



# Agenda

## Vermillion River Watershed Joint Powers Board Meeting

December 1, 2022, 1 p.m., in-person and teleconference via Microsoft Teams

- |   |             |         |
|---|-------------|---------|
| 1. Call to Order  |             |         |
| 2. Roll Call  |             |         |
| 3. Audience Comments on Items Not on the Agenda<br><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 September 22, 2022, Meeting   |             | Page 3  |
| c. Acceptance of Treasurer’s Report   |             | Page 9  |
| d. Approval of VRWJPB Meeting Dates for 2023  |             | Page 11 |
| e. WPC Candidate Consideration and Appointments   |             | Page 13 |
| 5. Approval of Expenses   | Action      | Page 15 |
| 6. Business Items   |             |         |
| a. Adoption of VRWJPO 2023 Budget and Watershed Management Tax District Levy  | Action      | Page 17 |
| b. Authorization to Execute Grant Agreement with the Minnesota Board of Water and Soil Resources for FY22-23 Watershed-Based Implementation Funding | Action      | Page 26 |
| c. Authorization to Execute Joint Powers Agreement with Lakeville for Middle Creek at Dodd Boulevard Restoration Project                            | Action      | Page 33 |
| d. Authorization to Execute a Joint Powers Agreement with Lakeville for Middle Creek at Highview Stream Restoration Project Maintenance             | Action      | Page 42 |
| e. Options for Consideration for Changes to Watershed Planning Commission Membership and Scheduling   | Information | Page 56 |
| 6. Staff Reports  |             |         |
| 7. Adjourn  | Action      |         |



**Please note**, the December 1, 2022 Vermillion River Watershed Joint Powers Board meeting will take place **in-person** in Conference Room A at the Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington Minnesota **and via teleconference** on the web-based application, Microsoft Teams.

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

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## Other Information

Next Meeting Date: **January 26, 2023**, 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

September 22, 2022, 1 p.m., In-person and Teleconference using Microsoft Teams

### 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

Bruce Johnson, Dakota County SWCD, Supervisor

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

Paul Beaumaster, Assistant Dakota County Attorney, VRWJPO Counsel

Travis Thiel, Dakota County, VRWJPO Senior Watershed Specialist

Mark Ryan, Dakota County, VRWJPO Water Resources Engineer (virtual)

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

### 1. Call to Order

Meeting was called to order at 1:00 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 August 25, 2022, Meeting
- c. Acceptance of Treasurer's Report

*Res. No. VRW 22-20: Motion by Commissioner Holberg, Second by Commissioner Wolf 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 22-21: Motion by Commissioner Wolf, Second by Commissioner Holberg and passed on a 3-0 vote to approve the expenses totaling \$46,877.71 incurred between August 14, 2022 and September 13, 2022.*

## Business Items

### 6a. Public Hearing to Receive Comments on and Adoption of the Amendment to the Vermillion River Watershed Management Plan Implementation Section

Before opening the public hearing, Travis Thiel stated that three comment letters were received, one from the Metropolitan Council, one from the Minnesota Department of Natural Resources, and one from the Minnesota Pollution Control Agency. All comments were in support of the amendment; no negative comments were received. Commissioner Slavik asked if there were any other comments from those present. Commissioner Slavik asked if there was any unusual engagement with the public or stakeholders regarding this proposed amendment. Travis responded that information regarding this amendment was sent to all cities and townships as well as the official review agencies. Commissioner Slavik mentioned that it had also been brought up at the Township Officers meeting by Mark Ryan, who noted at that meeting that the amendment was focused on capital improvement projects.

Chair Slavik opened the public hearing and asked if anyone present had comments to add for the public hearing. Chair Slavik then asked if there was anyone on the teleconference call who wished to provide comment for the public hearing. There were none.

*Res. No. VRW 22-22: Motion by Commissioner Wolf, Second by Commissioner Holberg and passed on a 3-0 vote to close the Public Hearing on the Amendment to the Vermillion River Watershed Management Plan Implementation Section at 1:05p.m.*

*Res. No. VRW 22-23: Motion by Commissioner Holberg, Second by Commissioner Wolf and passed on a 3-0 vote to adopt the Amendment to the Vermillion River Watershed Management Plan Implementation Section.*

### 6b. Minnesota Board of Water and Soil Resources Performance Review and Assistance Program Draft Report

Chair Slavik introduced the item and asked Mark Zabel to provide a summary. Mark Zabel commented that this was initiated a couple months back and the review is now complete with the exception that the Vermillion River Watershed Joint Powers Organization is provided the opportunity to provide a formal comment letter. Mark Zabel then introduced Jennifer Mocol-Johnson of the Minnesota Board of Water and Soil Resources (BWSR), who is the lead staff for this program, to provide an overview of the report. Jennifer began by walking through the content of the report beginning with the report summary. Key findings of the review provided commendations for education/outreach efforts, strong technical capacity, the implementation of projects within the Watershed Management Plan. The VRWJPO is compliant with 13 of 13 basic compliance standards. There are no action items identified by the BWSR for the VRWJPO to address. Jennifer also commended the VRWJPO for meeting 10 out of 12 High Performance

Standards as applicable to the VRWJPO. Commissioner Holberg asked if any other entities reviewed had achieved a higher score. Jennifer responded that it is among the highest. Steve Christopher, BWSR Board Conservationist, added that this is the highest he has seen in nine years of service as a Board Conservationist. Mark Zabel commented that there is the objective analysis that evaluates VRWJPO performance as required by statute and rule (basic) and then there is the comparative analysis that is the commendation part (high performance), and the VRWJPO has done great on both the basic and the high performance standards. Mark Zabel added that the VRWJPO is the replacement organization for another organization that was found to be “non-implementing” and therefore has flipped the narrative for this watershed. Jennifer then briefly walked through each section of the report. BWSR recommends the VRWJPO consider the following actions for future implementation: 1) create/distribute customer service surveys to implementers/project partners for feedback, 2) develop orientation and continuing education plans for board members and staff and maintain records of trainings attended, 3) evaluate needs of partner municipalities.

Jennifer requested that the VRWJPO provide a comment letter for completion of the review, this is not a requirement but is desired for a complete record for BWSR.

The report appendices provide the complete record of materials going into the report.

Jennifer asked for any comments. Mark Zabel asked specifically for a reaction to the recommendation regarding training. Commissioner Slavik commented that as elected county commissioners, by the time they are elected to the County Board, most already have accumulated a great deal of experience and training. County Commissioners also participate in many functions as part of their official duties. Commissioner Holberg noted that staff could also forward specific opportunities to the Vermillion River Watershed Joint Powers Board members as they come up for consideration. Steve Christopher suggested that there might be an opportunity to identify any training needs for individual Board members through an informal needs assessment process. An orientation may not provide all the information a Board member needs to be able to make informed decisions, and a needs assessment could help to fill those gaps. Commissioner Slavik mentioned the VRWJPO having employed strategic planning sessions and some of these issues could be addressed there.

There was consensus Board direction for staff to compose a comment letter for the Performance Review and Assistance Program Report for signature by the Board Chair.

#### **6c. Candidate Consideration and Appointment to the Vermillion River Watershed Planning Commission (WPC)**

Chair Slavik indicated that both he and the Chair Henry of the Watershed Planning Commission (WPC) reviewed and approved the application of the candidate in consideration, Linda Larson. Mark Zabel noted that Linda Larson did attend the WPC meeting on September 14, 2022.

*Res. No. VRW 22-24: Motion by Commissioner Holberg, Second by Commissioner Wolf and passed on a 3-0 vote to appoint Linda Larson to the Vermillion River Watershed Planning*

*Commission with her first appointed term fulfilling the current vacant position term ending December 31, 2024.*

**Staff Reports**

Paul Beaumaster

Paul reported that he has been working on landowner agreements for projects.

Brita Moore-Kutz

Brita mentioned that “We Are Water” is very quickly approaching with a launch date of October 13, 2022. The exhibit will be located at Pleasant Hills Library in Hastings and at the Visitor Center at Lebanon Hills Regional Park.

The VRWJPO will have a story trail at Vermillion Falls Park on October 7<sup>th</sup> as part “We Are Water” before the launch of the exhibit. All of the event dates and registration links have been posted to the VRWJPO website calendar as well as on the Dakota County website page for “We Are Water”. The “Water Bar” will be at the opening. Brita is staffing the water station at the Dakota SWCD Outdoor Education Days. Teaching fifth grade students from local schools (mostly from Farmington and some from Lakeville) about stormwater and vulnerability to pollution using the Enviroscope display.

