

COON CREEK WATERSHED DISTRICT
Request for Board Action

MEETING DATE: August 24, 2026
AGENDA NUMBER: 11
ITEM: Grant Agreement with BWSR for Blaine Parks WQ Improvements

AGENDA: Policy

ACTION REQUESTED

Execute grant agreement with BWSR for Blaine Parks Targeted WQ Improvements Phase 1

PURPOSE & SCOPE OF THE ITEM

To enter into the attached agreement with the MN Board of Water and Soil Resources (BWSR) for a \$500,000 Clean Water Fund grant to implement the Blaine Parks Targeted WQ Improvements Phase I project.

BACKGROUND

Sand Creek was added to Minnesota's 303(d) list of impaired waters for aquatic life impairments in 2006 due to macroinvertebrate and fish bioassessments and for aquatic recreation impairments in 2016 due to elevated levels of *Escherichia coli* (*E. coli*) bacteria. Excess total phosphorus (TP), total suspended solids (TSS), altered hydrology, and poor habitat were identified as the primary stressors to Sand Creek's biota. Pollutant loading allocations were established for TSS, TP, and *E. coli* as part of the CCWD Total Maximum Daily Load (TMDL) study approved in 2016 with a target year of 2045.

In 2026, the District was awarded a Clean Water Fund Projects and Practices grant in the amount of \$500,000 for the Blaine Parks Targeted WQ Improvements Phase I project (Project). This Project, a regional stormwater pond in Happy Acres Park, will directly reduce the TSS and TP loading to Sand Creek and thus make progress towards achieving required TMDL Wasteload Allocations. Regulated urban stormwater runoff was identified as a primary source of both TSS and TP for Sand Creek, especially in areas developed prior to stormwater regulations such as the lower Ditch 60 subwatershed where the Project is located. This Project would provide treatment for a 56-acre catchment that presently has no stormwater treatment.

COORDINATION

As part of the Ditch 60 subwatershed planning process, District staff worked with staff from the City of Blaine, City of Coon Rapids, City of Ham Lake, and the Anoka County Highway Department to develop an implementation plan to meet joint water management goals including TMDL pollutant load reductions. Construction of this Project was one of the top-ranking cost-effective projects identified. District staff met with City of Blaine Parks staff who are agreeable to the Project in this location. This Project Site was included on the 2026 Board Tour. A request was made for all contributing MS4s who are jointly responsible for Sand Creek's TMDL WLAs to budget local cost share funds

towards this Project in 2027. The District and Landowner, City of Blaine, will enter into a Joint Powers Agreement to formally outline responsibilities and provide the necessary assurances to BWSR prior to expending any grant funds.

ISSUES/CONCERNS

Funding: The grant agreement requires a minimum of 10% local match or \$50,000. The estimated maximum total Project cost is \$1,100,000. The proposed 2027 CCWD budget includes \$294,500 in local match towards the Project, exceeding required match totals.

Public communication: A dedicated project webpage will be created and hosted on the District website to provide project background and updates. A public informational meeting will be held prior to construction. The project will be constructed wholly on city-owned property, but there are residential lots adjacent to the proposed project extent that will be contacted directly early in the planning phase.

IMPLICATIONS

Executing this agreement will require the District to provide a minimum of \$50,000 in local match funds; these funds are already included in the proposed 2027 budget.

PRIOR DECISIONS

March 9, 2026: Authorization of staff to apply for FY27 BWSR Clean Water Fund Projects and Practices Competitive Grant Funding

OPTIONS

1. Execute grant agreement with BWSR
2. Table action until next meeting with statement of reason and need

CONCLUSIONS

Executing the attached grant agreement for implementation of the Blaine Parks Targeted WQ Improvements Phase I project allows local funds to be leveraged with state grant funds to achieve required pollutant reductions for Sand Creek.

RECOMMENDATION

Execute grant agreement with BWSR for Blaine Parks Targeted WQ Improvements Phase 1

ACTION/IMPLEMENTATION STEPS

Board President Hafner to sign attached grant agreement via DocuSign



FY 2027 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANT PROGRAM
PROJECTS AND PRACTICES & PROJECTS AND PRACTICES DRINKING WATER
GRANT AGREEMENT

Vendor:	0000898751
PO#:	3000020735

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Coon Creek WD, 13632 Van Buren St NE, Ham Lake MN 55304 (Grantee).

