



Title: Approving Environment and Natural Resources Trust Fund Grant Agreement and Adopting Conflict of Interest Policy

Resolution number: 23-044

Prepared by: Name: Brian Beck
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 bbeck@minnehahacreek.org

Reviewed by: Name/Title: Chuck Holtman, Legal Counsel

Recommended action: Authorization and Approval at the August 24, 2023 Board meeting

Schedule: July 1, 2023: LCCMR grant period begins
 August 24, 2023: MCWD Board of Managers Approves LCCMR Grant Agreement
 June 30, 2026: LCCMR grant period closes

Budget considerations: Fund name and code: 5-5008-4320
 Fund budget: \$738,000
 Expenditures to date: \$0
 Requested amount of funding: none

Past Board action:

Res #: 20-030	Title: Authorization to Submit Proposal to LCCMR for Development of 2D Watershed Model
Res #: 21-024	Title: Authorization to Submit Proposal to LCCMR for Development of 2D Watershed Model
Res #: 22-038	Title: Authorization to Submit Proposal to LCCMR for Development of 2D Watershed Model

Summary:

A critical first step in Minnehaha Creek Watershed District’s (MCWD) Climate Action Framework is building a high-resolution 2D watershed model to quantitatively assess the impact of climate change on our watershed. This modeling tool will also support policy development and long-range planning with communities, by simulating the impact of future climate forecasts on the watershed, which will drive project identification and design – enhancing MCWD’s ability to pinpoint, quantify and evaluate the costs and relative benefits of gray and green by infrastructure investments on the landscape.

In 2022, the MCWD Board of Managers authorized District staff to submit an application to LCCMR to develop a 2D watershed model to support MCWD’s Climate Action Framework. After the submissions were reviewed and ranked, and staff presented the program to the Legislative-Citizen Commission on Minnesota Resources (LCCMR or Commission), the Commission recommended that the Minnesota legislature fund the program in the amount of \$738,000. The legislature approved the LCCMR Bill in May of 2023.

As part of the application process, MCWD staff submitted a workplan to the LCCMR detailing project scope, proposed uses of the funding, and match dollars. Consistent with the workplan, now approved by the LCCMR, the grant funds will be used to pay for the development of the watershed-wide 2D model to support MCWD's Climate Action Framework.

While the LCCMR and its staff are responsible for reviewing and ranking applications, recommending funding, approving accomplishment plans, preparing the funding bill, and workplan changes, the grant administration is managed by the Minnesota Department of Natural Resources (DNR) pass-through grants program. As such, the grant agreement is with the DNR acting as an agent of the State of Minnesota, and the DNR will be the primary entity managing the grant through the two-year grant period.

MCWD staff and legal counsel have reviewed the grant agreement distributed by DNR staff. Counsel advises that the agreement contains no unusual terms and is satisfactory. Counsel advises that pursuant to the agreement, MCWD must adopt a Conflict of Interest Policy that conforms to Minnesota Department of Administration, Office of Grants Management, Policy No. 08-01 concerning conflicts of interest in use of grant funds.

Staff recommends the MCWD Board of Managers adopt proposed Resolution 23-044 approving the grant agreement, authorizing execution by the District Administrator, and adopting the conflict of interest policy set forth in the resolution.

Supporting documents (list attachments):

Draft DNR Grant Agreement

LCCMR Workplan

ENRTF/OHF Pass-Through Grant Agreement Conflict of Interest Disclosure

ENRTF/OHF Pass-Through Grant Reimbursement Manual



RESOLUTION

Resolution number: 23-044

Title: Approving Environment and Natural Resources Trust Fund Grant Agreement and Adopting Conflict of Interest Policy

WHEREAS, in June 2022, the MCWD Board of Managers ratified the submittal of a District proposal to the Legislative-Citizen Commission on Minnesota Resources (LCCMR), for an Environment and Natural Resources Trust Fund (ENRTF) grant to develop an updated watershed-wide hydrologic and hydrology model;

WHEREAS, in August 2022, the LCCMR recommended funding the project entitled “Leveraging Innovations in Data Analytics for Project Implementation” (“Project”) in the amount of \$738,000, and in May of 2023 the Minnesota legislature approved funding in the recommended amount;

WHEREAS, the Project will integrate local and statewide data sets into a high-resolution planning tool that forecasts the impacts of changing precipitation patterns and quantitatively compares cost-effectiveness and outcomes for water quality, ecological integrity, and flood prevention projects within the watershed;

WHEREAS, as a requirement of the grant agreement, throughout the term of the agreement the MCWD must maintain a conflict of interest policy that conforms to Minnesota Department of Administration, Office of Grants Management, Policy No. 08-01;

WHEREAS, Policy No. 08-01 requires that the MCWD maintain and follow its own documented conflict of interest policy and procedures with respect to an organizational conflict of interest, which is defined as when:

- A grantee’s objectivity in carrying out a grant is compromised due to a competing duty or loyalty; or
- A grantee or grant applicant has an unfair competitive advantage by having been furnished, without authority, proprietary information or source selection information not available to all competitors.

WHEREAS, the Bylaws of the MCWD Board of Managers (“Board”) sets forth a conflict of interest policy in accordance with Minnesota Statutes §10A.07, which policy is further informed by governance policies adopted by the Board and in force;

NOW, THEREFORE, BE IT RESOLVED, that the MCWD Board of Managers hereby approves the grant agreement between the State of Minnesota, acting through its Department of Natural Resources, and the MCWD for appropriated ENRTF funds in the amount of \$738,000 to develop an updated watershed-wide hydrologic and hydrology model, and authorizes the District Administrator, with any non-substantive changes and on advice of legal counsel, to execute the grant agreement.

BE IT FURTHER RESOLVED that all members of the Board, in making decisions that involve the expenditure of Project grant funds, will follow the requirements and procedures of the MCWD conflict of interest policy with respect to any potential or actual organizational conflict of interest, as defined above, and the MCWD Administrator, in the event of same, will advise the Board in writing and determine in coordination with the Board how the decision at hand will be made so as to avoid an organizational conflict of interest; and

BE IT FURTHER RESOLVED that in the event of an actual, potential or perceived conflict of interest, as defined in the "ENRTF/OHF Pass-Through Grant Agreement Conflict of Interest Disclosure" attached hereto, the MCWD Administrator will notify the State's Authorized Representative for the grant.

Resolution Number 23-044 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 8/24/2023

Secretary Date: _____

Draft

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Environment and Natural Resources Trust Fund**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Minnehaha Creek Watershed District, 15320 Minnetonka Blvd, Minnetonka, MN, 55345 ("Grantee").

Recitals

1. Under [Minn. Stat. §84.026](#) the Department of Natural Resources is empowered to enter into grant agreements.
2. Under M.L. 2023, Chp. 60, Art. 2, Sec. 2, Subd. 04l, Leveraging Innovations in Data Analytics for Project Implementation, \$738,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with Minnehaha Creek Watershed District to integrate local and statewide data sets into a high-resolution planning tool that forecasts the impacts of changing precipitation patterns and quantitatively compares cost effectiveness and outcomes for water quality, ecological integrity, and flood prevention projects in the district. Minnehaha Creek Watershed District may license third parties to use products developed with this appropriation without further approval from the legislature or the Legislative-Citizen Commission on Minnesota Resources, provided the licensing does not generate income. This appropriation is subject to Minnesota Statutes, section 116P.10.
3. The State awards to the Grantee for the purpose of conducting the program entitled Leveraging Innovations in Data Analytics for Project Implementation in the manner described in the Grantee's approved Work Plan.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement and Minn. Stat. Ch. 116P. Pursuant to [Minn.Stat. §16B.98, Subd.1](#), the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:* July 1, 2023

Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration Date:* June 30, 2026

1.2.1 The appropriation is available until June 30, 2026 by which time the project must be completed and final products delivered. For acquisition of real property, the appropriation is available for an additional fiscal year if a binding contract for acquisition of the real property is entered into before the expiration date of the appropriation. If a project receives a federal award, the period of the appropriation is extended to equal the federal award period to a maximum trust fund appropriation length of six years.

1.2.2 In the event this grant contract agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, is the end date. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 30, 2026.

