



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

Thursday, December 21, 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. Introduction of New Partner Employee – Maggie Stahley, Clean River Partners
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 November 16, 2023 Meeting Minutes
7. Approval of December 21, 2023 Accounts Payable
8. Acceptance of November Finance Report
9. Authorization to Execute Joint Powers Agreement with the Black Dog Watershed Management Organization for 2024 Services
10. Authorization to Execute Joint Powers Agreement with the Lower Mississippi River Watershed Management Organization for 2024 services
11. Authorization to Execute Joint Powers Agreement with the North Cannon River Watershed Management Organization for 2024 Services
12. Authorization to Execute a Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization for 2024 Services and a Consent and Confirmation Waiver for Legal Services provided by Dakota County
13. Authorization to Adopt 2024 Dakota County Merit Compensation Policy and Plan

REGULAR AGENDA

14. Authorization to Provide Final Payment to the City of Burnsville for the Installation of a Grade Stabilization Structure at Alimagnet Park Action
15. Authorization to Provide Final Payment to Harold Peine for Installation of Water and Sediment Control Basin Action
16. Authorization to Provide Final Payment to Richard Betzold for Installation of Water and Sediment Control Basin Action
17. Authorization to Provide Final Payment to Rodney Kimmes under four separate contracts for Establishing Cover Crops (1-year) Action
18. Authorization to Provide Final Payment to Pat Maher under four separate contracts for Establishing Cover Crops (1-year) Action

- 19. Authorization to Provide Final Payment to Greg Fox under three separate contracts for Establishing Cover Crops (1-year) Action
- 20. Authorization to Provide Final Payment to Judith Baumann for Establishing Cover Crop (1-year) Action
- 21. Authorization to Provide Final Payment to Arthur Kalmes for Installation of Native Prairie with Pollinator Habitat Action
- 22. Authorization to Provide Final Payment to Jeffrey Hoffman for Installation of Native Prairie with Pollinator Habitat Action
- 23. Authorization to Provide Final Payment to Noah and Cathy Blaha for Installation of Native Prairie with Pollinator Habitat Action
- 24. Authorization to Provide Final Payment to the City of Burnsville for Installation of Native Prairie with Pollinator Habitat at Interlachen Park Action
- 25. Adopt 2024 Budget
- 26. Establish Board Meeting Schedule for 2024
- 27. 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
- 28. Upcoming Events
 - December 21, 2023 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
 - January 11, 2023 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- 29. Closed Executive Session to Conduct Annual Performance Review of District Manager
- 30. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, November 16, 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
Bruce Johnson, Information Officer

SWCD Staff Present:

Brian Watson
Pam LaValle
Curt Coudron
Ashley Gallagher
John Stelzner
Dave Holmen

Others Present:

Dain Olson, DCAO
Brad Becker, Dakota County
Lizzy Dawson, NRCS
Travis Thiel, Vermillion River Watershed
Nancy Schumacher
Jim Sipe

Chair Zanmiller indicated that Board member Dee is participating in the meeting remotely due to advice from a health care professional and for a personal medical reason as allowed under MN Statute 13D.02. This is the first time that Dee is participating in a SWCD Board meeting through interactive technology over the past year. Zanmiller also indicated that Board Member Skog had contacted her and she would not be in attendance.

1. Call to Order and Roll Call

Chair Zanmiller called the meeting to order at 9:08 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. Recognition of 2023 Outstanding Conservationist – Jim Sipe and Nancy Schumacher

Stelzner introduced Jim Sipe and Nancy Schumacher who were in attendance and highlighted some of the conservation projects they have installed over the years. A plaque was presented by Chair Zanmiller recognizing Jim and Nancy as the Dakota SWCD Outstanding Conservationist for 2023.

5. Approval of Agenda

23.094 Motion by Chamberlain second by Johnson to approve the agenda. Members voting in favor: Chamberlain, Zanmiller, Johnson, and Dee. Motion carried.

CONSENT AGENDA

6. Approval of October 13, 2023 Meeting Minutes

The October 13, 2023 meeting minutes were presented.

7. Approval of November 16, 2023 Accounts Payable

The November 2023 accounts payable were presented.

8. Acceptance of October Finance Report

The October Finance Report was presented.

9. Approval of Draft 2022 Financial Audit and Authorization to Submit to Office of State Auditor

The 2022 Financial Audit Report prepared by Peterson Company, LTD for the calendar year 2022 was provided. Watson indicated that upon approval of the financial audit report by the Board, Peterson Company, LTD will forward to the Office of the State Auditor for their review and approval. There were no issues identified in the 2022 financial audit.

10. Cancellation of Contract with Andy Winter for Establishment of Cover Crop (1-year)

Andy Winter had a one-year contract (23-IPP-20) for 40 acres not to exceed \$1,400. The project was located in the Cannon River Watershed. Cover crops were not seeded due to harvest timing and crops coming off after the October 15th seeding deadline. Staff is recommending cancelling the contract so that funds can be reallocated.

11. Cancellation of Two Contracts with Wayne Peterson for Establishment of Cover Crops (1-year)

Wayne Peterson had two one-year contracts for seeding cover crops in 2023. One contract (23-IPP-21) was for 23 acres not to exceed \$805, and the second contract (23-IPP-22) was for 20 acres not to exceed \$700. Both projects were located in the Cannon River Watershed. Cover crops were not seeded due to harvest timing and crops coming off after the October 15th seeding deadline. Staff is recommending cancelling the two contracts so that funds can be reallocated.

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

REGULAR AGENDA

12. Authorization to Provide Partial Payment to Ken Betzold under Two Contracts for Establishment of Cover Crops (3-year).

Ken Betzold has completed the first year of his three-year contracts to establish cover crops on 121 acres. One field is located in Castle Rock Township in the Cannon River Watershed and the second field is located in Castle Rock Township in the Vermillion River Watershed. The projects were approved for funding at the May 11, 2023 Board meeting with incentive payments not to exceed \$45 per acre per year.

23.096 Motion by Johnson, second by Chamberlain to provide partial payment of \$5,445.00 to Ken Betzold (23-IPP-16 & 23-IPP-17) for establishment of cover crops. Funding would be provided from our FY21 Vermillion WBIF Grant, FY21 Cannon WBIF Grant, and our Agreement with Dakota County. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

13. Authorization to Provide Partial Payment to Nick Becker under Three Contracts for Establishment of Cover Crops (3-year).

Nick Becker (LLB Farms, LLC) has completed the first year of his three-year contracts to establish cover crops on 158 acres. One field is located in Ravenna Township and two fields are located in Marshan Township, all in

the Vermillion River Watershed. The projects were approved for funding at the August 10, 2023 Board meeting with incentive payments not to exceed \$45 per acre per year.

23.097 Motion by Chamberlain, second by Johnson to provide partial payment of \$7,110 to Nick Becker (23-IPP-25, 23-IPP-28 and 23-IPP-29) for establishment of cover crops. Funding would be provided from our FY22 CWF Drinking Water Protection Phase 2 Grant and our Agreement with Dakota County. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

14. Authorization to Provide Partial Payment to William Callister for Establishment of Cover Crop (3-year).

William (Chip) Callister has completed the first year of his three-year contract to establish cover crop on 100 acres in Hampton Township located in the Cannon River Watershed. The project was approved for funding at the September 14, 2023 Board meeting with an incentive payment not to exceed \$13,500.

23.098 Motion by Johnson, second by Chamberlain to provide partial payment of \$4,500 to William Callister (23-IPP-43) for establishment of cover crops. Project funds are available through the FY21 Cannon WBIF Grant and through our agreement with Dakota County. Members voting in favor: Dee, Chamberlain, Zanmiller, and Johnson. Motion carried.

15. Authorization to Provide Final Payment to Nick Becker under Two Contracts for Establishment of Cover Crops (1-year)

Nick Becker has completed the establishment of cover crops totaling 72 acres on two separate fields. One field is located in Vermillion Township and one field is located in Marshan Township, both in the Vermillion River Watershed. The projects were approved for funding at the August 10, 2023 Board meeting with an incentive payment not to exceed \$35 per acre. Contract (23-IPP-27) was amended at the September 14, 2023 Board meeting to change the location of the practice.

23.099 Motion by Chamberlain, second by Johnson to provide final payment of \$2,520 to Nick Becker (23-IPP-26 & 23-IPP-27) for establishment of cover crops. Project funds are available through our agreement with Dakota County. Members voting in favor: Chamberlain, Zanmiller, Johnson, and Dee. Motion carried.

16. Authorization to Provide Final Payment to Tom Leifeld under Two Contracts for Establishment of Cover Crops (1-year).

Tom Leifeld has completed the establishment of cover crops on 159 acres in Douglas Township, Cannon River Watershed. The projects were approved for funding at the August 10, 2023 Board meeting with an incentive payment not to exceed \$35 per acre.

23.100 Motion by Johnson, second by Chamberlain to provide final payment to Tom Leifeld (23-IPP-38 & 23-IPP-39) for establishment of cover crops. Project funds are available through our agreement with Dakota County. Members voting in favor: Zanmiller, Johnson, Dee, and Chamberlain. Motion carried.

17. Authorization to Provide Final Payment to DST LLP for Establishment of Cover Crop (1-year).

DST LLP (Scott Weber) has established cover crop on 63 acres in Douglas Township, Cannon River Watershed. The project was approved for funding at the September 14, 2023 Board meeting with an incentive payment not to exceed \$2,205.

23.101 Motion by Chamberlain, second by Johnson to provide final payment of \$ 2,205 to DST LLP (23-IPP-41) for establishment of cover crop. Project funds are available through our agreement with Dakota County. Members voting in favor: Johnson, Dee, Chamberlain and Zanmiller. Motion carried.

18. Authorization to Execute Joint Powers Agreement with Dakota County.

Staff has developed a revised and updated 5-year joint powers agreement (JPA) through the Physical Development Division of Dakota County (County). The current JPA expires at the end of calendar year 2023. The JPA outlines services the County provides to SWCD and services the SWCD provides to the County. This is the 5th generation five-year agreement with Dakota County which was first established in 2004.

23.102 Motion by Dee, second by Johnson to execute Joint Powers Agreement with Dakota County. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

19. Authorization to Execute Joint Powers Agreement with the Eagan-Inver Grove Heights Watershed Management Organization for 2024 Services

Staff has drafted and presented a 2024 work plan and budget to the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO). The work plan and budget includes administration tasks, education and outreach, and support for the installation of projects under the Landscaping for Clean Water Program. The 2024 workplan and budget includes a total amount not to exceed \$47,775 which is a \$10,225 increase from current year. The increase is primarily due to the addition of \$7,500 for matching requirements under a Minnesota Board of Water and Soil Resources Watershed Based Implementation grant.

23.103 Motion by Chamberlain, second by Johnson to execute Joint Powers Agreement with Eagan-Inver Grove Heights Watershed Management Organization. Members voting in favor: Dee, Chamberlain, Zanmiller, and Johnson. Motion carried.

20. Adopt 2024 Medical and Dental Benefits

Premiums for medical and dental insurance plans are shared by participating employees and the SWCD as the employer. HealthPartners is our current medical and dental insurance provider. The Finance Committee met on October 30 to review renewal information for medical and dental benefits. It was the Committee’s recommendation to have HealthPartners provide medical coverage. Medical premiums in 2024 will increase approximately 10%. The Committee also recommended retaining Health Partners as our dental provider. Dental premiums in 2024 will remain the same.

The Finance Committee recommended increasing the employee monthly medical costs to offset the 2024 insurance increase. It was recommended that the current two medical plan options and one dental plan option be made available in 2024 to employees:

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

It is further recommended that the following health and dental benefits be provided for 2024:

<u>Health Insurance</u>	<u>Monthly Employee Cost</u>	<u>HSA Plan Employee Credit</u>
Single	\$58	\$1,600
Single Plus One	\$288	\$2,800
Family	\$541	\$2,800

<u>Dental Insurance</u>	<u>Monthly Employee Cost</u>
Single	\$20
Family	\$40

23.104 Motion by Dee, second by Johnson to adopt 2024 Medical and Dental Benefits. Members voting in favor: Chamberlain, Zanmiller, Johnson and Dee. Motion carried.

21. Announcements and Reports

Natural Resources Conservation Service

The Natural Resources Conservation Services (NRCS) report was provided by Lizzy Dawson. Dawson provided an Environmental Quality Incentives Program (EQIP), Conservation Security Program (CSP) and Soil Health Programming grant updates. Watson noted that information regarding the Minnesota Board of Water and Soil Resources (BWSR) Soil Health grants was recently released and grant funding will be available to fund new staff for soil health related activities. This effort will tie into NRCS program funding later in 2024 or 2025.

Dakota County

The Dakota County report was provided by Brad Becker. Becker provided updates on the Joint Powers Agreement (JPA) and budget process, aquatic invasive species program, City of Randolph wastewater treatment facility and Byllesby Dam project.

Cannon River Watershed Joint Powers Board

The Cannon River Watershed Joint Powers Board report was provided by Kevin Chamberlain. Chamberlain reported they met November 1st and adopted a 2024 budget with membership dues remaining the same as previous year. A contract with Clean River Partners was approved for 2024 services and there was a presentation from the Circle Lake Improvement District.

Vermillion River Watershed Joint Powers Organization

The Vermillion River Watershed Joint Powers Organization report was provided by Travis Thiel. Thiel reported they are working on the 2024 joint powers agreement with the SWCD and it will likely be on their December Board meeting agenda for approval. They added they are in the early stages of watershed plan development and they have a survey available online that utilizes an interactive map for gathering feedback on updating the watershed management plan. This interactive map allows you to designate and comment on specific areas of interest or areas of concern in the watershed.

