City of Sunfish Lake
City Council Agenda Report

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TO: Mayor O'Leary and Members of the Sunfish Lake City Council
FROM: Kori Land, City Attorney
DATE: November 10, 2026
RE: Restoration Agreement with MN Land Trust for Musser Park

BACKGROUND

Since 2003, Musser Park has been protected by a Conservation Easement with the MN Land Trust to ensure that the park is preserved as a natural and scenic undisturbed area. Certain vegetative management, however, is allowed under the Conservation Easement, and in fact, necessary, and MN Land Trust is recommending initiating a habitat restoration project at this time. The City Council heard a presentation from the MN Land Trust at its October 13, 2026 meeting.

DISCUSSION

The restoration project will remove invasive species and restore native vegetation and prairie habitat to the park. In order to allow the MN Land Trust to perform the restoration project, the City must enter into a Restoration Agreement with the MN Land Trust, giving it permission to enter the park and do the work. The Conservation Easement does not grant MN Land Trust this much latitude, but only gives it oversight to ensure the park is protected and the City honors the intent of the Conservation Easement.

The MN Land Trust has received funding from certain grants by the State of Minnesota to complete the restoration project, so there will be no out of pocket costs to the City. The MN Land Trust will design, contract and manage the restoration project. The project is expected to occur from January 2027 through June 2030. A timeline and action steps are attached as Exhibit C to the Restoration Agreement.

RECOMMENDATION

Approve Restoration Agreement with the MN Land Trust

ATTACHMENT

Restoration Agreement

RESTORATION AGREEMENT

This Restoration Agreement (this "Agreement") is between the Minnesota Land Trust, a Minnesota non-profit corporation (the "Land Trust") and the City of Sunfish Lake, a municipal corporation under the laws of the State of Minnesota (the "Owner") regarding a upland habitat restoration project involving that real property owned by the Owner, located in Dakota County, Minnesota, and legally described in **Exhibit A** and generally depicted on the Property Map in **Exhibit B** (the "Protected Property"). Both exhibits are attached to this Agreement and incorporated by this reference.

RECITALS

A. MINNESOTA LAND TRUST. The Land Trust acquired a perpetual conservation easement recorded as Document Number 2006910 in the Dakota County Recorder's Office (the "Conservation Easement") from the Owner over the Protected Property, and desires to enter into this Agreement with the Owner to complete a habitat restoration project on the Protected Property, pursuant to the Owner's authority to maintain, restore or enhances the Protected Property under Section 3.3 of the Conservation Easement.

B. SOURCE OF FUNDING. Funding for the restoration project is provided by Minnesota's Outdoor Heritage Fund as recommended by the Lessard-Sams Outdoor Heritage Council (LSOHC), governed by Minnesota Statutes Section 97A.056, as amended. Specifically, this project is funded through the Metro Big Rivers Phase 15 program under grant number 282008 through a grant contract agreement between the State of Minnesota, acting through its Commissioner of Natural Resources, and the Land Trust (the "Grant Agreement"). The purpose of this grant is to provide funding to acquire lands in fee and permanent conservation easements and to restore and enhance natural habitat systems associated with the Mississippi, Minnesota, and St. Croix Rivers and their tributaries in the metropolitan area. These funds are subject to certain legal restrictions and requirements, including Minnesota Statutes Section 97A.056, as amended, the Grant Agreement and approved accomplishment plan, and the current Reimbursement Manual, as provided by the State.

C. RESTORATION. The Land Trust and the Owner desire that portions of the Protected Property be restored to a natural habitat condition in accordance with the Restoration Action Plan attached as **Exhibit C** and incorporated by this reference (the "Restoration Plan"). The Restoration Plan will include restoration of approximately 19 acres of mixed prairie, savanna, and forest on the Protected Property.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. PERMISSION TO RESTORE. The Owner shall allow the Land Trust to restore the

Protected Property beginning on the Effective Date (as defined below) in accordance with the Restoration Plan and any amendments mutually approved by the Land Trust and the Owner. The Owner shall cooperate with the Land Trust, and any agents or subcontractors the Land Trust may employ and shall collaborate with the Land Trust in conducting habitat restoration activities described in the Restoration Plan and section 3 below.