Grant ID	Grant Title	Awarded Amt
C27-0008	Blaine Parks Targeted WQ improvements Phase 1	\$500,000.00

Total Grant Awarded: \$500,000.00

Recitals

1. The Laws of Minnesota 2025, Chapter 36, Article 2, Section 6 (b), The Laws of Minnesota 2013, Chapter 137, Article 2, section 7, paragraph (b), and The Laws of Minnesota 2015, Chapter 2, Article 2, section 7, paragraph (b) appropriated funds to the Board for the FY 2027 Projects and Practices, and Projects and Practices Drinking Water grants.
2. The Board adopted Board Order #26-05 to authorize and allocate funds for the FY 27 Projects and Practices, and Projects and Practices Drinking Water grants.
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 19. 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 grant agreement expiration as described in 1.2, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.4. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 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 amount 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. Activities identified in the sub-agreement must fit within the scope of the agreement between the Board and the recipient and include shared responsibilities for liability, fund distribution, implementation, and reporting.

- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 8.7. 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. Constitutional and Statutory Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution and state statute regarding the use of Clean Water Funds to supplement traditional sources of funding. Grantee must meet Clean Water Fund expenditure and accountability requirements as defined in [Subd.4 of Minnesota Statute § 114D.50](#).

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:

Coon Creek WD

Board of Water and Soil Resources

By: _____

(signature)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

By signing this agreement, signer represents they have legal authority to commit the grantee to the terms of this agreement.

Grant Program Requirements**FY27 Clean Water Fund Projects and Practices/Drinking Water Projects and Practices Grant Program****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, authorized agent, 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. Activities listed as ineligible under the Activity Eligibility section below may not be counted towards match, except land acquisition and easement costs which can count toward the required match if directly associated with the project and incurred within the grant period. 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.

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.

3. Activity Eligibility

Consistent with the Clean Water Legacy Act (Minnesota Statutes 114D), the primary purpose of grant activities must be to restore, protect, and enhance water quality in lakes, rivers and streams and to protect groundwater and drinking water sources from degradation.

Eligible activities must be consistent with a watershed management plan, comprehensive watershed management plan, county comprehensive local water management plan, soil and water conservation district comprehensive plan, metropolitan local water plan or metropolitan groundwater plan that has been State approved and locally adopted or an approved total maximum daily load study (TMDL), watershed restoration and protection strategy (WRAPS) document, groundwater restoration and protection strategy (GRAPS) document, surface water intake plan, or wellhead protection plan. Local governments may include programs and projects in their grant work plan that are derived from an eligible plan of another local government.

I. General**A. Eligible**

1. Project support to advance project implementation such as administrative, technical and engineering expenses, design and cost estimates, site investigations and assessments, construction or installation supervision, and inspections.
2. Equipment necessary for the implementation of water quality practices and programs consistent with the purposes of these funds.
3. Targeted public participation and engagement and other activities directly necessary for the implementation of water quality practices and programs.
4. Grant administration, management, and reporting activities that are directly related to and necessary for implementing the project(s) or activity(ies) associated with the grant.

B. Ineligible

1. Incentive payments.
2. Activities that meet minimum requirements of law or permit including but not limited to: Buffer Law, Drainage Law, Shoreland Law, Wetland Conservation Act, Groundwater Protection Rule, NPDES Construction Stormwater Permit except subsurface sewage treatment systems and feedlots as described below.

3. Development and delivery of educational activities and curriculum that do not support or lead to the implementation of water quality practices.
4. Routine maintenance activities or repair of best management practices, capital equipment and infrastructure within the effective life of existing practices or projects.

II. *Structural and Non-Structural Practices and Activities*

A. Eligible

1. Structural and non-structural practices and activities that supplement or exceed current minimum state standards or procedures for protection, enhancement, and restoration of water quality in lakes, rivers, and streams and to protect groundwater and drinking water sources from degradation.