Metropolitan Conservation Districts Joint Power Board

The Metropolitan Conservation District Joint Power Board was provided by Brian Watson. Watson reported there was a meeting on November 15th and work plans and execution of the FY24 and FY25 Non-Point Engineering Assistance (NPEA) grant and Enhanced Shared Technical Services grant (ESTS) were approved. The 2023-2024 Capital Equipment Plan was also approved.

Minnesota Association of Soil and Water Conservation Districts

The MASWCD report was provided by Brian Watson. Watson reported that convention information was included in the board packet and requested board members coordinate with Diane to register for the event to be held December 11-13.

District Managers Report

Watson reported the next board meeting will be December 21st and a holiday gathering will follow. Watson asked for scheduling of a Personnel Committee meeting the first week of December.

Board of Supervisors Announcements

No reports were provided.

22. Upcoming Events

The upcoming events were reviewed.

23. Adjourn

23.105 Motion by Chamberlain, second by Johnson to adjourn. Zanmiller, Johnson, Dee and Chamberlain. Motion carried.

The meeting was adjourned at 10:15 a.m.

Respectfully submitted,

Chelsea Skog
Secretary

**Dakota County SWCD
Balance Sheet
November 2023**

ASSETS:

Checking , Savings, CD	\$	1,347,104.22	\$1,347,104.22
Total Cash:			

Accounts Receivable:

	\$	-	
Dakota County Environmental Services 2023 Q3 Services	\$	32,569.04	
Dakota County Transportation 2023 Q3 Services	\$	1,080.00	
	\$	-	
Total Accounts Receivable:			\$ 33,649.04

Prepaid Items			\$ 350.00
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TOTAL ASSETS: \$ 1,381,103.26

LIABILITIES AND EQUITY:**Current Liabilities**

Payroll Liabilities	\$	-	
Sales Tax Payable	\$	2,145.42	
Deposit on Sales	\$	12,617.00	
			\$ 14,762.42

Unearned Revenue:

MN State Aid	\$	93,031.44	
Buffer Law Funds 2023	\$	11,494.00	
Buffer Law Funds 2024	\$	20,000.00	
Conservation Contracts 2024	\$	24,843.00	
Conservation Contracts 2025	\$	24,843.00	
Conservation Delivery 2023	\$	16,735.88	
Conservation Delivery 2024	\$	21,240.00	
Conservation Delivery 2025	\$	21,240.00	
Local Capacity Services 2023	\$	30,609.50	
Soil Health Care	\$	14,175.00	
DC Drinking Water PP 2022	\$	18,984.31	
State Cost Share 2022	\$	9,515.50	
State Cost Share 2023	\$	22,054.00	
WBIF 2021 Cannon River	\$	17,043.64	
WBIF 2021 Miss River East	\$	7,509.00	
WBIF 2021 MN River South	\$	584.38	
WBIF 2021 Vermillion River	\$	(8,491.50)	
WBIF 2022 Cannon River	\$	144,572.77	
WBIF 2023 Black Dog	\$	24,965.00	
WBIF 2023 E-IGH	\$	37,500.00	
WBIF 2023 Vermillion River	\$	70,025.00	
DC Operating Allocation	\$	35,941.87	
WOMP Deferred	\$	4,802.93	
Total Unearned Revenue			\$ 663,218.72

Total Liabilities: \$ 677,981.14

Fund Balance Beginning of Year			\$ 712,576.02
YTD Net Income/loss			\$ (9,453.90)
Fund Balance End of Current Period			\$ 703,122.12

TOTAL LIABILITIES AND EQUITY: \$ 1,381,103.26

**Dakota County SWCD
Income and Expense Summary
November 2023**

	Current Month	Year to Date
Income		
County Revenues	\$33,859.33	\$577,407.87
State Revenues	\$17,014.35	\$423,089.53
Local Revenues	\$0.00	\$341,950.18
Interest Earnings	\$7,800.33	\$18,852.90
Charges for Services	\$600.00	\$18,157.00
Tree Program Revenues	\$29,954.07	\$29,954.07
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Total Income	\$59,274.01	\$1,409,411.55
Expense		
County Expenses	\$10,319.82	\$26,319.44
State Expenses	\$17,156.96	\$94,895.85
Local Expenses	\$1,028.31	\$66,829.26
Operating Expenses	\$1,043.90	\$47,275.23
Payroll/Personnel Expenses	\$104,057.53	\$1,161,966.88
Project Expenses	\$459.76	\$1,930.47
Tree Program Expenses	\$19,648.32	\$19,648.32
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Total Expense	\$134,066.28	\$1,418,865.45
Net Income	<u>-\$74,792.27</u>	<u>-\$9,453.90</u>

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a Joint Powers Agreement with the Black Dog Watershed Management Organization for 2024 services.

SUMMARY:

Staff has drafted and presented a 2024 work plan and budget to the Black Dog Watershed Management Organization (BDWMO). The work plan and budget includes Education and Outreach Assistance, Technical Assistance, and Cost Share under our Landscaping for Clean Water program.

The workplan and budget includes a total amount not to exceed \$31,500 which is a \$2,600 increase from the previous year. The draft work plan and budget has been reviewed by staff and was approved by the BDWMO Board at their November 15th meeting.

EXPLANATION OF FISCAL/FTE IMPACT:

Services to the BDWMO will be added to the budget and staff work plan for 2024.

Supporting Documents:

2024 SWCD Work Pan and Budget with BDWMO

Previous Board Action:

None

2024 Work Plan and Budget
Black Dog Watershed Management Organization

Task	Calculation			Sub-total
	Hours	Rate	Fees	
Education and Outreach				
BDWMO Website Hosting and Maintenance	20	\$95.00	\$1,000.00	\$2,900.00
Host and maintain a website, as required by BWSR, with meeting information, plans, reports, grants and other information.	Fee is for web hosting			
Landscaping for Clean Water			\$13,300.00	\$13,300.00
Provide access to the Landscaping for Clean Water: Introduction Class Materials, Design Course Materials and Maintenance Workshop <i>Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance. Note: some classes may be virtual in 2024</i>	Introduction Classes= \$3,800 Design Courses= \$7,600 Maintenance Workshop= \$1,900			
Education and Outreach Total				\$16,200.00

Technical Assistance	Hours	Rate	Fees	
	Landscaping for Clean Water - Project installs			
Technical assistance to homeowners including layout, mid-point and final inspections for raingardens, native plantings and shoreline stabilizations.	\$600 times 18 projects			
Technical Assistance Total				\$10,800.00

Cost Share	Fees			
	Landscaping for Clean Water - Landowner Grants			\$4,500.00
Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies.	\$250 times 18 projects			
Cost Share Total				\$4,500.00

Total Agreement Not-to Exceed				\$31,500.00
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Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work progresses. If proposed changes are to exceed the total agreed amount, this work plan will then be amended and re-executed by the NCRWMO and SWCD.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Joe Barten

PURPOSE/ACTION REQUESTED:

Authorize execution of a Joint Powers Agreement with the Lower Mississippi River Watershed Management Organization for 2024 services.

SUMMARY:

Staff has drafted and presented a 2024 work plan and budget to the Lower Mississippi River Watershed Management Organization (LMRWMO) Board. The work plan and budget include general administration services, water monitoring, technical assistance, project management, education/outreach, and support for the installation of projects under the Landscaping for Clean Water program.

The 2024 work plan and budget include a total amount not to exceed \$89,740 which is a \$4,800 decrease from current year. The primary reason for the decrease is the 2024 agreement does not include tasks associated with updating the LMRWMO watershed management plan since that has been completed.

The LMRWMO Board approved the 2024 work plan and budget at their November 8, 2023 meeting.

EXPLANATION OF FISCAL/FTE IMPACT:

Services to the LMRWMO will be added to the budget and staff work plan for 2024.

Supporting Documents:

2024 SWCD Work Plan and Budget with LMRWMO

Previous Board Action:

None

**2024 Dakota County SWCD Work Plan and Budget for the
Lower Mississippi River Watershed Management Organization**

TASK	CALCULATION			SUBTOTAL
	Hours	Rate	Fees	
Administration				
Admin, Planning, Correspondence, Grant Coord.	335	\$95.00	\$200.00	\$32,025.00
<ul style="list-style-type: none"> • Develop and distribute Board packet materials for 12 meetings including, minutes, meeting space, relevant agenda items, and support information. • Prepare annual reports, newsletter, plans, financial reports, Board lists, meeting information, and any other information requested by the State. • Maintain all LMRWMO documents as required. • Coordinate audit, financial tracking, member dues. • Prepare annual budget from approved plan and LMRWMO Board priorities. • Participate in State grant funding process, ie. WBIF. • All other duties as necessary. • Coordinate and correspond with state agencies, regional organizations, and Member Cities, regarding watershed management or WMO topics. • Submit grant proposals to seek funding, coordinate with grant recipients, execute grant agreements. 			Fee for paper, printing, and postage	
Administration Total				\$32,025.00

Education and Outreach				
	Hours	Rate	Fees	
Website Hosting and Maintenance	20	\$95.00	\$1,000.00	\$2,900.00
<ul style="list-style-type: none"> • Host and maintain a website, as required by BWSR, with meeting information, plans, reports, grants and other information. 			Fee is for web hosting	
Landscaping for Clean Water (LCW)			\$9,500.00	\$9,500.00
<ul style="list-style-type: none"> • Provide access to the Landscaping for Clean Water Introduction Class Materials, Design Course Materials and Maintenance Workshop <i>(Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance. Some classes will be virtual in 2024)</i> 			Introduction Class = \$1,900 Design Course = \$3,800 Maint. Workshop = \$1,900 Shoreline Class = \$1,900	
E-Newsletter Creation	40	\$95.00	\$0.00	\$3,800.00
<ul style="list-style-type: none"> • Setup email list, email generation web tools, produce biannual (2x per year) e-newsletter 				
Water Stewards Program	42	\$95.00	\$0.00	\$3,990.00
<ul style="list-style-type: none"> • Coordinate with Freshwater Society and past Stewards on volunteer opportunities, hold existing steward meetings. (assumes not funding new Stewards in 2024) 				

**2024 Dakota County SWCD Work Plan and Budget for the
Lower Mississippi River Watershed Management Organization**

Storm Drain Stenciling Program	32	\$95.00	\$0.00	\$3,040.00
<ul style="list-style-type: none"> • Roll out and implement the storm drain stenciling program with volunteers and City contacts. 				
General Education Items	11	\$95.00	\$0.00	\$1,045.00
<ul style="list-style-type: none"> • Participate in Metro Watershed Partners organizational meetings and programs. • Respond to public education requests for information, provide educational materials to Member Cities for use in social media and meeting MS4 requirements. 				
Education and Outreach Total				\$24,275.00

Technical Assistance	Hours	Rate	Fees	
Water Monitoring & Data Management	92	\$95.00	\$5,020.00	\$13,760.00
<ul style="list-style-type: none"> • Coordinate with Met Council on sampling program, volunteer recruitment and training, sample pickup and dropoff, and sample analysis. • Manage data transfer from volunteers and process data for reporting and lake factsheets. • Prepare annual monitoring reports and provide monitoring data to State agencies or Cities. • Perform up to 2 monitoring events as necessary for CAMP volunteers. • Perform 2 choride sampling events at Thompson Lake, (Dakota County funds other 2 events). 			Fee is for samples to be analyzed at Met Council lab for all monitoring.	
Plan Implementation & Project Management	64	\$95.00	\$0.00	\$6,080.00
<ul style="list-style-type: none"> • Provide technical and project management assistance to implement projects identified in Watershed Plan. • Coordinate with stakeholders, develop projects or grant applications. • Hold annual TAC meetings with stakeholders. • Review and comment on wetand issues, EIS's, or EAWs. 				
Landscaping for Clean Water			\$9,600.00	\$9,600.00
<ul style="list-style-type: none"> • Provide technical assistance to homeowners including project layout, mid-point checks, and final inspections for raingardens, native plantings and shoreline stabilizations. 			\$600 in technical assistance per project with 16 projects in 2024	
Technical Assistance Total				\$29,440.00

**2024 Dakota County SWCD Work Plan and Budget for the
Lower Mississippi River Watershed Management Organization**

Cost Share		Fees	
Landscaping for Clean Water		\$4,000.00	\$4,000.00
<ul style="list-style-type: none"> • Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies. 	\$250 grant per project, with 16 projects in 2024		
Cost Share Total			\$4,000.00

Total Agreement Not-to Exceed		\$89,740.00
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Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work progresses. If proposed changes are to exceed the total agreed amount, this work plan can be amended as jointly approved by the LMRWMO and SWCD.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Authorize execution of a Joint Powers Agreement with the North Cannon River Watershed Management Organization for 2024 services.

SUMMARY:

Staff has drafted and presented a 2024 work plan and budget to the North Cannon River Watershed Management Organization (NCRWMO) Board. The work plan and budget includes administration tasks, technical assistance including water quality monitoring, cost-share for projects (which is typically used to leverage grant dollars) and support for the installation of projects under the Landscaping for Clean Water Program.

The 2024 work plan and budget includes a total amount not-to-exceed \$38,600 which is a \$5,059 decrease from previous year. However there is no need for staff time in 2024 for updating the NCRWMO Watershed Management Plan as that task was completed in 2023.

