



## AGENDA

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

Thursday, April 11, 2024 - 9:00 a.m.

Meeting Room 1 – Dakota County Extension and Conservation Center

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

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

#### CONSENT AGENDA

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

5. Approval of March 14, 2024 Meeting Minutes
6. Approval of April 11, 2024 Accounts Payable
7. Acceptance of the March 2024 Finance Report

#### REGULAR AGENDA

8. Authorization to Execute Contract with Grace Lutheran Church for Installation of Bioretention Basin Action
9. Authorization to Execute Contract with Thomas Irving Dodge Nature Center for Installation of Manure Management Practices Action
10. Authorization to Execute Contract with Harold Peine for Installation of Water and Sediment Control Basin Action
11. Authorization to Execute Contract with Dan Strauss for Installation of Native Prairie with Pollinator Habitat Action
12. Update on Soil Health Incentives Information
13. Authorization to Execute Joint Powers Agreement with Dakota County and the City of Mendota Heights for project implementation relating to the Interstate Valley Creek Streambank Stabilization and Stormwater Best Management Practices Project Action
14. Announcements and Reports  
Natural Resources Conservation Service  
Dakota County  
Vermillion River Watershed Joint Powers Organization  
Cannon 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

15. Upcoming Events

- April 11, 2024      Dakota County Soil and Water Conservation District Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 9:00 a.m.
- April 16, 2024      Eagan-Inver Grove Heights Watershed Management Organization Meeting  
Eagan Maintenance Facility, 3501 Coachman Point, Eagan – 5:30 p.m.
- April 17, 2024      Black Dog Watershed Management Organization Meeting  
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
- April 17, 2024      North Cannon River Watershed Management Organization Meeting  
Castle Rock Town Hall 2537 240<sup>th</sup> Street West, Farmington – 7:00 p.m.
- April 17, 2024      Lower Minnesota River Watershed District Meeting  
Chaska City Hall, Once City Hall Plaza 2<sup>nd</sup> Floor – 7:00 p.m.
- April 23, 2024      Minnesota Association of Soil and Water Conservation Districts – Metro Area Meeting  
Ramsey Co. Parks & Recreational Facility, 2015 Van Dyke St, Maplewood – 9:00 a.m.
- April 25, 2024      Vermillion River Watershed Joint Powers Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington - 1:00 p.m.
- April 25-26, 2024      Tree Sale Distribution  
Dakota County Fairgrounds
- May 8, 2024      Lower Mississippi River Watershed Management Organization Meeting  
Lilydale City Hall, 1011 Sibley Memorial Hwy, West St. Paul – 3:00 p.m.
- May 9, 2024      Dakota County Soil and Water Conservation District Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 9:00 a.m.

16. Adjourn



## MEETING MINUTES

### BOARD OF SUPERVISORS MEETING

#### DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, March 14, 2024

9:00 a.m.

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

#### Board Members Present:

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

#### SWCD Staff Present:

Brian Watson  
Pam LaValle  
Curt Coudron  
Ashley Gallagher  
Todd Matzke  
Matthew Sorvig

#### Others Present:

Brian Wisdorf, DCAO  
Dain Olson, DCAO  
Joe Atkins, Commissioner, Dakota County  
Brad Becker, Dakota County  
Nikki Stewart, Dakota County

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

Chair Chamberlain called the meeting to order at 9:00 a.m. A quorum was present.

#### 2. Pledge of Allegiance

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

Chair Chamberlain requested a moment of silence for the three first responders who recently lost their lives in Burnsville, for their families and for the community.

#### 3. Audience

Chair Chamberlain asked if there was anyone in the audience that wished to address the Board on an item that is not on the agenda. Joe Atkins, Dakota County Commissioner came forward and shared the County Board's appreciation for the SWCD's work throughout the county. Supervisor Dee inquired with Commissioner Atkins on the status of the Extension and Conservation building.

#### 4. Approval of Agenda

**24.019** Motion by Dee second by Johnson to approve the agenda. All members voting in favor. Motion carried.

#### CONSENT AGENDA

#### 5. Approval of February 8, 2024 Meeting Minutes

The February 8, 2024 meeting minutes were presented.

**6. Approval of February 8, 2024 Accounts Payable**

The February 2024 accounts payable were presented.

**7. Acceptance of the December 2023 Finance Report.**

The December Finance Report was presented.

**8. Acceptance of the January 2024 Finance Report.**

The January Finance Report was presented.

**9. Acceptance of the February 2024 Finance Report.**

The February Finance Report was presented.

**24.020** Motion by Johnson, second by Zanmiller to approve the consent agenda items. Supervisor Dee commended staff on getting the reserves within board policy guidelines. All members voting in favor. Motion carried.

**REGULAR AGENDA**

**10. Authorization to Execute Contract with Carol Leifeld for Installation of Grassed Waterway.**

Carol Leifeld is proposing to construct a grassed waterway in Hampton Township, Cannon River Watershed. Total cost of the project is estimated at \$14,200. Staff is recommending approval at 85% cost share not to exceed \$12,070. Project funds are available through our FY23 Cannon WBIF Grant.

**24.021** Motion by Johnson, second by Dee to execute contract with Carol Leifeld (24-IPP-02) not to exceed \$12,070 for installation of grassed waterway. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

**11. Authorization to Execute Contract with Strohfus Stock Farm LLC for Installation of Harvestable Cover (3-year).**

Strohfus Stock Farm LLC is proposing to plant 80 acres of harvestable cover in the City of Hastings, Vermillion River Watershed. Project funds are available through our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

**24.022** Motion by Dee, second by Johnson to execute contract with Strohfus Stock Farm LLC (24-IPP-05) not to exceed \$8,400 for establishing harvestable cover. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

**12. Appoint District 3 Board Supervisor.**

Watson reported that 4 letters of interest were received for the vacant District 3 Supervisor position. This appointment will fill the vacancy thru the end of the current term, December 31, 2024. The chosen candidate will take the oath of office before the board meeting on April 11, 2024. Supervisor Dee noted all 4 candidates were well suited and qualified for the position. District 3 is up for election for a four-year term beginning in 2025 and interested candidates should file for office between May 21 thru June 4, 2024 to be on the ballot for this election.

**24.023** Motion by Dee, second by Johnson to appoint Brian Raney from the City of Eagan to the seat of District 3 Supervisor for the remainder of the term which expires December 31, 2024. Members voting in favor: Dee, Chamberlain, Zanmiller, and Johnson. Motion carried.

**13. Authorization to Adopt Annual Report.**

Staff provided an overview of the 2023 Annual Report highlighting the work, pollutant reductions, and community engagement during 2023. The Annual Report will be sent to partners and elected officials, shared online thru our website, social media, newsletter and will be made available while tabling public events.

**24.024** Motion by Zanmiller, second by Johnson to adopt the 2023 Annual Report. All members voting in favor. Motion carried.

**14. Cannon River Watershed Joint Powers Organization 2023 Annual Report.**

The Cannon River Watershed Joint Powers Organization 2023 Annual Report was presented.

**15. Legislative Updates**

Watson reported the legislative briefing and SWCD Day at the Capitol was March 12<sup>th</sup> & 13<sup>th</sup>. The main focus for Soil and Water Conservation Districts is to increase SWCD Aid to support State ~~our~~ conservation goals and allocating funds to the Re-invest in Minnesota (RIM) program to repair aging structures on wetland restoration projects.

**16. Announcements and Reports**

**Natural Resources Conservation Service**

The Natural Resources Conservation Services (NRCS) report was submitted via email and presented to the Board. Upcoming grants include the 2024 Minnesota NRCS Grant Notice of Funding Opportunity and the Twin Cities Urban Agriculture Micro-grants. Matt Lundberg was named the new District Conservationist for the Farmington Field Office.

**Dakota County**

The Dakota County report was provided by Brad Becker. Becker reported the groundwater unit is submitting a grant to the MN Dept of Health for a Water Treatment System to provide cost share for a drinking water treatment system for those who meet the criteria. A second grant is being submitted to the Minnesota GreenCorps for a summer intern position working with chloride reduction through education and outreach. A third program they are working on is free private well testing for residents in Burnsville, Lakeville, Farmington and Apple Valley.

Becker provided an update on the Aquatic Invasive Species Program, City of Randolph wastewater treatment facility and Byllesby Dam project.

Dain Olson introduced Brian Wisdorf, County Attorney who will be working with the SWCD going forward.

**Cannon River Watershed Joint Powers Board**

No report provided.

**Vermillion River Watershed Joint Powers Organization**

No report provided. The next meeting will be held March 20<sup>th</sup> at Western Service Center at 12:00.

**Metropolitan Conservation Districts Joint Power Board**

The Metropolitan Conservation Districts Joint Power Board report was provided by Laura Zanmiller. Zanmiller reported the meeting on 2/28/2024 included the election of officers, updates on the Childrens Water Festival and the Metro Area Envirothon. Due to the increase in interest earnings, dues were reduced and each member can consider donating a portion of those dues savings to the Metro Area Envirothon. For future meetings, attendees can choose to be in person or attend virtually as long as they follow the open meeting law guidelines. Staff will be working on virtual meeting guidelines.

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

The Minnesota Association of Soil and Water Conservation District report was provided by Laura Zanmiller. Zanmiller reported the next Area 4 meeting will be March 26<sup>th</sup> at the Ramsey County Public Works building. Peter Boulay, State Climatologist with the MN DNR will be the guest speaker.

**District Managers Report**

Watson reported a 6-month certificate of deposit in the amount of \$250,000 was recently purchased. The vacancy announcement has been posted for the Administrative Specialists position as Diane Schmidtke will be retiring May 24, 2024. Watson submitted to the Board his letter of resignation and plan to retire from the SWCD after 30 years of service; his last day will be June 14, 2024.

**Board of Supervisors Announcements**

Supervisor Dee thanked Ashley Gallagher for her participation in the program on February 27<sup>th</sup> for Women Landowners Workshop.

**17. Upcoming Events**

The upcoming events were reviewed.

**18. Adjourn**

**24.025** Motion by Zanmiller, second by Johnson to adjourn. Motion carried.

The meeting was adjourned at 10:25 a.m.

