



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

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

Meeting Room 1 – Dakota County Extension and Conservation Center

4100 220th Street Farmington, MN 55024

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

CONSENT AGENDA

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

5. Approval of June 8, 2023 Meeting Minutes
6. Approval of July 13, 2023 Accounts Payable
7. Acceptance of the June 2023 Finance Report
8. Authorization to Execute Consent and Confirmation of Waiver Form with Dakota County

REGULAR AGENDA

9. Authorization to Amend Contract and Provide Final Payment to Mary Schwendig for Installation of Grassed Waterways Action
10. Authorization to Provide Final Payment to Terry Fischbach for Installation of Native Prairie with Pollinator Habitat Action
11. Authorization to Provide Partial Payment to Andy Winter for Establishing Harvestable Cover Action
12. Authorization to Execute Contract with Andy Winter for Establishing Cover Crop (1-year) Action
13. Authorization to Execute Two Contracts with Paul Gergen, Jr. for Establishing Cover Crop (1-year) Action
14. Authorization to Execute Contract with the Minnesota Department of Natural Resources for Conducting Groundwater Level Monitoring Services Action
15. Adoption of Guidelines on the use of SWCD Aid Payments Action
16. Announcements and Reports
 - Natural Resources Conservation Service
 - Dakota County
 - Cannon River Watershed Joint Powers Board
 - Vermillion River Watershed Joint Powers Organization
 - Metropolitan Conservation Districts Joint Powers Board
 - Minnesota Association of Soil and Water Conservation Districts
 - District Managers Report
 - Board of Supervisor Announcements

17. Upcoming Events

- July 13, 2023 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- July 17, 2023 North Cannon River Watershed Management Organization Summer Tour and Meeting
Sciota Town Hall, 30038 Alta Avenue Northfield – 6:00 p.m. (tour) 7:00 p.m. (meeting)
- July 17, 2023 Lower Minnesota River Watershed District Meeting
Chaska City Hall, Once City Hall Plaza 2nd Floor – 7:00 p.m.
- July 27, 2023 Vermillion River Watershed Joint Powers Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 1:00 p.m.
- August 2, 2023 Cannon River Watershed Joint Powers Board Meeting
Rice County Government Center, 320 Third Street NW, Faribault – 9:00 a.m.
- August 7-13, 2023 Dakota County Fair
Dakota County Fairgrounds, 4008 220th Street West, Farmington
- August 10, 2023 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- August 10, 2023 Minnesota Department of Agriculture’s Water Quality Certification Event
Dave and Mark Legvold Farm, 5103 315th Street West, Northfield - 3:00 to 8:00 p.m.

18. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, June 8, 2023

9:00 a.m.

4100 220th 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
Ashley Gallagher

Others Present:

Dain Olson, DCAO
Lizzy Dawson, NRCS
Chris Schmidt, 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

23.043 Motion by Skog second by Chamberlain to approve the agenda. All members voting in favor. Motion carried.

CONSENT AGENDA

5. Approval of May 11, 2023 Meeting Minutes

The May 11, 2023 meeting minutes were presented.

6. Approval of June 8, 2023 Accounts Payable

The June 2023 accounts payable was presented.

7. Acceptance of May Finance Report

The May finance Report was presented.

8. Authorization to Amend Joint Powers Agreement with Minnesota Department of Agriculture to Support Implementation of Nitrogen Fertilizer Management Plan and Groundwater Protection Rule within the Hastings Drinking Water Supply Management Area.

Amend Joint Powers Agreement with Minnesota Department of Agriculture to Support Implementation of Nitrogen Fertilizer Management Plan and Groundwater Protection Rule within the Hastings Drinking Water Supply Management Area not to exceed \$18,330 thru June 30, 2025.

23.044 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

9. Authorization to Execute Two Contracts with Wayne Peterson for Establishment of Cover Crop (1-year).

Wayne Peterson is proposing to establish a cover crop on two different fields totaling 43 acres located in Greenvale Township, Cannon River Watershed. Each field will have a separate contract. Project funds are available through our agreement with Dakota County.

23.045 Motion by Dee, second by Johnson to execute two contracts with Wayne Peterson (23-IPP-21 and 23-IPP-22) not to exceed \$805 and \$700 for establishing a cover crop. Members voting in favor: Skog, Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

10. Authorization to Execute Contract with City of Burnsville for Installation of Grade Stabilization Structure.

The City of Burnsville is proposing to construct a grade stabilization structure at Alimagnet Park in the Vermillion River Watershed. The total eligible costs of the project are estimated at \$29,800 and project funds are available through our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization. Staff is recommending approval at 85% not to exceed \$25,000.

23.046 Motion by Johnson, second by Chamberlain to execute contract with The City of Burnsville (23-CIF-01) not to exceed \$25,000 for installation of a grade stabilization structure. Members voting in favor: Johnson, Dee, Chamberlain, Zanmiller, and Skog. Motion carried.

11. Authorization to Execute Contract with Noah and Cathy Blaha for Installation of Native Prairie with Pollinator Habitat.

Noah and Cathy Blaha are proposing installation of a native prairie with pollinator habitat in Vermillion Township, Vermillion River Watershed. The total eligible costs of the project are estimated at \$1,900 and project funds are available through our FY22 Drinking Water Protection grant and our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization. Staff is recommending approval at 85% not to exceed \$1,615.

23.047 Motion by Chamberlain, second by Johnson to execute contract with Noah and Cathy Blaha (23-IPP-23) not to exceed \$1,615 for installation of a native prairie with pollinator habitat. Members voting in favor: Dee, Chamberlain, Zanmiller, Skog, and Johnson. Motion carried.

