



Title:	Authorization to Execute Grant Agreement for MPCA Stormwater, Wastewater, and Community Resilience Planning Grant
Resolution number:	26-039
Prepared by:	Name: Kate Moran Phone: 952-641-4520 k Moran@minnehahacreek.org
Recommended action:	Authorization to execute a grant agreement with the Minnesota Pollution Control Agency for the Stormwater, Wastewater, and Community Resilience Planning Grant to support 2027 Plan development
Schedule:	November 2025 – Authorization for staff to apply for MPCA Grant December 2025 – Submitted Grant Application to support 2027 Plan engagement and development March 2026 – Notification of \$100,000 grant award April 2026 – Finalize grant agreement with MPCA staff and initiate work June 30, 2027 – Grant expiration
Budget considerations:	Fund name and code: Policy Planning – Contracted Services, 2-2008-4320 2026 fund budget: \$199,500 Expenditures to date: \$19,327.68 MPCA Grant Fund: \$100,000
Past Board action:	Resolution #22-084 Adoption of MCWD’s Climate Action Framework Resolution #24-012 Awarding Contract for 2D Watershed Model for Climate Planning Resolution #24-069 Authorization to Initiate Stakeholder Engagement for the 2027 Plan Resolution #25-052 Authorization to Release Request for Proposals for Watershed Management Plan Support Resolution #25-072 Awarding Moore Engineering Contract for 2027 Plan Support Resolution #25-067 Authorization to Apply for MPCA Stormwater, Wastewater, and Community Resilience Planning Grant and BWSR Water Quality and Storage Grant

Summary:

Background

The Minnehaha Creek Watershed District (MCWD) is experiencing the impacts of a changing climate, including more frequent heavy rainfall, flooding, and periods of drought. These conditions have stressed local water resources and infrastructure and underscored the need for a coordinated, long-term resilience planning. In response, the Board adopted the [Climate Action Framework](#) (CAF) in December 2022 to guide MCWD’s efforts to better understand vulnerabilities, work with partners, and implement effective flood risk management strategies.

A key early step has been the development of a watershed-wide 2D model (StormWise) to help assess current and future flood vulnerabilities. Supported by LCCMR funding, the model is expected to be completed in April 2026 and will provide technical information to inform partner engagement and the development of a coordinated flood risk management strategy.

This work builds on MCWD's Balanced Urban Ecology (BUE) vision, which recognizes that the most effective way to protect and improve water resources is to work in partnership with those who shape the built and natural environment. Since adopting BUE in 2014 and using it as the foundation of the 2017 Watershed Management Plan (Plan), MCWD has demonstrated that aligning water resources with land use goals through integrated planning can produce significant environmental, economic, and community benefits.

The 2027 Plan will continue this work, carrying forward the CAF and advancing the BUE vision. To guide this effort, the Board adopted the 2027 Plan Framework in [December 2024](#), which organizes the Plan around four areas: subwatershed planning, land and water partnership, flood management strategy, and metrics of success.

The 2027 Plan will be developed through a multi-year, collaborative process led by MCWD staff and supported by a consultant team (Moore Engineering) that provides additional capacity and expertise for both the technical modeling and engagement work. MCWD will convene a Technical Committee (TAC), Policy Advisory Committee (PAC), and subwatershed planning groups to bring together regional and local perspectives across the watershed to help improve integrated planning, including developing a flood management strategy. Using the 2D model (StormWise), MCWD, Moore Engineering, and its partners will explore climate scenarios, assess flood vulnerabilities, and identify potential storage needs and opportunities based on watershed hydrology, land use, and partner priorities over a two-year period.

MPCA Stormwater, Wastewater, and Community (SWC) Resilience Planning Grant

The Minnesota Pollution Control Agency (MPCA) administers the [Stormwater, Wastewater, and Community Resilience Planning Grant](#) program to support communities in assessing vulnerabilities and planning for the effects of Minnesota's changing climate. Through this program, MPCA provides funding for community-based planning efforts focused on increasing resilience to stormwater and flooding, improving wastewater system resilience, and reducing human health impacts by adapting community systems, services, and infrastructure to future climate conditions.

MCWD applied for grant funding to advance a watershed-wide flood resilience planning effort that builds on MCWD's CAF. The grant will support the application of MCWD's StormWise 2D watershed model to evaluate how changing precipitation patterns and land use conditions influence flooding across the watershed's communities, informed by partner and community engagement.

MCWD was awarded \$100,000 to support a comprehensive flood assessment, evaluate a range of flood management strategies, including storage and nature-based solutions, conduct targeted community engagement to learn from past projects, and develop a flood resilience framework. The work plan and budget have been finalized. The MPCA is currently finalizing the grant agreement. MCWD staff anticipate executing the agreement by the end of April.

Requested Action:

Authorize the District Administrator to execute the MPCA SWC Resilience Planning Grant agreement upon receipt from MPCA.