Respectfully submitted,

Bruce Johnson  
Secretary

**Dakota County SWCD  
Balance Sheet  
March 2024**

7.0 March 2024 Finance Report

<b>ASSETS:</b>		
Checking , Savings, CD	\$ 1,832,794.13	
<b>Total Cash:</b>		\$ 1,832,794.13
 <b>Accounts Receivable:</b>		
BWSR	\$ 24,871.86	
Dakota County Parks	\$ 6,437.35	
Met Council	\$ 735.49	
<b>Total Accounts Receivable:</b>		\$ 32,044.70
 Prepaid Items		\$ -
 <b>TOTAL ASSETS:</b>		<b>\$ 1,864,838.83</b>

**LIABILITIES AND EQUITY:**

**Current Liabilities**

Payroll Liabilities	\$ -	
Sales Tax Payable	\$ 1,105.27	
		\$ 1,105.27

**Unearned Revenue:**

MN State Aid	\$ 167,954.87	
Buffer Law Funds 2023	\$ 10,361.00	
Buffer Law Funds 2024	\$ 20,000.00	
Conservation Contracts 2024	\$ 24,843.00	
Conservation Contracts 2025	\$ 24,843.00	
Conservation Delivery 2023	\$ 11,891.51	
Conservation Delivery 2024	\$ 21,240.00	
Conservation Delivery 2025	\$ 21,240.00	
IVC Streambank Stabilization	\$ 292,500.00	
Soil Health Care FY23	\$ 12,917.50	
DC Drinking Water PP 2022	\$ 58,621.02	
State Cost Share 2023	\$ 22,054.00	
WBIF 2022 Cannon River	\$ 119,608.77	
WBIF 2021 Miss River East	\$ 520.00	
WBIF 2023 Vermillion River	\$ 35,507.00	
WBF 2022 Black Dog	\$ 24,716.00	
WBF 2022 Eagan-IGH	\$ 37,421.00	
DC Natural Resources Block Grant	\$ 55,921.50	
DC Operating Allocation	\$ 285,976.52	
Total Unearned Revenue		\$ 1,248,136.69

**Total Liabilities:**

**\$ 1,249,241.96**

Fund Balance Beginning of Year		\$ 846,126.15
YTD Net Income/loss		\$ (230,529.28)
Fund Balance End of Current Period		\$ 615,596.87

**TOTAL LIABILITIES AND EQUITY:**

**\$ 1,864,838.83**

**Dakota County SWCD  
Income and Expense Summary  
March 2024**

	Current Month	Year to Date
<b>Income</b>		
County Revenues	\$ 31,775.16	\$ 95,325.48
State Revenues	\$ 250.00	\$ 33,151.20
Local Revenues	\$ -	\$ -
Interest Earnings	\$ 4,561.71	\$ 4,837.38
Charges for Services	\$ 4,186.11	\$ 5,611.11
Tree Program Revenues	\$ 1,925.00	\$ 34,931.39
<b>Total Income</b>	<b>\$ 42,697.98</b>	<b>\$ 173,856.56</b>
<b>Expense</b>		
County Expenses	\$ 28.95	\$ 6,657.33
State Expenses	\$ 95.93	\$ 33,168.91
Local Expenses	\$ 1,059.02	\$ 31,358.43
Operating Expenses	\$ 1,612.50	\$ 17,090.81
Payroll/Personnel Expenses	\$ 108,738.49	\$ 315,144.55
Project Expenses	\$ 237.89	\$ 237.89
Tree Program Expenses	\$ -	\$ 727.92
<b>Total Expense</b>	<b>\$ 111,772.78</b>	<b>\$ 404,385.84</b>
		-
<b>Net Income</b>	<b>\$ (69,074.80)</b>	<b>\$ (230,529.28)</b>



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

N/A

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Meeting Date: 4/11/2024

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Grace Lutheran Church not to exceed \$9,520 for the installation of a bioretention basin (raingarden).

**SUMMARY:**

Grace Lutheran Church is proposing to construct a bioretention basin (raingarden) in Apple Valley, Minnesota River Watershed. A Minnesota Water Steward is leading the effort for her capstone project. The basin will capture stormwater runoff from the church roof and infiltrate the runoff in the raingarden. The project is very visible along main roads near an existing church sign and will be constructed primarily with volunteer labor.

Total cost of the project is estimated at \$11,200. Staff is recommending approval at up to 85% cost share not to exceed \$9,520.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through our FY23 Black Dog Watershed Based Implementation Grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP).

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**Supporting Documents:**

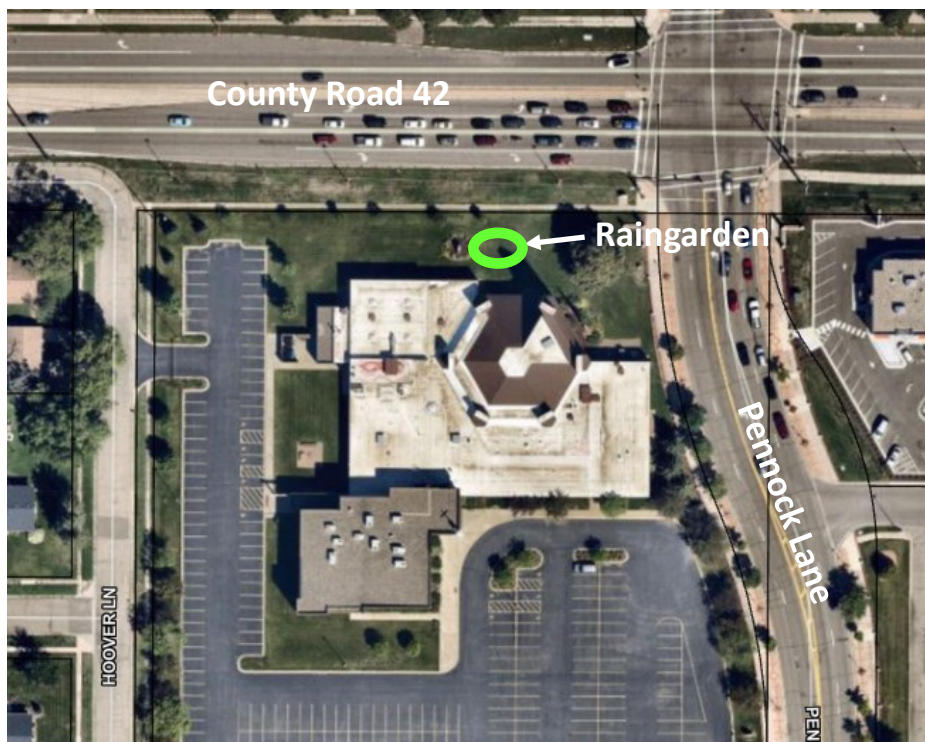
24-CIF-01 Grace Lutheran Church Raingarden Factsheet

**Previous Board Action:**

None



# GRACE LUTHERAN CHURCH RAINGARDEN



### PRACTICE:

- Bioretention Basin (Raingarden)

### BENEFITS:

- 91 lbs. of sediment per year prevented from traveling downstream
- 0.2 lbs. of phosphorous per year prevented from traveling downstream
- 13,600 cubic feet per year reduction in stormwater runoff from site

### PARTNERS:

- Dakota County
- Minnesota Water Stewards
- Minnesota Board of Water and Soil Resources

### WATERSHED:

- Minnesota River

### RECEIVING WATERS:

- Keller Lake

### INSTALLATION:

- Spring 2024

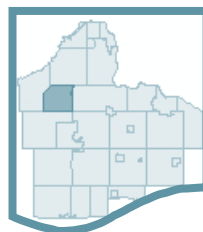
**PROJECT:** A raingarden will be constructed at Grace Lutheran Church in Apple Valley. A MN Water Steward is leading the effort for her capstone project. The raingarden will capture and infiltrate stormwater runoff from the roof.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$11,200</b>
	<b>Cost Share Amount:</b>	<b>\$9,520</b>
	<b>Landowner Amount</b>	<b>\$1,680</b>



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

**LOCATION:**  
Apple Valley, MN



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/11/2024

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Thomas Irving Dodge Nature Center not to exceed \$12,325 for the installation of manure management practices.

**SUMMARY:**

Thomas Irving Dodge Nature Center (commonly known as Dodge Nature Center) is proposing to construct a 500 square foot concrete pad adjacent to an existing covered manure storage building in West Saint Paul, Mississippi River watershed.

The concrete pad will improve manure handling, limit erosion caused by equipment operation, and help reduce risk of excess nutrients infiltrating to groundwater. The project will also include some land grading to better direct potential runoff away from wetlands and towards an existing field.

Total cost of the project is estimated at \$14,500. Staff is recommending approval at 85% cost share not to exceed \$12,325.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through FY23 State Cost Share Grant and the Dakota County Capital Improvement Program (CIP).

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**Supporting Documents:**

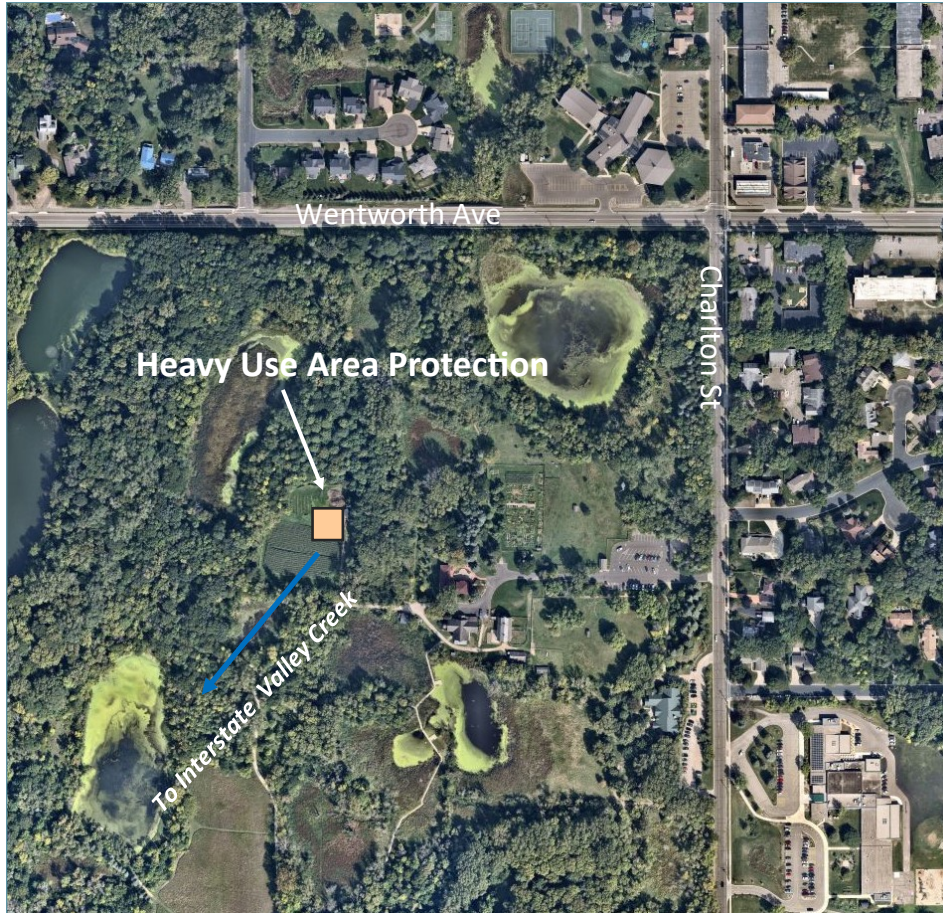
24-IPP-01 Dodge Nature Center Factsheet

**Previous Board Action:**

None



# THOMAS IRVINE DODGE NATURE CENTER MANURE MANAGEMENT



## PRACTICE:

- Heavy Use Area Protection

## BENEFITS:

- Reduced soil erosion
- Excess nutrients prevented from traveling downstream

## PARTNERS:

- Dakota County
- USDA - Natural Resources Conservation Service

## WATERSHED:

- Mississippi River

## RECEIVING WATERS:

- Interstate Valley Creek

## INSTALLATION:

- Summer 2024

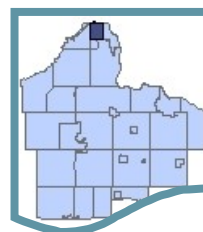
**PROJECT:** A 500 square foot concrete pad will be constructed adjacent to an existing covered manure storage building. The pad will improve manure handling, limit erosion caused by equipment operation, and help reduce risk of excess nutrients infiltrating to ground water. The project will also include grading to direct any potential runoff away from wetlands and towards a crop field.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$14,500</b>
	<b>Cost Share Amount:</b>	<b>\$12,325</b>
	<b>Landowner Amount</b>	<b>\$2,175</b>



## LOCATION:

West St. Paul



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/11/2024

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Harold Peine not to exceed \$7,480 for installation of a water and sediment control basin.

**SUMMARY:**

Harold (Nick) Peine is proposing to construct a water and sediment control basin in Hampton Township, Vermillion River Watershed. The project is being constructed in cooperation with the landowner, Ryan Finnegan. Surface water runoff is causing a gully to form in the field. The water and sediment control basin will capture runoff and slowly release it through an underground outlet to reduce future erosion.

Total cost of the project is estimated at \$8,800. Staff is recommending approval at 85% cost share not to exceed \$7,480.

**EXPLANATION OF FISCAL/FTE IMPACT:**

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

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**Supporting Documents:**

24-IPP-03 Peine, Harold (Nick) WASCB Factsheet

**Previous Board Action:**

None

# 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 Vermillion River

### INSTALLATION:

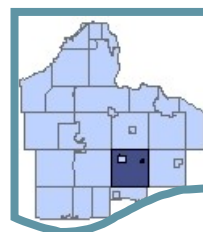
- 2024

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

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$8,800</b>
	<b>Cost Share Amount:</b>	<b>\$7,480</b>
	<b>Landowner Amount</b>	<b>\$1,320</b>



**LOCATION:**  
Hampton Township



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 4/11/2024

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Daniel Strauss not to exceed \$5,610 for the installation of native prairie with pollinator habitat.

**SUMMARY:**

Daniel Strauss is proposing to install a 2.5-acre native prairie with pollinator habitat in Hampton township, Cannon River Watershed. Cultivated field will be replaced with native prairie plants. The project will improve infiltration, protect water quality, and provide pollinator habitat.

The total eligible costs of the project are estimated at \$6,600. Projects that install native prairie vegetation with pollinator habitat are eligible for cost share up 85% with a limit of \$4,000 per acre. Staff is recommending approval at 85% cost share not to exceed \$5,610.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through our FY22 Drinking Water Protection Grant and the Dakota County Capital Improvement Program (CIP).

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**Supporting Documents:**

24-IPP-29 Strauss, Dan NPR Factsheet

**Previous Board Action:**

None



# DAN STRAUSS

# NATIVE PRAIRIE RESTORATION



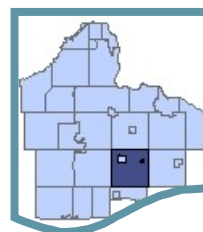
**PROJECT:** 2.5 acres of agricultural field will be restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion, and provide wildlife habitat, particularly for pollinators.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$6,600</b>
	<b>Cost Share Amount:</b>	<b>\$5,610</b>
	<b>Landowner Amount</b>	<b>\$1,140</b>



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

**LOCATION:**  
Hampton Township



## PRACTICE:

- Restoration of Rare and Declining Native Plant Communities

## BENEFITS:

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

## PARTNERS:

- Dakota County
- Minnesota Board of Water and Soil Resources

## WATERSHED:

- Cannon River

## RECEIVING WATERS:

- Pine Creek

## INSTALLATION:

- Spring 2024



**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

N/A

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Meeting Date: 4/11/2024

Prepared by: Joe Barten

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a Joint Powers Agreement with Dakota County and the City of Mendota Heights for project implementation relating to the Interstate Valley Creek Streambank Stabilization and Stormwater Best Management Practices Project.

**SUMMARY:**

The SWCD secured a competitive FY24 Clean Water Fund grant through the Minnesota Board of Water and Soil Resources (BWSR) to construct three stormwater management projects and three streambank stabilization projects along Interstate Valley Creek in Mendota Heights. Due to timing and construction site constraints, it is necessary to combine the design and implementation of these six projects with the planned completion of the River to River Greenway Project through Valley Park in Mendota Heights.

Through the Dakota County Attorney's Office, staff drafted and presented a Joint Powers Agreement to Dakota County and City partners which outlines the parameters for coordination of this cooperative project. Dakota County and the City of Mendota Heights will lead the design and construction of the projects with input from SWCD staff. The SWCD will be responsible for grant coordination and management and will provide input on all aspects of the grant funded portions of the project. The City of Mendota Heights and Dakota County will be responsible for providing required grant match funds and will be responsible for long term maintenance of the completed projects.

The JPA has been reviewed and approved by the City of Mendota Heights and Dakota County staff and attorneys. The term of the agreement will be from the date all signatures are secured to December 31, 2028.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Staff time towards this project will be billed to the BWSR grant and included into staff work plans for 2024, 2025, and 2026.

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**Supporting Documents:**

Interstate Valley Creek Joint Powers Agreement

**Previous Board Action:**

23.067 - Authorization to submit FY24 Clean Water Fund grant application and execute grant agreement if awarded.

**JOINT POWERS AGREEMENT BETWEEN  
DAKOTA COUNTY, THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT,  
AND THE CITY OF MENDOTA HEIGHTS  
FOR THE INTERSTATE VALLEY CREEK STREAMBANK STABILIZATION  
AND STORMWATER BMP PROJECT**

**PARTIES**

The Parties to this Agreement are Dakota County (County), the City of Mendota Heights (City), and the Dakota County Soil and Water Conservation District (SWCD), collectively referred to as “the Parties”.

**RECITALS**

Under Minn. Stat. § 471.59 the Parties are empowered to engage in such agreements as are necessary to exercise their powers. The County, City, and SWCD are political subdivisions of the State of Minnesota.

The City owns and operates Valley Park (Park) located in the City of Mendota Heights, Minnesota, and the Park surrounds its primary natural feature, Interstate Valley Creek (IVC or stream). The stream is not a Minnesota Department of Natural Resources (MnDNR) protected water, but it is a significant and important regional resource and amenity. Developed areas have drained directly to the stream without ponding or treatment since approximately the 1950s. Site maps for the overall project area, as well as for individual projects depicting the stream, the Park boundaries, and the project areas can be found as Exhibit 1.

The City and Lower Mississippi River Watershed Management Organization (WMO) completed a study of the watershed and stream in 2023 to determine the extent and impact of urban stormwater and erosion on IVC water quality and subsequent water quality impacts to the downstream Mississippi River. The study identified and prioritized multiple streambank stabilization projects and stormwater best management practices to implement and improve stream water quality. Six of those projects (three stormwater management projects and three streambank stabilization projects) were further prioritized and are planned for implementation. Due to timing and construction site constraints, it is necessary to merge the design and implementation of those six projects with the planned completion of the River to River Greenway Project (Greenway Project) through Valley Park, to be implemented by Dakota County and the City.

The SWCD has and applied for and received Fiscal Year (FY) 2024 Clean Water Fund (CWF) grant funds through the MN Board of Water & Soil Resources (BWSR) to construct the six projects near IVC. The “FY 2024 Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project” (IVC Project) Grant Agreement and Work Plan are incorporated into this Agreement and attached hereto as Exhibit 2.

The Greenway Project will be funded by Dakota County and the City, and any other grant funds they obtain outside this agreement and in a manner agreed to by them outside this agreement. The SWCD will have no funding responsibility in the Greenway Project.

**PURPOSE**

The purpose of this Agreement is to provide a method for the Parties to undertake implementation of the six projects identified in the IVC Project in conjunction with the Greenway Project through Valley Park. See Exhibit 1 for information on the six projects to be completed.

**AGREEMENT**

**1. Term of Agreement**

- 1.1 Effective Date: March 15, 2024, or the date all required signatures, whichever is later are obtained.
- 1.2 Expiration Date: December 31, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement: 3.4 Long-Term Maintenance; 8 Liability; 9 Audits; 10 Government Data Practices; 11 Governing Law Jurisdiction and Venue.

## 2. Right of Entry

- 2.1 The Parties hereby grant to each other and the employees, agents, and contractors of each other, access to the property and facilities for the purpose of site visits, surveys, and examination of project locations, meetings with consultants or contractors, construction staking, and monitoring of the construction of the IVC Projects at Valley Park and Greenway Project.
- 2.2 The Parties hereby grant to each other and to the employees, agents, and contractors of each of the Parties, access to the property/facilities for the purpose of installing the IVC Projects and Greenway Project.

## 3. Agreement Among the Parties

- 3.1 The County will be responsible for administration of all contracts, permitting, and project management tasks associated with completing the Greenway Project and IVC Project. The County or City must seek input from all other Parties all contracts related to the IVC Project. The County must also obtain the written approval of the SWCD and City before awarding a contract.
- 3.2 The County will hire any necessary agents and contractors to design and construct the Greenway Project and IVC Project. The County or City must seek input from all other Parties on all contracts and construction plan approvals from initial design, through design development, and through final construction and bid document creation, and approval of the bid.
- 3.3 The SWCD will be responsible for the BWSR CWF Grant administration including reporting, reimbursement requests, work plan changes, extensions, and any other tasks associated with the grant funding. Any amendments to the Grant work plan, activities, or budgets shall be done by the SWCD in coordination with the Parties and only as necessary and appropriate to maximize use of the Grant funds.
- 3.4 The City and County will share responsibility of the the long-term maintenance of the projects. The City and County will share long-term responsibility of the vegetative maintenance of the streambank stabilization projects and stormwater BMPs. The City will be responsible for any structural maintenance or repair of the streambank stabilization projects and stormwater BMPs. The City and County agree to enter into a separate agreement for no less than a period of 25 years after installation is completed which outlines the specific vegetative and structural maintenance responsibilities of the IVC project with the SWCD prior to the final CWF Grant reimbursement and prior to project closeout.
- 3.5 The existing agreement between the County and the City ~~executed on XXXX date~~ for vegetative maintenance in Valley Park within 100' of the centerline of the new Greenway, outlined within Dakota County Contract Number DCA21293, remains in effect. Vegetative maintenance performed by the County for the streambank stabilization projects and stormwater BMPs within this 200' wide corridor will be performed per that agreement. Vegetative maintenance of streambank restoration projects and stormwater BMPs outside this corridor will be the responsibility of the City. The City will hold financial assurances totaling 20% of the installation cost of the streambank stabilization projects for repairs or maintenance.
- 3.6 The Parties will conduct regular meetings (Project Management Team Meetings) with the Authorized Representatives, as well as other key staff and personnel, necessary to design and install the Projects.
- 3.7 The Parties will ensure the IVC Project meets all necessary BWSR Grant Administration Manual requirements for conservation practice design, installation, and reporting. This includes the Parties providing upon request any related project information necessary for grant reporting.
- 3.8 The Parties will coordinate associated public meetings and public outreach tasks necessary to ensure residents, patrons, stakeholders are properly informed.

3.9 This Agreement does not create a separate joint powers organization.

#### **4. Funding**

4.1 The County and City will pay the entire cost of the Greenway Project with their funds and/or outside grant funds in an amount determined outside this agreement.

4.2 The Parties agree to provide funding towards completion of the Project in the amounts that follow.

4.2.1 The estimated cost for administration and project development for the IVC Project is \$45,000.

4.2.2 Administration and project development costs will be covered by \$35,000 from the CWF Grant and \$10,000 from the WMO in matching funds.

4.2.3 The estimated cost for engineering and construction of the IVC Project is \$700,000.

4.2.4 Engineering and construction costs will be covered by \$550,000 from the CWF Grant, \$50,000 from the County in matching funds, and \$100,000 from the City in matching funds.

4.2.5 The City and County also agree to split the costs of any overages in engineering and construction costs for the IVC Project that are necessary to complete the six identified projects and fulfill the CWF Grant requirements.

4.2.6 The SWCD agrees to pay for any overages in SWCD staff time to administer and manage the CWF Grant.

4.2.7 The SWCD is not responsible for any overages in IVC Project costs besides their own staff time.

4.2.8 Should there be any overages in IVC Project costs above the estimates, the County and City agree to complete the projects that fulfill the CWF grant requirements and split the remaining costs 50/50.

4.3 Any changes, variations, modifications, or change orders related to the completion of any project of this Agreement, shall only be valid when they have been reduced to writing and approved by the County's Authorized Representative or their successor.

#### **5. Funding Payment**

5.1 The County will administer the contract and act as the paying agent for all contracts for the project. Any invoices for payment received by the Parties for engineering and design work or construction of the IVC Project shall be shared with all Parties when they are received, for Grant reporting purposes. Payments to consultants and contractors will be made as work progresses.

5.2 Itemized claims for payment (Reimbursement Requests) shall be made quarterly or at major project milestones, as agreed upon by the Authorized Representatives. Upon presentation of a Reimbursement Request by one Party to another, the receiving Party shall reimburse the invoicing Party for its share of the costs incurred under this agreement within 60 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving Party, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work.

5.3 County and City staff time for the IVC Project is not considered reimbursable.

## 6. Authorized Representatives

- a. The County's Authorized Representative is Tony Wotzka  
Telephone: (952) 891-7966  
Email: [Tony.Wotzka@co.dakota.mn.us](mailto:Tony.Wotzka@co.dakota.mn.us)
- b. The City's Authorized Representative is Ryan Ruzek  
Telephone: (651) 255-1152  
Email: [RRuzek@mendotaheightsmn.gov](mailto:RRuzek@mendotaheightsmn.gov)
- c. The SWCD's Authorized Representative is Joe Barten  
Telephone: (651) 480-7784  
Email: [joe.barten@co.dakota.mn.us](mailto:joe.barten@co.dakota.mn.us)

## 7. Assignment, Amendments, Waiver and Contract Complete

- 7.1 Assignment. No Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other two Parties approved by the same individuals who executed and approved this Agreement, or their successors in office.
- 7.2 Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver. If the any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or that Party's right to enforce it.
- 7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the County, City, and SWCD. No other understanding regarding this Agreement, whether in written or oral form, may be used to bind any Party.

## 8. Liability

8.1. Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other part's actions and consequences of those actions. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the Parties' liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provision of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits government liability. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.

8.2. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

## 9. Audits

The Parties shall retain receipts for and maintain detailed records of all expenses related to this Agreement. When requested by the BSWR, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 10. Government Data Practices

The Parties must comply with the Minnesota Government Data Practices Act, Minn.Stat. Ch. 13, as it applies to all data provided under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by any of the Parties.

## 11. Governing Law, Jurisdiction, and Venue

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

## 12. Termination

- 12.1 **Termination for Insufficient Funding by County.** The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the City and SWCD. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.
- 12.2 **Termination for Insufficient Funding by SWCD.** The SWCD may immediately terminate this Agreement if it does not obtain CWF funding from the BWSR or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the City and County.
- 12.3 **Termination for Insufficient Funding by City.** The City may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the County and SWCD. The City is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The City will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.

## 13. 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. Any modification to this Agreement shall be binding only if evidenced in writing signed by all Parties.

## 14. 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.

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

**DAKOTA COUNTY**

By: \_\_\_\_\_

Georg Fisher, Physical Development Director

Date of Signature: \_\_\_\_\_

**DAKOTA COUNTY SWCD**

By: \_\_\_\_\_

Kevin Chamberlain, Chair

Date of Signature: \_\_\_\_\_

**CITY OF MENDOTA HEIGHTS**

By: \_\_\_\_\_

Stephanie Levine, Mayor

Date of Signature: \_\_\_\_\_

By: \_\_\_\_\_

Nancy Bauer, City Clerk

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

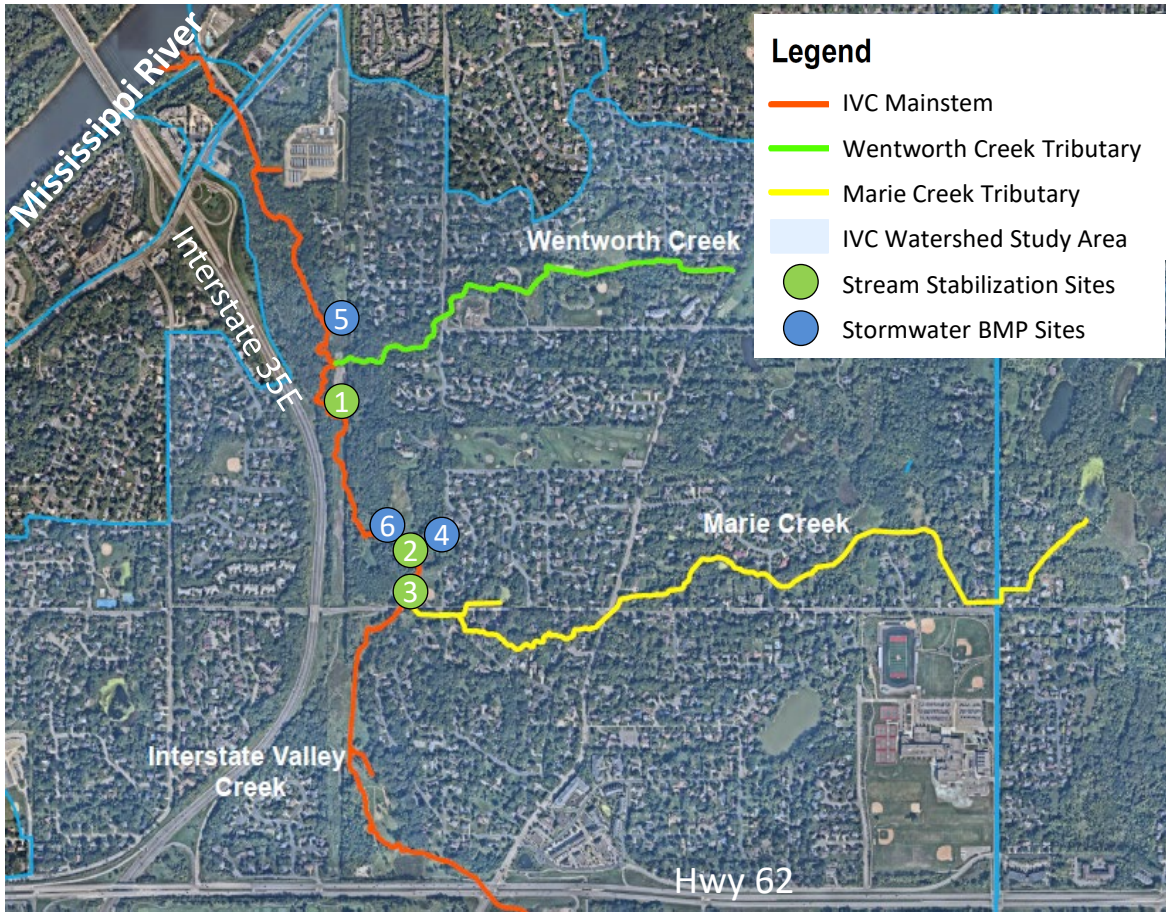
Assistant Dakota County Attorney    Date  
KS-24-60

# EXHIBIT 1



# Exhibit 1

## Interstate Valley Creek (IVC) Prioritized Stabilization & Stormwater BMP Projects



### Interstate Valley Creek Prioritized Stabilization Project Pollutant Reductions

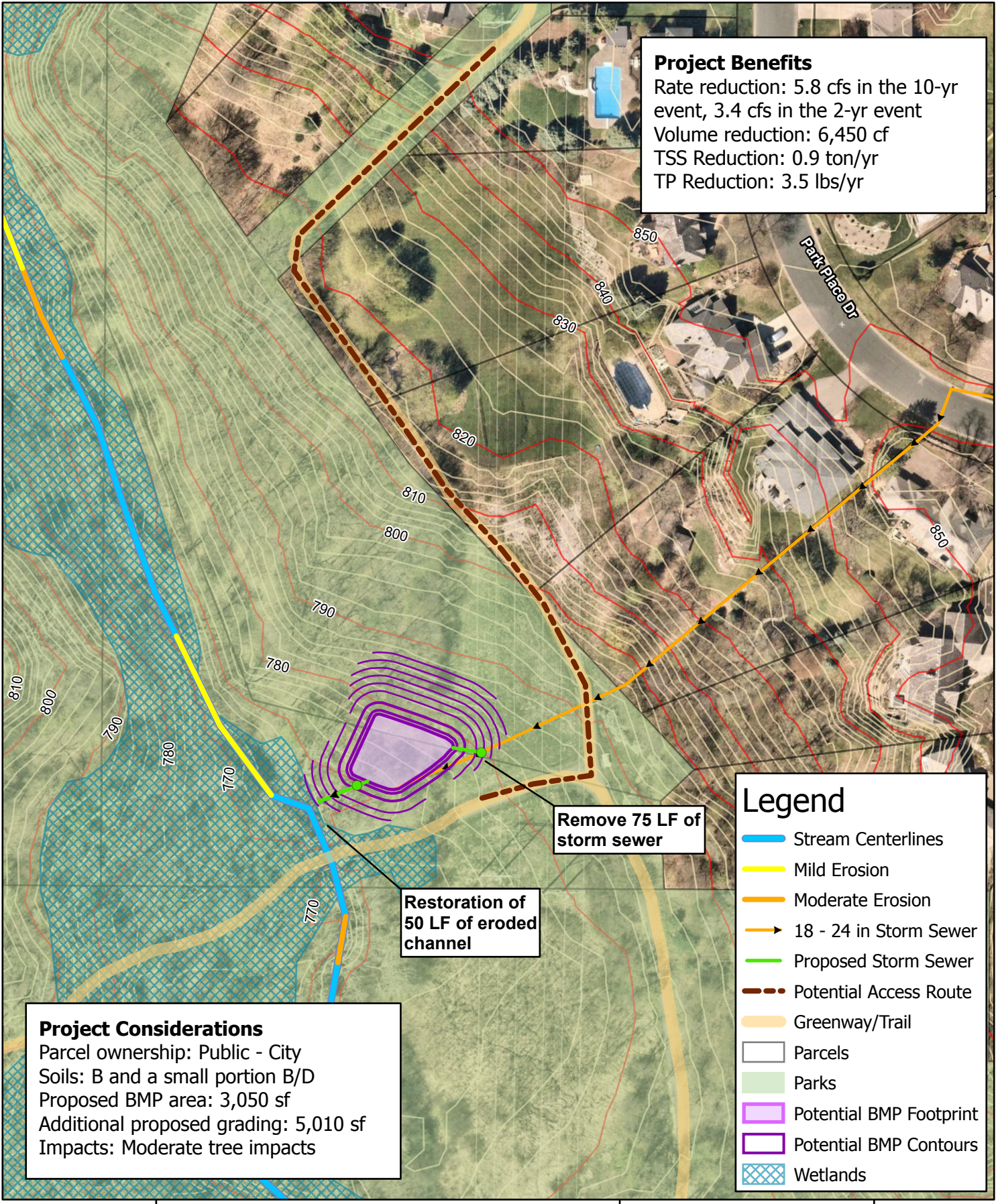
Map #	Location	TSS Reduction (ton/yr)	TP Reduction (lbs/yr)
1	Valley Park RTR to Wentworth - Streambank Stabilization	158.7	135.0
2	Valley Park Wetland – Streambank Stabilization	74.9	85.2
3	Valley Park Playground – Streambank Stabilization	48.3	41.1

### Interstate Valley Creek Prioritized BMP Project Pollutant Reductions

Map #	Location	Rate Reduction (CFS - 2 yr)	Rate Reduction (CFS - 10 yr)	TSS Reduction (ton/yr)	TP Reduction (lbs/yr)
4	Valley Park Wetland - Infiltration Basin	10.9	12.6	1.2	4.7
5	Park Place - Filtration Basin	3.4	5.7	0.9	3.5
6	Valley Park Wetland – Weir Installation	10.4	12.4	0.2	0.8

\*See the following pages for additional detail on the six individual projects. Final implementation may not be exactly as described in the following pages and will be finalized during project design.

**Project Benefits**  
Rate reduction: 5.8 cfs in the 10-yr event, 3.4 cfs in the 2-yr event  
Volume reduction: 6,450 cf  
TSS Reduction: 0.9 ton/yr  
TP Reduction: 3.5 lbs/yr



**Project Considerations**  
Parcel ownership: Public - City  
Soils: B and a small portion B/D  
Proposed BMP area: 3,050 sf  
Additional proposed grading: 5,010 sf  
Impacts: Moderate tree impacts

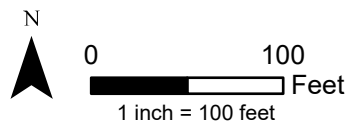
Remove 75 LF of storm sewer

Restoration of 50 LF of eroded channel

- Legend**
- Stream Centerlines
  - Mild Erosion
  - Moderate Erosion
  - 18 - 24 in Storm Sewer
  - Proposed Storm Sewer
  - Potential Access Route
  - Greenway/Trail
  - Parcels
  - Parks
  - Potential BMP Footprint
  - Potential BMP Contours
  - Wetlands



**Figure A.3 - Park Place Filtration Basin**  
Interstate Valley Creek Study  
Lower Mississippi River Watershed Management Organization



Access to this site will be from east, across utility corridor. No access permitted from 35E














**Project Benefits**  
TSS Reduction: 158.7 ton/yr  
TP Reduction: 135 lbs/yr

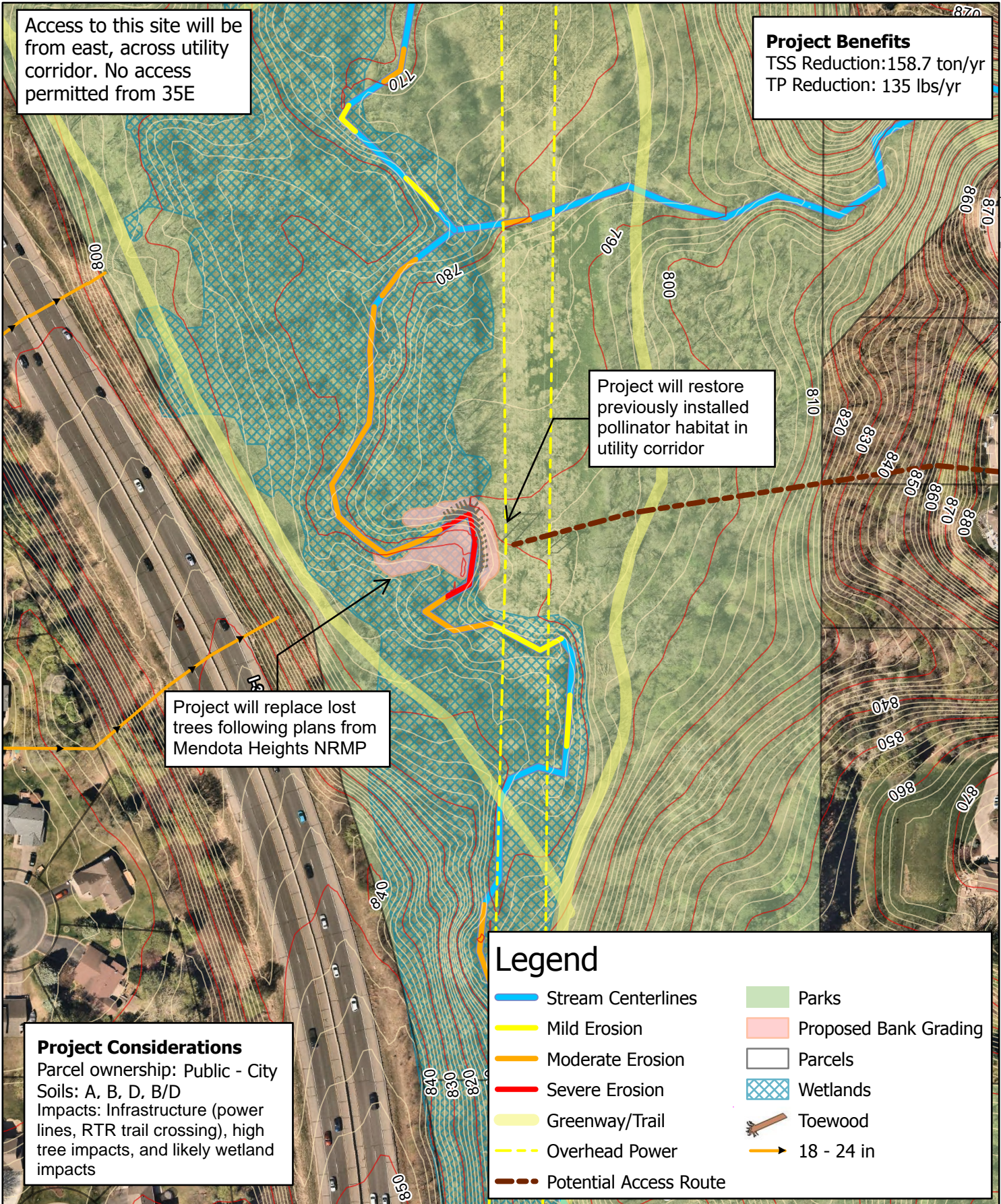
Project will restore previously installed pollinator habitat in utility corridor

Project will replace lost trees following plans from Mendota Heights NRMP

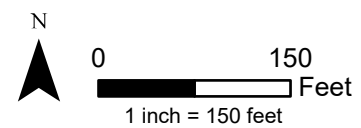
**Project Considerations**  
Parcel ownership: Public - City  
Soils: A, B, D, B/D  
Impacts: Infrastructure (power lines, RTR trail crossing), high tree impacts, and likely wetland impacts

**Legend**

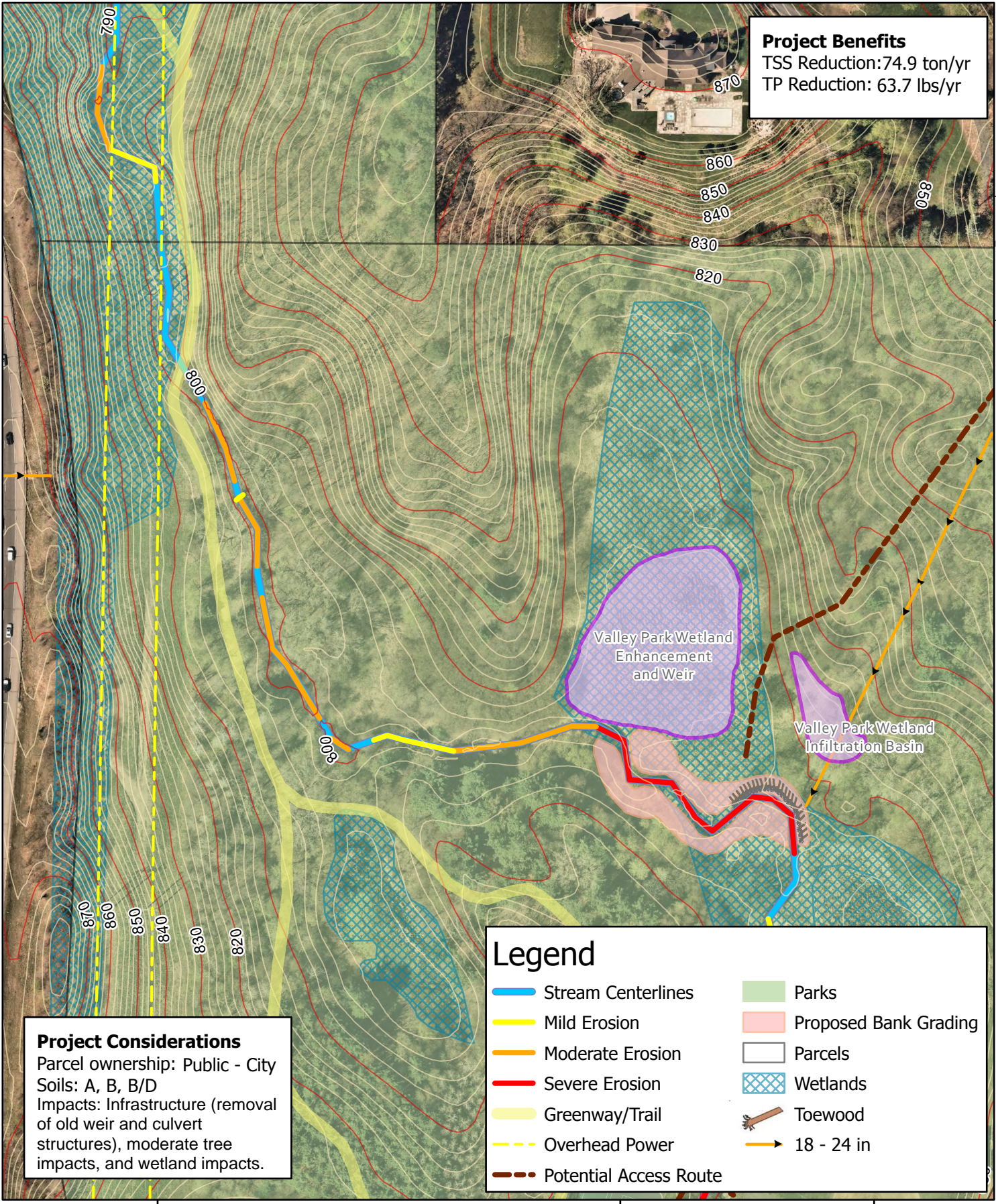
 Stream Centerlines	 Parks
 Mild Erosion	 Proposed Bank Grading
 Moderate Erosion	 Parcels
 Severe Erosion	 Wetlands
 Greenway/Trail	 Toewood
 Overhead Power	 18 - 24 in
 Potential Access Route	



**Figure B.1 - Valley Park RTR to Wentworth**  
Interstate Valley Creek Study  
Lower Mississippi River Watershed Management Organization



**Project Benefits**  
TSS Reduction: 74.9 ton/yr  
TP Reduction: 63.7 lbs/yr



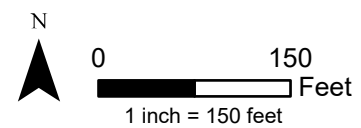
**Project Considerations**  
 Parcel ownership: Public - City  
 Soils: A, B, B/D  
 Impacts: Infrastructure (removal of old weir and culvert structures), moderate tree impacts, and wetland impacts.

**Legend**

Stream Centerlines	Parks
Mild Erosion	Proposed Bank Grading
Moderate Erosion	Parcels
Severe Erosion	Wetlands
Greenway/Trail	Toewood
Overhead Power	18 - 24 in
Potential Access Route	

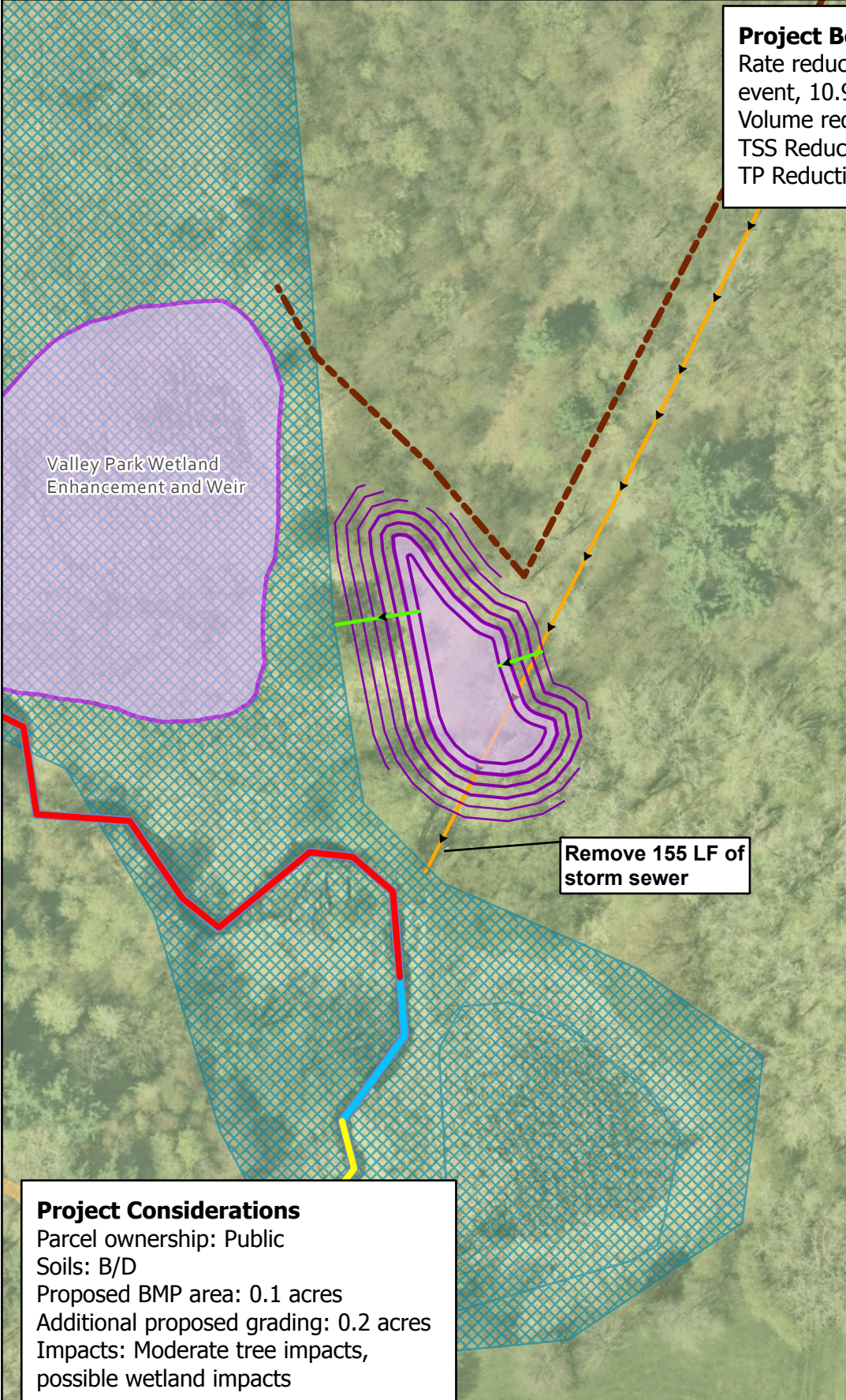


**Figure B.2 - Valley Park Wetland**  
 Interstate Valley Creek Study  
 Lower Mississippi River Watershed Management Organization



**Project Benefits**

Rate reduction: 12.6 cfs in the 10-yr event, 10.9 cfs in the 2-yr event  
 Volume reduction: 8,720 cf  
 TSS Reduction: 1.2 ton/yr  
 TP Reduction: 4.7 lbs/yr



**Legend**

- Stream Centerlines
- Mild Erosion
- Moderate Erosion
- Severe Erosion
- 12 - 15 in Storm Sewer
- 18 - 24 in Storm Sewer
- Proposed Storm Sewer
- - - Potential Access Route
- Greenway/Trail
- Parcels
- Potential BMP Footprint
- Potential BMP Contours
- Wetlands

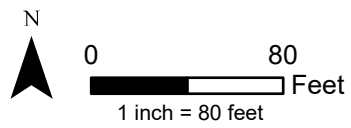
**Project Considerations**

Parcel ownership: Public  
 Soils: B/D  
 Proposed BMP area: 0.1 acres  
 Additional proposed grading: 0.2 acres  
 Impacts: Moderate tree impacts, possible wetland impacts

Remove 155 LF of storm sewer



**Figure B.3 - Valley Park Wetland Infiltration Basin**  
 Interstate Valley Creek Study  
 Lower Mississippi River Watershed Management Organization

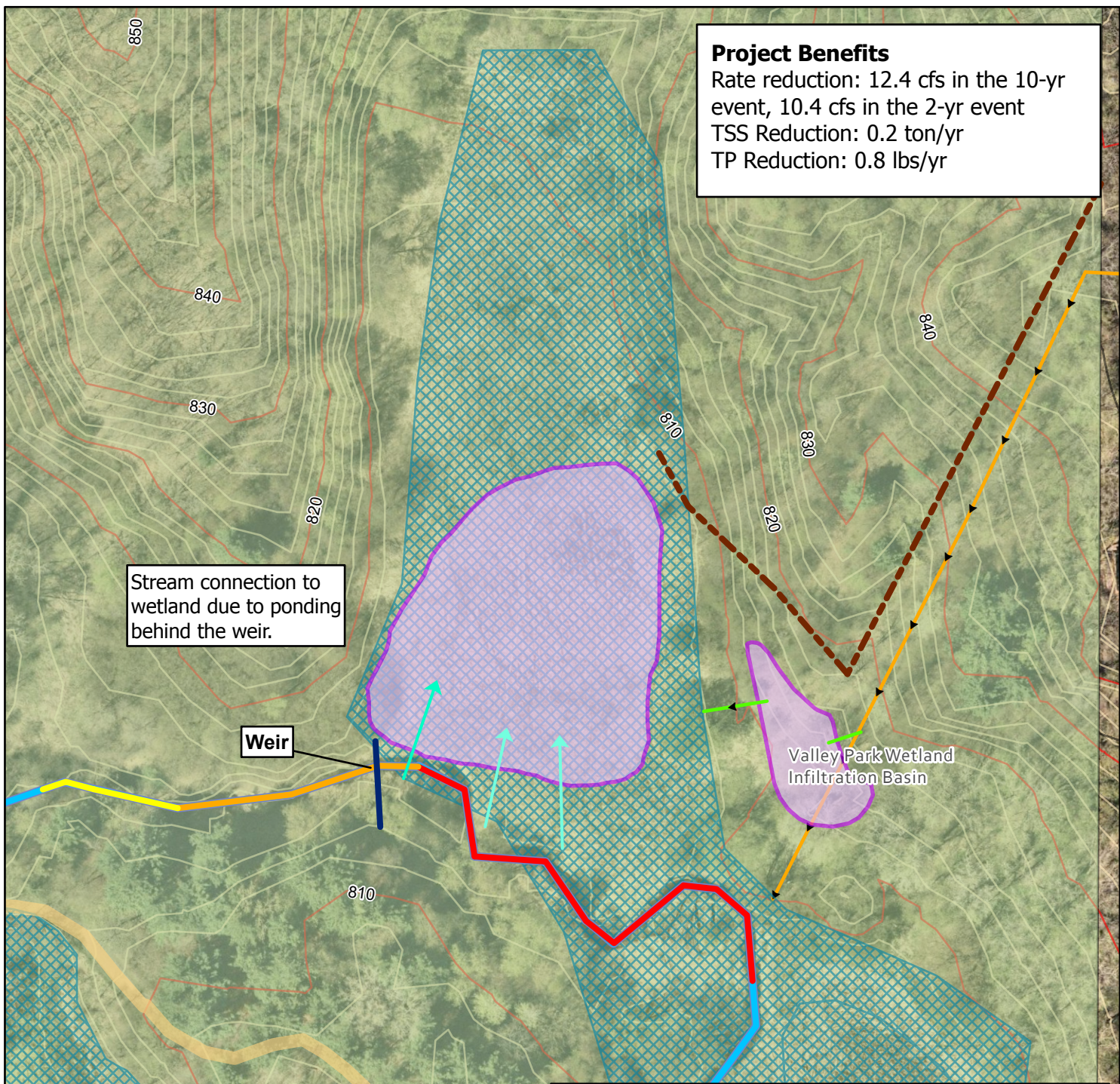


**Project Benefits**  
Rate reduction: 12.4 cfs in the 10-yr event, 10.4 cfs in the 2-yr event  
TSS Reduction: 0.2 ton/yr  
TP Reduction: 0.8 lbs/yr

Stream connection to wetland due to ponding behind the weir.

Weir

Valley Park Wetland Infiltration Basin



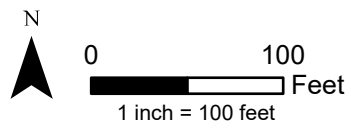
**Project Considerations**  
Parcel ownership: Public  
Soils: B/D  
Proposed BMP Area: 0.8 acres  
Impacts: Low tree impacts, wetland impacts

**Legend**

- 18 - 24 in Storm Sewer
- Proposed Storm Sewer
- Stream Centerlines
- Mild Erosion
- Moderate Erosion
- Severe Erosion
- Potential Access Route
- Greenway/Trail
- Parks
- Parcels
- Potential BMP Footprint
- Wetlands



**Figure B.4 - Valley Park Wetland Enhancement and Weir**  
Interstate Valley Creek Study  
Lower Mississippi River Watershed Management Organization



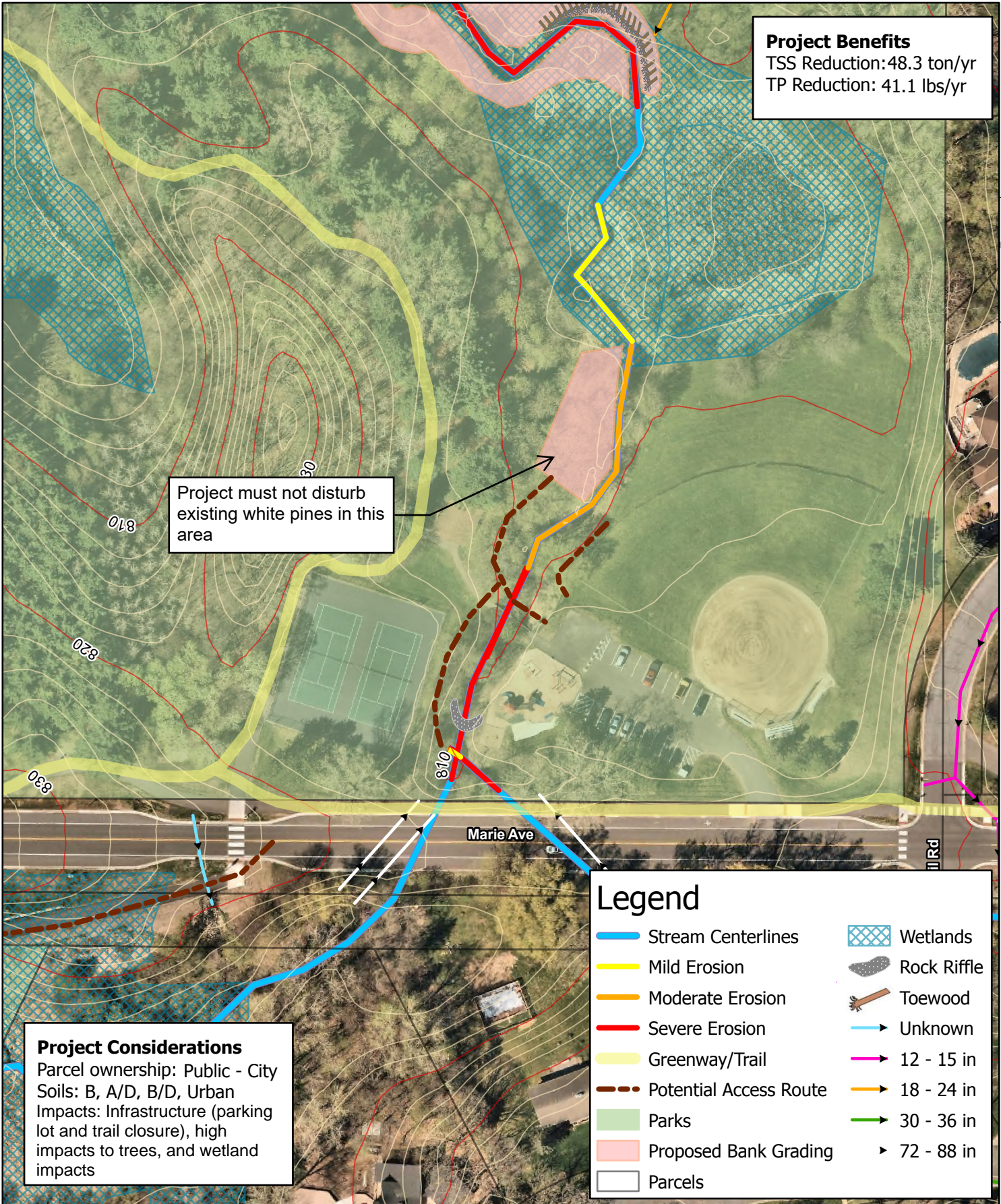
**Project Benefits**  
TSS Reduction: 48.3 ton/yr  
TP Reduction: 41.1 lbs/yr

Project must not disturb existing white pines in this area

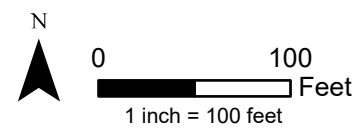
**Project Considerations**  
Parcel ownership: Public - City  
Soils: B, A/D, B/D, Urban  
Impacts: Infrastructure (parking lot and trail closure), high impacts to trees, and wetland impacts

**Legend**

	Stream Centerlines		Wetlands
	Mild Erosion		Rock Riffle
	Moderate Erosion		Toewood
	Severe Erosion		Unknown
	Greenway/Trail		12 - 15 in
	Potential Access Route		18 - 24 in
	Parks		30 - 36 in
	Proposed Bank Grading		72 - 88 in
	Parcels		



**Figure F.1 - Valley Park Playground**  
Interstate Valley Creek Study  
Lower Mississippi River Watershed Management Organization



## **EXHIBIT 2**





**2024 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
CLEAN WATER FUND COMPETITIVE GRANTS PROGRAM  
GRANT AGREEMENT**

<b>Vendor:</b>	0000202402
<b>PO#:</b>	3000016930

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Dakota SWCD, 4100 220th Street W, Suite 102, Farmington MN 55024 (Grantee).

Grant ID	Grant Title	Awarded Amt
C24-0045	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$585,000.00

**Total Grant Awarded: \$585,000.00**

**Recitals**

1. The Laws of Minnesota 2023, Chapter 40, Article 2, Section 6(b) appropriated funds to the Board for the FY 2024 Clean Water Fund Projects and Practices Competitive Grants Program.
2. The Laws of Minnesota 2021, First Special Session Chapter 1, Article 2, Section 6(b), Section 6(c), and Section 6(t) authorize the Board to allocate funds for the FY 2024 Clean Water Fund Projects and Practices Competitive Grants Program.
3. The Laws of Minnesota 2019 First Special Session, Chapter 2, Article 2, Section 7(c) and Section 7(p) authorize the Board to allocate funds for the FY 2024 Clean Water Fund Projects and Practices Competitive Grants Program.
4. The Board adopted Board Order #23-64 to authorize and allocate funds for the FY 2024 Clean Water Fund Project and Practices Competitive Grants Program.
5. The Grantee has submitted a BWSR-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**TITLE** District Manager  
**ADDRESS** 4100220th Street West  
**CITY** Farmington  
**TELEPHONE NUMBER** 16514807778

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

**1. Terms of the Grant Agreement.**

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**

- 1.2. **Expiration date: December 31, 2026** or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

## 2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, **2027**, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved workplan.

## 3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

## 4. Terms of Payment.

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.6. This Grant Agreement includes an advance payment of 50 % of each grant's total amount per grant. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

## 5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, **FY 2024 Clean Water Fund Competitive Grant Policy**, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.

## 6. Assignment, Amendments, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed, and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

**7. Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

**8. State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

**9. Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

**10. Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**11. Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

**12. Governing Law, Jurisdiction, and Venue.**

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

**13. Termination.**

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to

federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**15. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

**17. Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

**18. Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

**19. Intellectual Property Rights.**

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

*IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

Approved:

Dakota SWCD

Brian Watson

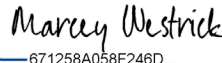
By: DocuSigned by:  
  
F0201524D569469...  
**(signature)**

Title: District Manager

Date: 1/10/2024

Board of Water and Soil Resources

Marcey Westrick

By: DocuSigned by:  
  
671258A058F246D...  
**(signature)**

Title: Central Region Manager

Date: 2/8/2024



# Grant Work Plan

## Projects and Practices 2024

**Grant Title:** Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project  
**Grant Award (\$):** \$585,000.00  
**Grant Execution Date:** 02/08/2024  
**Grant ID:** C24-0045  
**Required Match (%):** 10  
**Grant End Date:** 12/31/2026  
**Grantee:** Dakota SWCD  
**Required Match (\$):** \$58,500.00  
**Fiscal Agent:** Dakota SWCD  
**Grant Day-to-Day Contact:** Brian Watson

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$585,000.00	\$0.00	\$585,000.00
Match Funds	\$160,000.00	\$0.00	\$160,000.00
Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$745,000.00</b>	<b>\$0.00</b>	<b>\$745,000.00</b>

\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

### Budget Details

Activity Name	Category	Source Type	Source Description	Budgeted	Spent	Balance Remaining	Match Fund?
Administration	Administration/Coordination	Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$15,000.00		\$15,000.00	N
Project Development	Project Development	Local Fund	Lower Mississippi River Watershed	\$10,000.00		\$10,000.00	Y

<i>Activity Name</i>	<i>Category</i>	<i>Source Type</i>	<i>Source Description</i>	<i>Budgeted</i>	<i>Spent</i>	<i>Balance Remaining</i>	<i>Match Fund?</i>
			Management Organization				
Project Development	Project Development	Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$20,000.00		\$20,000.00	N
Streambank and Shoreline Protection Practices	Streambank or Shoreline Protection	Local Fund		\$0.00		\$0.00	N
Streambank and Shoreline Protection Practices	Streambank or Shoreline Protection	Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$200,000.00		\$200,000.00	N
Technical and Engineering Assistance	Technical/Engineering Assistance	Local Fund	Dakota County	\$50,000.00		\$50,000.00	Y
Technical and Engineering Assistance	Technical/Engineering Assistance	Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$67,500.00		\$67,500.00	N
Stormwater Best Management Practices	Urban Stormwater Management Practices	Local Fund	City of Mendota Heights	\$100,000.00		\$100,000.00	Y
Stormwater Best Management Practices	Urban Stormwater Management Practices	Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$282,500.00		\$282,500.00	N

## Indicator Summary

Indicator Category	Proposed Indicator	Total Value	Unit
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	261	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	2.3	Tons/Yr
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	9	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	281.9	Tons/Yr

Indicator Category	Final Indicator	Total Value	Unit
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## Grant Activities

Activity Name: Administration						
Activity Category: Administration/Coordination					Staff time?: Yes	
<p><b>Description:</b> Manage the grant and provide overall administration of funds and match requirements, maintain project files and financial records, provide status reporting into eLINK system, and follow all reporting requirements.</p>						
Budget Details						
<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$15,000.00		\$15,000.00		N

## Activity Name: Project Development

**Activity Category:** Project Development

**Staff time?:** Yes

**Description:** Project Development will include coordinating with project partners. Partners include City of Mendota Heights(landowner for project areas), Dakota County, Dakota County SWCD, and the Lower Mississippi River Watershed Management Organization). A JPA will be developed between project partners that outlines roles, responsibilities, financial contributions, and future operation and maintenance responsibilities. The final copy of the executed Joint Powers Agreement will be uploaded in eLINK. Project development also includes preparing the scope of work and RFP for project construction, and coordinating with contractors and consultants. Project progress will be documented via a GIS story map website and also social media postings. The Dakota County SWCD, Mendota Heights, and Dakota County will hold a trail opening event with local leaders and the public to highlight the CWF project and greenway project completion. Interpretive signage will be incorporated to communicate the benefits of both the project and CWF programs for local water quality improvement project implementation. Estimated leveraged funds (non-grant and non-match) for project development that occurred prior to grant execution are \$10,000. Additional leveraged funds in the form of staff time of city and county staff are expected to occur throughout the project and will be estimated in the actual results for this activity.

### Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund	Lower Mississippi River Watershed Management Organization	\$10,000.00		\$10,000.00		Y
Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$20,000.00		\$20,000.00		N



## Activity Name: Stormwater Best Management Practices

**Activity Category:** Urban Stormwater Management Practices

**Staff time?:** No

**Description:** Material and labor costs for a contractor to construct/install stormwater best management practices. Practices will include three BMPs - the Valley Park Wetland infiltration basin, Park Place Filtration Basin, and the Valley Park Wetland weir installation. See Interstate Valley Creek Stabilization and Volume Reduction Study (<https://lmrwmo.org/wp-content/uploads/2023/06/FINAL-Interstate-Valley-Creek-Study-20230130-RED.pdf>) for practice details. Practices will be constructed to meet appropriate and relevant practice standards, which may include Minnesota Stormwater Manual Standards, Natural Resources Conservation Service (NRCS) practice standards, MnDOT Standard practices, or other standards. Practices will have an effective lifespan of at least 10 years. Practice construction is anticipated to begin in year 1 (2024) and continue into year 2. Estimated pollutant reduction of these practices is 2.3 tons/year of sediment (TSS) and 9 lb/yr of phosphorus (TP).

### Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund	City of Mendota Heights	\$100,000.00		\$100,000.00		Y
Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$282,500.00		\$282,500.00		N

## Activity Name: Streambank and Shoreline Protection Practices

**Activity Category:** Streambank or Shoreline Protection

**Staff time?:** No

**Description:** Material and labor costs for a contractor to construct/install streambank stabilization practices. Practices will include 3 BMPs- the Valley Park RTR to Wentworth Streambank Stabilization, the Valley Park Wetland Streambank stabilization, and the Valley Park Playground Streambank Stabilization. See Interstate Valley Creek Stabilization and Volume Reduction Study (<https://lmrwmo.org/wp-content/uploads/2023/06/FINAL-Interstate-Valley-Creek-Study-20230130-RED.pdf>) for practice details. Practices will be constructed to meet appropriate and relevant practice standards, which may include Minnesota Stormwater Manual Standards, Natural Resources Conservation Service (NRCS) practice standards, MnDOT Standard practices, or other standards. Practices will have a effective lifespan of at least 10 years. Vegetation will follow BWSR's Native Vegetation Establishment and Enhancement Guidelines. Practice construction is anticipated to begin in year 1 (2024) and continue into year 2. Estimated pollutant reduction of these practices is 281.9 tons/year of sediment (TSS) and 261 lb/yr of phosphorus (TP).

### Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund		\$0.00		\$0.00		N
Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$200,000.00		\$200,000.00		N

## Activity Name: Technical and Engineering Assistance

**Activity Category:** Technical/Engineering Assistance

**Staff time?:** No

**Description:** Technical/Engineering will include activities associated with the survey/design, construction oversight, certification, and inspection of installed BMPs. Technical quality assurance design and approval will be provided by the consulting engineer, who will be required to be a Professional Engineer in the State of Minnesota. Appropriate and relevant practice standards will be used for the design, which may include Minnesota Stormwater Manual Standards, Natural Resources Conservation Service (NRCS) practice standards, MnDOT Standard practices, or other standards. This activity has started in year 1 (2024) with project survey and site assessments and is expected to continue through the design, construction, and certification phases of the project. Technical and engineering activities that take place prior to the execution of a grant agreement are not eligible activities for state funds or grant match. Leveraged funds (non-grant and non-match) for technical and engineering assistance that occurred prior to grant execution are estimated at \$20,000.

### Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund	Dakota County	\$50,000.00		\$50,000.00		Y
Current State Grant	Interstate Valley Creek Streambank Stabilization and Stormwater BMP Project	\$67,500.00		\$67,500.00		N