



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

Thursday, December 8, 2022 - 9:00 a.m.

Meeting Room 1 – Dakota County Extension and Conservation Center

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 November 1, 2022 Meeting Minutes
6. Approval of December 8, 2022 Accounts Payable
7. Acceptance of November Finance Report
8. Authorization to Update Signature Authorities with Vermillion State Bank
9. Authorization to Cancel Contract with Julie Larson for Establishing Cover Crop (2-year)
10. Authorization to Cancel Contract with Paul Gergen for Establishing Cover Crop (1-year)

REGULAR AGENDA

11. Authorization to Provide Final Payment to Paul Gergen under Three Contracts for Establishing Cover Crop (1-year) Action
12. Authorization to Provide Partial Payment to Doug Wille under Three Contracts for Establishing Cover Crop (3-year) Action
13. Authorization to Provide Final Payment to Jim Perry for Installation of Water and Sediment Control Basin Action
14. Authorization to Provide Final Payment to Randy Peine for Installation of Two Water and Sediment Control Basins Action
15. Authorization to Provide Final Payment to Al Storlie for Installation of Two Water and Sediment Control Basins Action
16. Authorization to Provide Final Payment to the City of Rosemount for Installation of Bioretention Basin Action
17. Authorization to Execute Agreement with the Black Dog Watershed Management Organization for 2023 Services Action
18. Authorization to Execute Agreement with the North Cannon River Watershed Management Organization for 2023 Services Action
19. Authorization to Execute Agreement with the Metropolitan Conservation Districts Joint Powers Board for 2023 to 2025 Services Action

20. Authorization to Execute Agreement with Cannon River Watershed Joint Powers Board for 2023 to 2025 Services Action
21. Authorization to Execute FY22-23 Grant Agreement with the Minnesota Board of Water and Soil Resources for Watershed Based Implementation within the Black Dog Watershed Planning Area Action
22. Authorization to Submit Application to the Minnesota Conservation Corps for 2023 Crew Labor and Execute Agreement if Awarded Action
23. Adopt 2023 Merit Compensation Policy and Plan Action
24. Adopt 2023 Budget Action
25. Set Date and Time for Special Board Meeting Action
26. Establish Board Meeting Schedule for 2023 Action
27. 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
28. Upcoming Events
 December 8, 2022 Dakota County Soil and Water Conservation District Board Meeting
 Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
 December 12-14, 2022 Minnesota Association of Soil and Water Conservation Districts Annual Convention
 Double Tree by Hilton Hotel, 7800 Normandale Blvd, Bloomington
 December 14, 2022 Lower Mississippi River Watershed Management Organization Meeting
 South St. Paul Airport Conference Room, 1725 Henry Avenue – 3:00 p.m.
 December 21, 2022 Black Dog Watershed Management Organization Meeting
 Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
 December 21, 2022 Lower Minnesota River Watershed District Meeting
 Chaska City Hall, One City Hall Plaza 2nd Floor – 7:00 p.m.
 December 29, 2022 Dakota County Soil and Water Conservation District Board Meeting (Tentative)
 Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
 January 12, 2023 Dakota County Soil and Water Conservation District Board Meeting (Tentative)
 Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
29. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, November 10, 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
Curt Coudron
Pam LaValle
Todd Matzke
Ashley Gallagher

Others Present:

Valerie Neppel, Dakota County
Jill Trescott, Dakota County
Nikki Stewart, Dakota County
Matthew Lundberg, 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

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

CONSENT AGENDA

5. Approval of October 13, 2022 Meeting Minutes

The October 13, 2022 meeting minutes were presented.

6. Approval of November 2022 Accounts Payable

The November 2022 accounts payable was presented.

7. Acceptance of October Finance Report

The October finance report was presented.

8. Authorization to Cancel Contract with Dan Harris for Installation of Grassed Waterway

Dan Harris was under contract (22-IPP-06) for installing a grassed waterway at 85% cost share not to exceed \$8,330. The project is located in the Vermillion River Watershed. The project has not been started and Dan Harris does not plan to install the project this year. Rather than modifying the existing contract, Dan Harris is requesting to cancel the contract and he will re-evaluate the need for the grassed waterway next spring. Staff is recommending canceling the contract so that funds can be reallocated.

9. Authorization to Cancel Contract with Pat Maher for Establishing Cover Crop (1-year)

Pat Maher had a one-year contract (22-IPP-08) for 27 acres not to exceed \$675. The project is located in the Vermillion River Watershed. Mr. Maher was unable to seed the field due to harvest timing and crops coming off too close to or after the October 15th seeding deadline. Staff is recommending canceling the contract so that funds can be reallocated.

22.208 Motion by Skog, second by Johnson to approve the consent agenda items. All Members voting in favor. Motion carried.

REGULAR AGENDA**10. Authorization to Amend Contract with Randy Peine for the installation of two Water and Sediment Control Basins.**

Randy Peine is planning to install two water and sediment control basins in Douglas Township in the Cannon River Watershed. The contract was approved at the September 8, 2022 Board meeting at 85% of actual costs, not to exceed \$21,505 based on a cost estimate of \$25,300. Mr. Peine has obtained proposals from contractors which are all higher than the original cost estimate. Based on the contractor proposals, staff is recommending to amend the contract to a new cost estimate of \$35,100 with cost share of 85% of actual costs, not to exceed \$29,835. Project funds are available through our FY18 Trout Brook Watershed Initiative Grant, the North Cannon River Watershed Management Organization and their FY19 Watershed Based Funding Grant, and our agreement with Dakota County.

22.209 Motion by Chamberlain, second by Johnson to amend Contract with Randy Peine (22-IPP-41) for Two Water and Sediment Control Basins to not to exceed \$29,835. Members voting in favor: Johnson, Dee, Chamberlain, Zanmiller, and Skog. Motion carried.

11. Authorization to Provide Final Payment to Pat Maher for Establishing Cover Crop (1-year)

Pat Maher has established a cover crop on 134 acres in Marshan Township located in Vermillion River Watershed. The project was approved for funding at the May 12, 2022 Board meeting with an incentive payment of \$25 per acre for 100 acres, not to exceed \$2,500. A cover crop of winter cereal rye was seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health.

22.210 Motion by Chamberlain, second by Johnson to approve final payment to Pat Maher (22-IPP-07) for establishment of cover crop in the Marshan Township, Vermillion River Watershed at 100 acres for a total of \$2,500 from agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization. Members voting in favor: Skog, Johnson, Dee, Chamberlain and Zanmiller. Motion carried.

12. Authorization to Provide Final Payment to DST LLP for Establishing Cover Crop (1-year)

DST LLP has established a cover crop on 145 acres in Douglas Township located in the Cannon River Watershed. The project was approved for funding at the May 12, 2022 Board meeting with an incentive payment of \$25 per acre for 55 acres, not to exceed \$1,375; and \$25 per acre for 90 acres, not to exceed \$2,250. A cover crop of winter cereal rye was seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health.

22.211 Motion by Dee, second by Johnson to approve final payment to DST LLP (22-IPP-20 & 22-IPP-21) for establishment of cover crop in Douglas Township, Cannon River Watershed at 145 acres for a total of \$3,625 from our annual agreement with Dakota County. Members voting in favor: Johnson, Dee, Chamberlain, Zanmiller and Skog. Motion carried.

13. Authorization to Provide Payment to Sand Coulee Prairie Farms for Establishing Cover Crop (1-year)

Sand Coulee Prairie Farms has established a cover crop on 57 acres in Douglas Township located in the Cannon River Watershed. The project was approved for funding at the May 12, 2022 Board meeting with an incentive payment of \$25 per acre for 57 acres, not to exceed \$1,425. A cover crop of oats was seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health.

22.212 Motion by Chamberlain, second by Johnson to approve final payment to Sand Coulee Prairie Farms (22-IPP-43) for establishment of cover crop in Douglas Township, Cannon River Watershed at 57 acres for a total of \$1,425 from our annual agreement with Dakota County. Members voting in favor: Dee, Chamberlain, Zanmiller, Skog and Johnson. Motion carried.

14. Authorization to Provide Partial Payment to Dan Peine for Establishing Cover Crop (3 year)

Dan Peine has established a cover crop on 100 acres in Hampton Township located in the Cannon River Watershed. The project was approved for funding at the August 11, 2022 Board meeting with an incentive payment of \$35 per acre per year over three years for 100 acres, not to exceed \$3,500 each year. A cover crop of oats was seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health.

22.213 Motion by Chamberlain, second by Johnson to approve first payment to Dan Peine (22-IPP-32) for establishment of cover crop in Hampton Township, Cannon River Watershed at 100 acres for a total of \$3,500 from our agreements with Dakota County and the FY18 Trout Brook Watershed Initiative Grant. Members voting in favor: Chamberlain, Zanmiller, Skog, Johnson, and Dee. Motion carried.

15. Authorization to Provide Partial Payment to Randy Peine for Establishing Cover Crop (3 year)

Randy Peine has completed the first year of his three-year contract to establish cover crops on 51 acres in Ravenna Township located in the Vermillion River Watershed. The project was approved for funding at the September 8, 2022 Board meeting with an incentive payment of \$35 per acre per year over three years for 51 acres, not to exceed \$1,785 each year. A cover crop of winter cereal rye was seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health.

22.214 Motion by Dee, second by Johnson to approve first payment to Randy Peine (22-IPP-42) for establishment of cover crop in Ravenna Township, Vermillion River Watershed at 51 acres for a total of \$1,785 from agreements with Dakota County and the FY21 Metro WBIF Vermillion Grant. Members voting in favor: Zanmiller, Skog, Johnson, Dee, and Chamberlain. Motion carried.

16. Authorization to Execute the Joint Powers Agreement with the Eagan-Inver Grove Heights Watershed Management Organization for 2023 services.

Staff has drafted and presented a 2023 work plan and budget to the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO) Board. The work plan and budget includes administration tasks, education and outreach, and support for the installation of projects under the Landscaping for Clean Water Program. A new administration task is records management, which allows staff to switch the official records retention location from City of Eagan to the Dakota SWCD. The 2023 workplan and budget includes a total amount not to exceed \$37,550 which is a \$4,315 increase from previous year. The increase is due to an increase in hourly rate and increase in fees for the Landscaping for Clean Water program. The E-IGHWMO Board approved the 2023 work plan and budget at their October 18, 2022 meeting.

22.215 Motion by Dee, second by Johnson to authorize execution of the 2023 Agreement for Services with the Egan-Inver Grove Heights Watershed Management Organization. All members voting in favor. Motion carried.

17. Authorization to Execute the Joint Powers Agreement with the Lower Mississippi River Watershed Management Organization for 2023 services.

Staff has drafted and presented a 2023 work plan and budget to the Lower Mississippi River Watershed Management Organization (LMRWMO) Board. The work plan and budget includes general administration services, water monitoring, technical assistance, education/outreach, and support for the installation of projects under the Landscaping for Clean Water program. The 2023 work plan and budget includes a total amount not to exceed \$94,540 which is a \$9,610 increase from the previous year. The increase is largely due to additional staff time needs for a Landscaping for Clean Water shoreline restoration presentation and administrative services supporting the Minnesota Water Stewards program and a storm drain stenciling program. The LMRWMO Board approved the 2023 work plan and budget at their October 12, 2022 meeting.

22.216 Motion by Chamberlain, second by Johnson to authorize execution of the 2023 Agreement for Services with the Lower Mississippi River Watershed Management Organization. All members voting in favor. Motion carried.

18. Authorization to Execute FY22-23 grant agreement with the Minnesota Board of Water and Soil Resources (BWSR) for Watershed Based Implementation within the Vermillion River Watershed planning area.

The Minnesota Board of Water and Soil Resources (BWSR) allocated \$650,684 to the Vermillion River Watershed planning area under the Watershed Based Implementation Funding (WBIF) program. Under BWSRs defined procedures, a convene process was followed to coordinate funding for prioritized, targeted, and measurable projects within the planning area. Participants (Partners) in the convene process included Dakota SWCD, Dakota County, Scott SWCD, Vermillion River Watershed Joint Powers Organization, and the cities of Apple Valley and Lakeville (both selected as municipal representatives by other municipalities within the watershed).

Partners began meeting in early 2022 to discuss and prioritize implementation activities. Projects must be identified in a BWSR or State approved plan to be eligible for funding. Watershed priorities were identified, projects were proposed, and the highest priority projects were recommended for funding by the Partners. For the total allocation, five Dakota SWCD projects totaling \$162,000 were recommended. Additional grant match of 10% is required.

Dakota SWCD projects include:

- Lower Mainstem Vermillion Subwatershed Analysis to identify and rank projects based on cost-effectiveness (\$27,000)
- Implementing priority agricultural practices in subwatersheds that have a completed subwatershed analysis through technical assistance and cost share of practices (\$50,000)
- Implementing nitrate reduction practices in areas vulnerable to groundwater contamination through technical assistance and cost share (\$40,000)
- Promotion and development of irrigation water management through technical assistance to farmers (\$15,000)
- Promotion and technical assistance to develop projects and practices that protect groundwater (\$30,000)

Dakota County SWCD will be fiscal agent for projects led by the SWCD. A budget request has been submitted to and approved by BWSR staff. A work plan will now need to be submitted and approved and then the grant agreement can be executed. The grant agreement is initially set to expire on December 31, 2025. Listed

projects will be incorporated into the 2023 to 2025 budget and staff workplans. Grant match is available through our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

22.217 Motion by Chamberlain, second by Johnson to authorize execution of FY22-23 grant agreement with the Minnesota Board of Water and Soil Resources (BWSR) for Watershed Based Implementation within the Vermillion River watershed planning area. All members voting in favor. Motion carried.

19. Adopt 2023 Medical and Dental Benefits

Premiums for medical and dental insurance plans are shared by participating employees and the SWCD as the employer. PreferredOne is our current medical provider and they are no longer offering coverage to small employers in 2023. HealthPartners is our current dental provider.

The Finance Committee met on November 3 to review information from four different medical insurance providers and their plan options. The medical insurance providers reviewed included United Health Care, Blue Cross Blue Shield, Health Partners and Medica. It was the Committee’s recommendation to have Health Partners provide medical coverage. Medical premiums for 2023 would increase approximately 10%. The Committee also recommended retaining Health Partners as our dental provider. Dental premiums in 2023 will remain the same for single enrollments. Family enrollments would receive a 25% discount since we would be using Health Partners as the service provider for both medical and dental benefits.

