



Title:	Authorization to Execute Grant Agreement for BWSR Water Quality and Storage Grant
Resolution number:	26-028
Prepared by:	Name: Kate Moran Phone: 952-641-4520 k Moran@minnehahacreek.org
Recommended action:	Authorization to execute a grant agreement with the Board of Water and Soil Resources for Water Quality and Storage Grant to support 2027 Plan development
Schedule:	November 2025 – Authorization for staff to apply for BWSR Grant December 2025 – Submitted Grant Application to support 2027 Plan engagement and development February 2026 – Notification of \$75,000 grant award and submittal of work plan December 31, 2029 – Grant expiration
Budget considerations:	Fund name and code: Policy Planning – Contracted Services, 2-2008-4320 2026 fund budget: \$199,500 Expenditures to date: \$17,801.43 BWSR Grant Fund: \$75,000
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 resource 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. The 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.

BWSR Water Quality and Storage Grant

The Board of Water and Soil Resources (BWSR) administers the [Water Quality and Storage Grant](#) program, which provides financial assistance for modeling, design, and construction of projects and practices that manage water volume and flow rates to protect infrastructure, improve water quality, and address climate change impacts.

MCWD applied for grant funding to support flood risk assessment work associated with Moore Engineering's scope of services for the 2027 Plan. The grant funding will supplement Moore Engineering's existing scope of services and support additional subwatershed analysis without requiring additional MCWD funding. Specifically, the grant also allows MCWD to expand beyond the current scope of services by evaluating how storm events and projected climate conditions influence runoff and flooding within the Minnehaha Creek Subwatershed and identifying locations where storage could provide the greatest system benefit.

MCWD was awarded \$75,000 to support identification of potential storage opportunities and conceptual design of three to five projects to better understand potential flood mitigation and water quality benefits within the Minnehaha Creek Subwatershed. BWSR has approved the grant work plan and requires execution of the grant agreement before expenditures can begin.

Requested Action:

Authorize the District Administrator to execute the BWSR Water Quality and Storage Grant Agreement.

Attachment:

Attachment 1 - FY 2026 BWSR Water Quality and Storage Program (Round 2) Grant Agreement



RESOLUTION

Resolution number: 26-028

Title: Authorization to Execute Grant Agreement for BWSR Water Quality and Storage 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 Board of Water and Soil Resources (“BWSR”) offers a Water Quality and Storage Grant program that provides financial assistance to model, design, and/or construct projects that control water volume and flow rates, protect infrastructure, improve water quality, and mitigate climate impacts;

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

WHEREAS, BWSR has awarded MCWD \$75,000, approved the work plan for the grant, and now requires execution of the grant agreement before expenditures can begin; and

NOW, THEREFORE, BE IT RESOLVED that the MCWD Board of Managers authorizes the District Administrator to execute a grant agreement with the Board of Water and Soil Resources to support the 2027 Plan engagement and development.

Resolution Number 26-028 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 3/12/2026

Secretary Date: _____



**FY 2026 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATER QUALITY AND STORAGE PROGRAM (FY26 ROUND 2)
GRANT AGREEMENT**

Vendor:	0000225729
PO#:	3000020064

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).

Grant ID	Grant Title	Awarded Amt
C26-0124	Minnehaha Creek Subwatershed Storage and Water Quality Opportunities Modeling	\$75,000.00

Total Grant Awarded: \$75,000.00

Recitals

1. The Laws of Minnesota 2023, Chapter 60, Article 1, Section 4(p) and the Laws of Minnesota 2021, 1st Special Session, Chapter 6, Article 1, Sec. 4(l) appropriated funds to the Board for the FY 2026 Water Quality and Storage Grant Program.
2. The Board adopted Board Order #25-27 to authorize and allocate funds for the FY 2026 Water Quality and Storage Grant Program.
3. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
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.

Authorized Representative

The State’s Authorized Representative is Adam Beilke, Land and Water Programs Supervisor, BWSR, 2118 Campus Drive SE, Suite 100, Rochester, MN 55904, (507) 766-9820, 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

ADDRESS

CITY

TELEPHONE NUMBER

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

Grant Agreement

1. **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, 2029 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: 9. Liability; 10. State Audits; 11. Government Data Practices; 14. Governing Law, Jurisdiction, and Venue; 16. 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 Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Agreement.
- 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. All individual grants over \$500,000 require a reporting expenditure by July 15 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2030, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will provide minimum match required by Exhibit A.
- 2.4. **Website:** 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.

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. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, Board, and local laws, policies, procedures, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented. Grantee administrative costs must be necessary and reasonable. Grantee is required to account for staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

6. **Contracting and Bidding Requirements.**

- 6.1. **Municipalities**, as defined in [Subd. 1](#) of Minnesota Statutes § 471.345, are required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#) and the following sub-clauses:
 - 6.1.1. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
 - 6.1.2. 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](#).
 - 6.1.3. 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.