2. TIMING. This Agreement starts upon the date of the last signature below (the "Effective Date"). This Agreement expires on June 30, 2030, unless extended by written agreement of the Land Trust and the Owner or earlier terminated under the terms of this Agreement. The Land Trust intends to begin its restoration activities on the Protected Property upon execution of this agreement.

3. OWNER RESPONSIBILITIES. The Owner retains all rights and responsibilities and shall bear all costs and liabilities of any kind related to the use, ownership, and maintenance of the Protected Property, including but not limited to defending against trespass, responsibility for taxes and assessments, and liability and third party damage claims related to the Protected Property.

   3.1. The Owner shall allow access to the Protected Property to the Land Trust and to its subcontractors, agents, assignees, and their equipment to implement the restoration described in the Restoration Plan and to monitor progress of the project. The Owner shall also cooperate with the Land Trust in establishing staging areas as needed outside of areas being restored. The Owner shall refrain from interfering with or obstructing the restoration.

   3.2. The Owner shall identify the Land Trust and Outdoor Heritage Fund contributions to the restoration project in public presentations, reports, or other publications describing the restoration of the Protected Property, as appropriate, and comply with the State of Minnesota's grant requirements for the restoration.

   3.3. The Owner shall allow the Land Trust to photograph or record video of the various phases of the restoration process, and to use such photographs or video to publicize the Land Trust's accomplishments through public presentations, reports, or other publications.

   3.4. The Owner shall notify the Land Trust of any planned or pending change in ownership of the Protected Property or other conditions that may affect access to the Protected Property or success of the restoration.

   3.5. The Owner shall accept the restoration of the Protected Property "as is" regarding the actual quality or success of the restoration upon termination or expiration of this Agreement. The parties understand that results may vary due to conditions not under the control of the parties.

4. LAND TRUST RESPONSIBILITIES. The Land Trust will manage the restoration in accordance with the Restoration Plan. This includes completing all required design, subcontracting, inspection, approvals, and coordination with other agencies and contractors. Provided, however, the Land Trust's responsibilities under this Agreement and in the Restoration Plan are contingent upon the continued availability of the award to the Land

Trust of the funds through the Grant Agreement.

4.1. The Land Trust will provide a general schedule of activities to the Owner following execution of this Agreement. This will include the means and methods anticipated to complete the restoration and will serve as an approved "detailed action plan" as required by the Conservation Easement.

4.2. The Land Trust is responsible for managing the costs of restoration undertaken by the Land Trust. This includes contracting, payment of invoices, reimbursement requests, salaries, and other payments. The Land Trust will pay the costs of the restoration work under the Restoration Plan. The Land Trust and its contractors or agents providing services under the Restoration Plan will provide reasonable advance notice to the Owner prior to entering the Protected Property.

4.3. The Land Trust makes no warranties, guarantees, or representations regarding the actual quality or success of the restoration. The Land Trust will undertake its role as the manager of the restoration activities under the Restoration Plan and will endeavor to achieve the results as described in the Restoration Plan. The parties understand that results may vary due to conditions not under the control of the parties.

4.4. The Land Trust's restoration management responsibilities will terminate when the term of this Agreement has expired, or when this Agreement is terminated in accordance with its terms. Upon termination of this Agreement, the habitat restoration project, including its maintenance, will become the sole responsibility of the Owner.

4.5. The Land Trust and its contractors and agents agree to maintain, at their sole expense, general or business liability insurance during the term of this contract with a minimum coverage amount of $2,000,000.00. The Land Trust shall require, in each contract it enters into for work under the Restoration Plan, that the contractor maintain commercial general liability insurance throughout the term of that contract and name the Owner as an additional insured under that policy. Proof of insurance is available upon request.

4.6. The Land Trust certifies that it is in compliance with Minnesota Statute 176.181, subdivision 2, pertaining to worker's compensation insurance coverage and that it requires all contractors and agents to maintain worker's compensation insurance. The Land Trust, contractor, and agent employees will not be considered Owner 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 Owner's obligation or responsibility.

