



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

Thursday, July 14, 2022 - 9:00 a.m.

Conference Room A – Dakota County Extension and Conservation Center

4100 220th Street Farmington, MN 55024

1. Call to Order
2. Pledge of Allegiance
3. Audience
Anyone wishing to address the Board regarding an item that is not on the agenda may come forward at this time. Comments are limited to five minutes.
4. Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

To be adopted under one motion unless a request is made to move an item to Regular Agenda for discussion

5. Approval of June 9, 2022 Meeting Minutes
6. Approval of July 14, 2022 Accounts Payable
7. Acceptance of June Finance Report

REGULAR AGENDA

8. Authorization to Provide Final Payment to Garden Homes Townhouse Association for Installation of Grade Stabilization Action
9. Authorization to Provide Final Payment to Caroline Leifeld Trust for Installation of Water and Sediment Control Basins Action
10. Authorization to Amend Contract and Provide Final Payment to John Ista for Installation of Grassed Waterway Action
11. Authorization to Execute Contract with Thomas Bergum for Installation of Streambank Stabilization Action
12. Authorization to Execute Two Contract with Greg Fox for Establishment of Cover Crops (1-year) Action
13. Authorization to Execute Contract with Steve Wagner for Establishment of Cover Crops (3-year) Action
14. Authorization to Execute Contract with Minnesota Department of Natural Resources for Groundwater Level Monitoring Services Action
15. Announcements and Reports
 - Natural Resources Conservation Service
 - Dakota County
 - Cannon River Watershed Joint Powers Board
 - Metropolitan Conservation Districts Joint Powers Board
 - Minnesota Association of Soil and Water Conservation Districts
 - District Managers Report
 - Board of Supervisor Announcements

16. Upcoming Events

- July 14, 2022 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- July 20, 2022 Black Dog Watershed Management Organization Meeting
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
- July 20, 2022 Lower Minnesota River Watershed District Meeting
Chaska City Hall, Once City Hall Plaza 2nd Floor – 7:00 p.m.
- July 20, 2022 North Cannon River Watershed Management Organization Annual Tour and Meeting
Lake Byllesby Dam and Picnic Shelter, 30154 Harry Avenue – 6:00 p.m.
- July 28, 2022 Vermillion River Watershed Joint Powers Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 1:00 p.m.
- August 8-13, 2022 Dakota County Fair
- August 10, 2022 Lower Mississippi River Watershed Management Organization Meeting
West St. Paul City Hall, 1616 Humboldt Avenue – 3:00 p.m.
- August 11, 2022 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.

17. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, June 9, 2022

9:00 a.m.

4100 220th Street W, Suite 102
Farmington, Minnesota

Board Members Present:

Laura Zanmiller, Chair
Kevin Chamberlain, Vice Chair
Jayne Hager Dee, Treasurer
Chelsea Skog, Secretary
Bruce Johnson, Information Officer

SWCD Staff Present:

Brian Watson
Lana Rotty
Curt Coudron

Others Present:

Valerie Neppl, Dakota County
Matthew Lundberg, NRCS
Lizzy Dawson, NRCS

1. Call to Order and Roll Call

Chair Zanmiller called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Chair Zanmiller led the Board of Supervisors in the Pledge of Allegiance.

3. Audience

Chair Zanmiller asked if there was anyone in the audience that wished to address the Board on an item that is not on the agenda. Nobody came forward.

4. Approval of Agenda

22.156 Motion by Johnson, second by Chamberlain to approve the agenda. All members voting in favor. Motion carried.

CONSENT AGENDA

5. Approval of May 12, 2022 Meeting Minutes

The May 12 Meeting Minutes were presented.

6. Approval of June 9, 2022 Accounts Payable

The June 9, Accounts Payable were presented.

7. Approval of May Finance Reports

The May Finance Report was Accepted.

22.157 Motion by Dee, second by Johnson to approve the consent agenda items. All members voting in favor. Motion carried.

REGULAR AGENDA**8. Authorization to Provide Final Payment to Sara Bridges for Installation of Grassed Waterways**

Sarah Bridges has completed the installation of three grassed waterways in Eureka Township and the upper portion of the Vermillion River Watershed. The project was approved for funding at the April 14, 2022 Board meeting at 85% cost share based on a cost estimate of \$22,400. Final project cost was \$26,000.

22.158 Motion by Dee, second by Johnson to approve final payment of \$19,040 to Sara Bridges (21-IPP-04) for installation of grassed waterways with funding from the Vermillion River Watershed Joint Powers Organization and FY21 WBIF Vermillion River Watershed Grant. Members voting in favor: Zanmiller, Skog, Johnson, Dee, Chamberlain. Motion carried.

9. Authorization to Execute Contract with Metropolitan Mosquito Control District for Installation of Native Prairie with Pollinator Habitat

Metropolitan Mosquito Control District is proposing to install a 0.7-acre native prairie with pollinator habitat at their Rosemount office site located in the Vermillion River Watershed. The native prairie will increase infiltration, reduce erosion, and provide wildlife habitat for pollinators. Total cost of the project is estimated at \$3,500. Projects that install native prairie vegetation with pollinator habitat are eligible for cost share up to \$3,000 per acre. The project is eligible for 85% cost share.

22.159 Motion by Johnson, second by Dee to execute contract with Metropolitan Mosquito Control District (22-IPP-25) for installation of native prairie with pollinator habitat on .7 acres in Rosemount, Vermillion River Watershed at 85% cost share, not to exceed \$2,100 from agreements with Dakota County and Vermillion River Watershed Joint Powers Organization. Members voting in favor: Skog, Johnson, Dee, Chamberlain, Zanmiller. Motion carried.