The NCRWMO Board approved the 2024 work plan and budget at their November 15, 2023 meeting.

EXPLANATION OF FISCAL/FTE IMPACT:

Services to the NCRWMO will be added to the budget and staff work plan for 2024.

Supporting Documents:

2024 SWCD Work Plan and Budget with NCRWMO

Previous Board Action:

None

2024 Work Plan and Budget
North Cannon River Watershed Management Organization

Task	Calculation			Sub-total
	Hours	Rate	Fees	
Administration				
Financial Reports and Budget Performance	10	\$95.00	\$0.00	\$950.00
Calculate and report for each meeting fund balances on CDs, savings, and checking accounts and update budget performance report, assist Auditor with audit as needed.				
Board Meeting Preparation - Based on 4 Meetings	60	\$95.00	\$100.00	\$5,800.00
1) Assemble Board packet 2) Meeting space coordination 3) Maintain Board Member list 4) Distribute packet, agenda, minutes			Fee is for paper and postage	
Annual Reports and Plans	25	\$95.00	\$0.00	\$2,375.00
Meet BWSR requirements by developing and submitting reports.				
Annual Budget and Dues	15	\$95.00	\$0.00	\$1,425.00
Prepare annual budget. Calculate dues based on tax capacity. Invoice members for payment.				
General Correspondence	40	\$95.00	\$0.00	\$3,800.00
Coordinate with local, regional and state entities.				
Administration Total				\$14,350.00

Education and Outreach	Hours			Rate	Fees	Sub-total
	Hours	Rate	Fees			
Website Hosting and Maintenance	20	\$95.00	\$1,000.00		\$2,900.00	
Host and maintain a website, as required by BWSR, with meeting information, plans, reports, grants and other information.			Fee is for web hosting			
Advocacy and Outreach	25	\$95.00	\$0.00		\$2,375.00	
Implement the advocacy, education and outreach strategies within the Watershed Management Plan.						
Landscaping for Clean Water			\$1,900.00		\$1,900.00	
Provide access to the Landscaping for Clean Water: Introduction Class Materials, Design Course Materials and Maintenance Workshop <i>Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance.</i>			Introduction Class= \$1,900 Desing Course= \$3,800 Maintenance Workshop= \$1,900			
Education and Outreach Total						\$7,175.00

2024 Work Plan and Budget
North Cannon River Watershed Management Organization

Technical Assistance	Hours	Rate	Fees	
Water Monitoring	95	\$95.00	\$1,500.00	\$10,525.00
Staff time for routine and event sampling. Lab analysis for bacteria, nutrients and soils. Data analysis, compilation and reporting to MPCA. Create report and present findings to NCRWMO Board.			Fee is for 12 samples (7 routine and 5 events)	
Landscaping for Clean Water			\$1,800.00	\$1,800.00
Technical assistance to homeowners including layout, mid-point and final inspections for raingardens, native plantings and shoreline stabilizations.			\$600 times 3 projects	
Conservation Projects			\$1,000.00	\$1,000.00
Technical and administrative assistance to execute landowner contracts, provide construction oversight and certify completion of the project.				
Technical Assistance Total				\$13,325.00

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

Total Agreement Not-to Exceed			\$38,600.00
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Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work progresses. If proposed changes are to exceed the total agreed amount, this work plan will then be amended and re-executed by the NCRWMO and SWCD.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorization to execute joint powers agreement with the Vermillion River Watershed Joint Powers Organization for 2024 services and a consent and confirmation waiver for legal services provided by Dakota County.

SUMMARY:

Staff has provided the Vermillion River Watershed Joint Powers Organization (VRWJPO) a draft work plan and budget for 2024 services. The work plan and budget includes the following tasks:

- Evaluation and Policy
- Feasibility/Preliminary Studies
- Capital Improvement Projects
- Public Outreach and Communication
- Inventories and Assessments
- Monitoring and Data Analysis

The work plan and budget includes a total agreement amount not to exceed \$251,000 which is a \$6,000 decrease from current year. The work plan includes a new task for Low-Input Turf workshops and cost reductions under the Evaluation and Policy and Monitoring and Data Analysis activities. The reductions were made to “right size” our annual work plan and budget with the VRWJPO. In recent years, we have only invoiced approximately 75% of the not-to-exceed amount and our joint goal is to be as accurate as possible when developing annual work plans and budgets.

The Vermillion River Watershed Joint Powers Board (VRWJPB) approved the work plan and budget at their December 6 meeting. As part of this approval, and since the Dakota County Attorney’s Office represents both the VRWJPB and the SWCD Board, execution of a consent and confirmation waiver for legal representation by Dakota County to both parties is requested.

EXPLANATION OF FISCAL/FTE IMPACT:

Services to the VRWJPO have been included in the SWCD budget and staff work plan for 2024.

Supporting Documents:

2024 Work Plan and Budget with VRWJPO

Previous Board Action:

None

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR SERVICES**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. §§ 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the Dakota County Soil and Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Dakota County, with statutory authority to carry out erosion control and other soil and water conservation programs within Dakota County pursuant to Minn. Stat. ch. 103C and as otherwise provided by law; and

WHEREAS, in its 2024 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including water monitoring, outreach and education, policy development, regulatory review, feasibility studies, and capital improvements; and

WHEREAS, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the VRWJPO and the SWCD shall derive from this Agreement, the VRWJPO and the SWCD hereby enter into this Agreement for the purposes stated herein.

**SECTION 1
PURPOSE**

The purpose of this Agreement is to define the responsibilities of the parties for services to be provided by the SWCD to the VRWJPO related to water monitoring, outreach and education, policy development, regulatory review, feasibility studies and capital improvements in the Vermillion River Watershed as more fully described in Exhibit 1, attached hereto and incorporated herein by reference.

**SECTION 2
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the Dakota County Soil and Water Conservation District (SWCD) acting through its Board of Supervisors.

**SECTION 3
TERM**

Notwithstanding the dates of the signatures below, this Agreement shall be effective January 1, 2024, and shall remain in effect until December 31, 2024, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

SECTION 4 COOPERATION

The VRWJPO and the SWCD agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in any equitable and timely manner.

SECTION 5 SCOPE OF SERVICES AND PAYMENT

- 5.1** Scope of Services. The SWCD shall provide the services generally described in Exhibit 1. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD's profession currently practicing under similar conditions.
- 5.2** Total Cost. The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Two Hundred Fifty-One Thousand Dollars and No/100 Cents (\$251,000.00). The VRWJPO shall pay for purchased services at the rates set out in Exhibit 1.
- 5.3** Time of Payment. The VRWJPO shall make payment to the SWCD within forty-five (45) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within forty-five (45) days.
- 5.4** Payment for Unauthorized Claims. The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 5.5** Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payment exceed the total cost of this Agreement.
- 5.6** Cost Sharing Limitations for Capital Improvement Projects Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For such projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed \$50,000.00 per project where total project costs eligible for consideration under VRWJPO cost share do not exceed \$99,999.00. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding pursuant to the VRWJPO Capital Improvement Project Cost Share Policy.

SECTION 6 GENERAL PROVISIONS

- 6.1** SWCD Obligations. In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.
- 6.2** Compliance with Laws/Standards. The SWCD agrees to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.

- 6.3** Employee Status. The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.
- 6.4** Liable for Own Acts. Each party to this Agreement shall be liable for the acts of its officers, employees, volunteers or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the VRWJPO and the SWCD. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.
- 6.5** Insurance. At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.
- 6.6** Records Retention and Audits. The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.
- 6.7** Subcontracting. The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. Notwithstanding the foregoing, the VRWJPO consents to the use of the Scott County Soil & Water Conservation District as a subcontractor for purposes of providing technical assistance with water monitoring tasks and for providing subwatershed BMP inventory assistance. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.
- 6.8** Timeliness. The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- 6.9** Default: Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 6.10** Data Privacy and Confidentiality. Data on individuals collected, created, received, kept or shared by the SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. ch. 13) and its implementing rules. Further, federal laws on data privacy may also apply. The SWCD must comply with data privacy laws and rules as if the SWCD was the VRWJPO. The Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the VRWJPO, the SWCD may direct the public to the VRWJPO for access to the data.

The VRWJPO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stat. ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

6.11 Assignment. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

SECTION 7 AUTHORIZED REPRESENTATIVES AND LIAISONS

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

TO THE VRWJPO: Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th Street West, Suite 103
Farmington, MN 55024

TO THE SWCD: Laura Zanmiller or successor, Chair
Dakota County SWCD
440 220th Street West, Suite 102
Farmington, MN 55024

In addition, notification to the VRWJPO or the SWCD regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

7.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the SWCD. The VRWJPO and the SWCD shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Travis Thiel, Administrator
Vermillion River Watershed Joint Powers Organization
Telephone: (952) 891-7011

SWCD Liaison: Brian Watson, Manager
Dakota County SWCD
Telephone: (651) 480-7778

SECTION 8 TERMINATION

8.1 In General. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

8.2 Termination by VRWJPO for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the Authorized Representatives of the VRWJPO and the SWCD.

SECTION 10 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

SECTION 11 SEVERABILITY

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

SECTION 12 MERGER

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

12.2 Exhibits. Exhibits 1 through 3 are attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.

Exhibit 1 – Work Plan and Budget
Exhibit 2 – Standard Assurances
Exhibit 3 – Insurance Terms

SECTION 13 REPRESENTATION BY THE DAKOTA COUNTY ATTORNEY'S OFFICE

The Dakota County Attorney (County Attorney) provides legal representation to the VRWJPO pursuant to the joint powers agreement that established the VRWJPO. In addition, the County Attorney is statutorily obligated to be the attorney for the SWCD. Specifically, Minn. Stat. § 103C.321, Subd. 4 provides that the SWCD Board may call upon the County Attorney for necessary legal counsel, advice and services. In the event there is a conflict of interest determined by the County Attorney in representing the interests of both the VRWJPO and the SWCD, the County Attorney will so inform the Authorized Representative of the parties. In the event the County Attorney determines a conflict exists, the conflict of interest procedures of the County Attorney will be followed. The parties hereby waive any conflict of interest for the Dakota County Attorney's Office to represent both the VRWJPO and the SWCD in preparation and execution of this Agreement.

**SECTION 14
SURVIVORSHIP**

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liable for Own Acts); Section 6.6 (Records Retention and Audits); Section 6.10 (Data Privacy and Confidentiality); Section 10 (Minnesota Law to Govern); Section 11 (Severability) and Section 13 (Representation by the Dakota County Attorney's Office).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**DAKOTA COUNTY SOIL AND WATER
CONSERVATION DISTRICT**

By _____
Laura Zanmiller or Successor, Chair
Board of Supervisors
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

APPROVED AS TO FORM:

/s/ G. Paul Beaumaster 11/2 /2023
Assistant Dakota County Attorney/Date
KS-2024-
VRW Res. No.

By _____
Mike Slavik or Successor, Chair
Date of Signature: _____

2024 Dakota County SWCD Work Plan and Budget Vermillion River Watershed Joint Powers Organization

Evaluation and Policy

- Incentive program policy assistance for programs to install voluntary conservation practices \$1,000
- Subtotal \$1,000**

Feasibility/Preliminary Studies

- Preliminary design, technical assistance and marketing of voluntary conservation practices \$40,000
- Subtotal \$40,000**

Capital Improvement Projects

- Install water quality projects (pass through funds to others) \$48,000
 - Technical Assistance to install water quality projects \$13,250
 - Implement Landscaping for Clean Water (LCW) Grant Program \$18,750¹
- Subtotal \$80,000**

Public Outreach and Communication

- Coordinate Vermillion River Watch Program \$ 5,000
 - Coordinate and conduct Landscaping for Clean Water Workshops \$30,400
 - Coordinate and conduct Low-Input Turf Workshops \$7,600
 - Presentations for Grades 3-12 (up to 3 total) \$3,000
- Subtotal \$46,000**

Inventories and Assessments

- Provide GIS mapping support \$5,000
- Subtotal \$5,000**

Monitoring and Data Analysis

- Staff time for sample collection, equipment installation, maintenance, downloading, longitudinal surveys (temperature, dissolved oxygen, turbidity). \$30,000
 - Data analysis, database management, data reporting, FLUX modeling, reporting \$15,000
 - Lab costs for water quality sample analysis and QA/QC samples \$19,000
 - Equipment and supplies \$ 8,000
 - Macroinvertebrate collections and habitat monitoring \$ 7,000
- Subtotal \$79,000**

Total Not to Exceed Amount: \$251,000

1 - Each Landscaping for Clean Water project installed includes \$250 for landowner stipend and \$600 for technical and administrative assistance

STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

7. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

8. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor’s failure to comply with the requirements of the State Mechanical Code.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide VRWJPO with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to VRWJPO of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify VRWJPO from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide VRWJPO with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for VRWJPO hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of VRWJPO's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of VRWJPO's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise VRWJPO of any intended or pending change of any Professional Liability insurers or policy forms, and provide VRWJPO with all pertinent

information that VRWJPO may reasonably request to determine compliance with this section; and (b) immediately advise VRWJPO of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of VRWJPO.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. VRWJPO shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as VRWJPO may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide VRWJPO with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide VRWJPO with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the VRWJPO Certificate of Insurance, or in such other form as VRWJPO may reasonably request, and shall contain sufficient information to allow VRWJPO to determine whether there is compliance with these provisions. At the request of VRWJPO, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to VRWJPO prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to VRWJPO. Such acceptance by VRWJPO shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, VRWJPO shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to VRWJPO. If VRWJPO does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to VRWJPO.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, VRWJPO shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to VRWJPO immediately upon presentation of invoice.