The Finance Committee also recommended increasing the employee monthly medical costs to offset the 2023 insurance increase. It was recommended that two medical plan options and one dental plan option be made available in 2023 to employees:

- HealthPartners 25-90 Platinum plan option (Medical)
- HealthPartners \$2,400-100% HSA plan option (Medical)
- HealthPartners (Dental)

It is further recommended that the following health and dental employee premiums be provided for 2023:

<u>Health Insurance</u>	<u>Monthly Employee Cost</u>	<u>HSA Plan Employee Credit</u>
Single	\$50	\$1,200
Single Plus One (spouse)	\$250	\$2,400
Family	\$470	\$2,400
<u>Dental Insurance</u>	<u>Monthly Employee Cost</u>	
Single	\$20	
Family	\$40	

Open enrollment for 2023 Health and Dental Benefits will begin in November. The results of employee enrollment will be incorporated into the 2023 budget.

22.218 Motion by Dee, second by Johnson to select HealthPartners (Medical & Dental) as insurance providers for 2023, with the employee costs listed above. Members voting in favor: Chamberlain, Zanmiller, Skog, Johnson, and Dee. Motion carried.

20. Announcements and Reports

Natural Resources Conservation Service

The Natural Resources Conservation Service (NRCS) report was provided by Matt Lundberg. Matt reported they are currently prioritizing EQIP applications for the coming fiscal year and are out certifying cover crops.

Next week Matt Lundberg and Matt Schaar will be attending Micro Irrigation training in Staples put on by the Central Lakes College.

Dakota County

Jill Trescott from Dakota County Environmental Resources provided a presentation on the recently approved Agricultural Chemical Reduction Effort (ACRE). The ACRE Plan was adopted by the County Board at the October meeting. The goal is to reduce agricultural chemicals in groundwater so they no longer pose threats to human health or the environment. The 4 main ACRE strategies are: 1. Collect Information, 2. Communicate & Educate, 3. Technical Assistance and 4. Financial Incentives.

Cannon River Watershed Joint Powers Board

There was no Cannon River Watershed Joint Powers Board report.

Metropolitan Conservation Districts Joint Powers Board

There was no Metropolitan Conservation District Joint Powers Board report. The next meeting is scheduled for November 16, 2022.

Minnesota Association of Soil and Water Conservation Districts

Watson reported the MASWCD convention is December 12 – 14th. Registrations are due by December 1, 2022. He asked that Board supervisors coordinate registration with Diane. The MASWCD – Metro Area meeting will be held Friday, November 18th at the Ramsey County Public Works Building.

District Manager Report

Watson provided a summary and update on the Finance Committee meeting held on November 3. He also mentioned that a second board meeting in December will likely be needed to take action on landowner contracts and complete other business items for calendar year 2022. Watson reminded board members to use their Dakota County email account at least once every 90 days or risk losing the account.

Board of Supervisors Announcements

There were no Board of Supervisors reports.

21. Upcoming Events

Upcoming events were reviewed. The next SWCD Board meeting is scheduled for December 8, 2022.

22. Adjourn

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

The meeting was adjourned at 10:14 a.m.

Respectfully submitted,

Chelsea Skog
Secretary

**Dakota County SWCD
Balance Sheet
November 2022**

7.0 November Finance Report

ASSETS:

Cash in Checking - Castle Rock	\$58,025.71
Cash in Savings - Castle Rock	\$407,810.29
Cash in Checking - Vermillion Bank	\$30,870.08
Certificate of Deposits	\$400,472.05
Petty Cash	\$100.00

Total Cash:	\$897,278.13
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Accounts Receivable:

BWSR	2020 DC DW 10% Request (2020)	\$6,350.82
BWSR	2020 DC DW 10% Request (2021)	\$393.68
BWSR	2020 DC DW 10% Request (2022)	\$755.50
BWSR	2018 CWF TB 10% Request (2022)	\$9,967.35
Black Dog WMO	Q3 Invoice for Services	\$11,412.50
Lower Mississippi River WMO	Q3 Invoice for Services	\$25,960.00
MCD JPB	Q3 Invoice for Services	\$12,608.00
NCR WMO	Q2 & Q3 Invoice for Services	-\$0.11

Total Accounts Receivable:	\$67,447.74
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TOTAL ASSETS:	\$964,725.87
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LIABILITIES AND EQUITY:

Sales Tax Payable	\$1,811.45
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Unearned Revenue:

Buffer Law Funds 2021	\$17,176.78
Buffer Law Funds 2022	\$17,000.00
Conservation Delivery 2022	\$17,686.06
Conservation Delivery 2023	\$21,240.00
Local Capacity Services 2022	\$52,425.80
2018 CWF Trout Brook	-\$178.00
DC Drinking Water PP 2022	\$74,507.50
Met Council WOMP Funds	-\$2,042.71
State Cost Share 2021	\$9,005.48
State Cost Share 2022	\$22,054.00
State Cost Share 2023	\$22,054.00
2019 WBF Metro	\$38,450.23
WBIF 2021 Cannon River	\$23,488.16
WBIF 2021 Miss River East	\$16,127.00
WBIF 2021 MN River South	-\$9,842.62
WBIF 2021 Vermillion River	-\$15,749.15
DC Natural Resources Block Grant	\$71,694.50
DC Operating Allocation	\$27,608.50
Subtotal Unearned Revenue	\$402,705.53

Total Liabilities:	\$404,516.98
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Fund Balance Beginning of Year	\$689,287.45
YTD Net Income/loss	-\$129,078.56
Fund Balance End of Current Period	\$560,208.89

TOTAL LIABILITIES AND EQUITY:	\$964,725.87
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**Dakota County SWCD
Income and Expense Summary
November 2022**

	Current Month	Year to Date
Income		
County Revenues	\$27,608.50	\$585,691.32
State Revenues	\$279.08	\$343,387.56
Local Revenues	\$0.00	\$306,133.91
Interest Earnings	\$300.90	\$4,217.93
Charges for Services	\$1,500.00	\$22,500.00
Tree Program Revenues	<u>\$3,070.74</u>	<u>\$25,358.31</u>
Total Income	\$32,759.22	\$1,287,289.03
Expense		
County Expenses	\$9,966.85	\$93,175.48
State Expenses	\$5,067.50	\$97,943.17
Local Expenses	\$9,747.78	\$58,014.88
Operating Expenses	\$1,311.51	\$35,854.42
Payroll/Personnel Expenses	\$96,866.37	\$1,109,152.47
Project Expenses	\$1,128.45	\$5,918.33
Tree Program Expenses	<u>\$350.00</u>	<u>\$16,308.84</u>
Total Expense	\$124,438.46	\$1,416,367.59
Net Income	<u><u>-\$91,679.24</u></u>	<u><u>-\$129,078.56</u></u>

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

N/A

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize updates to bank signature authorities with Vermillion State Bank

SUMMARY:

With recent staff changes, coordination occurred with the Vermillion State Bank to determine the process for updating signature authorities. We currently have a checking account and certificates of deposit with the Vermillion State Bank.

Signature authorities to conduct business through the Vermillion State Bank will be provided to each elected Board Supervisor, the District Manager and the Finance and Grants Coordinator positions. Upon approval, the Vermillion State Bank will require new bank signature cards to be signed by each authorized representative.

EXPLANATION OF FISCAL/FTE IMPACT:

None

Supporting Documents:

Previous Board Action:

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Cancel Contract with Julie Larson for establishing cover crops

SUMMARY:

Julie Larson had a two-year contract (22-IPP-01) for 100 acres not to exceed \$7,000. The project was located in the Vermillion River Watershed. Cover crops were not seeded in 2022 which would have been year 1 of 2. Staff is recommending cancelling the contract.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds will become available to reallocate.

Supporting Documents:

None

Previous Board Action:

Motion 22.130 on 4/14/2022

Authorization to Execute Contract

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Cancel Contract with Paul Gergen for establishing a cover crop

SUMMARY:

Paul Gergen had a one-year contract (22-IPP-17) for 29 acres not to exceed \$725. The project was located in the Cannon River Watershed. Cover crops were not seeded due to harvest timing and crops coming off too close to or after the October 15th seeding deadline. Staff is recommending cancelling the contract.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds will now be available to reallocate.

Supporting Documents:

None

Previous Board Action:

Motion 22.149 on 5/12/2022
Authorization to Execute Contract

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payments of \$900, \$425, and \$375 to Paul Gergen under 3 separate contracts for establishment of cover crop (one-year).

SUMMARY:

Paul Gergen has completed the establishment of a cover crop on 68 acres in Hampton Township in the Cannon River Watershed.

The projects were approved for funding at the May 12, 2022 Board meeting with an incentive payment not to exceed \$25 per acre. Under each contract, incentives for establishing the cover crop include:

- 36 acres at \$900
- 17 acres at \$425
- 15 acres at \$375

A cover crop of oats, turnips, and radishes was seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health. Project seeding has been certified by staff.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our agreement with Dakota County.

Supporting Documents:

22-IPP-16 Gergen, Paul Cover Crop Factsheet
22-IPP-18 Gergen, Paul Cover Crop Factsheet
22-IPP-19 Gergen, Paul Cover Crop Factsheet

Previous Board Action:

Motion 22.149 on 5/12/22
Authorization to Execute
Contracts

PAUL GERGEN JR COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 8 tons of sediment per year prevented from traveling downstream
- 10 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

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Pine Creek

INSTALLATION:

- Summer/Fall 2022

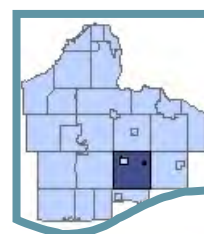
PROJECT: An oat, radish, and turnip mix was aerial seeded into 36 acres of standing corn. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$900
(36 acres x \$25 per acre x 1 year)



LOCATION:

Hampton
Township



PAUL GERGEN JR COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 2 tons of sediment per year prevented from traveling downstream
- 4 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

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Pine Creek

INSTALLATION:

- Fall 2022

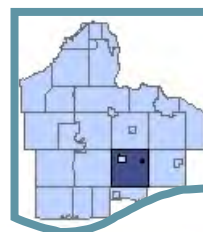
PROJECT: An oat, radish, and turnip mix was aerial seeded into 17 acres of corn. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$425
(17 acres x \$25 per acre x 1 year)



LOCATION:

Hampton
Township



PAUL GERGEN JR COVER CROP

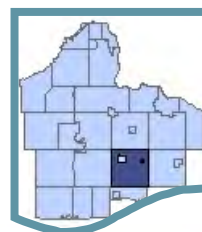


PROJECT: An oat, radish, and turnip mix was aerial seeded into 15 acres of soybeans. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: **Incentive Amount:** **\$375**
(15 acres x \$25 per acre x 1 year)



LOCATION:
Hampton
Township



PRACTICE:

- Cover Crop

BENEFITS:

- 1 ton of sediment per year prevented from traveling downstream
- 1 lb. 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

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Pine Creek

INSTALLATION:

- Summer/Fall 2022

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**Regular Agenda**

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize partial payments of \$2,625, \$1,645, and \$1,225 to Doug Wille under 3 separate contracts for establishing cover crops.

SUMMARY:

Doug Wille has completed the first year of his three-year contracts to establish cover crops on 157 acres. Two fields are located in Castle Rock Township in the Cannon River Watershed and one field is located in Hampton Township in the Vermillion River Watershed.

The projects were approved for funding at the May 12, 2022 Board meeting with incentive payments not to exceed \$35 per acre per year.

Approved Funding Amount:

- 75 acres not to exceed \$7,875
- 47 acres not to exceed \$4,935
- 35 acres not to exceed \$3,675

Payments each year for up to 3 years

\$2,625
\$1,645
\$1,225

A cover crop of winter cereal rye was seeded on each field in 2022 to provide temporary cover, reduce erosion, retain nutrients, and protect soil health.

Project seeding has been certified by staff. Under adopted policy, payment for the first year will be made upon certification of the installation and District Board approval. Payments for additional years will be approved by the District Manager after cover crop seeding has been completed for that year and certified by District staff provided there are no changes to the contract or practice installed.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our agreement with Dakota County and our FY22 CWF Drinking Water Protection Phase 2 grant.

Supporting Documents:

22-IPP-09 Wille, Doug Cover Crop Factsheet
22-IPP-10 Wille, Doug Cover Crop Factsheet
22-IPP-11 Wille, Doug Cover Crop Factsheet

Previous Board Action:

Motion 22.147 on 5/12/22
Authorization to Execute
Contracts



DOUG WILLE COVER CROPS



PRACTICE:

- Cover Crops

BENEFITS:

- 5 tons of sediment per year prevented from traveling downstream
- 9 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:

- Cannon River

RECEIVING WATERS:

- Dordan Creek

INSTALLATION:

- Fall 2022, 2023 and 2024

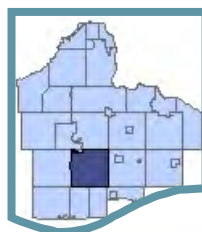
PROJECT: A winter cereal rye crop was planted on 75 acres following soybean harvest and will be planted for two additional years after corn and soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$7,875**
(75 acres x \$35 per acre x 3 year)



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

LOCATION:
Castle Rock
Township



DOUG WILLE

COVER CROP

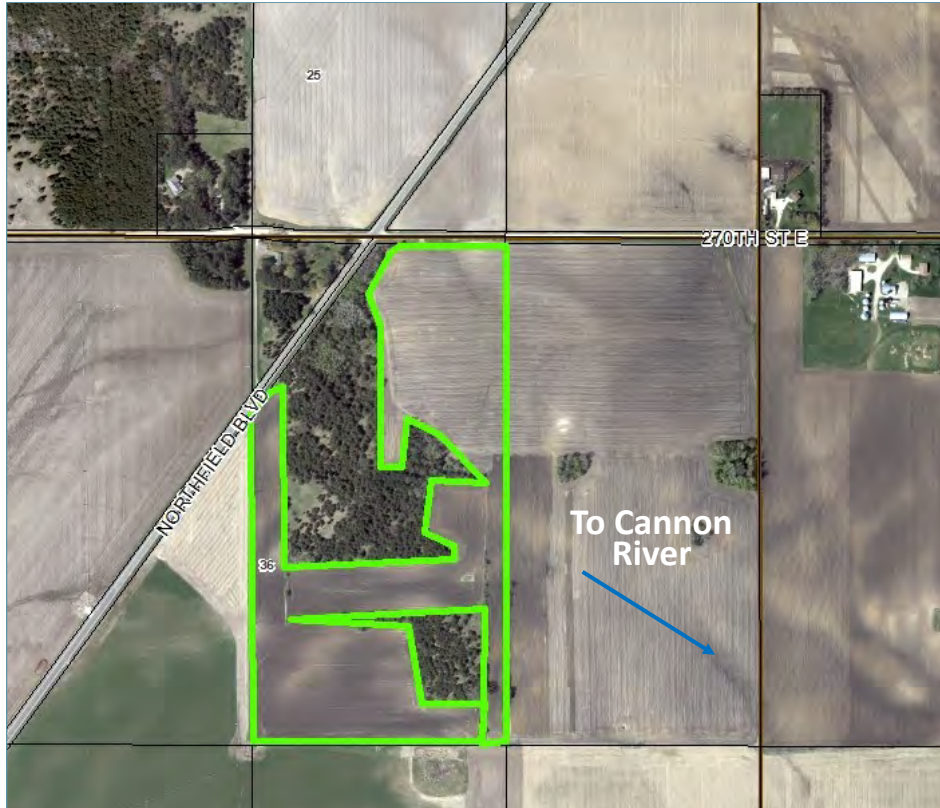


A winter cereal rye cover crop was planted in early October after soybean harvest.