B. Ineligible

1. Activities that outlet landlocked basins.
2. Stormwater conveyances that collect and move runoff, but do not provide water quality treatment benefit.
3. Replacement, realignment or creation of bridges, trails or roads.

C. Requires Additional BWSR Approval

1. The BWSR grant manager, in consultation with regional managers, must approve the use of grant funds to provide financial assistance for a duration longer than three years for non-structural land management practices prior to work plan approval.

III. *Easements and Fee Title Acquisition*

A. Eligible

1. Easement and fee title land acquisition costs can count toward the required match if directly associated with the project and incurred within the grant period.

IV. *In-Lake or In-Channel Treatment*

A. Eligible

1. Management practices such as carp and goldfish management, lake drawdown, and alum treatments that have been identified as an implementation activity in a TMDL study or watershed restoration and protection strategies report and/or in a comprehensive watershed management plan or metro watershed management plan.

B. Ineligible

1. Water treatment activities with unknown long-term benefits, water quality outcomes, ecological impacts, or effective life including but not limited to harvesting or chemical treatment of aquatic plants, lanthanum, or nanobubble technology.
2. All subsequent applications and treatments after the initial design and implementation. These are considered operation and maintenance expenses and are a project sponsor responsibility.

V. *Feedlots*

A. Eligible

1. Eligible practices are limited to: livestock management facilities that were initially registered before January 1, 2005; and livestock operations registered with the Minnesota Pollution Control Agency Database or its equivalent, not classified as a Concentrated Animal Feeding Operation (CAFO), and facilities that are not expanding beyond the current number of registered animal units in accordance with Minnesota Rules Chapter 7020. BWSR reserves the right to deny, postpone or cancel funding where financial penalties related to violations have been imposed on the operator.

B. Additional considerations:

1. Funded projects must comply with standards in MN Rules Chapter 7020 upon completion (i.e., no partial fixes allowed).

2. Eligible practices are limited to best management practices listed by the Minnesota NRCS or other applicable standards as certified by a professional engineer.
3. Practices and project components must meet all applicable local, state, Tribal, and federal standards and permitting requirements.
4. Feedlot roof structures are eligible up to \$100,000 per project with state grant funds and not to exceed 100% of construction costs.
5. Feedlot relocations are eligible, up to \$100,000 per project with state grant funds and not to exceed 100% of the construction costs. The existing eligible feedlot must be permanently closed in accordance with local and state requirements. The existing and relocated livestock waste management systems sites are considered one project for grant funding.

C. Ineligible

1. Slats placed on top of manure storage structures.

VI. *Subsurface Sewage Treatment Systems*

A. Eligible

1. Replacing systems on homesteaded properties identified as an imminent threat to public health or safety or systems that are failing to protect groundwater. Landowners must meet low-income thresholds established by the grant recipient according to USDA Rural Development or similar published criteria.
2. Costs associated with connecting a home into a sewer line that goes to a municipal or community wastewater treatment plant if the criteria in A1 (above) is met.

B. Ineligible

1. Systems regulated by National Pollution Discharge Elimination System or State Disposal System permits (treated surface discharge or systems discharging over 10,000 gallons per day).

C. Requires Additional BWSR Review

1. Community wastewater treatment solutions involving multiple landowners are eligible for funding if they are listed on the MPCA's Project Priority List (PPL) and have a Community Assessment Report (CAR) or facilities plan (Minn. Rule 7077.0272).

VII. *Drainage Systems and Drainage Management*

A. Eligible

1. Funds can be used as an external source of funding for Minnesota Statutes §103E.011 Subd. 5 to facilitate multi-purpose drainage management practices with a primary purpose of improving water quality by reducing erosion and sedimentation or excess nutrient delivery and which may provide secondary benefits of reducing peak flows and flooding while protecting drainage system efficiency and reducing drainage system maintenance.

