



- Title:** Approval of Agreement with Medina for Morningside Ravine Stabilization Project
- Resolution number:** 23-045
- Prepared by:** Name: Becky Christopher  
Phone: 952-641-4512  
bchristopher@minnehahacreek.org
- Recommended action:** Authorization to execute an agreement with the City of Medina for the Morningside Ravine Stabilization Project
- Schedule:** Fall 2023 – Project design  
Winter 2023-2024 – Construction  
December 31, 2025 – Grant expiration
- Budget considerations:** Grant funds will pass through MCWD and be cost neutral (grant match paid by Medina)  
Funds awarded: \$243,200
- Past Board action:** Res #: 23-012 Title: Authorization to Apply for Watershed-Based Implementation Funding  
Res #: 23-031 Title: Authorization to Execute Grant Agreement for Watershed-Based Implementation Funding

**Summary:**

Background:

Through the Board of Water and Soil Resources (BWSR) Watershed-Based Implementation Funding (WBIF) program, the Minnehaha Creek Watershed District (MCWD) has been awarded \$418,140 to support two partner-led projects. Of this total amount, \$243,200 was awarded for the City of Medina's Morningside Ravine Stabilization Project which will reduce total phosphorus loading in the Painter Creek subwatershed by about 30 pounds per year.

At the February 9, 2023 Board Meeting, the Board authorized staff to apply for the grant funds, with MCWD serving as the grantee to allow for easier transfer of funds between the two projects, if needed, based on additional feasibility work and cost refinement for the two projects. At the June 8, 2023 Board Meeting, the Board authorized execution of the grant agreement with BWSR.

Requested Action:

Staff has coordinated with the City of Medina to draft an agreement outlining the roles and expectations for advancing the project and managing the grant. Under this agreement, the City is responsible for project design, construction, and maintenance. MCWD will serve as grantee to facilitate the City's access to the grant funds and on the condition that the City will be responsible to the MCWD for all grant requirements other than basic administrative and reporting obligations. Staff requests Board authorization to execute the agreement with the City of Medina.

Attachment:

Memorandum of Agreement with the City of Medina



**RESOLUTION**

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**Resolution number:** 23-045

**Title:** Approval of Agreement with Medina for Morningside Ravine Stabilization Project

WHEREAS, the Minnehaha Creek Watershed District (MCWD) has been awarded \$418,140 by the Minnesota Board of Water and Soil Resources (BWSR) through its Watershed-Based Implementation Funding (WBIF) program to support two partner-led projects;

WHEREAS, one of these projects, for which \$243,200 was awarded, is the City of Medina’s Morningside Ravine Stabilization Project which will reduce total phosphorus loading in the Painter Creek subwatershed by about 30 pounds per year;

WHEREAS, MCWD has agreed to serve as the grantee to facilitate the City’s access to the grant funds and allow for easier transfer of funds between the two projects, if needed;

WHEREAS, at its February 9, 2023 meeting, the MCWD Board authorized staff to apply for the grant funds;

WHEREAS, at its June 8, 2023 meeting, the MCWD Board authorized execution of the BWSR grant agreement;

WHEREAS, MCWD staff has coordinated with legal counsel and the City of Medina to draft an agreement outlining the roles and expectations for advancing the project and managing the grant; and

WHEREAS, under this agreement, the City is responsible for project design, construction, and maintenance, and the MCWD is responsible for grant administration on the condition that the City will be responsible to the MCWD for all grant requirements other than basic administrative and reporting obligations;

NOW, THEREFORE, BE IT RESOLVED that the MCWD Board of Managers authorizes the District Administrator to execute the attached agreement with the City of Medina for the Morningside Ravine Stabilization Project.

Resolution Number 23-045 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_. Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: 8/24/2023

\_\_\_\_\_  
Secretary Date: \_\_\_\_\_

**MEMORANDUM of AGREEMENT  
MINNEHAHA CREEK WATERSHED DISTRICT and the CITY of MEDINA**

**MORNINGSIDE RAVINE STABILIZATION PROJECT**

This Memorandum of Agreement (“Agreement”) is entered into by and between the Minnehaha Creek Watershed District, a special purpose unit of local government under Minnesota Statutes Chapters 103B and 103D (MCWD), and the City of Medina, a statutory city of the State of Minnesota (“City”) (together, the “Parties”).

