



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

Thursday, March 13, 2025 - 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 February 13, 2025 Meeting Minutes
6. Approval of March 13, 2025 Accounts Payable
7. Acceptance of the December 2024 Finance Report
8. Acceptance of the January 2025 Finance Report
9. Acceptance of the February 2025 Finance Report
10. Authorization to Execute Joint Powers Agreement with Nininger Township for 2025-2027 Services
11. Authorization to Amend Contract with Rotty Farms for Soil Health Practices
12. Authorization to Amend Contract with Andrew and Angela Mulvihill for Soil Health Practices

REGULAR AGENDA

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|---|-------------|
| 13. Authorization to Execute Contract with LimnoTech for Chub Lake Management Plan | Action |
| 14. Authorization to Execute Grant Agreement with Pollution Control Agency for Water Monitoring | Action |
| 15. Authorization to Execute Grant Agreement with Metropolitan Council for Water Monitoring | Action |
| 16. Authorization to Submit Grant Application to Minnesota Department of Health for ACRE Activities | Action |
| 17. Authorization to Submit FY24-25 Watershed Based Implementation Funding Grant Workplans and Execute Agreements | Action |
| 18. Adopt 2024 Dakota SWCD Annual Report | Action |
| 19. Cannon River Watershed Joint Powers Organization 2024 Annual Report | Information |
| 20. Announcements and Reports
Natural Resources Conservation Service
Dakota County | |

Vermillion River Watershed Joint Powers Board
Cannon River Watershed Joint Powers Board
Metropolitan Conservation Districts Joint Powers Board
Minnesota Association of Soil and Water Conservation Districts
District Managers Report
Board of Supervisor Announcements

21. Upcoming Events

March 19, 2025	Black Dog Watershed Management Organization Meeting Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
March 20, 2024	Lower Minnesota River Watershed District Meeting Carver County Government Center, 602 East 4 th St, Chaska – 7:00 p.m.
March 22, 2025	Spring Township Officers Meeting Extension and Conservation Center, 4100 220 th Street West, Farmington - 9:00 a.m.
March 27, 2025	Vermillion River Watershed Joint Powers Board Meeting Extension and Conservation Center, 4100 220 th Street West, Farmington - 1:00 p.m.
April 7, 2025	Minnesota Association of Soil and Water Conservation Districts – Metro Area Meeting Cabela's, 20200 Rogers Dr, Rogers – 9:00 a.m.
April 9, 2025	Lower Mississippi River Watershed Management Organization Meeting Fleming Field, 1725 Henry Ave, South St. Paul – 3:00 p.m.
April 10, 2025	Dakota County Soil and Water Conservation District Board Meeting Extension and Conservation Center, 4100 220 th Street West, Farmington – 9:00 a.m.

22. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, February 13, 2025

9:00 a.m.

4100 220th Street W, Suite 102
Farmington, Minnesota

Board Members Present:

Kevin Chamberlain, Chair
Laura Zannmiller, Vice Chair
Jayne Hager Dee, Treasurer
Bruce Johnson, Secretary
Brian Raney, Public Relations Officer

SWCD Staff Present:

Ashley Gallagher
Pam LaValle
Curt Coudron
Elizabeth Asendorf

Others Present:

Brian Wisdorf, DCAO
Valerie Neppl, Dakota County
Matthew Belanger, Dakota County
Matt Lundberg, NRCS

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

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

5. Presentation on ACRE - Matthew Belanger, Dakota County Groundwater Unit.

6. Introduction of New Staff

Gallagher introduced Elizabeth Asendorf, Resource Conservations. Asendorf provided a brief introduction.

CONSENT AGENDA

7. Approval of January 9, 2025 Meeting Minutes

The January 9, 2025 meeting minutes were presented.

8. Approval of February 13, 2025 Accounts Payable

The February 2025 accounts payable were presented.

9. Authorization to Enter into Engagement Letter with Peterson Company LTD for conducting 2024 Financial Audit.

Engagement letter with Peterson Company LTD for 2024 Financial Audit was presented.

25.016 Motion by Dee, second by Zanmiller 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 Lori Stein for Installation of Water and Sediment Control Basin.

Lori Stein has completed the reconstruction of two water and sediment control basins in Hampton Township, Cannon River Watershed and has been certified by staff. The project was approved for funding at the October 10, 2024 Board meeting with an incentive payment not to exceed \$7,310.

25.017 Motion by Raney, second by Johnson to provide final payment of \$4,429.07 to Lori Stein (24-IPP-62) for reconstruction of two water and sediment control basins. Project funds are available through our FY23 Cannon River Watershed Based Implementation Funding 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 submit a Request for Inquiry (RFI) for Soil Health Practices.

This is phase 3 of the state soil health grants and includes federal funds through the Regional Conservation Partnership Program (RCPP) and Clean Water Funds (CWF). All eligible counties are allocated an initial \$180,000 of which \$30,000 can go towards technical assistance. Additional funding is available to grantees each month if 80% of the initial allocation is encumbered. No match is required.

25.018 Motion by Dee, second by Johnson to submit a request for inquiry for soil health practices. All members voting in favor.

12. Adopt 2025 Cost Share Policy.

The 2025 cost share policies were presented. Based on discussions at the Policy Committee meeting, current cost-share programs offered are recommended to remain for 2025. The six cost share programs available to residents and landowners of Dakota County would include:

1. Lawns Reimagined (LRI)
2. Citizen Conservation Stewards (CCS)
3. Conservation Initiative Funding (CIF)
4. Community Conservation Partnership (CCP)
5. Landscaping for Clean Water (LCW)
6. Incentive Payment Practices (IPP)

Highlights of proposed cost share changes for 2025 include:

- Adding policy language that outlines priorities and ranking criteria to be used for soil health applications.
- Updating in-kind labor rates.
- Aligning IPP application deadlines for structural, vegetative, soil health, and native prairie applications to facilitate ranking of cost share applications.
- Increasing per-acre rates for implementing harvestable covers.
- Allowing establishment activities to be included in eligible expenses for native prairie restorations.

25.019 Motion by Zanmiller, second by Johnson to adopt the 2025 Cost Share Policy. All members voting in favor. Motion carried.

13. Announcements and Reports

Natural Resources Conservation Service

The Natural Resources Conservation Service program report was provided by Matt Lundberg. Lundberg provided a program update.

Dakota County

The Dakota County report was provided by Valerie Neppl. Neppl provided a program update on groundwater awareness week.

Cannon River Watershed Joint Powers Board

The Cannon River Watershed report was provided by Kevin Chamberlain. Kevin provided a summary of the February meeting. Next meeting is May 7th.

Vermillion River Watershed Joint Powers Organization

No report provided.

Metropolitan Conservation Districts Joint Power Board

No report provided. Next meeting February 26, 2025.

Minnesota Association of Soil and Water Conservation Districts

Gallagher reported March 4, 2025 is the legislative briefing and March 5, 2025 is Day at the Capital. The Area 4 meeting schedule for 2025 is included in your packets.

District Managers Report

No report provided.

Board of Supervisors Announcements

No report provided.

14. Upcoming Events

The upcoming events were reviewed.

15. Adjourn

25.020 Motion by Zanmiller, second by Johnson to adjourn. All members voting in favor. Motion carried. The meeting was adjourned at 10:00 a.m.

Respectfully submitted,

Bruce Johnson
Secretary

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 3/13/2025

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Acceptance of December 31, 2024 Finance Report

SUMMARY:

Staff have completed financial transactions for calendar year 2024 including submittal of invoices under our charges for service agreements with other local units of government and submitting financial reports under State grant agreements.

For calendar year 2024 we adopted a balanced budget of \$2,274,454. Our actual revenue for 2024 was \$2,136,313 and our net expenses was \$2,026,022 leaving a \$110,290 surplus.

Our fund balance as of December 31, 2024 is \$1,124,372. The Board established policy in 2019 to retain an unrestricted fund balance that would support operations for 6 to 10 months. We began 2024 with an unrestricted fund balance of 7.8 months. Our fund balance to begin 2025 has now increased to 8.4 months and is within Board policy.

EXPLANATION OF FISCAL/FTE IMPACT:

None at this time.

Supporting Documents:

Balance Sheet – December 2024

Income and Expense Summary – December 2024

Previous Board Action:

N/A

**Dakota County SWCD
Balance Sheet
December 2024**

ASSETS:

Checking , Savings, CD	\$ 1,425,460.70	
Total Cash:		<u>\$1,425,460.70</u>

Accounts Receivable:

Black Dog	Q3 & Q4 Services	\$ 12,025.00	
BWSR	WBIF: FY21 CR, FY23 CR, FY23 MR, & FY2	\$ 58,899.56	
Cannon River Watershed JPO	Q4 2024 Services	\$ 2,593.49	
City of Eagan	Q4 2024 Services	\$ 5,082.50	
DC VRW JPO	Q4 2024 Services	\$ 53,341.22	
Dakota County	Q4 2024 Services	\$ 150,543.03	
Eagan-Inver Grove Heights WMO	Q4 2024 Services	\$ 13,180.52	
LMR WMO	Q4 2024 Services	\$ 12,324.39	
LMR - CPLG FY22 Seidl Lake	Q4 2024 Services	\$ 1,740.50	
LMR FY21 WBIF	Q4 2024 Services	\$ 7,786.50	
Lower MN WD	Q4 2024 Services	\$ 4,085.00	
MCD - MAWQCP	Q4 2024 Services	\$ 605.00	
MCD - Eng & TA	Q4 2024 Services	\$ 11,978.50	
MCD Hosting	Q4 2024 Services	\$ 3,100.00	
MDA NFMP	Q4 2024 Services	\$ 250.00	
Met Council Womps	Q4 2024 Services	\$ 14,400.00	
North Cannon WMO	Q4 2024 Services	\$ 19,449.10	
Total Accounts Receivable:			<u>\$ 371,384.31</u>

Prepaid Items	<u>\$ 3,462.28</u>
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TOTAL ASSETS:	<u><u>\$ 1,800,307.29</u></u>
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LIABILITIES AND EQUITY:

Current Liabilities

Payroll Liabilities	\$ 93,850.50	
Due Dakota County - IVC	\$ 67,500.00	
Sales Tax Payable	\$ 3.78	
		<u>\$ 161,354.28</u>

Unearned Revenue:

Buffer Law Funds 2025	\$ 15,914.50	
Conservation Contracts 2024	\$ 3,288.00	
Conservation Contracts 2025	\$ 24,843.00	
Conservation Delivery 2024	\$ 8,815.77	
Conservation Delivery 2025	\$ 21,240.00	
IVC Streambank Stabilization	\$ 205,461.50	
Soil Health Partnership	\$ 61,704.50	
Soil Health Delivery	\$ 29,840.00	
DC Drinking Water PP 2022	\$ 15,467.52	
WBIF 2022 Cannon River	\$ 38,830.43	
WBF 2022 Black Dog	\$ 17,675.77	
WBF 2022 Eagan-IGH	\$ 22,707.50	
DC Natural Resources Block Grant	\$ 48,793.00	
Total Unearned Revenue		<u>\$ 514,581.49</u>

Total Liabilities:	<u><u>\$ 675,935.77</u></u>
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Fund Balance Beginning of Year	\$ 1,014,081.02
YTD Net Income/loss	\$ 110,290.50
Fund Balance End of Current Period	<u>\$ 1,124,371.52</u>

TOTAL LIABILITIES AND EQUITY:	<u><u>\$ 1,800,307.29</u></u>
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**Dakota County SWCD
Income and Expense Summary
December 2024**

	Current Month	Year to Date
Income		
County Revenues	\$207,443.77	\$866,630.58
State Revenues	\$322,129.29	\$691,586.09
Local Revenues	\$138,269.22	\$472,364.18
Interest Earnings	\$3,926.69	\$46,687.01
Charges for Services	\$3,000.00	\$20,700.00
Tree Program Revenues	\$0.00	\$38,344.99
Total Income	\$674,768.97	\$2,136,312.85
Expense		
County Expenses	\$79,195.68	\$152,640.58
State Expenses	\$165,275.18	\$253,355.74
Local Expenses	\$30,531.11	\$105,855.83
Operating Expenses	\$21,116.78	\$70,901.58
Payroll/Personnel Expenses	\$203,486.52	\$1,415,301.42
Project Expenses	\$1,159.67	\$3,241.61
Tree Program Expenses	\$0.00	\$24,725.59
Total Expense	\$500,764.94	\$2,026,022.35
Net Income	<u>\$174,004.03</u>	<u>\$110,290.50</u>

**Dakota County SWCD
Balance Sheet
January 2024**

8. January 2025 Finance Report

ASSETS:

Checking , Savings, CD	\$	1,796,828.00	
Total Cash:			<u>\$ 1,796,828.00</u>

Accounts Receivable:

BWSR	Cannon River WBF	\$	30,528.80	
BWSR	MN River South WBF	\$	16,282.00	
BWSR	Vermillion River WBF	\$	12,088.76	
Cannon River Watershed JPO	Q4 Invoices for Services	\$	2,593.49	
Compeer Financial	Soil Health Event Sponsor	\$	100.00	
DC Env Resources	Q4 Invoices for Services	\$	150,543.03	
Eagan-Inver Grove Heights WMO	Q4 Invoices for Services	\$	13,180.52	
Lower Mississippi WMO	Q4 Invoices for Services	\$	21,851.39	
Lower MN WD	Q4 Invoices for Services	\$	4,085.00	
MCD - Hosting	Q4 Invoices for Services	\$	3,100.00	
MCD - Eng & Tech Assistance	Q4 Invoices for Services	\$	11,978.50	
MCD - MAWQCP	Q4 Invoices for Services	\$	605.00	
North Cannon River WMO	Q4 Invoices for Services	\$	19,449.10	
Total Accounts Receivable:				<u>\$ 286,385.59</u>

Prepaid Items			<u>\$ -</u>
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TOTAL ASSETS:			<u><u>\$ 2,083,213.59</u></u>
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LIABILITIES AND EQUITY:

Current Liabilities

Due Dakota County	Interstate Valley Creek Grant	\$	67,500.00	\$0.00
Sales Tax Payable		\$	1,556.40	
				<u>\$ 69,056.40</u>

Unearned Revenue:

DC Drinking Water PP 2022	\$	15,467.52	
Buffer Law Funds 2025	\$	15,914.50	
Conservation Contracts 2024	\$	3,288.00	
Conservation Contracts 2025	\$	24,843.00	
Conservation Delivery 2024	\$	8,815.77	
Conservation Delivery 2025	\$	21,240.00	
IVC Streambank Stabilization	\$	205,461.50	
Soil Health Partnership	\$	149,204.50	
Soil Health Delivery	\$	29,840.00	
WBF 2022 Cannon River	\$	38,930.43	
WBF 2022 Black Dog	\$	17,675.77	
WBF 2022 Eagan-IGH	\$	22,707.50	
DC Natural Resources Block Grant	\$	48,793.00	
DC Annual Operating Allocation	\$	356,517.34	
Total Unearned Revenue			<u>\$ 958,698.83</u>

Total Liabilities:			<u><u>\$ 1,027,755.23</u></u>
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Fund Balance Beginning of Year	\$	1,124,371.52
YTD Net Income/loss	\$	(68,813.16)
Fund Balance End of Current Period	\$	1,055,558.36

TOTAL LIABILITIES AND EQUITY:		<u><u>\$ 2,083,313.59</u></u>
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Dakota County SWCD
Income and Expense Summary
January 2025

	Current Month	Year to Date
Income		
County Revenues	\$ 32,410.66	\$ 32,410.66
State Revenues	\$ -	\$ -
Local Revenues	\$ -	\$ -
Interest Earnings	\$ 184.54	\$ 184.54
Charges for Services	\$ -	\$ -
Tree Program Revenues	\$ 20,089.20	\$ 20,089.20
Total Income	\$ 52,684.40	\$ 52,684.40
Expense		
County Expenses	\$ 5,427.83	\$ 5,427.83
State Expenses	\$ (100.00)	\$ (100.00)
Local Expenses	\$ 3,600.00	\$ 3,600.00
Operating Expenses	\$ 12,538.08	\$ 12,538.08
Payroll/Personnel Expenses	\$ 95,907.86	\$ 95,907.86
Project Expenses	\$ 661.51	\$ 661.51
Tree Program Expenses	\$ 3,462.28	\$ 3,462.28
Total Expense	\$ 121,497.56	\$ 121,497.56
Net Income	<u>\$ (68,813.16)</u>	<u>\$ (68,813.16)</u>

Dakota County SWCD 9. February 2025 Finance Report
Balance Sheet
February 2025

ASSETS:

Checking , Savings, CD	\$ 1,882,443.25	
Total Cash:		<u>\$1,882,443.25</u>

Accounts Receivable:

BWSR	Cannon River WBF	\$ 30,528.80	
BWSR	MN River South WBF	\$ 16,282.00	
BWSR	Vermillion River WBF	\$ 12,088.76	
North Cannon River WMO	Q4 Invoices for Services	\$ 19,449.10	
Total Accounts Receivable:			<u>\$ 78,348.66</u>

Prepaid Items		<u>\$ -</u>
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TOTAL ASSETS:		<u>\$ 1,960,791.91</u>
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LIABILITIES AND EQUITY:

Current Liabilities

Due Dakota County	Interstate Valley Creek Grant	\$ 67,500.00	
Sales Tax Payable		\$ 2,120.74	
			<u>\$ 69,620.74</u>

Unearned Revenue:

DC Drinking Water PP 2022	\$ 15,467.52	
Buffer Law Funds 2025	\$ 15,914.50	
Conservation Contracts 2024	\$ 3,288.00	
Conservation Contracts 2025	\$ 24,843.00	
Conservation Delivery 2024	\$ 8,815.77	
Conservation Delivery 2025	\$ 21,240.00	
IVC Streambank Stabilization	\$ 205,461.50	
Soil Health Partnership	\$ 149,204.50	
Soil Health Delivery	\$ 29,840.00	
WBIF 2022 Cannon River	\$ 34,401.36	
WBF 2022 Black Dog	\$ 17,675.77	
WBF 2022 Eagan-IGH	\$ 22,707.50	
DC Natural Resources Block Grant	\$ 48,793.00	
DC Annual Operating Allocation	\$ 324,106.68	
Total Unearned Revenue		<u>\$ 921,759.10</u>

Total Liabilities:	<u>\$ 991,379.84</u>
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Fund Balance Beginning of Year	\$ 1,124,371.52
YTD Net Income/loss	\$ (154,959.45)
Fund Balance End of Current Period	\$ 969,412.07

TOTAL LIABILITIES AND EQUITY:	<u>\$ 1,960,791.91</u>
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**Dakota County SWCD
Income and Expense Summary
February 2025**

	Current Month	Year to Date
Income		
County Revenues	\$ 32,410.66	\$ 64,821.32
State Revenues	\$ 4,679.07	\$ 4,679.07
Local Revenues		\$ -
Interest Earnings	\$ 166.50	\$ 351.04
Charges for Services		\$ -
Tree Program Revenues	\$ 7,395.75	\$ 27,484.95
Total Income	\$ 44,651.98	\$ 97,336.38
Expense		
County Expenses	\$ 794.50	\$ 6,222.33
State Expenses	\$ 4,029.07	\$ 3,929.07
Local Expenses	\$ 2,732.50	\$ 6,332.50
Operating Expenses	\$ 4,746.54	\$ 17,284.62
Payroll/Personnel Expenses	\$ 118,238.30	\$ 214,146.16
Project Expenses	\$ 257.36	\$ 918.87
Tree Program Expenses	\$ -	\$ 3,462.28
Total Expense	\$ 130,798.27	\$ 252,295.83
Net Income	<u>\$ (86,146.29)</u>	<u>\$ (154,959.45)</u>

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Voice Vote

Meeting Date: 3/13/2025

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Authorize execution of joint powers agreement with Nininger Township for technical services.

