



Please note the meeting will be held in the County Board Room at the Carver County Government Center, 600 East 4th Street, Chaska, MN.

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, October 24, 2018

Agenda Item

Item 4. D. Metro-area Watershed Based Funding Grant Agreement

Prepared By

Linda Loomis, Administrator

Summary

The grant agreement for the Metro-area Watershed Based Funding is attached. The Board should make a motion to authorize execution of the agreement.

The projects being funded under this agreement follow:

Project Name	County	Amount
East Chaska Creek Stabilization	Carver County	\$25,472
Targeted BMPs for Downtown Shakopee	Scott County	\$25,000
Prior Lake Outlet Channel Realignment/Wetland Restoration	Scott County	\$71,570
Schroeder Acres Park/Eagle Creek sub-watershed stormwater study	Scott County	\$60,000
TOTAL		\$182,042

The Dakota County Fen project for \$65,450 is covered under a grant agreement with the Dakota SWCD. BWSR was concerned that the project proposed by the LMRWD would not use all the money allocated to the District. BWSR wanted to be able to re-direct the funds to another project without going through a new process. Since the LMRWD did not have any back-up projects in Dakota County, BWSR thought the money should be included in the Dakota SWCD's grant agreement. The LMRWD will manage the project. The Dakota County SWCD will be responsible for reporting the project through the BWSR portal -elink.

There is another project in Scott County the spans the border between the LMRWD and the Scott WMO in the City of Shakopee. This project is a feasibility study to incorporate water quality functions in a regional stormwater facility for \$20. Scott WMO will manage this project and the reporting. The project is therefore included under the grant agreement with Scott WMO.

Work Plans for each of the LMRWD projects are attached in addition to the Grant Agreement

Attachments

East Chaska Creek Stabilization work plan

Targeted BMPs for Downtown Shakopee work plan

Prior Lake Outlet Channel Realignment/Wetland Restoration

Schroeder Acres Park/Eagle Creek sub-watershed stormwater study

Dakota County Fen Gap Analysis work plan

FY 2019 State of Minnesota Board of Water and Soil Resources Watershed Based Funding Grants Program Grant Agreement

Item 4. D. Metro-area Watershed Based Funding Grant Agreement

Executive Summary

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October 24, 2018

Recommended Action

Authorize execution of the Metro-area Watershed Based Funding Grant Agreement

Name: **East Chaska Creek Stabilization Project**

Description of Activity: The East Chaska Creek (Creek) Stabilization Project (Project) is located in the City of Chaska within the Lower Minnesota Watershed District. Previous studies recommend maintenance and several channel erosion countermeasures from Crosstown Blvd to approximately 600 feet downstream of Chaska Blvd. The Project consists of repairing the scour hole downstream of Crosstown Boulevard Bridge; installing streambank armoring, toe protection and a grade control structure. The extent of the project would be from

Workplan Activities

Activity 1: Contract Management

Activity Category: Administration/Coordination

Budget: \$2,250 (\$250 additional to be included in grant match activity)

LMRWD staff or consultant? Consultant

Hourly Rate if LMRWD staff: N/A

of hours: N/A

Project Description: Manage contract between LMRWD and consultant for the completion of the Project.

Overall Measurable Outcome: Repair erosion, stabilize East Chaska Creek and reduce ### sediment deposited in Minnesota River via East Chaska Creek.

Year 1 Milestones: Execute contract including specific deliverables with consultant

Year 2 milestones: N/A

Year 3 Milestones: Closeout project and successful completion all of activities

Activity 2: Feasibility Study

Activity Category: Feasibility Study

Budget: \$9,000 (\$1,000 additional to be included in grant match activity)

LMRWD staff or consultant? Consultant

Hourly Rate if LMRWD staff: N/A

of hours: N/A

Project Description: Since previous studies and field investigations were completed in 2015, the project area and proposed countermeasures will need to be validated.

Overall Measurable Outcome: comprehensive site review

Year 1 Milestones: complete feasibility study

Year 2 milestones: N/A

Year 3 Milestones: N/A

Activity 3: Survey and engineering design

Activity Category: engineering design

Budget: \$14,222(\$10,788 additional to be included in grant match activity)

LMRWD staff or consultant? Consultant

Hourly Rate if LMRWD staff: N/A

of hours: N/A

Project Description: Complete a topographic survey the Project reach to aid in the detailed engineering design of the Project. Prepare construction drawings and specifications necessary to competitively bid and construct the project.

Overall Measurable Outcome: Complete the survey and engineering design.

Year 1 Milestones: N/A

Year 2 milestones: Complete the survey and engineering design.

Year 3 Milestones: N/A

Activity 4: East Chaska Creek Stabilization Project Construction and Construction Administration

Activity Category: Construction and Construction Administration

Budget: \$0 (\$131,006) additional to be included in grant match activity)

LMRWD staff or consultant? Consultant

Hourly Rate if LMRWD staff: N/A

of hours: N/A

Project Description:

Use the information from activities 2 and 3 to complete the required restoration of East Chaska Creek.