The cover crop was visible several weeks after planting.

DOUG WILLE COVER CROPS



PRACTICE:

- Cover Crops

BENEFITS:

- 3 tons of sediment per year prevented from traveling downstream
- 5 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:

- Cannon River

RECEIVING WATERS:

- Dordan Creek

INSTALLATION:

- Fall 2022, 2023 and 2024

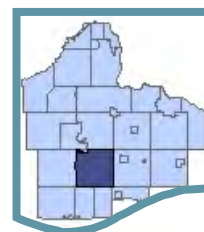
PROJECT: A winter cereal rye crop was planted on 47 acres following soybean harvest and a cover crop will be planted for two additional years after corn and soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$4,935**
(47 acres x \$35 per acre x 3 year)



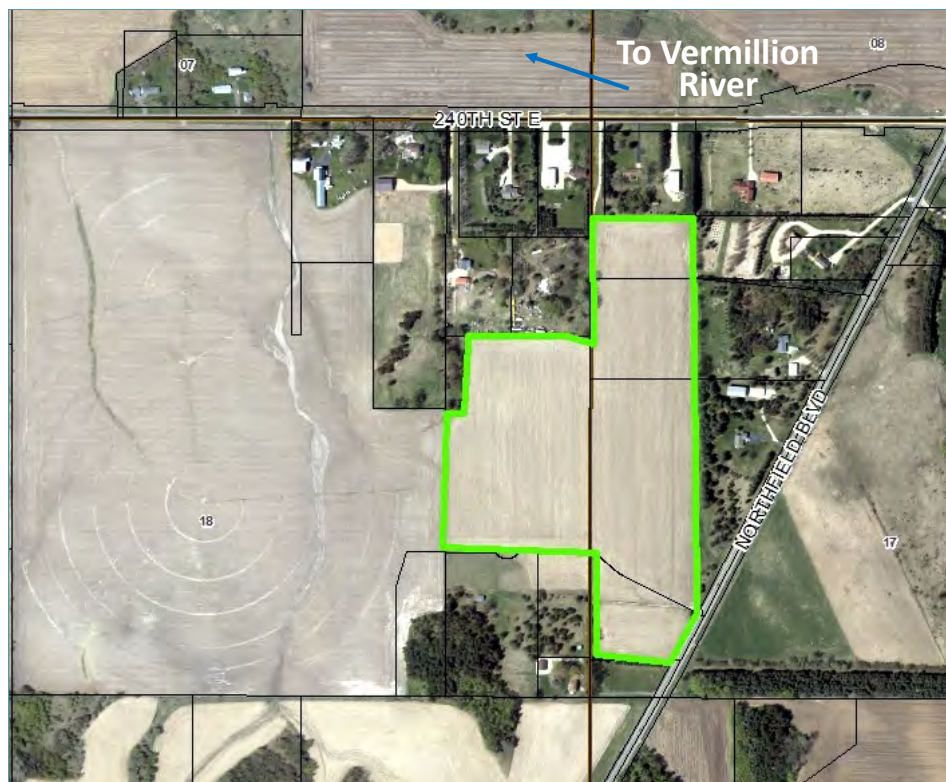
Clean Water Fund:
Protecting and restoring
Minnesota's waters for
generations to come.

LOCATION:
Castle Rock
Township





DOUG WILLE COVER CROPS



PRACTICE:

- Cover Crops

BENEFITS:

- 2 tons of sediment per year prevented from traveling downstream
- 4 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:

- Fall 2022, 2023 and 2024

PROJECT: A winter cereal rye crop was planted on 35 acres following soybean harvest and cover crops will be planted for two additional years after corn and soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

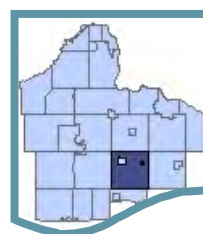
FUNDING: **Incentive Amount:** **\$3,675**
(35 acres x \$35 per acre x 3 year)



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

LOCATION:

Hampton
Township



DOUG WILLE

COVER CROP



A winter cereal rye cover crop was planted in early October after soybean harvest.



Cover crop growth was visible 3 weeks after planting

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$15,880.55 to Jim Perry for the installation of a water and sediment control basin.

SUMMARY:

James (Jim) Perry has completed the installation of a water and sediment control basin in Castle Rock Township, Vermillion River Watershed.

The project was approved for funding at the October 13, 2022 Board meeting at 85% cost share not to exceed \$17,510 and based on a cost estimate of \$20,600.

Project installation has been certified by SWCD staff. Final eligible expenses were \$18,683. Based on 85% of eligible expenses, staff is recommending final payment of \$15,880.55 to Jim Perry.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization and our FY22 State Cost Share grant.

Supporting Documents:

22-IPP-31 Perry, Jim WASC B Factsheet

Previous Board Action:

Motion 22.202 on 10/13/2022
Authorization to Execute Contract

JIM PERRY
WATER & SEDIMENT CONTROL BASIN



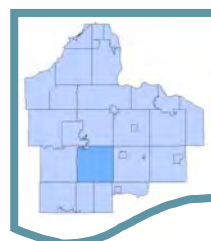
PROJECT: Surface water runoff was causing gullies to form in the field. A water and sediment control basin was constructed to capture runoff, release runoff through an underground tile that discharges to a stabilized outlet, and reduce future erosion.

FUNDING:	Estimated Project Cost:	\$18,683
	Cost Share Amount:	\$15,881
	Landowner Amount	\$2,802



LOCATION:

Castle Rock
Township



PRACTICE:

- Water and Sediment Control Basin

BENEFITS:

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

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Dakota County
- Minnesota Board of Water

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- South Branch Vermillion River

INSTALLATION:

- Fall 2022



Surface water runoff was causing erosion in the field prior to the start of the project.



The project area was surveyed and a water and sediment control basin was designed to capture runoff and slowly release it through an underground outlet.



After installation of the underground outlet, an embankment was constructed to capture and temporarily hold runoff.



Following embankment construction, the project was seeded and erosion control blanket was installed.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$29,686.25 to Randy Peine for the installation of two water and sediment control basins.

SUMMARY:

Randy Peine has completed the installation of two water and sediment control basins in Douglas Township, Cannon River Watershed.

The contract was approved at the September 8, 2022 Board meeting at 85% of actual costs, not to exceed \$21,505 and based on a cost estimate of \$25,300. After obtaining contractor estimates that were higher than the estimated cost, the contract was amended at the November 11, 2022 Board meeting to a new cost estimate of \$35,100 with cost share of 85% of actual costs, not to exceed \$29,835.

Project installation has been certified by SWCD staff. Final eligible expenses were \$34,925. Based on 85% of eligible expenses, staff is recommending final payment of \$29,686.25 to Randy Peine.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our FY18 Trout Brook Watershed Initiative Grant, the North Cannon River Watershed Management Organization through their FY19 Watershed Based Funding Grant, and our agreement with Dakota County.

Supporting Documents:

22-IPP-41 Peine, Randy WASCOBs Factsheet

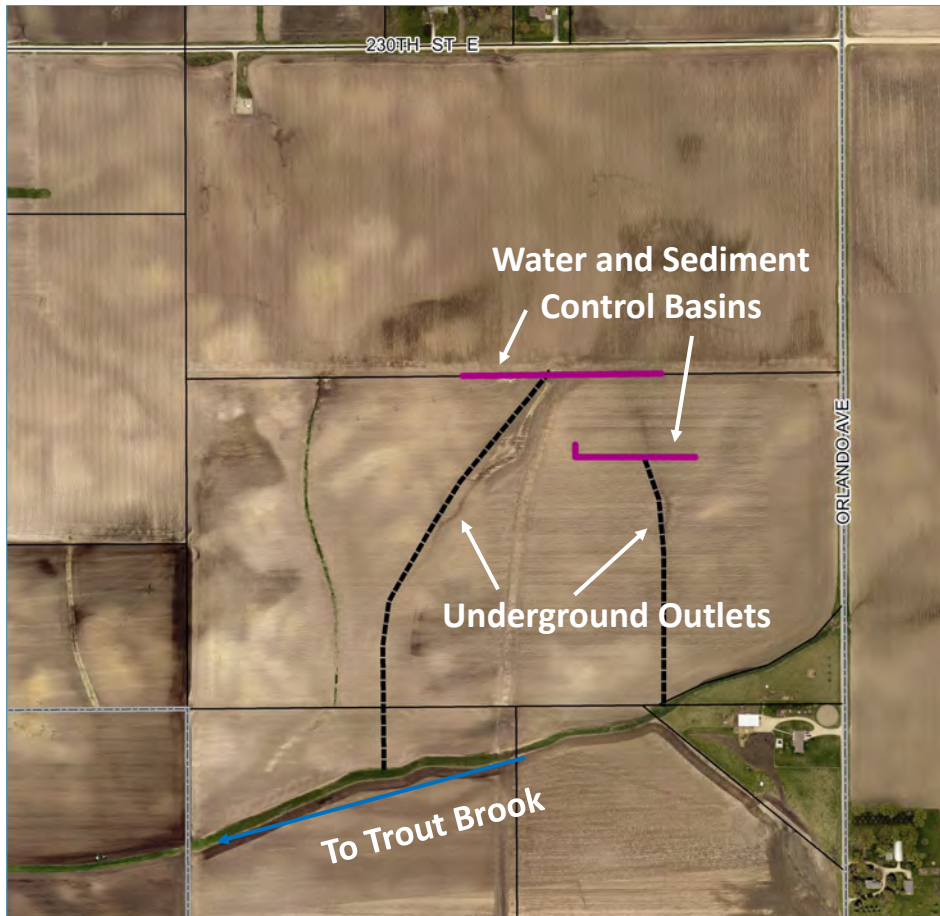
Previous Board Action:

Motion 22.195 on 9/8/2022
Authorization to Execute Contract

Motion 22.209 on 11/10/2022
Authorization to Amend Contract

RANDY PEINE

WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Water and Sediment Control Basins

BENEFITS:

- 17 tons of soil per year prevented from traveling downstream
- 1 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Dakota County
- Minnesota Board of Water and Soil Resources

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Trout Brook

INSTALLATION:

- Fall 2022

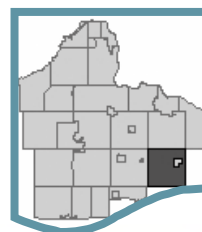
PROJECT: Surface water runoff had caused erosion in the field. Two water and sediment control basins were constructed to capture runoff and slowly release it through underground outlets.

FUNDING:	Total Project Cost:	\$34,925
	Cost Share Amount:	\$29,686
	Landowner Amount	\$5,239



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

LOCATION:
Douglas Township





Surface water runoff was causing erosion in the field. A typical basin was planned at the first (north) location.



A farmable basin was planned at the second (south) location.



Topsoil was removed and stockpiled, an underground outlet was installed, and the basin and embankment were shaped.



After shaping, topsoil was spread throughout the area.



The embankment on the first basin was completed and was then seeded and mulched.



The second basin has embankment slopes that are flat enough to be farmable.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$20,404 to Alan Storlie for the installation of two water and sediment control basins.

SUMMARY:

Alan (Al) Storlie has completed the installation of two water and sediment control basins in Eureka Township, Vermillion River Watershed.

The project was approved for funding at the September 8, 2022 Board meeting at 85% cost share not to exceed \$28,730 and based on a cost estimate of \$33,800.

Project installation has been certified by NRCS local field office staff. Final eligible expenses were \$24,005. Based on 85% of eligible expenses, staff is recommending final payment of \$20,404.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our agreement with the Vermillion River Watershed Joint Powers Organization and our FY21 State Cost Share grant.