B. Ineligible

1. Drain tile, except for tile outlets required for water and sediment control basins, tile required to make eligible drainage water management practices function, tile required to collect and move runoff to a treatment system, and dense pattern tile to replace open tile inlet(s).
2. Ditching except if needed for the creation of a storage and treatment wetland restoration.
3. Back-flow preventing flap gates on side inlet structure pipes where a system-wide analysis has not been completed.
4. Continuous berms greater than an average of 3 feet high (above existing ground) along Minnesota Statutes 103E drainage ditches.
5. Components or activities otherwise required by Minnesota Statutes 103E Drainage Law.

VIII. *Water Monitoring and Conservation*

A. Ineligible

1. Water quality monitoring including such as, but not limited to, routine, baseline, diagnostic, long-term trend, or effectiveness monitoring. This includes both surface and groundwater monitoring activities.
2. Municipal drinking water supply facilities or individual drinking water treatment systems.
3. Household water conservation appliances and water fixtures.

IX. *Drinking Water (Drinking Water Projects and Practices Grants only)*

A. Eligible

1. Private well testing and cost of lab analysis for the following contaminants: coliform bacteria, nitrate, arsenic, lead and manganese via clinics/events/in office for the purpose of well user awareness of their drinking water quality.

B. Ineligible

1. Projects that are not primarily focused on protecting the drinking water source of concern or minimizing the contaminant sources/risks impacting the drinking water source of concern.
2. Streambank restoration and stabilization projects.
3. Wells that must be sealed as part of state or local enforcement of State Well Code requirements. Consultation with MDH staff (<https://www.health.state.mn.us/communities/environment/water/docs/swpstaffmap.pdf>) is strongly advised if uncertain of the regulatory status.

X. Conditions that apply to all structural and non-structural activities

Effective Life: All structural practices must be designed and maintained for a minimum effective life of ten years for best management practices and 25 years for capital improvement practices. The beginning date for a practice's effective life is the same date final payment is approved and the project is considered complete. Where questions arise under this section, the effective lifespan of structural practices and projects shall be defined by current and acceptable design standards or criteria.

Financial assistance is limited to flat rate payments and percent-based payments. Flat rate financial assistance must be reasonable and justifiable, and supported by grant recipient policy (and sub-recipient policy, if applicable). Financial assistance for percent-based payments must not result in grantee financial assistance agreements paying greater than 100% of the cost of any activity. BWSR may review and/or advise the grantee regarding financial assistance rates.

4. 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 (found at <https://bwsr.state.mn.us/native-vegetation-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.

5. Allowable and Unallowable Costs

Allowable costs are those 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

6. 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.

7. Projects 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 landowner or authorized agent. 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.

Funds repaid to a grantee from a landowner or authorized agent who has failed to maintain a practice for its effective life must be reallocated to a local cost share program or project account consistent with Minnesota Statutes Chapter 114D.50, less the administrative cost of the grantee.

8. Providing Financial Assistance

All BWSR funds used by a recipient to provide financial assistance to a landowner or authorized agent 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.

9. 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.



Grant Work Plan

Projects and Practices 2027

Grant Title: Blaine Parks Targeted WQ improvements Phase 1

Grant ID: C27-0008

Grantee: Coon Creek WD

Fiscal Agent: Coon Creek WD

Grant Day-to-Day Contact: Justine Dauphinais

Grant Award (\$): \$500,000.00

Required Match (%): 10

Required Match (\$): \$50,000.00

Grant Execution Date:

Grant End Date: 12/31/2029

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$500,000.00	\$0.00	\$500,000.00
Match Funds	\$110,000.00	\$0.00	\$110,000.00
Other Funds	\$15,500.00	\$0.00	\$15,500.00
Total	\$625,500.00	\$0.00	\$625,500.00

