



Creating Common Ground

A report to the Minnesota Legislature on joint management opportunities related to the 2,840 acres of conservation, research and recreation land owned by the University of Minnesota in Dakota County

*Prepared by the Minnesota Department of Natural Resources
in cooperation with the University of Minnesota and Dakota County
pursuant to 2006 Minnesota Laws, Chapter 247*

January 2007

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Introduction

In the spring of 2006, the Minnesota Legislature and Gov. Tim Pawlenty enacted landmark legislation laying the groundwork for what ultimately may become a 4,000-5,000 acre complex devoted to conservation, research and outdoors recreation – all within a short drive for half the state’s population. Included in a bill providing state funding for a new Gophers football stadium, the legislation set aside 2,840 acres of land owned by the University of Minnesota in Dakota County to be jointly managed by the University and the Minnesota Department of Natural Resources. It also called upon the DNR and the University to report back to the legislature on how such joint management might be most effectively accomplished and to develop preliminary short-term and long-term programmatic plans. This report is in fulfillment of that mandate.

While the addition of nearly 3,000 acres to the public land base for conservation and outdoors recreational purposes would be noteworthy anywhere, the University’s land in Dakota County is especially significant. With the recent creation of a new 475-acre Wildlife and Aquatic Management Area nearby on the Vermillion River (a trophy trout stream) as well as land along the river owned by the Met Council, and with plans for a new Dakota County regional park adjacent to these properties, the opportunity exists to develop a large multi-use recreational complex in the heart of one of the most rapidly developing metropolitan areas in the country. It’s a one-of-a-kind opportunity to create a lasting amenity, and it was with awareness of the occasion’s singularity that representatives of DNR, the University and Dakota County set about developing preliminary plans.

Over the course of several months participants came together around a common vision for the area and undertook both short-term and long-term assessments of programmatic needs to fulfill that vision. They created a preliminary concept map outlining how various portions of the property might be managed to realize the different programmatic goals of the respective parties. They identified responsibility for potential remediation of pollution, and they worked out an agreement detailing management responsibilities and authorities, as well as a process for dispute resolution. Finally, they proposed a new name for the area to better reflect its new management goals and to distinguish it from other University property in the county -- Vermillion Highlands: A Research, Recreation and Wildlife Management Area.

The products of these efforts are included in this report, along with copies of authorizing legislation, proposed legislation permitting the area to be managed as a modified state Wildlife Management Area, and a list of team members. It is the hope of those team members that this is just the beginning of a long-term project that will provide a rich range of benefits to residents of the region and the state for many generations to come.

DNR/University of Minnesota Management Agreement

AGREEMENT

UMORE PARK

This Agreement ("Agreement") is made and entered into this 22nd day of January, 2007, by and between the Regents of the University of Minnesota, a Minnesota constitutional corporation ("University") and the State of Minnesota, acting by and through its Commissioner of Natural Resources ("DNR"). For purposes of this Agreement, the University and the DNR are each sometimes referred to as a "party" and collectively as "parties."

WHEREAS, the University owns a tract of land in Dakota County, Minnesota commonly known as "UMore Park;" and

WHEREAS, 2006 Minn.Laws, Chapter 247 (the "Act") provides that 2,840 acres of UMore Park lying generally south of 170th Street and legally described in Exhibit A hereto (the "Conservation Land") is to be limited in use; and subject to conditions stated in the law, the Conservation Land is to be offered to the DNR no later than the last of the payments under Minnesota Statutes Section 137.51, subd. 2; and

WHEREAS, the Act further contemplates that the University and DNR will promptly endeavor to enter into an agreement providing for the cooperative oversight of the use of the Conservation Land, which agreement shall: preserve and protect the University's use thereof for educational, research, outreach, scientific and agricultural uses; prohibit residential, commercial or industrial uses; and enable the use thereof for agricultural, outdoor recreation, open space management, wildlife management, aquatic management, and scientific and natural areas; and

WHEREAS, the University and DNR, in consultation with Dakota County and other stakeholders, have undertaken an assessment of the short-term and long-term programmatic plans for the development of the Conservation Land; and

WHEREAS, the University and DNR desire to enter into an agreement for the cooperative oversight of the use of the Conservation Land; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Minnesota Statutes Section 471.59, subdivision 1; and

WHEREAS, the University and DNR recognize the substantial interest of the County of Dakota (the "County") in the manner in which the Conservation Land is used.

NOW THEREFORE, the parties agree as follows:

1. **Purpose of Agreement; Uses of the Conservation Land.**

The purpose of this Agreement is to provide for the cooperative management of the Conservation Land by the University and DNR in a manner that enriches lives through University research and the provision of natural resource based recreation, education and research conducted in harmony with the protection and restoration of land, habitat and wildlife. The parties have entered into this Agreement with the goal of serving the people of Minnesota through their collaborative efforts and with the recognition that more public benefit can be achieved through their cooperation than would otherwise be possible.

It is the intention of the parties that the Conservation Land be managed in such a way as to simultaneously assure its availability to the University for the "Permitted University Uses" as that term is defined in Minnesota Statutes Section 137.50, subd. 7, its availability for the "Other Permitted Uses" as that term is defined in Minnesota Statutes Section 137.50, subd. 8 and to prevent any of the "Prohibited Uses" as that term is defined in Minnesota Statutes Section 137.50, subd. 9. The parties recognize that only by working together in good faith and by consensus can the several goals of the Act be achieved and they commit themselves to that endeavor.

2. **Term.**

The term of this Agreement commences on the date first stated above and continues until terminated by mutual agreement of the parties or by the University if the State of Minnesota fails to make all of the payments required by Minnesota Statutes Section 137.54.

3. **Dakota County Participation.**

The parties recognize the vital interest of the County and its citizens in the use of the Conservation Land and value the expertise of the County in developing and managing outdoor recreational areas. Accordingly, the parties have invited and the County has agreed to participate in the management of the Conservation Land as provided herein. The County is not, however, a party to this Agreement and, except as expressly agreed by the University, DNR and the County, the County shall have no rights, obligations or liability under this Agreement.

4. **Governance.**

a. **Steering Committee.** A Steering Committee made up of two (2) representatives each from the University, the DNR and the County is hereby established. Members shall be employees or officers of the appointing authority. The Steering Committee is responsible for broad direction setting and ensuring inter-organizational cooperation. Toward that end, the committee shall:

- i. Oversee the orderly implementation of this Agreement and the broad Assessment described in paragraph (d), below;

- ii. Approve annual operating plans;
- iii. Provide oversight of lease revenues; and
- iv. Address unforeseen issues and operational disputes.