Travis Thiel

Travis reported having recently visited several project sites completed in the past to inspect their condition to ensure that they are being maintained and meeting grant and maintenance agreement requirements. Generally, things are looking good. Travis commented that one of the homeowners’ associations that had received a small amount of cost-share last year (\$500 dollars was the allowed limit in that case) had reported that after having replaced 600 leaking sprinkler heads, fixing 20 underground leaks, installing 5 rain sensors, and better managing 5 irrigation controllers, it paid off. They compared their 2021 water bill to their 2022 water bills for the months from June to August. The result of overall cost comparison is a 2021 cost of \$25,000 compared to a 2022 cost of \$4,700. Travis mentioned that this is qualitative and that he hasn’t looked at specific data for the two periods, but this is very encouraging.

Mark Ryan

Mark reported that he had attended the Township Officers meeting and talked about the proposed amendment that was on the agenda today along with the need for ordinance updates to be in compliance with the VRWJPO Standards. Mark Ryan also mentioned that he is planning to attend several Township Board meetings to touch base with townships that still have work to do with their ordinances. Mark Ryan also mentioned trying to get contractors mobilized in the field for several projects hoping that they can be completed while good weather conditions prevail. Commissioner Slavik requested that staff continue to notify him when staff plan to attend township meetings so that he is informed when they are going to be in attendance.

Mark Zabel

Mark shared that there was continued discussion about the difficulty to get participation on the Watershed Planning Commission and interest in looking at options to consider addressing this issue. Mark added that he had looked at Minnesota Statutes 103D.331, which is the portion of the statute on Watershed Districts which covers advisory committees and their membership. There may be an opportunity there as that section of statute does provide some flexibility around membership. Mark Zabel suggested that he plans to bring some information to the WPC and the Joint Powers Board over the next few months exploring this issue with hopes of developing an acceptable means to address the issue.

**Adjourn**

*Motion by Commissioner Wolf, Second by Commissioner Holberg and passed on a 3-0 vote to adjourn the meeting at 1:51 p.m.*

Next Meeting Date: Thursday, October 27, 2022, at 1 p.m. in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington, MN.

Respectfully submitted by

Mark Zabel  
Administrator for the Vermillion River Watershed Joint Powers Organization

Attest

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Commissioner

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Secretary/ Treasurer

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Date





## 2022 Vermillion River Watershed Joint Powers Organization Treasurer's Report

December 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	\$ 112,208.10	\$ 13,997.49	\$ 114,294.41
B. Research & Planning (217002-0130)	\$ 18,600.00	\$ 18,163.10	\$ 1,237.21	\$ (800.31)
C. Monitoring & Assessment (217002-0230)	\$ 157,400.00	\$ 41,224.64	\$ 23,044.71	\$ 93,130.65
D. Public Communications & Outreach (217002-0330)	\$ 166,150.00	\$ 105,653.15	\$ 29,060.00	\$ 31,436.85
E. Irrigation and Audit (217002-0431)	\$ 20,000.00	\$ 32,074.86	\$ -	\$ (12,074.86)
F. Regulation (217002-0530)	\$ 55,900.00	\$ 24,318.88	\$ 2,627.80	\$ 28,953.32
G. Coordination & Collaboration (217002-0531)	\$ 42,600.00	\$ 13,374.68	\$ 1,379.87	\$ 27,845.45
H. Feasibility/Preliminary Studies (217002-0631)	\$ 220,000.00	\$ 68,484.57	\$ 16,453.74	\$ 135,061.69
I. Capital Improvement Projects (217092-0130)	\$ 491,850.00	\$ 50,744.96	\$ 22,415.41	\$ 418,689.63
J. FY2019 - Watershed Funding Grant (217002-0848)	\$ 17,700.00	\$ 4,407.76	\$ 1,246.07	\$ 12,046.17
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	\$ 81.06	\$ -	\$ 297,418.94
S. Wetland Bank (217002-0930)	\$ 117,216.00	\$ 500.00	\$ -	\$ 116,716.00
<b>VRW JPO Revised Budget Expense TOTAL</b>	<b><u>\$ 2,581,226.00</u></b>	<b><u>\$ 471,438.40</u></b>	<b><u>\$ 111,462.30</u></b>	<b><u>\$ 1,998,325.30</u></b>

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



## 2022 Vermillion River Watershed Joint Powers Organization Treasurer's Report

December 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	\$ 126,205.59	\$ 12,301.82	\$ 101,992.59
B. Research & Planning (217002-0130)	\$ 18,600.00	\$ 19,400.31	\$ 571.94	\$ (1,372.25)
C. Monitoring & Assessment (217002-0230)	\$ 157,400.00	\$ 64,269.35	\$ 8,415.89	\$ 84,714.76
D. Public Communications & Outreach (217002-0330)	\$ 166,150.00	\$ 134,713.15	\$ 9,384.65	\$ 22,052.20
E. Irrigation and Audit (217002-0431)	\$ 20,000.00	\$ 32,074.86	\$ -	\$ (12,074.86)
F. Regulation (217002-0530)	\$ 55,900.00	\$ 26,946.68	\$ 744.30	\$ 28,209.02
G. Coordination & Collaboration (217002-0531)	\$ 42,600.00	\$ 14,754.55	\$ 1,020.20	\$ 26,825.25
H. Feasibility/Preliminary Studies (217002-0631)	\$ 220,000.00	\$ 84,938.31	\$ 5,095.47	\$ 129,966.22
I. Capital Improvement Projects (217092-0130)	\$ 491,850.00	\$ 73,160.37	\$ 11,062.91	\$ 407,626.72
J. FY2019 - Watershed Funding Grant (217002-0848)	\$ 17,700.00	\$ 5,653.83	\$ 1,376.27	\$ 10,669.90
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	\$ 81.06	\$ -	\$ 297,418.94
S. Wetland Bank (217002-0930)	\$ 117,216.00	\$ 500.00	\$ -	\$ 116,716.00
<b>VRW JPO Revised Budget Expense TOTAL</b>	<b><u>\$ 2,581,226.00</u></b>	<b><u>\$ 582,900.70</u></b>	<b><u>\$ 49,973.45</u></b>	<b><u>\$ 1,948,351.85</u></b>

**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
<b>Total</b>	<b><u>\$ 2,693,350.00</u></b>

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**4d. Approval of Dates for 2023 Vermillion River Watershed Joint Powers Board Meetings**

Meeting Date: 12/1/2022  
Item Type: Consent-Action  
Contact: Mark Zabel  
Telephone: 952-891-7011  
Prepared by: Mark Zabel  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Approval of dates for 2023 Vermillion River Watershed Joint Powers Board meetings

**SUMMARY**

The Vermillion River Watershed Joint Powers Board meetings are held on the fourth Thursday of every month (except November and December, when changes are made to accommodate holidays) at 1 p.m. at the Dakota County Extension and Conservation Center. It is proposed that the 2023 VRWJPB meetings continue on the same basis, according to the following schedule:

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

**EXPLANATION OF FISCAL/FTE IMPACT**

None

**RESOLUTION**

**4d. Approval of Dates for 2023 Vermillion River Watershed Joint Powers Board Meetings**

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

**WHEREAS**, regularly scheduled meetings of the Vermillion River Watershed Joint Powers Board are required to complete its business in a timely and responsible manner;

**NOW, THEREFORE, BE IT RESOLVED**, that in calendar year 2023, the Vermillion River Watershed Joint Powers Board will meet on the fourth Thursday of the month (except in November and December) at 1 p.m., according to the following schedule:

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

**4e. Candidate Consideration and Appointments to the Vermillion River Watershed Planning Commission (WPC)**

Meeting Date: 12/1/22  
 Item Type: Consent-Action  
 Contact: Mark Zabel  
 Telephone: 952-891-7011  
 Prepared by: Mark Zabel  
 Reviewed by: N/A N/A



**PURPOSE/ACTION REQUESTED**

- Candidate consideration and appointment to the Vermillion River Watershed Planning Commission

**SUMMARY**

The Joint Powers Agreement governing the Vermillion River Watershed Joint Powers Organization (VRWJPO) established a nine-member advisory Watershed Planning Commission (WPC) composed of citizens of the watershed, including eight from Dakota County and one from Scott County. Currently, vacancies exist for one citizen from Dakota County and one from Scott County.