Overall Measurable Outcome: Stabilization of East Chaska Creek

Year 1 Milestones: N/A

Year 2 milestones: Construction and Construction Administration

Year 3 Milestones: N/A

Activity: LMRWD East Chaska Creek Project

Activity Category: Administration/Coordination

Budget: \$25,472

LMRWD staff or consultant? Consultant

Hourly Rate if LMRWD staff: N/A

of hours: N/A

Project Description: Grant match will come from LMRWD local funds. General breakdown of matching funds for specific activities is as follows:

Contract Management: \$250

Feasibility Study: \$1,000

Survey and engineering design: \$10,778

Construction and construction administration: \$131,006

Overall Measureable Outcome: Repair erosion, stabilize East Chaska Creek and reduce ### sediment deposited in Minnesota River via East Chaska Creek.

Year 1 Milestones: Execution contract including specific deliverables with consultant and completion of a feasibility study

Year 2 milestones: Completion of the survey and engineering design.

Year 3 Milestones: Construction, construction administration, project closeout after successful completion all of activities

Name: **Targeted BMP for Downtown Shakopee area**

Description of Activity:

This project would analyze current stormwater systems in Downtown Shakopee and identify opportunities to implement BMPs before stormwater is discharged into the Minnesota River.

Workplan Activities

1. Targeted BMP Study - Complete targeted BMP study that identifies opportunities in Downtown Shakopee to implement BMPs before stormwater is discharged into the Minnesota River.
 - a. Budget: \$27,500 (WBF - \$25,000 and City of Shakopee match \$2,500)
 - b. Timeline: December 2018 – December 2019

Activity: Targeted BMP for Downtown Shakopee area – Targeted BMP Study

Activity Category: Planning and Assessment

Budget: \$25,000 (\$2,500 additional to be included in grant match activity)

City of Shakopee staff or consultant? **Consultant**

Hourly Rate if City of Shakopee staff: **N/A**

of hours: **N/A**

Project Description: Complete targeted BMP study for Downtown Shakopee to identify opportunities to implement BMPs before stormwater is discharged into the Minnesota River. The Targeted BMP study will include identifying potential BMP opportunities, modeling for preliminary bmp sizing and check feasibility, modeling to estimate water quality benefits, life cycle cost estimates, a cost-benefit analysis, and summary report.

Overall Measurable Outcome: A summary report that includes potential/feasible BMP opportunities for Downtown Shakopee, outlines modeling effort, summarizes load reduction benefits and life cycle costs associated with the BMPs, and includes a cost-benefit analysis. The summary report should include figures and tables to help communicate the BMPs and their water quality benefit.

Year 1 Milestones: Complete targeted BMP study.

Year 2 milestones: N/A

Year 3 Milestones: N/A

Activity: Targeted BMP for Downtown Shakopee area – Grant Match

Activity Category: Administration/Coordination

Budget: \$2,500

City of Shakopee staff or consultant? Consultant

Hourly Rate if City of Shakopee staff: N/A

of hours: N/A

Project Description: Grant match will come from a cash match from the City of Shakopee. General breakdown of matching funds for specific activities is as follows:

Targeted BMP Study: \$2,500

Overall Measurable Outcome: A targeted BMP study for Downtown Shakopee.

Year 1 Milestones: Complete targeted BMP study.

Year 2 milestones: N/A

Year 3 Milestones: N/A

Name: **Prior Lake Outlet Channel Realignment/Wetland Restoration**

Description of Activity:

This project 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.

Workplan Activities

1. Feasibility Study - Complete feasibility study to evaluate the potential water quality benefits of the realignment/wetland restoration project.
 - a. Budget: \$22,000 (WBF - \$20,000 and City of Shakopee match \$2,000)
 - b. Timeline: December 2018 – May 2019
2. Construction of Water Quality Improvement Activities – Specific implementation activities that will benefit water quality.
 - a. Budget: \$78,727 (WBF - \$51,570 and City of Shakopee match \$5,157)
 - b. Timeline: May 2019 – December 2021

Activity: Prior Lake Outlet Channel Realignment/Wetland Restoration - Feasibility Study

Activity Category: Planning and Assessment

Budget: \$20,000(\$2,000 additional to be included in grant match activity)

City of Shakopee staff or consultant? **Consultant**

Hourly Rate if City of Shakopee staff: **N/A**

of hours: **N/A**

Project Description: Complete feasibility study to evaluate the potential water quality benefits of the realignment/wetland restoration project.

Overall Measurable Outcome: A report that evaluates the water quality benefits of the realignment/wetland restoration project. The feasibility study is to verify estimated load reductions of 30-50 lbs TP annually and 75,000-100,000 lbs TSS annually.

Year 1 Milestones: Complete feasibility study and verify load reduction estimates.

Year 2 milestones: N/A

Year 3 Milestones: N/A

Activity: Prior Lake Outlet Channel Realignment/Wetland Restoration - Construction of Water Quality Improvement Activities

Activity Category: Wetland Restoration/Creation

Budget: \$51,570(\$5,157 additional to be included in grant match activity)

City of Shakopee staff or consultant? Consultant

Hourly Rate if City of Shakopee staff: N/A

of hours: N/A

Project Description: Construction of specific implementation activities identified by the feasibility study to provide water quality benefit. It is estimated that this project, if supported by the feasibility report, could remove 30-50 lbs of TP annually and 75,000 to 100,000 lbs of TSS annually.