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

Project Abstract

In partnership with City of Blaine, we propose to construct a new 0.5-0.9 ac storm pond within Happy Acres Park to treat urban stormwater draining from 56 acres of previously untreated residential land use. This will reduce TSS and TP loading to Sand Creek by at least 1.8 tons per year and 7.4 lbs per year, respectively. Sand Creek is impaired for both macroinvertebrates and fish due to excess sediment, phosphorus, and altered hydrology and habitat. This work builds upon related efforts over the past 20 years to install watershed treatment practices, restore in- and near-stream habitat, and to alleviate barriers to aquatic organism passage along Sand Creek. Considerable progress has been made reducing TP loading to Sand Creek, with just 16% (175 lbs) of the initial load reduction goal remaining to meet Clean Water Act standards after completion of active 2026 projects. Nine targeted projects within City of Blaine Parks, including the subject of this proposal, have been identified for phased implementation over the next 5-8 years to achieve the remaining nutrient reductions needed. The proposed project is a top-ranking project in the Ditch 60 subwatershed plan, a collaborative effort between CCWD, Blaine, Coon Rapids, and Anoka Co

Proposed Measurable Outcomes	Highway Department to identify and pursue the most impactful and cost-effective capital improvement projects to meet joint TMDL goals.
	This project will reduce total suspended sediment loading by 1.8-2.7 tons/yr and total phosphorus loading by 7.4-11.3 lbs/yr, making progress towards meeting TMDL Wasteload Allocations for Sand Creek and downstream Coon Creek.

Budget Details

<i>Activity Name</i>	<i>Category</i>	<i>Source Type</i>	<i>Source Description</i>	<i>Budgeted</i>	<i>Spent</i>	<i>Balance Remaining</i>	<i>Match Fund?</i>
Administration/Coordination	Administration/Coordination	Local Fund	in-kind CCWD staff time	\$12,000.00		\$12,000.00	N
Public Engagement	Education/Information	Local Fund	in-kind CCWD staff time	\$3,500.00		\$3,500.00	N
Technical/Engineering Assistance	Technical/Engineering Assistance	Local Fund	CCWD cash match	\$60,000.00		\$60,000.00	Y
Construction	Urban Stormwater Management Practices	Local Fund	CCWD/Blaine Cash Match	\$50,000.00		\$50,000.00	Y
Construction	Urban Stormwater Management Practices	Current State Grant	Blaine Parks Targeted WQ improvements Phase 1	\$500,000.00		\$500,000.00	N

Indicator Summary

<i>Indicator Category</i>	<i>Proposed Indicator</i>	<i>Total Value</i>	<i>Unit</i>	<i>Indicator Category</i>	<i>Final Indicator</i>	<i>Total Value</i>	<i>Unit</i>
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	16.6	Lbs/Yr	Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	14.8	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	1.8	Tons/Yr	Water Pollution (Reduction Estimates)	Sediment (Tss)	3.6	Tons/Yr

Grant Activities

Activity Name: Administration/Coordination

Activity Category: Administration/Coordination

Staff time?: Yes

Description: This activity includes project coordination meetings with partners, construction management support by CCWD, financial tracking, and all required grant reporting. This activity will be carried out by CCWD, in-kind (~\$12000).

Specifically, the CCWD Watershed Restoration & Protection Coordinator, David Petry, will be responsible for project management and construction oversight in conjunction with the Project Engineer (See Technical/Engineering Assistance Activity). Justine Dauphinais, CCWD Water Quality Coordinator, will be responsible for financial tracking and grant reporting with administrative oversight by CCWD Financial Management Coordinator. Prior to expending any grant funds, CCWD staff will execute a Joint Powers Agreement with the landowner (City of Blaine) that provides proper assurances for access, construction, and long-term operations & maintenance for the effective life of the practice, at least 25 years. This agreement will be submitted to BWSR for review and approval prior to execution (An example JPA from a past regional water quality improvement project in City of Blaine is attached for reference).

Milestones:

Annual Reporting in eLink by 2/1/2027

Project Kickoff meeting held by 8/31/2027

Annual Reporting in eLink by 2/1/2028

Landowner Agreement executed by 8/31/2028 (and before any grant funds are expended)

Annual Reporting in eLink by 2/1/2029

Final Reporting in eLink by 12/31/2029

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	in-kind CCWD staff time	\$12,000.00		\$12,000.00		N

Activity Name: Construction

Activity Category: Urban Stormwater Management Practices

Staff time?: No

Description: This activity includes construction site preparation and maintenance, mobilization of equipment, installation of BMP* meeting stated water quality outcomes (Load reductions of least 1.8 tons TSS and 7.4 lbs TP per year to Sand Cr), and site restoration. All work will be completed by a qualified contractor selected using a competitive bidding process with oversight from District Engineer and CCWD staff. The project will be located on public parkland owned by City of Blaine. CCWD and/or City of Blaine will contribute a combined minimum of \$50,000 in local cash match towards construction. Construction could occur as early as 2027, but more likely in 2028-29.