10. Authorization to Execute Contract with MMDDDB, LLC for Installation of Native Prairie with Pollinator Habitat

MMDDDB, LLC (Dave Hartung, Dan's Bar) is proposing to install a 1.1-acre native prairie with pollinator habitat in Hampton Township, Cannon River Watershed. The site is located next to the municipal boundary of New Trier. The native prairie will be planted around a recently installed septic system. Native shrubs will be planted as part of the project to discourage winter snowmobile traffic from damaging the prairie. The native prairie will reduce erosion and provide wildlife habitat, particularly for pollinators. Total cost of the project is estimated at \$4,900. Projects that install native prairie vegetation with pollinator habitat are eligible for cost share up to \$3,000 per acre. The project is eligible for 85% cost share.

22.160 Motion by Dee, second by Johnson to execute contract with MMDDDB, LLC (22-IPP-26) for installation of native prairie with pollinator habitat on 1.1 acres in Hampton Township, Cannon River Watershed at 85% cost share, not to exceed \$3,300 from agreement with Dakota County. Members voting in favor: Johnson, Dee, Chamberlain, Zanmiller, Skog. Motion carried.

11. Authorization to Execute Contract with Barbera Jaeger for Installation of Native Prairie with Pollinator Habitat

Barbara Jaeger is proposing to install a 2.5-acre native prairie with pollinator habitat in Inver Grove Heights, Mississippi River Watershed. The native prairie will improve infiltration, reduce erosion, and provide wildlife habitat, particularly for pollinators. Total cost of the project is estimated at \$9,400. Projects that install native prairie vegetation with pollinator habitat are eligible for cost share up to \$3,000 per acre. The project is eligible for 85% cost share.

22.161 Motion by Johnson, second by Chamberlain to execute contract with Barbera Jaeger (22-IPP-29) for installation of native prairie with pollinator habitat on 2.5 acres in Inver Grove Heights, Mississippi River Watershed at 85% cost share, not to exceed \$7,500 from agreement with Dakota County. Members voting in favor: Dee, Chamberlain, Zanmiller, Skog, Johnson. Motion carried.

12. Consider Resolution to Adopt Certain Wetland Conservation Act Authorities from Hampton Township

Watson stated that the Hampton Township Board passed a resolution at their April 19, 2022 meeting to delegate its decision and administrative authority to the Dakota County Soil and Water Conservation District for the following WCA purposes: Official Listing as WCA Contact, Wetland Boundary and Type Decisions, No Loss Decisions, Exemption Decisions, and Providing State Required Annual Reports. With adoption of this resolution, the SWCD would perform these delegated authorities within Hampton Township.

22.162 Motion by Dee, second by Johnson to accept Wetland Conservation Act authorities from Hampton Township as delegated. All members voting in favor. Motion carried.

13. Consider Policy Resolution for Submittal to the Minnesota Association of Soil and Water Conservation Districts

Watson stated that a call for 2022 resolutions has been made by the Minnesota Association of Soil and Water Conservation Districts (MASWCD). Resolutions adopted locally will be considered regionally at the next MASWCD Metro Area meeting scheduled for June 23. A draft resolution is being brought forward for consideration that seeks additional funding for local implementation of the Minnesota Wetland Conservation Act (WCA). This resolution will seek MASWCD involvement to pursue an increased level of funding to local units of government for implementing the WCA, a state mandate. Funding distributed to counties through a Natural Resource Block grant has remained unchanged since 2008 and prior to that year, funding was higher than it is today. Staff workload and costs to implement the WCA continue to be high in counties that are experiencing population growth and there is a presence of wetland resources. In addition, in order to meet the Minnesota Board of Water and Soil Resources (BWSR) Performance Standards for Soil and Water Conservation Districts, several metrics for measuring performance are predicated on the fact that SWCDs have the skill sets to implement WCA, including serving on the Technical Evaluation Panel, which requires staff knowledge and training.

The draft resolution also seeks to provide a direct appropriation option of BWSR funds to soil and water conservation districts when there is agreement from the county and to consider costs associated with increased workloads that local governments may experience under a scenario where the State of Minnesota assumes roles to implement Section 404 of the Clean Water Act; the federal wetland law.

22.163 Motion by Chamberlain, second by Johnson to approve resolution entitled Funding for Local Implementation of Minnesota Wetland Conservation Act; and to submit to Metro Conservation Districts for review and consideration. All members voting in favor. Motion carried.

14. Announcements and Reports**Natural Resources Conservation Service**

Matthew Lundberg introduced Lizzy Dawson, recently hired District Conservationist for the Farmington Office. Dawson stated that she worked for the NRCS for seven years in the Green Bay area and recently she worked at the NRCS office in North Dakota. Her major studies include Plants and Agronomy. Lundberg provided the Natural Resources Conservation Service (NRCS) report. He stated that they have obligated 6 total contracts in Dakota/Washington counties through the Environmental Quality Incentive Program (EQIP). They have some Conservation Reserve Program plans to be produced. They will be conducting 4 highly erodible land checks in Dakota County. He noted that they will be implementing a few new programs; USDA Food Waste and Composting and with the Office of Urban Production - Urban and Suburban Farming. He also stated that a Peoples Garden has been established in Minneapolis; it is called Project Sweetie-Pie. They received educational and technical assistance as well as funding for the project.

Supervisor Dee asked if the USDA is aware of the proposed roundabout at the intersection of highway 52 and county road 66, as a public meeting is planned for that project. Lundberg was not aware of this specific project. Watson added that this is a very challenging intersection with environmentally sensitive areas, urban farming with the Hmong American Farmers Association, and impacts to prime farmland.

Dakota County

The Dakota County report was provided by Valerie Nepl. She stated that they will be reviewing existing mining ordinances through a successful grant awarded to the SWCD.

The draft Ag Chemical Reduction Efforts (ACRE) plan is almost complete. Barr Engineering is finalizing nitrate monitoring scenarios to determine groundwater modeling numbers. They hope to use the Minnesota Department of Agriculture cover crop and perennial crop data for nitrate reductions soon. They are currently measuring 10 shallow groundwater wells. They will be seeking additional wells to test in August. Round one testing is for baseline information on nitrates and chloride.

