



Agenda

Vermillion River Watershed Joint Powers Board Meeting
 July 28, 2022, 1 p.m., in-person and teleconference via Zoom

- | | | |
|--|-------------|---------|
| 1. Call to Order | | |
| 2. Roll Call | | |
| 3. Audience Comments on Items Not on the Agenda
<i>(please limit audience comments to five minutes)</i> | | |
| 4. Consent Agenda | Action | |
| a. Approval of Agenda | | Page 1 |
| b. Approval of Minutes from the June 23, 2022, Meeting | | Page 3 |
| c. Acceptance of Treasurer’s Report | | Page 9 |
| d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for Irrigation System Audits and Improvements | | Page 10 |
| e. Authorization to Execute a Joint Powers Agreement with the City of Rosemount for Irrigation System Audits and Improvements | | Page 19 |
| f. Authorization to Execute a Joint Powers Agreement with the City of Apple Valley for Irrigation System Audits and Improvements | | Page 28 |
| g. Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2023 Budget and Watershed Management Tax District Levy | | Page 37 |
| 5. Approval of Expenses | Action | Page 40 |
| 6. Business Items | | |
| a. Minnesota Board of Water and Soil Resources Performance Review and Assistance Program | Information | Page 41 |
| b. Authorization to Release Vermillion River Watershed Joint Powers Organization Watershed Management Plan Amendment to Plan Review Authorities for 30-day Review and Comment Period | Action | Page 45 |
| c. Presentation and Discussion on Proposed VRWJPO 2023 Draft Budget and Watershed Management Tax District Levy | Information | Page 70 |
| 6. Staff Reports | | |
| 7. Adjourn | Action | |



Please note, the July 28, 2022 Vermillion River Watershed Joint Powers Board meeting will take place **in-person** in Conference Room A at the Extension and Conservation Center, 4100 220th Street West, Farmington Minnesota **and via teleconference** on the web-based application, Zoom.

Please click the link below to join the webinar:

<https://dakotacountymn.zoom.us/j/91896496261?pwd=R2NsbVdQbGxwWmdHd0YzTHdiN0xvUT09>

Passcode: 455610

Or One tap mobile :

US: +16513728299,,91896496261#,,,,*455610#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 918 9649 6261

Passcode: 455610

International numbers available: <https://dakotacountymn.zoom.us/u/aDCLUR14o>

Other Information

Next Meeting Date: **August 25, 2022**, at 1 p.m.

You will be notified if the meeting is cancelled due to an anticipated lack of quorum.



Meeting Minutes

Vermillion River Watershed Joint Powers Board Meeting

June 23, 2022, 1 p.m., In-person and Teleconference using Zoom

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

Janssen Hang, Hmong American Farmers Association via teleconference

Georg Fischer, Dakota County, Physical Development Division Director

Ashley Gallagher, Dakota County SWCD, Resource Conservationist

Mark Zabel, Dakota County, VRWJPO Administrator

Melissa Bokman-Ermer, Scott County, Watershed Co-administrator

Travis Thiel, Dakota County, VRWJPO Senior Watershed Specialist

Mark Ryan, Dakota County, VRWJPO Watershed Engineer

Brita Moore-Kutz, Dakota County, VRWJPO Communications and Outreach Specialist

Paula Liepold, Dakota County, Water Resources Education Specialist

Paul Beaumaster, Dakota County, Assistant County Attorney via teleconference

1. Call to Order

Meeting was called to order at 1:02 p.m.

2. Roll Call

Commissioners Slavik, Holberg, and Wolf were in attendance.

3. Audience Comments on Items Not on the Agenda

There were no comments from the audience.

4. Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the April 28, 2022, meeting
- c. Acceptance of Treasurer's Report

Res. No. VRW 22-10: Motion by Commissioner Holberg, Second by Commissioner Slavik and passed on a 3-0 vote to approve the consent agenda.

5. Approval of Expenses

Mark Zabel presented the current expenses for approval as shown on item 5.

Res. No. VRW 22-11: Motion by Commissioner Holberg, Second by Commissioner Wolf and passed on a 3-0 vote to approve the expenses totaling \$120,036.30 incurred between April 13, 2022 and June 12, 2022.

Business Items

6a. Report on Measurable Outcomes as Identified in the 2016-2025 Vermillion River Watershed Management Plan

Mark Zabel introduced the topic and noted that an Executive Summary of the Measurable Outcomes Report was provided and that the full report is available.

Brita Moore-Kutz provided highlights of the Measurable Outcomes Report to the Board members. The current report updates data from the last two years into comprehensive assessments of progress and trends. Brita noted significant increases in website visits and social media. Commissioner Slavik noted that the Measurable Outcomes Report is directed to the Board and is available to the public. Commissioner Slavik asked if there is anything associated with the report that is required by any of our other partners. Mark Zabel noted that the 2016-2025 Vermillion River Watershed Management Plan identified a set of Measurable Outcomes included as a section of the Plan. The Measurable Outcomes section of the Plan provided a list of outcomes but did not specifically identify the data or criteria to be measured. After Plan adoption staff identified data elements that could be collected and reported. The Measurable Outcomes Report provides the means of updating and reporting on the outcomes for which measures have been identified. This provides the “so what” of our activities.

6b. Approval to Award Contract to Minnesota Dirt Works for Almquist Sediment Basin Restoration Project.

Mark Ryan introduced the item. The project is restoring functionality to old sediment basins that were constructed years ago. The project is funded, in part, through grant funds through the Watershed Based Implementation Fund. \$59,000 is provided through the grant and \$26,000 is provided through VRWJPO match. Four quotes were received on the project, Minnesota Dirt Works was the low quote. Mark Ryan pointed out that the Request for Board Action includes authorization to allow the Administrator to execute the contract. This request allows for finalization of work with the landowner on a maintenance agreement. The contract will be executed after the maintenance agreement is finalized and signed. Commissioner Slavik asked if this involves a single landowner or multiple landowners. Mark Ryan responded that one basin is right on a property line and that because of the location, it involves access agreements with two landowners, but a maintenance agreement with only one of those landowners. The maintenance agreement is a requirement of the grant funding to ensure that the practice remains in place and operational for its expected design life. Commissioner Holberg asked if there is a remedy for a failure to maintain. Mark Ryan commented that remedy would be determined in the event of a maintenance issue.

Res. No. VRW 22-12: Motion by Commissioner Holberg, Second by Commissioner Wolf and passed on a 3-0 vote to approve authorization to award a contract to Minnesota Dirt Works for the Almquist Sediment Basin Restoration Project.

6c. Strategic Planning for 2022

Mark Zabel introduced Ashley Gallagher of the Dakota County Soil and Water Conservation District as the facilitator. Mark Zabel covered the mission statement of the VRWJPO as it appears in the 2016-2025 Watershed Management Plan. Commissioner Holberg asked when the mission statement was adopted. Zabel responded that the mission statement was adopted as part of the development of the 2016-2025 Management Plan. The statement itself was adopted in 2015. The Plan identifies seven essential functions. These essential functions are also used in budgeting and reporting as a means for organizing our information. Another action taken with the 2016-2025 Watershed Management Plan was to begin to organize and focus on the subwatershed level. The Plan includes a prioritization of a targeted level of effort for each subwatershed. This doesn't imply how things are implemented, as much of our implementation activity is based on opportunity, but it does indicate a desired level of effort. The areas in the upper parts of the watershed are generally prioritized at a higher level in comparison to areas downstream with the idea that actions taken in the upstream areas will provide benefits downstream.

Ashley asked for the Board's priorities. Mark Zabel noted that the Board went through a strategic planning process in 2019 and the slides for this part of the session are the same as used at that session. The Commissioners provided comments identifying clean water, leveraging outside funding, not burdening taxpayers, getting results for our efforts, getting return on investment, leveraging people to engage voluntarily in addressing issues, being aware and flexible in addressing the economic environment, as priorities.

The next question asked if there are areas that require more, or less, focus. Commissioners noted the lack of resident interest to serve on the Watershed Planning Commission as a problem that needs attention. Commissioners also hope to retain a focus on getting projects implemented, streamlining procedures to allow greater direct action, continued improvements in outreach – telling our story, and getting acknowledgement from partners extending our positive profile.

The next question asked about communication with the Board. Commissioners referenced regular email reports that are provided by staff as being helpful. Commissioners also commented that they appreciate being informed early as to scheduled events so that they are both aware and can provide support. Commissioners were comfortable with direct email notices from staff for updates and events.

The next question asked about the strengths of the VRWJPO. What do we do well? Commissioners commented that the VRWJPO has been successful at accessing a lot of outside money for the organization. Mark Zabel commented that staff have always strived to be as transparent as possible in all our business and activities. Commissioners reiterated that one of our strengths is reflected in our recent communication activities. Commissioners noted that City and Township officials have expressed a high regard for VRWJPO staff actions and collaboration.

The next question asked what VRWJPO projects or programs have been successful and why. Commissioners identified water conservation projects, in particular the irrigation audit program and stormwater reuse projects, as successes. Of note is that since the inception of the irrigation audit and cost-share program with the City of Lakeville, the cities of Apple Valley and Rosemount have also partnered in the program. Commissioners also mentioned the wetland bank as a success. Commissioners commented that stories of people engaging in activities like tree planting or putting in raingardens is a success showing positive actions taken voluntarily in partnership with the VRWJPO.

The next question was on weaknesses or things that we do not do well and need strengthening. Commissioners felt that most people aren't aware of the VRWJPO or what we do. Commissioners also

would like to see more engagement with city councils and township supervisors reporting local activities done in partnership – a concise presentation. Commissioners would like to see more attendance at our watershed tour.

The next question was on what projects or programs are unsuccessful. Projects need to set clear expectations at their outset, and Commissioner Holberg brought up a project example with the Minnesota Zoo that struggled with expectations and goals.. Our volunteer developments to date have not been up to expectations of Commissioners. The investments of money and time have not brought about the desired results.

The next question addressed opportunities, asking what success looks like for the VRWJPO. It was suggested that volunteer opportunities could be developed and “prepackaged” to attract opportunities for organizations or corporations interested in involvement to “sign on.” Tell our stories in a manner that is understandable by the public.

There was a question from a representative of the Hmong American Farmers Association about VRWJPO involvement in development and design of an interchange at U.S. Highway 52 and County Road 66. Travis said he and Mark Ryan have been involved with the Dakota County Transportation Department in review of preliminary plans for this interchange providing input on how certain environmental impacts might be measured. Doug Abere of the Dakota County Transportation Department is the lead on the evaluation of this project.

The next question was regarding what threats or challenges might be encountered by the VRWJPO over the next five years. Commissioners commented that inflation and other economic conditions may impact planning and operations. The possibility of drought or impacts due to extreme weather events is a consideration. Growth and development are continuing trends. How do we mitigate these threats? Planning and budgeting considerations need to consider the emerging economic environment. Developing water storage opportunities in the watershed will provide a means to reduce peak flows that could result from higher levels of runoff from severe storms or snowmelt events. Access federal grant dollars that align with the needs of the watershed.

Focus on communications.

- What are the goals of communications and outreach? We want people to know who we are. Do engagement with local policy makers. Share our positive stories with the public. Get credit for our investments.
- How can we best reach people in the watershed? Through existing structures. Use the Board Members to greater advantage.
- What needs attention from staff? Identify the opportunities with policy makers. Looking for communication opportunities within the watershed – city newsletter, content provided through other external outlets. Are we better off today than 10 or 20 years ago.
- Suggestion for a tri-fold brochure that could be put in local display racks.
- Suggestion for clean up events. Also there was a suggestion to get press/media coverage at such events.

Focus on Capital Improvement Planning

Mark Ryan provided a current draft 5-year CIP plan and a handout showing what has been spent on project implementation. \$5.6M has been spent overall on project implementation for the 2016-2025 planning cycle to date. Of that \$5.6M, the VRWJPO has spent about \$1.4M of its own money on project implementation. Within the 2016-2025 Plan, the target for implementation over the ten-year life of the Plan is a total of \$2.2M. Thus, the current CIP implementation to date has exceeded Plan expectations by \$3.4M. Current CIP planning for the remaining life of the Plan contains expected expenditures of another \$4.8M, of which VRWJPO funds may be up to \$1.2M. The amounts planned for expenditure by subwatershed also exceed planned spending, except in the Upper Mainstem (Headwaters) area. Project opportunities have not emerged in that area in part due to not having project partners come forward. Further assessment may identify project opportunities and hopefully implementation with willing landowners. We have built up some CIP reserve money over the past couple of years. CIP reserves could be applied to future CIP projects that require a greater share of VRWJPO participation when a project is not funded largely through a grant funded revenue source. The East Lake Fish Barrier project, which did not receive a grant applied for in 2021 was discussed as an example where funding from the VRWJPO could be applied as a greater share of the total cost. Commissioner Holberg reiterated that this document should have more indication that it is a “draft” document for planning purposes.

Staff Reports

Travis Thiel

Travis prepared a report on the Irrigation Audit and Cost-share Program as requested at the previous Board meeting. Travis walked through highlights of a written report for the Commissioners. The report shows comparisons of water use by participating partners previous to audits and after implementing improvements. There are reductions in use at all locations except one. Reductions based on cost of water (city rates) show a return on investment of approximately 1,000%; for every dollar spent, there is a savings of approximately \$11 due to reduced water use. It should be noted that the City had identified the largest water users first and so this result must be tempered as it is not likely typical of what may be expected for others. Travis also did an analysis based on water use comparison with watering needs to maintain turfgrass. This analysis clearly shows that improvements implemented addressing irrigation audits reduced water use to the maintenance needs of the targeted landscape. Commissioner Holberg asked if this program is being replicated elsewhere. Travis noted that similar programs target audits and improvements to homeowners. These programs may not match the VRWJPO program as a cost-share program, but they do incentivize water use reductions. Mark Zabel commented that another area that the VRWJPO has not yet explored is the reuse of stormwater to provide irrigation water in surrounding neighborhoods. Travis commented that cost of water has been relatively low and so there has not been great interest in these types of systems. As cost of water rises, it provides incentive for interest in these types of projects and practices.

Melissa Bokman-Ermer

Melissa reported that some progress is being made on narrowing down hot spots within the upper watershed for high bacteria counts. More targeted sampling has been done which has provided more information about where high counts are occurring and narrowing the focus to where sources may be located.

Adjourn

Motion by Commissioner Wolf, Second by Commissioner Holberg and passed on a 3-0 vote to adjourn the meeting at 3:05 p.m.

Next Meeting Date: Thursday, July 28, 2022, at 1 p.m. in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220th Street West, Farmington, MN.

Respectfully submitted by

Mark Zabel
Administrator for the Vermillion River Watershed Joint Powers Organization

Attest

Commissioner

Secretary/ Treasurer

Date



2022 Vermillion River Watershed Joint Powers Organization Treasurer's Report

July 2022 - Vermillion River Watershed Joint Powers Board Meeting

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
A. Administration & Operations (217002-0000)	\$ 240,500.00	\$ 70,111.49	\$ 14,318.32	\$ 156,070.19
B. Research & Planning (217002-0130)	\$ 18,600.00	\$ 12,695.02	\$ 2,103.60	\$ 3,801.38
C. Monitoring & Assessment (217002-0230)	\$ 157,400.00	\$ 17,501.82	\$ 7,117.79	\$ 132,780.39
D. Public Communications & Outreach (217002-0330)	\$ 166,150.00	\$ 61,025.10	\$ 7,960.07	\$ 97,164.83
E. Irrigation and Audit (217002-0431)	\$ 20,000.00	\$ 30,450.00	\$ 1,624.86	\$ (12,074.86)
F. Regulation (217002-0530)	\$ 55,900.00	\$ 16,120.96	\$ 3,004.14	\$ 36,774.90
G. Coordination & Collaboration (217002-0531)	\$ 42,600.00	\$ 9,643.37	\$ 600.42	\$ 32,356.21
H. Feasibility/Preliminary Studies (217002-0631)	\$ 220,000.00	\$ 41,238.05	\$ 5,723.03	\$ 173,038.92
I. Capital Improvement Projects (217092-0130)	\$ 491,850.00	\$ 22,229.26	\$ 11,599.34	\$ 458,021.40
J. FY2019 - Watershed Funding Grant (217002-0848)	\$ 17,700.00	\$ 3,852.21	\$ 474.49	\$ 13,373.30
K. CWF Grant - Middle Creek Restoration (217002-0852)	\$ -	\$ 81.06	\$ -	\$ (81.06)
L. WBIF Grant (BWSR) 2020-2023 North Creek Stabilization (217002-0853)	\$ 387,500.00	\$ -	\$ -	\$ 387,500.00
M. WBIF Grant 2020-2023 Farmington Direct Drainage (217002-0854)	\$ 30,030.00	\$ -	\$ -	\$ 30,030.00
N. WBIF Grant (BWSR) 2020-2023 Hastings Direct Drainage (217002-0855)	\$ 30,030.00	\$ -	\$ -	\$ 30,030.00
O. WBIF Grant (BWSR) 2020-2023 Ravenna Basins Restoration (217002-0856)	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00
P. WBIF Grant (BWSR) 2020-2023 Rosemount Anti-Icing (217002-0857)	\$ -	\$ -	\$ -	\$ -
Q. CWF Grant - (BWSR) Foxborough TSS (217002-0859)	\$ 203,250.00	\$ -	\$ 121.58	\$ 203,128.42
R. CWF Grant - (BWSR) Ravenna Trail (217002-0860)	\$ 297,500.00	\$ -	\$ -	\$ 297,500.00
S. Wetland Bank (217002-0930)	\$ 117,216.00	\$ 500.00	\$ -	\$ 116,716.00
VRW JPO Revised Budget Expense TOTAL	\$ 2,581,226.00	\$ 285,448.34	\$ 54,647.64	\$ 2,241,130.02

Budget Funding Sources

Scott County Levy	\$ 32,500.00
Dakota County Levy	\$ 967,500.00
Expected 2019 Carryover (Fund Balance)	\$ 686,000.00
Special Use Permit	\$ 1,000.00
CWF Grant (BWSR)	\$ 420,750.00
2019-2021 CWF Grant 1W1P (BWSR)	\$ -
2020-2023 CWF Grant WBIF (BWSR)	\$ 243,600.00
Met Council Grant	\$ -
CIP Reserve	\$ 246,000.00
CIP Reserve Grant Match	\$ 84,000.00
Investment Earnings	\$ 12,000.00
Total	\$ 2,693,350.00

4d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for Irrigation System Audits and Improvements

Meeting Date: 7/28/2022
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel



PURPOSE/ACTION REQUESTED

- Authorization to execute a Joint Powers Agreement with the City of Lakeville for irrigation system audits and Improvements

SUMMARY

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff is requesting the execution of a Joint Powers Agreement (JPA) with the City of Lakeville to continue implementing irrigation system audits and improvements.

Since 2018, the VRWJPO and City of Lakeville collaboratively implemented a program that performed irrigation system audits at townhome and homeowner associations (Associations) to identify ways to improve water efficiency, decrease groundwater use, and potentially reduce water bills. Excessive groundwater use within the watershed affects the amount of groundwater available for residential, business/industrial, and agricultural uses. Excessive groundwater usage also impacts aquatic organisms and habitat within the watershed. A growing population will increase the demand for groundwater and the infrastructure needed to supply it to watershed residents. To achieve the VRWJPO Watershed Plan’s goal of maintaining a sustainable water supply, projects that conserve water are needed to ensure adequate water supply for the growing population.

Lawn maintenance and landscaping are the most consistent discretionary water uses in urban settings. By continuing to perform irrigation system audits and subsequent improvements, VRWJPO and City of Lakeville staff will help Associations achieve significant water savings, which will result in reduced costs and a sustainable water supply.

The City of Lakeville applied for and received a \$43,000 Metropolitan Council Water Efficiency grant to help offset costs of an audit and improvement program through June 2024. The grant requires a 20-percent local match, and the VRWJPO and City have agreed to split the required costs over the course of the grant, up to a maximum of \$4,300 each. The VRWJPO has allocated \$20,000 its 2022 Budget for audits and improvements within the Vermillion River Watershed, which will serve as local match for 2022 expenses. Additional budget allocations and would be required to provide local match as part of the VRWJPO’s 2023 and 2024 Budgets.

The program will provide irrigation system audits at a subsidized rate of \$50 per Association. After an audit has been completed, the Associations are eligible for installation/implementation of recommended improvements identified in the audit which will result in significant water savings. VRWJPO cost participation is limited to Associations within the watershed. The VRWJPO will serve as the irrigation audit and improvement coordinator and upon invoicing will receive reimbursement from the City for the City’s portion of the cost and its Metropolitan Council’s grant contribution.

RECOMMENDATION

Staff is recommending the execution of the JPA with the City of Lakeville for irrigation system audits and improvements for a cost not to exceed \$47,300.

EXPLANATION OF FISCAL/FTE IMPACT

The VRWJPO would provide up to \$4,300 through June 2024 as its portion of local match toward the Metropolitan Council grant.

Supporting Documents:

Attachment A – Joint Powers Agreement with Lakeville for Irrigation System Audits and Improvements

Previous Board Action(s):

RESOLUTION

4d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for Irrigation System Audits and Improvements

WHEREAS, since 2018, the Vermillion River Watershed Joint Power Organization (VRWJPO) and City of Lakeville collaboratively implemented a program that performed irrigation system audits and improvements to improve water efficiency, decrease groundwater use, and save residents money on their water bills; and

WHEREAS, excessive groundwater use within the watershed affects the amount of groundwater available for other residents, businesses, agricultural production, and industries; and

WHEREAS, many of the watershed’s water resources also rely on groundwater to sustain their volume and provide adequate habitat for aquatic organisms; and

WHEREAS, a growing population and continued investments in infrastructure is needed to supply the population with water; and

WHEREAS, the VRWJPO has identified the goal of maintaining a sustainable water supply and various objectives and tasks to address this goal within the VRWJPO’s Watershed Management Plan; and

WHEREAS, the most consistent discretionary water use in urban settings is for lawn maintenance and landscaping; and

WHEREAS, performing irrigation system audits and improvements will reduce water use has been identified as an effective means to address VRWJPO and City water supply goals, objectives, and actions; and

WHEREAS, targeting townhome and homeowner associations’ (Associations) irrigation systems is effective since most of these associations have centrally controlled irrigation systems where improvements made can result in larger water savings; and

WHEREAS, the City applied for and obtained a \$43,000 Metropolitan Council Water Efficiency grant to help offset the costs of an audit and improvement program through June 2024; and

WHEREAS, the grant requires a 20-percent local match, and the VRWJPO and City have agreed to split the match costs; and

WHEREAS, the VRWJPO has allocated \$20,000 in its 2022 Budget for irrigation system audits and improvements throughout the Vermillion River Watershed and would be required to provide local match as part of the VRWJPO’s 2023 and 2024 Budgets.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Joint Powers Agreement with the City of Lakeville in an amount not to exceed \$47,300 for irrigation system audits and improvements; subject to approval as to form by the Dakota County Attorney’s Office.

**JOINT POWERS AGREEMENT FOR
IRRIGATION SYSTEM AUDIT AND IMPROVEMENT PROGRAM
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE CITY OF LAKEVILLE**

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 (the “VRWJPO”), governed by the Vermillion River Watershed Joint Powers Board (the “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 (the “City”) is a Minnesota municipal corporation and political subdivision of the State of Minnesota; and

WHEREAS, many lakes, streams, and wetlands in the VRWJPO rely on groundwater to sustain their volume and support recreation and biological populations; and

WHEREAS, residents, businesses, agriculture, and industries rely almost solely on groundwater for their various needs; and

WHEREAS, modeling by the Metropolitan Council shows that continued development of groundwater sources to meet future demands will have an adverse effect on resources, and conversely shows benefit to regional aquifers if demand on groundwater is reduced; and

WHEREAS, due to population growth, continued investments in infrastructure are needed to reliably supply water; and

WHEREAS, maintaining a sustainable water supply is a goal of the VRWJPO’s Watershed Management Plan; and

WHEREAS, the City wishes to provide information and promote activities that protect the source water aquifers within the City’s Wellhead Protection Plan; and

WHEREAS, the most consistent discretionary water use in urban settings is for lawn maintenance and landscaping; and

WHEREAS, in the Twin Cities Metropolitan Area, approximately 20 percent of treated drinking water is used outdoors; and

WHEREAS, performing irrigation system audits and improvements (the “Projects”) has been identified as an effective means to address VRWJPO and City water supply goals, objectives, and actions; and

WHEREAS, targeting townhome and homeowner association’s (“Association”) irrigation systems is effective due to the centrally-controlled irrigation system used by most Associations where improvements can result in greater water savings; and

WHEREAS, the City was awarded a Metropolitan Council’s 2022-2024 Water Efficiency Grant Program (the “Grant”); and

WHEREAS, the City will use the Grant and local funding, combined with VRWJPO funding, to pay for Projects; and

WHEREAS, each Association will be required to pay \$50 directly to the VRWJPO for the cost of the audits and a minimum of 25% for the costs for improvements; and

WHEREAS, the VRWJPO and the City have agreed to split the cost of Projects after applying the Associations' \$50 contribution and Grant funding; and

WHEREAS, the VRWJPO will hire the contractor necessary to perform the audits; and

WHEREAS, the City will coordinate audit contractor scheduling, reporting, and be the liaison with participant Associations; and

WHEREAS, the Associations will hire a contractor to perform system improvements and will provide documentation verifying improvements were made; and

WHEREAS, the VRWJPO will serve as fiscal agent for the Projects and will provide the Associations with reimbursement for eligible system improvements after verifying submitted documentation.

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

ARTICLE 1 PURPOSE

The purpose of this Agreement is to define the Project responsibilities and cost-sharing obligations of the parties.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and the 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 June 30, 2024, 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 VRWJPO and the City 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 BY CITY**

- 5.1** The VRWJPO will administer all contracts and act as the paying agent for all payments to any contractors and Associations.
- 5.2** The City will reimburse the VRWJPO with Project-related activities up to \$30,000 from City funding and \$43,000 from Grant funding for Project-related activities occurring between the date of JPA execution and the JPA term end date. The VRWJPO's maximum eligible reimbursement amount from the City is \$73,000.
- 5.3** The VRWJPO will provide up to \$22,500 in funding for Project-related activities occurring between the date of JPA execution and the JPA term end date.
- 5.4** Upon confirmation of VRWJPO payment to any contractors or Associations, the City shall reimburse the VRWJPO for Project-related costs.
- 5.5** The City may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim.
- 5.6** VRWJPO shall repay to the City any overpayment, disallowed claim, or costs not authorized in Section 6.1.
- 5.7** The VRWJPO will comply with all applicable requirements of the Grant in administering the contracts and issuing payments to any contractors and Associations.

**ARTICLE 6
GENERAL OBLIGATIONS**

- 6.1 AUTHORIZED PURPOSE.** The funds provided under the terms of this Agreement may only be used by the VRWJPO for the payment of costs directly related to the Project and must be consistent with the terms of the grant.
- 6.2 COMPLIANCE WITH LAWS/STANDARDS.** The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in implementing the Project, including obtaining all necessary permits to implement the Project.
- 6.3 PUBLICITY.** The parties may take and disclose photographs of Project sites for use in publications or promotional material or on its website to highlight the VRWJPO's or the City's programs. Each party shall appropriately acknowledge the funding provided by the other party 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. 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. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS**

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

TO THE VRWJPO: Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers
Organization 4100 220th St. W, Suite 103
Farmington, MN 55024

TO THE CITY: Justin Miller, City Administrator, or successor
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

In addition, notification to the VRWJPO regarding termination of this Agreement by the City 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: Kelly Perrine, Environmental Resources Specialist
Telephone: (952) 985-4524
Email: kperrine@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, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, 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' prior written notice of its intent to terminate the Agreement to the other party. Either party may terminate this Agreement for any reason by giving 30 days' prior written notice of its intent to terminate to the other party. Any 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 immediately by either party in the event of a violation of any of the terms of this Agreement. 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 CITY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the City 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. The City is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding. The City will pay for expenses incurred by the VRWJPO up to any notice of termination of work on the Project.

**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 any dispute arising under this Agreement shall take place 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 parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City or the VRWJPO.

**ARTICLE 15
SURVIVABILITY**

The provisions of sections 6.3 (Publicity), 7 (Indemnification), and 14 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 16
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 outside the defaulting party's reasonable control may include, but are not limited to, acts of God or nature, 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 _____
Ann Orlofsky, City Clerk
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

By _____
Mike Slavik or successor, Chair
Date of Signature _____

APPROVED AS TO
FORM:

Assistant Dakota County Attorney/Date
KS-XX

4e. Authorization to Execute a Joint Powers Agreement with the City of Rosemount for Irrigation System Audits and Improvements

Meeting Date: 7/28/2022
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel



PURPOSE/ACTION REQUESTED

- Authorization to execute a Joint Powers Agreement with the City of Rosemount for irrigation system audits and Improvements

SUMMARY

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff is requesting the execution of a Joint Powers Agreement (JPA) with the City of Rosemount to continue implementing irrigation system audits and improvements.

Since 2020, the VRWJPO and City of Rosemount collaboratively implemented a program that performed irrigation system audits at townhome and homeowner associations (Associations) to identify ways to improve water efficiency, decrease groundwater use, and potentially reduce water bills. Excessive groundwater use within the watershed affects the amount of groundwater available for residential, business/industrial, and agricultural uses. Excessive groundwater usage also impacts aquatic organisms and habitat within the watershed. A growing population will increase the demand for groundwater and the infrastructure needed to supply it to watershed residents. To achieve the VRWJPO Watershed Plan’s goal of maintaining a sustainable water supply, projects that conserve water are needed to ensure adequate water supply for the growing population.

Lawn maintenance and landscaping are the most consistent discretionary water uses in urban settings. By continuing to perform irrigation system audits and subsequent improvements, VRWJPO and City of Rosemount staff will help Associations achieve significant water savings, which will result in reduced costs and a sustainable water supply.

The City of Rosemount applied for and received a Metropolitan Council Water Efficiency grant, with \$22,800 to help offset costs of an audit and improvement program through June 2024. The grant requires a 20-percent local match, and the VRWJPO and City have agreed to split the required costs over the course of the grant, up to a maximum of \$2,700 each with Associations contributing the remaining amount. The VRWJPO has allocated \$20,000 its 2022 Budget for audits and improvements within the Vermillion River Watershed, which will serve as local match for 2022 expenses. Additional budget allocations and would be required to provide local match as part of the VRWJPO’s 2023 and 2024 Budgets.

The program will provide irrigation system audits at a subsidized rate of \$50 per Association. After an audit has been completed, the Associations are eligible for installation/implementation of recommended improvements identified in the audit which will result in significant water savings. The VRWJPO will serve as the irrigation audit and improvement coordinator and upon invoicing will receive reimbursement from the City for the City’s portion of the cost and its Metropolitan Council’s grant contribution.

RECOMMENDATION

Staff is recommending the execution of the JPA with the City of Rosemount for irrigation system audits and improvements for a cost not to exceed \$25,500.

EXPLANATION OF FISCAL/FTE IMPACT

The VRWJPO would provide up to \$2,700 through June 2024 as its portion of local match toward the Metropolitan Council grant.

Supporting Documents:

Attachment A – Joint Powers Agreement with Rosemount for Irrigation System Audits and Improvements

Previous Board Action(s):

RESOLUTION

4e. Authorization to Execute a Joint Powers Agreement with the City of Rosemount for Irrigation System Audits and Improvements

WHEREAS, since 2018, the Vermillion River Watershed Joint Power Organization (VRWJPO) and City of Rosemount collaboratively implemented a program that performed irrigation system audits and improvements to improve water efficiency, decrease groundwater use, and save residents money on their water bills; and

WHEREAS, excessive groundwater use within the watershed affects the amount of groundwater available for other residents, businesses, agricultural production, and industries; and

WHEREAS, many of the watershed’s water resources also rely on groundwater to sustain their volume and provide adequate habitat for aquatic organisms; and

WHEREAS, a growing population and continued investments in infrastructure is needed to supply the population with water; and

WHEREAS, the VRWJPO has identified the goal of maintaining a sustainable water supply and various objectives and tasks to address this goal within the VRWJPO’s Watershed Management Plan; and

WHEREAS, the most consistent discretionary water use in urban settings is for lawn maintenance and landscaping; and

WHEREAS, performing irrigation system audits and improvements will reduce water use has been identified as an effective means to address VRWJPO and City water supply goals, objectives, and actions; and

WHEREAS, targeting townhome and homeowner associations’ (Associations) irrigation systems is effective since most of these associations have centrally controlled irrigation systems where improvements made can result in larger water savings; and

WHEREAS, the City applied for and obtained a Metropolitan Council Water Efficiency grant with \$22,800 to help offset costs of an audit and improvement program through June 2024; and

WHEREAS, the grant requires a 20-percent local match, and the VRWJPO and City have agreed to split the match costs after applying the \$50 contributions from each Association; and

WHEREAS, the VRWJPO has allocated \$20,000 in its 2022 Budget for irrigation system audits and improvements throughout the Vermillion River Watershed and would be required to provide local match as part of the VRWJPO’s 2023 and 2024 Budgets.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Joint Powers Agreement with the City of Rosemount in an amount not to exceed \$25,500 for irrigation system audits and improvements; subject to approval as to form by the Dakota County Attorney’s Office.

**JOINT POWERS AGREEMENT FOR
IRRIGATION SYSTEM AUDIT AND IMPROVEMENT PROGRAM
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE CITY OF ROSEMOUNT**

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 (the “VRWJPO”), governed by the Vermillion River Watershed Joint Powers Board (the “VRWJPB”), and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the City of Rosemount (the “City”) is a Minnesota municipal corporation and political subdivision of the State of Minnesota; and

WHEREAS, many lakes, streams, and wetlands in the VRWJPO rely on groundwater to sustain their volume and support recreation and biological populations; and

WHEREAS, residents, businesses, agriculture, and industries rely almost solely on groundwater for their various needs; and

WHEREAS, modeling by the Metropolitan Council shows that continued development of groundwater sources to meet future demands will have an adverse effect on resources, and conversely shows benefit to regional aquifers if demand on groundwater is reduced; and

WHEREAS, due to population growth, continued investments in infrastructure are needed to reliably supply water; and

WHEREAS, maintaining a sustainable water supply is a goal of the VRWJPO’s Watershed Management Plan; and

WHEREAS, the City wishes to provide information and promote activities that protect the source water aquifers within the City’s Wellhead Protection Plan; and

WHEREAS, the most consistent discretionary water use in urban settings is for lawn maintenance and landscaping; and

WHEREAS, in the Twin Cities Metropolitan Area, approximately 20 percent of treated drinking water is used outdoors; and

WHEREAS, performing irrigation system audits and improvements (the “Projects”) has been identified as an effective means to address VRWJPO and City water supply goals, objectives, and actions; and

WHEREAS, targeting townhome and homeowner association’s (“Association”) irrigation systems is effective due to the centrally-controlled irrigation system used by most Associations where improvements can result in greater water savings; and

WHEREAS, the City was awarded a Metropolitan Council’s 2022-2024 Water Efficiency Grant Program (the “Grant”); and

WHEREAS, the City will use the Grant and local funding, combined with VRWJPO funding, to pay for Projects; and

WHEREAS, each Association will be required to pay \$50 directly to the VRWJPO for the cost of the audits and a minimum of 25 percent for the costs for improvements; and

WHEREAS, the VRWJPO and the City have agreed to split the cost of Projects after applying the Associations' \$50 contribution and Grant funding; and

WHEREAS, the VRWJPO will hire the contractor necessary to perform the audits; and

WHEREAS, the City will coordinate audit contractor scheduling, reporting, and be the liaison with participant Associations; and

WHEREAS, the Associations will hire a contractor to perform system improvements and will provide documentation verifying improvements were made; and

WHEREAS, the VRWJPO will serve as fiscal agent for the Projects and will provide the Associations with partial reimbursement for eligible system improvements after verifying submitted documentation.

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

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to define the Project responsibilities and cost-sharing obligations of the parties.

**ARTICLE 2
PARTIES**

The parties to this Agreement are the VRWJPO and the 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 June 30, 2024 (JPA Term End Date), 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 VRWJPO and the City 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 BY CITY**

5.1 The VRWJPO will administer all contracts and act as the paying agent for all payments to any contractors and Associations.

5.2 The City will reimburse the VRWJPO with Project-related activities up to \$2,700 from City funding and \$22,800 from Grant funding for Project-related activities occurring between the date of JPA execution and the JPA Term End Date. The VRWJPO's maximum eligible reimbursement amount from the City is \$25,500.

5.3 The VRWJPO will provide up to \$2,700 in funding for Project-related activities occurring between the date of JPA execution and the JPA Term End Date.

5.4 Upon confirmation of VRWJPO payment to any contractors or Associations, the City shall reimburse the VRWJPO for Project-related costs.

5.5 The City may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim.

5.6 VRWJPO shall repay to the City any overpayment, disallowed claim, or costs not authorized in Section 6.1.

ARTICLE 6 GENERAL OBLIGATIONS

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

6.2 COMPLIANCE WITH LAWS/STANDARDS. The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in implementing the Project, including obtaining all necessary permits to implement the Project.

6.3 PUBLICITY. Each party may take and disclose photographs of Project sites for use in publications or promotional material or on its website to highlight the VRWJPO's or the City's programs. Each party shall appropriately acknowledge the funding provided by the other party 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. 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. This section shall survive the expiration or termination of this Agreement.

ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS

8.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing body. 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 an amendment of this Agreement:

TO THE VRWJPO: Mike Slavik, Chair, or successor
Vermillion River Watershed Joint Powers
Organization 4100 220th St. W, Suite 103
Farmington, MN 55024

TO THE CITY: Logan Martin, City Administrator, or successor
City of Rosemount
2875 145th St. W.
Rosemount, MN 55068

In addition, notification to the VRWJPO regarding termination of this Agreement by the City 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: Jane Byron, Storm Water Specialist
Telephone: (651) 322-2075
Email: jbyron@ci.rosemount.mn.us

ARTICLE 9 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective governing bodies, or as delegated by the parties' respective governing bodies, and signed by the designated authorized representatives, or other authorized representative, 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' prior written notice of its intent to terminate the Agreement to the other party. Either party may terminate this Agreement for any reason by giving 30 days' prior written notice of its intent to terminate to the other party. Any 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 immediately by either party in the event of a violation of any of the terms of this Agreement. Notice of termination shall be made by certified mail or personal delivery to the authorized representative of the other party, and if by the City, to the Dakota County Attorney's Office. 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 CITY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, VRWJPO or the City may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota state agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The City is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Neither VRWJPO or the City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding. The City will pay for expenses incurred by the VRWJPO for work on the Project up to any notice of termination.

**ARTICLE 11
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to any dispute arising under this Agreement shall take place 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 parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City or the VRWJPO.

**ARTICLE 15
SURVIVABILITY**

The provisions of sections 6.3 (Publicity), 7 (Indemnification), and 14 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 16
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 outside the defaulting party's reasonable control may include, but are not limited to, acts of God or nature, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

ARTICLE 17 ELECTRONIC SIGNATURES.

Each party agrees the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

CITY OF ROSEMOUNT

By _____
Bill Droste or successor, Mayor
Date of Signature: _____

By _____
Erin Fasbender, City Clerk
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

By _____
Mike Slavik or successor, Chair
Date of Signature _____

APPROVED AS TO FORM:

/s/ G. Paul Beaumaster 7/20/22
Assistant Dakota County Attorney/Date
KS-22-379

4f. Authorization to Execute a Joint Powers Agreement with the City of Apple Valley for Irrigation System Audits and Improvements

Meeting Date: 7/28/2022
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel



PURPOSE/ACTION REQUESTED

- Authorization to execute a Joint Powers Agreement with the City of Apple Valley for irrigation system audits and Improvements

SUMMARY

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff is requesting the execution of a Joint Powers Agreement (JPA) with the City of Apple Valley to implement irrigation system audits and improvements.

The VRWJPO and City of Apple Valley are planning to implement a program that will perform irrigation system audits at townhome and homeowner associations (Associations) to identify ways to improve water efficiency, decrease groundwater use, and potentially reduce water bills. Excessive groundwater use within the watershed affects the amount of groundwater available for residential, business/industrial, and agricultural uses. Excessive groundwater usage also impacts aquatic organisms and habitat within the watershed. A growing population will increase the demand for groundwater and the infrastructure needed to supply it to watershed residents. To achieve the VRWJPO Watershed Plan’s goal of maintaining a sustainable water supply, projects that conserve water are needed to ensure adequate water supply for the growing population.

Lawn maintenance and landscaping are the most consistent discretionary water uses in urban settings. By performing irrigation system audits and subsequent improvements, VRWJPO and City of Apple Valley staff will help Associations achieve significant water savings, which will result in reduced costs and a sustainable water supply.

The City of Apple Valley applied for and received a Metropolitan Council Water Efficiency grant to help offset costs of an audit and improvement program through June 2024. The grant requires a 20-percent local match, and the VRWJPO and City have agreed to cooperatively cover the required costs over the course of the grant. The grant would provide up to \$18,375 in funding. The VRWJPO would provide up to a maximum of \$5,000 toward the local match with the City providing up to \$5,000 in local match and Associations contributing the remaining amount. The VRWJPO has allocated \$20,000 its 2022 Budget for audits and improvements within the Vermillion River Watershed, which will serve as local match for 2022 expenses. Additional budget allocations and would be required to provide local match as part of the VRWJPO’s 2023 and 2024 Budgets.

The program will provide irrigation system audits at a subsidized rate of \$50 per Association. After an audit has been completed, the Associations are eligible for installation/implementation of recommended improvements identified in the audit which will result in significant water savings. The VRWJPO will serve as the irrigation audit and improvement coordinator and upon invoicing will receive reimbursement from the City for the City’s portion of the cost and its Metropolitan Council’s grant contribution.

RECOMMENDATION

Staff is recommending the execution of the JPA with the City of Apple Valley for irrigation system audits and improvements for a cost not to exceed \$23,375.

EXPLANATION OF FISCAL/FTE IMPACT

The VRWJPO would provide up to \$5,000 through June 2024 as its portion of local match toward the Metropolitan Council grant.

Supporting Documents:

Attachment A – Joint Powers Agreement with Apple Valley for Irrigation System Audits and Improvements

Previous Board Action(s):

RESOLUTION

4f. Authorization to Execute a Joint Powers Agreement with the City of Apple Valley for Irrigation System Audits and Improvements

WHEREAS, the Vermillion River Watershed Joint Power Organization (VRWJPO) and City of Apple Valley are planning to collaboratively implement a program that will perform irrigation system audits and improvements to improve water efficiency, decrease groundwater use, and save residents money on their water bills; and

WHEREAS, excessive groundwater use within the watershed affects the amount of groundwater available for other residents, businesses, agricultural production, and industries; and

WHEREAS, many of the watershed’s water resources also rely on groundwater to sustain their volume and provide adequate habitat for aquatic organisms; and

WHEREAS, a growing population and continued investments in infrastructure is needed to supply the population with water; and

WHEREAS, the VRWJPO has identified the goal of maintaining a sustainable water supply and various objectives and tasks to address this goal within the VRWJPO’s Watershed Management Plan; and

WHEREAS, the most consistent discretionary water use in urban settings is for lawn maintenance and landscaping; and

WHEREAS, performing irrigation system audits and improvements will reduce water use has been identified as an effective means to address VRWJPO and City water supply goals, objectives, and actions; and

WHEREAS, targeting townhome and homeowner associations’ (Associations) irrigation systems is effective since most of these associations have centrally controlled irrigation systems where improvements made can result in larger water savings; and

WHEREAS, the City applied for and obtained a Metropolitan Council Water Efficiency grant with to help offset costs of an audit and improvement program through June 2024; and

WHEREAS, the grant requires a 20-percent local match, and the VRWJPO and City have agreed to cooperatively provide match costs after applying the \$50 contributions from each Association; and

WHEREAS, the VRWJPO has allocated \$20,000 in its 2022 Budget for irrigation system audits and improvements throughout the Vermillion River Watershed and would be required to provide local match as part of the VRWJPO’s 2023 and 2024 Budgets.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Joint Powers Agreement with the City of Apple Valley in an amount not to exceed \$23,375 for irrigation system audits and improvements; subject to approval as to form by the Dakota County Attorney’s Office.

**JOINT POWERS AGREEMENT FOR
IRRIGATION SYSTEM AUDIT AND IMPROVEMENT PROGRAM
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE CITY OF APPLE VALLEY**

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 (the "VRWJPO"), governed by the Vermillion River Watershed Joint Powers Board (the "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 Apple Valley (the "City") is a Minnesota municipal corporation and political subdivision of the State of Minnesota; and

WHEREAS, many lakes, streams, and wetlands in the VRWJPO rely on groundwater to sustain their volume and support recreation and biological populations; and

WHEREAS, residents, businesses, agriculture, and industries rely almost solely on groundwater for their various needs; and

WHEREAS, modeling by the Metropolitan Council shows that continued development of groundwater sources to meet future demands will have an adverse effect on resources, and conversely shows benefit to regional aquifers if demand on groundwater is reduced; and

WHEREAS, due to population growth, continued investments in infrastructure are needed to reliably supply water; and

WHEREAS, maintaining a sustainable water supply is a goal of the VRWJPO's Watershed Management Plan; and

WHEREAS, the City wishes to provide information and promote activities that protect the source water aquifers within the City's Wellhead Protection Plan; and

WHEREAS, the most consistent discretionary water use in urban settings is for lawn maintenance and landscaping; and

WHEREAS, in the Twin Cities Metropolitan Area, approximately 20 percent of treated drinking water is used outdoors; and

WHEREAS, performing irrigation system audits and improvements (the "Projects") has been identified as an effective means to address VRWJPO and City water supply goals, objectives, and actions; and

WHEREAS, targeting townhome and homeowner association's ("Association") irrigation systems is effective due to the centrally-controlled irrigation system used by most Associations where improvements can result in greater water savings; and

WHEREAS, the City was awarded a Metropolitan Council's 2022-2024 Water Efficiency Grant Program (the "Grant"); and

WHEREAS, the City will use the Grant and local funding, combined with VRWJPO funding, to pay for Projects; and

WHEREAS, each Association will be required to pay \$50 directly to the VRWJPO for the cost of the audits and a minimum of 25% for the costs for improvements; and

WHEREAS, the VRWJPO and the City have agreed to split the cost of Projects after applying the Associations' \$50 contribution and Grant funding; and

WHEREAS, the VRWJPO will hire the contractor necessary to perform the audits; and

WHEREAS, the City will coordinate audit contractor scheduling, reporting, and be the liaison with participant Associations; and

WHEREAS, the Associations will hire a contractor to perform system improvements and will provide documentation verifying improvements were made; and

WHEREAS, the VRWJPO will serve as fiscal agent for the Projects and will provide the Associations with reimbursement for eligible system improvements after verifying submitted documentation.

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

ARTICLE 1 PURPOSE

The purpose of this Agreement is to define the Project responsibilities and cost-sharing obligations of the parties.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and the 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 June 30, 2024, 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 VRWJPO and the City 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 BY CITY**

5.1 The VRWJPO will administer all contracts and act as the paying agent for all payments to any contractors and Associations.

5.2 The City will reimburse the VRWJPO with Project-related activities up to \$5,000 from City funding and \$18,375 from Grant funding related to the Projects. The VRWJPO's maximum eligible reimbursement amount from the City is \$23,375.

5.3 The VRWJPO will provide up to \$5,000 in funding for Projects.

5.4 Upon confirmation of VRWJPO payment to any contractors or Associations, the City shall reimburse the VRWJPO for Project-related costs.

5.5 The City may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim.

5.6 VRWJPO shall repay to the City any overpayment, disallowed claim, or costs not authorized in Section 6.1.

**ARTICLE 6
GENERAL OBLIGATIONS**

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

6.2 COMPLIANCE WITH LAWS/STANDARDS. The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in implementing the Project, including obtaining all necessary permits to implement the Project.

6.3 PUBLICITY. The parties may take and disclose photographs of Project sites for use in publications or promotional material or on its website to highlight the VRWJPO's or the City's programs. Each party shall appropriately acknowledge the funding provided by the other party 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. 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. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS**

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

TO THE VRWJPO: Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers
Organization 4100 220th St. W, Suite 103
Farmington, MN 55024

TO THE CITY: Clint Hooppaw or successor, Mayor
City of Apple Valley
7100 147th Street W.
Apple Valley, MN 55124

In addition, notification to the VRWJPO regarding termination of this Agreement by the City 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: Matt Saam, Public Works Director
Telephone: (952) 953-2412
Email: Matt.Saam@applevalleymn.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, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, 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' prior written notice of its intent to terminate the Agreement to the other party. Either party may terminate this Agreement for any reason by giving 30 days' prior written notice of its intent to terminate to the other party. Any 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 immediately by either party in the event of a violation of any of the terms of this Agreement. 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 CITY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, VRWJPO or the City 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. The City is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Neither VRWJPO or the City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding. The City will pay for expenses incurred by the VRWJPO up to any notice of termination of work on the Project.

**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 any dispute arising under this Agreement shall take place 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 parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City or the VRWJPO.

**ARTICLE 15
SURVIVABILITY**

The provisions of sections 6.3 (Publicity), 7 (Indemnification), and 14 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 16
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 outside the defaulting party's reasonable control may include, but are not limited to, acts of God or nature, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

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

CITY OF APPLE VALLEY

By _____
Clint Hooppaw or successor, Mayor
Date of Signature: _____

By _____
Pamela J. Gackstetter, City Clerk
Date of Signature: _____

**VERMILLION RIVER
WATERSHED JOINT POWERS
ORGANIZATION**

By _____
Mike Slavik or successor, Chair
Date of Signature _____

APPROVED AS TO
FORM:

Assistant Dakota County Attorney/Date
KS-XX

4g. Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization 2023 Budget and Watershed Management Tax District Levy

Meeting Date: 7/28/2022
 Item Type: Consent-Action
 Contact: Mark Zabel
 Telephone: 952-891-7011
 Prepared by: Mark Zabel
 Reviewed by: N/A



PURPOSE/ACTION REQUESTED

- Schedule a public hearing to receive comments on the draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2023 Budget and Watershed Management Tax District Levy

SUMMARY

Pursuant to the Joint Powers Agreement establishing the VRWJPO, by September 1 of each year the Vermillion River Watershed Joint Powers Board (VRWJPB) must adopt a budget for the following calendar year. VRWJPO staff is preparing a draft 2023 Budget by assessing the needs of the watershed, strategic planning with the VRWJPB, and following the implementation section of the 2016-2025 Vermillion River Watershed Management Plan.

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

Staff recommends that the VRWJPB schedule a public hearing on August 25, 2022, at 1:00 p.m. to receive comments on the draft VRWJPO 2023 Budget.

EXPLANATION OF FISCAL/FTE IMPACT

There is no fiscal impact from this action. At its August 25, 2022, meeting, the VRWJPB will need to approve a draft VRWJPO 2023 Budget and recommend an appropriate Watershed Management Tax District Levy to Dakota and Scott counties.

Supporting Documents:

Attachment A: Draft Public Notice for Hearing on VRWJPO 2023 Budget

Previous Board Action(s):

- ;

RESOLUTION

4g. Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2023 Budget and Watershed Management Tax District Levy

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

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

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB hereby schedules a public hearing for August 25, 2022, at 1:00 p.m. for the purpose of receiving comments on the draft VRWJPO 2023 Budget; and

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

PUBLIC NOTICE of DAKOTA COUNTY

Vermillion River Watershed Joint Powers Organization Public Hearing on the Draft VRWJPO 2023 Budget

Notice is hereby given that the Vermillion River Watershed Joint Powers Organization (VRWJPO) will hold a public hearing at 1:00 p.m. on **Thursday, August 25, 2022**. This public hearing is to receive comments on the draft VRWJPO 2022 Budget and Watershed Management Tax District Levy. It will take place at the Dakota County Extension and Conservation Center Conference Room A, 4100 220th Street West, Farmington, MN. Information to access the hearing online will be published at www.vermillionriverwatershed.org/news-events/calendar/. Advance notice of intent to attend in person is appreciated, but not required, to VRWJPO Administrator Mark Zabel at mark.zabel@co.dakota.mn.us or 952-891-7011.

Agencies, groups, and individuals attending the public hearing will have the opportunity to provide written or oral comments. Prior to the public hearing, written comments may be addressed to the VRWJPO, 4100 220th Street West, Suite 103, Farmington, MN 55024, or emailed to Mark Zabel.

The draft VRWJPO 2023 Budget and Watershed Management Tax District Levy can be viewed online at www.vermillionriverwatershed.org/news. Paper copies of the draft VRWJPO 2023 Budget and Watershed Management Tax District Levy, as well as requests for any special accommodations at the public hearing, can be obtained by contacting Brita Moore-Kutz at brita.moore-kutz@co.dakota.mn.us or 952-891-7967.



Vermillion River Watershed Joint Powers Organization

4100 220th St. W., Suite 103, Farmington, MN 55024

Date: July 28, 2022
To: Vermillion River Watershed Joint Powers Board
From: Staff
Subject: Joint Powers Organization Expenses

Agenda Item 5
July 2022

Expenses from the invoices submitted between May 20, 2022 and June 12, 2022 totalled \$59,456.25
 The invoices submitted between June 12, 2022 and July 13, 2022 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
May	DC Legal Fees	\$	315.68
June	DC Staff Time	\$	41,297.46
IN28416	Scott County	\$	328.04
231759	MN DNR	\$	4,850.00
7/11/2022	Crosscroft HOA	\$	500.00
7/7/2022	Stone Borough Townhome Assn	\$	1,124.86
48990	Cross Nurseries	\$	1,304.60
1927897	Stantec	\$	4,927.00
Total expense as approved on June 23, 2022			\$ 54,647.64

Action Requested: Approve all above expenses as presented on July 28, 2022

6a. Minnesota Board of Water and Soil Resources Performance Review and Assistance Program

Meeting Date: 7/28/2022
Item Type: Regular-Information
Contact: Mark Zabel
Telephone: 952-891-7011
Prepared by: Mark Zabel



PURPOSE/ACTION REQUESTED

- Minnesota Board of Water and Soil Resources Performance Review and Assistance Program.

SUMMARY

The Minnesota Board of Water and Soil Resources (BWSR) implements the Performance Review and Assistance Program (PRAP) as a means of evaluating performance of local units of government responsible for the conservation of water and related land resources. The PRAP was authorized through State legislation adopted into law in 2007 (Minnesota Statutes 103B.102). An organizational assessment is performed with a local government unit (LGU) at least once every ten years evaluating operational effectiveness, partner relationships, and achievement in the implementation of LGU planning efforts (watershed management plan).

The Minnesota Board of Water and Soil Resources is initiating a PRAP review of the Vermillion River Watershed Joint Powers Organization. BWSR staff will present information regarding the process of assessment and evaluation and timeline for completion of the review.

EXPLANATION OF FISCAL/FTE IMPACT

There will be some costs associated with staff activities compiling and reporting information for the PRAP. These costs will be tracked and reported.

Supporting Documents:

Attachment A: Performance Review and Assistance Program (PRAP) Fact Sheet

Previous Board Action(s):

- ;

RESOLUTION

6a. Minnesota Board of Water and Soil Resources Performance Review and Assistance Program

Information only.

Performance Review and Assistance Program (PRAP)

BWSR's Performance Review and Assistance Program (PRAP) was authorized by the legislature (Statute 103B.102) in 2007 to monitor and assess the performance of local units of government (counties, SWCDs, watershed districts, and watershed management organizations), responsible for the conservation of water and related land resources. In addition to conducting reviews, BWSR uses this program to provide organizational improvement or assistance grants to local government units (LGUs) in need and prepares an annual report to the legislature outlining the work conducted under the program.

PRAP Review

The program includes an Annual Statewide Summary and three types of assessments.

The **Annual Statewide Summary** is an annual tabulation of required plans and reports for all LGUs. This information is included within the Annual Legislative Report.

Organizational Assessments are routine, interactive reviews intended to assess all LGUs at least once every 10 years. These reviews evaluate operational effectiveness, partner relationships, and whether the LGU has achieved county water plan, watershed management plan, and/or SWCD comprehensive plan implementation goals.* Organizational reviews also assess compliance with performance standards and the Wetland Conservation Act, where applicable.

Watershed-based Assessments are routine reviews conducted with partnerships of local governments working together to implement comprehensive watershed management plans (CWMPs) developed through the One Watershed, One Plan Program. Assessment occurs when a CWMP has reached or passed the 5-year plan evaluation checkpoint. This type of review evaluates progress on plan implementation and analyzes partners working relationships.**

Special Assessments are conducted with LGUs experiencing significant obstacles or performance deficiencies and may include BWSR Board action to assign penalties as authorized by statute.

* Within an Organizational Assessment, the plan review may be omitted or waived depending on multiple factors, including plan expiration, status of water planning efforts by the LGU/within the jurisdiction, and status of approved comprehensive watershed management plans within the jurisdiction.

** Within the watershed partnership, individual LGUs may be selected to complete an Organizational Assessment to coincide with the Watershed-based Assessment. Doing this simultaneously will reduce the time individual LGUs are involved in a PRAP assessment, resulting in a less time-consuming process for both BWSR and the LGUs.

Program History

Since 2008, BWSR's Performance Review and Assistance Program (PRAP) has assessed the performance of the units of government that constitute Minnesota's local delivery system for conservation of water and related land resources. The program goal is to assist these local government partners to be the best they can be in their management of Minnesota's land and water resources. Review of LGU compliance with the Wetland Conservation Act was added in 2017.

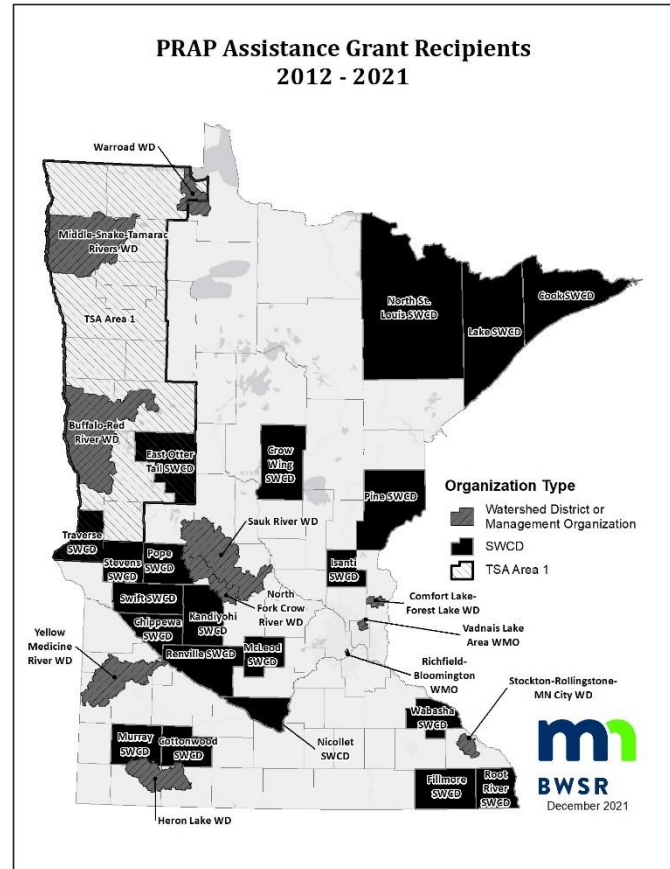
In 2022, the program was redesigned, to accommodate for the ongoing transition from county-based local water management plans to watershed planning.

PRAP Assistance

The “assistance” part of the PRAP program comes through grants made to LGUs to improve operating performance and execute planned goals and objectives. Grant activities typically include facilitation, mediation or consulting services related to organizational improvement activities such as reorganizations/mergers, strategic planning, organizational development, benchmarking, audits, and staff and board capacity assessments. LGUs do not need to have been the subject of a PRAP performance review to apply for these grants, but funding priority is given to activities recommended to an LGU as part of a PRAP review.

Since the program began in 2012, more than \$125,000 has been awarded to LGUs around Minnesota.

In 2021, BWSR changed some of the application requirements for PRAP assistance funds and provided clarity about what types of activities and expenses are eligible. Additional changes include an increase to \$20,000 for partnerships that apply for assistance funding. A \$50,000 annual cap on PRAP assistance awards was also removed to accommodate the potential for more partnership applications.



PRAP Reporting

BWSR prepares an annual PRAP report for the Minnesota legislature containing the results of the previous year’s program activities as well as a general assessment of the performance of LGUs that provide land and water conservation services and programs. These reports contain an Annual Statewide Summary or Tabulation of data regarding reporting and plan status for all LGUs, as well as summaries and findings from all Organizational Assessments, Watershed-based Assessments and Special Assessment PRAP reviews completed during the reporting year.

To learn more about the PRAP program, or to view past Legislative reports, visit the PRAP page of the BWSR website at <http://www.bwsr.state.mn.us/PRAP>

6b. Authorization to Release Vermillion River Watershed Joint Powers Organization Watershed Management Plan Amendment to Plan Review Authorities for 30-day Review and Comment Period

Meeting Date: 7/28/2022
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel



PURPOSE/ACTION REQUESTED

- Authorization to release Vermillion River Watershed Joint Powers Organization Watershed Plan amendment to plan review authorities for 30-day review and comment period

SUMMARY

Vermillion River Watershed Joint Powers Organization (VRWJPO) staff have prepared a VRWJPO Watershed Management Plan (Plan) Amendment (Attachment A) for consideration by the Vermillion River Watershed Joint Powers Board (VRWJPB) and its stakeholders. VRWJPO staff request authorization to release the Plan amendment to plan review authorities for a minimum 30-day review and comment period.

The Implementation Plan section of the Plan is being revised to incorporate additional activities from the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) that were not originally incorporated when the Plan was adopted 2016. Other revisions include updates to reflect additional information and studies completed since the Plan was adopted, provide additional specificity to existing Implementation Plan activities, and assumptions regarding future Watershed-Based Implementation Funding (WBIF) grants revenues.

The Minnesota Board of Water and Soil Resources (BWSR) has provided a preliminary review to determine if the proposed Plan amendment would be considered a minor or major plan amendment as there are different review requirements depending on the type of amendment. The BWSR has indicated this project should follow the process for a minor plan amendment as written in Minnesota Rule 8410.0140 (Rule). The Rule requires that the organization must send copies of the amendments to the plan review authorities for review and comment allowing at least 30 days for receipt of comments.

The required plan review authorities include:

- Minnesota Department of Natural Resources
- Minnesota Department of Health
- Minnesota Department of Agriculture
- Metropolitan Council Environmental Services
- Minnesota Pollution Control Agency
- Minnesota Department of Transportation
- Minnesota Board of Water and Soil Resources

As required by the Rule, deletions to the Plan are identified in strikethrough and additions are identified as underlined. For ease of viewing the revisions in the proposed amendment, entire tables are stricken, and new tables have been underlined rather than trying to blend stricken language and new language in the same tables.

RECOMMENDATION

Staff recommends the VRWJPB authorize VRWJPO staff to release the VRWJPO Plan amendment to plan review authorities for a minimum 30-day review and comment period.

EXPLANATION OF FISCAL/FTE IMPACT

None.

RESOLUTION

6b. Authorization to Release Vermillion River Watershed Joint Powers Organization Watershed Management Plan Amendment to Plan Review Authorities for 30-day Review Period

WHEREAS, the VRWJPO adopted its current Watershed Management Plan (Plan) in 2016 and is required to implement the plan over a ten-year period; and

WHEREAS, amendments to the plan are required to accommodate changes to the Plan over the course of implementation during the ten-year period; and

WHEREAS, staff have identified the need to amend the Plan to incorporate changes to the Implementation Plan section of the plan; and

WHEREAS, the Implementation Plan section of the Plan is being revised to incorporate additional activities from the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) that were not originally incorporated when the Watershed Plan was adopted 2016, plus other revisions that include updates to reflect additional information and studies completed since the Plan was adopted, provide additional specificity to existing Implementation Plan activities, and assumptions regarding future Watershed-Based Implementation Funding (WBIF) grants revenues; and

WHEREAS, the Minnesota Board of Water and Soil Resources (BWSR) decides whether a minor or major plan amendment is required, and this dictates the review process that is required for the amendment; and

WHEREAS, BWSR has provided a preliminary review of the proposed amendment and has indicated it should follow the minor amendment process; and

WHEREAS, Minnesota Rule 8410.0140, Subpart 2 requires that the organization must send copies of the amendments to the plan review authorities for review and comment allowing at least 30 days for receipt of comments; and

NOW, THEREFORE, BE IT RESOLVED, the Vermillion River Watershed Joint Powers Board authorizes VRWJPO staff to release the Plan amendment to the plan review authorities for review and comment for at least 30 days for receipt of comments.



July 28, 2022

RE: Vermillion River Watershed Joint Powers Organization 2022 Plan Amendment

Dear Stakeholder,

The Vermillion River Watershed Joint Powers Organization (VRWJPO) is proposing to amend its Watershed Plan to incorporate updates to its Implementation Plan. The Minnesota Board of Water and Soil Resources (BWSR) has identified that the proposed amendment can proceed under the minor amendment process identified in Minnesota Rule [8410.0140 Subp.2](#). The Vermillion River Watershed Joint Powers Board (VRWJPB) approved the release of the Watershed Plan amendment for State agency review on July 28, 2022. This letter acknowledges that the VRWJPO has sent copies of the amendment to the required plan review authorities for review and comment allowing at least 30 days for receipt of comments.

The Implementation Plan is being revised to incorporate additional activities from the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) that were not originally incorporated when the Watershed Plan was adopted 2016. Other revisions include updates reflecting additional information and studies completed since the Watershed Plan was adopted, provide additional specificity to existing Implementation Plan activities, and assumptions regarding future Watershed-Based Implementation Funding (WBIF) grant revenues.

The amendment process requires the use of strikethrough to reflect what will be deleted and underline for what is being proposed. There is a significant amount of strikethrough and underline in this amendment, but staff do not want this to cause alarm for the reviewer. It was determined that this format provides a cleaner presentation of the proposed revisions by using strikethrough of the existing tables and incorporation of new, underlined tables rather than trying to incorporate deletions and additions into existing tables.

A public hearing regarding the proposed amendment is tentatively planned for the VRWJPB's September 22, 2022 meeting. If there are no significant concerns regarding comments received during the review and comment period or at the public hearing, the VRWJPB will adopt the revised Watershed Plan. Upon adoption of the revised Watershed Plan, the VRWJPO will distribute copies of the amended pages of the Watershed Plan to all on our Watershed Plan distribution list and post the amended pages on the VRWJPO's website within 30 days of adoption.

Comments related to the proposed amendment should be directed to Travis Thiel, VRWJPO Senior Watershed Specialist, and can be sent via email to travis.thiel@co.dakota.mn.us or via mail to address at the bottom of this page. If there are questions regarding this amendment process, please contact travis.thiel@co.dakota.mn.us or (952) 891-7546.

Regards,

MARK ZABEL

Mark Zabel, VRWJPO Administrator

Vermillion River Watershed Joint Powers Organization

4100 220th Street West, Suite 103, Farmington, Minnesota 55024 | 952.891.7000 | Fax 952.891.7588

Section 7: Implementation Plan

7.0 Introduction

This section describes the Implementation Plan, as well as how activities were selected for implementation within the 10-year timeframe of the 2016-2025 Vermillion River Watershed Management Plan.

The implementation section of the Plan identifies specific, measurable actions necessary to achieve goals identified in Section 6: Goals, Objectives, and Actions.

These actions were suggested during the public involvement process or taken from the Vermillion River Watershed Restoration and Protection Strategy (WRAPS), geomorphic assessments, subwatershed assessments, partner Capital Improvement Plans (CIPs), and other previously completed planning documents.

The process of “blending” action steps from so many different sources into a coherent implementation plan was a challenge. An implementation table

containing all recommended actions individually would be exhaustive, duplicative, and lacking in focus and priority.

The VRWJPO contracted with Emmons & Olivier Resources (EOR) to develop a process for an implementation plan. The VRWJPO wanted an implementation plan that would be true to source materials (WRAPS, geomorphic assessments, etc.) as well as the priorities expressed by stakeholders and the public.

Figure 7.0.1: VRWJPO Implementation Plan Development Process summarizes the steps taken to achieve the implementation plan.

An action in Section 6: Goals, Objectives, and Actions in the Implementation Plan are statements of intent by the VRWJPO. Implementation depends on future decisions by the Vermillion River Watershed Joint Powers Board (VRWJPB), which budgets for and authorizes initiatives. In many cases, implementation requires participation of other parties.

The VRWJPO is committed to regular evaluation of its programs, projects, and capital improvements. The VRWJPO will periodically (at least every two years) review its progress towards

implementing this Plan. In response to feedback, new information, changes in priorities, or new technical approaches, the VRWJPO may revise or amend the Implementation Plan.

In 2022, VRWJPO staff reviewed the implementation activities for each subwatershed and made adjustments to each subwatershed management plan to reflect items that were not originally incorporated from the WRAPS, outcomes of new assessments and studies, and other knowledge gained as the Plan was implemented up until 2022. These changes demonstrate flexibility and adaptation based on the needs of the water resources in the VRWJPO.

Figure 7.0.1: VRWJPO Implementation Plan Development Process

Step 1: Compile Potential Implementation Activities	Step 2: Evaluate Implementation Activities	Step 3: Identify Watershed-wide Implementation Activities	Step 4: Develop Subwatershed Management Plans	Step 5: Prioritize Implementation Activities
Populated table with implementation activities found in the Goals, Objectives, and Actions (GOA), WRAPS, geomorphic assessments, Vermillion River Headwaters assessment, and others.	Sorted implementation activities by VRWJPO role: Administration and Operations; Coordination and Collaboration; Land and Water Treatment; Monitoring and Assessment; Public Communication and Outreach; Regulation; and Research and Planning.	Implementation activities that could occur anywhere within the watershed are included in the Implementation Plan Summary (“the big table”).	Implementation activities that are unique to a specific area were identified in individual subwatershed management plans.	Implementation activities in individual subwatershed were prioritized by the VRWJPO. Estimates were made of the percentage of VRWJPO funding and effort that would be expended on each subwatershed.
Evaluated whether specific activities had been implemented; if yes, removed them from the table.	Made certain that implementation activities (now sorted by VRWJPO role) were assigned a goal and objective to track its origins in the GOA.	Implementation activities that are currently being performed or are ongoing responsibilities were grouped in one line item in “the big table” – Staff Function.	Implementation activities identified in geomorphic assessments were cross-referenced with projects in member communities’ CIP to see if there was overlap and an opportunity to partner.	Ensured that all implementation activities had been evaluated, prioritized, and included in “the big table,” with cost estimates based on the VRWJPO’s annual budget projections over the next 10 years.
Contacted member communities (cities, counties) to request Capital Improvement Plans to identify opportunities for collaboration.		Implementation activities assumed to be new functions or projects of the VRWJPO are listed separately in “the big table.”	After filling in each subwatershed management plan, total annual costs for implementation activities was calculated for that subwatershed and included in “the big table.”	

7.1 Subwatershed Management Plans

The development of specific subwatershed management plans allows the VRWJPO to prioritize its projects among various subwatersheds based on resource conditions, impacts on other subwatersheds, or other issues. For example, a water quality improvement project implemented in an upstream subwatershed will benefit the resources downstream.

The VRWJPO staff developed a prioritization for subwatersheds based on these factors. (See Figure 7.1.1: Subwatershed Priorities.) The priority factor is the percentage of available project funding to be allocated for projects in specific subwatersheds to fund identified projects.

Figure 7.1.1: Subwatershed Priorities

Subwatershed	Priority Factor
Upper Main Stem	25
South Creek	20
North Creek	15
South Branch Vermillion	15
Middle Creek	10
Middle Main Stem	7
Lower Main Stem	5
Mississippi River Direct	3

Implementation projects depend on a variety of factors, including partner participation, opportunity, and available staff time. The annual budget allocations for projects in each subwatershed are contingent on VRWJPB approvals.

After implementing the Plan for five years, the subwatershed management plans were adjusted in 2022 to reflect challenges with project opportunities, challenges and opportunities finding cooperative landowners, newly identified projects based on current data, and new grant funding sources.

This adjustment to the subwatershed management plans results in changes in the proposed funding allocation for each subwatershed. The proposed funding allocation does not fully align with the priorities identified in Figure 7.1.1 based on challenges with project opportunities in each subwatershed.

The subwatershed management plans (Figures 7.2 through 7.9) consist of all of the potential projects that have been identified for the given subwatershed. The categories highlighted in beige represent those projects identified in geomorphic or subwatershed assessments. For example, Figure 7.3 South Creek Subwatershed, includes a category “Culvert/crossing” that includes several specific projects identified in the South Creek geomorphic assessment. The projects in white are those that are recommended in the WRAPS, partner CIP plans, projects identified in a subwatershed assessment, or other planning documents.

Clearly, the VRWJPO will not be able to complete all of the projects listed in the subwatershed plans within its current budget structure. Each of the subwatershed management plan figures includes funding estimates based on:

- ≈ All potential projects that have been identified within the subwatershed.
- ≈ ~~A prioritized list of projects to be completed within the subwatershed given a \$500,000 annual capital improvement budget.~~
- ≈ A prioritized list of projects to be completed within the subwatershed given the VRWJPO’s existing annual budget, after watershed-wide initiatives have been allocated.

It should be noted that the costs for activities identified as nutrient management practices and agricultural BMPs anticipated to be just a fraction of the costs required for these practices and will need to be supplemented by State or other local funding.

Consultants and staff developed cost estimates for each activity in the subwatershed plans. Cost estimates were identified in the geomorphic assessments; the VRWJPO used the mid-range of the cost estimates in the subwatershed management plans. To reduce project costs, the VRWJPO will continue to collaborate with partners.

Consultants and staff reviewed the capital improvement programs or other planning documents of local partners to determine where work within the watershed is being proposed.

Some proposed partner projects – such as road reconstruction, facility upgrades, or residential developments – can be significantly improved by installing stormwater management or treatment practices concurrently. Partners can incorporate BMPs that protect infrastructure, reduce impacts of new impervious surface, reduce and treat stormwater, build resilience to weather events, and add landscape interest.

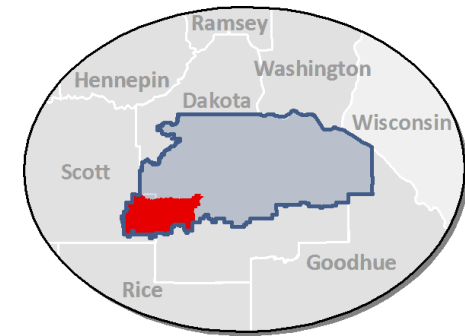
VRWJPO cost share funding can provide partners these benefits at a reduced cost. At the same time, the VRWJPO achieves its water and land improvement goals while working efficiently and economically in concert with activities already underway.

7.2 Upper Main Stem Subwatershed

The Upper Main Stem Subwatershed is the top priority for implementation projects. The subwatershed includes two reaches of the Vermillion River (520 and 517). Potential projects are shown in Figure 7.2.1.: Upper Main Stem Subwatershed Management Plan.

Figure 7.2.1: Upper Main Stem Subwatershed Management Plan

Upper Main Stem Subwatershed Management Plan	Original Scenario- (All Activities)	500K Annual Scenario 1	Current Balance- Scenario
Vermillion Headwaters Subwatershed Assessment BMPs	\$ 137,720	\$ 137,720	\$ 137,720
Bemis Wetland Project	\$30,000		
Subtotal	\$ 137,720	\$ 137,720	\$ 137,720
<i>Culverts/crossings</i>	\$ 500,000	\$ 1,112,280	\$ 406,030
<i>Riparian buffers</i>	\$ 250,000		
<i>Natural Channel Restoration</i>	\$ 250,000		
<i>Streambank stabilization</i>	\$ 750,000		
<i>Additional projects identified in future geomorphic assessment</i>	\$ 500,000		
<i>Future Geomorphic Subtotal</i>	\$ 2,250,000		
Ten-Year Total Budget (25% of total)	\$ 2,417,720	\$ 1,250,000	\$ 543,750



Upper Main Stem Subwatershed Management Plan (2022 Amendment)	Estimated Cost
Vermillion Headwaters Subwatershed Assessment BMPs	\$125,000
Wetland restoration and water storage practices <ul style="list-style-type: none"> Bemis Wetland Project 	\$50,000
Bacteria reduction practices (e.g. septic, livestock, etc.)	\$20,000
Subtotal	\$195,000
Stream channel improvements <ul style="list-style-type: none"> Culverts/crossings Riparian buffers Natural Channel Restoration Streambank stabilization Additional projects identified in future geomorphic 	\$300,000
Budget Total	\$495,000

A geomorphic assessment has not been conducted for this subwatershed, so dollar amounts shown for these activities (shaded beige in the figure) were estimated based on expenditures found in other, similar subwatersheds. Note that the dollar amount to be spent on projects

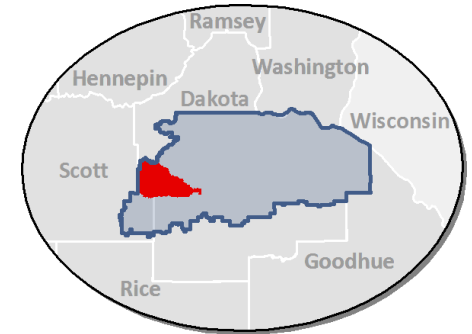
identified in the geomorphic assessments is lumped for the two budget scenarios. The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria and priorities established within the assessment.

7.3 South Creek Subwatershed

The South Creek Subwatershed was identified as one of the top priorities for implementation projects. The subwatershed includes impaired reach 527 and Lake Marion. Potential projects are identified in Figure 7.3.1.: South Creek Subwatershed Management Plan.

Figure 7.3.1: South Creek Subwatershed Management Plan

South Creek Subwatershed Management Plan	Original Scenario- (All Activities)	500K Annual Scenario-1	Current Balance- Scenario
Bacteria Feasibility Study	\$ 25,000		
Bacteria Project	\$ 125,000		
BMP retrofits Lakeville downstream of Marion Lake.	\$ 300,000	\$ 300,000	\$ 300,000
BMPs for Hamburg Ave. re- construction in reaches 570, 715	\$ 150,000		
Subtotal	\$ 600,000	\$ 300,000	\$ 300,000
<i>Bank Stabilization</i>	<i>\$ 18,750</i>	\$ 700,000	\$ 135,000
<i>Culvert/crossing</i>	<i>\$ 131,250</i>		
<i>Infrastructure/Bank Stabilization</i>	<i>\$ 18,750</i>		
<i>Infrastructure</i>	<i>\$ 393,750</i>		
<i>Natural Channel Restoration</i>	<i>\$ 2,343,750</i>		
<i>Riparian Management</i>	<i>\$ 1,087,500</i>		
<i>Geo Morph Subtotal</i>	<i>\$ 3,993,750</i>		
Ten-Year Total Budget (20% of total)	\$ 4,593,750	\$ 1,000,000	\$ 435,000



South Creek Subwatershed Management Plan (2022 Amendment)	Estimated Cost
South Creek BMP retrofits <ul style="list-style-type: none"> BMP retrofits from South Creek Downtown/ Industrial Park SWA BMPs for Hamburg Ave. re-construction 	\$200,000
Lake Marion Protection Stormwater Improvements	\$50,000
Subtotal	\$250,000
Stream channel improvements <ul style="list-style-type: none"> Bank Stabilization Culvert/crossing Infrastructure/Bank Stabilization Infrastructure Natural Channel Restoration Riparian Management Geo Morph Subtotal 	\$391,200
Budget Total	\$641,200

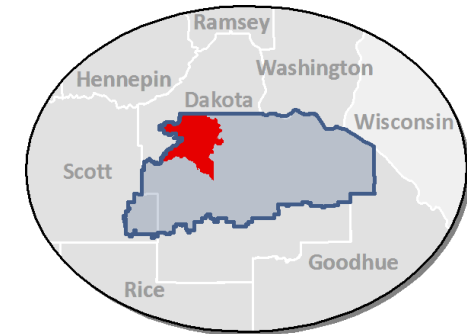
The projects highlighted in beige were identified in the [geomorphic assessment that was done for South Creek](#), available on the VRWJPO website. ~~Note that the dollar amount to be spent on projects identified in the geomorphic assessments is lumped for the two budget scenarios.~~ The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria established within the assessment.

7.4 North Creek Subwatershed

The North Creek Subwatershed was identified as one of the top priorities for implementing projects. The subwatershed includes three impaired reaches of North Creek (545, 670 and 671). Potential projects are identified in Figure 7.4.1.: North Creek Subwatershed Management Plan.

Figure 7.4.1: North Creek Subwatershed Management Plan

North-Creek Subwatershed Management Plan	Original Scenario- (All Activities)	500K Annual- Scenario 1	Current Balance- Scenario
Bacteria Feasibility Study	\$ 25,000		\$-
Bacteria Project	\$ 75,000		\$-
SW Storage in Headwaters	\$ 300,000	\$ 150,000	\$ 150,000
SW Retrofits: Pilot Knob	\$ 275,000	\$ 125,000	\$ 125,000
Assess weirs/dams and backwaters	\$ 85,000	\$ 85,000	
Subtotal	\$ 760,000	\$ 360,000	\$ 275,000
<i>Bank Stabilization</i>	\$ 37,500		
<i>Crossing/culvert</i>	\$ 937,500		
<i>Grade Stabilization</i>	\$ 281,250		
<i>Infrastructure</i>	\$ 150,000	\$ 390,000	\$ 51,250
<i>Natural Channel Restoration</i>	\$ 731,250		
<i>Riparian Management</i>	\$ 187,500		
<i>Geo Morph Subtotal</i>	\$ 2,512,500		
Ten Year Total Budget (15% of total)	\$ 3,085,000	\$ 750,000	\$ 326,250



North Creek Subwatershed Management Plan (2022 Amendment)	Estimated Cost
<u>Alimagnet Lake External Load Phosphorus Reduction BMPs</u> <ul style="list-style-type: none"> <u>Enhanced Street Sweeping</u> <u>Public land water quality improvements</u> <u>Stormwater retrofits</u> 	\$25,000
<u>Alimagnet Lake Internal Load Phosphorus Reduction BMPs</u> <ul style="list-style-type: none"> <u>Lake Alum or Drawdown Feasibility Study</u> <u>Lake Alum Treatment or Lake Drawdown</u> <u>Fisheries Management</u> <u>Lake Shoreline and Buffer Improvements</u> 	\$400,000
<u>East Lake External Load Phosphorus Reduction BMPs</u> <ul style="list-style-type: none"> <u>Stormwater Improvement or retrofit BMPs from North Creek/East Lake SWAs</u> <u>Enhanced Street Sweeping</u> <u>Lake Shoreline and Buffer Improvements</u> 	\$100,000

<u>East Lake Internal Load Phosphorus Reduction BMPs</u> <ul style="list-style-type: none"> • <u>Fisheries Management</u> • <u>Fish barrier</u> • <u>Lake Alum Feasibility Study</u> • <u>Lake Alum Treatment</u> 	
<u>North Creek Stormwater Improvement BMPs</u> <ul style="list-style-type: none"> • <u>Stormwater Improvement BMPs from North Creek/East Lake SWA</u> • <u>Dodd Blvd Stormwater Treatment BMP</u> • <u>Foxborough Park Area Stormwater Retrofit Projects</u> • <u>Buffer Improvements</u> 	<u>\$75,000</u>
<u>Long/Farquar Lake stormwater improvements BMPs</u> <ul style="list-style-type: none"> • <u>Stormwater improvement BMPs from Long/Farquar TMDL Implementation Plan</u> 	<u>\$100,000</u>
<u>Subtotal</u>	<u>\$900,000</u>
<u>Stream channel improvements</u> <ul style="list-style-type: none"> • <u>Bank Stabilization</u> • <u>Culvert/crossing</u> • <u>Infrastructure/Bank Stabilization</u> • <u>Infrastructure</u> • <u>Natural Channel Restoration</u> • <u>Riparian Management</u> • <u>Geo Morph Subtotal</u> 	<u>\$50,000</u>
<u>Budget Total</u>	<u>\$950,000</u>

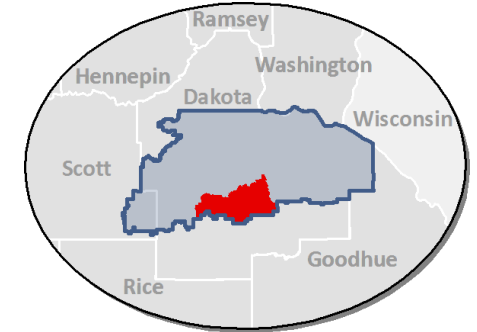
The projects highlighted in beige were identified in the [geomorphic assessment that was done for North Creek](#) and its tributaries, available on the website. Note that the dollar amount to be spent on projects identified in the geomorphic assessments is lumped for the two budget scenarios. The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria established within the assessment.

7.5 South Branch Vermillion Subwatershed

The South Branch Vermillion Subwatershed was identified as one of the top priorities for implementing projects. The subwatershed includes South Branch reach 707. Potential projects are identified in Figure 7.5.1.: South Branch Vermillion Subwatershed Management Plan.

Figure 7.5.1: South Branch Vermillion Subwatershed Management Plan

South Branch Vermillion Subwatershed Management Plan	Original Scenario (All Activities)	500K Annual Scenario-1	Current Balance Scenario
Woodchip bioreactors and other N removal BMPs	\$ 75,000	\$ 75,000	\$ 75,000
Riparian Buffers	\$ 250,000	\$ 250,000	\$ 125,625
Natural Channel Restoration	\$ 100,000	\$ 100,000	\$ 125,625
Culverts/crossings	\$ 50,000	\$ 50,000	\$ 50,000
Ten-Year Total Budget (15% of total)	\$ 475,000	\$ 475,000	\$ 376,250



South Branch Vermillion Subwatershed Management Plan (2022 Amendment)	Estimated Cost
Woodchip bioreactors and other N removal BMPs	\$75,000
Nutrient management practices <ul style="list-style-type: none"> Cover crops Perennial crops 	\$15,000
Best management practices identified in South Branch Vermillion SWA	\$134,700
Wetland Restoration and Water Storage Practices	\$244,400
Subtotal	\$469,100
Stream channel improvements <ul style="list-style-type: none"> Riparian buffers Natural Channel Restoration Culverts/Crossings 	\$136,700
Budget Total	\$605,800

A geomorphic assessment has not been conducted for this subwatershed yet so the dollar amounts shown for these activities (shaded beige in the figure) were estimated based on expenditures found in other, similar subwatersheds. The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria and priorities established within the assessment.

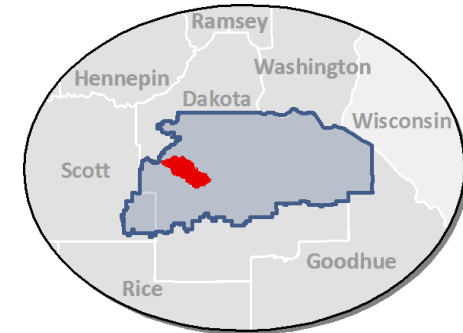
A geomorphic assessment was conducted by the Minnesota Department of Natural Resources in 2020. The assessment was not conducted in the same manner as other geomorphic assessments conducted by the VRWJPO that focus on project identification, and this assessment primarily focused stream classification based on field surveys and visual observations. As a result, it is more difficult to develop an implementation plan for stream channel improvements, but VRWJPO staff identified potential projects and estimated costs based on the information available.

7.6 Middle Creek Subwatershed

The Middle Creek Subwatershed was identified as a lower priority for implementing projects. The subwatershed includes two impaired reaches of Middle Creek (548 and 668). Potential projects are identified in Figure 7.6.1: Middle Creek Subwatershed Management Plan.

Figure 7.6.1: Middle Creek Subwatershed Management Plan

Middle Creek Subwatershed Management Plan	Original Scenario (All Activities)	500K Annual Scenario 1	Current Balance Scenario
Headwater Stream Ponds (upstream of 195th St)	\$ 200,000	\$ 100,000	\$ 100,000
Bacteria Feasibility Study	\$ 25,000		0
Bacteria Project	\$ 125,000		0
Headwaters Cost Share	\$ 25,000	\$ 25,000	0
Connect re-constructed area in reach 547 downstream of 195th Street	\$-	0	0
Subtotal	\$ 375,000	\$ 125,000	\$ 100,000
<i>Bank Stabilization</i>	<i>\$ 56,250</i>	\$ 375,000	\$ 117,500
<i>Crossing/culvert</i>	<i>\$ 356,250</i>		
<i>Grade Stabilization</i>	<i>\$ 262,500</i>		
<i>Infrastructure</i>	<i>\$ 37,500</i>		
<i>Natural Channel Restoration</i>	<i>\$ 1,068,750</i>		
<i>Riparian Management</i>	<i>\$ 112,500</i>		
<i>Geo Morph Subtotal</i>	<i>\$ 1,893,750</i>		
Ten Year Total Budget (10% of total)	\$ 2,268,750	\$ 500,000	\$ 217,500



Middle Creek Subwatershed Management Plan (2022 Amendment)	Estimated Cost
Wetland Restoration and Water Storage Practices	\$75,000
Headwater Improvement Cost Share	\$25,000
Subtotal	\$100,000
Stream channel improvements	\$260,000
• Bank Stabilization	
• Crossing/culvert	
• Grade Stabilization	
• Infrastructure	
• Natural Channel Restoration	
• Riparian Management	
Budget Total	\$360,000

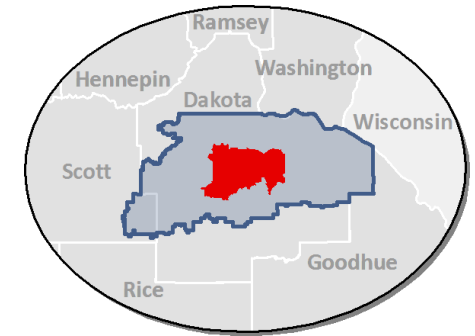
The projects highlighted in beige were identified in the [geomorphic assessment that was done for Middle Creek](#) and its tributaries, available on the website. ~~Note that the dollar amount to be spent on projects identified in the geomorphic assessments is lumped for the two budget scenarios.~~ The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria established within the assessment.

7.7 Middle Main Stem Subwatershed

The Middle Main Stem Subwatershed was identified as a lower priority for implementing projects. The subwatershed includes Vermillion River reach 507. Potential projects are identified in Figure 7.7.1.: Middle Main Stem Subwatershed Management Plan.

Figure 7.7.1: Middle Main Stem Subwatershed Management Plan

Middle Main Stem Subwatershed Management Plan	Original Scenario (All Activities)	500K Annual Scenario 1	Current Balance Scenario
Study to determine SW pond temperature	\$ 25,000	\$ 25,000	\$ 25,000
Subtotal	\$ 25,000	\$ 25,000	\$ 25,000
<i>Bank Stabilization</i>	\$ 337,500	\$ 325,000	\$ 127,250
<i>Culvert/crossing</i>	\$ 637,500		
<i>Infrastructure</i>	\$ 131,250		
<i>Natural Channel Restoration</i>	\$ 2,231,250		
<i>Riparian Management</i>	\$ 600,000		
<i>Geo-Morph Subtotal</i>	\$ 3,937,500		
Ten-Year Total Budget (7% of total)	\$ 3,962,500	\$ 350,000	\$ 152,250



Middle Main Stem Subwatershed Management Plan (2022 Amendment)	Estimated Cost
Stormwater Volume and/or Pollutant Reduction BMPs <ul style="list-style-type: none"> Stream temperature reduction BMPs SW pond temperature reduction BMPs Urban stormwater BMPs 	\$125,000
Nutrient management practices <ul style="list-style-type: none"> Cover crops Perennial crops 	\$15,000
Agricultural BMPs	\$25,000
Wetland Restoration and Water Storage Practices	\$75,000
Subtotal	\$240,000
Stream channel Improvements <ul style="list-style-type: none"> Bank Stabilization Culvert/crossing Infrastructure Natural Channel Restoration Riparian Management 	\$50,000
Budget Total	\$290,000

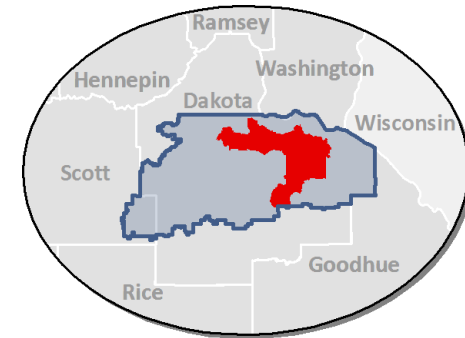
The projects highlighted in beige were identified in the [geomorphic assessment that was done in the Empire Flowages](#), available on the website. Note that the dollar amount to be spent on projects identified in the geomorphic assessments is lumped for the two budget scenarios. The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria established within the assessment.

7.8 Lower Main Stem Subwatershed

The Lower Main Stem Subwatershed was identified as a lower priority for implementing projects. The subwatershed includes Vermillion River reach 692. Potential projects are identified in Figure 7.8.1.: Lower Main Stem Subwatershed Management Plan.

Figure 7.8.1: Lower Main Stem Subwatershed Management Plan

Lower Main Stem Subwatershed Management Plan	Original Scenario (All Activities)	500K Annual Scenario 1	Current Balance Scenario
Riparian Buffers	\$ 250,000	\$ 50,000	\$ 54,375
Urban BMP retrofit opportunities in residential areas of Hastings	\$ 450,000	\$ 150,000	
Streambank Stabilization	\$ 250,000	\$ 50,000	\$ 54,375
Ten Year Total Budget (5% of total)	\$ 950,000	\$ 250,000	\$ 108,750



Lower Main Stem Subwatershed Management Plan (2022 Amendment)	Estimated Cost
Urban BMP retrofit opportunities	\$37,750
Wetland Restoration and Water Storage Practices	\$10,000
Nutrient management practices <ul style="list-style-type: none"> Cover crops Perennial crops 	\$15,000
Best management practices identified in Lower Mainstem South SWA	\$45,000
Subtotal	\$107,750
Stream channel Improvements <ul style="list-style-type: none"> Bank Stabilization Infrastructure Riparian Management 	\$55,250
Budget Total	\$163,000

A geomorphic assessment has not been conducted for this subwatershed yet so the dollar amounts shown for these activities (shaded beige in the figure) were estimated based on expenditures found in other, similar subwatersheds. The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria and priorities established within the assessment.

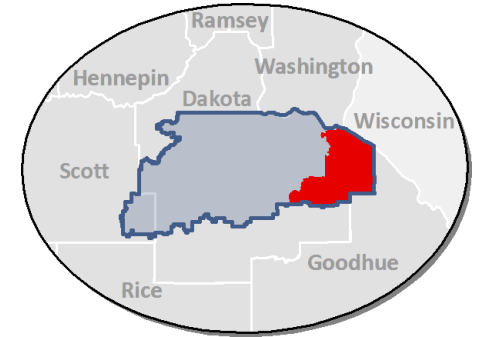
The projects highlighted in beige were identified in the geomorphic assessment that was done in the Lower Mainstem, available on the website. Note that the dollar amount to be spent on projects identified in the geomorphic assessments is lumped for the two budget scenarios. The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria established within the assessment.

7.9 Mississippi River Direct Subwatershed

The Mississippi River Direct Subwatershed was identified as a lower priority for implementing projects. The subwatershed includes the Ravenna Coulees. Potential projects are identified in Figure 7.9.1: Mississippi River Direct Subwatershed Management Plan.

Figure 7.9.1: Mississippi River Direct Subwatershed Management Plan

Mississippi Direct Subwatershed Management Plan	Original Scenario (All Activities)	500K Annual Scenario 1	Current Balance Scenario
Ag BMPs in Upstream Areas	\$ 25,000	\$ 25,000	\$ 25,000
Riparian Buffers	\$ 50,000	\$ 50,000	\$ 50,000
Urban BMP retrofit opportunities in residential areas of Hastings	\$ 300,000		
Ravenna Coulee 1, West Drainage, PP01 Grade Stabilization	\$ 25,000	\$ 25,000	
Ten Year Total Budget (3% of total)	\$ 400,000.00	\$ 100,000.00	\$ 75,000.00



Mississippi Direct Subwatershed Management Plan (2022 Amendment)	Estimated Cost
Water Storage in Upstream Areas	\$10,000
Urban BMP retrofit opportunities	\$37,750
Nutrient management practices <ul style="list-style-type: none"> Cover crops Perennial crops 	\$15,000
Agricultural BMPs	\$15,000
Subtotal	\$77,750
Stream channel Improvements <ul style="list-style-type: none"> Riparian Buffers Etter Creek improvement and ravine stabilization projects Other ravine stabilization projects 	\$75,000
Budget Total	\$152,750

The projects highlighted in beige were identified in the [geomorphic assessment that was done in the Etter Creek/ Ravenna Coulees](#), available on the website. Note that the dollar amount to be spent on projects identified in the geomorphic assessments is lumped for the two budget scenarios. The specific geomorphic assessment projects to be conducted will be determined based on the evaluation criteria established within the assessment.

7.10 Implementation Plan Table

Figure 7.10.1: Implementation Plan Table uses the VRWJPO roles and Watershed Plan goals to provide cost estimates for the Section 6 actions not included in the subwatershed plans.

Those actions that can be taken by VRWJPO staff as part of current operations are included in the “Staff Function” line in the Implementation Plan Table. An annual budget of \$240,000 over each of the next 10 years for staff functions encompasses many of the actions listed in Section 6.

Those actions that require additional resources (planning, development, policy, consultation, etc.) are specifically listed in the table, with cost estimates. The subwatershed plan costs are summarized and listed in the Land and Water Treatment category.

Where implementation activities are dependent upon one another (e.g. water quality improvement project dependent upon the completion of a feasibility study and/or modeling effort), the relationship is reflected in the schedule.

Implementation activities and cost estimates are taken from previous studies or projects. In other cases, the costs are estimates based on current

understanding of the activity’s scope. Cost estimates are shown as either a one-time cost (typical of feasibility studies and capital improvement projects) or as annual costs for ongoing programs. In general, the Implementation Plan provides a planning-level projection that can be used as a starting point for the detailed annual budgeting process.

The implementation plan table is organized by the roles of the VRWJPO as defined in Section 6: Goals, Objectives, and Actions. For each of the VRWJPO roles, the plan table provides a budget for general staff functions.

7.11 VRWJPO Financing

Dakota and Scott counties jointly fund the administration and activities of the VRWJPO, as specified in the Joint Powers Agreement (see Appendix A). The funding is provided through the counties’ annual property tax levies, using the following process:

- ≈ Dakota and Scott counties provide the VRWJPO with estimates of Vermillion River Watershed Management Tax District tax capacity.
- ≈ In August, the VRWJPO staff submits a preliminary annual budget and Vermillion River Watershed

Management Tax District Levy for the subsequent year to the VRWJPB.

- ≈ The VRWJPB holds a public hearing and adopts the proposed budget and levy amounts for the next year.
- ≈ In September, the Dakota County and Scott County Boards certify the preliminary levy amounts allocated to the portions of the watershed in each County according to tax capacity.
- ≈ In December, as the annual budget cycle ends, the VRWJPO staff updates the proposed budget to a final version for the subsequent year. The VRWJPB adopts the final budget and levy.
- ≈ In December, the Dakota County and Scott County Boards certify the final Vermillion River Watershed Management Tax District levy.

The Vermillion River Watershed Management Tax District levy is a primary, but not the only, source of funding for VRWJPO activities. The VRWJPO also pursues grant opportunities, partnerships, or coordinated efforts that align with Watershed Plan goals and needs. The VRWJPO may also pursue other alternative funding options as identified in Minnesota Statutes 103B, if these options are consistent with the Joint Powers Agreement.

Provide cost-share or other incentives for producers using cover crops or nutrient management plans		--	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 225,000
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Figure 7.10.1: Implementation Plan Table

VRWJPO Roles and Goals	Implementation Initiatives	Grant Eligibility	Costs										10-Year Total	
			2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
Goal C	Research strategies for water use, re-use, or infiltration that minimize groundwater use at mining sites			\$ -	\$ 10,000	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Monitoring and Assessment			\$ 202,500	\$ 202,500	\$ 227,500	\$ 202,500	\$ 192,500	\$ 232,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 2,030,000
	Staff Function		See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	\$ -
Goal A	Add continuous dissolved oxygen (DO) monitoring to Monitoring Network sampling for reaches listed as impaired for DO		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
	Collect and analyze surface water quality monitoring data and report annually on condition, trends, and recommendations for improvement		\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 192,500	\$ 1,925,000
	Complete geomorphic assessments on the South Branch and Lower Main stem Vermillion River (Hwy 52 to Hastings).		\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Public Communication and Outreach			\$ 221,000	\$ 226,000	\$ 231,000	\$ 226,000	\$ 226,000	\$ 221,000	\$ 226,000	\$ 226,000	\$ 226,000	\$ 221,000	\$ 221,000	\$ 2,245,000
	Staff Function		\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 2,200,000
Goal E	Host VRWJPO watershed tours for elected and appointed officials to highlight demonstrations of innovative technology, successful water quality and quantity improvement practices, and restoration activities		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000
Goal B	Collaborate with partners on turf and fertilizer management workshops for facility managers of businesses, parks, schools, and others	Yes			\$ 5,000		\$ 5,000			\$ 5,000				\$ 15,000
	Continue to promote and support workshops on ice/snow management and turfgrass maintenance			\$ 5,000		\$ 5,000			\$ 5,000					\$ 15,000
Goal A	Consider facilitating a watershed- or county-wide outreach and education campaign to increase awareness about the urban and rural land use contributions to nitrate contamination of groundwater	Yes			\$ 5,000									\$ 5,000
Goal A	Implement outreach activities identified in the WRAPS Civic Engagement Plan													\$ -
Regulation			\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,000,000
	Staff Function		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,000,000
Research and Planning			\$ 10,000	\$ 35,000	\$ 10,000	\$ 165,000	\$ 45,000	\$ 10,000	\$ 160,000	\$ -	\$ 10,000	\$ 150,000	\$ 595,000	
	Staff Function		See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	See initial Staff Function	\$ -
Goal G	Propose demonstration or research projects that have the potential to protect the brown trout population from thermal impacts	Yes				\$ 150,000			\$ 150,000				\$ 150,000	\$ 450,000
Goal E	Conduct a follow-up of watershed landowners in 2017 (five years after the University of Minnesota survey).		\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Goal B	Coordinate with other agencies to monitor condition and trends in groundwater levels and contaminant concentrations		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000	\$ 50,000
Goal A	Evaluate need for new Watershed Standards on aggregate mining, if research shows potential water resource impacts	Yes	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
	Review existing research on aggregate mining impacts on water and groundwater, in conditions comparable to the watershed.	Yes		\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
	Discuss research needs to evaluate cumulative landscape-scale impacts of aggregate mining in the watershed with partners	Yes	See previous item	See previous item	See previous item	See previous item	See previous item	See previous item	See previous item	See previous item	See previous item	See previous item	See previous item	\$ -
	Explore implementation of BWSR's "One Watershed, One Plan" principles as a means of addressing watershed-wide needs.		\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Goal C	Consider developing Water Conservation Standards for the watershed		\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	Review 2006 inventory of groundwater recharge areas and update, if needed		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
ANNUAL TOTALS			\$ 1,041,975	\$ 1,106,975	\$ 1,151,975	\$ 1,246,975	\$ 1,106,975	\$ 1,136,975	\$ 1,236,975	\$ 1,046,975	\$ 1,051,975	\$ 1,191,975	\$ 11,309,750	
TOTALS FUNDED THROUGH LEVY			\$ 1,041,975	\$ 1,081,975	\$ 1,151,975	\$ 1,096,975	\$ 1,096,975	\$ 1,136,975	\$ 1,076,975	\$ 1,046,975	\$ 1,051,975	\$ 1,041,975	\$ 10,824,750	
TOTALS FUNDED THROUGH GRANTS			\$ -	\$ 25,000	\$ -	\$ 150,000	\$ 10,000	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ 485,000	
ANNUAL TOTALS			\$ 1,184,275	\$ 1,249,275	\$ 1,294,275	\$ 1,389,275	\$ 1,249,275	\$ 1,279,275	\$ 1,369,275	\$ 1,189,275	\$ 1,194,275	\$ 1,334,275	\$ 12,732,750	
TOTALS FUNDED THROUGH LEVY			\$ 1,184,275	\$ 1,224,275	\$ 1,294,275	\$ 1,239,275	\$ 1,239,275	\$ 1,279,275	\$ 882,775	\$ 852,775	\$ 819,275	\$ 809,275	\$ 10,824,750	
TOTALS FUNDED THROUGH GRANTS			\$ -	\$ 25,000	\$ -	\$ 150,000	\$ 10,000	\$ -	\$ 486,500	\$ 336,500	\$ 375,000	\$ 525,000	\$ 1,908,000	

6c. Presentation and Discussion on Proposed VRWJPO 2023 Draft Budget and Watershed Management Tax District Levy

Meeting Date: 7/28/2022
Item Type: Regular-Information
Contact: Mark Zabel
Telephone: 952-891-7011
Prepared by: Mark Zabel
Reviewed by: N/A N/A



PURPOSE/ACTION REQUESTED

- Presentation and Discussion on Proposed VRWJPO 2023 Draft Budget and Watershed Management Tax District Levy

SUMMARY

The proposed Draft VRWJPO 2023 Budget (included as Attachment A) is \$3,387,423 including cash reserves, Clean Water Fund Competitive Funding grant, Clean Water Fund Watershed-Based Implementation Funding grant, and the Watershed Management Tax District Levy. The Draft VRWJPO 2023 Budget recommends a Watershed Management Tax District Levy of \$1,000,000, \$35,100 in the Scott County portion of the watershed and \$964,900 in the Dakota County portion of the watershed. This amount represents no change from the overall Watershed Management Tax District levy compared to 2022. The draft budget reflects recommendations from VRWJPO staff and partners and items from the implementation section of the Vermillion River Watershed Management Plan.

An approved Draft VRWJPO 2023 Budget will remain “draft” until such time as the Vermillion River Watershed Joint Power Board adopts a Final VRWJPO 2023 Budget and Dakota County and Scott County Boards certify the final Watershed Management Tax District Levy in December of 2022.

Supporting Documents:

Attachment A: Draft VRWJPO 2023 Budget

Attachment B: Vermillion River Watershed Tax District Estimated 2023 Taxes DC

Attachment C: 2023 Vermillion WMO Impact SC

Previous Board Action(s):

RESOLUTION

6c. Presentation and Discussion on Proposed VRWJPO 2023 Draft Budget and Watershed Management Tax District Levy

Information only.

VRWJPO Draft 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
EXPENSES					
Administration and Operations -2170020000	1 Dakota County VRW Staff	\$180,500	5.3%	\$180,500	9.3%
	2 Scott County VRW Staff	\$15,000	0.4%	\$15,000	0.8%
	3 Other Dakota County Staff Time	\$12,000	0.4%	\$12,000	0.6%
	4 Legal Support	\$25,000	0.7%	\$25,000	1.3%
	5 Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$6,000	0.2%	\$6,000	0.3%
	6 Training, Conferences, and Certifications	\$2,000	0.1%	\$2,000	0.1%
Subtotal Administrative		\$240,500	7.1%	\$240,500	12.4%
Research and Planning -2170020130	1 Dakota SWCD Incentive Program Policy Assistance	\$1,600	0.0%	\$1,600	0.1%
	2 Scott County Staff	\$2,000	0.1%	\$2,000	0.1%
	3 VRW Staff	\$15,000	0.4%	\$12,000	0.6%
Subtotal Research and Planning		\$18,600	0.5%	\$15,600	0.8%
Monitoring and Assessment -2170020230	1 Vermillion River Monitoring Network in Dakota Co.				
	1a Staff Time for Sample Collection, Equipment Installation, Maintenance	\$39,000	1.2%	\$39,000	2.0%
	1b Data analysis, database management, data reporting, FLUX modeling	\$17,000	0.5%	\$17,000	0.9%
	1c Water Quality Sample Analysis and QA/QC samples	\$19,000	0.6%	\$19,000	1.0%
	1d Equipment and Supplies	\$8,000	0.2%	\$8,000	0.4%
	2 Vermillion River Monitoring Network in Scott Co	\$9,800	0.3%	\$9,800	0.5%
	3 USGS Cost Share for Blaine Ave. Station	\$8,900	0.3%	\$8,900	0.5%
	4 DNR Flow Gaging Assistance	\$9,700	0.3%	\$9,700	0.5%
	5a Biological and Habitat Assessments	\$7,000	0.2%	\$7,000	0.4%
	5b Electrofishing	\$16,000	0.5%	\$16,000	0.8%
6 Monitoring Programs Review and Evaluation	\$15,000	0.4%	\$15,000	0.8%	
7 General GIS support (Dakota SWCD)	\$5,000	0.1%	\$5,000	0.3%	
8 Nitrate Treatment Practice Sampling	\$1,000	0.0%	\$1,000	0.1%	

VRWJPO Draft 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
	9 Iron Enhanced Sand Filter Performance Sampling	\$2,000	0.1%	\$2,000	0.1%
Subtotal Monitoring and Data Analysis		\$157,400	4.6%	\$157,400	8.1%
Public Communications and Outreach	1 Communication and Outreach Staff	\$100,000	3.0%	\$100,000	5.1%
	2 Vermillion River Watch Program	\$6,000	0.2%	\$6,000	0.3%
-2170020330	3 Vermillion River Stewards	\$0	0.0%	\$0	0.0%
	4 Scott County Outreach Efforts	\$2,250	0.1%	\$2,250	0.1%
	5 Vermillion River Watershed Projects Signage and Map Updates	\$10,000	0.3%	\$5,000	0.3%
	6 Newsletter, Mailings, Website, General Communication Materials	\$10,000	0.3%	\$10,000	0.5%
	7 Landscaping for Clean Water Workshop Program (Dakota SWCD)	\$30,400	0.9%	\$30,400	1.6%
	8 K-12 Classroom Presentations (Dakota SWCD)	\$4,000	0.1%	\$4,000	0.2%
	9 Watershed Tours	\$0	0.0%	\$0	0.0%
	10 Local Standards/ Ordinance and Turf/ Salt Workshops	\$3,500	0.1%	\$3,500	0.2%
Subtotal Public Outreach and Communication		\$166,150	4.9%	\$161,150	8.3%
Regulation	1 Scott SWCD Assistance with Plan Review	\$900	0.0%	\$900	0.0%
-2170020530	2 Engineering Assistance and Review	\$35,000	1.0%	\$35,000	1.8%
	3 VRW Staff Local Program Assistance	\$20,000	0.6%	\$20,000	1.0%
Subtotal Regulation		\$55,900	1.7%	\$55,900	2.9%
Coordination and Collaboration	1 Coordination VRW Staff	\$32,000	0.9%	\$32,000	1.6%
	2 Wetland Health Evaluation Program Cost Share	\$0	0.0%	\$0	0.0%
-2170020531	3 Children's Water Festival Support	\$600	0.0%	\$600	0.0%
	4 Watershed Partners	\$5,000	0.1%	\$5,000	0.3%
	5 Master Water Stewards	\$5,000	0.1%	\$5,000	0.3%
Subtotal Coordination and Collaboration		\$42,600	1.3%	\$42,600	2.2%
Land and Water Treatment					
Capital Improvement	1 Cost Share Programs in Dakota County (SWCD)	\$80,000	2.4%	\$80,000	4.1%

VRWJPO Draft 2023 Budget

<u>Category</u>		<u>Budget Items</u>	<u>2023 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
Projects	2	Cost Share Programs in Scott County (SWCD)	\$31,300	0.9%	\$31,300	1.6%
	-2170920130	3 Cost-share	\$250,000	7.4%	\$215,550	11.1%
		4 WBIF match	\$70,000	2.1%	\$0	0.0%
Subtotal Capital Improvement Projects			\$431,300	12.7%	\$326,850	16.8%
Maintenance	1	Past projects maintenance/ repair	\$70,000	2.1%	\$40,000	2.1%
	-2170920130	2 CIP construction oversight, maintenance/ repair staff costs	\$25,000	0.7%	\$25,000	1.3%
Subtotal Maintenance			\$95,000	2.8%	\$65,000	3.3%
Feasibility/Preliminary Studies		Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$40,000	1.2%	\$40,000	2.1%
	-2170020631	2 Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$180,000	5.3%	\$150,000	7.7%
Subtotal Feasibility/Preliminary Studies			\$220,000	6.5%	\$190,000	9.8%
Irrigation Audit and Cost Share Program	1	Irrigation Audits	\$10,000	0.3%	\$5,000	0.3%
	2170020431	2 Irrigation Cost-Share	\$10,000	0.3%	\$5,000	0.3%
Subtotal Irrigation Audit and Cost Share			\$20,000	0.6%	\$10,000	0.5%
2020-2023 WBIF Grant (BWSR) North Creek	1	North Creek Stabilization	\$337,500	10.0%	\$288,700	14.9%
	-2170020853	2 VRWJPO cash match	\$50,000	1.5%	\$50,000	2.6%
Subtotal 2020-2023 WBIF Grant North Creek Stabilization			<b style="color: red;">\$387,500	11.4%	\$338,700	17.4%
2020-2023 WBIF Grant (BWSR) Farmington Direct	1	Farmington Direct Drainage Assessment	\$0	0.0%	\$13,300	0.7%
	-2170020854	2 VRWJPO cash match	\$0	0.0%	\$3,330	0.2%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage			\$0	0.0%	\$16,630	0.9%
2020-2023 WBIF Grant (BWSR) Hastings Direct	1	Hastings Direct Drainage Assessment	\$26,700	0.8%	\$26,700	1.4%

VRWJPO Draft 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
-2170020855 2	VRWJPO cash match	\$3,330	0.1%	\$3,330	0.2%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage		\$30,030	0.9%	\$30,030	1.5%
2020-2023 WBIF Grant					
(BWSR) Ravenna Basins 1	Ravenna Basins Restoration	\$0	0.0%	\$59,000	3.0%
-2170020856 2	VRWJPO cash match	\$0	0.0%	\$26,000	1.3%
Subtotal 2020-2023 WBIF Grant Ravenna Basins Restoration		\$0	0.0%	\$85,000	4.4%
CWF Competitive Grant					
(BWSR) Foxborough TSS 1	Foxborough Park TSS Project	\$346,500	10.2%		
-2170020859 2	VRWJPO cash match	\$30,000	0.9%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$376,500	11.1%		
CWF Competitive Grant					
(BWSR) Ravenna Trail 1	Ravenna Trail Ravine Stabilization	\$495,000	14.6%		
-2170020860 2	VRWJPO cash match	\$50,000	1.5%		
Subtotal CWF Competitive Grant Ravenna Trail Ravine Stabilization		\$545,000	16.1%		
CWF Grant (BWSR)					
-2170020848 1	WBF Grant Admin	\$17,700	0.5%	\$17,700	0.9%
Subtotal WBF Grant Admin		\$17,700	0.5%	\$17,700	0.9%
Weland Bank					
2170020930	Wetland Bank Restoration Funds Reserve	\$155,393	4.6%		
Subtotal Wetland Bank Restoration Funds		\$155,393	4.6%		
Subtotal of Expenditures		\$2,959,573	87.4%	\$1,753,060	90.2%
Cash Reserve		\$427,850	12.6%	\$189,540	9.8%
TOTAL Annual Expenses		\$3,387,423	100.0%	\$1,942,600	100.0%

VRWJPO Draft 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
REVENUE					
	Wetland Bank	\$155,393	4.6%		
	CIP Reserve	\$350,000	10.3%	\$146,000	7.5%
	CIP Reserve Grant Match	\$133,330	3.9%	\$84,000	4.3%
	Fund Balance from Underspending in Previous Year	\$405,000	12.0%	\$456,000	23.5%
	Grant Carryover	\$664,350			
	CWF Grant (BWSR) Competitive	\$420,750	12.4%	\$0	0.0%
	CWF Grant WBIF (BWSR) 2020-2023	\$243,600	7.2%	\$243,600	12.5%
	Fees for Permitting Activities	\$1,000	0.0%	\$1,000	0.1%
	Dakota County Levy	\$964,900	28.5%	\$967,500	49.8%
	Scott County Levy	\$35,100	1.0%	\$32,500	1.7%
	Investment Earnings	\$14,000	0.4%	\$12,000	0.6%
	TOTAL Annual Revenue	\$3,387,423	100.0%	\$1,942,600	100.0%

Vermillion River Watershed Management Tax District
 Estimated Pay 2023 Taxes * (Dakota County)

6c:Attachment B

Residential Property

Market Value	Tax Capacity	Proposed 2023 Levy								2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual	2010 Actual	2009 Actual	
		\$300,000	\$400,000	\$500,000	\$750,000	\$964,900	\$1,000,000	\$1,250,000	\$1,500,000	\$967,500	\$966,650	\$966,000	\$912,900	\$887,900	\$861,700	\$821,140	\$817,500	\$858,900	\$831,600	\$868,000	\$964,700	\$1,047,905	\$1,138,839	
Rate		0.0602%	0.0939%	0.1277%	0.2122%	0.2848%	0.2966%	0.3811%	0.4655%	0.3470%	0.3480%	0.3990%	0.4030%	0.4290%	0.4490%	0.4490%	0.4660%	0.5450%	0.5430%	0.5410%	0.5550%	0.5660%	0.3376%	
Various Values																								
\$150,000	1,263	\$0.76	\$1.19	\$1.61	\$2.68	\$3.60	\$3.75	\$4.81	\$5.88	\$4.38	\$4.39	\$5.04	\$5.09	\$5.42	\$5.67	\$5.67	\$5.88	\$6.88	\$6.86	\$6.83	\$7.01	\$7.15	\$4.26	
\$170,000	1,481	\$0.89	\$1.39	\$1.89	\$3.14	\$4.22	\$4.39	\$5.64	\$6.89	\$5.14	\$5.15	\$5.91	\$5.97	\$6.35	\$6.65	\$6.65	\$6.90	\$8.07	\$8.04	\$8.01	\$8.22	\$8.38	\$5.00	
\$185,000	1,644	\$0.99	\$1.54	\$2.10	\$3.49	\$4.68	\$4.88	\$6.27	\$7.65	\$5.71	\$5.72	\$6.56	\$6.63	\$7.05	\$7.38	\$7.38	\$7.66	\$8.96	\$8.93	\$8.89	\$9.12	\$9.31	\$5.55	
\$190,000	1,699	\$1.02	\$1.60	\$2.17	\$3.60	\$4.84	\$5.04	\$6.47	\$7.91	\$5.89	\$5.91	\$6.78	\$6.85	\$7.29	\$7.63	\$7.63	\$7.92	\$9.26	\$9.22	\$9.19	\$9.43	\$9.61	\$5.74	
\$200,000	1,808	\$1.09	\$1.70	\$2.31	\$3.84	\$5.15	\$5.36	\$6.89	\$8.41	\$6.27	\$6.29	\$7.21	\$7.28	\$7.75	\$8.12	\$8.12	\$8.42	\$9.85	\$9.82	\$9.78	\$10.03	\$10.23	\$6.10	
\$210,000	1,917	\$1.15	\$1.80	\$2.45	\$4.07	\$5.46	\$5.69	\$7.30	\$8.92	\$6.65	\$6.67	\$7.65	\$7.72	\$8.22	\$8.61	\$8.61	\$8.93	\$10.45	\$10.41	\$10.37	\$10.64	\$10.85	\$6.47	
\$225,000	2,080	\$1.25	\$1.95	\$2.66	\$4.41	\$5.92	\$6.17	\$7.93	\$9.68	\$7.22	\$7.24	\$8.30	\$8.38	\$8.92	\$9.34	\$9.34	\$9.69	\$11.34	\$11.29	\$11.25	\$11.54	\$11.77	\$7.02	
\$250,000	2,353	\$1.42	\$2.21	\$3.00	\$4.99	\$6.70	\$6.98	\$8.97	\$10.95	\$8.16	\$8.19	\$9.39	\$9.48	\$10.09	\$10.56	\$10.56	\$10.96	\$12.82	\$12.77	\$12.73	\$13.06	\$13.32	\$7.94	
\$275,000	2,625	\$1.58	\$2.47	\$3.35	\$5.57	\$7.48	\$7.79	\$10.00	\$12.22	\$9.11	\$9.14	\$10.47	\$10.58	\$11.26	\$11.79	\$11.79	\$12.23	\$14.31	\$14.25	\$14.20	\$14.57	\$14.86	\$8.86	
\$290,000	2,789	\$1.68	\$2.62	\$3.56	\$5.92	\$7.94	\$8.27	\$10.63	\$12.98	\$9.68	\$9.70	\$11.13	\$11.24	\$11.96	\$12.52	\$12.52	\$12.99	\$15.20	\$15.14	\$15.09	\$15.48	\$15.78	\$9.42	
\$300,000	2,898	\$1.74	\$2.72	\$3.70	\$6.15	\$8.25	\$8.60	\$11.04	\$13.49	\$10.05	\$10.08	\$11.56	\$11.68	\$12.43	\$13.01	\$13.01	\$13.50	\$15.79	\$15.73	\$15.68	\$16.08	\$16.40	\$9.78	
\$307,300	2,977	\$1.79	\$2.80	\$3.80	\$6.32	\$8.48	\$8.83	\$11.35	\$13.86	\$10.33	\$10.36	\$11.88	\$12.00	\$12.77	\$13.37	\$13.37	\$13.87	\$16.23	\$16.17	\$16.11	\$16.52	\$16.85	\$10.05	
\$359,500	3,546	\$2.13	\$3.33	\$4.53	\$7.52	\$10.10	\$10.52	\$13.51	\$16.51	\$12.31	\$12.34	\$14.15	\$14.29	\$15.21	\$15.92	\$15.92	\$16.53	\$19.33	\$19.26	\$19.18	\$19.68	\$20.07	\$11.97	
\$375,000	3,715	\$2.24	\$3.49	\$4.75	\$7.88	\$10.58	\$11.02	\$14.16	\$17.29	\$12.89	\$12.93	\$14.82	\$14.97	\$15.94	\$16.68	\$16.68	\$17.31	\$20.25	\$20.17	\$20.10	\$20.62	\$21.03	\$12.54	
\$400,000	3,988	\$2.40	\$3.75	\$5.09	\$8.46	\$11.36	\$11.83	\$15.20	\$18.56	\$13.84	\$13.88	\$15.91	\$16.07	\$17.11	\$17.90	\$17.90	\$18.58	\$21.73	\$21.65	\$21.57	\$22.13	\$22.57	\$13.46	
\$425,000	4,260	\$2.56	\$4.00	\$5.44	\$9.04	\$12.13	\$12.64	\$16.23	\$19.83	\$14.78	\$14.83	\$17.00	\$17.17	\$18.28	\$19.13	\$19.13	\$19.85	\$23.22	\$23.13	\$23.05	\$23.64	\$24.11	\$14.38	
\$450,000	4,533	\$2.73	\$4.26	\$5.79	\$9.62	\$12.91	\$13.44	\$17.27	\$21.10	\$15.73	\$15.77	\$18.09	\$18.27	\$19.44	\$20.35	\$20.35	\$21.12	\$24.70	\$24.61	\$24.52	\$25.16	\$25.65	\$15.30	
\$475,000	4,805	\$2.89	\$4.51	\$6.14	\$10.20	\$13.68	\$14.25	\$18.31	\$22.37	\$16.67	\$16.72	\$19.17	\$19.36	\$20.61	\$21.57	\$21.57	\$22.39	\$26.19	\$26.09	\$26.00	\$26.67	\$27.20	\$16.22	
\$500,000	5,078	\$3.05	\$4.77	\$6.49	\$10.77	\$14.46	\$15.06	\$19.35	\$23.64	\$17.62	\$17.67	\$20.26	\$20.46	\$21.78	\$22.80	\$22.80	\$23.66	\$27.67	\$27.57	\$27.47	\$28.18	\$28.74	\$17.14	

Estimated TCAP Pay 2023 (as of 08/16/2021)	296,029,324
Pay 2022 Median Value: 307,300	
Pay 2023 Median Value: 359,500	

WHAT IF TAX COMPARISON PAY 2022 vs Pay 2023

FISCAL YEAR 2022	
8,697,417 GROSS TAX CAPACITY (11,047) 10% KV TRANS LINE (-) (456,738) FISCAL DISPARITY (-)	\$ 32,500 FINAL CERTIFIED LEVY
8,229,632 NET TAX CAPACITY	\$ (3,475) FISCAL DISPARITY (-)
	\$ 29,025 TAX LEVY OR SPREAD LEVY
Tax Rate	0.353%
FISCAL YEAR 2023	
11,250,533 GROSS TAX CAPACITY (11,122) 10% KV TRANS LINE (-) (483,703) FISCAL DISPARITY (-)	\$ 35,100 PROPOSED LEVY OR CERTIFIED LEVY
10,755,708 NET TAX CAPACITY	\$ (3,475) FISCAL DISPARITY (-)
	\$ 31,625 TAX LEVY OR SPREAD LEVY
Tax Rate	0.294%

6c: Attachment C

RESIDENTIAL IMPACTS

	% Value Range Inc/Dec	# of affected Properties	Average Market Value 2022	Average Market Value 2023	Value Exclusion 2022	Taxable Market Value 2022	Value Exclusion 2023	Taxable Market Value 2023	Taxable % Chg 2022-2023	Pay 2022	Pay 2023	Net Inc/Dec 2022 vs 2023	Net Difference % Change	Median & Average Values			
										Net Payable 2022	Net Payable 2023			2022 Median Values	2023 Median Values	2023 Average Values	2023 Value % Change
Elko New Mrkt City 1533	+15.01+%	1444	\$ 311,000	\$ 357,650	\$ 9,250	\$ 301,750	\$ 5,052	\$ 352,599	16.85%	\$ 10.64	\$ 10.37	\$ (0.27)	-2.583%	\$ 316,300	\$ 398,700	\$ 389,800	26.1%
	+10.01-15.00%	78	\$ 311,000	\$ 349,875	\$ 9,250	\$ 301,750	\$ 5,751	\$ 344,124	14.04%	\$ 10.64	\$ 10.12	\$ (0.52)	-4.925%				
	+5.01-10.00%	9	\$ 311,000	\$ 334,325	\$ 9,250	\$ 301,750	\$ 7,151	\$ 327,174	8.43%	\$ 10.64	\$ 9.62	\$ (1.02)	-9.608%				
	+0.01-5.00%	1	\$ 311,000	\$ 318,775	\$ 9,250	\$ 301,750	\$ 8,550	\$ 310,225	2.81%	\$ 10.64	\$ 9.12	\$ (1.52)	-14.291%				
	No Change	0	\$ 311,000	\$ 311,000	\$ 9,250	\$ 301,750	\$ 9,250	\$ 301,750	0.00%	\$ 10.64	\$ 8.87	\$ (1.77)	-16.632%				
	-0.01-5.00%	0	\$ 311,000	\$ 303,225	\$ 9,250	\$ 301,750	\$ 9,950	\$ 293,275	-2.81%	\$ 10.64	\$ 8.62	\$ (2.02)	-18.973%				
	-5.01-10%	0	\$ 311,000	\$ 287,675	\$ 9,250	\$ 301,750	\$ 11,349	\$ 276,326	-8.43%	\$ 10.64	\$ 8.12	\$ (2.52)	-23.656%				
	-10.01-15%	0	\$ 311,000	\$ 272,125	\$ 9,250	\$ 301,750	\$ 12,749	\$ 259,376	-14.04%	\$ 10.64	\$ 7.63	\$ (3.02)	-28.339%				
-15.01+	1	\$ 311,000	\$ 264,350	\$ 9,250	\$ 301,750	\$ 13,449	\$ 250,902	-16.85%	\$ 10.64	\$ 7.38	\$ (3.27)	-30.680%					
New Market Twp 1147	+15.01+%	1082	\$ 484,200	\$ 556,830	\$ -	\$ 484,200	\$ -	\$ 556,830	15.00%	\$ 17.08	\$ 16.79	\$ (0.29)	-1.681%	\$ 463,200	\$ 592,500	\$ 614,500	27.9%
	+10.01-15.00%	46	\$ 484,200	\$ 544,725	\$ -	\$ 484,200	\$ -	\$ 544,725	12.50%	\$ 17.08	\$ 16.35	\$ (0.73)	-4.286%				
	+5.01-10.00%	8	\$ 484,200	\$ 520,515	\$ -	\$ 484,200	\$ -	\$ 520,515	7.50%	\$ 17.08	\$ 15.46	\$ (1.62)	-9.496%				
	+0.01-5.00%	1	\$ 484,200	\$ 496,305	\$ -	\$ 484,200	\$ -	\$ 496,305	2.50%	\$ 17.08	\$ 14.59	\$ (2.48)	-14.548%				
	No Change	2	\$ 484,200	\$ 484,200	\$ -	\$ 484,200	\$ -	\$ 484,200	0.00%	\$ 17.08	\$ 14.24	\$ (2.84)	-16.632%				
	-0.01-5.00%	1	\$ 484,200	\$ 472,095	\$ -	\$ 484,200	\$ -	\$ 472,095	-2.50%	\$ 17.08	\$ 13.88	\$ (3.20)	-18.716%				
	-5.01-10%	1	\$ 484,200	\$ 447,885	\$ -	\$ 484,200	\$ -	\$ 447,885	-7.50%	\$ 17.08	\$ 13.17	\$ (3.91)	-22.885%				
	-10.01-15%	5	\$ 484,200	\$ 423,675	\$ -	\$ 484,200	\$ -	\$ 423,675	-12.50%	\$ 17.08	\$ 12.46	\$ (4.62)	-27.053%				
-15.01+	1	\$ 484,200	\$ 411,570	\$ -	\$ 484,200	\$ 199	\$ 411,371	-15.04%	\$ 17.08	\$ 12.10	\$ (4.98)	-29.171%					
County Wide		46,381	\$ 358,100	\$ 439,800	\$ 5,011	\$ 353,089	\$ -	\$ 439,800	24.56%	\$ 12.45	\$ 12.93	\$ 0.48	3.841%	\$ 321,400	\$ 393,900	\$ 439,800	22.6%



Minutes

Vermillion River Watershed Planning Commission Meeting

July 13, 2022 – 4:00 p.m.

In-person and Zoom Videoconference

WPC Members in Attendance

Mark Henry James Kotz
Josh Borton Andy Riesgraf
Steve Hamrick Chuck Clanton

Staff in Attendance

Travis Thiel, VRWJPO
Brita Moore-Kutz, VRWJPO
Mark Zabel, VRWJPO

Others in Attendance

Curt Coudron, Dakota County SWCD
Valerie Neppl, Dakota County

1. Call to Order

The meeting was called to order at 4:01 p.m.

2. Roll Call

All members present.

3. Audience Comments on Items Not on the Agenda

None.

4. Approval of Agenda

Chair Henry called for any changes to the agenda. There were none.

Motion by Commissioner Borton, second by Commissioner Kotz, to approve the agenda as presented. The agenda was approved by a 6-0 vote.

5. Approval of Minutes from the April 13, 2022 Meeting

Chair Henry requested any adjustments to the minutes as presented. Upon hearing none, Chair Henry called for a motion to approve the minutes of the April 13, 2022 meeting of the WPC.

Motion by Commissioner Clanton, second by Commissioner Riesgraf, to approve the minutes of the April 13, 2022 meeting, as distributed. The minutes were approved by a 6-0 vote.

6. Business Items

a. Recommendation to release VRWJPO Plan Amendment to Plan Review Authorities for 30-day Public Review

Travis Thiel introduced the proposed Plan amendment and described the need for the amendment. The amendment is required to ensure that all potential projects are identified in the Plan document to be eligible for Watershed Based Implementation Funding program of the Minnesota Board of Water and Soil Resources. Projects that were not originally included in the 2016-2025 Vermillion Watershed Management Plan include projects resulting from Watershed Restoration and Protection Strategies analysis, Total Maximum Daily Load Studies, other feasibility and assessment studies, and project identified by project partners that address goals of the Plan. The amendment also provides additional clarification on Plan elements based on new information learned in the last five years. The amendment indicates a \$1,243,000 increase in spending, which is offset by an increase of \$1,243,000 in revenue anticipated from Watershed Based Implementation Grant funding.

Commissioner Clanton asked for clarification of the prioritization of subwatersheds in the Plan. The priorities shown in the Plan remain, however, spending on implementation does not match the set priorities. This is largely due to needing willing landowners implementing projects.

Motion by Commissioner Clanton, second by Commissioner Borton, recommending approval of the amendment to the 2016-2025 Vermillion River Watershed Management Plan was unanimously adopted by a 6-0 vote.

b. Update on the Dakota County Agricultural Chemical Reduction Effort (ACRE) and Monitoring Well Network

Valerie Neppel presented on the Dakota County Agricultural Chemical Reduction Effort (ACRE) program being implemented through the Groundwater Protection Unit. The ACRE program is being initiated as a result of the Dakota County Groundwater Plan. The Groundwater Plan was adopted in January of 2021. The Groundwater Plan is a planning effort under authority of Minnesota Statute 103B and is therefore a plan eligible for funding similar to the Watershed Management Plans as discussed in the previous item. The Groundwater Plan identified agricultural chemicals, specifically nitrates and pesticides, are a significant concern in groundwater in Dakota County, especially in the south and southeast portions of the County. The ACRE Plan was the first effort resulting from the adoption of the Dakota County Groundwater Plan. The ACRE Plan will be out for public review starting July 20th for a 45-day review. The Minnesota Rural Water Association and the Minnesota Board of Water and Soil Resources published guidance in 2021 identifying practices that are most effective in protecting groundwater and drinking water. This is the guiding framework in the ACRE Plan. Tier 1 identifies nitrate using the right nutrient, at the right rate, during the right time, in the right place. Tier 2 looks at using other cropping and cropping practices

other than just corn and soybeans. Tier 3 looks at taking portions of the landscape out of the cropping rotation using conversion to perennial cover such as native prairie plantings. Going forward it may require implementing of all three tiers in different locations to address the nitrate levels in out groundwater. Everything is voluntary within this Plan. Three rounds of outreach were performed with rural and agricultural interested parties with surveys asking for input on the Plan. An Agricultural Advisory Group was formed to get further input in more detail. There were town hall meetings as well as meetings with townships and cities. There were overarching themes. Most farmers want to do the right thing as they live here and expect their operation to stay in their families. Voluntary practices are preferred and are expected to be supported through incentives. The SWCD was identified as the most trusted resource. The overall goal of ACRE is to reduce agricultural chemicals, specifically nitrates and pesticides to below levels which could impact human health of the environment. Outcome measures for this goal are to:

- measure the levels of nitrate in private drinking water wells with the target to reduce levels to less than 5% of wells above standards within a township.
- no public water supply wells exceeding the standard.
- median values of nitrates below standards
- no private drinking water wells exceed 50% of drinking water guidelines
- reducing chloride levels from agricultural sources

Strategies to address this are to:

- 1- Develop information for decision making (monitoring, modeling, and surveys)
- 2- Communication, outreach, and education
- 3- Technical assistance
- 4- Financial incentives

Commissioner Henry asked if dust control chemicals is a large contributor to chloride in groundwater. Valerie responded that she did not know how much dust control contributes but it is not among the top three which are: deicing salt, water softeners, potash fertilizer.

There was some discussion of cover crops and perennial crop alternatives including camelina and kernza.

The Groundwater Protection Unit is working on developing a grant program for the implementation of drinking water treatment systems for low income households on private well water sources used for drinking water that exceed drinking water standards. Valerie noted that in areas of the County with high nitrates even if all sources of nitrate were completely addressed it would still take time for a response in the groundwater and so treatment systems may be required for some time into the future.

The Groundwater Protection Unit is working with the Dakota County SWCD in implementing a Minnesota Department of Health grant for updating the Dakota County Model Mining

Ordinance. This is another action resulting from actions identified in the Dakota County Groundwater Plan.

The Groundwater Protection Unit is doing a feasibility study through a redevelopment block grant to look at the possibility for a rural water system for the portions of rural Dakota County where water quality is an issue.

c. Report on Measurable Outcomes as Identified in the 2016-2025 Vermillion River Watershed Management Plan

Brita Moore-Kutz presented a summary of information contained in the report. Brita highlighted specific areas. The report is in the order of the goals and measures within the 2016-2025 Vermillion River Watershed Management Plan. The report shows where we are improving in water quality. Brita highlighted changes in outreach where website use has increased significantly in the past year. Commissioner Riesgraf noted that the number of site visit views are up, the duration is shortened. This report is not a requirement, it is provided for the benefit of being able to track progress and trends.

7. Updates

a. Chairperson's Report

Commissioner Henry asked a general question about the potential impact of pesticides. He mentioned that there has been a great deal of progress in habitat development but wildlife (pheasants) are not as prominent and is wondering if pesticides may not be a factor. Commissioner Riesgraf asked if there is similar effects seen in neighboring states. Zabel mentioned that more intense spring rain events during nesting season could also be a factor and so there may be difficulty in pointing to a single factor that is impacting pheasant populations. Commissioners also discussed presence of other wildlife (deer, turkeys, coyotes, opossums, etc.) that seem to be thriving. Commissioner Henry also mentioned a field event being held at Kurt Kimber's farm which will include a highlight of Kernza as an alternative crop.

b. Staff Updates

Brita Moore-Kutz reported on developments for the We Are Water exhibit and events. Brita distributed a post card and bookmark with information relevant to water and the We Are Water exhibit and activities. Brita invited Commissioners to be a volunteer docent at the exhibit. Brita also mentioned that the Dakota County Fair is coming up next month and the VRWJPO will have a presence in the Natural Resources Building along with the Dakota County Groundwater Protection and Water Resources Units, Minnesota DNR, Dakota County SWCD, and Trout Unlimited. There will be a "Water Bar" at the display as part of the We Are Water activities.

Curt Coudron reported that Landscaping for Clean Water workshops are moving forward. There are a lot of cover crop contracts in place including 700 acres of new contracts and about 300

acres of previous contracts for a total of about 1000 acres of cover crop contracted in the Vermillion River Watershed. Commissioner Clanton asked how many have participated and have not continued. Curt responded that there are some contracts where a cropping rotation change makes it infeasible for cover cropping and so those situations do not continue. Curt also noted that there are fields where the producer is doing cover cropping on their own without contracting for cost share and those acres have not been tracked.

Mark Zabel reported that the VRWJPO has been selected for a Performance Review and Assistance Program review. Mark provided an overview of what that will entail for the VRWJPO in completing the review. Mark noted that there is a survey that is included in the review which goes out to partners for their input and that will include members of the Watershed Planning Commission. Mark mentioned that he is currently working on developing the draft budget for 2023. Mark presented an overview of current planning draft for the 2023 VRWJPO Budget. A formal presentation of the draft budget will be presented to the WPC at the August 10, 2022 meeting for recommendation to the Vermillion River Joint Powers Board.

Commissioner Clanton mentioned that the Watershed Planning Commission still has three vacancies in membership. Brita informed members that there had been no applications. There was an interested party who unfortunately does not reside in the watershed. Zabel encouraged members to recruit anyone interested to apply. Zabel did acknowledge the Commissioner Clanton did try to get an eligible applicant. Commissioner Henry had also put staff in touch with a potential applicant who declined at this time. Brita mentioned that she will try contacting him again next year. Commissioner Henry also mentioned that he has some contacts in Scott County that he will approach on this. Commissioner Riesgraf asked if the time of the meeting might be a hindrance to people applying? Zabel mentioned that people who have expressed interest have never asked about the meeting time. Zabel commented that the meeting time is not firm and the WPC can choose to meet at a different time.

Commissioner Henry commended and thanked staff.

8. Adjourn

Motion by Commissioner Clanton, second by Commissioner Kotz, to adjourn the meeting at 5:46 p.m. The motion passed on an 6-0 vote.