5. INDEMNIFICATION. The parties to this Agreement will defend, indemnify, and hold each other harmless from any and all costs or liability, including, but not limited to, reasonable attorney fees and court costs, for any loss, property damage, personal injury or death occurring on the Protected Property or related to the Restoration Plan or any activities conducted under the Restoration Plan, except to the extent attributable to the sole negligence of the other party.

6. AMENDMENT. This Agreement may be modified only with the written and signed consent of both the Owner and the Land Trust.

7. TERMINATION. This Agreement may be terminated by a written and signed agreement of both the Land Trust and the Owner. It may also be terminated by either of the parties for cause at any time upon seven (7) days written notice to the other party. Cause shall mean noncompliance or other material breach of this Agreement or any amendments to this Agreement. This Agreement may also be terminated by the Land Trust in the event the State of Minnesota rescinds the appropriation funding the restoration project.

8. SUCCESSORS AND ASSIGNS. All references to the Land Trust and to the Owner shall apply to and be binding upon that party's successors and assigns who have an interest in the Protected Property either as the holder of the Conservation Easement (Land Trust) or the fee owner of the Protected Property (Owner).

9. CONFLICT OF INTEREST. The Owner understands that it is the policy of the Land Trust to identify and address all transactions involving conflicts of interest, potential conflicts of interest, and other situations that may give rise to an appearance of a conflict of interest. The Owner represents to the Land Trust that nothing in this Agreement, the source of funding for the restoration or Conservation Easement project, or the performance of the Owner's obligations under this Agreement creates or results in any conflict of interest with the work or the parties. Alternatively, prior to executing this Agreement, the Owner shall attach a list of all entities with which it has relationships that create or appear to create a conflict of interest. The list must indicate the name of the entity, the relationship, and a discussion of the conflict. The Land Trust is required to monitor and report any actual, potential, or perceived conflict of interest to the State.

10. INTELLECTUAL PROPERTY. The State of Minnesota owns all rights, title, and interest in all of the intellectual property created and paid for under this Agreement and the Grant Agreement. Intellectual property includes all work and documents including, but not limited to, all data, text, photographs, databases, computer programs, notes, designs, drawings, specifications, materials, summaries, documents, or other materials.

11. GOVERNING LAW. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement or its breach must be in the appropriate state or federal court with competent jurisdiction.

12. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein, and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, Owner and the Land Trust have voluntarily executed this Agreement on the dates below.

OWNER:

Mayor Dan O'Leary	Date
City Clerk Christy Wilcox	Date

[*Signature page to Restoration Agreement]*

MINNESOTA LAND TRUST:

_____

By: Kris Laron

Its: Chief Executive Officer

Date: _____

[*Signature page to Restoration Agreement]*

Exhibit A

Legal Description of Protected Property

That certain real property located in the City of Sunfish Lake, County of Dakota, State of Minnesota, legally described as follows:

> The part of the east 745 feet of the west 845 feet of the Northwest Quarter of the Southeast Quarter of Section 31, Township 28, Range 22, Dakota County, Minnesota, lying north of the South 33 feet of the Northwest Quarter of the Southeast Quarter of said Section 31.