**Recitals**

A. The MCWD's 2017 Watershed Management Plan outlines the MCWD's intention to respond to opportunities created through land use change and includes in its capital improvement program opportunity-based projects to reduce stormwater volume and nutrient loads to impaired waters.

B. At the request of the City, the MCWD applied to the Minnesota Board of Water and Soil Resources (BWSR) for a Clean Water Fund/Watershed Based Implementation Funding (CWF/WBIF) grant to provide partial funding for a City project involving the stabilization of a ravine and construction of a stormwater pond in the Morningside neighborhood (the “Project”). The Project will provide water quality benefit for Lake Katrina, which flows into Painter Creek and Jennings Bay, a waterbody presently designated as “impaired” due to excessive phosphorus levels. The City's engineering assessment indicates that the Project will reduce total phosphorus (TP) load by about 30 pounds per year.

C. The MCWD agrees to serve as grantee to facilitate the City's access to the grant funds and on the condition that the City will be responsible to the MCWD for all grant requirements other than basic administrative and reporting obligations.

D. The MCWD has been awarded a CWF/WBIF grant, identified as Grant C23-9999, in the total amount of \$418,140, of which \$243,200 is allocated to the Project. As grantee, the MCWD is the grant agreement signatory and assumes obligations to BWSR under that agreement.

**Terms**

**GRANT AGREEMENT COMPLIANCE**

1. Attachment A to this Agreement, and incorporated herein, is the Project grant agreement including the grant work plan (together, “Grant Agreement”).
2. The MCWD will assume obligations to BWSR as set forth in the Grant Agreement. The City recognizes that as the party benefitting from the grant funds, it is responsible to facilitate the MCWD's compliance with all Grant Agreement obligations.
3. The City will design, construct, maintain, and bear all non-grant funded costs of the Project. Each party will bear its own internal and administrative costs for any task it performs under this Agreement.
4. The City will conform to the Grant Agreement as to those obligations within its control. The City will cooperate in a timely way with the MCWD with respect to any City communications, documentation or other support that the MCWD requires in order to meet its obligations as grantee. Specifically, but not exclusively, the City will do the following in accordance with the Grant Agreement:

- a. Design, construct, and maintain the Project in accordance with the Grant Agreement and any applicable deadlines therein. The City will obtain access rights to all elements of the Project to which access is required for maintenance.
  - b. Provide all matching funds.
  - c. Comply with all contracting and bidding requirements, including prevailing wage requirements.
  - d. Maintain and retain all books, records, documents and accounting procedures and practices for the period specified, make available for inspection, and perform required audits.
  - e. Conform to publicity and intellectual property requirements.
5. The Parties will communicate promptly with each other to facilitate timely compliance with Grant Agreement requirements. The MCWD will promptly disburse grant funds to the City on recognition of receipt from BWSR in the MCWD's depository account.
6. The following terms apply and reflect the MCWD's limited role as formal grantee:
- a. The Parties will cooperate to ensure that: (i) the terms of the Grant Agreement are met; and (ii) the administrative costs and resource burdens incurred by the MCWD as grantee are minimized.
  - b. As between the City and the MCWD, the City will fully bear: (i) Project cost increases; (ii) the risk that, for any reason, BWSR does not provide the full grant amount; and (iii) the obligation to return or repay any grant amount, as any of these may arise under the Grant Agreement.
  - c. The City will hold the MCWD harmless with respect to any claim, proceeding, cost, liability or damage the City incurs arising out of the Grant Agreement or the MCWD's role as grantee thereunder. The City will indemnify the MCWD with respect to any claim, proceeding, cost, damage or MCWD liability (including reasonable attorney fees) arising out of the Grant Agreement or the MCWD's role as grantee thereunder, including but not limited to any MCWD cost or liability arising out of its obligation to defend, hold harmless and indemnify the State, its agents and employees.
  - d. Notwithstanding subsection 6.c, the City's obligations to hold the MCWD harmless and indemnify it do not apply to that portion of any loss, cost or damages resulting from the MCWD's negligent or willful act with regard to its obligations regarding its management or disbursement of grant funds.
  - e. In any proceeding arising under the Grant Agreement, the Parties will cooperate to substitute or add the City as party in interest, both to minimize MCWD cost and to allow the City to fully protect its interests.
  - f. Notwithstanding any other term of this Agreement, nothing herein creates a right in any third party or waives an immunity, defense or liability limit of a party hereto with respect to any third party. As between the Parties, only contractual remedies are available for a party's failure to fulfill the terms of this Agreement.
  - g. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59 and nothing herein constitutes either party's agreement to be responsible for the acts or omissions of the other party pursuant to subdivision 1a(a) of that statute.