Overall Measurable Outcome: Construction of the implementation activities to achieve water quality benefit

Year 1 Milestones: Start construction.

Year 2 milestones: Complete construction.

Year 3 Milestones: N/A

Activity: Prior Lake Outlet Channel Realignment/Wetland Restoration - Grant Match

Activity Category: Administration/Coordination

Budget: \$7,157

City of Shakopee staff or consultant? Consultant

Hourly Rate if City of Shakopee staff: N/A

of hours: N/A

Project Description: Grant match will come from a cash match from the City of Shakopee. General breakdown of matching funds for specific activities is as follows:

Feasibility Study: \$2,000

Construction of Water Quality Improvement Activities: \$5,157

Overall Measurable Outcome: A feasibility study verifying water quality benefits and construction of implementation activities to achieve water quality benefit.

Year 1 Milestones: Complete feasibility study and start construction.

Year 2 milestones: Complete construction.

Year 3 Milestones: N/A

Schroeder Acres Park/Eagle Creek Sub-watershed Stormwater Study

Description of Activity: Schroeder Acres Park is located in the city of Savage within the LMRWD. The goal is to improve the overall health of Eagle Creek, a designated trout stream, by reducing bacteria, and nutrients, managing temperature, reducing volume, evaluate impacts of chlorides.

Workplan Activities

Activity 1: Contract Management

Activity Category: Administration/Coordination

Budget: \$2,250 (\$250 additional to be included in grant match activity)

LMRWD staff or consultant? Consultant

Hourly Rate if City/LMRWD staff: N/A

of hours: N/A

Project Description: Manage contract between City of Savage/LMRWD and consultant for the completion of the Project.

Overall Measurable Outcome: Manage contract between LMRWD and consultant for the completion of the Project.

Year 1 Milestones: Execute contract including specific deliverables with consultant

Year 2 milestones: N/A

Year 3 Milestones: Closeout project and successful completion all of activities

Activity 2: Feasibility Study

Activity Category: Feasibility Study

Budget: \$25,000 (\$2,500 additional to be included in grant match activity)

LMRWD staff or consultant? Consultant

Hourly Rate if City/LMRWD staff: N/A

of hours: N/A

Project Description: Conduct study to evaluate current conditions impacts to overall stream health, related to bacteria, nutrients, temperature and volume. The area is heavily industrialized and chloride use has not been evaluated. Study will help us to better define parameters to focus on.

Overall Measurable Outcome: comprehensive site review

Year 1 Milestones: Complete feasibility study

Year 2 milestones: N/A

Year 3 Milestones: N/A

Activity 3: Conceptual engineering design

Activity Category: Conceptual engineering design

Budget: \$32,750 (\$3,275 additional to be included in grant match activity)

LMRWD staff or consultant? Consultant

Hourly Rate if City/LMRWD staff: N/A

of hours: N/A

Project Description: Using information gathered in feasibility study to aid in the conceptual engineering design of the Project. Prepare construction drawings and specifications necessary to competitively bid and construct the project.

Overall Measurable Outcome: Complete Conceptual engineering design.

Year 1 Milestones: N/A

Year 2 milestones: Begin preliminary engineering design.

Year 3 Milestones: N/A

Name: **Dakota County Fen Study/ Management Plan**

Description of Activity:

Complete a gaps analysis in coordination with the Minnesota Department of Natural Resources (DNR) to assist in the protection of groundwater-dependent resources. End goal is to develop (along with the DNR) a management plan for all fens in the LMRWD. This project would assist the development of rules and a permitting program for activity in High Value Resource Areas identified in the LMRWD Watershed Management Plan Amendment.

Workplan Activities

1. Administrative Costs – Contract management
 - a. Budget: \$2,400 (WBF - \$1,308 and LMRWD match \$1,092)
 - b. Timeline: October 2018 – December 2019
2. Gaps analysis – Complete a comprehensive review of available information on the fens within the District, specifically the fens in Dakota county. The review will consider information needed to complete task 2.
 - a. Budget: \$10,000 (WBF - \$5,450 and LMRWD match \$4,550)
 - b. Timeline: October 2018 – December 2018
3. Conceptual site models – Complete site model for each fen research in task 1. Each CSM will present the a) topography and land use, b) geology, c) hydrogeology, d) geochemistry and e) sources and sinks of groundwater.
 - a. Budget: \$47,600 (WBF - \$25,942 and LMRWD match \$21,658)
 - b. Timeline: January 2019 – June 2019
4. Fen management plan – Using the information gathered in tasks 1 and 2 to develop a sustainable management plan for each fen.
 - a. Budget: \$60,000 (WBF - \$32,700 and LMRWD match \$27,300)
 - b. Timeline: June 2019 – December 2019

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

Vendor:	0000201935	VN#:	
PO#:	3000009659	Date Paid:	

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
ADDRESS
CITY
TELEPHONE NUMBER**

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

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____