



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday November 20, 2019

Agenda Item

Item 6. G. - LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. **East Chaska Creek Restoration**

This project is a stream bank stabilization of a segment of East Chaska Creek in the City of Chaska. The project can be found in Section 4 - Implementation of the 2018 LMRWD Watershed Management Plan.

Permits have been applied and the project has been put out for bid. Staff has reviewed the construction plans and the SWPPP (Storm Water Pollution Prevention Plan). A pre-bid meeting is scheduled for 8:30am on November 21, 2019 in Chaska. Bids will be opened December 3rd. This will give staff time to evaluate the bids and make a recommendation to the Board for award at the December Board meeting. A letter will also need to be sent to the City of Chaska requesting approval of the project by the City. The City is the property owner and this letter will serve as permission for the LMRWD to construct the project.

ii. **Targeted BMP's for Downtown Shakopee Area**

The LMRWD received a grant from BWSR under the Metro-area Watershed Based Funding Pilot Program for this project. The City of Shakopee is a partner in the project and will be responsible for conducting the analysis of current stormwater systems in the downtown Shakopee area and identifying opportunities to implement BMPs before stormwater is discharged into the Minnesota River. The City has signed a cooperative agreement between the City and the LMRWD. The agreement has been reviewed and approved by legal counsel for both parties. The LMRWD Board of Managers needs to authorize execution of the agreement.

iii. **Prior Lake Outlet Channel Realignment/Wetland Restoration**

This project is also a project funded with a grant through the Metro-area Watershed Based Funding Pilot Program. It includes a feasibility study to determine potential water quality benefits to Dean Lake that would result from restoration of the Prior Lake Outlet Channel including altering the alignment (creating meanders) and constructing a flow-through wetland complex to slow the flow of water. Funds will also be used towards the construction of identified activities/BMP's that will benefit water quality in Dean Lake and, subsequently, the Minnesota River downstream. The City of Shakopee has executed a cooperative agreement between the city and the LMRWD. Legal counsel for both parties have reviewed and approved the agreement. The LMRWD should authorize execution of the agreement.

Item 6. G. - LMRWD Projects

Executive Summary

Page 2

November 20, 2019

Attachments

East Chaska Creek Stream Stabilization Project Review

AGREEMENT FOR PASSTHROUGH FUNDING FOR Targeted BMPs for downtown Shakopee area

AGREEMENT FOR PASSTHROUGH FUNDING FOR Prior Lake Outlet Channel Realignment

Recommended Action

Motion to order project and request authorization from the City of Chaska for construction

Motion to authorize execution of AGREEMENT FOR PASSTHROUGH FUNDING FOR Targeted BMPs for downtown Shakopee area

Motion to authorize execution of AGREEMENT FOR PASSTHROUGH FUNDING FOR Prior Lake Outlet Channel Realignment

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Shane Soukup, Water Resources Scientist
Della Schall Young, CPESC, PMP

Date: November 14, 2019

Re: East Chaska Creek Stream Stabilization Project Review

The Lower Minnesota River Watershed District (District) commissioned a feasibility study that was completed by HDR, Inc., in 2012, as part of the District's Strategic Resources Evaluation. The study identified East Chaska Creek as one of four streams in which to implement best management practices to mitigate sources of erosion and reduce turbidity in streams within the District. In response, the East Chaska Creek Stream Stabilization Project (Project) was designed and construction drawings developed by Barr Engineering Co., (Barr). Young Environmental Consulting Group (Young Environmental) has reviewed the construction drawings for compliance with District standards, and the findings are presented below.

The Project is located on a portion of East Chaska Creek in the City of Chaska, starting at Crosstown Boulevard and extends approximately 1,500 feet downstream. The Project implements erosion control measure and debris removal; constructs grade control structures; and incorporates root wads, riprap armoring, and cross vanes to armor the banks of the stream. As proposed, the Project disturbs 1.09 acres. It is not within either of the overlay districts (high value resource area or steep slopes) and does not create new impervious areas. As such, the Project only triggers the District's Erosion and Sediment Control Standard.

Erosion and Sediment Control Standard

The Project must comply with the NPDES General Construction Stormwater Permit, which satisfies most of the District's erosion and sediment control requirements. Included in the plans are site-specific erosion and sediment control details and a comprehensive stormwater pollution prevention plan (SWPPP). The following should be considered:

Maintenance: There is one requirement that is not addressed within the plans provided on October 24, 2019. The SWPPP should be amended to require the removal of excess sediment behind silt fences and biorolls and that they be properly disposed of when sediment reaches one-third of the height of the structure. Barr was notified, and the SWPPP will be updated to reflect District requirements.

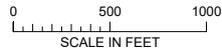
Recommendations

The Project as proposed and with the requested modification addresses the District's requirements regarding the Erosion and Sediment Control Standard. Young Environmental recommends approval.



1

PLAN: PROJECT LOCATION





LOWER MINNESOTA RIVER WATERSHED DISTRICT PROJECT REVIEW

Project ID	<input type="text" value="2019_083"/>	Authorization Agent	<input type="text" value="Linda Loomis"/>
Project Name	<input type="text" value="East Chaska Creek Stream Stabilization Project"/>	Email Address	<input type="text" value="naiadconsulting@gmail.com"/>
Organization	<input type="text" value="Lower Minnesota River Watershed District"/>	Phone Number	<input type="text" value="(763) 545-4659"/>

Notes

Project Summary

Anticipated start date	<input type="text" value="11/13/2019 11:28:17 AM"/>	Date received	<input type="text" value="10/24/2019"/>
Project location	<input type="text" value="Chaska, MN"/>	Project map included?	<input checked="" type="checkbox"/>
Project acres	<input type="text" value="1.09"/>	Is the project in an unincorporated area?	<input type="checkbox"/>
Total disturbed acres	<input type="text" value="1.09"/>	Is it located in a High Value Resource Area	<input type="checkbox"/>
New impervious acres	<input type="text" value="0"/>	Is it located in a Steep Slope Overlay District	<input type="checkbox"/>
Local Partners	<input type="text" value="City of Chaska"/>	Other Sensitive Area	

Project Description

The Project is located on the portion of East Chaska Creek in the City of Chaska starting at Crosstown Boulevard and extending approximately 1,500 feet downstream. The Project consists of implementing erosion control measure, debris removal, constructing grade control structures, and incorporating root wads, riprap armoring, and cross vanes to armor the banks of the stream.

Additional Notes

Review Status

- Is this a preliminary review?
- Is this a permit review?
- Does this project require a technical review

Project Status

- Project is pending
- Project is active
- Project has been archived

Erosion and Sediment Control Standard

This project triggers one or more thresholds for this standard.

<u>Triggers</u>		<u>Criteria</u>	
Disturbs one acre plus	<input checked="" type="checkbox"/>	Erosion and Sediment Control Plan	<input checked="" type="checkbox"/>
Located within the HVRA Overlay District	<input type="checkbox"/>	Inspection and maintenance addressed	<input checked="" type="checkbox"/>
Meets the HVRA threshold	<input type="checkbox"/>	NPDES/SDS General Construction Permit documentation	<input checked="" type="checkbox"/>

The submission included the required documentation for this standard.

Additional Notes

-Project SWPPP requires amending to call for removal of excess sediment when the sediment accumulates up to 1/3 the height of the structure, rather than 1/2 the height of the structure. Note was sent to Barr on November 1, 2019 requesting this modification. Barr is working accordingly to update the SWPPP.

Floodplain Drainage Alteration Standard

This standard does not apply.

<u>Triggers</u>			
Changes in water surface elevation of floodplain	<input type="checkbox"/>	Calculations by a professional engineer demonstrating no decrease to conveyance	<input type="checkbox"/>
<i>If yes,</i> Compensatory storage equal or greater than volume of fill	<input type="checkbox"/>	Conveyance capacity decrease below 100yr high water elevation	<input type="checkbox"/>
<i>If no,</i> No-rise certification by a professional engineer	<input type="checkbox"/>	Temporary placement of fill	<input type="checkbox"/>
<u>Criteria</u>		Adverse impacts to water quality, habitat, or fisheries	<input type="checkbox"/>
Net decrease of storage capacity OR increase in 100yr elevation	<input type="checkbox"/>	New structures have 2ft+ between lowest enclosed area's floor and 100yr high water elevation	<input type="checkbox"/>
Will floodplain storage be created	<input type="checkbox"/>		

Additional Notes

Stormwater Management Standard

This standard does not apply.

Type of project

Triggers

One acre or more of impervious surface

Are trout streams protected

HVRA Overlay District

Located within the HVRA Overlay District

Rate control exceeded for 1, 2, 10, and 100yr 24-hour event

If yes, Meets the HVRA threshold

Projects with 1+ acres of new impervious: are MPCA's Construction General Permit

Criteria

Post-construction runoff rates exceed existing rates for 1, 2, 10, and 100yr 24-hour events?

Net increase of TP

Net increase of TSS

New Development: the post-construction runoff volume retained onsite equal 1.1 inches of runoff from impervious surfaces

Is maintenance adequately addressed

Project will result in a net decrease of TP and TSS

Redevelopment: the project will capture and retain onsite 1.1 inches from new/fully reconstructed impervious surface

Volume control requirements sufficiently addressed

Linear: the site will capture and retain (a) 0.55 inches of runoff from new/fully reconstructed impervious, or (b) 1.1 inches of runoff from the net increase in impervious area

Alternative Infiltration Measures

Additional Notes

Shoreline and Streambank Alteration Standard

This standard does not apply.

Triggers

Work or alternation below the ordinary high-water mark

Work within the bankfull height of a watercourse

Addition of new material or structural changes to the shoreline or streambank

Criteria

Obtained a DNR permit

Is a copy of the permit included

Shoreline stabilized with minimal encroachment/interference of flow or navigation

Are retaining walls used

Is there a demonstrated need for the wall(s)

Has a registered engineer certified the wall design

Will riprap be placed and sized appropriately

Will transitional layers meet requirements

Will riprap meet height requirements

Will shoreline erosion protection account for soils, wave energy, and ice pressure/movement

Additional Notes

Steep Slopes Standard

This standard does not apply.

Triggers

Is the project in the Steep Slopes Overlay District

Excavation of 50 cubic yards+ of earth

Displacement of 5,000 sq. ft+ of earth

Vegetation removal or displacement

Activities that require LGU permits

Criteria

Has the project been certified by a professional engineer

Adverse impact to waterbodies

Unstable slope conditions

Degradation of water quality

Preservation of existing hydrology

New discharge points along slope

Additional Notes

Water Appropriations Standard

This standard does not apply.

Triggers

Is the project in the HVRA Overlay District

Will the project withdrawal more than 10,000 gallons per day

Will the project withdrawal more than 1 million gallons per year

Did the project apply for a DNR Water Appropriations Permit

Is a copy of the DNR Water Appropriations Permit included with the submission documents

Has the LMRWD reviewed the DNR Water Appropriations Permit

Criteria

Have documents demonstrated no net change in groundwater levels to adjacent fens

Discharge management plan

Has the plan been reviewed AND accepted by the LMRWD

Additional Notes

Water Crossings Standard

This standard does not apply.

Triggers

Horizontal drilling under a road, highway, utility, bridge, boardwalk or associated structure that is in contact with the bed/bank of a waterbody

Placement of a road, highway, utility, bridge, boardwalk or associated structure in contact with the bed/bank of a waterbody

Altering a waterbody to enclose it within a pipe or culvert

Construction timed to avoid spawning

Aquatic/upland wildlife passages preserved

Hydraulic and navigation capacity retained

Analysis of the effects of the project on the stream/waterway by a qualified professional

Designated trout stream, or contain endangered or threatened species

Status of additional consultation with LMRWD

Criteria

Is the DNR manual "Best Practices for Meeting DNR General Public Waters Work Permit GP 2004-0001" followed

Maintenance agreement

Additional Notes

AGREEMENT FOR PASSTHROUGH FUNDING FOR TARGETED BMPS FOR DOWNTOWN SHAKOPEE AREA

This agreement, made and entered into this ____ day of _____ 2019, by and between the Lower Minnesota River Watershed District a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, hereafter referred to as the "LMRWD" and the city of Shakopee, a body politic and corporate of the state of Minnesota, hereinafter referred to as the "City".

RECITALS:

WHEREAS, the City and the LMRWD desire to improve storm water quality; and

WHEREAS, the LMRWD and the City worked together to include funding for an activity titled "Targeted BMPs for downtown Shakopee area" to be led by the City as part of the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant hereinafter referred to as the "Activity"; and

WHEREAS, the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant work plan has been approved by the MN Board of Water and Soil Resources (BWSR) and the contract for associated state grant funding is with the LMRWD; and

WHEREAS the Activity work plan and grant award includes up to Twenty Five Thousand and 00/100 Dollars (\$25,000) for the Activity being led by the City; and

WHEREAS, the Activity Work Plan includes a 10% match requirements up to Two Thousand Five Hundred and 00/100 Dollars (\$2,500) to be provided by the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein; and
2. This Activity as described in the approved work plan consists of analysis of current storm water system in downtown Shakopee and identification of opportunities to implement BMPs before stormwater is discharged in to the Minnesota River; and
3. A 10 percent match to grant funds will be provided by the city of Shakopee; and
4. Milestones include: 1) execution of a grant agreement between the LMRWD and the City for completion of the Activity; 2) starting the Activity in 2019 or early 2020; and 3) completing the Activity in either 2020 or early 2021. It is anticipated that the Activity will include identification of opportunities, analysis of opportunities (water quality benefits, technical, physical and permitting) cost estimates and concept design(s); and
5. The Activity will be completed by an engineering firm under the direction of City's Public Works Director, or his/her designee; and
6. The city will comply with all of the terms and conditions of the grant agreement between the LMRWD and the granting agency as set forth in the grant agreement included as exhibit A. This includes the responsibility for timely completion of the reporting as required in BWSR's e-link system for this Activity; and

7. The LMRWD shall reimburse the City for actual allowed costs related to the Activity, not to exceed Twenty Thousand and 00/100 Dollars (\$20,000). Reimbursements shall be made within thirty (30) days after receipt of invoices documenting incurred expenses and the required proportional City match. Final payment will be made following confirmation that the city has completed all required reporting for the Activity in BWSR's e-link system.
8. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees from all claims, demands, actions or causes of actions arising out of the negligent performance by its officers agents or employees; and
9. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.0 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statutes Chapter 471.59, Subdivision 1(a) as a single governmental unit; and
10. It is further agreed that any and all employees of each party and all other person engaged by a party in the performance of any work or service required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensations Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party; and
11. Pursuant to Minnesota Statutes Chapter 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of the LMRWD and the City pursuant to the Agreement shall be subject to examination by the LMRWD, the City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the LMRWD and the City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the LMRWD or the City regarding matters to which the records are relevant.

The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the LMRWD or the City notifies each party in writing that the records no longer need to be kept; and

12. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota; and
13. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party; and
14. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the LMRWD: Lower Minnesota River Watershed District
Linda Loomis, Administrator, her designees, successors or assigns
112 East Fifth Street, Suite #102
Chaska, MN 55318

To the City: City of Shakopee
Kirby Templin, Water Resource - Environmental Engineer, his designees,
successors or assigns
485 Gorman Street
Shakopee, MN 55379

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective authorized officers as of this day and year first above written.

LOWER MINNESOTA RIVER WATERSHED DISTRICT: CITY OF SHAKOPEE:

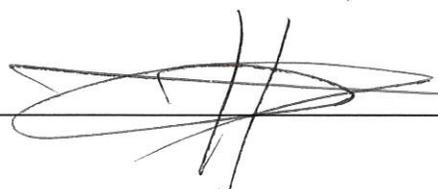
By: Jesse Hartmann, President

By: Bill Mars, Mayor

Date: _____

Date: LMR 11/6/19 _____

Approved as to form & execution:



District counsel

By: William H Reynolds, City Administrator

Date: 11/6/19 _____

FY 2019 STATE OF MINNESOTA
 BOARD OF WATER and SOIL RESOURCES
 WATERSHED BASED FUNDING GRANTS PROGRAM
 GRANT AGREEMENT

Vendor:	0000201935	VN#:	5J 19916
PO#:	3000009659	Date Paid:	5/8/19

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347 (Grantee).

This grant is for the following Grant Programs :		
P19-3264	2019 - Watershed Based Funding Metro (Lower Minnesota River WD)	\$182,042
Total Grant Awarded: \$182,042		

Recitals

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE *Linda Loomis, Naiad Consulting*
 ADDRESS *112 E. 5th Street #102*
 CITY *Chaska, MN 55318*
 TELEPHONE NUMBER *763-545-4659*

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Term of Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.** The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.** All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

6. Assignment, Amendments, and Waiver.

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its

right to enforce it.

7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.** Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
 - 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
 - 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
 - 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant 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 in Ramsey County, Minnesota.
13. **Termination.**
 - 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
 - 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.
16. **Municipal Contracting Law.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
17. **Constitutional Compliance.** It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.
18. **Signage.** It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.
19. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Lower Minnesota River WD

By: Jesse Hartmann
(print)

[Signature]
(signature)

Title: President

Date: October 24, 2018

Board of Water and Soil Resources

By: [Signature]

Title: Assist. Sec. Mgr

Date: May 7, 2019

**AGREEMENT FOR PASSTHROUGH FUNDING FOR PRIOR LAKE OUTLET CHANNEL
REALIGNMENT/WETLAND RESTORATION**

This agreement, made and entered into this ____ day of _____ 2019, by and between the Lower Minnesota River Watershed District a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, hereafter referred to as the "LMRWD" and the city of Shakopee, a body politic and corporate of the state of Minnesota, hereinafter referred to as the "City".

RECITALS:

WHEREAS, the City and the LMRWD desire to improve storm water quality; and

WHEREAS, the LMRWD and the City worked together to include funding for an activity titled "Prior Lake Outlet Channel (hereafter referred as the "PLOC") Realignment/Wetland Restoration" to be led by the City as part of the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant hereinafter referred to as the "Activity"; and

WHEREAS, the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant work plan has been approved by the MN Board of Water and Soil Resources (BWSR) and the grant agreement for associated state grant funding is with the LMRWD; and

WHEREAS the Activity work plan and grant award includes up to Seventy One Thousand Five Hundred Seventy and 00/100 Dollars (\$71,570.00) for the Activity being led by the City; and

WHEREAS, the Activity Work Plan includes a 10% match requirements up to Seven Thousand One Hundred Fifty Seven and 00/100 Dollars (\$7,157.00) to be provided by the City; and

WHEREAS, the LMRWD Board of Managers agrees to contribute an additional \$100,000 to the project which is reflected in Table 4-1: Lower Minnesota River Watershed District – Implementation Program Budget for 2018-2027.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein; and
2. This Activity as described in the approved work plan consists of preparation of a feasibility study to determine potential water quality benefits to Dean Lake and subsequently to the Minnesota River downstream resulting from the restoration of the PLOC including altering the alignment (creating meanders) and constructing a flow through wetland complex to slow the flow of water; and
3. A 10 percent match to grant funds will be provided by the city of Shakopee; and
4. Milestones include: 1) execution of a grant agreement between the LMRWD and the City for completion of the Activity; 2) starting the Activity in 2019 or early 2020; and 3) completing the Activity in either 2020 or early 2021. It is anticipated that the Activity will include modeling to estimate water quality benefits, design, and construction of water quality improvements.

5. The Activity will be completed by an engineering firm under the direction of City's Public Works Director, or his/her designee; and
6. The city will comply with all of the terms and conditions of the grant agreement between the LMRWD and the granting agency as set forth in the grant agreement included as exhibit A. This includes the responsibility for timely completion of the reporting as required in BWSR's e-link system for this Activity; and
7. The LMRWD shall reimburse the City for actual allowed costs related to the Activity, not to exceed Seventy One Thousand Five Hundred Seventy and 00/100 Dollars (\$71,570.00). Reimbursements shall be made within thirty (30) days after receipt of invoices documenting incurred expenses and the required proportional City match. Final payment will be made following confirmation that the city has completed all required reporting for the Activity in BWSR's e-link system.
8. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees from all claims, demands, actions or causes of actions arising out of the negligent performance by its officers agents or employees; and
9. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.0 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statutes Chapter 471.59, Subdivision 1(a) as a single governmental unit; and
10. It is further agreed that any and all employees of each party and all other person engaged by a party in the performance of any work or service required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensations Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party; and

11. Pursuant to Minnesota Statutes Chapter 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of the LMRWD and the City pursuant to the Agreement shall be subject to examination by the LMRWD, the City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the LMRWD and the City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the LMRWD or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the LMRWD or the City notifies each party in writing that the records no longer need to be kept; and
12. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota; and
13. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party; and
14. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the LMRWD: Lower Minnesota River Watershed District
Linda Loomis, Administrator, her designees, successors or assigns
112 East Fifth Street, Suite #102
Chaska, MN 55318

To the City: City of Shakopee
Kirby Templin, Water Resource - Environmental Engineer, his designees,
successors or assigns
485 Gorman Street
Shakopee, MN 55379

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective authorized officers as of this day and year first above written.

LOWER MINNESOTA RIVER WATERSHED DISTRICT: CITY OF SHAKOPEE:

By: Jesse Hartmann, President

By: Bill Mars, Mayor

Date: _____

Date: LRM 11/6/19

Approved as to form & execution:



District counsel

By: William H. Reynolds, City Administrator

Date: 11/6/19

FY 2019 STATE OF MINNESOTA
 BOARD OF WATER and SOIL RESOURCES
 WATERSHED BASED FUNDING GRANTS PROGRAM
 GRANT AGREEMENT

Vendor:	0000201935	VN#:	5J 19916
PO#:	300009659	Date Paid:	5/8/19

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347 (Grantee).

This grant is for the following Grant Programs :

P19-3264	2019 - Watershed Based Funding Metro (Lower Minnesota River WD)	\$182,042
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Total Grant Awarded: \$182,042

Recitals

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE *Linda Loomis, Naiad Consulting*
 ADDRESS *112 E. 5th Street #102*
 CITY *Chaska, MN 55318*
 TELEPHONE NUMBER *763-545-4659*

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Term of Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.** The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.** All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

6. Assignment, Amendments, and Waiver.

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its

right to enforce it.

7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.** Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
 - 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
 - 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
 - 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant 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 in Ramsey County, Minnesota.
13. **Termination.**
 - 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
 - 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
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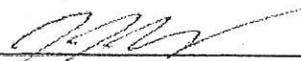
Approved:

Lower Minnesota River WD

Board of Water and Soil Resources

By: Jesse Hartmann
(print)

By: 


(signature)

Title: President

Title: Assist. Sec. Mgr

Date: October 24, 2018

Date: May 7, 2019