Supporting Documents:

22-IPP-28 Storlie, Al WASCOBs Factsheet

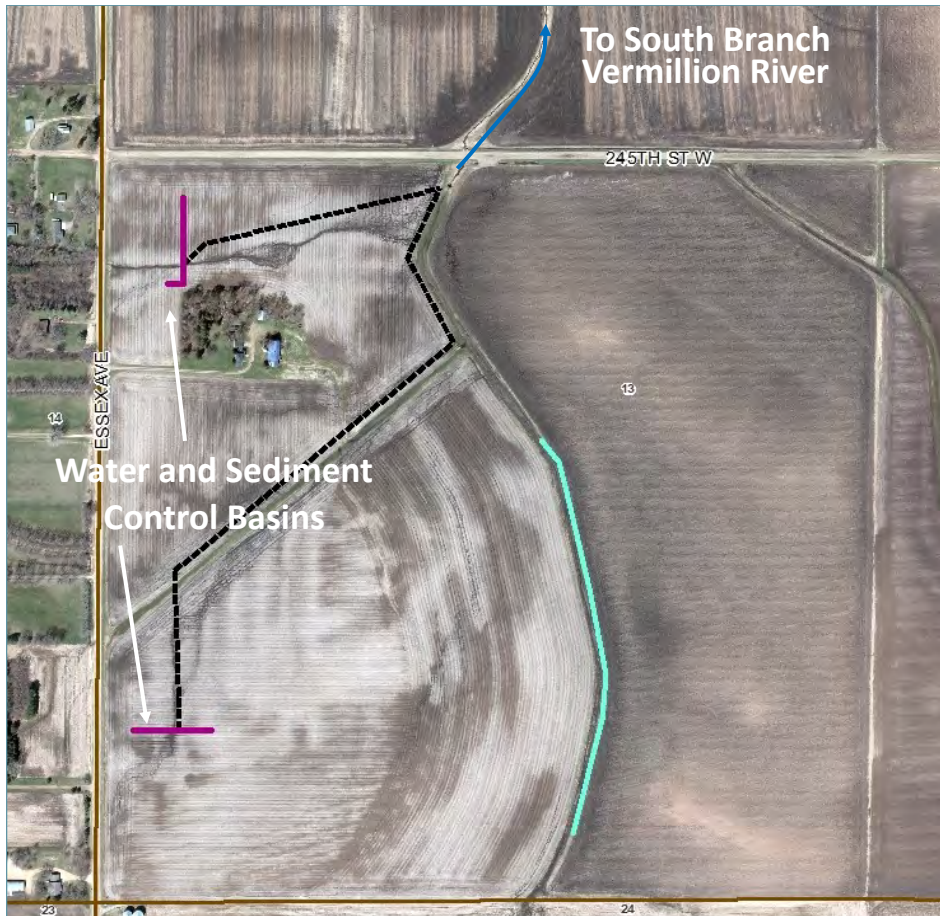
Previous Board Action:

Motion 22.195 on 9/8/2022

Authorization to Execute Contract

AL STORLIE

WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Water and Sediment Control Basins
- Grassed Water ways

BENEFITS:

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

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Minnesota Board of Water and Soil Resources
- USDA - Natural Resources Conservation Service

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- South Branch Vermillion River

INSTALLATION:

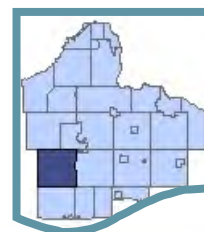
- Fall 2022

PROJECT: Surface water runoff was causing gullies to form in the field. Two water and sediment control basins were constructed to capture runoff and slowly release it through an underground outlet.

FUNDING:	Final Project Cost:	\$24,005
	Cost Share Amount:	\$20,404
	Landowner Amount	\$3,601



LOCATION:
Eureka Township





Underground outlets were installed for each basin. The outlets will slowly release water to the downstream channel.



Earthen embankments were constructed to capture and temporarily hold surface water runoff.



Riser inlets were installed to control the rate of water release from the basin.



The embankments on each of the water and sediment control basins were seeded with perennial vegetation and mulched.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$32,734.35 to the City of Rosemount for the installation of a bioretention basin.

SUMMARY:

The City of Rosemount has completed the installation of a bioretention basin (raingarden) at Jaycee Park within the Vermillion River Watershed.

The project was approved for funding at the September 8, 2022 Board meeting at 85% cost share not to exceed \$50,000 and based on a cost estimate of \$60,200.

Project installation has been certified by SWCD staff. Final eligible expenses were \$38,511. Staff is recommending final payment of \$32,734.35 to the City of Rosemount.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our FY19 Watershed Based Funding grant and our annual agreement with the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

22-CCP-01 Jaycee Park Bioretention Factsheet

Previous Board Action:

Motion 22.197 on 9/8/2022

Authorization to Execute Contract



CITY OF ROSEMOUNT JAYCEE PARK RAINGARDEN



BEFORE



AFTER

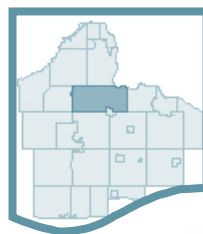
PROJECT: The City of Rosemount installed a bioretention basin (raingarden) at Jaycee Park. The basin captures runoff from the parking lot and nearby ball field. Runoff captured in the raingarden can infiltrate into the ground rather than traveling downstream through the storm sewer system.

FUNDING:	Final Project Cost:	\$38,511
	Cost Share Amount:	\$32,734
	Landowner Amount	\$5,777



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

LOCATION:
Rosemount, MN



PRACTICE:

- Bioretention Basin (Raingarden)

BENEFITS:

- 0.22 tons of sediment per year prevented from traveling downstream
- 1.4 lbs. of phosphorous per year prevented from traveling downstream
- 28,000 cubic feet per year reduction in stormwater runoff from site

PARTNERS:

- City of Rosemount
- Vermillion River Watershed Joint Powers Organization
- Minnesota Board of Water and Soil Resources

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Shannon Pond

INSTALLATION:

- Fall 2022



The existing soils were removed down to well-draining subsoils.



A sand and compost soil mix was added to the basin. The soil mixture is permeable and supports plant growth.



Inlet structures were installed to filter coarse sediment from runoff as it enters the basin.



The basin was final graded, side slopes seeded with turf, and prepared for plantings.



A native shrub planting was installed that will provide easy maintenance for City staff.



The existing curb was removed and concrete chutes were poured to allow water into the basin.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize execution of a Joint Powers Agreement with the Black Dog Watershed Management Organization for 2023 services.

SUMMARY:

Staff has drafted and presented a 2023 work plan and budget to the Black Dog Watershed Management Organization (BDWMO). The work plan and budget includes Education and Outreach Assistance, Technical Assistance and Cost Share under our Landscaping for Clean Water program.

The workplan and budget includes a total amount not to exceed \$28,900 which is a \$15 decrease from the previous year. The draft work plan and budget has been reviewed by staff and is scheduled to be on an upcoming BDWMO Board meeting agenda.

EXPLANATION OF FISCAL/FTE IMPACT:

Services to the BDWMO will be added to the budget and staff work plan for 2023.

Supporting Documents:

2023 SWCD Work Pan and Budget with BDWMO

Previous Board Action:

None

2023 Work Plan and Budget
Black Dog Watershed Management Organization

Task	Calculation			Expense
	Hours	Rate	Fees	
Education and Outreach				
Black Dog WMO Website Updates and Maintenance	20	\$90.00	\$1,000.00	\$2,800.00
Host and maintain web site as required by BWSR to provide meeting information, plans, reports, grants or other information.			Fee is for web hosting	
Landscaping for Clean Water Workshops			\$12,600.00	\$12,600.00
Provide access to the Landscaping for Clean Water: Introduction Class Materials, Design Course Materials and Maintenance Workshop. <i>(Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance. Some classes will be virtual in 2023)</i>			Introduction Class= \$3,600 Design Course= \$7,200 Maintenance Workshop= \$1,800	
Education and Outreach Subtotal				\$15,400.00
Technical Assistance				
	Hours	Rate	Fees	
Landscaping for Clean Water - Project Installs			\$9,000.00	\$9,000.00
Technical assistance to homeowners including layout, mid-point and final inspections for raingardens, native plantings and shoreline stabilizations.			\$500 times 18 projects	
Technical Assistance Subtotal				\$9,000.00
Cost Share				
			Fees	
Landscaping for Clean Water - Landowner Grants			\$4,500.00	\$4,500.00
Provide cost share to landowners for projects including			\$250 times 18 projects	
Cost Share Subtotal				\$4,500.00
Total Agreement Not-to Exceed				\$28,900.00

Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work progresses. If proposed changes are to exceed the total agreed amount, this work plan can be amended as jointly approved by the BDWMO and SWCD.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Authorize execution of a Joint Powers Agreement with the North Cannon River Watershed Management Organization for 2023 services.

SUMMARY:

Staff has drafted and presented a 2023 work plan and budget to the North Cannon River Watershed Management Organization (NCRWMO) Board. The work plan and budget includes administration tasks, technical assistance including water quality monitoring, cost-share for projects (which is typically used to leverage grant dollars) and support for the installation of projects under the Landscaping for Clean Water Program.

The 2023 work plan and budget includes a total amount not to exceed \$43,659 which is a \$1,626 increase from previous year. The NCRWMO Board approved the 2023 work plan and budget at their November 16, 2022 meeting.

EXPLANATION OF FISCAL/FTE IMPACT:

Services to the NCRWMO will be added to the budget and staff work plan for 2023.

Supporting Documents:

2023 SWCD Work Plan and Budget with NCRWMO

Previous Board Action:

None

2023 Work Plan and Budget
North Cannon River Watershed Management Organization

Task	Calculation			Sub-total
	Hours	Rate	Fees	
Administration				
Financial Reports and Budget Performance	10	\$90.00	\$0.00	\$900.00
Calculate and report for each meeting fund balances on CDs, savings, and checking accounts and update budget performance report, assist Auditor with audit as needed.				
Board Meeting Preperation - Based on 4 Meetings	60	\$90.00	\$100.00	\$5,500.00
1) Assemble Board packet 2) Meeting space coordination 3) Maintain Board Member list 4) Distribute packet, agenda, minutes		Fee is for paper and postage		
Annual Reports and Plans	25	\$90.00	\$0.00	\$2,250.00
Meet BWSR requirements by developing and submitting reports.				
Annual Budget and Dues	15	\$90.00	\$0.00	\$1,350.00
Prepare annual budget. Calculate dues based on tax capacity. Invoice members for payment.				
Watershed Management Plan	80	\$90.00	\$0.00	\$7,200.00
Coordinate with the consultant, Board and partners on developing the 4th generation Plan. Lead public engagement strategies and the Plan approval process.		Coordination 40 hours Approval process 40 hours		
General Correspondence	40	\$90.00	\$0.00	\$3,600.00
Coordinate with local, regional and state entities.				
Administration Total				\$20,800.00

Education and Outreach	Hours	Rate	Fees	Sub-total
Website Hosting and Maintenance	20	\$90.00	\$1,000.00	\$2,800.00
Host and maintain a website, as required by BWSR, with meeting information, plans, reports, grants and other information.		Fee is for web hosting		
Advocacy and Outreach	25	\$90.00	\$0.00	\$2,250.00
Implement the advocacy, education and outreach strategies within the Watershed Management Plan.				
Landscaping for Clean Water (LCW)			\$1,800.00	\$1,800.00
Provide access to the Landscaping for Clean Water: Introduction Class Materials, Design Course Materials and Maintenance Workshop <i>Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance. Note: classes may be virtual in 2023</i>		Lump fee for NCRWMO residents to participate in LCW		
Education and Outreach Total				\$6,850.00

2023 Work Plan and Budget
North Cannon River Watershed Management Organization

Technical Assistance	Hours	Rate	Fees	
Water Monitoring	95	\$90.00	\$1,209.00	\$9,759.00
Staff time for routine and event sampling. Lab analysis for bacteria, nutrients and soils. Data analysis, compliation and reporting to MPCA. Create report and present findings to NCRWMO Board.			Fee is for 12 samples Estimated 8 routine and 4 runoff events at \$90.25 each Plus 8 chloride samples at \$15.75	
Landscaping for Clean Water			\$1,500.00	\$1,500.00
Technical assitance to homeowners including layout, mid-point and final inspections for raingardens, native plantings and shoreline stabilizations.			\$500 times 3 projects	
Conservation Projects			\$1,000.00	\$1,000.00
Technical and administrative assistance to execute landowner contracts, provide construction oversight and certify completion of the project.				
Technical Assistance Total				\$12,259.00

Cost Share		Fees	
Landscaping for Clean Water		\$750.00	\$750.00
Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies.			\$250 times 3 projects
Conservation Projects		\$3,000.00	\$3,000.00
Provide cost share to landowners for implementing conservation projects through existing SWCD cost share programs.			
Cost Share Total			\$3,750.00

Total Agreement Not-to Exceed			\$43,659.00
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Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work progresses. If proposed changes are to exceed the total agreed amount, this work plan will then be amended and re-executed by the NCRWMO and SWCD.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize execution of a joint power's agreement with the Metropolitan Conservation Districts Joint Powers Board for Engineering and Technical Assistance Special Program services.

SUMMARY:

The Metropolitan Conservation Districts Joint Powers Board (MCD) consists of 11 members including Anoka, Carver, Chisago, Dakota, Isanti, Sherburne, Scott, Washington and Wright soil and water conservation districts, and Hennepin and Ramsey County.

The MCD implements several special programs including an Engineering and Technical Assistance (ETA) Program. Since 2016 the Dakota SWCD has served as the Host district for the ETA program to coordinate State grant funds among the Members, gather and generate reporting documents required by the State and provide information at MCD Joint Powers Board meetings.

The MCD Joint Powers Board took action at their November 16, 2022 meeting to approve a new joint powers agreement with the Dakota SWCD for providing ETA Program services. The agreement includes a term of January 1, 2023 through December 31, 2025. Total reimbursement over the 3-year period includes a not to exceed amount of \$43,500.

EXPLANATION OF FISCAL/FTE IMPACT:

Revenues and staff time for providing ETA services will be included into budgets and staff work plans over the three year period.

Supporting Documents:

Joint Powers Agreement between MCD and Dakota SWCD

Previous Board Action:

None

**JOINT POWERS AGREEMENT BETWEEN THE METROPOLITAN SOIL AND WATER
CONSERVATION DISTRICTS TECHNICAL SERVICE AREA JOINT POWERS BOARD AND
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR ENGINEERING AND
TECHNICAL ASSISTANCE SPECIAL PROGRAM SERVICES**

January 1, 2023 through December 31, 2025

THIS AGREEMENT (Agreement) is made by and between the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board, also referred to as Metro Conservation Districts (MCD) and the Dakota Soil and Water Conservation District (Host District).

WHEREAS, MCD is a joint powers board created to assist with special programs for the mutual benefit of its members; and

WHEREAS, the members of MCD are located in the State of Minnesota Board of Water and Soil Resources (BWSR) Technical Service Area 4 which serves the eleven county metropolitan area; and

WHEREAS, the MCD Board reviewed and submitted, or will review and submit, a Non Point Engineering Assistance Program (NPEAP) Base Grant request and an Enhanced Shared Technical Services Grant request to BWSR, hereafter referred to as Engineering and Technical Assistance (ETA), for providing assistance to landowners in the metropolitan area for non point engineering projects and operating expenses; and

WHEREAS, ETA is a special program of the MCD and is included in the MCD 2023-2025 Plan of Work and Budget and amendments thereto, incorporated herein by reference and kept at the office of the MCD Administrative Services Provider; and

WHEREAS, the Districts through approval of the MCD 2023-2025 Plan of Work and Budget agree MCD may enter into this agreement with a District to provide Host services to the MCD for the ETA Program in accordance with the aforementioned work plan and grant agreements; and

WHEREAS, Minnesota Statutes, Section 471.59, Subd. 10 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties and as such the Host District may enter into this Agreement with MCD to perform on behalf of MCD any service or function that the Host District is authorized to provide for itself.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

1. **Term.** Notwithstanding the date of the signatures of the parties, the term of this Agreement is January 1, 2023 through December 31, 2025 or until terminated by law or in accordance with the terms of this Agreement.
2. **Purpose.** The purpose of this Agreement is to codify the obligations of the MCD, ETA Participants, and the ETA Host District as defined in the MCD 2023-2025 Plan of Work and Budget
3. **Services.** The MCD requests and the Host District agrees to provide ETA Host services as defined in the MCD 2023-2025 Plan of Work and Budget.
4. **Payment.** The MCD will pay the ETA Host District for services in the amount of \$43,500 as provided in the MCD 2023-2025 Plan of Work and Budget, as amended. The Host District will submit an invoice to MCD for payment under this Agreement based on actual hours worked, at the most current BWSR billable rate.
5. **Independent Contractor.** The Host District is an independent contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee between the MCD and the Host District.