*The top-ranking BMP to be pursued is excavation of a >0.5 acre (~3 ac-ft) pond in the northern portion Happy Acres Park, treating runoff from a 56-ac catchment which currently discharges to Ditch 60 (a major tributary to Sand Cr) untreated. If this proposed pond is deemed infeasible due to regulatory or site constraints, alternative designs or locations that result in equal or greater pollutant reductions to Sand Creek will be pursued including stormwater filtration in the southwestern portion of Happy Acres Park or nearby Hidden Pond Park or ponding within Little League Park (see attached Application image file).

Milestones:

Construction contractor awarded by 9/30/2028

Final completion by 9/30/2029

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	CCWD/Blaine Cash Match	\$50,000.00		\$50,000.00		Y
Current State Grant	Blaine Parks Targeted WQ improvements Phase 1	\$500,000.00		\$500,000.00		N

Final Indicators

<u>Indicator</u>	<u>Total Value</u>	<u>Unit</u>
Phosphorus (Est. Reduction)	14.8	Lbs/Yr
Sediment (Tss)	3.6	Tons/Yr

Activity Action Name: Stormwater Treatment Practice Type: 155M - Storm Water Retention Basins TA Provider/JAA: Private Consultant Practice Description: Adding at least 3 ac-ft of additional wet pond storage capacity within Happy Acres Park via construction of new pond or existing pond expansion to increase pollutant settling and capture from untreated urban catchments				Activity Count: 0 Size/Units: Lifespan: 25 Years Install Date: Mapped: No
Indicator Name	Units	Value	Calculation Tool	Waterbody
Sediment (Tss)	Tons/Yr	1.8	P8 Urban Catchment Model	Coon Creek
Phosphorus (Est. Reduction)	Lbs/Yr	7.4	P8 Urban Catchment Model	Coon Creek
Sediment (Tss)	Tons/Yr	1.8	P8 Urban Catchment Model	Sand Creek
Phosphorus (Est. Reduction)	Lbs/Yr	7.4	P8 Urban Catchment Model	Sand Creek

Activity Name: Public Engagement

Activity Category: Education/Information

Staff time?: Yes

Description: Efforts will be made to engage the public throughout the entire project. Local stakeholders will be invited to participate in a public in-person or virtual open house to discuss local water quality impairments, the proposed BMP, and to gather feedback. Project updates will be published on a dedicated project CCWD webpage and through City of Blaine communication channels and/or on-site signage. Additionally, CCWD staff will host an interactive tour of the project to interested stakeholders. This activity will be carried out by CCWD staff, in-kind (~\$3500).

Milestones:

Project webpage launched by 8/31/27

Project open house held by 6/30/2028

Newsletter article, mailers, or on-site signage posted by 9/30/28

Project Tour event held by 11/1/2029

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	in-kind CCWD staff time	\$3,500.00		\$3,500.00		N

Activity Name: Technical/Engineering Assistance

Activity Category: Technical/Engineering Assistance

Staff time?: No

Description: The District Engineer, currently Stantec, will provide technical and engineering assistance throughout the Project under the direction of CCWD staff. The District Engineer will develop and complete final design plans and specifications, secure necessary permits, implement the bidding process, and provide construction oversight (supervision and inspections) and final sign off on project completion by a licensed engineer. The District Engineer will adhere to recognized design standards for all constructed practices (MN Stormwater Manual). This activity will be funded by CCWD as cash match (~\$60,000 based on 10% of construction estimate for conceptual design).

Milestones:

Final Design and bid packet completed by 7/31/28

Engineer's sign off on final completion by 9/30/29

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	CCWD cash match	\$60,000.00		\$60,000.00		Y