1.3 *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant contract agreement: 10 Liability; 11 State Audits; 12 Government Data Practices and Intellectual Property; 15 Acknowledgment and Endorsement; 16 Governing Law, Jurisdiction, and Venue; 18 Data Disclosure; 23 Monitoring; and 26 Program Requirements.

1.4 *Incur Expenses*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, or the date the Work Plan is approved, whichever is later, are eligible for reimbursement unless otherwise provided in [M.L. 2023, Chapter 60, Article 2](#).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 See Attachment A, approved work plan, which is incorporated and made a part of this agreement. If applicable, the Grantee shall provide the State's Authorized Representative a copy of the revised work plan and the corresponding ENRTF approval letter within one week of any ENRTF approved changes to the work plan.
- 2.2 The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1), Minn. Stat. Ch.116P, and [M.L. 2023, Chapter 60, Article 2](#).
- 2.3 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 8.2).
- 2.4 The Grantee shall be responsible for the administration, supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- 2.5 The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement.

4 Consideration and Payment

Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

4.1 *Consideration.*

4.1.1 *Compensation*

Compensation in an amount not to exceed \$738,000 based on the following computation: See Attachment A for project budget.

4.1.2 *Matching requirements*

Grantee certifies that the following matching requirement for the grant will be met by GRANTEE. The total project cost is \$738,000. Grantee agrees to match at least \$0.00 of this project cost.

4.1.3 *Total Obligation*

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Seven Hundred Thirty Eight Thousand Dollars and No Cents dollars.

- 4.1.4 Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2 *Payment*

4.2.1 *Payment*

The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee shall submit payment requests with required expenditure documentation, as defined in the current Reimbursement Manual, to the State for review and approval. The Grantee shall submit payment requests on a regular basis (i.e. quarterly).

If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case-by-case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

4.2.2 *Retainage*

The final reimbursement will be paid out when the State determines that the Grantee has satisfactorily fulfilled all the terms of this agreement, unless otherwise excluded by the State in writing.

5 Use of Funds

- 5.1 The Grantee shall use the proceeds of this agreement only for the eligible direct expenditures of the program as described in the approved work plan.
- 5.2 The Grantee may provide portions of the proceeds of this agreement to the State. Work done by the State must be so specified in the approved work plan. A letter shall be submitted to the State's Authorized Representative and include: work to be accomplished; the specific area of the work plan authorizing the work; the portion of the proceeds to be used by the State; and the name, title, address, phone number and e-mail address for the State's staff member assigned to accomplish the work. The State will have the opportunity to review the letter and approve the work prior to accepting the funds. The Grantee's proceeds available under clause 4, Consideration and Payment, of this agreement shall be reduced by the amount provided for State use. In return, the State agrees to report back to the Grantee as to how appropriation funds were spent once the work is completed.

6 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee will be bound to the most recent Reimbursement Manual, as provided by the State each state fiscal year.

7 Authorized Representative

The State's Authorized Representative is Katherine Sherman-Hoehn, Grants Manager, (651) 259-5533, katherine.sherman-hoehn@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Brian Beck, 15320 Minnetonka Blvd, Minnetonka, MN, 55345, bbeck@minnehahacreek.org, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

8 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

8.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

8.2 Amendments

Any amendments to this grant contract 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 contract agreement, or their successors in office.

8.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

8.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

9 Subcontractors, Contracting, and Bidding Requirements

- 9.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the State. The Grantee will refer to the Subcontractors section in the current Reimbursement Manual, as provided by the State.
- 9.2 Per Minn. Stat. §471.345, grantees that are Municipalities as defined in Subd. 1 must follow the law.

- 9.2.1 The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 9.2.2 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statute 177.41](#) through [177.44](#). Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 9.2.3 The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)

9.3 *Nongovernmental Organizations*

Must follow the below requirements or submit a copy of their organization's contracting policies via Attachment B for review and possible approval by the State's Authorized Representative. If the thresholds change during the life of the grant, the Grantee must follow the most current Reimbursement Manual guidelines.

- 9.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo formal public notice and solicitation process.
- 9.3.2 Any services and/or materials that are expected to cost between \$25,000 and \$99,999 must be based on three (3) verbal quotes or bids.
- 9.3.3 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 9.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.](#)
 - Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- 9.3.5 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. See Attachment C: Conflict of Interest Disclosure
- 9.3.6 The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 9.3.7 Notwithstanding 1- 3 above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- 9.3.8 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 9.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)

10 **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 contract 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 contract agreement.

11 **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 contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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.

12 Government Data Practices and Intellectual Property Rights

12.1 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 grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract 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. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

12.2 Intellectual Property Rights (if applicable)

The Grantee will comply with Minnesota Statutes, Chapter 116P.10.

13 Criminal Background Checks

A recipient of an appropriation that is receiving funding to conduct children's services, as defined in Minnesota Statutes, section 299C.61, subdivision 7, must certify to the Legislative-Citizen Commission on Minnesota Resources, as part of the required work plan, that it performs criminal background checks for background check crimes, as defined in Minnesota Statutes, section 299C.61, subdivision 2, on all employees, contractors, and volunteers that have or may have access to a child to whom the recipient provides children's services using the appropriation.

14 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.

15 Acknowledgment and Endorsement

15.1 Acknowledgment

The Grantee must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund.

15.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

16 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17 Termination

17.1 Termination by the State

The State may immediately terminate this grant contract agreement 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.

17.2 Termination by the Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further

performance under the agreement would not serve agency purposes or is not in the best interest of the State.

18 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.

19 Use of Funds as Match to Other Grants or Programs

The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

- a. The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).
- b. The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

20 American Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

21 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d. Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e. Any other applicable non-discrimination law(s).

22 Reporting Requirements

The Grantee is bound to reporting requirements in [Minn. Stat. § 116P](#), [M.L. 2023, Chapter 60, Article 2](#), Attachment A, as well as Attachments D and E (if applicable).

23 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

24 Invasive Species Prevention

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to Operational Order 113](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf) (http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

25 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts](#) (http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

26 Program Requirements

The grantee must comply with the most current versions of Attachments A, B, C, D, and E as attached and incorporated into this grant contract agreement.

Attachments

- A. Current Work Plan with ENRTF Approval Letter
- B. Non-governmental Organization Subcontracting (if applicable)
- C. Conflict of Interest Disclosure
- D. Reimbursement Manual
- E. Land Acquisition Reporting Procedures (if applicable)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

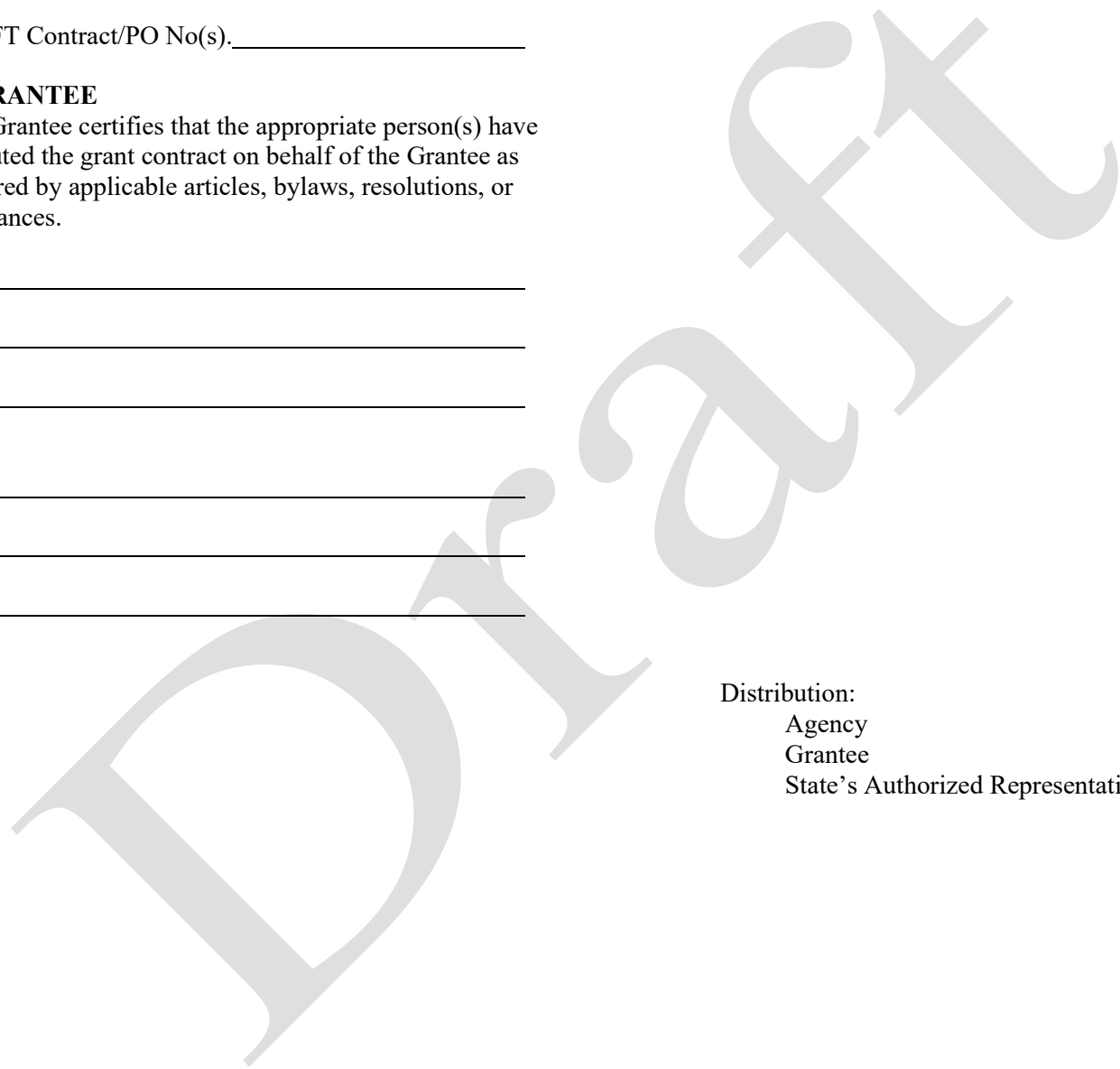
3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____



