags will provide protection from mowers and weed whips. Staking also provides protection from wind and humans. Most trees will be planted in residential areas and not in high use areas such as downtown. The highest trafficked areas will have larger stem diameter trees (1.75 to 2 inch diameter, ideally).

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 will be supervised by the City's tree crew, and focus on limited removal of branches. Valley Forge American Elms may require more pruning.

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 City anticipates about 90% year one survival, and will seek a one year tree warranty. Should replacement be needed and not covered by the warranty, the City will assume responsibility for procuring the new tree or covering the cost of the lost tree.



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: City of Winona

Project Name: _____

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

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____