Attachment:

Attachment 1 – Sample Grant Agreement and MCWD Work Plan for MPCA SWC Resilience Planning Grant



RESOLUTION

Resolution number: 26-039

Title: Authorization to Execute Grant Agreement for MPCA Stormwater, Wastewater, and Community Resilience Planning Grant

WHEREAS, the Minnehaha Creek Watershed District (“MCWD” or “District”) is already experiencing the impacts of climate change, including localized and regional flooding, and recognizes the need for a comprehensive strategy to improve watershed resilience;

WHEREAS, in December 2022, the Board adopted a Climate Action Framework (CAF) that provides a roadmap for enhancing the District’s understanding of climate vulnerabilities, engaging partners, and developing a coordinated flood management strategy to be memorialized in the 2027 Watershed Management Plan (“Plan”);

WHEREAS, to support this strategy, the District is developing a watershed-wide 2D model to understand vulnerabilities, forecast scenarios, evaluate management strategies, and support decisions regarding adaptation options;

WHEREAS, in December 2025, the Board adopted the 2027 Plan Framework and authorized staff to initiate the stakeholder engagement process, which will focus on developing an integrated, regional flood risk management strategy;

WHEREAS, this engagement process will include identifying priority areas where storage is needed, as well as areas of opportunity based on watershed hydrology, current and future land use, and partner input;

WHEREAS, the Minnesota Pollution Control Agency (“MPCA”) offers a Stormwater, Wastewater, and Community Resilience Planning Grant program that provides funding for community-based planning efforts focused on increasing resilience to stormwater and flooding, improving wastewater system resilience, and reducing human health impacts by adapting community systems, services, and infrastructure to future climate conditions;

WHEREAS, at its November 20, 2025 meeting, the MCWD Board authorized staff to apply for these grant funds;

WHEREAS, MPCA has awarded MCWD \$100,000 and is finalizing the grant agreement which must be executed before expenditures can begin;

WHEREAS, a sample grant agreement and the finalized work plan have been provided for Board review, and the final agreement is expected to be substantially similar to the sample agreement; and

NOW, THEREFORE, BE IT RESOLVED that the MCWD Board of Managers authorizes the District Administrator to execute the grant agreement with MPCA upon finalization and receipt to support the 2027 Plan engagement and development.

Resolution Number 26-039 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 4/9/2026
Date: _____

Secretary

SWIFT Number:

AI:

Activity ID:

This Grant Agreement is between the state of Minnesota, acting through its Department of **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA" or "State"), and *name and address* ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **project name**.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: start date**, or the date the State obtains all required signatures, whichever is later.
Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.
- 1.2 **Expiration date: end date**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms**. The following clauses survive the expiration or cancellation of this grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The parties will perform the services outlined in **Attachment A**, which is attached and incorporated into this grant agreement.

3. Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Grantee's Duties" within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement. Grantee certifies they will provide no less than 10% (ten percent) of the total grant amount as cash match or in-kind services.
- 4.2 **Administrative Costs.** Grantee administrative costs must be necessary and reasonable.
- 4.3 **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because- of this grant agreement will not exceed \$0.00; The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

- 4.4 **Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is required no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Contract No.
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- 4.5 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5. **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.

6. **Contracting and Bidding Requirements**

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

- 6.1 The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
- 6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
- 6.3 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.

7. **Authorized Representative**

The State's Authorized Representative/Project Manager is **Steven Yang**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2702, steven.yang@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Karie Kerfeld/Paul Wyman**, 31620 125th Street, Princeton, MN 55371, 763-398-3201, k.kerfeld@marvstruevalue.com, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

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 consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 8.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 8.4 **Grant contract agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

- 9.1 Subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 9.4 No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.5 The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

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 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 [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination 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, [Minnesota Statutes Chapter 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 [Minnesota Statutes § 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**

- (a) **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 agreement. 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 agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

13 Workers' Compensation

The Grantee certifies that it is in compliance with [Minnesota Statutes § 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.

14 Governing Law, Jurisdiction, and Venue

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.

15 Termination by the State

15.1 Termination by the State.

- A. **Without Cause.** The State may terminate this Grant Contract Agreement 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.
- B. **With Cause.** The State may immediately terminate this grant agreement if the State 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 State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 Termination by The Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this grant contract agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for insufficient funding.

The State may immediately terminate this grant contract agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or, if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 **Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

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

17 Data Disclosure

Under [Minnesota Statutes § 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.

18 Reporting Requirements

Final Report. By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional / corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

Attachments

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Attachments, or between Attachments, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Attachment A

Attachment B

Signatures

Project title:

Integrated Flood Resilience Planning for the 2027 Minnehaha Creek Watershed Management Plan

Statement of project purpose(s)

The project will complete a watershed-wide flood resilience planning effort that helps communities understand how changing precipitation patterns and more frequent extreme rainfall shape current and future flood risk across the Minnehaha Creek Watershed. Building on MCWD's new StormWise model and through a robust engagement process, the project will evaluate how flooding affects infrastructure, natural systems, and communities, including areas with higher social vulnerability.

The purpose of this work is to provide partners with a shared, technically sound foundation for planning and decision making under future climate conditions. The project will identify areas of greatest risk, evaluate the relative performance of various management strategies, and establish a coordinated management framework that supports long-term, multi-jurisdictional action. This framework will be a central component of MCWD's 2027 Watershed Management Plan and will position MCWD and its 29 cities advance implementation of resilience projects.