They are offering community focused groundwater sampling at no-cost. This includes test kits for arsenic, chloride, lead, manganese, and nitrate. Individual private well testing results, health concerns, and treatment recommendations were mailed to each participant as results became available.

They are developing a pilot grant program for low income water treatment systems. Depending on the interest level, the funding may be increased.

The County will be hosting the We are Water exhibit October 13, 2022 through December 5, 2022. This is a partnership between the Libraries, Parks Department, Vermillion River Watershed, and SWCD. They are seeking water stories and they hope to interview landowners and residents of Dakota County.

The State of Minnesota Pollinator Protection Committee will be hosting an event at Schaars Bluff from 11:30 to 4:00 p.m. A program is scheduled for 1:00 p.m. There are 19 exhibitors committed at this time. Watson indicated that the SWCD is planning to attend and table the event.

Vermillion River Watershed Joint Powers Organization

There was no Vermillion River Watershed Joint Powers Organization report.

Cannon River Watershed Joint Powers Board

There was no Cannon River Watershed Joint Powers Board (JPB) report. The next meeting is scheduled for July 6.

Metropolitan Conservation Districts Joint Power Board

There was no Metropolitan Conservation District Joint Powers Board (JPB) report.

Minnesota Association of Soil and Water Conservation Districts

There was no Minnesota Association of Soil and Water Conservation Districts report. However, Watson reminded the Supervisors of the Area 4 Meeting and Tour scheduled for June 23.

District Manager Reports

Watson had no additional comments.

Board of Supervisors Reports

Chamberlain stated that he met with Maureen Fasbenders and they discussed some areas that needed to be corrected on their recently completed project. Watson added that staff are working with the engineer to review the situation and make needed corrections.

Dee expressed thanks to the Supervisors for filing for another term as Dakota County SWCD Board Supervisors.

Upcoming Events

The upcoming events were reviewed.

21. Adjourn

22.164 Motion by Dee, second by Johnson to adjourn the meeting. All members voting in favor. Motion carried.

The meeting was adjourned at 9:52 a.m.

Respectfully submitted,

Chelsea Skog
Secretary

**Dakota County SWCD
Income and Expense Summary
June 2022**

	Current Month	Year to Date
Income		
County Revenues	\$27,608.50	\$278,443.58
State Revenues	\$0.00	\$99,240.91
Local Revenues	\$0.00	\$74,574.63
Interest Earnings	\$473.97	\$1,518.51
Charges for Services	\$2,200.00	\$9,350.00
Tree Program Revenues	<u>\$0.00</u>	<u>\$22,287.57</u>
Total Income	\$30,282.47	\$485,415.20
Expense		
County Expenses	\$0.00	\$39,519.08
State Expenses	\$14,040.00	\$37,438.75
Local Expenses	\$6,806.00	\$21,714.41
Operating Expenses	\$1,165.12	\$24,541.80
Payroll/Personnel Expenses	\$97,586.91	\$554,377.24
Project Expenses	\$319.33	\$948.07
Tree Program Expenses	<u>\$12,302.36</u>	<u>\$15,958.84</u>
Total Expense	\$132,219.72	\$694,498.19
Revenues Over/-Under Expenditures	<u>-\$101,937.25</u>	<u>-\$209,082.99</u>

**Dakota County SWCD
Balance Sheet
June 2022**

ASSETS:

Cash in Checking - Castle Rock	\$35,090.88
Cash in Savings - Castle Rock	\$649,782.96
Cash in Checking - Vermillion Bank	\$30,509.99
Certificate of Deposits	\$400,472.05
Petty Cash	<u>\$100.00</u>
Total Cash:	\$1,115,955.88

Accounts Receivable:

BWSR	2020 DC DW 10% Request (2020)	\$393.68
BWSR	2020 DC DW 10% Request (2021)	\$6,040.72
BWSR	2020 DC DW 10% Request (2022)	\$755.50
BWSR	2018 CWF TB 10% Request (2022)	\$37.19
DC Parks, Facilities, Fleet	Q1 Invoice for Services	\$3,299.87
MCD Subwatershed Analysis	Cannon River 10% Request (2020)	\$959.79
MCD Subwatershed Analysis	Cannon River 10% Request (2021)	\$740.21
North Cannon River WMO	Q1 Invoice for Services	\$8,445.02
North Cannon River WMO WBF	Q1 Invoice for Services	<u>\$773.00</u>
Total Accounts Receivable:		\$21,444.98

TOTAL ASSETS:

\$1,137,400.86

LIABILITIES AND EQUITY:

Sales Tax Payable	\$1,597.19
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Unearned Revenue:

Buffer Law Funds 2020	\$3,427.78
Buffer Law Funds 2021	\$17,200.00
Buffer Law Funds 2022	\$17,000.00
Conservation Delivery 2021	\$3,362.63
Conservation Delivery 2022	\$21,240.00
Local Capacity Services 2021	\$23,796.93
Local Capacity Services 2022	\$102,135.00
DC Drinking Water PP 2022	\$74,952.50
Met Council WOMP Funds	\$182.85
State Cost Share 2021	\$9,005.48
State Cost Share 2022	\$22,054.00
WBIF 2019 Dakota SWCD	\$44,719.23
WBIF 2021 Cannon River	\$57,687.59
WBIF 2021 Miss River East	\$16,188.00
WBIF 2021 MN River South	\$19,250.37
WBIF 2021 Vermillion River	\$21,392.85
DC Natural Resources Block Grant	\$36,353.00
DC Operating Allocation	<u>\$165,651.00</u>
Subtotal:	\$655,599.21

Total Liabilities:

\$657,196.40

Fund Balance Beginning of Year	\$689,287.45
Current Net Increase/-Decrease	<u>-\$209,082.99</u>
Fund Balance End of Current Period	\$480,204.46

TOTAL LIABILITIES AND EQUITY:

\$1,137,400.86

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/14/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$25,000 to Garden Homes Townhouse Association for installation of grade stabilization.

