



## AGENDA

### Dakota County Soil and Water Conservation District Board Meeting

Thursday, April 13, 2023 - 9:00 a.m.

Meeting Room 1 – Dakota County Extension and Conservation Center

4100 220<sup>th</sup> Street Farmington, MN 55024

1. Call to Order
2. Pledge of Allegiance
3. Audience  
*Anyone wishing to address the Board regarding an item that is not on the agenda may come forward at this time. Comments are limited to five minutes.*
4. Presentation - Brynne Spangler, Student of ISD 196 and Mentor Program Participant
5. 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*

6. Approval of March 9, 2023 Meeting Minutes
7. Approval of April 13, 2023 Accounts Payable
8. Acceptance of the March 2023 Finance Report
9. Adopt 2022 Annual Report
10. Authorization to Amend Contract with WSB and Associates for Model Mining Ordinance Project

#### REGULAR AGENDA

11. Authorization to Execute Contract with Mark Malecha for Installation of Water and Sediment Control Basins Action
12. Authorization to Execute Contract with Carol Leifeld for Installation of Grassed Waterway Action
13. Authorization to Execute Contract with Mary Schwendig for Installation of Grassed Waterways Action
14. Authorization to Execute Contact Arthur Kalms for Installation of Native Prairie with Pollinators Action
15. Authorization to Execute Contract with Jeffery Hoffman for Installation of Native Prairie with Pollinators Action
16. Authorization to Execute Grant Agreement with Metropolitan Council to Conduct Water Monitoring Action
17. 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

18. Upcoming Events

- April 13, 2023      Dakota County Soil and Water Conservation District Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 9:00 a.m.
- April 18, 2023      Eagan-Inver Grove Heights Watershed Management Organization Meeting  
Eagan Maintenance Facility, 3501 Coachman Point – 5:30 p.m.
- April 19, 2023      Black Dog Watershed Management Organization Meeting  
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
- April 19, 2023      Lower Minnesota River Watershed District Meeting  
Chaska City Hall, Once City Hall Plaza 2<sup>nd</sup> Floor – 7:00 p.m.
- April 27, 2023      Vermillion River Watershed Joint Powers Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 1:00 p.m.
- April 27-28, 2023    Tree Sale Distribution  
Dakota County Fairgrounds
- May 3, 2023        Cannon River Watershed Joint Powers Board Meeting  
Rice County Government Center, 320 Third Street NW, Faribault – 9:00 a.m.
- May 10, 2023      Lower Mississippi River Watershed Management Organization Meeting  
First Calvary Baptist Church, 5495 Robert Trail, Sunfish Lake – 3:00 p.m..
- May 11, 2023      Dakota County Soil and Water Conservation District Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 9:00 a.m.

19. Adjourn



## MEETING MINUTES

### BOARD OF SUPERVISORS MEETING

#### DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, March 9, 2023

9:00 a.m.

4100 220<sup>th</sup> Street W, Suite 102  
Farmington, Minnesota

#### **Board Members Present:**

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

#### **SWCD Staff Present:**

Brian Watson  
Pam LaValle  
Curt Coudron  
Matthew Sorvig  
Todd Matzke

#### **Others Present:**

Lizzy Dawson, NRCS  
Jennifer Tonko, Clean River Partners  
Nikki Stewart, Dakota County  
Mark Zabel, VRW JPO  
Dain Olson, DCAO  
Valerie Neppl, Dakota County  
Matt Belanger, Dakota County

#### **1. Call to Order and Roll Call**

Chair Zanmiller called the meeting to order at 9:03 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. Introduction**

Chair Zanmiller introduced Jennifer Tonko, Executive Director of Clean River Partners. Jennifer provided a brief introduction and her professional background.

#### **5. Approval of Agenda**

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

#### **CONSENT AGENDA**

#### **6. Approval of February 9, 2023 Meeting Minutes**

The February 9, 2023 meeting minutes were presented.

#### **7. Approval of March 9, 2023 Accounts Payable**

The March 2023 accounts payable was presented.

**8. Acceptance of December Finance Report**

The December finance report was presented.

**9. Acceptance of January Finance Report**

The January finance report was presented.

**10. Acceptance of February Finance Report**

The February finance report was presented.

**23.023** Motion by Dee, second by Johnson to approve the consent agenda items. Members voting in favor: Zanmiller, Skog, Johnson, Dee, and Chamberlain. Motion carried.

**REGULAR AGENDA**

**11. Authorization to Execute Contract with the City of Burnsville for Installation of Native Prairie with Pollinator Habitat.**

The City of Burnsville is proposing to install an 0.8-acre native prairie with pollinator habitat in Interlachen Park in the Minnesota River Watershed. The total eligible costs of the project are estimated at \$3,600 and project funds are available through our agreement with Dakota County. Staff is recommending approval at 85% not to exceed \$2,400.

**23.024** Motion by Johnson, second by Skog to execute contract with the City of Burnsville not to exceed \$2,400 for the installation of native prairie with pollinator habitat. Members voting in favor: Skog, Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

**12. Presentation on Wetland Restoration Efforts – Past, Present and Future**

Watson provided a presentation on Wetland Restoration Efforts. The presentation highlighted the differing types of wetland restorations that have occurred over time and the challenges associated with maintaining desirable plant communities over time.

**13. Presentation on Dakota County Groundwater Levels**

Valerie Neppl from Dakota County Environmental Resources Department provided a presentation on Dakota County Groundwater levels. The groundwater-level data is used to assess groundwater resources, determine long term trends, interpret impacts of pumping and climate, and plan for water conservation.

**14. Announcements and Reports**

**Natural Resources Conservation Service**

The Natural Resources Conservation Service (NRCS) report was provided by Elizabeth Dawson. Dawson provided a training update, announced a job opening for an agronomist at the Farmington office and requested a date and time get scheduled for the Local Work Group Meeting. Brian Watson will confirm the date and time but consensus was to hold the local work group meeting after our May board meeting.

**Dakota County**

Nikki Stewart thanked Brian Watson for attending the Dakota County Divisional Leadership meeting and reported they are working on the Joint Powers Agreement between Dakota County and the SWCD. Neppl introduced Matt Belanger who replaced Jill Trescott as Environmental Specialist within the groundwater unit for Dakota County. Belanger provided a brief introduction on his professional background. The board welcomed Matt to Dakota County.

**Cannon River Watershed Joint Powers Board**

There was no Cannon River Watershed Joint Powers Board report.

**Metropolitan Conservation Districts Joint Power Board**

Brian Watson reported that the Metropolitan Conservation Districts Joint Powers Board met on February 22 and routine business took place.



**Minnesota Association of Soil and Water Conservation Districts**

Chair Zanmiller reported that Tuesday evening a legislative briefing was held and Wednesday they met with the legislators; meetings went well and seemed positive. Both SWCD Aid bills introduced in the Senate and the House are \$22 million and the Governor’s budget is \$12 million so they will be working on aligning those numbers. Jayne Hager Dee added that the briefing was very well attended by SWCD Supervisors.

**District Managers Report**

Brian Watson reported that discussions have started with Dakota County staff on the next 5-year Joint Powers Agreement. The Township Officers meeting will be Saturday, March 18<sup>th</sup> starting at 9 am. Watson reported that the County Board has directed County staff to explore options to vacate the Extension and Conservation Center.

**Board of Supervisors Reports**

There were no additional Board of Supervisors items reported.

**15. Upcoming Events**

The upcoming events were reviewed.

**16. Adjourn**

**23.025** Motion by Dee, second by Johnson to adjourn. All members voting in favor. Motion carried.

The meeting was adjourned at 10:18 a.m.

Respectfully submitted,

Chelsea Skog  
Secretary

**Dakota County SWCD  
Balance Sheet  
March 2023**

**8.0 March 2023 Finance Report**

<b>ASSETS:</b>		
Cash in Checking - Castle Rock	\$	45,759.61
Cash in Savings - Castle Rock	\$	1,067,358.67
Undeposited Funds	\$	-
Cash in Checking - Vermillion Bank	\$	31,425.18
Certificate of Deposits	\$	400,472.05
Petty Cash	\$	100.00
<b>Total Cash:</b>		\$ 1,545,115.51
<b>Accounts Receivable:</b>		
BWSR	2020 DC DW 10% Request (2020)	\$ 7,500.00
Black Dog WMO	Q3 & Q4 Invoice for Services	\$ 11,412.50
DC Env Resources	Q4 Invoices for Services	\$ (4,036.31)
DC Trout Brook Match	Q4 Invoices for Services	\$ 2,917.17
LMR WMO - FY19 CWF WBF Grant	Q4 Invoices for Services	\$ 4,446.00
<b>Total Accounts Receivable:</b>		\$ 22,239.36
Prepaid Items		\$ -
<b>TOTAL ASSETS:</b>		<b>\$ 1,567,354.87</b>

<b>LIABILITIES AND EQUITY:</b>		
<b>Current Liabilities</b>		
Payroll Liabilities	\$	-
Sales Tax Payable	\$	1,717.78
		\$ 1,717.78

<b>Unearned Revenue:</b>		
Buffer Law Funds 2022	\$	11,340.78
Buffer Law Funds 2023	\$	17,000.00
Conservation Delivery 2022	\$	6,907.97
Conservation Delivery 2023	\$	21,240.00
Local Capacity Services 2022	\$	23,827.00
Local Capacity Services 2023	\$	143,745.00
DC Drinking Water PP 2022	\$	54,685.50
Soil Health Care FY23	\$	14,175.00
State Cost Share 2022	\$	10,198.00
State Cost Share 2023	\$	22,054.00
2019 WBF Metro	\$	-
WBIF 2021 Cannon River	\$	2,410.99
WBIF 2022 Cannon River	\$	152,443.00
WBIF 2021 Miss River East	\$	16,049.00
WBIF 2021 MN River South	\$	9,661.38
WBIF 2021 Vermillion River	\$	9,877.35
WBIF 2022 Vermillion River	\$	81,000.00
WBF 2022 Black Dog	\$	25,000.00
WBF 2022 E-IGH	\$	37,500.00
DC Natural Resources Block Grant	\$	52,804.00
DC Operating Allocation	\$	323,476.51
Total Unearned Revenue		\$ 1,035,395.48

<b>Total Liabilities:</b>	<b>\$ 1,037,113.26</b>
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Fund Balance Beginning of Year	\$ 712,576.02
YTD Net Income/loss	\$ (182,334.41)
Fund Balance End of Current Period	\$ 530,241.61

<b>TOTAL LIABILITIES AND EQUITY:</b>	<b>\$ 1,567,354.87</b>
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**Dakota County SWCD  
Income and Expense Summary  
March 2023**

	Current Month	Year to Date
<b>Income</b>		
County Revenues	\$ 36,041.83	\$ 107,925.49
State Revenues	\$ 250.02	\$ 250.02
Local Revenues	\$ 4,446.00	\$ 4,446.00
Interest Earnings	\$ 1,256.85	\$ 1,303.16
Charges for Services	\$ 2,100.00	\$ 4,082.00
Tree Program Revenues	\$ 4,302.92	\$ 24,066.04
<b>Total Income</b>	<b>\$ 48,397.62</b>	<b>\$ 142,072.71</b>
<b>Expense</b>		
County Expenses	\$ -	\$ 7,680.20
State Expenses	\$ -	\$ 8,468.75
Local Expenses	\$ 22.98	\$ 3,693.53
Operating Expenses	\$ 1,721.76	\$ 17,174.09
Payroll/Personnel Expenses	\$ 146,141.55	\$ 286,241.47
Project Expenses	\$ 268.70	\$ 772.80
Tree Program Expenses	\$ -	\$ 376.28
<b>Total Expense</b>	<b>\$ 148,154.99</b>	<b>\$ 324,407.12</b>
		-
<b>Net Income</b>	<b>\$ (99,757.37)</b>	<b>\$ (182,334.41)</b>

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Consent Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/13/2023

Prepared by: Brian Watson

**PURPOSE/ACTION REQUESTED:**

Adopt 2022 Annual Report

**SUMMARY:**

Staff has drafted a 2022 Annual Report to demonstrate the work, pollutant reductions and community engagement over the past year. The Annual Report will be available to partners and elected officials, posted and shared online through our website, linked through our social media, and available while tabling public events.

The purpose of this Annual Report is to market our programs and provide a snapshot of the past year. It is also necessary in order to meet performance standards of the Minnesota Board of Water and Soil Resources.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Cost to complete the 2022 Annual Report is approximately \$2,000 and is funded through our allocation from Dakota County.

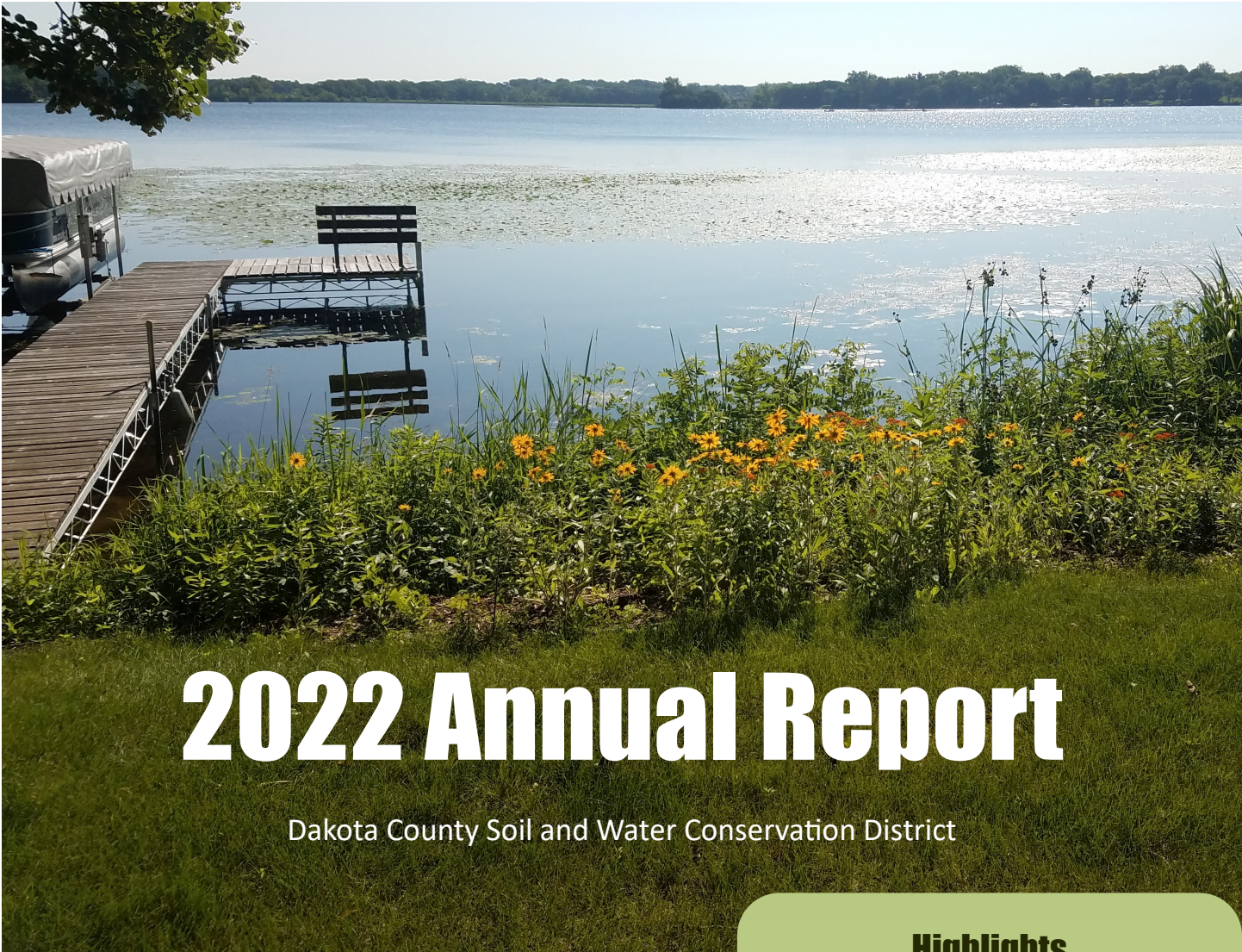
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**Supporting Documents:**

Draft 2022 Annual Report

**Previous Board Action:**

None



# 2022 Annual Report

Dakota County Soil and Water Conservation District

## Conservation work kept the Dakota County Soil and Water Conservation District busy in 2022.

Working towards clean water and healthy soil, the Dakota County Soil & Water Conservation District (Dakota SWCD)'s focus is to **reduce soil and nutrient loss, improve water quality in lakes and streams, protect groundwater resources and enhance wildlife habitat.**

This **work is done in partnership** with federal, state and local governments, nonprofit organizations and most importantly, the **people that live and work in Dakota County.**

Thank you for partnering with us on land and water conservation projects. We look forward to continued partnerships in 2023!

## Conservation Connection

Need some information about the many different programs we offer? Head over to our **website - [www.dakotaswcd.org](http://www.dakotaswcd.org)** - to learn more!

Connect with us on—**Facebook or Instagram!**

Got conservation on your mind? Stop by our office, give us a call or shoot us an email with your questions and we can discuss potential partnerships and cost share opportunities!

## Highlights

In 2022, the Dakota SWCD...

- Assisted landowners with land and water issues at over **186 sites** around the county
- Provided technical assistance and cost share funds to **install 92 conservation projects** resulting in the **removal of 1,435 lbs of phosphorous, 1,079 tons of total suspended solids (sediment) and 13,729 lbs of nitrogen** from reaching our lakes, streams or groundwater resources annually
- **Engaged over 2,000 individuals through a variety of education and outreach programs** regarding ways to benefit water quality, improve soil health, and enhance wildlife habitat including the use of pollinators and plants.
- Monitored water quality in **26 water bodies across 4 watersheds.**



## Conservation in action across Dakota County

In 2022, Dakota SWCD worked with landowners, residents, cities, schools, churches, and businesses to reduce and control erosion, limit the impact of floods through stormwater management, ensure soil health and productivity, protect water quality, and preserve wildlife habitat.

Dakota SWCD staff provided technical assistance on projects that included evaluating the appropriate conservation practice, topographic surveys, feasibility studies, design, and construction oversight.

Along with providing technical assistance throughout the planning and installation process, over \$313,000 of funding was provided through cost share programs that included:



Restored 13 acres of native prairie



Constructed 4,860 linear feet of grassed waterways



Established cover crops on 3,191 acres of cultivated land



Developed restoration plans for native plant communities



Created online tools to help farmers improve efficiency and conserve water



Stabilized shorelines in partnership with landowners, cities and watershed partners



Increased water storage capacity by restoring wetlands and installing water control basins



Scan here to check out our Conservation Project Map

**Conservation projects can only happen as a result of partnerships big and small! The Dakota SWCD worked with partners on several projects this year, including:**

- Almquist Sediment Retention Basins
- Vermillion River Watershed Joint Powers Organization and Conservation Corps - Vermillion River Restoration
- City of Burnsville and Conservation Corps - Crystal Lake Shoreline Restoration
- Jordan and Braun Wetland Restoration Projects
- Spring Lake Park Erosion and Gully Stabilization
- Bauer Gully Stabilization
- Ravenna Trail Ravine Stabilization
- North River Hills Native Prairie Restoration
- Peine Farms Cover Crops
- Bridges Grassed Waterways
- Bergum Streambank Stabilization
- City of Rosemount Jaycee Park Bioretention Basin







The Dakota SWCD was proud to announce Dave and Maureen Fasbender as our **2022 Outstanding Conservationist** due to their commitment to and leadership in improving and protecting water quality, soil health, and wildlife habitat through conservation.

The Fasbenders manage the family farm where Maureen grew up, land that has been in the family for more than a century. They have a long track record of working with the Dakota SWCD and over the years have installed numerous water and sediment control basins, grassed waterways, and diversions.

Much of their land is at the headwater of the Trout Brook and they recently completed a grade stabilization project to reduce the amount of sediment reaching this important trout stream.

Congratulations to Dave and Maureen Fasbender and thank you for your continued partnership and being stewards of our natural resources!

## Groundwater Update

The Dakota SWCD continues to assist county and state partners with groundwater efforts. At this time, most efforts are related to implementing practices that help protect the quality of our groundwater. In 2022, the Dakota County Board of Commissioners adopted the Agricultural Chemical Reduction Effort (ACRE) Plan, a key task within the full County Groundwater Plan that outlines strategies for improving our groundwater resources.

These efforts parallel the Minnesota Department of Agriculture's monitoring and outreach work in the Hastings Drinking Water Supply Management Area (DWSMA). The Dakota SWCD also assists with coordination of a Local Advisory Team for the Hastings DWSMA.

## Tree Sale

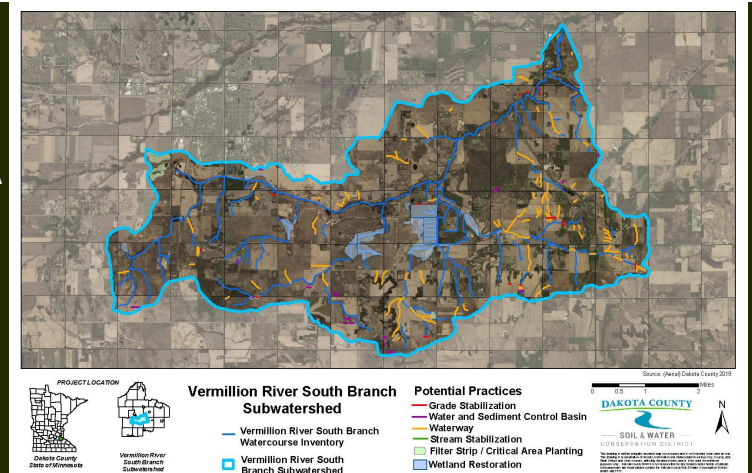
The Dakota SWCD held an annual tree sale in 2022 offering high-quality deciduous shrub, tree, and conifer bare-root seedlings at a low cost for urban and rural conservation purposes.

The 22,050 seedlings sold through the tree sale were all species native to Dakota County and were available in late April for early spring planting.

## Subwatershed Assessments

2022 activities included the completion of two additional sub-watershed assessments (SWAs): the South Branch Vermillion River and Chub Lake/Chub Creek Headwaters. A SWA is a prioritization process used to identify cost-effective water quality improvement projects. The SWA includes evaluating a specific geographic area, identifying specific pollutants to address in that area, and evaluating specific locations and project types that can help reduce those pollutants. The final report includes a list of potential projects ranked on cost-effectiveness.

The SWA process helps prioritize conservation project opportunities, initiates discussions with landowners about implementing those projects, and aids in future funding requests. Since 2016, the Dakota SWCD has completed eight SWAs throughout Dakota County. There are currently two SWAs in progress and three additional SWAs are scheduled to start in 2023.



## Partners

*This is a partial list of partners the Dakota SWCD worked with in 2022 (alphabetically):*

- Black Dog Watershed Management Organization
- Cities and Townships of Dakota County
- Cannon River Watershed Joint Powers Board
- Clean River Partners
- Conservation Corps of Minnesota & Iowa
- Dakota County
- Egan-Inver Grove Heights Watershed Management Organization
- Lower Minnesota River Watershed District
- Lower Mississippi River Watershed Management Organization
- Metropolitan Council
- Metro Conservation Districts Joint Powers Board
- North Cannon River Watershed Management Organization
- State of MN: Board of Water & Soil Resources; Department of Agriculture; Department of Health; Department of Natural Resources; Pollution Control Agency
- USDA: Natural Resources Conservation Service
- Vermillion River Watershed Joint Powers Organization

## Landscaping for Clean Water

**2022 kicked off the 16th year of our Landscaping for Clean Water program.** We continued our partnership with watershed management organizations and cities to provide landowners with the skills and resources needed to protect local water quality and provide habitat for pollinators through the installation of raingardens, native gardens, and native shoreline plantings.

**355 individuals participated in a virtual Introduction Class**, where participants learned about local water quality concerns and how residents can help improve water quality on their own property.

**176 individuals took part in the Design Course**, including 52 one-on-one virtual consultations with SWCD staff to walk through the design process, select plants, and answer project questions. SWCD staff provided on-site project layout and installation guidance for participants installing a project on their property, resulting in **39 completed projects.**

In addition, **93 people participated in maintenance workshops** that provided season-specific information on how to maintain and promote the health, performance, and beauty of their project.



## Dakota County SWCD Board of Supervisors & Staff December 2022

### Board

District 1: Kevin Chamberlain, Vice Chair  
District 2: Laura Zanmiller, Chair  
District 3: Chelsea Skog, Secretary  
District 4: Bruce Johnson, Public Relations & Information Officer  
District 5: Jayne Hager Dee, Treasurer



### Staff

Brian Watson, District Manager  
Curt Coudron, Project Management Supervisor  
Joe Barten, Sr. Resource Conservationist  
Ashley Gallagher, Sr. Resource Conservationist  
Todd Matzke, Resource Conservationist  
Matthew Sorvig, Resource Conservationist  
John Stelzner, Resource Conservationist  
Lindsey Albright, Water Resource Specialist  
Dave Holmen, GIS Specialist  
Pam LaValle, Finance & Grants Coordinator  
Diane Schmidtke, Administrative Specialist



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

Request for Board Action

Roll Call Vote

Meeting Date: 4/13/2023

Prepared by: Ashley Gallagher

**PURPOSE/ACTION REQUESTED:**

Authorize amending existing contract with WSB and Associates for Model Mining Ordinance Project.

**SUMMARY:**

The Dakota SWCD was awarded a Clean Water Fund grant through the Minnesota Department of Health (MDH) for reviewing existing mining ordinances of cities and township in Dakota County and developing draft template language for a model mining ordinance. The Dakota SWCD is working closely with Dakota County groundwater staff on this project.

Work began after contract execution in September 2022. Review of existing mining ordinances is complete and meetings were held with cities and townships on March 23<sup>rd</sup> to gather input. Another set of meetings is scheduled for April 27<sup>th</sup> where the model ordinance will be presented. There has been a lot of information gathered and not all of this information is appropriate to include in an ordinance. Feedback obtained recommended that the background information is helpful but should be provided as a supporting document to the model mining ordinance. The supporting document will require more time to complete.

The contract with WSB and Associates is currently set to expire May 1, 2023. The amendment would extend the current contract with WSB and Associates to May 31, 2023 and allow more time to work on the supporting document. No other changes to the existing contract with WSB and Associates would occur.

The Dakota SWCD grant agreement with the MDH expires June 30, 2023. It is anticipated that all grant tasks will be completed within the terms of the grant agreement.

**EXPLANATION OF FISCAL/FTE IMPACT:**

None at this time.

**Supporting Documents:**

None

**Previous Board Action:**

Motion 22.135 on 4/14/22  
Authorization to submit and execute MDH grant

Motion 22.179 on 8/11/22  
Award contract to WSB

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/13/2023

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Mark Malecha not to exceed \$14,535 for the installation of two water and sediment control basins.

**SUMMARY:**

Mark Malecha is proposing to construct two water and sediment control basins in Greenvale Township in the Cannon River Watershed. Surface water runoff is causing gullies to form in the field. The basins will be constructed to capture runoff and slowly release it through an underground pipe to a stable outlet.

Total cost of the project is estimated at \$17,100. Staff is recommending approval at 85% cost share not to exceed \$14,535.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through our FY22 State Cost Share Grant, our agreement with Dakota County and the North Cannon River Watershed Management Organization.

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**Supporting Documents:**

23-IPP-02 Malecha, Mark WASCBs Factsheet

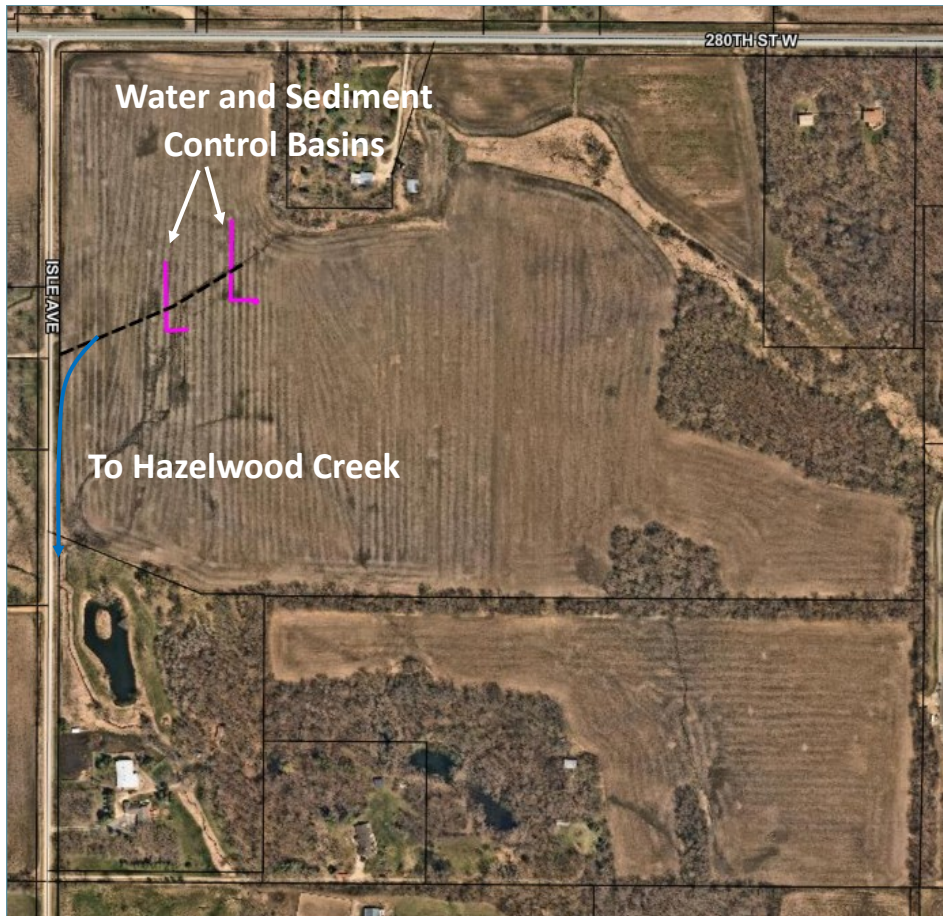
**Previous Board Action:**

None



# MARK MALECHA

## WATER AND SEDIMENT CONTROL BASINS



### PRACTICE:

- Water and Sediment Control Basins

### BENEFITS:

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

### PARTNERS:

- North Cannon River Watershed Management Organization
- Dakota County
- Minnesota Board of Water and Soil Resources
- USDA - Natural Resources Conservation Service

### WATERSHED:

- Cannon River

### RECEIVING WATERS:

- Hazelwood Creek

### INSTALLATION:

- Spring 2023

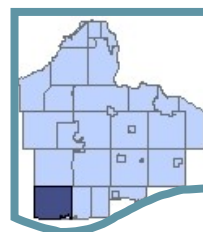
**PROJECT:** Two water and sediment basins with underground outlets will be installed to control gully erosion caused by surface water runoff.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$17,100</b>
	<b>Cost Share Amount:</b>	<b>\$14,535</b>
	<b>Landowner Amount</b>	<b>\$2,565</b>



### LOCATION:

Greenvale  
Township



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/13/2023

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Carol Leifeld not to exceed \$20,825 for the installation of a grassed waterway.

**SUMMARY:**

Carol Leifeld is proposing to reconstruct an existing grassed waterway in Hampton Township in the Cannon River Watershed. The grassed waterway has exceeded its design lifespan and surface water runoff is causing gullies to form alongside the grassed waterway in the field. The reconstructed waterway will convey additional runoff within the grassed waterway and reduce future erosion.

Total cost of the project is estimated at \$24,500. Staff is recommending approval at 85% cost share not to exceed \$20,825.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through our FY21 Cannon WBIF Grant.

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**Supporting Documents:**

23-IPP-04 Leifeld, Carol WW Factsheet

**Previous Board Action:**

None



# CAROL LEIFELD

## GRASSED WATERWAY



### PRACTICE:

- Grassed Waterway

### BENEFITS:

- 6.4 tons of sediment per year prevented from traveling downstream
- 6.4 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:

- Spring 2023

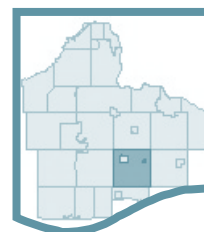
**PROJECT:** Surface water runoff was causing gully erosion along and in the existing waterway that is beyond it's functional life. The project includes the construction of a grassed waterway to convey the runoff and reduce future erosion.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$24,500</b>
	<b>Cost Share Amount:</b>	<b>\$20,825</b>
	<b>Landowner Amount</b>	<b>\$3,675</b>



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

**LOCATION:**  
Hampton Township



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/13/2023

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Mary Schwendig not to exceed \$14,280 for the installation of two grassed waterways.

**SUMMARY:**

Mary Schwendig is proposing to reconstruct two grassed waterways totaling 2,000 feet in Hampton Township in the Vermillion River Watershed. Sediment accumulation in the existing grassed waterways is causing gullies to form alongside the grassed waterways in the field. The reconstructed waterways will convey additional runoff and reduce future erosion.

Total cost of the project is estimated at \$16,800. Staff is recommending approval at 85% cost share not to exceed \$14,280.

**EXPLANATION OF FISCAL/FTE IMPACT:**

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

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**Supporting Documents:**

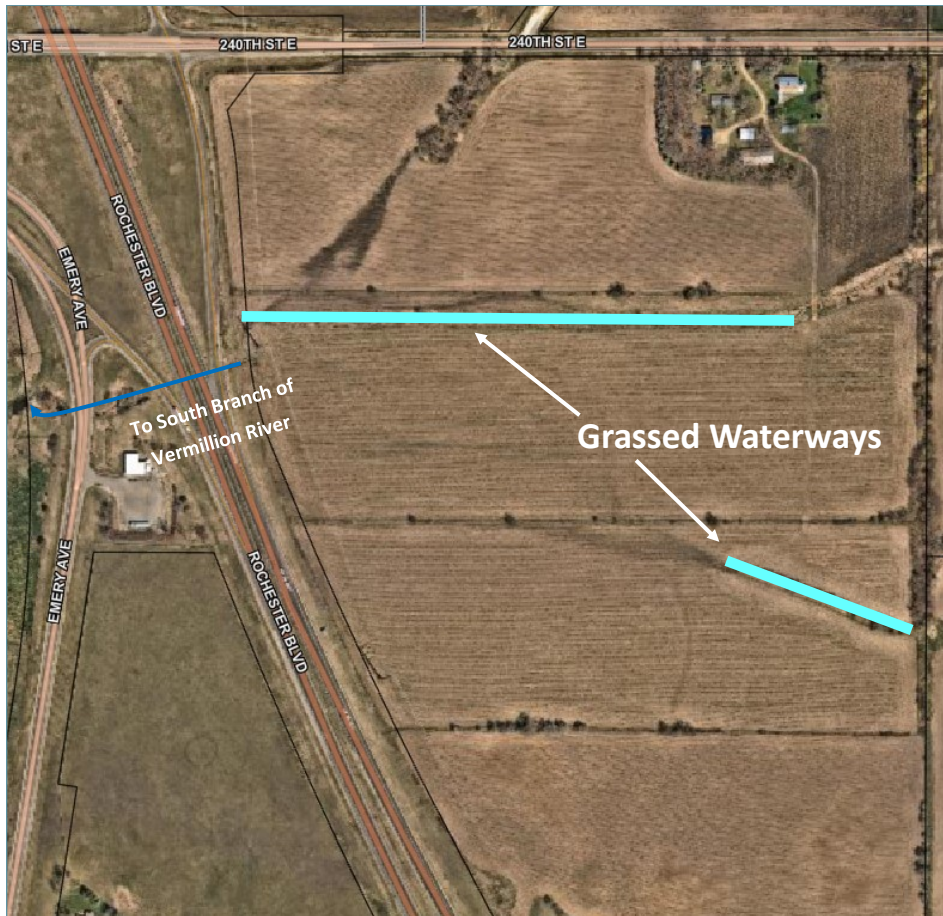
23-IPP-07 Schwendig, Mary WWs Factsheet

**Previous Board Action:**

None



# MARY SCHWENDIG GRASSED WATERWAYS



### PRACTICE:

- Grass Waterways

### BENEFITS:

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

### PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- USDA - Natural Resources Conservation Service

### WATERSHED:

- Vermillion River

### RECEIVING WATERS:

- South Branch Vermillion River

### INSTALLATION:

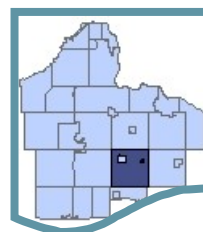
- Spring 2023

**PROJECT:** Install two grassed waterway to eliminate gullies in the agricultural fields

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$16,800</b>
	<b>Cost Share Amount:</b>	<b>\$14,280</b>
	<b>Landowner Amount</b>	<b>\$2,520</b>



**LOCATION:**  
Hampton Township





**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/13/2023

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Arthur Kalmes not to exceed \$1,500 for the installation of a native prairie with pollinator habitat.

**SUMMARY:**

Arthur (Art) Kalmes is proposing to install a 0.5 acre native prairie with pollinator habitat in Burnsville in the Minnesota River Watershed. Existing turf grass will be replaced with native prairie plants. The project will improve infiltration, protect water quality, and provide pollinator habitat.

The total eligible costs of the project are estimated at \$1,900. Projects that install native prairie vegetation with pollinator habitat are eligible for cost share up to \$3,000 per acre. Staff is recommending approval at 85% cost share not to exceed \$1,500.

**EXPLANATION OF FISCAL/FTE IMPACT:**

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

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**Supporting Documents:**  
23-IPP-03 Kalmes, Arthur NPR Factsheet

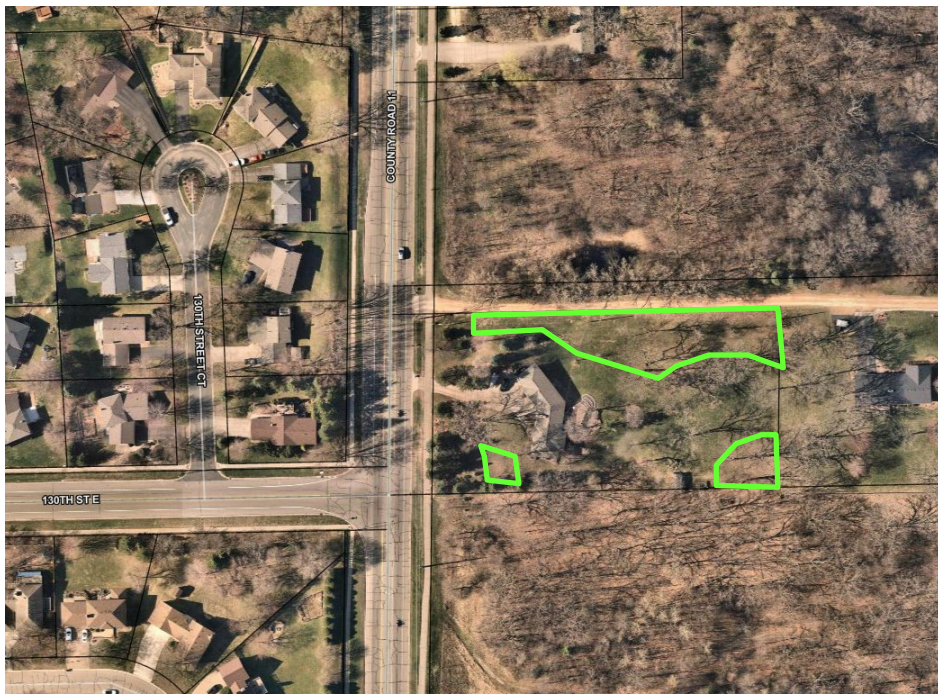
**Previous Board Action:**  
None





## ART KALMES

# NATIVE PRAIRIE RESTORATION



### PRACTICE:

- Restoration of Rare and Declining Native Plant Communities

### BENEFITS:

- 0.1 tons of sediment per year prevented from traveling downstream
- Improved wildlife habitat, in particular for pollinators.

### PARTNERS:

- Dakota County

### WATERSHED:

- Minnesota River

### RECEIVING WATERS:

- Minnesota River

### INSTALLATION:

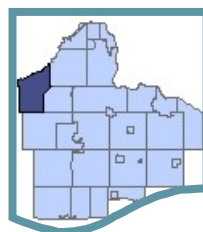
- Fall 2023

**PROJECT:** 0.5 acres of turfgrass will be restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion and provide wildlife habitat, particularly for pollinators.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$1,900</b>
	<b>Cost Share Amount:</b>	<b>\$1,500</b>
	<b>Landowner Amount</b>	<b>\$400</b>



**LOCATION:**  
Burnsville



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/13/2023

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Jeffrey Hoffman not to exceed \$5,700 for the installation of a native prairie with pollinator habitat.

**SUMMARY:**

Jeffrey (Jeff) Hoffman is proposing to install a 1.9 acre native prairie with pollinator habitat in Rosemount in the Vermillion River Watershed. Existing turf grass will be replaced with native prairie plants. The project will improve infiltration, protect water quality, and provide pollinator habitat.

The total eligible costs of the project are estimated at \$8,600. Projects that install native prairie vegetation with pollinator habitat are eligible for cost share up to \$3,000 per acre. Staff is recommending approval at 85% cost share not to exceed \$5,700.

**EXPLANATION OF FISCAL/FTE IMPACT:**

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

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**Supporting Documents:**  
23-IPP-05 Hoffman, Jeff NPR Factsheet

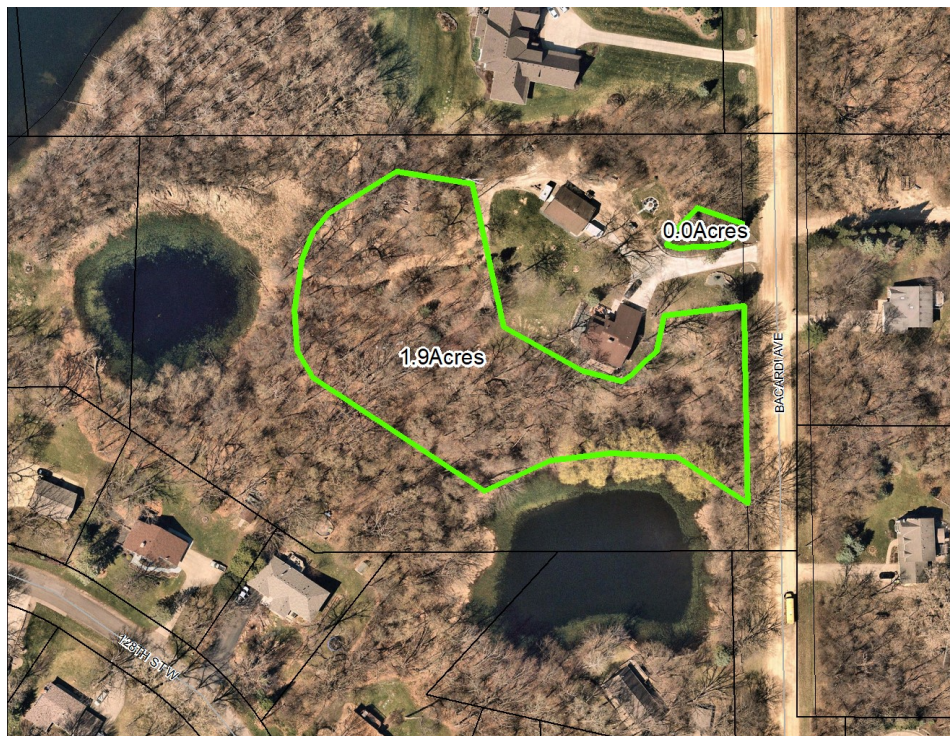
**Previous Board Action:**  
None





# JEFF HOFFMAN

# NATIVE PRAIRIE RESTORATION

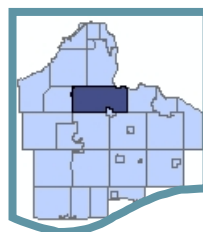


**PROJECT:** 1.9 acres of turfgrass, buckthorn, and boxelders will be restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion and provide wildlife habitat, particularly for pollinators.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$8,600</b>
	<b>Cost Share Amount:</b>	<b>\$5,700</b>
	<b>Landowner Amount</b>	<b>\$2,900</b>



**LOCATION:**  
Rosemount



## PRACTICE:

- Restoration of Rare and Declining Native Plant Communities

## BENEFITS:

- 0.84 tons of sediment per year prevented from traveling downstream
- Improved wildlife habitat, in particular for pollinators.

## PARTNERS:

- Dakota County

## WATERSHED:

- Vermillion River

## RECEIVING WATERS:

- DNR Wetland 19-008

## INSTALLATION:

- Fall 2023

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Voice Vote

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Meeting Date: 4/13/2023

Prepared by: Brian Watson

**PURPOSE/ACTION REQUESTED:**

Authorize execution of grant agreement with Metropolitan Council for water monitoring services on the Vermillion and Cannon Rivers.

**SUMMARY:**

Staff has performed water monitoring services for the Metropolitan Council under their Watershed Outlet Monitoring Program (WOMP) for several years. There are established WOMP monitoring stations on both the Vermillion River in Hastings and the Cannon River in Welch.

These monitoring locations are part of the Minnesota Pollution Control Agency’s (MPCA) Watershed Pollutant Load Monitoring Network (WPLMN). This statewide network of long-term monitoring sites provides data used to measure and compare regional differences and trends in pollutant loadings from Minnesota’s main stem rivers.

The grant agreement includes both monitoring locations and has a two-year term of February 2, 2023 until December 31, 2024.

**EXPLANATION OF FISCAL/FTE IMPACT:**

The grant agreement would provide up to \$32,000 in revenue for services over the two-year period minus supply and travel costs estimated at \$3,500. Staff time to provide this service will be included in the 2023 and 2024 staff work plans.

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**Supporting Documents:**

Met Council Grant Agreement for WOMP

**Previous Board Action:**

None

**GRANT AGREEMENT  
BETWEEN  
THE METROPOLITAN COUNCIL  
AND  
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT  
FOR THE METROPOLITAN AREA  
WATERSHED OUTLET MONITORING PROGRAM (WOMP2)**

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into by and between the **METROPOLITAN COUNCIL** (the “Council”) and Dakota County Soil and Water Conservation District (the “Grantee”), each acting by and through its duly authorized officers.

**WHEREAS:**

1. Under Minnesota Statutes section 473.157, the Council is responsible for developing objectives for all watersheds in the metropolitan area.
2. A search of the available data yielded very little data adequate for use in the development of target pollution loads.
3. On January 12, 1995, the Council authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Council entered into a Joint Powers Agreement with the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency (“State”) under which the State agrees to provide certain funds for the purposes of the Metropolitan Area Watershed Outlet Monitoring Program (“WOMP”).
5. The Grantee has an interest in collecting water quality data at the watershed outlet.
6. The Grantee has the technical capability to conduct a watershed outlet monitoring program.
7. The Council has reviewed the Grantee’s proposal and desires to assist it in the collection of data.

**NOW, THEREFORE**, the Council and the Grantee agree as follows:

**I. GRANTEE PERFORMANCE OF GRANT PROJECT**

**1.01 Grant Project.** Grantee will perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this Agreement by reference, and in accordance with the terms and conditions of this Agreement. Specifically, the Grantee will perform the specific activities in Exhibit A (“WOMP Monitoring Work Plan”) and undertake the financial responsibilities in Exhibit B (“WOMP Monitoring Financial Responsibilities” document), both of which are attached to and incorporated in this Agreement. These activities and financial responsibilities are referred to as the “Grant Project”.

**1.02 Use of Contractors.** With the approval of the Council’s Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains

primary responsibility to the Council for performance of the Grant Project and the use of the contractor does not relieve the Grantee from any of its obligations under this Agreement.

**1.03 Material Representations.** All representations contained in Grantee's application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this Agreement by reference.

## **II. AUTHORIZED USE OF GRANT FUNDS**

**2.01 Authorized Uses.** Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Financial Responsibilities document (Exhibit B). Grantee may also use grant funds to prepare the expense report required by paragraph 5.02 of this Agreement. No other use of grant funds is permitted.

**2.02 Unauthorized Uses of Grant Proceeds.** Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance and in writing by the Council's Grant Manager.

**2.03 Project Equipment and Supplies.** With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. For any personal property purchased under this Agreement, Grantee will comply with the personal property management requirements in article VIII.

## **III. GRANT AMOUNT AND DISTRIBUTION**

**3.01 Maximum Grant Amount.** The Council will pay to the Grantee a Maximum Grant Amount of \$32,000. Provided, however, that in no event will the Council's obligation under this Agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$32,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council bears no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

**3.02 Distribution of Grant Funds.** The Council will distribute Grant funds according to the following schedule:

- a. Within thirty working days after Council execution of this Agreement, the Council will distribute to the Grantee 45% of the Maximum Grant Amount.
- b. Upon Council approval of Grantee's February 2024 financial report required by paragraph 5.02, the Council will distribute to the Grantee 10% of the Maximum Grant Amount.
- c. Upon approval of Grantee's January 2025 financial report required by paragraph 5.02, the Council will distribute to Grantee the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee by the Council exceeds the cumulative amount expended by the Grantee on eligible expenses as specified in

paragraph 2.01, the Council will notify Grantee of the amount of over-payment. Grantee will repay to the Council the amount of the overpayment within 30 calendar days of receipt of notice from the Council.

The Council will not make any payments under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is owed. Distribution of any funds or approval of any report is not a waiver by the Council of any Grantee noncompliance with this Agreement.

**3.03 Repayment of Unauthorized Use of Grant Proceeds.** Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee will promptly repay the amounts to the Council.

**3.04 Reversion of Unexpended Funds.** All funds granted by the Council under this Agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 will revert to the Council.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Grant Project Costs.** Grantee must support all costs charged to the Grant Project with proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Grant Project Information.** Grantee will establish and maintain accurate, detailed, and complete separate accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this Agreement, and ii) the receipt and expenditure of all grant funds under this Agreement. The Grantee will establish and maintain this information in accordance with generally accepted accounting principles and practices and retain intact all Grant Project information until the latest of:

- a. complete performance of this Agreement; or
- b. six years following the term of this Agreement; or
- c. if any litigation, claim, or audit is commenced during either of these periods, then when all the litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, Grantee's contract for these services must include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of this information in accordance with paragraph 4.03.

**4.03 Audit.** The accounts and records of the Grantee relating to the Grant Project are subject to audit. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and either the legislative auditor or the state auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for access and inspection.

#### **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Monitoring Work Plan.** The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Financial Responsibilities document (Exhibit B) lists

the Grantee expenses eligible for reimbursement by the Council, subject to the limitations of paragraph 2.01. Grantee will abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

**5.02 Grant Project Financial Reports.** In February 2024 and January 2025, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the preceding twelve calendar months which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

**5.03 Changed Conditions.** Grantee will notify the Council immediately of any change in conditions, law or ordinance, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this Agreement.

## **VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** Grantee will complete the Grant Project activities specified in paragraph 1.01 during the period from February 1, 2023 through December 31, 2024 (the "Project Activity Period").

**6.02 Term.** The term of this Agreement extends from the effective date of this Agreement to a date 60 calendar days following the end of the Project Activity Period, to permit closeout of this Agreement.

**6.03 Termination.** Either the Council or the Grantee may terminate this Agreement at any time, with or without cause, by providing the other party written notice of termination at least 30 days prior to the effective date of termination. Upon termination Grantee is entitled to compensation for Grant Project activities in accordance with this Agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of termination. Upon the effective date of termination, a) all data collected by Grantee prior to the effective date of termination must be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with grant funds must be turned over to the Council by Grantee.

**6.04 Termination by Council for Noncompliance.** If the Council finds that there has been a failure to comply with the provisions of this Agreement, the Council may terminate the Agreement at any time with seven calendar days written notice to the Grantee. If Grantee fails to cure the noncompliance within that seven calendar day period, the Agreement is terminated for noncompliance. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this Agreement and require the Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing in this Agreement may be construed to limit the Council's legal remedies to recover grant funds.

**6.05 Effect of Grant Project Closeout or Termination.** Grant Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Grantee by this Agreement. Grant Project closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

## **VII. COUNCIL'S GRANT MANAGER AND PROJECT MANAGER**



Financial aspects of this Agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this Agreement is Joe Mulcahy, or other person as may be designated in writing by the Council.

Technical aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this Agreement is Casandra Champion, or other person as may be designated in writing by the Council.

Nothing in this Agreement authorizes the Grant Manager or Project Manager to execute amendments to this Agreement.

## **VIII. GRANT PROPERTY AND DATA.**

**8.01 Title.** Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

**8.02 Maintenance.** Grantee will maintain any personal property at the site in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee must immediately notify the Council's Project Manager.

**8.03 Utility Services.** The Council will make arrangements with local utilities to provide both telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station will be in the name of the Council. All telephone and electric utility costs for the monitoring station will be paid by the Council.

**8.04 Grant Project Closeout or Termination.** No later than a) the effective date of termination as provided in Sections 6.03 or 6.04 of this Agreement or b) no later than 60 calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable Grantee must turn over to the Council:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of; and
- ii) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds.

If the Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP2) through a subsequent grant agreement with the Council, Grantee is not required to comply with Section 8.04 subparagraph (ii) until Grantee's participation in the WOMP2 program ceases.

## **IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this Agreement may be changed only by mutual written agreement of the parties. These changes will be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this Agreement.

**9.02 Assignment Prohibited.** Except as provided in paragraph 1.02, the Grantee may not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without the express prior written consent of the Council. The Council may condition this consent on compliance by the Grantee with terms and conditions specified by the Council.

**9.03 Indemnification.** The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including without limitation attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, contractors, or subcontractors.

**9.04 Grant Project Data.** Grantee may not copyright or patent the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant. The Grantee must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this Agreement. If Grantee receives a request to release grant project data, Grantee must immediately notify and consult with the Council's Project manager. Grantee's response to the request must comply with applicable law.

**9.05 Nondiscrimination.** Grantee will comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee will not discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

**9.06 Promotional Material: Acknowledgment.** Grantee will submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee will appropriately acknowledge the grant assistance made by the State and the Council in any promotional materials, reports, and publications relating to the Grant Project.

**9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations.** Grantee will conduct the Grant Project in compliance with all applicable federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

**9.08 Workers Compensation; Tax Withholding.** The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

**9.09 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this Agreement will be controlled by and determined under the laws of the State of Minnesota.

**9.10 Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one Agreement. A copy of this Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign, or a similar program, will be deemed an original signature.

**9.11 Incorporation of Joint Powers Agreement.** The Council has undertaken certain obligations as part of a Joint Powers Agreement with the Minnesota Pollution Control Agency. A copy of the Joint Powers Agreement is attached and incorporated in to this Agreement as Exhibit C. Obligations imposed by the Joint Powers Agreement on subgrantees or subcontractors are binding on the Grantee, and the terms

of the Joint Powers Agreements are incorporated into this Agreement. The terms of the Joint Powers Agreement which are specifically incorporated include, without limitation, the following:

- Section 7 State Audits
- Section 8 Government Data Practices
- Section 9 Intellectual Property Rights
- Section 12 E-Verify Certification
- Section 13 Clean Water Funding

This paragraph does not create any contractual relationship between the State and Grantee. The Grantee is not a third-party beneficiary of the Joint Powers Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates below. This Agreement is effective upon final execution by both parties.

**GRANTEE** \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Sam Paske  
Assistant General Manager, Planning Department

## EXHIBIT A

### WOMP MONITORING WORK PLAN

The Grantee, **Dakota County Soil and Water Conservation District**, will operate and maintain the water quality monitoring sites at **Vermillion River in Vermillion Falls Park Hastings, MN and Cannon River near Welch, MN (co-located with USGS)**. The Grantee, or designated agent, will conduct monitoring work from February 1, 2023 through December 31, 2024. The Grantor, Metropolitan Council Environmental Services (MCES) will provide training, supplies and technical support to the Grantee and/or its designated agent through the WOMP Coordinator, Casandra Champion.

#### **CONTACT INFORMATION**

Casandra Champion, WOMP Coordinator  
651-602-8745 (office)  
[Casandra.champion@metc.state.mn.us](mailto:Casandra.champion@metc.state.mn.us)

Daniel Henely, Assistant Manager Water Resources  
651-602-8085 (office)  
[Daniel.henely@metc.state.mn.us](mailto:Daniel.henely@metc.state.mn.us)

MCES Lab Services Logging Bench  
651-692-8293  
[Sara.voth@metc.state.mn.us](mailto:Sara.voth@metc.state.mn.us)

#### **WORKPLAN**

##### **Site Visits**

At each site visit, the Grantee will record stage, stream control conditions and obtain instantaneous temperature, conductivity, pH, dissolved oxygen, and turbidity measurements. The Grantee will record measurements and observations on an MCES Sample Submission Sheet and Field Notes form and submit the form to the WOMP Coordinator.

##### **Rating Curve Measurements**

The WOMP Coordinator will coordinate with the Grantee to ensure that flow measurements are being made approximately every six weeks, with additional targeted high-flow measurements as conditions allow. Flow measurement data collected by the Grantee will be submitted to the WOMP Coordinator. This submission should include the electronic file and a completed MCES Sample Submission Sheet and Field Notes form.

##### **Water Quality Samples**

The Grantee will routinely sample stream water quality by submitting bi-weekly grab samples, 26 samples per year. If ice conditions preclude taking a sample, the Grantee will attempt to collect the next sample after four weeks. The Grantee will measure and record temperature, conductivity, pH, dissolved oxygen and turbidity.

The first sample collected in March, June, September and December will include additional quarterly analyses as determined by the WOMP Coordinator.

If the site has an autosampler, the Grantee will collect discrete auto-grabs or flow-weighted composite samples to characterize storm events. If sufficient water volume is available, an aliquot should be poured into a separate container for temperature, conductivity, pH, dissolved oxygen and turbidity measurements.

Datalogger programming and sample collection timing will be coordinated by the WOMP Coordinator.

If the site does not have an autosampler, event grabs will be collected to characterize storm event. Event grab timing will be coordinated by the WOMP Coordinator and MPCA WPLMN staff. The WOMP Cooperator will use a Secchi Tube to measure transparency with every event grab.

**E. coli Samples**

The Grantee will collect an E. coli grab sample with every water quality grab or autosampler sample. E. coli samples must be delivered within 24 hours of collection; every effort should be made to deliver the sample within 4-5 hours.

**Quality Assurance/Quality Control Samples**

The Grantee will collect three QA/QC samples per year; one equipment blank, one routine grab field duplicate and one quarterly grab field duplicate.

**Field Meter Calibration records**

The Grantee will maintain records of field meter calibration and submit the records to the WOMP coordinator in December of each year.

**Forms and Labels**

The Grantee will complete an MCES Sample Submission Sheet and Field Notes form for every grab, autosampler, or QA/QC sample. The Grantee will clearly label all sample bottles and Whirl-Pacs with project number, location, date and time.

**Sample Submission**

The Grantee will submit all water quality samples to MCES Laboratory Services at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Grantee will notify Logging Bench staff before sample delivery. Deliveries should be prior to 2:00 PM, coordinate with Logging Bench staff if delivery will be late.

The Grantee will submit one copy of the MCES Sample Submission Sheet and Field Notes form to MCES Lab Services, one copy to the WOMP Coordinator, and keep one copy for Grantee records.

**Site Maintenance**

The Grantee will maintain the basic integrity of the site and notify the WOMP Coordinator of any unusual maintenance needs.

**WOMP Cooperator Forum**

The Grantee, or assigned representative, will attend the annual WOMP Cooperator Forum hosted by the WOMP Coordinator at Metro Plant each spring.

**Cost Accounting**

Vermillion River WOMP monitoring is eligible for up to \$10,000 during the contract period to reimburse for Vermillion River monitoring expenses up to but not exceeding \$10,000.

Cannon River WOMP monitoring is eligible for up to \$22,000 during the contract period to reimburse for Cannon River monitoring expenses up to but not exceeding \$22,000. Cannon River WOMP monitoring receives additional supplemental financial support from the MPCA via the MPCA and Met Council Joint Powers Agreement-(Exhibit C). Up to \$22,000 is available for Cannon River monitoring; excess Cannon River monitoring funds are not available to be applied to Vermillion River monitoring.

The Grantee will provide MCES with an annual invoice of costs incurred for WOMP monitoring including labor, mileage, and equipment expenses.

## EXHIBIT B

### WOMP MONITORING FINANCIAL RESPONSIBILITIES

#### Grantee Financial Responsibilities

The Grantee, **Dakota County Soil and Water Conservation District** assumes the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Vermillion River in Vermillion Falls Park Hastings, MN and Cannon River near Welch, MN (co-located with USGS)** during the Project Activity Period (February 1, 2023 through December 31, 2024).

On an annual basis the Grantee will:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of the costs as provided for in **III. Grant Amount and Distribution** of this Agreement.

#### Metropolitan Council Financial Responsibilities

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Vermillion River in Vermillion Falls Park Hastings, MN and Cannon River near Welch, MN (co-located with USGS)** during the Project Activity Period (February 1, 2023 through December 31, 2024).

On an annual basis the Council will:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan;
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all costs for the repair or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan, beyond the cost contributed by the Grantee;
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order;
- Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.