SUMMARY:

Nininger Township would like to renew their agreement for services with the SWCD. Services are on an as requested basis. There has been no request during the last three-year agreement. However, Nininger ordinances reference the SWCD and therefore an agreement should be in place if services were ever needed.

Services are for technical assistance with restoration and erosion control activities in the Mississippi River Corridor Critical Area (MRCCA) but apply to all of the Township's geographical area. The MRCCA is a special state designation that provides coordinated management and protection of a 72-mile stretch of the Mississippi River Bluffs through the 7-County Metropolitan Area.

The term of the new agreement would be through December 31, 2027 and allow the SWCD to charge our Board approved hourly rate when requests are made for technical assistance. The agreement will also include a clause that allows the SWCD to refuse Township requests pending workload and staff availability.

EXPLANATION OF FISCAL/FTE IMPACT:

Anticipated revenues and staff time will be included into annual budgets and staff plans over the next three years.

Supporting Documents:

None

Previous Board Action:

N/A

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
NININGER TOWNSHIP FOR ASSISTANCE AND TECHNICAL SERVICES**

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District (SWCD) and Nininger Township (Township), both political subdivisions of the State of Minnesota and “governmental units” as that term is defined in Minn. Stat. § 471.59. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59. The SWCD and the Township are hereinafter referred to collectively as the “parties.”

NOW THEREFORE, the parties, in joint and mutual exercise of their powers, agree as follows:

1. PURPOSE. This Agreement will define the responsibilities and obligations of the SWCD and Township for ad hoc technical and assistance services to be provided by the SWCD to the Township upon the Township’s request as more fully described herein.
2. TERM. Notwithstanding the dates of signatures of the parties, this Agreement shall be in effect as of January 1, 2025 and shall remain in effect until December 31, 2027, unless earlier terminated by law or according to the provisions of this Agreement.
3. SCOPE OF SERVICES. SWCD agrees to provide the Township with technical services on an ad hoc basis for restoration and erosion control activities within the Township and the MRCCA. SWCD shall also provide technical services related to the planning, design and installation of voluntary conservation practices, or regulatory assistance associated with the Minnesota Wetland Conservation Act, on an as-needed and as-available basis, and according to the applicable staff hourly rates set annually by the SWCD.

SWCD reserves the right to refuse requests for technical services or assistance based on availability of staff time. SWCD shall provide services and assistance in a manner consistent with the care and skill normally exercised by Minnesota county conservation districts performing the same services and/or assistance under similar conditions. SWCD shall procure, at its expense, all licenses, permits or other rights needed to provide services and assistance under this Agreement. SWCD shall inform the Township of any changes in licenses or permits within 14 days of the change.

4. TIME OF PAYMENT. The Township shall make payment to the SWCD within 45 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the Township shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Township shall make payment within 45 days.
5. PAYMENT FOR UNAUTHORIZED CLAIMS. The Township may refuse to pay any claim for services or cost share contribution that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the Township from questioning the propriety of the claim. The Township reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
6. PAYMENT UPON EARLY TERMINATION. In the event this Agreement is terminated before the end of the term identified in Section 2, the Township shall pay the SWCD for technical services and assistance provided in a satisfactory manner based upon actual time spent.
7. COMPLIANCE WITH LAWS/STANDARDS. SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which SWCD is responsible.
8. INDEPENDENT CONTRACTOR STATUS. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

9. SUBCONTRACTING. The parties understand and agree that one or more of the scope of services contemplated by this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.
10. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. Said consent may be subject to conditions. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
11. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees, volunteers and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers and/or agents. The Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.
12. INSURANCE. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.
13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To SWCD:
Kevin Chamberlain or successor, Chair
Dakota County SWCD
4100 220th Street West, Suite 102
Farmington, MN 55024

To Township:
Bob Rotty, or successor, Chair
Nininger Township
7925 150th Street East
Hastings, MN 55033

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

14. LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by SWCD and the Township. The parties 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:

SWCD Liaison: Ashley Gallagher, or successor, Director
Telephone: (651) 480-7781
Email: ashley.gallagher@co.dakota.mn.us

Township Liaison: Michael G. Hamilton, Esq.
Telephone: (651) 437-8037
Email: mike@thelawoffice.com

15. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as

possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

16. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy. The Minnesota Government Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the Township, the SWCD may direct the public to the Township for access to the data.

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

17. OWNERSHIP OF WORK PRODUCT. If SWCD uses the Township's copyrighted material in performing work for this Agreement, SWCD will protect the Township's right, title and interest in the copyrighted material. Before using a third party's copyrighted material SWCD will get permission from the third-party. Where applicable, work products created by SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. The Township owns the copyright interests in the work product. The Township may use, copy and make derivative works of the same, with no duty for an accounting to SWCD. SWCD may use portions or excerpts from the materials prepared under this Agreement.

18. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

19. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other 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.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.

20. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
21. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

22. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
23. DISPOSITION OF PROPERTY. Any property purchased with Township money to perform services under this Agreement is owned by Township and will be returned by the SWCD to Township at the termination of this Agreement.
24. FINAL AGREEMENT. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.
25. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liable for Own Acts), 16 (Data Privacy), 17 (Ownership of Work Product), 18 (Records Disclosure/Retention), 21 (Minnesota Law to Govern), and 23 (Disposition of Property).

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

NININGER TOWNSHIP

By _____
Bob Rotty, Chairman
Date of Signature _____

ATTEST:

By _____
Margaret Flower, Township Clerk
Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By _____
Kevin Chamberlain or successor, Chair
Date of Signature _____

Approved as to Form:

/s/ Brian J. Wisdorf 3/3/2025
Assistant Dakota County Attorney/Date
KS-25-118
SWCD Board Motion No.25-011

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 3/13/2025

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorization to amend contract with Tom Rotty to include irrigation management for two years on his existing soil health contract.

SUMMARY:

Tom Rotty is planning to implement soil health practices on 58 acres in Nininger Township, Vermillion River Watershed through an existing soil health contract. Tom has requested to add irrigation management in 2025 and 2026.

The amendment would increase the not-to-exceed contract amount by \$560 from \$7,830 to \$8,390.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds to install the project are available through the Dakota County Capital Improvement Program (CIP) and our agreement with the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

None

Previous Board Action:

Motion 24.036 on 5/9/2024
Authorization to Execute Contract

Motion 24.094 on 10/10/2024
Authorization to Provide Partial
Payment

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 3/13/2025

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorization to amend contract with Andrew and Angela Mulvihill to include planting green in 2025 on their existing soil health contract.

SUMMARY:

Andrew and Angela Mulvihill are planning to implement soil health practices on 153 acres in Castle Rock Township, Cannon River Watershed through an existing soil health contract. Andrew and Angela have requested to add planting green in 2025.

The amendment would increase the not-to-exceed contract amount by \$1,530 from \$36,465 to \$37,995.

EXPLANATION OF FISCAL/FTE IMPACT:

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

Supporting Documents:

None

Previous Board Action:

Motion 24.042 on 5/9/2024
Authorization to Execute Contract

Motion 24.120 on 12/19/24
Authorization to Provide Partial
Payment

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 3/13/2025

Prepared by: Victoria Ranua

PURPOSE/ACTION REQUESTED: Authorize execution of contract with LimnoTech (Oakdale, MN) for the development of an adaptive lake management plan for Chub Lake.

SUMMARY: Chub Lake is a shallow lake located in Greenvale Township within the North Cannon River Watershed. In 2002, Chub Lake was added to the Minnesota Pollution Control Agency's (MPCA) Impaired Waters List due to nutrient pollution. This lake serves as a headwater for Chub Creek (which is also impaired) and is a tributary to the Cannon River, which is similarly impaired.

The findings from the 2019 Paleolimnological Study of Phosphorus-Impaired Lakes in the Cannon River Watershed, found high internal loading within Chub Lake. The lake has had only intermittent monitoring over the years, which has limited a comprehensive understanding of its health. As part of the North Cannon River Watershed Management Organization (WMO) Watershed Plan, an adaptive lake management plan was recommended. An adaptive lake management plan is essential to identify the actions needed within the Chub Lake sub-watershed and to secure funding for implementing those actions.

The Cannon River Metro Watershed Based Implementation Funding (WBIF) FY22-23 grant workplan includes a Chub Lake adaptive management plan budgeted at \$20,000 for consultant and SWCD staff time. The FY22-23 WBIF grant expires on December 31, 2025. The contract deliverables are scheduled to be complete before the grant expiration date.

EXPLANATION OF FISCAL/FTE IMPACT: Funding for this project is through the FY22-23 WBIF grant. No matching funds were required or identified for this portion of the grant.

Supporting Documents:

Chub Lake Adaptive Management Plan Proposal by LimnoTech

Previous Board Action:

Motion 22.178 on 08/11/2022
Approve FY22-23 WBIF grant

Proposal

Development of an Adaptive Lake Management Plan for Chub Lake

Eureka Township, MN

Submitted to: Victoria Ranua, Watershed Coordinator for the Dakota SWCD and Administrator for the North Cannon River WMO.

Prepared by: LimnoTech, Oakdale, MN.

Overview

The Dakota SWCD is coordinating the development of an Adaptive Lake Management Plan for Chub Lake in support of the North Cannon River Watershed Management Organization (NCRWMO) Watershed Management Plan.

Chub Lake is a 228 acre lake within the upper northwest reaches of the Cannon River watershed. The maximum depth of the lake is reported as 10 feet. The lake is listed as impaired for nutrients. A TMDL has been completed and approved for the lake. LimnoTech conducted HSPF and BATHTUB modeling and prepared the TMDL report under contract to the Minnesota Pollution Control Agency (MPCA).

LimnoTech's proposed approach for the development of an Adaptive Lake Management Plan for Chub Lake was developed to maximize the available resources and prioritize key stressors on the lake. Our proposed approach is summarized as the following steps:

1. Characterize lake and contributing watershed
2. Engage stakeholders and gather input
3. Prepare and present draft management plan
4. Assess feedback and finalize plan

Our approach for each of these steps is discussed further below. LimnoTech invites feedback on this proposed approach for discussion and further refinement. LimnoTech has also prepared a schedule to complete this work by the end of 2025 and a budget estimate. These are presented following the approach description.

Management Plan Approach

LimnoTech's proposed approach is described in the following sections.

Characterize lake and contributing watershed

LimnoTech will compile and review available information and data. This will include, but not be limited to:

- [North Cannon River WMO 4th Generation Watershed Management Plan, 2023 – 2033](#)
- [Cannon River Watershed Total Maximum Daily Load](#)
 - [Cannon River Watershed HSPF Model Development](#)
- Aquatic Invasive Species Action Plan for Chub Lake, Dakota County, Minnesota
- Aquatic Plant Surveys for Chub Lake, Dakota County, Minnesota, 2017
- [Cannon River Watershed Restoration and Protection Strategy \(WRAPS\)](#)
- [Paleolimnological Study of P-Impaired Lakes in Cannon](#)
- [Data and information available from Minnesota DNR](#)
- Water quality data collected by various entities
- Land use, soil type, and slope for the contributing watershed
- Landowner information
- Other relevant information

LimnoTech will conduct a site survey that will include:

- Photo documentation of shoreline conditions and bank conditions
- Collection of bathymetric data (water depth)
- Sediment probing and sediment sample collection for qualitative assessment
- In-situ measurements of temperature, pH, conductivity, turbidity, ORP, and dissolved oxygen
- Because of the limited resources available for the plan development, collection of samples for laboratory analysis will not be conducted. If additional resources become available, we propose adding the following sample collection during the site survey and laboratory analyses.
 - 3 locations in lake: upper end, middle, lake outlet
 - Collection of surface and bottom sample at the middle location
 - Analyte list:
 - Total phosphorus and dissolved orthophosphate
 - Total Kjeldahl nitrogen, ammonia nitrogen, and nitrate + nitrite
 - Chloride and sulfate
 - *E. coli*

Sampling of the lake outlet for the above parameter list, or a subset, on a regular basis (twice per month) during the growing season (April-October) would also be beneficial.

LimnoTech will use the available information and results of our site survey to characterize the lake and watershed. The characterization will include but not be limited to:

- Estimate of hydraulic residence time
- Water quality conditions and key drivers
- Priority sources of phosphorus in the contributing watershed
- Sources of in-lake phosphorus

We will also identify potential data gaps and develop recommendations for future monitoring.

LimnoTech will identify key stressors, as well as possible management actions along with pros and cons of each action.

Engage stakeholders and gather input

LimnoTech will work collaboratively with the NCRWMO to identify stakeholders, including lake and watershed residents and property owners, relevant local, state and federal agencies and authorities, relevant non-governmental organizations, and tribal interests. LimnoTech will work collaboratively with NCRWMO to facilitate a stakeholder meeting. We assume NCRWMO will be responsible for inviting stakeholders, identifying and scheduling the meeting venue, and providing amenities, such as food and beverage, if any are to be provided. LimnoTech will collaborate with NCRWMO to prepare for and present the information to the stakeholders at the meeting.

LimnoTech will present the lake and watershed characterization, preliminary stressors, possible management actions, and monitoring plans to stakeholders.

LimnoTech will solicit input from stakeholders on core values for guiding management of the lake and for goals for management outcomes.

LimnoTech will gather feedback to further inform, refine, and prioritize monitoring plans, stressors, management actions, and plan development.

Prepare and present draft management plan

LimnoTech will prepare a draft adaptive lake management plan. LimnoTech will submit the draft plan to NCRWMO for review and comment. LimnoTech will prepare one revision of the draft plan. NCRWMO will distribute the draft plan to the stakeholders. The preliminary outline for the plan, to be refined based on NCRWMO and stakeholder input, follows:

- Overview
 - Management Guiding Principles and Objectives
 - Stakeholders
- Lake and Watershed Characterization
 - Physical
 - Hydrologic
 - Water Quality
 - Fisheries and Aquatic Plants
- Priority Stressors
- Assessment of Potential Management Actions
 - Description of Action
 - Linkage to Objectives and Stressors

- Pros and Cons
- Costs and Resources Needed
- Priority Management Actions, Schedule, and Resources Needed
- Adaptive Implementation of Plan

LimnoTech will work collaboratively with NCRWMO to facilitate a stakeholder meeting for review of the draft plan. We assume NCRWMO will be responsible for inviting stakeholders, identifying and scheduling the meeting venue, and providing amenities, such as food and beverage, if any are to be provided. LimnoTech will collaborate with NCRWMO to prepare for and present the draft plan to the stakeholders at the meeting.

LimnoTech will solicit input and comments from stakeholders on the draft plan.

Assess feedback and finalize plan

LimnoTech will assess stakeholder feedback and prepare final plan addressing feedback to the extent reasonably practicable. LimnoTech will submit the final plan to NCRWMO for review and comment. LimnoTech will prepare one revision of the final plan and submit to NCRWMO.

Proposed Schedule

Our proposed schedule follows; however, the schedule is flexible to allow for shifts in the timing of stakeholder meetings. The proposed schedule below attempts to avoid summertime meetings when availability is typically more limited.

Task Description	2025											
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Characterize lake and contributing watershed												
Engage stakeholders and gather input			◆									
Prepare and present draft management plan							◆					
Assess feedback and finalize plan												

◆ Stakeholder Meeting

Proposed Budget

LimnoTech proposes to conduct this work on a time and materials basis not-to-exceed \$20,000. Additional budget detail can be provided upon request. LimnoTech's billing rates are listed below.

Labor Billing Rates

<u>Category</u>	<u>Rate \$/hr. *,**</u>
Executive/Sr. Scientist	280
Officer/Sr. Scientist	265
Senior Engineer/Scientist	245
Senior Project Engineer Scientist II	230
Senior Project Engineer Scientist I	210
Project Engineer/Scientist III	190
Project Engineer/Scientist II	170
Project Engineer/Scientist I	155
Engineer/Scientist	140
Environmental Specialist	130
Clerical/Ast. Project Mgr.	100

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 3/13/2025

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Authorize execution of grant agreement with Minnesota Pollution control Agency (MPCA) for conducting water monitoring.