SUMMARY:

Garden Homes Townhouse Association has completed the installation of a grade stabilization to repair an eroding gully. The project is located in the City of Burnsville in the Minnesota River Watershed.

The project was approved for funding at the August 12, 2021 Board meeting at 75% cost share not to exceed \$25,000 and based on a cost estimate of \$44,000.

Project installation has been certified by a professional engineer. Final eligible expenses were \$60,948.75. Based on the approved not-to-exceed amount, staff is recommending final payment of \$25,000 to Garden Homes Townhouse Association.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through the FY21 Watershed Based Implementation Grant for the Minnesota River South.

Supporting Documents:

21-CIF-04 Garden Homes Gully Stabilization Factsheet

Previous Board Action:

Motion 21.075 on 8/12/2021
Authorization to Execute Contract



GARDEN HOMES TOWNHOUSES ASSN. GULLY STABILIZATION



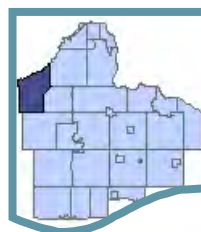
PROJECT: Runoff from adjacent buildings and parking lot caused gully erosion through a wooded area of the Garden Homes Townhouses Association property. The project used an inlet structure, pipe, and rock lined channel to convey runoff to the base of the hill and reduce future erosion.

FUNDING:	Total Project Cost:	\$60,949
	Cost Share Amount:	\$25,000
	Landowner Amount	\$35,949



Clean Water Fund:
*Protecting and restoring
Minnesota's waters for
generations to come.*

LOCATION:
City of Burnsville



PRACTICE:

- Grade Stabilization

BENEFITS:

- 1.4 tons of sediment per year prevented from traveling downstream
- 1.6 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Dakota County
- Minnesota Board of Water and Soil Resources

WATERSHED:

- Minnesota River

RECEIVING WATERS:

- DNR Designated Wetland 116W

INSTALLATION:

- Fall 2021

GULLY STABILIZATION



Surface water runoff on a wooded slope caused a gully to form.



Runoff caused erosion and carried sediment to downstream waterbodies.



After selective tree clearing, pipes were installed to convey runoff down the steepest part of the slope.



A rock lined channel was constructed to convey runoff down the remainder of the slope.



A concrete sump was poured to direct surface water runoff into the pipe and reduce overland flow.



The completed project will minimize erosion on the slope and reduce sediment reaching downstream waterbodies.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/14/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize contract amendment and provide final payment of \$10,174.16 to Caroline Leifeld Trust for the installation of two (2) water and sediment control basins.

SUMMARY:

Caroline Leifeld Trust (Carol Leifeld) has completed the installation of two water and sediment control basins in Douglas Township, Trout Brook Watershed of the Cannon River.

The project was approved for funding at the September 9, 2021 Board meeting at 75% cost share not to exceed \$8,625 and based on a cost estimate of \$11,500.

Since the approval of the original contract in 2021, the SWCD Board adopted the 2022 Cost Share Policies that increased the maximum cost share percentage from 75% to 85%. Contractor costs have also increased with unanticipated increases in fuel prices and inflation. A request has been made to amend the contract to 85% cost share and include the increased project costs. Final eligible expenses were \$11,969.60. Project installation has been certified by SWCD staff.

Staff is recommending amending the contract to include the increased project costs and cost share percentage change and to provide final payment of \$10,174.16 (85% of eligible expenses) to Caroline Leifeld Trust.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our agreement with the North Cannon River Watershed Management Organization and the FY18 Trout Brook Watershed Initiative Grant.

Supporting Documents:

21-IPP-37 Caroline Leifeld Trust WASCBS Factsheet

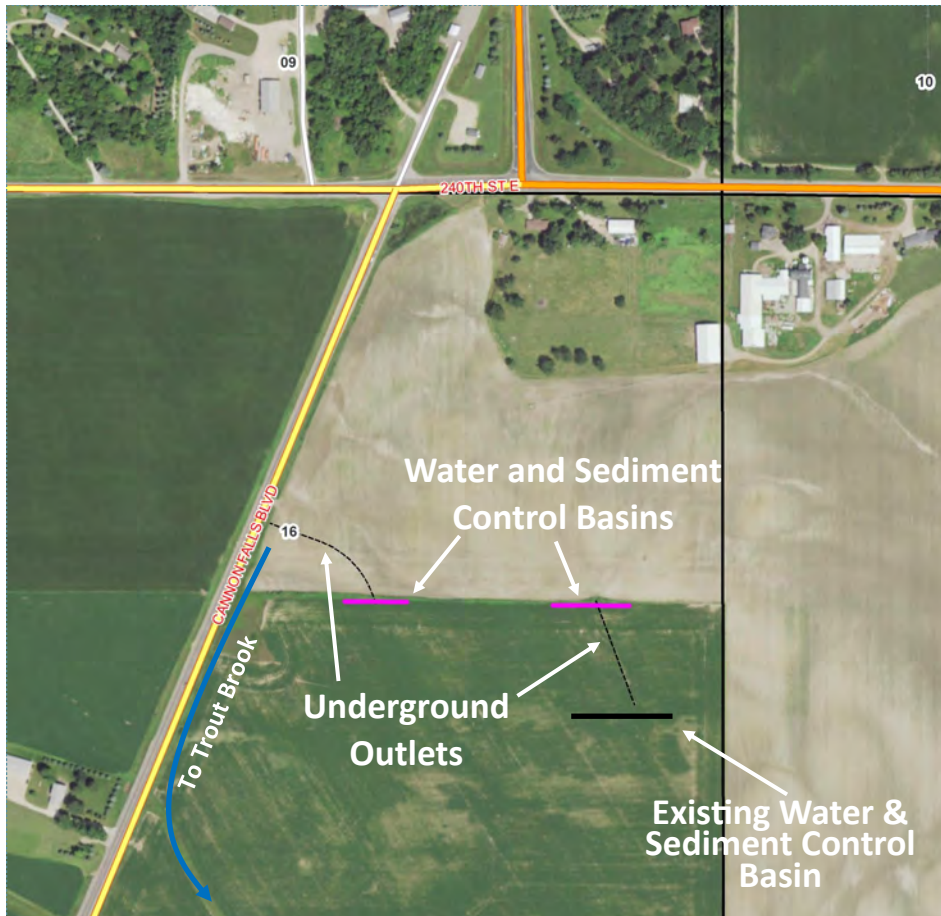
Previous Board Action:

Motion 22.084 on 9/9/22

Authorization to Execute Contract

CAROLINE LEIFELD TRUST

WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Water and Sediment Control Basins

BENEFITS:

- 21 tons of sediment per year prevented from traveling downstream
- 21 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Minnesota Board of Water and Soil Resources
- North Cannon River Watershed Management Organization

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Trout Brook

INSTALLATION:

- Spring 2022

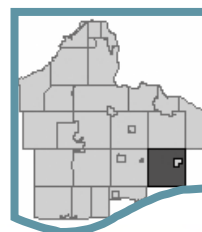
PROJECT: Two water and sediment control basins were constructed to capture runoff, convey the runoff through an underground outlet, and reduce future erosion.

FUNDING:	Estimated Project Cost:	\$11,970
	Cost Share Amount:	\$10,174
	Landowner Amount	\$1,796



*Clean Water Fund:
 Protecting and restoring
 Minnesota's waters for
 generations to come.*

LOCATION:
 Douglas Township





Underground outlet tiles were installed for each basin.



Basin inlet structures were installed.



Basins were graded and seeded with a perennial grass mixture.



The basins will reduce future erosion and reduce the amount of sediment transported downstream.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/14/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize contract amendment and provide final payment of \$12,996.50 to John Ista for the installation of a grassed waterway.

SUMMARY:

John Ista, in cooperation with Kenneth Messner the adjacent landowner, has completed the installation of a grassed waterway in Sciota Township, Cannon River Watershed.

The project was approved for funding at the April 14, 2022 Board meeting at 85% cost share not to exceed \$12,495 and based on a cost estimate of \$14,700.

Due to rainfall events during construction of the project, additional work was needed to divert tile discharge around the project site. A request has been made to amend the contract to include cost share for the increased project costs. Final eligible expenses were \$15,290. Project installation has been certified by SWCD staff.

Staff is recommending amending the contract to include the increased project costs and to provide final payment of \$12,996.50 (85% of eligible expenses) to John Ista.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our agreement with Dakota County.

Supporting Documents:

22-IPP-02 Ista-Messner WW Factsheet

Previous Board Action:

Motion 22.131 on 4/14/2022

Authorization to Execute Contract



JOHN ISTA — KEN MESSNER GRASSED WATERWAY



PRACTICE:

- Grassed Waterway

BENEFITS:

- 68 tons of sediment per year prevented from traveling downstream
- 68 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Dakota County

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Cannon River

INSTALLATION:

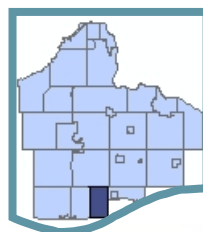
- Spring 2022

PROJECT: The existing waterway, located between two adjacent properties, had exceeded its functional lifespan and surface water runoff was flowing through the field and causing erosion. Through a joint project between the two landowners, 1,500 linear feet of grassed waterway was reconstructed to properly convey runoff and reduce future erosion.

FUNDING:	Project Cost:	\$15,290
	Cost Share Amount:	\$12,997
	Landowner Amount	\$2,293



LOCATION:
Sciota Township



JOHN ISTA—KEN MESSNER

GRASSED WATERWAY



Surface water runoff could not make it into the waterway and was causing erosion in the field.



1,500 feet of grassed waterway was graded.



After final grading, the waterway was seeded with a perennial grass mixture.



The completed waterway will reduce future erosion.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/14/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Thomas Bergum not to exceed \$5,000 for the installation of a streambank stabilization.

SUMMARY:

Thomas (Tom) Bergum is proposing to install 85 feet of streambank stabilization along North Creek in Lakeville, Vermillion River Watershed. The streambank stabilization will use coir logs, erosion control blanket, and native plants to reduce future streambank erosion and reduce the amount of sediment that is transported downstream.

Total costs of the project are estimated at \$6,000. Projects installed through our Community Conservation Stewards program are eligible for up to \$5,000. Staff is recommending approval at 85% cost share not to exceed \$5,000.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds to install the project are available through our agreement with the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

22-CCS-01 Bergum, Tom Streambank Factsheet

Previous Board Action:

None

TOM BERGUM

STREAMBANK STABILIZATION



PRACTICE:

- Streambank Stabilization

BENEFITS:

- 1.5 tons of sediment per year prevented from traveling downstream
- 1.5 lbs. of phosphorus per year prevented from traveling downstream

PARTNERS:

- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- North Creek

INSTALLATION:

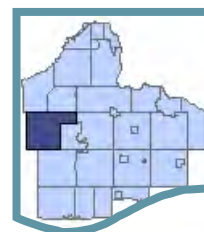
- Summer 2022

PROJECT: 85 feet of eroding streambank will be stabilized using coir logs, erosion control blanket, and native plants. The project will reduce future erosion and reduce the amount of sediment transported downstream.

FUNDING:	Estimated Project Cost:	\$6,000
	Cost Share Amount:	\$5,000
	Landowner Amount	\$1,000



LOCATION:
Lakeville



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/14/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of two contracts with Greg Fox not to exceed \$625 and \$1,000 for the establishment of a cover crop.

SUMMARY:

Greg Fox is proposing to establish a cover crop on two different fields. The fields are located within the City of Rosemount, Vermillion River Watershed.

A seeding plan has been prepared and accepted for each field. Based on our adopted cost share policy, a landowner is eligible for up to \$25 per acre on a one-year contract.

Each field will have a separate contract. Under each contract, incentives for establishing the cover crop are as follows:

- 25 acres not to exceed \$625
- 40 acres not to exceed \$1,000

SWCD staff will certify cover crop establishment after installation.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

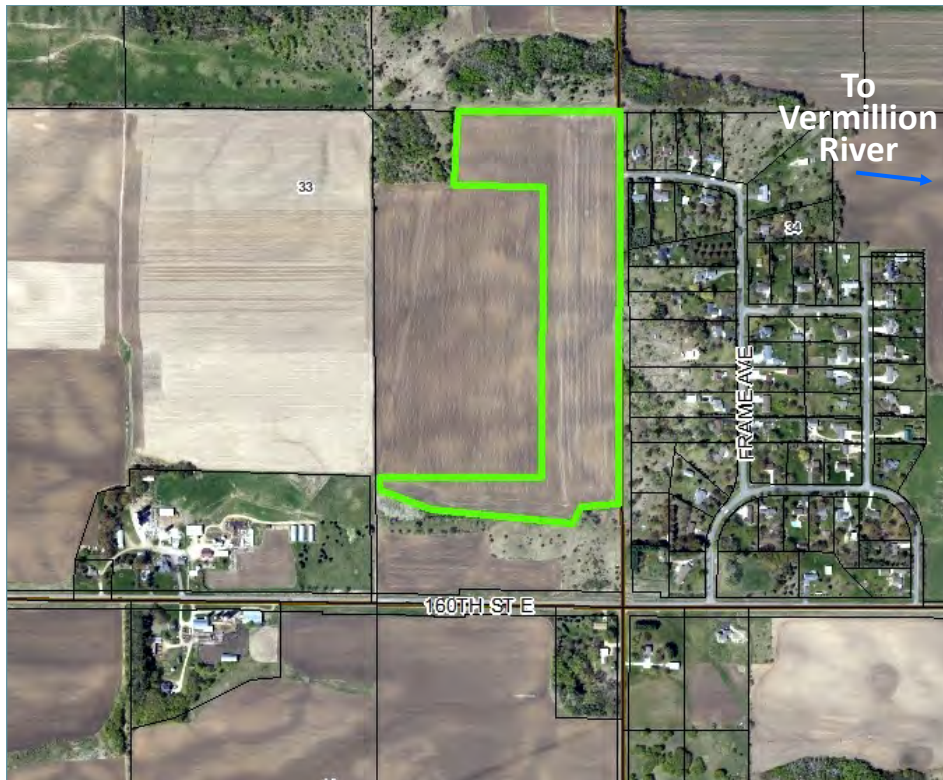
22-IPP-12 Fox, Greg CC Factsheet
22-IPP-22 Fox, Greg CC Factsheet

Previous Board Action:

None



GREG FOX COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 7 tons of sediment per year prevented from traveling downstream
- 12 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

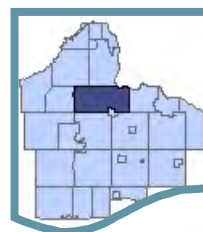
- Fall 2022

PROJECT: A winter triticale cover crop will be planted on 25 acres following small grain harvest. The cover crop will provide erosion control, reduce weed pressure, and reduce nutrient leaching.

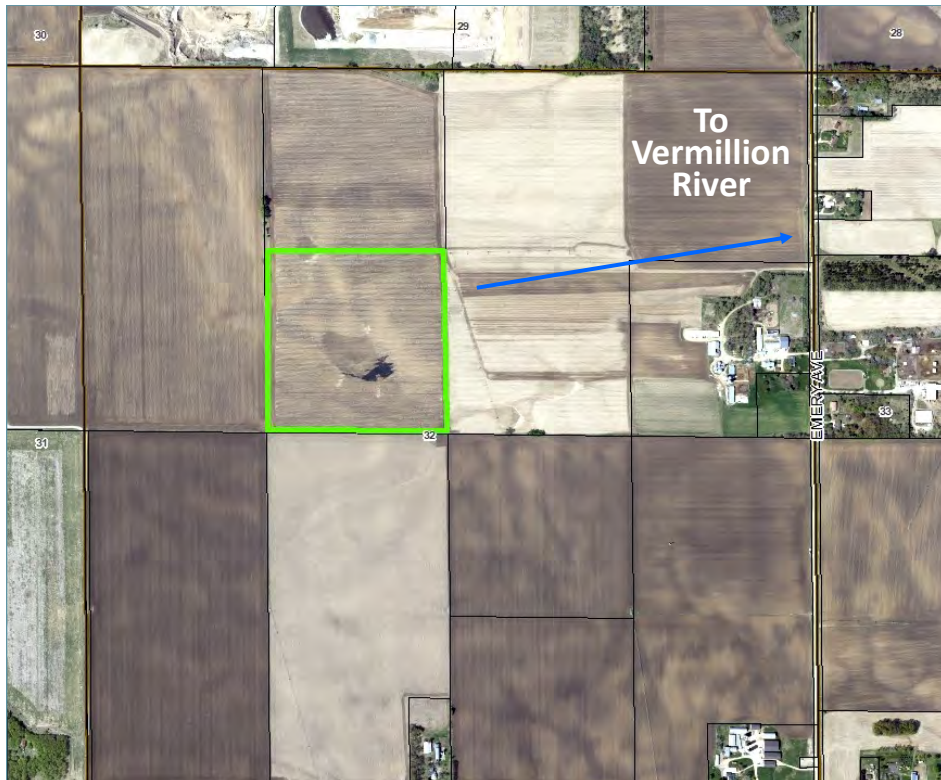
FUNDING: Incentive Amount: \$625
(25 acres X \$25 per acre X 1 year)



LOCATION:
City of
Rosemount



GREG FOX COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 3 tons of sediment per year prevented from traveling downstream
- 6 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2022

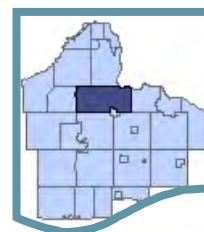
PROJECT: A winter cereal rye cover crop will be planted on 40 acres following sweet corn harvest. The cover crop will provide erosion control, reduce weed pressure, and reduce nutrient leaching.

