



# Agenda

## Vermillion River Watershed Joint Powers Board Meeting

July 23, 2015, 1:00 p.m., Conference Room 334

Dakota County Western Service Center, Apple Valley, MN

1. Call to Order
  2. Audience Comments on Items Not on the Agenda
  3. Approval of Agenda Action
  4. Approval of Minutes from the June 25, 2015, Meeting Action
  5. Approval of Expenses Action
  6. Acceptance of Treasurer's Report Action
  7. Business Items
    - a. Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2016 Budget and Watershed Management Tax District Levy\* Action
    - b. Appointment of Chuck Clanton of Hampton Township to the Vermillion River Watershed Planning Commission (WPC)\* Action
    - c. Authorization to Issue a Request for Proposal for Redesign of the Vermillion River Watershed Website Action
    - d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville to Cost Share a Stormwater Treatment Project as Part of the Hamburg Avenue Reconstruction\* Action
    - e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville to Cost Share a Stream and Wetland Restoration Project within the Avonlea Development\* Action
    - f. Authorization to Execute a Joint Powers Agreement with the City of Rosemount to Cost Share an Update to the VRWJPO Hydrologic Model\* Action
    - g. Discussion of the Draft Watershed Plan Standards Policy Statements\* Information
  8. Staff Reports
  9. Adjourn
- \*Additional materials included in the packet

Next Meeting Date: August 27, 2015 – Western Service Center, Room 334 at 1:00 p.m.

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Vermillion River Watershed Joint Powers Organization

14955 Galaxie Avenue, Apple Valley, MN 55124, 952.891.7000, Fax 952.891.7031



# Minutes

## Vermillion River Watershed Joint Powers Board Meeting

Thursday, July 23, 2015, 1:00 p.m.

Dakota County Western Service Center, Apple Valley, Conference Room 334

### Board Members in Attendance

Dakota County Commissioner Mike Slavik, Chair

Scott County Commissioner Tom Wolf, Vice-Chair

Dakota County Commissioner Mary Liz Holberg, Secretary/Treasurer

### Others in Attendance

Mark Zabel, VRWJPO Dakota County Administrator

Melissa Bokman, VRWJPO Scott County Co-administrator

Paula Liepold, Dakota County Environmental Resources Department

Travis Thiel, VRWJPO Watershed Specialist

Helen Brosnahan, Dakota County Attorney's Office

Katherine Carlson, VRWJPO Water Resources Specialist

Clare Neenan, Development Coordinator, Carpenter St. Croix Valley Nature Center

Jessie Eckroad, Outreach Program Coordinator, Carpenter St. Croix Valley Nature Center

### 1. Call to Order

Chairman Slavik called the meeting to order at 1:03 p.m. All Board members were in attendance.

### 2. Audience Comments on Items Not on the Agenda

There were none.

### 3. Approval of Agenda

*Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a unanimous vote to approve the agenda.*

### 4. Approval of Minutes from the May 28, 2015, Meeting

*Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a unanimous vote to approve the minutes of the May 28, 2015, meeting, as presented on June 25, 2015.*

### 5. Approval of Expenses

Mark Zabel discussed expenses, most of which were routine. Expenses listed as "P-card" are small charges made to the administrative credit card. Expenses Mark highlighted included payment to the Minnesota Department of Natural Resources (DNR) for stream-gaging assistance services; Goodscents Deli to provide lunch for participants at the Vermillion River Watershed Joint Powers Organization (VRWJPO) summer lawn and turf-maintenance workshop; Menards for two rainbarrels won by participants at a VRWJPO outreach event (Lakeville Earth Week);

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Scott Soil and Water Conservation District (SWCD) for contracted services; and WebHostingPad.com Inc. for hosting the VRWJPO website.

*Res. No. VRW 15-28: Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a 3-0 roll call vote to approve the expenses totaling \$37,147.19 occurring between May 16, 2015, and June 15, 2015, as submitted on June 25, 2015.*

## **6. Acceptance of Treasurer's Report**

Mark Zabel provided an overview of the Treasurer's Report, which does not yet incorporate VRWJPO 2015 Budget amendments approved by the Vermillion River Watershed Joint Powers Board (VRWJPB) at its prior meetings. The most up-to-date version of the budget will be used in the Treasurer's Report for the July 23, 2015, VRWJPB meeting. Mark provided an overview of the budget status in each category. The Administration category may be under budget, Evaluation and Policy under budget, Monitoring on budget, Public Outreach and Communication under budget, Regulation under budget, Inventory and Assessment on budget, and Feasibility Studies under budget. Coordination will be eliminated as a budget category in the proposed 2016 Budget, and the Treasurer's Report includes a charge in that category that will be moved.

The Capital Improvement Projects (CIP) category has been rapidly changing as new projects have been added for potential cost-share in 2015. The Watershed Restoration and Protection Strategy (WRAPS) category has been reduced by \$15,000, as part of a contract amendment with the Minnesota Pollution Control Agency (MPCA).

*Res. No. VRW 15-29: Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a 3-0 roll call vote to accept the Treasurer's Report as presented on June 25, 2015.*

## **7. Business Items**

### **7a. Authorization to Execute a Grant Agreement with Carpenter St. Croix Valley Nature Center for Water Quality Outreach Activities in the City of Hastings**

Paula Liepold provided an overview of the Stewardship Grant process and introduced Clare Neenan and Jessie Eckroad from Carpenter St. Croix Valley Nature Center (CNC) to discuss a proposal to develop and present information on four water quality topics to audiences in the City of Hastings. The presentations will take place at the Pleasant Hills Library (for general audiences), Hastings Senior Center (for senior audiences), and the Hastings Veterans Home (for senior audiences). Jessie described the topics, each shaped to increase understanding about issues facing the watershed – erosion and turbidity, pollutants in our waters (nitrate specifically), raingardens, and aquatic invasive species. The CNC staff will partner with the Minnesota Department of Natural Resources (DNR) on the aquatic invasive species presentation and with Dakota SWCD on the raingarden presentation. The presentations will be accompanied by a resource packet about what people can do in their homes and communities to improve water quality.

Commissioner Holberg had questions about the proposal, asking how many programs would be delivered and how many estimated participants would attend. Clare responded that each of the four topics would be presented at each of the three venues, for a total of 12 presentations. CNC staff is estimating approximately 20 participants for each presentation, limited only by space at one location (Pleasant Hills Library). Commissioner Holberg asked for details about the development, marketing, and scheduling aspects of the proposed project budget. She indicated that estimated costs for pulling information together, placing ads, and making phone calls seemed excessive. She also wanted to know the role of the contract and senior naturalists in the project. Jessie responded that the research, content development, and presentation development for the four topics would be similar to curriculum development for a teacher and would include lesson plans, evaluation tool, packet materials, and hands-on activities, for example. Paula said that the Stewardship Grant guidelines specify that activities raise awareness of water issues and engage participants to improve water resources.

Commissioner Slavik asked about the budget request of "up to \$5,000," and asked about the accountability factors. Paula described reporting requirements. The VRWJPO will reimburse the grantee for events completed or

materials used for events. The grantee is not reimbursed without implementing and reporting the activities promised. Jessie said that each participant in the event will be provided a feedback form to indicate ways to improve the speakers, topics, or materials.

Commissioner Holberg asked about the budget item for a projection screen and asked what would happen to it after the outreach activities ended. Paula said that the VRWJPO never intended to provide equipment expenses for grant recipients, and that this line item will be eliminated from the proposed budget.

Commissioner Slavik agreed that the proposal fits with the VRWJPO's mission and targets audiences that he knows are very interested and actively engaged in water quality issues. The CNC proposal is only the second application for a Stewardship Grant received by the VRWJPO, and the process of evaluating proposals is a work in progress. He supports the proposal, even with some reservations. Mark Zabel said that the difficulty with evaluating proposals for stewardship activities is that they do not always produce tangible results. Awareness and civic engagement activities change public attitudes and behaviors, and those changes are hard to measure or see, but important to build.

Commissioner Holberg expressed concern that the cost per hour of public contact was high for a total of four hours of programming. Commissioner Wolf agreed. Paula said that the "not to exceed" language in the Request for Board Action gives the CNC flexibility to invoice only for those activities completed. Katherine Carlson said that developing 12 audience-focused presentations involving research, partner collaboration, marketing, printed materials, and post-event evaluation takes time and energy. Commissioner Holberg agreed to support the CNC proposal, but thought that the CNC staff could improve its budget.

*Res. No. VRW 15-30: Motion by Commissioner Slavik, Second by Commissioner Holberg, and passed on a 2-1 roll call vote to authorize the chair to execute a Grant Agreement with Carpenter St. Croix Valley Nature Center for water quality outreach activities in the City of Hastings in an amount not to exceed \$5,000.*

WHEREAS, Carpenter St. Croix Valley Nature Center (CNC) is a private, not-for-profit operating foundation located in 725 acres of scenic St. Croix Valley habitat and has provided environmental education and experiences for more than 575,000 visitors since 1982; and

WHEREAS, the CNC has requested a Stewardship Grant to undertake water quality outreach activities within the Vermillion River Watershed in the City of Hastings; and

WHEREAS, CNC staff plans 12 water education and awareness presentations for Hastings area audiences on pollutants in local water resources, impacts of erosion and turbidity, benefits of raingardens, and threats posed by invasive species; and

WHEREAS, CNC staff will present the four topics in each of three venues: the Pleasant Hills Library in Hastings (for general audiences), the Hastings Senior Center, and the Hastings Veterans Home (for senior audiences) from July through November 2015; and

WHEREAS, the CNC has requested \$4,948.40 for the 12 presentations for naturalist oversight, education materials, scheduling, marketing the presentations, refreshment for attendees, supplies, and evaluation.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes the chair to execute a Grant Agreement with the Carpenter St. Croix Valley Nature Center to conduct water-quality outreach activities in the City of Hastings in an amount not to exceed \$5,000; subject to the Dakota County Attorney's Office as to form.

#### **7b. Presentation on the Vermillion River Monitoring Network 2014 Report**

Because the Dakota County Soil and Water Conservation District (SWCD) staff member who completed the report was not available, Travis Thiel provided an overview of the report. He showed a map of the network's monitoring

stations, which are routinely monitored by Dakota SWCD, except for station V-24, monitored by Scott SWCD. The DNR also monitors groundwater, surface water, and fish populations. The Metropolitan Council monitors the WOMP station in the lower watershed. The position of each Vermillion River Monitoring Network (VRMN) location is related to the subwatersheds, shown on a map distributed before the presentation. Each monitoring station is located at the pour point at the lower end of a subwatershed.

A frequent question stakeholders and the general public ask: “Is the water quality in the Vermillion River Watershed getting better?” Travis said the accurate answer, which sometimes irritates the questioner, is that “It depends.” The answer depends on what water-quality monitoring parameter is being assessed; location of water resource being discussed; climate on any given year; and whether measurements are direct or inferred. An example of direct measurement is sampling fish and macroinvertebrates to determine the health of the biotic community. An example of inferred measurement includes taking chemical or physical measurements at different times and under different conditions and inferring the river’s condition over time. Travis covered river conditions for specific pollutants and biotic health, showing what features are improving or degrading.

The VRWJPO monitors 10 different parameters at each site, and the most important of these for the Vermillion River are: Total Suspended Solids (TSS), Dissolved oxygen, Temperature, *E. coli* bacteria, Nitrate, and Phosphorus.

- Data provided with the help of the Metropolitan Council shows that, in general, TSS has been improving in the watershed during the past 20 years. The 2014 data for the Vermillion River Monitoring Network (VRMN) sites shows that during base flow conditions, VR804 (main stem at 220<sup>th</sup> Street) exceeds the TSS standard. During high runoff conditions, VR24 (main stem at County Road 46, Scott County) exceeds the standard. During snowmelt conditions, all of the cold-water reaches exceeded or got close to exceeding the standard. Commissioner Holberg wanted to know about sampling during snowmelt, and Travis responded that the VRWJPO had just recently begun to sample water during snowmelt.
- Dissolved oxygen monitoring in 2014 showed levels were adequate or good during base flow and snowmelt conditions, but during high flow struggled to meet the standard at the outlet points of the urban subwatersheds (North Creek, Middle Creek, South Creek, and Airlake). Urban subwatersheds, especially those with older areas lacking adequate stormwater infrastructure, have more impervious pavement, leading to increased stormwater volume and temperature (high temperatures lead to less dissolved oxygen).
- Temperature monitoring in 2014 confirms observations from previous years, as well as the temperature studies the VRWJPO has conducted on the upper watershed. The inflow of cold groundwater has a substantial impact on stream temperatures in the upper watershed. The average stream temperatures measured in the summer months (June, July, and August) exceed the 18° C. temperature at some monitoring stations. Brown trout are known to experience stress when temperatures exceed the 18° C. threshold. The maximum stream temperatures (high temperature “spikes”) exceeded the high stress threshold of 20° C. at almost all locations. The maximum temperatures in some reaches, notably VR804, exceeded the 25° C. threshold that can cause mortality in brown trout. The SB802 station has the best temperature regime for brown trout, VR804 the worst.
- The *E.coli*/fecal bacteria data from the VRMN show that bacteria are a problem everywhere in the watershed, under all conditions – base flow, high flow, and snowmelt. This is a chronic problem statewide, and livestock pastured near the river is one known cause. SC806 (South Creek at Flagstaff) has the lowest levels of *E.coli*, and VR24 has the highest levels. Effluent from the Elko New Market Wastewater Treatment Plant was re-routed away from the Vermillion River to the Empire Plant in 2012. The City of Elko New Market received complaints over the years about its treatment plant being the source of pollutants, but the plant effluent re-route caused only a brief reduction in *E. coli* levels in the Vermillion River, which then began to increase again. Monitoring data confirm that the treatment plant was not the major source of *E.coli* loading to the upper Vermillion River.
- The VRWJPO monitors nitrate in surface water although there is not a state-set compliance standard for surface waters yet. Met Council figures suggest that nitrate levels in the watershed as a whole are gradually decreasing. However, the VRMN nitrate data for the South Branch (SB802) show a substantial and ongoing

increase in nitrate during the past 15 years. The South Branch subwatershed is primarily agricultural, and runoff from fields and tile lines are thought to play a large role in nitrate increases there.

- Overall, phosphorus levels in the Vermillion River have substantially declined, following the re-routing of effluent from the Empire Wastewater Treatment Plant. In general, the levels are in compliance with standards, with the exception of VR24 (main stem, Scott County). Commissioner Slavik which monitoring site showed the highest phosphorus levels. Travis responded that VR24 had the highest phosphorus, which can be stored in and then released from sediment.
- The VRWJPO has conducted fish and macroinvertebrate sampling in the watershed since 2009, so have a consistent set of data on the biotic communities. Macroinvertebrate health in the watershed ranks from fair to poor according to the Minnesota Pollution Control Agency's Index of Biotic Integrity (IBI) scores and macroinvertebrates. Habitat assessments completed over the years also score only fair.

Travis summarized the major findings from the 2014 VRWM report, chemical, physical, and biological:

- Total suspended solids (TSS) are a problem, especially under high flow conditions.
- Lack of dissolved oxygen is caused by high runoff, high temperature, and slow-moving water, especially in urban subwatersheds.
- *E. coli* bacteria levels are a problem throughout the watershed, and the VRWJPO needs to better identify sources and the fate of the bacteria.
- Nitrate levels in surface water are decreasing, except in the South Branch, where they are increasing.
- Phosphorus levels are above the water-quality standard at times, but improving overall.
- Fish and macroinvertebrates scores are fair to poor.
- Habitat plays a role in biotic health and it is fair throughout the watershed.
- TSS (sediment) is the primary stressor affecting the biota, according to the Watershed Restoration and Protection Strategy (WRAPS) investigation.
- During the summer months, average stream temperatures at some monitoring locations can lead to increased stress on the brown trout population and maximum stream temperatures spike into a range that can cause mortality.

Recommendations based on the 2014 VRMN report include:

- Targeted outreach and BMP installation in subwatersheds identified as having the highest pollutant sources
- Nitrogen reduction in South Branch subwatershed
- TSS reduction, especially upstream of Hwy 3. (Ag and urban), big focus on Scott County portion
- Volume reduction projects in developed areas without adequate stormwater treatment
- Habitat improvement projects to improve shading, fish habitat, river sinuosity, and channel substrate.
- Bacteria reduction through keeping livestock from streams, but more needs to be known about the sources and fate of *E. coli* in the environment.
- Continue monitoring to assess progress toward reaching water quality goals and further refine priority areas for BMPs.

This was an information item only.

## 8. Staff Reports

- a. Paula Liepold consulted the Commissioners about the annual Watershed Tour for 2015. The staff team has been working on updating the Watershed Plan and completing the WRAPS, and new Capital Improvement Projects (CIP) going into construction will not be completed in time for the tour. Mark asked whether the tour could be skipped in 2015 and resumed in 2016, when many projects will be completed. Commissioner Slavik agreed that a year off from the Watershed Tour would be okay, but would like to observe or participate in an electrofishing event this year, if possible, and would like invitations to next year's tour extended to more elected officials.

- b. Helen Brosnahan said that she, Mark Zabel, and finance staff had developed an improved billing process for the VRWJPO's legal costs.
- c. Mark Zabel received a delegation of authority from the Vermillion River Watershed Joint Powers Board (VRWJPB) at the May 28, 2015, meeting for contracts and invoices of \$50,000 or less. He has used this authority to authorize contracts with Wenck Associates for subwatershed assessments of Lake Alimagnet and Airlake/South Creek; and Barr Engineering for hydrologic model updates to include the City of Rosemount in the determination of intercommunity flows. Mark asked if the Commissioners wanted to be updated on uses of the delegation in the staff report, as he is doing today, or want to receive the information in another way. Commissioner Holberg found the staff report notice acceptable, since the VRWJPB minutes contained detailed enough information to document the action.
- d. Mark also provided a summary of the strategic planning session with the VRWJPB and asked the Commissioners whether he had accurately recorded their suggestions and directions. The VRWJPB wants:
  - efficient and effective watershed management;
  - measurable outcomes;
  - increased outreach and communication, especially in the areas of partner/cooperator recognition for best management practices; the importance of acting to reduce nitrate in surface and groundwater; considering the advantages of "earned" versus "paid" media coverage; and innovation in application of cost share;
  - priority setting for watershed management activities reflected in annual budgets;
  - increased funding for outreach and communication;
  - evaluation of monitoring needs and costs;
  - consideration of cost share for long-term maintenance of BMPs;
  - a 5-10 year planning "window" for future budget discussions
  - grant applications aligned with watershed priorities
  - attention to grant "strings and tails," such as staff implementation costs and match requirements;
  - consideration of consultants for grant writing and management;
  - more demonstration projects of effective technologies or techniques; and
  - assessment of BMP cost share versus VRWJPO BMP implementation.

Mark will be drafting the VRWJPO 2016 Budget for the August meeting and it will reflect these VRWJPB priorities.

- e. Mark Zabel also had a copy of the letter from the State Auditor to the Dakota County Attorney conveying the audit report which included the VRWJPO's finances.

## 9. Adjourn

*Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a unanimous voice vote to adjourn the meeting at 2:20 p.m.*

Next Meeting Date: July 23, 2015 – Western Service Center, Room 334 at 1:00 p.m.

Respectfully submitted:

Katherine Carlson

**Vermillion River Watershed Joint Powers Organization**

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***Agenda Item 5***

**Date:** July 23, 2015  
**To:** Vermillion River Watershed Joint Powers Board  
**From:** Staff  
**Subject:** Joint Powers Organization Expenses

On June 25, 2015 the Joint Powers Board approved expenses through June 15, 2015 totaling \$37,147.19

The invoices submitted between June 16, 2015 and July 15, 2015 for approval are listed below:

<b><u>Vendor</u></b>	<b><u>Amount</u></b>
Dakota County Attorney time ( June 2015)	\$1,230.00
Dakota County Soil & Water Conservation District (Invoices 2572 - 2573, Apr and May 2015)	\$25,963.23
Dakota County Staff time (March 2015)	\$28,949.39
Per Diems - Watershed Planning Commission (July 2015)	\$210.00
Scott County Staff Time (Invoice IN16020, May 2015)	\$962.89
Southern Dakota County Sportman Club (Stewardship Grant Invoice)	\$5,000.00
<b>Total approved expenses as presented on July 23, 2015</b>	<b>\$62,315.51</b>

**Action Requested: Approve expenses as presented on July 23, 2015**

**Dakota County Staff Cost Related to the Vermillion Watershed  
June 2015**

Name	Hours	Total Cost		0000	0130	0230	0330	0530	0531	0630	0631	0730	0131	0632	WRAPP In-kind	Total Cost/Hrs
				Admin.	Evaluation & Policy Develo	Monitoring/ Ana.	Public Outreach/ Information	Regulatory Review & Regulation	Coordination w/Other Agencies	Inventory Assessment	Feasibility/Prelim Studies	Section 319 Thermal	BWSR Grant	WRAPP		
Jenny Kedward	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Mary Hagerman	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Kent Tupper	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Randy Knippel	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Joe Sapletal	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Todd Lusk	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Beth Koch	46.00	\$ 1,624.21	Cost Alloc	\$0.00	\$0.00	\$1,624.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,624.21
Shannon Weber	5.00	\$ 156.06	Cost Alloc	\$156.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$156.06
Tom Berry	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Dee McDaniels	5.50	\$ 239.52	Cost Alloc	\$239.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$239.52
Bill Olsen	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Paula Liepold	88.00	\$ 4,690.27	Cost Alloc	\$852.78	\$906.07	\$0.00	\$2,718.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$213.19		\$4,690.27
Georg Fischer	2.50	\$ 199.34	Cost Alloc	\$199.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$199.34
Jill Trescott	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Josh Peterson	25.00	\$ 1,346.85	Cost Alloc	\$161.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,185.23	\$0.00	\$0.00	\$0.00		\$1,346.85
Steve Scott	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Jeff Luehrs	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Cathy Udem	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Katherine Carlson	107.00	\$ 5,275.48	Cost Alloc	\$3,106.12	\$1,553.06	\$0.00	\$517.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98.61		\$5,275.48
Mark Zabel	144.50	\$ 9,020.08	Cost Alloc	\$7,147.40	\$1,622.99	\$0.00	\$62.42	\$187.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,020.08
Travis Thiel	129.50	\$ 6,397.58	Cost Alloc	\$1,432.66	\$345.82	\$1,580.87	\$222.31	\$395.22	\$0.00	\$0.00	\$2,198.40	\$0.00	\$0.00	\$222.31		\$6,397.58
Kurt Chatfield	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Mary Jackson	0.00	\$ -	Cost Alloc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Hours</b>	<b>553.00</b>	<b>\$ 28,949.39</b>		<b>\$13,295.50</b>	<b>\$4,427.94</b>	<b>\$3,205.08</b>	<b>\$3,520.64</b>	<b>\$582.49</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,383.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$534.11</b>		<b>\$28,949.39</b>
				217002-0000	217002-0130	217002-0230	217002-0330	217002-0530	217002-0531	217002-0630	217002-0631	217002-0730	VRW00002	217002-0632		

Vermillion River Watershed 21 70 70 7000 - Funds moved into Water 01 70 74 7410 42149

## 2015 Vermillion River Watershed Joint Powers Organization Treasurer's Report

July 23, 2015 - Vermillion River Watershed Joint Powers Board Meeting

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
I. Administrative Activities (217002-0000)	\$ 218,000.00	\$ 76,458.27	\$ 15,698.39	\$ 125,843.34
II. Evaluations and Policy Development (217002-0130)	\$ 92,000.00	\$ 23,077.66	\$ 15,203.67	\$ 53,718.67
III. Monitoring/Data Analysis (217002-0230)	\$ 203,500.00	\$ 80,924.81	\$ 20,992.58	\$ 101,582.61
IV. Public Outreach/Information (217002-0330)	\$ 236,000.00	\$ 56,408.07	\$ 3,520.64	\$ 176,071.29
V. Regulatory Review and Regulation (217002-0530)	\$ 135,000.00	\$ 11,204.58	\$ 582.49	\$ 123,212.93
VI. Coordination with Other Agencies (217002-0531)	\$ -	\$ -	\$ -	\$ -
VII. Inventory Assessment (217002-0630)	\$ 5,000.00	\$ 2,161.50	\$ 150.00	\$ 2,688.50
VIII. Feasibility/Preliminary Studies (217002-0631)	\$ 220,000.00	\$ 39,383.54	\$ 5,633.62	\$ 174,982.84
X. Capital Improvement Projects (217092-0130)	\$ 1,501,400.00	\$ 81,241.80	\$ -	\$ 1,420,158.20
XI. BWSR Grant (217092-0130 VRW00002)	\$ -	\$ -	\$ -	\$ -
XII. WRAPP (217002-0632)	\$ 31,000.00	\$ 12,084.30	\$ 534.11	\$ 18,381.59
<b>VRW JPO Revised Budget TOTAL</b>	<b><u>\$ 2,641,900.00</u></b>	<b><u>\$ 382,944.53</u></b>	<b><u>\$ 62,315.50</u></b>	<b><u>\$ 2,196,639.97</u></b>

**Budget Funding Sources**

Scott County Levy	\$ 35,100.00
Dakota County Levy	\$ 817,500.00
Expected 2014 Carryover (Fund Balance)	\$ 1,986,800.00
Special Use Permit	\$ -
DNR Grant	\$ 197,000.00
WRAPP	\$ 31,000.00
	<b><u>\$ 3,067,400.00</u></b>

**7a. Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2016 Budget and Watershed Management Tax District Levy**

Meeting Date: 7/23/15  
Item Type: Regular-Action  
Contact: Mark Zabel  
Telephone: 952-891-7011  
Prepared by: Mark Zabel  
Reviewed by: N/A N/A



**PURPOSE/ACTION REQUESTED**

- Schedule a Public Hearing to receive comments on the draft VRWJPO 2016 Budget and Watershed Management Tax District Levy

**SUMMARY**

Pursuant to the Joint Powers Agreement establishing the VRWJPO, by September 1 of each year, the Vermillion River Watershed Joint Powers Board (VRWJPB) must adopt a budget for the following calendar year. VRWJPO staff prepares a draft 2016 Budget by assessing the needs of the watershed and consulting the Implementation Program in the VRWJPO *Watershed Plan*.

Minn. Stat. § 103B.211, subd. 1(a)(5) provides that a watershed management organization has the authority of a watershed district under Minn. Stat. § 103D.911 to adopt a budget and determine the total amount to be raised from ad valorem tax levies to meet the budget. Minn. Stat. § 103D.911 requires a public hearing on the proposed budget prior to its adoption. Notice of the hearing, along with a summary of the proposed budget, must be published in one or more newspapers of general circulation in each county (Scott and Dakota) and must be published once each week for two successive weeks before the hearing.

Staff recommends that the VRWJPB schedule a public hearing on August 27, 2015, at 1:00 p.m. in Conference Room 334 at the Dakota County Western Service Center in Apple Valley, for the purpose of receiving comments on the proposed VRWJPO 2016 Budget.

**EXPLANATION OF FISCAL/FTE IMPACT**

There is no fiscal impact from this action. At its August 27, 2015, meeting, the VRWJPB will need to approve a preliminary VRWJPO 2016 Budget and recommend an appropriate Watershed Management Tax District Levy to Dakota and Scott Counties.

**Supporting Documents:**

Attachment A: Draft VRWJPO 2016 Budget Public Notice

**Previous Board Action(s):**

VRW-14-34; 7/24/14

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- ;
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**RESOLUTION**

**7a. Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2016 Budget and Watershed Management Tax District Levy**

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) is required to adopt a budget for the VRWJPO by September 1 for the following calendar year; and

WHEREAS, the VRWJPB is required, under Minn. Stat. § 103D.911, to hold a public hearing on the proposed budget prior to its adoption.

NOW, THEREFORE, BE IT RESOLVED, That the VRWJPB hereby schedules a public hearing for August 27, 2015 at 1:00 p.m. in Conference Room 334, Dakota County Western Service Center in Apple Valley, for the purpose of receiving comments on the preliminary VRWJPO 2016 Budget; and

BE IT FURTHER RESOLVED, That VRWJPO staff is hereby directed to publish notice of the public hearing in accordance with Minn. Stat. § 103D.911.

**Administrator’s Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed–No Recommendation
- Reviewed–Information Only
- Submitted at Commissioner Request

**Reviewed by (if required):**

- County Attorney’s Office
- Financial Services

\_\_\_\_\_  
County Administrator

**PUBLIC NOTICE of DAKOTA COUNTY**

**Vermillion River Watershed Joint Powers Organization (VRWJPO) Public Hearing  
on the Preliminary VRWJPO 2016 Budget**

Notice is hereby given that the Vermillion River Watershed Joint Powers Organization (VRWJPO) will hold a public hearing at 1:00 p.m. on Thursday, August 27, 2015, at the Dakota County Western Service Center, 14955 Galaxie Avenue, Apple Valley, Minnesota, Conference Room 334, for the purpose of receiving comments on the Preliminary VRWJPO 2016 Budget and Special Tax District Levy.

The Preliminary VRWJPO 2016 Budget and Special Tax District Levy can be viewed online at [www.vermillionriverwatershed.org](http://www.vermillionriverwatershed.org) in the “News” category after Friday, July 24, 2015. Paper copies of the Preliminary VRWJPO 2016 Budget and Special Tax District Levy, as well as requests for any special accommodations at the public hearing, can be obtained by contacting Katherine Carlson at 952-891-7086 or by email at [katherine.carlson@co.dakota.mn.us](mailto:katherine.carlson@co.dakota.mn.us).

Agencies, groups, or persons attending the public hearing will have the opportunity to provide written or oral comments. Prior to the public hearing, written comments may be addressed to the VRWJPO, 14955 Galaxie Avenue, Apple Valley, MN 55124, or emailed to VRWJPO administrator Mark Zabel at [mark.zabel@co.dakota.mn.us](mailto:mark.zabel@co.dakota.mn.us).

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**7b. Appointment of Chuck Clanton of Hampton Township to the Vermillion River Watershed Planning Commission (WPC)**

Meeting Date: 7/23/15  
Item Type: Regular-Action  
Contact: Mark Zabel  
Telephone: 952-891-7011  
Prepared by: Mark Zabel  
Reviewed by: N/A

**PURPOSE/ACTION REQUESTED**

Appointment of Chuck Clanton of Hampton Township to the WPC

**SUMMARY**

The Joint Powers Agreement governing the Vermillion River Watershed Joint Powers Organization (VRWJPO) established a nine-member advisory Watershed Planning Commission (WPC) composed of citizens of the watershed, eight from Dakota County and one from Scott County. As of June 30, 2015, the WPC had one Dakota County and one Scott County vacancy.

Charles "Chuck" Clanton of Hampton Township has applied for the Dakota County vacancy on the WPC. Mr. Clanton previously served two, three-year terms on the WPC and during that time contributed substantially to the knowledge of other WPC members, VRWJPO staff, and the greater community. Mr. Clanton has been farming in the watershed for 27 years, and he has also worked for 35 years in the University of Minnesota's Bioproducts and Biosystems Engineering Department, where he is currently a full Professor. He is a licensed Professional Engineer and Professional Soil Scientist, with B.S. degrees in Agricultural Engineering and Animal Science, University of Nebraska, and a Ph.D. in Agricultural Engineering from the University of Minnesota. He serves on the Minnesota Professional Engineers Foundation Board of Directors; Minnesota Society of Professional Engineers; American Society of Agricultural and Biological Engineers; and Hampton Area Boosters.

Mr. Clanton brings to the WPC a wealth of knowledge and experience about the economic and environmental challenges faced by agricultural producers and landowners in the area. He also tracks current legislative, research, and technology trends in land and water quality management. Current WPC members reviewed Mr. Clanton's application and recommend his appointment to the WPC to complete the three-year term of former Commissioner Gregory Cuomo. Staff sees Mr. Clanton as a familiar and trusted resource person and recommends that the Vermillion River Watershed Joint Powers Board (VRWJPB) appoint Chuck Clanton to fill the WPC vacancy for Dakota County.

**EXPLANATION OF FISCAL/FTE IMPACT**

No fiscal impact.

**Supporting Documents:**  
Attachment A: Clanton WPC Application

**Previous Board Action(s):**  
VRW-15-11; 2/26/15

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- ;
- ;
- ;

**RESOLUTION**

**7b. Appointment of Chuck Clanton of Hampton Township to the Vermillion River Watershed Planning Commission (WPC)**

WHEREAS, the Joint Powers Agreement establishing the Vermillion River Watershed Joint Powers Organization (VRWJPO) authorized the Vermillion River Watershed Joint Powers Board (VRWJPB) to establish a nine-member advisory Watershed Planning Commission (WPC) composed of citizens of the watershed, eight from Dakota County and one from Scott County; and

WHEREAS, under the Joint Powers Agreement, the VRWJPB is authorized to make appointments to the WPC by resolution; and

WHEREAS, a WPC member is eligible to serve up to two three-year consecutive terms; and

WHEREAS, Charles “Chuck” Clanton of Hampton Township has applied for a vacancy as a WPC representative from Dakota County and would bring experience in agriculture, engineering, public policy, research, and education to his role as a Watershed Planning Commissioner; and

WHEREAS, at its meeting on July 10, 2015, the current WPC members recommended that the VRWJPB appoint Mr. Clanton to complete the term of former Commissioner Gregory Cuomo.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB hereby appoints Chuck Clanton of Hampton Township to complete the term of former WPC Commissioner Gregory Cuomo ending December 31, 2016.

**Administrator’s Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed–No Recommendation
- Reviewed–Information Only
- Submitted at Commissioner Request

**Reviewed by (if required):**

- County Attorney’s Office
- Financial Services

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County Administrator



**Open Appointments Application for  
Citizen Advisory Committees/Commissions/Boards**

**Part 1: Applicant Information**

**Applicant Name:** Clanton Charles J.  Mr.  Mrs.  Ms.  
Last Name First Name M.I.

**Home Address:** 23005 Lewiston Blvd  
Street Address

Hampton MN 55031-9744 Dakota  
City State Zip County of Residence

**Commissioner District:** 1 (Leave blank if you do not know the number of your commissioner district.)

**Telephone/Fax:** 651-437-4992 612-625-9218  
Home Business

**E-mail Address:** cjlanton@umn.edu

**Part 2: Committee Selection**

Indicate below the name of the committee(s) for which you are seeking appointment. If more than one, number them according to preference (1 being your first choice). All applicants: complete Parts 3-7. Review Parts 8-11 and complete only those that apply to the committee(s) you select below.

- |  |  |
|--|--|
| <input type="checkbox"/> Dakota-Scott Workforce Investment Board | <input type="checkbox"/> Planning Commission                                       |
| <input type="checkbox"/> Extension Committee                     | <input type="checkbox"/> Public Art Citizen Advisory Committee                     |
| <input type="checkbox"/> Human Services Advisory Committee       | <input type="checkbox"/> Special Board of Appeal and Equalization                  |
| <input type="checkbox"/> Library Advisory Committee              | <input checked="" type="checkbox"/> Vermillion River Watershed Planning Commission |
| <input type="checkbox"/> Zoning Board of Adjustment              | <input type="checkbox"/> Other:  |

**Part 3: Your Rights as a Subject of Data/Applicant Declaration**

Pursuant to Minnesota Statutes Chapter 13, Dakota County informs you that the following information which you are asked to provide in this application is private data: telephone numbers, fax number, residential street address, email address, business/financial interest, status as recipient of human services, and criminal record. Unless and until you are appointed to an advisory committee, this information will be available only to you and county officials who need it to perform their job duties. Furnishing this information is voluntary. Failure to provide the information requested in Parts 5-11 of this application may disqualify you from appointment to one or more advisory committees. The remainder of the information in this application is public.

State law requires your residential street address and either your email address or telephone number be made public if you are appointed to an advisory committee. Unless you indicate otherwise, Dakota County will make your email address public. If you do not have an email address, Dakota County will make your home telephone number public. You may request that both be made public or that your business telephone number instead of your home telephone number be made public.

If appointed, I request that Dakota County make public (check all that apply):

- Email Address  
 Home Telephone Number  
 Business Telephone Number

*Charles Clanton*

Signature of Applicant

June 18, 2015  
Date

**Part 4: Per Diem**

Most County Board citizen advisory committee appointees, who are not representing a governmental unit, receive \$35 per diem (but no additional expense reimbursement) for attendance at regular and special meetings of the committee. Exceptions are appointees to the Personnel Board of Appeals (\$35 per diem plus expense reimbursement for attendance), Special Board of Appeal and Equalization (\$175 per day or \$87.50 per half-day plus mileage reimbursement), and Community Development Agency Board (as determined by the Community Development Agency). Applicants may choose to decline the per diem at the time of application.

Please check this box if you wish to decline the per diem:  Decline

**Part 5: Affiliation with Dakota County**

Dakota County employees are not eligible for appointment to any citizen advisory committee, unless otherwise provided by law

Are you an employee of Dakota County?

Yes  No

Individuals affiliated with Dakota County are eligible for appointment to any citizen advisory committee but do not receive preference in the appointment process and are not automatically disqualified, unless otherwise provided by law. For purposes of this policy, affiliated means (1) has a contract with Dakota County, or (2) is employed by a Dakota County contractor.

Are you currently under contract with or employed by a contractor of Dakota County?

Yes  No

If yes, which contractor?

**Part 6: Criminal Record**

Having a criminal record does not automatically exclude an applicant from the appointment process. However, to protect the integrity of its Citizen Advisory Committees, Dakota County reserves the right to exclude from appointment individuals who are on probation for a felony level offense or who have been convicted of any of the following felony or gross misdemeanor offenses: homicide/murder, crimes against the person, sex crimes, crimes against the family, crimes against public safety and health, public misconduct or nuisance, or first-, second- or third-degree driving while impaired. Check one and complete as necessary.

I am not on probation for a felony level offense and do not have a felony or gross misdemeanor conviction as listed above.

I am not on probation for a felony level offense and I have the following above-listed felony or gross misdemeanor conviction(s):

**Part 7: Statement of Qualifications (You may supplement this section by attaching a resume or additional information.)**

**PLEASE NOTE: In accordance with County policy, no paid employee of Dakota County is eligible to be appointed as a member of any citizen advisory committee unless otherwise specified by law.**

**Business/Employer:** Production Agriculture [University of Minnesota, Bioproducts & Biosystems Engineering]

**Business Address:** 23005 Lewiston Blvd; Hampton, MN 55031; Dakota County [1390 Eckles Ave.; St. Paul, MN 55108]  
City State Zip County

**Job Title:** Owner / Manager [Professor]

**Current Responsibilities:** Manage day-to-day operations [Research & Education dealing with environmental issues]

**Previous Work Experience:** None to speak of as I have been farming for 27 years [and with UM for 35 years]

Vocational/Educational Background: **BS Degrees In Agricultural Engineering and Animal Science, University of Nebraska  
PhD in Agricultural Engineering, University of Minnesota**

Community Service: **Minnesota Professional Engineers Foundation Board of Directors; Minnesota Society of Professional Engineers—several committees; American Society of Agricultural and Biological Engineers; Hampton Area Boosters. [Note that I am a licensed Professional Engineer & Professional Soil Scientist in the State of Minnesota, No. 15898]**

Describe your interest in serving on a citizen advisory committee: **I have served two-terms on the Vermillion Watershed Planning Commission and wish to serve again. I enjoyed interacting and learning from individuals outside my area of expertise, but have the same interests and goals in stewardship and environmental concerns.**

**PLEASE NOTE: Some committees require additional information from applicants.  
Review Parts 8–11, and complete only those that apply to the committee(s) you selected in Part 2.**

**Part 8: Dakota-Scott Workforce Investment Board Applicants Only**

Minn. Stat. § 268.666, subd. 3, requires that local workforce councils include as members representatives of the private sector (owners of business concerns, chief executives or chief operating officers of nongovernmental employers, or other private sector executives who have substantial management or policy responsibility), organized labor, workforce and community-based organizations, educational agencies that are representative of all educational agencies within the workforce service area, vocational rehabilitation agencies, public assistance agencies, economic development agencies, and public employment service agencies.

Private sector applications must be accompanied by a letter of support from a general purpose business organization (e.g. chamber of commerce). Public sector applications must be accompanied by a letter of support from the parent agency. For further information on the Workforce Investment Board, please call Dakota County Workforce Services at 651-554-5633.

**Nominating Agency:**

**Which do you represent:** (Check all that apply.)

- |   |   |
|---|---|
| <input type="checkbox"/> Private Sector/Small Business                  | <input type="checkbox"/> Educational Agencies               |
| <input type="checkbox"/> Private Sector/Large Business (>500 employees) | <input type="checkbox"/> Vocational Rehabilitation Agencies |
| <input type="checkbox"/> Private Sector/Minority Business               | <input type="checkbox"/> Public Assistance Agencies         |
| <input type="checkbox"/> Organized Labor                                | <input type="checkbox"/> Economic Development Agencies      |
| <input type="checkbox"/> Community-Based Organizations                  | <input type="checkbox"/> Public Employment Service          |

**Part 9: Human Services Advisory Committee Applicants Only**

Minnesota Statutes Section 402.03, requiring appointment of a human services advisory committee, requires that the committee consist of representatives of persons receiving human services from Dakota County, providers or employees of providers of human services in Dakota County, a member of the health advisory committee, a member of the Community Corrections Advisory Board, and citizens of Dakota County. In lieu of appointing a health advisory committee pursuant to Minnesota Statutes Section 145A.10, subdivision 10(b), Dakota County includes representatives of health care providers in Dakota County on the Human Services Advisory Committee.

**Which do you represent?** (Check all that apply.)

- Persons receiving human services from Dakota County (does not require status as current recipient of human services)
- Providers or employees of providers of human services in Dakota County
- Community Corrections Advisory Board
- Citizens of Dakota County
- Health care providers in Dakota County

**Part 10: Planning Commission Applicants Only**

Minnesota Statutes Section 394.30, subdivision 1, the statutory authority under which the Dakota County Planning Commission has been created, requires that: "No voting member of the commission shall have received, during the two years prior to appointment, any substantial portion of income from business operations involving the development of land within the county for urban or urban related purposes."

During the last two years, have you received any substantial portion of your income from business operations involving the development of land within Dakota County for urban or urban related purposes?

- Yes     No

**Part 11: Vermillion River Watershed Planning Commission Applicants Only**

The Vermillion River Watershed Joint Powers Board, consisting of commissioners from Dakota and Scott Counties, makes appointments to the Watershed Planning Commission. Qualified applicants must reside in the watershed (residency will be verified upon receipt of this application) and may be elected officials. Employees of local governments located in the watershed are not eligible for appointment.

1. Are you an elected official?

Yes  No If yes, for what government entity?

2. Do you have personal or employment experience in a field related to watershed management?

Yes  No If yes, please specify relevant experience: **Production agriculture dealing with conservation practices—no-till & reduced tillage; multiple specie crop rotations; forages for haying & grazing; grass waterways and filter strips; and wind breaks. Plus teaching experience in Principles of Ecological Engineering; Sustainable Waste Management Engineer; and Principle of Farm Animal Environment.**

**THANK YOU!**

**Return completed form to:**

**Sr. Administrative Coordinator to the Board  
Administration Center  
1590 Highway 55  
Hastings, MN 55033**

**Email: [board@co.dakota.mn.us](mailto:board@co.dakota.mn.us)**

**Fax: (651) 438-4405**

		<b>Office Use Only</b>	
Date Received:	<u>6-18-15</u>	Appointment Date:	_____
Date Entered:	<u>6-18-15</u>	Term Ended Date:	_____
Appointed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retention Date:	_____
Committee:	_____		

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**7c. Authorization to Issue a Request for Proposal for Redesign of the Vermillion River Watershed Website**

Meeting Date: 7/23/15  
Item Type: Regular-Action  
Contact: Paula Liepold  
Telephone: 952-891-7007  
Prepared by: Paula Liepold  
Reviewed by: N/A

**PURPOSE/ACTION REQUESTED**

- Authorization to issue a Request for Proposal for redesign of the Vermillion River Watershed website

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO), working with the Dakota County Information Technology staff, developed and launched a website for the watershed in 2010. The website ([www.vermillionriverwatershed.org](http://www.vermillionriverwatershed.org)) provides a central location where audiences can find information about:

- Governance of the VRWJPO (Vermillion River Watershed Joint Powers Board, Watershed Planning Commission, Technical Advisory Group, etc.);
- Interactive map showing locations, descriptions, and benefits of water-quality improvement practices;
- Regulatory guidance and procedures;
- Event or workshop dates, locations, and descriptions;
- Volunteer program activities and outcomes;
- Reports, studies, and other data on the watershed's condition, trends, and performance;
- Overview of natural resources in the watershed; and more.

The VRWJPO tracks the number of "page views" for the website, which averaged an estimated 100,000-150,000 page views per month in 2014. The website is an effective channel for conveying information about current activities of the VRWJPO. However, a redesign would make the website more user-friendly, interactive, appealing to various audience segments, and solution-oriented.

The VRWJPO has developed a Request for Proposals (RFP) for website redesign to incorporate these changes and increase the usability, appeal, and interactivity of the website (see Attachment A). The VRWJPO 2015 Budget allocates \$15,000 for website redesign services. The VRWJPO staff requests the VRWJPB to authorize issuance of the RFP for Vermillion River Watershed website redesign.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO 2015 Budget allocates \$15,000 for website redesign in the Public Outreach and Communication category (0330).

**Supporting Documents:**

**Previous Board Action(s):**

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- ;

**RESOLUTION**

**7c. Authorization to Issue a Request for Proposal for Redesign of the Vermillion River Watershed Website**

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO), working with the Dakota County Information Technology staff, developed a website for the watershed in 2010; and

WHEREAS, the website ([www.vermillionriverwatershed.org](http://www.vermillionriverwatershed.org)) provides a central location where audiences can find information about the watershed and VRWJPO; and

WHEREAS, the website is an effective channel for conveying information about current activities of the VRWJPO; and

WHEREAS, the redesign would make the website more user-friendly, interactive, appealing to various audience segments, and solution-oriented; and

WHEREAS, VRWJPO staff developed a Request for Proposal to invite consultants to submit proposals to plan and complete the website redesign.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the staff to issue a Request for Proposals to plan and complete a redesign of the VRWJPO website.

**Administrator’s Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed–No Recommendation
- Reviewed–Information Only
- Submitted at Commissioner Request

**Reviewed by (if required):**

- County Attorney’s Office
- Financial Services

\_\_\_\_\_  
County Administrator

**7d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville to Cost Share a Stormwater Treatment Project as Part of the Hamburg Avenue Reconstruction**

Meeting Date: 7/23/15  
Item Type: Regular-Action  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a Joint Powers Agreement with the City of Lakeville to cost share a stormwater treatment project as part of the Hamburg Avenue reconstruction

**SUMMARY**

The City of Lakeville is reconstructing nearly a mile of Hamburg Avenue between 220<sup>th</sup> St. and Lakeville Boulevard (Hwy. 50) within the AirLake Industrial Park in 2015. Vermillion River Watershed Joint Powers Organization (VRWJPO) staff has been working with city staff to identify stormwater practices to be built within the road ditches along Hamburg Avenue to reduce existing drainage issues, implement strategies identified within the Vermillion Watershed Restoration and Protection Strategy (WRAPS), and reduce maintenance time and costs for the city.

Drainage issues in the ditches have been problems for local businesses along Hamburg Ave, with ditches that don't drain properly and unsightly roadside vegetation. Some of this is caused by culverts that have been pinched or crushed over time, but another factor includes sediment build-up in the ditches that restricts water infiltration. City maintenance staff regularly visits this area to deal with drainage issues and sediment build-up.

The culverts will be replaced with concrete pipes during the road reconstruction project to allow for better drainage. Staff has identified a stormwater chamber system that can be built within the ditch bottoms that will allow for better infiltration and will reduce maintenance time and costs for the city. Due to the amount of impervious surface within the industrial park, this area has been identified within the WRAPS as a priority for reducing the amount of stormwater draining to South Creek, which flows through the center of the project. The estimated pollutant reduction from this project is 14,236 pounds/year (7.1 tons/year) of total suspended solids and 12.95 pounds/year total phosphorus, with a total volume reduction of 760,481 cubic feet/year (17.45 acre-feet/year). The project is estimated to cost \$159,791.50. Dakota County Soil and Water Conservation District (SWCD) will present this project to its Board for \$50,000 in cost share. If the expenditure is approved by the Dakota SWCD Board, \$109,791.50 will remain to be funded by the VRWJPO.

VRWJPO staff recommends executing a Joint Powers Agreement with the City of Lakeville in an amount not to exceed \$110,000 from the Capital Improvement Project category of the VRWJPO 2015 Budget for a stormwater treatment project as part of the Hamburg Avenue reconstruction.

**EXPLANATION OF FISCAL/FTE IMPACT**

The \$110,000 allocation for the Hamburg Avenue stormwater treatment project in the City of Lakeville would be taken from the CIP category of the VRWJPO 2015 Budget, where \$200,000 is currently budgeted for cost share of water-quality improvement projects.

**Supporting Documents:**

Attachment A: Opinion of Probable Costs for Hamburg Ave. Ditch Improvements  
Attachment B: Draft Joint Powers Agreement with City of Lakeville  
Attachment C: Exhibit 1 to the JPA with the City of Lakeville

**Previous Board Action(s):**

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- ;

**RESOLUTION**

**7d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville to Cost Share a Stormwater Treatment Project as Part of the Hamburg Avenue Reconstruction**

WHEREAS, the City of Lakeville is reconstructing nearly a mile of Hamburg Avenue between 220<sup>th</sup> St. and Lakeville Blvd. (Hwy. 50) within the AirLake Industrial Park in 2015; and

WHEREAS, drainage issues in the ditches along Hamburg Avenue have been problems for local businesses, with ditches that don't drain properly; culverts that have been pinched or crushed over time, restricting drainage; ditch sediment build-up restricting water infiltration, despite regular maintenance of ditches by city staff; and unsightly roadside vegetation that develops under these poor drainage conditions; and

WHEREAS, Vermillion River Watershed Joint Powers Organization (VRWJPO) staff has been working with city staff to identify stormwater treatment practices to reduce existing drainage issues in the ditches, implement strategies identified within the Vermillion Watershed Restoration and Protection Strategy (WRAPS), and reduce maintenance time and costs for the city; and

WHEREAS, the proposed stormwater treatment practices include replacement of damaged culverts with concrete pipes and installing a stormwater chamber system built within the ditch bottom that will allow better infiltration, less sedimentation, and reduced maintenance time and costs for the city.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes the execution of a Joint Powers Agreement with the City of Lakeville in an amount not to exceed \$110,000 from the Capital Improvement Project category in the VRWJPO 2015 Budget for a stormwater treatment project as part of the Hamburg Avenue reconstruction; subject to approval as to form by the Dakota County Attorney's Office.

**Administrator's Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed—No Recommendation
- Reviewed—Information Only
- Submitted at Commissioner Request

**Reviewed by (if required):**

- County Attorney's Office
- Financial Services

\_\_\_\_\_  
County Administrator

**OPINION OF PROBABLE COST**

PROJECT: HAMBURG AVENUE (15-05)  
 DESCRIPTION: LAKEVILLE BLVD. TO 220TH STREET  
 DITCH IMPROVEMENTS

Item	Unit	Quantity	Est. Unit Price	Estimated Cost
<b>SCHEDULE D -DITCH IMPROVEMENTS</b>				
FURNISH AND INSTALL UNDERGROUND CHAMBER SYSTEM (INCL. CLEANOUTS)	LF	3,473	\$ 27.50	\$ 95,507.50
COMMON EXCAVATION (P)	CY	1,280	\$ 18.70	\$ 23,936.00
GRANULAR BORROW	CY	420	\$ 16.50	\$ 6,930.00
AGGREGATE PIPE BEDDING MATERIAL	CY	230	\$ 33.00	\$ 7,590.00
TOPSOIL BORROW	CY	180	\$ 33.00	\$ 5,940.00
GEOTEXTILE FABRIC TYPE I	SY	4,890	\$ 2.20	\$ 10,758.00
EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	1,550	\$ 3.30	\$ 5,115.00
SEEDING, MIX 270 (INCL TOPSOIL, FERT, MULCH, DISC ANCHOR)	ACRE	0.5	\$ 2,750.00	\$ 1,375.00
REPAIR IRRIGATION SYSTEM	EACH	12	\$ 220.00	\$ 2,640.00
			<b>SUBTOTAL:</b>	<b>\$ 159,791.50</b>
			SUBTOTAL CONSTRUCTION COST	\$ 159,791.50
			CONSTRUCTION SUBTOTAL	\$ 159,791.50
			<b>TOTAL PROJECT COSTS</b>	<b>\$ 159,791.50</b>

**JOINT POWERS AGREEMENT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION  
AND  
THE CITY OF LAKEVILLE  
FOR A STORMWATER TREATMENT PROJECT AS PART OF THE HAMBURG AVENUE RECONSTRUCTION  
PROJECT**

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

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

**WHEREAS**, the City of Lakeville (City) is a governmental and political subdivision of the State of Minnesota; and

**WHEREAS**, the City of Lakeville desires to reconstruct a mile of Hamburg Avenue to improve drainage issues in the road ditches by replacing culverts, reducing sediment build-up and improve water infiltration (Project); and

**WHEREAS**, the VRWJPO is proposing to install a stormwater chamber system and amended soils within the road ditches to provide for pollutant removal by means of stormwater treatment and infiltration; and

**WHEREAS**, the estimated cost of the Project is \$159,791.50. Dakota County Soil and Water Conservation District will present this project to its Board for \$50,000 in cost share. The City is seeking \$109,791.50 from the VRWJPO; and

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

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities and cost sharing obligations of the City and the VRWJPO for the Project.

**ARTICLE 2  
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the City of Lakeville, Minnesota (City).

**ARTICLE 3  
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until March 31, 2016, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4  
COOPERATION**

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

## **ARTICLE 5 PAYMENT**

**5.1** The VRWJPO shall cost share with the City in an amount not to exceed One Hundred Ten Thousand Dollars and No/100 (\$110, 000.00) for costs directly related to the completion of the Project.

**5.2** The VRWJPO shall make payment to the City on a one-time reimbursement basis upon Project completion and verification and acceptance by the VRWJPO that the Project has been completed in accordance with the terms of this Agreement and in accordance with the specifications for the Project, which are attached hereto and incorporated herein as Exhibit 1.

**5.3** The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

## **ARTICLE 6 CITY'S OBLIGATIONS**

**6.1 AUTHORIZED PURPOSE.** The cost share funds provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the completion of the Project as described in Exhibit 1.

**6.2 CONSTRUCTION REQUIREMENTS.** The Project shall be constructed in accordance with the approved specifications in Exhibit 1. Any modifications to the specifications require prior approval from VRWJPO staff.

**6.3 COSTS.** The City is solely responsible for the cost of constructing the Project according to the approved plans and specifications.

**6.4 RIGHT OF ENTRY.** The City hereby permits the VRWJPO, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located for the purpose of inspecting the constructions of the Project.

**6.5 COMPLIANCE WITH LAWS/STANDARDS.** The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project, including obtaining all necessary permits to construct the Project.

**6.6 PUBLICITY.** The City hereby permits the VRWJPO to take and disclose photographs of the Project for use in publications or promotional material or on its website for the purpose of highlighting the VRWJPO's programs. The City shall appropriately acknowledge the funding provided by the VRWJPO in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 7 INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the VRWJPO and the City. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS**

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

TO THE VRWJPO: Mike Slavik or successor, Chair  
Vermillion River Watershed Joint Powers Organization  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7030

TO THE CITY: Matt Little or successor, Mayor  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville, MN 55044  
Telephone: (952) 985-4410

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

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

VRWJPO Liaison: Travis Thiel  
Telephone: (952) 891-7546  
Email: travis.thiel@co.dakota.mn.us

City Liaison: McKenzie Cafferty  
Environmental Resources Manager  
Telephone: (952) 985-4520  
Email: mcafferty@lakevillemn.gov

## **ARTICLE 9 MODIFICATIONS**

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

## **ARTICLE 10 TERMINATION**

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

**10.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the VRWJPO to the City by facsimile is sufficient notice under this Agreement. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**ARTICLE 11  
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. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 12  
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 13  
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.

**ARTICLE 14  
GOVERNMENT DATA PRACTICES**

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

**ARTICLE 15  
DEFAULT: FORCE MAJEURE**

No party shall be liable to any 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.

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

**CITY OF LAKEVILLE**

By \_\_\_\_\_  
Matt Little, Mayor  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

APPROVED AS TO FORM:

s/Helen R. Brosnahan \_\_\_\_\_ July 15, 2015  
Assistant Dakota County Attorney Date  
VRW Res. No. \_\_\_\_\_  
KS-15- 303

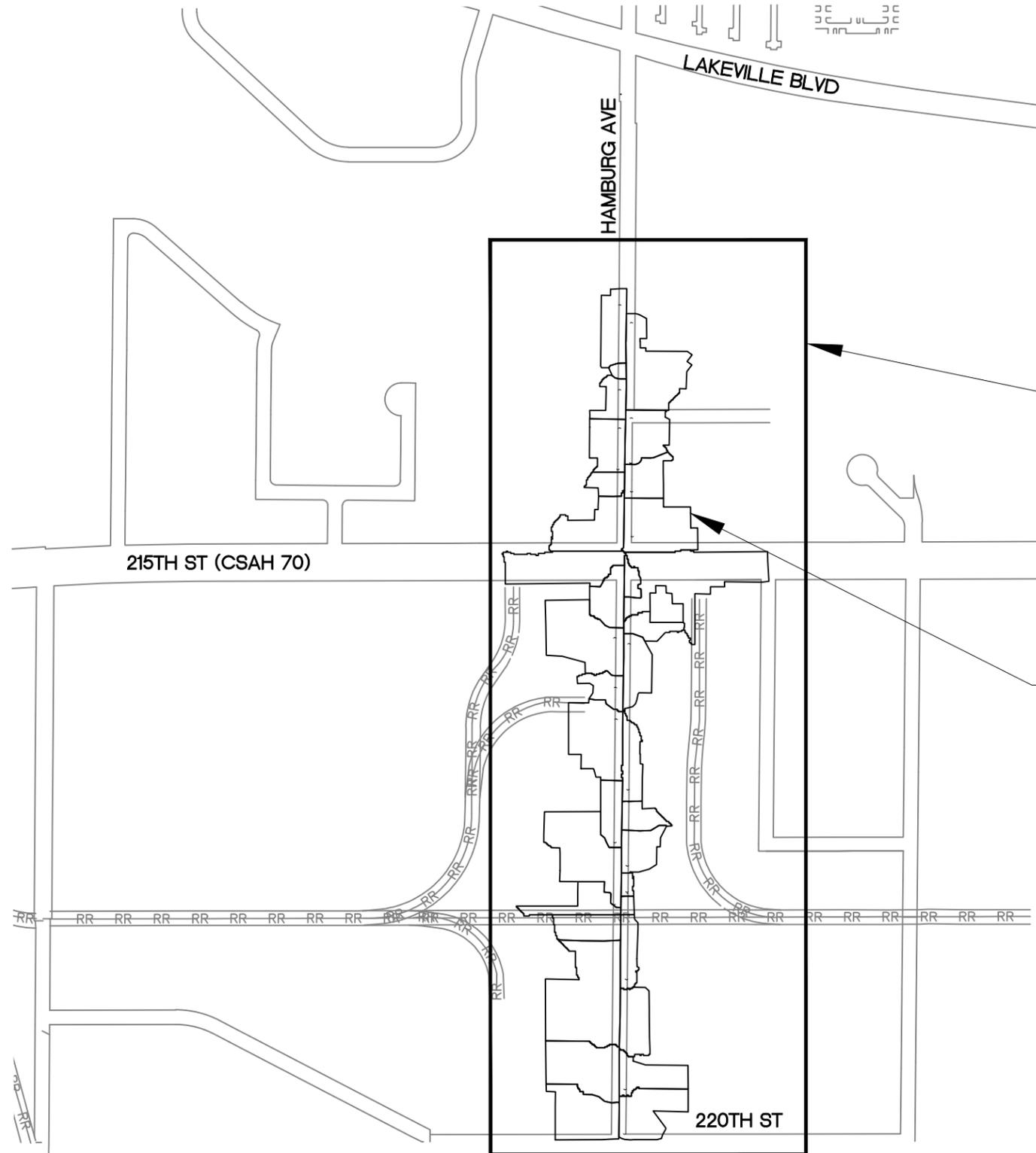
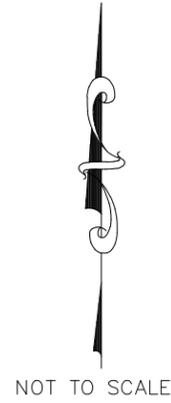
By \_\_\_\_\_  
Mike Slavik Chair  
Date of Signature: \_\_\_\_\_

# CITY OF LAKEVILLE

## HAMBURG AVENUE STORM SEWER IMPROVEMENT PROJECT

### CITY PROJECT NO. 15-05

7d. Attachment C.



PROJECT AREA

DRAINAGE AREAS

**GOVERNING SPECIFICATIONS**

WATER MAIN AND SANITARY SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2013 CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD UTILITIES SPECIFICATION.

THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

THE MOST CURRENT CITY OF LAKEVILLE UTILITY AND STREET CONSTRUCTION STANDARD SPECIFICATIONS, DATED MAY 2014

**SHEET INDEX**

HAMBURG AVENUE MILL AND OVERLAY  
CITY IMPROVEMENT PROJECT 15-05

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	DETAILS
3 - 11	HAMBURG AVENUE PLANS

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE DATA". THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.

MINNESOTA GOPHER STATE ONE CALL NUMBERS:  
142741975,150630234

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Monica Heil*  
Monica Heil

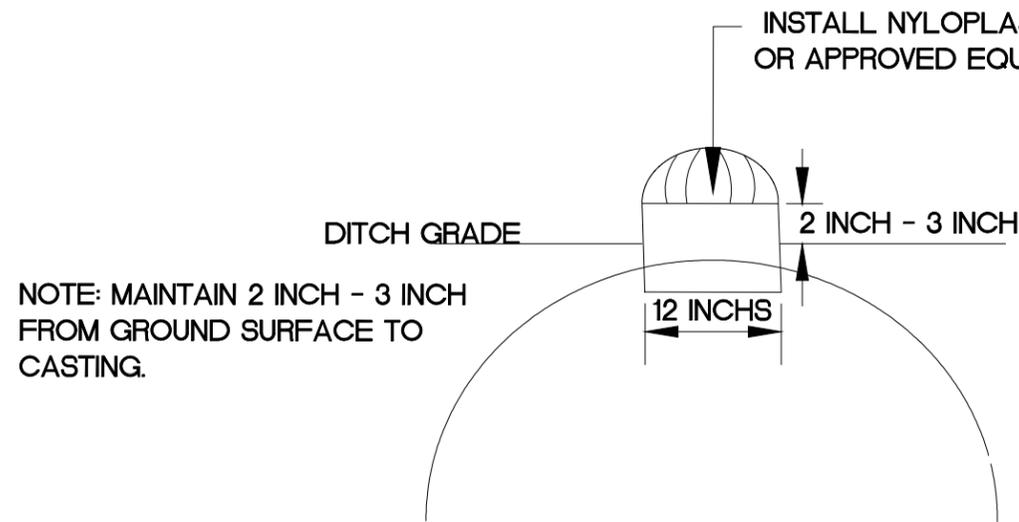
Date: 3/16/15 Reg. No. 47497



CITY OF LAKEVILLE  
O & M DIVISION

HAMBURG AVENUE  
TITLE SHEET

STATE AID PROJECT NO.	FILE	1
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

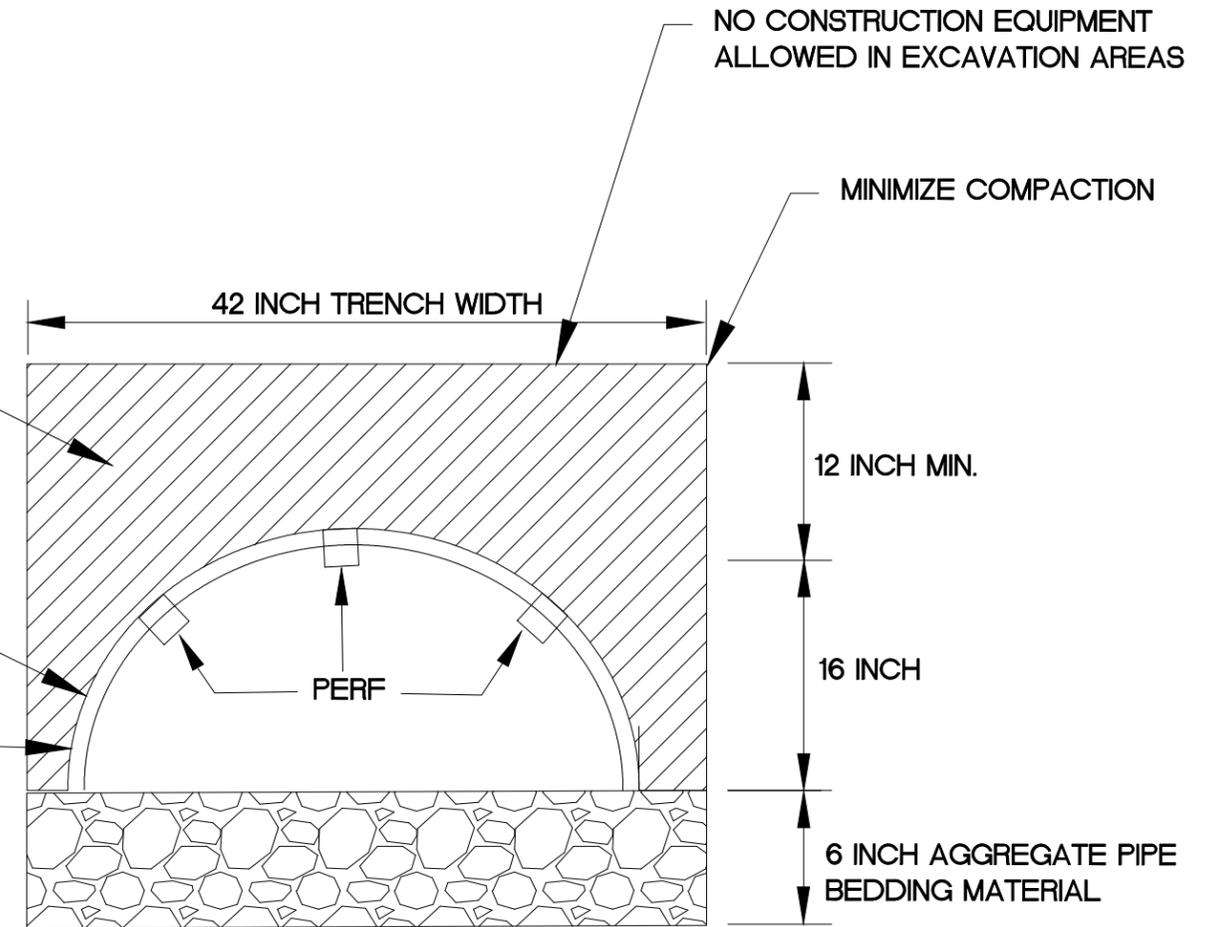


**CLEANOUT DETAIL (TYPICAL) N.T.S.**  
 \* CLEANOUT SPACING AT 100' MAXIMUM OR AS SHOWN ON THE PLAN

12 INCH BACKFILL WITH ENGINEERED MATERIAL (SEE NOTE 1 BELOW)

36" DIA. PIPE ADS CHAMBER SYSTEM OR APPROVED EQUAL

GEOTEXTILE FABRIC TO WRAP CHAMBER SRW NON-WOVEN (SRW NW4)

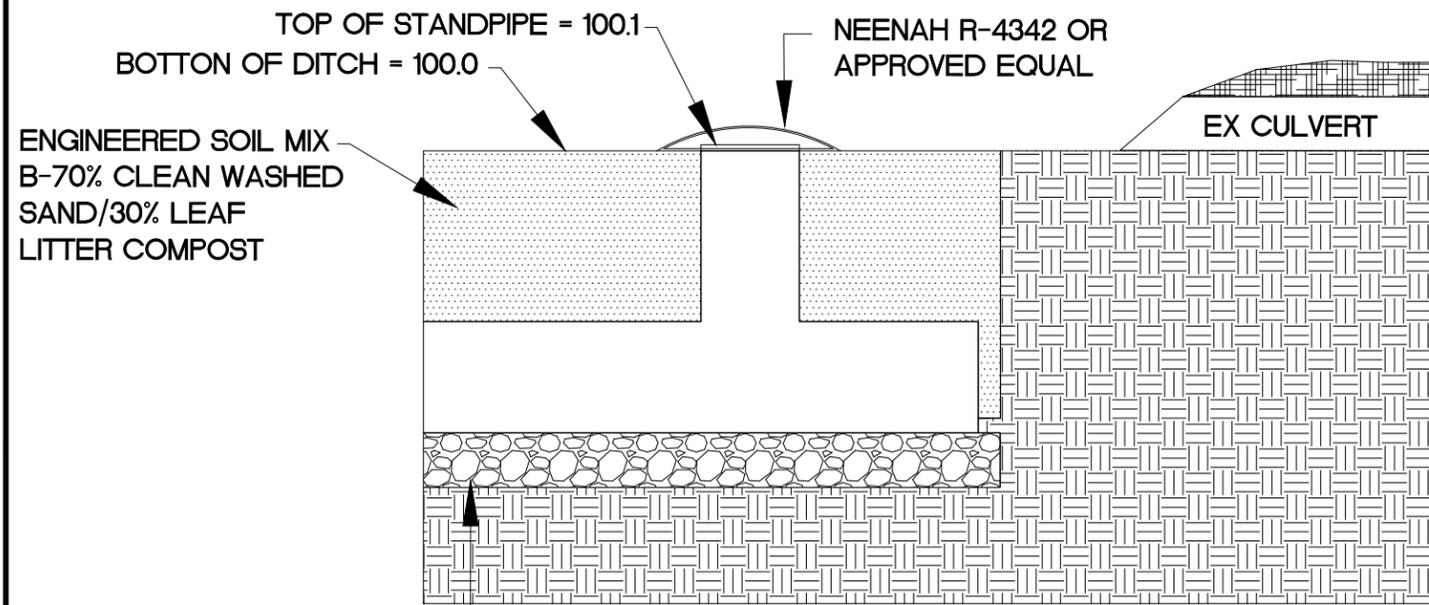


**ENGINEERED MIX:**

30% COMPOST MIXTURE (MIX B)  
 70% SAND

NOTE 1: REPLACEMENT ENGINEERED SOIL SHALL BE MINNESOTA STORMWATER MANUAL 4.1.2 MIX B: ENHANCED FILTRATION BLEND (WELL BLENDED MIXTURE OF 70% ASTM C-33 COARSE WASHED SAND (MnDOT 3126) AND 30% MnDOT 3890 GRADE 2 LEAF LITTER COMPOST). THE MATERIAL SUPPLIER SHALL PROVIDE DOCUMENTATION THAT THE COMPOST HAS BEEN SAMPLED AND TESTED AS REQUIRED BY THE SEAL OF TESTING ASSURANCE (STA) PROGRAM OF THE UNITED STATES COMPOSTING COUNCIL (USCC AND A GRADATION SIEVE ANALYSIS FOR THE WASHED SAND. THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.

NOTE: ALL DISTURBED AREAS SHALL BE FINAL GRADED, SEEDED AND BLANKETED IN ACCORDANCE WITH THE SWPPP (REFER TO PROJECT MANUAL).



**DITCH PROFILE (TYPICAL) N.T.S.**

NOTE: NO CONSTRUCTION EQUIPMENT SHALL BE ALLOWED IN THE EXCAVATED AREA. EXCAVATION MUST BE COMPLETED WITH A TOOTHED BUCKET (OR SOILS SCARIFIED PRIOR TO BACKFILLING).

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

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*Monica Heil*  
 Monica Heil  
 Date: 3/16/15 Reg. No. 47497



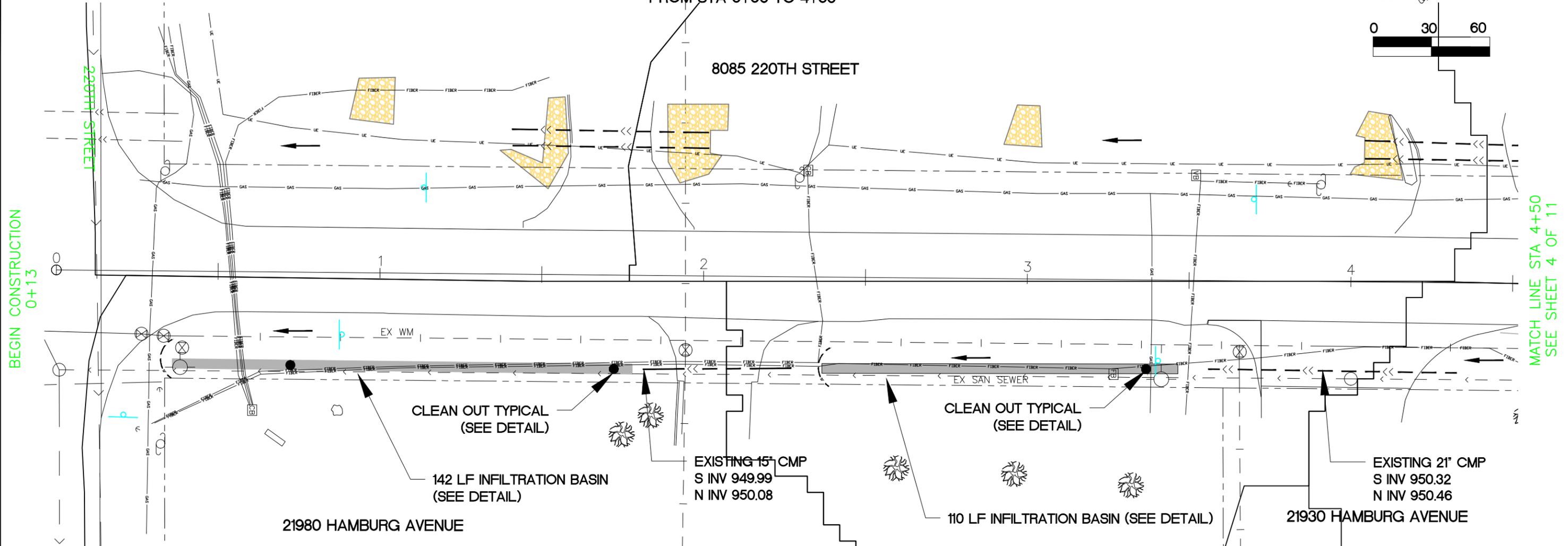
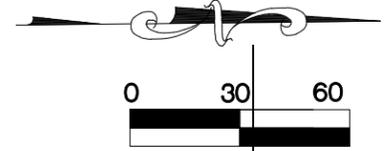
CITY OF LAKEVILLE  
 O & M DIVISION

HAMBURG AVENUE  
 DETAIL

STATE AID PROJECT NO.	FILE	2
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

# HAMBURG AVENUE

FROM STA 0+00 TO 4+50



BEGIN CONSTRUCTION  
0+13

MATCH LINE STA 4+50  
SEE SHEET 4 OF 11

## LEGEND

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES:
- ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
  - ② SILT FENCE SHALL BE INSTALLED PER CITY DETAIL PLATE LV-STM-18 AT THE LOCATIONS SHOWN
  - ③ INLET PROTECTION MUST BE INSTALLED AT ALL CLEANOUT LOCATIONS PER CITY DETAIL PLATE LV-STM-12

- WATERMAIN
- STORM SEWER
- SANITARY SEWER
- ROW/PROPERTY LINE
- GAS MAIN
- FIBER
- UE
- SF

- CONIFEROUS TREES
- DECIDUOUS TREE
- SHRUB
- DITCH DRAINAGE
- MAILBOX

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

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*Monica Heil*  
Monica Heil  
Date: 3/16/15 Reg. No. 47497



CITY OF LAKEVILLE  
O & M DIVISION

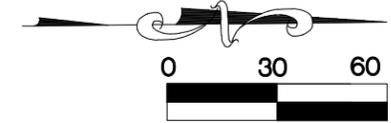
## HAMBURG AVENUE STREET AND STROM SEWER

STATE AID PROJECT NO.	FILE	3
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

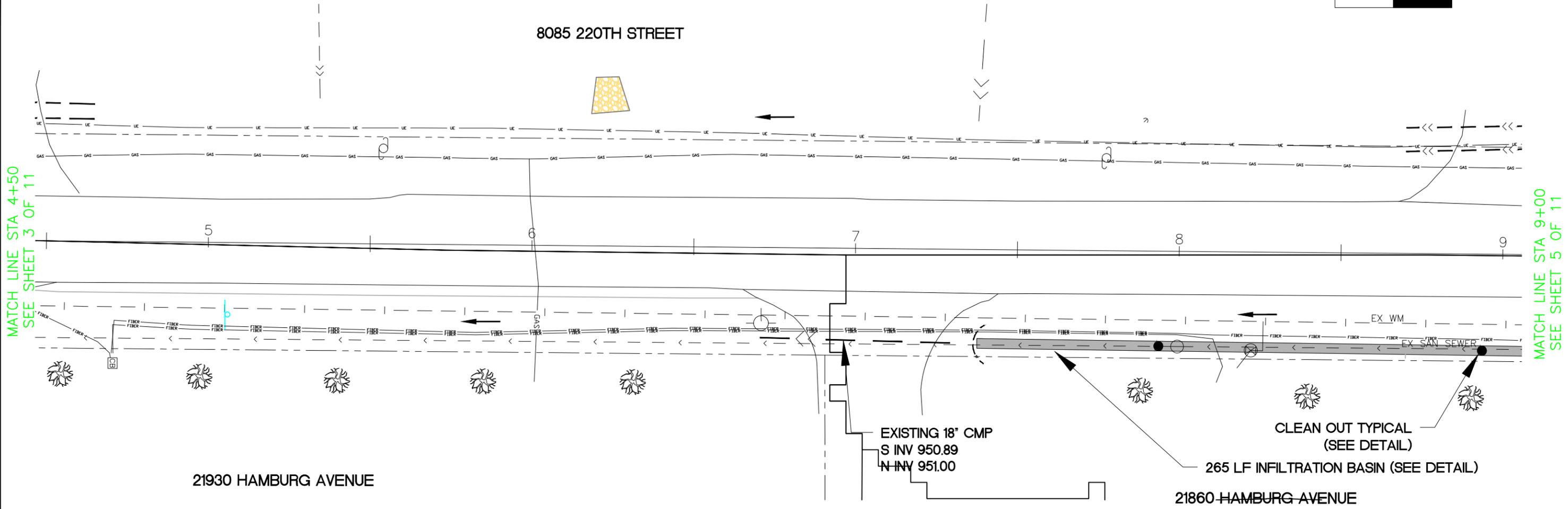
# HAMBURG AVENUE

FROM STA 4+50 TO 9+00

21785 HAMBURG AVENUE



8085 220TH STREET



MATCH LINE STA 4+50  
SEE SHEET 3 OF 11

MATCH LINE STA 9+00  
SEE SHEET 5 OF 11

## LEGEND

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES:**
- ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
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- WATERMAIN
- STORM SEWER
- SANITARY SEWER
- ROW/PROPERTY LINE
- GAS MAIN
- FIBER
- UNDERGROUND ELECTRICAL
- SILT FENCE

- CONIFEROUS TREES
- DECIDUOUS TREE
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- MAIL BOX

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*Monica Heil*  
Monica Heil

Date: 3/16/15 Reg. No. 47497

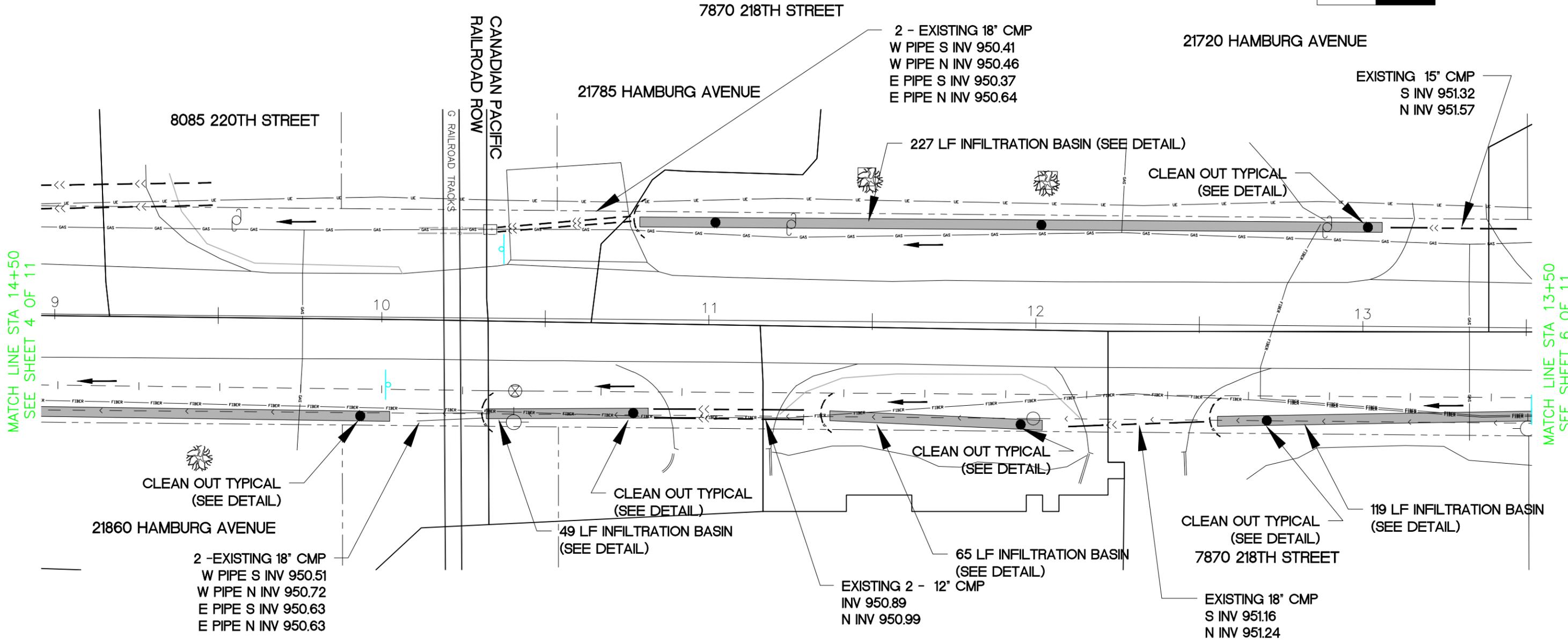
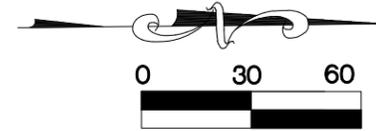


**HAMBURG AVENUE  
STORM SEWER**

STATE AID PROJECT NO.	FILE	4
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

# HAMBURG AVENUE

FROM STA 9+00 TO 13+50



MATCH LINE STA 14+50  
SEE SHEET 4 OF 11

MATCH LINE STA 13+50  
SEE SHEET 6 OF 11

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES:**
- ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
  - ② SILT FENCE SHALL BE INSTALLED PER CITY DETAIL PLATE LV-STM-18 AT THE LOCATIONS SHOWN
  - ③ INLET PROTECTION MUST BE INSTALLED AT ALL CLEANOUT LOCATIONS PER CITY DETAIL PLATE LV-STM-12

### LEGEND

- WATERMAIN
- CONIFEROUS TREES
- STORM SEWER
- DECIDUOUS TREE
- SANITARY SEWER
- SHRUB
- ROW/PROPERTY LINE
- DITCH DRAINAGE
- GAS MAIN
- MAIL BOX
- FIBER
- DITCH DRAINAGE
- UNDERGROUND ELECTRICAL
- SILT FENCE

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

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*Monica Heil*  
Monica Heil  
Date: 3/16/15 Reg. No. 47497



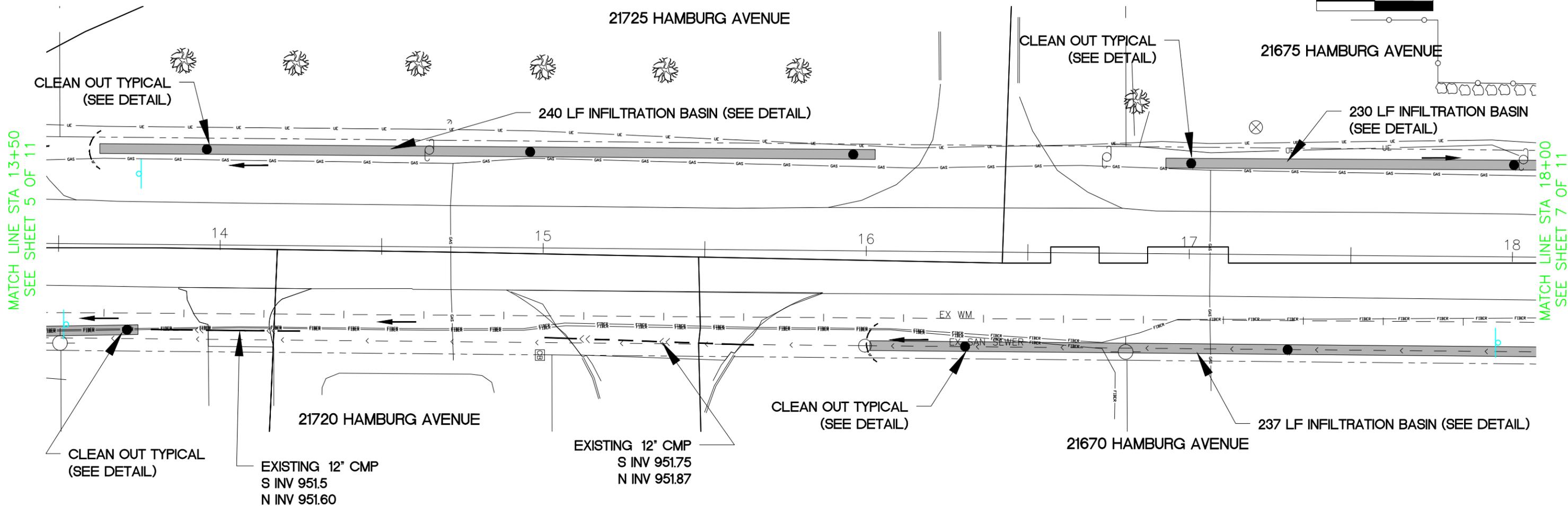
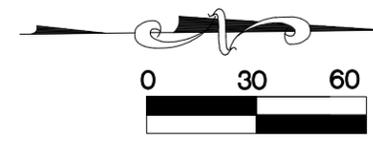
CITY OF LAKEVILLE  
O & M DIVISION

## HAMBURG AVENUE STORM SEWER

STATE AID PROJECT NO.	FILE	5
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

# HAMBURG AVENUE

FROM STA 13+50 TO 18+50



MATCH LINE STA 13+50  
SEE SHEET 5 OF 11

MATCH LINE STA 18+00  
SEE SHEET 7 OF 11

## LEGEND

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES: ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
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- WATERMAIN
- STORM SEWER
- SANITARY SEWER
- ROW/PROPERTY LINE
- GAS
- FIBER
- UE
- SF

- DITCH DRAINAGE
- MAIL BOX
- CONIFEROUS TREES
- DECIDUOUS TREE
- SHRUB
- DITCH DRAINAGE
- MAIL BOX

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

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*Monica Heil*  
Monica Heil  
Date: 3/16/15 Reg. No. 47497



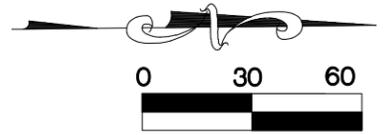
CITY OF LAKEVILLE  
O & M DIVISION

## HAMBURG AVENUE STORM SEWER

STATE AID PROJECT NO.	FILE	6
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

# HAMBURG AVENUE

FROM STA 18+00 TO 22+50



EXISTING 18" CMP  
S INV 951.34  
N INV 951.26

21565 HAMBURG AVENUE

EXISTING 12" CMP  
S INV 951.08  
N INV 950.99

147 LF INFILTRATION BASIN  
(SEE DETAIL)

21675 HAMBURG AVENUE

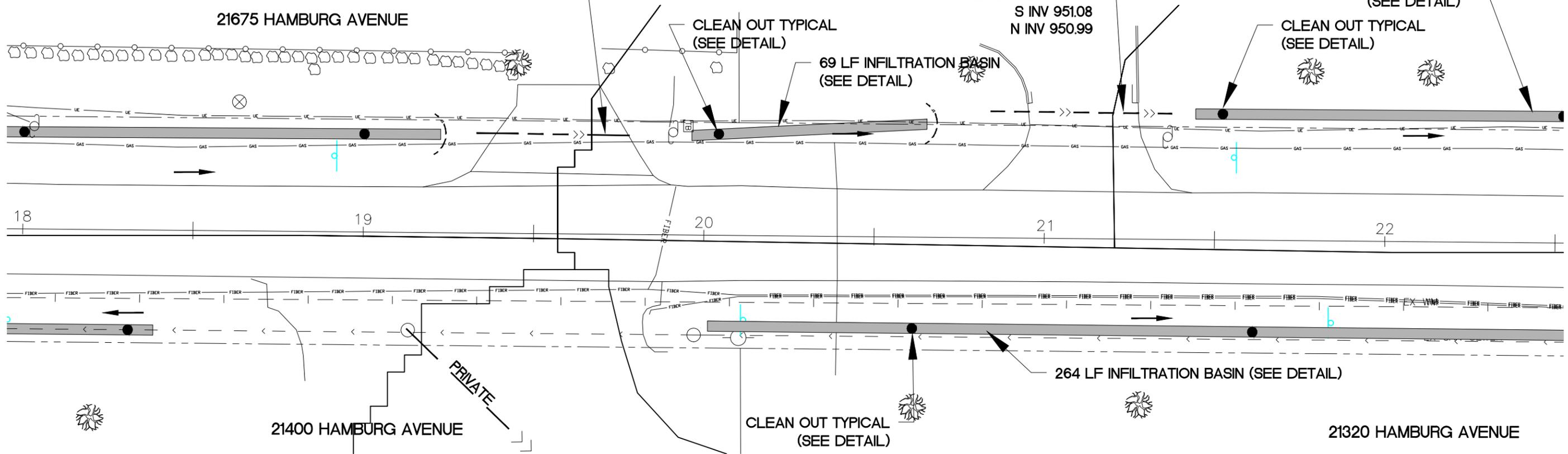
CLEAN OUT TYPICAL  
(SEE DETAIL)

69 LF INFILTRATION BASIN  
(SEE DETAIL)

CLEAN OUT TYPICAL  
(SEE DETAIL)

MATCH LINE STA 18+00  
SEE SHEET 6 OF 11

MATCH LINE STA 22+50  
SEE SHEET 8 OF 11



## LEGEND

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES: ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
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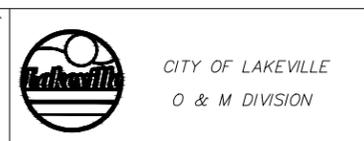
- WATERMAIN
- STORM SEWER
- SANITARY SEWER
- ROW/PROPERTY LINE
- GAS MAIN
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- UNDERGROUND ELECTRICAL
- SILT FENCE

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NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

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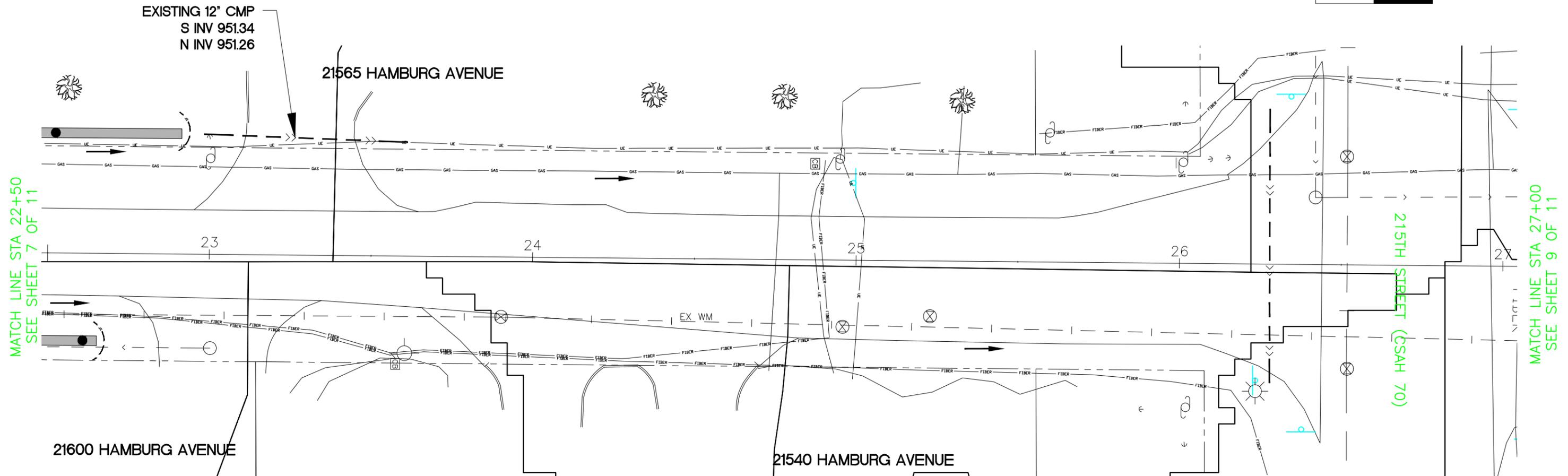
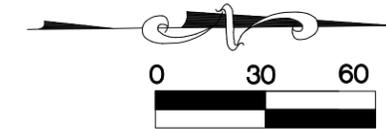


**HAMBURG AVENUE  
STORM SEWER**

STATE AID PROJECT NO.	FILE	7
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

# HAMBURG AVENUE

FROM STA 22+50 TO 27+00



MATCH LINE STA 22+50  
SEE SHEET 7 OF 11

MATCH LINE STA 27+00  
SEE SHEET 9 OF 11

## LEGEND

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES:**
- ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
  - ② SILT FENCE SHALL BE INSTALLED PER CITY DETAIL PLATE LV-STM-18 AT THE LOCATIONS SHOWN
  - ③ INLET PROTECTION MUST BE INSTALLED AT ALL CLEANOUT LOCATIONS PER CITY DETAIL PLATE LV-STM-12

- WATERMAIN
- STORM SEWER
- SANITARY SEWER
- ROW/PROPERTY LINE
- GAS MAIN
- FIBER
- UNDERGROUND ELECTRICAL
- SILT FENCE

- CONIFEROUS TREES
- DECIDUOUS TREE
- SHRUB
- DITCH DRAINAGE
- MAIL BOX

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Monica Heil*  
Monica Heil

Date: 3/16/15 Reg. No. 47497



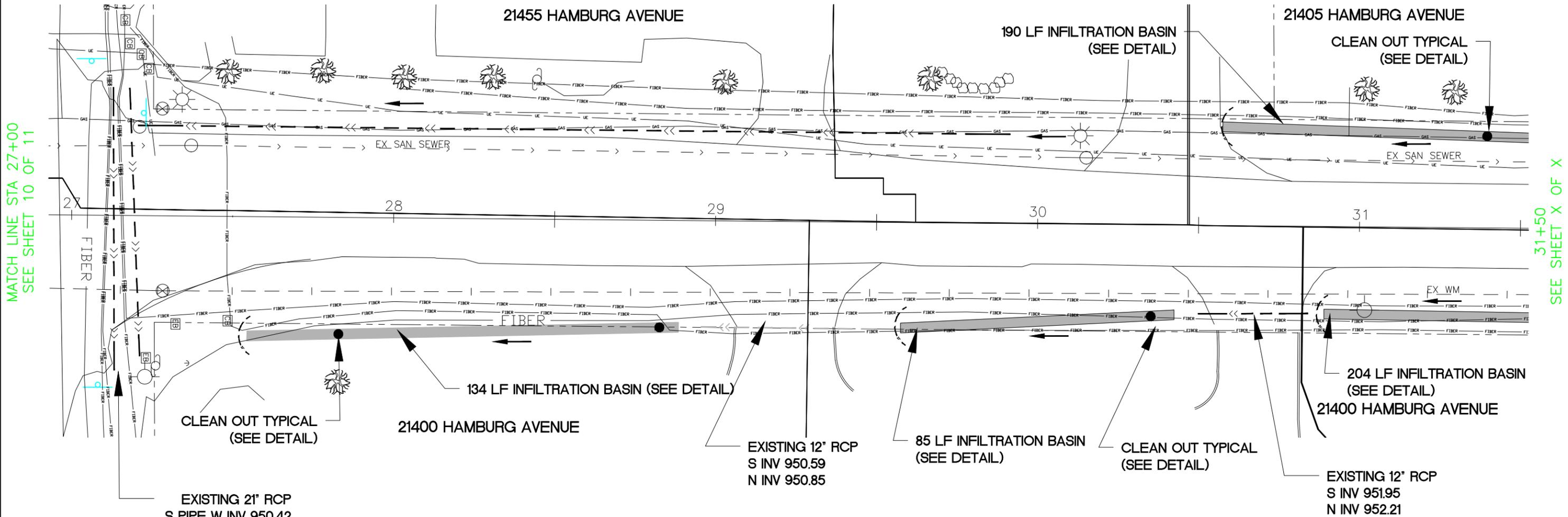
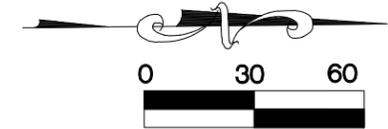
CITY OF LAKEVILLE  
O & M DIVISION

## HAMBURG AVENUE STORM SEWER

STATE AID PROJECT NO.	FILE	8
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

# HAMBURG AVENUE

FROM STA 27+00 TO 31+50



31+50  
SEE SHEET X OF X

## LEGEND

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES: ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
- ② SILT FENCE SHALL BE INSTALLED PER CITY DETAIL PLATE LV-STM-18 AT THE LOCATIONS SHOWN
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- WATERMAIN
- STORM SEWER
- SANITARY SEWER
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- DECIDUOUS TREE
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NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

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*Monica Heil*  
Monica Heil

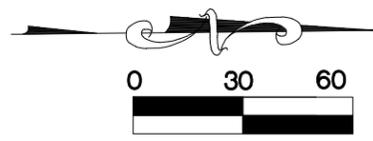
Date: 3/16/15 Reg. No. 47497



CITY OF LAKEVILLE  
O & M DIVISION

## HAMBURG AVENUE STORM SEWER

STATE AID PROJECT NO.	FILE	9
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

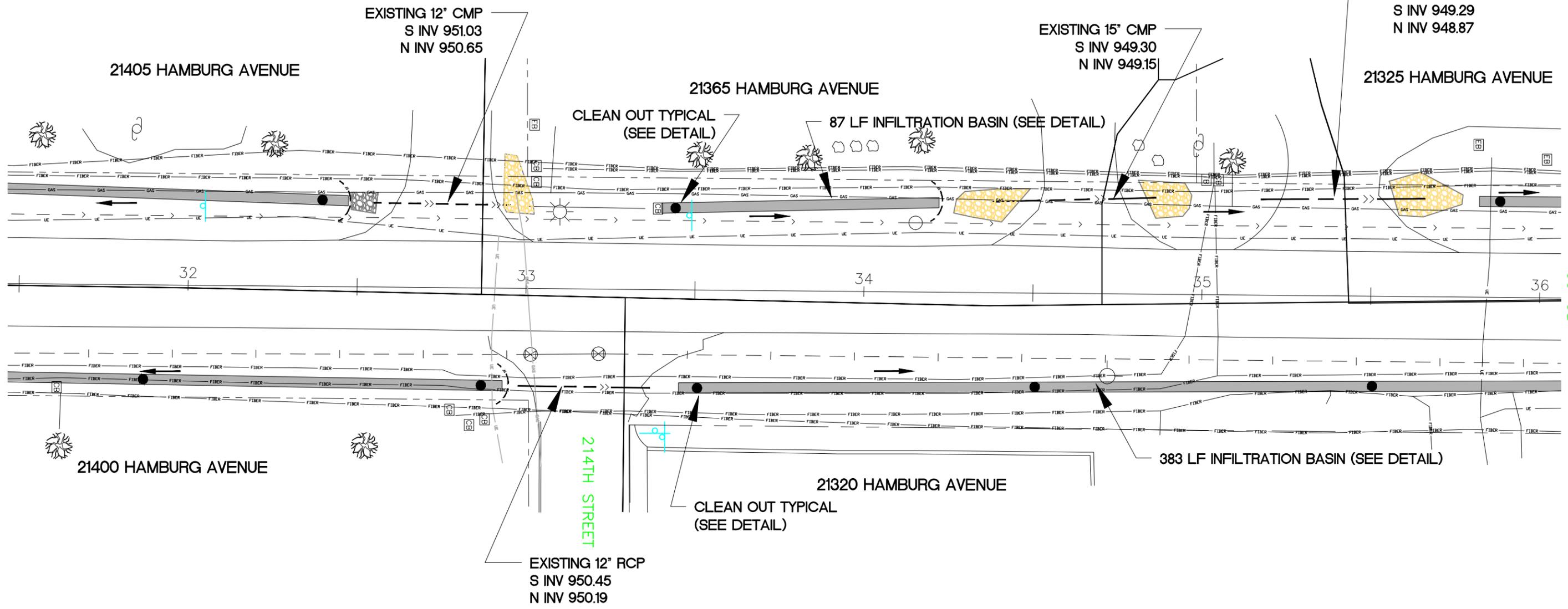


# HAMBURG AVENUE

FROM STA 31+50 TO 36+00

MATCH LINE STA 31+50  
SEE SHEET 10 OF 11

36+00  
SEE SHEET X OF X



### LEGEND

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES: ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
- NOTE: ② SILT FENCE SHALL BE INSTALLED PER CITY DETAIL PLATE LV-STM-18 AT THE LOCATIONS SHOWN
- ③ INLET PROTECTION MUST BE INSTALLED AT ALL CLEANOUT LOCATIONS PER CITY DETAIL PLATE LV-STM-12

- WATERMAIN
- STORM SEWER
- SANITARY SEWER
- ROW/PROPERTY LINE
- GAS MAIN
- FIBER
- UNDERGROUND ELECTRICAL
- SILT FENCE

- CONIFEROUS TREES
- DECIDUOUS TREE
- SHRUB
- DITCH DRAINAGE
- MAIL BOX

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

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*Monica Heil*  
Monica Heil  
Date: 3/16/15 Reg. No. 47497



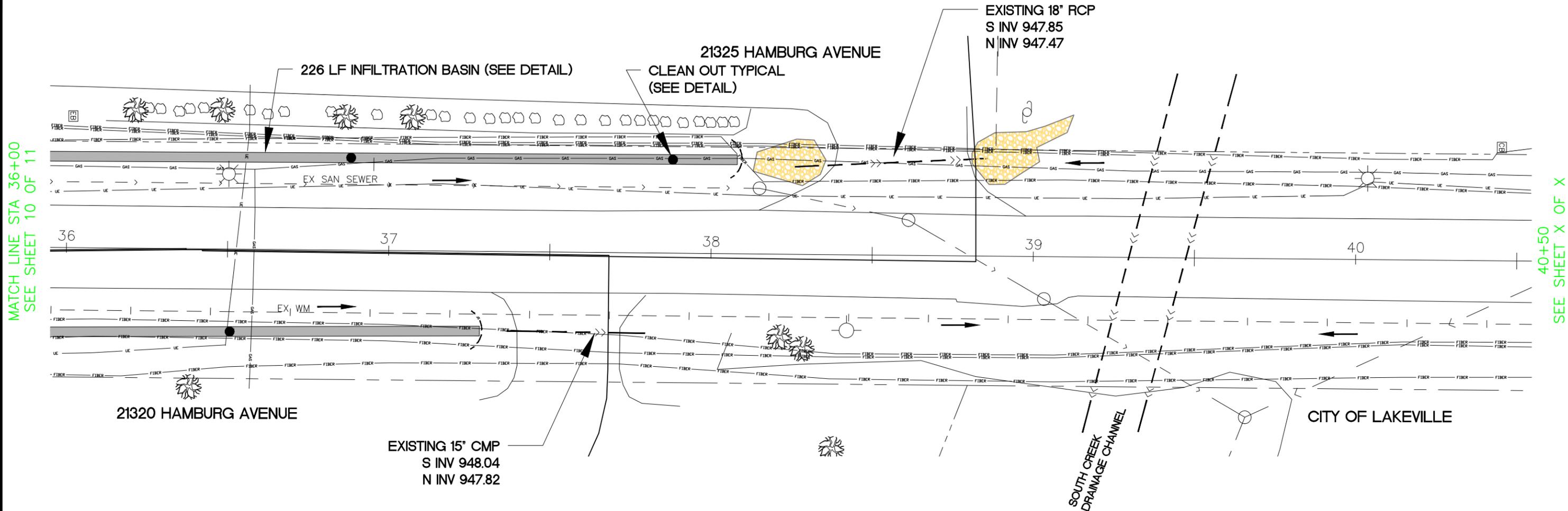
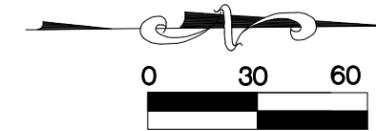
CITY OF LAKEVILLE  
O & M DIVISION

## HAMBURG AVENUE STORM SEWER

STATE AID PROJECT NO.	FILE	10
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

# HAMBURG AVENUE

FROM STA 36+00 TO 40+50



MATCH LINE STA 36+00  
SEE SHEET 10 OF 11

40+50  
SEE SHEET X OF X

- INFILTRATION BASIN
- EXISTING RIP RAP

- NOTES: ① ENGINEER TO DETERMINE FINAL TRENCH LOCATION IN THE FIELD TO MINIMIZE IMPACTS TO ADJACENT FACILITIES
- ② SILT FENCE SHALL BE INSTALLED PER CITY DETAIL PLATE LV-STM-18 AT THE LOCATIONS SHOWN
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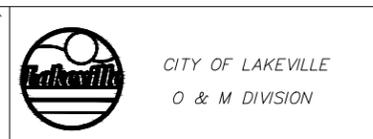
- LEGEND**
- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>— — — — —   — — — — —</li> <li>— — — — — &gt;&gt; — — — — —</li> <li>— — — — — &gt; — — — — —</li> <li>— — — — —</li> <li>— — — — — GAS — — — — —</li> <li>— — — — — FIBER — — — — —</li> <li>— — — — — UE — — — — —</li> <li>— — — — — SF — — — — —</li> </ul> | <ul style="list-style-type: none"> <li>WATERMAIN</li> <li>STORM SEWER</li> <li>SANITARY SEWER</li> <li>ROW/PROPERTY LINE</li> <li>GAS MAIN</li> <li>FIBER</li> <li>UNDERGROUND ELECTRICAL</li> <li>SILT FENCE</li> </ul> | <ul style="list-style-type: none"> <li> CONIFEROUS TREES</li> <li> DECIDUOUS TREE</li> <li> SHRUB</li> <li> DITCH DRAINAGE</li> <li> MAIL BOX</li> </ul> |
|--|--|--|

NO.	BY	DATE	REVISIONS	ITEM	DESIGNED	CHECKED

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

*Monica Heil*  
Monica Heil

Date: 3/16/15 Reg. No. 47497



**HAMBURG AVENUE  
STORM SEWER**

STATE AID PROJECT NO.	FILE	11
DAKOTA COUNTY PROJECT NO.	DATE	11
CITY OF LAKEVILLE PROJECT NO. 15-05		

### 7e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for a Stream and Wetland Restoration Project within the Avonlea Development

Meeting Date: 7/23/15  
 Item Type: Regular-Action  
 Contact: Travis Thiel  
 Telephone: 952-891-7546  
 Prepared by: Travis Thiel  
 Reviewed by:



#### PURPOSE/ACTION REQUESTED

- Authorization to execute a Joint Powers Agreement with the City of Lakeville for a stream and wetland restoration project within the Avonlea Development

#### SUMMARY

Ontario-based Mattamy Homes has submitted its Planned Unit Development Master Plan/Standards and Preliminary Plat for the first phase of the Avonlea residential development on 470 acres along Cedar Avenue between 179th and 190th Streets in the City of Lakeville. The project will span 8-10 years and will include 704 single-family homes, 138 row townhouses, 128 detached townhouses, and a 60-acre public park. The Avonlea development currently is under environmental and local review. The first phase of the project begins in 2015.

Mattamy Homes has been working with the City and Vermillion River Watershed Joint Powers Organization (VRWJPO) staff on strategies to meet and potentially go beyond Lakeville and VRWJPO stormwater requirements to establish beneficial and sustainable features in the Avonlea development. These strategies include restoration of a wetland and stream restoration for a portion of Middle Creek. Other elements may be incorporated in future development phases.

In the first phase, Mattamy Homes and the City want to restore a seven-acre wetland on the site, if the VRWJPO provides 50-percent cost share. Mattamy Homes views a restored wetland as an amenity for future Avonlea residents. The VRWJPO and City staff views wetland restoration as a critical step to improving and protecting water resources. Mattamy Homes has provided the design, plan, and permitting for the wetland restoration.

The VRWJPO, City staff, and Mattamy Homes want to advance the stream restoration project, as the reach is eroded, unstable, and has a poor connection with the floodplain. The VRWJPO staff requests 100-percent cost share to complete the stream restoration project. The City is providing \$48,000 to design, obtain permits, and provide oversight for construction of the stream restoration project.

The Vermillion Watershed Restoration and Protection Strategy (WRAPS) identified stream restoration as a priority for water quality and habitat improvement in the Middle Creek subwatershed. The WRAPS also identified stormwater retention, wetland restoration, and riparian buffers/green space as critical to improving Middle Creek and downstream reaches. The pollutant reduction from the stream restoration project is difficult to calculate, but is estimated at 30-50 tons of sediment/year and 30-50 lbs. of phosphorus/year. The estimated cost of the Middle Creek stream restoration project is \$186,456. The pollution reduction from the wetland restoration project is estimated at 21 tons of sediment/year and 88 lbs. of phosphorus/year. The estimated cost of the wetland restoration project is \$42,937. Staff requests the VRWJPB to authorize the chair to execute a Joint Powers Agreement with the City of Lakeville in an amount not to exceed \$215,000 for 100-percent cost share of the stream restoration and 50-percent cost share of the wetland restoration within the Avonlea development.

#### EXPLANATION OF FISCAL/FTE IMPACT

The \$215,000 for 100-percent cost share of the Middle Creek Restoration Project and 50-percent cost share for the wetland restoration project is allocated in the VRWJPO 2015 Budget in the CIP category.

**Supporting Documents:**

Attachment A: Stream and Wetland Restoration Cost Estimates  
Attachment B: Avonlea Stream Restoration  
Attachment C: Wetland Restoration Plan

**Previous Board Action(s):**

VRW-15-21; 4/23/15  
- ;

**RESOLUTION**

**7e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for a Stream and Wetland Restoration Project within the Avonlea Development**

WHEREAS, Ontario-based Mattamy Homes has submitted its Planned Unit Development Master Plan/Standards and Preliminary Plat for the first phase of the Avonlea residential development on 470 acres along Cedar Avenue between 179th and 190th Streets in the City of Lakeville; and

WHEREAS, Mattamy Homes has been working with the City and Vermillion River Watershed Joint Powers Organization (VRWJPO) staff on strategies to meet and potentially go beyond Lakeville and VRWJPO stormwater requirements to establish beneficial and sustainable features in the Avonlea development; and

WHEREAS, strategies include restoration of a wetland and stream restoration for a portion of Middle Creek; and

WHEREAS, Mattamy Homes and the City want to restore a seven-acre wetland on the site, as an amenity for future Avonlea residents and as a critical step to improving and protecting water resources in the Middle Creek subwatershed, if the VRWJPO will provide 50-percent cost share; and

WHEREAS, the estimated cost of the wetland restoration project is \$42,937; and

WHEREAS, the VRWJPO, City staff, and Mattamy Homes want to advance the stream restoration project to improve water quality in a reach of Middle Creek that is eroded, unstable, and has a poor connection with the floodplain, if the VRWJPO will provide 100-percent cost share; and

WHEREAS, the estimated cost of the Middle Creek stream restoration project is \$186,456; and

WHEREAS, the City and Mattamy Homes are providing significant time and resources to design, plan, permit, and oversee construction of the stream and wetland restoration projects; and

WHEREAS, the Vermillion Watershed Restoration and Protection Strategy (WRAPS) identified wetland and stream restoration as a priority for water quality and habitat improvement in the Middle Creek subwatershed; and

WHEREAS, estimated pollutant reductions from the proposed stream and wetland restoration projects within the Avonlea development are 50-70 tons of sediment/year and 118-138 lbs. of phosphorus/year.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the chair to execute a Joint Powers Agreement with the City of Lakeville for 50-percent cost share of the wetland restoration project and 100-percent cost share for the stream restoration project at the Mattamy Homes Avonlea development in an amount not to exceed \$215,000; subject to approval by the Dakota County Attorney’s Office as to form.

<p><b>Administrator’s Comments:</b></p> <p><input type="checkbox"/> Recommend Action</p> <p><input type="checkbox"/> Do Not Recommend Action</p> <p><input type="checkbox"/> Reviewed—No Recommendation</p> <p><input type="checkbox"/> Reviewed—Information Only</p> <p><input type="checkbox"/> Submitted at Commissioner Request</p>	<p><b>Reviewed by (if required):</b></p> <p><input type="checkbox"/> County Attorney’s Office</p> <p><input type="checkbox"/> Financial Services</p>
<p>_____ County Administrator</p>	

Description	Unit	Estimated Quantity	Unit Price	Total Price
<b>COST SHARING</b>				
<b>STREAM RESTORATION GRADING/EROSION CONTROL</b>				
Mobilization	LS	1.0	\$5,000.00	\$5,000.00
Common Excavation(EV)	C.Y.	20,475.0	\$2.30	\$47,092.50
Haul and place Material from Stockpiles to waste areas within the Avonlea Project	C.Y.	9,975.0	\$3.80	\$37,905.00
Re-spread Topsoil (CV)	C.Y.	6,510.0	\$1.85	\$12,043.50
Rock Construction Entrance	EACH	2.0	\$2,500.00	\$5,000.00
Silt Fence	L.F.	3,990.0	\$1.60	\$6,384.00
Inlet Protection on nearby existing structures	EACH	3.0	\$375.00	\$1,125.00
Temporary Ditch By-Pass during Construction	LS	1.0	\$35,000.00	\$35,000.00
Class 3 Rip Rap ( Limestone) for RIP RAP Overflows	C.Y.	68.0	\$125.00	\$8,500.00
Riffle Dam Overflows	EACH	3.0	\$4,150.00	\$12,450.00
Temporary Seeding & Mulching MNDOT 150	ACRE	12.0	\$460.00	\$5,520.00
Temporary Ditch Checks MnDOT 3889, Type 2: Wood Fiber Biorolls	L.F.	368.0	\$3.25	\$1,196.00
Erosion Control Blankets MnDOT 3885, Category 3, Type 2S (P)	S.Y.	5,250.0	\$1.00	\$5,250.00
Remove/Dispose of Silt Fence (all types)	L.F.	3,990.0	\$1.00	\$3,990.00
<b>Subtotal Grading/Erosion Control</b>				<b>\$186,456.00</b>
<b>Owner's Cost Item</b>				
Wetland Buffer Seed Mix (Riparian South & West Mix) 34-262	ACRE	9.0	\$1,850.00	\$16,650.00
Wetland Seed Mix (Riparian South & West Mix) 34-261	ACRE	3.0	\$2,350.00	\$7,050.00
<b>Subtotal Grading/Erosion Control</b>				<b>\$23,700.00</b>
<b>STREAM RESTORATION Design/Construction Management Costs</b>				
Engineering/Landscape Design Costs (hourly estimate)	Hourly	1	\$ 7,500.00	\$7,500.00
Permitting and Agency Approvals (hourly estimate)	Hourly	1	\$ 10,500.00	\$10,500.00
Construction Observation/Project Management (hourly estimate)	Hourly	1	\$ 5,000.00	\$5,000.00
Annual Inspection Costs/Maintenance (5 years)	Estimate per year	5	\$ 5,000.00	\$25,000.00
<b>Subtotal</b>				<b>\$48,000.00</b>
<b>Subtotal Grading /Erosion Control</b>				<b>\$186,456.00</b>
<b>Subtotal Owner's Cost Item</b>				<b>\$16,650.00</b>
<b>Subtotal Design Costs</b>				<b>\$48,000.00</b>
<b>TOTAL</b>				<b>\$251,106.00</b>
<b>WETLAND RESTORATION SEEDING/EROSION CONTROL</b>				
Silt Fence (Budget)	L.F.	1,500.00	\$1.60	\$2,400.00
Temporary Ditch By-Pass during Construction	LS	1.00	\$15,000.00	\$15,000.00
Wetland Seed Mix (Riparian South & West Mix) 34-261	ACRE	5.75	\$2,350.00	\$13,512.50
Wet Prairie Seed Mix 34-262	ACRE	5.25	\$1,850.00	\$9,712.50
Temporary Ditch Checks MnDOT 3889, Type 2: Wood Fiber Biorolls	L.F.	250.00	\$3.25	\$812.50
Remove/Dispose of Silt Fence (all types)	L.F.	1,500.00	\$1.00	\$1,500.00
Erosion Control Blankets MnDOT 3885, Category 3, Type 2S (P)	S.Y.	2,000.00	\$1.00	\$2,000.00
<b>Subtotal Wetland Restoration Grading/Erosion Control</b>				<b>\$42,937.50</b>

**JOINT POWERS AGREEMENT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION  
AND  
THE CITY OF LAKEVILLE  
FOR THE MIDDLE STREAM RESTORATION PROJECT AND WETLAND RESTORATION PROJECT WITHIN  
THE MATTAMY HOMES AVONLEA DEVELOPMENT**

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

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

**WHEREAS**, the City of Lakeville (City) is a governmental and political subdivision of the State of Minnesota; and

**WHEREAS**, Mattamy Homes has submitted its Planned Unit Development Master Plan/Standards and Preliminary Plat for residential development (Development) along 470 acres along Cedar Avenue between 179<sup>th</sup> and 190<sup>th</sup> Streets in the City of Lakeville.

**WHEREAS**, Mattamy Homes has been working with both the VRWJPO and the City to meet and possibly go beyond the City and VRWJPO storm-water requirements to establish beneficial and sustainable features in the Development. These strategies include restoration of a wetland and a portion of Middle Creek; and

**WHEREAS**, the VRWJPO and City view wetland restoration as a critical goal for improving and protecting water resources; and

**WHEREAS**, Mattamy Homes has provided the design, planning and permitting necessary for the wetland restoration project; and

**WHEREAS**, the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) identified stream restoration as a priority for water quality and habitat improvement in the sub-watershed; and

**WHEREAS**, the City is providing \$48,000 to design, obtain permits, provide construction oversight and other tasks associated with the planning, development and execution of the stream restoration; and

**WHEREAS**, the City of Lakeville desires to both restore the wetland and the stream on the Development site (Project); and

**WHEREAS**, the estimated cost of the stream restoration is \$186,456.00. The City is seeking \$186,456.00 from the VRWJPO for the stream restoration; and

**WHEREAS**, the estimated cost of the wetland restoration project is \$42,937.00. The City is seeking \$21,468.50 for the wetland restoration; and

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

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities and cost sharing obligations of the City and the VRWJPO for the Project.

**ARTICLE 2**

## **PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the City of Lakeville, Minnesota (City).

## **ARTICLE 3 TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until August 31, 2016, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

## **ARTICLE 4 COOPERATION**

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

## **ARTICLE 5 PAYMENT**

**5.1** The VRWJPO shall cost share with the City in an amount not to exceed Two Hundred Fifteen Thousand Dollars (\$215,000.00) for costs directly related to the completion of the Project.

**5.2** The VRWJPO shall make payment to the City on a one-time reimbursement basis upon Project completion and verification and acceptance by the VRWJPO that the Project has been completed in accordance with the terms of this Agreement and in accordance with the specifications for the Project, which are attached hereto and incorporated herein as Exhibit 1 and Exhibit 2.

**5.3** The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

## **ARTICLE 6 CITY'S OBLIGATIONS**

**6.1 AUTHORIZED PURPOSE.** The cost share funds provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the completion of the Project as described in Exhibit 1.

**6.2 CONSTRUCTION REQUIREMENTS.** The Project shall be constructed in accordance with the approved specifications in Exhibit 1. Any modifications to the specifications require prior approval from VRWJPO staff.

**6.3 COSTS.** The City is solely responsible for the cost of constructing the Project according to the approved plans and specifications.

**6.4 RIGHT OF ENTRY.** The City hereby permits the VRWJPO, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located for the purpose of inspecting the constructions of the Project.

**6.5 COMPLIANCE WITH LAWS/STANDARDS.** The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project, including obtaining all necessary permits to construct the Project.

6.6 PUBLICITY. The City hereby permits the VRWJPO to take and disclose photographs of the Project for use in publications or promotional material or on its website for the purpose of highlighting the VRWJPO's programs. The City shall appropriately acknowledge the funding provided by the VRWJPO in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 7 INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the VRWJPO and the City. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS**

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

TO THE VRWJPO:       Mike Slavik or successor, Chair  
Vermillion River Watershed Joint Powers Organization  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7030

TO THE CITY:         Matt Little or successor, Mayor  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville, MN 55044  
Telephone: (952) 985-4410

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

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

VRWJPO Liaison:     Travis Thiel  
Telephone: (952) 891-7546  
Email: [travis.thiel@co.dakota.mn.us](mailto:travis.thiel@co.dakota.mn.us)

City Liaison:         McKenzie Cafferty  
Environmental Resources Manager  
Telephone: (952) 985-4520  
Email: [mcafferty@lakevillemn.gov](mailto:mcafferty@lakevillemn.gov)

## **ARTICLE 9 MODIFICATIONS**

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

## **ARTICLE 10 TERMINATION**

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

**10.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the VRWJPO to the City by facsimile is sufficient notice under this Agreement. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **ARTICLE 11 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. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 12 MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

## **ARTICLE 13 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.

## **ARTICLE 14 GOVERNMENT DATA PRACTICES**

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

## **ARTICLE 15 DEFAULT: FORCE MAJEURE**

No party shall be liable to any 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.

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

**CITY OF LAKEVILLE**

By \_\_\_\_\_  
Matt Little, Mayor  
Date of Signature: \_\_\_\_\_

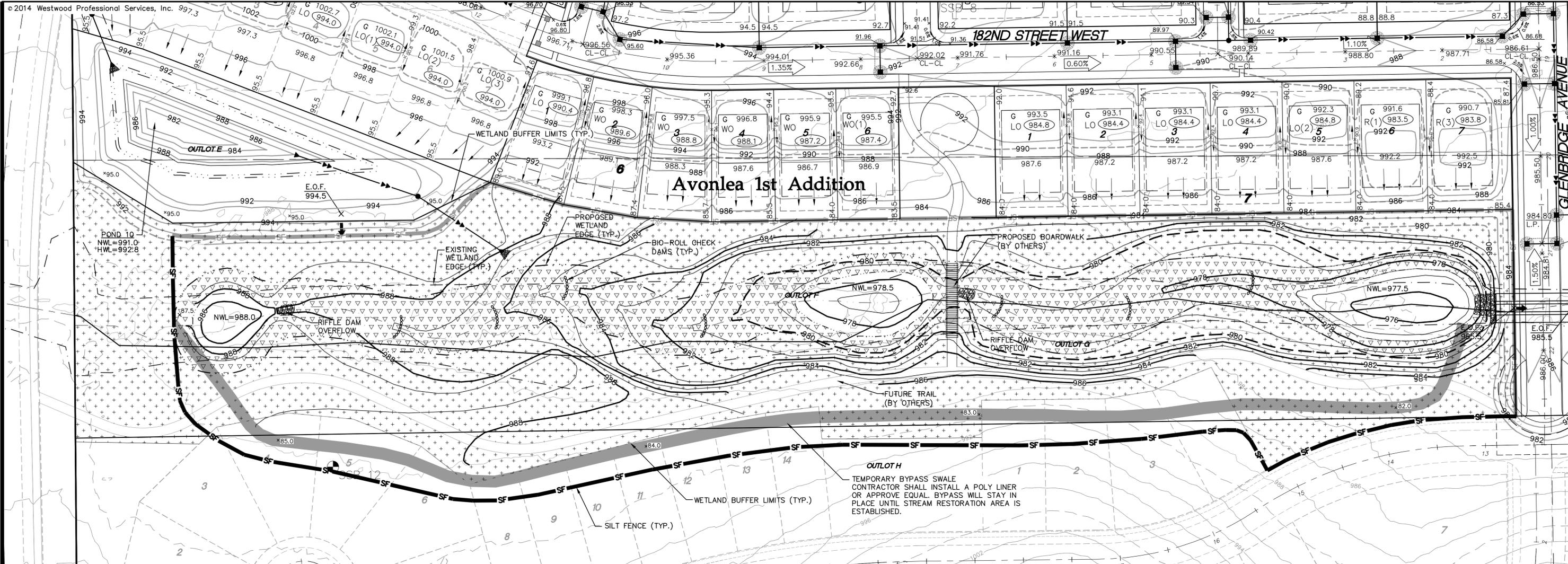
By \_\_\_\_\_  
\_\_\_\_\_, City Clerk  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

By \_\_\_\_\_  
Mike Slavik Chair  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Dakota County Attorney    Date  
VRW Res. No. \_\_\_\_\_  
KS-15-

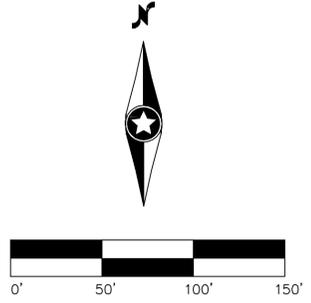
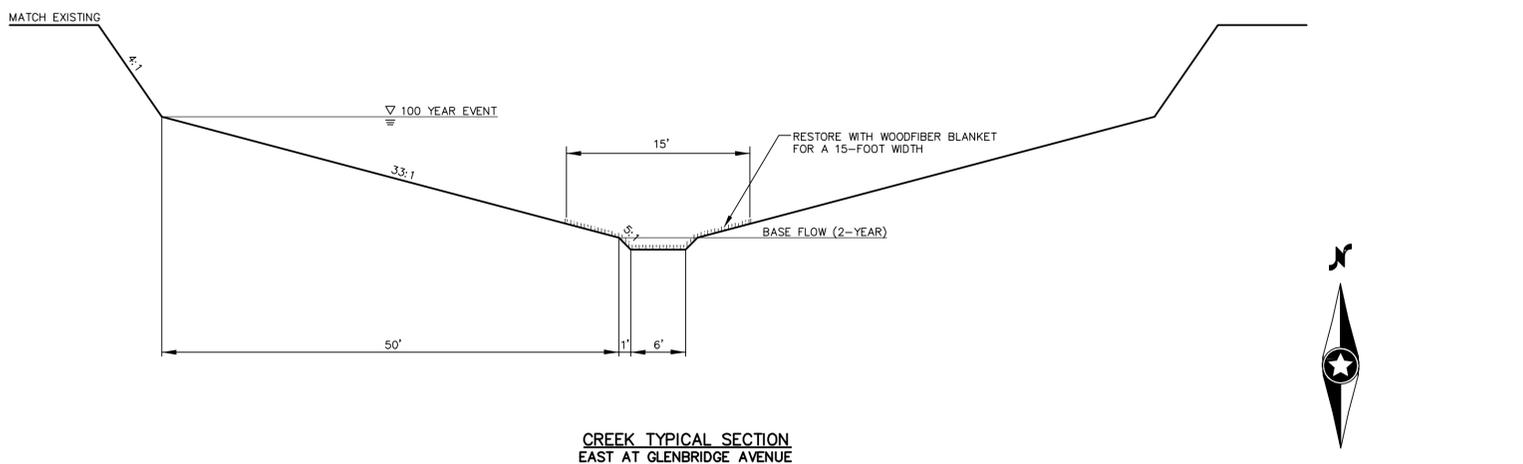


**LEGEND:**

- DENOTES SILT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES PROPOSED INTERIM CONTOURS
- DENOTES FUTURE STORM SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED DRAINTILE
- DENOTES EXISTING TREE LINE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES EMERGENCY OVERFLOW ELEVATION
- 3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET
- DENOTES INLET PROTECTION AT CATCH BASINS
- DENOTES NEW CREEK CENTERLINE
- DENOTES ORIGINAL WETLAND BOUNDARY 88,580 SF
- DENOTES NEW WETLAND BOUNDARY 93,750 SF
- RIPARIAN SOUTH & WEST MIX (34-261)
- DRY PRAIRIE SOUTHEAST MIX (34-262)

**GENERAL GRADING & DRAINAGE NOTES:**

- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
- REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- ALL RCP FOR STORM SEWER SHALL BE CLASS III UNLESS OTHERWISE NOTED
- ALL CATCH BASINS AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.10 FEET. RIM ELEVATIONS ON PLANS REFLECT THE SUMPED ELEVATIONS.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL RULES.
- POSITIVE DRAINAGE FROM THE SITE MUST BE PROVIDED AT ALL TIMES.
- RIFLE DAM OVERFLOWS TO BE A MIXTURE OF 12"-16" BUILDERS AND SMALLER ROCKS AS REQUIRED BY THE WATERSHED.



Call 48 Hours before digging:  
**811 or call811.com**  
Common Ground Alliance

0000557SKP03.dwg  
Date: 05/18/15 Sheet: 1 OF 2

**Avonlea**  
**Stream Restoration**  
Lakeville, Minnesota

**Stream Restoration Grading & Erosion Control**  
Exhibit 7

Westwood Professional Services, Inc.  
7690 Anagram Drive  
Eden Prairie, MN 55344  
PHONE 952-937-5150  
FAX 952-937-5822  
TOLL FREE 1-888-937-5150  
www.westwoodsps.com

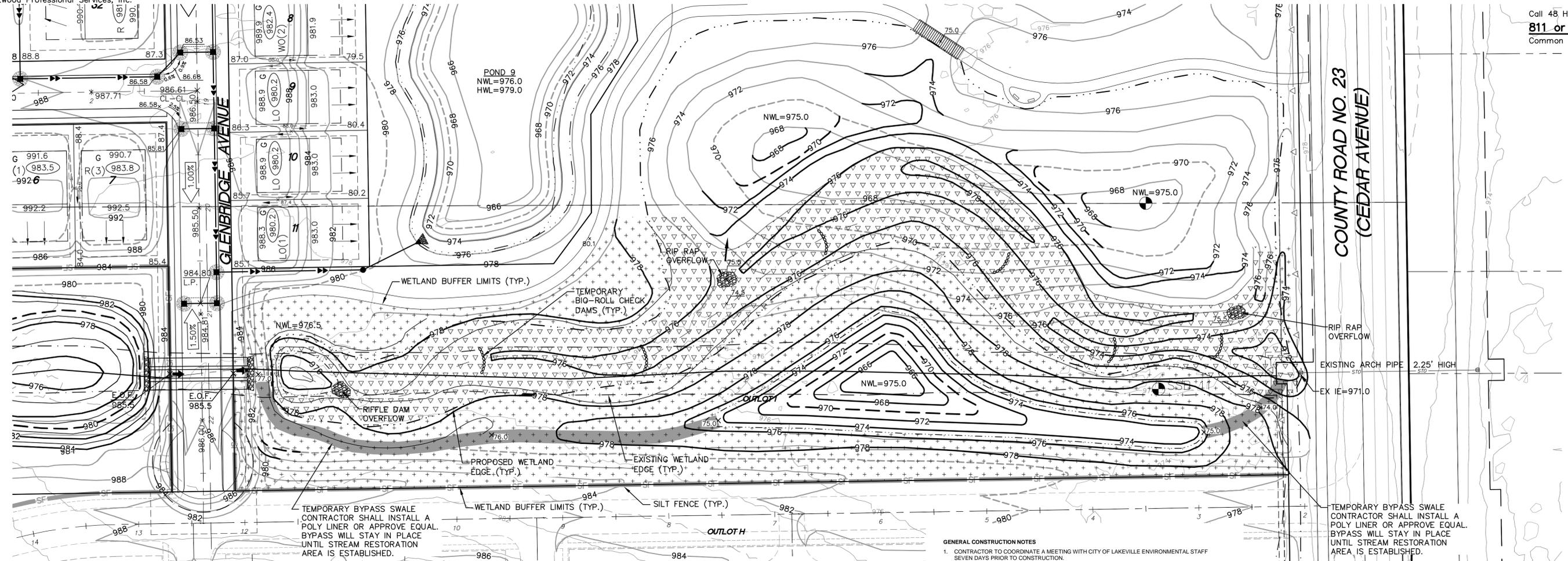
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

**Ryan M. Bluhm**  
Date: 05/18/15 License No. 41257

Revisions:


Designed: CLJ  
Checked: RMB  
Drawn: HW  
Record Drawing by/date:

Prepared for:  
**City of Lakeville**  
7e. Attachment C.



**LEGEND:**

- DENOTES SILT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES PROPOSED INTERIM CONTOURS
- DENOTES FUTURE STORM SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES EXISTING TREE LINE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES BIO-ROLL EROSION CHECKS
- DENOTES EMERGENCY OVERFLOW ELEVATION
- 3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET
- DENOTES INLET PROTECTION AT CATCH BASINS
- DENOTES NEW CREEK CENTERLINE
- DENOTES ORIGINAL WETLAND BOUNDARY 41,663 SF
- DENOTES NEW WETLAND BOUNDARY 173,580 SF
- RIPARIAN SOUTH & WEST MIX (34-261)
- DRY PRAIRIE SOUTHEAST MIX (35-621)

34-261 Riparian South & West					
Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/acre)	% of Mix	Seeds/ sq ft
American slough grass	<i>Heckmannia sylvatica</i>	1.52	1.38	4.30%	24.99
tearthumb wild rye	<i>Elymus riparius</i>	0.56	0.50	1.58%	0.53
Virginia wild rye	<i>Elymus virginicus</i>	1.06	1.75	5.66%	2.70
tall manna grass	<i>Glyceria granis</i>	0.28	0.25	0.80%	6.50
low manna grass	<i>Glyceria striata</i>	0.10	0.09	0.29%	3.00
rice cut grass	<i>Leersia oryzoides</i>	0.18	0.16	0.51%	2.00
low bluegrass	<i>Poa palustris</i>	0.94	0.84	2.66%	40.00
prairie cordgrass	<i>Spartina pectinata</i>	0.34	0.30	0.96%	0.74
<b>Total Grasses</b>		<b>5.88</b>	<b>5.25</b>	<b>16.66%</b>	<b>80.37</b>
lusk sedge	<i>Carex stricta</i>	0.04	0.04	0.13%	0.80
poorwill sedge	<i>Carex scoparia</i>	0.07	0.06	0.21%	2.00
fox sedge	<i>Carex vulpinoidea</i>	0.22	0.20	0.65%	7.50
path rush	<i>Juncus tenuis</i>	0.03	0.03	0.09%	10.00
dark green bulrush	<i>Scirpus atrovirens</i>	0.13	0.12	0.38%	20.00
woolgrass	<i>Scirpus cyperinus</i>	0.06	0.05	0.15%	30.00
<b>Total Sedges and Rushes</b>		<b>0.56</b>	<b>0.50</b>	<b>1.61%</b>	<b>70.30</b>
marsh milkweed	<i>Asclepias speciosa</i>	0.13	0.12	0.38%	0.21
common boneset	<i>Eupatorium perfoliatum</i>	0.03	0.03	0.11%	2.00
spotted Joe pye weed	<i>Euthrochium maculatum</i>	0.07	0.06	0.18%	2.00
autumn snowweed	<i>Helenium autumnale</i>	0.06	0.05	0.17%	2.50
giant sunflower	<i>Helianthus giganteus</i>	0.08	0.07	0.22%	0.25
spotted touch-me-not	<i>Impatiens capensis</i>	0.06	0.05	0.17%	0.08
great lobelia	<i>Lobelia spicata</i>	0.03	0.03	0.09%	5.00
like monkey flower	<i>Mimulus ringens</i>	0.01	0.01	0.02%	5.07
Virginia mountain mint	<i>Pycnanthemum virginianum</i>	0.06	0.05	0.16%	4.00
tall coneflower	<i>Rudbeckia laciniata</i>	0.06	0.05	0.15%	0.25
giant goldenrod	<i>Solidago gigantea</i>	0.02	0.02	0.07%	2.00
like vervain	<i>Verbena hastata</i>	0.17	0.15	0.46%	5.00
bunched ironweed	<i>Vernonia fasciculata</i>	0.07	0.06	0.18%	0.50
<b>Total Forbs</b>		<b>0.84</b>	<b>0.75</b>	<b>2.35%</b>	<b>28.85</b>
<b>Total Cover Crop</b>		<b>28.02</b>	<b>25.00</b>	<b>79.37%</b>	<b>11.14</b>
<b>Totals</b>		<b>35.31</b>	<b>31.50</b>	<b>100.00%</b>	<b>190.65</b>

**Purpose:** Native riparian and floodplain plantings for wetland mitigation, ecological restoration, or general permanent cover after culvert or bridge work. Tolerates partial shade.

**Planting Area:** Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. MnDOT Districts 2(west), 3B, 4, Metro. 6, 7 & 8

34-262 Wet Prairie					
Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/acre)	% of Mix	Seeds/ sq ft
big bluestem	<i>Andropogon gerardii</i>	1.12	1.00	6.89%	3.67
knobcone brome	<i>Bromus ciliatus</i>	1.68	1.50	10.38%	6.08
blueoat	<i>Calamagrostis canadensis</i>	0.04	0.04	0.27%	4.00
Virginia wild rye	<i>Elymus virginicus</i>	1.96	1.75	12.07%	2.70
tall manna grass	<i>Glyceria granis</i>	0.17	0.15	1.02%	3.90
low manna grass	<i>Glyceria striata</i>	0.12	0.11	0.73%	3.50
switchgrass	<i>Panicum virgatum</i>	3.84	3.45	23.14%	13.89
low bluegrass	<i>Poa palustris</i>	3.22	2.90	19.39%	9.60
Indian grass	<i>Sorghastrum nutans</i>	0.96	0.86	5.74%	2.20
prairie cordgrass	<i>Spartina pectinata</i>	0.95	0.86	5.74%	2.20
<b>Total Grasses</b>		<b>7.29</b>	<b>6.50</b>	<b>44.76%</b>	<b>40.60</b>
wooly sedge	<i>Carex pedata</i>	0.06	0.05	0.38%	0.47
lusk sedge	<i>Carex stricta</i>	0.02	0.02	0.13%	0.48
fox sedge	<i>Carex vulpinoidea</i>	0.11	0.10	0.66%	3.50
dark green bulrush	<i>Scirpus atrovirens</i>	0.11	0.10	0.72%	17.74
woolgrass	<i>Scirpus cyperinus</i>	0.03	0.03	0.18%	16.00
<b>Total Sedges and Rushes</b>		<b>0.34</b>	<b>0.30</b>	<b>2.05%</b>	<b>38.19</b>
Canada anemone	<i>Anemone canadensis</i>	0.03	0.03	0.21%	0.09
marsh milkweed	<i>Asclepias speciosa</i>	0.09	0.08	0.58%	0.14
Canada tick towee	<i>Desmodium canadense</i>	0.56	0.50	3.41%	0.20
bar topped aster	<i>Dobsonia umbellata</i>	0.06	0.05	0.34%	0.20
common boneset	<i>Eupatorium perfoliatum</i>	0.03	0.03	0.23%	2.00
grass-leaved goldenrod	<i>Euthrochium maculatum</i>	0.02	0.02	0.11%	2.50
spotted Joe pye weed	<i>Euthrochium maculatum</i>	0.04	0.04	0.29%	0.50
autumn snowweed	<i>Helenium autumnale</i>	0.06	0.05	0.35%	2.39
swamp ironweed	<i>Helianthus grosseserratus</i>	0.06	0.05	0.38%	0.30
great blower star	<i>Lactuca pycnostachya</i>	0.02	0.02	0.17%	0.10
great lobelia	<i>Lobelia spicata</i>	0.01	0.01	0.05%	0.40
like monkey flower	<i>Mimulus ringens</i>	0.01	0.01	0.05%	6.40
Virginia mountain mint	<i>Pycnanthemum virginianum</i>	0.09	0.08	0.55%	6.50
red stemmed aster	<i>Symphoricarpos panicum</i>	0.09	0.08	0.56%	2.40
blue vervain	<i>Verbena hastata</i>	0.17	0.15	1.05%	5.25
bunched ironweed	<i>Vernonia fasciculata</i>	0.03	0.03	0.23%	0.30
Culver's root	<i>Veronicastrum virginicum</i>	0.02	0.02	0.14%	6.00
golden alexanders	<i>Zizia aurea</i>	0.28	0.25	1.76%	0.03
<b>Total Forbs</b>		<b>1.68</b>	<b>1.50</b>	<b>10.45%</b>	<b>40.60</b>
<b>Total Cover Crop</b>		<b>6.95</b>	<b>6.20</b>	<b>42.74%</b>	<b>2.76</b>
<b>Totals</b>		<b>16.25</b>	<b>14.50</b>	<b>100.00%</b>	<b>121.55</b>

**Purpose:** Wet prairie reconstruction for wetland mitigation or ecological restoration.

**Planting Area:** Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. MnDOT Districts 2(west), 3B, 4, Metro. 6, 7 & 8

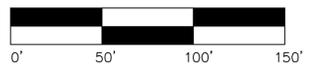
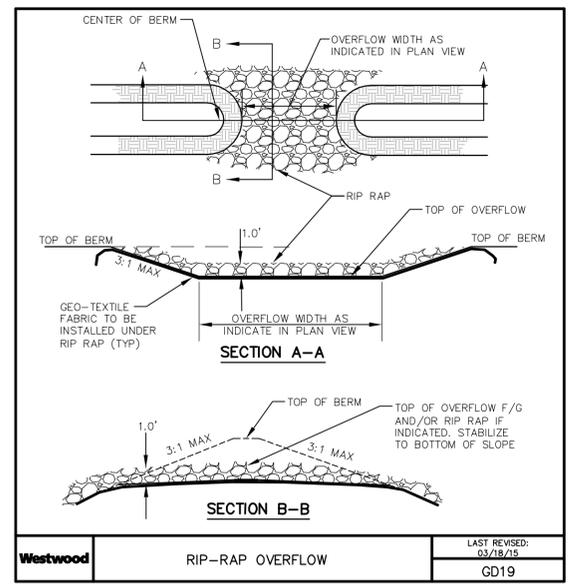
- GENERAL CONSTRUCTION NOTES**
- CONTRACTOR TO COORDINATE A MEETING WITH CITY OF LAKEVILLE ENVIRONMENTAL STAFF SEVEN DAYS PRIOR TO CONSTRUCTION.
  - CONTRACTOR TO NOTIFY CITY OF LAKEVILLE ENVIRONMENTAL STAFF IF ANY LATENT CONDITIONS APPEAR, OR IF UNKNOWN PHYSICAL, CULTURAL, OR ENVIRONMENTAL CONDITIONS ARE FOUND.
  - CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN PROVIDED WITH CONTRACT DOCUMENTS, AND COMPLY WITH LOCAL, STATE, AND FEDERAL CLEAN WATER ACT REGULATIONS.
  - RE-CONNECT OR CONNECT ALL TILE OUTLETS FOUND TO STREAM.

- SEED MIXTURES AND RATES**
- THE DRAINAGEWAY PORTION OF WETLAND A AND SURROUNDING WETLANDS WILL BE SEEDING WITH SEED MIX 34-261 (RIPARIAN SOUTH AND WEST-BWSR SEED MIX R1). STATE SEED MIX 35-621 (DRY PRAIRIE SOUTHEAST-BWSR SEED MIX U6) SHALL BE SEEDING ON DISTURBED SOILS WITHIN DESIGNATED BUFFERS.
  - SEED MIXES SHALL BE INSTALLED AT THE RATES SPECIFIED BELOW.
  - SUBSTITUTIONS OF SIMILAR SPECIES OR MIXES MUST BE APPROVED BY THE ENVIRONMENTAL SCIENTIST.

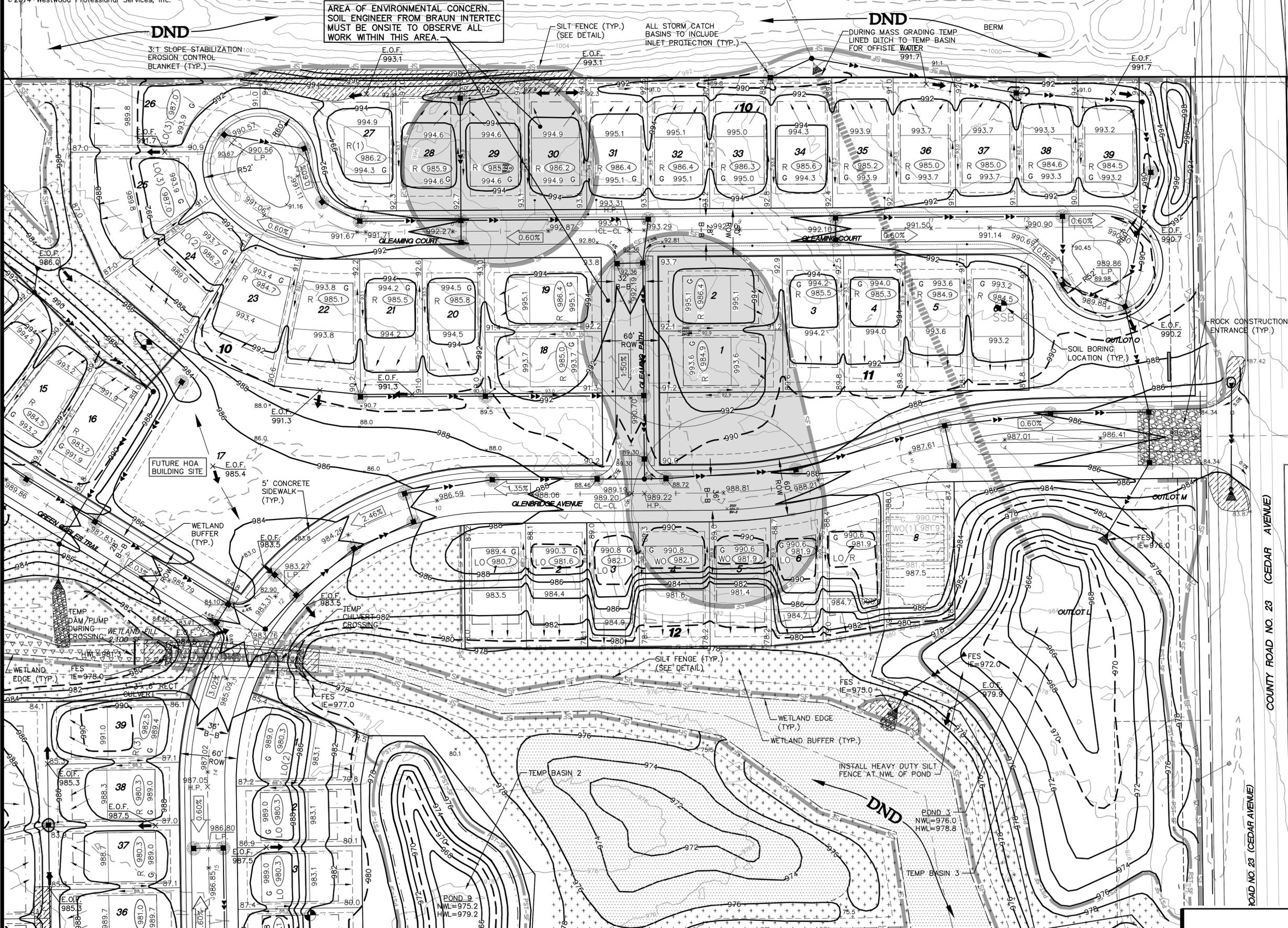
MIX	LBS. PURE LIVE SEEDS/ACRE
34-261 (BWSR-R1)	6.5
35-621 (BWSR-U6)	8.0

- SEEDING METHODS**
- SEED MIXES SHALL BE INSTALLED IN ACCORDANCE WITH:
  - RESTORING & MANAGING NATIVE WETLAND & UPLAND VEGETATION (JACOBSON, 2006, MINNESOTA BOARD OF WATER & SOIL RESOURCES (BWSR) AND MINNESOTA DEPARTMENT OF TRANSPORTATION (see <http://www.bwsr.state.mn.us/wetlands/pdfs/seedmixes.pdf>).
  - 2014 SEEDING MANUAL (MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ENVIRONMENTAL STEWARDSHIP, 2014 (see <http://www.dot.state.mn.us/environment/erosionpdf/seedmanual.pdf>), AND
  - STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2014 EDITION (MINNESOTA DEPARTMENT OF TRANSPORTATION, 2014).
  - SEED MIX 34-261 SHALL BE BROADCAST EVENLY OVER THE SEEDBED BY HAND OR BY USE OF A MECHANICAL "CYCLONE" SEEDER.
  - SEED MIX 35-621 MAY BE BROADCAST OR SEEDING WITH A NATIVE GRASS DRILL.
  - AREAS SEEDING TO MIX 35-621 SHALL BE FIRMED WITH A ROLLING-TYPE PACKER WITHIN TWO DAYS AFTER SEEDING.

- EROSION CONTROL NOTES**
- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VISIBLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAY BALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
  - ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
  - SEEDING AREAS SHALL BE MULCHED WITH MNDOT TYPE 3 (MCA CERTIFIED WEED FREE GRAIN STRAW). MULCH AT A RATE OF 2 TONS PER ACRE; MULCH SHALL BE ANCHORED WITH A DISC OR TACKLER.
  - FOLLOW REQUIRED SWPPP DOCUMENTATION, INSPECTION, AND MAINTENANCE PRACTICES AS PER THE PROVIDED SWPPP PLAN FOR THE PROJECT.
  - SEED ALL DISTURBED AREAS AS NOTED ABOVE WITHIN 14 DAYS OF FINAL GRADING; CONFIRM SEED ESTABLISHMENT OF 70% COVERAGE.
  - ANY TEMPORARY STOCKPILES SHOULD BE PROTECTED WITH BEST APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING FINAL STABILIZATION OF THE ENTIRE SITE AS PER THE SWPPP.
  - CONTRACTOR TO SWEEP VEHICLE TRACKING WITHIN 24 HOURS PER SWPPP.



AREA OF ENVIRONMENTAL CONCERN.  
SOIL ENGINEER FROM BRAUN INTERTEC  
MUST BE ONSITE TO OBSERVE ALL  
WORK WITHIN THIS AREA.

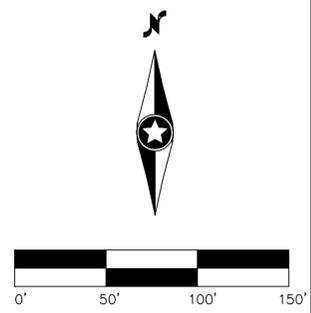


7e. Attachment C

**LEGEND:**

- DENOTES SOIL BORING
- DENOTES SILT FENCE
- DENOTES POST GRADE SILT FENCE
- DENOTES HEAVY DUTY SILT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES PROPOSED INTERIM CONTOURS
- DENOTES FUTURE STORM SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED DRAIN TILE
- DENOTES EXISTING TREE LINE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES BIO-ROLL EROSION CHECKS
- DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES TREE PRESERVATION FENCING
- 3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET
- DENOTES WETLANDS
- DENOTES INLET PROTECTION AT CATCH BASINS
- DENOTES DO NOT DISTURB
- DENOTES FIBER LOG

- RIPARIAN SOUTH & WEST MIX (34-261)
- WET PRAIRIE MIX (34-262)



Date: 03/20/15 Sheet: 5 OF 17

**Westwood**  
Westwood Professional Services, Inc.  
7690 Anagram Drive  
Eden Prairie, MN 55344  
PHONE 952-937-5150  
FAX 952-937-5822  
TOLL FREE 1-888-937-5150  
www.westwoods.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.  
**Ryan M. Bluhm**  
Date: 06/05/15 License No. 41257

Revisions:

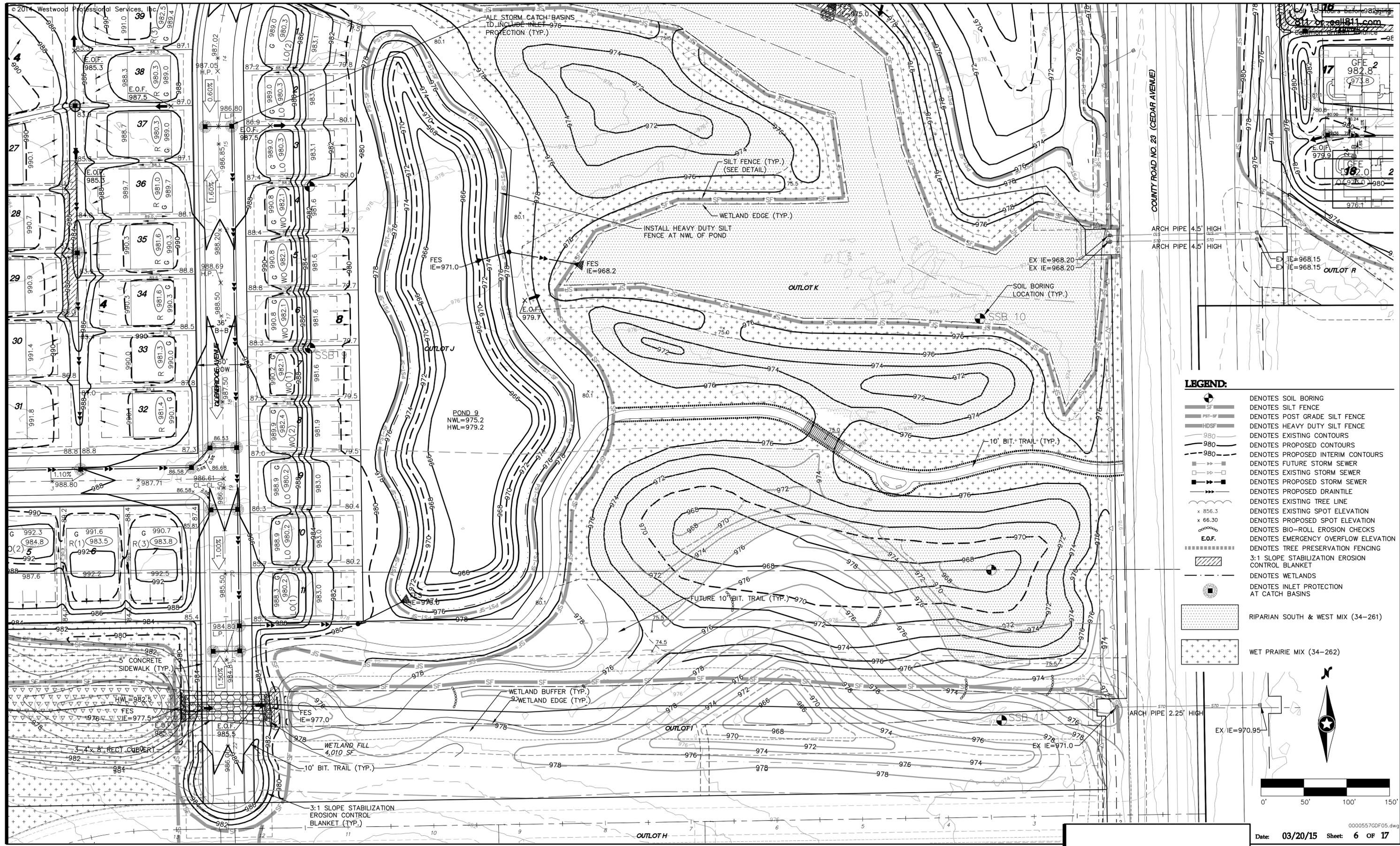
04/22/15	REVISED BUILDING PADS SIZE
05/12/15	POND AND BLOCK 12 GRADING REVISION
05/26/15	GRADING REVISION
06/05/15	TRAIL REVISION

Designed:	CLJ
Checked:	RMB
Drawn:	HW
Record Drawing by/date:	

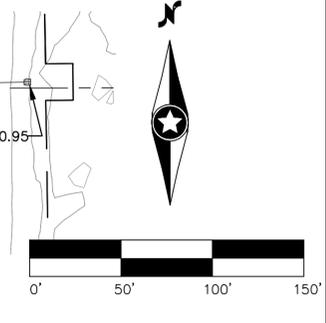
Prepared for:  
**Mattamy Homes**  
7201 Washington Avenue South, Suite 201  
Edina, Minnesota 55439

**Avonlea**  
7e. Attachment D.  
Lakeville, Minnesota

Grading, Drainage & Erosion Control Plan



- LEGEND:**
- DENOTES SOIL BORING
  - DENOTES SILT FENCE
  - DENOTES POST GRADE SILT FENCE
  - DENOTES HEAVY DUTY SILT FENCE
  - DENOTES EXISTING CONTOURS
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  - RIPARIAN SOUTH & WEST MIX (34-261)
  - WET PRAIRIE MIX (34-262)



Date: 03/20/15 Sheet: 6 OF 17

**Westwood**  
 Westwood Professional Services, Inc.  
 7690 Anagram Drive  
 Eden Prairie, MN 55344  
 PHONE 952-937-5150  
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 TOLL FREE 1-888-937-5150  
 www.westwoods.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.  
**Ryan M. Bluhm**  
 Date: 06/05/15 License No. 41257

**Revisions:**  
 04/22/15 REVISED BUILDING PADS SIZE  
 05/12/15 POND AND BLOCK 12 GRADING REVISION  
 05/26/15 GRADING REVISION  
 06/05/15 TRAIL REVISION

**Designed:** CLJ  
**Checked:** RMB  
**Drawn:** HW  
**Record Drawing by/date:**

**Prepared for:**  
**Mattamy Homes**  
 7201 Washington Avenue South, Suite 201  
 Edina, Minnesota 55439

**Avonlea**  
 Lakeville, Minnesota

**Grading, Drainage & Erosion Control Plan**

**7f. Authorization to Execute a Joint Powers Agreement with the City of Rosemount to Cost Share an Update to the Vermillion River Watershed Joint Powers Organization (VRWJPO) Hydrologic Model**

Meeting Date: 7/23/15  
Item Type: Regular-Action  
Contact: Mark Zabel  
Telephone: 952-891-7011  
Prepared by: Mark Zabel  
Reviewed by: N/A N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a Joint Powers Agreement with the City of Rosemount to cost share an update to the VRWJPO Hydrologic Model

**SUMMARY**

In 2007, the VRWJPB authorized execution of a contract with Barr Engineering to complete a hydrologic model of the Vermillion River Watershed. The purpose of the model was to establish intercommunity flow standards for each community in the watershed. The flow standards provided the basis for communities to plan development that would not burden a downstream community with excess water flowing across community boundaries.

In 2007, Rosemount chose not to participate in the model creation process with the VRWJPO as its ultimate development build-out plan anticipated a large trunk storm sewer discharging stormwater to the Mississippi River rather than the Vermillion River. As a result, modeling of Rosemount with discharge points to the adjacent communities and establishment of intercommunity flow standards was not completed. In 2015, Rosemount staff informed VRWJPO staff that their plans had changed and they are now planning discharge of stormwater from their city toward the Vermillion River, rather than the Mississippi River.

In order to accommodate this change, intercommunity flow standards will need to be established for consistency across the watershed and for planning purposes within the city. VRWJPO staff requested a scope of work from Barr Engineering to complete the modeling update. The cost to complete the update is estimated at \$44,900. VRWJPO staff is requesting the Vermillion River Watershed Joint Powers Board authorize execution of a Joint Powers Agreement with the City of Rosemount to cost share 50-percent of the update at a cost not to exceed \$22,450.

**EXPLANATION OF FISCAL/FTE IMPACT**

An allocation of \$45,000 in the VRWJPO 2015 Budget covers the Implementation of Intercommunity Flow Standards (Hydrologic Modeling – XP-SWMM), which Barr Engineering is completing under contract with the VRWJPO. The City of Rosemount will reimburse the VRWJPO for 50 percent these costs.

**Supporting Documents:**

Attachment A: Draft Joint Powers Agreement with City of Rosemount

**Previous Board Action(s):**

- ;  
- ;

**RESOLUTION**

**7f. Authorization to Execute a Joint Powers Agreement with the City of Rosemount to Cost Share an Update to the Vermillion River Watershed Joint Powers Organization (VRWJPO) Hydrologic Model**

WHEREAS, the VRWJPO created a hydrologic model of the Vermillion River Watershed in 2007 in order to establish intercommunity flow standards for development planning; and

WHEREAS, the City of Rosemount did not participate in the model creation in 2007 as their development build-out plan anticipated discharge of stormwater from a large trunk storm sewer to the Mississippi River rather than the Vermillion River; and

WHEREAS, intercommunity flow standards were not created for Rosemount as part of the 2007 model created since there was no planned stormwater discharge toward the Vermillion River; and

WHEREAS, VRWJPO staff were informed in 2015 that the City of Rosemount had changed plans and are now planning to discharge stormwater from the city toward the Vermillion River rather than the Mississippi River; and

WHEREAS, intercommunity flow standards must be established at Rosemount’s intercommunity flow points in order to be consistent across all communities within the watershed and for city planning purposes; and

WHEREAS, the scope of work for Barr Engineering to update the VRWJPO hydrologic modeling to include Rosemount is estimated to cost \$44,900; and

WHEREAS, the VRWJPO has offered to provide 50-percent cost share with the City of Rosemount for the model update.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the execution of a Joint Powers Agreement with the City of Rosemount in an amount not to exceed \$22,450 from the Regulatory Review and Regulation category in the VRWJPO 2015 Budget for hydrologic modeling update in order to consistently implement the intercommunity flow standards across the watershed.

**Administrator’s Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed–No Recommendation
- Reviewed–Information Only
- Submitted at Commissioner Request

**Reviewed by (if required):**

- County Attorney’s Office
- Financial Services

\_\_\_\_\_  
County Administrator

**JOINT POWERS AGREEMENT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION  
AND  
THE CITY OF ROSEMOUNT  
FOR COST SHARE RELATED TO AN UPDATE TO THE VERMILLION RIVER WATERSHED JOINT POWERS  
ORGANIZATION HYDROLOGIC MODEL**

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

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

**WHEREAS**, the City of Rosemount (City) is a governmental and political subdivision of the State of Minnesota; and

**WHEREAS**, the VRWJPO desires to update their hydrologic model to include the city of Rosemount (Project) to calculate stormwater discharge rates and volumes in order to comply with the VRWJPO Watershed Plan inter-community flow standards; and

**WHEREAS**, the estimated cost of the Project is \$44,900 and the VRWJPO is seeking cost share contribution from the City in the amount of \$22,450; and

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

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities and cost sharing obligations of the City and the VRWJPO for the Project.

**ARTICLE 2  
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the City of Rosemount, Minnesota (City).

**ARTICLE 3  
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2015, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4  
COOPERATION**

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

**ARTICLE 5  
PAYMENT**

**5.1** The City shall cost share with the VRWJPO in an amount not to exceed \$22,450 for costs directly related to the completion of the Project.

**5.2** The City shall make payment to the VRWJPO on a one-time reimbursement basis upon Project completion and verification and acceptance by the City that the Project has been completed in accordance with the terms of this Agreement and in accordance with the specifications for said Project, which are attached hereto and incorporated herein as Exhibit 1.

**5.3** The City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

**ARTICLE 6  
CITY'S OBLIGATIONS**

**6.1 AUTHORIZED PURPOSE.** The cost share funds provided under the terms of this Agreement may only be used by the VRWJPO for the payment of costs directly related to the completed of the Project as described in Exhibit 1.

**6.2 FINAL REPORT.** Following completion of the Project, the VRWJPO shall provide the City a final technical memorandum that outlines the completion of modeling elements as well as the findings, conclusions, and recommendations of the Project.

**6.3 COMPLIANCE WITH LAWS/STANDARDS.** The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in conducting the Project.

**ARTICLE 7  
INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the VRWJPO and the City. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 8  
AUTHORIZED REPRESENTATIVES AND LIAISONS**

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

TO THE VRWJPO: Mike Slavik or successor, Chair  
Vermillion River Watershed Joint Powers Organization  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7030

TO THE CITY: Bill Droste or successor, Mayor  
City of Rosemount  
2875 145<sup>th</sup> St. W  
Rosemount, MN 55068  
Telephone: (651) 322-2050

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

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

VRWJPO Liaison: Mark Zabel  
Telephone: (952) 891-7011  
Email: mark.zabel@co.dakota.mn.us

City Liaison: Patrick Wrase  
Director of Public Works/City Engineer  
Telephone: (651) 322-2022  
Email: Patrick.wrase@ci.rosemount.mn.us

#### **ARTICLE 9 MODIFICATIONS**

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

#### **ARTICLE 10 TERMINATION**

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

#### **ARTICLE 11 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. This section shall survive the expiration or termination of this Agreement.

#### **ARTICLE 12 MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

#### **ARTICLE 13 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.

**ARTICLE 14  
GOVERNMENT DATA PRACTICES**

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

**ARTICLE 15  
DEFAULT: FORCE MAJEURE**

No party shall be liable to any 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.

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

**CITY OF APPLE ROSEMOUNT**

By \_\_\_\_\_  
Bill Droste, Mayor  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

By \_\_\_\_\_  
Mike Slavik Chair  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Dakota County Attorney    Date  
VRW Res. No. \_\_\_\_\_  
KS-15-297

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**7g. Discussion of the Draft Watershed Plan Standards Policy Statements**

Meeting Date: 7/23/15  
Item Type: Regular-Information  
Contact: Mark Zabel  
Telephone: 952-891-7011  
Prepared by: Mark Zabel  
Reviewed by: N/A N/A

**PURPOSE/ACTION REQUESTED**

- Discussion of the draft Watershed Plan Standards policy statements

**SUMMARY**

The Watershed Plan provides the management goals, objectives, and actions that the Vermillion River Watershed Joint Powers Organization (VRWJPO) will use to protect and manage water resources in the Watershed, as well as establish the need and reasonableness of standards, rules, and ordinances to enforce the objectives of the Watershed Plan update. The Standards implement the plan's goals, objectives, and actions.

The Standards each begin with a subsection on Policy (Attachment A). The policies listed in these subsections are either paraphrased or copied from the goals, objectives, or actions of the approved VRWJPO Watershed Plan. These policies provide the rationale for the Standards, as well as other activities and programs of the VRWJPO. The articulated policies support why the Standards are written the way they are, but it is not the intent of the VRWJPO to accomplish these policies solely through regulatory Standards.

**EXPLANATION OF FISCAL/FTE IMPACT**

No impact.

**Supporting Documents:**

Attachment A: Draft Watershed Plan Standards Policy Statements

**Previous Board Action(s):**

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- ;
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- ;

**RESOLUTION**

**7g. Discussion of the Draft Watershed Plan Standards Policy Statements**

Information item only.

**Administrator's Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed–No Recommendation
- Reviewed–Information Only
- Submitted at Commissioner Request

**Reviewed by (if required):**

- County Attorney's Office
- Financial Services

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County Administrator

**VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION**  
**STANDARDS POLICY STATEMENTS**

**SECTION 4: FLOODPLAIN ALTERATION STANDARDS**

**4.1 Policy**

It is the policy of the VRWJPO to:

- A. Protect the natural function of the floodplain storage areas from encroachment.
- B. Work to maintain no net loss of floodplain storage.
- C. Manage floodplains to maintain critical 100-year storage volumes.
- D. Require Local Plans to include a provision that restricts construction of new structures in flood prone areas.
- E. Require Local Governments to adopt floodplain ordinances that are consistent with Dakota and Scott County water resources plans and ordinances.
- F. Limit floodplain alterations in order to obtain “no net loss” of floodplain storage, and including the preservation, restoration, and management of floodplain wetlands.
- G. Ensure that local governments require compensatory storage for new developments within the floodplain.

**SECTION 5: WETLAND ALTERATION STANDARDS**

**5.1 Policy**

It is the policy of the VRWJPO to:

- A. Work to achieve no net loss of wetlands in the Watershed.
- B. Replace lost wetlands in the same subwatershed whenever possible.
- C. Provide equal or greater functions and values for lost wetlands at the replacement ratios dictated by the WCA.
- D. Avoid direct or indirect wetland disturbance in accordance with State and Federal requirements and approved local wetland management plans.
- E. Limit the use of high quality wetlands for stormwater management where other alternatives exist.
- F. Avoid fragmentation of natural areas and corridors when feasible and mitigate when unavoidable.

## **SECTION 6: BUFFER STANDARDS**

### **6.1 Policy**

It is the policy of the VRWJPO to:

- A. Work to establish buffers, acting as filter strips, around every wetland and waterway based on its management classification.
- B. Avoid fragmentation of natural areas and corridors when feasible and mitigate when unavoidable.
- C. Protect wetlands and waterways from chemical, physical, biological, or hydrological changes so as to prevent significant adverse impacts.

## **SECTION 7: EROSION AND SEDIMENT CONTROL STANDARDS**

### **7.1 Policy**

It is the policy of the VRWJPO to:

- A. Minimize the movement of soil within the landscape of the watershed.
- B. Reduce or mitigate the mechanisms that are the cause of soil movement to the extent practicable.
- C. Capture soil that does move as close to its point of origination as possible.

## **SECTION 8: STORMWATER MANAGEMENT STANDARDS**

### **8.1 Policy**

It is the policy of the VRWJPO to:

- A. Manage stormwater to minimize erosion.
- B. Require land disturbing activities including new development and redevelopment (urban/rural), road construction, agricultural protections and other rural uses within the watershed to address impacts on water resources, including cumulative impacts.
- C. Require development plans to consider impacts on local natural resources and corresponding receiving waters.
- D. Minimize impacts of runoff from land disturbing activities including new development and redevelopment (urban/rural), road construction, agricultural production, and other rural land uses, and preserve in-stream conditions supportive of a viable trout fishery by developing stormwater rate and volume control techniques.
- E. Develop standards that include requirements for controlling stormwater runoff by minimizing impervious surfaces, maximizing infiltration, requirements for cities and townships to control stormwater rates crossing municipal boundaries, and creating stormwater storage that addresses not only peak flows for extreme events, but takes

into account the cumulative effects of runoff volume, and will include stormwater rate control requirements.

- F. Mitigate and reduce impacts of past increases in stormwater discharge on downstream conveyance systems.
- G. Improve the condition of waterbodies in the watershed included on the MPCA impaired waters [303(d)] list so that these waterbodies can be removed from the list.
- H. Encourage the use of existing natural retention and detention areas for stormwater management to maintain or improve existing water quality.
- I. Minimize water quality impacts (including thermal impacts) from land disturbing activities, new development and redevelopment, (urban/rural), road construction, agricultural production, and other rural uses.
- J. Ensure stormwater management systems are maintained by establishing Stormwater Management System Maintenance Standards for cities and townships within the watershed.

## **SECTION 9: DRAINAGE ALTERATION STANDARDS**

### **9.1 Policy**

It is the policy of the VRWJPO to:

- A. Use existing natural retention and detention areas for stormwater management to maintain or improve existing water quality.
- B. Manage stormwater to minimize erosion.
- C. Allow outlets from landlocked basins, provided such outlets are consistent with State and Federal regulations, and the downstream impacts, riparian impacts, and habitat impacts of such outlets have been analyzed and no detrimental impacts result.
- D. Mitigate and reduce the impact of past increase in stormwater discharge on downstream conveyance systems.
- E. Address known flooding/erosion problems that cross jurisdictional boundaries and address other boundary issues and the diversion/alteration of watershed flows in local water plans.
- F. Address gully erosion problems in the watershed.
- G. Maximize upstream floodwater storage.

## **SECTION 10: AGRICULTURAL STANDARDS**

The VRWJPO approach to Agricultural Standards is voluntary at this time and is based on:

1. Requiring a Stewardship Management Plan as part of being eligible to receive cost share for incentive practices sponsored by the VRWJPO; and
2. Implementation of the Minnesota Nitrogen Fertilizer Management Plan of 2015 and the Pesticide Management Plan of 2005.