



PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT FY25 Habitat Enhancement Landscape Program (HELP)

General Information

Organization Washington Conservation District	Contract Number FY25-01 BWSR HELP	Amendment <input type="checkbox"/> Date(s):	Canceled <input type="checkbox"/> Date:
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Brown's Creek Watershed District	Address 455 Hayward Ave N	City/State Oakdale, MN	Zip code 55128
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Name Brown's Creek Conservation Area	Township 30N	Range 21W	Section 12	1/4,1/4 NENW
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Contract

This agreement is entered into for Washington Conservation District (WCD) to provide cost-share assistance to Brown's Creek Watershed District (BCWD) to help defray the cost of tree and shrub establishment and prescribed burning as specified in Exhibit A. It is understood that:

1. Brown's Creek Watershed District is responsible for full establishment, operation, and maintenance of practice(s) and upland treatment as described in and in the locations shown in Exhibit A to ensure that the conservation objectives are met and the effective life, a **minimum of 10 years**, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance Plan attached hereto as Exhibit B.
2. Should BCWD fail to maintain the practice(s) during the effective life, BCWD will be liable to WCD for up to **100%** of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond BCWD's control or if conservation practices are applied at BCWD's expense that provide equivalent protection of the soil and water resources. If title to this land is transferred to another party before expiration of the aforementioned effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
3. Practice(s) must be planned and installed in accordance with technical standards and specifications of the: **Washington Conservation District**
4. Increases in the practice(s) units or cost must be approved by the WCD prior to expenditure.
5. This contract, when approved by the parties hereto, will remain in effect unless canceled or amended in writing signed by both parties. If the practice(s) covered by this contract have not been installed by **11/30/2026** (date), this contract will be automatically terminated on that date.
6. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs; and the date(s) the work was performed. Reimbursement requests must also be supported by such reasonable documentation as WCD may require. Volunteer hours will be eligible for in-kind match at \$30 per hour.

The signature of BCWD's authorized representative below indicates agreement to:

1. Grant Washington Conservation District’s representative(s) access to the Brown’s Creek Conservation Area.
2. Hold all required legal land rights, including but not limited to: access and authority to both construct and maintain the conservation practice(s) agreed upon in this contract for the effective life of the practice(s).
3. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
4. Be responsible for the operation and maintenance of the conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan attached as Exhibit B.
5. Not accept financial assistance funds from state sources in excess of **90** percent, or state and non-state sources that when combined are in excess of **100** percent of the total cost to establish the conservation practice(s).
6. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds to this project.

This contract supplements and amends the November 11, 2024, agreement BCWD 25-01 between the parties and all terms of the BCWD 25-01 agreement, except as specifically modified hereby.

Date	Brown’s Creek Watershed District

Conservation Practice

The primary practice for which assistance is requested is Tree/Shrub Establishment (612)

Practice standard(s) or eligible component(s) Tree/Shrub Establishment (612) Prescribed burning (338)	Total Project Cost Estimate \$6,490 minimum with grant and match
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider

Amount Authorized for Financial Assistance

Washington Conservation District has authorized the following for financial assistance: total not to exceed **90** percent of the total cost to establish the conservation practice.

Approval Date	Authorized Signature	Total Amount Authorized \$ 5,900 maximum grant funds



Exhibit A
Tree and Shrub Establishment
Prescribed Burn

DRAFT

110th Street North

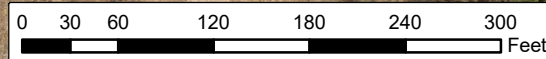
KEY TO FEATURES

Legend

-  Prescribed Burning
-  Shrub Plantings



1 in = 120 ft



2016 Aerial Photo



Exhibit B
**Tree/Shrub Establishment
Operations and Maintenance Plan**

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Tree and Shrub Establishment

Operations and Maintenance Plan

Practice Type: Tree and Shrub Establishment (NRCS 612)

Date: 1/21/2025

Effective Life: 10 years

Contract Number: FY25-01 HELP

Land Occupier Name Browns Creek Watershed District	Address 455 Hayward Ave N	City/State Oakdale, MN	Zip code 55128	
Township Name Stillwater	Township 30N	Range 21W	Section 12	1/4,1/4 NENW

Operation and maintenance (O&M) is necessary for all conservation practices and is required for all practices installed with Washington Conservation District assistance. Implementation of Tree and Shrub Establishment will help you to improve resource conditions including protection of water quality, improvements to wildlife habitat, and restoration of plant communities. This practice will require you to perform periodic operation and maintenance to maintain satisfactory performance through the effective life of 10 years.

Operation refers to operation of the practice in compliance with all laws, regulations, ordinances, and easements; and in such a manner that will result in the least adverse impact on the environment and will permit the practice to serve the purpose for which it was installed. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacing components which fail.

OPERATION AND MAINTENANCE

1. Select good planting sites ideal for understory vegetation and evaluate periodically for potential site changes and associated impacts.
2. Control access by vehicles and equipment during or after tree-shrub establishment to protect new plants and minimize erosion, compaction, and other site impacts.
3. Manage competing vegetation (including Federal or State invasive species and noxious weeds), as needed, until the desired trees and shrubs are established without competing for sunlight, water, or nutrients. Provide supplemental water to ensure a minimum of 1 inch per week during the initial establishment period of eight weeks or until the ground is frozen.
4. Fertilizers, pesticides and other chemicals used to manage competing vegetation or facilitate tree and shrub establishment shall not impact water quality or non-target organisms.
5. Periodically inspect established trees and shrubs and protect them from adverse impacts of competing vegetation, pesticides, fire, wildlife, nonfunctioning tree shelters, weed barriers, etc. Remove protective structures (e.g. tube shelters, cages) when plants are large enough to withstand environmental stressors.
6. Inspect the site at appropriate time intervals following planting, seeding, or natural regeneration to determine whether the survival rate for trees and shrubs meets the intended practice purposes and client objectives. When survival of planted trees or shrubs falls below 50 percent, or is not adequate to meet the intended objective, replant or supplement the planting as needed to meet the management goals. Practice inspection by WCD staff shall occur in the first, third, and ninth years following practice certification.

I have reviewed this operation and maintenance plan and will contact WCD for any additional technical assistance needed for implementation of this operation and maintenance plan.

Landowner/Operator

Date

Technical Assistance Provider

Date

Total Grant Amount \$5,900.00
Minumum Match (inkind or cash) required 10% \$590.00
Minumum Project Total \$6,490.00

Option 1

<i>Timeline</i>	<i>Activity</i>	<i>Grant</i>	<i>In-Kind Match</i>	<i>Total</i>
Spring 2025	Prescribed burn Unit 4	2000	0	2000
Fall 2026	Woody plant/deer protection supply order	3900	0	3900
Fall 2026	Planting labor of 150 shrubs and trees (volunteer time \$30/hour)	0	2000	2000
Throughout	Technical assistance	0	1000	1000
	TOTAL	5900	3000	8900

Option 2

<i>Timeline</i>	<i>Activity</i>	<i>Grant</i>	<i>In-Kind Match</i>	<i>Total</i>
Spring 2025	Prescribed burn Unit 4	2000	0	2000
Fall 2026	Woody plant/deer protection supply order	3900	0	3900
Fall 2026	Planting labor of 150 shrubs and trees (contractor)	0	4000	4000
Throughout	Technical assistance	0	1000	1000
	TOTAL	5900	5000	10900