FUNDING: Incentive Amount: **\$1,000**
(40 acres X \$25 per acre X 1 year)



LOCATION:

City of
Rosemount



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/14/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of contract with Steve Wagner not to exceed \$10,500 for the establishment of cover crops.

SUMMARY:

Steve Wagner is proposing to establish cover crops on 100 acres over a three-year period. The field is located in Vermillion Township, Vermillion River Watershed.

A seeding plan for each year has been prepared and accepted. Based on the Districts adopted cost share policy, a landowner is eligible for up to \$35 per acre per year on a three-year contract.

Under District cost share policy, payment for the first year will be made upon certification of the installation and District Board approval. Payments for additional years will be made annually when cover crop seeding has been completed for that year and has been certified by District staff.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our agreements with Dakota County and our FY22 Clean Water Fund Drinking Water Protection grant.

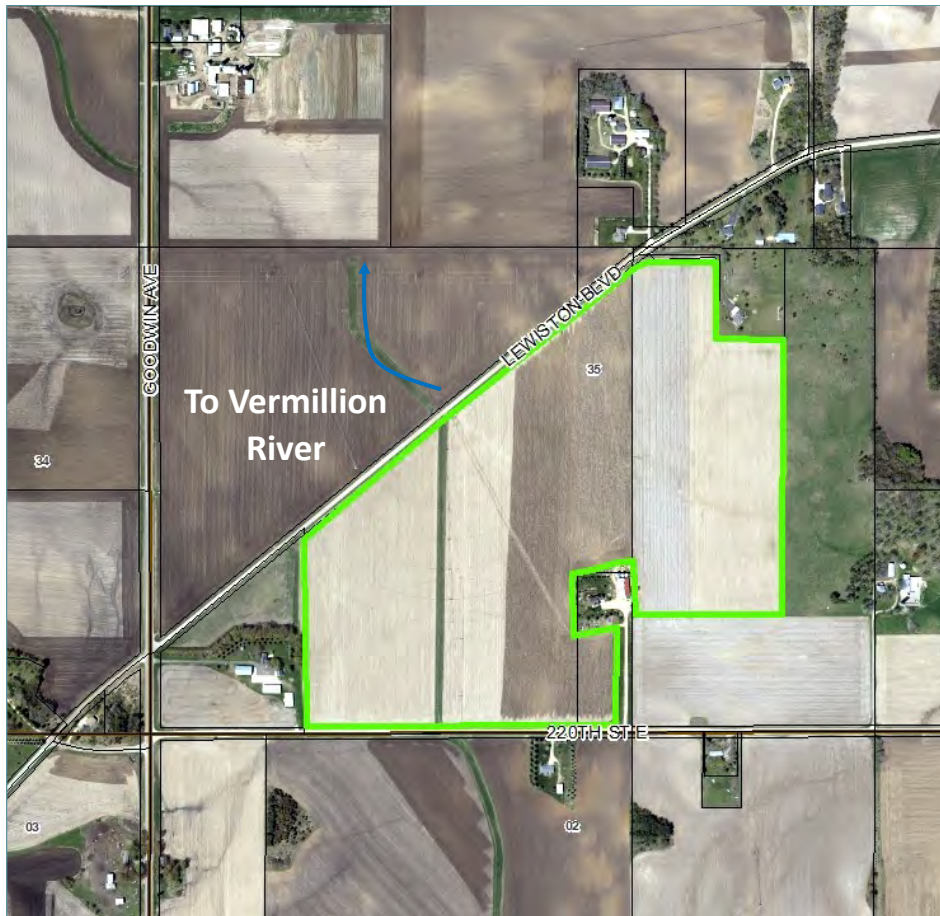
Supporting Documents:

22-IPP-27 Wagner, Steve CC Factsheet

Previous Board Action:

None

STEVE WAGNER
COVER CROPS



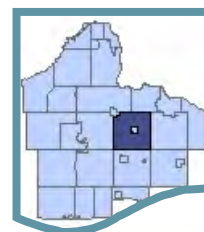
PROJECT: A rye and winter wheat cover crop mix will be planted on 100 acres interseeded into corn, soybeans and vegetable crops for three years. The cover crops will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$10,500**
 (100 acres x \$35 per acre x 3 years)



Clean Water Fund:
 Protecting and restoring
 Minnesota's waters for
 generations to come.

LOCATION:
 Vermillion
 Township



PRACTICE:

- Cover Crops

BENEFITS:

- 3 tons of sediment per year prevented from traveling downstream
- 7 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Minnesota Board of Water and Soil Resources

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Summer/Fall 2022, 2023, 2024

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 7/14/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with the Minnesota Department of Natural Resources (DNR) for conducting groundwater level monitoring services.

SUMMARY:

The DNR has provided a FY23 professional and technical services contract to conduct groundwater level measurements at various observation wells in Dakota County. The term of the agreement is July 1, 2022 to June 30, 2023.

Per this contract, thirty observation wells will be monitored four times a year and seven irrigation wells will be monitored five times (37 wells total). In past years, 38 wells were monitoring but the DNR has closed one of the observation wells.