Distribution:
Agency
Grantee
State's Authorized Representative



LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES
100 Rev. Dr. Martin Luther King Jr. Blvd., Room 65
St. Paul, MN 55155-1201

Phone: (651) 296-2406

Email: lccmr@lccmr.mn.gov Web: www.lccmr.mn.gov

June 28, 2023

Dear 2023 ENRTF project managers,

I am happy to report that at the LCCMR's June 22, 2023 and June 28, 2023 meeting, the commission approved the work plans listed on the attached spreadsheet. The work plan, together with the conditions provided in the bill language, statute, your forthcoming grant agreement, and other policies and guidelines of ENRTF funding, will guide the use of funds for your project. We will be sending a note to your agency heads momentarily to notify them that you now have authority to begin spending these funds starting July 1. We have also changed the status of your workplan in the online system to "Final Work Plan Approved" and will be posting an approved version of your work plan on the [M.L. 2023 appropriations page](#) of LCCMR's website. Please see below for additional information.

[Authority to Spend; Conditions](#)

As a non-state entity, your appropriation will be jointly managed throughout the life of your project by the LCCMR and the Department of Natural Resources (DNR) Grants Unit.

You may begin spending on your project starting July 1, however you must enter into a grant agreement contract with the DNR before any reimbursement for these costs can occur. We encourage caution in your spending until you are familiar with these contract terms, including state bidding and prevailing wage requirements, to ensure they will be eligible for reimbursement. You will be contacted by the DNR Grants Unit within the next month with financial compliance instructions, [reimbursement request instructions](#), and a draft of the required grant agreement contract for "pass-through grants."

[LCCMR & DNR Grants Unit: Joint Oversight](#)

The LCCMR's role throughout your project will primarily involve overseeing your work plan and budget, which will be done through review of your progress/spending reports submitted in the online system every 6 months according to the schedule shown on the Tab 4 (Narrative) of your workplan. For most of you, your first update won't be due until April 1. DNR's role will primarily involve reimbursement payment to you and financial compliance. The DNR cannot reimburse you without LCCMR approval of your status updates and your submission of a reimbursement request(s) to the DNR.

[Questions?](#)

If you have questions about your workplan or budget, please feel free to contact your LCCMR lead staff, who is listed at the top of Tab 10 (Review and Submit Page) of your work plan.

If you have questions about your grant agreement contract with DNR, contact Katherine Sherman-Hoehn, Grants Manager at katherine.sherman-hoehn@state.mn.us or visit the [DNR Pass-Through Grants website](#).

Congratulations on approval of your funding, and best of luck to you all as you get your projects launched! We look forward to seeing them come to fruition.

Becca

Becca Nash
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Legislative-Citizen Commission on Minnesota Resources
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St. Paul, Minnesota 55155
Phone: 651 296-6264
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Environment and Natural Resources Trust Fund
Final Work Plan Review and Approvals - M.L. 2023 (FY 2024) as of June 28, 2023 - Pass Through

Line #	Direct or Pass Through	Organization	First Name	Last Name	Subd.	Proposal ID	Title	Funding Amount Appropriated	Work Plan Approval Notes and Contingencies	Project Impact Area	Classified Staff	Fee Title Acquisition	Conservation Easement	Capital Expenditures	Peer Review Complete	Potential Revenue	Work Plan Approval Date
1	Pass Through	Pheasants Forever Inc	Josh	Pommier	08a	2023-006	Minnesota Bee and Beneficial Species Habitat Enhancement II	\$876,000		Statewide	No	No	No	No	Yes	No	6/22/2023
2	Pass Through	Friends of the Boundary Waters Wilderness	Alison	Nyenhuis	05a	2023-008	Fostering Conservation by Connecting Students to the BWCA	\$1,080,000		Statewide	No	No	No	No	n/a	No	6/22/2023
3	Pass Through	Three Rivers Park District	John	Moriarty	08b	2023-010	Karner Blue Butterfly Insurance Population Establishment in Minnesota	\$405,000		Statewide	No	No	No	No	Yes	No	6/22/2023
4	Pass Through	ServeMinnesota	Sharon	Delcambre	07a	2023-013	Community Forestry AmeriCorps	\$1,500,000		Statewide	No	No	No	No	n/a	No	6/22/2023
5	Pass Through	Red River Basin Flood Damage Reduction Work Group	Andrew	Graham	04b	2023-022	Assessment of Red River Basin Project Outcomes	\$920,000		NW	No	No	No	No	n/a	No	6/22/2023
6	Pass Through	Eagle Bluff Environmental Learning Center	Colleen	Foehrenbacher	08c	2023-025	Root River Habitat Restoration at Eagle Bluff	\$866,000		Root River	No	No	No	No	n/a	No	6/22/2023
7	Pass Through	City of Frazee	Stephanie	Poegel	09b	2023-032	Wannigan Regional Park Land Acquisition	\$727,000		NW	No	Yes	No	No	n/a	No	6/22/2023
8	Pass Through	Great River Greening	Todd	Rexine	07b	2023-043	Biochar Implementation in Habitat Restoration: A Pilot	\$185,000		Central, Metro, SE	No	No	No	No	n/a	No	6/22/2023
9	Pass Through	Friends of the Mississippi River	Alex	Roth	03a	2023-044	Assessing Restorations for Rusty-Patched and Other Bumblebee Habitat	\$75,000		Statewide	No	No	No	No	Yes	No	6/22/2023
10	Pass Through	Pioneer PBS	Cindy	Dorn	05b	2023-051	Statewide Environmental Education via PBS Outdoor Series	\$391,000		Statewide	No	No	No	No	n/a	No	6/22/2023
11	Pass Through	Audubon Minnesota	Dale	Gentry	03c	2023-072	Mapping Migratory Bird Pitstops in Minnesota	\$340,000		Statewide	No	No	No	No	Yes	No	6/22/2023
12	Pass Through	City of Wayzata	Nick	Kieser	08f	2023-080	Panoway on Wayzata Bay Shoreline Restoration Project	\$200,000	The recipient must report to the Legislative-Citizen Commission on Minnesota Resources on the effectiveness of any new methods tested while conducting the project and may use a portion of the appropriation to prepare that report.	Metro	No	No	No	No	Yes	No	6/22/2023
13	Pass Through	City of St. Joseph	Nate	Keller	09f	2023-091	Construction of East Park	\$700,000		Central	No	No	No	No	n/a	No	6/22/2023
14	Pass Through	Great River Greening	Rebecca	Tucker	08g	2023-105	Pollinator Central III: Habitat Improvement with Community Monitoring	\$190,000		Metro	No	No	No	No	n/a	No	6/22/2023
15	Pass Through	University of St. Thomas	Kristine	Wammer	04f	2023-107	Ecotoxicological Impacts of Quinone Outside Inhibitor (QOI) Fungicides	\$279,000		Statewide	No	No	No	No	Yes	No	6/22/2023

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16	Pass Through	City of Scandia	Kyle	Morell	09g	2023-110	Scandia Gateway Trail to William O'Brien State Park	\$2,689,000	This project must be designed and constructed in accordance with Department of Natural Resources state trail standards. Engineering and construction plans must be approved by the commissioner of natural resources before construction may commence.	Statewide	No	No	No	No	n/a	No	6/22/2023
17	Pass Through	Great River Greening	Brad	Gordon	08h	2023-117	Restoring Forests and Savannas Using Silvopasture - Phase II	\$674,000		Statewide	No	No	No	No	n/a	No	6/22/2023
18	Pass Through	Fillmore County Soil and Water Conservation District	Riley	Buley	04g	2023-129	Brightsdale Dam Channel Restoration	\$1,004,000		Root River	No	No	No	No	n/a	No	6/22/2023
19	Pass Through	The Trust for Public Land	Eric	Weiss	08i	2023-135	Minnesota Community Schoolyards	\$1,433,000		Statewide	No	No	No	No	n/a	No	6/22/2023
20	Pass Through	Alexandria Lake Area Sanitary District (ALASD)	Scott	Gilbertson	04i	2023-137	ALASD's Chloride Source Reduction Pilot Program	\$764,000		Central	No	No	No	No	n/a	No	6/22/2023
21	Pass Through	Pheasants Forever Inc	Tanner	Bruse	08k	2023-142	Conservation Cooperative for Working Lands	\$2,611,000		Statewide	No	No	No	No	n/a	No	6/22/2023
22	Pass Through	Superior Cycling Association	Paul	Nordlund	09h	2023-147	Grand Marais Mountain Bike Trail Rehabilitation-Phase II	\$200,000		NE	No	No	No	No	n/a	No	6/22/2023
23	Pass Through	City of Duluth	Cliff	Knettel	09j	2023-172	St. Louis River Re-Connect - Phase II	\$1,375,000		NE	No	No	No	Yes	n/a	No	6/28/2023
24	Pass Through	Superior Hiking Trail Association	Lisa	Luukkala	08m	2023-181	Renewing Access to an Iconic North Shore Vista	\$197,000		Statewide	No	No	No	No	n/a	No	6/22/2023
25	Pass Through	Superior Hiking Trail Association	Lisa	Luukkala	08n	2023-189	Addressing Erosion Along High Use River Loops	\$368,000		Statewide	No	No	No	No	n/a	No	6/22/2023
26	Pass Through	Sugarloaf The North Shore Stewardship Association	Molly	Thompson	05f	2023-201	North Shore Private Forestry Outreach and Implementation	\$375,000		NE	No	No	No	No	n/a	No	6/22/2023
27	Pass Through	City of Biwabik	Jeff	Jacobson	09k	2023-207	City of Biwabik Recreation	\$1,306,000		NE	No	No	No	No	n/a	No	6/22/2023
28	Pass Through	City of Silver Bay	Lana	Fralich	09l	2023-210	Silver Bay Multimodal Trailhead Project	\$1,970,000	Before any construction costs are incurred, the city must demonstrate that all funding to complete the project are secured.	Statewide	No	No	No	No	n/a	No	6/22/2023
29	Pass Through	Minneapolis Park and Recreation Board	Adam	Arvidson	08p	2023-212	Enhancing Habitat Connectivity within the Urban Mississippi Flyway	\$190,000		Metro	No	No	No	Yes	n/a	No	6/22/2023

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30	Pass Through	Minneapolis Park and Recreation Board	Adam	Arvidson	09m	2023-213	Above the Falls Park Restoration Planning and Acquisition	\$1,376,000	This appropriation may not be used to purchase habitable residential structures. Before the acquisition, a phase 1 environmental assessment must be completed and the Minneapolis Park and Recreation Board must not accept any liability for previous contamination of lands acquired with this appropriation.	Metro	No	Yes	No	No	n/a	No	6/22/2023
31	Pass Through	Hawk Ridge Bird Observatory	Janelle	Long	03o	2023-217	Linking Breeding and Migratory Bird Populations in Minnesota	\$199,000		Statewide	No	No	No	No	Yes	No	6/22/2023
32	Pass Through	Minnesota Trout Unlimited	John	Lenczewski	05g	2023-223	Teaching Students about Watersheds through Outdoor Science	\$290,000		Statewide	No	No	No	No	n/a	No	6/22/2023
33	Pass Through	Minneapolis Park and Recreation Board	MaryLynn	Pulscher	05h	2023-229	Bioblitz Urban Parks: Engaging Communities in Scientific Efforts	\$198,000		Minneapolis	No	No	No	No	n/a	No	6/22/2023
34	Pass Through	Minnesota Discovery Center	Donna	Johnson	09n	2023-231	Redhead Mountain Bike Park	\$1,666,000		Statewide	No	No	No	No	n/a	No	6/22/2023
35	Pass Through	The Nature Conservancy	David	Ruff	03r	2023-232	Community Response Monitoring for Adaptive Management	\$483,000		Statewide	No	No	No	No	n/a	No	6/22/2023
36	Pass Through	Minnehaha Creek Watershed District	Brian	Beck	04l	2023-238	Leveraging Data Analytics Innovations for Watershed District Planning	\$738,000	Minnehaha Creek Watershed District may license third parties to use products developed with this appropriation without further approval from the legislature or the Legislative-Citizen Commission on Minnesota Resources, provided the licensing does not generate income.	Statewide	No	No	No	No	n/a	Yes	6/22/2023
37	Pass Through	White Earth Band of Minnesota Chippewa Indians	Jamie	Konopacky	04m	2023-247	Protecting Minnesota's Headwaters of the Mississippi/Pineland Sands	\$1,693,000	ENRTF funds will be used for educational purposes but not for any lobbying for recommended policy changes.	Central	No	No	No	No	Yes	No	6/22/2023

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38	Pass Through	Otter Tail County	Kevin	Fellbaum	09o	2023-249	Maplewood State Park Trail Segment	\$2,514,000	This project must be designed and constructed in accordance with Department of Natural Resources state trail standards. Engineering and construction plans must be approved by the commissioner of natural resources before construction may commence.	Central	No	No	No	No	n/a	No	6/22/2023
39	Pass Through	Otter Tail County	Kevin	Fellbaum	08r	2023-250	Phelps Mill Wetland and Prairie Restoration	\$974,000	Up to \$322,000 of this appropriation may be used to plan, engineer, and construct a boardwalk, viewing platforms, and soft trails within the park.	Central	No	No	No	No	n/a	No	6/22/2023



Environment and Natural Resources Trust Fund

M.L. 2023 Approved Work Plan

General Information

ID Number: 2023-238

Staff Lead: Michael Varien

Date this document submitted to LCCMR: June 15, 2023

Project Title: Leveraging Innovations in Data Analytics for Project Implementation

Project Budget: \$738,000

Project Manager Information

Name: Brian Beck

Organization: Minnehaha Creek Watershed District

Office Telephone: (952) 471-8306

Email: bbeck@minnehahacreek.org

Web Address: <https://www.minnehahacreek.org/>

Project Reporting

Date Work Plan Approved by LCCMR: June 22, 2023

Reporting Schedule: April 1 / October 1 of each year.

Project Completion: July 31, 2025

Final Report Due Date: September 14, 2025

Legal Information

Legal Citation: M.L. 2023, Chp. 60, Art. 2, Sec. 2, Subd. 04I

Appropriation Language: \$738,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with Minnehaha Creek Watershed District to integrate local and statewide data sets into a high-resolution planning tool that forecasts the impacts of changing precipitation patterns and quantitatively compares cost effectiveness and outcomes for water quality, ecological integrity, and flood prevention projects in the district. Minnehaha Creek Watershed District may license third parties to use products developed with this appropriation without further approval from the legislature or the Legislative-Citizen Commission on Minnesota Resources, provided the licensing does not generate income. This appropriation is subject to Minnesota Statutes, section 116P.10.

Appropriation End Date: June 30, 2026

Narrative

Project Summary: Integrating local and statewide datasets into a 21st-century planning tool, widely called for by our communities, that forecasts the impacts of changing precipitation patterns and quantitatively compares cost-effective solutions.

Describe the opportunity or problem your proposal seeks to address. Include any relevant background information.

Water systems throughout Minnesota were built for stable climate patterns that no longer exist. Extreme swings in precipitation are stressing our natural and built environments, impacting pollutant loading, stream erosion, wetland function, surface and groundwater interactions, habitat, and the safety of homes, public infrastructure, and businesses.

Watershed managers must help communities understand and adapt to these changes. However, the ability to do so is hampered by sparse and static historic data sets, which make it difficult to predict how specific areas will be impacted and quantitatively compare potential solutions.

Fortunately, advances in data science have made it affordable to collect exponentially more data and analyze it in more sophisticated ways. These advances allow water planners around the world to understand and predict changes with unprecedented accuracy and detail, allowing for more effective use of scarce public investment to address these issues. In Minnesota, data collection has outpaced the tools used to make sense of the information. Realizing the full potential of these advances requires new systems to integrate this data to identify existing issues, forecast future ones, and guide local decisions.

What is your proposed solution to the problem or opportunity discussed above? Introduce us to the work you are seeking funding to do. You will be asked to expand on this proposed solution in Activities & Milestones.

In partnership with the DNR, USGS, and Hennepin County, and with formal support from 14 federal, state, and regional agencies and local communities, the Minnehaha Creek Watershed District (MCWD) is proposing a pioneering program to maximize the value of recent public investments in data collection.

For example, MCWD has created a remote sensing network that collects more than 1 million data points per year about surface water levels, shallow groundwater levels, and pollutant loading. State leaders have invested in mapping the detailed topography of the state. Municipal partners have digitized data about their storm sewer systems.

MCWD will use funding from LCCMR to develop a reproducible process that brings these disparate data sets together into a quantitative planning tool. Using advances in 2-dimensional modeling, these tools will be able to pinpoint, quantitatively evaluate and drive decisions on climate adaptation projects and policies.

Such a tool will be critical to the climate adaptation planning efforts as watershed managers and communities begin to understand the impact of changing precipitation patterns on our built and natural systems. The result will be more effective green and gray infrastructure solutions that protect and conserve the watershed's iconic water resources.

What are the specific project outcomes as they relate to the public purpose of protection, conservation, preservation, and enhancement of the state's natural resources?

- A single, continuously-updated tool that integrates previously-siloed public data sets to quantitatively compare proposed natural resource projects
- A high-resolution understanding of the balance of all surface and groundwater inputs and outputs in the system, to identify natural resources and public assets in need of protection
- Improved ability to predict the impact of changes in precipitation and land use, to enhance infrastructure

planning

- Improved ability to quantify and compare the cost-effectiveness of potential conservation projects needed to address predicted impacts

Project Location

What is the best scale for describing where your work will take place?

Watershed(s): Mississippi River - Twin Cities

What is the best scale to describe the area impacted by your work?

Statewide

When will the work impact occur?

During the Project and In the Future

Activities and Milestones

Activity 1: Building the External Data Information Processing System

Activity Budget: \$361,000

Activity Description:

Because land use and stormwater infrastructure are constantly changing, watershed managers face the recurring challenge of using tools that are not based on up-to-date information. Historically, the process of updating watershed models has been a time-intensive endeavor because all data collection and processing has been done manually.

However, recent advances in data science have resulted in frameworks that automate complex data processing, which will dramatically reduce the cost of future model updates for MCWD and other public agencies throughout the state that could use this process as a template for enhancing and automating their own watershed model development.

MCWD will develop a reproducible data processing system that can incorporate publicly available datasets into a watershed modeling framework that can be used as a template for other local or regional agencies to efficiently build water resource models. Then, MCWD will work with technical experts to plan and build a GIS system that automatically updates based on changing landuse and infrastructure datasets to ensure the watershed model used for natural resource project identification is using the most current landscape and infrastructure information. The goal of this activity is to build a template that makes modeling much more efficient for all public agencies.

Activity Milestones:

Description	Approximate Completion Date
Develop Request for Proposals	April 30, 2023
Request Authorization to Release Project Request for Proposals	July 31, 2023
Request MCWD Board of Manager Authorization to Select Vendor for Model Input Refinement System	September 30, 2023
Meet with Municipalities and Partner Agencies to Provide Project Overview and Coordinate Stormwater Infrastructure Data	October 31, 2023
Develop Automated Process to Convert Regional Datasets into Standardized Geodatabase	November 30, 2023
Collect Initial Wetland, Stream Channel, and Bridge Data	November 30, 2023
Develop Automated Process that Converts the Standardized Geodatabase into Model Ready Format	January 31, 2024
Develop Documentation for Automated Geospatial Processing Steps	April 30, 2024

Activity 2: Building the 2D Watershed Model for Natural Resource Climate Adaptation Planning

Activity Budget: \$377,000

Activity Description:

MCWD will incorporate the data produced from the automated processing system developed in activity 1 into a high-resolution watershed model that can predict, in unprecedented detail, how water and pollutants will move through the system under current and predicted scenarios. The outcome from building the watershed model will be a tool that can help watershed managers meet their water quality, water quantity, and ecologic improvement goals.

Building this model will involve an iterative process to ensure that the automated processes developed in activity 1 can be incorporated into a high-resolution watershed planning tool. In addition, the consultant will use streamflow data collected by MCWD staff to calibrate the model to ensure it can accurately predict how water moves through the built and natural environment.

MCWD and the consultant will meet with local municipalities and engineers to communicate the use cases for the model to ensure it can be used by other entities to identify water quality, natural resource, and flood reduction projects.

Activity Milestones:

Description	Approximate Completion Date
Request Authorization to Release Project Request for Proposals	September 30, 2023
Request MCWD Board of Manager Authorization to Select Vendor to Build Watershed Model	December 31, 2023
Load Model Ready Datasets from Automated Processes into Watershed Model to Test Completeness of Datasets	February 28, 2024
Refine Automated Processes to Incorporate Fixes and Issues Based on Model Testing	May 31, 2024
Load Updated Datasets Based on Refined Automated Process into Model	July 31, 2024
Collect Missing Field Data Identified During Model Testing	August 31, 2024
Calibrate and Validate 2D Watershed Model Upstream of Grays Bay Dam and Create Documentation	December 31, 2024
Calibrate and Validate 2D Watershed Model Upstream of Grays Bay Dam and Create Documentation	February 28, 2025
Develop Final Documentation of Model Based on Calibrated Model and Automated Process	May 31, 2025

Project Partners and Collaborators

Name	Organization	Role	Receiving Funds
Tim Cowdery	U.S. Geological Survey	Assist with identifying groundwater well monitoring locations, conducting groundwater data analysis, suggesting methods for incorporating groundwater data into the 2D model, and providing oversight on 2D model build.	No
Dan Lais	Minnesota Department of Natural Resources	Collect and analyze additional groundwater and surface water interactions to integrate this data, along with other datasets, into the development of a high-resolution two-dimensional (2D) watershed model.	No
John Evans	Hennepin County	Hennepin County will assist with data collection, assessing climate impacts, and providing input on the tools needed to effectively plan and adapt to changing hydrology, in partnership with our communities.	No

Dissemination

Describe your plans for dissemination, presentation, documentation, or sharing of data, results, samples, physical collections, and other products and how they will follow ENRTF Acknowledgement Requirements and Guidelines.

There are multiple ways that the Minnehaha Creek Watershed District (District or MCWD) will disseminate the results from this project. Those dissemination efforts include:

- 1) Frequent communication with cities, townships, counties, regional agencies, and state agencies within MCWD to ensure that the model scenarios inform how each entity can improve its ability to manage water resources at a system scale.
- 2) Publishing a technical report on the Minnehaha Creek Watershed District website.
- 3) The MCWD staff will present at conferences about the model development process and the outputs from the model scenario analysis to increase awareness of the project.
- 5) The MCWD will provide acknowledgment of ENRTF, and include the ENRTF logo on reports and data submitted to the public and partner agencies.

Long-Term Implementation and Funding

Describe how the results will be implemented and how any ongoing effort will be funded. If not already addressed as part of the project, how will findings, results, and products developed be implemented after project completion? If additional work is needed, how will this work be funded?

This project will yield a sophisticated tool, drawing on state of the art data analytics, to enhance MCWD's organizational ability to partner with its member communities to identify, evaluate, and implement natural resource capital improvement projects that improve water quality, control water quantity, improve ecological integrity, and reduce flooding in the face of a changing climate. The products of LCCMR's investment are expected to help MCWD and its partners populate, focus, and prioritize capital improvement plans that will be funded locally. The long-term sustainment costs for maintaining the watershed tools will be borne by MCWD.

Budget Summary

Category / Name	Subcategory or Type	Description	Purpose	Gen. Ineligible	% Benefits	# FTE	Classified Staff?	\$ Amount
Personnel								
							Sub Total	-
Contracts and Services								
TBD through competitive bid	Professional or Technical Service Contract	The consultant will be responsible for developing computer programming that will convert municipal and regional agency geospatial data into a standardized format and model development, and report writing. They will also be responsible for collecting stream channel data, wetland data, and bridge data in cooperation with MCWD.				2.44		\$738,000
							Sub Total	\$738,000
Equipment, Tools, and Supplies								
							Sub Total	-
Capital Expenditures								
							Sub Total	-
Acquisitions and Stewardship								
							Sub Total	-
Travel In Minnesota								
							Sub Total	-
Travel Outside Minnesota								
							Sub Total	-

Printing and Publication								
							Sub Total	-
Other Expenses								
							Sub Total	-
							Grand Total	\$738,000

Classified Staff or Generally Ineligible Expenses

Category/Name	Subcategory or Type	Description	Justification Ineligible Expense or Classified Staff Request
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Non ENRTF Funds

Category	Specific Source	Use	Status	\$ Amount
State				
			State Sub Total	-
Non-State				
In-Kind	Minnehaha Creek Watershed District Tax Levy	Minnehaha Creek Watershed District staff will be contributing a total of 3790 hours of in-kind support for the project. This work will include coordinating with cities to obtain data, communicating model need and purpose with cities, collecting field data, installing groundwater and surface water well sensors, reviewing automated computer code, and reviewing model develop. MCWD will also develop portions of the automated data intake code for automatically pulling weather data from the National Weather Service to calibrate the watershed model.	Secured	\$203,100
Cash	Minnehaha Creek Watershed District Tax Levy	MCWD will contract with the USGS to oversee the selection of groundwater sensor monitoring locations and the development of the 2D watershed model	Secured	\$10,000
			Non State Sub Total	\$213,100
			Funds Total	\$213,100

Attachments

Required Attachments

Visual Component

File: [61f1f181-ad1.pdf](#)

Alternate Text for Visual Component

The attached graphic demonstrates how the proposed tools will convert a variety of disparate data sources into usable information to inform natural resource management decisions. It demonstrates how data sources about our built and natural environment – soils, topography, wetlands, hydrology, groundwater, precipitation, land cover, future land use, and storm sewer – will be integrated into a 2-dimensional model that will predict how water moves through the landscape under a variety of scenari...

Board Resolution or Letter

Title	File
MCWD Board Resolution Placeholder for LCCMR Application	14569b43-45c.pdf

Optional Attachments

Support Letter, Photos, Media, Other

Title	File
USGS Letter of Support	de56a77b-280.pdf
MN DNR Letter of Support	2f72934d-205.pdf
Met Council Letter of Support	b0553570-10b.pdf
Minnesota Cities Stormwater Coalition Letter of Support	69c682c6-fb2.pdf
Hennepin County Letter of Support	306c750a-ab4.pdf
EQB Letter of Support	da7c900a-a25.pdf
Minneapolis Park and Recreation Board Letter of Support	0d2f38c5-2d0.pdf
City of Edina Letter of Support	c31c2f7f-880.pdf
City of Minneapolis Letter of Support	b03378ab-d1d.pdf
City of Minnetonka Letter of Support	08497ccb-20c.pdf
City of Mound Letter of Support	667fb967-295.pdf
City of St. Louis Park Letter of Support	35e72525-f56.pdf
City of Victoria Letter of Support	8164d10e-d55.pdf
City of Wayzata Letter of Support	10977cbe-a91.pdf
Background Check Certification Form	d5791bba-c6a.pdf

Difference between Proposal and Work Plan

Describe changes from Proposal to Work Plan Stage

I updated the proposal based on the comments provided by LCCMR staff. I want to add a clarifying comment about the primary purpose of our proposal. The major advancement is developing a reproducible system that converts publically available data into a model-ready format to make watershed model development more efficient and higher resolution. All datasets for model development are currently available, however, they are all in unique formats, which makes model development a very labor-intensive process. However, the steps tend to be very repetitive and logical, which means that data conversion could be facilitated by developing computer scripts that automate the data conversion process. Furthermore, manual data incorporation results in lower resolution models, which is why most models at a watershed or regional scale are built at a low resolution which makes them difficult to use for planning purposes. Other agencies have already expressed interest and support for this system since they can use our process to build more efficiently

build models for their cities or regional agencies.

Please let me know if that doesn't come through in the work plan. The low word count limit makes it difficult to explain the purpose and the methods.

Additional Acknowledgements and Conditions:

The following are acknowledgements and conditions beyond those already included in the above workplan:

Do you understand and acknowledge the ENRTF repayment requirements if the use of capital equipment changes?

N/A

Do you agree travel expenses must follow the "Commissioner's Plan" promulgated by the Commissioner of Management of Budget or, for University of Minnesota projects, the University of Minnesota plan?

N/A

Does your project have potential for royalties, copyrights, patents, or sale of products and assets?

Yes

Do you understand and acknowledge IP and revenue-return and sharing requirements in 116P.10?

Yes

Do you wish to request reinvestment of any revenues into your project instead of returning revenue to the ENRTF?

No

Does your project include original, hypothesis-driven research?

No

Does the organization have a fiscal agent for this project?

No



ENRTF/OHF Pass-Through Grant Agreement Attachment C: Conflict of Interest Disclosure

Conflict of Interest:

As referenced in the Minnesota Department of Administrations Office of Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. Examples included but not limited to:

- One party has a relationship, affiliation, or other interest that could create an inappropriate influence if one party is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.

A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Individual Conflict of Interest:

A conflict of interest that may benefit an individual employee is any situation in which their judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

A employee uses their status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties

- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Particular attention should be paid to any proposed grant contract agreement requirements that provide for the rendering of planning, consultation, evaluation, or similar activities that may inform decisions on future grant awards.

This section to be completed by Grantee's Authorized Representative:

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual, potential and perceived conflicts of interests by individual employees or are organization as a whole to the State's Authorized Representative.

Authorized Representative Signature: _____



Office of Management and Budget (OMBS)

Pass-Through Grants Reimbursement Manual

**Environment and Natural Resources Trust Fund (ENRTF)
Outdoor Heritage Fund (OHF)
Fiscal Year 2024 (July 1, 2023- June 30, 2024)**

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Changes In This Version

The Fiscal Year 2024 manual contains these changes from previous versions:

- Clarifies current monitoring requirements that any grantee with a grant over \$250,000 must complete an annual monitoring with their grant specialist before June 30 every year. If a grantee fails to complete their monitoring visit, they are out of compliance with the grant agreement, and further reimbursements requests will not be completed until after the monitoring requirements are completed.
- Clarifies that monitoring can be done by any agreed upon electronic meeting platform, phone, or in person.
- Clarifies the steps that the Grants Unit may take if it finds at monitoring that some costs that were reimbursed were not correctly incurred or documented.
- Adds that, if their address changes during the grant period, the grantee must update their address in the SWIFT portal before receiving additional reimbursements.
- Updates the links to the Dept. of Administration's Debarred Vendors list.

Introduction

The Grants Unit within the DNR Office of Management and Budget Services (OMBS) provides contract management services related to ENRTF and OHF pass-through grant projects. Contract management ensures oversight of reimbursement for project deliverables and meets the requirements of all state laws and policies including the Department of Administration's Office of Grants Management (OGM) procedures. Contract management helps recipients with financial compliance and ensures project consistency with appropriation law, state statute, grants policies, and approved work/accomplishment plans.

This manual was developed to help grantees administer their pass-through appropriation(s) and to provide instruction on how to obtain reimbursements for eligible project expenses. However, it will not be able to address all issues and potential problems that may arise during the completion of the project. **For questions regarding the grant agreement and amendments or reimbursement requests, please contact the State's Authorized Representative or your assigned Grants Specialist.** Contact information is at the end of this manual; it can also be found in the contract agreement and on the DNR pass-through grants [website](#).

For questions regarding your ENRTF work plan, please contact Legislative-Citizen Commission on Minnesota Resources [\(LCCMR\) staff](#).

For questions regarding your OHF accomplishment plan, please contact Lessard-Sams Outdoor Heritage Council [\(LSOHC\) staff](#).

Internal Controls

- The grantee is responsible for establishing and maintaining adequate financial internal control systems that follow generally accepted accounting and auditing principles.
- Grantees must establish a separate, non-interest bearing account for ENRTF/OHF funds.

- Any accounting issues not addressed in this manual are subject to state agency standards as interpreted by their internal auditors. All projects are subject to final audit.

Monitoring

- OGM [policy 08-10](#) requires one monitoring visit during the course of the grant period on projects valued at over \$50,000.
- Any grantee with a grant over \$250,000 must complete an annual monitoring with their DNR grant specialist before June 30th every year. If a grantee fails to complete their monitoring visit, they are out of compliance with their grant agreement, and further reimbursements requests will not be completed until after the monitoring requirements are completed. Grants from \$50,000-\$250,000 must do at least one monitoring during the grant period. If any costs are found that were reimbursed, but upon further review should not have been eligible during annual monitoring or other reviews during the grant period, repayment of those costs, or other corrective action, may be required.
- Monitoring can be done by any agreed upon electronic meeting platform, phone, or in person. . Grantees will be given adequate notice prior to monitoring.
- The focus of the visit will be financial controls, grants management, conflict of interest, and associated documentation and procedures.

State Accounting System (SWIFT) Requirements

The DNR processes project reimbursement payments through a system managed by Minnesota Management and Budget (MMB). The preferred method of payment is through the use of an electronic funds transfer (EFT) directly into the grantee's designated bank account. Electronic transfer reimbursements provide timely payments and prevent the loss of checks either in the mail or by misdirection. In order to set up the electronic transfer payment process, please contact MMB at 651-201-8106.

The grantee will also need to request a User ID to access the SWIFT e-Supplier portal to view payment information:

- Go to [Minnesota Supplier Portal](#)
 - Click on the 'Register for an Account' link.
 - Click the 'Register as a Supplier' button in the New Supplier section.
 - Complete the online form.
 - An email will be sent with the new User ID and password.
- Questions regarding this process can be sent to efthelpline.mmb@state.mn.us.
- If the address of the grantee changes during the grant period, the grantee must update their address in the SWIFT portal before receiving additional reimbursements.

Project Reimbursement

Pass-through grants are reimbursement based. The grantee must pay for project expenses prior to seeking reimbursement. Eligible expenses are then reimbursed under the terms of the agreement with the State of Minnesota.

Advance Payment

The DNR will only provide advance payment with prior approval as outlined in session law and the grantee's agreement.

- LCCMR and/or LSOHC will need to approve all advances for the project through the work/accomplishment plan.
- This does not apply to land acquisitions, where the Grants Unit can transfer funds to the grantee at least one business day prior to the closing date through an EFT.
- All pre-closing documentation must be submitted at least **fifteen business days** in advance of the closing date in order to allow the Grants Unit to review the paperwork, notify the grantee of any missing or incomplete land acquisition documentation, and process the request.

Reimbursement Timeframe

Grantees should expect to be reimbursed within 30 days of the DNR receiving a complete reimbursement request.

- If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR.
- If work/accomplishment plan updates or progress reports are past due to either the LSOHC or the LCCMR, the DNR will withhold reimbursement payments for that project until the grantee is in compliance.

Frequency of Submission

Grantees must submit reimbursement requests at least annually while grant work is being done and expenses have been incurred. If the grantee has not yet incurred costs, no reimbursement request is required.

Final Reimbursement

- The final reimbursement will be paid out when the State determines that the Grantee has satisfactorily fulfilled all the terms of their grant agreement, unless otherwise excluded by the State in writing.
 - The State must complete a financial reconciliation on all grants over \$50,000 prior to approving the final reimbursement request. If a final reimbursement request is also the first request, this may delay payment.
 - The final report must be approved by the LCCMR or the LSOHC prior to payment of the final reimbursement request unless the grantee receives prior approval from the DNR in coordination with LCCMR/LSOHC staff to waive that requirement.

Reimbursement Payment Request Documents

The reimbursement payment request is comprised of four sections.

Project Reimbursement Payment Request Form

This form must be completed and signed by an individual who is authorized by the organization to submit payment requests. It is required for all payment requests, including land or conservation easement acquisitions.

Reimbursement Spreadsheet

The Reimbursement Spreadsheet provides information on the starting budget amounts, total reimbursements to date, current requested reimbursement amount, and the remaining balance of funds available.

- Each funding source has a different spreadsheet. Only use the ENRTF spreadsheet for LCCMR projects, and the OHF spreadsheet for all LSOHC projects.
- Line items (categories) on the spreadsheet must match the line items from the approved work /accomplishment plan budget.
- Only approved budget items (expenses) will be eligible for reimbursement.
- Please note the [guidance on allowable expenses documents](#) on the LCCMR's website and the [budget line item definitions](#) on the LSOHC's website.

Project Activity Summary Spreadsheet

The Project Activity Summary Spreadsheet provides a detailed summary of all expenses on the reimbursement payment request. The spreadsheet highlights the transaction date, description of the charges, the amount requested, and the approved budget categories for each expense.

Reimbursement Documentation

Each reimbursement payment request must include back-up documentation for all expenses. This documentation may include receipts, invoices, and time (payroll) records. The documentation should show that the expenses were allowable costs and happened within the time period of the payment request. Specific documentation is required for land acquisitions. Land acquisition reporting requirements are listed in the grant agreement, in Attachment E.

- All invoices must explicitly state the date(s) that the services were performed. The date must fall within the period of the reimbursement payment request.
- Documentation for salary expenses includes time or payroll records for the payment request period. All employees working on a project should track number of hours worked on the project.
 - Timesheet elements include the period worked (date range of work performed), name of the employee, rate of pay, hours worked, and benefit rate. The original time records must be available for review if requested.
 - All vacation (paid time off), sick, and holiday benefits are eligible for reimbursement on a proportional level. Please contact your assigned Grants Specialist for more information.
- The following information must be added to (or written on) the copies of receipts, invoices, time records or other documentation:

- Budget line item the expense is being posted to, such as personnel, equipment, travel, etc.
- Check number or payment number that was used to pay for the receipt, invoice, or payroll. This number should match up with payment documentation such as a bank statement or other proof of payment.
- If the documentation has non-project expenses on it, be sure to circle the expenses being posted to the project along with budget item.

Expedited Reimbursement Documentation

Grantees with a history of clean reimbursement requests and no findings on their most recent monitoring do not have to send in receipts for equipment, supplies, and travel with their payment requests. Grantees must continue to keep all receipts in your folders, for review at annual monitoring.

Grantees only send in invoices/receipts/other proof of expenses in these categories with payment requests:

- Contracts
- Land Acquisition
- Capital Equipment
- Expenses over the bidding threshold in all categories.

To access this policy, grantees must have:

- no findings in their most recent monitoring, and
- no questioned costs over their last four reimbursement requests, in a span at least six months.

Once grantees meet this standard, their grant specialist lets them know that they can stop sending in receipts. If a grantee has questioned costs or findings, the grant specialist may require full receipts on future payment requests.

Submission of Reimbursement Payment Requests

Please send one copy of the reimbursement request to your designated Grants Specialist, via e-mail. Starting in Fiscal Year 2021 we will only accept electronic submissions for all grant reimbursements. Where possible, please ensure electronic documentation is in an accessible format.

Documents to Be Kept on File

The grantee must maintain all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement in a separate project file. Project records are required for monitoring/audit purposes and must be readily available for review.

Retention Period

All records related to the project must be retained for a minimum of six (6) years from the grant agreement end date, or the receipt and approval of all final reports, whichever is later. For OHF grants that have restoration and enhancement end dates, grantees may contact their grant specialist to discuss the possibility of a close-out amendment to set the end date for purposes of retention.