PID 38.03100.56.020
Abstract Property

Exhibit B

Property Map

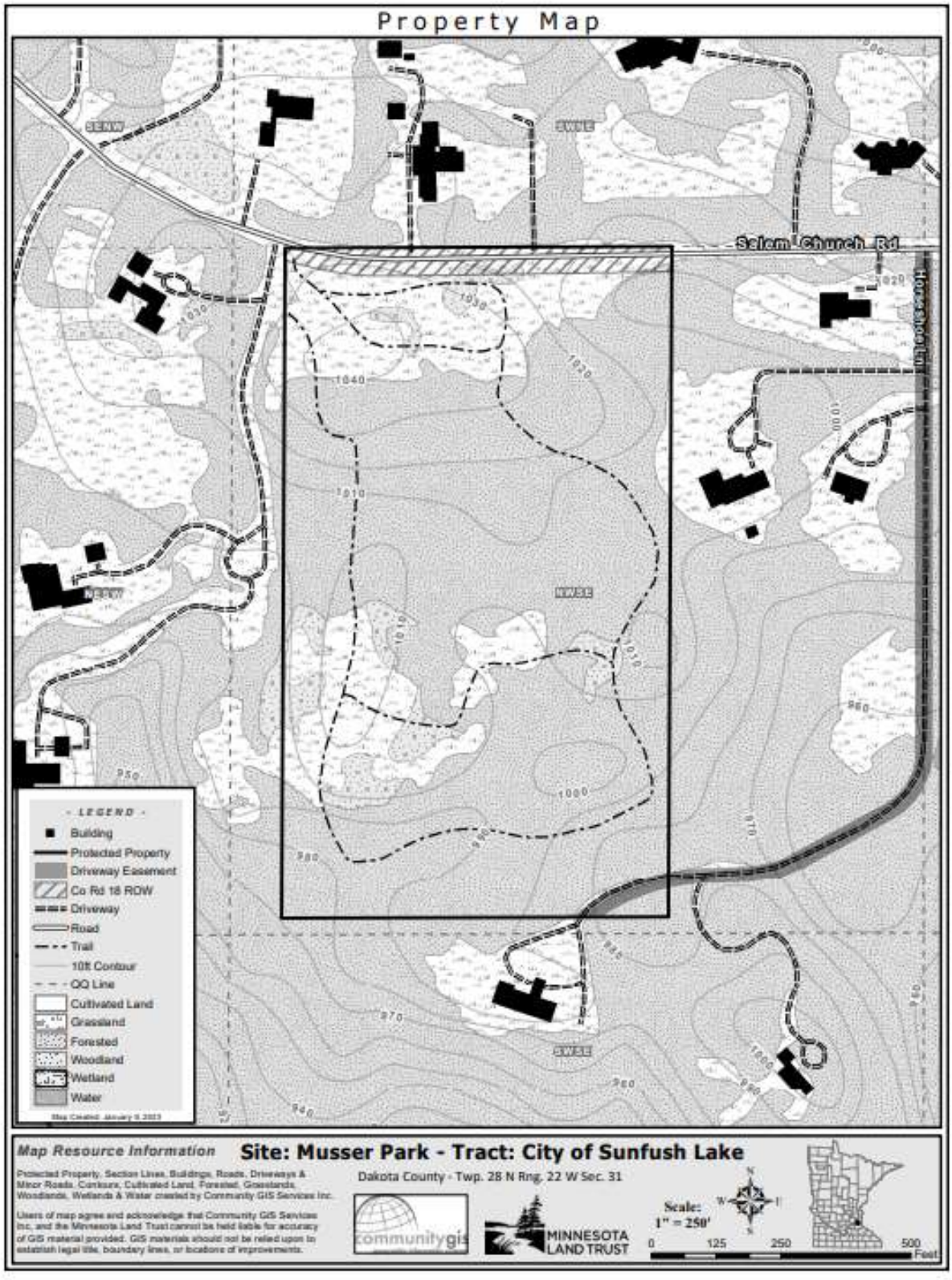


Exhibit C

Musser Park (City of Sunfish Lake) Uplands Restoration Action Plan

Easement Property Name: Musser Park (City of Sunfish Lake)

Landowner Name(s): City of Sunfish Lake

Project Manager(s): Erin Boettcher (MLT)

Acreage and habitat type: 19 acres, mix of prairie, oak savanna, oak forest

Funding source: LSOHC, Metro Big Rivers Phase 15

Restoration Description/Objectives:

Musser Park is a 22-acre parcel owned by the City of Sunfish Lake. Historically, this property was likely pastured, with sections of oak forest and 4 small wetland basins. Presently, large sections of the park are dominated by invasive amur maple, which has effectively shaded out the understory and any native vegetation within. Of the 19-acre work area at Musser Park, roughly 11 acres are densely infested with amur maple to be restored to oak savanna, prairie habitat. Roughly 2.5 acres are dominated by pasture grasses, such as Kentucky bluegrass and smooth brome, with pockets of invasive honeysuckle, buckthorn, and eastern red cedar. The southern portion of the work area, roughly 5 acres, is well maintained oak dominated forest, where invasive species have been largely managed.