12. Authorization to Execute Contract with Janelle and Jim Cikanek for Installation of Native Prairie with Pollinator Habitat.

Janelle and Jim Cikanek are proposing installation of a native prairie with pollinator habitat in Sciota Township, Cannon River Watershed. Total eligible costs of the project are estimated at \$1,900 and project funds are available through our FY22 Drinking Water Protection grant and our agreement with Dakota County. Staff is recommending approval at 85% not to exceed \$1,615.

23.048 Motion by Dee, second by Johnson to execute contract with Janelle and Jim Cikanek (23-IPP-24) not to exceed \$1,615 for the installation of a native prairie with pollinator habitat. Members voting in favor: Chamberlain, Zanmiller, Skog, Johnson, and Dee. Motion carried.

13. Announcements and Reports

Natural Resources Conservation Service

The Natural Resources Conservation Services (NRCS) report was provided by Lizzy Dawson and Chris Schmidt. Dawson provided an update on the new EQIP organic transition initiative and Conservation Stewardship Program. Schmidt provided a staffing update and information on the state office quality assurance review.

Dakota County

No report provided.

Cannon River Watershed Joint Powers Board

No report provided.

Vermillion River Watershed Joint Powers Board

No report provided. Watson indicated that a special Board meeting has been scheduled for 1 pm today to discuss the hiring of the Administrator and the structure of the Vermillion River Watershed Joint Powers Organization.

Metropolitan Conservation Districts Joint Power Board

No report provided.

Minnesota Association of Soil and Water Conservation Districts

Zanmiller reported on recent MASWCD meetings. Watson reported the Metro Area meeting is next Tuesday at Pleasant Valley Orchard in Shafer. Three staff will be attending and eight resolutions will be brought forward for policy discussions.

District Managers Report

Watson reported the study to vacate the Extension and Conservation Center has been moved to the July 11th Physical Development Committee meeting agenda. Watson reported that we have ceased proctoring pesticide applicator testing on behalf of the Minnesota Department of Agriculture effective June 9, 2023 due to lack of funding and staff workload concerns.

Board of Supervisors Announcements

Dee reported she is in the last year of her term on the BWSR Board but will be re-applying for another term. Dee reported that she serves on the BWSR Water Management and Strategic Planning Committee and the board and staff will be beginning the strategic planning process.

14. Upcoming Events

The upcoming events were reviewed.

15. Adjourn

23.049 Motion by Chamberlain, second by Johnson to adjourn. All members voting in favor. Motion carried.

The meeting was adjourned at 9:50 a.m.

Respectfully submitted,

Chelsea Skog
Secretary

**Dakota County SWCD
Balance Sheet
June 2023**

7.0 June 2023 Finance Report

ASSETS:

Checking , Savings, CD	\$	1,462,094.89	\$1,462,094.89
Total Cash:			

Accounts Receivable:

	\$	-	\$ -
Total Accounts Receivable:			

Prepaid Items			\$ -
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TOTAL ASSETS:			\$ 1,462,094.89
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LIABILITIES AND EQUITY:

Current Liabilities

Payroll Liabilities	\$	-	
Sales Tax Payable	\$	2,137.29	\$ 2,137.29

Unearned Revenue:

Buffer Law Funds 2022	\$	7,654.28	
Buffer Law Funds 2023	\$	17,000.00	
Conservation Delivery 2022	\$	6,907.97	
Conservation Delivery 2023	\$	21,240.00	
Local Capacity Services 2023	\$	114,162.50	
DC Drinking Water PP 2022	\$	50,560.50	
Soil Health Care FY23	\$	14,175.00	
State Cost Share 2022	\$	10,128.00	
State Cost Share 2023	\$	22,054.00	
WBIF 2021 Cannon River	\$	90,691.19	
WBIF 2021 Miss River East	\$	15,457.00	
WBIF 2021 MN River South	\$	8,233.38	
WBIF 2021 Vermillion River	\$	3,978.85	
WBIF 2023 Vermillion River	\$	77,100.00	
WBIF 2022 Black Dog	\$	24,965.00	
WBIF 2022 Cannon River	\$	149,504.00	
WBIF 2022 E-IGH	\$	37,500.00	
DC Natural Resources Block Grant	\$	33,882.50	
DC Operating Allocation	\$	215,651.02	
WOMP Deferred	\$	12,578.26	
Total Unearned Revenue			\$ 933,423.45

Total Liabilities:			\$ 935,560.74
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Fund Balance Beginning of Year			\$ 712,576.02
YTD Net Income/loss			\$ (186,041.87)
Fund Balance End of Current Period			\$ 526,534.15

TOTAL LIABILITIES AND EQUITY:			\$ 1,462,094.89
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Dakota County SWCD
Income and Expense Summary
June 2023

	Current Month	Year to Date
Income		
County Revenues	\$35,941.83	\$278,262.68
State Revenues		\$126,310.51
Local Revenues		\$69,298.91
Interest Earnings	\$4,019.79	\$7,381.44
Charges for Services	\$1,275.00	\$11,082.00
Tree Program Revenues	\$0.00	\$29,954.07
	<hr/>	<hr/>
Total Income	\$41,236.62	\$522,289.61
Expense		
County Expenses	\$148.42	\$8,532.14
State Expenses	\$12,962.08	\$43,457.31
Local Expenses	\$12,433.71	\$18,701.51
Operating Expenses	\$1,588.42	\$20,888.83
Payroll/Personnel Expenses	\$102,477.84	\$595,838.35
Project Expenses	\$59.25	\$1,264.15
Tree Program Expenses	\$97.82	\$19,649.19
	<hr/>	<hr/>
Total Expense	\$129,767.54	\$708,331.48
Net Income	<u>-\$88,530.92</u>	<u>-\$186,041.87</u>

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/13/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize execution of Consent and Confirmation of Waiver Form with Dakota County

SUMMARY:

The Dakota County Attorney's Office provides legal representation and advice to both Dakota County and the Soil and Water Conservation District (SWCD). Minnesota Rules of Professional Conduct preclude the Dakota County Attorney's Office from concurrently representing entities with adverse interest due to a conflict of interest. While adverse interests are not anticipated, there exists the possibility for interest to become conflicting.