Proof of Payment

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis.

The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- a copy of a bank statement with small photocopies of cleared checks
- an electronic bank statement
- a copy of cancelled check(s), or other certified financial records
- employee original time records and payroll documentation.

The State may conduct a proof of payment review during grant monitoring or for any reimbursement request submitted by the grantee throughout the grant period if necessary. No additional reimbursement requests for that project will be processed until the proof of payment for the request being reviewed is submitted and approved.

Background Checks

All ENRTF grantees that conduct a project that provides children's services, as defined in Minnesota Statutes Sec 299C.61 Subd.7, must perform criminal background checks for background check crimes, as defined in Minnesota Statutes, section 299C.61, Subd. 2, on all employees, contractors, and volunteers who have or may have access to a child to whom children's services are provided. Grantees should keep this documentation in the project file, for review at annual monitoring.

Vendors and Subcontractors

Subcontractors include other organizations and/or businesses that perform services identified in the work/accomplishment plan. Vendors provide supplies or materials to the project. Both must be selected based on contracting/purchasing procedures. Transparency, fiscal control, and accountability are key reasons why the State requires grantees to be thorough in the solicitation and selection of subcontractors and vendors.

Each executed subcontract must include the amount of the subcontract, the length of the subcontract, and all elements of the grantee's contract with the State.

Contracting and Bidding for Municipalities

Municipalities as defined in Minnesota statute 471.345, subdivision 1 must follow the [Uniform Municipal Contracting Law](#).

Contracting and Bidding for Non-Governmental Organizations

Non-governmental organizations may either:

- submit a copy of their contracting policies for review to the State's Authorized Representative, through the use of Attachment B (Non-Governmental Organization Subcontracting) to their grant agreement;
- or follow the contracting policies/procedures below.

Contracting and Bidding Thresholds and Process

- Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- Grantees must use a Request for Proposal (RFP)/Request for Quote (RFQ) process to competitively select professional and technical services.
- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

Debarment

Grantee must not contract with vendors/subcontractors who are on the on the [State Department of Administration's Debarred Vendors list](#):

Targeted Vendors

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below when possible. Please contact your grant specialist for assistance the first time you go through this process:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

Conflict of Interest

The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees or board members engaged in the selection, award and administration of contracts. This written standard may be requested during monitoring.

Single/Sole Source

The State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price. Single and sole source grants or contracts are used when only one entity is reasonably able to meet a grant's intended purpose and objectives, due to their geographic location, specialized knowledge, relationships or specialized equipment.

To seek a single/sole source waiver, the grantee must complete a [Grant Single Source Justification Form](#), available on the pass-through grants website, and submit it to the State's Authorized Representative for signature and approval. If approved, the Grantee must keep the executed copy on file.

Supporting Documentation

The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

Grantees must retain, in the project file:

- copies of the executed subcontract agreements
- a copy of the bid tabulation (if applicable),
- written documentation that describes the rationale for selection of the subcontractor, and
- documentation of the contract/bid approval if required by grantee internal controls (such as meeting minutes.)

This documentation may be reviewed during the monitoring visit or when requested by the State.

Prevailing Wage

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statute 177.41](#) through [177.44](#). Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either of the prevailing wage forms, or a notice from the Department of Labor and Industry that the project is not subject to prevailing wage. Other prevailing wage information can be found at the [Minnesota Department of Labor and Industry](#).

Cost Category-Specific Requirements

Equipment

Records for grantee-owned equipment used on a project must include the time actually used for the project and the computation used to arrive at the charged use rate. Use rates are subject to review by DNR.

Capital Equipment

Capital equipment purchased with grant funds must be:

- listed in the approved work/accomplishment plan prior to purchase
- tagged, maintained in an up-to-date directory, and available for review.

Land Acquisitions

- Any project that is subject to the land acquisition reporting requirements of Attachment E (Land Acquisition and Reporting Procedures) will be held to the most current version of Attachment E.
- The Grants Unit can transfer funds to the grantee one to two business day prior to the closing date through an EFT.

- All pre-closing documentation must be submitted at least ten business days in advance of the closing date in order to allow the Grants Unit to review the paperwork, notify the grantee of any missing or incomplete land acquisition documentation, and process the request.

Fourth Year Land Acquisition

In order to be reimbursed for land acquisitions that occur in the fourth fiscal year, the grantee will notify the State that a binding purchase agreement has occurred before the end of the third fiscal year.

- Notify your grant specialist that you intend to have a binding agreement in place by June 30 of the third year.
- Provide proof of that agreement no later than July 15 of the fourth year.
- Failure to do so may significantly affect payment. In that case, notify your grant specialist as soon as possible of the binding agreement.

Use of Funds

For all acquisitions that require DNR services, the grantee must submit a Use of Funds letter, as outlined in their grant agreement, to pay for the DNR's services. Funding must be available in the "DNR Land Acquisition Costs" (OHF) or the "Other DNR acquisition, reporting, and management" (ENRTF) budget line item in the approved work/accomplishment plan to pay for these costs.

Please see Attachment E of the grant agreement for step-by-step land acquisition procedures and requirements.

Materials and Services

Materials and services are eligible expenses when they are purchased by the grantee to achieve outcomes/activities stated in the work/accomplishment plan and reflected in the approved budget. Typical examples of material/service purchases include hardware, paint, lumber, sand/gravel, concrete, landscape materials, and signs.

In order to request reimbursement for materials and services, the grantee must have an invoice from the vendor. The invoice and the copy sent in with the reimbursement payment request must be legible and include the following items:

- Name and address of the vendor;
- Date the item or service was purchased;
- Date the service was performed;
- Quantity of item(s) purchased or hours worked;
- Description of item(s) or services purchased;
- Unit price/Prorate;
- Total amount of the line item.
- Please also add the following information to the invoices:
 - The activity number that the expense is being posted to.

- If a portion of an expense is being posted to more than one activity or budget line items, please include that information on the invoice (ENRTF only).
- The budget line item (or category) the expense is being posted to. Examples include expenses identified as “travel”, “personnel”, “equipment”, etc.

Travel

Travel must be included in the approved work/accomplishment plan and budget in order to be eligible for reimbursement. Out of state travel is an ineligible expense for both ENRTF and OHF projects unless explicitly approved in the work/accomplishment plan.

Travel expenses must follow Commissioner’s Plan guidelines in order to be eligible for reimbursement. The [Commissioner’s Plan](#) includes mileage and meal reimbursement rates and guidelines in Chapter 15 – Expense Reimbursement. Information on travel expenses can also be found on the [Travel Reimbursement and Documentation Guide](#) available on the DNR Pass-Through grant website.

Contact Information

Minnesota Department of Natural Resources
Office of Management and Budget Services, Grants Unit
500 Lafayette Road St. Paul, MN 55155-4010
[Pass-Through Grants Website](#)

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APPENDIX

Reimbursement Request Checklist

The checklist contains the items that must be included with the reimbursement request. Please use the checklist to ensure that the payment request is complete.

For all projects, the Grantee must submit the following:

1. **___ Section 1: Project Reimbursement Payment Request Form**
This document must be dated and signed by an appropriate representative for the grantee. Please complete the form and include the name of the project, the SWIFT purchase order number (300000XXXX), the sequence of the request (for example, the first request would be #1), and the period of time the request covers.
2. **___ Section 2: Reimbursement Spreadsheet**
The Reimbursement Spreadsheet will need to be customized to include the budget items and outcomes/activities from Attachment A, the approved work/accomplishment plan. This will help track budget line items to ensure funding is being expended by budget categories.
3. **___ Section 3: Project Activity Summary Spreadsheet**
The Project Activity Summary Spreadsheet should include the date range of reimbursable activity, the transaction date, the approved budget category for each charge and the amount requested, along with a brief description of the reimbursable items.
4. **___ Section 4: Reimbursement Documentation**
Submit copies of receipts, invoices, and time records (payroll). This information is necessary to determine if the expenses are eligible for reimbursement. Please write the activity number, budget item title and payment information (such as check number, bank statement) on the receipt/invoice document submitted. This information is needed to determine what part of the project the expenses are being directed to.
5. **___ Section 5: Acquisition Documents (if applicable)**
Specific documentation is required for land acquisitions. Please see your grant agreement to view your land acquisition reporting requirements.