6. **Indemnification.** The Host District agrees to indemnify and save and hold the MCD, its officers, employees and agents harmless from any and all claims or causes of action arising from the performance of this Agreement by the Host District or its officers, employees and agents. This paragraph does not bar any legal remedies the Host District may have against MCD for its failure to fulfill its obligations under this Agreement. The Host District will reimburse the MCD for reasonable attorneys' fees if MCD is the prevailing party in litigation to enforce any of the terms of this Agreement.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

7. **Insurance.** The Host District will procure insurance necessary to cover the errors and omissions of the Host District's employees performing services under the terms of this Agreement.
8. **Compliance with Laws.** The parties shall abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of the Host District.
9. **Ownership.** All work product, data compilations, and materials of any kind prepared pursuant to this Agreement, regardless of the format in which they exist will become the sole and exclusive property of the MCD upon the completion of this Agreement. However, any of MCD's member Districts may use portions or excerpts from the materials prepared pursuant to this Agreement. It is further agreed that the MCD and its member Districts have unlimited rights to use, duplicate and make derivative works of the same, with no obligation for an accounting to the Host District.
10. **Records/Audits.** The Host District's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the MCD and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The Host District agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
11. **Data Privacy.** For purposes of this Agreement all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy.
12. **Non-Discrimination.** The Host District agrees that, in coordinating the hiring of all labor for the performance of any work under this Agreement, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. The Host District agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. When required by law or requested by the MCD, the Host District shall furnish a written affirmative action plan.
13. **Termination.** This Agreement terminates on December 31, 2025 or, if earlier when BWSR grant funding is no longer available. Either party may terminate this Agreement with or without cause with 90 days prior written notice to the other party.

DRAFT

- 14. Amendments.** Any amendment to this Agreement shall be in writing and signed by the same parties who signed the original Agreement or their successors in office. An Amendment must be requested in writing before the end of this Agreement.
- 15. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

**METROPOLITAN SOIL AND WATER CONSERVATION DISTRICTS TECHNICAL SERVICE AREA
JOINT POWERS BOARD**

BY: _____ Date _____
Chair, MCD Board

Pursuant to action taken by the MCD Board on _____.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY: _____ Date _____
Chair, Board of Supervisors

Pursuant to action taken by the District's Board of Supervisors on _____.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize execution of a joint powers agreement with the Cannon River Watershed Joint Powers Board for 2023 to 2025 services.

SUMMARY:

The Cannon River Watershed Joint Powers Board (CRWJPB) approved administrative roles and associated costs for implementing the Cannon River Comprehensive Watershed Management Plan at their October 5, 2022 meeting. The following roles and responsibilities have been identified:

Administration – Rice Soil and Water Conservation District

Fiscal Agent – Rice Soil and Water Conservation District

Education and Outreach – Rice Soil and Water Conservation District

Technical Assistance and Cost Share (TACS) – Dakota County Soil and Water Conservation District

Accelerated Implementation and Measuring (AIM) – Dakota County Soil and Water Conservation District

A single joint powers agreement has been drafted on behalf of the CRWJPB for both the Rice Soil and Water Conservation District (RSWCD) and the Dakota County Soil and Water Conservation District (DCSWCD). The term of the agreement will be from January 1, 2023 to December 31, 2025. The services to be provided are identified in Exhibit 1 of the agreement and include a total amount not to exceed \$200,100 over the 3-year term.

As with the previous agreement, reciprocity between the RSWCD and DCSWCD for the various roles is allowed. The exception will be responsibilities under the Fiscal Agent role – services under the Fiscal Agent Role can only be provided by the RSWCD.

EXPLANATION OF FISCAL/FTE IMPACT:

Workload and tasks will be incorporated into the 2023, 2024 and 2025 staff work plans.

Supporting Documents:

Joint Power Agreement between CRWJPB and RSWCD and DCSWCD

Previous Board Action:

None

JOINT POWERS AGREEMENT

RECITALS

This Joint Powers Agreement is made and entered into by and between the Cannon River Watershed Joint Powers Organization, acting through the Cannon River Watershed Joint Powers Board (CRWJPB), and Soil and Water Conservation Districts of Rice County and Dakota County, each acting through its Board of Supervisors (collectively referred to as the “parties”).

WHEREAS, pursuant to Minn. Stat. §471.59, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers and the agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units; and

WHEREAS the Cannon River Watershed Joint Powers Organization (CRWJPO) is a watershed management body consisting of the counties and soil and water conservation districts of Dakota, Goodhue, Le Sueur, Rice, Steele and Waseca, the Belle Creek Watershed District and the North Cannon River Watershed Management Organization and governed by the CRWJPB, which is charged with carrying out the duties set forth in Minn. Stat. §103B.801; and

WHEREAS, the CRWJPB has the responsibility to prepare, adopt and implement work plans and budgets that cover internal operations, program implementation and grant administration for the mutual benefit of its members; and

WHEREAS, the Soil and Water Conservation Districts of Rice County and Dakota County (referred to collectively as the “Partners”) desire to cooperate and share the responsibility of providing administrative and program services to the CRWJPO, which include, but are not limited, to the roles and responsibilities adopted by the CRWJPB on October 5th, 2022 (Exhibit 1).

WHEREAS roles and responsibilities for providing administrative and program services may be reciprocal between the Rice Soil and Water Conservation District (RSWCD) and the Dakota County Soil and Water Conservation District (DCSWCD) upon mutual agreement between the two Partners, excluding however those roles and responsibilities of fiscal agent which will be the sole responsibility of RSWCD;

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

I. RECITALS

The recitals set forth in the WHEREAS clauses above are incorporated by reference as if fully set forth herein.

II. PURPOSE

This Agreement defines the roles and responsibilities of the Partners when providing support in administrative and program services, as described in Exhibit 1, to the CRWJPO.

II. TERM

This Agreement shall be effective on January 1st, 2023 and shall automatically terminate on December 31, 2025 or in accordance with the terms of this Agreement.

III. SCOPE OF SERVICES

- A. The Partners shall cooperate and use their reasonable efforts to provide the services described in Exhibit 1, attached hereto and incorporated herein by reference.
- B. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Partner's profession currently practicing under similar conditions.
- C. The CRWJPB, on behalf of the CRWJPO, and the Partners agree to perform their respective obligations under this Agreement in a timely manner and shall keep each other informed of any delays that may occur.
- D. In addition to the performance of services as described in Exhibit 1, the Partners agree to provide complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement.
- E. In all publications, press releases, or presentations to the public related to the services provided under this Agreement, the Partners shall acknowledge funding by the CRWJPO for all or part of the costs of making such information available to the public.

IV. TOTAL COST AND PAYMENT

- A. Payment under this Agreement shall be the responsibility of CRWJPB on behalf of CRWJPO and shall be made consistent with this Agreement.
- B. The total amount to be paid by the CRWJPB for all services provided pursuant to this Agreement shall not exceed Two Hundred Thousand One Hundred Dollars and No/100 Cents (\$200,100.00).
- C. The Partners shall submit quarterly invoice(s) on a form acceptable to the CRWJPB for payment under this Agreement based on actual hours worked at a rate of the most current BWSR billable rate.
- D. Payment shall be made within thirty (30) days after receipt of the quarterly invoice(s) and approval by the CRWJPB, provided all elements of the contract are or continued to be fulfilled, which include satisfactory completion of the services outlined herein, as determined by the CRWJPB.
- E. The CRWJPB on behalf of CRWJPO may refuse to pay any claim that is not specifically authorized by the Agreement. Payment of a claim shall not preclude the CRWJPO from questioning the propriety of the claim. The CRWJPB on behalf of CRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

- F. In the event this Agreement is terminated before the completion of services, the CRWJPB on behalf of CRWJPO shall pay the Partner's for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based on actual time spent. In no case shall such payment exceed the total cost of this Agreement.
- G. The Partners shall provide at their own expense any and all necessary stationary, office supplies, office equipment, including, but not limited to duplication equipment, dictating equipment, computers and telephones, and necessary equipment or supplies needed to provide services pursuant to this Agreement.

V. MUTUAL INDEMNIFICATION

- A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

VI. RECORDS AUDITING, RETENTION, AND DATA PRACTICES

- A. Books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. §16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.
- B. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the parties because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

VII. WAIVER

- A. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

VIII. MODIFICATIONS/AMENDMENT

- A. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of each party.

IX. SEVERABILITY

- A. The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

X. FINAL AGREEMENT

- A. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

XI. TERMINATION

- A. Any party may terminate this agreement without cause by giving 30 day written notice of its intent to terminate to the other parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- B. Notwithstanding any provision of this Agreement to the contrary, the CRWJPB, on behalf of the CRWJPO, may immediately terminate this Agreement if it does not obtain funding from the Minnesota legislature, Minnesota Agencies or other funding sources, or if it's funding cannot be continued at a sufficient level to allow payment of the amounts due under this Agreement.
- C. Emailed notice of termination sent by the CRWJPB, on behalf of the CRWJPO, to the Partners sufficient notice under this section. The CRWJPB, on behalf of the CRWJPO, is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Neither the CRWJPB nor the CRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

XII. GENERAL PROVISIONS

- A. The Partners agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Partners are responsible.
- B. The Partners and its respective employees or agents shall not be deemed as employees of the CRWJPB or the CRWJPO. The CRWJPB or the CRWJPO and its respective employees or agents shall not be deemed as employees of the Partners.

- C. The Partners will procure insurance necessary to cover the errors and omissions of the Partner employees performing services under the terms of this Agreement.
- D. Exhibit 1 is attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Exhibit, the terms of this Agreement shall govern.
- E. No party to this Agreement shall be liable to the other parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside of defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- F. The parties shall in good faith attempt to settle any dispute arising under this Contract.

XII. AUTHORIZED REPRESENTATIVES AND LIASONS

The following named persons are designated the Authorized Representatives of the parties for the purposes of this Agreement. These persons have authority to bind the respective party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to Authorized Representatives otherwise stated in the Agreement, or in modification to the Agreement.

At the time of execution of this Agreement, the following persons are the authorized representatives:

- | | |
|---------|---|
| CRWJPO: | Steven Rohlfing, Chair
Cannon River Watershed Joint Powers Organization
c/o Rice Soil and Water Conservation District
1810 30 th Street NW
Faribault, MN 55021 |
| RSWCD: | Richard Cook, Chair
Rice Soil and Water Conservation District
1810 30 th Street NW
Faribault, MN 55021 |
| DCSWCD: | Laura Zanmiller, Chair
Dakota County Soil and Water Conservation District
4100 220 th Street West, Suite 102
Farmington, MN 55024 |

- A. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the CRWJPO and the Partners. The CRWJPO and the Partners shall keep each other continually informed of any change to the designated liaison.

At the time of execution of this Agreement, the following persons are the designated liaisons:

CRWJPO Liaison: Steven Rohlffing, CRWJPB Chair
Le Sueur County Board of Commissioners
Telephone: (507) 317-5095
Email: srohlffing@co.le-sueur.mn.us

RSWCD Liaison: Steve Pahs, District Manager
Rice Soil and Water Conservation District
Telephone: (507) 332-5408
Email: steven.pahs@riceswcd.org

DSWCD Liaison: Brian Watson, District Manager
Dakota County Soil and Water Conservation District
Telephone: (651) 480-7778
Email: brian.watson@co.dakota.mn.us

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper person thereunto duly authorized. By signing this Agreement, the parties acknowledge that they have read, understand, and agreed to abide by all its conditions as stipulated.

CANNON RIVER WATERSHED JOINT POWERS BOARD

By  Date 10/5/22
Steven Rohlffing, Chair

Pursuant to action taken by the CRWJPB on 10/5/2022

RICE SOIL AND WATER CONSERVATION DISTRICT BOARD

By  Date 10/12/22
Richard Cook, Chair

Pursuant to action taken by the RSWCD Board on _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT BOARD

By _____ Date _____
Laura Zanmiller, Chair

Pursuant to action taken by the DCSWCD Board on _____

Cannon River Watershed Joint Powers Organization Roles and Responsibilities

Member Dues: \$5,000 (annual estimate)
BWSR WBIF Grant: \$56,700 (annual estimate)
Metro BWSR WBIF Grant: \$5,000 (annual estimate)
Other Grants: TBD

Administration – Administrator, Rice SWCD Host

Cost: Billable rate not to exceed \$15,500/year or \$46,500 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$15,500)*

Potential Tasks Identified:

- Serves as day to day contact
- Prepares meeting agendas and minutes for CRWJPB, TAG and PWG
- Develops Board Operating Rules
- Liaison to legal council
- Prepares and routes agreements for signature
- Drafts budgets and annual plans of work for review by staff and approval by Board
- Reports accomplishments in grantor's reporting system
- Coordinate with Special Program hosts to track maintain accurate accounting
- Applies for grants with assistance to write grants also provided from other members.