The University, the DNR and the County each reserves the right to reappoint or terminate the appointments of those committee members it appoints and to appoint alternates. Representatives of the University and the DNR shall be entitled to vote on matters before the Steering Committee and each party shall have one vote. Representatives of Dakota County shall be non-voting members of the committee, but shall be otherwise entitled to fully participate in all committee meetings, receive advance notice of committee meetings, enjoy full access to records of the committee and exercise all other rights and prerogatives of committee members. The committee shall select its own chair, adopt rules of order and establish a meeting schedule. The committee shall meet at least once each calendar quarter

b. **Operations Team.** An Operations Team made up of three (3) members, one (1) of which shall be designated by each of the University, the DNR and the County is hereby established. Members shall be employees or officers of the appointing authority. The University, the DNR and the County each reserve the right to reappoint or terminate the appointments of those team members it appoints. The Operations Team is responsible for day-to-day management of the Conservation Land and toward that end shall:

- i. Develop annually and recommend to the Steering Committee a coordinated operating plan that implements the direction set forth in this Agreement and the Assessment;
- ii. Develop annually and recommend to the Steering Committee a spending plan for lease revenues;
- iii. Recommend to the Steering Committee an annual leasing plan;
- iv. Promote good relations with individual lease holders, neighbors and other stakeholders; and
- v. Perform such other responsibilities as may be delegated to it from time to time by the Steering Committee:

c. **Sub-Committees.** The Steering Committee may establish any number of advisory subcommittees it deems necessary from time to time in order to further the goals and objectives of this Agreement. The purpose, membership and duration of existence of a subcommittee shall be as directed by the Steering Committee at the time that such subcommittee is created. The University, the DNR and the County shall each have at least one member on any subcommittee created by the Steering Committee.

d. **Assessment; Master Plan.** Consistent with the provisions of Minnesota Statutes Section 137.52(a) the University and DNR, in consultation with the County, have developed the Assessment attached hereto as Exhibit B. The Assessment is an integral part of this Agreement and shall guide the actions of the Steering Committee and its subcommittees and the Operations Team in their oversight and management of the Conservation Land. In the event of any conflict between the Assessment and this Agreement, this Agreement shall control. A master plan (“Master Plan”) shall be developed for the Conservation Land and submitted for approval by the Steering Committee. The Assessment and Master Plan may be amended from time to time by the Steering Committee.

e. **Resolution of Disputes.** It is the intention of the parties to arrive at mutually satisfactory solutions to problems that are consistent with this Agreement and the provisions of the Act and to encourage support for the collaborative management of the Conservation Land by the University and DNR. Toward that end, if the representatives of the University and DNR on the Steering Committee cannot agree on a matter, the matter shall be referred to a vice president of the University designated by the University President and a deputy or assistant commissioner appointed by the Commissioner of the DNR who will meet and attempt to resolve the matter. If the matter still cannot be resolved, then the matter shall be decided by the then-owner of the Conservation Land in a manner consistent with this Agreement and the provisions of the Act. If the other party is aggrieved by such decision, such other party may submit the matter to mediation as provided in Section 11, below.

5. **Operating Budget; Maintenance and Financial Responsibilities.**

An annual joint operating budget for the Conservation Land shall be prepared by the Operations Team and submitted to the Steering Committee not later than April 1 of each year. For purposes of this Agreement, the budget shall cover an entire fiscal year, and each fiscal year shall begin on July 1 and end on June 30. The revenues available for the operation of the Conservation Land shall be limited to (a) the income received by the then-owner of the Conservation Land from leases of such Land, and (b) the voluntary contributions of the University, the DNR and the County. The expenses payable out of the revenues shall be limited to reimbursement of the reasonable costs incurred by the then-owner of the Conservation Land for the maintenance, repair and replacement of roads and other improvements as they exist on the Conservation Land as of the effective date of this Agreement, mowing of grass in ditches, trimming trees, fire, ambulance and emergency services, and subject to the availability of revenues, such other expenditures as are approved by the Steering Committee. The Steering Committee shall have no authority to require the University, the DNR or the County to make payments for the operation, maintenance or improvement of the Conservation Land except as specifically authorized herein.

Unless otherwise agreed, the then-owner of the Conservation Land shall maintain, repair and replace the roads and other improvements now on the Land and provide the other services described in the foregoing paragraph to substantially same quality and character as existed on the

effective date of this Agreement. To the extent the income from leases collected by the owner (after paying leasing and administration costs as provided in Section 7(b)) is insufficient to cover the reasonable costs of such maintenance, repair and replacement and other services, the parties shall equally share the excess costs. The entity collecting the income from leases and performing the maintenance, repairs and replacements and other services as provided above shall do so either with its own forces or with contractors selected in accordance with such party's procurement rules and shall periodically provide the other party with information reasonably setting forth the amount of rent collected and expenses for which reimbursement was made.

Unless otherwise agreed, the University and DNR shall each pay all costs and retain all revenues associated with its separate activities on the Conservation Land. If the County is authorized by the Steering Committee to conduct programs or activities on the Conservation Land, it shall pay costs and retain revenues as agreed by the Committee and County. If any two entities jointly undertake an activity, those two shall pay all related costs and allocate such costs and any revenues related to the activity between them as they shall agree. By way of example, the DNR shall pay all costs associated with the operation of a Wildlife Management Area and enforce applicable laws and retain all hunting license fees and the University shall pay all costs associated with the conduct of University research and retain all grant or other funds associated with that research.

6. Capital Expenditures; Financial Responsibilities of the Parties.

Capital improvements may be made to the Conservation Land upon written approval of the Steering Committee. In the event this Agreement is terminated, such improvements shall become the property of the then-owner of the Conservation Land.

7. Leases and Lease Revenues.

a. **Leases.** An annual leasing plan addressing the areas of the Conservation Land that will be made available to third parties to lease, the permitted land uses, the duration of leases and the anticipated income and expenses associated therewith shall be prepared by the then-owner of the Conservation Land and submitted to the Operations Team for review and recommendations and to the Steering Committee for approval. The leasing plan shall be consistent with any approved Master Plan. The party that is the then-owner of the Conservation Land shall be the landlord named in the leases and shall be responsible for entering into and administering leases. Unless otherwise determined by the Steering Committee, such party shall use the forms of agreement and follow the customary leasing procedures of such party.

All new leases of and lease amendments for agricultural land shall include the agreement of the tenant thereunder that, if authorized by the DNR, hunting shall be permitted on the leased premises.

b. **Income from Leases.** The party that is the then-owner of the Conservation Land shall, with the concurrence of the Steering Committee, set rents and shall be responsible for

collecting rents and other amounts due from tenants occupying the Conservation Land under leases. The money collected shall be used first to reimburse such party for the reasonable costs of entering into and administering the leases and the balance, if any, shall be dedicated to operation and maintenance of the Conservation Land. The party administering the leases and collecting the rents and other amounts due under leases shall establish appropriate accounts for the deposit of lease income and payment of expenses. Account records shall be made available to the other party on request.