- 6.2. **Non-governmental organizations**, those that do not meet the definition of municipality in 6.1, are required to comply with the contracting and bidding requirements in the following sub-clauses:
 - 6.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
 - 6.2.2. 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 or awarded to a targeted vendor.
 - 6.2.3. 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.
 - 6.2.4. 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:
 - 6.2.4.1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - 6.2.4.2. [Metropolitan Council Underutilized Business Program](#)
 - 6.2.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
 - 6.2.5. 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.
 - 6.2.6. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
 - 6.2.7. Notwithstanding 6.2.1. – 6.2.4. above, the State may waive bidding process requirements when:
 - 6.2.7.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - 6.2.7.2. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
 - 6.2.8. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
 - 6.2.9. 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](#).

7. **Assignment, Amendments, Work Plan Revisions, Waiver, and Contract Complete.**

- 7.1. **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.
- 7.2. **Amendments and Work Plan Revisions.** 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. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
- 7.3. **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.
- 7.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8. **Subcontracting and Subcontract Payment.**

- 8.1. A 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.
- 8.2. 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.
- 8.3. 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.

- 8.4. No subagreement 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.
- 8.5. The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.
- 8.6. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

9. 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.

10. 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, the Attorney General, 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.

10.1. 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.

11. 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.

12. 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.

13. Publicity and Endorsement.

13.1. **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.

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

14. 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.

15. Termination.

15.1. 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.

15.2. 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.

15.3. 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.

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

16. 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.

17. 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

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Grant Program Requirements:**FY26 Water Quality and Storage Program – Round 2****1. Match**

A non-state match equal to at least 10% of the amount of the grant received is required. The anticipated source(s) for the match shall be identified in the grant work plan. Match can be provided by a landowner, land occupier, private organization, local government or other non-state source and can be in the form of cash or the cash value of services or materials contributed to the accomplishment of grant objectives. State funded loans repaid with non-state funds may be used for the match. Funds used for match for this program cannot be used as match for any other state grant program. Activities listed as ineligible in Section 4 may not be counted towards match.

2. Grant Work Plan

A work plan shall be developed in eLINK and must be approved before execution of the grant agreement. The work plan shall reflect each eligible activity that will be implemented, a description of the anticipated activity outcomes or accomplishments, and grant funding amounts to accomplish each of the activities.

For Design and Construction grants, the work plan must also include plans for long-term maintenance and inspection for the duration of the life of a project

3. Eligible Activities

Eligible activities must result in a reduction to peak flow rates and/or volumes to demonstrate a decrease in downstream flooding, improvement of water quality or related public benefits, or to mitigate climate change impacts. Grants may include any number of practices, but the practices cumulatively must reduce the hydrograph peak at the area of interest (to be determined by the grantee).

Project lifespan must be at least 25 years, and the grantee must develop an Operation and Maintenance plan that includes an inspection schedule, expectations for routine maintenance, and a financing system to ensure the design function of the project.

Design and Construction Grants:

Eligible activities include; construction costs, project development, grant management and administration, and technical and engineering assistance necessary for design of these practices.

Payments for land protection including easement payment (temporary, perpetual, or flowage), pre-title acquisition payments, property acquisition costs, survey, title, and recording fees are eligible expenses under this grant (as approved by the Board).

Modeling and Conceptual Design Grants:

Eligible activities include; outreach, modeling of a stream or drainage system, grant management and administration, and technical and engineering assistance necessary for conceptual design of the subsequently selected projects or practices within the modeled watershed. The intent of the proposed sites must be to reduce flooding, improve water quality, or mitigate climate change impacts and they must decrease the peak flow rate of the runoff hydrograph at an area of interest.

4. Ineligible Activities**Design and Construction Grants:**

- Proposed activities that do not demonstrate a reduction in the hydrograph peak or volume at the area of interest.

- Activities that are multi-phase, multi-year storage systems (i.e. – the project must not rely on components that will be constructed at a later time in order to get the reduction in peak flow rates and/or volumes).
- Drain tile, except for tile outlets required for water and sediment control basins, tile required to make eligible practices function, and tile modification required to move runoff to storage practice, basin, or wetland restoration.
- Ditching, except that required to make eligible practices function.
- Maintenance or repair of existing structures/storage projects.
- Activities that would negatively affect drinking water.
- Activities that are required to meet minimum requirements of law or permit including but not limited to: Buffer Law, Shoreland, GW Protection Rule, WCA, Stormwater and feedlots.
- Infrastructure installation and upgrades that would be required to meet Municipal Separate Storm Sewer System (MS4) General Permit Requirements for development or redevelopment.

