



Le Sueur County, MN

Tuesday, October 24, 2017

Board Meeting

Item 2

9:05 a.m. Kathy Brockway, Zoning Administrator (5 minutes)

Request for Action-CUPs-- BWSR Grant Agreement

Staff Contact: Kathy Brockway - Environmental and P & Z Director

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
October 12, 2017

MEMBERS PRESENT: Don Reak, Jeanne Doheny, Don Rynda, Shirley Katzenmeyer, Doug Krenik, Commissioner Wetzel

MEMBERS ABSENT: Al Gehrke, Pam Tietz

OTHERS PRESENT: Michelle Mettler, Joshua Mankowski, Commissioner Gliszinski

The meeting was called to order at 7:00 by Chairperson Jeanne Doheny

ITEM #1: LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, (APPLICANT); PATRICK TRAXLER, LE CENTER, MN, AND STEVEN RUTT, LE CENTER, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 3,064 cubic yards of material for a wetland enhancement project in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Volney. Property is located at Lot 16 and Outlot A, Block 2, Lake Volney Estates, and part of Government Lot 1, Section 1, Cordova Township.

Michelle Mettler presented power point presentation. Joshua Mankowski, on behalf of SWCD, and Ryan Jones, engineer, were present for application. Lake Volney Grant project. Highly degraded wetland restore hydrology.

TOWNSHIP: Cordova Township notified through the application process. **DNR:** No response
LETTERS: None.

PUBLIC COMMENT: None

Discussion was held regarding: Not part of the development. Constructed outlet with rip rap. Mostly on Traxler property, a little onto Rutt property. Existing culvert under road. Completion in fall or spring. Grant is done next year. Outflows to an existing ditch. Surface area drainage of approximately 237 acres. Will help with low flow. SWCD has 10-year contract with landowner. O & M plan, rodents, tree roots, sediment, etc. Grass waterway drains into. Water quality of lake Volney. Lake Volney TMDL, samples taken will look at sources, external loading vs. internal what is already there. Will help filter what goes into the lake. Wetlands absorb nutrients. Heavy rain falls will flow right through. Keep shallow because of size, keep natural looking. Storm water ponds tend to be deeper.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities or are being provided.*
4. *Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance?*

7. *The Conditional Use Permit consistent with the Comprehensive Land Use Plan?*

Motion was made by Doug Krenk to approve the application as written. Seconded by Don Reak. Motion approved. Motion carried.

ITEM #2: MIKE WEINANDT, NEW PRAGUE, MN, (APPLICANT); WILDLIFE HAVEN LLC, NEW PRAGUE, MN, (OWNER): Request that the County grant a rezone of 33.08 acres from an Agriculture "A" District to an Urban/Rural Residential "R1" District. Property is located in Sections 1 and 12, Lanesburgh Township.

Michelle Mettler presented power point presentation.

Michael Weinandt was present for application. Rezone marginal farmland and corner. County Road 29 dissected property. Best use to put houses on. Small part in corner best purpose to rezone and put houses. New Prague school district wants more money, will increase taxes for county and township, will generate tax revenue.

TOWNSHIP: Lanesburgh Township notified through the application process. CITY OF NEW PRAGUE: Notified through the application process. Email from Ken Ondich, City of New Prague Planner, see file. DNR: N/A LETTERS: Email from Joe and Sue Wondra- see file.

PUBLIC COMMENT:

Dave Halvorson-Right next to Mike's property. Who is going to engineer? Who is building houses? Opposed to rezone. Has a mess, needs to clean up and annex to the City of New Prague.

David Tupy-Across the road in section 12. Some of the property is CRP. If marginal enough for CRP may not be efficient for residential. If rezone, rule following may be stretched without permission. Too far out for rural subdivision. Was farmed for many years. Doesn't think the demand is there.

Jenny Witt- Has property that doesn't have a house on it. Has been out there since about 98. Wetland used to be farmed. Ditch is full of tree stumps, drainage problem, adjacent to CRP. Used to be profitable farmland. Enough room on lots to meet setbacks from well and septic? Rezone area used to be farmland, now its semi-trailers and tires.

Nancy Witt-Witt Construction had a new development in New Prague. Phase 2 of that haven't sold a city lot in the new development this year. There are about 150 lots in New Prague for sale. Live south of 29, liked the low-density area. Opposed to adding additional dwellings and how Mike handles property. Like low-density.

Denis Rohloff-Lives in the area. Against rezone. Land value will go down because of land Mike is involved with. Covenants only work if enforced.

Rory Jensen-If rezone is approved, goes before the City of New Prague, is a public hearing, there are covenants, probably will split outlot in half.

Discussion was held regarding: Applicant met with Ken from City of New Prague helped with plat for Wildlife Haven, designed lots to meet 9000 sq ft lot size in future. Clarification, Wildlife Haven is not a residential subdivision. Area is zoned agriculture, City of New Prague requires platting in the 2-mile jurisdiction for splits. Property referred to in Joe Wondra email was a bank repo, brought house in, water is a problem, working on improving. Urban/Rural Residential is to the West of the rezone request. Triangle piece does not have a house on it, house is to the east in Rice County. 10 acre lot in concept plan, might replat later. New Prague lot size 9,000 sq ft. If county rezones, plat through the city but must meet County Zoning requirements for lots size etc. Part of property is in CRP. If platted can have CRP. Similar density, nice subdivision vs. low income. Call and get on County Board agenda with complaints. Contact Environmental Services with complaints. Existing rural residential was done before the comp plan was done. City of New Prague wanted farm ground around city. Need to follow comp plan. Don't want to create islands of residential, area would be contiguous to R1, wouldn't be an island. Need to respect City of New Prague 2035 growth. Realtor stated 150 lots in New Prague already there, still development available in New Prague. Proximity to City of New Prague, protect city for future development, 2-mile

jurisdiction. Existing Rural residential was done before the Comp Plan, old subdivision new Comp Plan city requests not to rezone outside growth area within 2-mile jurisdiction.

Findings by majority roll call vote:

1. The proposal **does not** reflect and **is not** consistent with the goals and policies of the Le Sueur County Land Use Plan.
2. The proposal **is not** compatible with the overall character of existing development in the immediate vicinity of the affected property. Consideration shall be made if there are similar land uses nearby or if the proposed use would be isolated.
3. The proposal **will have** an adverse effect on the value of adjacent properties.
4. The proposal **will not** be injurious to the use and enjoyment of other property in the immediate vicinity for the uses already permitted.
5. The proposal **will** impede the normal and orderly development of surrounding vacant property for predominant uses in the area.
6. The density of the proposal **is** greater than the density of the surrounding neighborhood or density indicated by the applicable Zoning District.
7. **Not applicable**-Adequate utilities, access roads, drainage, and other necessary infrastructure are being provided.
8. Soil conditions **are not** adequate to accommodate the proposal.
9. The proposal **will not** create a potential pollution hazard.
10. The proposal **will not** degrade the water quality of the County.
11. The proposal **will** have a negative impact upon natural resource areas such as bluffs, wetlands, water bodies, agricultural land, woodlands, and aggregate resource deposits.
12. The proposal **will not** negatively affect the protection of the public health, safety, and general welfare.

Motion was made by Don Reak to deny the application. Reason for denial: Rezone goes against the City of New Prague Comp Plan, 2-mile jurisdiction. Seconded by Shirley Krenik. Motion approved 4:1. Motion carried.

Motion was made by Shirley Katzenmeyer to approve the minutes from the September 14, 2017 meeting. Seconded by Don Reak. Motion approved. Motion carried.

Motion to adjourn meeting by Don Rynda. Seconded by Doug Krenik. Motion approved. Motion carried.

Meeting Adjourned.

Respectfully submitted,

Michelle R. Mettler

*Tape of meeting is on file in the
Le Sueur County Environmental Services Office*

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
October 24, 2017

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following items:

ITEM #1: LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, (APPLICANT); PATRICK TRAXLER, LE CENTER, MN, AND STEVEN RUTT, LE CENTER, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 3,064 cubic yards of material for a wetland enhancement project in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Volney. Property is located at Lot 16 and Outlot A, Block 2, Lake Volney Estates, and part of Government Lot 1, Section 1, Cordova Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application as written.

ITEM #2: MIKE WEINANDT, NEW PRAGUE, MN, (APPLICANT); WILDLIFE HAVEN LLC, NEW PRAGUE, MN, (OWNER): Request that the County grant a rezone of 33.08 acres from an Agriculture "A" District to an Urban/Rural Residential "R1" District. Property is located in Sections 1 and 12, Lanesburgh Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends denial of the application.

ACTION: ITEM #1: _____

ITEM #2: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, (APPLICANT); PATRICK TRAXLER, LE CENTER, MN, AND STEVEN RUTT, LE CENTER, MN, (OWNER): has applied for a Conditional Use Permit to allow grading, excavating, and filling of approximately 3,064 cubic yards of material for a wetland enhancement project in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Volney. Property is located at Lot 16 and Outlot A, Block 2, Lake Volney Estates, and part of Government Lot 1, Section 1, Cordova Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on October 12, 2017, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities are being provided.*
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

WHEREAS, On October 24, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the Conditional Use Permit application as requested by **LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, (APPLICANT); PATRICK TRAXLER, LE CENTER, MN, AND STEVEN RUTT, LE CENTER, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the October 24, 2017, Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been provided.*
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow grading, excavating, and filling of approximately 3,064 cubic yards of material for a wetland enhancement project in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Volney. Property is located at Lot 16 and Outlot A, Block 2, Lake Volney Estates, and part of Government Lot 1, Section 1, Cordova Township, is **APPROVED/DENIED**.

ATTEST:

Steve Rohlffing, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, MIKE WEINANDT, NEW PRAGUE, MN, (APPLICANT); WILDLIFE HAVEN LLC, NEW PRAGUE, MN, (OWNER): has applied to rezone 33.08 acres from an Agriculture “A” District to an Urban/Rural Residential “R1” District. Property is located in Sections 1 and 12, Lanesburgh Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing October 12, 2017 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends denial of the application due to the following findings:

1. The proposal **does not** reflect and **is not** consistent with the goals and policies of the Le Sueur County Land Use Plan.
2. The proposal **is not** compatible with the overall character of existing development in the immediate vicinity of the affected property. Consideration shall be made if there are similar land uses nearby or if the proposed use would be isolated.
3. The proposal **will have** an adverse effect on the value of adjacent properties.
4. The proposal **will not** be injurious to the use and enjoyment of other property in the immediate vicinity for the uses already permitted.
5. The proposal **will** impede the normal and orderly development of surrounding vacant property for predominant uses in the area.
6. The density of the proposal **is** greater than the density of the surrounding neighborhood or density indicated by the applicable Zoning District.
7. **Not applicable-**Adequate utilities, access roads, drainage, and other necessary infrastructure are being provided.
8. Soil conditions **are not** adequate to accommodate the proposal.
9. The proposal **will not** create a potential pollution hazard.
10. The proposal **will not** degrade the water quality of the County.
11. The proposal **will** have a negative impact upon natural resource areas such as bluffs, wetlands, water bodies, agricultural land, woodlands, and aggregate resource deposits.
12. The proposal **will not** negatively affect the protection of the public health, safety, and general welfare.

WHEREAS, On October 24, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **denied/approved** the Rezone application as requested by **MIKE WEINANDT, NEW PRAGUE, MN, (APPLICANT); WILDLIFE HAVEN LLC, NEW PRAGUE, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the October 24, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. The proposal **does not** reflect and **is not** consistent with the goals and policies of the Le Sueur County Land Use Plan.
2. The proposal **is not** compatible with the overall character of existing development in the immediate vicinity of the affected property. Consideration shall be made if there are similar land uses nearby or if the proposed use would be isolated.
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11. The proposal **will** have a negative impact upon natural resource areas such as bluffs, wetlands, water bodies, agricultural land, woodlands, and aggregate resource deposits.
12. The proposal **will not** negatively affect the protection of the public health, safety, and general welfare.

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, the rezoning of 33.08 acres from an Agriculture “A” District to an Urban/Rural

Residential "R1" District. Property is located in Sections 1 and 12, Lanesburgh Township, is
APPROVED/DENIED.

ATTEST:

Steve Rohlfing, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

**FY 2018 & 2019 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

Vendor:	0000197299	VN#:		
PO#:	3000008573	Date Paid:		

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Le Sueur County, 88 S Park Ave LeCenter Minnesota 56057.**

<i>This grant is for the following Grant Programs :</i>		
P19-1567	2019 - Shoreland-NRBG (Le Sueur County)	\$4,918
P18-3414	2018 - Septic Treatment Systems - NRBG (Le Sueur County)	\$18,600
P18-6324	2018 - Septic Treatment Systems Incentive - NRBG (Le Sueur County)	\$9,000
P18-5017	2018 - Local Water Management - NRBG (Le Sueur County)	\$13,501
P19-6898	2019 - Local Water Management - NRBG (Le Sueur County)	\$13,501
P18-4044	2018 - Wetland Conservation Act - NRBG (Le Sueur County)	\$16,447
P19-6573	2019 - Wetland Conservation Act - NRBG (Le Sueur County)	\$16,447
P18-8530	2018 - Shoreland-NRBG (Le Sueur County)	\$4,918

Total Grant Awarded: \$97,332

Recitals

1. This Grant Agreement is for the FY 2018 and 2019 LWM, WCA, DNR Shoreland, and FY 2018 MPCA SSTS Program Grants.
2. The Laws of Minnesota 2017, 1st Special Session, in S.F. 844 2nd Engrossment, Article 1, Section 4, appropriated FY 2018 and 2019 Natural Resources Block Grant (NRBG) LWM, WCA, and DNR Shoreland funds to BWSR.
3. The MPCA transferred to BWSR funds for their 2018 SSTS Grant Programs to be allocated with this Agreement.
4. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, subd. 5 authorize the Board to award grants.
5. The Board has adopted the Fiscal Years 2018 and 2019 Natural Resources Block Grant Authorization Resolution #17-50 to authorize and allocate these grants.
6. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
7. The Grantee has agreed to appropriate and expend the required local match.
8. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
9. As a condition of the grant, the Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Wayne Zellmer, BWSR Grants Coordinator, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-7361, 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 Joshua Mankowski, LSC Resource Specialist
ADDRESS 88 South Park Ave
CITY Le Center MN 56057
TELEPHONE NUMBER (507)357-8538

If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date:** The date the State obtains all required signatures under Minnesota Statute 16B.98, Subd.5. **The State 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, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 15. Intellectual Property Rights.

2. Grantee's Duties

- 2.1. The Grantee is responsible for the specific duties for the NRBG, as follows:
- 2.2. **Match:** The Grantee's participation in the NRBG is conditioned upon Grantee expenditures to match the NRBG as required by the Board.
- 2.3. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.3.1. 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.
 - 2.3.2. The Grantee will submit a final progress report to the Board by February 1, 2021. Information provided must conform to the requirements and formats set by the Board.
 - 2.3.3. A late or incomplete annual progress or final report will result in the withholding of any future NRBG allocations.
- 2.4. **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
- 2.5. **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantee's participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

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. All FY 2018 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2019 Grant fund will be distributed in September of 2018. FY 2019 grant funds may not be spent before they are received.
- 4.2. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3. The Board must consult with the state agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5. This grant is an 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

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.
- 5.2. The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation

(Policy 08-13), requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

- 5.3. All Grantees must follow the Grants Administration manual policy, procedure, and guidance. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, withhold payment on this and grants from other programs, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.
- 5.4. For the LWM, WCA, and DNR Shoreland Programs, Grantees have the flexibility of determining the amount of grant *and* required match to expend on each of these three Programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

6. Assignment, Amendments, and Waiver

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office.
- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

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

8. State Audits

- 8.1. Under Minnesota Statutes 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 State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
- 8.2. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to the NRBG, and match and grant expenditures, 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 and match funds.
- 8.3. The Grantee or designated local unit of government implementing this Grant Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

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

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

11. **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 contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- 12. Termination.** The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13. Data Disclosure.** Under Minnesota Statute 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.
- 14. Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minnesota Statute 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.
- 15. 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. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. 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 States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby for FY 2018 and FY 2019 Natural Resources Block Grants.

Approved:
Le Sueur County

BY: _____
(print)

(signature)
TITLE: _____
DATED: _____

Board of Water and Soil Resources

BY: _____

TITLE: _____
DATED: _____