8. **Liability and Insurance.**

The University and DNR agree that they each will be responsible for their own acts and the acts of their employees, volunteers and agents and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party or the acts of such party's employees, volunteers or agents and the results thereof. The liability of the DNR and the University are subject to limits provided for from time to time in Minnesota Statutes Section 3.736. If and to the extent the County engages in or agrees to become responsible for activities on the Conservation Land, the County shall enter into an agreement with the University and DNR by which it will be responsible for its own acts and the acts of its employees, volunteers and agents and the results thereof to the extent authorized by law but will not be responsible for the acts of the University or DNR. The agreement may further require the County to maintain appropriate liability and workers compensation insurance coverage (either by procuring commercial policies of insurance or through a program of self insurance). The parties acknowledge that the County's liability is subject to the liability limits provided for from time to time in Minnesota Statutes Chapter 466.

9. **Environmental Matters.**

The Parties acknowledge that the Conservation Land was all once part the Gopher Ordnance Works (GOW), a World War II smokeless gunpowder production facility owned, constructed and operated by the United States Government and its contractor. The University is engaging in efforts to require the United States Government to fulfill its obligations to address GOW-related environmental contamination present on the Conservation Land, as provided in Minnesota Statutes Section 137.51, subd. 2. The United States Army Corps of Engineers (USACE) has identified three Areas of Concern (AOCs), located in whole or in part within the Conservation Land, on which there may be a release or threatened release of hazardous substances associated with GOW. USACE will, subject to available funding, investigate and remediate GOW-related releases present on the Conservation Land. The Parties further acknowledge post-GOW uses of the Conservation Land may have resulted in a release or threatened release of hazardous substances, pollutants or contaminants. The Parties agree as follows with respect to environmental matters associated with the Conservation Land:

- a. USACE Response Actions. It will be necessary for USACE and its contractors to access the Conservation Land to complete the investigation and any required remediation of environmental contamination associated with GOW. The Parties

acknowledge that USACE's activities with respect to the AOCs may temporarily interfere with the permitted uses of the Conservation Land, as provided in Minnesota Statutes Section 137.50, subds. 7 and 8 (Permitted Uses and Other Permitted Uses), and agree that USACE's activities shall take priority over the Permitted Uses and Other Permitted Uses. Neither party shall take any action to interfere with or delay USACE's activities on the Conservation Land.

b. Cleanup Goals. The cleanup goals for any hazardous substances released as a result of GOW will be established by USACE, with input from MPCA. The cleanup goals for any other hazardous substances present on the Conservation Land as a result of post-GOW land use will be established by MPCA, and shall be based upon the Permitted Uses and Other Permitted Uses for the Conservation Land. The parties agree that they will not request that MPCA establish cleanup standards with respect to any release or threatened release of hazardous substances, pollutants or contaminants present on the Conservation Land that are more stringent than those necessary to allow the Permitted Uses and Other Permitted Uses.

c. Liability for Response Costs. Each party agrees that it will be responsible for all costs required to investigate or remediate a release or threatened release of hazardous substances, pollutants or contaminants on the Conservation Land to the extent that they caused or contributed to such release or their actions on the Conservation Land created or increased the liability exposure of the other party for such release. The parties further agree that, from the effective date of this Agreement through the date of the transfer, if any, by the University of the Conservation Land to DNR or its designee(s) in its "as is" condition as is provided in Minnesota Statutes Section 137.51, subd. 2, they will comply with all applicable federal and state environmental laws, rules and regulations.

Where appropriate, terms consistent with those set forth above shall be included in leases or other agreements authorizing third parties to use or manage all or part of the Conservation Land.

10. **Taxes.**

Leases with third parties shall be structured in such a way as to require such third party to pay any real or personal property taxes associated with its use of the Conservation Land. The parties intend that the tax exempt status of the Conservation Land shall be preserved.

11. **Default; Remedies.**

In the event a party breaches this Agreement the other party shall have the right to legal, declaratory and equitable relief as permitted by law. Before either party commences an action against the other with respect to this Agreement, (a) the parties shall submit the matter for non-binding mediation; and (b) the mediator shall have certified either that the parties have been unable to resolve the dispute or that the prospective defendant has refused or failed, for a period of at least thirty (30) days after the other party gave notice that it desires to submit a matter to

mediation, to participate in the mediation. The mediator will be selected by mutual agreement of the parties with the costs equally divided between them. If the parties cannot agree on a mediator, either party may ask the Chief Judge of Minnesota District Court, First Judicial District to designate the mediator.

12. Notices.

All notices, requests, and other communications that the University, DNR or the County is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: Office of the President
 202 Morrill Hall
 100 Church Street S.E.
 Minneapolis, MN 55455

With a copy to: Director of Operations
 UMore Park
 1605 – 160th Street W
 Rosemount, MN 55068

If to the DNR: Regional Director
 Minnesota Department of Natural Resources Central Region
 1200 Warner Road
 St. Paul, MN 55106

If to the County: Director, Dakota County Physical Development Division
 Dakota County
 14955 Galaxy Avenue
 Apple Valley, MN 55124

13. Assignment.

This Agreement will be binding upon and inure to the benefit of the University and DNR and may not be assigned by either party and any attempted assignment shall be void. Notwithstanding the foregoing, in the event DNR requests that some or all of the Conservation Land be transferred to another governmental unit of the state as provided in Section 2 of the Act, the transferee shall succeed to the rights and obligations of the DNR as to the portion of the Land conveyed to the transferee. If the transferee acquires all of the Conservation Land, it shall serve on the Steering Committee in place of the DNR. If the transferee acquires only a part of the Conservation Land, the transferee shall be entitled to participate in Steering Committee

deliberations but shall not have voting rights except as may be approved by the University and DNR.

14. **Waiver.**

Neither the failure by the University or DNR, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure or the University or DNR to exercise any right, privilege, or remedy conferred herein shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege or remedy thereafter. In addition, no delay on the part of either the University or DNR in exercising any right or remedy herein shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof, or the exercise of any other right or remedy.

15. **Amendments.**

This Agreement may be amended only in a writing duly executed by the parties. If the University secures a land survey of the Conservation Land, the parties agree to substitute the legal description of the Conservation Land as determined by such survey for the description set forth in Exhibit A.

16. **Entire Agreement.**

This Agreement embodies the entire agreement between the University and DNR, and there are no other agreements, either oral or written, between the University and DNR on the subject matter hereof.

17. **Relationship of the Parties.**

It is not the intent of this Agreement to create the relationship of partners, joint ventures or an association among the parties and neither party is authorized to act as the agent of the other except as expressly provided herein.

18. **Use of Name or Word Marks.**

Neither party shall use the name, trademark, trade name or other designation of the other party in any advertising, publication or other promotional activity with respect to the Conservation Land without the prior express written permission of such other party.

