



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

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

Meeting Room 1 – Dakota County Extension and Conservation Center

4100 220th Street Farmington, MN 55024

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

CONSENT AGENDA

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

5. Approval of June 13, 2024 Meeting Minutes
6. Approval of July 11, 2024 Accounts Payable
7. Acceptance of the June 2024 Finance Report

REGULAR AGENDA

8. Authorization to Provide Final Payment to Thomas Irving Dodge Nature Center for the Installation of Manure Management Practices. Action
9. Authorization to Execute Contract with the Minnesota Department of Natural Resources for Conducting Groundwater Level Monitoring Services Action
10. 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
11. Upcoming Events
 - July 17, 2024 Lower Minnesota River Watershed District Meeting
Chaska City Hall, Once City Hall Plaza 2nd Floor – 7:00 p.m.
 - July 17, 2024 North Cannon River Watershed Management Organization Tour and Meeting
Tour – Chub Creek at Dixie Ave in Randolph – 6:00 p.m.
Meeting – Hampton Townhall, 5450 260th Street East, Randolph – 7:00 p.m.

- July 17, 2024 Black Dog Watershed Management Organization Meeting
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
- July 25, 2024 Vermillion River Watershed Joint Powers Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 1:00 p.m.
- July 30, 2024 Hastings Party in the Park – SWCD Booth with Vermillion/Dakota County
Levee Park, 20 Ramsey St, Hastings – 5:30-8:00 p.m.
- July 31, 2024 Cannon River Agricultural Collaborative Soil Health Bus Tour (RSVP Required)
Twin Oaks Farm, 8391 Hall Ave, Northfield – 9:30 a.m-3:30 p.m.
- August 4, 2024 Cannon River Watershed JPO Meeting and Tour
Goodhue County – Location and Time TBD
- August 8, 2024 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.

12. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, June 13, 2024

9:00 a.m.

4100 220th 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:

Ashley Gallagher
Pam LaValle
Chris Houston
Brian Watson

Others Present:

Brian Wisdorf, DCAO
Brad Becker, Dakota County
Nikki Stewart, Dakota County
Valeria Neppl, Dakota County

1. Call to Order and Roll Call

Chair Chamberlain called the meeting to order at 9:05 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. Introduction of new employee Chris Houston, Administrative Specialist.

Chris Houston provided a brief introduction.

5. Approval of Agenda

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

CONSENT AGENDA

6. Approval of May 09, 2024 Meeting Minutes

The May 09, 2024 meeting minutes were presented.

7. Approval of May 23, 2024 Meeting Minutes

The May 23, 2024 meeting minutes were presented.

8. Approval of June 13, 2024 Accounts Payable

The June 2024 accounts payable were presented.

9. Acceptance of the May 2024 Finance Report.

The May Finance Report was presented.

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

REGULAR AGENDA

10. Authorization to Provide Final Payment to Carol Leifeld for Installation of Grassed Waterway.

Construction of the grassed waterway for the Carol Leifeld contract in Hampton Township, Cannon River Watershed is complete and has been certified by staff. The project was approved for funding at the March 14, 2024 Board meeting at 85% cost share not to exceed \$12,070.

24.062 Motion by Zanmiller, second by Johnson to provide final payment of \$9,962.58 to Carol Leifeld (24-IPP-02) for Installation of Grassed Waterway. Project funds are available through our FY23 Cannon River Watershed Based Implementation Grant with the Minnesota Board of Water and Soil Resources (BWSR). Members voting in favor: Chamberlain, Dee, Johnson, Raney, and Zanmiller. Motion carried.

11. Authorization to Provide Final Payment to Dan Strauss for Installation of Native Prairie with Pollinator Habitat.

Construction of the 2.5 Acre native prairie with pollinator habitat for the Dan Strauss contract in Hampton Township, Cannon River Watershed is complete and certified by staff. The project was approved for funding at the April 11, 2024 Board meeting at 85% cost share not to exceed \$5,610.

24.063 Motion by Dee, second by Johnson to provide final payment of \$3,510.50 to Dan Strauss (24-IPP-29) for Installation of Native Prairie and Pollinator Habitat. Project funds are available through our FY22 Drinking Water Protection Project grant and the Dakota County Capital Improvement Program (CIP). Members voting in favor: Dee, Johnson, Raney, Zanmiller, and Chamberlain. Motion carried.

12. Authorization to Execute Contract with Anna Brenna for installation of Native Prairie with Pollinator Habitat.

Anna Brenna is proposing to install a 0.5-acre native prairie with pollinator habitat in Inver Grove Heights, Vermillion River Watershed. The total eligible costs of the project are estimated at \$2,600. Staff is recommending approval at 85% cost share not to exceed \$2,000. Project funds are available through the Dakota County Capital Improvement Program (CIP).

24.064 Motion by Raney, second by Johnson to execute contract with Anna Brenna (24-IPP-34) not to exceed \$2,000 for installation of Native Prairie with Pollinator Habitat. Members voting in favor: Johnson, Raney, Zanmiller, Chamberlain, and Dee. Motion carried.

13. Authorization to Execute Joint Powers Agreement with Multiple Partners for a Water Conservation and Landscaping for Clean Water Marketing Campaign.

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. 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. Total contract amount for the services to be provided is \$95,080. The Dakota SWCD and WMO's are contributing \$7,500 each; the County and VRWJPO are contributing \$10,000 each; the remaining \$50,000 will be covered by a grant from the Minnesota Department of Health

24.065 Motion by Johnson, second by Raney to execute Joint Powers Agreement with multiple partners for a Water Conservation and Landscaping for Clean Water Marketing Campaign. Members voting in favor: Raney, Zanmiller, Chamberlain, Dee, and Johnson. Motion carried.

14. Authorization to Execute Sub-Agreement with the Cannon River Watershed Joint Powers Organization for the Delivery of Watershed Based Implementation Funding.

The CRWJPO is formed through a Joint Powers Agreement which allows the partners to work together to implement the Watershed Plan. This sub-agreement provides details on contracting and protects the CRWJPO if a member over-encumbers funds.

24.066 Motion by Johnson, second by Raney to execute Sub-Agreement with the Cannon River Watershed Joint Powers Organization for the delivery of Watershed Based Implementation Funding. Members voting in favor: Zanmiller, Chamberlain, Dee, Johnson and Raney. Motion carried.

15. Announcements and Reports

Natural Resources Conservation Service

No report provided.

Dakota County

The Dakota County report was provided by Valerie Nepl. Nepl provided an intern update, grant, and ACRE program update. Nepl, Becker and Stewart expressed thanks to Brian for his years of service.

Vermillion River Watershed Joint Powers Organization

No report provided.

Cannon River Watershed Joint Powers Board

No report provided.

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 board met on June 12th and Tom Gile, MN Board of Water and Soil Resources presented on Soil Health. Zanmiller promoted attendance at the upcoming SWCD Governance 101 program.

Gallagher provided an area 4 meeting update.

District Managers Report

Gallagher provided a staffing update.

Board of Supervisors Announcements

Chamberlain reported he attended the Lawns re-imagined workshop and said it was fantastic workshop.

Minnesota Board of Water and Soil Resources

No report provided.

16. Upcoming Events

The upcoming events were reviewed.

17. Adjourn

24.067 Motion by Zanmiller, second by Johnson to adjourn. Motion carried.

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

Respectfully submitted,

Bruce Johnson
Secretary

**Dakota County SWCD
Balance Sheet
June 2024**

7. June 2024 Finance Report

ASSETS:

Checking , Savings, CD	\$	1,660,410.54	
Total Cash:			\$ 1,660,410.54

Accounts Receivable:

BWSR - FY21 Cannon River	Q4 2023	\$	19,871.86	
Dakota County	Q1 2024 Services	\$	54,845.53	
Total Accounts Receivable:				\$ 74,717.39

Prepaid Items			\$ -
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TOTAL ASSETS:			\$ 1,735,127.93
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LIABILITIES AND EQUITY:

Current Liabilities

Payroll Liabilities	\$	-	
Sales Tax Payable	\$	135.78	
			\$ 135.78

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	\$	9,530.63	
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	\$	51,681.02	
State Cost Share 2023	\$	22,054.00	
WBIF 2021 Cannon River	\$	(818.00)	
WBIF 2022 Cannon River	\$	83,007.19	
WBIF 2021 Miss River East	\$	(282.00)	
WBIF 2023 Vermillion River	\$	21,849.50	
WBF 2022 Black Dog	\$	24,444.00	
WBF 2022 Eagan-IGH	\$	27,069.00	
DC Natural Resources Block Grant	\$	41,565.50	
DC Operating Allocation	\$	190,651.04	
WOMP Deferred	\$	(1,452.28)	
Total Unearned Revenue			\$ 1,053,311.97

Total Liabilities:			\$ 1,053,447.75
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Fund Balance Beginning of Year			\$ 846,126.15
YTD Net Income/loss			\$ (164,445.97)
Fund Balance End of Current Period			\$ 681,680.18

TOTAL LIABILITIES AND EQUITY:			\$ 1,735,127.93
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**Dakota County SWCD
Income and Expense Summary
June 2024**

	Current Month	Year to Date
Income		
County Revenues	\$ 31,775.16	\$ 259,852.49
State Revenues	\$ 16,453.46	\$ 209,978.95
Local Revenues	\$ -	\$ 100,090.43
Interest Earnings	\$ 7,412.78	\$ 22,328.83
Charges for Services	\$ 2,400.00	\$ 9,461.11
Tree Program Revenues	\$ -	\$ 36,083.88
Total Income	\$ 58,041.40	\$ 637,795.69
Expense		
County Expenses	\$ 463.70	\$7,121.03
State Expenses	\$ 14,278.86	\$47,614.29
Local Expenses	\$ 3,891.69	\$38,205.19
Operating Expenses	\$ 1,949.94	\$36,283.24
Payroll/Personnel Expenses	\$ 112,448.15	\$647,347.88
Project Expenses	\$ 233.72	\$944.44
Tree Program Expenses	\$ 212.46	\$24,725.59
Total Expense	\$ 133,478.52	\$ 802,241.66
Net Income	<u>\$ (75,437.12)</u>	<u>\$ (164,445.97)</u>

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 7/11/2024

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Provide final payment of \$12,325 to Thomas Irving Dodge Nature Center for the installation of manure management practices.

SUMMARY:

Thomas Irving Dodge Nature Center (commonly known as Dodge Nature Center) has completed a 500 square foot concrete pad and diversion 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 also included some land grading to better direct potential runoff away from wetlands and towards an existing field.

The project was approved for funding at the April 11, 2024 Board meeting at 85% cost share not to exceed \$12,325 and based on a cost estimate of \$14,500.

Project installation has been certified by NRCS staff. Final eligible expenses were \$14,896.55. Staff is recommending final payment of \$12,325 (not to exceed amount) to Thomas Irving Dodge Nature Center.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

24-IPP-01 Dodge Nature Center Factsheet

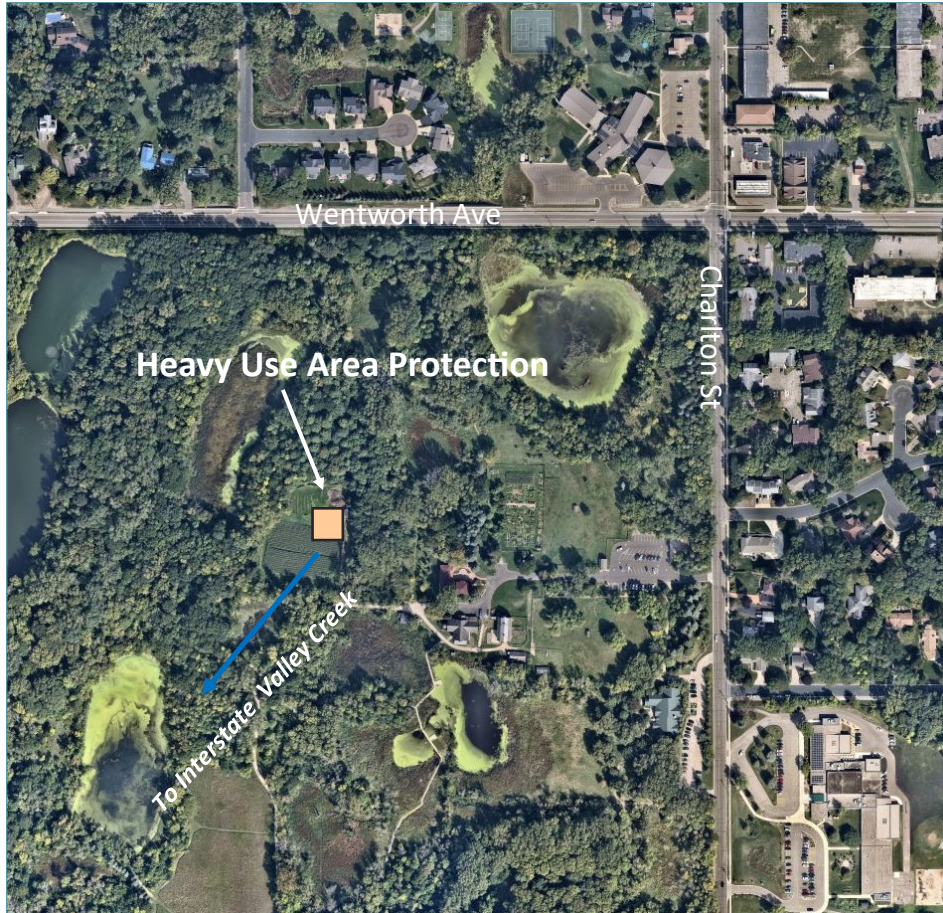
Previous Board Action:

Motion 24.029 on 4/11/24

Authorization to Execute Contract



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

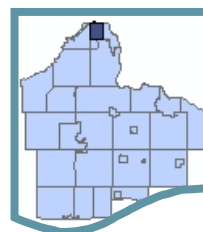
PROJECT: A 510 square foot concrete pad was constructed adjacent to an existing covered manure storage building. The pad will improve manure handling, limit erosion caused by equipment operation, and help reduce risk of excess nutrients infiltrating to ground water. The project also included grading to direct any potential runoff away from wetlands and towards a crop field.

FUNDING:	Project Cost:	\$14,897
	Cost Share Amount:	\$12,325
	Landowner Amount	\$2,572



LOCATION:

West St. Paul





Closeup aerial showing the existing structure on the right and the small crop field where runoff will be directed.



Photo from initial site visit showed unused manure storage due to small area and muddy conditions.



The concrete crew installed and leveled a compacted base in preparation for concrete.



Concrete was poured and reinforced with rebar.



Concrete pad was allowed to cure before removing forms.



A diversion was constructed to direct any runoff from the pad towards the crop field.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 7/11/2024

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

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

SUMMARY:

The DNR has provided a FY25 Joint Powers Agreement (JPA) to conduct groundwater level measurements at various observation wells in Dakota County. The term of the agreement is July 1, 2024 to June 30, 2025.

Per this contract, 38 observation wells will be monitored at various intervals. The work plan includes a total of 157 well readings; and payment to the SWCD would be \$60 for each successful on-line submittal of data not to exceed \$5,880. The contract does allow for additional payments up to \$720 should they request more readings, for a total contract amount not to exceed \$6,600.

Changes from the previous year’s contract relate to the reimbursement rate and number of wells. The rate has increased from \$30 to \$60 per well; and one well was added at a Lebanon Hills location. Actual staff costs to perform these well readings in recent years have been between \$7,000 and \$8,000. For the 2024 agreement, Dakota County Groundwater agreed to supplement the DNR contract with \$2,500. With the updated rate from the DNR, the supplement coverage needed is less. However, we can still charge for services through our existing 5-year joint powers agreement with Dakota County. The County agreement has \$18,000 for a variety of tasks under Groundwater Monitoring and Plan Implementation Support. It is anticipated that a maximum of \$1,500 would be needed from Dakota County to supplement the DNR agreement.

EXPLANATION OF FISCAL/FTE IMPACT:

The revenue generated from this DNR contract, or provided through Dakota County, will be incorporated into the 2025 staff work plans.

Supporting Documents:

DNR Joint Powers Agreement

Previous Board Action:

None



State of Minnesota Joint Powers Agreement

SWIFT Contract No.: 251252

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

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The state is in need of groundwater level monitoring of thirty-eight (38) observation wells located within Dakota County.

Agreement

1. Terms of Agreement

1.1 Effective date: July 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later

1.2 Expiration date: June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement Between the Parties

State duties:

The State will provide monitoring protocol training and monitoring equipment which will include: a groundwater level measuring device and if applicable a pressure transducer data connection cable and a device for the downloading of pressure transducer data.

Field measurement recording sheets or credentials for access to mobile data submittal will be provided by the State and are to be filled out during each site visit and submitted on-line at the time of data uploading. An invoice form for the work will also be provided by the State near the end of the fiscal year.

Governmental Unit duties:

Perform four (4) field visits at equally spaced time intervals unless otherwise noted over the year to observation well as described in Attachment A, which is attached and incorporated into this agreement. **DO NOT PERFORM MEASUREMENTS PRIOR TO THE EXECUTION OF THE CONTRACT.**

During all field visits the governmental unit will:

- Measure and record the water level in the observation wells to an accuracy of one hundredth of a foot.
- Record the date and time of measurement to the nearest minute always in local time, from the wells as described in Attachment A.
- Submit measured data to Minnesota Department of Natural Resources Observation Well Database within 5 (five) business days of measurement date.

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

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

Governmental Unit's duties are complete when measured water levels are submitted with appropriate date and time, and if applicable downloaded logger data successfully submitted on-line via the DNR observation well database.

Guidance on such submission will be provided by the State.

Schedule for Governmental Unit's completion of duties. All data must be submitted as defined above. If they are not submitted on this schedule than a notification will be sent to the governmental unit requesting completion. If duties are not complete by specified deadlines, payment will be withheld.

3. Payment

The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

The Governmental Unit will be paid \$60.00 for each successful on-line submittal of data, not to exceed \$5,880.00. Payment will be for each authorized observation well or a single payment for a nest of wells as indicated in Attachment A.

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

The total obligation of the State under this Agreement will not exceed \$6,600.00.

Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely, upon completion of services and no later than July 11, 2025.

Invoices will be submitted to:

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

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

4. Authorized Representatives

The State's Authorized Representative is Joy Loughry, Supervisor Water Monitoring and Surveys Unit, 325 Randolph Ave S., St. Paul, MN 55102, 651-539-2109, or his/her successor.

The Governmental Unit's Authorized Representative is Ashley Gallagher, District Manager, at the following business address and telephone number: 4100 220nd St W Suite 102, Farmington, MN 55024 651-480-7781 or his/her successor. If the Authorized Representative changes at any time during this Contract, the Authorized Representative must immediately notify the State., or his/her successor.

5. Assignments, Amendments, Waiver, and Contract Complete.

5.1 Assignment.

The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

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

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Government Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability.

Each party shall be responsible for claims, losses, damages, and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The Parties' liability shall be governed by the Minnesota Tort Claims Act (Minn. Stat. § 3.736). Nothing in this Contract 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. Liability of the County and the City is governed by Minnesota Statutes chapter 466.

7. State Audits.

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

8. Government Data Practices.

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

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

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.


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

Signatures

1. STATE ENCUMBRANCE VERIFICATION

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

Print Name: Felicia Barnes

Signature: 

DocuSigned by:

650F68633C8A413...

Title: Accounting Officer Date: June 26, 2024

SWIFT Contract No: 251252/3000257244

3. STATE AGENCY

(With delegated authority)

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Governmental Unit

Print Name: Ashley Gallagher

Signature: _____

Title: District Manager Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

ATTACHMENT -A-

Observation Wells to be monitored by the Dakota Soil & Water Conservation District during FY2025 (July 1, 2024 through June 30, 2025)				
MDH Unique #	OBWELL ID #	Name	Nested Well	OTT Data Logger
207650	19007	OPDC at Randolph, RANDOLPH FIRE HALL Measured four times per year, once each in March, June, September, December.	-	-
243739	19008	OPDC at Hastings, JOHN CONZEMIUS Measured four times per year, once each in March, June, September, December.	-	-
243746	19015	QWTA at Rosemount, USGS PINE BEND CEMETERY Measured four times per year, once each in March, June, September, December.	-	Y
243754	19029	OPDC nr Miesville, RAINER KIMMES Measure five times per year, once each in September, October, November, March and April.	-	-
243769	19051	QBAA nr New Trier, AL WAGNER JR. Measure five times per year, once each in September, October, November, March and April.	-	-
170885	19058	OPDC nr Rosemount, ROSEMOUNT RESEARCH FARM Measured four times per year, once each in March, June, September, December.	-	-
243772	19060	OPDC nr Randolph, ENDRES FARMS Measure five times per year, once each in September, October, November, March and April.	-	-
120158	19062	OPCJ nr Cannon Falls, CONZEMIUS SIEBEN STOUDT Measure five times per year, once each in September, October, November, March and April.	-	-
243774	19063	OPDC at Rosemount, HENRY FOX Measure five times per year, once each in September, October, November, March and April.	-	-
243775	19064	OPDC nr Farmington, LOUIS JUENKE Measure five times per year, once each in September, October, November, March and April.	-	-
243778	19067	QWTA at Hastings, LAKE ISABELLE 1A Measured four times per year, once each in March, June, September, December.	-	Y
227972	19070	QWTA nr Coates, SITE 2 DEEP Measured four times per year, once each in March, June, September, December.	-	Y
769458	19081	CMTS nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
708369	19082	QWTA nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
779932	19083	OPDC nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
779931	19084	CJDN nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y
779930	19085	CWOC nr Farmington, Vermillion River WMA well nest Measured four times per year, once each in March, June, September, December.	N2	Y

ATTACHMENT -A- (continued)

Observation Wells to be monitored by the Dakota Soil & Water Conservation District during FY2025 (July 1, 2024 through June 30, 2025)				
MDH Unique #	OBWELL ID #	Name	Nested Well	OTT Data Logger
783608	19086	CMTS at Eagan, Lebanon Hills MTS Measured four times per year, once each in March, June, September, December.	N3	Y
789966	19087	OPDC at Eagan, Lebanon Hills PDC Measured four times per year, once each in March, June, September, December.	N3	Y
800955	19088	CMTS nr Miesville, Miesville Ravine Reginal Park Measured four times per year, once each in March, June, September, December.	N6	Y
799887	19091	CTCG nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	N6	Y
799886	19092	CJDN nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	N6	Y
799885	19093	OPOD nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	N6	Y
767130	19094	OPOD at Lakeville, Lakeville impound lot Measured four times per year, once each in March, June, September, December.	N1	Y
767131	19095	CJDN at Lakeville, Lakeville impound lot Measured four times per year, once each in March, June, September, December.	N1	Y
216228	19096	OPDC at Empire Township Town Hall Measured four times per year, once each in March, June, September, December.	-	Y
804400	19097	CJDN nr Eureka, Chub Lake WMA-Jordan Measured four times per year, once each in March, June, September, December.	N4	Y
804399	19098	OPDC nr Eureka, Chub Lake WMA-Prairie du Chien Measured four times per year, once each in March, June, September, December.	N4	Y
809288	19099	QWTA at Empire Township Measured four times per year, once each in March, June, September, December.	N8	Y
812241	19100	CJDN at Empire Township Measured four times per year, once each in March, June, September, December.	N8	Y
813731	19101	OPDC at Empire Township Measured four times per year, once each in March, June, September, December.	N8	Y
812238	19102	OPCJ at Farmington, Prairie View Park Measured four times per year, once each in March, June, September, December.	-	Y
767144	19103	OPDC nr Cannon Falls, Miesville Park S nest Measured four times per year, once each in March, June, September, December.	N7	Y
767145	19104	CJDN nr Cannon Falls, Miesville Park S nest Measured four times per year, once each in March, June, September, December.	N7	Y

ATTACHMENT -A- (continued)

Observation Wells to be monitored by the Dakota Soil & Water Conservation District during FY2025 (July 1, 2024 through June 30, 2025)				
MDH Unique #	OBWELL ID #	Name	Nested Well	OTT Data Logger
806093	19105	CJDN nr New Trier, Dubbels aquifer test well nest Measured four times per year, once each in March, June, September, December.	N5	Y
806094	19106	OPDC nr New Trier, Dubbels aquifer test well nest Measured four times per year, once each in March, June, September, December.	N5	Y
229948	19107	OPSH nr Miesville, Miesville Ravine Regional Park Measured four times per year, once each in March, June, September, December.	-	Y
870215	19108	CJDN at Eagan, Lebanon Hills CJDN Measured four times per year, once each in March, June, September, December.	N3	Y

Total number of wells monitored = 38

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