Goal statement, project deliverable(s), tasks, and subtasks

Goal statement: The goal of this project is to develop a watershed-wide flood resilience framework that helps communities across the watershed prepare for Minnesota's changing climate. The project will use updated climate and flood modeling, combined with local knowledge and targeted engagement, to address a critical regional need for coordinated climate resiliency planning, reduce risks to public safety and human health from flooding, and directly benefit communities, including socially vulnerable communities and EJ areas, by identifying and prioritizing strategies that provide long-term flood resilience.

Project deliverables:

- Flood Risk Assessment
- Management Strategy Evaluation
- Shared Conveyance Risk Management Framework
- Engagement Outputs
- Integrated Flood Resilience Framework
- Final Documentation for MPCA Grant

Task 1 of 5: Engagement and Communication Support

Subtask 1a: Partner Engagement and Communications

Brief description of activities involved:

Develop and implement an engagement approach that supports TAC, PAC, and subwatershed planning groups. Prepare meeting materials, agendas, summaries, visual aids, and other key content to help partners understand modeling outputs and emerging flood risk. Materials will reflect MCWD's [Balanced Urban Ecology](#) (BUE) vision and support transparent communication across jurisdictions. This subtask also includes ongoing project coordination necessary to deliver the engagement process. Moore Engineering will support MCWD in establishing meeting rhythms, aligning communication across teams, and ensuring modeling and engagement insights move through the process cohesively. This includes coordination meetings, agenda planning, cross-disciplinary alignment, preparing shared content, and refining engagement methods based on partner feedback.

Subtask 1b: Public Engagement and Outreach

Brief description of activities involved: Conduct public engagement including surveys, community event tabling, and online feedback tools to develop community understanding of flood impacts, inform vulnerability assessment, assess benefits of past projects and inform future design with community support. Use of MCWD's Inclusive Engagement Framework and pilot Equity Lens to tailor engagement by communities, including socially vulnerable and EJ areas in watershed. Will include language access, culturally appropriate materials, and clear visual communication to reduce barriers to participation.

Task 2 of 5: Flood Risk Assessment

Subtask 2a: Technical Report of Flood Risk Assessment

Brief description of activities involved: Develop technical report summarizing methods, analysis, and results of flood risk assessment based on modeling initiated prior to grant period (March-May). Includes inundation maps for existing and future climate-based flood scenarios and summaries of high-risk areas, critical infrastructure, and community impacts based on stakeholder input.

Task 3 of 5: Management Strategy Development and Evaluation

Subtask 3a: Round 1 – High Level Scenario Analysis

Brief description of activities involved:

Conduct watershed-scale assessment of storage, conveyance, nature-based and other combined strategies. Compare performance across current and future climate conditions to understand patterns of flood reduction and watershed response. Develop draft and final technical memos.

Subtask 3b: Round 2 – Refined Scenario Analysis and Conveyance Risk Framework

Brief description of activities involved:

Refine management scenarios using feedback from TAC, PAC, Subwatershed Planning Groups, and public engagement. Identify where specific strategies are most feasible and beneficial, and develop planning-level cost estimates. Develop a shared conveyance risk framework to guide consistent, equitable management of upstream and downstream interactions across communities. Develop draft and final technical memos.

Task 4 of 5: Integrated Flood Resilience Framework

Subtask 4a: Develop Framework

Brief description of activities involved:

Synthesize modeling results, partner input, and community engagement findings into a watershed-scale framework identifying priority areas, adaptation strategies, storage project opportunities, MCWD and partner roles, and potential funding sources. Provide clear roadmap to guide future policy and capital project development as part of the 2027 Watershed Management Plan.

Task 5 of 5: Final Report and Project Deliverables

Subtask 5a: Submit Grant Final Report

Brief description of activities involved:

Will provide a final grant project report using the MPCA template approximately one month prior to the end of the grant agreement on June 30, 2027, or at completion of the project, whichever occurs first. Will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report.

Subtask 5b: Submit Project Deliverables

Brief description of activities involved: Will provide electronic files of all project deliverables to the MPCA authorized representative prior to the end of the grant agreement on June 30, 2027, or at the completion of the project, whichever occurs first.

**Planning Grants for
Stormwater, Wastewater,
and Community Resilience
Budget**

Doc Type: Grant Application

Minnehaha Creek WD

Cost category	Quantity (Qty/Unit)		I.	II.	III.	IV.	V.
			Grant funds	Budgeted cash match	Budgeted in-kind match	Total budgeted match (II + III)	Total budget (I + IV)
Engagement & Coordination	1	lump sum	\$42,375.00	\$26,521.00	\$0.00	\$26,521.00	\$68,896.00
Flood Risk Synthesis	1	lump sum	\$1,880.00	\$1,880.00	\$0.00	\$1,880.00	\$3,760.00
Mgmt Strategy	1	lump sum	\$55,745.00	\$26,599.00	\$0.00	\$26,599.00	\$82,344.00
Totals			\$100,000.00	\$55,000.00	\$0.00	\$55,000.00	\$155,000.00