19. **Governing Law.** The laws of the state of Minnesota shall govern the validity, construction, and enforceability of this Agreement.

IN WITNESS WHEREOF, University and DNR have executed this Agreement on the day and year first above written.

REGENTS OF THE UNIVERSITY OF MINNESOTA STATE OF MINNESOTA

By Robert H. Brumby

By Mk Hlt

Its president

Its Commission

EXHIBIT A

Approximately the Southerly $\frac{3}{4}$ of the Southwest $\frac{1}{4}$ of Section 1 (comprising 120 acres), approximately the Southeast $\frac{1}{4}$ of Section 2 (comprising 160 acres), the East $\frac{1}{2}$ of Section 10, Section 11, the West $\frac{1}{2}$ of Section 12, Section 13, and Section 14, all in Twp. 114 North, Range 19 West, Dakota County, Minnesota.

Assessment of Programmatic Needs

**Short- and Long- Term Assessments of Programmatic Needs
for the 2840 acres of
Vermillion Highlands: A Research, Recreation and
Wildlife Management Area
(Referenced in Agreement as “Exhibit B”)**

**Submitted by: Vermillion Highlands Operations Team
12/15/06**

Operational Guidelines and Principles:

- 1) A modified WMA will be established which accommodates the collaborative vision for the Vermillion Highlands: A Research, Recreation and Wildlife Management Area (hereafter referred to as Vermillion Highlands, which name requires final approval by the University and DNR) as reflected in the Agreement between the University and DNR and plans adopted by the Steering Committee established by the Agreement.
- 2) The University and DNR will have voting membership on the Steering Committee. Dakota County will have non-voting membership.
- 3) The Steering Committee will be responsible for making all major decisions concerning the operation and improvement of Vermillion Highlands. The Steering Committee will establish and annually review Operations and Master Plans to guide the collaborative improvement and management of Vermillion Highlands in the context of the greater landscape, e.g. UMore North, Regional Park, Vermillion River WMA, Empire Waste Water Treatment Plant, etc.
- 4) An Operations Team comprised of representatives of the University, DNR, and Dakota County will be established and make recommendations to the Steering Committee with respect to implementation of the annual Operations Plan.
- 5) Because the property will be operated as a modified WMA, the Commissioner of the DNR will have the authority and flexibility to create rules for Vermillion Highlands that are consistent with the terms of the Agreement between the University and DNR and are based on direction by the Steering Committee.
- 6) The Steering Committee and Operations Team allow for flexible and responsive management of Vermillion Highlands to minimize conflicts, optimize opportunities for public use, and avoid public confusion.
- 7) The modified WMA and the rules adopted by the Commissioner of the DNR will assure reasonable public access to Vermillion Highlands for diverse, high quality recreation uses as well as reasonable University access for a broad range of research and education uses in a manner that is compatible with providing quality public hunting opportunities.

8) Agricultural plot research and more intensive public recreational and educational use activities will be oriented toward the northern portions of the site with more extensive wildlife management oriented toward the south.

9) The Lone Rock recreational trail or a trail of similar length and quality should be maintained in order to provide quality horseback riding, hiking, and cross country skiing and other compatible, non-motorized uses. The Agreement and the decisions of the Steering Committee should provide the DNR and Dakota County with flexibility to manage specific temporal and spatial issues and needs. The trail location and design will be an element of the future Master Plan.

10) The DNR will have lead responsibility for managing the WMA according to the terms of the Agreement and applicable state law, including regulation of hunting and fishing, law enforcement, signage, etc.

11) Dakota County will have the lead responsibility for the improvement and management of non-hunting, recreation facilities and uses on Vermillion Highlands, according to the terms of the Agreement and the approved Operations and Master Plan.

12) A process for resolution of disputes has been developed and is described in the Agreement.

Timeline

1. Agreement approved	January 2007
2. Dispute resolution process is defined in Agreement	January 2007
2. Modified WMA approved	May 2007
3. Vermillion Highlands Steering Committee and Operations Team established	January 2007
4. Public opening of Vermillion Highlands	August, 2007
5. Hunting begins	Fall, 2007

Vermillion Highlands Long-Term Assessment

The long term uses of the 2,840 acres comprising Vermillion Highlands are being evaluated by the University of Minnesota, the DNR and Dakota County. A complete assessment that is adequate to guide the future use of the property could not be completed within the time available between the close of the last legislative session and the present, but the parties doing the work have unanimously agreed that the land is suitable for mixed uses including University field research, other University research (including research of common interest to University of Minnesota, the DNR and Dakota County), hunting and other activities permitted in Wildlife Management Areas, active public recreation including hiking and biking, and native plant restoration. There is adequate land available to satisfy all of these needs. A complete assessment can be prepared only after a thorough inventory is made of the entire resource. The pace at which present uses of the land will change will be dictated by the availability of additional state and county resources.

Research will continued undiminished

There are many research opportunities enhanced by the joint management of this land. They range from research regarding the impacts of restoration strategies on wildlife populations, to social and environmental impacts of trail development, to carbon sequestration to agriculture and renewable energy. Research will be managed as described below.

A three-tiered approach to conduct and manage research will be established:

- 1) The University will use about 415 acres for plot research, as needs dictate.
- 2) The research will be conducted within approximately 1000 acres of land. The precise location of the 415 acres under active research will vary in order to accommodate research needs as they change over time. Initially, the additional 585 acres would probably be leased for farmland or used for University-related crop production. As research opportunities emerge the additional acres could be used to accommodate emerging research issues that might need field scale evaluation like wheat scab, white mold, biomass for energy production, etc.
- 3) Parts or all of the remaining 1840 acres could be used to meet research needs identified by the University and its partners. Because of the multiple uses to which the property will be put and the relationship between the University, the DNR and Dakota County, the University will be especially open to conducting research that is appropriate for the property and of interest to the DNR and County.

The University will manage the first two categories of research land (the 1000 acres) with the understanding that research would be designed and implemented with the common interests and objectives of its partners in mind. With the exception of jointly established buffers and certain research areas where the University has determined that its research objectives or the public would be jeopardized if access were permitted, seasonal hunting will be allowed on the 1000 acres. Proposals for University research on the remaining 1,840 acres would be reviewed and acted upon by the Steering Committee or its designees. The presumption is that University research that does not interfere with the operation of the modified WMA or interfere with the accomplishment of the Master Plan established by the Steering Committee will be allowed.

High Quality Hunting Experiences are Provided

The DNR has the financial and technical expertise necessary to manage the Vermillion Highlands and provide high quality wildlife habitat and public hunting opportunities. Adequate financial and human resources will be made available to provide opportunities for safe, high quality hunting on the WMA.

The DNR and the University entered into this relationship committed to the principle that the property can be managed in a way that provides a broad range of wildlife management, recreational and research opportunities and that potential conflicts between these activities can be overcome by good planning and flexibility. The establishment of appropriate buffers, the location of uses that thoughtfully take into account the full range of activities for which the property is used and professional management will be done in a way that provides maximum public benefit and the accomplishment of all of the goals of 2006 Minn. Laws, Chapter 247.

When safety concerns are identified by the Operations Team and/or Steering Committee related to the discharge of firearms, sufficient and effective buffers from firearm use and possession will be established that protect nearby residential, commercial and public uses and allow for recreational and educational activities. In instances where buffers are necessary, a minimum of buffer distance of 500 feet will be established. The location, size and duration of those buffers will be decided by the Vermillion Highlands Steering Committee taking into account recommendations from the Operations Team. In recognition of the potential need to establish long-term buffers, development of capital improvements and outdoor recreational facilities at Vermillion Highlands will be sited in a manner that allows for the 500 foot buffer.

In general, agricultural plot research and more intensive public recreational and educational use activities will be oriented toward the northern portions of the site with more extensive wildlife management oriented toward the south. As shown on the attached map of predominate land uses, hunting will be an acceptable land use on the northeast corner (north of 170th street) of the property until such time as residential or other recreational development begins to move into that area. At that time, hunting as a land use will move south of 170th street and a buffer will be established.

Access for multiple users on a year long basis

Multi-purpose, sustainably-designed, and compatible use trails will be established with efforts made to provide both an internal trail network and connections to local and regional trails. The development and maintenance of multiple uses of the land and resources on the 2,840 acres was agreed to by the University, DNR and Dakota County. This includes a wide range of activities from wildlife habitat and hunting to trails and other outdoor recreational uses. The DNR and Dakota County will take the lead on wildlife and trail issues. There was consensus that recreational motorized vehicles did not fit well with other intended uses and should not be permitted on this land.

Restoration

There is agreement that high quality woodlands and prairie lands need to be restored and established on the 2840 acres. It is important to do this thoughtfully, both to respect the current les-

sees, to accommodate the University's research needs as outlined above, and to insure that high quality ecosystems are established to support high quality wildlife and recreational uses with optimal proportions of prairie, woodlands, and croplands to maximize benefit to all users.

It will likely take several years to adequately assess current natural resources and provide a comprehensive plan for this restoration. A long-term Restoration and Management Plan will be developed jointly by a team from the University of Minnesota, the DNR, and Dakota County.

Farm-to-Market

Currently farm-to-market activities occur on the northern portion of the larger UMore Park property (not on the Vermillion Highlands) and are not currently impacted by the joint management of the 2840 acres. In the future, consideration will be given by the Steering Committee and Operations Team to the needs of underserved populations for access to land for farm-to-market opportunities.

Shooting Sports

The long-term intent is to provide space for shooting sports on the property. The current lease with the Dakota County Gun Club provides a level of those activities. For the near-term, the lease is to be continued with an understanding that safety is essential and that this public opportunity should be expanded. The club has done a fine job with this and DNR and University will work with them to examine options to expand public offerings. The location of the club on the property will be reviewed as part of the planning process. Future planning should also examine whether the public interest would be served by allowing for a multi-year lease.

Operating Costs

As owner, the University has historically paid the entire cost of maintenance and management of the 2840 acres. As provided in the 2006 legislation, income from leases on this land will be applied to paying costs associated with the use of the 2840 acres. Current agricultural lease income that can be allocated to accomplish this work will decline as agricultural farm land is restored for other uses.

A Master Plan is necessary to assess natural resource inventories and estimate capitol expenditures associated with restoration of native plant communities and diversified use of the land. The DNR, University of Minnesota, and Dakota County are linking together to complete this plan. Estimated cost of the Master Plan is \$200,000.

Vermillion Highlands Short-Term Assessment

In the short-term the land can be used for multiple recreational uses. At least a portion of the land can be opened to hunting in 2007. Lone Rock Trail, an 11 mile trail, will continue to be open for horseback and walking uses. Consideration will be given to the realignment of the trail and the management of trail use to minimize conflicts with hunting on the land. Cross-country skiing and snowmobile uses will continue at present levels.

Leases and research

In 2007 research and leases will continue on the 2840 acres much as they have the past few years, with the exception that agricultural land leases entered into by the University for 2007 will provide that hunting may occur on the leased land. Lessees have been met with as a group (November 14, 2007) and made aware of these changes. A high priority for both the DNR and the University is to work to have a formal plan to implement and manage research on the 2840 acres as outlined in the Long-Term Assessment within 2-years that is consistent with the terms of the 2006 legislation and that serves the public interest.

Access to high quality hunting

Hunting will begin on some portion of Vermillion Highlands land in Fall 2007. Decision-making about the scope, location, organization of hunting will be led by the DNR. The DNR, the University of Minnesota and Dakota County are committed to working together to insure hunting activities can begin in Fall 2007.

Access for multiple users on a year long basis

Public access to Lone Rock Trail will continue. The DNR and Dakota County will address spatial and temporal hunting and recreation conflicts that might occur. A public opening for Vermillion Highlands will be held in August 2007

Restoration

An assessment of the location, proximity and proportions of woodland, prairie and cropland will begin in an effort to provide optimal benefits for multiple user groups. Short-term and emergency management needs such as management of oak wilt and buckthorn invasion may occur in parallel with the larger resource assessment. This will be undertaken with the approval of the Operations Team and Steering Committee.