As we begin to develop and draft our new 5-year joint powers agreement with Dakota County, the Dakota County Attorney's office will be representing both Dakota County and the SWCD. Execution of the consent and confirmation waiver form acknowledges this joint representation and waives on behalf of the SWCD and Dakota County any conflict of interest that may result during the drafting and review of the joint powers agreement.

EXPLANATION OF FISCAL/FTE IMPACT:

None

Supporting Documents:

Consent and Confirmation of Waiver Form

Previous Board Action:

N/A

CONSENT AND CONFIRMATION OF WAIVER

WHEREAS, the Dakota County Attorney’s Office provides legal representation and advice to Dakota County and to the Dakota County Soil and Water Conservation District (“SWCD”) as authorized by a legal service agreement authorized by the County Board; and

WHEREAS, relevant portions of the Minnesota Rules of Professional Conduct preclude the Dakota County Attorney’s Office from concurrently representing entities with adverse interests due to the conflict of interest; and

WHEREAS, in transactions, a conflict is consentable where the entities are generally aligned in interest even though there is some difference in interest among them; and

WHEREAS, the Minnesota Rules of Professional Conduct (Rule 1.7) requires that in those instances each affected client must give informed consent in writing to the representation; and

WHEREAS, the Dakota County Attorney’s Office has been requested by Dakota County and the SWCD to assist in drafting a joint powers agreement (“JPA”); and

WHEREAS, Dakota County and the SWCD believe that their interests generally align in carrying out the purpose of the JPA; and

WHEREAS, the terms of the JPA will be negotiated between staff and the Dakota County Attorney’s Office will assist in drafting and reviewing the terms of the agreement; and

WHEREAS, in this joint representation, there exists the possibility for the interests to become conflicting, such as payment terms, liability terms and indemnification terms; and

WHEREAS, despite possibilities for such interests to conflict, Dakota County and the SWCD believe the Dakota County Attorney’s Office can adequately represent, advance, or protect each such interest without harming any other such interests.

NOW, THEREFORE, the undersigneds, on behalf of the SWCD and Dakota County, confirm and acknowledge their understanding of the foregoing and hereby agrees to Dakota County Attorney’s Office’s representation of the SWCD and Dakota County and waives on behalf of the SWCD and Dakota County any conflict of interest arising from the County Attorney’s Office joint representation of Dakota County and the SWCD regarding the JPA drafting and review.

This waiver may be withdrawn at any time by SWCD or Dakota County upon written notice to the Dakota County Attorney’s Office. If it becomes apparent that Dakota County and SWCD interests do not generally align in carrying out the purpose of the JPA, it will inform both entities that its representation in the matter will cease and the entities will be advised to seek separate legal counsel.

DAKOTA COUNTY

Dated: _____

By: _____
Matt Smith
County Manager

**DAKOTA COUNTY SOIL AND WATER
CONSERVATION DISTRICT**

Dated: _____

By: _____
Laura Zanmiller
Dakota County Soil and Water Board Chair

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/13/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize contract amendment and provide final payment of \$17,111.14 to Mary Schwendig for the installation of grassed waterways.

SUMMARY:

Mary Schwendig has completed the reconstruction of two grassed waterways in Hampton Township, Vermillion River Watershed. The project was approved for funding at the April 13, 2023 Board meeting at 85% cost share not to exceed \$14,280 and based on a cost estimate of \$16,800.

During construction additional rip-rap at the project outlet was necessary. Extra grading and shaping of the waterway was also necessary to accommodate the rip-rap. Mary Schwendig is requesting an amendment to her contract to include these additional and unanticipated project costs.

Final eligible project expenses were \$20,130.75. Project installation has been certified by SWCD staff. Staff is recommending an amendment the existing contract to include the additional project costs and to provide final payment of \$17,111.14 (85% of eligible expenses).

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.

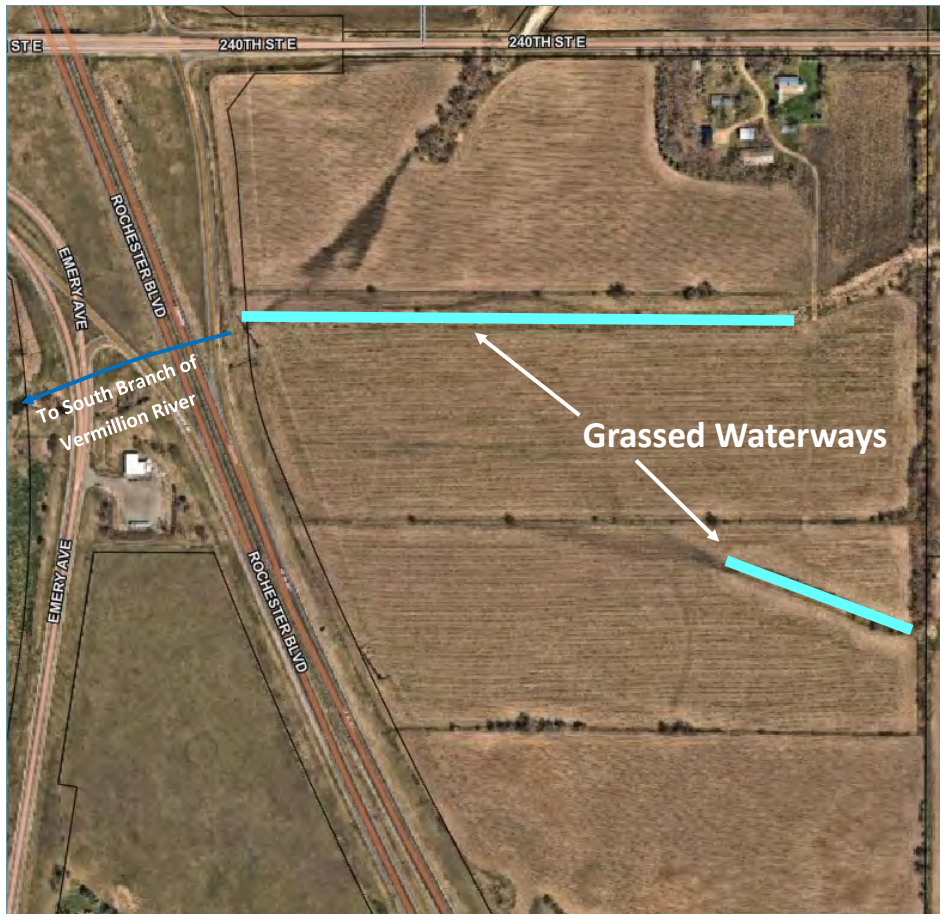
Supporting Documents:

23-IPP-07 Schwendig, Mary WW Factsheet

Previous Board Action:

Motion 23.030 on 4/13/2023
Authorization to Execute Contract

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:

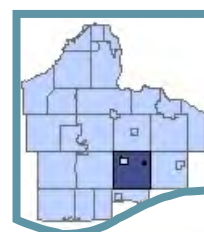
- Spring 2023

PROJECT: Surface water runoff was causing gully erosion along two existing waterways that were beyond their functional life. The project included the reconstruction of the grassed waterways to convey the runoff and reduce future erosion.

FUNDING:	Total Project Cost:	\$20,131
	Cost Share Amount:	\$17,111
	Landowner Amount	\$3,020



LOCATION:
Hampton Township





Sediment had filled in the existing grassed waterways. Runoff was flowing outside of the waterways and causing erosion in the field.



Accumulated sediment was removed and the grassed waterways were reshaped.



Mary Schwendig (landowner) checking out the progress of the rock lined channel installed at the upstream end of the waterway to collect runoff from adjacent fields.



The grassed waterway was seeded with perennial grasses. Mulch and erosion control blanket was used to reduce erosion until vegetation is established.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/13/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$3,868.19 to Terry Fischbach for the installation of a native prairie with pollinator habitat.

SUMMARY:

Terry Fischbach has completed the installation of a 3.1-acre native prairie with pollinator habitat in Ravenna Township, Vermillion River Watershed.

The project was approved for funding at the May 11, 2023 Board meeting at 85% cost share not to exceed \$6,460 and based on a cost estimate of \$7,600.

Project installation has been certified by SWCD staff. Final eligible expenses were \$4,550.81. Based on 85% of eligible expenses, staff is recommending final payment of \$3,868.19 to Terry Fischbach.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our FY22 Drinking Water Protection Grant and our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

23-IPP-18 Fischbach, Terry NPR Factsheet

Previous Board Action:

Motion 23.040 on 5/11/2023
Authorization to Execute Contract



TERRY FISCHBACH

NATIVE PRAIRIE RESTORATION



PRACTICE:

- Restoration of Rare and Declining Native Plant Communities

BENEFITS:

- 0.27 tons of sediment per year prevented from traveling downstream
- 0.7 lbs. of phosphorous per year prevented from traveling downstream
- Improved wildlife habitat, in particular for pollinators.

PARTNERS:

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

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Spring 2023

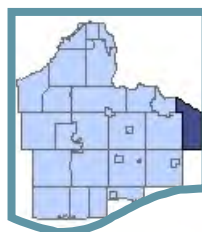
PROJECT: 3.1 acres of agricultural field and turfgrass were restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion, and provide wildlife habitat, particularly for pollinators.

FUNDING:	Total Project Cost:	\$4,551
	Cost Share Amount:	\$3,868
	Landowner Amount	\$683



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

LOCATION:
Ravenna Township





The project site included turf grass and cropped areas prior to restoration.



Two treatments of herbicide were completed to control weeds.



Cultivation provided a good seedbed for broadcast seeding.



Native prairie seed was broadcast across the site.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/13/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize partial payment of \$700 to Andy Winter for establishing a harvestable cover.

SUMMARY:

Andy Winter has completed the first year seeding under his three-year contract to maintain harvestable cover on 20 acres in Greenvale Township, Cannon River Watershed.

The project was approved for funding at the May 11, 2023 Board meeting with an incentive payment not to exceed \$2,100. The payment is equal to \$35 per acre for 20 acres over a period of three years or \$700 each year the harvestable cover is certified. A crop of alfalfa was seeded in 2023.

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 harvestable cover has been certified by District staff and 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.

Supporting Documents:

23-IPP-19 Winter, Andy Harvestable Cover Factsheet

Previous Board Action:

Motion 23.041 on 5/11/23

Authorization to Execute Contract



ANDY WINTER

HARVESTABLE COVER



PRACTICE:

- Harvestable Cover

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:

- Mud Creek

INSTALLATION:

- Fall 2023

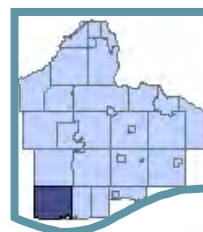
PROJECT: A harvestable perennial of alfalfa will be planted on 20 acres and remain there for 3 years. The perennial cover will provide over-winter protection of soils, erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$2,100**
(20 acres x \$35 per acre x 3 year)



LOCATION:

Greenvale
Township



ANDY WINTER

HARVESTABLE COVER

DAKOTA COUNTY



— SOIL & WATER —
CONSERVATION DISTRICT



Alfalfa with a mix of orchardgrass and tall fescue provided cover approximately 5 weeks after mid-May seeding.