Modeling and Conceptual Design Grants:

- Modeling of one individual storage practice.
- Model development of a 103E system that consists of an Improvement. This modeling must be completed before the grant will be executed so that the grant funds will only be used to model the addition of storage on the system.
- Costs such as modeling software fees or development of new modeling software.

5. Native Vegetation

Projects that involve vegetation restoration or establishment must use native vegetation and seed and plant sources consistent with BWSR's Native Vegetation Establishment and Enhancement Guidelines, with the exceptions listed below. Use of plant species on the Minnesota [Noxious Weed List](#) is prohibited for all projects. Non-native species used for projects must not pose a risk to native plant communities. The maximum distance for sources of herbaceous species seed and plants is 200 miles; and for tree and shrubs seed and plants the distance is 300 miles.

Exceptions

- Non-native, non-invasive perennial crops, hay crops or forage crops may be used:
 - As part of a drinking water protection strategy in a vulnerable or highly vulnerable DWSMA as designated by the Department of Health or in a Township Well Testing high-priority area as determined by the Department of Agriculture;
 - In buffers, borders, grass waterways or other areas likely to be exposed to pesticides or part of agricultural production;
 - For soil stabilization, erosion prevention and carbon sequestration in an agricultural production setting;
 - On fields that will be hayed, grazed or harvested.
- For the exceptions above, if the project area is under 20 acres in size, the exception may be approved by local conservation staff. If the project area is 20 acres or larger, or for any exceptions not listed here, grantees must request approval from the BWSR Grant Manager.

- Cover crops used to improve soil health and/or water quality are allowed without a maximum acreage limit.
- Temporary cover is allowed without a maximum acreage limit when needed to stabilize project sites prior to the construction of structural conservation practices.
- Cultivars of native species may be used in urban stormwater plantings if they accomplish similar or greater ecological functions, help achieve aesthetic goals and do not pose an invasive or other environmental risk.

6. **Allowable and Unallowable Costs**

Allowable costs are costs solely incurred through project activities that are directly related to and necessary for producing the project outcomes described in the work plan. Grantee is required to account for the staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

Unallowable costs include but are not limited to:

- Bad debts, monetary settlements and judgements, late payment fees, and investment management fees
- Donations, fundraising, sponsorships, and acknowledgements
- Entertainment, gifts, prizes, and decorations
- Alcohol
- Interest on loans not authorized under state statute
- Loans of BWSR grant funds
- Lobbying, lobbyists, and political contributions
- Merit awards and bonuses

7. **Sub-agreements**

Funds may be distributed to partner(s) through the use of sub-agreements. Activities identified in the sub-agreement must fit within the scope of the agreement between BWSR and the recipient and include requirements for fund distribution, implementation, and reporting.

8. **Technical Quality Assurance**

Practices and projects must meet the following requirements to ensure long-term public benefit:

- **Technical Assistance Provider.** The recipient must designate technical assistance provider(s) that have appropriate credentials for investigation, design, and construction.
- **Practice Standards.** Practices and projects must use appropriate standards for design, construction, effective life, operation, and maintenance.
- **Practice Certification.** Technical assistance provider(s) must certify that the practice or project was installed or constructed in accordance with the applicable plans and specifications, including approved modifications, prior to authorization for payment.
- **Operation and Maintenance.** Technical Assistance Provider(s) must prepare an operation and maintenance (O&M) plan specific to the site and practice(s) implemented.
- **Periodic Practice/Project Inspection.** Inspections shall confirm that the operation and maintenance plan is being followed and the project has not been altered or removed.

9. **Project and Practice Assurances**

A written agreement is required to ensure program requirements are met when installing projects and practices

or providing financial assistance to a land occupier. Project and Practice Assurances must include technical and financial obligations and requirements for the installation, operation, and maintenance of the practice or project, including a plan for failures or noncompliance.

10. Permitting

The grantee is responsible for obtaining and complying with all permits necessary to execute the project.

11. Providing Financial Assistance to Land Occupiers

All BWSR funds used by a recipient to provide financial assistance to a landowner or land occupier requires adequate project assurances.

Project Application and Agreements

Work completed prior to the signing of the agreement is not eligible.

Conservation Practice Contract Noncompliance

Failure to complete, maintain, or repair a conservation practice or unauthorized alteration is considered non-compliance with an executed conservation practice agreement. If the organization discovers noncompliance, they must take action to resolve and notify BWSR.

Grant Management and Reporting

Eligible activities include local grant administration, management, and reporting that are directly related to and necessary for implementing the project or activity associated with the grant. Grantee is required to report on the outcomes, activities, and accomplishments.