



Project ID: _____

Natural Resource Improvement Grant Agreement for Project Installation, Operation and Maintenance

Project Owner and Location:

Name	Address	Phone	Email
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Project Location:

Address	Watershed
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THIS AGREEMENT is made and entered into by and between _____ (“Owner”) and the Anoka Conservation District, a Minnesota Special Purpose Unit of Government with powers set forth in Minnesota Statutes 103C (“ACD”).

WHEREAS, Owner owns property located at _____, _____, MN 55____, which is legally described in the attached Exhibit A (Property and Project Location); and

WHEREAS, Owner and ACD have a mutual interest in natural resources improvement, specifically including [*natural resource benefits*]_____; and

WHEREAS, the Owner has been approved a grant from ACD described in Exhibit B (Approved Natural Resource Improvement Grant Application);

WHEREAS, in cooperation with the ACD, OWNER intends to [*describe project*]_____ (“Project”) described in Exhibit C (Design).

WHEREAS, Owner desires to maintain and manage the Project as described in this agreement to ensure Project success for a minimum of _____years,

BE IT RESOLVED THAT, in consideration of mutual promises set forth herein and other good and valuable consideration, Owner and ACD agree as follows:

1. Responsibilities

1.1. Responsibilities of the parties are summarized in Exhibit B (Approved Natural Resource Improvement Grant Application).

2. Project Effective Life

2.1. The Project Effective Life is the period during which the Project is expected to function and achieve natural resource goals and during with the owner is expected to perform Project operations and maintenance. The Effective Life for this Project is ____ years after the Installation Date.

3. Installation Date

3.1. Project will be installed by _____(date) unless this contract is amended by mutual consent to reschedule the work and funding.

3.2. Installation date, for the purpose of determining the start date of the Project Effective Life, will be evidenced by a certification of installation.

4. Term

4.1. This agreement shall commence when executed by both parties.

4.2. This Agreement shall remain in effect during the Project Effective Life.

5. Grant Payments

5.1. ACD will issue a grant for eligible Project expenses as described in **Exhibit B – Approved Natural Resource Improvement Grant application**. The grant type is:

5.1.1. **Up-front grant:** Grant funds will be provided to the Owner in advance of work occurring. The owner must use these funds for eligible Project expenses installed in accordance with the Design.

5.1.2. **Reimbursement grant:** ACD will reimburse the owner for eligible expenses up to the grant maximum. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the ACD staff as eligible, practical, and reasonable. Projects must be installed in accordance with the approved Design to be eligible for reimbursement.

5.1.3. **Direct payment:** ACD will directly pay invoices for eligible Project expenses to contractors or vendors.

6. Project Performance

6.1. If the Project is installed per the Design and specifications and fails to perform as intended under normal operational and environmental conditions, ACD will provide Design modification guidance and seek funding to assist with the installation of the Project modification. Owner(s) agrees to cooperate with ACD throughout this process.

6.2. In no case shall the ACD provide financial assistance for the reapplication of a practice that was removed by the owner during its effective life without consent of the ACD, for a practice that was not installed per the Design, or that failed due to improper operations and maintenance.

7. Ownership and Maintenance

7.1. Owner, and their respective successors and assigns shall have the full and sole responsibility for the operation, maintenance and repair of the Project. Should the Project fail to function over its Effective Life due to Owner's failure to comply with this agreement, the Owner shall pay to ACD, the lesser of 100% of the cost to install a project of equivalent water quality benefit elsewhere as determined by the ACD, or up to 150% of the total amount of financial assistance provided.

7.2. If Owner fails to maintain the Project according to Exhibit D - Operation and Maintenance Plan after 30 days' written notice to Owner from ACD, ACD or its contractor may complete the maintenance and the Owner shall reimburse ACD for full cost of the work. ACD will notify the Owner by certified mail of the intent to complete maintenance.

7.3. In the event that the Project integrity is compromised due to reasons beyond Owner's control, Owner will immediately notify ACD.

7.4. Owner(s) is not liable for financial assistance received if the failure was caused by reasons beyond the Owner's control, or if alternative conservation practices are applied at Owner's expense that provide equivalent protection of soil and water resources as determined by ACD.

8. Prevailing Wages

8.1. Prevailing wages DO NOT apply to this project because:

8.1.1. The Project does not use state funds.

8.1.2. The total estimated cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it.

8.1.3. The total estimated cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

8.2. Prevailing wages DO apply to this project. Contracts for state projects or using state funds, including cost share projects, are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry (Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120). Specifically, all contractors and subcontractors

must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalty.

8.3. The party that hires the contractor (Contracting Authority) for the Project is:

- the ACD
- the Owner

8.4. The Contracting Authority is responsible for ensuring the provisions of the prevailing wage law are met. These duties include:

8.4.1. Ensure the contract between the Contracting Authority and contractor(s) performing construction work specifically states prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay. The Contracting Authority shall incorporate into its proposals and all contracts the applicable age determinations for the contract along with the contract language provided by the commissioner of labor and industry to notify the contractor and all subcontractors of the applicability of MN Statute sections 177.41 to 177.44. The contract must also provide that the Contracting Agency shall demand, and the contractor or subcontractor shall furnish copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all the data required by MN Statute section 177.30. For complete rules and requirements see MN Statutes 177.41 to 177.44 and corresponding MN Rules 5200.1000 to 5200.1120.

8.4.2. Ensure the ACD receives copies of the assurances, such as payroll records, received from the contractor to prove that the prevailing wage law is met. ACD will not issue future grant payments, and may require return of grant funds already paid, if these documents are not provided or if there is a violation of the prevailing wage law by the contractor.

1. Assurances and Liability

- 1.1. Owner attests that they are the owner of record for the Property and that Owner has the authority to enter into this agreement and that all other entities with real interest in the Property have provided a written project concurrence to move forward with the Project.
- 1.2. Owner shall ensure their construction contractor, if any, is licensed in the state of MN, holds general liability insurance of no less than one million dollars per occurrence, and is bonded in an amount equal to anticipated construction costs.
- 1.3. Owner(s) agrees to indemnify, defend, and hold harmless the ACD from all present and future claims that may arise from the installation, operations and maintenance of the Project located on the Property.

2. Site Access and Signage

- 2.1. ACD or its partners are granted access to the Property and may bring others to the Property, at reasonable times and with prior notice to Owner, to view the Project. This paragraph does not create any right of public entry onto Owner's property except as coordinated with Owner and accompanied by a representative of ACD or its partners.
- 2.2. Owner agrees to allow ACD to place and maintain interpretive or accreditation signage at the Project site.

3. Publicity and Education

- 3.1. Owner(s) acknowledges and agrees that ACD may distribute project information such as, but not limited to project cost, location, design specifications, benefits, photos, and landowner name for promotional and educational purposes.

4. Property

- 11.1. This agreement touches and concerns the Property and shall be binding upon the heirs and assigns of the Owner as provided for herein. ACD shall record a Deed Restriction on the

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property for the life of the project to compel current and future owners to fulfill Operations, Maintenance, and Repair responsibilities throughout the life of the project.

11.2. If title to this land is transferred to another party before expiration of the Project Effective Life, it shall be the responsibility of the Owner(s) to inform ACD of the transfer and facilitate communication between ACD and the new owner with the goal of perpetuating Project operations and maintenance.

5. Audit Disclosure and Retention of Record

5.1. Owner agrees to make available to representatives of ACD and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Owner that are pertinent to the provision of services hereunder. The Owner further agrees to maintain all such required records for the greater of six (6) years after Project Installation date, or the life of the project.

6. Dispute Resolution

6.1. All claims, disputes, and controversies arising out of, or in relation to, the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.

7. Entire Agreement

7.1. This agreement includes exhibits A-D by reference, which are incorporated by reference as they become available.

7.1.1. Exhibit A – Property and Project Location

7.1.2. Exhibit B – Approved Natural Resources Improvement Grant Application

7.1.3. Exhibit C – Design

7.1.4. Exhibit D – Operation and Maintenance Plan

7.2. Any modification or cancellation of this agreement shall be in writing and signed by both parties.

7.3. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following addresses:

OWNER:

Name: _____

Address1: _____

Address2: _____

ACD:

Anoka Conservation District

1318 McKay Drive NE, Suite 300

Ham Lake, MN 55304



Project ID: _____

[USE THIS TEXT IF BEING NOTORIZED]

IN WITNESS WHEREOF, this Agreement is executed.

Dated: _____

OWNER _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

[Notary signature and stamp]

Dated: _____

ANOKA CONSERVATION DISTRICT

By _____

Its _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

[Notary signature and stamp]

[USE THIS TEXT IF NOT BEING NOTORIZED]

OWNER(S)

ANOKA CONSERVATION DISTRICT

_____ Signature

_____ Signature

_____ Title

_____ Title

_____ Date

_____ Date

Project ID: _____



Exhibit A – Property and Project Location

[Insert map of property, including arrow or circle to indicate project location]

Project ID: _____



Exhibit B – Approved Natural Resource Improvement Grant Application

[Insert the 3-page grant application, including completed staff sections.]

Project ID: _____



Exhibit C - Design

Exhibit D – Operation & Maintenance Plan

Operations and Maintenance Guidelines for Lakeshore Restorations

This document describes important tasks that should occur on a regular basis to ensure the success of a lakeshore restoration. Neglected maintenance leads to more severe problems that are more difficult to correct.

Task	Frequency			Equipment Needed
	Year 1	Year 2	Year 3+	
<u>Watering Plants</u> Ensure 1" of water per week, either through rainfall or irrigation.	Weekly	During drought stress		Water supply; hose and sprinkler, or soaker hose
<u>Weeding</u> All vegetation that was not planted as part of the project should be removed.	Every 2-3 weeks	Monthly	2-4 times per year as needed.	
<u>Inspect Erosion Control</u> Biologs and erosion control blankets should be inspected and if necessary re-positioned as designed.	Every 2-3 weeks	Early spring and late fall	As needed.	Shovel, stakes, sledge
<u>Replace Vegetation</u> Replant similar species in the event that original vegetation expires.	If needed.			Trowel, plants
<u>Refresh Mulch</u> Maintain 2, and not more than 3", of mulch covering over planted areas, with priority on areas without dense plant cover.	Approximately every 3 rd year.			Rake, mulch

If you have any other questions or concerns, contact the Anoka Conservation District at 763-434-2030

Operations and Maintenance Guidelines for Rain Gardens

Curb cut rain gardens are a cost effective stormwater practice capable of providing infiltration and capturing pollutants. This document describes important tasks that should occur on a regular basis to ensure the success of the rain garden. Neglected maintenance leads to more severe problems that are more difficult to correct.

Task	Frequency			Equipment Needed
	Year 1	Year 2	Year 3+	
<u>Watering</u> Ensure 1" of water per week, either through rainfall or irrigation.	Weekly	During drought stress		Water supply; hose and sprinkler, or soaker hose
<u>Weeding</u> All vegetation that was not planted as part of the project should be removed.	Every 2-3 weeks	Monthly	2-4 times per year as needed.	
<u>Empty Rain Guardian Pre-treatment Chamber</u> Remove all litter, debris, and accumulated sediment from the curb cut inlet and Rain Guardian pretreatment chamber. Detailed instruction sheet attached.	Every 1-4 rainfalls, depending upon site conditions.			Flat shovel, trash receptacle
<u>Replace Vegetation</u> Replant similar species in the event that original vegetation expires.	If needed.			Trowel, plants
<u>Refresh Mulch</u> Maintain 2, and not more than 3", of mulch covering over planted areas, with priority on areas without dense plant cover.	Approximately every 3 rd year.			Rake, mulch
<u>Autumn Leaf Removal</u> At the end of autumn, remove leaves that accumulated in the rain garden.	Each autumn.			Leaf blower (preferred) or rake

If you have any other questions or concerns, contact the Anoka Conservation District at 763-434-2030

Operations and Maintenance Guidelines for Pollinator Habitat Plantings

This document describes important tasks that should occur on a regular basis to ensure the success of a pollinator habitat planting. Maintenance needs vary depending on the size (pollinator garden versus prairie) and plant material (plant plugs, shrubs, trees, seed) used in the pollinator habitat planting. Neglected maintenance leads to more severe problems that are more difficult to correct.

Task	Frequency			Equipment Needed
	Year 1	Year 2	Year 3+	
<u>Watering Plants</u> Applies to plant plugs, shrubs and trees. Ensure 1” of water per week, either through rainfall or irrigation.	Weekly	During drought stress		Water supply; hose and sprinkler, or soaker hose
<u>Weeding</u> Smaller plantings: All vegetation that was not planted as part of the project should be hand pulled. Larger projects: Prevent weeds from going to seed by mowing or spot herbicide treatment.	Monthly	Monthly	2-4 times per year as needed.	
<u>Replace Vegetation</u> Replant similar species in the event that original vegetation expires.	If needed.			Trowel, plants, seed

If you have any other questions or concerns, contact the Anoka Conservation District at 763-434-2030

Operations and Maintenance Guidelines for Controlling Invasive Species

This document describes important tasks that should occur on a regular basis to ensure the success of controlling invasive species. Neglected maintenance leads to more severe problems that are more difficult to correct.

See Anoka Cooperative Weed Management Area [website](#) or the Minnesota Department of Agriculture [website](#) for list of invasive species.

Task	Frequency			Equipment Needed
	Year 1	Year 2	Year 3+	
<u>Survey for Invasive species</u> Check for presence of invasive species, including resprouts on invasive trees and shrubs.	2-4 times per year.	2-4 times per year.	2-4 times per year.	
<u>Follow up Treatment</u> Spot mow or spot herbicide treat invasive species to prevent spread including weeds going to seed.	If needed.			Chainsaw, brush saw, mower, spray, and/or herbicide.
<u>Replace Vegetation</u> If area is not revegetated by surrounding native plants, plant or seed ecologically appropriate native plants or seed.	If needed.			Plants or seed

If you have any other questions or concerns, contact the Anoka Conservation District at 763-434-2030