The goal of this project will be to remove all invasive tree and shrub species, including amur maple, buckthorn, honeysuckle, and eastern red cedar, while maintaining as much native tree diversity and cover as feasible. In areas with minimal tree cover, native prairie will be restored through herbicide applications to target invasive pasture grasses, and reseeding. Areas with tree cover will be restored to a savanna structure, where some trees are maintained and a mix of grasses and wildflowers are seeded underneath. All treated areas will be seeded to appropriate native species mixes based on the target native plant communities.

Restoration Timeline - Work is scheduled to occur between January 2027 and June 2030. Some steps within this table may be adjusted or removed dependent upon site conditions and funding availability.

Activity	Unit(s)	Timing	Notes
Initial clearing of all amur maple and other invasive shrubs and trees across site	Dense Amur Maple unit and Grassland	January-March 2027	All trees will be cut using a feller buncher and piled. Piles will be burned and limited in number to create as few burn scars as possible. Stumps will be directly treated with an appropriate herbicide to ensure they are effectively controlled and limit resprouting. Eastern red cedars, while native, can become extremely invasive in restored prairies and savannas. These trees will also be removed within the work area. Native tree diversity, including oaks and black cherry, among others, will be maintained.
Hand clearing in oak woodlands	Oak Forest	January-April 2027	Within oak woodlands on southern edge of the property, smaller invasive species will be hand-cleared. Plants will

			be cut and stumps will be treated.
Follow-up forestry mow on any regrowth/new sprouts	Dense Amur Maple unit and Grassland	June- July 2027	Once the initial overstory of amur maple has been cut and treated, it is likely a lot of regrowth will occur from seeds in the seedbank. Once seedlings have started to grow, a forestry mower will be used to knock them down. This forestry mowing will also help smooth out the site and some of the stumps left from the feller buncher.
Spray amur maple regrowth	Dense Amur Maple unit and Grassland	Late August to September 2027	Following the forestry mowing, amur maple seedlings will likely resprout and grow again. Later in the season, an herbicide application will be made to further control resprouts and seedlings. The herbicide will be selective for the woody brush and applied low to the ground to avoid drift. Additionally, these herbicides will move down to the roots, effectively killing the plants, whereas mowing only removes the tops of the plants allowing them to regrow.
Seed understory	Dense Amur Maple unit	September-December 2027	A seed mix of native grasses will be seeded. The goal of this seed mix is to establish plants that will directly compete and shade out any amur maple regrowth.
Spray non-native smooth brome and Kentucky bluegrass	Grassland	October – early Nov 2027	Kentucky bluegrass and smooth brome can be extremely dominant in prairie sites. Applying herbicide at this time of year will allow the Kentucky bluegrass to move the herbicides to the root system, effectively killing it, while not impacting most native species, which go dormant in the fall. Areas that were previously seeded to native prairie will be marked and avoided in these herbicide applications.
Second spray non-native smooth brome and Kentucky bluegrass (as needed)	Grassland	Late April/early May 2028	Once the grass greens up, a second herbicide application will be done at this time to ensure it is being suppressed sufficiently. Again, during this time of year most native species have not emerged yet and are not at risk of being impacted by herbicide. The large root system of these pasture grasses typically require multiple rounds of herbicide application to effectively control. If areas do appear to be sufficiently controlled from the fall herbicide application, this application may only be applied in areas that are actively greening up.
Spot spray amur maple and any other invasive species on site	All units	June/July 2028	We suspect that more amur maple seedlings will emerge from the seedbank, once they have sufficiently grown, plants will be spot sprayed with a selective herbicide as needed. If any other invasive species are present on site, these will also be spot sprayed with a selective herbicide at the appropriate timing.
Third spray non-native smooth brome and Kentucky bluegrass (only if needed)	Grassland	October – November 2028	If Kentucky bluegrass, smooth brome, or other weedy, invasive species persist, a third round of herbicides may be applied prior to seeding the site. This will only be completed if deemed necessary.