SUMMARY:

MPCA needs data at three locations within Dakota County to determine if upstream wetlands are impacting dissolved oxygen concentrations. This may affect which standards apply to Mud Creek and Chub Creek in the future.

Staff have developed a grant workplan and agreement to cover staff time, travel, and equipment costs. Total estimated cost to be included in the grant agreement is \$6,593. This includes 54 SWCD staff hours. This work will be completed and reimbursed through the MPCA Surface Water Assessment Grant (SWAG) program.

EXPLANATION OF FISCAL/FTE IMPACT:

Hours will be incorporated into 2025 staff workplan.

Supporting Documents:

SWAG Workplan

Previous Board Action:

None

Instructions begin on Page 2.

I. Project information

Project title: (8 word maximum)

Project title: Mud Creek and Chub Creek Dissolved Oxygen Monitoring

Contact information

Organization: Dakota County Soil and Water Conservation District

Select your affiliation: ☒ LGU ☐ Tribal ☐ Education ☐ Other: _____

Street address: 4100 220th St. West, Suite 102

City: Farmington

State: MN

Zip code: 55024

Primary Contact: Ashley Gallagher

Phone: 651-480-7781

Email address: ashley.gallagher@co.dakota.mn.us

Fiscal contact: Pam LaValle

Phone: 651-480-7786

Email address: pam.lavalle@co.dakota.mn.us

Field contact: Lindsey Albright

Phone: 651-480-7783

Email address: lindsey.albright@co.dakota.mn.us

*Estimated** Full-time equivalents (FTE) (divide total
project hours by 2,088 hours to calculate FTE): 0.03

**Actual FTE calculated within progress reports*

Name of eligible laboratory: N/A

Project location

Major watershed(s): Cannon River Watershed

Hydrologic unit code(s): 07040002

Project details

Start date: 05/01/2025
(mm/dd/yyyy)

End date: 09/30/2025
(mm/dd/yyyy)

Budget amount: \$ 6,593.67

II. Project summary

This project is at the request of MPCA. During the 2024 watershed assessments we determined that we could benefit from additional readings of dissolved oxygen (DO) at three locations (2 sites on Chub Creek, and 1 on Mud Creek). We hope to determine if upstream wetlands are impacting DO and if concentrations are able to recover at the downstream station.

MPCA follows assessment guidance that says we should not apply the 5.0 mg/L standard to streams or individual sites that display predominantly wetland characteristics or are heavily influenced from riparian or upstream wetlands. If dissolved oxygen levels are low and do not show recovery at the downstream station, we will be able to do an additional assessment review to determine the actual influence of upstream or riparian wetlands.

III. Workplan detail

Objectives and tasks

- Objective** Surface Water Quality Monitoring, Data Management, and Project management
- Task A:** Prepare for stream water quality monitoring
- Sub-task 1: Ensure that your multiparameter sonde is functional within manufacturer specifications and is freshly calibrated for dissolved oxygen the morning of each sampling visit. This step is crucial so DO concentrations are calculated using the actual local barometric pressure at the time. MPCA sampling staff will usually calibrate their DO sensor right at the first site of the day.
 - Sub-task 2: Review stream monitoring locations and details provided by MPCA and coordinate stream reconnaissance as necessary.
 - Sub-task 3: Review MPCA Intensive Water Monitoring (IWM) Standard Operating Procedures (SOP) for streams and Aquatic Invasive Species (AIS) if applicable. Review safety protocols.
 - Sub-task 4: Participate in a site visit with the MPCA Project Manager for administrative and field training if requested.
 - Sub-task 5: Conduct stream monitoring per the schedules and parameter lists within the tables of Section VI.
 - Sub-task 6: Record Secchi Tube and field measurements (dissolved oxygen, specific conductance, temperature, and pH) during all stream monitoring events.
 - Sub-task 7: Conduct regular field meter calibration and maintenance per manufacturer specifications and the IWM Stream SOP.
 - Sub-task 8: Enter field data into EQuIS template provided by the MPCA. Submit all data by November 1, 2025.
 - Sub-task 9: Complete meter calibration log and submit to MPCA Project Manager.
- Task B:** Compile and submit invoices on a minimum quarterly or maximum monthly basis.
- Sub-task 1: Track project expenditures and submit invoices.
 - Sub-task 2: Develop budget tracking spreadsheet with MPCA project manager and track expenses.

IV. Evaluation plan

Measures for success:

Collect up to 3 dissolved oxygen readings per month (May-Sept) for a maximum total of 15 observations at each stream site in 2025. Target monitoring events to as early in the day as possible (prior to 9AM is best if possible).

Bill us for time and travel as you are able to complete the trips.

V. Monitoring site table

Watershed	County	Stream name	Site ID#	Site location	Latitude	Longitude	Known aquatic invasives
Cannon R.	Dakota	Mud Creek	S001-347	Crossing on MN-3 (Chippendale Ave) 2.0 miles N of Waterford, MN	44.5085	-93.1455	None
Cannon R.	Dakota	Chub Creek	S001-670	Crossing on MN-3 (Chippendale Ave) 2.3 miles N of Waterford, MN	44.5118	-93.1454	None
Cannon R.	Dakota	Chub Creek	S001-601	Crossing on Canada Ave. 1.75 miles NE of Waterford, MN	44.507389	-93.130194	None

VI. Monitoring parameters, sampling regime, and sampling frequency

Streams (Required) *Dissolved Oxygen, Temperature, Secchi Tube Transparency*

Streams (Optional) *Specific Conductance, pH, Stream Physical Appearance, Stream Recreational Suitability, Site photos*

Table 1 Early Morning DO visits
Min. of DO, TEMP and Secchi

S001-347 S001-601 S001-670	May			June			July			August			September		
	Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Mid	Late
2025															
Secchi tube	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Specific Conductance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Temperature	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
pH	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DO	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Upstream Photo	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?
Rec Suitability, Phys Appearance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

VII. Project area map

Figure 1

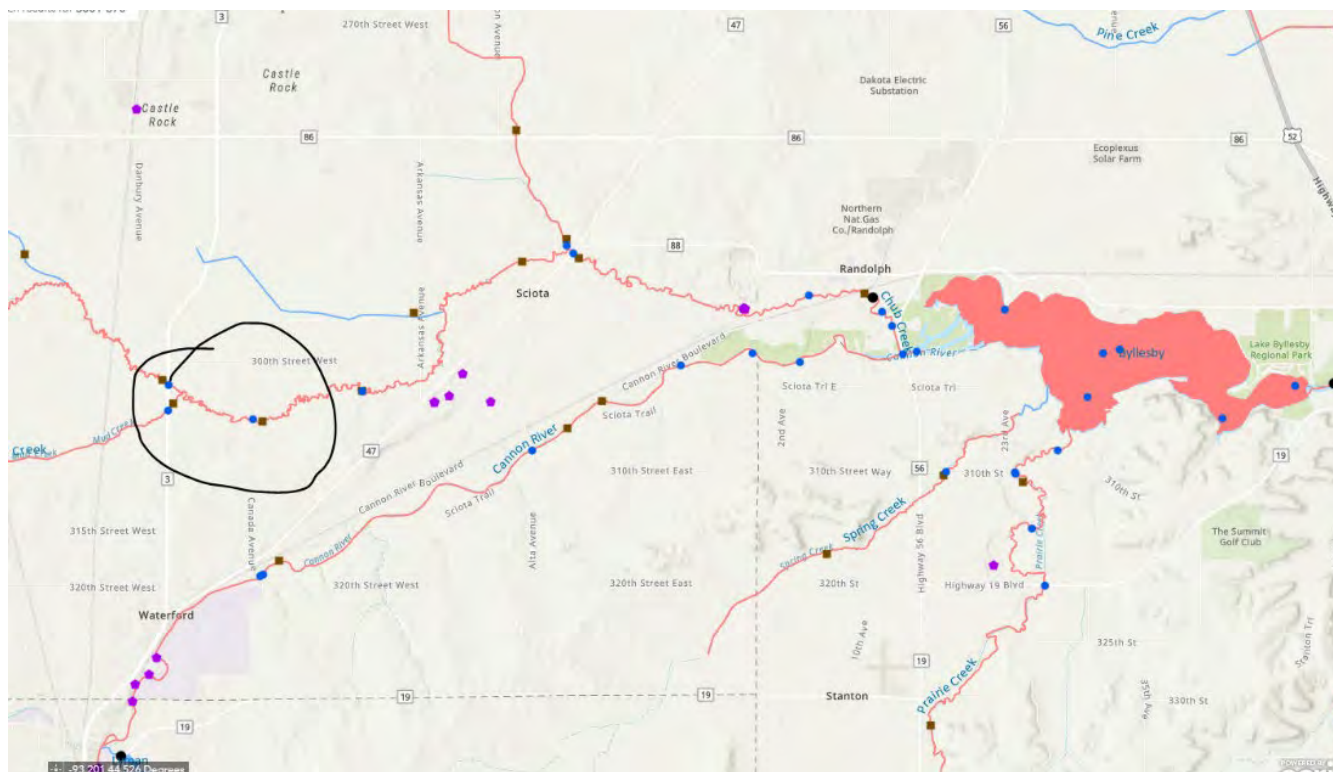
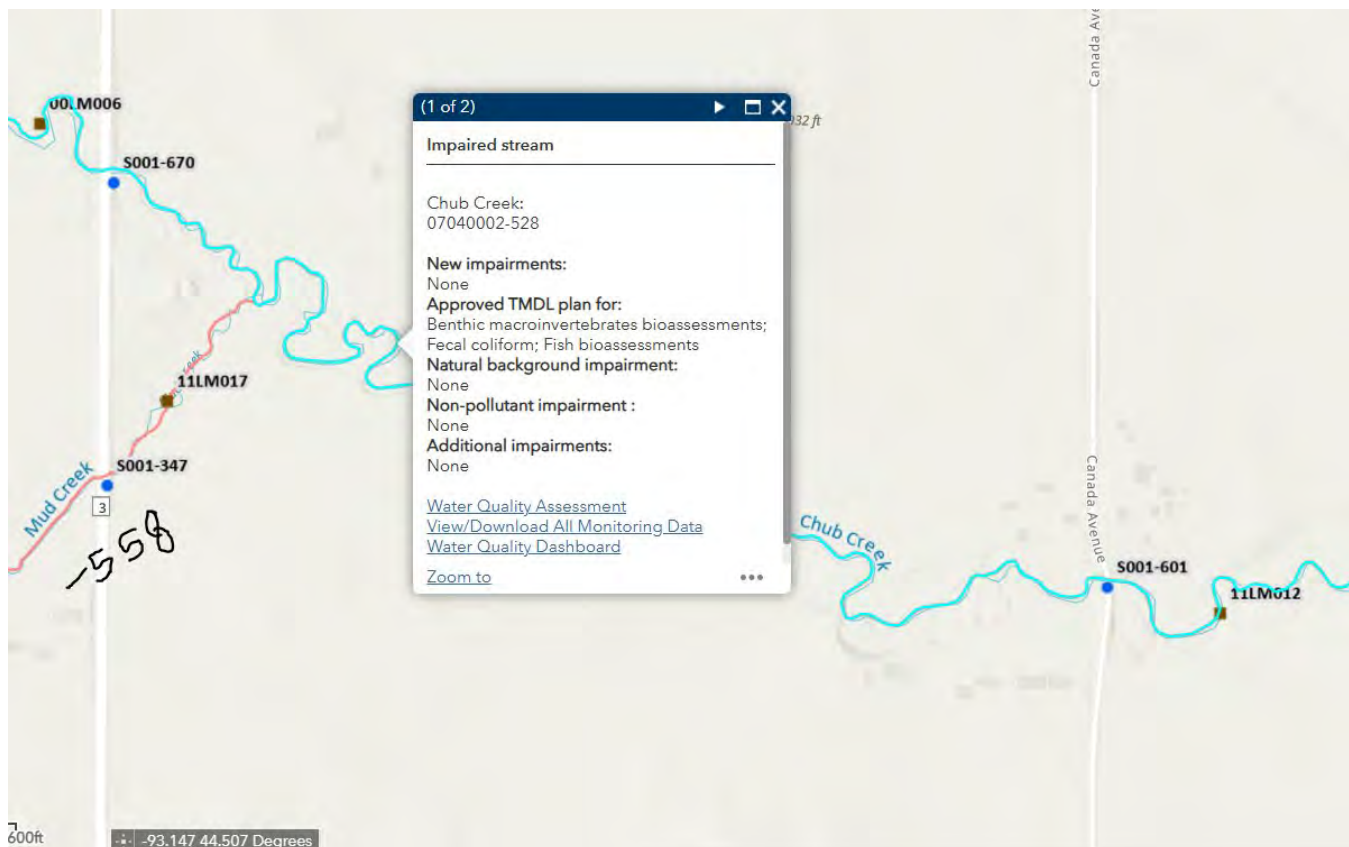


Figure 2



VIII. Project budget

Total budget			
	Quantity needed	Unit cost	Total cost
Staff total cost (not to exceed)*			5,233
Laboratory analyses**			
Mileage***			247.67
Shipping			
Lodging			
Equipment and supplies			1,113
Meals***			
Total:			6,593.67
* Staff rates shall not exceed the following:			
No positions beyond those listed here shall perform work within the work plan without approval and execution of an amended joint powers agreement.			
Staff 1 rate:			\$ 80
Staff 2 rate:			\$ 57
Staff 3 rate:			\$
**Current sampling and laboratory services master contract rates shall not be exceeded.			
***Must follow the Commissioner's Plan.			

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 3/13/2025

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Authorize execution of grant agreement with Metropolitan Council for water monitoring services on the Vermillion and Cannon Rivers.

SUMMARY:

Staff has performed water monitoring services for the Metropolitan Council under their Watershed Outlet Monitoring Program (WOMP) for many years. There are established WOMP monitoring stations on both the Vermillion River in Hastings and the Cannon River in Welch.

These monitoring locations are part of the Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network (WPLMN). This statewide network of long-term monitoring sites provides data used to measure and compare regional differences and trends in pollutant loadings from Minnesota's main stem rivers.

The grant agreement includes both monitoring locations and has a two-year term of January 1, 2025 until December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACT:

The grant agreement would provide up to \$34,000 in revenue for services over the two-year period minus supply and travel costs estimated at \$3,500. Staff time to provide this service will be included in the 2025 and 2026 staff work plans.

Supporting Documents:

Met Council Grant Agreement for WOMP

Previous Board Action:

None

**GRANT AGREEMENT
BETWEEN
THE METROPOLITAN COUNCIL
AND
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR THE METROPOLITAN AREA
WATERSHED OUTLET MONITORING PROGRAM (WOMP2)**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the **METROPOLITAN COUNCIL** (the "Council") and **DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT** (the "Grantee"), each acting by and through its duly authorized officers.

WHEREAS:

1. Under Minnesota Statutes section 473.157, the Council is responsible for developing objectives for all watersheds in the metropolitan area.
2. A search of the available data yielded very little data adequate for use in the development of target pollution loads.
3. On January 12, 1995, the Council authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Council entered into a Joint Powers Agreement with the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency ("State") under which the State agrees to provide certain funds for the purposes of the Metropolitan Area Watershed Outlet Monitoring Program ("WOMP").
5. The Grantee has an interest in collecting water quality data at the watershed outlet.
6. The Grantee has the technical capability to conduct a watershed outlet monitoring program.
7. The Council has reviewed the Grantee's proposal and desires to assist it in the collection of data.

NOW, THEREFORE, the Council and the Grantee agree as follows:

I. GRANTEE PERFORMANCE OF GRANT PROJECT

1.01 Grant Project. Grantee will perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this Agreement by reference, and in accordance with the terms and conditions of this Agreement. Specifically, the Grantee will perform the specific activities in Exhibit A ("WOMP Monitoring Work Plan") and undertake the financial responsibilities in Exhibit B ("WOMP Monitoring Budget and Financial Responsibilities" document), both of which are attached to and incorporated in this Agreement. These activities and financial responsibilities are referred to as the "Grant Project".

1.02 Use of Contractors. With the approval of the Council's Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains

primary responsibility to the Council for performance of the Grant Project and the use of the contractor does not relieve the Grantee from any of its obligations under this Agreement.

1.03 Material Representations. All representations contained in Grantee's application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this Agreement by reference.

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B). Grantee may also use grant funds to prepare the expense report required by paragraph 5.02 of this Agreement. No other use of grant funds is permitted.

2.02 Unauthorized Uses of Grant Proceeds. Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance and in writing by the Council's Grant Manager.

2.03 Project Equipment and Supplies. With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. For any personal property purchased under this Agreement, Grantee will comply with the personal property management requirements in article VIII.

III. GRANT AMOUNT AND DISTRIBUTION

3.01 Maximum Grant Amount. The Council will pay to the Grantee a Maximum Grant Amount of \$34,000. Provided, however, that in no event will the Council's obligation under this Agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$34,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council bears no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

3.02 Distribution of Grant Funds. The Council will distribute Grant funds according to the following schedule:

- a. Within ten working days after Council execution of this Agreement, the Council will distribute to the Grantee 45% of the Maximum Grant Amount.
- b. Upon Council approval of Grantee's February 2026 financial report required by paragraph 5.02, the Council will distribute to the Grantee 10% of the Maximum Grant Amount.
- c. Upon approval of Grantee's January 2027 financial report required by paragraph 5.02, the Council will distribute to Grantee the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee by the Council exceeds the cumulative amount expended by the Grantee on eligible expenses as specified in

paragraph 2.01, the Council will notify Grantee of the amount of over-payment. Grantee will repay to the Council the amount of the overpayment within 30 calendar days of receipt of notice from the Council.