## **PROJECT DESIGN**

7. The City will retain a professional engineer to perform remaining feasibility work as it considers warranted, and to design the Project.

8. On completion of the 90 percent design, the City's retained engineer will state, in writing, the design's expected annual removal of TP from within the Painter Creek-Jennings Bay subwatershed.

a. The City must obtain MCWD approval of a design that the engineer finds is likely to result in a performance materially below 30 pounds of TP removal annually. The MCWD will review any such request promptly and will not withhold consent unless it finds that performance may be below that figure, in which case either party may request consultation with BWSR to affirm that the Project continues to conform to the Grant Agreement.

b. If the City cannot present a design that BWSR finds acceptable under the Grant Agreement, as it may be amended, the MCWD may terminate this Agreement and allocate the funds hereunder for other purposes under the Grant Agreement. In this event, the MCWD and the City will cooperate to apply grant funds to Project costs incurred by the City, to the extent that BWSR allows.

9. The City, through its retained engineer, will prepare the Project design and obtain applicable permits, including a MCWD permit as required. At the City's request, the MCWD will consult with the City during design preparation. The MCWD will efficiently review and act on a permit application submitted by the City under its applicable rules and will not charge a permit fee. The City will provide the 90 percent design and a Project maintenance plan to the MCWD for review and concurrence. MCWD concurrence is for its own purposes as the grantee and does not constitute a professional representation as to the design. The MCWD will review the design promptly and will not unreasonably withhold concurrence.

10. The City will, at its cost, acquire any easement or other land rights needed to construct and maintain the Project.

## **CONSTRUCTION**

11. The City will prepare solicitation documents, procure a contractor and construct the Project in accordance with the design in which the MCWD has concurred, and with all applicable laws and requirements.

12. The City will give the MCWD written notice of substantial completion and when vegetation has been reestablished after site restoration. The MCWD may inspect the Project at all reasonable times.

## **MAINTENANCE**

13. The City, at its cost, will operate and maintain the Project in accordance with the maintenance plan and the Grant Agreement, and for the duration the Grant Agreement requires.

## **PROJECT USE FOR REGULATORY COMPLIANCE**

14. As between the MCWD and the City, the City may use all TP load reduction credit from the Project toward Total Maximum Daily Load requirements.

## **GENERAL TERMS**

15. The City will defend MCWD, its board members, employees and agents, indemnify them, and hold them harmless, from any and all actions, costs, damages and liabilities of any nature arising from the Project, except to the extent due to a negligent or willful act or omission of the MCWD, or its board member, employee or agent. Nothing in this Agreement creates a right in any third party or waives an immunity, defense or liability limit of a party hereto with respect to any third party. City remedies for any MCWD failure to conform to this Agreement lie in breach of contract only. Nothing in this

Agreement shall constitute a waiver by either party of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or any other law.

16. The parties will comply with all applicable laws and regulations in performing their obligations under this Agreement. The Agreement will be construed and enforced according to the laws of Minnesota.