The companion crop of oats grew well and was cut within a few days of this photo taken in late June.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/13/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Andy Winter not to exceed \$1,400 for the establishment of a cover crop.

SUMMARY:

Andy Winter is proposing to establish a cover crop on 40 acres. The field is located in Greenvale Township, Cannon River Watershed.

A seeding plan has been prepared and accepted. Based on our adopted cost share policy, a landowner is eligible for up to \$35 per acre on a one-year contract. SWCD staff will certify cover crop establishment after installation.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our agreement with Dakota County.

Supporting Documents:

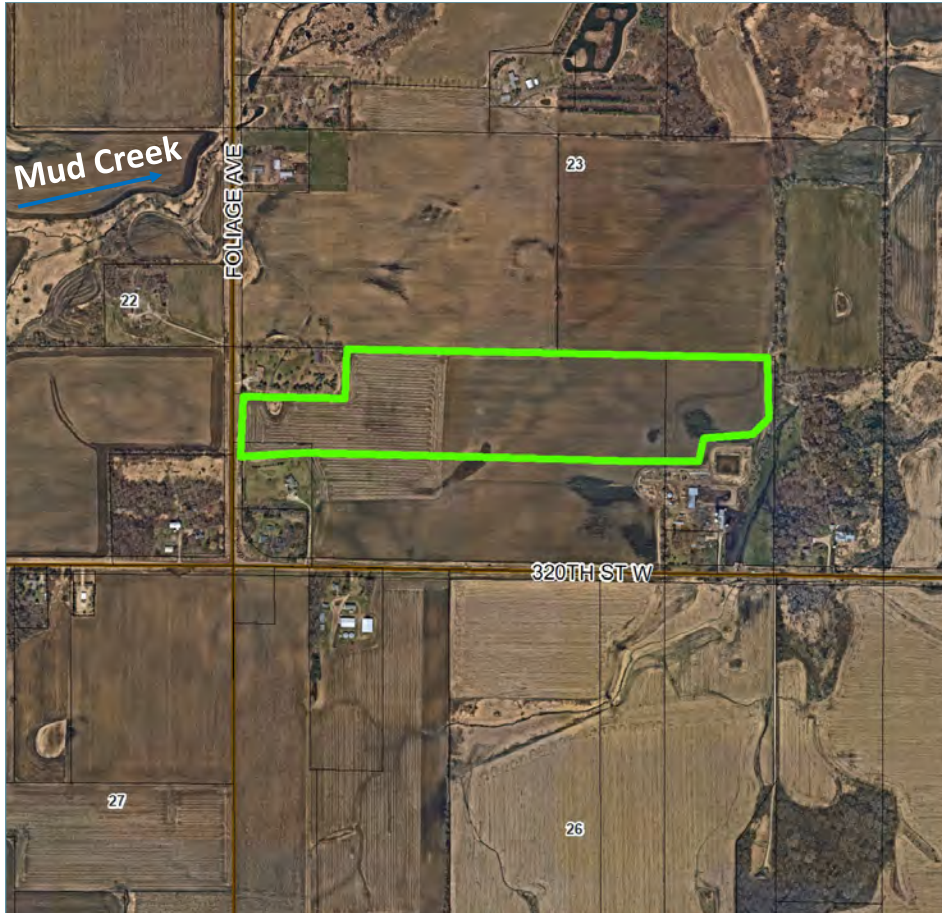
23-IPP-20 Winter, Andy CC Factsheet

Previous Board Action:

None



ANDY WINTER COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 4 tons of sediment per year prevented from traveling downstream
- 8 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:

- Mud Creek

INSTALLATION:

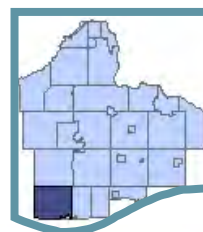
- Fall 2023

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

FUNDING: Incentive Amount: \$1,400
(40 acres x \$35 per acre x 1 year)

LOCATION:

Greenvale
Township



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/13/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of two contracts with Paul Gergen Jr. not to exceed \$1,155 and \$735 for the establishment of cover crops.

SUMMARY:

Paul Gergen Jr. is proposing to establish a cover crop on two different fields. The fields are located in Hampton Township, Cannon River Watershed.

The cover crop will be planted in fields where the primary crop of corn did not grow and will remain in place for the remainder of the year. A seeding plan has been prepared and accepted for each field. Based on our adopted cost share policy, a landowner is eligible for up to \$35 per acre on a one-year contract.

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

- 33 acres not to exceed \$1,155
- 21 acres not to exceed \$735

SWCD staff will certify cover crop establishment after installation.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our agreement with Dakota County.

Supporting Documents:

23-IPP-36 Gergen, Paul CC Factsheet
23-IPP-37 Gergen, Paul CC Factsheet

Previous Board Action:

None

PAUL GERGEN JR COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 22 tons of sediment per year prevented from traveling downstream
- 31 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:

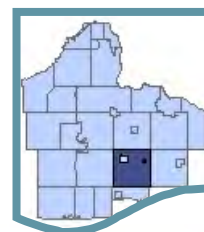
- Summer 2023

PROJECT: A cover crop mix will be planted in July on 33 acres in a field where primary crop of corn did not grow. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$1,155**
(33 acres x \$35 per acre x 1 year)

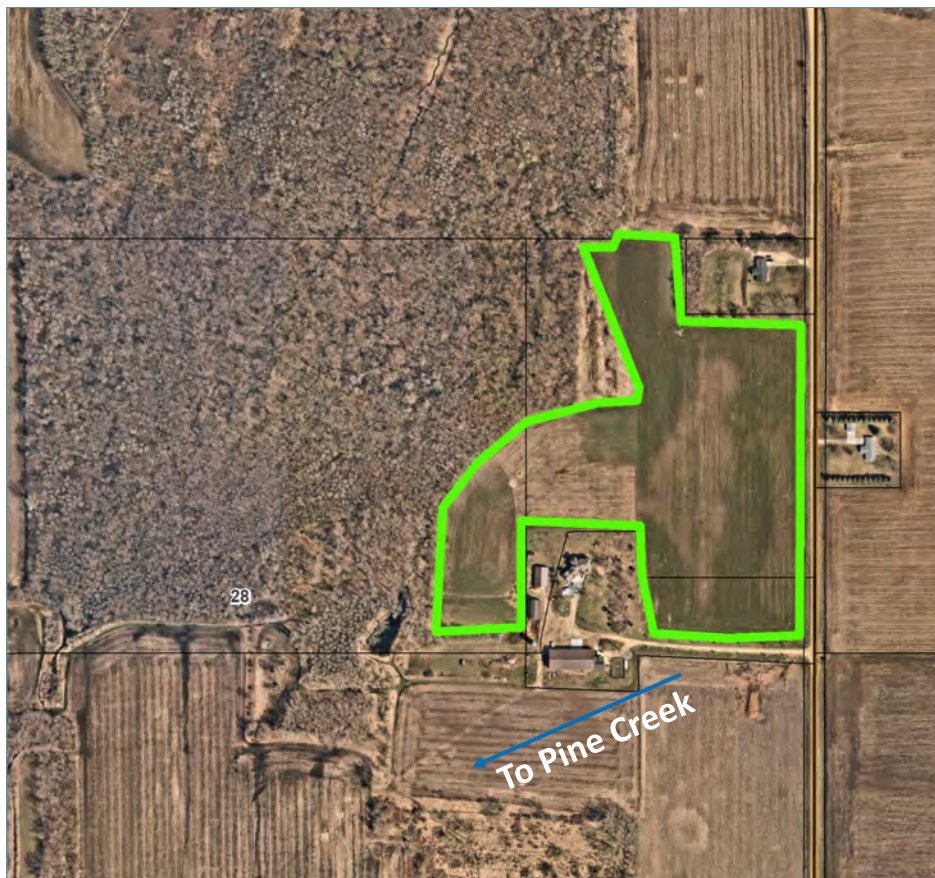


LOCATION:
Hampton Township





PAUL GERGEN JR COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 7 tons of sediment per year prevented from traveling downstream
- 11 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:

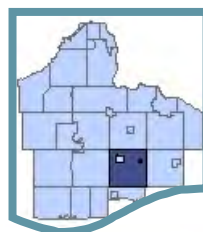
- Summer 2023

PROJECT: A cover crop will be planted in July on 21 acres in a field where primary crop of corn did not grow. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$735
(21 acres x \$35 per acre x 1 year)



LOCATION:
Hampton Township



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 7/13/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

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

SUMMARY:

The DNR has provided a FY24 professional and technical services contract to conduct groundwater level measurements at various observation wells in Dakota County. The term of the agreement is July 1, 2023 to June 30, 2024.

Per this contract, 37 observation wells will be monitored at various intervals. The work plan includes a total of 154 well readings and payment to the SWCD would be \$30 for each successful on-line submittal of data not to exceed \$2,940. The contract does allow for additional payments up to \$720 (24 additional readings) should they request more readings, for a total contract amount not to exceed \$3,660.

Actual staff costs to perform these well readings in recent years and during the term of the DNR contract has been between \$7,000 and \$8,000. Coordination occurred with both the DNR and Dakota County Groundwater staff to determine options available that better support actual staff time needed to conduct these well readings. The DNR responded that they are aware of the shortfall and are looking to increase compensation to SWCDs in FY2025. No information was provided on what the increase might be. The Dakota County Groundwater unit responded that they have a vested interest in these well readings as the data compliments their existing work. The Dakota County Groundwater unit has agreed to supplement this DNR contract with an additional \$2,500. This charge for service would occur through our existing 5-year joint powers agreement with Dakota County

EXPLANATION OF FISCAL/FTE IMPACT:

The revenue generated from this DNR contract, or provided through Dakota County, will be incorporated into the 2023 and 2024 staff work plans.

Supporting Documents:

DNR Professional and Technical Services Contract

Previous Board Action:

None

Professional and Technical Services Contract

State of Minnesota

SWIFT Contract No.: 230800

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

Recitals

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

Contract

1. Term of Contract

- 1.1 **Effective date:** *July 1, 2023*, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** *June 30, 2024*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms:** The following clauses survive the expiration or cancellation of this Contract: 9. Indemnification; 10. State audits; 11. Government data practices and intellectual property; 12. Publicity endorsement; and 13. Governing law, jurisdiction, and venue.

2. State's duties

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

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

3. Contractor's duties

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

During all field visits the contractor will:

- Measure and record the water level in the observation wells to an accuracy of one hundredth of a foot.
- Record the time of measurement to the nearest minute always in local time, from the wells as described in Attachment A.
- Submit measured data to Minnesota Department of Natural Resources Observation Well Database within 30 days of measurement date.

- NOTE: Data not conforming to these instructions may be deemed invalid and not eligible for compensation.

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

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

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

4. Time

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

5. Consideration and payment

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

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

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

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

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

5.2 Payment.

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

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

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

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

Upon completion of services and no later than July 12, 2024

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

6. Conditions of payment

All services provided by the Contractor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representative

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

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

8. Assignment, amendments, waiver, and contract complete

8.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

8.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

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

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

9. Indemnification

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

10. State audits

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

11. Government data practices and intellectual property

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

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

11.2 Intellectual property rights.

(a) *Intellectual property rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest

(b) *Obligations*

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

12. **Publicity and endorsement**

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

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

13. **Governing law, jurisdiction, and venue**

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

14. Termination

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

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

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

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

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

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*
- (3) that a violation of this section is a misdemeanor; and*
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

Signatures

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:

Signed: Pelicia Barnes

650F68633C8A413...

Date: June 16, 2023

Contract #230800

SWIFT PO ID: _____

PO Number: Funds are available by FY24 budgets are not loaded. Per the Admin Policy 21-01 exception, funds will be encumbered as soon as possible but no later than 8/31/2023.

2. CONTRACTOR

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

Signed: _____

Title: District Manager - Board Action 22.184

Date: _____

Signed: _____

Title: _____

Date: _____

3. STATE AGENCY

(With delegated authority)

Signed: _____

Title: Director, Division of Ecological and Water Resources

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____

ATTACHMENT -A-

Observation Wells to be monitored by the Dakota Soil & Water Conservation District during FY2024 (July 1, 2023 through June 30, 2024)				
MDH Unique #	OBWELL ID #	Name	Nested Well	OTT Data Logger
207650	19007	OPDC at Randolph, RANDOLPH FIRE HALL Measured four times per year, once each in March, June, September, December.	-	-
243739	19008	OPDC at Hastings, JOHN CONZEMIUS Measured four times per year, once each in March, June, September, December.	-	Y
243746	19015	QWTA at Rosemount, USGS PINE BEND CEMETERY Measured four times per year, once each in March, June, September, December.	-	Y
243754	19029	OPDC nr Miesville, RAINER KIMMES Measure five times per year, once each in September, October, November, March and April.	-	-
243769	19051	QBAA nr New Trier, AL WAGNER JR. Measure five times per year, once each in September, October, November, March and April.	-	-
170885	19058	OPDC nr Rosemount, ROSEMOUNT RESEARCH FARM Measured four times per year, once each in March, June, September, December.	-	-
243772	19060	OPDC nr Randolph, ENDRES FARMS Measure five times per year, once each in September, October, November, March and April.	-	-
120158	19062	OPCJ nr Cannon Falls, CONZEMIUS SIEBEN STOUTT Measure five times per year, once each in September, October, November, March and April.	-	-
243774	19063	OPDC at Rosemount, HENRY FOX Measure five times per year, once each in September, October, November, March and April.	-	-
243775	19064	OPDC nr Farmington, LOUIS JUENKE Measure five times per year, once each in September, October, November, March and April.	-	-
243778	19067	QWTA at Hastings, LAKE ISABELLE 1A Measured four times per year, once each in March, June, September, December.	-	Y
227972	19070	QWTA nr Coates, SITE 2 DEEP Measured four times per year, once each in March, June, September, December.	-	Y
769458	19081	CMTS nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
708369	19082	QWTA nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
779932	19083	OPDC nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
779931	19084	CJDN nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
779930	19085	CWOC nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y

ATTACHMENT -A- (continued)

Observation Wells to be monitored by the Dakota Soil & Water Conservation District during FY2024 (July 1, 2023 through June 30, 2024)				
MDH Unique #	OBWELL ID #	Name	Nested Well	OTT Data Logger
783608	19086	CMTS at Eagan, Lebanon Hills MTS Measured four times per year, once each in March, June, September, December.	N3	Y
789966	19087	OPDC at Eagan, Lebanon Hills PDC Measured four times per year, once each in March, June, September, December.	N3	Y
800955	19088	CMTS nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	N6	Y
799887	19091	CTCG nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	N6	Y
799886	19092	CJDN nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	N6	Y
799885	19093	OPOD nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	N6	Y
767130	19094	OPOD at Lakeville, Lakeville impound lot Measured four times per year, once each in March, June, September, December.	N1	Y
767131	19095	CJDN at Lakeville, Lakeville impound lot Measured four times per year, once each in March, June, September, December.	N1	Y
216228	19096	OPDC at Empire Township Town Hall Measured four times per year, once each in March, June, September, December.	-	Y
804400	19097	CJDN nr Eureka, Chub Lake WMA-Jordan Measured four times per year, once each in March, June, September, December.	N4	Y
804399	19098	OPDC nr Eureka, Chub Lake WMA-Prairie du Chien Measured four times per year, once each in March, June, September, December.	N4	Y
809288	19099	QWTA at Empire Township Measured four times per year, once each in March, June, September, December.	N8	Y
812241	19100	CJDN at Empire Township Measured four times per year, once each in March, June, September, December.	N8	Y
813731	19101	OPDC at Empire Township Measured four times per year, once each in March, June, September, December.	N8	Y
812238	19102	OPCJ at Farmington, Prairie View Park Measured four times per year, once each in March, June, September, December.	-	Y
767144	19103	OPDC nr Cannon Falls, Miesville Park S nest Measured four times per year, once each in March, June, September, December.	N7	Y
767145	19104	CJDN nr Cannon Falls, Miesville Park S nest Measured four times per year, once each in March, June, September, December.	N7	Y

ATTACHMENT -A- (continued)

Observation Wells to be monitored by the Dakota Soil & Water Conservation District during FY2024 (July 1, 2023 through June 30, 2024)				
MDH Unique #	OBWELL ID #	Name	Nested Well	OTT Data Logger
806093	19105	CJDN nr New Trier, Dubbels aquifer test well nest Measured four times per year, once each in March, June, September, December.	N5	Y
806094	19106	OPDC nr New Trier, Dubbels aquifer test well nest Measured four times per year, once each in March, June, September, December.	N5	Y
229948	19107	OPSH nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	-	Y

Total number of wells monitored = 37

N# in Nested Well column indicates nest of wells; same # form one nest.