The Council will not make any payments under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is owed. Distribution of any funds or approval of any report is not a waiver by the Council of any Grantee noncompliance with this Agreement.

3.03 Repayment of Unauthorized Use of Grant Proceeds. Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee will promptly repay the amounts to the Council.

3.04 Reversion of Unexpended Funds. All funds granted by the Council under this Agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 will revert to the Council.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Grant Project Costs. Grantee must support all costs charged to the Grant Project with proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Grant Project Information. Grantee will establish and maintain accurate, detailed, and complete separate accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this Agreement, and ii) the receipt and expenditure of all grant funds under this Agreement. The Grantee will establish and maintain this information in accordance with generally accepted accounting principles and practices and retain intact all Grant Project information until the latest of:

- a. complete performance of this Agreement; or
- b. six years following the term of this Agreement; or
- c. if any litigation, claim, or audit is commenced during either of these periods, then when all the litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, Grantee's contract for these services must include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of this information in accordance with paragraph 4.03.

4.03 Audit. The accounts and records of the Grantee relating to the Grant Project are subject to audit. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and either the legislative auditor or the state auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for access and inspection.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Monitoring Work Plan. The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document

(Exhibit B) lists the Grantee expenses eligible for reimbursement by the Council, subject to the limitations of paragraph 2.01. Grantee will abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

5.02 Grant Project Financial Reports. In February 2026 and January 2027, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the preceding twelve calendar months which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

5.03 Changed Conditions. Grantee will notify the Council immediately of any change in conditions, law or ordinance, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this Agreement.

VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. Grantee will complete the Grant Project activities specified in paragraph 1.01 during the period from January 1, 2025 through December 31, 2026 (the "Project Activity Period").

6.02 Term. The term of this Agreement extends from the effective date of this Agreement to a date 60 calendar days following the end of the Project Activity Period, to permit closeout of this Agreement.

6.03 Termination. Either the Council or the Grantee may terminate this Agreement at any time, with or without cause, by providing the other party written notice of termination at least 30 days prior to the effective date of termination. Upon termination Grantee is entitled to compensation for Grant Project activities in accordance with this Agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of termination. Upon the effective date of termination, a) all data collected by Grantee prior to the effective date of termination must be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with grant funds must be turned over to the Council by Grantee.

6.04 Termination by Council for Noncompliance. If the Council finds that there has been a failure to comply with the provisions of this Agreement, the Council may terminate the Agreement at any time with seven calendar days written notice to the Grantee. If Grantee fails to cure the noncompliance within that seven calendar day period, the Agreement is terminated for noncompliance. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this Agreement and require the Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing in this Agreement may be construed to limit the Council's legal remedies to recover grant funds.

6.05 Effect of Grant Project Closeout or Termination. Grant Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Grantee by this Agreement. Grant Project closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

VII. COUNCIL's PROJECT MANAGER

All aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this Agreement is Casandra Champion, or other person as may be designated in writing by the Council.

Nothing in this Agreement authorizes the Project Manager to execute amendments to this Agreement.

VIII. GRANT PROPERTY AND DATA.

8.01 Title. Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

8.02 Maintenance. Grantee will maintain any personal property at the site in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee must immediately notify the Council's Project Manager.

8.03 Utility Services. The Council will make arrangements with local utilities to provide both cellular telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station will be in the name of the Council. All cellular telephone and electric utility costs for the monitoring station will be paid by the Council.

8.04 Grant Project Closeout or Termination. No later than a) the effective date of termination as provided in Sections 6.03 or 6.04 of this Agreement or b) no later than 60 calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable Grantee must turn over to the Council:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of; and
- ii) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds.

If the Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP2) through a subsequent grant agreement with the Council, Grantee is not required to comply with Section 8.04 subparagraph (ii) until Grantee's participation in the WOMP2 program ceases.

IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this Agreement may be changed only by mutual written agreement of the parties. These changes will be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this Agreement.

9.02 Assignment Prohibited. Except as provided in paragraph 1.02, the Grantee may not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without the express prior written consent of the Council. The Council may condition this consent on compliance by the Grantee with terms and conditions specified by the Council.

9.03 Indemnification. The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including without limitation attorney's fees,

arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, contractors, or subcontractors.

9.04 Grant Project Data. Grantee may not copyright or patent the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant. The Grantee must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this Agreement. If Grantee receives a request to release grant project data, Grantee must immediately notify and consult with the Council's Project manager. Grantee's response to the request must comply with applicable law.

9.05 Nondiscrimination. Grantee will comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee will not discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

9.06 Promotional Material: Acknowledgment. Grantee will submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee will appropriately acknowledge the grant assistance made by the State and the Council in any promotional materials, reports, and publications relating to the Grant Project.

9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations. Grantee will conduct the Grant Project in compliance with all applicable federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

9.08 Workers Compensation; Tax Withholding. The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

9.09 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this Agreement will be controlled by and determined under the laws of the State of Minnesota.

9.10 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one Agreement. A copy of this Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign, or a similar program, will be deemed an original signature.

9.11 Incorporation of Joint Powers Agreement. The Council has undertaken certain obligations as part of a Joint Powers Agreement with the Minnesota Pollution Control Agency. A copy of the Joint Powers Agreement is attached and incorporated into this Agreement as Exhibit C. Obligations imposed by the Joint Powers Agreement on subgrantees or subcontractors are binding on the Grantee, and the terms of the Joint Powers Agreements are incorporated into this Agreement. The terms of the Joint Powers Agreement which are specifically incorporated include, without limitation, the following:

Section 8	Government Data Practices
Section 9	Intellectual Property Rights
Section 12	E-Verify Certification
Section 13	Clean Water Funding

This paragraph does not create any contractual relationship between the State and Grantee. The Grantee is not a third-party beneficiary of the Joint Powers Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates below. This Agreement is effective upon final execution by both parties.

GRANTEE _____

Date _____

By _____

Name _____

Title _____

METROPOLITAN COUNCIL

Date Jan 15, 2025

By *Sam Paske*
Sam Paske (Jan 15, 2025 14:38 CST)

Sam Paske
Assistant General Manager, Planning Department

EXHIBIT A

WOMP MONITORING WORK PLAN

The Grantee, **Dakota County Soil and Water Conservation District**, will operate and maintain water quality monitoring sites at **Vermillion River in Vermillion Falls Park, Hastings, MN and Cannon River near Welch, MN**. The Grantee, or designated agent, will conduct monitoring work from January 1, 2025 through December 31, 2026. The Grantor, Metropolitan Council Environmental Services (MCES) will provide training, supplies and technical support to the Grantee and/or its designated agent through the WOMP Coordinator, Casandra Champion.

CONTACT INFORMATION

Casandra Champion, WOMP Coordinator
651-602-8745 (office)
Casandra.champion@metc.state.mn.us

Daniel Henely, Assistant Manager Water Resources
651-602-8085 (office)
Daniel.henely@metc.state.mn.us

MCES Lab Services Logging Bench
651-602-8111
MCESLab@metc.state.mn.us

WORKPLAN

Site Visits

At each site visit, the Grantee will record stage, stream control conditions and obtain instantaneous temperature, conductivity, pH, dissolved oxygen, and turbidity measurements. The Grantee will record measurements and observations on an MCES Sample Submission Sheet and Field Notes form and submit the form to the WOMP Coordinator.

Rating Curve Measurements

The WOMP Coordinator will coordinate with the Grantee to ensure that flow measurements are being made approximately every six weeks, with additional targeted high-flow measurements as conditions allow. Flow measurement data collected by the Grantee will be submitted to the WOMP Coordinator. This submission should include the electronic file and a completed MCES Sample Submission Sheet and Field Notes form.

Water Quality Samples

The Grantee will routinely sample stream water quality by submitting bi-weekly grab samples, 26 samples per year. If ice conditions preclude taking a sample, the Grantee will attempt to collect the next sample after four weeks. The Grantee will measure and record temperature, conductivity, pH, dissolved oxygen and turbidity.

The first sample collected in March, June, September and December will include additional quarterly analyses as determined by the WOMP Coordinator.

If the site has an autosampler, the Grantee will collect discrete auto-grabs or flow-weighted composite samples to characterize storm events. If sufficient water volume is available, an aliquot should be poured into a separate container for temperature, conductivity, pH, dissolved oxygen and turbidity measurements.

Datalogger programming and sample collection timing will be coordinated by the WOMP Coordinator.

If the site does not have an autosampler, event grabs will be collected to characterize storm event. Event grab timing will be coordinated by the WOMP Coordinator and MPCA WPLMN staff. The WOMP Cooperator will use a Secchi Tube to measure transparency with every event grab.

E. coli Samples

The Grantee will collect an E. coli grab sample with every water quality grab or autosampler sample. E. coli samples must be delivered within 24 hours of collection; every effort should be made to deliver the sample within 4-5 hours.

Quality Assurance/Quality Control Samples

The Grantee will collect three QA/QC samples per year; one equipment blank, one routine grab field duplicate and one quarterly grab field duplicate.

Forms and Labels

The Grantee will complete an MCES Sample Submission Sheet and Field Notes form for every grab, autosampler, or QA/QC sample. The Grantee will clearly label all sample bottles and Whirl-Pacs with project number, location, date and time.

Sample Submission

The Grantee will submit all water quality samples to MCES Laboratory Services at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Grantee will notify Logging Bench staff before sample delivery. Deliveries should be prior to 2:00 PM, coordinate with Logging Bench staff if delivery will be late.

The Grantee will submit one copy of the MCES Sample Submission Sheet and Field Notes form to MCES Lab Services, one copy to the WOMP Coordinator, and keep one copy for Grantee records.

Site Maintenance

The Grantee will maintain the basic integrity of the site and notify the WOMP Coordinator of any unusual maintenance needs.

WOMP Cooperator Forum

The Grantee, or assigned representative, will attend the annual WOMP Cooperator Forum hosted by the WOMP Coordinator at Metro Plant each spring.

Cost Accounting

The Grantee will provide MCES with an annual invoice of costs incurred for WOMP monitoring including labor, mileage, and equipment expenses.

EXHIBIT B

WOMP MONITORING BUDGET AND FINANCIAL RESPONSIBILITIES

Grantee Financial Responsibilities

The Grantee, **Dakota County Soil and Water Conservation District** assumes the following financial responsibilities for operating and maintaining a water quality monitoring and sampling stations at **Vermillion River and Cannon River** during the Project Activity Period (January 1, 2025 through December 31, 2026).

On an annual basis the Grantee will:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of the costs as provided for in this Agreement.

Metropolitan Council Financial Responsibilities

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Vermillion River and Cannon River** during the Project Activity Period (January 1, 2025 through December 31, 2026).

On an annual basis the Council will:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan (estimated cost: \$2,500);
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$800);
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$350);
- Assume all costs for the repair or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$500);
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$1,425), beyond the cost contributed by the Grantee (\$250);
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order (estimated cost: \$700);
- Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.

EXHIBIT C

Joint Powers Agreement



**Joint Powers Agreement
Amendment 1
State of Minnesota**

SWIFT Contract No.: 222906

AI No.: 187607

Activity No: PRO2022003

MET Council Contract ID: 22G002

Contract Effective Date:	<u>January 31, 2023</u>	Total Contract Amount:	<u>\$500,504.00</u>
Original Contract Expiration Date:	<u>December 31, 2024</u>	Original Contract:	<u>\$225,644.00</u>
Current Contract Expiration Date:	<u>December 31, 2024</u>	Previous Amendment(s) Total:	<u>N/A</u>
Requested Contract Expiration Date:	<u>December 31, 2026</u>	This Amendment:	<u>\$274,860.00</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, Saint Paul, MN 55155 ("MPCA" or "State") and **Metropolitan Council**, 390 Robert Street North, St. Paul, MN 55101 ("Governmental Unit" or "MCES").

Recitals

1. The State has a contract with the MCES identified as SWIFT Contract No.: 222906 ("Original Contract") to provide **Metro Area Watershed Outlet Monitoring Program 2** ("Project").
2. The amendment is needed for the extension of the expiration date and increase in total obligation.
3. The State and the Governmental Unit are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "Term of Agreement" is amended as follows:

- 1.1 Effective Date: **January 31, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16c.05, subd. 2, whichever is later.
- 1.2 Expiration Date: ~~December 31, 2024~~ **December 31, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. "Agreement between the Parties" is amended as follows:

The MCES, who is not a state employee, will conduct the Project and follow the Budget for the said Project as specified in **Revised Attachment A**, which is attached and incorporated into this Agreement. No terms or conditions of the MCES's proposal will be construed to modify, diminish, or derogate the terms and conditions of this Agreement.

All water monitoring programs and projects that involve environmental data acquisition from direct measurement activities or laboratory analysis must have an approved Quality Assurance Project Plan (QAPP) to ensure all data collected are of known and suitable quality and quantity. The MCES shall cooperate in the completion of the QAPP, and comply with the requisite elements of the plan.

All laboratory work conducted under this Project must be done by a laboratory currently certified by the Minnesota Department of Health and/or MPCA for the parameter being measured.

The MCES shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent; and shall be, where applicable, appropriately medically monitored during activities undertaken.

REVISION 3. Clause 3. "**Consideration and Payment**" is amended as follows:

3.1 Consideration. The State will pay for all services performed by the MCES under this Agreement as follows:

- (a) **Compensation.** The MCES will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of **Revised Attachment A**.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the MCES as a result of this Agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of **Revised Attachment A**, provided that the MCES will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at:
<http://www.mmd.admin.state.mn.us/commissionersplan.htm>.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the MCES under this Agreement will not exceed ~~\$225,644.00 (Two Hundred Twenty five Thousand Six Hundred Forty four Dollars and Zero Cents)~~ **\$500,504.00 (Five Hundred Thousand Five Hundred Four Dollars and Zero Cents)**.

3.2 Payment.

- (a) **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. Payments shall be withheld if **Revised Attachment A** deliverables have not been received. Invoices must be submitted timely and according to the following schedule: **No less than quarterly and no more than monthly**.

Invoices must include:

- Governmental Unit Name
- Agreement Amount
- Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Authorized Representative/Project Manager
- SWIFT Contract Number
- Invoicing Period (actual working period)
- Itemized list of all work performed
- Other items as requested

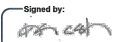
Invoices must be submitted electronically to: mpca.ap@state.mn.us. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491. The Governmental Unit shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this Contract. State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

The Original Contract and any previous amendments and change orders are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments and change orders remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: Kari Cantarero

Signature:  Signed by: 6E228DA43FE4E...

Title: Encumbrance verification Date: December 16, 2024

SWIFT Contract No. 222906

2. Metropolitan Council

Print Name: Ryan O'Connor


Signature:  Signed by: 308E907D628140C...

Title: Regional Administrator Date: Dec 10, 2024

3. State Agency

With delegated authority

Print Name: Melissa Lewis

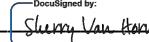
Signature:  Signed by: 9F0F911B8E8D4E8...

Title: Assistant Division Director Date: December 16, 2024

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Sherry Van Horn

Signature:  DocuSigned by: 308E907D628140C...

Title: Contracts Specialist Date: December 16, 2024

Admin ID: 80473



520 Lafayette Road North
St. Paul, MN 55155-4194

FY23 WPLMN workplan

Watershed Pollutant Load Monitoring Network (WPLMN)

SWIFT: 222906
Tempo AI: 187607
Activity ID: PRO20220003

I. Project information

Project title: Metro Area Watershed Outlet Monitoring Program 2 (WOMP2)

Local Partner information:

Organization name: Metropolitan Council

Street address: 2400 Childs Road

City: St. Paul

State: MN

Zip code: 55106

Primary contact name: Daniel Henely

Phone: 651-602-8085

Email address: Daniel.henely@metc.state.mn.us

Fiscal contact name: Emmanuel Benson

Phone: 651-602-1458

Email address: Emmanuel.benson@metc.state.mn.us

Field contact name: Cassie Champion

Phone: 651-602-8754

Email address: Cassandra.champion@metc.state.mn.us

Project location:

Basin (check all that apply by double clicking on the box and select checked):

☒ Upper Mississippi River ☒ Lower Mississippi River ☐ Minnesota River ☐ Rainy River ☐ Red River

Mississippi River - Twin Cities, Rum River, Lower Minnesota River,	7010206,7010207,
Cannon River, Mississippi River - Lake Pepin, St. Croix River -	Hydrologic 7020012,7040001,
Major Watershed(s): <u>Stillwater</u>	unit code(s): <u>7040002, 07030001</u>

Estimated full-time equivalents (FTE) per year (total hrs/2,088 hrs/year): 0.59

Please note: Actual FTE calculated in progress reports.

Name of eligible laboratory: Metropolitan Council Environmental Services (MCES) Laboratory

Brief project summary:

The Minnesota Pollution Control Agency's (MPCA) WPLMN is a long-term program designed to measure pollutant loadings from Minnesota's major rivers and the outlets of watersheds draining to these rivers. This agreement provides MCES a portion of the necessary funding to conduct pollutant load monitoring and data evaluation at 5 Metropolitan Area load monitoring stations which is a subset of stations that are part of MCES' larger regional stream monitoring network. The pollutant load monitoring data is used to assist with watershed and water quality studies and reports, watershed modeling efforts, the measurement of the ongoing effectiveness of watershed protection and restoration plans, impaired waters assessments, and an understanding of trends over time.

At each WPLMN funded monitoring site, stream stage and flow (unless monitoring being done by USGS), will be continuously measured with on-site instrumentation and dataloggers. During precipitation and runoff events (generally during the March-October period), automated samplers collect water quality samples during the event at smaller watersheds (Purgatory and Bassett Creeks), and event-based grab samples are obtained at larger watersheds (Cannon, Vermillion, Rum Rivers). Routine grab samples will be taken every other week at all sites. WOMP Cooperators will help maintain sites and instrumentation, help establish and maintain stream rating curves when needed, and collect and submit water quality samples.

The MCES Laboratory Services Section will analyze the water quality samples collected. This contract will cover the laboratory costs of tests aligned with MPCA's WPLMN programs, including nitrate/nitrite, total Kjeldahl nitrogen, total phosphorus, total suspended solids, and filtered ortho-phosphorus. Ortho-phosphorus will only be covered at Cannon River, Rum River, and Vermillion River stations. Data will be reviewed by MCES Water Resources staff and submitted to MPCA's EQUIS database per workplan details below and made publicly available on the Met Council Water Quality Data Website EIMS.

II. Workplan detail

The following tasks are to be completed by the local partner throughout the contract.

Timeframe: January 2023 to December 31, 2024 2026

Objective: Stream Monitoring, Data Management, and Project Oversight

Task A: Attend online, field, or classroom training hosted by Minnesota Pollution Control Agency (MPCA) or Minnesota Department of Natural Resources (DNR). Training dates, time, and location must be approved by MPCA.

1. Metro Area WPLMN Coordinator will meet with cooperator field staff. Site visits should occur once per year. Each party may request additional visits, as needed.
2. Attend training offered by MPCA and DNR staff regarding field visits, sampling, and data management (FLUX32), as needed.
3. Attend one-hour Webex meeting on MPCA administrative and invoice training once per contract, or as needed.
4. Participate in a statewide WPLMN meeting once per contract.
5. Metro Area WPLMN Coordinator will develop and host WOMP Cooperator Forum annually with cooperators.

Task B: Track project expenditures and submit invoices.

1. Develop budget tracking spreadsheet and track expenditures.
2. Compile and submit invoices quarterly.

Task C: Complete reporting requirements using format provided by MPCA Project Manager.

1. Compile and submit Interim Progress Report by February 1, annually to MPCA Project Manager for activities completed from the previous calendar year.
2. Compile and submit Final Progress Report upon submittal of final invoice. An interim progress report would be required in lieu of a final progress report (if an amendment is executed to extend the contract term).
3. Display approved progress reports on www.metrocouncil.org throughout the contract.

Task D: Maintain open and effective communication.

1. Metro Area WPLMN Coordinator or other MCES staff to attend one-hour conference calls as scheduled by MPCA. Up to 21 meetings per year will be held. Meetings typically held every other week through October 31 and every six weeks during the winter.
2. MPCA's WPLMN Program Coordinator (or Supervisor), and Project Manager will coordinate with MCES to participate in a mid-project meeting once fifty percent of the funds have been expended. Meeting date, time, and location to be agreed upon by all parties.
3. MCES project management staff communicate with Cooperators regarding routine and event sampling and technical support.

Task E: Prepare for stream monitoring season.

1. Familiarize sampling staff with stream sampling locations through field visits and desktop reconnaissance as needed.
2. Review a Quality Assurance Project Plan (QAPP) and comply with the requisite elements of the signed plan. The QAPP must be approved by MPCA prior to collection of stream samples. Updates shall be done on QAPP, as needed.
3. Ensure proper equipment is available and purchase necessary monitoring equipment and supplies as needed based on Eligible Expenses section listed on the MPCA's WPLMN website at <https://www.pca.state.mn.us/business-with-us/funding-for-long-term-river-and-stream-monitoring>
4. Maintain a copy of the *Permit to Appropriate and Transport Water for Water Quality Sampling* (provided by the MPCA) in sampling equipment or vehicle.
5. Review Aquatic Invasive Species (AIS) list when updated. If AIS are identified at sampling locations, work with MPCA Project Manager to define sampling protocols and equipment at AIS sampling locations.

Task F: Become familiar with site specific hydrologic and water quality dynamics to aid in determining sample collection timing and frequency.

1. Consult an array of precipitation and weather forecasting websites.
2. Review hydrographs to determine hydrologic response times.
3. Review laboratory results for analytical, transcription, and/or site location errors upon receipt.

Task G: Ensure field meter is calibrated, in good operational order, records are kept and submitted.

1. Calibrate dissolved oxygen, pH*, and specific conductance* prior to each sampling event during open water sampling.
2. Replace probes and sensors and perform general maintenance as needed.
3. Conduct temperature sensor check with National Institute of Standards and Technology (NIST) traceable thermometer twice per monitoring season.
4. Document calibration and maintenance records in log book or log sheets.
5. Calibration logs submitted annually by January 1.

**Specific conductance and pH no more frequently than weekly.*

Revised Attachment A

Task H: Collect (and submit) water quality samples at sites listed in Section III and follow protocol as defined in the *WPLMN Standard Operating Procedures and Guidance (SOPG)**. For the Aquatic Invasive Species (AIS) sites, follow the *MPCA Water Quality Monitoring in AIS Infested Locations Standard Operating Procedures***.

1. Collect 26 routine grab samples and an estimated 10 event samples at each sampling location each year.
2. Collect two field replicate samples per year at each site.
3. Collect one equipment blank sample year per primary sampler at one site. The equipment blank may be collected at any one site covered by the primary staff person.
4. Ship or deliver samples to MCES Laboratory for analyses of total phosphorus (TP), total suspended solids (TSS), total Kjeldahl nitrogen (TKN), nitrate-nitrite nitrogen (NO₃-NO₂-N), and dissolved orthophosphate (DOP). DOP will only be collected at major watershed and basin sites.
5. Finalized laboratory results for the 5 sampling sites identified in Section III Site Table will be submitted as an Electronic Data Deliverable (EDD) annually to the MPCA by:
 - a. January 1 for the preceding year's data spanning January 1 through September 30
 - b. February 15 for preceding year's data spanning October 1 through December 31

* <https://www.pca.state.mn.us/sites/default/files/wq-cm1-02.pdf>

** <https://www.pca.state.mn.us/sites/default/files/wq-s1-68.pdf>

***Field replicate and equipment blank samples may be used at regular samples during wet years.

Task I: Collect field measurements and observations at each visit and record on WPLMN field sheet, field book or electronically and submit by deadlines.

1. Collect field meter measurements (dissolved oxygen, water temperature, pH, and specific conductance) in situ, using a properly calibrated field meter.
2. Collect stream transparency using a 100 cm Secchi tube.
3. Record datalogger readings, error range, control conditions, water level information (using a wire weight gage, staff gage, or weighted tape) and visual observations.
4. Submit reviewed field meter measurements, transparency data, and visual observations by the 15th of each month.
5. Finalized field data will be submitted as an Electronic Data Deliverable (EDD) annually to the MPCA by:
 - a. January 1 for the preceding year's data spanning January 1 through September 30
 - b. February 15 for preceding year's data spanning October 1 through December 31

Task J: Complete pollutant load calculations using the FLUX32 model.

1. MCES develops input files with USGS or MCES flow data and chemistry information for TP, DOP, TSS, TKN, NO₃-NO₂-N and Chloride.
2. Using FLUX32 pollutant load model, calculate site-specific seasonal or annual loads. Four-hour maximum time commitment per site.
3. Submit FLUX32 pollutant load data as zip files to MPCA Project Manager 60 days after input files are generated with finalized flow information from MCES or USGS.
4. Each staff calculating pollutant loads are required to participate in two MPCA-led, site-specific FLUX32 verification meetings per calendar year. Day and time to be mutually agreed upon by all parties.

Task K: Make stream flow measurements and conduct data workup and flow computation.

1. Make stream flow measurements based on DNR protocols on a 4-to-7-week rotation at the Vermillion River and Bassett and Purgatory Creek sites.
2. Document stream condition using field books and field sheets and upload datalogger data and gaging information into MCES database.
3. Calculate stream flow discharge by correcting stage data and using flow measurements to update rating curves at 4- three (3) sites (Vermillion, Bassett, and Purgatory) as shown in Section III.
4. Calculate stream flow discharge at Rum River using a ratio equation developed in cooperation with Minnesota Department of Natural Resources.
- 4-5. Publish stream flow data and provide to MPCA annually.

Task L: Station equipment upkeep/maintenance

1. Install, operate, and remove automated samplers annually for event-based sampling at Purgatory and Bassett Creeks.
2. Clean in-stream probes/bubblers and conduct shelter/platform/conduit repair as needed to maintain function and appearance.

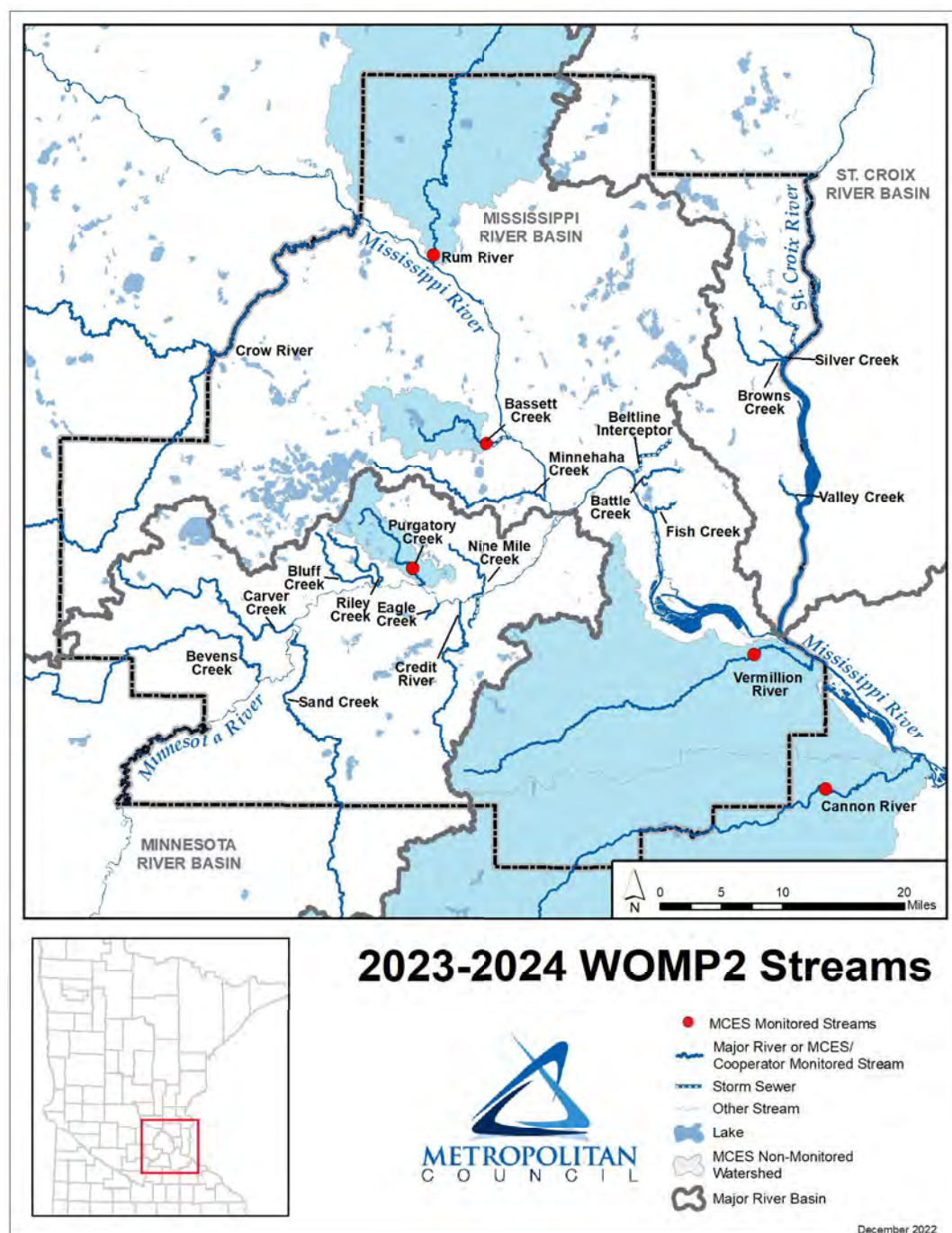
III. Monitoring site table

Site type	Basin	WISKI ID	EQulS ID	Site name	Coordinates	Sampler Organization	AIS	Tier	Tasks*
Basin	Mississippi River (Twin Cities)	E20041001	S000-025	Mississippi River at US HWY 169 at Champlin, MN	45.1880506300, -93.39028854000	NA	NA	3	FLUX
Major Watershed	Rum River	H21101002	S006-142	Rum River at Anoka, E Main St	45.1982983300, -93.39134250000	MCES	Yes	3	FLUX, sampling, flow comp
Basin	Minnesota River (Shakopee)	E33143004	TBD S000-310	Minnesota River at Fort Snelling State Park, MN	44.8700376300, -93.19216793000	NA	NA	3	FLUX
Basin	Minnesota River (Shakopee)	E33145001	S000-039	Minnesota River nr Jordan, MN	44.6927446400, -93.64186591000	NA	NA	3	FLUX
Basin	St. Croix River (Lower)	E37061001	S006-069	St Croix River at Stillwater, MN	45.0566540000, -92.80262900000	NA	NA	3	FLUX
Basin	Mississippi River (Red Wing)	W38014001	S000-132	Mississippi River L&D #3 nr Red Wing, Lock and Dam Rd	44.6117230000, -92.61019200000	NA	NA	3	FLUX
Major Watershed	Cannon River	E39004002	S000-003	Cannon River at Welch, MN	44.5644899800, -92.73170319000	Dakota SWCD		3	FLUX, sampling
Major Watershed	Mississippi River (Red Wing)	W38025005	TBD S016-816	Vermillion River at Hastings, 200ft ds US61	44.7248808000, -92.85155489000	Dakota SWCD		3	FLUX, sampling, flow comp
Major Watershed	Minnesota River (Shakopee)	TBD E33118003	S007-907	Purgatory Creek at Pioneer Trail, Eden Prairie	44.827, -93.422	Riley-Purgatory-Bluff Creek Watershed District		3	FLUX, sampling, flow comp, autosampler
Major Watershed	Mississippi River (Twin Cities)	TBD E20095002	S008-847	Bassett Creek at Van White Memorial Blvd	44.977324, -93.295806	Bassett Creek Watershed Management Commission	Yes	3	FLUX, sampling, flow comp, autosampler

*Tasks: This list indicates the specific tasks that will be completed at each site.

- FLUX32 work is referenced in Task J and includes all sites.
- Sampling will follow the SOPG and tasks defined in Tasks F – I at 5 sites.
- There are 4 sites with “flow comp” that will follow Task K.
- The autosampler task (Task L) will occur at 2 sites.

IV. Project area map



V. Measurable outcomes

Measures for success:

- Operation and maintenance of deployed equipment for continuous data and automated grab sampling.
- Active cooperation and assistance provided to local water monitoring cooperators on the project.
- Water samples and field measurements will be collected at each monitoring location, at appropriately defined times and flow conditions.
- Regular review of hydrographs and meetings with WPLMN Project Manager.
- Accepted Quality Assurance (QA)/Quality Control (QC) sampling procedures will be adhered to.
- All monitoring data sampled through this project will meet the requirements of and be entered into the proper templates and submitted on time.

VI. Budget

	Total staff cost (see rates below)*	\$143,880.00 <u>\$324,580.00</u>	
	Laboratory analyses	\$19,764.00 <u>\$48,024.00</u>	
	Cooperator Payments (see below)	\$52,000.00 <u>\$108,000.00</u>	
	Equipment and supplies	\$10,000.00 <u>\$19,900.00</u>	
	Total obligation will not exceed:	\$225,644.00 <u>\$500,504.00</u>	

* Staff rates shall not exceed the following rates:

		<u>Effective upon execution of Amendment 1</u>			<u>Effective upon execution of Amendment 1</u>
Stream Lead Scientist	\$65.00	<u>\$80.00</u>	River Scientist	\$60.00	<u>\$80.00</u>
Stream Senior Scientist	\$65.00	<u>\$80.00</u>	Assessment Scientist A	\$55.00	<u>\$75.00</u>
Stream Scientist A	\$55.00	<u>\$65.00</u>	Assistant Manager	\$75.00	<u>\$90.00</u>
Stream Scientist B	\$55.00	<u>\$60.00</u>	Database Scientist	\$65.00	<u>\$70.00</u>

~~No positions beyond those listed here shall perform work for the project without prior approval and an amended joint powers contract. No classifications beyond those listed here shall perform work for the project without prior written approval from the MPCA.~~

Cooperator	Amount*	<u>Effective upon execution of Amendment 1</u>
Riley-Purgatory-Bluff Creek Watershed District	\$10,000.00	<u>\$20,000.00</u>
Bassett Creek Watershed Management Commission	\$10,000.00	<u>\$20,000.00</u>
Dakota County Soil and Water Conservation District	\$32,000.00	<u>\$68,000.00</u>

*expenses to include mileage, supplies/equipment, shipping



Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 222906

Tempo AI: 187607

Activity ID: PRO20220003

Met Council Contract ID: 22G002

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency** ("MPCA" or "State"), 520 Lafayette Road North, Saint Paul, Minnesota 55155, and **Metropolitan Council**, 390 Robert Street North, St. Paul, MN 55101 ("Governmental Unit" or "MCES")

Recitals

1. Under Minn. Stat. §§ 15.061 and 471.59 the State is empowered to engage such assistance as deemed necessary.
2. The MPCA is in need of **Metro Area Watershed Outlet Monitoring Program 2 (WOMP2)** (Project).
3. The State represents that it is duly qualified and agrees to provide the services described in this Agreement. Accordingly, the Parties agree as follows:

Agreement

1. Term of Agreement

- 1.1 Effective Date: **January 31, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **December 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The MCES, who is not a state employee, will conduct the Project and follow the Budget for the said Project as specified in **Attachment A**, which is attached and incorporated into this Agreement. No terms or conditions of the MCES's proposal will be construed to modify, diminish, or derogate the terms and conditions of this Agreement.

All water monitoring programs and projects that involve environmental data acquisition from direct measurement activities or laboratory analysis must have an approved Quality Assurance Project Plan (QAPP) to ensure all data collected are of known and suitable quality and quantity. The MCES shall cooperate in the completion of the QAPP, and comply with the requisite elements of the plan.

All laboratory work conducted under this Project must be done by a laboratory currently certified by the Minnesota Department of Health and/or MPCA for the parameter being measured.

The MCES shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent; and shall be, where applicable, appropriately medically monitored during activities undertaken.

3. Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the MCES under this Agreement as follows:

- (a) **Compensation.** The MCES will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of **Attachment A**.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the MCES as a result of this Agreement will not exceed the total amount set forth in travel expense section

of the detailed Budget section of **Attachment A**, provided that the MCES will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at:

<http://www.mmd.admin.state.mn.us/commissionersplan.htm>.

- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the MCES under this Agreement will not exceed **\$225,644.00 (Two Hundred Twenty-five Thousand Six Hundred Forty-four Dollars and Zero Cents)**.

3.2 Payment.

- (a) **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. Payments shall be withheld if **Attachment A** deliverables have not been received. Invoices must be submitted timely and according to the following schedule: **No less than quarterly and no more than monthly.**

Invoices must include:

- Governmental Unit Name
- Agreement Amount
- Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Authorized Representative/Project Manager
- SWIFT Contract Number
- Invoicing Period (actual working period)
- Itemized list of all work performed
- Other items as requested

Invoices must be submitted electronically to: mpca.ap@state.mn.us. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Governmental Unit shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this Contract. State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

4. Authorized Representatives

The State's Authorized Representative is **Kelli Nerem**, 504 Fairgrounds Road, Suite 200, Marshall, Minnesota 56258, 507-476-4251, kelli.nerem@state.mn.us, or successor, and has the responsibility to monitor MCES's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is **Daniel Henely**, 2400 Childs Road, St. Paul, Minnesota 55106, 651-602-8085, daniel.henely@metc.state.mn.us, or successor.

5. Assignment, Change Order, 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 Change Orders. If the State's Project Manager or the Governmental Unit's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Governmental Unit's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

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 Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability.

Each party will be responsible for its own acts and behavior and the results thereof.

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 Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the 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. Intellectual Property Rights.

A. Intellectual property rights: All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents, shall be jointly owned by the MCES and the State. Works shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks or other materials whether intangible or electronic forms, prepared by the MCES, its employees, and subcontractors, either individually or jointly with others in the performance of this Contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the MCES, its employees, or subcontractors, in the performance of this Contract. The ownership interests of the State and the MCES in the works and documents shall equal the ratio of each party's contributions to the total described in the budget of this Contract, except that the State's ownership interests in the works and documents shall be not be less than 50 percent (50%). The party's

ownership interesting the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

B. Obligations:

1. **Notification:** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the MCES, including its employees and contractors, in the performance of this Contract, the MCES shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the MCES and the State, and the costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.
2. **Representation:** The MCES shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the MCES and the State as agreed herein, and that no MCES employee, agent, or contractor retains any interest in and to the works and documents. The MCES represents and warrants that the works and documents do not and shall not infringe upon any intellectual property rights of others. The MCES shall indemnify, defend, and hold harmless the state, at the MCES'S expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the works or documents infringe upon the intellectual property rights of others. The MCES shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the MCES'S or the State's opinion is likely to arise, the MCES shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State shall be in addition to and not exclusive of other remedies provided by law.

- C. **Uses of the works and documents:** The State and MCES shall joint have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the works, including documents shall be authorized without a future written contractual agreement between the parties.
- D. **Possession of documents:** The documents may remain in the possession of the MCES. The State may inspect any of the documents at any reasonable time. The MCES shall provide a copy of the documents to the State without cost upon the request of the State.
- E. **Survivability:** The rights and duties of the State and the MCES provided for above shall survive the expiration or cancellation of this Contract.

10. 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.

11. Termination

- 11.1 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.

11.2 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.

12. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

13. Clean Water Funding.

13.1 Legacy Logo. Minn. Stat. §114D.50 Subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section [3.303, subdivision 10](#).

Clean Water Land and Legacy Amendment Logo Usage Guidelines:

http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf

Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

13.2 Reporting FTEs. Minn. Stat. §3.303, Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

1. State Encumbrance Verification

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

Print Name: Christina Sundgaard
DocuSigned by:

Signature: 


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Title: Encumbrance Verification Date: January 31, 2023

3. Minnesota Pollution Control Agency

With delegated authority

Print Name: Lewis, Melissa
DocuSigned by:

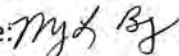
Signature: 

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Title: Assistant Division Director Date: February 1, 2023

2. Metropolitan Council

Print Name: Mary L Bogie

Signature: 

Title: Date: Jan 31, 2023

Regional Administrator

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: PaZong Thao
DocuSigned by:

Signature: 

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Title: Contract Specialist Date: February 2, 2023

Admin ID: 80473



520 Lafayette Road North
St. Paul, MN 55155-4194

FY23 WPLMN workplan

Watershed Pollutant Load Monitoring Network (WPLMN)

SWIFT: 222906
Tempo AI: 187607
Activity ID: PRO20220003
Met Council 22G002

I. Project information

Project title: Metro Area Watershed Outlet Monitoring Program 2 (WOMP2)

Local Partner information:

Organization name: Metropolitan Council

Street address: 2400 Childs Road

City: St. Paul

State: MN

Zip code: 55106

Primary contact name: Daniel Henely

Phone: 651-602-8085

Email address: Daniel.henely@metc.state.mn.us

Fiscal contact name: Emmanuel Benson

Phone: 651-602-1458

Email address: Emmanuel.benson@metc.state.mn.us

Field contact name: Cassie Champion

Phone: 651-602-8754

Email address: Cassandra.champion@metc.state.mn.us

Project location:

Basin (check all that apply by double clicking on the box and select checked):

☒ Upper Mississippi River ☒ Lower Mississippi River ☐ Minnesota River ☐ Rainy River ☐ Red River

Major Watershed(s): Mississippi River - Twin Cities, Rum River, Lower Minnesota River, Cannon River, Mississippi River - Lake Pepin, St. Croix River - Stillwater Hydrologic unit code(s): 7010206, 7010207, 7020012, 7040001, 7040002, 07030001

Estimated full-time equivalents (FTE) per year (total hrs/2,088 hrs/year): 0.59

Please note: Actual FTE calculated in progress reports.

Name of eligible laboratory: Metropolitan Council Environmental Services (MCES) Laboratory

Brief project summary:

The Minnesota Pollution Control Agency's (MPCA) WPLMN is a long-term program designed to measure pollutant loadings from Minnesota's major rivers and the outlets of watersheds draining to these rivers. This agreement provides MCES a portion of the necessary funding to conduct pollutant load monitoring and data evaluation at 5 Metropolitan Area load monitoring stations which is a subset of stations that are part of MCES' larger regional stream monitoring network. The pollutant load monitoring data is used to assist with watershed and water quality studies and reports, watershed modeling efforts, the measurement of the ongoing effectiveness of watershed protection and restoration plans, impaired waters assessments, and an understanding of trends over time.

At each WPLMN funded monitoring site, stream stage and flow (unless monitoring being done by USGS), will be continuously measured with on-site instrumentation and dataloggers. During precipitation and runoff events (generally during the March-October period), automated samplers collect water quality samples during the event at smaller watersheds (Purgatory and Bassett Creeks), and event-based grab samples are obtained at larger watersheds (Cannon, Vermillion, Rum Rivers). Routine grab samples will be taken every other week at all sites. WOMP Cooperators will help maintain sites and instrumentation, help establish and maintain stream rating curves when needed, and collect and submit water quality samples.

The MCES Laboratory Services Section will analyze the water quality samples collected. This contract will cover the laboratory costs of tests aligned with MPCA's WPLMN programs, including nitrate/nitrite, total Kjeldahl nitrogen, total phosphorus, total suspended solids, and filtered ortho-phosphorus. Ortho-phosphorus will only be covered at Cannon River, Rum River, and Vermillion River stations. Data will be reviewed by MCES Water Resources staff and submitted to MPCA's EQulS database per workplan details below and made publicly available on the Met Council Water Quality Data Website EIMS.

II. Workplan detail

The following tasks are to be completed by the local partner throughout the contract.
Timeframe: January 2023 to December 31, 2024

Objective: Stream Monitoring, Data Management, and Project Oversight

Task A: Attend online, field, or classroom training hosted by Minnesota Pollution Control Agency (MPCA) or Minnesota Department of Natural Resources (DNR). Training dates, time, and location must be approved by MPCA.

1. Metro Area WPLMN Coordinator will meet with cooperator field staff. Site visits should occur once per year. Each party may request additional visits, as needed.
2. Attend training offered by MPCA and DNR staff regarding field visits, sampling, and data management (FLUX32), as needed.
3. Attend one-hour Webex meeting on MPCA administrative and invoice training once per contract, or as needed.
4. Participate in a statewide WPLMN meeting once per contract.
5. Metro Area WPLMN Coordinator will develop and host WOMP Cooperator Forum annually with cooperators.

Task B: Track project expenditures and submit invoices.

1. Develop budget tracking spreadsheet and track expenditures.
2. Compile and submit invoices quarterly.

Task C: Complete reporting requirements using format provided by MPCA Project Manager.

1. Compile and submit Interim Progress Report by February 1, annually to MPCA Project Manager for activities completed from the previous calendar year.
2. Compile and submit Final Progress Report upon submittal of final invoice. An interim progress report would be required in lieu of a final progress report (if an amendment is executed to extend the contract term).
3. Display approved progress reports on www.metrocouncil.org throughout the contract.

Task D: Maintain open and effective communication.

1. Metro Area WPLMN Coordinator or other MCES staff to attend one-hour conference calls as scheduled by MPCA. Up to 21 meetings per year will be held. Meetings typically held every other week through October 31 and every six weeks during the winter.
2. MPCA's WPLMN Program Coordinator (or Supervisor), and Project Manager will coordinate with MCES to participate in a mid-project meeting once fifty percent of the funds have been expended. Meeting date, time, and location to be agreed upon by all parties.
3. MCES project management staff communicate with Cooperators regarding routine and event sampling and technical support.

Task E: Prepare for stream monitoring season.

1. Familiarize sampling staff with stream sampling locations through field visits and desktop reconnaissance as needed.
2. Review a Quality Assurance Project Plan (QAPP) and comply with the requisite elements of the signed plan. The QAPP must be approved by MPCA prior to collection of stream samples. Updates shall be done on QAPP, as needed.
3. Ensure proper equipment is available and purchase necessary monitoring equipment and supplies as needed based on Eligible Expenses section listed on the MPCA's WPLMN website at <https://www.pca.state.mn.us/business-with-us/funding-for-long-term-river-and-stream-monitoring>
4. Maintain a copy of the *Permit to Appropriate and Transport Water for Water Quality Sampling* (provided by the MPCA) in sampling equipment or vehicle.
5. Review Aquatic Invasive Species (AIS) list when updated. If AIS are identified at sampling locations, work with MPCA Project Manager to define sampling protocols and equipment at AIS sampling locations.

Task F: Become familiar with site specific hydrologic and water quality dynamics to aid in determining sample collection timing and frequency.

1. Consult an array of precipitation and weather forecasting websites.
2. Review hydrographs to determine hydrologic response times.
3. Review laboratory results for analytical, transcription, and/or site location errors upon receipt.

Task G: Ensure field meter is calibrated, in good operational order, records are kept and submitted.

1. Calibrate dissolved oxygen, pH*, and specific conductance* prior to each sampling event during open water sampling.
2. Replace probes and sensors and perform general maintenance as needed.
3. Conduct temperature sensor check with National Institute of Standards and Technology (NIST) traceable thermometer twice per monitoring season.
4. Document calibration and maintenance records in log book or log sheets.
5. Calibration logs submitted annually by January 1.

**Specific conductance and pH no more frequently than weekly.*

Attachment A

Task H: Collect (and submit) water quality samples at sites listed in Section III and follow protocol as defined in the *WPLMN Standard Operating Procedures and Guidance (SOPG)**. For the Aquatic Invasive Species (AIS) sites, follow the *MPCA Water Quality Monitoring in AIS Infested Locations Standard Operating Procedures***.

1. Collect 26 routine grab samples and an estimated 10 event samples at each sampling location each year.
2. Collect two field replicate samples per year at each site.
3. Collect one equipment blank sample year per primary sampler at one site. The equipment blank may be collected at any one site covered by the primary staff person.
4. Ship or deliver samples to MCES Laboratory for analyses of total phosphorus (TP), total suspended solids (TSS), total Kjeldahl nitrogen (TKN), nitrate-nitrite nitrogen (NO₃-NO₂-N), and dissolved orthophosphate (DOP). DOP will only be collected at major watershed and basin sites.
5. Finalized laboratory results for the 5 sampling sites identified in Section III Site Table will be submitted as an Electronic Data Deliverable (EDD) annually to the MPCA by:
 - a. January 1 for the preceding year's data spanning January 1 through September 30
 - b. February 15 for preceding year's data spanning October 1 through December 31

* <https://www.pca.state.mn.us/sites/default/files/wq-cm1-02.pdf>

**<https://www.pca.state.mn.us/sites/default/files/wq-s1-68.pdf>

***Field replicate and equipment blank samples may be used at regular samples during wet years.

Task I: Collect field measurements and observations at each visit and record on WPLMN field sheet, field book or electronically and submit by deadlines.

1. Collect field meter measurements (dissolved oxygen, water temperature, pH, and specific conductance) in situ, using a properly calibrated field meter.
2. Collect stream transparency using a 100 cm Secchi tube.
3. Record datalogger readings, error range, control conditions, water level information (using a wire weight gage, staff gage, or weighted tape) and visual observations.
4. Submit reviewed field meter measurements, transparency data, and visual observations by the 15th of each month.
5. Finalized field data will be submitted as an Electronic Data Deliverable (EDD) annually to the MPCA by:
 - a. January 1 for the preceding year's data spanning January 1 through September 30
 - b. February 15 for preceding year's data spanning October 1 through December 31

Task J: Complete pollutant load calculations using the FLUX32 model.

1. MCES develops input files with USGS or MCES flow data and chemistry information for TP, DOP, TSS, TKN, NO₃-NO₂-N and Chloride.
2. Using FLUX32 pollutant load model, calculate site-specific seasonal or annual loads. Four-hour maximum time commitment per site.
3. Submit FLUX32 pollutant load data as zip files to MPCA Project Manager 60 days after input files are generated with finalized flow information from MCES or USGS.
4. Each staff calculating pollutant loads are required to participate in two MPCA-led, site-specific FLUX32 verification meetings per calendar year. Day and time to be mutually agreed upon by all parties.

Task K: Make stream flow measurements and conduct data workup and flow computation.

1. Make stream flow measurements based on DNR protocols on a 4-to-7-week rotation at the Vermillion River and Bassett and Purgatory Creek sites.
2. Document stream condition using field books and field sheets and upload datalogger data and gaging information into MCES database.
3. Calculate stream flow discharge by correcting stage data and using flow measurements to update rating curves at 4 sites as shown in Section III.
4. Publish stream flow data and provide to MPCA annually.

Task L: Station equipment upkeep/maintenance

1. Install, operate, and remove automated samplers annually for event-based sampling at Purgatory and Bassett Creeks.
2. Clean in-stream probes/bubblers and conduct shelter/platform/conduit repair as needed to maintain function and appearance.

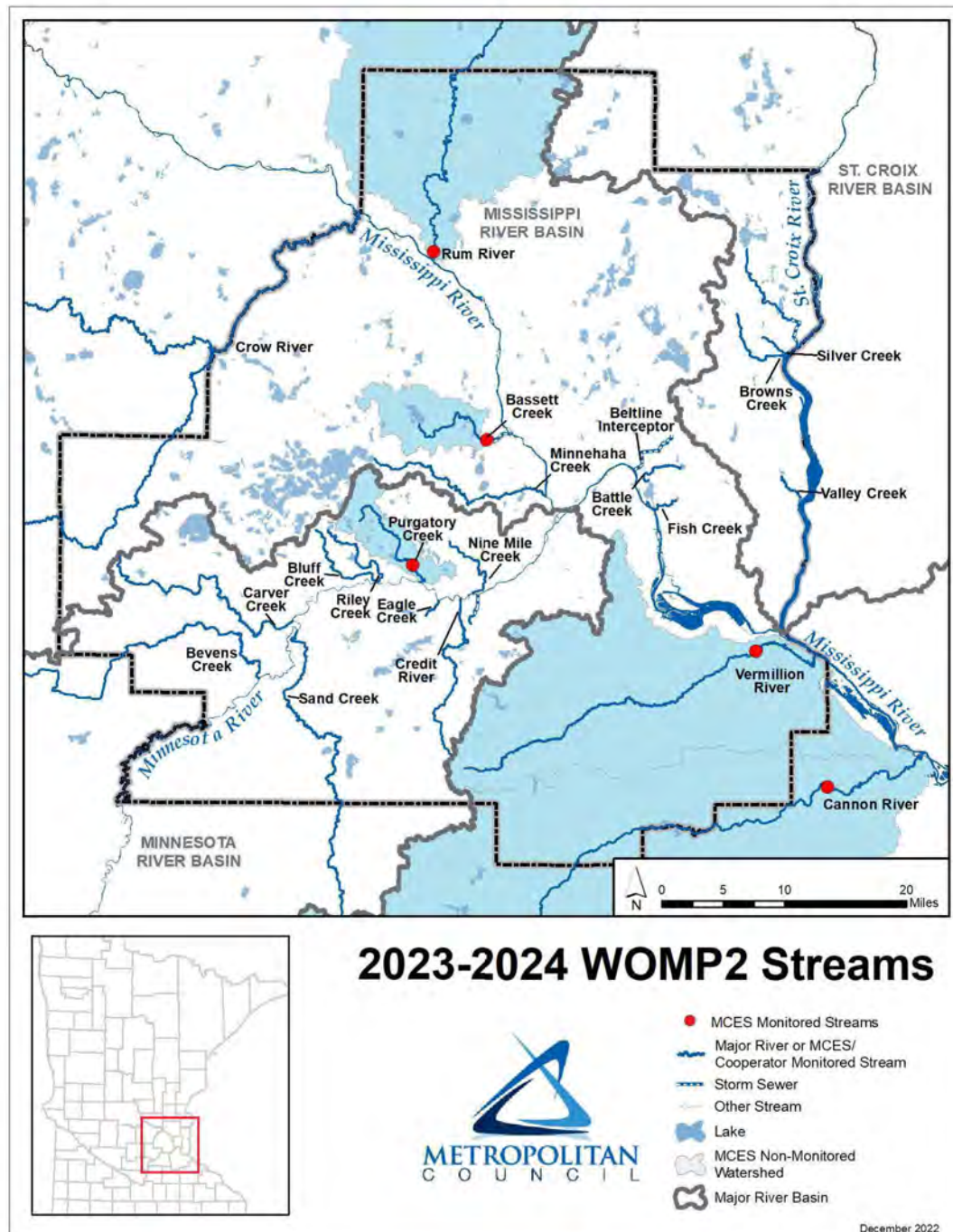
III. Monitoring site table

Site type	Basin	WISKI ID	EQulS ID	Site name	Coordinates	Sampler Organization	AIS	Tier	Tasks*
Basin	Mississippi River (Twin Cities)	E20041001	S000-025	Mississippi River at US HWY 169 at Champlin, MN	45.1880506300, -93.39028854000	NA	NA	3	FLUX
Major Watershed	Rum River	H21101002	S006-142	Rum River at Anoka, E Main St	45.1982983300, -93.39134250000	MCES	Yes	3	FLUX, sampling, flow comp
Basin	Minnesota River (Shakopee)	E33143004	TBD	Minnesota River at Fort Snelling State Park, MN	44.8700376300, -93.19216793000	NA	NA	3	FLUX
Basin	Minnesota River (Shakopee)	E33145001	S000-039	Minnesota River nr Jordan, MN	44.6927446400, -93.64186591000	NA	NA	3	FLUX
Basin	St. Croix River (Lower)	E37061001	S006-069	St Croix River at Stillwater, MN	45.0566540000, -92.80262900000	NA	NA	3	FLUX
Basin	Mississippi River (Red Wing)	W38014001	S000-132	Mississippi River L&D #3 nr Red Wing, Lock and Dam Rd	44.6117230000, -92.61019200000	NA	NA	3	FLUX
Major Watershed	Cannon River	E39004002	S000-003	Cannon River at Welch, MN	44.5644899800, -92.73170319000	Dakota SWCD		3	FLUX, sampling
Major Watershed	Mississippi River (Red Wing)	W38025005	TBD	Vermillion River at Hastings, 200ft ds US61	44.7248808000, -92.85155489000	Dakota SWCD		3	FLUX, sampling, flow comp
Major Watershed	Minnesota River (Shakopee)	TBD	S007-907	Purgatory Creek at Pioneer Trail, Eden Prairie	44.827, -93.422	Riley-Purgatory-Bluff Creek Watershed District		3	FLUX, sampling, flow comp, autosampler
Major Watershed	Mississippi River (Twin Cities)	TBD	S008-847	Bassett Creek at Van White Memorial Blvd	44.977324, -93.295806	Bassett Creek Watershed Management Commission	Yes	3	FLUX, sampling, flow comp, autosampler

*Tasks: This list indicates the specific tasks that will be completed at each site.

- FLUX32 work is referenced in Task J and includes all sites.
- Sampling will follow the SOPG and tasks defined in Tasks F – I at 5 sites.
- There are 4 sites with “flow comp” that will follow Task K.
- The autosampler task (Task L) will occur at 2 sites.

IV. Project area map



V. Measurable outcomes

Measures for success:

- Operation and maintenance of deployed equipment for continuous data and automated grab sampling.
- Active cooperation and assistance provided to local water monitoring cooperators on the project.
- Water samples and field measurements will be collected at each monitoring location, at appropriately defined times and flow conditions.
- Regular review of hydrographs and meetings with WPLMN Project Manager.
- Accepted Quality Assurance (QA)/Quality Control (QC) sampling procedures will be adhered to.
- All monitoring data sampled through this project will meet the requirements of and be entered into the proper templates and submitted on time.

VI. Budget

Total staff cost (see rates below)*	\$149,880.00
Laboratory analyses	\$13,764.00
Cooperator Payments (see below)	\$52,000.00
Equipment and supplies	\$10,000.00
Total obligation will not exceed:	\$225,644.00

* Staff rates shall not exceed the following rates:

Stream Lead Scientist	<u>\$65.00</u>	River Scientist	<u>\$60.00</u>
Stream Senior Scientist	<u>\$65.00</u>	Assessment Scientist A	<u>\$55.00</u>
Stream Scientist A	<u>\$55.00</u>	Assistant Manager	<u>\$75.00</u>
Stream Scientist B	<u>\$55.00</u>	Database Scientist	<u>\$65.00</u>

No positions beyond those listed here shall perform work for the project without prior approval and an amended joint powers contract.

Cooperator	Amount*
Riley-Purgatory-Bluff Creek Watershed District	\$10,000.00
Bassett Creek Watershed Management Commission	\$10,000.00
Dakota County Soil and Water Conservation District	\$32,000.00

*expenses to include mileage, supplies/equipment, shipping

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 3/13/2025

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Authorize submittal of Accelerated Implementation Grant Application to the Minnesota Department of Health (MDH) for groundwater protection and to execute if awarded.

SUMMARY:

The MDH has announced a grant opportunity focused on accelerating implementation activities that would benefit groundwater resources. In partnership with the Dakota County Environmental Resources Groundwater Unit, a grant application has been prepared requesting funds to implement activities within the Agricultural Chemical Reduction Effort (ACRE) Plan, primarily focusing on public education.

Dakota County Environmental Resources and Dakota SWCD have both received this MDH grant in previous funding cycles. The County has used it for ACRE implementation, and SWCD jointly worked on the Model Mining Ordinance in the past.

The grant application is due to the MDH by March 14. Under the proposal, the SWCD would be responsible for grant administration. Dakota County and key partners' staff time will be included in the grant. The primary focus is development of a Passport to Agriculture program, similar to what has been offered in neighboring counties. An example from Rice County has been included in your materials. The Agricultural Advisory Committee for ACRE implementation has suggested this as an action item to bring awareness to the current work of farmers, and introduce new ideas as well.

EXPLANATION OF FISCAL/FTE IMPACT:

If awarded, grant funds would be included into the 2025 and 2026 budgets and staff work plans.

Supporting Documents:

Grant Factsheet
Rice County Example

Previous Board Action:

None

Groundwater Protection Initiative

ACCELERATED IMPLEMENTATION GRANT



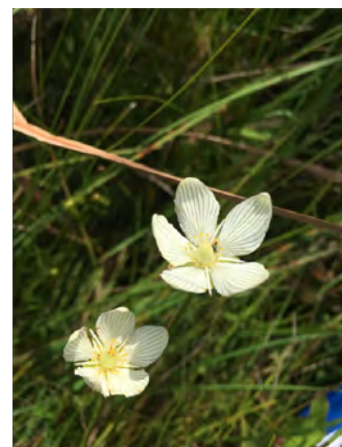
Overview

Groundwater
quality &
quantity focus

\$250,000
available
annually

Apply by
March 14,
2025

Open call for
Questions
2/25/25 at
10:00am



About the Grant

The Minnesota Department of Health (MDH) received funding from the Clean Water Fund to advance Groundwater Restoration and Protection Strategies (GRAPS). A portion of this funding is being offered as grants to build capacity to accelerate implementation of groundwater projects across the state. Each applicant will have the opportunity to apply for up to \$50,000 to conduct pre-project identification, planning, and design work that is required before on-the ground projects can be implemented. Through activities like conducting inventories of potential pollutant sites, utilizing existing targeting tools and datasets, providing technical assistance, or increasing citizen interactions, these grants equip local governments with the capacity to increase the installation and/or management of projects and practices that protect groundwater. This grant cannot be used for project implementation or mitigation purposes.



To learn more about the grant, visit: <https://www.health.state.mn.us/communities/environment/water/groundwater/accimpgrant.html>

Funding Priorities

Collaboration

This grant prioritizes collaborative efforts that result in relationship building. When effectively implemented partners have a shared understanding of resource protection needs, conservation delivery opportunities and regulatory oversight can be achieved.

Regional or Multijurisdictional Scale

This grant prioritizes proposals that target work at a regional or multijurisdictional scale.

Capacity Building

This grant prioritizes efforts that build groundwater expertise to achieve an economy of scale of resource protection.

Example Projects

- Well inventories
- Private well screenings
- Data collection to better understand regional groundwater concerns
- Targeted education campaigns
- Staff capacity building

Who Can Apply

Applicants must be a local or regional unit of government working to implement a state approved plan, such as a wellhead protection plan, metro county groundwater management plan, or comprehensive watershed management plan.

Visit our Website:



For more information, contact: health.drinkingwater@state.mn.us or 651-201-4700

This Passport you have been issued allows you to travel the wonderful world of Rice County Agriculture. You will find many activities for all ages to enjoy on this agricultural adventure!

Destinations: Dairyville, Cropstown, Safety Street, Conservation Meadows, Livestock Lane and Specialty Shores.

You will find several exhibits within each destination. After completing a stop, you will receive a stamp. Collect the necessary number of stamps to participate in an earned excursion.

Earned Excursions: Get your Passport stamped at each exhibit you visit. To participate in the various excursions, take your stamped Passport to one or more of the following choices:

- **Taste of Rice County** - 2 stamps from any of the destinations
Choice of a beef, pork or turkey meal - sponsored by Rice County Farmers
- **The Calf Experience** (bottle feeding) - 4 stamps from Dairyville
- **Tractor Ride** - 2 stamps from Cropstown & 2 stamps from Safety Street
- **Combine Simulator** - 1 stamp from Specialty Shores & 1 stamp from Conservation Meadows
- **Tractor Simulator** - 1 stamp from Cropstown & 1 stamp from Livestock Lane
- **Cow Bounce House** - 1 stamp from Safety Street & 1 stamp from Dairyville
- **Children's Farmyard**, including story time with Princess Kay of the Milky Way - 1 Stamp from Conservation Meadows & 1 Stamp from Cropstown

Enjoy your travels!

The Passport to Agriculture Planning Committee

Destinations...

Dairyville

Keep'em Moo'vin! Fitbits for cows.	23 and Me for Bessy Genomic testing in cows.	Fresh from the Udder! Cow milking demonstrations: 4:30 5:30 6:30 7:30
Having a Hay Day From feed to food.		F.A.R.M(ing) for Cows The Farmers Assuring Responsible Management (F.A.R.M.) program.

Cropstown

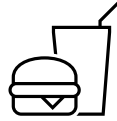
Mission for Precision Learn about how farmers utilize precision agriculture.	From Field to Fuel Ethanol and biodiesel as alternative, renewable fuels.
GMO Myths and Facts What is GMO vs Non-GMO?	Corn is A-maize-ing! Learn about how corn is produced and what it is used for.
Sweet Corn: Nature's Candy See sweet corn production from the field to the freezer.	

Safety Street

Give'm a Brake! Safely sharing the road with agriculture equipment.	Loaded Up and Truckin' Understanding and sharing the road with semi-trucks.
With Great Power Comes Great Responsibility Power take-off as a powerful but hazardous tool.	Fire Extinguishers: Can you P.A.S.S.? Learn how to Pull, Aim, Squeeze and Sweep (P.A.S.S.) a fire extinguisher.

Taste of Rice County





Destinations continued...

Livestock Lane

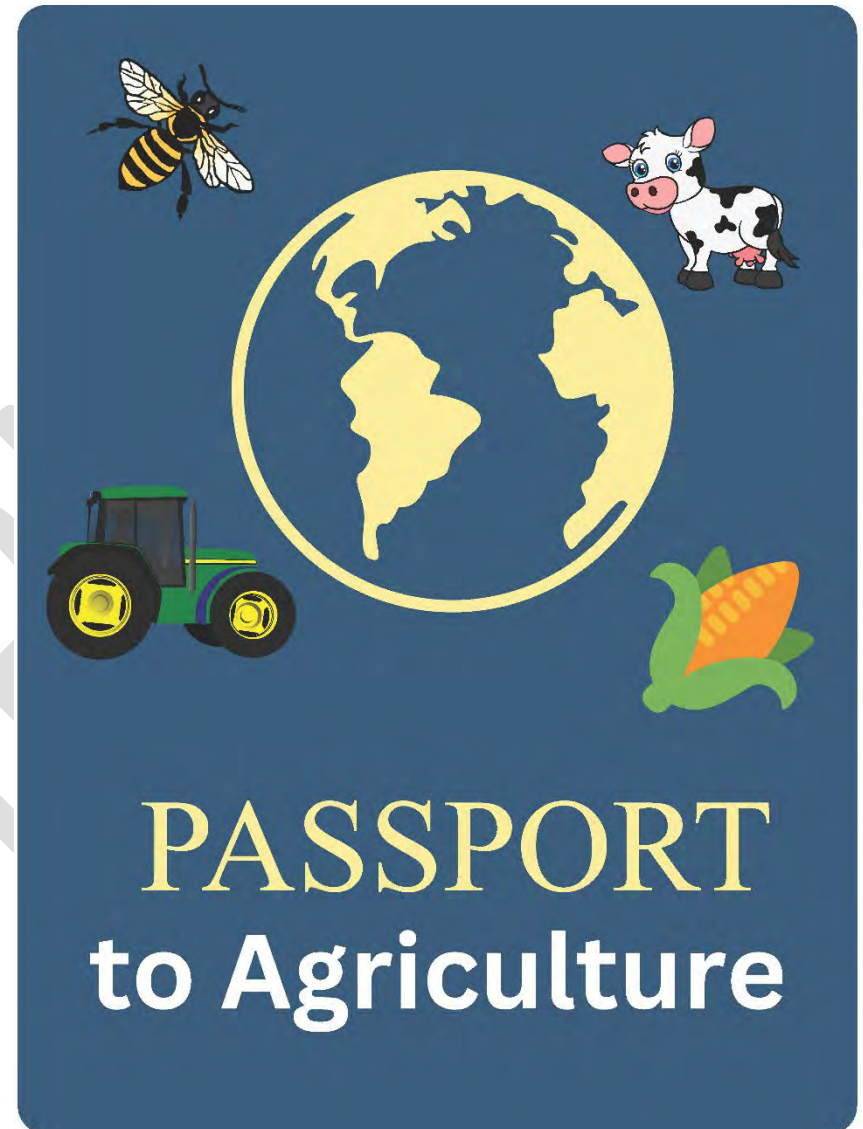
Cows, Corn, Climate The interactions between agriculture and greenhouse gas emissions.	Let's Talk Turkey Turkey production and processing in Rice County – from farm to the freezer.	Give Helga a Hand Participate in pulling a calf from a model Hereford cow.
This Little Piggy Went to Market... But First We Had to Raise Him Hog health and pork production.	Baa-d boys Baa-d boys Whatcha Gonna Do? Sheep herding demonstrations: 4:00 5:00 6:00 7:00 <i>Located in the show arena</i>	

Specialty Shores

What's all the Buzz? Honey bee biology and honey production.	Super Sticky Sweet Stuff Maple syrup production.
Visit your Local Farmers Market! Talk to local farmers about their farmers market produce and products.	Ask a Master Gardener Bring your questions about growing plants in your own yard and garden.

Conservation Meadows

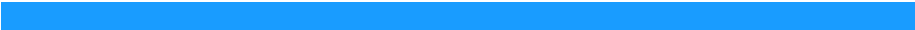
Watershed Warriors: We All Live Downstream from Someone Conservation practices that improve water quality in lakes, rivers and streams.	Guardians of the Garden Beneficial insects providing pest control and pollination in fields and gardens.
Cover Crop Craze Farmer efforts of covering the soil and improving soil health.	



Planned for you by:

Rice County American Dairy Association, Dakota/Rice County Corn & Soybean Growers, Rice County Pork Producers, Rice County Farmers Union, Rice County Farm Bureau, Rice County Sheriff's Department, Faribault Fire Department, Rice County 4-H, Faribault High School FFA, Bethlehem Academy FFA, Northfield High School FFA, Rice County Extension

Belongs to: _____



Belongs to: _____

SAMPLE

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 3/13/2025
Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED: Authorization to submit FY24-25 Watershed Based Implementation Funding (WBIF) work plans to the Minnesota Board of Water and Soil Resources (BWSR) for Cannon River (Metro), Lower Mississippi River, and Vermillion River planning areas and execute grant agreements.

SUMMARY:
The Minnesota Board of Soil and Water Resources (BWSR) allocated funds under the FY24-25 Watershed Based Implementation Funding program. Total allocated amounts include:

- Cannon River (Metro) Planning Area: \$395,361
- Lower Mississippi River Planning Area: \$208,410
- Vermillion River Planning Area: \$717,191

Under BWSR’s defined procedures, a convene process was followed to coordinate funding for prioritized, targeted, and measurable projects within each planning area. Participants (Partners) in each convene process included the SWCD(s), Dakota County, the watershed management organization, and up to two municipalities.

Projects must be identified in a BWSR or State approved plan to be eligible for funding. Additional grant match of 10% is required. Watershed priorities were identified, projects were proposed, and the highest priority projects were recommended for funding by the Partners. Through the convene process, the following Dakota SWCD projects were recommended:

- Cannon River (Metro) Planning Area
 - Sediment Reduction Practices in Agricultural Areas: \$110,000
 - Nitrate Reduction Practices: \$75,000
 - Technical and Engineering for Sediment and Nitrate Practices: \$95,000
 - Upper Chub Creek and Chub Creek Mainstem Subwatershed Analyses: \$59,331
 - Irrigation Management and Technical Assistance: \$12,729
 - Cannon CWMP Support: \$10,000
 - Grant Administration: \$8,301
- Lower Mississippi River Planning Area
 - Cost Share and Technical Assistance for Priority Waterbody BMPs: \$106,000
- Vermillion River Planning Area
 - Mississippi River Direct Subwatershed Analysis: \$30,000

EXPLANATION OF FISCAL/FTE IMPACT:
Activities will be added to 2025, 2026 and 2027 annual staff work plans and budget documents. Grant match is available through our agreements with Dakota County, the North Cannon River Watershed Management Organization, the Lower Mississippi River Watershed Management Organization, and the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:	Previous Board Action:
None	None

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 3/13/2025

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:

Adopt 2024 Annual Report

SUMMARY:

Staff has drafted a 2024 Annual Report to demonstrate the work, pollutant reductions and community engagement over the past year. The Annual Report will be available to partners and elected officials, posted and shared online through our website, linked through our social media, and available while tabling public events.

The purpose of this Annual Report is to market our programs and provide a snapshot of the past year. It is also necessary in order to meet performance standards of the Minnesota Board of Water and Soil Resources.

EXPLANATION OF FISCAL/FTE IMPACT:

Cost to complete the 2024 Annual Report is approximately \$2,000 and is funded through our allocation from Dakota County.

Supporting Documents:

Draft 2024 Annual Report

Previous Board Action:

None

2024 ANNUAL REPORT

Dakota County SWCD



WORKING TOWARDS CLEAN WATER AND HEALTHY SOILS KEPT THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT BUSY IN 2024!

The Dakota County Soil & Water Conservation District (Dakota SWCD)'s focus is to reduce soil and nutrient loss, improve water quality in lakes and streams, protect groundwater resources and enhance wildlife habitat. This work is done in partnership with federal, state and local governments, nonprofit organizations,

and most importantly, the people that live and work in Dakota County. Thank you for partnering with us on land and water conservation projects. We look forward to continued partnerships in 2025!



HIGHLIGHTS

Assisted landowners with land and water issues at over 225 sites around the county.

Provided technical assistance and cost share funds to install 116 conservation projects resulting in the removal of 1,679 lbs of phosphorous, 1,245 tons of total suspended solids (sediment) and 22,615 lbs of nitrogen from reaching our lakes, streams or groundwater resources annually.

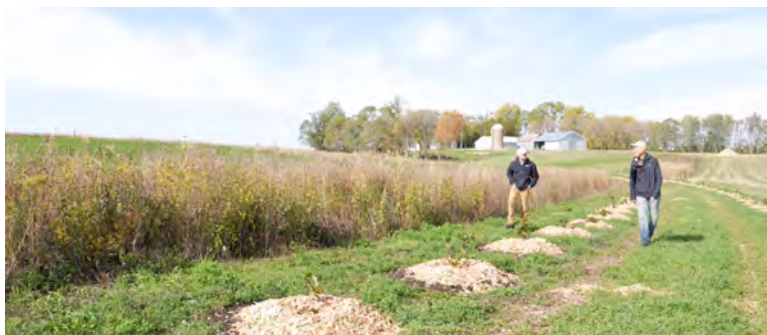
Engaged over 2,000 individuals through a variety of education and outreach programs regarding ways to benefit water quality, improve soil health, and enhance wildlife habitat including the use of pollinators and plants.

Collected 298 water quality samples in 26 water bodies across 4 watersheds. Monitored water quantity at 45 sites. Performed 7 habitat and biomonitoring assessments.

CONSERVATION IN ACTION ACROSS DAKOTA COUNTY

In 2024, Dakota SWCD worked with landowners, residents, cities, schools, churches, and businesses to reduce and control erosion, limit the impact of floods through stormwater management, ensure soil health and productivity, protect water quality, and create and preserve pollinator and wildlife habitat.

Dakota SWCD staff provided technical assistance on projects that included evaluating the appropriate conservation practice, topographic surveys, feasibility studies, design, and construction oversight.



COST SHARE FUNDING

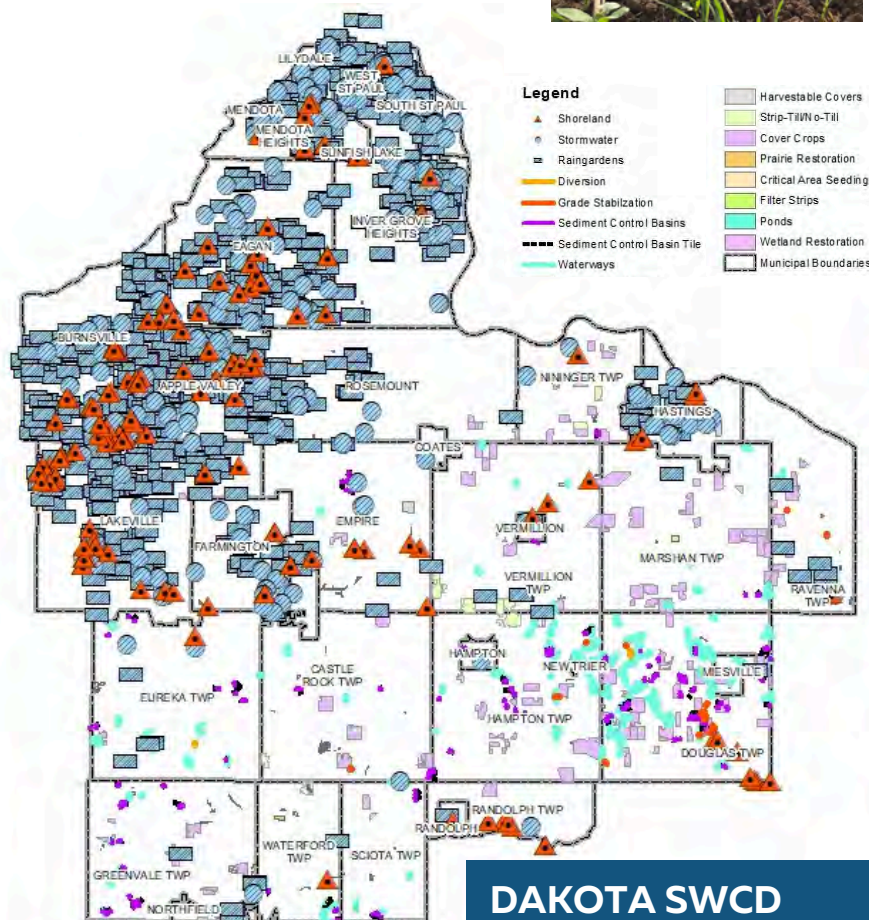
Along with providing technical assistance throughout the planning and installation process, over \$333,000 of funding was provided through cost share programs that:

- Restored 8 acres of native prairie
- Constructed 1,530 linear feet of grassed waterways
- Established cover crops on 3,975 acres of cultivated land
- Developed restoration plans for native plant communities
- Assisted Cities and Townships by developing model ordinances to protect surface water and ground water
- Increased water storage capacity by restoring wetlands and installing water control basins



Conservation projects only happen because of partnerships big and small! The Dakota SWCD worked with partners on several projects this year, including:

- City of Mendota Heights - Victoria Curve Raingardens
- Eagan Places of Worship Stormwater Assessments
- Endres Farm Partnership Soil Health Practices
- Grace Lutheran Church Stormwater Infiltration
- ISD 191 - Nicollet Middle School Stormwater Infiltration and Treatment
- Interstate Valley Creek Streambank Stabilization and Stormwater Best Management Plan Projects
- Jordan and Braun Wetland Restoration Projects
- Legvold Soil Health Practices
- Maher Cover Crops
- Riley Native Prairie Restoration
- Sharing Our Roots Native Prairie Restoration
- Stein Water and Sediment Control Basins
- Strohfus Stock Farms Harvestable Cover
- Thomas Irving Dodge Nature Center Manure Management



**DAKOTA SWCD
PROJECTS MAP**

OUTSTANDING CONSERVATIONIST

The Dakota SWCD Board proudly selected the Callister Farms as the 2024 Outstanding Conservationist. Chip and Micki Callister maintain a 30 pair cow – calf operation and are stewards of 900 acres of land in Dakota and Goodhue County. Callister Farms have a long history of implementing conservation practices, including planting cover crops using drones, conservation tillage, converting irrigation systems from high pressure to low pressure, implementing an irrigation water management plan, installing diversions, and most recently a grassed waterway project.



LANDSCAPING FOR CLEAN WATER & LAWNS RE-IMAGINED

2024 was the 18th year of our Landscaping for Clean Water (LCW) program and first year of our Lawns Re-Imagined (LRI) program. We partnered with watershed management organizations and cities to provide landowners with the skills and resources needed to protect local water quality and provide habitat for pollinators through the installation of raingardens, native gardens, native shoreline plantings and low input turfgrass.

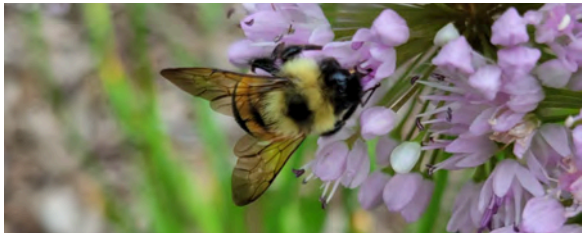


Staff provided nine presentations at locations around the county to close to 300 participants.

Class Type	Number of Classes	Number of Participants
LCW Introduction Class	5	244
Lawns Re-Imagined Class	2	
Natural Shoreline Class	1	23
LCW Garden Maintenance Class	1	17

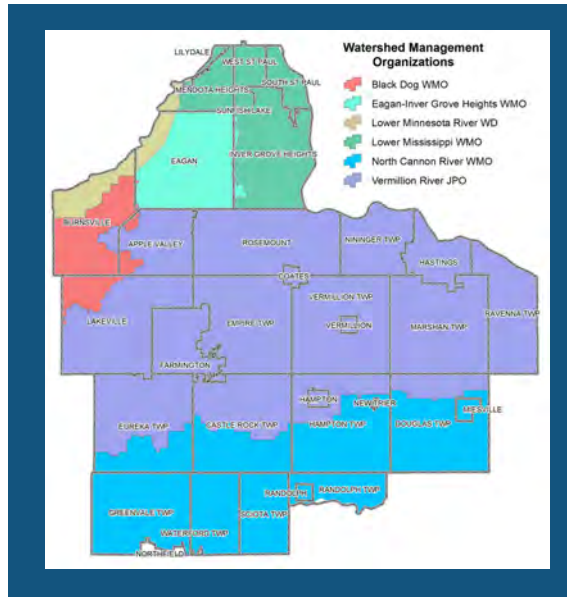


127 individuals took part in the LCW Design Course. Dakota SWCD staff provided on-site project layout and installation guidance for participants installing a project on their property, resulting in 55 completed LCW and LRI projects.



LOCAL WATERSHEDS

Dakota SWCD staff serve as either the Administrator or the Technical Lead for four watersheds in Dakota County. The Dakota SWCD also helped facilitate the implementation of watershed plan projects and programs with all six watersheds in Dakota County. This includes implementing projects and programs, as well as providing water monitoring, education and outreach programming, project management, technical assistance for a variety of different project types, and grant management.



Scan the QR code to learn more about watersheds and find out which watershed you live in!

PROGRAM PARTNERS

This is a partial list of partners the Dakota SWCD worked with in 2024 (alphabetically):

- Black Dog WMO
- Cities and Townships of Dakota County
- Cannon River Watershed Joint Powers Board
- Clean River Partners
- Dakota County
- Egan-Inver Grove Heights WMO
- Lower Minnesota River Watershed District
- Lower Mississippi River WMP
- Metropolitan Council
- Metro Conservation Districts Joint Powers Board
- North Cannon River WMO
- State of MN: Board of Water & Soil Resources; Department of Agriculture; Department of Health; Department of Natural Resources; Pollution Control Agency
- USDA: Natural Resources Conservation Service
- Vermillion River Watershed Joint Powers Organization

CONSERVATION CONNECTION

Got conservation on your mind? Stop by our office, give us a call or send us an email with your questions and we can discuss potential partnerships and cost share opportunities!

DAKOTA SWCD BOARD OF SUPERVISORS & STAFF

Board

District 1: Kevin Chamberlain, Chair
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Dave Holmen, Sr. Wetland & GIS Coordinator
Victoria Ranua, Watershed Coordinator
Pam LaValle, Finance & Grants Coordinator
Chris Houston, Administrative Specialist



2024 TREE SALE

The Dakota SWCD held the annual tree sale offering high-quality deciduous shrub, tree, and conifer bare-root seedlings at a low cost for urban and rural conservation purposes. The 13,000 seedlings sold through the tree sale were all species native to Minnesota and found in Dakota County and were available in late April for early spring planting.

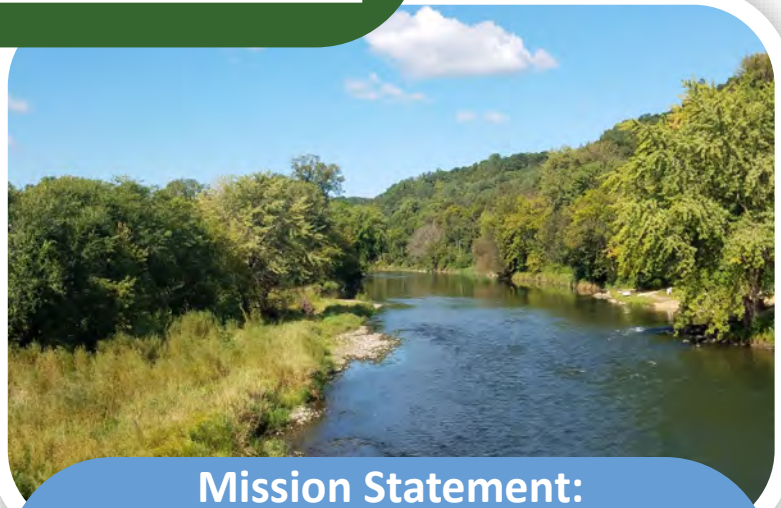


Cannon River Watershed Joint Powers Organization

2024 Annual Report

Partners across the watershed are working together to address priorities within the Cannon River Comprehensive Watershed Management Plan. Members are working on 19 activities related to Resource Concerns, 20 different Landscape Concerns and 11 Socioeconomic Concerns.

Within this Annual Report there are high level summaries of projects, events, studies, monitoring and funding.



Mission Statement:

Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

Projects & Progress

Cumulative since Plan adoption in 2020:

- 72 agricultural structures including basins and grade stabilization structures
- 1,540 acres of agricultural management practices, primarily cover crops
- Prevented 3,671 tons of sediment (TSS) from reaching streams and lakes each year
- Prevented 478 pounds of phosphorus from reaching streams and lakes each year
- Sealed 8 wells preventing groundwater contamination
- Assisted with design and installation of 6 Native Shoreline Plantings

Watershed Plan Priority Area Goals

Protection Lake	10-yr Reduction Goal	Progress
Beaver	6 lbs/yr phosphorus	Increase Efforts ↗
Dudley(and Kelly)	87 lbs/yr phosphorus	Increase Efforts ↗
Fish	7 lbs/yr phosphorus	Increase Efforts ↗
Roemhildts	84 lbs/yr phosphorus	Increase Efforts ↗
Impaired Lake	10-yr Reduction Goal	Progress
Cedar	340 lbs/yr phosphorus	Increase Efforts ↗
Fox	534 lbs/yr phosphorus	Making Progress →
Hunt	606 lbs/yr phosphorus	Making Progress →
Impaired Stream	10-yr Reduction Goal	Progress
Lower Vermillion	505 tons/yr TSS	Increase Efforts ↗
Belle Creek	2145 tons/yr TSS	Making Progress →
Little Cannon	2713 tons/yr TSS	Making Progress →
Trout Brook	1238 tons/yr TSS	Making Progress →
Prairie Creek	631 tons/yr TSS	Making Progress →
Rush Creek	240 tons/yr TSS	Increase Efforts ↗
Medford Creek	203 tons/yr TSS	Making Progress →



A 1.2 acres grassed waterway in Goodhue County after mulching and seeding

Contact Us

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Plans & Policies

- Six Lake Management Plans in progress which will help prioritize watershed work and in-lake treatments.
- Prioritize Target Measure Application (PTMapp) used for calculating pollutant reductions and project prioritization.
- Supported the Upper Cannon River Flood Study which received funding from Federal Emergency Management Agency.
- Created Native Shoreline Planting Program and materials to support project design.



CRWJPB members and staff on bi-annual tour which was hosted at Byllesby Dam with a bus tour of conservation practices in Goodhue County



Native Shoreline Planting program provides tangible action for lakeshore owners

Education & Outreach

- Hosted 6 webinars about the watershed with an average of 25 attendees at each.
- Mailed program information to landowners in priority drainage areas.
- Attended 10 Lake Association meetings to discuss CRWJPO activities and program opportunities.
- Hosted a tour for elected officials of Byllesby Dam and conservation practices in Goodhue County.

Grants & Funding

The CRWJPO has spent 100% of the first round (FY20-21) of Watershed Based Implementation Funding and 30% of the second round (FY22-23). FY21 allocation was \$1,028,658 and FY23 was \$1,328,658. The funding level will increase in 2025 to \$1,536,990. CRWJPO also received \$30,000 to incentivize Conservation Reserve Program (CRP) enrollment.

An interactive map of the watershed with priority areas and completed projects is available online. Scan the QR code or visit cannonriverwatershedmn.gov



Follow CRWJPO on Facebook and YouTube