Sandra Weber, a resident of Castle Rock Township, Dakota County, within the Vermillion River Watershed applied and is eligible to serve on the WPC. The Applicant Review Panel (Chairs of the Vermillion River Watershed Joint Powers Board (VRWJPB) and the Watershed Planning Commission (WPC) and the VRWJPO Administrator reviewed the application and forwarded a recommendation of Sandra Weber for appointment to the Vermillion River Watershed Planning Commission.

Joshua Borton, a resident of the City of Apple Valley, Dakota County, within the Vermillion River Watershed and current serving member of the WPC has expressed his interest in being reappointed to another term as Commissioner on the WPC. This would be Joshua’s second full term and would complete his eligible service on the WPC.

**EXPLANATION OF FISCAL/FTE IMPACT**

Members of the Vermillion River Watershed Planning Commission are eligible to receive a per diem of \$35 per meeting attended. Members may choose to deny receipt of per diem at their discretion.

**Supporting Documents:**

Attachment A: Sandra Weber WPC Application

**Previous Board Action(s):**

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**RESOLUTION**

**6c. Candidate Consideration and Appointment to the Vermillion River Watershed Planning Commission (WPC)**

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

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

**WHEREAS**, a WPC member is eligible to complete the incumbent vacant term plus two consecutive three-year terms; and

**WHEREAS**, Sandra Weber has applied and been determined eligible to be appointed to serve as a Commissioner on the WPC; and

WHEREAS, Joshua Borton has expressed his desire to be reappointed to another term as a Commissioner on the WPC;

**NOW, THEREFORE, BE IT RESOLVED**, that the VRWJPB hereby appoints Sandra Weber to the Vermillion River Watershed Planning Commission with her first appointed term fulfilling the current vacant position term ending December 31, 2024; and

BE IT FURTHER RESOLVED, that the VRWJPB hereby appoints Joshua Borton to the Vermillion River Watershed Planning Commission with his term ending December 31, 2025.



**Vermillion River Watershed Joint Powers Organization**

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

**Date:** October 27, 2022  
**To:** Vermillion River Watershed Joint Powers Board  
**From:** Staff  
**Subject:** Joint Powers Organization Expenses

**Agenda Item 5  
 December 2022**

Expenses from the invoices submitted between August 14, 2022 and September 13, 2022 totalled \$46,877.71

The invoices submitted between September 14, 2022 and October 13, 2022 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
	DC Staff Time	\$	41,100.58
	DC Legal	\$	315.68
7-832-55380	FedEx - Grainger shipping	\$	4.69
IN28744	Scott County	\$	546.55
1984141	Stantec	\$	10,951.13
911473	ECM Publishers	\$	152.00
3233	Dakota County Soil & Water Conservation District	\$	52,160.01
22-17708	144Design	\$	95.00
35566	MN Native Landscape	\$	2,710.00
36421	MN Native Landscape	\$	3,435.00
9371520447	Grainger	\$	19.66
9385122446	Grainger	\$	(28.00)
<b>Total expense as approved on December 1, 2022</b>		<b>\$</b>	<b>111,462.30</b>

**Action Requested: Approve all above expenses as presented on December 1, 2022**



**Vermillion River Watershed Joint Powers Organization**

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

**Date:** December 1, 2022  
**To:** Vermillion River Watershed Joint Powers Board  
**From:** Staff  
**Subject:** Joint Powers Organization Expenses

**Agenda Item 5  
 December 2022**

Expenses from the invoices submitted between September 14, 2022 and October 13, 2022 totalled \$111,462.30

The invoices submitted between October 14, 2022 and November 14, 2022 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
	DC Staff Time	\$	32,771.38
	DC Legal Fees	\$	552.44
IN28927	Scott County	\$	1,882.13
1996380	Stantec	\$	4,423.00
22-10413b	144Design	\$	95.00
2022-191	Scott County Soil & Water Conservation District	\$	6,394.50
37014	MN Native Landscapes	\$	3,855.00
<b>Total expense as approved on December 1, 2022</b>		<b>\$</b>	<b>49,973.45</b>

**Action Requested: Approve all above expenses as presented on December 1, 2022**



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**6a. Adoption of the Vermillion River Watershed Joint Powers Organization 2023 Budget and Watershed Management Tax District Levy**

Meeting Date: 12/1/2022  
Item Type: Regular-Action  
Contact: Mark Zabel  
Telephone: 952-891-7011  
Prepared by: Mark Zabel  
Reviewed by: N/A

N/A



**PURPOSE/ACTION REQUESTED**

- Adoption of the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2023 Budget and Watershed Management Tax District Levy

**SUMMARY**

The proposed VRWJPO 2023 Budget (Attachment A) is \$3,421,830 including Watershed Management Tax District levy, cash reserves, and Clean Water Fund Watershed-Based Implementation Funding grant. The proposed 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 Watershed Plan.

**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**

**6a. Adopt the Vermillion River Watershed Joint Powers Organization 2023 Budget and Watershed Management Tax District Levy**

**WHEREAS**, the Vermillion River Watershed Joint Powers Organization requires a budget and the subsequent levy to implement the programs and projects described in its Watershed Management Plan; and

**WHEREAS**, the Vermillion River Watershed Planning Commission has reviewed and recommended the adoption of the proposed VRWJPO 2023 Budget and Watershed Management Tax District Levy; and

**WHEREAS**, the Vermillion River Watershed Joint Powers Board has reviewed and discussed the VRWJPO 2023 Budget and Vermillion River Watershed Management Tax District Levy;

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board hereby adopts the VRWJPO 2023 Budget totaling \$3,421,830 and recommends a Vermillion River 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).

## VRWJPO 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
<b>EXPENSES</b>					
<b>Administration and Operations</b>	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%
	<b>-2170020000</b> 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%
<b>Subtotal Administrative</b>		<b>\$240,500</b>	<b>7.0%</b>	<b>\$240,500</b>	<b>12.4%</b>
<b>Research and Planning</b>	1 Dakota SWCD Incentive Program Policy Assistance	\$1,600	0.0%	\$1,600	0.1%
	<b>-2170020130</b> 2 Scott County Staff	\$2,000	0.1%	\$2,000	0.1%
	3 VRW Staff	\$15,000	0.4%	\$12,000	0.6%
<b>Subtotal Research and Planning</b>		<b>\$18,600</b>	<b>0.5%</b>	<b>\$15,600</b>	<b>0.8%</b>
<b>Monitoring and Assessment</b>	1 Vermillion River Monitoring Network in Dakota Co.				
	1a Staff Time for Sample Collection, Equipment Installation, Maintenance	\$39,000	1.1%	\$39,000	2.0%
	<b>-2170020230</b> 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 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Final 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%
<b>Subtotal Monitoring and Data Analysis</b>		<b>\$157,400</b>	<b>4.6%</b>	<b>\$157,400</b>	<b>8.1%</b>
<b>Public Communications and Outreach</b>	1 Communication and Outreach Staff	\$100,000	2.9%	\$100,000	5.1%
	2 Vermillion River Watch Program	\$6,000	0.2%	\$6,000	0.3%
<b>-2170020330</b>	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%
<b>Subtotal Public Outreach and Communication</b>		<b>\$166,150</b>	<b>4.9%</b>	<b>\$161,150</b>	<b>8.3%</b>
<b>Regulation</b>	1 Scott SWCD Assistance with Plan Review	\$900	0.0%	\$900	0.0%
<b>-2170020530</b>	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%
<b>Subtotal Regulation</b>		<b>\$55,900</b>	<b>1.6%</b>	<b>\$55,900</b>	<b>2.9%</b>
<b>Coordination and Collaboration</b>	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%
<b>-2170020531</b>	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%
<b>Subtotal Coordination and Collaboration</b>		<b>\$42,600</b>	<b>1.2%</b>	<b>\$42,600</b>	<b>2.2%</b>
<b>Land and Water Treatment</b>					
<b>Capital Improvement</b>	1 Cost Share Programs in Dakota County (SWCD)	\$80,000	2.3%	\$80,000	4.1%