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

Request for Board Action

Voice Vote

Meeting Date: 7/13/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt guidelines regarding use of SWCD Aid payments

SUMMARY:

During the recent legislative session, Local Capacity grants that had been allocated to soil and water conservation districts from the Clean Water Fund and funneled through the Minnesota Board of Water and Soil Resources (BWSR) were eliminated. This annual grant process was replaced by SWCD Aid derived from the general fund. Under this shift in funding source, allocations will be provided directly from the Minnesota Department of Revenue similar to other local government aid.

The BWSR recently certified soil and water conservation district aid amounts. The Dakota SWCD will receive \$186,062.87 in FY24 and in FY25. Based on current legislation, these amounts will decrease approximately 20% after the current biennium. For FY23 and current year, Local Capacity grant funds of \$143,745 was received.

Soil and water conservation district aid will be provided each year in two disbursements. The first disbursement is anticipated in late July. As a requirement of SWCD Aid, the intended use for these funds needs to be adopted and posted to our website. A draft template on how these funds will be used has been prepared for adoption. The template is broad in nature and includes multiple tasks identified in under Minnesota Statute 103C.332, subd.1

EXPLANATION OF FISCAL/FTE IMPACT:

The additional revenue of approximately \$42,317 in FY24 and in FY25 will be incorporated into annual budgets and staff work plans.

Supporting Documents:

Draft Guidelines on use of SWCD Aid Payments

Previous Board Action:

N/A

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT (SWCD)
2023 GUIDELINES ON USE OF SWCD AID PAYMENTS**

Minn. Stat. § 477A.23, subd. 4(b)

(effective July 14, 2023)

State SWCD Aid payments will be used by the district board and staff to carry out the following duties as outlined in Minn. Stat. § 103C.332, subd. 1:

- (1) respond to and provide technical and financial assistance to landowners to maintain and improve the quality, quantity, distribution, and sustainability of natural resources, including surface water, groundwater, soil, and ecological resources;
- (2) provide technical assistance in implementing the soil erosion law under sections [103F.401](#) to [103F.48](#);
- (3) arrange for employees to serve on technical evaluation panels to implement the wetland laws as required under section [103G.2242](#);
- (4) locally administer the reinvest in Minnesota reserve program under section [103F.515](#) and rules adopted thereunder, using knowledge of local resources to manage each easement to maximize environmental benefits;
- (5) participate in administering the Wetland Conservation Act as provided under sections [103G.221](#) to [103G.2375](#), either in an advisory capacity or as the designated local government unit administering the program;
- (6) participate in the local water management program under chapter 103B, either in an advisory capacity or as the designated local government unit administering the program;
- (7) participate, as appropriate, in the comprehensive watershed management planning program under section [103B.801](#);
- (8) participate in disaster response efforts as provided in chapter 12A;
- (9) provide technical recommendations to the Department of Natural Resources on general permit applications under section [103G.301](#);
- (10) provide technical assistance and local administration of the agricultural water quality certification program under sections [17.9891](#) to [17.993](#);
- (11) provide technical assistance for the agricultural land preservation program under chapter 40A, where applicable;
- (12) maintain compliance with section [15.99](#) for deadlines for agency action;
- (13) coordinate with appropriate county officials on matters related to electing soil and water conservation district supervisors; and
- (14) cooperate to the extent possible with federal, state, and local agencies and with private organizations to avoid duplicating and to enhance implementing public and private conservation initiatives within the jurisdiction of the district.

In carrying out the above duties, the district board and staff will use state aid payments to deliver the following services as outlined in Minn. Stat. § 103C.332, subd. 2:

(1) performing administrative services, including comprehensive and annual work planning, administering grants, leveraging outside funding, establishing fiscal accountability measures, reporting accomplishments, human resources management, and staff and supervisor development;

(2) entering into cooperative agreements with the United States Department of Agriculture, Natural Resources Conservation Service, and other United States Department of Agriculture agencies to leverage federal technical and financial assistance;

(3) providing technical expertise, including knowledge of local resources, performing technical evaluations and certifications, assessing concerns, and providing oversight in surveying, designing, and constructing conservation practices;

(4) providing information and education outreach, including increasing landowner awareness and knowledge of soil and water conservation program opportunities to protect soil and water resources and publicizing the benefits of soil and water conservation to the general public;

(5) facilitating regulatory processes for impacted landowners and providing technical review and comment on regulatory permits and development plans for regulations relating to soil and water conservation;

(6) administering projects and programs, including but not limited to the nonpoint source pollution abatement program; reinvest in Minnesota reserve conservation easements program; disaster response; local water management and comprehensive watershed management planning programs; and projects related to floodplains, lakes, streams and ditches, wetlands, upland resources, and groundwater resources, to maintain and improve the quality, quantity, distribution, and sustainability of natural resources, including surface water, groundwater, soil, and ecological resources;

(7) monitoring and inventorying to collect data that provide a baseline understanding of resource conditions and changes to the resources over time and analyzing and interpreting the data to support program implementation; and

(8) maintaining a modern technology infrastructure that facilitates planning and projects, including geographic information systems, modeling software, mobile workstations, survey and design equipment and software, and other technology for linking landowners with conservation plans.

Laura Zanmiller, Chair
Dakota County Soil and Water Conservation District

Date