9. Loss Information. At the request of VRWJPO, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of VRWJPO under this section. Such loss information shall include such specifics and be in such form as VRWJPO may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases VRWJPO, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of VRWJPO or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of VRWJPO, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by VRWJPO, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by VRWJPO, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

CONSENT AND CONFIRMATION OF WAIVER

WHEREAS, the Dakota County Attorney's Office provides legal representation and advice to the Vermillion River Watershed Joint Powers Organization (VRWJPO) and to the Dakota County Soil and Water Conservation District (SWCD) pursuant to a legal service agreement authorized by the Vermillion River Watershed Joint Powers Organization and the Dakota County Soil and Water Conservation District Boards (Vermillion River Watershed Joint Powers Organization and the Dakota County Soil and Water Conservation District are individually referred to as a "client" and collectively as the "clients"; 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 waivable 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 the clients to assist in drafting a Joint Powers Agreement for Water Monitoring, Outreach and Education, Policy Development, Regulatory Review, Feasibility Studies and Capital Improvements (the "Contract"); and

WHEREAS, the clients believe their interests generally align in carrying out the purposes of the Contract; and

WHEREAS, in this joint representation, there exists the possibility for the interests to become conflicting, such as liability and transfer of obligations and duties; and

WHEREAS, despite possibilities for such interests to conflict, the clients 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 undersigned, on behalf of SWCD and VRWJPO, confirm and acknowledge their understanding of the foregoing and hereby agrees to Dakota County Attorney's Office's representation of SWCD and VRWJPO and waives on behalf of SWCD and VRWJPO any conflict of interest arising from the Dakota County Attorney's Office joint representation regarding the drafting and review of the Contract.

This waiver may be withdrawn at any time by either client upon written notice to the Dakota County Attorney's Office. If it becomes apparent SWCD and VRWJPO's interests do not generally align in carrying out the purposes of the Contract, the Dakota County Attorney's Office

CONSENT AND CONFIRMATION OF WAIVER

will inform both clients that its representation in the matter will cease and the clients will be advised to seek separate legal counsel.

DAKOTA COUNTY SOIL & WATER
CONSERVATION DISTRICT

Dated: _____

By: _____
Laura Zanmiller
Board Chair

VERMILLION RIVER WATERSHED JOINT POWERS
ORGANIZATION

Dated: _____

By: _____
Mike Slavik
Board Chair

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt 2024 Merit Compensation Policy and Plan

SUMMARY:

The 2024 Merit Compensation Policy and Plan was approved by the Dakota County Board of Commissioner's at their November 28 meeting. The 2024 Merit Compensation Policy and Plan (Plan) is based on the need to provide compensation for employees to reflect market competitiveness within projected budget limitations.

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

The 2024 salary ranges (Page 10 of Plan) reflect a 3.25% cost of living increase to the minimum and maximum salaries for each position grade. The 2024 Merit Matrix table (Page 9) provides a 0.0 to 7.5 percent increase based on employee performance.

The Personnel Committed reviewed the 2024 Merit Compensation Policy and Plan and the Merit Matrix table and recommends adoption.

EXPLANATION OF FISCAL/FTE IMPACT:

The Merit Compensation Policy and Plan has been included into the draft 2024 budget.

Supporting Documents:

Dakota County 2024 Merit Compensation Policy and Plan

Previous Board Action:

None

~~2023~~ 2024

Merit Compensation Policy & Plan

DAKOTA COUNTY MERIT COMPENSATION POLICY & PLAN

I. INTRODUCTION

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

II. ADMINISTRATIVE GUIDELINES

A. Participation

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

B. Plan Update

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

III. COMPENSATION PROGRAM ELEMENTS

A. Policy

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

B. Salary Structure

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

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

C. Performance Reviews

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

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

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

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

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

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

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

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

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

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

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

D. Individual Development Plans

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

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

E. Salary Increase Matrix

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

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

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

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

F. Extra Meritorious Award

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

G. Promotion

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

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

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

H. Demotion

a. Involuntary

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

b. Voluntary

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

c. Reorganization

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

I. Job Evaluation

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

J. Reclassification

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

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

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

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

K. Within-Grade Advancement

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

L. Working Out of Grade

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

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

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

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

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

M. On-Call Compensation

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

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

N. Call-Back Pay

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

O. Wage and Salary Guidelines

- *Full Merit Concept*

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

- *Merit Matrix*

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

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

- *Performance Review Date*

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

- *Effective Dates of Increases*

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

- *Six-Month Probationary Performance Reviews*

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

- *Salaries Below the Range Minimum*

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

- *Increases to Top of Range*

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

Increases to Top of Range No employee's salary may exceed the range maximum. In years with an available merit increase opportunity, a base increase may be given up to the maximum. If a full merit increase would result in a salary above the range maximum, the increase will be limited to the salary range maximum. The remainder shall be paid in a lump sum payment, which does not increase the employee's base compensation for the following salary review period.

P. Approval Process

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

Q. Market Adjustment

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

R. Plan Exceptions

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

S. Policy Implications

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

DAKOTA COUNTY NON-UNION MERIT COMPENSATION PLAN

2023-2024 Merit Matrix

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

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

2023 DAKOTA COUNTY PAY EQUITY COMPENSATION STRUCTURE

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

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

2024 DAKOTA COUNTY PAY EQUITY COMPENSATION STRUCTURE

<u>Grade</u>	<u>Minimum</u>	<u>Q-1</u>	<u>Midpoint</u>	<u>Q-3</u>	<u>Maximum</u>
<u>100</u>	<u>\$27,320</u>	<u>\$30,735</u>	<u>\$34,150</u>	<u>\$38,419</u>	<u>\$42,688</u>
<u>101</u>	<u>\$30,598</u>	<u>\$34,423</u>	<u>\$38,248</u>	<u>\$43,029</u>	<u>\$47,810</u>
<u>102</u>	<u>\$34,270</u>	<u>\$38,554</u>	<u>\$42,838</u>	<u>\$48,193</u>	<u>\$53,548</u>
<u>103</u>	<u>\$38,383</u>	<u>\$43,181</u>	<u>\$47,979</u>	<u>\$53,977</u>	<u>\$59,974</u>
<u>104</u>	<u>\$42,989</u>	<u>\$48,363</u>	<u>\$53,736</u>	<u>\$60,453</u>	<u>\$67,170</u>
<u>105</u>	<u>\$48,147</u>	<u>\$54,166</u>	<u>\$60,184</u>	<u>\$67,707</u>	<u>\$75,230</u>
<u>106</u>	<u>\$53,925</u>	<u>\$60,666</u>	<u>\$67,406</u>	<u>\$75,832</u>	<u>\$84,258</u>
<u>107</u>	<u>\$60,396</u>	<u>\$67,946</u>	<u>\$75,495</u>	<u>\$84,932</u>	<u>\$94,369</u>
<u>108</u>	<u>\$67,643</u>	<u>\$76,099</u>	<u>\$84,554</u>	<u>\$95,124</u>	<u>\$105,693</u>
<u>109</u>	<u>\$75,760</u>	<u>\$85,230</u>	<u>\$94,700</u>	<u>\$106,538</u>	<u>\$118,375</u>
<u>110</u>	<u>\$84,851</u>	<u>\$95,458</u>	<u>\$106,064</u>	<u>\$119,322</u>	<u>\$132,580</u>
<u>111</u>	<u>\$95,034</u>	<u>\$106,913</u>	<u>\$118,792</u>	<u>\$133,641</u>	<u>\$148,490</u>
<u>112</u>	<u>\$106,438</u>	<u>\$119,743</u>	<u>\$133,047</u>	<u>\$149,678</u>	<u>\$166,309</u>
<u>113</u>	<u>\$119,210</u>	<u>\$134,112</u>	<u>\$149,013</u>	<u>\$167,640</u>	<u>\$186,266</u>
<u>114</u>	<u>\$133,516</u>	<u>\$150,206</u>	<u>\$166,895</u>	<u>\$187,757</u>	<u>\$208,619</u>
<u>115</u>	<u>\$149,538</u>	<u>\$168,230</u>	<u>\$186,922</u>	<u>\$210,288</u>	<u>\$233,653</u>
<u>116</u>	<u>\$167,482</u>	<u>\$188,418</u>	<u>\$209,353</u>	<u>\$235,522</u>	<u>\$261,691</u>
<u>117</u>	<u>\$187,580</u>	<u>\$211,028</u>	<u>\$234,475</u>	<u>\$263,785</u>	<u>\$293,094</u>

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Provide final payment of \$21,143.10 to the City of Burnsville for the installation of a grade stabilization structure.

SUMMARY:

The City of Burnsville has completed the construction of a grade stabilization structure at Alimagnet Park in Burnsville, Vermillion River Watershed.

The project was approved for funding at the June 8, 2023 Board meeting at 85% cost share not to exceed \$25,000 based on a cost estimate of \$29,800.

Project installation has been certified by SWCD staff. Final eligible expenses were \$24,874.24. Staff is recommending final payment of \$21,143.10 (85% of eligible expenses) to the City of Burnsville.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

23-CIF-01 Burnsville Alimagnet Park Grade Stabilization Factsheet

Previous Board Action:

Motion 23.046 on 6/8/2023

Authorization to Execute Contract



CITY OF BURNSVILLE

ALIMAGNET PARK STABILIZATION



PRACTICE:

- Grade Stabilization Structure

BENEFITS:

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

PARTNERS:

- City of Burnsville
- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Alimagnet Lake

INSTALLATION:

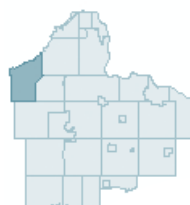
- Fall 2023

PROJECT: The City of Burnsville installed a grade stabilization structure (detention basin) at Alimagnet Park. The project will intercept and slow the flow of stormwater that was causing gully erosion near the shore of Alimagnet Lake.

FUNDING:	Final Project Cost:	\$24,874
	Cost Share Amount:	\$21,143
	Landowner Amount	\$3,731



LOCATION:
Burnsville, MN



ALIMAGNET PARK STABILIZATION



The project site was chosen to capture and slow runoff that was causing a gully near Alimagnet Lake.



Existing sod was removed and topsoil was stripped and stockpiled for use after grading.



An embankment with a low-flow outlet was constructed to capture and slowly release surface water runoff.



The embankment was compacted to ensure it holds back water.



Topsoil was placed and an emergency spillway was constructed using rock.



The basin was seeded with native vegetation and erosion blanket installed.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Provide final payment of \$12,070 to Harold (Nick) Peine for the installation of water and sediment control basin.

SUMMARY:

Harold (Nick) Peine has completed the construction of a water and sediment control basin in Hampton Township, Vermillion River Watershed. The project was constructed in cooperation with the landowner, Ryan Finnegan.

The project was approved for funding at the September 14, 2023 Board meeting at 85% cost share not to exceed \$12,070 and based on a cost estimate of \$14,200.

Project installation has been certified by SWCD staff. Final eligible expenses were \$14,490.26. Staff is recommending final payment of \$12,070 (equal to the not-to-exceed contract amount) to Nick Peine.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our FY23 Vermillion WBIF Grant and our annual agreement with the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

23-IPP-42 Peine, Nick WASCOD Factsheet

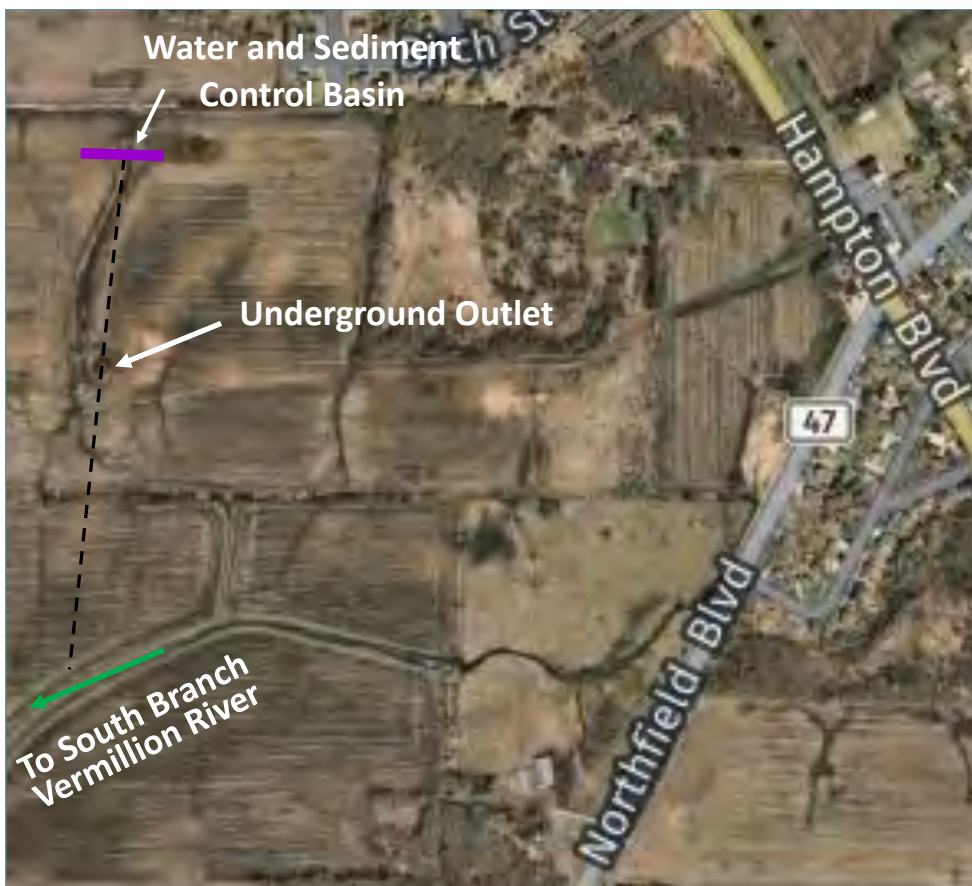
Previous Board Action:

Motion 23.077 on 9/14/2023
Authorization to Execute Contract



NICK PEINE

WATER AND SEDIMENT CONTROL BASIN



PRACTICE:

- Water and Sediment Control Basin

BENEFITS:

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

PARTNERS:

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

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- South Branch

INSTALLATION:

- Fall 2023

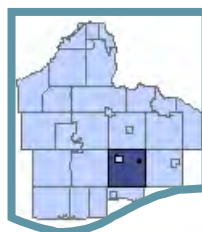
PROJECT: Surface water runoff was causing gully erosion in the field. A water and sediment control basin was constructed to capture runoff and slowly release it through an underground outlet.

FUNDING:	Estimated Project Cost:	\$14,490
	Cost Share Amount:	\$12,070
	Landowner Amount	\$2,420



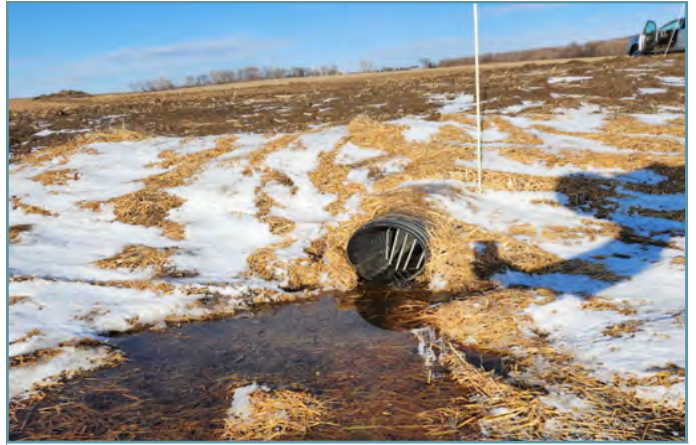
Clean Water Fund:
*Protecting and restoring
Minnesota's waters for
generations to come.*

LOCATION:
Hampton Township





Erosion between the property line and waterway was visible from the aerial imagery.



An underground outlet was installed to bring water to a stable outlet.



Topsoil was stripped and stockpiled to use after grading.



The constructed embankment will capture runoff and release it through the underground outlet.



Seeding and mulch was installed to vegetate and stabilize embankment.



The completed basin will slow runoff and reduce future erosion.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Provide final payment of \$12,750 to Richard Betzold for the installation of a water and sediment control basin.

SUMMARY:

Richard Betzold has completed the construction of a water and sediment control basin in Hampton Township, Cannon River Watershed.

The project was approved for funding at the October 12, 2023 Board meeting at 85% cost share not to exceed \$12,750 and based on a cost estimate of \$15,000.

Project installation has been certified by SWCD staff. Final eligible expenses were \$17,366.39. Staff is recommending final payment of \$12,750 (equal to the not-to-exceed contract amount) to Richard Betzold.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our FY23 Cannon WBIF Grant and our agreement with Dakota County.

Supporting Documents:

23-IPP-44 Betzold, Richard WASCB Factsheet

Previous Board Action:

Motion 23.086 on 10/12/2023
Authorization to Execute Contract



RICHARD BETZOLD

WATER AND SEDIMENT CONTROL BASIN



PRACTICE:

- Water and Sediment Control Basin

BENEFITS:

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

PARTNERS:

- Minnesota Board of Water and Soil Resources

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Pine Creek

INSTALLATION:

- Fall 2023

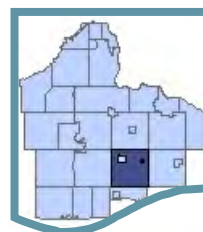
PROJECT: Surface water runoff was causing gully erosion in the field. A water and sediment control basin was constructed to capture runoff and slowly release it through an underground outlet.

FUNDING:	Project Cost:	\$17,366
	Cost Share Amount:	\$12,750
	Landowner Amount	\$4,616



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

LOCATION:
Hampton Township





Gully erosion was filled with rocks to try to slow water flow and limit erosion.



Erosion in the field was visible in the aerial imagery.



Topsoil was stripped and stockpiled to use after grading.



The embankment will hold back runoff and slowly release runoff through an underground outlet



The embankment was seeded. Straw mulch was placed to reduce erosion until vegetation is established.



Runoff is released through a tile that outlets to a recently constructed grassed waterway.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payments of \$3,150, \$2,660, \$2,520, and \$2,975 to Rodney Kimmes under four (4) separate contracts for establishment of a cover crop (1-year).

SUMMARY:

Rodney Kimmes has completed the establishment of cover crops totaling 323 acres on four separate fields. One field is located in Hampton Township, Cannon River Watershed and three fields are located in Marshan Township, Vermillion River Watershed.

The projects were approved for funding at the May 11, 2023 Board meeting with an incentive payment not to exceed \$35 per acre. Under each contract, incentives for establishing the cover crop include:

- 90 acres at \$3,150
- 76 acres at \$2,660
- 72 acres at \$2,520
- 85 acres at \$2,975

Cover crops of oats, radish, and winter cereal rye were seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health. Project seeding has been certified by staff.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

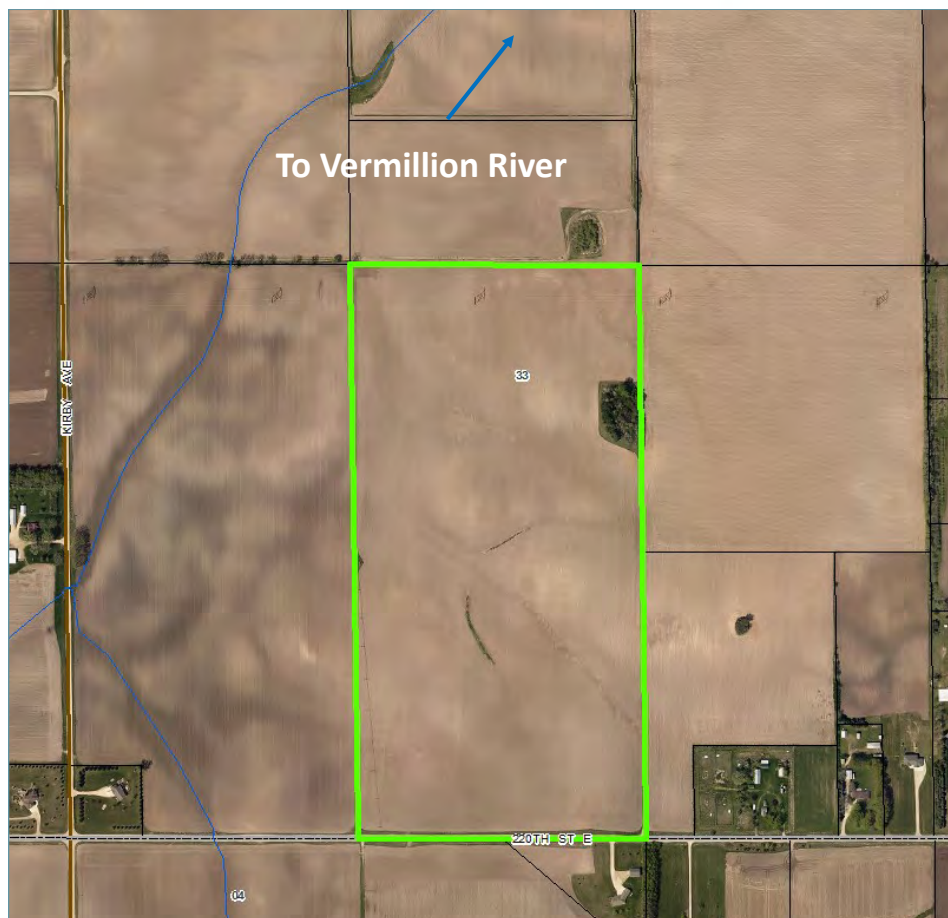
23-IPP-12 Kimmes, Rodney Cover Crop Factsheet
23-IPP-13 Kimmes, Rodney Cover Crop Factsheet
23-IPP-14 Kimmes, Rodney Cover Crop Factsheet
23-IPP-15 Kimmes, Rodney Cover Crop Factsheet

Previous Board Action:

Motion 23.038 on 5/11/23
Authorization to Execute
Contracts



RODNEY KIMMES COVER CROP

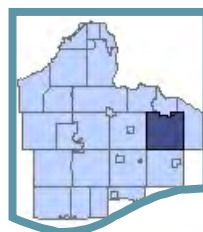


PROJECT: A radish and oat cover crop mix was planted on 76 acres following sweet corn harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$2,660
(76 acres x \$35 per acre x 1 year)



LOCATION:
Marshan Township



PRACTICE:

- Cover Crop

BENEFITS:

- 20 tons of sediment per year prevented from traveling downstream
- 29 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:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2023



Oat and radish cover crop mix was planted mid-September after sweet corn harvest.



The cover crop had approximately 8 inches of growth 3 weeks after planting.



RODNEY KIMMES COVER CROPS



PRACTICE:

- Cover Crops

BENEFITS:

- 20 tons of sediment per year prevented from traveling downstream
- 29 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:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

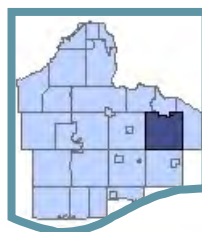
- Fall 2023

PROJECT: A radish and oat cover crop mix was planted on 72 acres following snap bean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$2,520
(72 acres x \$35 per acre x 1 year)



LOCATION:
Marshan Township



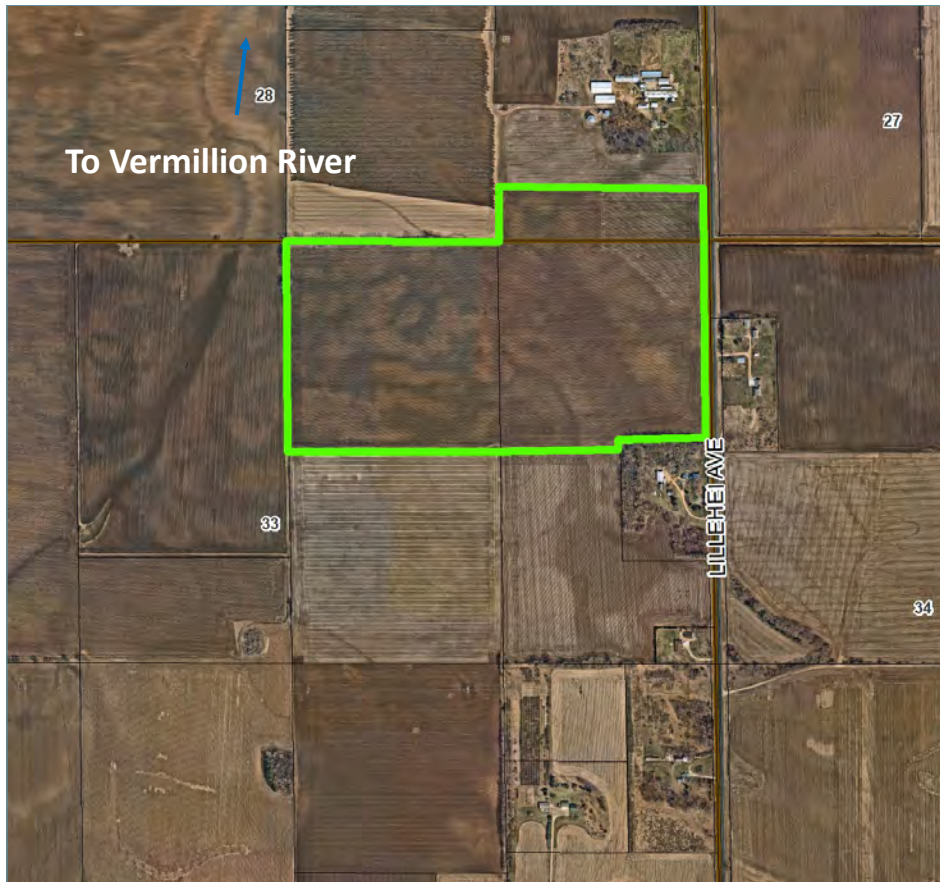


Oat and radish cover crop mix was planted mid-September after snap bean harvest.



The cover crop had approximately 8 inches of growth 3 weeks after planting.

RODNEY KIMMES COVER CROP

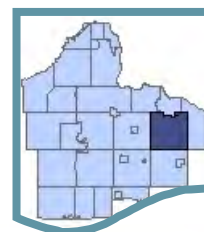


PROJECT: A radish and oat cover crop mix was planted on 85 acres following sweet corn harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$2,975
(85 acres x \$35 per acre x 1 year)



LOCATION:
Marshan Township



PRACTICE:

- Cover Crop

BENEFITS:

- 15 tons of sediment per year prevented from traveling downstream
- 23 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:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2023

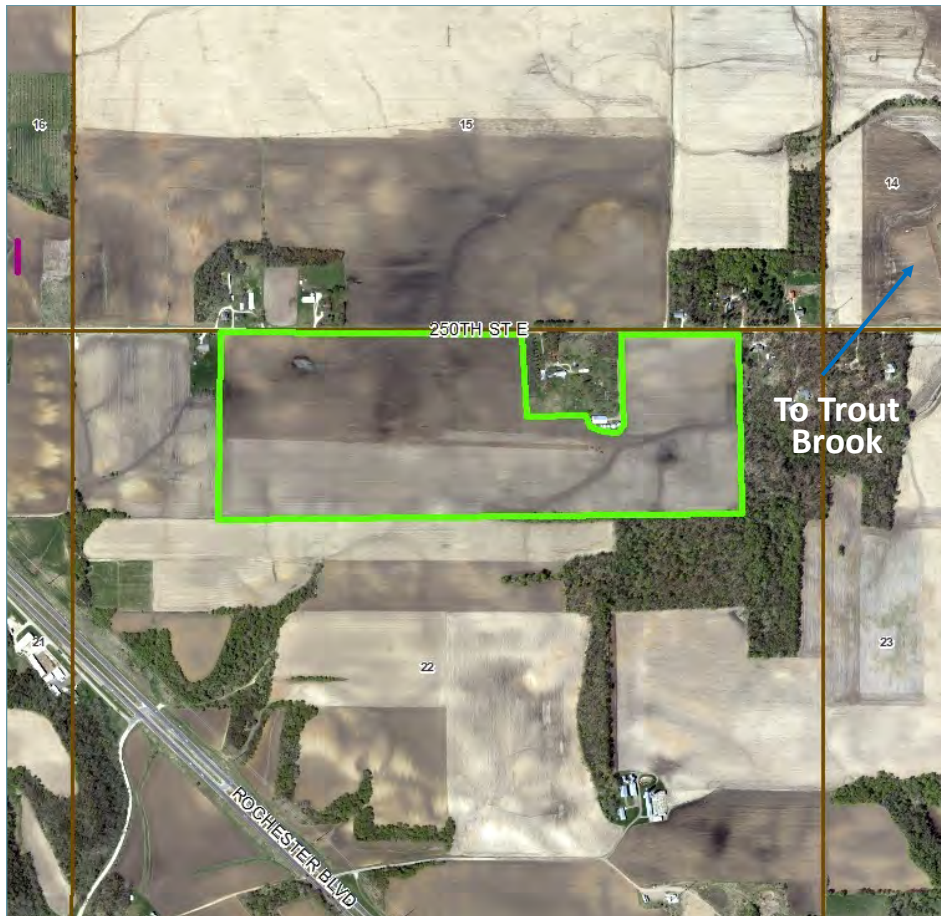


Oat and radish cover crop mix was planted mid-September after sweet corn harvest



The cover crop had approximately 8 inches of growth 3 weeks after planting.

RODNEY KIMMES COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 30 tons of sediment per year prevented from traveling downstream
- 42 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:

- Trout Brook

INSTALLATION:

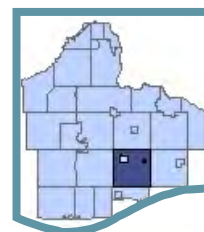
- Fall 2023

PROJECT: A winter cereal rye cover crop was planted on 90 acres following sweet corn harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$3,150**
(90 acres x \$35 per acre x 1 year)



LOCATION:
Hampton Township





Winter cereal rye cover crop was planted end of September after sweet corn harvest.



The cover crop had approximately 4 inches of growth 2 weeks after planting.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payments of \$2,100, \$2,520, \$1,960, and \$1,295 to Pat Maher under four separate contracts for establishment of a cover crop (1-year).

SUMMARY:

Pat Maher has completed the establishment of cover crops totaling 225 acres on four separate fields. The fields are located in Marshan and Ravenna Townships, Vermillion River Watershed.

The projects were approved for funding at the May 11, 2023 Board meeting with an incentive payment not to exceed \$35 per acre. Under each contract, incentives for establishing the cover crops include:

- 60 acres at \$2,100
- 72 acres at \$2,520
- 56 acres at \$1,960
- 37 acres at \$1,295

Cover crops of winter cereal rye were seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health. Project seeding has been certified by staff.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

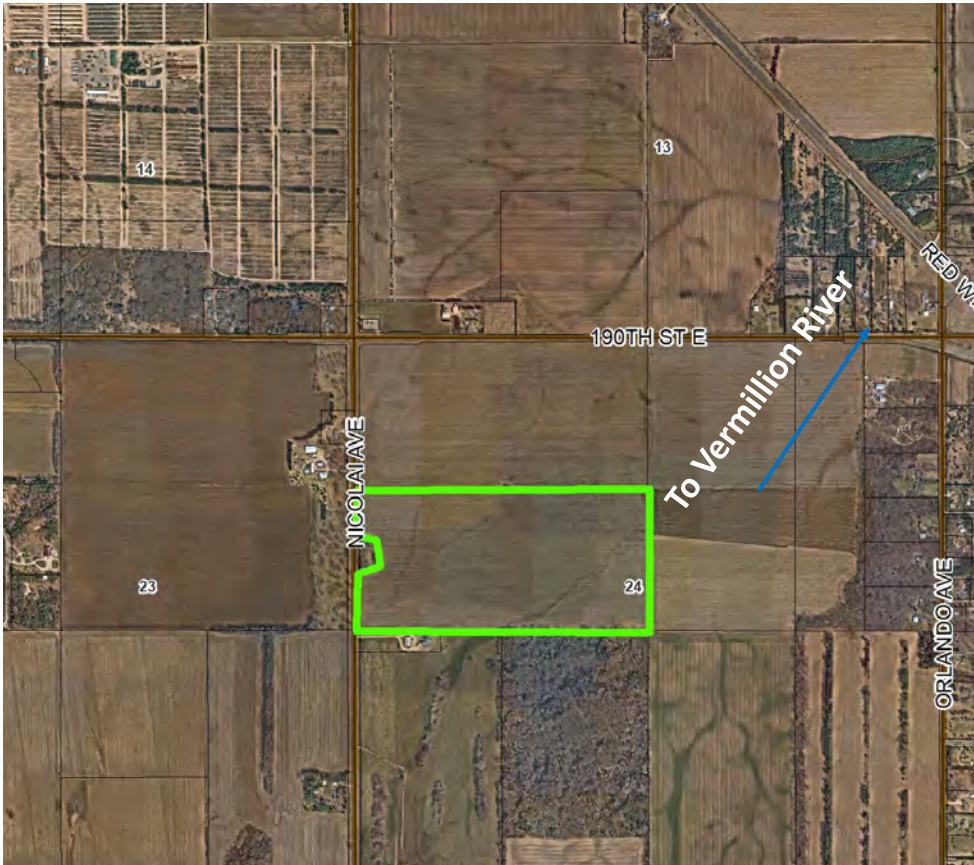
23-IPP-08 Maher, Pat Cover Crop Factsheet
23-IPP-09 Maher, Pat Cover Crop Factsheet
23-IPP-10 Maher, Pat Cover Crop Factsheet
23-IPP-11 Maher, Pat Cover Crop Factsheet

Previous Board Action:

Motion 23.037 on 5/11/23
Authorization to Execute
Contracts



PAT MAHER COVER CROP

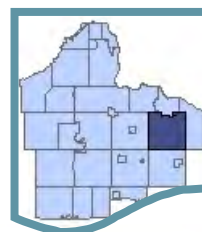


PROJECT: A winter cereal rye cover crop was planted on 72 acres following soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$2,520**
(72 acres x \$35 per acre x 1 year)



LOCATION:
Marshan Township



PRACTICE:

- Cover Crop

BENEFITS:

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

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2023

PAT MAHER

COVER CROP

DAKOTA COUNTY



— SOIL & WATER —
CONSERVATION DISTRICT



Winter cereal rye was planted after soybean harvest in mid-October.



The cover crop had approximately 3 inches of growth 3 weeks after planting.



PAT MAHER COVER CROP

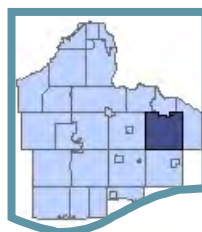


PROJECT: A winter cereal rye cover crop was planted on 60 acres following soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$2,100
(60 acres x \$35 per acre x 1 year)



LOCATION:
Marshan Township



PRACTICE:

- Cover Crop

BENEFITS:

- 2.4 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:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2023

PAT MAHER

COVER CROP

DAKOTA COUNTY



— SOIL & WATER —
CONSERVATION DISTRICT



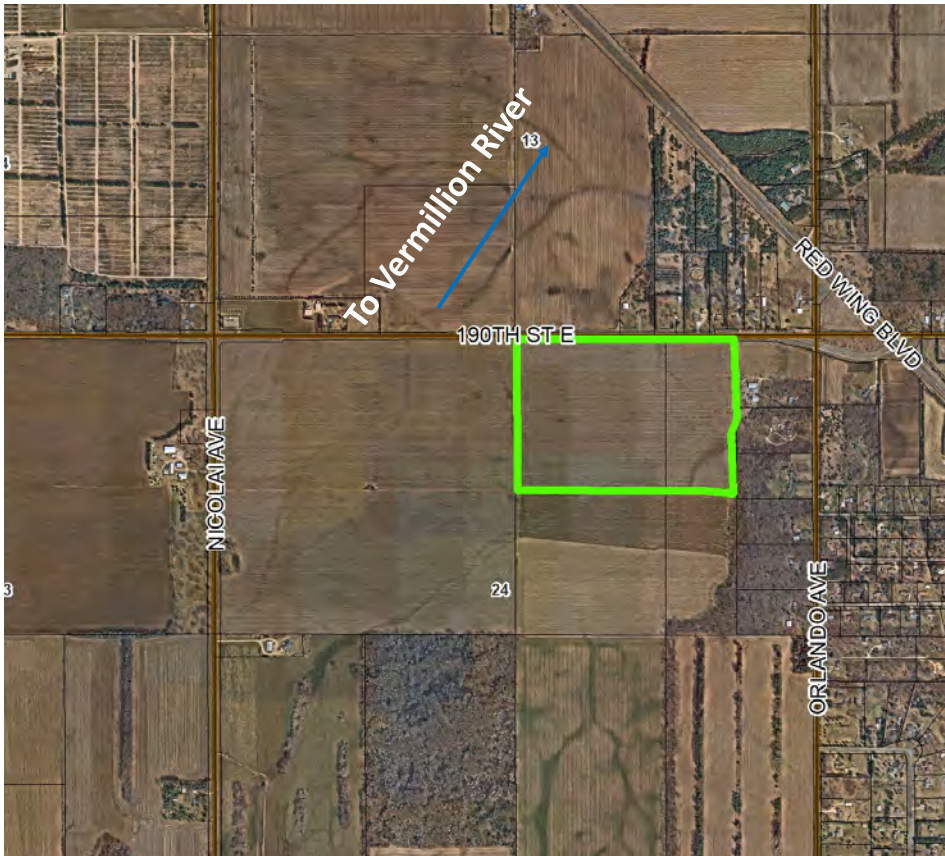
Winter cereal rye was planted after soybean harvest in mid-October



The cover crop had approximately 3 inches of growth 3 weeks after planting



PAT MAHER COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

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

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

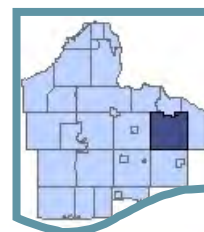
- Fall 2023

PROJECT: A winter cereal rye cover crop was planted on 56 acres following soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$1,960
(56 acres x \$35 per acre x 1 year)



LOCATION:
Marshan Township



PAT MAHER

COVER CROP

DAKOTA COUNTY



— SOIL & WATER —
CONSERVATION DISTRICT



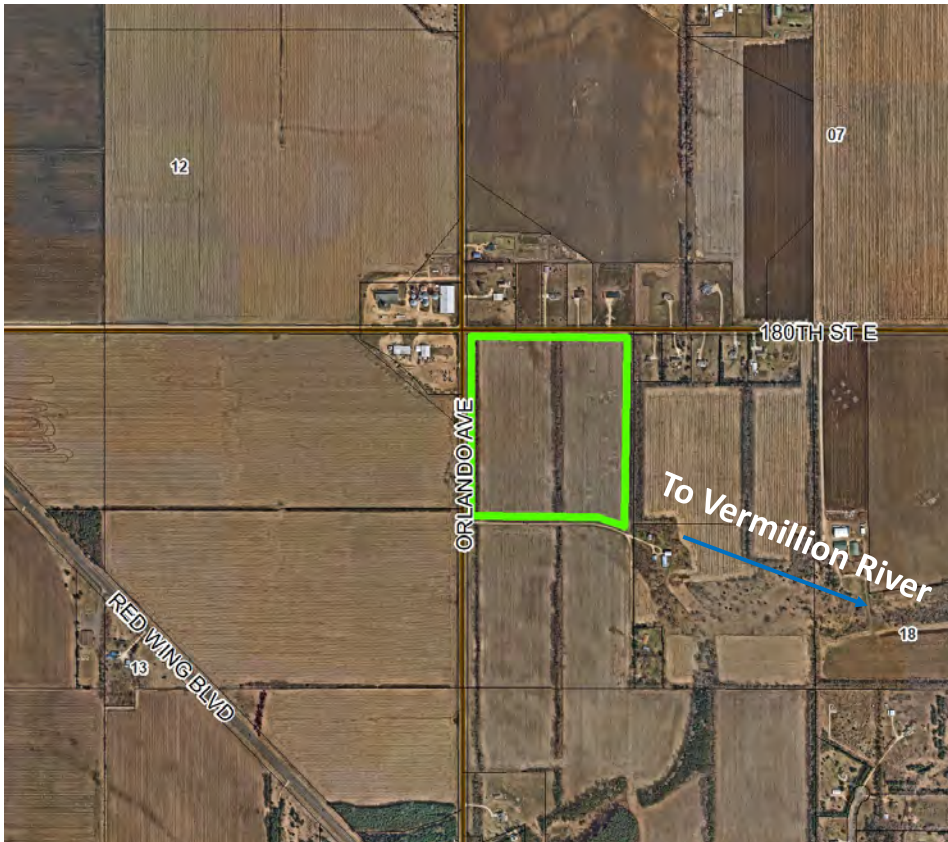
Winter cereal rye was planted after soybean harvest in mid-October.



The cover crop had approximately 3 inches of growth 3 weeks after planting.

PAT MAHER

COVER CROP

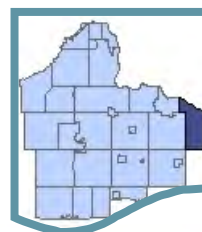


PROJECT: A winter cereal rye cover crop was planted on 37 acres following soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$1,295**
(37 acres x \$35 per acre x 1 year)



LOCATION:
Ravenna Township



PRACTICE:

- Cover Crop

BENEFITS:

- 1 ton of sediment per year prevented from traveling downstream
- 1 lb. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2023

PAT MAHER

COVER CROP

DAKOTA COUNTY



— SOIL & WATER —
CONSERVATION DISTRICT



Winter cereal rye was planted after soybean harvest in mid-October.



The cover crop had approximately 3 inches of growth 3 weeks after planting.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payments of \$875, \$1,400, and \$1,400 to Greg Fox under three (3) separate contracts for establishment of cover crops (one-year).

SUMMARY:

Greg Fox has completed the establishment of cover crops totaling 105 acres on three separate fields. The fields are located in the City of Rosemount, Vermillion River Watershed.

The projects were approved for funding at the May 11, 2023 Board meeting with an incentive payment not to exceed \$35 per acre. Under each contract, incentives for establishing the cover crop include:

- 25 acres at \$875
- 40 acres at \$1,400
- 40 acres at \$1,400

Cover crops of winter cereal rye, oats, and radish were seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health. Project seeding has been certified by staff.

EXPLANATION OF FISCAL/FTE IMPACT:

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

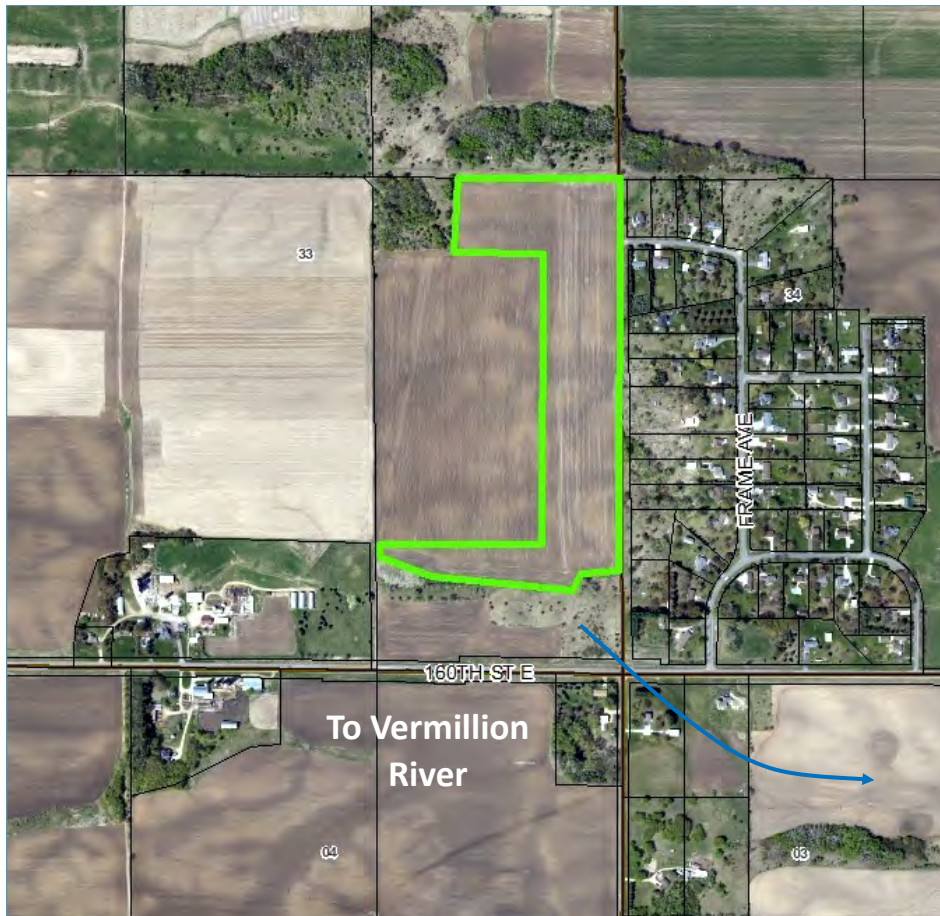
Supporting Documents:

23-IPP-30 Fox, Greg Cover Crop Factsheet
23-IPP-31 Fox, Greg Cover Crop Factsheet
23-IPP-32 Fox, Greg Cover Crop Factsheet

Previous Board Action:

Motion 23.073 on 9/14/23
Authorization to Execute
Contracts

GREG FOX COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

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

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

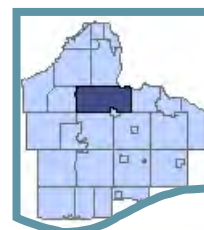
- Fall 2023

PROJECT: A winter cereal rye cover crop was planted on 25 acres following soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: **\$875**
(25 acres x \$35 per acre x 1year)

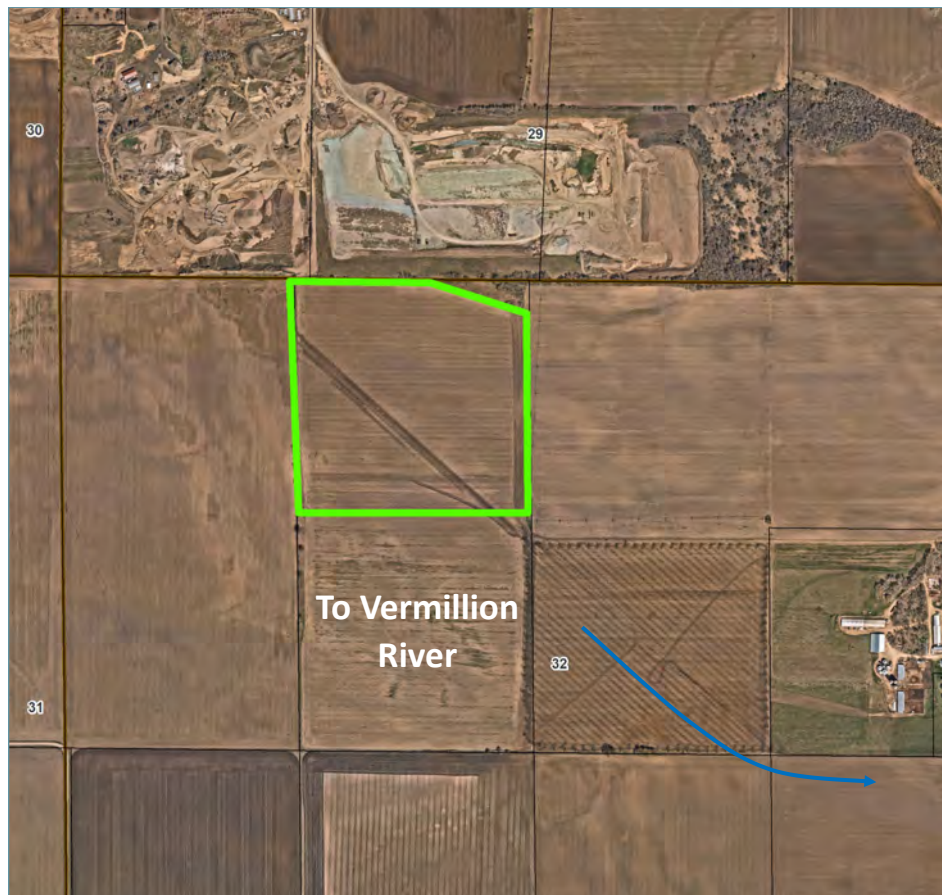


LOCATION:
City of Rosemount





GREG FOX COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

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

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

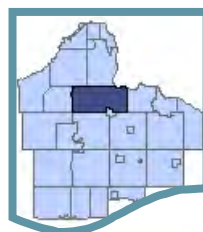
- Fall 2023

PROJECT: An oat and radish cover crop mix was planted on 40 acres following sweet corn harvest. 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 1year)



LOCATION:
City of Rosemount



GREG FOX

COVER CROP



An oat and radish cover crop mix was planted after sweet corn harvest in mid-September.



The cover crop had approximately 6 inches of growth 4 weeks after planting

GREG FOX COVER CROP

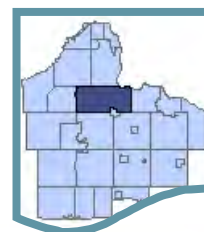


PROJECT: An oat and radish cover crop mix was planted on 40 acres following sweet corn harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

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



LOCATION:
City of Rosemount



PRACTICE:

- Cover Crop

BENEFITS:

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

PARTNERS:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2023

GREG FOX

COVER CROP

DAKOTA COUNTY



— SOIL & WATER —
CONSERVATION DISTRICT



An oat and radish cover crop mix was planted after sweet corn harvest in mid-September.



The cover crop had approximately 6 inches of growth 4 weeks after planting.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$1,960 to Judith Bauman for establishing a cover crop (1-year).

SUMMARY:

Judith Baumann has established a cover crop on 56 acres in Marshan Township, Vermillion River Watershed.

The project was approved for funding at the September 14, 2023 Board meeting with an incentive payment not to exceed \$1,960. The payment is equal to \$35 per acre for 56 acres.

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

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

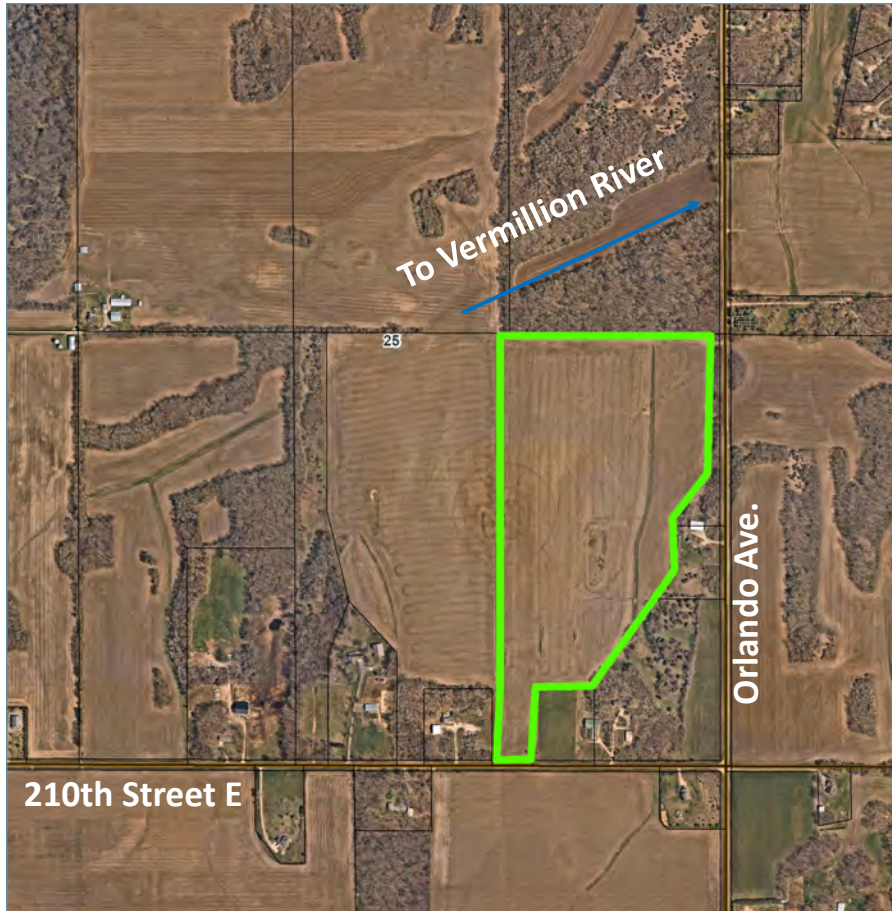
23-IPP-40 Baumann, Judith Cover Crop Factsheet

Previous Board Action:

Motion 23.074 on 9/14/23

Authorization to Execute Contract

JUDITH BAUMANN
COVER CROP

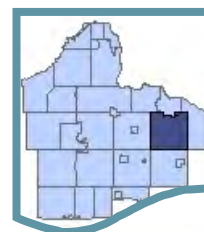


PROJECT: A winter cereal rye cover crop was planted on 56 acres following soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: **Incentive Amount:** **\$1,960**
(56 acres x \$35 per acre x 1year)



LOCATION:
Marshan
Township



PRACTICE:

- Cover Crop

BENEFITS:

- 3 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:

- Vermillion River Watershed Joint Powers Organization
- Dakota County

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

- Fall 2023



Winter cereal rye was planted after soybean harvest
in early October.



The cover crop had a couple inches of growth 3 weeks after
planting.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$821.75 to Arthur Kalmes for the installation of a native prairie with pollinator habitat.

SUMMARY:

Arthur (Art) Kalmes has completed the installation of a 0.5-acre native prairie with pollinator habitat within the City of Burnsville, Minnesota River Watershed.

The project was approved for funding at the April 13, 2023 Board meeting at 85% cost share not to exceed \$1,500 and based on a cost estimate of \$1,900. The funding amount was based on a maximum of \$3,000 per acre for projects that install native prairie vegetation with pollinator habitat.

Project installation has been certified by SWCD staff. Final eligible expenses were \$966.77. Staff is recommending final payment of \$821.75 to Art Kalmes.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

22-IPP-03 Kalmes, Arthur NPR Factsheet

Previous Board Action:

Motion 23.031 on 4/13/23
Authorization to Execute Contract

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:

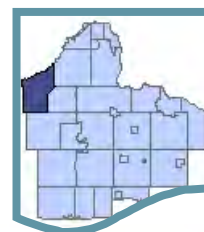
- Fall 2023

PROJECT: 0.5 acres of turfgrass 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:	\$967
	Cost Share Amount:	\$822
	Landowner Amount	\$145



LOCATION:
Burnsville



ART KALMES

NATIVE PRAIRIE RESTORATION



The project area was mowed lawn before restoration began.



The project area was treated with herbicide during the growing season to remove turfgrass and non-native weedy vegetation.



Project area was mowed short to remove dead vegetation and leaves to provide good seed bed for seed to soil contact.



Seed was hand broadcasted in two directions across restoration areas.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$5,700 to Jeffrey Hoffman for the installation of native prairie with pollinator habitat.

SUMMARY:

Jeffrey Hoffman has completed the installation of a 1.9-acre native prairie with pollinator habitat within the City of Rosemount, Vermillion River Watershed.

The project was approved for funding at the April 13, 2023 Board meeting at 85% cost share not to exceed \$5,700 and based on a cost estimate of \$8,600. The funding amount was based on a maximum of \$3,000 per acre for projects that install native prairie vegetation with pollinator habitat.

Project installation has been certified by SWCD staff. Final eligible expenses were \$19,017.16. Staff is recommending final payment of \$5,700 to Jeffrey Hoffman.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

22-IPP-05 Hoffman, Jeffrey NPR Factsheet

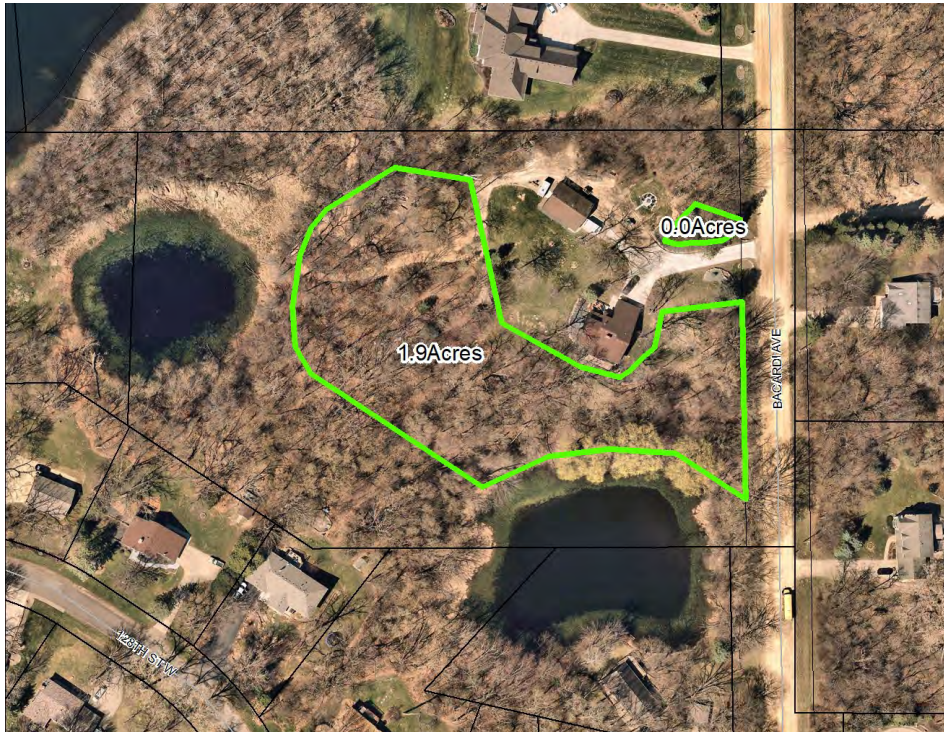
Previous Board Action:

Motion 23.032 on 4/13/23

Authorization to Execute Contract

JEFF HOFFMAN

NATIVE PRAIRIE RESTORATION

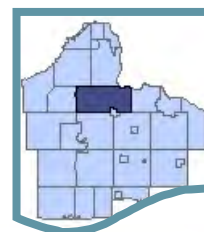


PROJECT: 1.9 acres of turfgrass, buckthorn, and boxelders were restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion and provide wildlife habitat, particularly for pollinators.

FUNDING:	Total Project Cost:	\$19,017
	Cost Share Amount:	\$5,700
	Landowner Amount	\$13,317



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



Restoration area before vegetation and tree removal.



Invasive vegetation and selective tree removal was completed to reduce weed competition and allow for more sunlight.



Following tree and vegetation removal, soil was prepared for seeding.



Landowner and friends seeded 52 species of native prairie grasses, sedges and forbs.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$834.29 to Noah and Cathy Blaha for the installation of native prairie with pollinator habitat.

SUMMARY:

Noah and Cathy Blaha have completed the installation of a 0.6-acre native prairie with pollinator habitat in Vermillion Township, Vermillion River Watershed.

The project was approved for funding at the June 8, 2023 Board meeting at 85% cost share not to exceed \$1,615 and based on a cost estimate of \$1,900. The funding amount was based on a maximum of \$3,000 per acre for projects that install native prairie vegetation with pollinator habitat.

Project installation has been certified by SWCD staff. Final eligible expenses were \$981.52. Staff is recommending final payment of \$834.29 to Noah and Cathy Blaha.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

22-IPP-23 Blaha, Noah and Cathy NPR Factsheet

Previous Board Action:

Motion 23.047 on 6/8/23

Authorization to Execute Contract



NOAH BLAHA

NATIVE PRAIRIE RESTORATION



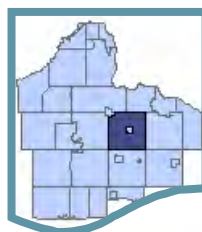
PROJECT: 0.6 acres of turfgrass was restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion and provide wildlife habitat, particularly for pollinators.

FUNDING:	Total Project Cost:	\$981
	Cost Share Amount:	\$834
	Landowner Amount	\$147



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

LOCATION:
Vermillion Township



PRACTICE:

- Restoration of Rare and Declining Communities

BENEFITS:

- 2.5 tons of sediment 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:

- 2023

NOAH BLAHA

NATIVE PRAIRIE RESTORATION



Landowner had grading done to expand driveway and decided to restore the graded area along with adjacent turf grass area.



Turf grass areas were treated with herbicide to remove existing vegetation.



The project was seeded with 52 species of native grasses, sedges, and forbs (flowers).



Following seeding, mulch was applied to prevent erosion.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$2,400 to the City of Burnsville for the installation of a native prairie with pollinator habitat.

SUMMARY:

The City of Burnsville has completed the installation of a 0.8-acre native prairie with pollinator habitat within Interlachen Park located in the Minnesota River Watershed.

The project was approved for funding at the May 9, 2023 Board meeting at 85% cost share not to exceed \$2,400 and based on a cost estimate of \$3,500. The funding amount was based on a maximum of \$3,000 per acre for projects that install native prairie vegetation with pollinator habitat.

Project installation has been certified by SWCD staff. Final eligible expenses were \$3,552.10. Staff is recommending final payment of \$2,400 to the City of Burnsville.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

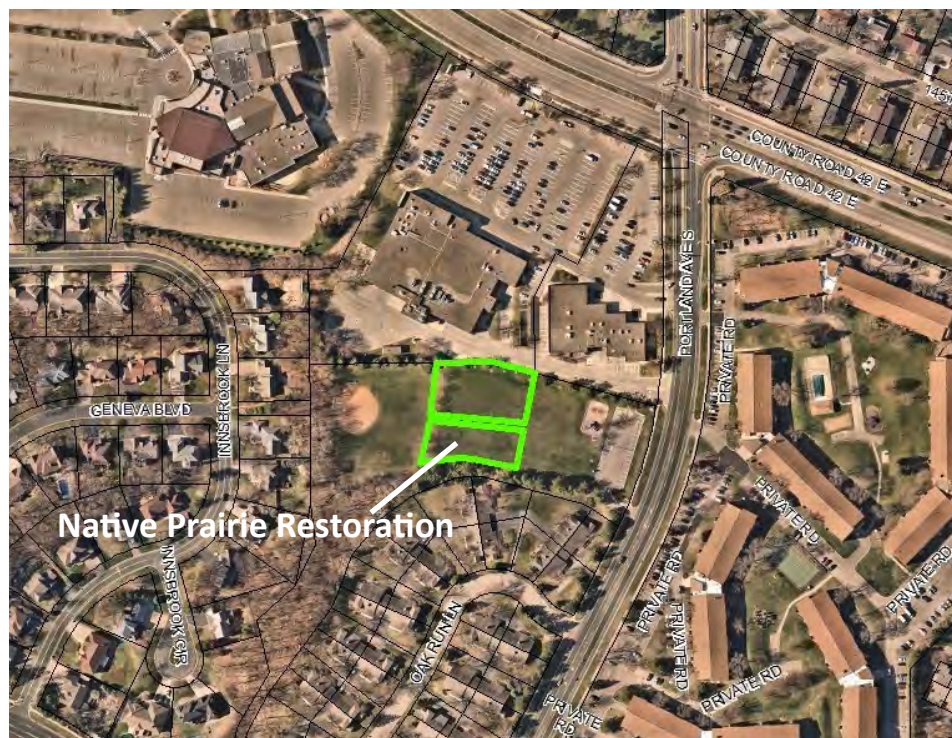
23-IPP-01 Burnsville Interlachen Park Factsheet

Previous Board Action:

Motion 23.024 on 3/9/2023
Authorization to Execute
Contracts



BURNSVILLE INTERLACHEN PARK NATIVE PRAIRIE RESTORATION



PRACTICE:

- Restoration of Rare and Declining Native Plant Communities

BENEFITS:

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

PARTNERS:

- Dakota County
- City of Burnsville

WATERSHED:

- Minnesota River

RECEIVING WATERS:

- Sunset Pond

INSTALLATION:

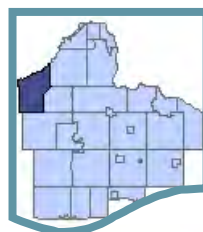
- Fall 2023

PROJECT: 0.8 acres of turfgrass were restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion, and provide wildlife habitat, particularly for pollinators.

FUNDING:	Estimated Project Cost:	\$3,552
	Cost Share Amount:	\$2,400
	Landowner Amount	\$1,152



LOCATION:
Burnsville



BURNSVILLE INTERLACHEN PARK NATIVE PRAIRIE RESTORATION



The project area was mowed turf before prairie restoration began.



Trees were pruned to increase sunlight that will reach prairie species.



The restoration area was treated with herbicide to kill off existing vegetation.



Harrowing occurred to loosen soil and increase weed germination before the second herbicide treatment.



Prior to seeding, site was harrowed again to loosen up soil for better seed-to-soil contact.



The site was seeded with 56 species of prairie grasses, sedges and forbs.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/21/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt 2024 Budget

SUMMARY:

The Finance Committee met on October 30, 2023 to review a draft 2024 budget. The Personnel Committee met on December 7 to also discuss the draft 2024 budget specific to payroll and staffing. The draft 2024 budget is \$2,274,454 and is balanced between anticipated revenues and expenditures.

REVENUES		
State Revenues:	\$	730,752
County Revenues:	\$	900,302
Other Local Revenue:	\$	579,900
Other Revenue:	\$	63,500
Total Revenues:	\$	2,274,454
EXPENSES		
Operating Expenses:	\$	70,000
Operating Supplies:	\$	9,500
Project Expenses:	\$	507,543
Program Expenses:	\$	28,200
Payroll Expenses:	\$	1,659,211
Total Expenses:	\$	2,274,454

The budget will change during the year and will be adjusted as recommended by the Finance Committee. State grant applications that are pending or those to be submitted are not included in the draft 2024 budget.

EXPLANATION OF FISCAL/FTE IMPACT:

None at this time. Upon adoption of the 2024 budget a staff work plan will be developed for the upcoming calendar year.

Supporting Documents:

None

Previous Board Action:

None

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/21/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Establish Board meeting schedule for 2024.

SUMMARY:

For the past four years our monthly Board meetings have been held at 9:00 a.m. on the 2nd Thursday of the month. For calendar year 2024 the following days would be listed for monthly Board meetings:

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

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

EXPLANATION OF FISCAL/FTE IMPACT:

None

Supporting Documents:

Previous Board Action: