

SCOTT WATERSHED MANAGEMENT ORGANIZATION

CONSERVATION FINANCIAL ASSISTANCE APPLICATION AND CONTRACT

GENERAL INFORMATION

Financial Assistance Provider SCOTT WMO	Contract No. 21-052-SWMO	Other cost share sources? Yes ☐ No ☒	Project ID: SR-21-109	Board approval date(s) of Amendments, if any	Board approval date of cancellation, if applicable
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*If contract amended, attach amendment form(s) to this contract.

APPLICANT

Name Shakopee, City of	Address 485 Gorman St.	City/State/ZIP Shakopee, MN 55379
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PROJECT LOCATION

City/Township City of Shakopee	Parcel ID 274940010
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CONSERVATION PRACTICE & COST ESTIMATE

Practice Name Stormwater Runoff Control	Quantity 4.00	Units Each	Practice Code 570
Eligible component(s) Click here to enter text.	Practice type Engineering		Total Estimated Cost \$37,900.00

PROJECT FUNDING SOURCES

Type	LMRWCD	SWCD	Federal	Applicant
Percent Based	\$16,000.00		\$0.00	\$21,900.00
Flat Rate	\$0.00		\$0.00	-
Total	\$16,000.00		\$0.00	\$21,900.00

MAXIMUM AUTHORIZED AMOUNTS

Percent based financial assistance shall not exceed **\$16,000.00** or **100%** % of total eligible costs, **whichever is less.**

Flat rate financial assistance shall not exceed: **\$0.00.**

Note: Flat rate payments totaling \$600 or more may be considered taxable income and will be reported to the IRS.

TERMS AND CONDITIONS

I (we), the undersigned, do hereby request financial assistance to help defray the cost of installing the conservation project listed above. I/we understand and agree that:

- 1 This application will be considered by the Approving Authority, which will be either the local Soil and Water Conservation District Board of Supervisors (SWCD) or the Scott Watershed Management Organization (WMO). The Approving Authority may approve it for the full amount requested, approve it for an amount less than requested, or deny it based on consideration of the public interest, including but not limited to cost effectiveness.
- 2 The project Total Estimated Cost and Maximum Authorized Amounts indicated above are estimates based on best available information and professional experience. Amounts are subject to change based on actual project installation costs.
- 3 Upon approval this application shall constitute a legal binding contract, the term of which shall be the date it is signed by all parties through the effective life of the project, unless cancelled or amended by mutual agreement. The effective life of this project is **10 year(s)**, which shall commence the date first payment is issued following certification of project installation by the SWCD's Technical Representative.
- 4 Notwithstanding p. 3 above, if the project has not been installed by **12/31/2021**, this contract shall terminate automatically on this date unless amended by mutual agreement using a form provided by the SWCD.
- 5 The Applicant is responsible for full establishment, operation, and maintenance of all practices and any specified upland treatment requirements to ensure the conservation objectives of the project are met and the effective life of the practice is achieved. All operation and maintenance and upland treatment requirements will be outlined in an Operation and Maintenance (O&M) Plan prepared by the SWCD.
- 6 Adherence to a Conservation Plan may be required in addition to the O&M Plan. A Conservation Plan is prepared by the SWCD for the Applicant and lists other conservation measures that must be implemented on the property as a condition of receiving financial assistance. If required, the Applicant shall be responsible for complying with the provisions of the Conservation Plan through the contract term. Upland treatment requirements may be specified in the Conservation Plan in

lieu of the O&M Plan.

- 7 The O&M Plan and Conservation Plan, upon being signed by the Applicant, are incorporated herein by reference. Should the Applicant fail to comply with the provisions of the O&M Plan or Conservation Plan through the effective life, they shall be liable to the SWCD for **150%** of the amount received under this contract. The Applicant shall not, however, be liable for repayment if failure of the project was caused by reasons beyond their control, or if alternative conservation measures providing an equivalent level of soil and water protection during the effective life are applied at their own expense.
- 8 If title of the property is transferred to another party before the term of this contract expires, the Landowner shall advise the new owner that this contract is in force and provide them with copies of the O&M Plan and Conservation Plan, as applicable. The Landowner shall also notify the SWCD in writing of any transfer of title or tenancy.
- 9 If title of the property is transferred to another party prior to issuance of full payment, the Applicant will forfeit any outstanding payment(s). Outstanding payment(s) may be made to the new landowner(s) subject to their signing and the Board approving a new contract that extends through the remainder of the term. If a new contract cannot be secured, or transfer is not permitted due to funding source policy restrictions, then any remaining funds shall be forfeited.
- 10 Notwithstanding the above, transfer of property or change in tenancy shall not release the Applicant from liability for repayment due to failure of the Applicant or new property owner or tenant to adhere to the O&M Plan or Conservation Plan.
- 11 The practice and any related components must be planned and installed in accordance with the plans and specifications prepared and/or approved by the WMO or its Technical Representative.
- 12 Payments are made on a reimbursement basis after the practice is certified complete by Technical Representative. Items of cost for which reimbursement is claimed must be supported by invoices/receipts for payments and verified by the Technical Representative as practical and reasonable. Any invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The Technical Representative has authority to adjust amounts eligible for reimbursement.
- 13 Reimbursement for any costs over and above the approved amount is conditioned upon prior authorization by the Technical Representative and approval of an amendment by the Approving Authority. Additional funds are not guaranteed.
- 14 Requests for reimbursement of in-kind costs shall be supported by a signed statement describing the type, quantity, and hourly or unit rate of work completed. The WMO reserves the right to cap in-kind costs as deemed practical and reasonable.

APPLICANT AND LANDOWNER SIGNATURE(S)

By signing below, the Applicant(s) and Landowner(s), if different, agree to:

- 1 Acknowledge and abide by the Terms and Conditions listed above;
- 2 Grant the authorized representatives of the SWCD and SWMO access to the property where the project will be located through the term of this contract for the purpose of inspecting proper operation and maintenance.
- 3 Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction.
- 4 Not accept cost-share funds from other local, state, or federal sources that all combined exceed 100% percent of the total cost to establish the conservation practice.
- 5 Provide copies of all forms and contracts pertinent to any other state or non-state programs contributing toward this project.
- 6 Abide by the terms and conditions of the Scott County Conservation Practice Financial Assistance Program policies, current as of the date this application is signed by the Applicant.

Applicant: _____ **Date:** _____

Landowner: (if different) _____ **Date:** _____

☐ I do not want personally identifiable information about me or my project to be used for public education purposes.

TECHNICAL REPRESENTATIVE SIGNATURE

I have reviewed the site where the above project will be installed and find that it is needed and feasible, and that the estimated quantities and costs are practical and reasonable.

Technical Representative	Date	Reviewer Initials	Date

APPROVING AUTHORITY SIGNATURE

Approving Authority	Board Chair or Duly Authorized Representative	Date
☒ SWMO Board ☐ SWCD Board		