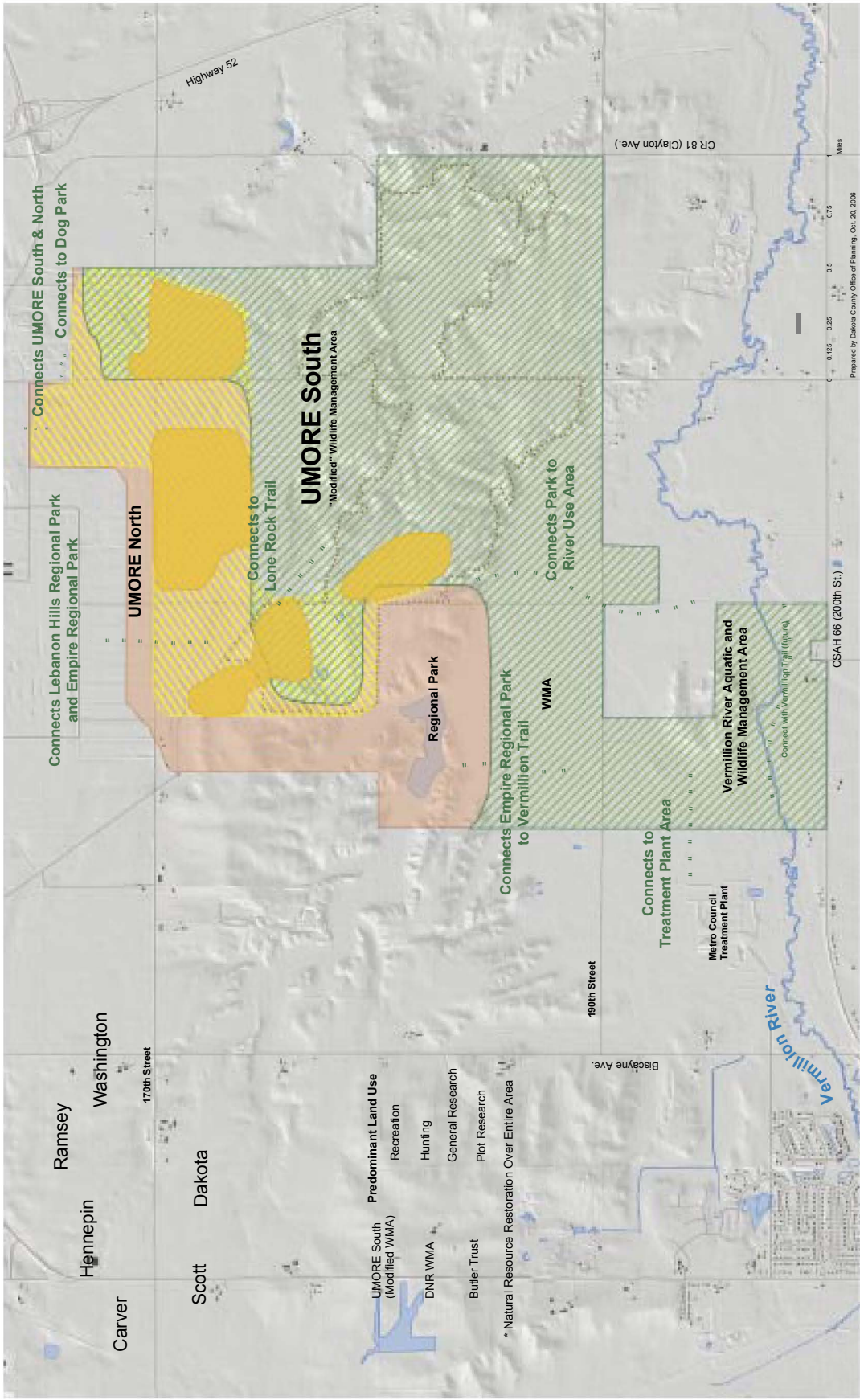
Farm-to-Market

Currently farm-to-market activities occur on the northern portion of the property (not on Vermillion Highlands) and are not impacted by these discussions.

Operating Costs

Lease revenues from Vermillion Highlands only cover the costs of general operation and maintenance of the property. Additional funds will be needed to prepare the area for hunting. The DNR has made a request to the 2007 Legislature to provide funds to allow hunting in 2007. The Operations Team is developing strategies to work across organizations to insure that some hunting can take place in Fall 2007.

UMORE South Area - Preliminary Concept of Predominant Land Uses



Submitted by: UMORE South Operations Committee 12/15/2006

Contamination Concerns

Responsible Parties

“The commissioner of natural resources, in consultation with the Pollution Control Agency, shall report to the legislature by January 7, 2007 on what entities are responsible for remediating pollution on the University land that occurred prior to the effective date of this section.” 2006 MN. Laws Chapter 247 Sec.3 (c)

The following information is provided by the Pollution Control Agency:

Owners and operators of facilities where hazardous substances have been released may be responsible for the cleanup of the releases under federal and state law. The applicable federal law is the Comprehensive Environmental Response, Compensation and Liability Act or CERCLA, 42 U.S.C. § 9601 et seq. The applicable state law is the Minnesota Environmental Response and Liability Act or MERLA, Minn. Stat. §§ 115B.01-115B.20. CERCLA cleanup liability is broader with respect to owners of real property than under MERLA. Under CERCLA, all parties that owned or operated facilities when a hazardous substance was disposed at the property, or that currently own property where there are releases of hazardous substances, are generally responsible for the investigation and cleanup of those releases that pose a risk to public health or the environment. There are exceptions for owners who acquired known contaminated property since 2002 and who meet certain legal prerequisites. Under MERLA, owners of real property are not liable for cleanup unless they meet one of several statutory factors such as engaging in the business of generating, storing or disposing of hazardous substances or knowingly allowing others to do so on the property.

The Gopher Ordnance Works (GOW), located in Rosemount, Dakota County, was a U. S. Government Owned, Contractor Operated defense facility. The primary contractor/operator for the U.S. government was Dupont. After defense department operations ceased at the facility, the U.S. and its contractors engaged in demolition and decontamination activities at the facility. Most of the land was transferred to the University of Minnesota in 1947 and 1948, through Quit Claim Deeds. A 2840 acre portion of the land transferred to the University under these deeds is defined as the “University Land” under the 2006 legislation relating to the construction of a new University stadium.

The 1948 Quit Claim Deed contained language which indemnified the U. S. Government from responsibility for contamination issues. Approximately 300 of the 2840 acres which constitute the “University Land” were transferred to the University under the 1948 deed. Approximately 2500 acres of the “University Land” were transferred to the University under the 1947 Deed, which did not contain this type of indemnification language. This 1947 deed area does also contain waste water settling basins from the former Gopher Ordnance Works.

Under both CERCLA and MERLA, indemnification agreements do not affect the liability of an owner or operator for the cleanup of releases of hazardous substances that occurred while that person owned or operated a facility on the property.

After the land transfer, the University utilized the property for various research activities, but also leased portions of the property to various entities. The University and its lessees would be considered responsible parties under CERCLA for releases that occurred during their ownership and may also be responsible parties under MERLA.

The United States Army Corps of Engineers (Corps) is the Lead Federal agency for the investigation and cleanup of properties that were former defense sites. These actions are handled under the Defense Environmental Restoration Program – Formerly Used Defense Sites (FUDS) program.

In 2006, the Corps determined that both portions of the GOW that were transferred to the University in 1947 and 1948 are eligible for inclusion in the FUDS program. In August, 2006, the Corps recommended a project that would consist of an investigation of all potentially responsible parties (PRPs) for the contamination at the GOW. The Corps has also retained an environmental consultant to conduct on-site investigative work to identify contamination issues at the site. This investigation will include all identified areas of concern on the 2840 acre “University Land.” These investigations are planned to begin in 2007. The Minnesota Pollution Control Agency, through the Defense and State Memorandum of Agreement (DSMOA) program provides oversight of Corps investigation and cleanup activities at FUDs sites in Minnesota. The MPCA will be reviewing for approval any investigative workplans submitted by the Corps.

The MPCA has not formally identified responsible parties for contamination issues at the GOW/ UMore Park site, however, data and information gathered to date does seem to indicate that there is contamination related to GOW operations at the site.

MN Pollution Control Agency
Gary L. Krueger, Environmental Planner
December 22, 2006

Authorizing Legislation

137.50, Minnesota Statutes 2006

137.50 DEFINITIONS.

Subdivision 1. **Applicability.** The definitions in this section apply to sections 137.51 to 137.60.

Subd. 2. **Commissioner.** “Commissioner” means the commissioner of finance.

Subd. 3. **Stadium.** “Stadium” means an athletic stadium suitable for intercollegiate National Collegiate Athletic Association (NCAA) Division I football games and related infrastructure improvements constructed on the University of Minnesota’s east bank campus in the city of Minneapolis.

Subd. 4. **Board.** “Board” means the Board of Regents of the University of Minnesota.

Subd. 5. **Commission.** “Commission” means the Metropolitan Sports Facilities Commission.

Subd. 6. **University land.** “University land” means approximately 2,840 acres owned by the University of Minnesota as of May 25, 2006, lying within the area legally described as approximately the Southerly 3/4 of the Southwest 1/4 of Section 1 (comprising 120 acres), approximately the Southeast 1/4 of Section 2 (comprising 160 acres), the East 1/2 of Section 10, Section 11, the West 1/2 of Section 12, Section 13, and Section 14, all in Township 114 North, Range 19 West, Dakota County, Minnesota.

Subd. 7. **Permitted university uses.** “Permitted university uses” means university educational, research, outreach, scientific, and agricultural uses including, undiminished, all of the uses present as of May 25, 2006, of the university land, all of the uses of university real property that adjoins the university land present as of May 25, 2006, any uses related to the foregoing uses, and the making of improvements incidental to those uses, provided that an improvement must be agreed to in writing by the university and the commissioner of natural resources.

Subd. 8. **Other permitted uses.** “Other permitted uses” means agricultural, outdoor recreation uses including those named in section 86A.03, subdivision 3, open space management uses, outdoor recreation-based uses consistent with those of the parks and open space system created pursuant to chapter 473, wildlife management areas, aquatic management areas, scientific and natural areas, and the making of improvements incidental to those uses, provided the improvements have been agreed to in writing by the university and the commissioner of natural resources.

Subd. 9. **Prohibited uses.** “Prohibited uses” means use of the university land for residential, commercial, or industrial uses, except to the extent those uses are otherwise permitted by Laws 2006, chapter 247, or are permitted as of May 25, 2006, under university leases, easements, or use agreements, or are utility uses within defined corridors.

History: 2006 c 247 s 1

137.51, Minnesota Statutes 2006

137.51 LAND PROTECTION AND TRANSFER.

Subdivision 1. **Land protection.** The obligation of the state of Minnesota to make the payments required under section 137.54 is expressly conditioned upon the university’s covenant in perpetuity, subject to subdivision 3, limiting the use of the university land by the university,

its successors, and assigns to the permitted university uses and the other permitted uses and forbidding the use of the university land by the university, its successors, and assigns for any of the prohibited uses. A declaration imposing those restrictions and granting to the Department of Natural Resources the right to enforce the same which has been executed by the university and filed in the Office of the Dakota County Recorder shall satisfy this condition. In furtherance of the purposes of this subdivision, the university and Department of Natural Resources shall promptly endeavor to enter into a joint powers agreement pursuant to section 471.59, or a conservation easement held by a qualified conservation organization or by a conservation easement holder as described in applicable Minnesota law embodying those restrictions, which agreement or easement shall provide for cooperative oversight of the use of the university land. Nothing in this section or in any declaration, agreement, or easement made or entered into pursuant to this section shall impair the rights of third parties under leases, easements, or use agreements in force as of May 25, 2006. Any lease or other transfer of the university land made after May 25, 2006, shall, unless otherwise agreed to by the commissioner of natural resources, be for a term that expires not later than the date the university land is conveyed as provided under subdivision 2. Any agreement between the board and the commissioner of natural resources must provide that the income received by the university from leases of the university land to third parties shall be dedicated to the operation and maintenance of the university land. Except as limited by Laws 2006, chapter 247, or by any declaration, agreement, or conservation easement made, entered into, or granted as provided in this section, the rights of the university with respect to the university land while it continues to own the land are not impaired.

Subd. 2. **Land transfer.** Not later than the date on which the state of Minnesota makes the last of the payments required under section 137.54, the Board of Regents of the University of Minnesota shall offer to convey the university land to the Department of Natural Resources in its “as is” condition by quit claim deed, without warranties, for the sum of \$1. The Department of Natural Resources may request conveyance of any or all of the university land offered to be conveyed and the regents shall convey the portion requested. The commissioner of natural resources may, at its option, request that the university convey all or part of the university land to another governmental unit of the state. Except as provided in this subdivision, the instrument of conveyance by the university may not limit the rights of the state with respect to the land. Any conveyance shall be subject to the perpetual right of the university to use the university land for the permitted university uses. A conveyance shall also be subject to the rights of third parties under leases, easements, and use agreements in force on May 25, 2006. The instruments of transfer shall otherwise limit the use of the university land to the other permitted uses and subject those uses to restrictions as may be provided in any agreement between the university and state or any conservation easement granted pursuant to subdivision 1, and proscribe its use for the prohibited purposes. The University of Minnesota shall have the right to enforce those limitations and restrictions. The university shall promptly endeavor and use due diligence to require the federal government to fulfill its obligations under applicable laws, including the Defense Environmental Restoration Program, United States Code, title 10, section 2701, et seq., or the Comprehensive Environmental Response Compensation and Liability Act, as amended, United States Code, title 42, section 9601, et seq., with respect to environmental contamination that occurred prior to the time the university took title to the university land. The university shall seal any abandoned wells on the land pursuant to state law.

Subd. 3. **Termination of use restrictions.** Unless otherwise agreed by the board and the

commissioner of finance, in the event the state of Minnesota fails to make the total payments required by section 137.54 by July 1, 2033, the restrictions in this section on the university's use of the university land; any declaration, agreement, or conservation easement containing those restrictions; and the university's obligation to offer the university land to the state of Minnesota shall be null and void.

History: 2006 c 247 s 2

137.52, Minnesota Statutes 2006

137.52 RECREATIONAL PROGRAM ASSESSMENT.

(a) The commissioner of natural resources, in cooperation with the Board of Regents of the University of Minnesota, shall submit to the governor and the legislature by January 15, 2007, an assessment of the short-term and long-term programmatic plans for the development of the land identified in section 137.50, subdivision 6. The assessment shall include, but is not limited to, a timeline for providing the recreational opportunities, and the needed restoration including native species of local ecotype, measurable outcomes, and anticipated costs. The assessment must also include an evaluation of the opportunities to foster small-scale farm-to-market vegetable farming. The commissioner of natural resources shall consult with interested stakeholders, including Dakota County, to assist in the development of the plan.

(b) The board shall, until the issue is resolved, report annually to the legislature on or before February 1, on its efforts and the efforts of the Department of Defense to remedy contamination of the university land caused by activities occurring prior to the University of Minnesota acquiring the land.

(c) The commissioner of natural resources, in consultation with the Pollution Control Agency, shall report to the legislature by January 7, 2007, on what entities are responsible for remediating pollution on the university land that occurred prior to May 25, 2006.

(d) The commissioner of natural resources, in cooperation with the board, shall submit to the governor and the legislature by January 7, 2007, a report regarding the implementation of section 137.51 and any recommendations for changes in section 137.51 necessary to carry out the intent of that section. The report must, among other things, specifically address the issue of whether a process or mechanism is necessary to resolve disputes between the University of Minnesota, the state, and other parties regarding uses of the university land.

(e) The commissioner of natural resources must communicate with interested parties, including the local government units that contain any part of the university land, regarding the intended activities of the department with respect to the university land.

History: 2006 c 247 s 3

Proposed Legislation

A bill for an act
relating to natural resources; designating a state wildlife management area;
amending Minnesota Statutes 2006, section 97A.133, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2006, section 97A.133, is amended by adding a subdivision to read:

Subd. 66. Vermillion Highlands Wildlife Management Area, Dakota County.

Sec. 2. VERMILLION HIGHLANDS WILDLIFE MANAGEMENT AREA.

(a) The following area is established and designated as the Vermillion Highlands Wildlife Management Area, subject to the special permitted uses authorized in this section:

The approximately 2,840 acres owned by the University of Minnesota lying within the area legally described as approximately the southerly 3/4 of the Southwest 1/4 of Section 1, the Southeast 1/4 of Section 2, the East 1/2 of Section 10, Section 11, the West 1/2 of Section 12, Section 13, and Section 14, all in Township 114 North, Range 19 West, Dakota County.

(b) Notwithstanding Minnesota Statutes, section 86A.05, subdivision 8, paragraph (c), permitted uses in the Vermillion Highlands Wildlife Management Area include:

- (1) education, outreach, and agriculture;
- (2) research by the University of Minnesota or other permitted researchers;
- (3) hunting, fishing, trapping, and other compatible wildlife related recreation and supporting management and improvements;
- (4) designated trails for hiking, horseback riding, biking, and cross-country skiing and necessary trailhead support;
- (5) shooting sports facilities for firearms training, small and large caliber shooting, archery, and skeet and trap shooting;
- (6) grant-in-aid snowmobile trails; and
- (7) leases for smallscale farms to market vegetable farming.

(c) With the concurrence of representatives of the University of Minnesota and Dakota County, the commissioner of natural resources may, by posting or rule, restrict the permitted uses as follows:

- (1) temporarily close areas or trails, by posting at the access points, to facilitate hunting. When temporarily closing trails under this clause, the commissioner shall avoid closing all trail loops simultaneously whenever practical; or
- (2) limit other permitted uses to accommodate hunting and trapping after providing advance public notice. Research conducted by the university may not be limited unless mutually agreed by the commissioner and the University of Minnesota.

(d) Notwithstanding Minnesota Statutes, sections 97A.061 and 477A.11, the state of Minnesota shall not provide payments in lieu of taxes for the lands described in paragraph (a).

Letter of Support



January 4, 2007

Physical Development Division
Gregory J. Karst, Director

Dakota County
Western Service Center
14855 Galena Avenue
Apple Valley, MN 55124-8579

952.891.7800
Fax 952.891.7001
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Environmental Mgmt. Department
Farmland & Natural Areas Program
Office of GIS
Parks Department
Office of Planning
Surveyor's Office
Treasurer's Office
Transportation Department
Water Resources Office

Robert H. Bruininks
President, University of Minnesota
202 Morrill Hall
100 Church Street SE
Minneapolis, MN 55455

Mark Holsten
Commissioner, Department of
Natural Resources
500 Lafayette Road
St. Paul, MN 55155

Dear President Bruininks and Commissioner Holsten:

I write to you today in support of the management agreement that has been crafted for UMore Park (now to be known as Vermillion Highlands) and to express my appreciation to each of you and to your organizations for providing Dakota County the opportunity to fully participate in this endeavor.

I was asked to be the lead Dakota County staff person, and I must admit I was a bit skeptical. I imagined long, difficult meetings and entangled bureaucracies. My skepticism was quickly allayed by the commitment to and demonstration of collaboration and openness by your staff. I have worked in local government in various capacities for 30 years, and this has been one of the most enjoyable and productive experiences of my career.

Although I am compelled to share my experience, that of course is the least significant aspect of this very important work. The citizens of Dakota County, as well as all citizens of Minnesota, will truly benefit from this unique endeavor.

It is extremely rare that thousands of acres of undeveloped land is available this close to the heart of the metropolitan area—let alone that it be permanently protected for the public. By envisioning the possibility and sharing the idea with others, by working collaboratively with multiple agencies and governmental jurisdictions, and through creativity and common purpose, we have the potential to create a new model for land ownership and management. By doing so, we can demonstrate how agriculture and multidisciplinary research, outdoor recreation, including miles of trails, hunting and trout fishing, and wildlife habitat enhancement can work harmoniously together while protecting an entire landscape.

Several staff members from the University of Minnesota, the Department of Natural Resources, and Dakota County have been involved in this effort, and

have made meaningful contributions. I would like to specifically acknowledge the leadership of Chuck Muscoplat, Al Sullivan and Joe Kurcinka. These gentlemen lead by example and were continuously striving for quality and creativity while ensuring that this agreement contributed to the mission of the University and the Department of Natural Resources. I am confident that the vision crafted by the legislative process will be accomplished by the management agreement that has been developed.

Sincerely,



Gregory J. Konat
Director

C: Charles Muscoplat
Al Sullivan
Joe Kurcinka

Vermillion Highlands Joint Management Issues Team

(leads identified in bold)

University of Minnesota

Al Sullivan, Special Assistant to the President, University of Minnesota

Chuck Muscoplat, V.P. for Statewide Strategic Resource Development

Phil Larsen/Greg Cuomo, UMore Park Operations Director and Rosemount Research and Outreach Center Director

Larry Laukka, UMore Park Executive Director

Ken Larson, Real Estate Attorney

Kathy Boudreau, UMORE Property Manager

Minnesota Department of Natural Resources

Joe Kurcinka, Central Region Director, Minnesota Department of Natural Resources

Tim Bremicker, Regional Wildlife Manager

Diana Regenscheid, Area Wildlife Manager

Dan Collins, Regional Trails & Waterways Manager

Harland Hiemstra, Regional Public Affairs Officer

Dakota County

Steve Sullivan, Director, Dakota County Parks Department

Gregory Konat, Director, Dakota County Physical Development Division

Al Singer, Dakota County Farmland and Natural Area Program