Graze sheep	Dense Amur Maple unit and Grassland	September-November 2028	A herd of sheep (possibly mixed with goats) will be put on site with intention of knocking back the grasses previously seeded as well as any remaining amur maple or woody invasive species on site. This grazing will open the site up for a more diverse, prairie mix to be seeded. This step will be subject to site conditions and funding availability.
Frost seeding/diversity seeding	Dense Amur Maple unit and Grassland	November 2028- March 2029	A native wildflower dominated seed mix will be seeded on site to increase diversity and improve pollinator habitat.
Establishment Mowing #1	Dense Amur Maple unit and Grassland	June 2029	Areas seeded will be mowed during the summer once plants are 12-18 inches tall. This will help control annual weeds and allow more sunlight to hit the new seedlings.
Spot spraying invasive species	All units	June 2029	If amur maple or other invasive species persist, spot spray with most selective herbicide available. This step will only be completed if deemed necessary by site conditions.
Establishment Mowing #2	Dense Amur Maple unit and Grassland	June 2030	Again, the seeded areas will be mowed to increase establishment success. This step will only be completed if deemed necessary by the site conditions.

Access and Other Considerations

Contractors will utilize Salem Church Road, and the northwestern corner of the easement for access and as a staging area. Contractors will be made aware that the driveway to the west of the park boundary is private property and won't utilize that space. Additionally, in coordination with the City Forester, certain trees within the northwest corner of the easement may be removed as needed to increase accessibility for equipment (many of these trees are large amur maples).

Contractors will utilize existing trails to minimize disturbance of planted trees within the northern acreage of the park and will be responsible for repairing any rutting or disturbance caused from machinery. Equipment may be kept on site between workdays at the discretion of the Contractor and the Contractor will be responsible for maintaining and securing any equipment left on site.

Following each Activity in the Restoration Timeline, the MLT Project Manager will be on site to assess the quality of work done. Additionally, at minimum, there will be yearly on-site meetings between the MLT Project Manager, City Forester, and the Contractor to assess site conditions, review previous work, and discuss upcoming restoration activities.

Future Management Suggestions/ Ongoing Maintenance

This project will conclude by June 30th, 2030, after which the maintenance and management of the site is the responsibility of the City. Future management suggestions are noted below, and additional details can be found within the Habitat Management Plan for the property.

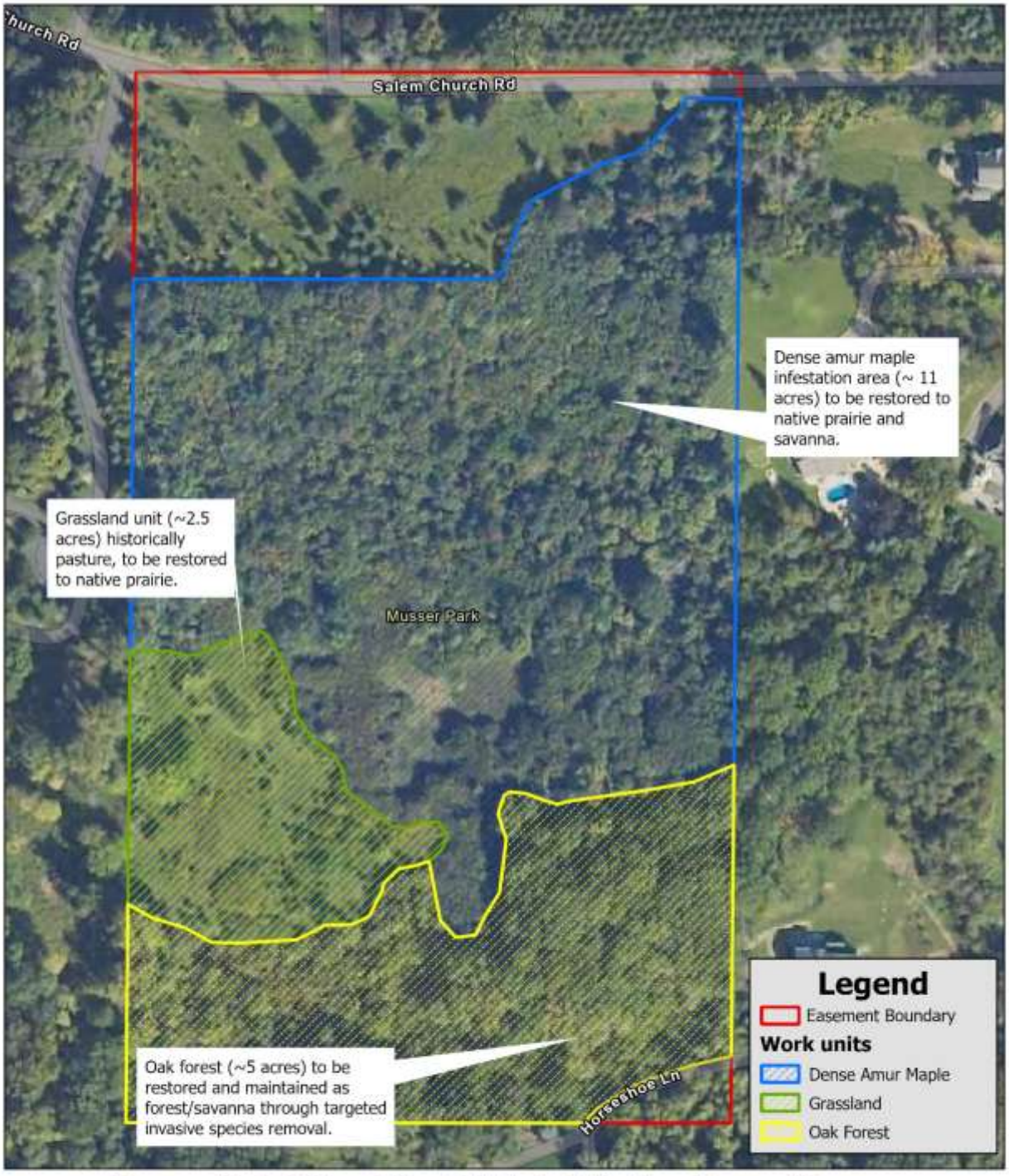
Future Management Suggestions:

- Continue to monitor and treat invasive species within the easement. Most commonly these species are noted along edges, trails, and in areas with recent disturbance such as after trees have been cut or fallen in storms.
- For invasive woody brush, such as buckthorn, cutting and treating stumps or using basal bark treatments is recommended. More specific information on treatment can be found on the MN Department of Natural Resources webpage for Terrestrial Invasive Species here.
- Other invasive brush species that may persist within the area and should be monitored for and treated include: common and glossy buckthorn, non-native bush honeysuckles, autumn olive, Japanese barberry, winged burning bush, amur maple, and multiflora rose.
- Spotted knapweed, wild parsnip, Canada thistle, biennial thistles (such as musk, plumeless, and bull thistles, (please note there is a native biennial thistle called field thistle that may be included in the seed mix, it is distinctively white on the underside of its leaves)), and garlic mustard should be monitored for and treated appropriately. Spotted knapweed, wild parsnip, biennial thistles, and garlic mustard are all typically biennial species, meaning they typically only live for two years and reproduce from seed. As such, it is important to reduce seed set of these plants through targeted cutting or mowing while they are flowering. Extreme caution should be taken when working near wild parsnip. See resources below for more specifics on management techniques.

Additional Management Resources:

- Minnesota Department of Transportation Noxious Weed Guide (2026) - https://files.dnr.state.mn.us/eco/invasives/noxious-weeds.pdf
- Woody Encroachment and Woody Invasives – University of Purdue (some different species but good concepts)
- Wild Parsnip Lifecycle and Control - Minnesota Department of Agriculture and U of M
- Knapweed Control- Minnesota Department of Agriculture
- Spotted Knapweed Lifecycle and Control- Minnesota Department of Agriculture
- Garlic Mustard Lifecyle and Control – Minnesota Department of Agriculture
- Canada Thistle (perennial) Lifecycle and Control - Minnesota Department of Agriculture
- Biennial Thistles Lifecycle and Control - Minnesota Department of Agriculture
- Buckthorn Lifecycle and Control - Minnesota Department of Agriculture
- Native thistle guide - MN Board of Soil and Water Resources

Project Map (2025 imagery)