17. The following will be used for any communication under this Agreement:

City: City of Medina  
2052 County Road 24  
Medina, MN 55340  
ATTN: Dusty Finke  
dusty.finke@medinamn.gov

MCWD: Minnehaha Creek Watershed District  
15320 Minnetonka Boulevard  
Minnetonka, MN 55345  
ATTN: Becky Christopher  
bchristopher@minnehahacreek.org

or at such other address of which a party may, from time to time, notify the other party in writing.

18. This Agreement, including Attachment A, constitutes the entire agreement among the parties relating to the subject matter addressed herein. An amendment to this Agreement is valid only when reduced to writing and duly signed by the parties.

19. This Agreement is effective on execution by the Parties and will remain in effect until the Grant Agreement terminates. An obligation of a party under this Agreement that by its nature continues beyond Grant Agreement termination will survive the expiration of this Agreement.

**CITY OF MEDINA**

By: \_\_\_\_\_ Date:  
Its Mayor

By: \_\_\_\_\_ Date:  
Its City Administrator

*Approved for form and execution*

\_\_\_\_\_  
*MCWD Counsel*

**MINNEHAHA CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_ Date:  
Sherry White, President, Board of Managers

**ATTACHMENT A  
GRANT AGREEMENT**



**FY 2023 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
WATERSHED-BASED IMPLEMENTATION FUNDING  
GRANT AGREEMENT**

<b>Vendor:</b>	0000225729
<b>PO#:</b>	3000015917

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Minnehaha Creek WD, 15320 Minnetonka Blvd, Minnetonka, MN 55345** (Grantee).

<b>Grant ID</b>	<b>Grant Title</b>	<b>Awarded Amt</b>
<b>C23-9999</b>	<b>Minnehaha Creek WD 2023 WBIF</b>	<b>\$418,140.00</b>

**Total Grant Awarded:** \$418,140.00

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(a), and the Laws of Minnesota, 2021, 1<sup>st</sup> Special Session, Chapter 1, Article 2, Sec. 6(a) appropriated Clean Water Funds (CWF) to the Board for the FY 2022-2023 Watershed-based Implementation Funding Program.
2. The Board adopted the FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the allocation of funds for the FY 2022-2023 Watershed-based Implementation Funding Program through Board Order #21-51.
3. The Grantee has submitted a Board-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**TITLE** James wisker  
**ADDRESS** 15320 Minnetonka Blvd  
**CITY** Minnetonka  
**TELEPHONE NUMBER** 9526414509

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

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
  - 1.2. **Expiration date:** **December 31, 2025** or until all obligations have been satisfactorily fulfilled, whichever comes first.



- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This Grant Agreement includes an advance payment of 50 % of each grant's total amount per grant. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board-approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minnesota Statutes § 103C.401 (2018) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver.**

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

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

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

12. **Governing Law, Jurisdiction, and Venue.**

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

13. **Termination.**

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**15. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

**17. Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

**18. Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

**19. Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State’s request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

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

**Approved:**

Minnehaha Creek WD

**Board of Water and Soil Resources**

James Wisker

Marcey Westrick

By: \_\_\_\_\_

By: \_\_\_\_\_

DocuSigned by:  
*James Wisker*  
2FEEF88F8D634A8...

*(signature)*

DocuSigned by:  
*Marcy Westrick*  
671258A058F246D...

*(signature)*

**Title:** Administrator

**Date:** 6/12/2023

**Title:** Central Region Manager

**Date:** 6/13/2023



# Grant Work Plan

## Watershed Based Implementation MAR 2023

**Grant Title:** Minnehaha Creek WD 2023 WBIF

**Grant ID:** C23-9999

**Grantee:** Minnehaha Creek WD

**Fiscal Agent:** Minnehaha Creek WD

**Grant Day-to-Day Contact:** Becky Christopher

**Grant Award (\$):** \$418,140.00

**Required Match (%):** 10

**Required Match (\$):** \$41,814.00

**Grant Execution Date:** 06/13/2023

**Grant End Date:** 12/31/2025

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$418,140.00	\$0.00	\$418,140.00
Match Funds	\$100,000.00	\$0.00	\$100,000.00
Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$518,140.00</b>	<b>\$0.00</b>	<b>\$518,140.00</b>

\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

### Budget Details

Activity Name	Category	Source Type	Source Description	Budgeted	Spent	Balance Remaining	Match Fund?
Morningside Ravine Stabilization	Streambank or Shoreline Protection	Current State Grant	Minnehaha Creek WD 2023 WBIF	\$96,000.00		\$96,000.00	N
Morningside Project Design	Technical/Engineering Assistance	Current State Grant	Minnehaha Creek WD 2023 WBIF	\$79,200.00		\$79,200.00	N
Holbrook feasibility	Technical/Engineering	Current State Grant	Minnehaha Creek WD 2023 WBIF	\$174,940.00		\$174,940.00	N

Activity Name	Category	Source Type	Source Description	Budgeted	Spent	Balance Remaining	Match Fund?
	Assistance						
Morningside Pond	Urban Stormwater Management Practices	Local Fund	City funds	\$100,000.00		\$100,000.00	Y
Morningside Pond	Urban Stormwater Management Practices	Current State Grant	Minnehaha Creek WD 2023 WBIF	\$68,000.00		\$68,000.00	N

### Indicator Summary

Indicator Category	Proposed Indicator	Total Value	Unit
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	30.3	Lbs/Yr

Indicator Category	Final Indicator	Total Value	Unit
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	22.4	Lbs/Yr
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	7.9	Lbs/Yr

### Grant Activities

<b>Activity Name: Holbrook feasibility</b>							
<b>Activity Category:</b> Technical/Engineering Assistance						<b>Staff time?:</b> No	
<b>Description:</b> Completion of feasibility study and concept plan. Milestone - Years 1 & 2: complete feasibility study							
<b>Budget Details</b>							
<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>	
Current State Grant	Minnehaha Creek WD 2023 WBIF	\$174,940.00		\$174,940.00		N	

## Activity Name: Morningside Pond

**Activity Category:** Urban Stormwater Management Practices

**Staff time?:** No

**Description:** 0.4 acre stormwater pond

Milestone: Proposed construction in year two of grant

### Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund	City funds	\$100,000.00		\$100,000.00		Y
Current State Grant	Minnehaha Creek WD 2023 WBIF	\$68,000.00		\$68,000.00		N

### Final Indicators

<u>Indicator</u>	<u>Total Value</u>	<u>Unit</u>
Phosphorus (Est. Reduction)	7.9	Lbs/Yr

Activity Action Name:	Morningside Pond	Activity Count:	1	
Practice Type:	350 - Sediment Basin	Size/Units:		
TA Provider/JAA:		Lifespan:	30 Years	
Practice Description:	Sediment basin	Install Date:		
		Mapped:	No	
Indicator Name	Units	Value	Calculation Tool	Waterbody
Phosphorus (Est. Reduction)	Lbs/Yr	7.9	MIDS	Lake Katrina

## Activity Name: Morningside Project Design

Activity Category: Technical/Engineering Assistance

Staff time?: No

Description: Project design

Milestone: design should be completed in year one of grant

### Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Minnehaha Creek WD 2023 WBIF	\$79,200.00		\$79,200.00		N

## Activity Name: Morningside Ravine Stabilization

Activity Category: Streambank or Shoreline Protection

Staff time?: No

Description: Stabilization of 400' ravine

Milestone: Proposed construction during year two of grant

### Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Minnehaha Creek WD 2023 WBIF	\$96,000.00		\$96,000.00		N

### Final Indicators

<u>Indicator</u>	<u>Total Value</u>	<u>Unit</u>
Phosphorus (Est. Reduction)	22.4	Lbs/Yr



Activity Action Name: Ravine stabilization	Activity Count: 1
Practice Type: 584 - Stream Channel Stabilization	Size/Units:
TA Provider/JAA:	Lifespan: 30 Years
Practice Description: Stabilization of 400' ravine	Install Date:
	Mapped: No

Indicator Name	Units	Value	Calculation Tool	Waterbody
Phosphorus (Est. Reduction)	Lbs/Yr	22.4	Bwsr Calc (Stream & Ditch Stabilization)	Lake Katrina