Administration - Fiscal Agent, Rice SWCD Host

Cost: Billable rate not to exceed \$10,500/year or \$31,500 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$10,500)*

Potential Tasks Identified:

- Establishes a bank account solely for the CRWJPO
- Develops record retention policy, houses and distributes official records
- Obtain and hold necessary insurances for CRWJPO
- Submits invoices and collects membership dues
- Prepares quarterly Treasurer's and accounting transaction reports
- Prepares invoices or issues payments of approved invoices for services
- Compile records for annual audits
- Reports on Federal or State grant financial activities

Plan Implementation - Education and Outreach (EO), Rice SWCD Host

Cost: Billable rate not to exceed \$15,200/year or \$45,600 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$15,200)*

Potential Tasks Identified:

- Lead Contact for developing and implementing EO Plan
- Maintains CRWJPO web site
- Manages contracts and deliverables for EO activities
- Develops EO materials for use by Members
- Develops news releases or newsletters
- Develops Fact Sheet template for installed cost share projects for use by Members
- Coordinates with others such as CRWP, CRAC to encourage partnerships and consistent messaging.
- Develops demonstration or research sites, volunteer programs and recognition programs
- Coordinates EO efforts such as soil health team, MIDS adoption
- Develops EO opportunities and serves as facilitator for workshops, field tours or events
- Assists in drafting EO section of work plans and budgets
- Assists with reporting accomplishments in grantor's reporting system

Plan Implementation - Technical Assistance and Cost Share (TACS), Dakota County SWCD Host

Cost: Billable rate not to exceed \$15,500/year or \$46,500 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$15,500)*

Potential Tasks Identified:

- Develops methods for Members to report staff time and landowner cost share
- Develops and approves quarterly reports for Member reimbursements
- Develops and maintains cost share policies for staff review and Board approval
- Ensures sufficient documentation is provided for documenting landowner payments/cost share
- Prepares and submits reimbursement request to Fiscal Agent for Member payments
- Ensure that adequate match is provided and recorded
- Manages contracts and deliverables for TACS activities
- Assists in drafting TACS section of work plan and budgets
- Assists with reporting accomplishments in grantor's reporting system

Plan Implementation – Accelerated Implementation and Measuring (AIM), Dakota County SWCD Host

Cost: Billable rate not to exceed \$10,000/year or \$30,000 under three-year agreement through 12/31/2025

¹*Fund Sources: Membership Dues (\$5,000) and Grants (\$5,000)*

Potential Tasks Identified:

- Contact for lake management studies
- Contact for flood studies
- Contact for PTMAApp or alternative modeling development
- Manages contracts and deliverables for assessments or feasibility studies
- Contact for developing water monitoring plan and coordinating MPCA intensive monitoring
- Evaluates and provides method for tracking measurable results and/or pace of progress
- Evaluates new or expanding modeling techniques for continued targeting and prioritization

Serves as lead for Plan amendments, changes or efforts in developing next generation Plan
Assists in drafting work plans and budgets
Assists with reporting accomplishments in grantor's reporting system

1 = Fund source is provided for budgeting purposes. However, actual use of membership dues and grants will depend on eligible activities under each grant executed and the timing of activities identified within the Cannon River Watershed Comprehensive Watershed Management Plan.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorization to execute FY22-23 grant agreement with the Minnesota Board of Water and Soil Resources (BWSR) for Watershed Based Implementation within the Black Dog watershed planning area.

SUMMARY:

The BWSR allocated \$75,000 to the Black Dog watershed planning area under the FY22-23 Watershed Based Implementation Funding (WBIF) program. Under BWSR's defined procedures, a convene process was followed to coordinate funding for prioritized, targeted, and measurable projects within the planning area. Participants (Partners) in the convene process included the Dakota SWCD, Dakota County, Black Dog Watershed Management Organization (BDWMO), and the cities of Apple Valley and Lakeville – these cities were selected as the municipal representatives by other municipalities within the watershed.

Partners began meeting in April 2022 to discuss and prioritize potential projects. Projects must be identified in a BWSR or State approved plan to be eligible for funding. Because Black Dog Watershed Management Organization was in the process of updating their Watershed Plan and because Dakota SWCD proposed a project that was identified in the new Draft Watershed Plan, funds could not be awarded until the new Watershed Plan was approved by BWSR and adopted by the BDWMO. The new Watershed Plan was approved by BWSR on October 26, 2022 and adopted by BDWMO on November 16, 2022.

Through the convene process, Dakota SWCD proposed a project to provide cost share funds and technical assistance for landowners to implement urban stormwater practices which was recommended for funding in the amount of \$50,000. Dakota County proposed a project to identify and seal unused wells which was recommended for funding in the amount of \$25,000. Additional grant match of 10% is required on each project.

The Dakota SWCD will be the fiscal agent for the stormwater practices project. Dakota County will be the fiscal agent for the well sealing project through a separate agreement between Dakota County and BWSR.

A budget request for our project was submitted to BWSR and a workplan will need to be submitted and approved prior to grant execution. Staff will have approximately three years to implement the workplan. The term of the grant agreement will be from the time of execution to December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACT:

Upon execution of the grant agreement, activities will be incorporated into our 2023, 2024 and 2025 budget and staff workplans. Grant match is available through our agreement with Dakota County.

Supporting Documents:

None

Previous Board Action:

N/A

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Joe Barten

PURPOSE/ACTION REQUESTED:

Authorization to submit application to the Minnesota Conservation Corps for 2023 Crew Labor and execute agreement if awarded.

SUMMARY:

Minnesota SWCDs have the opportunity to apply for crew labor from the Minnesota Conservation Corps during the 2023 construction season. Applications are due December 15th.

The crew labor program involves obtaining “hands on” labor crews to assist with project installations and maintenance over a period of days or weeks. The application does not request a funding amount. Rather it requests a number of days you will need labor crews to complete specific projects.

Staff is coordinating with Dakota County Parks Department, the Vermillion River Watershed Joint Powers Organization, and the City of Burnsville to prioritize projects and draft application(s) for labor crews. Projects could include installing streambank stabilization practices on the Vermillion River, stabilizing eroded portions of shoreline, installing native vegetation as part of larger ravine stabilizations in Spring Lake Park, and maintaining and repairing raingardens within Dakota County Park properties.

EXPLANATION OF FISCAL/FTE IMPACT:

There is no cost to the SWCD other than minimal administrative time to manage the Conservation Corps agreement. Staff time spent to coordinate and provide direction to the crews is funded via our agreements with Dakota County, Vermillion River Watershed Joint Powers Organization, and the City of Burnsville.

Supporting Documents:

2023 CCMI Crew Labor RFP
2022 CCMI Crew Labor Fact Sheets

Previous Board Action:

None



REQUEST FOR PROPOSALS



CLEAN WATER FUNDS AVAILABLE FOR 2023 CREW LABOR

Conservation Corps Minnesota & Iowa is accepting applications for 2023 field projects.

Funds are available for Conservation Corps crew labor on projects that protect, enhance and restore water quality in lakes, rivers and streams or protect groundwater and drinking water sources from degradation. Projects must be scheduled for completion during the 2023 calendar year.



The Legislature has directed the **Board of Soil and Water Resources (BWSR)** to appropriate \$750,000 of the Clean Water Fund to be contracted for services with Conservation Corps. BWSR has contracted with the Corps to provide funded labor to cities, counties, soil and water conservation districts, watershed districts, metropolitan watershed management organizations, and joint powers organizations of those local government units to undertake projects consistent with the Corps mission, BWSR grant policies, and Clean Water Fund goals (Laws of Minnesota, Chapter 172, section 6). **Apply by December 15, 2022.**

Contact Brian Miller at 651.209.9900 x 19 with questions.

VERMILLION RIVER —EMPIRE PARK

RIVER RESTORATION



PROJECT: The Vermillion River through Empire Park contained tree and branch snags that were inhibiting flow, reducing oxygen levels, and causing erosion where flow was directed towards the streambank. Crews from the Conservation Corps of Minnesota cleared the snags from a 3,000 foot stretch to restore river flow and improve dissolved oxygen. Crews also installed cedar tree revetments to stabilize eroded banks.



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

PRACTICE:

- Stream Blockage Clearing
- Cedar Revetment

BENEFITS:

- Reduced bank erosion
- Phosphorus and sediment prevented from traveling downstream
- Improved available oxygen
- Improved water quality

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Conservation Corps of Minnesota and Iowa
- Empire Township
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Summer 2022

VERMILLION RIVER - EMPIRE PARK

RIVER RESTORATION

DAKOTA COUNTY



SOIL & WATER
CONSERVATION DISTRICT



Multiple locations along the Vermillion River had accumulated snags of branches, logs, and uprooted trees that inhibited flow and reduced oxygen levels. Many of the snags also directed river flow towards the banks, causing streambank erosion.



Smaller branches were removed by hand. Larger logs were cut into manageable sizes using chainsaws and then removed from the river channel.



Crews harvested cedar trees and anchored the trees along eroding portions of the streambank in a practice called cedar tree revetment. This practice will help reduce future erosion and stabilize the eroding banks.



Crews from the Conservation Corps of Minnesota completed the project over the course of three weeks. The project will help improve dissolved oxygen levels and reduce future bank erosion.

CRYSTAL LAKE, BURNSVILLE

SHORELINE RESTORATION



PRACTICE:

- Shoreline restoration

BENEFITS:

- Reduced bank erosion
- Native plant habitat
- More resilient shoreline
- Improved water quality

PARTNERS:

- City of Burnsville
- Conservation Corps of Minnesota and Iowa

WATERSHED:

- Minnesota River

RECEIVING WATERS:

- Crystal Lake

INSTALLATION:

- Summer 2022

PROJECT: The North shore of Crystal Lake had areas of erosion due wave action and foot traffic very near the shoreline. In 2021, the SWCD provided a grant to the City of Burnsville to install coir logs along nearly 1,000 feet of shoreline. As a follow-up to that project, Conservation Corps crews dug new foot paths away from the shoreline, installed a shoreline restoration with hundreds of native plant plugs and set up temporary fencing to protect the shoreline and stop erosion.



Clean Water Fund:

Protecting and restoring Minnesota's waters for generations to come.



CRYSTAL LAKE, BURNSVILLE

SHORELINE RESTORATION



Crews cleared brush and debris from the project area and then hand dug a new trail with shovels and pickaxes which was up and away from the waters edge.



The old trail area was re-graded, with topsoil for plant growth, seed and erosion control blanket was installed with wooden biodegradable stakes, and finally plant plugs throughout.



Signage indicates the intent of the project and asks users to stay off. Temporary fencing (installed later on stakes) further helps keep foot traffic off until new plants establish.



Crews from the Conservation Corps of Minnesota completed the project over the course of two weeks. The project will help reduce future shoreline erosion.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt 2023 Merit Compensation Policy and Plan

SUMMARY:

The 2023 Merit Compensation Policy and Plan was approved by the Dakota County Board of Commissioner's at their November 15 meeting. The 2023 Merit Compensation Policy and Plan is based on the need to provide compensation for employees to reflect market competitiveness within projected budget limitations.

The SWCD utilizes the Dakota County's Merit Compensation Policy and Plan and performance review structure but takes independent action to approve salary increases as indicated under the Merit Matrix table (Page 9).

The 2023 salary ranges (Page 10) reflect a 2.5% cost of living increase. The 2023 Merit Matrix table (Page 9) provides a 0.0 to 7.5 percent base salary adjustment.

EXPLANATION OF FISCAL/FTE IMPACT:

The Merit Compensation Policy and Plan has been included into the draft 2023 budget.

Supporting Documents:

Dakota County 2022 Merit Compensation Policy and Plan

Previous Board Action:

None

DAKOTA COUNTY

2023

**Merit Compensation
Policy & Plan**

DAKOTA COUNTY MERIT COMPENSATION POLICY & PLAN

I. INTRODUCTION

The Dakota County philosophy regarding compensation systems and wage and salary administration flows from a belief that all employees are to be provided competitive rewards for achievement. Embodied in this statement are the concepts of output or results-based merit pay in the context of market driven compensation structures. Contained within this broad statement are the County's compensation goals, including 1) attraction and retention of personnel, 2) rewards for excellence, 3) facilitation of compensation equity, 4) equitable distribution of limited County compensation resources, 5) achievement of pay/performance and contribution relationships, 6) possibility of salary differentiation from the highest to the lowest level of performance and contribution, and 7) clear communication of these objectives to all affected employees. The elements of Dakota County's compensation program have been structured to support and advance these objectives.

II. ADMINISTRATIVE GUIDELINES

A. Participation

The provisions of this Plan apply to all Dakota County employees unless specifically addressed in a collective bargaining agreement. All Dakota County employees who are not represented by a collective bargaining unit, or are not participants in the Unclassified Employees' Compensation Plan, will participate in the Dakota County Merit Compensation Plan. New employees will participate immediately upon employment.

B. Plan Update

The Employee Relations Director will annually review all aspects of the Plan, including salary ranges and grade structure, salary increase matrixes, and administrative guidelines. Any recommended changes due to internal organization modifications, external market factors, strategic programmatic and administrative considerations, or other relevant issues will be proposed to the County Board in a timely fashion.

III. COMPENSATION PROGRAM ELEMENTS

A. Policy

It is the policy of Dakota County to provide its employees equitable compensation and financial incentives, to the extent permitted by law, to promote attainment of the highest levels of performance and organizational contribution. The County recognizes that compensation policies are a key factor in the County's ability to attract, retain and motivate well-qualified individuals to participate in the achievement of its objectives. Therefore, the Dakota County Merit Compensation Plan is based on the principles of internal and external pay equity and is designed to relate to the extent possible, an individual's salary to performance and contribution to organization results.

B. Salary Structure

The County salary structure (Attachment II) consists of 18 salary grades with a corresponding salary range for each grade. Salary ranges are formulated around a midpoint, and a salary range spread is calculated. Salary ranges are segmented into four quartiles. The structure is midpoint-driven which means the market rate for County positions is approximately the midpoint of the salary ranges. Market rate is defined as what comparison jurisdictions are actually paying employees in comparable positions. Movement beyond the market rate is dependent upon high performance ratings and tenure in position.

Salary ranges are analyzed and may be adjusted each year based on a number of factors including relative changes in the labor market, inflationary measures, budgetary impact as well as fluctuation in the prevalence of certain job skills in the marketplace.

C. Performance Reviews

Supervisors shall conduct one informal interim performance review to occur mid-review cycle and one formal performance review to occur at the conclusion of the employee's performance review cycle. The annual formal performance review is used to assess the employee's contribution to organization results, to assess the employee's career growth and development and in years when a compensation increase is available, to determine the employee's eligibility for a merit increase. Performance reviews are assessed based on the performance objectives and competencies approved by Employee Relations for the job classification.

The interim review is intended to ensure employees understand how they are performing against established objectives and competencies and provide the opportunity to discuss mutual expectations and make any necessary mid-year corrections. The interim review identifies strengths and areas for improvement. Interim reviews are documented in dated summary memorandum(s) and maintained by the department.

The formal performance review is conducted within 15 days of employees' annual performance review dates. Prior to the conclusion of the evaluation period, employees are expected to complete a self-assessment and to transmit the self-assessment to the appraising supervisor for use in completing their performance review.

Completed performance review documents are signed by the supervisor, the employee and the next higher level of management. The employee's signature indicates that the appraisal has been discussed with the supervisor, but does not necessarily indicate agreement with document content. Employees shall be provided adequate time to review and provide summary comments to the final review document. If an employee refuses to sign the document, it is so noted and the review is processed. Completed performance review documents are retained by Employee Relations consistent with the County retention schedule and related policies.

At the discretion of management, a supervisor's salary increase may be delayed until all scheduled performance reviews are completed. The performance review process combines an assessment of objective success measures and position competencies.

Exceptional Performance - is reserved for rare achievements. Employees who receive this level of performance have performed at a level that is well beyond the performance of their top performing peers in a given year. These employees have developed, implemented, or created processes or work results that surpassed all others and brought great value to the County.

Greatly Exceeds Performance Standards - is reserved for a limited number of employees who, in a given year, demonstrate extraordinary performance. This rating may result from especially noteworthy accomplishments and/or exceptional performance during the review period that exemplifies organizational excellence.

Exceeds Performance Standards - is to recognize a pro-active performer. Results of assigned responsibilities consistently meet and frequently exceed baseline expectations. Routinely evaluates priorities and maximizes opportunities for improvement and collaboration; is pro-active and effective in performing for group success, integrating change, learning and sharing information, understanding and sustaining organizational values and objectives; serves as an example of professionalism and excellence.

Meets Performance Standards Performance - is to recognize a reliable, responsive performer. Results of assigned responsibilities meet baseline expectations, regularly or with minimal training or coaching. Takes the steps needed to accomplish tasks, can integrate change as proscribed, complies with group needs while performing individual tasks, and can learn and apply specified information when necessary. Demonstrates conduct appropriate for the workplace and acts consistently within organizational values and objectives.

Below Performance Standards - does not achieve baseline performance expectations due to insufficient skill or effort. Results of some or all assigned responsibilities fail to meet baseline expectations. Frequently requires assistance, coaching or regular oversight to complete basic/routine job responsibilities. May be inconsistent in the demonstrated ability to adapt to change and apply new information to assigned tasks or roles and their performance may slow or damage group productivity, functioning or credibility.

Employees who receive a Below Standards rating will receive formal performance reviews at six-month intervals until documented performance warrants a Fully Meets Standards rating. If after the six-month review the employee receives a Meets Standards or above rating, a six-month merit increase is processed and the next review date is adjusted back to the annual or common review date. Employees who receive multiple or consecutive Below Standards ratings will be subject to disciplinary proceedings, up to and including discharge.

D. Individual Development Plans

As part of the County's formal performance review process, supervisors and employees are encouraged to jointly complete an Individual Development Plan (IDP). Formal discussions of job and career objectives, position enrichment and development may also be included. Development or career objectives should be tied to departmental and County-wide goals.

Completion of an IDP is required if the employee is planning to request tuition reimbursement or if a supervisor has determined that the employee is to complete one.

E. Salary Increase Matrix

The County Merit Matrix is based on the principle that salary range position and performance as reflected in organizational contribution bear a direct relationship and that gravitation toward the market rate (Q2) should occur.

For purposes of the salary increase matrix, salary range position is identified by compa-ratio. This figure represents participants' actual compensation expressed as a percentage of Q2 of the assigned salary range (i.e. compa-ratio of 100.0 = actual compensation at Q2 of the salary range).

The structure of the annual merit matrix (Attachment I) reflects percentage increases based on two dimensions: range position (Quartile 1, 2, 3 & 4) and performance rating. When a merit increase is available, a high performer in a low segment of the salary range may receive a greater base salary increase than an equivalent performer in an upper portion of the salary range. Note that employees whose performance is rated as Below Standards, are in no case eligible for an increase to base salary or a lump sum payment. In no instance will an employee's base salary be increased above the range maximum.

Administering an effective performance-based, market system requires a commitment to truly differentiate performance. There is no expectation that every employee will reach the salary range maximum. Appropriate ratings differentiation is expected. Those employees who perform at higher levels receive greater rewards.

F. Extra Meritorious Award

The Extra Meritorious Award provides up to a 2% lump sum payment of the employee's salary for recognition of special achievements outside the normal expectations of a non-union employee's position. Employees are eligible for an Extra Meritorious Award once per calendar year. Extra Meritorious Awards are approved or disapproved by the County Manager after review and consultation with Employee Relations.

G. Promotion

A promotion is defined as the selection of an internal candidate through the competitive recruitment process into a position at a higher salary grade.

At the time of a promotion decision, the affected employee receives a performance review of the time worked in the current position since the most recent performance appraisal. Upon promotion, employees are eligible for an increase of up to 10% of their actual base salary, or placement at the new salary range minimum, whichever is greater. If the employee's resulting base salary is below Quartile 2 of the new salary range, internal equity and the employee's appropriate placement within the salary range may be considered when implementing a promotional salary action and an additional increase may be proposed. All promotional salary actions require approval by Employee Relations.

Employees promoted into a supervisory position will typically not earn less than 90% of the highest paid subordinate employee in the work unit unless unique circumstances exist. All promotional salary increases will be approved by Employee Relations and reviewed with the Department Director prior to a promotional job offer being extended.

H. Demotion

a. Involuntary

An involuntary demotion is defined as a reassignment from one position to another, which has a lower salary range or classification as a result of a performance-based consequence or other disciplinary procedure. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary is subject to adjustment on a case by case basis as approved by Employee Relations.

b. Voluntary

A voluntary demotion is defined as the selection of an internal candidate through the competitive process into a position at a lower salary range or classification. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary reduction will generally be no greater than 10% of their base pay per pay grade reduced Adjustments will be based on internal equity considerations and approved by Employee Relations.

c. Reorganization

If a demotion is the result of reorganization or unforeseen organization or structure changes and if the affected employee's salary is above the new salary range maximum, the salary is frozen until such time as the salary is within the new salary range.

I. Job Evaluation

Through the County's job evaluation and classification policy, the County ensures that appropriate relationships between classifications and jobs are established and maintained over time through application of a periodic job description review process and reorganization studies when appropriate.

J. Reclassification

A reclassification is defined as movement to another salary grade or classification as a result of approved changes in job duties significantly modifying the position responsibilities. When a position is reclassified to a higher salary grade, employees are eligible for an increase of up to 5% of their actual base salary or placement at the new salary range minimum, whichever is greatest.

Through the periodic job description review process, the County ensures job descriptions are reviewed and updated regularly as changes to services, processes and related job duties occur. When a department plans a substantive structural or work process change they are urged to contact Employee Relations to determine if a reorganization review is needed to ensure classification consistency is maintained and the proposed changes are cost neutral.

Positions may be reclassified with no change in salary grade, upward (higher classification/salary grade); or downward (lower classification/salary grade). If the affected employee's current salary is below the new salary range minimum, the salary is increased to the range minimum. Reclassification downward generally results in no immediate change to the employees' salary. If the employee's salary is above the salary range maximum for the new classification, the salary is frozen until such time as the salary is within the new salary range. When the employee's salary is within the new salary range and in years when a merit opportunity is available, the employee will be eligible on the normal performance review date

for a merit increase based upon documented performance rating. Reclassification of a job class does not change the employee's review date or seniority date.

K. Within-Grade Advancement

A series of two positions may be established within the same pay-grade. Both positions in the series will have a position description with the more advanced position indicating the necessary mastery or additional responsibility required for the position. When an employee advances from one position to the next in the series, they are eligible for an up to 3 percent increase of their actual base salary.

L. Working Out of Grade

Out-of-grade pay may be requested whenever an employee is designated by their supervisor to perform all of the duties and responsibilities of a position in a higher salary grade for a period of 10 consecutive work-days or more. Employee Relations reviews the proposed out-of-grade request prior to an appointment and approvals shall be limited to a period not to exceed six-months, however extensions may be requested. Generally, working out-of-grade is the result of a temporarily vacant position. In such a case and for the duration of the out-of-grade assignment, the employee is eligible for a payment of up to 5% of their actual base salary, or placement at the higher salary range minimum, whichever is greater. The out-of-grade payment will be retroactive to the first day the employee worked in the higher classification and may be paid as an adjustment to the hourly rate or paid in a lump-sum at the conclusion of the out-of-grade assignment. Employees being considered for an out-of-grade assignment must meet the minimum qualifications of the position in the higher classification.

Whenever an employee is directed to temporarily perform most, but not all, of the duties and responsibilities of a position in a higher salary grade as defined above for a period of 10 consecutive work days or more, the employee is eligible for a partial out-of-grade payment of up to 3% of their actual base salary to be paid in a lump-sum as indicated in paragraph one of this section.

If an employee's review date occurs during the time they are working in an out-of-grade assignment, a salary adjustment consistent with the Merit Compensation Plan is computed based upon the employee's regular position salary rate minus the out-of-grade differential, , as defined in this policy or applicable labor contract. The out-of-grade rate is then added to the employee's new base salary. When the employee returns to their regular position, they are compensated at their regular rate and they no longer receive the temporary payment received for the out-of-grade assignment.

If the employee is promoted to the out-of-grade position, the time since the employee's last performance review is "closed out" by conducting a performance review for the period in question. The employee then serves a six month probation period. The salary of the promoted employee shall be no less than the rate of pay while serving in the out-of-grade assignment.

If a classified employee is temporarily appointed to an unclassified position, these guidelines may be adjusted to fit the circumstances, subject to review by Employee Relations.

M. On-Call Compensation

While employees are outside normal work hours but are designated to be on-call they shall be compensated for on-call status at the rate of two dollars (\$2.00) per hour for each hour they are designated on-call.

To utilize this provision, a department shall design an on-call plan for approval by Employee Relations (ref. Policy 3200). Salary adjustments must be made in the context of the approved plan.

N. Call-Back Pay

An employee called back to work outside of the employee's regular shift shall receive a minimum of two (2) hours pay for such callback. Exempt employees are compensated at the straight time rate and non-exempt employees are compensated at the rate of one and one-half times the normal pay rate. This provision shall not apply to an extension of shift or early report to a regularly scheduled shift.

O. Wage and Salary Guidelines

- *Full Merit Concept*

All employee base and any lump sum salary actions are provided based solely on the County's Merit Matrix and related guidelines; all base and any lump sum salary actions occur on employees' established annual merit review dates.

- *Merit Matrix*

The Merit Matrix guidelines provide percentage base and lump-sum increases for each level of performance. The merit increase is a percentage calculated on the Q2 rate of the employee's applicable salary range if the salary is below the Q2 rate and calculated on the employee's base salary if above the Q2 rate.

For employees below the range maximum and whose base adjustment would result in an increase above the salary range maximum, the salary increase is available only to the range maximum rate. There are no base or lump sum increases beyond the range maximum.

- *Performance Review Date*

The performance review date has historically been the date on which the employee was last hired, promoted or demoted to a new job classification. Departments are strongly encouraged to move employees to common review dates in order to more equitably evaluate performance across work units. In the year of movement to a common review date an employee's merit increase is prorated from the date of the most recent merit increase. Employees' review dates are adjusted or in the event of approved unpaid leaves of absence of 90 days or more. Where departmental common review dates exist, merit increases will be prorated for unpaid leaves of absence of 90 days or more.

- *Effective Dates of Increases*

Any available pay increases will be effective the first day of the pay period in which the performance review date falls. This effective date will not affect the employee's performance review date.

- *Six-Month Probationary Performance Reviews*

Six-month probationary performance reviews are conducted to determine if the employee has met all the performance requirements of the position. In years when a merit opportunity is available and based on the plan year merit guidelines within which they fall, 50% of the merit increase is provided upon successful completion of the initial probationary period. At the conclusion of the first 12 months of work in the job, a second six-month performance review is conducted and depending on available merit guidelines, 50% of the eligible merit increase is provided upon successful performance.

- *Salaries Below the Range Minimum*

At the beginning of a calendar year, employees compensated at rates less than the minimum of the new salary ranges, will be adjusted to the new range minimum.

- *Increases to Top of Range*

No employee's salary may exceed the salary range maximum. In years with an available merit increase opportunity, a base increase may be given up to the maximum. There are no base or lump sum increases if an employee's salary is at the salary range maximum rate.

P. Approval Process

All performance review and salary increase materials and documentation require two levels of approval signatures. Consistent with County policy, individual Divisions/ Departments may require additional approvals. After appropriate Division/Department approval, all review materials are forwarded to Employee Relations in advance of the payroll deadline, for final approval and processing.

Q. Market Adjustment

When a market analysis for a specific job class indicates the assigned salary range mid-point deviates, positively or negatively, from the market by more than 10%, the job class may be placed at an established salary grade that most closely corresponds to the applicable market rate. The job class is administered in the context of the adjusted grade. All market adjustments will be re-evaluated on a regular basis.

R. Plan Exceptions

The County Manager may approve exceptions to the Plan. These will generally involve internal and labor market equity considerations or unusual circumstances and will occur only upon the recommendation of the Employee Relations Director.

S. Policy Implications

The provisions of this Plan supersede any applicable Dakota County Employee Relations Policies and Procedures.

DAKOTA COUNTY NON-UNION MERIT COMPENSATION PLAN

2023 Merit Matrix

The Merit Matrix guidelines provide maximum recommended percentage increases for each level of performance and for each of the four salary quartiles. All below Q2 salary actions are a percentage of the Q2 rate. All above Q2 salary actions are a percentage of the employee's base salary.

Salary Range	PERFORMANCE RATING					
	<i>Exceptional Performance</i>		Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	7.5% base		7.5% base	6.5% base	5.5% base	0%
Q3	7.5% base		7.5% base	6.5% base	5.5% base	0%
Q2	7.5% base		7.5% base	6.5% base	5.5% base	0%
Q1	7.5% base		7.5% base	6.5% base	5.5% base	0%

2023 DAKOTA COUNTY PAY EQUITY COMPENSATION STRUCTURE

Grade	Minimum	Q-1	Midpoint	Q-3	Maximum
100	\$26,460	\$29,768	\$33,075	\$37,210	\$41,344
101	\$29,635	\$33,340	\$37,044	\$41,675	\$46,305
102	\$33,191	\$37,340	\$41,489	\$46,675	\$51,861
103	\$37,174	\$41,821	\$46,468	\$52,277	\$58,085
104	\$41,635	\$46,840	\$52,044	\$58,550	\$65,055
105	\$46,631	\$52,460	\$58,289	\$65,575	\$72,861
106	\$52,227	\$58,756	\$65,284	\$73,445	\$81,605
107	\$58,494	\$65,806	\$73,118	\$82,258	\$91,398
108	\$65,514	\$73,703	\$81,892	\$92,129	\$102,365
109	\$73,375	\$82,547	\$91,719	\$103,184	\$114,649
110	\$82,180	\$92,453	\$102,725	\$115,566	\$128,406
111	\$92,042	\$103,547	\$115,052	\$129,434	\$143,815
112	\$103,086	\$115,972	\$128,858	\$144,966	\$161,073
113	\$115,457	\$129,889	\$144,321	\$162,361	\$180,401
114	\$129,312	\$145,476	\$161,640	\$181,845	\$202,050
115	\$144,830	\$162,934	\$181,037	\$203,667	\$226,296
116	\$162,209	\$182,485	\$202,761	\$228,106	\$253,451
117	\$181,674	\$204,383	\$227,092	\$255,479	\$283,865

Shaded salaries exceed the 2023 Local Government Salary Cap and are currently unavailable to Dakota County employees without a waiver.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt 2022 Budget

SUMMARY:

The Finance Committee met on November 3, 2022 to review a draft 2023 budget. The draft 2023 budget is balanced among anticipated revenues and expenditures and is \$1,907,479. The 2023 budget is an increase of approximately \$149,000 or 8.5% from current year.

The budget will change during the year and will be adjusted as recommended by the Finance Committee. Much of the budget is based on forecasts with our partnering organizations and a fee for service arrangement. State grants that have not been approved for execution are not shown in the 2023 budget.

EXPLANATION OF FISCAL/FTE IMPACT:

None at this time. Upon adoption of the 2023 budget, a staff work plan will be developed for the upcoming calendar year.

Supporting Documents:

Draft 2023 Budget

Previous Board Action:

None

**DAKOTA COUNTY SWCD
2023 Budget**

Pass Thru Funds

	2021	2022	2023
	Actual	Budget	Proposed Budget
REVENUES			
State Revenues:	\$518,740	\$460,321	\$497,373
BWSR Buffer Law	\$17,822	\$17,430	\$21,229
2020 Cost Share TA	\$4,579		
2020 Cost Share Projects	\$17,475		
2021 Cost Share TA	\$8,945		
2021 Cost Share Projects			
2022 Cost Share TA		\$4,410	
2022 Cost Share Projects		\$17,644	
2023 Cost Share TA			\$4,410
2023 Cost Share Projects			\$17,644
2020 Conservation Delivery	\$7,962		
2021 Conservation Delivery	\$17,877	\$10,620	
2022 Conservation Delivery		\$10,620	\$10,620
2023 Conservation Delivery			\$10,620
2020 BWSR Easement Delivery	\$250	\$250	\$250
2019 Local Capacity Funding	\$6,269		
2020 Local Capacity Funding	\$68,532		
2021 Local Capacity Funding	\$94,438	\$25,000	
2022 Local Capacity Funding		\$114,000	\$10,000
2023 Local Capacity Funding			\$100,000
2023 Soil Health Cost Share			\$10,000
CWF 2020 DC Drinking Water Protection Project TA	\$394		
CWF 2020 DC Drinking Water Protection Projects			
CWF 2022 DC Drinking Water Protection Project TA			\$15,000
CWF 2022 DC Drinking Water Protection Projects			\$15,000
CWF 2019 Watershed Based Funding Metro	\$21,609	\$16,000	\$0
CWF 2019 Watershed Based Funding Projects	\$0	\$40,000	\$0
CWF 2018 Trout Brook Watershed Initiative TA	\$48,086		\$0
CWF 2018 Trout Brook Watershed Initiative Projects	\$131,043	\$10,107	\$0
WBF 2021 Cannon River	\$25,356	\$75,000	\$100,000
WBF 2021 Cannon River Projects	\$19,899	\$23,150	\$50,000
WBF 2023 Cannon River			\$10,000
WBF 2023 Cannon River Projects			\$10,000
WBF 2021 Minnesota River South	\$5,655	\$10,000	\$10,000
WBF 2021 Minnesota River South Projects		\$0	\$0
WBF 2021 Mississippi River East		\$10,000	\$16,000
WBF 2021 Mississippi River East Projects		\$8,000	\$16,000
WBF 2021 Vermillion River	\$1,477	\$30,000	\$25,000
WBF 2021 Vermillion River Projects	\$1,925	\$15,000	\$5,000
WBF 2021 Vermillion River			\$10,000
WBF 2023 Vermillion River Projects			\$10,000
Met Council WOMPs	\$13,770	\$16,000	\$12,000
MN DNR Observation Wells	\$3,090	\$3,090	\$3,100
MN Dept of Health			\$1,500
MDA Nitrogen Fertilizer Management Plan	\$2,287	\$4,000	\$4,000

**DAKOTA COUNTY SWCD
2023 Budget**

Pass Thru Funds

	2021	2022	2023
	Actual	Budget	Proposed Budget
County Revenues:	\$665,667	\$814,106	\$909,106
Operating Funds	\$331,302	\$331,302	\$431,302
Environmental Resources - Fee for Services	\$135,461	\$125,000	\$150,000
Parks, Fleet, Facilities - Fee for Services	\$30,258	\$25,000	\$25,000
Transportation - Fee for Services	\$4,120	\$5,000	\$10,000
County Project Expenses			\$15,000
2020 - 2023 DC CIP Technical Assistance	\$25,434	\$82,500	\$75,000
2020 - 2023 DC CIP Projects	\$53,336	\$167,500	\$150,000
2018 Parks CIP - Trout Brook Grant Match	\$32,952	\$25,000	\$0
NRBG - Wetland Conservation Act Funds	\$52,804	\$52,804	\$52,804
Local Agencies Revenue:	\$545,712	\$437,000	\$447,000
City of Burnsville	\$14,698	\$5,000	\$2,000
City of Eagan	\$0	\$2,000	\$2,000
City of Inver Grove Heights	\$1,920	\$2,000	\$2,000
City Project Expenses			\$5,000
Cannon River Watershed JPB	\$19,123	\$20,000	\$15,000
JPO Vermillion River Watershed	\$116,241	\$100,000	\$120,000
JPO Vermillion River Watershed Projects	\$47,389	\$52,250	\$55,000
MCD Engineering & Technical Assistance	\$17,897	\$31,000	\$32,000
MCD Administration and Hosting	\$14,666	\$15,000	\$13,500
MCD MN Ag Water Quality Certification Program	\$2,340	\$2,000	\$1,000
MCD Subwatershed Assessment	\$7,402		\$0
Lower MN River WD	\$8,960	\$10,000	\$10,000
Lower MN River WD Projects	\$0		\$250
Lower MN River WD CWF 2019 WBF	\$48,959		\$0
Black Dog WMO	\$20,940	\$20,000	\$20,000
Black Dog WMO Projects	\$2,250	\$4,500	\$3,000
Eagan-Inver Grove Heights WMO	\$27,313	\$30,000	\$30,000
Eagan-Inver Grove Heights WMO Projects	\$1,500	\$3,000	\$2,500
Eagan-Inver Grove Heights WMO CWF 2019 WBF	\$1,241	\$2,000	\$0
Lower Mississippi River WMO	\$71,690	\$75,000	\$80,000
Lower Mississippi River WMO Projects	\$4,000	\$4,000	\$4,000
Lower Mississippi River WMO CWF 2019 WBF	\$8,072	\$6,500	\$0
Lower Mississippi River WMO CWF 2021 WBF			\$12,000
North Cannon River WMO	\$30,408	\$34,000	\$34,000
North Cannon River WMO Projects	\$3,750	\$3,750	\$3,750
North Cannon River WMO 2019 WBF	\$44,577	\$10,000	\$0
North Cannon River WMO 2019 WBF Projects	\$30,375	\$5,000	\$0
Other Revenue:	\$19,971	\$47,000	\$54,000
Interest Earnings	\$6,237	\$4,000	\$6,000
Equipment Rental Income	\$3,609	\$2,000	\$2,000
Landscaping for Clean Water Workshops	\$2,725	\$2,000	\$4,000
Other Charges For Services	\$7,400	\$17,000	\$17,000
Tree Program Sales		\$22,000	\$25,000
Total Revenues:	\$1,750,090	\$1,758,427	\$1,907,479

**DAKOTA COUNTY SWCD
2023 Budget**

Pass Thru Funds

	2021	2022	2023
	Actual	Budget	Proposed Budget
EXPENSES			
Operating Expenses:	\$27,874	\$43,100	\$50,000
Computers and Accessories	\$816	\$10,000	\$10,000
Dues and Memberships Fees	\$10,924	\$13,000	\$15,000
Miscellaneous Operating Expenses	\$211	\$500	\$500
Postage	\$1,483	\$2,000	\$2,000
Professional and Contracted Services	\$3,650	\$4,100	\$5,000
Public Education, Information, & Promotion	\$1,897	\$2,000	\$6,000
Telephone and Wireless Service	\$942	\$1,500	\$1,500
Vehicle Maintenance and Fuel	\$7,950	\$10,000	\$10,000
Operating Supplies:	\$4,545	\$8,500	\$8,500
Field Supplies	\$212	\$1,000	\$1,000
Office Supplies	\$944	\$2,500	\$2,500
Printer and Plotter Supplies	\$3,109	\$4,000	\$4,000
Safety Equipment	\$279	\$1,000	\$1,000
Project Expenses:	\$434,503	\$353,901	\$398,344
BWSR Buff Law	\$81		
2020 Cost Share Projects	\$17,475		
2021 Cost Share Projects			\$0
2022 Cost Share Projects	\$11,615	\$17,644	\$0
2023 Cost Share Projects			\$17,644
CWF 2018 Trout Brook Watershed Initiative Projects	\$131,043	\$10,107	
CWF 2018 Trout Brook Watershed Initiative Expenses	\$3,600		
CWF 2019 Watershed Based Funding Expenses		-	\$0
CWF 2019 Watershed Based Funding Projects		\$40,000	\$0
CWF 2022 DC Drinking Water Protection Projects			\$15,000
WBF 2021 Cannon River Projects	\$19,899	\$23,150	\$50,000
WBF 2021 Minnesota River South Projects		\$0	\$0
WBF 2021 Mississippi River East Projects		\$8,000	\$16,000
WBF 2021 Vermillion River Projects	\$1,925	\$15,000	\$5,000
WBF 2023 Cannon River Projects			\$10,000
WBF 2023 Vermillion River Projects			\$10,000
Black Dog WMO Projects	\$2,250	\$4,500	\$3,000
Black Dog WMO Expenses	\$3,640		\$1,000
Eagan-Inver Grove Height WMO Projects	\$1,500		\$2,500
Eagan-Inver Grove Height WMO Expenses	\$4,523	\$3,000	\$1,000
Lower Mississippi River WMO Projects	\$4,000		\$4,000
Lower Mississippi River WMO Expenses	\$2,030	\$4,000	\$6,000
Lower MN River WD Projets			\$250
Lower MN River WD Expenses			\$200
Lower MN River WD 2019 WBF Expenses	\$47,667		
North Cannon River WMO Projects	\$3,750	\$3,750	\$3,750
North Cannon River WMO Expenses	\$4,418		\$2,200
North Cannon River WMO 2019 WBF Projects	\$30,404	\$5,000	\$0
Vermillion River Watershed JPO Projects	\$47,389	\$52,250	\$55,000
Vermillion River Watershed JPO Expenses	\$21,616		\$25,000
2020 - 2023 DC CIP Projects	\$53,336	\$167,500	\$150,000
County/City Expenses	\$21,563		\$20,000
Met Council WOMPs	\$779	\$0	\$800

**DAKOTA COUNTY SWCD
2023 Budget**

Pass Thru Funds

	2021	2022	2023
	Actual	Budget	Proposed Budget
Program Expenses:	\$2,527	\$22,200	\$25,200
Credit Card Processing/Forms for Website	\$661	\$1,700	\$1,700
Equipment Repairs	\$1,517	\$2,000	\$2,000
Landscaping for Clean Water Program	\$348	\$500	\$1,000
Misc. Project Expenses		\$2,000	\$2,000
Outdoor Education Days		\$1,000	\$1,500
Tree Program		\$15,000	\$17,000
Payroll Expenses:	\$1,273,692	\$1,330,726	\$1,425,435
Employee Salaries Full Time Employees	\$943,623	\$970,884	\$1,041,637
Employee Salaries Part-Time	\$0	\$0	\$0
PERA Employees (7.50%)	\$70,444	\$72,816	\$78,123
Social Security (6.2%)	\$57,049	\$60,680	\$64,581
Medicare (1.45%)	\$13,522	\$14,078	\$15,104
Medical Insurance	\$147,496	\$160,000	\$163,000
Dental Insurance	\$8,214	\$5,500	\$5,500
Disability Insurance	\$6,532	\$6,800	\$7,200
Employee Benefits Other (Phone/Clothing/Parental Leave)	\$3,918	\$4,000	\$4,500
Employee Meeting Expenses and Reimbursements	\$147	\$2,000	\$2,000
Employee Training, Conferences	\$2,404	\$5,000	\$8,000
Payroll Processing, Subscription, Advertising	\$840	\$1,000	\$2,500
Work Comp Insurance	\$2,957	\$4,000	\$4,000
Supervisor Compensation	\$12,425	\$15,000	\$20,000
Supervisors PERA (5%) & Medicare (1.45%)	\$621	\$968	\$1,290
Supervisor Mileage, Mtg Exp, Reimb, Clothing	\$1,529	\$5,000	\$5,000
Supervisor Training, Conferences	\$1,970	\$3,000	\$3,000
Total Expenses:	\$1,743,141	\$1,758,427	\$1,907,479
Revenue Less Expenses	\$6,949	\$0	(\$0)

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Set date and time for a special Board meeting

SUMMARY:

A special Board meeting is being requested to complete business items for calendar year 2022. Thursday, December 29 at 9:00 a.m. is being proposed.

EXPLANATION OF FISCAL/FTE IMPACT:

None

Supporting Documents:

Previous Board Action:

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/8/2022

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Establish Board meeting schedule for 2023.

SUMMARY:

For the past three years our monthly Board meetings have been held at 9:00 a.m. on the 2nd Thursday of the month. For calendar year 2023 the following days would be listed for monthly Board meetings:

January 12	July 13
February 9	August 10
March 9	September 14
April 13	October 12
May 11	November 9
June 8	December 14

All meetings would be subject to change and Special Board meetings may be called. Monthly Board meetings will be held at the Dakota County Extension and Conservation Center.

EXPLANATION OF FISCAL/FTE IMPACT:

None

Supporting Documents:

Previous Board Action: