



## AGENDA

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

Thursday, June 13, 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. Introduction of new employee Chris Houston, Administrative Specialist
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 May 9, 2024 Meeting Minutes
7. Approval of May 23, 2024 Meeting Minutes
8. Approval of June 13, 2024 Accounts Payable
9. Acceptance of the May 2024 Finance Report

#### REGULAR AGENDA

10. Authorization to Provide Final Payment to Carol Leifeld for Installation of Grassed Waterway Action
11. Authorization to Provide Final Payment to Dan Strauss for Installation of Native Prairie with Pollinator Habitat Action
12. Authorization to Execute Contract with Anna Brenna for installation of Native Prairie with Pollinator Habitat Action
13. Authorization to Execute Joint Powers Agreement with Multiple Partners for a Water Conservation and Landscaping for Clean Water Marketing Campaign Action
14. Authorization to Execute Sub-Agreement with the Cannon River Watershed Joint Powers Organization for the Delivery of Watershed Based Implementation Funding Action
15. 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

16. Upcoming Events

- June 13, 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.
- June 18, 2024      Eagan - Inver Grove Heights Watershed Management Organization Meeting  
Eagan Maintenance Facility, 3501 Coachman Point, Eagan – 5:30 p.m.
- June 18, 2024      Lower Minnesota River Watershed District Meeting  
Chaska City Hall, Once City Hall Plaza 2<sup>nd</sup> Floor – 7:00 p.m.
- June 27, 2024      Minnesota Association of Soil and Water Conservation Districts – Metro Area Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington - 9:00 a.m.
- June 27, 2024      Vermillion River Watershed Joint Powers Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 1:00 p.m.
- July 10, 2024      Lower Mississippi River Watershed Management Organization Meeting  
TBD – 3:00 p.m.
- July 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.

17. Adjourn

*NOTE: A reception will be held following the Board meeting to recognize Brian Watson's retirement and 30 years of employment with the Dakota County Soil and Water Conservation District.*



## MEETING MINUTES

### BOARD OF SUPERVISORS MEETING

#### DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, May 09, 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  
Brian Raney

#### SWCD Staff Present:

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

#### Others Present:

Brian Wisdorf, DCAO  
Brad Becker, Dakota County  
Cole Johnson, Dakota County  
Matt Lundberg, NRCS  
Anne Sawyer, BWSR  
Travis Thiel, Vermillion River Watershed

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

Chair Chamberlain called the meeting to order at 9:06 a.m. A quorum was present.

#### 2. Pledge of Allegiance

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

#### 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. Nobody came forward.

#### 4. Approval of Agenda

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

#### CONSENT AGENDA

#### 5. Approval of April 11, 2024 Meeting Minutes

The April 11, 2024 meeting minutes were presented.

#### 6. Approval of May 9, 2024 Accounts Payable

The May 2024 accounts payable were presented.

**7. Acceptance of the April 2024 Finance Report.**

The April Finance Report was presented.

**8. Adopt Resolution Accepting Certain Wetland Conservation Act Authorities from Vermillion Township.**

Resolution from Vermillion Township to delegate certain Wetland Conservation Act Responsibilities was presented.

**9. Adopt Revisions to Records Retention Schedule.**

Adopt the Records Retention Schedule as presented.

**24.035** Motion by Johnson, second by Raney to approve the consent agenda items. All Members voting in favor. Motion carried.

**REGULAR AGENDA**

**10. Authorization to Execute Contract with Rotty Farms LLC for Establishment of Cover Crops (3-year).**

Rotty Farms LLC (Tom Rotty) is proposing to establish cover crops on 58 acres over a 3-year period. The field is located in Nininger Township, Vermillion River Watershed. Project funds are available through our FY23 Vermillion River Watershed WBIF Grant and Dakota County Capital Improvement Program (CIP).

**24.036** Motion by Dee, second by Johnson to execute contract with Rotty Farms (24-IPP-04) not to exceed \$7,830 for establishment of cover crops. Members voting in favor: Chamberlain, Dee, Johnson, Raney, and Zanmiller. Motion carried.

**11. Authorization to Execute Two Contracts with Randy Volkert for Establishment of Cover Crop (1-year).**

Randy Volkert is proposing to establish a cover crop on two fields totaling 225 acres. The first field is located in Vermillion Township, Vermillion River Watershed, and the second field is located in Sciota Township, Cannon River Watershed. Project funds are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization and the Dakota County Capital Improvement Program (CIP).

**24.037** Motion by Johnson, second by Zanmiller to execute two contracts with Randy Volkert (24-IPP-27 & 24-IPP-28) not to exceed \$7,875 for establishment of cover crops. Members voting in favor: Dee, Johnson, Raney, Zanmiller, and Chamberlain. Motion carried.

**12. Authorization to Execute Two Contracts with Jerry Kimmes for Establishment of Cover Crop (1-year).**

Jerry Kimmes is proposing to establish a cover crop on two fields totaling 178 acres. The first field is located in Marshan Township and the second field is located in Douglas Township, both in the Vermillion River Watershed. Project funds are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization and the Dakota County Capital Improvement Program (CIP).

**24.038** Motion by Dee, second by Johnson to execute two contracts with Jerry Kimmes (24-IPP-31 & 24-IP-32) not to exceed \$6,605 for establishment of cover crops. Members voting in favor: Johnson, Raney, Zanmiller, Chamberlain, and Dee. Motion carried.

**13. Authorization to Execute Two Contracts with DST LLP for Establishment of Cover Crop (1 year).**

DST LLP (Scott Weber) is proposing to establish a cover crop on two fields totaling 153 acres. The fields are located in Douglas Township, Cannon River Watershed. Project funds are available through our annual agreement with the North Cannon River Watershed Management Organization and the Dakota County Capital Improvement Program (CIP).

**24.039** Motion by Johnson, second by Zanmiller to execute two contracts with DST LLP (24-IPP-56 & 24-IPP-57) not to exceed \$5,355 for establishment of cover crops. Members voting in favor: Raney, Zanmiller, Chamberlain, Dee, and Johnson. Motion carried.

**14. Authorization to Execute Contract with Kevin Bauer for Establishment of Cover Crop (1 year).**

Kevin Bauer is proposing to establish a cover crop on 160 acres. The field is located in Marshan Township, Vermillion River Watershed. Project funds are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization.

**24.040** Motion by Johnson, second by Zanmiller to execute contract with Kevin Bauer (24-IPP-59) not to exceed \$5,600 for establishment of cover crops. Members voting in favor: Zanmiller, Chamberlain, Dee, Johnson and Raney. Motion carried.

**15. Authorization to Execute Contract with Dave Stein for Establishment of Cover Crop (1 year).**

Dave Stein is proposing to establish a cover crop on 43 acres. The field is located in Douglas Township, Cannon River Watershed. Project funds are available through the Dakota County Capital Improvement Program (CIP).

**24.041** Motion by Dee, second by Johnson to execute contract with Dave Stein (24-IPP-61) not to exceed \$1,505 for establishment of cover crops. Members voting in favor: Chamberlain, Dee, Johnson, Raney, and Zanmiller. Motion carried.

**16. Authorization to Execute Contract with Andrew Mulvihill for Implementing Soil Health Practices.**

Andrew (Andy) Mulvihill is proposing to implement soil health practices on 153 acres over a 3-year period. The field is located in Castle Rock Township, Cannon River Watershed. Project funds are available through our FY23 Cannon River Watershed Based Implementation Grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start.

**24.042** Motion by Zanmiller, second by Johnson to execute contract with Andrew Mulvihill (24-IPP-06) not to exceed \$36,465 for implementing soil health practices. Members voting in favor: Dee, Johnson, Raney, Zanmiller, and Chamberlain. Motion carried.

**17. Authorization to Execute Contract with Peine Farms LLP for Implementing Soil Health Practices.**

Peine Farms LLC is proposing to implement soil health practices on a 110-acre field over a 3-year period. The field is located in Douglas Township, Cannon River Watershed. Project funds are available through our FY23 Cannon River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.043** Motion by Johnson, second by Zanmiller to execute contract with Peine Farms LLP (24-IPP-13) not to exceed \$16,500 for implementing soil health practices. Members voting in favor: Johnson, Raney, Zanmiller, Chamberlain, and Dee. Motion carried.

**18. Authorization to Execute Contract with James Gergen for Implementing Soil Health Practices.**

James Gergen is proposing to implement soil health practices on a 130-acre field. The field is located in Vermillion Township, Vermillion River Watershed. Project funds are available through the Dakota County Capital Improvement Program (CIP).

**24.044** Motion by Dee, second Johnson execute contract with James Gergen (24-IPP-15) not to exceed \$5,850 for implementing soil health practices. Members voting in favor: Raney, Zanmiller, Chamberlain, Dee, and Johnson. Motion carried.

**19. Authorization to Execute Contract with Randy Weatherly for Implementing Soil Health Practices.**

Randy Weatherly is proposing to implement soil health practices on a 76-acre field over a 3-year period. The field is located in Vermillion Township, Vermillion River Watershed. Project funds are available through our FY23 Vermillion River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.045** Motion by Zanmiller, second by Johnson to execute contract with Randy Weatherly (24-IPP-16) not to exceed \$11,190 for implementing soil health practices. Members voting in favor: Zanmiller, Chamberlain, Dee, and Johnson and Raney. Motion carried.

**20. Authorization to Execute Two Contracts with Pat Maher for Establishment of Cover Crop (1-year) and One contract for Implementing Soil Health Practices.**

Pat Maher is proposing to implement cover crops on two fields totaling 155 acres. The fields are located in Marshan Township, Vermillion River Watershed. Project funds are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization and the Dakota County Capital Improvement Program (CIP). Pat is also proposing to implement soil health practices on one field totaling 78 acres. This field is also located in Marshan Township, Vermillion River Watershed. Project funds are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization and the Dakota County Capital Improvement Program (CIP).

**24.046** Motion by Johnson, second by Zanmiller to execute contract with Pat Maher (24-IPP-23, 24-IPP-24 & 24-IPP-25) not to exceed \$8,545 for establishment of cover crops and implementing soil health practices. Members voting in favor: Chamberlain, Dee, Johnson, Raney, and Zanmiller. Motion carried.

**21. Authorization to Execute Contract with Bernie Frandrup for Implementing Soil Health Practices.**

Bernard (Bernie) Frandrup is proposing to implement soil health practices on a 73-acre field over a 3-year period. The field is located in Vermillion Township, Vermillion River Watershed. Project funds are available through our FY23 Vermillion River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.047** Motion by Dee, second by Johnson to execute contract with Bernie Frandrup (24-IPP-26) not to exceed \$10,800 for implementing soil health practices. Members voting in favor: Dee, Johnson, Raney, Zanmiller, and Chamberlain. Motion carried.

**22. Authorization to Execute Two Contracts with Dave Legvold for Implementing Soil Health Practices.**

Dave Legvold is proposing to implement soil health practices on two fields totaling 123 acres over a 3-year period. The fields are located in Waterford and Castle Rock Townships, Cannon River Watershed. Project funds are available through our FY23 Cannon River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.048** Motion by Dee, second by Johnson to execute two contracts with Dave Legvold (24-IPP-30 & 24-IPP-33) not to exceed \$28,290 for implementing soil health practices. Members voting in favor: Johnson, Raney, Zanmiller, Chamberlain, and Dee. Motion carried.

**23. Authorization to Execute Contract with Andrew Endres for Implementing Soil Health Practices.**

Andrew Endres is proposing to implement soil health practices on a 157-acre field over a 3-year period. The field is located in Vermillion Township, Vermillion River Watershed. Project funds are available through our FY23 Vermillion River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.049** Motion by Dee, second by Johnson to execute contract with Andrew Endres (24-IPP-41) not to exceed \$29,790 for implementing soil health practices. Members voting in favor: Raney, Zanmiller, Chamberlain, Dee, and Johnson. Motion carried.

**24. Authorization to Execute Contract with Ches Canyon Road LLC for Implementing Soil Health Practices.**

Ches Canyon Road LLC (Thomas Endres) is proposing to implement soil health practices on a 76-acre field over a 3-year period. The field is located in Nininger Township, Vermillion River Watershed. Project funds are available through our FY23 Vermillion River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.050** Motion by Johnson, second by Raney to execute contract with Ches Canyon Road LLC (24-IPP-42) not to exceed \$15,430 for implementing soil health practices. Members voting in favor: Zanmiller, Chamberlain, Dee, Johnson, and Raney. Motion carried.

**25. Authorization to Execute Contract with River Shores Properties LLC for Implementing Soil Health Practices.**

River Shore Properties LLC (Thomas Endres) is proposing to implement soil health practices on a 69-acre field over a 3-year period. The field is located in Nininger Township, Vermillion River Watershed. Project funds are available through the Dakota County Capital Improvement Program (CIP).

**24.051** Motion by Johnson, second by Zanmiller to execute contract with River Shores Properties LLC (24-IPP-43) not to exceed \$10,695 for implementing soil health practices. Members voting in favor: Chamberlain, Dee, Johnson, Raney, and Zanmiller. Motion carried.

**26. Authorization to Execute Contract with Endres Family Farms LLP for Implementing Soil Health Practices.**

Endres Family Farms LLP is proposing to implement soil health practices on a 140-acre field over a 3-year period. The field is located in Vermillion Township, Vermillion River Watershed. Project funds are available through our FY23 Vermillion River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.052** Motion by Dee, second by Johnson to execute contract with Endress Family Farms LLP (24-IPP-45) not to exceed \$27,300 for implementing soil health practices. Members voting in favor: Dee, Johnson, Raney, Zanmiller, and Chamberlain. Motion carried.

**27. Authorization to Execute Three Contracts with Endres Farms Partnership for Implementing Soil Health Practices.**

Endres Farm Partnership is proposing to implement soil health practices on three fields totaling 352 acres over a 3-year period. Two fields are located in Hampton Township and one field is located in Vermillion Township, all in the Vermillion River Watershed. Project funds are available through our FY22 Drinking Water Protection Project and FY23 Vermillion River Watershed Based Implementation Funding grants with the Minnesota Board of Water and Soil Resources (BWSR) and the Dakota County Capital Improvement Program (CIP). Local funds will be used for practices that do not meet BWSR requirements for practice type or start date.

**24.053** Motion by Zanmiller, second by Johnson to execute three contracts with Endres Farms Partnership (24-IPP-46, 24-IPP-50 & 24-IPP-51) not to exceed \$62,055 for implementing soil health practices. Members voting in favor: Johnson, Raney, Zanmiller, Chamberlain, and Dee. Motion carried.

**28. Authorization to Execute Contract with Prairie Farms Partnership for Implementing Soil Health Practices.**

Prairie Farms Partnership (Paul Beskau) is proposing to implement soil health practices on a 160-acre field. The field is located in Marshan Township, Vermillion River Watershed. Project funds are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization and the Dakota County Capital Improvement Program (CIP).

**24.054** Motion by Johnson, second by Raney to execute contract with Prairie Farms Partnership (24-IPP-55) not to exceed \$7,200 for implementing soil health practices. Members voting in favor: Raney, Zanmiller, Chamberlain, Dee, and Johnson. Motion carried.

## 29. Announcements and Reports

### Natural Resources Conservation Service

The Natural Resources Conservation Services (NRCS) report was provided by Matt Lundberg. Lundberg provided updates on the environmental quality incentives program, conservation stewardship program contracts, the MN Department of Agriculture Local Food Purchase Assistance Program, and the Leopold Conservation Award.

### Dakota County

The Dakota County report was provided by Brad Becker. Becker acknowledged the success and the amount of conservation programs and practices approved at the meeting today. Becker introduced Cole Johnson, Water Resources Project Supervisor. Cole provided a brief introduction.

### Vermillion River Watershed Joint Powers Organization

The Vermillion River Watershed Joint Powers Organization report was provided by Travis Thiel. Thiel provided a budget update and provided copies of the Vermillion River Watershed Joint Powers Organization 2023 Annual Report.

### Cannon River Watershed Joint Powers Board

The Cannon River Watershed Joint Powers report was provided by Kevin Chamberlain. Chamberlain reported the Board met May 1<sup>st</sup>; and provided a board member update, proposed dues update and there will be a tour of the eastern portion of the watershed following the August 7<sup>th</sup> meeting.

### Metropolitan Conservation Districts Joint Power Board

No report provided.

### 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 April meeting speaker, Peter Boulay DNR Climatologist reported on the volunteer rain gauge readers program. On June 27<sup>th</sup> Dakota SWCD will host the summer meeting and tour the Bylesby Dam.

### District Managers Report

Watson provided staffing updates.

### Board of Supervisors Announcements

Kevin Chamberlain requested the scheduling of a special meeting to discuss and consider the hire of the District Manager position.

**24.055** Motion by Zanmiller, second by Johnson to schedule a special board meeting for May 23<sup>rd</sup> at 9:00 am. All members voting in favor. Motion carried.

### Minnesota Board of Water and Soil Resources

The Minnesota Board of Water and Soil Resources was provided by Anne Sawyer. Sawyer provided an update on the Soil Health Delivery grant.

## 30. Upcoming Events

The upcoming events were reviewed.

## 31. Adjourn

**24.056** Motion by Dee, second by Johnson to adjourn. Motion carried.

The meeting was adjourned at 10:45 a.m.

Respectfully submitted,

Bruce Johnson  
Secretary





## MEETING MINUTES

### BOARD OF SUPERVISORS MEETING

#### DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, May 23, 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  
Brian Raney

**SWCD Staff Present:**

Brian Watson  
Pam LaValle  
Curt Coudron  
Diane Schmidtke  
Todd Matzke

**Others Present:**

Brian Wisdorf, DCAO  
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.

**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. Nobody came forward.

**4. Approval of Agenda**

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

**REGULAR AGENDA**

**5. Select Candidate to Fill Pending District Manager Vacancy.**

An announcement to fill the pending District Manager vacancy was posted on April 2, 2024 and closed on April 22, 2024. The Personnel Committee met on April 25, 2024 to review applications received and select candidates to be interviewed. The Personnel Committee conducted Interviews on May 3, 2024.

As a result of the interview process, the Personnel Committee developed a recommendation to fill the vacancy.

**24.058** Motion by Zanmiller to select Ashley Gallagher to fill the pending District Manager vacancy and authorize the current District Manager to negotiate agreement with the selected candidate, second by Johnson. Members voting in favor: Chamberlain, Dee, Johnson, Raney, and Zanmiller. Motion carried.

**6. Adjourn**

**24.059** Motion by Dee, second by Johnson to adjourn. Motion carried.

The meeting was adjourned at 09:04 a.m.

Respectfully submitted,

Bruce Johnson  
Secretary

**Dakota County SWCD**  
**Balance Sheet**  
**May 2024**

<b>ASSETS:</b>		
Checking , Savings, CD	\$ 1,784,076.30	
<b>Total Cash:</b>		<b>\$1,784,076.30</b>
 <b>Accounts Receivable:</b>		
BWSR - FY21 Cannon River	Q4 2023 \$ 19,871.86	
Dakota County	Q1 2024 Services \$ 54,845.53	
<b>Total Accounts Receivable:</b>		<b>\$ 74,717.39</b>
Prepaid Items		\$ -
<b>TOTAL ASSETS:</b>		<b>\$ 1,858,793.69</b>

**LIABILITIES AND EQUITY:****Current Liabilities**

Payroll Liabilities	\$ 0.02	
Sales Tax Payable	\$ 135.78	
		\$ 135.80

**Unearned Revenue:**

MN State Aid	\$ 108,586.87	
Buffer Law Funds 2024	\$ 5,512.50	
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	\$ 290,247.00	
Soil Health Care FY23	\$ 87,500.00	
DC Drinking Water PP 2022	\$ 55,811.02	
State Cost Share 2023	\$ 22,054.00	
WBIF 2021 Cannon River	\$ (818.00)	
WBIF 2022 Cannon River	\$ 92,969.77	
WBIF 2021 Miss River East	\$ (282.00)	
WBIF 2023 Vermillion River	\$ 21,849.50	
WBIF 2022 Black Dog	\$ 24,444.00	
WBIF 2022 Eagan-IGH	\$ 27,069.00	
DC Natural Resources Block Grant	\$ 41,565.50	
DC Operating Allocation	\$ 222,426.20	
WOMP Deferred	\$ (1,452.28)	
	\$ -	
	\$ -	
Total Unearned Revenue		<b>\$ 1,101,540.59</b>

**Total Liabilities:****\$ 1,101,676.39**

Fund Balance Beginning of Year	\$ 846,126.15
YTD Net Income/loss	\$ (89,008.85)
Fund Balance End of Current Period	\$ 757,117.30

**TOTAL LIABILITIES AND EQUITY:****\$ 1,858,793.69**

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

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	<b>Current Month</b>	<b>Year to Date</b>
<b>Income</b>		
County Revenues	\$ 31,775.16	\$ 228,077.33
State Revenues	\$ -	\$ 193,525.49
Local Revenues	\$ -	\$ 100,090.43
Interest Earnings	\$ 6,191.72	\$ 14,916.05
Charges for Services	\$ 925.00	\$ 7,061.11
Tree Program Revenues	\$ 431.30	\$ 36,083.88
<b>Total Income</b>	<b>\$ 39,323.18</b>	<b>\$ 579,754.29</b>
<b>Expense</b>		
County Expenses	\$ -	\$ 6,657.33
State Expenses	\$ -	\$ 33,335.43
Local Expenses	\$ 1,421.46	\$ 34,313.50
Operating Expenses	\$ 16,719.60	\$ 34,333.30
Payroll/Personnel Expenses	\$ 108,788.90	\$ 534,899.73
Project Expenses	\$ 410.22	\$ 710.72
Tree Program Expenses	\$ 23,785.21	\$ 24,513.13
<b>Total Expense</b>	<b>\$ 151,125.39</b>	<b>\$ 668,763.14</b>
<b>Net Income</b>	<b><u>\$ (111,802.21)</u></b>	<b><u>\$ (89,008.85)</u></b>

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 6/13/2024

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Provide final payment of \$9,962.58 to Carol Leifeld for the installation of a grassed waterway.

**SUMMARY:**

Carol Leifeld has completed the construction of a grassed waterway in Hampton Township, Cannon River Watershed. The project was approved for funding at the March 14, 2024 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 \$11,720.68. Staff is recommending final payment of \$9,962.58 (85% of eligible expenses) to Carol Leifeld.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through our FY23 Cannon River Watershed Based Implementation Grant with the Minnesota Board of Water and Soil Resources (BWSR).

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**Supporting Documents:**

24-IPP-02 Leifeld, Carol WW Factsheet

**Previous Board Action:**

Motion 24.021 on 3/14/24

Authorization to Execute Contract

# CAROL LEIFELD

# GRASSED WATERWAY



### PRACTICE:

- Grassed Waterway

### BENEFITS:

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

### PARTNERS:

- Minnesota Board of Water and Soil Resources

### WATERSHED:

- Cannon River

### RECEIVING WATERS:

- Trout Brook

### INSTALLATION:

- Spring 2024

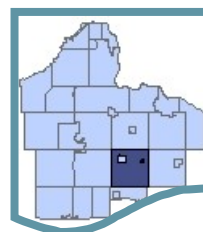
**PROJECT:** A 1,530 linear foot of grassed waterway was reconstructed to convey surface water runoff. The reconstructed waterway will help reduce erosion in the field.

<b>FUNDING:</b>	<b>Project Cost:</b>	<b>\$11,721</b>
	<b>Cost Share Amount:</b>	<b>\$9,963</b>



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

**LOCATION:**  
Hampton Township





Topsoil was cleared from the project area and stockpiled.



A dozer was used to shape the waterway.



After replacement of topsoil, the waterway was seeded with perennial grasses and mulched to reduce erosion.



The reconstructed waterway will convey runoff and reduce future erosion.

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

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Meeting Date: 6/13/2024

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize final payment of \$3,510.50 to Dan Strauss for the installation of a native prairie with pollinator habitat.

**SUMMARY:**

Dan Strauss has completed the installation of a 2.5-acre native prairie with pollinator habitat in Hampton Township, Cannon River Watershed. The project was approved for funding at the April 11, 2024 Board meeting at 85% cost share not to exceed \$5,610 and based on a cost estimate of \$6,600.

Project installation has been certified by SWCD staff. Final eligible expenses were \$4,130. Staff is recommending final payment of \$3,510.50 (85% of eligible expenses) to Dan Strauss.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds to install the project are available through our FY22 Drinking Water Protection Project 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:**

Motion 24.031 on 4/11/24

Authorization to Execute Contract





# DAN STRAUSS

# NATIVE PRAIRIE RESTORATION



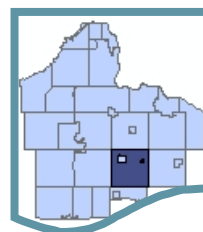
**PROJECT:** 2.5 acres of agricultural field was restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion, and provide wildlife habitat, particularly for pollinators.

<b>FUNDING:</b>	<b>Total Project Cost:</b>	<b>\$4,130</b>
	<b>Cost Share Amount:</b>	<b>\$3,511</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

Roll Call Vote

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Meeting Date: 6/13/2024

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Authorize execution of a contract with Anna Brenna not to exceed \$2,000 for the installation of native prairie with pollinator habitat.

**SUMMARY:**

Anna Brenna is proposing to install a 0.5-acre native prairie with pollinator habitat in Inver Grove Heights, Vermillion River Watershed (drainage area and non-political boundary). Existing turf and non-native brush 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 \$2,600. 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 \$2,000.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through the Dakota County Capital Improvement Program (CIP).

---

**Supporting Documents:**

24-IPP-34 Brenna, Anna NPR Factsheet

**Previous Board Action:**

None

# ANNA BRENNA NATIVE PRAIRIE RESTORATION

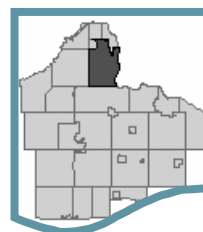


**PROJECT:** 0.5 acres of turfgrass will be restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion, and provide wildlife habitat, particularly for pollinators.

<b>FUNDING:</b>	<b>Estimated Project Cost:</b>	<b>\$2,600</b>
	<b>Cost Share Amount:</b>	<b>\$2,000</b>
	<b>Landowner Amount</b>	<b>\$600</b>

**LOCATION:**

City of Inver Grove Heights



**PRACTICE:**

- Conservation Cover

**BENEFITS:**

- 0.4 tons of soil per year prevented from traveling downstream
- Improved wildlife habitat, particularly for pollinators

**PARTNERS:**

- Dakota County

**WATERSHED:**

- Vermillion River

**RECEIVING WATERS:**

- Vermillion River

**INSTALLATION:**

- Fall 2024

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Roll Call Vote

Meeting Date: 6/13/2024

Prepared by: Brian Watson

**PURPOSE/ACTION REQUESTED:**

Execute joint powers agreement with multiple partners for Water Conservation and Landscaping for Clean Water Marketing Campaign (Marketing Campaign).

**SUMMARY:**

The Marketing Campaign includes the development and distribution of professional grade videos promoting Landscaping for Clean Water program and ways to reduce outdoor water use by increasing irrigation efficiencies. To accomplish this, partners will hire the marketing firm Tunheim Partners.

Partners include Vermillion River Watershed Joint Powers Organization (VRWJPO), Black Dog Watershed Management Organization (BDWMO), Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO), Lower Mississippi River Watershed Management Organization (LMRWMO), Dakota County Environmental Resources Department, and Dakota SWCD. VRWJPO will oversee the project with a workgroup made of partners.

Total contract amount for the services to be provided by Tunheim is \$95,080, of which VRWJPO shall apply all Minnesota Department of Health Grant funds received (up to \$50,000), leaving a balance of \$45,080. The Dakota SWCD and WMOs are each contributing \$7,500, the VRWJPO and County are contributing \$10,000 each.

**EXPLANATION OF FISCAL/FTE IMPACT:**

The Finance Committee recommended adjusting our 2024 budget at their meeting on May 2, 2024 to accommodate the \$7,500 expense.

**Supporting Documents:**

Draft Joint Powers Agreement for Water Conservation Marketing Campaign

**Previous Board Action:**

None

**JOINT POWERS AGREEMENT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,  
COUNTY OF DAKOTA, THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT,  
THE BLACK DOG WATERSHED MANAGEMENT ORGANIZATION, THE EAGAN-INVER GROVE  
HEIGHTS WATERSHED MANAGEMENT ORGANIZATION AND THE LOWER MISSISSIPPI RIVER  
WATERSHED MANAGEMENT ORGANIZATION  
FOR WATER CONSERVATION AND LANDSCAPING FOR CLEAN WATER MARKETING CAMPAIGN**

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

**WHEREAS**, the Vermillion River Watershed Joint Powers Organization (VRWJPO) is a watershed management body consisting of Dakota and Scott Counties, which is 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 County of Dakota (County) is a governmental and political subdivision of the State of Minnesota; and

**WHEREAS**, the Dakota County Soil and Water Conservation District (Dakota County SWCD) is a governmental and political subdivision of the State of Minnesota; and

**WHEREAS**, the Black Dog Watershed Management Organization (BDWMO) is a watershed management body consisting of Dakota County, which is governed by the Black Dog Watershed Board of Commissioners 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 Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO) is a watershed management body consisting of Dakota County, which is governed by the Eagan-Inver Grove Heights Watershed Board of Managers 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 Lower Mississippi River Watershed Management Organization (LMRWMO) is a watershed management organization consisting of a portion of northern Dakota County, which is governed by the Lower Mississippi River Watershed Management Organization Board of Managers 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**, Dakota County sources over 90 percent of drinking water from groundwater aquifers; and

**WHEREAS**, due to increased water usage during three years of drought (2021-2023) Dakota County municipalities exceeded Department of Natural Resources water appropriation permits; and

**WHEREAS**, maintaining a sustainable water supply is identified as a goal in the adopted Vermillion River Watershed Management Plan; and

**WHEREAS**, promoting water conservation by partnering on a county-wide water supply/conservation initiative is identified in the Dakota County Groundwater Plan; and

**WHEREAS**, improving public awareness of water resource goals is identified in the Dakota County SWCD Comprehensive Management Plan; and

**WHEREAS**, coordinating with partners to distribute educational information related to water conservation is identified in the adopted Black Dog Watershed Management Plan; and

**WHEREAS**, collaborating with partners to raise awareness of groundwater and water conservation issues is identified in the adopted Eagan-Inver Grove Heights Watershed Management Organization Watershed Management Plan; and

**WHEREAS**, participating in regional groundwater planning efforts and sharing resources with Dakota County for groundwater protection is identified in the Lower Mississippi River Watershed Management Organization Watershed Management Plan; and

**WHEREAS**, programs and practices exist to help Dakota County transition to a more drought-tolerant landscape and to educate landowners on efficient irrigation practices; and

**WHEREAS**, digital algorithms exist which are placing priority on paid advertisement over traditional local government unit organic outreach; and

**WHEREAS**, the VRWJPO applied for and received a grant from the Minnesota Department of Health (Grant) to develop and distribute professional grade videos promoting Landscaping for Clean Water programs and ways to reduce outdoor water use by increasing irrigation efficiencies (Project); and

**WHEREAS**, the VRWJPB obtained two quotations for the Project and negotiated a contract with Tunheim Acquisitions, Inc. d/b/a Tunheim Partners (Tunheim) in accordance with Minn. Stat. § 471.345, subd. 4 (Tunheim Contract); and

**WHEREAS**, the total contract amount for the services to be provided Tunheim pursuant to the Tunheim Contract is \$95,080, of which VRWJPO shall apply all Grant funds received (up to \$50,000), leaving a balance of \$45,080 (Project Balance); and

**WHEREAS**, the VRWJPO, SWCD, County, BDWMO, E-IGHWMO and the LMRWMO (collectively Partners) will contribute funds towards the Project Balance in accordance with Article 6 and/or staffing in accordance with Article 5.

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

## **ARTICLE 1 PURPOSE**

This Agreement defines the Project responsibilities and Project cost-sharing obligations of the Partners.

## **ARTICLE 2 PARTIES**

The parties to this Agreement are the VRWJPO, the County of Dakota, by and through its Environmental Resources Department (County), SWCD, BDWMO, E-IGHWMO and the LMRWMO.

## **ARTICLE 3 TERM**

This Agreement is effective upon the date of the signatures of the parties to this Agreement and shall remain in effect until April 30, 2026, or until completion by all parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

## **ARTICLE 4 COOPERATION**

The Partners 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 an equitable and timely manner.

## **ARTICLE 5 MARKETING CAMPAIGN DEVELOPMENT**

The County shall contribute staffing in collaboration with the VRWJPO for the administration, coordination and overseeing of the development of marketing campaign materials associated with the Project. The County, by and through its Environmental Resources Department in collaboration with the VRWJPO, shall regularly confer with the Partners regarding material content. The VRWJPO will administer the Tunheim Contract and act as the paying agent for all payments thereunder.

## **ARTICLE 6 PAYMENT**

**6.1** The Partners shall make the following contributions towards the Project Balance in accordance with the following payment schedule in consideration for the benefit provided by the Project's professional grade videos promoting Landscaping for Clean Water programs and ways to reduce outdoor water use by increasing irrigation efficiencies, and use of the materials provided by the Project:

- 6.1.1 The County, by and through its Environmental Resources Department, shall contribute \$10,000 in 2024 towards the Project Balance.
- 6.1.2 The SWCD shall contribute \$7,500 in 2024 towards the Project Balance.
- 6.1.3 The BDWMO shall contribute \$7,500 in 2024 towards the Project Balance.
- 6.1.4 The E-IGHWMO shall contribute \$7,500 in 2025 towards the Project Balance.
- 6.1.5 The LMRWMO shall contribute \$7,500 in 2025 towards the Project Balance.
- 6.1.6 The VRWJPO shall contribute \$10,000 in 2024 or 2025 towards the Project Balance.

**6.2** The SWCD, County, BDWMO, E-IGHWMO and the LMRWMO shall make their contribution payments made payable to the VRWJPO with thirty-five (35) days or receipt of an invoice from the VRWJPO in the years identified in Section 6.1. Upon request, VRWJPO shall provide the Partners with all itemized Project receipts and invoices.

**6.3** Partners reserve the right to be repaid for any overpayment of their contribution.

**6.4** The Partners contribution obligations shall be subject to Article 11.

## **ARTICLE 7 OBLIGATIONS**

**7.1 AUTHORIZED PURPOSE.** The funds provided under the terms of this Agreement may only be used by the VRWJPO for the payment of costs directly related to the Project.

**7.2 CONTENT AND MARKETING REQUIREMENTS.** The Project shall be carried out according to the objectives outlined in the Tunheim Contract. The Partners and VRWJPO shall approve any modifications to the scope of the Project.

**7.3 MATERIALS FAILURES.** Any failure of Tunheim to adhere to Project responsibilities outlined within the Tunheim Contract shall be addressed in the Tunheim Contract.

**7.4 OWNERSHIP OF MATERIALS.** "Materials" is defined as videos, works, drawings, products, audio, media content, other recorded materials, and all other materials in whatever form conceived, created or otherwise arising out of the performance of the Tunheim Contract. The VRWJPO shall own rights, title and interest in all of the materials conceived, created or otherwise arising out of the performance of the Tunheim Contract.

**7.5 COMPLIANCE WITH LAWS/STANDARDS.** The VRWJPO and Partners shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in completing the Project, including following all requirements outlined within the Minnesota Department of Health Grant Agreement.

**7.6 PUBLICITY.** VRWJPO grants the Partners a royalty-free irrevocable, non-exclusive, non-transferable, non-assignable, perpetual license on all work or materials created pursuant to Tunheim Contract. The Partners may prepare, copy, use, and distribute these works on materials and create derivative works or materials for the benefit of each Partner for use in publications, promotional material or on their websites. The only restriction on the Partners' use of works or materials and derivative works or materials related to this Agreement are those specifically stated in this section. The Partners shall appropriately acknowledge the funding provided by the Partners and the Grant in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 8 INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the Partners. Each party warrants that it can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 AUTHORIZED REPRESENTATIVES AND LIAISONS**

**9.1 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the authorized representatives of the parties for 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 made to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Mike Slavik, Chair, or successor  
Vermillion River Watershed Joint Powers Organization  
4100 220<sup>th</sup> St. W #103  
Farmington, MN 55024  
Telephone: (651) 438-4427  
[mike.slavik@co.dakota.mn.us](mailto:mike.slavik@co.dakota.mn.us)



TO THE COUNTY: Joe Atkins, Chair, or successor  
Dakota County Board of Commissioners  
1590 Highway 55  
Hastings, MN 55033  
Telephone: (651) 438-4430  
[joe.atkins@co.dakota.mn.us](mailto:joe.atkins@co.dakota.mn.us)

TO THE SWCD: Kevin Chamberlain, Chair, or successor  
Dakota County Soil and Water Conservation District  
4100 220<sup>th</sup> St. W  
Farmington, MN 55024  
Telephone: (651) 480-7777  
[swcd@co.dakota.mn.us](mailto:swcd@co.dakota.mn.us)

TO THE BDWMO: Curt Enestvedt, Chair, or successor  
Black Dog Watershed Management Organization  
13713 Frontier Court  
Burnsville, MN 55337  
Telephone: (952) 895-4531  
Email: [daryl.jacobson@burnsvillemn.gov](mailto:daryl.jacobson@burnsvillemn.gov)

TO THE E-IGHWMO: Monica Foss, Chair, or successor  
Eagan-Inver Grove Heights Watershed Management  
Organization  
3830 Pilot Knob Road  
Eagan, MN 55122  
Telephone: (651) 688-0171  
[fossme@gmail.com](mailto:fossme@gmail.com)

TO THE LMRWMO: Sharon Lencowski, Chair, or successor  
Lower Mississippi River Watershed Management Organization  
4100 220<sup>th</sup> St W  
Farmington, MN 55024  
Telephone: (651) 480-7784  
[joe.barten@co.dakota.mn.us](mailto:joe.barten@co.dakota.mn.us)

In addition, regarding termination of this Agreement by the shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

**9.2 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 each Partner. The Partners 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: Kelly Perrine  
Senior Watershed Specialist  
Telephone: (952) 891-7002  
Email: [kelly.perrine@co.dakota.mn.us](mailto:kelly.perrine@co.dakota.mn.us)

County Liaison: Valerie Neppl  
Groundwater Protection Unit Supervisor  
Telephone: (952) 891-7019  
Email: [valerie.neppl@co.dakota.mn.us](mailto:valerie.neppl@co.dakota.mn.us)

SWCD Liaison: Lindsey Albright  
Water Resources Specialist  
Telephone: (651) 480-7783  
Email: [lindsey.albright@co.dakota.mn.us](mailto:lindsey.albright@co.dakota.mn.us)

BDWMO Liaison: Daryl Jacobson  
Natural Resources Manager  
Telephone: (952) 895-4531  
Email: [daryl.jacobson@burnsvillemn.gov](mailto:daryl.jacobson@burnsvillemn.gov)

E-IGHWMO Liaison: Ashley Gallagher  
Senior Resource Conservationist  
Telephone: (651) 480-7781  
Email: [Ashley.gallagher@co.dakota.mn.us](mailto:Ashley.gallagher@co.dakota.mn.us)

LMRWMO Liaison: Joe Barten  
Senior Resource Conservationist  
Telephone: (651) 480-7784  
Email: [joe.barten@co.dakota.mn.us](mailto:joe.barten@co.dakota.mn.us)

#### **ARTICLE 10 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, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the Partners.

#### **ARTICLE 11 TERMINATION**

**11.1 IN GENERAL.** Any party may terminate this Agreement for cause by giving seven days' written notice or pursuant to Section 11.2 by giving 30 days' written notice, of its intent to terminate, to the other parties. 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. 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.

**11.2 TERMINATION FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, any Partner may immediately terminate their obligations and right to the benefits of this Agreement by providing written notice to the other Partners if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. A terminating Partner shall remain obligated to pay for any invoices received prior to VRWJPO's receipt of written notice of termination for lack of funding. The remaining Partners shall determine by majority vote whether to continue this Agreement upon receipt of termination pursuant to this Section 11.2.

#### **ARTICLE 12 MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed under 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. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 13  
MERGER**

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.

**ARTICLE 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 any party.

**ARTICLE 15  
GOVERNMENT DATA PRACTICES**

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

**ARTICLE 16  
SURVIVABILITY**

The provisions of articles 8 (Indemnification) and 15 (Government Data Practices) survive the expiration or termination of this Agreement.

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

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

By: \_\_\_\_\_  
Mike Slavik or successor, Chair

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

**DAKOTA COUNTY**

By: \_\_\_\_\_  
Nikki Stewart, Director  
Environmental Resources Department

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

**DAKOTA COUNTY SOIL AND WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Kevin Chamberlain or successor, Chair

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

**BLACK DOG WATERSHED  
MANAGEMENT ORGANIZATION**

By: \_\_\_\_\_  
Curt Enestvedt or successor, Chair

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

**EAGAN-INVER GROVE HEIGHTS  
WATERSHED MANAGEMENT ORGANIZATION**

By: \_\_\_\_\_  
Monica Foss or successor, Chair

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

**LOWER MISSISSIPPI RIVER WATERSHED  
MANAGEMENT ORGANIZATION**

By: \_\_\_\_\_  
Sharon Lencowski or successor, Chair

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

Approved as to form:

\_\_\_\_\_  
Assistant Dakota County Attorney/Date  
KS-  
VRW Res. No.

DRAFT

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Voice Vote

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Meeting Date: 6/13/2024

Prepared by: Ashley Gallagher

**PURPOSE/ACTION REQUESTED:**

Execute sub-agreement with Cannon River Watershed Joint Powers Organization (CRWJPO) for the delivery of Watershed Based Implementation Funding (WBIF).

**SUMMARY:**

The CRWJPO is formed through a Joint Powers Agreement which allows the partners to work together to implement the Watershed Plan. However, in BWSRs last review of WBIF grant funds, it was strongly suggested to have members enter into sub-agreements with the CRWJPO. This sub-agreement provides details on contracting and protects the CRWJPO if a member over-encumbers funds.

Dakota SWCD has not had high-priority areas for implementation or has utilized CRWJPO WBIF for projects. However, staff recommends having the agreement in place in case future opportunities arise.

**EXPLANATION OF FISCAL/FTE IMPACT:**

None.

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**Supporting Documents:**

Sub-Agreement between Dakota SWCD and CRWJPO

**Previous Board Action:**

None



## Cannon River Watershed Joint Powers Organization Sub-Agreement for Watershed Based Implementation Funding

### A SUB-AGREEMENT BETWEEN CANNON RIVER WATERSHED JOINT POWERS ORGANIZATION AND

COUNTY SOIL AND WATER CONSERVATION DISTRICT

WBIF Recipient: Cannon River Watershed Joint Powers Organization

Sub-Recipient:  County Soil and Water Conservation District

#### **I. Statement of Purpose**

The purpose of this AGREEMENT is to clarify the roles and the responsibilities of the Cannon River Watershed Joint Powers Organization (CRWJPO) entities concerning the delivery and implementation of the Cannon River Watershed Comprehensive Watershed Management Plan using Watershed Based Implementation Funds (WBIF) administered by the Board of Water and Soil Resources (BWSR).

#### **II. Scope of Work**

The Rice Soil and Water Conservation District (SWCD) will perform the fiscal agent duties for the CRWJPO associated with the BWSR WBIF program for the CRWJPO entities. The Rice SWCD agrees to pay WBIF grant funds to the Sub-recipient for work described in the Cannon River Comprehensive Watershed Management WBIF Grant Work plan. All activities will follow the current CRWJPO Funding Policy and use the most recent CRWJPO Ranking Spreadsheet.

#### **III. Payment and Reporting Procedures**

Payment and reporting shall follow the procedures found in the current Cannon River Watershed Joint Powers Organization Project and Practice Funding Policy.

#### **IV. Contract Clauses**

- a. Ownership – All materials prepared or developed by the Sub-recipient hereunder, including documents, notes, reports, data and samples shall become property of the CRWJPO when prepared, whether delivered to CRWJPO or not, and shall be delivered to the CRWJPO upon request. CRWJPO will be responsible for responding to any data practices requests pertaining to this data.
- b. Revisions – Any alterations to this agreement or modification shall require adoption of an amendment by both parties. This sub-agreement is intended to be a static agreement between the CRWJPO and the sub-recipient.
- c. Indemnity and hold Harmless – Sub-recipient shall indemnify CRWJPO, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state or local law or regulating the work performed hereunder or any part thereof.

Sub-recipient shall indemnify CRWJPO, its directors, officers, employees, and agents against and from loss, claims, or suits, including cost and attorney fees, for, or on account of injury, bodily or otherwise, death, of a persons, or damage to or destruction of property belonging to CRWJPO or others arising out of a negligent performance of work hereunder by the Sub-recipient. Sub-recipient shall, in no event, be liable for loss or damage attributable to CRWJPO or its representatives or agents. Sub-recipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

- d. Non-Assignment – Sub-recipient shall not assign this Agreement nor delegate or subcontract any of the work to be performed without CRWJPO's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Sub-recipient from its responsibility for the performance of any of its obligations hereunder.
- e. Complete Agreement – This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.
- f. Independent Contractor Status – Sub-recipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Sub-recipient will be responsible for any federal, state taxes applicable to this payment. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Sub-recipient employees, shall accrue to CRWJPO or its employees performing services under this Agreement.
- g. Worker Health, Safety and Training – Sub-recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this contract. Sub-recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Sub-recipient shall ensure all personnel of Sub-recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this contract. Sub-recipient 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 the Sub-recipient.
- h. Legal Compliance - Sub-recipient and CRWJPO shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

- i. Data Privacy – For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by the Sub-recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
- j. Business Records - Sub-recipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the Sub-recipient’s profession. Sub-recipient shall maintain such records for at least 6 years from the date of services or payment were last provided or made longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. CRWJPO shall have the right to audit and review all such documents and records at any time during the Sub-recipient’s regular business hours or upon reasonable notice. CRWJPO and either the Legislative Auditor of the State of Minnesota pursuant to Minnesota Statute 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.
- k. Force Majeure – Neither party shall be held responsible for the delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party’s reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- l. Waiver – The failure of CRWJPO or the Sub-recipient to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- m. Notices – All official notices, shall be sufficiently given when hand-delivered, emailed or mailed, certified-mail, postage prepaid, to the parties at their respective places of business as set forth below:

Cannon River Watershed Joint Powers Organization: 302 1<sup>st</sup> Ave NW, Faribault, MN 55021  
Emmie.scheffler@riceswcd.org

SWCD: address

- n. Interpretation, Jurisdiction and Venue – All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of



action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

- o. Severability – The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in a conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- p. Agreement to Mediate Disputes – In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to dispute may give written notice to the other party of his/her desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within 7 days after a party has given notice of the desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator. The parties further agree to share equally the cost of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.
- q. Default and Termination – Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this agreement, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.
- r. Merger Clause – This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements, and representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

#### **V. Agreement Effective Date**

This agreement is effective upon execution of both parties.

Approved and Accepted for:

WBIF Recipient

\_\_\_\_\_  
*CRWJPO*  
*Board Chairperson*

*Date* \_\_\_\_\_

For the Sub-recipient        SWCD

\_\_\_\_\_  
       *SWCD*  
*Board Chairperson*

*Date* \_\_\_\_\_