The work plan includes a total of 155 well readings and payment to the SWCD would be \$30 per reading at an authorized well or nest of wells, which is consistent with historical payment amounts. The contract includes a total amount not to exceed \$2,940, but the DNR does allow for an additional payment of \$720 (24 additional readings) should they request more readings, for a total contract amount not to exceed \$3,660.

EXPLANATION OF FISCAL/FTE IMPACT:

The revenue generated from this agreement has been incorporated into the 2022 and 2023 staff work plans.

Supporting Documents:

DNR Professional and Technical Services Contract

Previous Board Action:

None

Professional and Technical Services Contract

State of Minnesota

SWIFT Contract No.: 212034

This Contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and **Dakota Soil & Water Conservation District** whose designated business address is 4100 220nd St W Suite 102, Farmington, MN 55024 ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 and 471.59, the State is empowered to engage such assistance as deemed necessary.
2. The state is in need of groundwater level monitoring of thirty-seven (37) observation wells located within Dakota County.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the state.

Contract

1. Term of Contract

- 1.1 **Effective date:** *July 1, 2022*, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** *June 30, 2023*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms:** The following clauses survive the expiration or cancellation of this Contract: 9. Indemnification; 10. State audits; 11. Government data practices and intellectual property; 12. Publicity endorsement; and 13. Governing law, jurisdiction, and venue.

2. State's duties

The State will provide monitoring protocol training and monitoring equipment which will include: an electric water level measuring device, a pressure transducer data connection cable, and a device for the downloading of pressure transducer data (to be purchased under separate requisition).

Field measurement recording sheets will be provided by the State and are to be filled out during each site visit and submitted on-line at the time of data uploading. An invoice form for this work will also be provided by the State.

3. Contractor's duties

Perform four (4) field visits at equally spaced time intervals over the year to the logged observation wells as described in Attachment A, which is attached to this contract. During these field visits the contractor will measure and record on the enclosed field measurement sheets the water level in the observation wells to an accuracy of one hundredth of a foot and the time of measurement to the nearest minute always in local time as well as download the data from the instrumented observation wells as described in Attachment A. **DO NOT PERFORM MEASUREMENTS PRIOR TO THE EXECUTION OF THE CONTRACT.**

During all field visits the contractor will:

- Measure and record the water level in the observation wells to an accuracy of one hundredth of a foot.
- Record the time of measurement to the nearest minute always in local time, from the wells as described in Attachment A.
- Submit measured data to Minnesota Department of Natural Resources Observation Well Database within 30 days of measurement date.
 - NOTE: Data not conforming to these instructions may be deemed invalid and not eligible for compensation.

It is the responsibility of the Contractor to use and care for all equipment provided by the State for this work in a manner that assures its continued functionality as described in this contract or the Contractor shall provide alternative equipment that would allow the completion of this work to the same specification as the State provided equipment. If the Contractor or the State ends the relationship described within this contract all equipment will be returned to the State within 30 days.

Contractor's duties are complete when downloaded logger data, measured water levels and scanned field sheets are successfully submitted on-line via the DNR observation well database. Guidance on such submission will be provided by the State.

Schedule for contractor's completion of duties. All data must be submitted as defined above, twice a year. Fall measurements must be submitted prior to December 31, and spring measurements must be submitted prior to June 30. If they are not submitted on this schedule then a notification will be sent to the contractor requesting completion. If duties are not complete by specified deadlines, payment will be withheld.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is very important.

5. Consideration and payment

5.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

- (a) *Compensation:* The Contractor will be paid \$30.00 for each successful on-line submittal of data, not to exceed \$2,940.00. Payment will be for each authorized observation well or a single payment for a nest of wells as indicated in Attachment A.

If it is determined that additional monitoring well(s) will be required, then the cost for the additional well(s) will not exceed \$720.00. **The Contractor must get approval via email from the Authorized Representative prior to any additional work commencing.**

- (b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$0.00; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- (c) *Total obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$3,660.00.

5.2 Payment.

- (a) *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted to:

GW Level Coordinator
DNR Ecological and Water Resources
325 Randolph Ave. S., Suite 500
St. Paul, MN 55102

OR electronically by email to:
gwlevelcoor.dnr@state.mn.us

Invoices must be submitted timely and according to the following schedule:

Upon completion of services and no later than July 12, 2023

- (b) *Retainage.* Under Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.
- (c) *Federal funds.* N/A

6. Conditions of payment

All services provided by the Contractor under this Contract 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 including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representative

The State's Authorized Representative is Joy Loughry, Supervisor Water Monitoring and Surveys Unit, 325 Randolph Ave. S., St. Paul, MN, 55102, 651-539-2109, or their successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is Brian Watson, District Manager, at the following business address and telephone number: 4100 220nd St W Suite 102, Farmington, MN 55024 651-480-7777 or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

8. Assignment, amendments, waiver, and contract complete

8.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract 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 Contract, or their successors in office.

8.2 Amendments. Any amendment to this Contract 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 Contract, or their successors in office.

8.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

8.4 Contract complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

9. Indemnification

Each party will be solely responsible for its own acts and omissions and the results thereof to the extent authorized by law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. Liability of the County and the City is governed by Minnesota Statutes chapter 466.

10. State audits

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract 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 Contract.

11. Government data practices and intellectual property

11.1 Government data practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

11.2 Intellectual property rights.

(a) *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 Contract. The “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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes documents. The “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 Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. 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 Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor 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

(b) *Obligations*

- (1) *Notifications.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.
- (2) *Representations.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. Publicity and endorsement

12.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

12.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

13. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for insufficient funding. The State may immediately terminate this Contract 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 covered here. Termination must be written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Non-discrimination in (accordance with Minn. Stat. § 181.59)

The Contractor will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

Signatures

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO ID: _____

3. STATE AGENCY

(With delegated authority)

Signed: _____

Title: Director, Division of Ecological and Water Resources

Date: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Title: District Manager - Board Action 22.

Date: _____

Signed: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____