3a. Election of Vermillion River Watershed Joint Powers Board (VRWJPB) Officers for 2017

Meeting Date: 1/26/16
Item Type: Regular-Action
Contact: Mark Zabel
Telephone: 952-891-7086
Prepared by: Mark Zabel
Reviewed by: N/A  N/A

PURPOSE/ACTION REQUESTED
• Election of VRWJPB officers for 2017

SUMMARY
The Joint Powers Agreement establishing the Vermillion River Watershed Joint Powers Organization (VRWJPO) and Board requires that a chair, vice chair, and secretary/treasurer be elected annually for one-year terms.

EXPLANATION OF FISCAL/FTE IMPACT
None
RESOLUTION

3a. Election of Vermillion River Watershed Joint Powers Board (VRWJPB) Officers for 2017

BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby casts a unanimous ballot to elect Commissioner ________________ as its chair for 2017; and

BE IT FURTHER RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby casts a unanimous ballot to elect Commissioner ________________ as its vice chair for 2017; and

BE IT FURTHER RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby casts a unanimous ballot to elect Commissioner ________________ as its secretary/treasurer for 2017.

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
Agenda
Vermillion River Watershed Joint Powers Board Meeting
January 26, 2017, 1 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
3a. Election of VRWJPB Officers for 2017  Action
3b. Approval of Agenda  Action
4. Approval of Minutes from the December 8, 2016, Meeting  Action
5. Approval of Expenses  Action
6. Acceptance of Treasurer’s Report  Action

7. Business Items
   a. Reinstatement of enforcement of the VRWJPO Watershed Rules for those portions of Eureka Township located within the Vermillion River Watershed*  Action
   b. Authorization to Execute a Joint Powers Agreement (JPA) with Dakota County SWCD (Soil and Water Conservation District) for Services in 2017*  Action
   c. Authorization to Execute a JPA with Scott County SWCD for Services in 2017*  Action
   d. Reappointments of Mark Henry, and Chuck Clanton, to the Vermillion River Watershed Planning Commission (WPC)*  Action
   e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for the 205th Street Channel Stabilization Project Phase II*  Action
   f. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for the South Creek Stormwater Hydrodynamic Separator Project  Action
   g. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for the South Creek Temperature Reduction Project  Action
   h. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for the South Branch Nitrate Treatment Project  Action
   i. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for the Phosphorus Treatment Enhancements at County Road 50 Project  Action
j. Authorization to Execute a Grant Agreement with the Minnesota Action Board of Water and Soil Resources for the Alimagnet Lake Stormwater Improvement Projects

8. Staff Reports
9. Adjourn

*Additional materials included in the packet

Next Meeting Date: February 23, 2017 – Western Service Center, Room 334 at 1:00 p.m.
Minutes
Vermillion River Watershed Joint Powers Board Meeting
Thursday, December 8, 2016, 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
Travis Thiel, VRWJPO Watershed Specialist
Helen Brosnahan, Dakota County Attorney’s Office
Mark Ryan, VRWJPO Watershed Engineer
Katherine Carlson, VRWJPO Water Resources Specialist

1. **Call to Order**
Chairman Slavik called the meeting to order at 1:00 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 October 27, 2016, Meeting**
Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a unanimous vote to approve the minutes of the October 27, 2016, meeting, as presented on December 8, 2016.

5. **Approval of Expenses**
Mark Zabel provided a description of expenses (which are not routine monthly items). The invoice from the City of Burnsville is for the feasibility study for improvements to Lake Alimagnet; the City of Lakeville invoiced for Avonlea stream re-meander and wetland restoration and for the South Creek Pond feasibility study; Civil Methods invoiced for work on the feasibility study/design for the County 78-06 nitrate reduction practice; and Veit & Co. invoiced for the completed external best management practices at the Minnesota Zoo.
Res. No. VRW 16-51: Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a 3-0 roll call vote to approve the expenses totaling $401,074.71 occurring between October 20, 2016, and November 28, 2016, as submitted on December 8, 2016.

6. Acceptance of Treasurer’s Report
Mark Zabel provided an overview of the Treasurer’s Report. As the VRWJPO comes to the end of 2016, all categories are within budget. Mark pointed out the substantial drawdown in the Capital Improvement Projects (CIP) budget by an estimated two-thirds, reflecting the number of projects completed in 2016. Commissioner Slavik asked for an estimate of carry forward from 2016, and Mark said that it should be very close to what had been budgeted.

Res. No. VRW 16-52: 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 December 8, 2016.

7. Business Items

7a. Approval of Dates for 2017 VRWJPB Meetings
The Board reviewed the proposed meeting dates for 2017 and found them acceptable.

Res. No. VRW 16-53: Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a unanimous vote to approve the Vermillion River Watershed Joint Powers Board meeting dates for 2017.

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) is required by its Joint Powers Agreement to hold regular meetings, at least annually; and

WHEREAS, regularly scheduled meetings of the VRWJPB are required to complete its business in a timely and responsible manner.

NOW, THEREFORE, BE IT RESOLVED, that in calendar year 2017, the VRWJPB will meet on the fourth Thursday of the month (except in November and December) at 1:00 p.m. in Room 334 of the Dakota County Western Service Center, according to the following schedule:

- January 26
- February 23
- March 23
- April 27
- May 25
- June 22
- July 27
- August 24
- September 28
- October 26
- December 7

7b. Approval of Final VRWJPO 2017 Budget
Mark Zabel provided an overview of the final budget, which includes shifts in funding to reflect changes in circumstances. The final budget totals and special watershed district tax levy amounts remain the same as proposed to the VRWJPB in August 2016. One change is that Katherine Carlson, who is currently at 0.75 FTE, will retire from Dakota County at the end of 2016. Her position will be replaced by a full-time position. Katherine expressed her thanks to the VRWJPB members and her enjoyment in working with the VRWJPO team. The Commissioners thanked Katherine for her service.
Because of the change to staff and due to needs for other costs and projects, Mark adjusted the final VRWJPO 2017 Budget by:

- increasing Dakota County staff expenses by $10,000 (Administration and Operations, line 1);
- increasing staff expenses in Public Communications and Outreach by $5,000 (line 1);
- decreasing the budget for Master Water Stewards by $12,500 to reflect the five candidates participating in 2017 (Public Communication and Outreach, line 13);
- decreasing allocation for buffer and floodplain easements by $5,000 (CIP, line 4);
- moving the Blair Restoration grant match to the Conservation Partners Legacy grant category (decreasing CIP by $30,000);
- adding grant match for the County Road 78 nitrate reduction of $50,000 (CIP line 11), giving a CIP project subtotal of $1,157,150;
- adding $5,000 for maintenance of past projects;
- adding $17,000 for development of a white paper on impacts of aggregate mining on groundwater and surface water (Feasibility/Preliminary Studies, line 3);
- reducing the Met Council Grant category by $190,000 to reflect completion of Minnesota Zoo projects and payment of invoices;
- adding a new CPL grant category for the Blair Restoration $268,000 grant; and
- increasing the cash reserve by $32,500.

Mark said that these modifications to the VRWJPO 2017 Budget do not change the proposed Dakota and Scott levy amounts and lead to $2,933,200 in expenses, $62,000 cash reserve, and total budget of $2,995,200. In addition, the Board of Water and Soil Resources (BWSR) has recommended that the VRWJPO receive Clean Water Funds for five separate CIP projects. If these are approved, Mark will be returning to the VRWJPB in April 2017 for budget amendments to accept these grants.

Res. No. VRW 16-54: Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a 3-0 roll call vote to approve the final Vermillion River Watershed Joint Powers Organization 2017 Budget reflecting overall expenses of $2,933,200 and an expected cash reserve of $62,000.

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) requires a certain budget and subsequent levy in order to carry out the programs and projects laid out in its Watershed Management Plan; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) approved a draft total budget of $2,995,200 for 2017 and recommended a Vermillion River Watershed Management Special Tax District levy of $861,700 in the Dakota County portion of the watershed and $33,500 in the Scott County portion of the watershed and;

WHEREAS, at its meeting on December 13, 2016, the Dakota County Board of Commissioners is expected to adopt a final Vermillion River Watershed Management Special Tax District levy of $861,700 for taxes payable in 2017; and

WHEREAS, at its meeting on December 13, 2016, the Scott County Board of Commissioners is expected to adopt a final Scott County Vermillion River Watershed Management Special Tax District levy of $33,500 for taxes payable in 2017.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB hereby approves a final total 2017 budget of $2,995,200 in 2017, including income from Watershed Management Special Tax District levies in the amount of $861,700 in Dakota County and $33,500 in Scott County for taxes payable in 2017, subject to the Dakota and Scott County Boards of Commissioners approving the respective special tax district levies as recommended.

7c. Authorization to Execute a Grant Agreement with the DNR for the South Creek Stream Habitat Restoration Project
Travis Thiel discussed the Conservation Partners Legacy grant the VRWJPO received for stream habitat restoration activities on South Creek of $268,000. Dakota County recently purchased the Blair parcel along South Creek in the City of Farmington, which is within the identified corridor for the Lake Marion greenway. This portion of South Creek is impaired for *E. coli* bacteria and aquatic life; the reach doesn’t have sufficient in-stream habitat. The stream reach also is affected by sediment-laden stormwater runoff, streambank erosion, warm stream temperatures, lack of dissolved oxygen, and lack of riparian vegetation. The VRWJPO developed a proposal to install in-stream habitat, stabilize stream banks, and vegetate stream banks with native plants to provide multiple pollutant reduction and restoration benefits to the 2,000 feet of South Creek. The VRWJPO applied to the Minnesota Department of Natural Resources (DNR) for a CPL grant and was notified of the award in December. The VRWJPO 2017 Budget includes the required match, in cash and in-kind services, for the project.

*Res. No. 16-55: Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a 3-0 roll call vote to authorize the chair to execute a Grant Agreement with the DNR for the South Creek Stream Habitat Restoration Project in Farmington in the amount of $268,000.*

WHEREAS, a portion of the South Creek tributary to the Vermillion River is impaired for *E. coli* bacteria and aquatic life; and

WHEREAS, these problems arise from insufficient in-stream habitat, sediment-carrying stormwater runoff, streambank erosion, warm stream temperatures, lack of adequate dissolved oxygen, and lack of native riparian vegetation; and

WHEREAS, Dakota County purchased a parcel of property within the planned Lake Marion Greenway corridor which includes impaired portions of South Creek and a tributary to South Creek; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) developed a proposal for improving stream habitat on nearly 2,000 linear feet of South Creek and the tributary; and

WHEREAS, the proposal includes installation of in-stream habitat to provide refuge areas for trout and other aquatic species, protect the streambanks, and aerate the water; streambank stabilization to prevent further erosion, decrease turbidity, and increase resilience to intense storm events; and streambank vegetation with native plants to filter stormwater runoff and reduce delivery of pollutants to the stream that adversely affect turbidity and dissolved oxygen; and

WHEREAS, the VRWJPO submitted the proposal to the Minnesota Department of Natural Resources (DNR) for possible Conservation Partners Legacy (CPL) grant funding; and

WHEREAS, the VRWJPO was notified that a CPL grant for $268,000 had been awarded for the project; and

WHEREAS, the grant requires match of $26,800 in cash or in-kind services, and the VRWJPO 2017 Budget includes $30,000 cash match and $52,000 of in-kind services, the total of which exceeds the required match.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the chair to execute a Grant Agreement with the Minnesota Department of Natural Resources for the South Creek stream habitat restoration project to receive a Conservation Partners Legacy grant for $268,000, subject to the approval of the Dakota County Attorney’s Office as to form.

*(Commissioner Wolf, who had a meeting conflict, left the VRWJPB meeting after voting on the action items.)*

8. **Staff Reports**
   a. Melissa Bokman updated the VRWJPB on development of the Scott Watershed Management Organization (WMO) Watershed Plan revision process. Scott County will be holding community
b. Commissioner Slavik asked whether any further progress had taken place in the *E. coli* investigation in the Scott County portion of the watershed. Melissa did not have an update on the investigation.

c. Travis Thiel distributed the VRWJPO project list with both a grant and a progress report. Grant proposals are ranked and prioritized by BWSR. The BWSR has proposed to provide Clean Water Fund grants for five projects, allowing for construction as soon as 2017 – Golden Pond/South Creek restoration (Lakeville), Alimagnet Subwatershed Assessment projects (Apple Valley), AirLake Vortech structure (Lakeville), County 78-06 nitrate reduction practice (Castle Rock Township), and County 50-19 Lake Marion protection best management practices (Lakeville).

- The King Park 2 stormwater re-use project was completed in 2016, still awaiting final invoice;
- The Rambling River Park bank stabilization, for which the VRWJPO has a CPL grant, will be completed in 2017;
- The staff proposed a project to improve the Dakota County WSC stormwater pond for a CWF grant, but it did not receive funding. Discussions with building management continue to seek a way to implement a project without grant funding;
- The second phase of the 205th St. channel stabilization will begin in winter 2017;
- The Minnesota Zoo’s external and internal best management practices were completed in 2016; the more expensive and complex Tropics Building water re-use system will be going up for bid soon and should be completed in 2017;
- The Irrigation Scheduling Pilot Program was completed in 2016;
- Two projects not funded in the 2017 application round are the Apple Valley Hayes Park Complex project and the Dakota County Western Service Center stormwater retrofit. Three projects submitted to Metropolitan Council for its stormwater grants were not funded: Hayes Park, Rosemount Splash Pad water re-use, and Rosemount municipal irrigation controller.

Commissioner Holberg asked about the WSC “reflecting pond” project and whether staff was coordinating with building staff to find a solution to the stormwater issues. She said that future plans for WSC included a change to the library book drop, changes in traffic patterns, and alteration in the look and functionality of the entrance. Mark Ryan said that he understood that this retrofit was out five or more years into the future and would not affect the building front. Travis said that staff had been working with building staff, and that the pond issue is not going away. Even with future building alteration plans, it is likely that a stormwater retrofit will occur at WSC. This is also connected to space study and its outcomes as far as the timing of future improvements.

d. Commissioner Slavik has been following progress of the space study and wanted to know staff reactions to the possibility of the VRWJPO being moved. Mark Zabel responded that various proposals have been discussed, including movement to space in the Extension and Conservation Building in Farmington or the Empire shop. Until the space study is completed and specific recommendations made, the VRWJPO won’t be able to assess the impact on staff. Mark will track progress.

e. Commissioner Slavik also appreciated the value of board-staff strategic planning efforts and said that staff listened and acted on board direction: more “on the ground” projects, successful grant applications, and increased promotion and civic engagement. Mark Zabel also recognized staff for their success in the 2017 grant proposal round. BWSR staff said “you guys made it easy to say yes” to award the VRWJPO grants, because the VRWJPO has a completed Watershed Plan, a completed Watershed Restoration and Protection Strategy (WRAPS), and proposals with completed feasibility studies that are “shovel ready.”

f. Commissioner Slavik asked Katherine if she had a report to submit and Katherine said she was just tying up loose ends in preparation for her retirement. Commissioner Slavik thanked her for her...
service to the VRWJPO. Commissioner Holberg commented on the high quality of the minutes provided to the Board through her diligent recording.

g. Mark Ryan discussed his review of watershed Standards and development of a program to assess how effectively jurisdictions are implementing the Standards.

h. Mark Zabel updated the VRWJPB on the wetland bank. Brian Watson, Dakota County SWCD, and Mark met with BWSR. BWSR internal development work makes it likely that there will be a purchase agreement by mid-2017. It would be operated similar to the Jordan Bank. Commissioner Slavik asked whether the purchase agreement was dependent upon the state bonding bill, and Mark said it was not. The VRWJPO and Dakota County could commit to a conservation easement, which BWSR would restore. The wetland bank may be in operation as soon as 2018. It looks likely that wetland credits will be available for public use.

i. Commissioner Slavik noted that he’d seen an interview in the Farmington Independent with Travis on the County Road 78-06 nitrate reduction project.

j. Mark Zabel introduced the video prepared by Trout Unlimited on the watershed and “Trout in the Classroom” program as part of a Stewardship Grant. The VRWJPB and staff viewed the final video, which staff felt reflected the VRWJPO’s mission and messages. Staff suggested changes throughout the process, and Dan Callahan (TU volunteer and video producer) was responsive to the VRWJPO’s ideas. Staff is satisfied with the final product and the VRWJPB accepted the final product as complete.

9. Adjourn

Motion by Commissioner Slavik, Second by Commissioner Holberg, and passed on a 2-0 voice vote to adjourn the meeting at 2:05 p.m.

Next Meeting Date: January 26, 2017 – Western Service Center, Room 334 at 1:00 p.m.

Respectfully submitted:

Katherine Carlson
Vermillion River Watershed Joint Powers Organization
Date: January 26, 2017
To: Vermillion River Watershed Joint Powers Board
From: Staff
Subject: Joint Powers Organization Expenses

On December 8th, 2016 the Joint Powers Board approved expenses October 20th, 2016 through November 28th, 2016 totaling $401,074.71

The invoices submitted between November 29th, 2016 and January 20th, 2017 for approval are listed below:

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<th>Vendor</th>
<th>Amount</th>
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<td>Dakota County Administrative Coordinating Services Support (Oct, Nov, Dec 2016)</td>
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Total approved expenses as presented on January 26, 2017 $251,180.45

Action Requested: Approve expenses as presented on January 26, 2017
Dakota County Staff Cost Related to the Vermillion Watershed November-16

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Vermillion River Watershed 21 70 70 0000 - Funds moved into Water 01 70 74 7410 42149
## Dakota County Staff Cost Related to the Vermillion Watershed
### December-16

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**Note:** The table above summarizes the total hours and costs for various staff members related to the Vermillion Watershed during December 16. The total hours and costs are calculated based on the provided data and do not include any additional notes or comments.

**Source:** Dakota County Staff Cost Report.
### 2016 Vermillion River Watershed Joint Powers Organization

**Treasurer's Report**

January 26, 2017 - Vermillion River Watershed Joint Powers Board Meeting

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<tr>
<th>I. Administrative Activities (217002-0000)</th>
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**VRW JPO Revised Budget TOTAL**

- $ 3,595,100.00
- $ 1,588,832.64
- $ 251,180.45
- $ 1,755,086.91

**Budget Funding Sources**

- Scott County Levy: $ 31,460.00
- Dakota County Levy: $ 821,140.00
- Expected 2015 Carryover (Fund Balance): $ 540,377.00
- Special Use Permit: -
- DNR Grant: $ 197,000.00
- CPL Grant (DNR): $ 255,000.00
- CWF Grant (BWSR): $ 133,500.00
- WRAPP: -
- Metropolitan Council Grant: $ 350,000.00
- Fiscal Disp: $ 110,000.00
- Expected CIP: $ 1,345,000.00
- Investment Earnings: $ 15,000.00

**Total: $ 3,798,477.00**
7a. Reinstate Enforcement of the VRWJPO Watershed Rules for those Portions of Eureka Township Located within the Vermillion River Watershed

Meeting Date: 1/26/17  
Item Type: Regular-Action  
Contact: Mark Zabel  
Telephone: 952-891-7011  
Prepared by: Mark Zabel  
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
- Reinstate enforcement of the VRWJPO Watershed Rules for those portions of Eureka Township located within the Vermillion River Watershed.

SUMMARY
On November 3, 2005, the Vermillion River Watershed Joint Powers Organization (VRWJPO) adopted the VRWJPO Watershed Plan as required by Minn. Stat. § 103B.231. Following the adoption of the Watershed Plan, all local government units (LGUs) located within the Vermillion River Watershed were required to prepare a local water management plan (LWMP), capital improvement program, and official controls as necessary to bring local water management into conformance with the VRWJPO Watershed Plan as required by Minn. Stat. §103B.235. The LGUs were required to complete these tasks within two years of plan adoption (i.e., November 3, 2007).

Pursuant to Minn. Stat. § 103B.211, the VRWJPO has the authority of a watershed district under Minn. Stat. Ch. 103D to regulate the use and development of land in a LGU within the Vermillion River Watershed that does not have a LWMP approved and adopted in accordance with Minn. Stat. § 103B.235 or has not adopted the implementation program described in the plan. In accordance with that authority, the VRWJPO adopted the VRWJPO Watershed Rules in the event it became necessary to exercise its authority in a LGU that failed to adopt a LWMP or failed to adopt the implementation program described in the plan.

The VRWJPO staff requests that the Vermillion River Watershed Joint Powers Board (VRWJPB) find that Eureka Township has rescinded its authority to implement a local program to apply the Standards of the VRWJPO; and, therefore, acts to commence the enforcement of the VRWJPO Watershed Rules in those portions of Eureka Township located within the Vermillion River Watershed, effective immediately and continuing until such time as Eureka Township implements its approved LWMP in accordance with Minn. Stat. § 103B.235.

EXPLANATION OF FISCAL/FTE IMPACT
Fees will be collected with the issuance of permits that will be applied to support staffing of the implementation of the program for permit review and site inspection. Fees will be held in escrow for each permit and actual expenses drawn for the required effort connected with the affected permit. Additional fees may be collected if effort exceeds the original escrow collection. Any escrowed funds in balance at the time of certification of completion of the permit will be returned to the permittee.
RESOLUTION

7a. Reinstate Enforcement of the VRWJPO Watershed Rules for those Portions of Eureka Township Located within the Vermillion River Watershed

WHEREAS, on November 3, 2005, the Vermillion River Watershed Joint Powers Organization (VRWJPO) adopted the VRWJPO Watershed Plan as required by Minn. Stat. § 103B.231; and

WHEREAS, within two years following the adoption of the VRWJPO Watershed Plan, all local government units (LGUs) located within the Vermillion River Watershed were required to prepare a local water management plan (LWMP), capital improvement program, and official controls as necessary to bring local water management into conformance with the VRWJPO Watershed Plan as required by Minn. Stat. § 103B.235; and

WHEREAS, Eureka Township at its January 9th, 2017 meeting resolved to abandon application of its local controls implementing the VRWJPO Standards; and

WHEREAS, pursuant to Minn. Stat. § 103B.211, the VRWJPO has the authority of a watershed district under Minn. Stat. 103D to regulate the use and development of land that is located in Eureka Township and located within the Vermillion River Watershed; and

WHEREAS, in accordance with that authority, the VRWJPO adopted the VRWJPO Watershed Rules in the event it became necessary to exercise its authority in a LGU that failed to adopt a LWMP or failed to adopt the implementation program described in the plan.

NOW, THEREFORE, BE IT RESOLVED, That the Vermillion River Watershed Joint Powers Board (VRWJPB) finds that Eureka Township has rescinded its authority to implement its approved LWMP in accordance with Minn. Stat. § 103B.235; and

BE IT FURTHER RESOLVED, That due to Eureka Township’s action to rescind its authority to implement its approved LWMP, the VRWJPO hereby commences the enforcement of the VRWJPO Watershed Rules for those portions of Eureka Township located within the Vermillion River Watershed, effective immediately and continuing until such time as Eureka Township implements its LWMP in accordance with Minn. Stat. § 103B.235.
December 20, 2016

Mark Zabel
Vermillion River Watershed Joint Powers Organization
14955 Galaxie Avenue
Apple Valley, MN 55124

Dear Mr. Zabel:

The Eureka Town Board, at their meeting on December 12, 2016, discussed the possibility of returning the authority for permitting and enforcement of the Vermillion River Watershed Management Plan to the VRWJPO. This letter is to notify you of this intention and ask that the issue be placed on the January 27, 2017 VRWJPO meeting agenda. The Town Board plans to take formal action at their January 9th meeting should you indicate the VRWJPO would be willing to resume this authority.

Sincerely,

Mira Broyles, Clerk
Eureka Township
RESOLUTION NO. 2017-01

TOWN OF EUKEKA, COUNTY OF DAKOTA, STATE OF MINNESOTA

RESOLUTION

WHEREAS, the Town Board did adopt Chapter 2, Ordinance 9 entitled Water Resources Management Vermillion River Watershed, and;

WHEREAS, Sections 3.02, 5.02, 5.08A, 5.08U, 5.08V, 5.10F, 5.10J, 7.06C and 9.05 grant the Town the authority to issue permits; review and approve plans; and inspect properties for compliance with the terms of the Ordinance, and;

WHEREAS, the Vermillion River Watershed Joint Powers Organization ("VRWJPO") has offered to assume the Town’s permitting, approval and inspection authority as set forth in Chapter 2, Ordinance 9. That the Town Board has determined that it would be in the Town’s best interest to allow VRWJPO to assume said authority.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Eureka hereby transfers unto the Vermillion River Watershed Joint Powers Organization all powers and authority to issue permits; review and approve plans; and inspect properties for compliance as set forth in Sections 3.02, 5.02, 5.08A, 5.08U, 5.08V, 5.10F, 5.10J, 7.06C and 9.05 of Town Ordinance 9, Chapter 2 effective upon a resolution of the VRWJPO agreeing to accept said transfer.

This Resolution was adopted this 9th day of January, 2017.

Dated: ___________________________  
Town Chair

Dated: January 9, 2017  
Mira Breytes  
Town Clerk
7b. Authorization to Execute a Joint Powers Agreement with Dakota County Soil and Water Conservation District (SWCD) for Services in 2017

Meeting Date: 1/26/17
Item Type: Regular-Action
Contact: Mark Zabel
Telephone: 952-891-7011
Prepared by: Mark Zabel
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
- Authorization to execute a Joint Powers Agreement with Dakota County SWCD for services in 2017

SUMMARY
The Dakota County SWCD provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements. The SWCD is proposing a work plan and total budget of $265,450 for services in the Vermillion River Watershed in 2017 (see Attachment A). The draft Joint Powers Agreement is included as Attachment B.

Each of the tasks in Dakota County SWCD’s proposed work plan and budget are included as line items in the VRWJPO 2017 Budget under various categories. The largest proposed expense is in the Capital Improvement Projects category supporting both rural and urban implementation of water quality improvement projects with landowners or communities.

Rather than developing VRWJPO cost-sharing programs that duplicate existing efforts, the VRWJPO relies on the established cost-share programs implemented by Dakota County SWCD to fund water-quality improvement practices. The VRWJPO provides Dakota County SWCD with funds to cost-share BMPs in urban and rural areas throughout the watershed. In 2016, the VRWJPO budgeted $94,000 for capital projects through the cost-share programs of the SWCD. The SWCD is proposing a 2017 budget of $93,750 for cost-sharing best management practices (BMPs) in the watershed. The SWCD will continue to pursue other funding, such as grants, to leverage VRWJPO cost-share funds for Capital Improvement Projects.

Staff requests the VRWJPB to authorize the chair to execute a Joint Powers Agreement with Dakota County SWCD for services in 2017 for a total not to exceed $265,450.

EXPLANATION OF FISCAL/FTE IMPACT
The proposed costs of Dakota County SWCD services to the VRWJPO in 2017 are included in several categories of the VRWJPO 2017 Budget.
RESOLUTION

7b. Authorization to Execute a Joint Powers Agreement with Dakota County Soil and Water Conservation District (SWCD) for Services in 2017

WHEREAS, the Dakota County Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements; and

WHEREAS, the Dakota County SWCD is proposing to assist the VRWJPO with similar tasks in 2017; and

WHEREAS, the tasks included in the Dakota County SWCD proposed work plan and budget are each included as line items in the VRWJPO 2017 Budget in various categories; and

WHEREAS, the VRWJPO relies on Dakota County SWCD’s established cost-share programs to efficiently implement capital improvement projects in the Vermillion River Watershed.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes the chair to execute a Joint Powers Agreement with Dakota County SWCD for a total not to exceed $265,450 as presented to the VRWJPB at its meeting on January 26, 2017; subject to approval by the Dakota County Attorney’s Office as to form.
2017 Dakota County SWCD Work Plan and Budget to the Vermillion River Watershed Joint Powers Organization

### Evaluation and Policy (2170020130)
- Incentive program policy assistance for programs to install voluntary conservation practices  
  $2,000

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### Regulatory Review and Regulation (2170020530)
- Assist with inspections, plan reviews, regulatory permit application reviews, community development plans or Land Alteration Plans  
  $2,000

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<th>Amount</th>
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### Feasibility/Preliminary Studies (2170020631)
- Preliminary design, technical assistance and marketing of voluntary conservation practices  
  $40,000

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### Capital Improvement Projects (2170920130-VRW00003)
- Install water quality projects under Community Conservation Partnership (CCP), Conservation Cost Share (CCS), Conservation Initiative Funding (CIF) and Incentive Payment Practice (IPP) Programs  
  $75,000
- Implement Landscaping for Clean Water Grant Program (LCW)  
  $18,750

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### Public Outreach and Communication (2170020330)
- Coordinate tasks under the Vermillion River Watch Program  
  $6,000
- Conduct Landscaping for Clean Water Workshops ($1,400 per workshop)  
  $25,200
- Assistance with Annual Conservation Tour  
  $1,500

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### Inventories and Assessments (2170020230)
- Provide GIS mapping support  
  $5,000

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### Monitoring and Data Analysis (2170020230)
- Staff time for sample collection, equipment installation, maintenance, downloading, longitudinal surveys (temperature, dissolved oxygen, turbidity), winter nitrate monitoring at South Branch Vermillion River  
  $39,000
- Data analysis, database management, data reporting, FLUX modeling, reporting  
  $17,000
- Water quality sample analysis and QA/QC samples  
  $19,000
- Equipment and supplies  
  $8,000
- Macroinvertebrate collections and habitat monitoring  
  $7,000

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Total Not To Exceed Amount: $265,450

1 25% technical and administrative costs will be invoiced for each contracted project installed
2 Each Landscaping for Clean Water project installed includes $250 for landowner stipend and $500 for technical and administrative assistance
JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR SERVICES

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 Dakota County Soil and Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Dakota County, with statutory authority to carry out erosion control and other soil and water conservation programs within Dakota County pursuant to Minn. Stat. ch. 103C and as otherwise provided by law; and

WHEREAS, in its 2017 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements; and

WHEREAS, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

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

SECTION 1
PURPOSE

The purpose of this Agreement is to define the responsibilities of the parties for services to be provided by the SWCD to the VRWJPO related to water monitoring, outreach and education, policy development, regulatory review, inventory and assessment and capital improvements in the Vermillion River Watershed as more fully described in Exhibit 1, attached hereto and incorporated herein by reference.

SECTION 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 Dakota County Soil and Water Conservation District (SWCD) acting through its Board of Supervisors.

SECTION 3
TERM

Notwithstanding the dates of the signatures below, this Agreement shall be effective January 1, 2017, and shall remain in effect until December 31, 2017, 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.
SECTION 4
COOPERATION

The VRWJPO and the SWCD 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 any equitable and timely manner.

SECTION 5
SCOPE OF SERVICES AND PAYMENT

5.1 Scope of Services. The SWCD shall provide the services generally described in Exhibit 1. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD’s profession currently practicing under similar conditions.

5.2 Total Cost. The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Two Hundred Sixty-Six Thousand, Four Hundred Fifty Dollars and No/100 Cents ($266,450.00). The VRWJPO shall pay for purchased services at the rates set out in Exhibit 1.

5.3 Time of Payment. The VRWJPO shall make payment to the SWCD within thirty-five (35) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within thirty-five (35) days.

5.4 Payment for Unauthorized Claims. 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.

5.5 Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payment exceed the total cost of this Agreement.

5.6 Cost Sharing Limitations for Capital Improvement Projects. Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For such projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed $50,000.00 per project where total project costs eligible for consideration under VRWJPO cost share do not exceed $99,999.00. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding pursuant to the VRWJPO Capital Improvement Project Cost Share Policy.

SECTION 6
GENERAL PROVISIONS

6.1 SWCD Obligations. In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.

6.2 Compliance with Laws/Standards. The SWCD agrees to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this
Agreement or to the facilities, programs, and staff for which the SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.

6.3 **Employee Status.** The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.

6.4 **Liable for Own Acts.** Each party to this Agreement shall be liable for the acts of its officers, employees, volunteers or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers 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 SWCD. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

6.5 **Insurance.** At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.

6.6 **Records Retention and Audits.** The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.

6.7 **Subcontracting.** The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. Notwithstanding the foregoing, the VRWPO consents to the use of the Scott County Soil & Water Conservation District as a subcontractor for purposes of providing technical assistance with water monitoring tasks and for providing subwatershed BMP inventory assistance. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.

6.8 **Timeliness.** The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

6.9 **Default: Force Majeure.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party’s reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6.10 **Data Privacy and Confidentiality.** Data on individuals collected, created, received, kept or shared by the SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. ch. 13) and its implementing rules. Further, federal laws on data privacy may also apply. The SWCD must comply with data privacy laws and rules as if the SWCD was the VRWJPO. The Data Practices Act also applies to subcontractors providing services under this Agreement. If public
data is available from the VRWJPO, the SWCD may direct the public to the VRWJPO for access to the data.

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

6.11 Assignment. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

SECTION 7
AUTHORIZED REPRESENTATIVES AND LIAISONS

7.1 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

TO THE SWCD: Laura Zanmiller or successor, Chair
Dakota County SWCD
440 220th Street West, Suite 102
Farmington, MN 55024

In addition, notification to the VRWJPO or the SWCD 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.

7.2 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 SWCD. The VRWJPO and the SWCD 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
Vermillion River Watershed Joint Powers Organization
Telephone: (952) 891-7011

SWCD Liaison: Brian Watson, Director
Dakota County SWCD
Telephone: (651) 480-7778

SECTION 8
TERMINATION

8.1 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. 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.

8.2 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 source, or if its 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 SWCD by facsimile is sufficient notice under this section. 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.

SECTION 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 SWCD.

SECTION 10
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.

SECTION 11
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.

SECTION 12
MERGER

12.1 Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.

12.2 Exhibits. Exhibits 1 through 3 are attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.

Exhibit 1 – 2016 Dakota County SWCD Work Plan and Budget Proposal to the Vermillion River Watershed Joint Powers Organization
Exhibit 2 – Standard Assurances
Exhibit 3 – Insurance Terms
SECTION 13
REPRESENTATION BY THE DAKOTA COUNTY ATTORNEY’S OFFICE

The Dakota County Attorney (County Attorney) provides legal representation to the VRWJPO pursuant to the joint powers agreement that established the VRWJPO. In addition, the County Attorney is statutorily obligated to be the attorney for the SWCD. Specifically, Minn. Stat. § 103C.321, Subd. 4 provides that the SWCD Board may call upon the County Attorney for necessary legal counsel, advice and services. In the event there is a conflict of interest determined by the County Attorney in representing the interests of both the VRWJPO and the SWCD, the County Attorney will so inform the Authorized Representative of the parties. In the event the County Attorney determines a conflict exists, the conflict of interest procedures of the County Attorney will be followed. The parties hereby waive any conflict of interest for the Dakota County Attorney’s Office to represent both the VRWJPO and the SWCD in preparation and execution of this Agreement.

SECTION 14
SURVIVORSHIP

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liable for Own Acts); Section 6.6 (Records Retention and Audits); Section 6.10 (Data Privacy and Confidentiality); Section 10 (Minnesota Law to Govern); Section 11 (Severability) and Section 13 (Representation by the Dakota County Attorney’s Office).

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

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By________________________
Laura Zanmiller, Chair or Successor
Board of Supervisors
Date of Signature:

By________________________

VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION

By________________________
Mike Slavik, Chair, or Successor
Date of Signature:

APPROVED AS TO FORM:

/s/Helen R. Brosnahan  11/18/17
Assistant Dakota County Attorney/Date

VRW Res. No.
SWCD Board Action No.
KS- 17-31 (EF)
2017 Dakota County SWCD Work Plan and Budget to the Vermillion River Watershed Joint Powers Organization

Evaluation and Policy (2170020130)
- Incentive program policy assistance for programs to install voluntary conservation practices  $2,000
  Subtotal $2,000

Regulatory Review and Regulation (2170020530)
- Assist with inspections, plan reviews, regulatory permit application reviews, community development plans or Land Alteration Plans  $2,000
  Subtotal $2,000

Feasibility/Preliminary Studies (2170020631)
- Preliminary design, technical assistance and marketing of voluntary conservation practices  $40,000
  Subtotal $40,000

Capital Improvement Projects (2170920130-VRW00003)
- Install water quality projects under Community Conservation Partnership (CCP), Conservation Cost Share (CCS), Conservation Initiative Funding (CIF) and Incentive Payment Practice (IPP) Programs  $75,000\(^1\)
- Implement Landscaping for Clean Water Grant Program (LCW)  $18,750\(^2\)
  Subtotal $93,750

Public Outreach and Communication (2170020330)
- Coordinate tasks under the Vermillion River Watch Program  $6,000
- Conduct Landscaping for Clean Water Workshops ($1,400 per workshop)  $25,200
- Assistance with Annual Conservation Tour  $1,500
  Subtotal $32,700

Inventories and Assessments (2170020230)
- Provide GIS mapping support  $5,000
  Subtotal $5,000

Monitoring and Data Analysis (2170020230)
- Staff time for sample collection, equipment installation, maintenance, downloading, longitudinal surveys (temperature, dissolved oxygen, turbidity), winter nitrate monitoring at South Branch Vermillion River  $39,000
- Data analysis, database management, data reporting, FLUX modeling, reporting  $17,000
- Water quality sample analysis and QA/QC samples  $19,000
- Equipment and supplies  $8,000
- Macroinvertebrate collections and habitat monitoring  $7,000
  Subtotal $90,000

Total Not To Exceed Amount: $265,450

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1 25% technical and administrative costs will be invoiced for each contracted project installed
2 Each Landscaping for Clean Water project installed includes $250 for landowner stipend and $500 for technical and administrative assistance
EXHIBIT 2

STANDARD ASSURANCES

1. NON-DISCRIMINATION. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:


B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.


E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

2. DATA PRIVACY. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereinafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (VRWJPO), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996. The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) which are applicable to the Contractor’s duties under this Contract. In performing its obligations under this Contract, Contractor agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law.
4. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the VRWJPO and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

5. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

6. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [http://oig.hhs.gov/fraud/exclusions/listofexcluded.html](http://oig.hhs.gov/fraud/exclusions/listofexcluded.html).
EXHIBIT 3
INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☐ 1. **Workers Compensation.** Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than $500,000. If Contractor is not required by Statute to carry Workers’ Compensation Insurance, Contractor agrees: (1) to provide the VRWJPO with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers’ Compensation Insurance; (2) to provide prior notice to the VRWJPO of any change in Contractor’s exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify the VRWJPO from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers’ Compensation or Employers’ Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers’ Compensation Insurance, Contractor agrees to promptly provide the VRWJPO with evidence of such insurance coverage.

☐ 2. **General Liability.**

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Contractor agrees to maintain completed operations coverage as required hereunder, whether on an annual liability policy basis or otherwise, for a minimum of three (3) years after Contract termination.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least $1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded hereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed $25,000 each occurrence.

☐ Such policy(ies) shall name the VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

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3. **Professional Liability.** Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least $1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed $25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for the VRWJPO hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of the VRWJPO's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of the VRWJPO's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise the VRWJPO of any intended or pending change of any Professional Liability insurers or policy forms, and provide the VRWJPO with all pertinent information that the VRWJPO may reasonably request to determine compliance with this section; and (b) immediately advise the VRWJPO of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of the VRWJPO.

4. **Automobile Liability.** Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least $1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include the VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

5. **Additional Insurance.** The VRWJPO shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as the VRWJPO may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. **Evidence of Insurance.** Contractor shall promptly provide the VRWJPO with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide the VRWJPO with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. **Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as the VRWJPO reasonably request, and shall contain sufficient information to allow the VRWJPO to determine whether there is compliance with these provisions.** At the request of the VRWJPO, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days’ notice to the VRWJPO prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. **Insurer: Policies.** All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the VRWJPO. Such acceptance by the VRWJPO shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, the VRWJPO shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to the VRWJPO. If the VRWJPO does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to the VRWJPO.

8. **Noncompliance.** In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, the VRWJPO shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefore and to pay the cost thereof to the VRWJPO immediately upon presentation of invoice.
9. **Loss Information.** At the request of the VRWJPO, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of the VRWJPO under this section. Such loss information shall include such specifics and be in such form as the VRWJPO may reasonably require.

10. **Release and Waiver.** Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases the VRWJPO, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of the VRWJPO or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

   Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of the VRWJPO, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by the VRWJPO, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by the VRWJPO, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).
7c. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District (SWCD) for Services in 2017

Meeting Date: 1/26/17
Item Type: Regular-Action
Contact: Mark Zabel
Telephone: 952-891-7011
Prepared by: Mark Zabel
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
• Authorization to execute a Joint Powers Agreement with Scott SWCD for services in 2017

SUMMARY
Scott SWCD provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, regulatory review, inventory and assessment, and capital improvements. Scott SWCD is proposing to assist the VRWJPO with similar tasks in 2017. Each of the tasks included in Scott SWCD’s proposed work plan and budget (Attachment A) are included in the VRWJPO 2017 Budget in various categories. Up to $53,400 of the $70,750 total budget would be available to cost share Capital Improvement Projects in the Scott County portion of the watershed. A draft Joint Powers Agreement is included with this Request for Board Action as Attachment B.

The VRWJPO staff requests the VRWJPB to authorize the chair to execute a Joint Powers Agreement with Scott SWCD for services in 2017 for a total not to exceed $70,750.

EXPLANATION OF FISCAL/FTE IMPACT
The tasks in the Scott SWCD proposed work plan and budget are included as line items in the VRWJPO 2017 Budget in various categories.
RESOLUTION

7c. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District (SWCD) for Services in 2017

WHEREAS, Scott SWCD provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, regulatory review, inventory and assessment, and capital improvements; and

WHEREAS, Scott SWCD is proposing to assist the VRWJPO with similar tasks in 2017; and

WHEREAS, the tasks in the Scott SWCD proposed work plan and budget are each included as line items in the VRWJPO 2017 Budget in various categories; and

WHEREAS, the VRWJPO relies on Scott SWCD’s established programs to efficiently implement cost-share funding for capital improvement projects.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes the chair to execute a Joint Powers Agreement with Scott SWCD in an amount not to exceed $70,750 as presented to the VRWJPB at its meeting on January 26, 2017; subject to approval by the Dakota County Attorney’s Office as to form.

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
### 2017 SCOTT SWCD WORK PLAN AND BUDGET

<table>
<thead>
<tr>
<th>Activity</th>
<th>Detail</th>
<th>Line Item</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monitoring and Data Analysis</strong></td>
<td>• Monitor water quality at one station; set-up/take-down, maintain site, rating curve measurements, base flow samples, composite samples, event grabs, programming, thermal monitoring, database maintenance, presentations, meetings, training</td>
<td>2016 $5500 2017 $5500</td>
<td>2016 $9,500 2017 $14,500</td>
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<tr>
<td></td>
<td>• Repair, replace and upgrade equipment (as needed; includes labor and equipment)</td>
<td>2016 $1,500 2017 $1,500</td>
<td>2016 $1,500 2017 $1,500</td>
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<tr>
<td></td>
<td>• Lab analysis, phone bill, courier coordination</td>
<td>2016 $2,500 2017 $2,500</td>
<td>2016 $2,500 2017 $2,500</td>
</tr>
<tr>
<td></td>
<td>• Bacterial ID sampling</td>
<td>2016 $0 2017 $5,000</td>
<td>2016 $0 2017 $5,000</td>
</tr>
<tr>
<td><strong>Public Outreach and Education</strong></td>
<td>• Conservation and stormwater education (community events, expos, library displays, news releases, etc.); youth education (Outdoor Education Day); promotion, meetings and coordination</td>
<td>2016 $1,200 2017 $1,200</td>
<td>2016 $1,200 2017 $1,200</td>
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<tr>
<td><strong>Capital Improvement Program – Staffing</strong></td>
<td>• Identify properties for potential restorable wetlands, buffers, filter strips and other priority conservation practices, including but not limited to those identified in the 2014 subwatershed analysis; promote and market practices to property owners; meet with receptive owners; conduct field investigations; secure commitments and contracts; prepare conservation plans.</td>
<td>2016 $2,800 2017 $3,800</td>
<td>2016 $8,400 2017 $13,400</td>
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<tr>
<td></td>
<td>• Assist with the survey, design, construction, certification and reporting of ecological and structural BMP’s, i.e. streambank stabilization, wetland restorations, filter strips, stormwater management systems, nutrient management, cover crops, rock inlets, grade stabilization structures, waterways, water and sediment basins, and waste management systems.</td>
<td>2016 $5,600 2017 $9,600</td>
<td>2016 $5,600 2017 $9,600</td>
</tr>
<tr>
<td><strong>Capital Improvement Program – Project Funding</strong></td>
<td>• Cost share and financial incentives for approved BMPs¹</td>
<td>2016 $10,000 2017 $40,000</td>
<td>2016 $10,000 2017 $40,000</td>
</tr>
<tr>
<td><strong>Regulatory Program Assistance</strong></td>
<td>• Follow up and develop corrective action plans for wetland- and feedlot-related complaints and violations</td>
<td>2016 $900 2017 $900</td>
<td>2016 $900 2017 $900</td>
</tr>
</tbody>
</table>

¹ To the maximum extent practical, other local, state, federal cost-share funds will, be utilized to implement conservation practices before, or in conjunction with, the use VRWJPO funds. By approval of this work plan, the VRWJPO authorizes the Scott SWCD to utilize funding under this line item to provide financial assistance to landowners and occupiers in the watershed for the implementation of approved practices, as set forth in applicable cost share and incentive program policies adopted by Scott SWCD Board of Supervisors.
## 2017 SCOTT SWCD WORK PLAN AND BUDGET

<table>
<thead>
<tr>
<th>Management and Administration (2170020330)</th>
<th>$750</th>
<th>$750</th>
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<tr>
<td>Manage work, planning, budget and financial recordkeeping</td>
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<tr>
<td>Prepare and administer Service agreement</td>
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<td>Attend Board, TAG and other JPB–sponsored meetings</td>
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<td>Identify and develop recommendations regarding JPO programs and policies</td>
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<tr>
<td>GRAND TOTAL:</td>
<td>$30,750</td>
<td>$70,750.00</td>
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JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE SCOTT COUNTY SOIL & WATER CONSERVATION DISTRICT
FOR SERVICES

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 Scott County Soil & Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Scott County, with statutory authority to carry out erosion control and other soil and water conservation programs within Scott County pursuant to Minn. Stat. ch. 103C and as otherwise provided by law; and

WHEREAS, in its 2017 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including water monitoring, outreach and education, regulatory review, inventory and assessment, and capital improvements; and

WHEREAS, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

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

SECTION 1
PURPOSE

The purpose of this Agreement is to provide a method by which the VRWJPO can utilize the services of the SWCD for activities related to soil and water conservation in the Vermillion River Watershed in a way that best utilizes public funds, resources and technical expertise that each party has to offer to one another.

SECTION 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 Scott County Soil & Water Conservation District (SWCD) acting through its Board of Supervisors.

SECTION 3
TERM

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect from January 1, 2017 until December 31, 2017, 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.
SECTION 4
COOPERATION

The VRWJPO and the SWCD 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 any equitable and timely manner.

SECTION 5
SCOPE OF SERVICES AND PAYMENT

5.1 **Scope of Services.** The SWCD shall provide the services generally described in Exhibit 1, attached and incorporated herein by this reference. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD’s profession currently practicing under similar conditions. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.

5.2 **Total Cost.** The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Seventy Thousand Dollars and No/100 Cents ($70,750.00). The VRWJPO shall pay for purchased services at the rates set out in Exhibit 1.

5.3 **Time of Payment.** The VRWJPO shall make payment to the SWCD within thirty-five (35) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within thirty-five (35) days.

5.4 **Payment for Unauthorized Claims.** 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.

5.5 **Payment Upon Early Termination.** In the event this Agreement is terminated before the completion of services, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payment exceed the total cost of this Agreement.

5.6 **Cost Sharing Limitations for Capital Improvement Projects.** Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For such projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed $50,000 per project where total project costs eligible for consideration under VRWJPO cost share do not exceed $99,999. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding pursuant to the VRWJPO Capital Improvement Project Cost Share Policy.

SECTION 6
GENERAL PROVISIONS

6.1 **SWCD Obligations.** In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.
6.2 **Compliance with Laws/Standards.** The SWCD agrees to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.

6.3 **Employee Status.** The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.

6.4 **Liability.** 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 SWCD. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

6.5 **Insurance.** At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.

6.6 **Records Retention and Audits.** The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.

6.7 **Subcontracting.** The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.

6.8 **Timeliness.** The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

6.9 **Default: Force Majeure.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party’s reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6.10 **Data Privacy and Confidentiality.** Data on individuals collected, created, received, kept or shared by the SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. ch. 13) and its implementing rules. Further, federal laws on data privacy may also apply. The SWCD must comply with data privacy laws and rules as if the DISTRICT was the VRWJPO. The Data Practices Act also applies to subcontractors providing services under this
Agreement. If public data is available from the VRWJPO, the SWCD may direct the public to the VRWJPO for access to the data.

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

6.11 Assignment. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

SECTION 7
AUTHORIZED REPRESENTATIVES AND LIAISONS

7.1 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

TO THE SWCD: Linda Brown or successor, Chair
Scott County SWCD
7151 190th Street West, Suite 125
Jordan, MN 55352

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.

7.2 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 SWCD. The VRWJPO and the SWCD 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
Vermillion River Watershed Joint Powers Organization
Telephone: (952) 891-7011

SWCD Liaison: Troy Kuphal, District Manager
Scott County SWCD
Telephone: (952) 492-5425
SECTION 8
TERMINATION

Either party may terminate this Agreement for cause by giving seven days’ written notice or without cause by giving 30 days’ written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party.

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 source, or if its funding cannot be continued at a level sufficient to allow payment of amounts due under this Agreement. Written Notice of Termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section. 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.

SECTION 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 SWCD.

SECTION 10
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.

SECTION 11
FINAL AGREEMENT AND SEVERABILITY

This Agreement is the final agreement of the parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. 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.

SECTION 12
SURVIVORSHIP

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liability); Section 6.6 (Records Detention and Audits); Section 6.10 (Data Privacy and Confidentiality); and Section 10 (Minnesota Law to Govern).
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SCOTT COUNTY SOIL & WATER CONSERVATION DISTRICT

By _________________________________
Linda Brown or successor, Chair
Board of Supervisors
Date of Signature: ___________________________

VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION

By _________________________________
Mike Slavik or successor, Chair
Assistant County Attorney
Date of Signature: ___________________________

APPROVED AS TO FORM:

/s/Helen R. Brosnahan 1/18/17
Assistant County Attorney
Date

VRW Res. No. 16-KS-17-32 (EF)
## EXHIBIT 1

### 2017 SCOTT SWCD WORK PLAN AND BUDGET

<table>
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<td>$1,200</td>
</tr>
<tr>
<td>Capital Improvement Program – Staffing (2170920130-VRW00005)</td>
<td>• Identify properties for potential restorable wetlands, buffers, filter strips and other priority conservation practices, including but not limited to those identified in the 2014 subwatershed analysis; promote and market practices to property owners; meet with receptive owners; conduct field investigations; secure commitments and contracts; prepare conservation plans.&lt;br&gt;• Assist with the survey, design, construction, certification and reporting of ecological and structural BMP’s, i.e. streambank stabilization, wetland restorations, filter strips, stormwater management systems, nutrient management, cover crops, rock inlets, grade stabilization structures, waterways, water and sediment basins, and waste management systems.</td>
<td>$2,800  $5,600</td>
<td>$3,800  $9,600</td>
</tr>
<tr>
<td>Capital Improvement Program – Project Funding (2170920130-VRW00005)</td>
<td>• Cost share and financial incentives for approved BMPs¹</td>
<td>$10,000  $10,000</td>
<td>$40,000  $40,000</td>
</tr>
<tr>
<td>Regulatory Program Assistance (2170020530)</td>
<td>• Follow up and develop corrective action plans for wetland- and feedlot-related complaints and violations</td>
<td>$900  $900</td>
<td>$900  $900</td>
</tr>
</tbody>
</table>

¹ To the maximum extent practical, other local, state, federal cost-share funds will be utilized to implement conservation practices before, or in conjunction with, the use VRWJPO funds. By approval of this work plan, the VRWJPO authorizes the Scott SWCD to utilize funding under this line item to provide financial assistance to landowners and occupiers in the watershed for the implementation of approved practices, as set forth in applicable cost share and incentive program policies adopted by Scott SWCD Board of Supervisors.
**EXHIBIT 1**

**2017 SCOTT SWCD WORK PLAN AND BUDGET**

<table>
<thead>
<tr>
<th>Management and Administration (2170020330)</th>
<th>Manage work, planning, budget and financial recordkeeping</th>
<th>$750</th>
<th>$750</th>
<th>$750</th>
<th>$750</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prepare and administer Service agreement</td>
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<td></td>
<td>Attend Board, TAG and other JPB–sponsored meetings</td>
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<tr>
<td></td>
<td>Identify and develop recommendations regarding JPO programs and policies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL: $30,750 $70,750.00
7d. Reappointments of Mark Henry and Chuck Clanton to the Vermillion River Watershed Planning Commission (WPC)

Meeting Date: 1/26/17
Item Type: Regular-Action
Contact: Mark Zabel
Telephone: 952-891-7011
Prepared by: Mark Zabel
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
• Reappointments of Mark Henry and Chuck Clanton to the Vermillion River 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 December 31, 2016, the WPC had three members whose terms expired; however, only two are eligible for reappointment. John Glynn has moved residence out of the watershed and is no longer eligible to serve on the WPC.

Mark Henry, Castle Rock Township; and Chuck Clanton, Hampton Township, have formally requested reappointment to the WPC. The VRWJPO staff requests the Vermillion River Watershed Joint Powers Board (VRWJPB) to reappoint Mark Henry, and Chuck Clanton to the WPC for three-year terms ending December 31, 2019.

EXPLANATION OF FISCAL/FTE IMPACT
None
RESOLUTION

7d. Reappointments of Mark Henry and Chuck Clanton 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 complete two consecutive three-year terms; and

WHEREAS, Mark Henry and Chuck Clanton have expressed their desire to be reappointed; and

WHEREAS, WPC Commissioners Henry and Clanton have successfully represented their communities and served the interests of the watershed in their recommendations to the VRWJPB.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB hereby appoints Mark Henry and Chuck Clanton to the Vermillion River Watershed Planning Commission, with terms ending December 31, 2019; and

BE IT FURTHER RESOLVED, that VRWJPO staff will continue recruiting efforts for WPC vacancies.

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
7e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville to Cost Share Phase 2 of the 205th St. Channel Stabilization Project

Meeting Date: 1/26/17
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
- Authorization to execute a Joint Powers Agreement with the City of Lakeville to cost share Phase 2 of the 205th St. Channel Stabilization Project

SUMMARY
The City of Lakeville is planning to stabilize over 1,000 feet of a stormwater drainage channel that drains to Lake Marion near 205th St. in early 2017. The Vermillion River Watershed Joint Powers Organization (VRWJPO) provided cost share funding in 2009 for a first phase of channel stabilization that included approximately 600 feet of channel immediately upstream of the proposed 2017 project. Staff has been working with city staff to identify the most feasible and cost effective way to stabilize the eroding channel that provides adequate accessibility and minimal disruption to nearby residents. The proposed channel stabilization directly aligns with protection strategies for Lake Marion that were identified within the Vermillion Watershed Restoration and Protection Strategy (WRAPS).

Over the years, large volumes of stormwater have torn away at the banks of the channel, leading to significant erosion and sediment and nutrient deposition in Lake Marion. Lake Marion is not an impaired water, and is identified in the Vermillion WRAPS as a water resource that should be protected in order to prevent a costly restoration effort. By stabilizing the channel, the project will reduce 30 tons of sediment and 6 lbs. of phosphorus per year from reaching Lake Marion.

The City advertised the project for bid on December 23, 2016. Five bids were received and a bid for $197,860 was awarded. The City is requesting $100,000 in funding from the VRWJPO, which is included in the VRWJPO 2017 Budget. VRWJPO staff recommends executing a Joint Powers Agreement with the City of Lakeville in an amount not to exceed $100,000 from the Capital Improvement Project category of the VRWJPO 2017 Budget for Phase 2 of the 205th St. Channel Stabilization Project.

EXPLANATION OF FISCAL/FTE IMPACT
The $100,000 for Phase 2 of the 205th St. Stream Stabilization Project in the City of Lakeville would be taken from the CIP category of the VRWJPO 2017 Budget, where $100,000 is currently budgeted for cost share of this project, identified as 205th St. Stream Stabilization Extension.
RESOLUTION

7e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville to Cost Share Phase 2 of the 205th St. Channel Stabilization Project

WHEREAS, the City of Lakeville is planning to stabilize over 1,000 feet of a stormwater channel near 205th St. in early 2017; and

WHEREAS, the channel is severely eroded and is contributing sediment and nutrients to Lake Marion; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) provided cost share to the City of Lakeville in 2009 for a first phase of channel stabilization, which included stabilizing approximately 600 feet of channel; and

WHEREAS, staff has been working with city staff to identify the most feasible and cost effective way to stabilize the eroding channel that provides adequate accessibility and minimal disruption to nearby residents; and

WHEREAS, stabilizing the channel will directly result in pollutant reductions that will aid in protecting Lake Marion from impairment; and

WHEREAS, strategies were identified within the Vermillion Watershed Restoration and Protection Strategy (WRAPS) to protect Lake Marion from impairment; and

WHEREAS, stabilizing the channel directly aligns with the strategies identified in the WRAPS; and

WHEREAS, the proposed project was advertised for bid on December 23, 2016, and the bid of $197,860 was awarded; and

WHEREAS, the City of Lakeville is requesting cost share in an amount of $100,000 from the VRWJPO for the project; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) included $100,000 in the VRWJPO 2017 Budget for the channel stabilization project.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the execution of a Joint Powers Agreement with the City of Lakeville in an amount not to exceed $100,000 from the Capital Improvement Project category in the VRWJPO 2017 Budget for Phase 2 of the 205th St. Channel Stabilization Project; 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
JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE CITY OF LAKEVILLE
FOR THE 205TH STREET PHASE TWO CHANNEL STABILIZATION PROJECT
CITY PROJECT 16-15

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 205th St. Channel (Channel) conveys stormwater to Lake Marion, and a portion of the Channel is severely eroded; and

WHEREAS, erosion within the Channel adds excessive amounts of sediment and nutrients to Lake Marion causing water quality degradation; and

WHEREAS, Lake Marion is not a nutrient-impaired water, but is close to the impairment threshold; and

WHEREAS, protection strategies were identified in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) report to aid in protecting Lake Marion from becoming nutrient-impaired, and

WHEREAS, stabilizing the erosion within the Channel (Project) will address the protection strategies for Lake Marion identified within the WRAPS report; and

WHEREAS, the City is providing $62,000 to plan, design, obtain permits, provide construction oversight and other tasks associated with the planning, development, and execution of the Project; and

WHEREAS, the estimated cost for the construction of the Channel stabilization is $197,860.00. The City is seeking $100,000.00 from the VRWJPO for the Project; 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 December 31, 2017, 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 Thousand Dollars ($100,000.00) 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 be repaid for any overpayment or disallowed claim.

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.

6.2 CONSTRUCTION REQUIREMENTS. The Project shall be constructed in accordance with plans and specifications approved by both City and VRWJPO staff. Any modifications to the plans and specifications require prior approval from both City and 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 construction 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. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

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:  Justin Miller, City Administrator
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Telephone:  (952) 985-4400

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 its 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.
Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party’s reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, acts of civil or military authority and natural disasters.

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

CITY OF LAKEVILLE

By ___________________________________
Douglas P. Anderson or successor, Mayor
Date of Signature: _____________________

By ___________________________________
Char Friedges, City Clerk
Date of Signature: _____________________

VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION

APPROVED AS TO FORM:

/s/Helen R. Brosnahan  1/13/17
Assistant Dakota County Attorney  Date
VRW Res. No. _____
KS-16- 459

By ___________________________________
Mike Slavik or successor, Chair
Date of Signature: _____________________
GENERAL NOTES:
1. Escrow coverage has been issued by a company of the issuer named the 
   Escrow Agent. This coverage is subject to the terms and conditions of 
   the Escrow Agreement. The Escrow Agent is responsible for the 
   administration of the Escrow Agreement.
2. The Escrow Agreement contains the terms and conditions that govern 
   the Escrow Agreement. The Escrow Agreement is subject to the terms 
   and conditions of the Escrow Agreement. The Escrow Agent is 
   responsible for the administration of the Escrow Agreement.
3. The Escrow Agreement contains the terms and conditions that govern 
   the Escrow Agreement. The Escrow Agreement is subject to the terms 
   and conditions of the Escrow Agreement. The Escrow Agent is 
   responsible for the administration of the Escrow Agreement.

WARNING:
The contractor shall be responsible for any damages caused by the 
contractor's failure to comply with the terms of the Escrow Agreement. 
The contractor shall be responsible for any damages caused by the 
contractor's failure to comply with the terms of the Escrow Agreement. 

GOVERNING SPECIFICATIONS:

TRAFFIC CONTROL NOTES:

1. The contractor shall be responsible for preparing all construction 
   plans, including traffic control plans, for the project. The plans 
   shall be submitted to the appropriate authority for approval. 
2. The contractor shall be responsible for preparing all construction 
   plans, including traffic control plans, for the project. The plans 
   shall be submitted to the appropriate authority for approval. 
3. The contractor shall be responsible for preparing all construction 
   plans, including traffic control plans, for the project. The plans 
   shall be submitted to the appropriate authority for approval.

EROSION CONTROL NOTES:

1. The contractor shall be responsible for preparing all construction 
   plans, including erosion control plans, for the project. The plans 
   shall be submitted to the appropriate authority for approval.
2. The contractor shall be responsible for preparing all construction 
   plans, including erosion control plans, for the project. The plans 
   shall be submitted to the appropriate authority for approval.
3. The contractor shall be responsible for preparing all construction 
   plans, including erosion control plans, for the project. The plans 
   shall be submitted to the appropriate authority for approval.

HORIZONTAL AND VERTICAL CONTROL:

1. The contractor shall be responsible for preparing all construction 
   plans, including horizontal and vertical control plans, for the 
   project. The plans shall be submitted to the appropriate authority 
   for approval.
2. The contractor shall be responsible for preparing all construction 
   plans, including horizontal and vertical control plans, for the 
   project. The plans shall be submitted to the appropriate authority 
   for approval.

EXISTING SYMBOLS/LINES LEGEND

PROPOSED SYMBOLS/LINES LEGEND

REMOVAL SYMBOLS/LINES LEGEND
EROSION AND SEDIMENT CONTROL PRACTICES

All exposed soil areas must have temporary erosion protection (erosion control blanket, seed) as soon as possible or within 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

CONTRACTOR shall implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion when practical. The normal wetted perimeter of any temporary or permanent drainage ditch that drains water from a construction site, or diverts water around a site must be stabilized within 200 linear feet from the property edge, or from the point of discharge to any surface water. Stabilization must be completed within 24 hours of connecting to a surface water. Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.

The following measures will be taken as sediment control practices in order to minimize sediments from entering surface waters:

1. Installation of flotation silt curtain downstream of bank restueling operations prior to site disturbance. Flotation silt curtain shall be installed as shown on Sheet D-101 and shall be maintained and relocated as operations of bank sloping progress. Flotation silt curtain shall not be relocated until current site is stabilized.

2. Construction of rock construction entrance as shown on Sheet D-101. Rock construction entrance shall be located at the entrance to the access route as shown on Sheet EC-102 to prevent tracking of sediment offsite. Street sweeping of tracked sediment shall be performed as required.

3. Installation of perimeter silt fence in the locations shown on Sheet D-101. Silt fence shall be installed as shown on Sheet D-101.

4. Installation of inlet protection devices in the locations shown on Sheet EC-102 prior to site disturbance. Inlet protection shall be installed as shown on Sheet D-101.

Temporary Sediment Basin

Contractor shall construct and maintain a temporary sedimentation basin within the creek channel upstream of the floating silt curtain. Basin shall be relocated with the flotation silt curtain as required.

Final Stabilization

All areas disturbed by construction will receive seed according to the plans and specifications and within the specified vegetative time schedule.

Final stabilization will occur when the site has a uniform vegetative cover with a density of 70% over the entire disturbed area. All temporary synthetic erosion prevention and sediment control BMPs (such as silt fence) must be removed as part of the site final stabilization. All sediment must be cleaned out of conveyances and temporary sedimentation basins if applicable.

Notice of Termination (NOT) must be submitted within 30 days of final stabilization. Before Termination, revegetation establishment and coverage must meet the permit requirements.

Pollution Prevention Measures

Solid Waste

Solid waste, including but not limited to, collected asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other waste must be disposed of properly and must comply with MPCA disposal requirements.

Hazardous Materials

Hazardous materials, including but not limited to oil, gasoline, paint and any hazardous substance must be properly stored including secondary containments, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal or hazardous waste must be in compliance with MPCA regulations.

Washing of Construction Vehicles

External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.

Concrete Washout Area

The contractor shall use means to ensure turbid discharge from concrete washout is contained and not released to surface waters. Concrete washout shall be offsite.

The following measures will be taken as sediment control practices in order to minimize sediments from entering surface waters:

1. Installation of flotation silt curtain downstream of bank restueling operations prior to site disturbance. Flotation silt curtain shall be installed as shown on Sheet D-101 and shall be maintained and relocated as operations of bank sloping progress. Flotation silt curtain shall not be relocated until current site is stabilized.

2. Construction of rock construction entrance as shown on Sheet D-101. Rock construction entrance shall be located at the entrance to the access route as shown on Sheet EC-102 to prevent tracking of sediment offsite. Street sweeping of tracked sediment shall be performed as required.

3. Installation of perimeter silt fence in the locations shown on Sheet D-101. Silt fence shall be installed as shown on Sheet D-101.

4. Installation of inlet protection devices in the locations shown on Sheet EC-102 prior to site disturbance. Inlet protection shall be installed as shown on Sheet D-101.

Temporary Sediment Basin

Contractor shall construct and maintain a temporary sedimentation basin within the creek channel upstream of the floating silt curtain. Basin shall be relocated with the flotation silt curtain as required.

Final Stabilization

All areas disturbed by construction will receive seed according to the plans and specifications and within the specified vegetative time schedule.

Final stabilization will occur when the site has a uniform vegetative cover with a density of 70% over the entire disturbed area. All temporary synthetic erosion prevention and sediment control BMPs (such as silt fence) must be removed as part of the site final stabilization. All sediment must be cleaned out of conveyances and temporary sedimentation basins if applicable.

Notice of Termination (NOT) must be submitted within 30 days of final stabilization. Before Termination, revegetation establishment and coverage must meet the permit requirements.

Erosion Control Estimated Quantities

Material  Quantity
MADOT Seed Mix 33-262 1198 bags x .75acs = 85 lbs.
Erosion Control Blanket 3905 SY
Stabilization 2 Each
Riprap 480 TON
Floatation Silt Curtain 30 ft
Construction Entrance 1 Each
Biooil 80 LF
Silk Fence 40 LF

IMPAIRED WATERS, SPECIAL WATERS, AND WETLANDS

This Project is not located within 1 mile of a special water. This Project is located within 1 mile of an impaired water (see figure above): Lake Marion impaired for Hg-F. Because of the proximity of the project to an impaired water during construction all exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased. Site disturbance will be kept outside of the wetland buffer so this Project will not impact wetlands.

EROSION CONTROL ESTIMATED QUANTITIES

Material  Quantity
MADOT Seed Mix 33-262 1198 bags x .75acs = 85 lbs.
Erosion Control Blanket 3905 SY
Stabilization 2 Each
Riprap 480 TON
Floatation Silt Curtain 30 ft
Construction Entrance 1 Each
Biooil 80 LF
Silk Fence 40 LF
7f. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the South Creek Stormwater Hydrodynamic Separator in Lakeville

Meeting Date: 1/26/17
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
• Authorization to execute a grant agreement with the BWSR for the South Creek Stormwater Hydrodynamic Separator in the City of Lakeville

SUMMARY
The VRWJPO applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund a project to reduce the amount of sediment from reaching South Creek and the Vermillion River. The BWSR notified the VRWJPO in December 2016 that it had been awarded $116,000 toward implementing the project. Staff asks the Vermillion River Watershed Joint Powers Board (VRWJPB) to authorize the chair to execute a grant agreement with the BWSR to accept the grant for the South Creek Stormwater Hydrodynamic Separator in the City of Lakeville.

South Creek, a tributary to the Vermillion River, is impaired for biota (fish and macroinvertebrates) and E. coli bacteria. The Vermillion River, upstream of Farmington, is impaired for biota, turbidity, dissolved oxygen, and E. coli bacteria. Addressing the amount of sediment within South Creek will help to address the biotic impairment in South Creek as well as the biotic and turbidity impairments in the Vermillion River. Reducing sediment was identified as a strategy in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS). South Creek’s target areas for sediment reduction were the AirLake Industrial Park and downtown Lakeville, as these areas were built years ago and little to no stormwater management exists. A subwatershed assessment was conducted on these target areas, and a hydrodynamic separator at this stormwater outfall was identified as one of the highest priority projects.

A hydrodynamic separator is a mechanical device that is integrated into the storm sewer system that allows for the removal of solids (trash, sediment, etc.). A hydrodynamic separator at this location should annually reduce an average of 7,200 lbs. of sediment and 28 lbs. of phosphorus.

The grant funding will pay for the engineering and a portion of the cost for installation of the hydrodynamic separator, and requires a 25 percent match. The VRWJPO is contributing $50,000 and the City is contributing $50,000 as the local match. The City will provide services for project construction oversight and administration in 2017. The City will provide the long-term maintenance of the hydrodynamic separator, which will require vacuuming the collected solids from it on regular basis. Staff recommends that the VRWJPB authorize the chair to execute a grant agreement with BWSR for the South Creek Stormwater Hydrodynamic Separator in the City of Lakeville.

EXPLANATION OF FISCAL/FTE IMPACT
The VRWJPO 2017 Budget includes $50,000 for the South Creek Hydrodynamic Separator in the Capital Improvement Project category (2170920130).
RESOLUTION

7f. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the South Creek Stormwater Hydrodynamic Separator in Lakeville

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund the installation of a stormwater hydrodynamic separator in the City of Lakeville; and

WHEREAS, the BWSR notified the VRWJPO in December 2016 that it had been awarded $116,000 toward implementing the project; and

WHEREAS, the City and the VRWJPO have been working collaboratively using a subwatershed assessment to identify the most cost-effective stormwater treatment practice for the AirLake Industrial Park and downtown Lakeville areas; and

WHEREAS, a hydrodynamic separator at this location was identified as one of the highest priority projects; and

WHEREAS, the hydrodynamic separator should annually reduce an average of 7,200 lbs. of sediment and 28 lbs. of phosphorus; and

WHEREAS, the VRWJPO will provide $50,000 and the City will provide $50,000 as match toward the grant’s required 25 percent local match; the City will provide project construction oversight and administration and long-term maintenance of the stormwater reuse system; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) allocated $50,000 for the South Creek Hydrodynamic Separator within the VRWJPO 2017 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the chair to execute a Grant Agreement with the BWSR for the South Creek Stormwater Hydrodynamic Separator in an amount not to exceed $116,000; subject to approval by the Dakota County Attorney as to form.

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
7g. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the South Creek Temperature Reduction Project in Lakeville

Meeting Date: 1/26/17
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
- Authorization to execute a grant agreement with the BWSR for the South Creek Temperature Reduction Project in the City of Lakeville

SUMMARY
The VRWJPO applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund a project to reduce the temperature of South Creek. The BWSR notified the VRWJPO in December 2016 that it had been awarded $194,800 toward implementing the project. Staff asks the Vermillion River Watershed Joint Powers Board (VRWJPB) to authorize the chair to execute a grant agreement with the BWSR to accept the grant for the South Creek Temperature Reduction Project in the City of Lakeville.

South Creek, a tributary to the Vermillion River, is impaired for biota (fish and macroinvertebrates) and E. coli bacteria. The Vermillion River, upstream of Farmington, is impaired for biota, turbidity, dissolved oxygen, and E. coli bacteria. Addressing the temperature of South Creek will help to address the biotic impairment in South Creek as well as the biotic impairment in the Vermillion River. Reducing temperature impacts was identified as a strategy in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS). South Creek is flowing through a stormwater pond in the City, which is adding significant amounts of warm stormwater to South Creek.

Based on monitoring data results, separating South Creek from the stormwater pond will reduce summer water temperatures in this reach of South Creek an average of 11° Celsius, up to a maximum of 17° Celsius, and should reduce the amount of sediment delivered to South Creek by the stormwater pond.

The grant funding will pay for the engineering and a portion of the cost for construction of a reinforced berm between South Creek and the stormwater pond and an outlet structure, and requires a 25 percent match. The VRWJPO is contributing $50,000 and the City is contributing $50,000 as the local match. The City will provide services for project construction oversight and administration in 2017. The City will provide the long-term maintenance of the project. Staff recommends that the VRWJPB authorize the chair to execute a grant agreement with BWSR for the South Creek Temperature Reduction Project in the City of Lakeville.

EXPLANATION OF FISCAL/FTE IMPACT
The VRWJPO 2017 Budget includes $50,000 for the South Creek/Golden Pond Restoration in the Capital Improvement Project category (2170920130).
RESOLUTION

7g. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the South Creek Temperature Reduction Project in Lakeville

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund the construction of a temperature reduction project on South Creek in the City of Lakeville; and

WHEREAS, the BWSR notified the VRWJPO in December 2016 that it had been awarded $194,800 toward implementing the project; and

WHEREAS, the City and the VRWJPO have been working collaboratively to identify the most cost-effective temperature reduction practice for a reach of South Creek; and

WHEREAS, South Creek flows through a stormwater pond, which adds significantly warmer, and potentially sediment laden water, to South Creek; and

WHEREAS, a reinforced berm to separate South Creek from the pond was found to be the most cost-effective practice; and

WHEREAS, separating South Creek from the stormwater pond should reduce summer water temperatures in this reach of South Creek an average of 11° Celsius, but up to a maximum of 17° Celsius, and should also reduce the amount of sediment delivered to South Creek by the stormwater pond; and

WHEREAS, the VRWJPO will provide $50,000 and the City will provide $50,000 as match toward the grant’s required 25 percent local match; the City will provide project construction oversight and administration and long-term maintenance of the project; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) allocated $50,000 for the South Creek/Golden Pond Restoration within the VRWJPO 2017 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the chair to execute a Grant Agreement with the BWSR for the South Creek Temperature Reduction Project in an amount not to exceed $194,800; subject to approval by the Dakota County Attorney as to form.

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
7h. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the South Branch Nitrate Treatment Project in Castle Rock Township

Meeting Date: 1/26/17  
Item Type: Regular-Action  
Contact: Mark Ryan  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A  

PURPOSE/ACTION REQUESTED
- Authorization to execute a grant agreement with the BWSR for the South Branch Nitrate Treatment Project in Castle Rock Township

SUMMARY
The VRWJPO applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund a project to reduce the amount of nitrate in the South Branch Vermillion River. The BWSR notified the VRWJPO in December 2016 that it had been awarded $412,200 toward implementing the project. Staff asks the Vermillion River Watershed Joint Powers Board (VRWJPB) to authorize the chair to execute a grant agreement with the BWSR to accept the grant for the South Branch Nitrate Treatment Project in Castle Rock Township.

The South Branch Vermillion River subwatershed is the highest source of nitrate in the Vermillion River Watershed, and a primary source of nitrate in drinking water supplies in the eastern portion of the Watershed. Storing and treating tile water laden with nitrate was identified as a strategy in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS). A perennially flowing channel in the South Branch Vermillion River subwatershed is directly adjacent to County Road 78. Dakota County is planning to reconstruct County Road 78 in 2017, which provided an opportunity to integrate a nitrate treatment project at this location.

A constructed woodchip-enhanced wetland will be constructed and the channel will be directed into the wetland. The biological and chemical processes of the woodchip-enhanced wetland will reduce the amount of nitrate in the water. The water will then be discharged back into the existing channel downstream of the project. The project is estimated to annually reduce 13,600 lbs. of nitrate and 15,200 lbs. of sediment.

The grant funding will be used to pay for bid document preparation, bidding, and a portion of the cost for constructing the constructed wetland, and requires a 25 percent match. The VRWJPO is contributing $50,000 and Dakota County is contributing $78,000 as the local match. The VRWJPO and Dakota County have provided engineering for the project and will provide services for project construction oversight and administration in 2017. Dakota County will provide the long-term maintenance of the project with assistance from the VRWJPO. Staff recommends that the VRWJPB authorize the chair to execute a grant agreement with BWSR for the South Branch Nitrate Treatment Project in Castle Rock Township.

EXPLANATION OF FISCAL/FTE IMPACT
The VRWJPO 2017 Budget includes $50,000 for the County Road 78 Nitrate Reduction Practice in the Capital Improvement Project category (2170920130).
RESOLUTION
7h. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the South Branch Nitrate Treatment Project in Castle Rock Township

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund the construction of a nitrate treatment project on a tributary to the South Branch Vermillion River in Castle Rock Township; and

WHEREAS, the BWSR notified the VRWJPO in December 2016 that it had been awarded $412,200 toward implementing the project; and

WHEREAS, Dakota County and the VRWJPO have been working collaboratively to identify the most cost-effective nitrate treatment project that could be implemented as part of the reconstruction of County Road 78, which is directly adjacent to the tributary to the South Branch Vermillion River; and

WHEREAS, the South Branch Vermillion River subwatershed is the highest source of nitrate in the Vermillion River Watershed, and a primary source of nitrate in drinking water supplies in the eastern portion of the Watershed; and

WHEREAS, a constructed woodchip-enhanced wetland was found to be the most cost-effective practice to reduce nitrate from the tributary; and

WHEREAS, the constructed wetland should annually reduce 13,600 lbs. of nitrate and 15,200 lbs. of sediment from the South Branch Vermillion River subwatershed; and

WHEREAS, the VRWJPO will provide $50,000 and Dakota County will provide $78,000 as match toward the grant’s required 25 percent local match; the County and VRWJPO has provided engineering, and will provide project construction oversight and administration of the project. Dakota County will provide long-term maintenance of the project with the assistance of the VRWJPO; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) allocated $50,000 for the County Road 78 Nitrate Reduction Practice within the VRWJPO 2017 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the chair to execute a Grant Agreement with the BWSR for the South Branch Nitrate Treatment Project in an amount not to exceed $412,200; subject to approval by the Dakota County Attorney as to form.

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
7i. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the Phosphorus Treatment Enhancements Project at County Road 50 in Lakeville

Meeting Date:  1/26/17  
Item Type:  Regular-Action  
Contact:  Mark Ryan  
Telephone:  952-891-7546  
Prepared by:  Travis Thiel  
Reviewed by:  N/A

PURPOSE/ACTION REQUESTED
- Authorization to execute a grant agreement with the BWSR for the Phosphorus Treatment Enhancements Project at County Road 50 in Lakeville

SUMMARY
The VRWJPO applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund a project to reduce the amount of phosphorus reaching Lake Marion in Lakeville. The BWSR notified the VRWJPO in December 2016 that it had been awarded $127,500 toward implementing the project. Staff asks the Vermillion River Watershed Joint Powers Board (VRWJPB) to authorize the chair to execute a grant agreement with the BWSR to accept the grant for the Phosphorus Treatment Enhancements Project at County Road 50 in Lakeville.

Lake Marion is not an impaired water, but is near the water quality standard and has been identified in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) as a water resource to be protected from impairment by reducing phosphorus discharged to the lake. Dakota County is planning to reconstruct County Road 50 in Lakeville in 2017, which provided an opportunity to look for possible stormwater treatment projects to reduce phosphorus discharged to Lake Marion.

A bioretention and iron-enhanced sand filter be constructed to reduce the amount of phosphorus in the stormwater from a portion of the road and a 28-acre neighborhood. The project is estimated to annually reduce 19.7 lbs. of phosphorus, 4,200 lbs. of sediment, and 7.2 acre-feet of water volume.

The grant funding will pay for construction of the practice, and requires a 25 percent match. The VRWJPO is contributing $30,000 and the City of Lakeville will provide $5,000 as local match. Dakota County is contributing engineering services. Dakota County and the VRWJPO will provide project construction oversight and administration. The City of Lakeville will provide the long-term maintenance of the project. Staff recommends that the VRWJPB authorize the chair to execute a grant agreement with BWSR for the Phosphorus Treatment Enhancements at County Road 50 Project in Castle Rock Township.

EXPLANATION OF FISCAL/FTE IMPACT
The VRWJPO 2017 Budget includes $30,000 for the County Road 50 Lake Marion Protection Stormwater Improvements in the Capital Improvement Project category (2170920130).
RESOLUTION

7i. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for the Phosphorus Treatment Enhancements Project at County Road 50 in Lakeville

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund the construction of a stormwater treatment project to reduce phosphorus discharged to Lake Marion in Lakeville as part of the County Road 50 reconstruction project; and

WHEREAS, the BWSR notified the VRWJPO in December 2016 that it had been awarded $127,500 toward implementing the project; and

WHEREAS, Dakota County and the VRWJPO have been working collaboratively to identify a cost-effective phosphorus reduction stormwater practice that could be integrated into the reconstruction of County Road 50; and

WHEREAS, Lake Marion is not an impaired water, but is near the water quality standard and has been identified in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) as a water resource to be protected from impairment by reducing phosphorus discharged to the lake; and

WHEREAS, a bioretention and iron-enhanced sand filter will be constructed to reduce the amount of phosphorus in the stormwater from a portion of the road and a 28-acre neighborhood; and

WHEREAS, the bioretention and iron-enhanced sand filter should annually reduce 19.7 lbs. of phosphorus, 4,200 lbs. of sediment, and 7.2 acre-feet of water volume from reaching Lake Marion; and

WHEREAS, the VRWJPO will provide $30,000 and the City of Lakeville will provide $5,000 as local match. Dakota County is contributing engineering services. Dakota County and the VRWJPO will provide project construction oversight and administration. The City of Lakeville will provide the long-term maintenance of the project; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) allocated $30,000 for the County Road 50 Lake Marion Protection Stormwater Improvements within the VRWJPO 2017 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the chair to execute a Grant Agreement with the BWSR for the Phosphorus Treatment Enhancements Project at County Road 50 in an amount not to exceed $127,500; subject to approval by the Dakota County Attorney as to form.
7. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for Alimagnet Lake Stormwater Improvement Projects

Meeting Date: 1/26/17  
Item Type: Regular-Action  
Contact: Mark Ryan  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A  

PURPOSE/ACTION REQUESTED
- Authorization to execute a grant agreement with the BWSR for Alimagnet Lake Stormwater Improvement Projects in Burnsville

SUMMARY
The VRWJPO applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund two projects to reduce the amount of phosphorus reaching Alimagnet Lake in Burnsville. The BWSR notified the VRWJPO in December 2016 that it had been awarded $205,300 toward implementing the project. Staff asks the Vermillion River Watershed Joint Powers Board (VRWJPB) to authorize the chair to execute a grant agreement with the BWSR to accept the grant for the Alimagnet Lake Stormwater Improvement Projects in Burnsville.

Alimagnet Lake is a nutrient-impaired (phosphorus) lake that is split by Burnsville and Apple Valley. Restoration strategies aimed at reducing the phosphorus load to the lake were identified in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS). To aid in reducing phosphorus loads, the VRWJPO conducted a subwatershed assessment to identify and evaluate potential practices to cost-effectively reduce the amount of external phosphorus load reaching Alimagnet Lake. The two projects in the grant application ranked very high in cost-effectiveness.

Two iron-enhanced sand filter benches will be retrofit on existing regional stormwater ponds. The two ponds, LA2-A and LA3-A, capture stormwater from large portions of the subwatershed draining to the lake and will be an effective location for phosphorus treatment. The iron-enhanced sand filter bench on pond LA2-A is estimated to annually reduce 16.1 lbs. of phosphorus, and the iron-enhanced sand filter bench on pond LA3-A is estimated to annually reduce 12.7 lbs. of phosphorus, cumulatively reducing phosphorus by 28.8 lbs.

The grant funding will pay for the final engineering and construction of the practices, and requires a 25 percent match. The VRWJPO is contributing $75,000 and the City of Burnsville will provide $113,850 as local match. The City of Burnsville and the VRWJPO will provide project construction oversight and administration and the City will provide the long-term maintenance of the project. Staff recommends that the VRWJPB authorize the chair to execute a grant agreement with BWSR for the Alimagnet Lake Stormwater Improvement Projects in Burnsville.

EXPLANATION OF FISCAL/FTE IMPACT
The VRWJPO 2017 Budget includes $75,000 for the Alimagnet Stormwater Improvement Projects in the Capital Improvement Project category (2170920130).
RESOLUTION

7j. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources (BWSR) for Alimagnet Lake Stormwater Improvement Projects

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for a Clean Water Fund grant from the Board of Water and Soil Resources (BWSR) in 2016 to fund the construction of two stormwater treatment projects to reduce phosphorus discharged to Alimagnet Lake in Burnsville; and

WHEREAS, the BWSR notified the VRWJPO in December 2016 that it had been awarded $205,300 toward implementing the project; and

WHEREAS, the City of Burnsville and the VRWJPO have been working collaboratively to identify cost-effective phosphorus reduction stormwater practices that drain to Alimagnet Lake; and

WHEREAS, Alimagnet Lake is a nutrient-impaired water (phosphorus) and strategies to reduce phosphorus loads have been identified in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS); and

WHEREAS, the VRWJPO conducted a subwatershed assessment for the area draining the Alimagnet Lake to identify the most cost-effective practices to implement; and

WHEREAS, two iron-enhanced sand filter benches were identified in the subwatershed assessment as very high ranking projects for implementation on regional stormwater ponds LA2-A and LA3-A; and

WHEREAS, the iron-enhanced sand filter bench on pond LA2-A is estimated to annually reduce 16.1 lbs. of phosphorus, and the iron-enhanced sand filter bench on pond LA3-A is estimated to annually reduce 12.7 lbs. of phosphorus, cumulatively reducing phosphorus by 28.8 lbs; and

WHEREAS, the VRWJPO will provide $75,000 and the City of Burnsville will provide $113,850 as local match. City of Burnsville and VRWJPO staff will provide project construction oversight and administration and the City will provide the long-term maintenance of the project; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) allocated $75,000 for the Alimagnet Lake Stormwater Improvement Projects within the VRWJPO 2017 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes the chair to execute a Grant Agreement with the BWSR for the Alimagnet Lake Stormwater Improvement Projects in an amount not to exceed $205,300; subject to approval by the Dakota County Attorney as to form.

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