## VRWJPO 2023 Budget

<u>Category</u>		<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
<b>Projects</b>	2	Cost Share Programs in Scott County (SWCD)	\$31,300	0.9%	\$31,300	1.6%
	-2170920130	3 Cost-share	\$250,000	7.3%	\$215,550	11.1%
		4 WBIF match	\$70,000	2.0%	\$0	0.0%
<b>Subtotal Capital Improvement Projects</b>			<b>\$431,300</b>	<b>12.6%</b>	<b>\$326,850</b>	<b>16.8%</b>
<b>Maintenance</b>	1	Past projects maintenance/ repair	\$70,000	2.0%	\$40,000	2.1%
	-2170920130	2 CIP construction oversight, maintenance/ repair staff costs	\$25,000	0.7%	\$25,000	1.3%
<b>Subtotal Maintenance</b>			<b>\$95,000</b>	<b>2.8%</b>	<b>\$65,000</b>	<b>3.3%</b>
<b>Feasibility/Preliminary Studies</b>		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%
<b>Subtotal Feasibility/Preliminary Studies</b>			<b>\$220,000</b>	<b>6.4%</b>	<b>\$190,000</b>	<b>9.8%</b>
<b>Irrigation Audit and Cost Share Program</b>	1	Irrigation Audits	\$10,000	0.3%	\$5,000	0.3%
	2170020431	2 Irrigation Cost-Share	\$10,000	0.3%	\$5,000	0.3%
<b>Subtotal Irrigation Audit and Cost Share</b>			<b>\$20,000</b>	<b>0.6%</b>	<b>\$10,000</b>	<b>0.5%</b>
<b>2020-2023 WBIF Grant (BWSR) North Creek</b>	1	North Creek Stabilization	\$337,500	9.9%	\$288,700	14.9%
	-2170020853	2 VRWJPO cash match	\$50,000	1.5%	\$50,000	2.6%
<b>Subtotal 2020-2023 WBIF Grant North Creek Stabilization</b>			<b>\$387,500</b>	<b>11.3%</b>	<b>\$338,700</b>	<b>17.4%</b>
<b>2020-2023 WBIF Grant (BWSR) Farmington Direct</b>	1	Farmington Direct Drainage Assessment	\$0	0.0%	\$13,300	0.7%
	-2170020854	2 VRWJPO cash match	\$0	0.0%	\$3,330	0.2%
<b>Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage</b>			<b>\$0</b>	<b>0.0%</b>	<b>\$16,630</b>	<b>0.9%</b>
<b>2020-2023 WBIF Grant (BWSR) Hastings Direct</b>	1	Hastings Direct Drainage Assessment	\$26,700	0.8%	\$26,700	1.4%

### VRWJPO 2023 Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023 Final 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%
<b>Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage</b>		<b>\$30,030</b>	<b>0.9%</b>	<b>\$30,030</b>	<b>1.5%</b>
<b>2020-2023 WBIF Grant</b>					
(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%
<b>Subtotal 2020-2023 WBIF Grant Ravenna Basins Restoration</b>		<b>\$0</b>	<b>0.0%</b>	<b>\$85,000</b>	<b>4.4%</b>
<b>CWF Competitive Grant</b>					
(BWSR) Foxborough TSS	1 Foxborough Park TSS Project	\$346,500	10.1%		
-2170020859	2 VRWJPO cash match	\$30,000	0.9%		
<b>Subtotal CWF Competitive Grant Foxborough Park TSS Project</b>		<b>\$376,500</b>	<b>11.0%</b>		
<b>CWF Competitive Grant</b>					
(BWSR) Ravenna Trail	1 Ravenna Trail Ravine Stabilization	\$495,000	14.5%		
-2170020860	2 VRWJPO cash match	\$50,000	1.5%		
<b>Subtotal CWF Competitive Grant Ravenna Trail Ravine Stabilization</b>		<b>\$545,000</b>	<b>15.9%</b>		
<b>CWF Grant (BWSR)</b>					
-2170020848	1 WBF Grant Admin	\$17,700	0.5%	\$17,700	0.9%
<b>Subtotal WBF Grant Admin</b>		<b>\$17,700</b>	<b>0.5%</b>	<b>\$17,700</b>	<b>0.9%</b>
<b>Weland Bank</b>	Wetland Bank Restoration Funds Reserve	\$189,800	5.5%		
2170020930					
<b>Subtotal Wetland Bank Restoration Funds</b>		<b>\$189,800</b>	<b>5.5%</b>		
<b>Subtotal of Expenditures</b>		<b>\$2,993,980</b>	<b>87.5%</b>	<b>\$1,753,060</b>	<b>90.2%</b>
<b>Cash Reserve</b>		<b>\$427,850</b>	<b>12.5%</b>	<b>\$189,540</b>	<b>9.8%</b>
<b>TOTAL Annual Expenses</b>		<b>\$3,421,830</b>	<b>100.0%</b>	<b>\$1,942,600</b>	<b>100.0%</b>

**VRWJPO 2023 Budget**

<u>Category</u>	<u>Budget Items</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>	<u>2022 Final Budget Amount</u>	<u>Budget % of Total</u>
<b>REVENUE</b>					
	Wetland Bank	\$189,800	5.5%		
	CIP Reserve	\$350,000	10.2%	\$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	11.8%	\$456,000	23.5%
	Grant Carryover	\$664,350			
	CWF Grant (BWSR) Competitive	\$420,750	12.3%	\$0	0.0%
	CWF Grant WBIF (BWSR) 2020-2023	\$243,600	7.1%	\$243,600	12.5%
	Fees for Permitting Activities	\$1,000	0.0%	\$1,000	0.1%
	Dakota County Levy	\$964,900	28.2%	\$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%
	<b>TOTAL Annual Revenue</b>	<b>\$3,421,830</b>	<b>100.0%</b>	<b>\$1,942,600</b>	<b>100.0%</b>

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

**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		0.0620%	0.0950%	0.1290%	0.2130%	0.286%	0.2980%	0.3820%	0.4660%	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%	0.3369%	
Various Values																								
\$150,000	1,263	\$0.78	\$1.20	\$1.63	\$2.69	\$3.61	\$3.76	\$4.82	\$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	\$4.25	
\$170,000	1,481	\$0.92	\$1.41	\$1.91	\$3.15	\$4.23	\$4.41	\$5.66	\$6.90	\$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	\$4.99	
\$185,000	1,644	\$1.02	\$1.56	\$2.12	\$3.50	\$4.70	\$4.90	\$6.28	\$7.66	\$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	\$5.54	
\$190,000	1,699	\$1.05	\$1.61	\$2.19	\$3.62	\$4.86	\$5.06	\$6.49	\$7.92	\$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	\$5.72	
\$200,000	1,808	\$1.12	\$1.72	\$2.33	\$3.85	\$5.17	\$5.39	\$6.91	\$8.42	\$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	\$6.09	
\$210,000	1,917	\$1.19	\$1.82	\$2.47	\$4.08	\$5.48	\$5.71	\$7.32	\$8.93	\$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	\$6.46	
\$225,000	2,080	\$1.29	\$1.98	\$2.68	\$4.43	\$5.95	\$6.20	\$7.95	\$9.69	\$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	\$7.01	
\$250,000	2,353	\$1.46	\$2.23	\$3.03	\$5.01	\$6.73	\$7.01	\$8.99	\$10.96	\$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	\$7.93	
\$275,000	2,625	\$1.63	\$2.49	\$3.39	\$5.59	\$7.51	\$7.82	\$10.03	\$12.23	\$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	\$8.84	
\$290,000	2,789	\$1.73	\$2.65	\$3.60	\$5.94	\$7.98	\$8.31	\$10.65	\$12.99	\$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	\$9.39	
\$300,000	2,898	\$1.80	\$2.75	\$3.74	\$6.17	\$8.29	\$8.63	\$11.07	\$13.50	\$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	\$9.76	
\$307,350	2,978	\$1.85	\$2.83	\$3.84	\$6.34	\$8.52	\$8.87	\$11.37	\$13.88	\$10.33	\$10.36	\$11.88	\$12.00	\$12.77	\$13.37	\$13.37	\$13.88	\$16.23	\$16.17	\$16.11	\$16.53	\$16.85	\$10.03	
\$359,600	3,547	\$2.20	\$3.37	\$4.58	\$7.56	\$10.15	\$10.57	\$13.55	\$16.53	\$12.31	\$12.34	\$14.15	\$14.30	\$15.22	\$15.93	\$15.93	\$16.53	\$19.33	\$19.26	\$19.19	\$19.69	\$20.08	\$11.95	
\$375,000	3,715	\$2.30	\$3.53	\$4.79	\$7.91	\$10.63	\$11.07	\$14.19	\$17.31	\$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	\$12.52	
\$400,000	3,988	\$2.47	\$3.79	\$5.14	\$8.49	\$11.40	\$11.88	\$15.23	\$18.58	\$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	\$13.43	
\$425,000	4,260	\$2.64	\$4.05	\$5.50	\$9.07	\$12.18	\$12.70	\$16.27	\$19.85	\$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	\$14.35	
\$450,000	4,533	\$2.81	\$4.31	\$5.85	\$9.65	\$12.96	\$13.51	\$17.31	\$21.12	\$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	\$15.27	
\$475,000	4,805	\$2.98	\$4.56	\$6.20	\$10.23	\$13.74	\$14.32	\$18.36	\$22.39	\$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	\$16.19	
\$500,000	5,078	\$3.15	\$4.82	\$6.55	\$10.82	\$14.52	\$15.13	\$19.40	\$23.66	\$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	\$17.11	

Proposed TCAP Pay 2023 (as of 10-20-2022)	296,688,610
Pay 2022 Median Value: 307,350	
Pay 2023 Median Value: 359,600	



**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
<b>Tax Rate</b>	<b>0.353%</b>
FISCAL YEAR 2023	
11,294,045 GROSS TAX CAPACITY (11,058) 10% KV TRANS LINE (-) (483,209) FISCAL DISPARITY (-)	\$ 35,100 PROPOSED LEVY OR CERTIFIED LEVY
10,799,778 NET TAX CAPACITY	\$ (3,017) FISCAL DISPARITY (-) \$ 32,083 TAX LEVY OR SPREAD LEVY
as of 11/9/2022 <b>Tax Rate</b>	<b>0.297%</b>

**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	\$ 10.47	\$ (0.17)	-1.576%	\$ 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	\$ 10.22	\$ (0.42)	-3.942%				
	+5.01-10.00%	9	\$ 311,000	\$ 334,325	\$ 9,250	\$ 301,750	\$ 7,151	\$ 327,174	8.43%	\$ 10.64	\$ 9.72	\$ (0.92)	-8.673%				
	+0.01-5.00%	1	\$ 311,000	\$ 318,775	\$ 9,250	\$ 301,750	\$ 8,550	\$ 310,225	2.81%	\$ 10.64	\$ 9.22	\$ (1.43)	-13.404%				
	No Change	0	\$ 311,000	\$ 311,000	\$ 9,250	\$ 301,750	\$ 9,250	\$ 301,750	0.00%	\$ 10.64	\$ 8.96	\$ (1.68)	-15.770%				
	-0.01-5.00%	0	\$ 311,000	\$ 303,225	\$ 9,250	\$ 301,750	\$ 9,950	\$ 293,275	-2.81%	\$ 10.64	\$ 8.71	\$ (1.93)	-18.135%				
	-5.01-10%	0	\$ 311,000	\$ 287,675	\$ 9,250	\$ 301,750	\$ 11,349	\$ 276,326	-8.43%	\$ 10.64	\$ 8.21	\$ (2.43)	-22.867%				
	-10.01-15%	0	\$ 311,000	\$ 272,125	\$ 9,250	\$ 301,750	\$ 12,749	\$ 259,376	-14.04%	\$ 10.64	\$ 7.71	\$ (2.94)	-27.598%				
-15.01+	1	\$ 311,000	\$ 264,350	\$ 9,250	\$ 301,750	\$ 13,449	\$ 250,902	-16.85%	\$ 10.64	\$ 7.45	\$ (3.19)	-29.964%					
New Market Twp 1147	+15.01+%	1082	\$ 484,200	\$ 556,830	\$ -	\$ 484,200	\$ -	\$ 556,830	15.00%	\$ 17.08	\$ 16.96	\$ (0.11)	-0.664%	\$ 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	\$ 16.51	\$ (0.56)	-3.296%				
	+5.01-10.00%	8	\$ 484,200	\$ 520,515	\$ -	\$ 484,200	\$ -	\$ 520,515	7.50%	\$ 17.08	\$ 15.62	\$ (1.46)	-8.560%				
	+0.01-5.00%	1	\$ 484,200	\$ 496,305	\$ -	\$ 484,200	\$ -	\$ 496,305	2.50%	\$ 17.08	\$ 14.74	\$ (2.33)	-13.664%				
	No Change	2	\$ 484,200	\$ 484,200	\$ -	\$ 484,200	\$ -	\$ 484,200	0.00%	\$ 17.08	\$ 14.38	\$ (2.69)	-15.770%				
	-0.01-5.00%	1	\$ 484,200	\$ 472,095	\$ -	\$ 484,200	\$ -	\$ 472,095	-2.50%	\$ 17.08	\$ 14.02	\$ (3.05)	-17.875%				
	-5.01-10%	1	\$ 484,200	\$ 447,885	\$ -	\$ 484,200	\$ -	\$ 447,885	-7.50%	\$ 17.08	\$ 13.31	\$ (3.77)	-22.087%				
	-10.01-15%	5	\$ 484,200	\$ 423,675	\$ -	\$ 484,200	\$ -	\$ 423,675	-12.50%	\$ 17.08	\$ 12.59	\$ (4.49)	-26.298%				
-15.01+	1	\$ 484,200	\$ 411,570	\$ -	\$ 484,200	\$ 199	\$ 411,371	-15.04%	\$ 17.08	\$ 12.22	\$ (4.86)	-28.439%					
<b>County Wide</b>		<b>46,381</b>	<b>\$ 358,100</b>	<b>\$ 439,800</b>	<b>\$ 5,011</b>	<b>\$ 353,089</b>	<b>\$ -</b>	<b>\$ 439,800</b>	<b>24.56%</b>	<b>\$ 12.45</b>	<b>\$ 13.07</b>	<b>\$ 0.61</b>	<b>4.915%</b>	<b>\$ 321,400</b>	<b>\$ 393,900</b>	<b>\$ 439,800</b>	<b>22.6%</b>

**6b. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2023 Watershed-Based Implementation Funding**

Meeting Date: 12/01/2022  
Item Type: Regular-Action  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A

N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a grant agreement (Grant) with the Minnesota Board of Water and Soil Resources (BWSR) for fiscal year 2023 Watershed-Based Implementation Funding (WBIF)

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a Grant with the BWSR for WBIF for projects and studies in the Vermillion River Watershed.

In 2022, the BWSR solicited prioritized projects and studies from local stakeholders in the Vermillion River Watershed that addressed water quality improvement for WBIF grant consideration. Projects and studies were submitted by local stakeholders, and those stakeholders reviewed the submittals. The outcome was an approved list of projects and studies submitted to the BWSR through a formal budget request for WBIF grant funding consideration. The BWSR has approved the budget request and has provided the VRWJPO with a Grant agreement (Attachment A).

Based on the preference for fiscal agent and grantee responsibilities, the WBIF Grant does not include a comprehensive list of all projects and studies proposed in the Vermillion River Watershed, rather, it’s just the projects and practices where the VRWJPO will serve as fiscal agent and grantee. The Grant with the VRWJPO will assist in paying for the following activities:

- a Middle Creek Stream Restoration in Lakeville,
- an Alimagnet Lake alum treatment feasibility study

The Grant will provide \$396,000 toward the projects listed. The Grant has a ten percent local match requirement that is being met using a combination of City and VRWJPO funding.

VRWJPO staff and the Vermillion River Watershed Planning Commission recommend executing a Grant with the BWSR for WBIF for projects and studies in the Vermillion River Watershed in an amount not to exceed \$396,000.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will provide up to \$9,000 from the Capital Improvement Projects portion of the VRWJPO Budget and WBIF grant administration services.

**Supporting Documents:**

Attachment A: Grant agreement with the BWSR for FY23 WBIF

**Previous Board Action(s):**

**RESOLUTION**

**6b. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2023 Watershed-Based Implementation Funding**

**WHEREAS**, in 2022, the Minnesota Board of Water and Soil Resources (BWR) solicited prioritized projects and studies from local stakeholders in the Vermillion River Watershed that addressed water quality improvement for Watershed-Based Implementation Funding (WBIF) grant consideration; and

**WHEREAS**, projects and studies were submitted by local stakeholders, and those stakeholders reviewed the projects and studies; and

**WHEREAS**, a stakeholder-approved list of projects and studies were submitted to the BWSR through a formal budget request for WBIF grant funding consideration; and

**WHEREAS**, the BWSR has approved the budget request and has provided the Vermillion River Watershed Joint Powers Organization (VRWJPO) with a grant agreement (Grant) totaling \$396,000 for projects and studies in the Vermillion River Watershed; and

**WHEREAS**, the Grant requires a minimum 10 percent local match, which will be provided using a combination of City and VRWJPO funding;

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Grant with the Board of Soil and Water Resources in an amount not to exceed \$396,000 for Watershed Based Implementation Funding for projects and studies in the Vermillion River Watershed; subject to approval as to form by the Dakota County Attorney's Office.

**FY 2023 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
WATERSHED-BASED IMPLEMENTATION FUNDING  
GRANT AGREEMENT**

<b>Vendor:</b>	0000197289
<b>PO#:</b>	3000015494

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Vermillion River Watershed JPO, 1590 Highway 55, Hastings, Minnesota 55033** (Grantee).

**Fiscal Agent:** Dakota County

<i>This grant is for the following Grant Programs :</i>		
C23-5040	FY2022-2023 WBIF Vermillion River Watershed JPO	\$396,000

**Total Grant Awarded: \$396,000**

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(a), and the Laws of Minnesota, 2021, 1<sup>st</sup> Special Session, Chapter 1, Article 2, Sec. 6(a) appropriated Clean Water Funds (CWF) to the Board for the FY 2022-2023 Watershed-based Implementation Funding Program.
2. The Board adopted the FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the allocation of funds for the FY 2022-2023 Watershed-based Implementation Funding Program. through Board Order #21-51.
3. The Grantee has submitted a Board-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State’s Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

**Mike Slavik, Chair**  
**Vermillion River Watershed Joint Powers Organization**  
**1590 Highway 55**  
**Hastings, MN 55033-2343**  
**(651) 438-4427**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
  - 1.2. **Expiration date:** **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

## 2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference and abide by the FY2022-23 Watershed-based Implementation Funding policy.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

## 3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

## 4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

## 5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board-approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minnesota Statutes § 103C.401 establishes the Board's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

## 6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**15. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

**17. Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

**18. Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

**19. Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

*IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

**Approved:**

**Vermillion River Watershed JPO**

**Board of Water and Soil Resources**

**By:** \_\_\_\_\_  
*(print)*

**By:** \_\_\_\_\_

\_\_\_\_\_  
*(signature)*

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved as to form:

/s/ G. Paul Beaumaster                      11/18/22  
Assistant County Attorney/Date  
KS-22-595



**6c. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for the Middle Creek at Dodd Boulevard Stream Restoration Project**

Meeting Date: 12/1/2022  
Item Type: Regular-Action  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A

N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a Joint Powers Agreement with the City of Lakeville for the Middle Creek at Dodd Boulevard Stream Restoration Project

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a Joint Powers Agreement (JPA) with the City of Lakeville (City) to convey Watershed-Based Implementation Funding (WBIF) to the City for a Middle Creek at Dodd Boulevard stream restoration project.

In 2022, VRWJPO staff hosted convene meetings and staff compiled submittals from local communities for projects that could utilize WBIF. One of the projects that was approved by the convene meeting stakeholders for funding was a stream restoration project at Middle Creek in Lakeville. This project, and others in the watershed, were sent to the Minnesota Board of Water and Soil Resources (BWSR) for formal grant approval. This reach of Middle Creek, between Dodd Boulevard and Highview Avenue, has significant erosion and channel incision due to previous land practices. The project would address priority areas of erosion and channel incision, significantly reducing sediment loading to Middle Creek and the Vermillion River. This project would continue working upstream from previously completed Middle Creek channel work downstream of Highview Avenue.

The Minnesota Board of Water and Soil Resources has notified VRWJPO staff that this project has been approved for WBIF funding. The estimated project cost is \$396,000. The WBIF grant would pay for up to \$360,000 in engineering and construction costs. The grant requires a ten percent local match. The City of Lakeville will provide up to \$36,000 in local match and the VRWJPO will provide grant administration services.

VRWJPO staff recommend executing a JPA with the City for the Middle Creek at Dodd Boulevard project in an amount not to exceed \$360,000.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will receive \$360,000 in grant revenues from the BWSR under the WBIF. The VRWJPO will pass through the WBIF grant funding to the City of Lakeville and will provide in-kind grant administration services.

**Supporting Documents:**

Attachment A: JPA with Lakeville for Middle Creek at Dodd Boulevard Project

**Previous Board Action(s):**

**RESOLUTION**

**6x. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for the Middle Creek at Dodd Boulevard Stream Restoration Project**

**WHEREAS**, in 2022, the Vermillion River Watershed Joint Powers Organization (VRWJPO) hosted convene meetings with stakeholders and compiled submittals that could utilize Watershed-Based Implementation Funding (WBIF) from the Minnesota Board of Water and Soil Resources (BWSR); and

**WHEREAS**, the City of Lakeville (City) submitted a stream restoration project on Middle Creek that would address bank erosion and channel incision; and

**WHEREAS**, the project will result in less sediment in Middle Creek and the Vermillion River, improving conditions and working toward removal of the Vermillion River from the impaired waters list; and

**WHEREAS**, the Middle Creek at Dodd Boulevard project (Project) is estimated to cost \$396,000; and

**WHEREAS**, the submittal from the City requested \$360,000 of WBIF for the Project; and

**WHEREAS**, the WBIF requires a ten percent local match and the City will provide up to \$36,000 in local match and the VRWJPO would provide grant administration services; and

**WHEREAS**, the BWSR approved the use of \$360,000 of WBIF for the Project; and

**WHEREAS**, the VRWJPO would be the recipient of the WBIF grant and would pass through funding to the City;

**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 \$360,000 for the Middle Creek at Dodd Boulevard project; subject to approval as to form by the Dakota County Attorney's Office.

**JOINT POWERS AGREEMENT FOR  
THE MIDDLE CREEK AT DODD BOULEVARD STREAM RESTORATION PROJECT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION  
AND  
THE CITY OF LAKEVILLE  
CITY PROJECT 22-60**

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

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

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

**WHEREAS**, Middle Creek is a tributary to the Vermillion River; and

**WHEREAS**, the Vermillion River is identified on the EPA's 303d Impaired Waters List for total suspended solids; and

**WHEREAS**, Middle Creek has significant erosion that is contributing sediment to downstream reaches of Middle Creek and the Vermillion River; and

**WHEREAS**, restoration strategies were identified in the WRAPS report to identify and implement sediment reduction BMPs on public lands in the Middle Creek subwatershed; and

**WHEREAS**, reducing the sediment load in Middle Creek through channel restoration will improve conditions in Middle Creek and the Vermillion River and assist in removing the Vermillion River from the impaired waters list; and

**WHEREAS**, stream channel improvements were identified in the Vermillion River Watershed Management Plan's Implementation Section; and

**WHEREAS**, the estimated Project cost is \$396,000; and

**WHEREAS**, the VRWJPO was awarded a \$396,000 Watershed-Based Initiative Funding (Grant) from the Minnesota Board of Water and Soil Resources (BWSR); and

**WHEREAS**, the Project is proposing to use \$360,000 of the total BWSR Grant; and

**WHEREAS**, the Grant has a minimum match requirement equal to 10% of the amount of Grant monies received, either in the form of cash or in-kind services; and

**WHEREAS**, the City has included cash match of at least 10% of the Grant amount used for Project costs in their Capital Improvement Plan and will participate in the design and construction and related activities after applying Grant monies; and

**WHEREAS**, the VRWJPO, and as a result of this Joint Powers Agreement, the City will follow all applicable BWSR Grant policies and requirements that are relevant to each party.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the City and the VRWJPO shall derive from this Agreement, the VRWJPO and the 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 Project cost-sharing obligations of the VRWJPO and the City.

#### **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 December 31, 2025, 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 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 TECHNICAL AND QUALITY ASSURANCE**

The VRWJPO and City will provide technical and quality assurance for the Project. Any engineer providing technical or quality assurance for the Project must be a licensed Professional Engineer in the State of Minnesota. The Project will be designed using appropriate practice standards for design, construction, operation, and maintenance. Appropriate practice standards from the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide, Minnesota Stormwater Manual, or other scientifically appropriate and applicable standards can be used. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The Engineer providing technical and quality assurance will certify that the Project was installed or constructed in accordance with the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO. An as-built plan set will be provided to the VRWJPO by the Engineer immediately following Project completion as part of the required Project certification.

#### **ARTICLE 6 PROJECT PLANS AND SPECIFICATIONS**

The City is the lead agency for design and construction administration of this Project, effective upon execution of this Agreement by both parties. The VRWJPO and City shall approve the plans and specifications (Project Plans) prior to advertising for bids.

## **ARTICLE 7 PAYMENT**

**7.1** The City will administer the contracts and act as the paying agent for all payments to the contractor(s).

**7.2** The Grant will reimburse project-related activities up to \$360,000 related to the engineering, permitting, bidding and construction of the Project (City eligible).

**7.3** The Grant has a match requirement to the amount of monies received. The match shall be provided by the City in the amount of up to \$36,000 in cash match expended prior to release of Grant monies.

**7.4** The VRWJPO will contribute in-kind grant administration services for the project.

**7.5** The City's maximum eligible reimbursement is up to \$360,000.

**7.6** No payment shall be made prior to approval of the Project Plans by both the VRWJPO and City.

**7.7** The VRWJPO shall pay the City for engineering and construction costs on a reimbursement basis. Under the terms of the Grant, the VRWJPO will receive funds in the following disbursements: (a) 50% after execution of the Grant; (b) 40% after the first 50% has been expended and Grant reporting requirements are met; and (c) 10% after final Grant requirements are met. The VRWJPO will make progress payments to the City, if requested, on a reimbursement basis, contingent upon the VRWJPO's receipt of adequate Grant disbursements to make City requested payments. Ten percent (10%) of the Agreement maximum shall be withheld until the VRWJPO has verified that the Project has been installed in accordance with this Agreement and the Project Plans. All requests for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project.

**7.8** The VRWJPO may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to be repaid for any overpayment or disallowed claim.

**7.9** All services provided by the VRWJPO under the BWSR Grant Agreement, attached and incorporated herein as Exhibit 2, and services provided by the City to the VRWJPO through this Joint Powers Agreement must be performed to the State's satisfaction, as set forth in Exhibit 2 and in the BWSR approved work plan.,

## **ARTICLE 8 CITY OBLIGATIONS**

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

**8.2 CONSTRUCTION REQUIREMENTS.** The Project shall be constructed in accordance with the Project Plans. The VRWJPO and City shall approve any modifications to the Project Plans.

**8.3 CONSTRUCTION AND DESIGN FAILURES.** Any failure related to construction or design of the Project shall be addressed in the contracts with the construction firm or professional services firm.

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

**8.5 OPERATION AND MAINTENANCE.** The City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the VRWJPO for on-going maintenance of the Project upon completion for a minimum of 10 years unless necessitated by a failure due to Acts of God or Force majeure. On an annual basis, the VRWJPO and City will have within their collective Capital Improvement Plans 20 percent of the final project construction cost for repairs or project maintenance to ensure acceptable performance for 10 years from the time of project completion. Operation and Maintenance will follow the schedule, procedures, and actions identified in the Operation and Maintenance Plan (Exhibit 1).

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

**8.7 PUBLICITY.** The City hereby permits the VRWJPO to take and disclose photographs of the Project for use in publications or promotional material or on its website to highlight the VRWJPO's programs. The City shall appropriately acknowledge the funding provided by the VRWJPO, the State of Minnesota, and the Clean Water, Land, and Legacy Amendment 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 9 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 10 AUTHORIZED REPRESENTATIVES AND LIAISONS**

**10.1 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  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7030

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

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

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

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

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

## **ARTICLE 11 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 12 TERMINATION**

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

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

## **ARTICLE 13 MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings

related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 14  
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 15  
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 16  
GOVERNMENT DATA PRACTICES**

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

**ARTICLE 17  
SURVIVABILITY**

The provisions of articles 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification) and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 18  
DEFAULT: FORCE MAJEURE**

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



**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:

/s/ G. Paul Beaumaster      11/9/22  
Assistant Dakota County Attorney  
VRW Res. No. \_\_\_\_\_  
KS-22-603



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## Operation and Maintenance Plan

### FY22-23 WBIF Middle Creek at Dodd Boulevard Streambank and Grade Stabilization Project

#### Grant Project Summary and Maintenance Agreement

The Vermillion River Watershed Joint Powers Organization (VRWJPO) is partnering with the City of Lakeville (City) to repair eroded reaches of Middle Creek that cause increased turbidity and impact biotic populations in Middle Creek and the Vermillion River. This project will directly repair areas of erosion and grade instability with stream stabilization practices. These improvements will result in significantly reduced erosion and downcutting of the channel that will lower stream turbidity levels and create conditions for healthier and more diverse biotic populations.

As described in the project work plan submitted to the Board of Soil and Water Resources (BWSR), operation and maintenance of the practice will be managed by incorporating it into the City's Capital Improvement Program maintenance plan for a minimum of 10 years. The City will request maintenance assistance from the VRWJPO as needed to address repairs and maintenance for the project. Access to the project location is guaranteed because it is located on City land (i.e., outlots and parkland) and is connected to City roads.

#### Inspection Schedule

This project will be inspected by City and/or VRWJPO staff once per year unless complaints or other notifications require an inspection more frequently, or if precipitation events of large size or high intensity occur near the project site. The inspection will evaluate the initial stabilization of the project, sufficient growth of planted vegetation, erosion beyond what would be considered geomorphologically acceptable, stability of grade control features, and to ensure that the project is allowing the creek to function as intended through the design.

#### Inspection Procedure

Inspections of the practice are anticipated to follow this procedure, but the procedure may be edited based on final construction or results of ongoing inspections. The City and VRWJPO are utilizing staff experience from other stream restoration and stormwater improvement projects to inform the procedure.

1. Visually verify growth of planted vegetation. If deficiency exists in vegetative growth, reseeding, controlled application of herbicides may be necessary to achieve acceptable growth, and periodic mowing may also be needed for establishing vegetation.
2. Inspect grade control features to ensure that the features are intact. Verify that water is not circumventing the feature (i.e., cutting around or below) and allowing the migration of the head cut further upstream. If a head cut has managed to circumvent or compromise a grade control feature, action will be taken to implement a grade control feature upstream of the head cut to prevent further head cut migration.
3. Ensure that stormwater outfalls discharging to the stream channel are stable, provide adequate energy dissipation, and are not causing excessive erosion to stream banks.
4. Inspect the stream channel for debris, deadfall trees, or other stream blocking or materials that redirect the flow of water toward a streambank that results in excessive erosion. If these types of materials are found and are causing excessive erosion, they will be removed promptly.
5. Visually inspect the banks for failure of any slope treatments including: destabilization of boulder and rock material, destabilization of wood toe material, and sloughing or erosion of soils and surface vegetation. Make repairs to any bank issues observed as necessary and ensure vegetation is adequate to prevent erosion.
6. Visually inspect areas with significant sediment deposition and investigate if the potential source of sediment has resulted from the streambank and grade stabilization project. If the source of sediment is from the project and appears to be a result of site-specific failure, the source of the failure should be promptly fixed. If the sediment deposition is impeding flow or redirecting flow such that it is compromising the stability of the stream channels, the deposition will be removed and a long-term solution to addressing sediment deposition in that location will be developed and implemented.

**FY 2023 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 WATERSHED-BASED IMPLEMENTATION FUNDING  
 GRANT AGREEMENT**

<b>Vendor:</b>	0000197289
<b>PO#:</b>	3000015494

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Vermillion River Watershed JPO, 1590 Highway 55, Hastings, Minnesota 55033** (Grantee).

**Fiscal Agent:** Dakota County

<i>This grant is for the following Grant Programs :</i>		
C23-5040	FY2022-2023 WBIF Vermillion River Watershed JPO	\$396,000

**Total Grant Awarded: \$396,000**

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(a), and the Laws of Minnesota, 2021, 1<sup>st</sup> Special Session, Chapter 1, Article 2, Sec. 6(a) appropriated Clean Water Funds (CWF) to the Board for the FY 2022-2023 Watershed-based Implementation Funding Program.
2. The Board adopted the FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the allocation of funds for the FY 2022-2023 Watershed-based Implementation Funding Program. through Board Order #21-51.
3. The Grantee has submitted a Board-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State’s Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

**Mike Slavik, Chair**  
**Vermillion River Watershed Joint Powers Organization**  
**1590 Highway 55**  
**Hastings, MN 55033-2343**  
**(651) 438-4427**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
  - 1.2. **Expiration date:** **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

## 2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference and abide by the FY2022-23 Watershed-based Implementation Funding policy.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

## 3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

## 4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

## 5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board-approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minnesota Statutes § 103C.401 establishes the Board's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

## 6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**15. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

**17. Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

**18. Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

**19. Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

*IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

**Approved:**

**Vermillion River Watershed JPO**

**Board of Water and Soil Resources**

**By:** \_\_\_\_\_  
*(print)*

**By:** \_\_\_\_\_

\_\_\_\_\_  
*(signature)*

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved as to form:

/s/ G. Paul Beaumaster                      11/18/22  
Assistant County Attorney/Date  
KS-22-595



**6d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for the Middle Creek at Highview Avenue Stream Restoration Project Maintenance**

Meeting Date: 12/1/2022  
Item Type: Regular-Action  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A

N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a Joint Powers Agreement with the City of Lakeville for the Middle Creek at Highview Avenue Stream Restoration Project maintenance

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a Joint Powers Agreement (JPA) with the City of Lakeville (City) for cost share assistance related to maintenance activities at the Middle Creek at Highview Avenue Stream Restoration Project.

In 2021, the City of Lakeville and VRWJPO cooperatively completed a stream restoration project at Middle Creek downstream of Highview Avenue. The project addressed bank and channel erosion that existed as a result of previous land use practices. The project outcomes were reduced sediment load and improved habitat conditions in Middle Creek at the Vermillion River. The operation and maintenance plan developed for the project allows the City to request maintenance assistance from the VRWJPO, and the City has identified the need for vegetation maintenance at the project. The maintenance would remove undesirable brushy vegetation in the riparian area that will result in a better ground cover and more stable stream banks, supporting the design and intent of the project. The maintenance activity is estimated to cost \$15,000 and would be completed before the end of 2022. VRWJPO staff proposed a cost share of up to 50-percent not to exceed \$7,500 for the proposed maintenance activity.

VRWJPO staff recommend executing a JPA with the City for the Middle Creek at Highview Avenue Stream Restoration Project maintenance in an amount not to exceed \$7,500.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will pay the City up to \$7,500 from the Land and Water Treatment--Maintenance portion of the VRWJPO Budget.

**Supporting Documents:**

Attachment A: JPA with Lakeville for Middle Creek at Highview Avenue Maintenance

**Previous Board Action(s):**

**RESOLUTION**

**6d. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for the Middle Creek at Highview Avenue Stream Restoration Project Maintenance**

**WHEREAS**, the City of Lakeville and VRWJPO cooperatively completed a stream restoration project at Middle Creek downstream of Highview Avenue; and

**WHEREAS**, the project addressed bank and channel erosion that existed as a result of previous land use practices; and

**WHEREAS**, the project resulted in less sediment in Middle Creek and the Vermillion River, improving conditions and working toward removal of the Vermillion River from the impaired waters list; and

**WHEREAS**, the City has identified the need for vegetation maintenance at the project; and

**WHEREAS**, the operation and maintenance plan developed for the project allows the City to request maintenance assistance from the VRWJPO; and

**WHEREAS**, the maintenance would remove undesirable brushy vegetation in the riparian area that will result in a better ground cover and more stable stream banks, supporting the design and intent of the project; and

**WHEREAS**, the maintenance activity is estimated to cost \$15,000 and would be completed before the end of 2022; and

**WHEREAS**, the VRWJPO would provide cost share assistance to the City up to 50-percent of the maintenance cost not to exceed \$7,500;

**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 \$7,500 for the Middle Creek at Highview Avenue Stream Restoration Project maintenance; subject to approval as to form by the Dakota County Attorney's Office.

**JOINT POWERS AGREEMENT FOR  
THE MIDDLE CREEK AT HIGHVIEW STREAM RESTORATION PROJECT  
MAINTENANCE 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 (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

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

**WHEREAS**, Middle Creek is a tributary to the Vermillion River; and

**WHEREAS**, in 2021, the VRWJPO partnered with the City to implement a stream restoration project at Middle Creek to address stream bank and channel erosion (Project); and

**WHEREAS**, an operation and maintenance plan was developed as part of the project to outline inspection and maintenance duties for the Project; and

**WHEREAS**, the operation and maintenance plan provides the ability for the City to request maintenance assistance for the long-term success of the Project; and

**WHEREAS**, the City has identified the need for some vegetation maintenance activities at the Project that will remove undesirable vegetation to improve ground cover in the riparian area, helping to reduce the potential for bank erosion; and

**WHEREAS**, the estimated maintenance cost at the Project is \$15,000; and

**WHEREAS**, the VRWJPO will provide up to 50-percent of the maintenance cost identified, up to \$7,500.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the City and the VRWJPO shall derive from this Agreement, the VRWJPO and the 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 VRWJPO and the City.

**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 April 1, 2023, 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 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 MAINTNANCE PROJECT MANAGEMENT**

The City is the lead agency for administration and oversight of the maintenance activities, effective upon execution of this Agreement by both parties.

### **ARTICLE 6 PAYMENT**

- 6.1** The City will administer the contracts and act as the paying agent for all payments to the contractor(s).
- 6.2** The VRWJPO will reimburse up to 50-percent up to a maximum of \$7,500 for maintenance-related activities at the Project (City eligible).
- 6.3** The City's maximum eligible reimbursement is up to \$7,500.
- 6.4** All requests for payment shall be supported by itemized receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the maintenance.
- 6.5** The VRWJPO may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to be repaid for any overpayment or disallowed claim.

### **ARTICLE 7 CITY OBLIGATIONS**

- 7.1 AUTHORIZED PURPOSE.** The funds provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to maintenance of the Project.
- 7.2 CONSTRUCTION REQUIREMENTS.** The maintenance shall be performed in accordance with the scope of work the City approves with its contractor. The City shall provide the VRWJPO any modifications to the scope of work prior to payment.
- 7.3 RIGHT-OF-ENTRY.** The City hereby permits the VRWJPO, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located for the purpose of inspecting the construction of the Project.
- 7.4 COMPLIANCE WITH LAWS/STANDARDS.** The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project, including obtaining all necessary permits to construct the Project.

## **ARTICLE 8 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 9 AUTHORIZED REPRESENTATIVES AND LIAISONS**

**9.1 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  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7030

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

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

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

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

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

## **ARTICLE 10 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 11 TERMINATION**

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

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

## **ARTICLE 12 MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE 13 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 14 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 15 GOVERNMENT DATA PRACTICES**

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

**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:

/s/ \_\_\_\_\_  
Assistant Dakota County Attorney  
VRW Res. No. \_\_\_\_\_  
KS-22-

DRAFT

**6e. Options for Consideration for Changes to Watershed Planning Commission Membership and Scheduling**

Meeting Date: 12/1/2022  
 Item Type: Information  
 Contact: Mark Zabel  
 Telephone: 952-891-7011  
 Prepared by: Mark Zabel

**PURPOSE/ACTION REQUESTED**

- Presentation and discussion of several options for consideration for changes to Watershed Planning Commission membership and scheduling

**SUMMARY**

The empowering Joint Powers Agreement forming the Vermillion River Watershed Joint Powers Organization (VRWJPO) stipulates the membership for the Vermillion River Watershed Planning Commission as follows:

“B. Membership. The WPC shall consist of nine members who are residents of the Vermillion River Watershed. One shall be from Scott County and eight shall be from Dakota County. WPC members shall be appointed to three-year staggered terms. WPC members must be and remain residents of the watershed and the County from which they were appointed. WPC members are limited to serving two consecutive terms.”

Minnesota Statutes 103D.331 defines advisory committee membership for watershed districts as follows:

“Subd. 2. Members. (a) The advisory committee consists of at least five members. If practicable, the advisory committee members selected should include a representative from each soil and water conservation district, a representative of each county, a member of a sporting organization, and a member of a farm organization. Other advisory committee members may be appointed at the discretion of the managers. The members must be residents of the watershed district, except representatives from soil and water conservation districts and counties, and serve at the pleasure of the managers.

(b) In addition, the managers may appoint other interested and technical persons who may or may not reside within the watershed district to serve at the pleasure of the managers.”

A change to the membership structure would require an amendment to the empowering Joint Powers Agreement (JPA) for the VRWJPO. An amendment to the empowering JPA could include representation for all or portions of representation described in Minnesota Statutes 103D.331.

Some things to consider for restructuring WPC membership include:

- Overall number of members
- Number of citizen/resident members (current type)
- Number of members representing government agencies
- Number of members representing specific interest groups
- Number of other membership interests (land ownership/management, business ownership/management., etc.)

Some other considerations that may make membership on the WPC more attractive without amending the empowering JPA could be:



- Changing the meeting date/time
- Changing the meeting frequency
- Changing the meeting location
- Other

The Vermillion River Watershed Planning Commission (WPC) acted by passing two resolutions supporting potential changes regarding WPC membership requirements. Recommending to the Vermillion River Watershed Joint Powers Board to: 1) eliminate membership term eligibility requirements and, 2) require renewal of membership on the WPC on a three year basis for which notice would be provided to the public of the upcoming end of the members' terms and opening application by those interested in serving.

This is an informational item to spur discussion and begin an exploration toward improving membership recruitment and potentially improving overall effectiveness and efficiency in the work of the WPC. We welcome all ideas relevant to this development and encourage everyone to share their thoughts and opinions.