Musser Park (City of Sunfish Lake) Restoration ~ 19 acres

MINNESOTA LAND TRUST

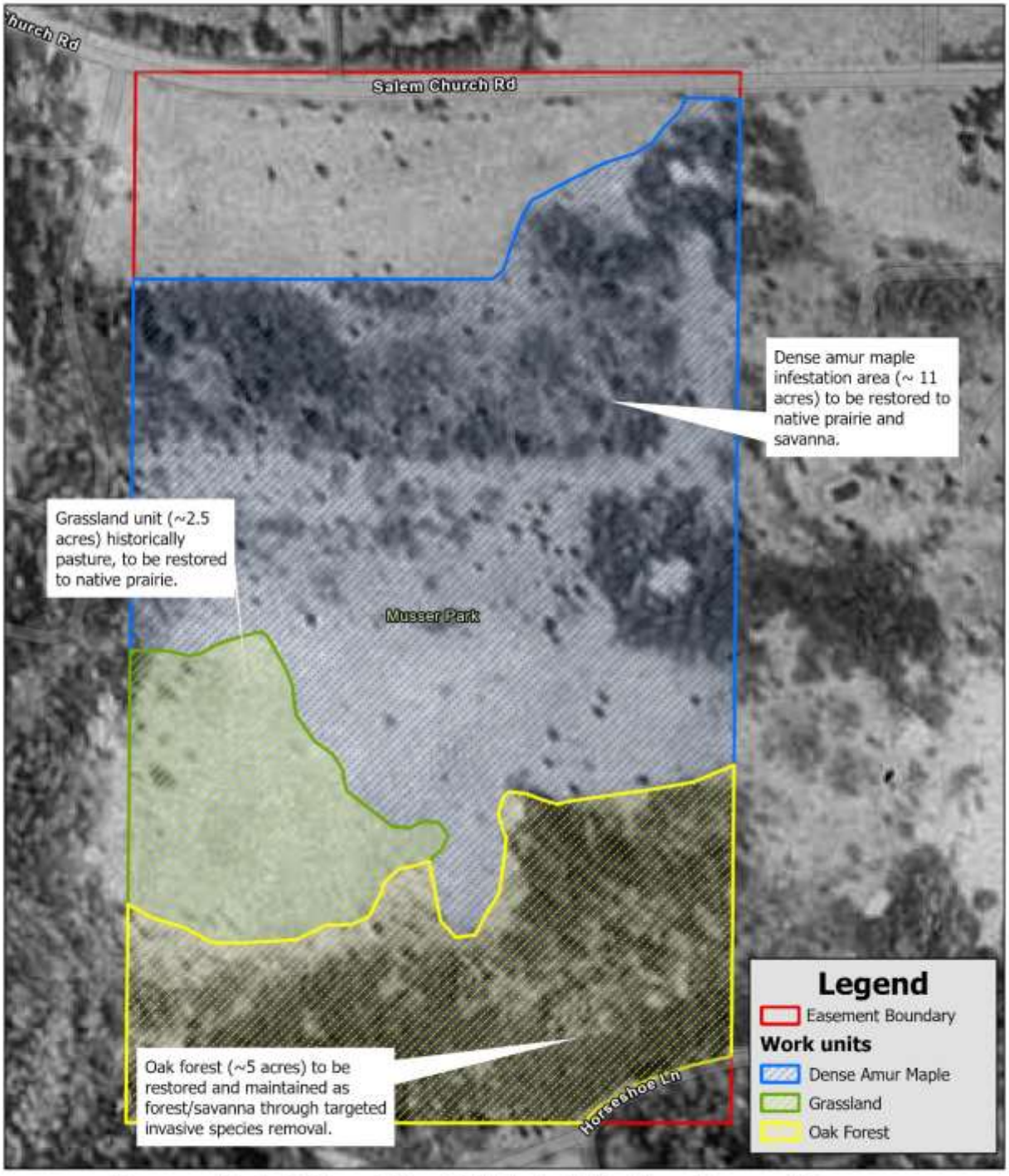
The goal of this restoration is to restore the site to a mix of oak savanna and native prairie with a small section of oak forest. See plan for specific restoration details and steps.

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Created by: Erin Boettcher on 8/21/26
MNGeo WMS 2025 Color FSA
NAD 1983 UTM Zone 15

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1991 Imagery



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MINNESOTA LAND TRUST

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NAD 1983 UTM Zone 15

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