



Agenda

Vermillion River Watershed Joint Powers Board Meeting

August 24, 2023, 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
<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 July 27, 2023, Meeting | | Page 3 |
| c. Acceptance of Treasurer’s Reports and Draft Fund Statements | | Page 10 |
| d. Authorization to Approve Drainage and Ravine Maintenance Easement for Ravenna Trail Ravines Stabilization Project | | Page 13 |
| 5. Approval of Expenses | Action | Page 24 |
| 6. Business Items | | |
| a. Public Hearing to Receive Comments on and Adoption of the Draft Vermillion River Watershed Joint Powers Organization 2024 Budget and Watershed Management Tax District Levy | Action | Page 25 |
| b. Schedule and Public Notice an Initial Planning Meeting to Develop Priorities and Issues for the 2026 Update of the Vermillion River Watershed Plan | Action | Page 35 |
| c. Authorization to Execute a Contract with HKGi for Vermillion River Watershed Management Plan Stakeholder Engagement Services and Amend the 2023 Vermillion River Watershed Joint Powers Organization Budget | Action | Page 37 |
| 7. Staff Reports | | |
| 8. Adjourn | Action | |

Please note, the August 24, 2023, Vermillion River Watershed Joint Powers Board meeting will take place **in-person** in Conference Room A at the Extension and Conservation Center, 4100 220th Street West, Farmington Minnesota **and via teleconference** on the web-based application, Microsoft Teams.



Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 285 427 479 394

Passcode: XqsXse

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Or call in (audio only)

[+1 651-273-3070,,560376661#](#) United States, St. Paul

Phone Conference ID: 560 376 661#

[Find a local number](#) | [Reset PIN](#)

Other Information

Next Meeting Date: **September 28, 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 (JPB) Meeting

July 27, 2023, 1 p.m., in-person and virtual via Microsoft Teams

Board Members in Attendance

Dakota County Commissioner Mike Slavik
Dakota County Commissioner Mary Hamann-Roland
Scott County Commissioner Tom Wolf

Others in Attendance

Dakota County Commissioner Bill Droste, VRWJPB alternate
Bruce Johnson, Dakota County Soil & Water Conservation District Supervisor
Nikki Stewart, Dakota County, Environmental Resources Department Director
Jennifer Wolf, Assistant Dakota County Attorney, Vermillion River Watershed Joint Powers Organization (VRWJPO) Counsel
Travis Thiel, Dakota County, VRWJPO Senior Watershed Specialist
Brita Moore-Kutz, Dakota County, VRWJPO Communications and Outreach Specialist
Brian Watson, Dakota County Soil & Water Conservation District (SWCD) Manager
Paula Liepold, Dakota County, Water Resources Educator
Valerie Neppl, Dakota County, Groundwater Protection Unit Supervisor
Jessica Schaum, City of Apple Valley (Virtual)

Agenda

1. Call to Order

Meeting was called to order at 1 p.m.

2. Roll Call

Commissioners Slavik, Hamann-Roland, and Wolf were in attendance.



3. Audience Comments on Items Not on the Agenda

No comments.

4. Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the June 22, 2023 Meeting
- c. Acceptance of Treasurer's Report
- d. Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization 2024 Budget and Watershed Management Tax District Levy

Res. No. VRW 23-19: Motion by Commissioner Hamann-Roland to approve the consent agenda, second by Commissioner Wolf. Motion carried on a 3-0 vote.

5. Approval of Expenses

Valerie Neppl presented expenses from June 13-July 14, 2023, totaling \$119,366.63.

Res. No. VRW 23-20: Motion by Commissioner Wolf to approve expenses, second by Commissioner Hamann-Roland. Motion carried on a 3-0 vote.

6. A. Authorization to execute a Joint Powers Agreement with the City of Rosemount for the Public Works and Police Campus Infiltration Basins

Travis Thiel presented the proposed agreement with Rosemount for cost-share assistance on new infiltration basins at the new Public Works and Police Campus. The City designed the basins to be larger and provide more infiltration than is required under the design requirements of the VRWJPO standards. The cost-share is estimated to be \$25,000.

Res. No. VRW 23-21: Motion by Commissioner Hamann-Roland to authorize the execution of the Joint Powers Agreement, second by Commissioner Wolf. Motion carried on a 3-0 vote.



B. Recommend approval of the Service Agreement for the Administrator of the VRWJPO

Nikki Stewart introduced the Service Agreement, which was presented as an information item at the June 22, 2023 VRWJPB meeting. Counsel Jennifer Wolf mentioned the change requested by the Board to specifically call out the liaison role with cities and townships in the watershed was made.

Res. No. VRW 23-22: Motion by Commissioner Hamann-Roland to approve the Service Agreement, second by Commissioner Wolf. Motion carried on a 3-0 vote.

C. Update on 2023 Summer Tour with the Board of Water and Soil Resources and Partners in the Vermillion River Watershed and Scheduling of Special Meeting of the Vermillion River Watershed Joint Powers Board

Valerie informed the Board that because there will be a quorum of Commissioners on the collaborative tour with the Minnesota Board of Water & Soil Resources (BWSR) (Wednesday, August 23, 2023), we are legally required to notice it as a special meeting. Jennifer clarified that this is because the public must have the opportunity to hear any business discussion and suggested that if Commissioners are on the same bus, they not talk about VRWJPO business. The meeting also falls on a non-scheduled regular Board meeting day.

Paula Liepold presented an overview of the tour locations, starting at the GrandStay Hotel in Apple Valley and planning to visit the following:

1. East Lake Habitat Restoration
2. Erickson Park Stormwater Improvements
3. King Park Stormwater Reuse System
4. Rambling River Park Stream Restoration
Lunch, Glenhaven
5. Groundwater Protection – Chuck Louis farm
6. Braun Wetland Bank Easement
7. Prairie Strips and Climate Resiliency – Kimber Contours
8. South Branch Nitrate Treatment Wetland

Commissioner Wolf asked about coordinating rides if people can't be there the whole time. Travis said staff can work with them on that.



Commissioners lauded staff for their hard work on the tour. All three Board members plan to attend, as well as Dakota County Alternate Bill Droste. Commissioner Slavik remarked that he'd like to contact local elected officials to encourage them to attend.

Brian shared some of the high-level policymakers who've RSVP'd to the tour, including the directors of Minnesota's divisions of the Natural Resources Conservation Service and Farm Service Agency.

Paula said that the tour will be cost-shared with BWSR. The VRWJPO has money set aside in the budget to cover that cost. She also shared a few more people who've responded that were of interest to the Board.

Brita Moore-Kutz explained that she'd emailed city and township clerks about the tour a couple weeks prior. Commissioner Hamann-Roland said she'd also like to contact mayors and city councilors in her area about the tour. Brian indicated that while the Commissioners' efforts are appreciated, space is limited on the buses.

Res. No. VRW 23-23: Motion by Commissioner Hamann-Roland to approve scheduling of the special meeting, second by Commissioner Wolf. Motion carried on a 3-0 vote.

D. Update on the Status and Next Steps for Developing the 2026-2035 Vermillion River Watershed Management Plan

Valerie directed Commissioners to view the initial comments from organizations from the kickoff 60-day comment period in the packet. She presented a PowerPoint listing high-level themes from the comments, including recent plans/assessments, climate resiliency, chloride, equity and inclusion, and desire for cross-organizational collaboration.

Next steps in the Plan development are securing a consultant for stakeholder engagement and scheduling an initial public meeting in September 2023. The Board will approve the scheduling of the public meeting at their regular August meeting.

Commissioner Slavik pointed out that there have been scheduling issues in the past due to farmers' planting/harvesting schedules, which could prevent them from being able to engage fully with the planning process. Valerie noted that the rounds of stakeholder engagement are planned during times that shouldn't conflict with agriculture.

Slavik asked if the Board would be approving the contract with the engagement consultant. Valerie said that the budget for the consultant is less than \$50,000, which means Board approval is not required.



Slavik urged elected officials to stay engaged in the Plan process.

Information only.

E. Presentation and Discussion on Proposed VRWJPO 2024 Draft Budget and Watershed Management Tax District Levy

Valerie presented the first draft of the 2024 budget. For the annual Watershed Management Tax District Levy, the VRWJPO expects again to request \$1 million total in property taxes, with \$965,600 coming from Dakota County and \$34,400 from Scott County.

Total expenses and revenue are balanced at \$2,058,300 each.

Commissioner Wolf asked what the typical cash balance is for the VRWJPO throughout the year. Wolf clarified that he wanted to know about what the investment earnings number is based on.

Commissioner Hamann-Roland said she'd like more information about this as well. Staff will report back with this information.

Commissioner Slavik said that he thought the VRWJPO's cash balance was quite healthy, thanks in large part due to Watershed-Based Implementation Funding from BWSR. He commended Mark Zabel's direction to be conservative with budget expenses and revenues, which leaves the VRWJPO with wiggle room.

Valerie shared graphs showing the levy rates over time in both counties, which have decreased over time. The Board will hold a public hearing to adopt the draft budget at the August regular meeting.

Information only.

7. Staff Reports

Nikki Stewart

Nikki received 19 applications for the next Watershed Administrator. The Watershed Planning Commission Chair, Jim Kotz, will be participating in the initial short Zoom interviews. Commissioner Hamann-Roland commended Valerie Nepl for her excellent interim leadership.

Jennifer Wolf



Paul Beaumaster will return as the VRWJPO Counsel in September, as his duties with the Criminal Division at the Dakota County Attorney's Office will conclude. Commissioners thanked Counsel Wolf for covering legal support for VRWJPO.

Brian Watson

Brian reported on a change to SWCD regulations at the Legislature (State Statute 103C), that SWCDs are no longer required to do comprehensive planning. Part of that is because outside the 7-county Metro, watersheds used the One Watershed, One Plan model. The Metro area abides by different regulations. With so many plans used by the County and its watersheds, planning specific to the SWCD is just another exercise. The SWCD doesn't have funding sources built-in for planning, so it relies on grants. They would like to work with other planning processes to further their goals, as Brian indicated in his comment letter for the VRWJPO plan kickoff.

Travis Thiel

The previous Thursday, Travis attended the public meeting at the Burnsville City Hall on the results of the feasibility study for possible alum treatment on Alimagnet Lake with the cities of Apple Valley and Burnsville. The consensus of the room, mostly consisting of lake associations, was that alum treatment should move forward. They were concerned about what would happen with the plant aquatic invasive species (AIS) with less algae, which the cities can manage with herbicide. The VRWJPO plans to apply for Clean Water Fund grant money and work with the lake associations to protect the lake from AIS.

Brita Moore-Kutz

Brita managed the VRWJPO table at the City of Hastings's Party in the Park in mid-July, which was attended by more than 1,000 people. She handed out Stormwater Crosswords. She'll also be tabling at the Dakota County Fair Natural Resources Building and ordered pencils and dog waste pickup bags for handing out to guests.

Brita also met recently with Kathy Lepley, the graphic designer of the VRWJPO interpretive signs, when Kathy was visiting Minnesota. They toured several the interpretive signs already in place that Kathy designed.

Melissa Bokman-Ermer (sent via email)



Melissa forwarded the tour calendar invite to the Scott County Board and other officials and shared the Request for Proposals for Stakeholder Engagement consultants for the 2026-35 Watershed Plan on the Scott County website.

Commissioner Slavik added prior to adjournment that he went on the Southeast Irrigator Tour in the North Cannon River Watershed, along with farmers, SWCDs, and the Commissioners of Agriculture and Department of Natural Resources. He would like them to invite more local government officials on those tours.

8. Adjourn

Motion by Commissioner Hamann-Roland, seconded by Commissioner Wolf. The motion passed on a 3-0 vote to adjourn at 2:05 p.m.

Next Meeting Date: Thursday, August 24, 2023, at 1 p.m. in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220th Street West, Farmington, MN.

Respectfully submitted by

Brita Moore-Kutz

Communications & Outreach Specialist for the Vermillion River Watershed Joint Powers Organization

Attest

Commissioner

Secretary/ Treasurer

Date



**2023 Vermillion River Watershed Joint Powers Organization
Treasurer's Report**

August 2023 - 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 (601-5010001-00000000)	\$ 240,500.00	\$ 88,445.45	\$ 11,719.10	\$ 140,335.45
B. Research & Planning (601-5010001-50100130)	\$ 41,600.00	\$ 4,074.78	\$ 2,723.46	\$ 34,801.76
C. Monitoring & Assessment (601-5010001-50100230)	\$ 156,900.00	\$ 59,763.16	\$ 6,059.66	\$ 91,077.18
D. Public Communications & Outreach (601-5010001-50100330)	\$ 167,900.00	\$ 103,943.10	\$ 11,732.59	\$ 52,224.31
E. Irrigation and Irrigation Audit (601-5010001-50100431)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
F. Regulation (601-5010001-50100530)	\$ 55,900.00	\$ 6,297.99	\$ 635.63	\$ 48,966.38
G. Coordination & Collaboration (601-5010001-50100531)	\$ 50,600.00	\$ 10,667.00	\$ 807.00	\$ 39,126.00
H. Feasibility/Preliminary Studies (601-5010001-50100631)	\$ 220,000.00	\$ 37,454.52	\$ 1,440.25	\$ 181,105.23
I. Capital Improvement Projects (601-5020001-50200130)	\$ 480,920.00	\$ 68,688.50	\$ 3,675.65	\$ 408,555.85
J. CWF BWSR- Watershed Grant (601-5010001-50100848)	\$ 12,000.00	\$ 6,406.82	\$ 487.38	\$ 5,105.80
K. WBIF Grant (BWSR) 2020-2023 North Creek (601-5010001-50100853)	\$ 387,500.00	\$ 163.03	\$ -	\$ 387,336.97
L. WBIF Grant (BWSR) 2020-2023 Farmington Direct (601-5010001-50100854)	\$ 30,030.00	\$ -	\$ -	\$ 30,030.00
M. WBIF Grant (BWSR) 2020-2023 Hastings Direct (601-5010001-50100855)	\$ 30,030.00	\$ 896.68	\$ -	\$ 29,133.32
N. WBIF Grant (BWSR) 2020-2023 Ravenna Basins (601-5010001-50100856)	\$ -	\$ 3,450.21	\$ -	\$ (3,450.21)
O. Lakeville East Lake Restoration (601-5010001-50100858)	\$ 93,000.00	\$ 39,905.86	\$ -	\$ 53,094.14
P. CWF Comp Grant (BWSR) Foxborough TSS (601-5010001-50100859)	\$ 376,500.00	\$ 815.16	\$ 406.15	\$ 375,278.69
Q. CWF Comp Grant (BWSR) Ravenna Trail (601-5010001-50100860)	\$ 545,000.00	\$ -	\$ -	\$ 545,000.00
R. 2022-2023 WBIF Grant (BWSR) Middle Creek (601-5010001-50100861)	\$ 363,000.00	\$ -	\$ -	\$ 363,000.00
S. 2022-2025 WBIF Grant (BWSR) Alimagnet Alum (601-5010001-50100862)	\$ 45,000.00	\$ 10,494.78	\$ -	\$ 34,505.22
T. 2023 CWF Competitive Grant (BWSR) East Lake (601-5010001-50100863)	\$ 337,500.00	\$ 6,322.92	\$ 791.99	\$ 330,385.09
U. Wetland Bank (601-5010001-50100930)	\$ 189,800.00	\$ -	\$ -	\$ 189,800.00
VRW JPO Revised Budget Expense TOTAL	\$ 3,843,680.00	\$ 447,789.96	\$ 40,478.86	\$ 3,355,411.18

Budget Funding Sources

Wetland Bank	\$189,800.00
CIP Reserve	\$226,800.00
CIP Reserve Grant Match	\$136,660.00
Fund Balance from Underspending in Previous Year	\$271,810.00
Grant Carryover	\$12,000.00
CWF Grant (BWSR) Competitive 2022	\$841,500.00
CWF Grant (BWSR) Competitive 2023	\$300,000.00
CWF Grant WBIF (BWSR) 2020-2023	\$487,180.00
CWF Grant WBIF (BWSR) 2022-2025	\$396,000.00
CPL Grant (DNR) 2022-2025	\$90,000.00
Fee's on Permitting Activities	\$1,000.00
Dakota County Levy	\$964,900.00
Scott County Levy	\$35,100.00
Investment Earnings	\$14,000.00
Total	\$3,966,750.00

DAKOTA COUNTY
MINNESOTA

GOVERNMENTAL FUND BALANCE SHEET AND
GOVERNMENTAL ACTIVITIES - STATEMENT OF NET POSITION
VERMILLION RIVER WATERSHED DISTRICT
JULY 31, 2023

Assets

Cash and investments	\$ 2,060,967
Taxes receivable	
Current	-
Prior - net	-
Accounts receivable	<u>188,929</u>
Total Assets	<u><u>\$ 2,249,896</u></u>

Liabilities

Current liabilities	
Accounts payable	<u>\$ 9,669</u>
Total Liabilities	<u>\$ 9,669</u>

Fund Balance/Net Position

Unrestricted	<u>\$ 2,240,226</u>
Total Fund Balance/Net Position	<u>\$ 2,240,226</u>
Total Liabilities and Fund Balance/Net Position	<u><u>\$ 2,249,895</u></u>

**DAKOTA COUNTY
MINNESOTA**

**ENVIRONMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
AND GOVERNMENTAL ACTIVITIES - STATEMENT OF ACTIVITIES
VERMILLION RIVER WATERSHED DISTRICT
FOR THE MONTH ENDING JULY 31, 2023**

Revenues	
Taxes	\$ 573,647
License and permits	10
Intergovernmental	
Minnesota Department of Natural Resources	38,929
Board of Water & Soil Resources	150,000
Local Government	18,862
Miscellaneous	7,458
	<u>788,905</u>
Total Revenues	\$ 788,905
Expenditures/Expenses	
Current	
Operating Expenses	\$ 327,453
Capital Expenses	6,731
	<u>334,184</u>
Total Expenditures/Expense	\$ 334,184
Net Change in Fund Balance/ Net Position	\$ 454,721
Fund Balance/Net Position - January 1	1,785,505
Fund Balance/Net Position - December 31	\$ 2,240,226

4d. Authorization to Approve Drainage and Ravine Maintenance Easement for the Ravenna Trail Ravines Stabilization Project

Meeting Date: 8/24/2023
 Item Type: Regular-Consent
 Contact: Mark Ryan
 Telephone: 952-891-7546
 Prepared by: Mark Ryan



PURPOSE/ACTION REQUESTED

- Authorize approval of drainage and ravine maintenance easement for the Ravenna Trail Ravines Stabilization Project

SUMMARY

In 2022, the Vermillion River Watershed Joint Powers Organization (VRWJPO) received a Clean Water Fund (CWF) grant from the Minnesota Board of Water and Soil Resources (BWSR) for completion of the Ravenna Trail Ravines Stabilization Project located in Ravenna Township (Resolution VRW 22-03). The VRWJPO then completed a joint powers agreement (JPA) with Dakota County (County) to allow the VRWJPO to pass through grant dollars and to establish local contributions to the project (Resolution VRW 22-03). The project consists of the stabilization of 3,600 feet of heavily eroded ravines to protect water quality in the Vermillion River and mitigate sedimentation of the river, floodplain, and County Road 54 (Ravenna Trail).

The ravines addressed by the project traverse two separate parcels before culminating in the County right of way. The Township of Ravenna owns a strip of land along County Road 54 and conveyed a drainage and ravine maintenance easement to the County in April 2023 to allow for construction of the project. The majority of the project is located on property belonging to the Rosemarie R. Sontag Revocable Living Trust, and staff has worked with representatives from the family since concept designs were developed for the grant application in 2021. A drainage and ravine maintenance easement with the Rosemarie R. Sontag Revocable Living Trust (see attachment A) has been finalized this summer to allow for the completion of the stabilization project improvements. In addition to the County, the VRWJPO is named as a grantee in the easement. Through the JPA, the maintenance obligations of the CWF grant for the project are assigned to the County, though the VRWJPO may want access to perform maintenance inspections or other tasks as the holder of the CWF grant.

Authorization from the County for the drainage and ravine maintenance easements is scheduled for August as well. A separate Dakota County request for board action for the award of a contract to complete construction of the stabilization project is pending receipt of acceptable bids. Construction is currently planned for fall/winter of 2023-24.

Staff recommends authorization to approve the drainage and ravine maintenance easement with the Rosemarie R. Sontag Revocable Living Trust to allow for construction of the ravine stabilization project.

EXPLANATION OF FISCAL/FTE IMPACTS

None. The easements are being conveyed at no cost, and there is sufficient budget for the construction of the project based on the engineer's estimate of costs.

Supporting Documents:

Attachment A: Drainage and Ravine Maintenance Easement with the Rosemarie R. Sontag Revocable Living Trust

Previous Board Action(s):

VRW 22-03

RESOLUTION

4d. Authorization to Approve Drainage and Ravine Maintenance Easement for the Ravenna Trail Ravines Stabilization Project

RESOLUTION

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) completed a joint powers agreement (JPA) with Dakota County for construction of the Ravenna Trail Ravines Stabilization Project; and

WHEREAS, the ravines addressed by the project traverse two separate parcels and the County right of way; and

WHEREAS, the Township of Ravenna has conveyed a drainage and ravine maintenance agreement to Dakota County; and

WHEREAS, the Rosemarie R. Sontag Revocable Living Trust has worked with County Staff throughout the project and finalized a drainage and ravine maintenance easement; and

WHEREAS, the VRWJPO is named as an additional grantee in the easement for project construction and maintenance inspections as holder of the Clean Water Fund (CWF) grant;

NOW THEREFORE BE IT RESOLVED that the Vermillion River Watershed Joint Powers Board authorizes approval of the Drainage and Ravine Maintenance Easement with the Rosemarie R. Sontag Revocable Living Trust for the Ravenna Trail Ravine Stabilization project, subject to approval as to form by the Dakota County Attorney's Office.

Exempt from deed tax. Also exempt
from filing or recording fees pursuant to
Minnesota Statute § 386.77.

DRAINAGE & RAVINE MAINTENANCE EASEMENT AGREEMENT

This easement agreement (“**Agreement**”) is made this _____ day of _____, 2023 by Rosemarie R. Sontag, as Trustee of the Rosemarie R. Sontag Revocable Living Trust dated April 19, 1991 (the “**Grantor**”), and the COUNTY OF DAKOTA, a political subdivision of the State of Minnesota, and the VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION, a watershed district joint powers authority organized under the laws of the State of Minnesota, (collectively the “**Grantee**”).

WHEREAS, Grantor is the owner of property located in the County of Dakota, State of Minnesota, and legally described as follows:

The East Half of the Northeast Quarter of Section 20, Township 114 North, Range 16 West, Government Lots 3 and 4 in Section 21, Township 114 North, Range 16 West, and the west half of the Northwest Quarter of Section 21, Township 114 North, Range 16 West, Dakota County, Minnesota, excepting therefrom a strip of land one hundred feet in width along the line of the Railroad Company, being fifty feet in width on each side of the center line thereof as the same as had been located and staked out, across Lots Numbered Three and Four and the West Half of the North West Quarter of Section 21, Township 114 North, Range 16 West

(the “**Grantor’s Property**”);

WHEREAS, Grantee desires to acquire from Grantor a non-exclusive easement in gross to permit Grantee, its employees and contractors access to the portion of Grantor’s Property subject to the easement for the limited purpose of constructing drainage facilities to minimize ravine soil erosion, to help improve water quality in the Vermillion River, and prevent adverse impacts to downstream properties, which easement Grantor agrees to grant to Grantee subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Grantor hereby grants and conveys to Grantee a non-exclusive easement in gross over and across that part of Grantor’s Property described in **EXHIBIT A** for the purposes and subject to the limitations contained herein (the “**Drainage Easement**”).

1. Scope of Drainage Easement. The purpose of the Drainage Easement shall be to permit Grantee, its contractors and employees to construct those improvements (the

“Improvements”) set forth in the Site Construction Plans for Ravenna Ravine Stabilization prepared by Stantec, Project Number 227705232, dated January 17, 2023, consisting of Sheets C-001, G-101, C-200, C-201, C-202, C-301, C-302, C-303, C-304, C-305, C-800, C-801, C-802 and as may be modified thereafter (collectively the “Plans and Specifications”, attached hereto as **EXHIBIT B**), which Improvements are to be installed within the Drainage Easement. Grantee shall install, remove, replace and/or alter Grantor’s Property as may be necessary for the purpose of constructing the Improvements pursuant to the Plans and Specifications, including removal of trees, shrubs, grass, aggregate, soils, drainage infrastructure, herbage or other materials now existing on or under Grantor’s Property or that may be hereafter planted, grown, placed, installed, or deposited therein. Said Drainage Easement shall include the right of reasonable non-public access to, from and across the easement via lands abutting County Road 54/Ravenna Trail, as may be reasonably necessary to effectuate the purpose of the Drainage Easement, including the construction of the Improvements. In the event the access right granted herein is insufficient to complete Improvements or the ongoing operation, repair, and maintenance of the same as set forth below, Grantee shall seek a Right of Entry from Grantor providing alternate access to the Drainage Easement, the granting of which shall not be unreasonably withheld. Grantee shall provide Grantor with seventy-two (72) hours prior notice of any entry upon Grantor’s Property by Grantee, its employees or contractors, including the date and time of the anticipated entry, a summary of the work to be performed, and the anticipated duration of the access upon Grantor’s Property. In the event of emergency, Grantee will endeavor to provide as much advanced notice as reasonable under the circumstances.

2. Obligations for Operation, Maintenance, and Repair. At Grantee’s sole cost and direction, Grantee shall operate, maintain and repair the Improvements, except that if the Improvements are subject to catastrophic damage caused by an act of god or force majeure event, Grantee shall not be obligated to undertake restorative measures that are cost prohibitive when compared to the benefits of the Drainage Easement. The operation, repair and maintenance shall be performed in such a manner as to not impair or disturb the use of Grantor’s Property, except for the Improvements to be constructed in accordance with the Plans and Specifications. Except for the construction of the Improvements, Grantee and Grantee’s employees and contractors shall construct no improvements within Grantor’s Property or within the Drainage Easement, and no material alterations of the ground surface or grade of Grantor’s Property shall be made without the express prior written consent of Grantor. Grantee will repair and restore any damage caused by Grantee or its contractors and employees resulting from the maintenance or repair of the Improvements, including but not limited to damages to Grantor’s Property. All work in connection with the construction, maintenance and repair of the Improvements shall be done in a good and workmanlike manner in compliance with all applicable governmental laws, rules and regulations. All construction debris shall be cleaned up and removed from Grantor’s Property upon the completion of any construction, repair or maintenance.
3. Obligation to Hold Harmless, Defend and Indemnify. To the extent allowable by law, Grantee agrees to hold Grantor, together with Grantor’s beneficiaries, families, guests and tenants, harmless, defend and indemnify them from and against any and all damages, claims or causes of action for damages, or injury, and any other liability arising out of or incurred as the result of Grantee’s use of the Drainage Easement and from Grantee’s construction of the Improvements and the ongoing maintenance, repair and operation of the

Improvements. Grantor shall give Grantee notice of any such damages, claims or causes of action threatened, served or otherwise brought against Grantor. Grantee's obligations to defend shall include without limitation, the provision of reputable and capable legal counsel, reasonably acceptable to Grantor and the payment of attorney fees incurred by or on behalf of Grantor, or any other person protected by this paragraph, and all other costs and expense of defense. Nothing in this section limits the liability of Grantor for conduct that would entitle a trespasser to damages against a private person.

4. No Public Dedication. Nothing contained herein shall be deemed to be a gift or a dedication of all or any portion of the Drainage Easement for the benefit of the public, and Grantee shall not permit, allow or encourage members of the public from accessing Grantor's Property through the Drainage Easement for any purpose, including without limitation recreational use of the Drainage Easement or Grantor's Property.

5. Miscellaneous. This conveyance is made by Grantor and accepted by Grantee, subject to all of the existing easements, covenants, right of ways, conditions, reservations, restrictions outstanding, mineral interests, if any, related to the Grantor's Property. By its acceptance of this Agreement and as a material part of the consideration, Grantee further expressly acknowledges and agrees that Grantor is not making, and has not made, any representation or warranty whatsoever as to the accuracy or completeness of any information regarding Grantor's Property. Grantee specifically agrees that it has been given the opportunity to conduct such investigations as Grantee deems necessary and appropriate, and Grantee is relying solely upon Grantee's own investigations and not any information provided by Grantor. Grantee further agrees that Grantee accepts the Drainage Easement in its current "AS IS" state, with all faults and conditions, and shall assume the risk of any matter or condition which could have been revealed by its investigations. Grantor has not made and Grantor hereby specifically disclaims, and Grantor is conveying the Drainage Easement without any representations or warranties whatsoever, including without limitation, warranties that are express, implied or pursuant to any statute, rule or regulation as to the value, condition, nature, character, suitability, habitability or fitness of the Drainage Easement for any particular purpose, or the presence of any environmental condition or the compliance of Grantor's Property with, or violation of, any law, statute, ordinance, rule or regulation. The terms and conditions and provisions of this Agreement shall extend to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. This Section is not intended as, and shall not have the effect of, permission for assignment or transfer of this Agreement or the Drainage Easement by Grantee without Grantor's prior written consent which Grantor may withhold in its sole and absolute discretion.

[The rest of page is intentionally blank. Signature Pages and Exhibit follow.]

Dated this ____ day of _____, 2023.

**GRANTEE: County of Dakota,
a political subdivision of the State of
Minnesota**

By: _____

Its: _____

and

By: _____

Its: _____

**GRANTEE: Vermillion River Watershed
Joint Powers Organization, a watershed
district joint powers authority
organized under the laws of the State of
Minnesota**

By: _____

Its: _____

and

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____, the _____ and by _____, the _____, of the **County of Dakota, a political subdivision of the State of Minnesota**, GRANTEE.

(Notary Stamp)

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____, the _____ and by _____, the _____, of the **Vermillion River Watershed Joint Powers Organization, a watershed district joint powers authority organized under the laws of the State of Minnesota**, GRANTEE.

(Notary Stamp)

Notary Public

This Instrument Drafted by:
Leo F. Schumacher
SJOBERG & TEBELIUS, P.A.
2145 Woodlane Drive
Suite 101
Woodbury, Minnesota 55125
STDOCS\1690670.v3

EXHIBIT A

Drainage Easement

Description:

Commencing at the northwest corner of said Government Lot 4; thence South 01 degree 00 minutes 27 seconds East, assumed bearing along the west line of said Government Lot 4 a distance of 44.22 feet to the point of beginning of the easement to be described; thence continuing South 01 degree 00 minutes 27 seconds East along said west line a distance of 37.06 feet; thence South 71 degrees 33 minutes 55 seconds West a distance of 136.54 feet; thence South 63 degrees 04 minutes 09 seconds West a distance of 422.39 feet; thence South 87 degrees 19 minutes 26 seconds West a distance of 215.31 feet; thence South 89 degrees 53 minutes 34 seconds West a distance of 234.55 feet; thence North 39 degrees 29 minutes 59 seconds West a distance of 282.49 feet; thence North 48 degrees 03 minutes 52 seconds West a distance of 180.27 feet; thence North 32 degrees 48 minutes 11 seconds West a distance of 128.64 feet; thence North 60 degrees 09 minutes 01 second West a distance of 78.64 feet; thence North 13 degrees 21 minutes 01 second West a distance of 44.46 feet; thence North 89 degrees 59 minutes 15 seconds West a distance of 102.94 feet; thence South 50 degrees 55 minutes 16 seconds West a distance of 49.87 feet; thence South 02 degrees 46 minutes 06 seconds East a distance of 50.64 feet; thence South 64 degrees 50 minutes 01 second East a distance of 103.96 feet; thence North 55 degrees 45 minutes 55 seconds East a distance of 32.81 feet; thence South 60 degrees 09 minutes 01 second East a distance of 54.01 feet; thence South 32 degrees 48 minutes 11 seconds East a distance of 89.17 feet; thence South 48 degrees 12 minutes 54 seconds East a distance of 235.80 feet; thence South 29 degrees 55 minutes 49 seconds East a distance of 178.25 feet; thence South 47 degrees 56 minutes 21 seconds West a distance of 180.24 feet; thence South 42 degrees 03 minutes 39 seconds East a distance of 70.00 feet; thence North 47 degrees 56 minutes 21 seconds East a distance of 173.71 feet; thence South 82 degrees 54 minutes 54 seconds East a distance of 162.51 feet; thence North 89 degrees 08 minutes 56 seconds East a distance of 217.37 feet; thence South 34 degrees 29 minutes 47 seconds West a distance of 119.05 feet; thence South 04 degrees 47 minutes 24 seconds West a distance of 48.54 feet; thence South 40 degrees 41 minutes 26 seconds West a distance of 77.99 feet; thence North 88 degrees 11 minutes 30 seconds West a distance of 83.89 feet; thence South 01 degree 48 minutes 30 seconds West a distance of 92.76 feet; thence South 73 degrees 54 minutes 41 seconds East a distance of 148.11 feet; thence North 29 degrees 25 minutes 34 seconds East a distance of 221.30 feet; thence North 06 degrees 24 minutes 08 seconds East a distance of 127.32 feet; thence North 73 degrees 43 minutes 13 seconds East a distance of 125.72 feet; thence North 66 degrees 34 minutes 01 second East a distance of 362.69 feet; thence North 62 degrees 29 minutes 30 seconds East a distance of 326.19 feet to the westerly right of way line of County State Aid Highway No. 54; thence North 32 degrees 55 minutes 00 seconds West along said westerly right of way line a distance of 89.89 feet; thence South 66 degrees 55 minutes 38 seconds West a distance of 103.93 feet to the point of beginning.

Also:

Commencing at the southwest corner of said Government Lot 4; thence North 01 degree 00 minutes 27 seconds West, assumed bearing along said west line of Government Lot 4 a distance of 495.50 feet to the point of beginning of the easement to be described; thence North 26 degrees 52 minutes 34 seconds East a distance of 51.08 feet; thence South 83 degrees 28 minutes 29 seconds East a distance of 107.70 feet; thence North 83 degrees 42 minutes 15 seconds East a distance of 67.51 feet; thence North 57 degrees 53 minutes 19 seconds East a distance of 198.77 feet; thence North 44 degrees 10 minutes 10 seconds East a distance of 137.87 feet to the westerly right of way line of County State Aid Highway No. 54; thence northwesterly along said westerly right of way line a distance of 65.15 along a non-tangential curve concave to the southwest having a radius of 3198.95 feet, an internal angle of 01 degree 10 minutes and 01 second, and a chord that bears North 35 degrees 27 minutes 15 seconds West; thence South 48 degrees 53 minutes 31 seconds West a distance of 221.42 feet; thence South 62 degrees 34 minutes 09 seconds West a distance of 120.84 feet; thence North 85 degrees 14 minutes 54 seconds West a distance of 97.03 feet; thence South 83 degrees 50 minutes 45 seconds West a distance of 77.50 feet; thence South 29 degrees 24 minutes 20 seconds West a distance of 244.47 feet; thence South 75 degrees 53 minutes 23 seconds East a distance of 77.90 feet; thence North 26 degrees 52 minutes 34 seconds East a distance of 151.50 feet to the point of beginning.

Said Easement Areas contain approximately 236,029 square feet.

EXHIBIT B

(Design Drawings Exhibit Excluded from Packet – To Be Included in Agreement)



Vermillion River Watershed Joint Powers Organization

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

Date: August 24, 2023
To: Vermillion River Watershed Joint Powers Board
From: Staff
Subject: Joint Powers Organization Expenses

**Agenda Item 5
 August 2023**

Expenses from the invoices submitted between June 13, 2023 and July 14, 2023 totalled \$119,366.63

The invoices submitted between July 15, 2023 and August 14, 2023 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
	Dakota County Staff Time	\$	33,607.39
IN29836	Scott County	\$	1,400.47
91084909	Dept of Interior (USGS)	\$	4,340.00
2107839	Stantec	\$	1,036.00
23-4008	144Design	\$	95.00
Total expense as approved on August 24, 2023			\$ 40,478.86

Action Requested: Approve all above expenses as presented on August 24, 2023

6a. Public Hearing to Receive Comments on and Adoption of the Draft Vermillion River Watershed Joint Powers Organization 2024 Budget and Watershed Management Tax District Levy

Meeting Date: 8/24/2023
Item Type: Regular-Action
Contact: Valerie Nepl
Telephone: 952-891-7019
Prepared by: Valerie Nepl



PURPOSE/ACTION REQUESTED

- Public hearing to receive comments on and adoption of the Draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2024 Budget and Watershed Management Tax District Levy

SUMMARY

The proposed Draft VRWJPO 2024 Budget (included as Attachment A) is \$2,058,300 including cash reserves, Clean Water Fund Watershed Based Implementation Funding grant, Clean Water Fund Competitive grant, and the Watershed Management Tax District Levy. The Draft VRWJPO 2024 Budget recommends a Watershed Management Tax District Levy of \$1,000,000, \$34,400 in the Scott County portion of the watershed and \$965,600 in the Dakota County portion of the watershed. This amount represents no change from the overall Watershed Management Tax District levy compared to 2023. The draft budget reflects recommendations from VRWJPO staff and partners and items from the implementation section of the Vermillion River Watershed Management Plan.

An approved Draft VRWJPO 2024 Budget will remain “draft” until such time as the Vermillion River Watershed Joint Powers Board adopts a Final VRWJPO 2024 Budget and Dakota County and Scott County Boards certify the final Watershed Management Tax District Levy in December of 2023.

EXPLANATION OF FISCAL/FTE IMPACT

The proposed Draft VRWJPO 2024 Budget is \$2,058,300 with recommended Watershed Management Tax District Levy of \$1,000,000, \$34,400 in the Scott County portion of the watershed and \$965,600 in the Dakota County portion of the watershed.

Supporting Documents:

Attachment A: Draft VRWJPO 2024 Budget

Attachment B: Vermillion River Watershed Tax District Estimated 2024 Taxes DC

Attachment C: 2024 Vermillion WMO Impact SC

Previous Board Action(s):

RESOLUTION

6a. Adopt the Draft Vermillion River Watershed Joint Powers Organization 2024 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 Draft VRWJPO 2024 Budget and Watershed Management Tax District Levy, and

WHEREAS, the Vermillion River Watershed Joint Powers Board has reviewed and discussed the Draft VRWJPO 2024 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 Draft VRWJPO 2024 Budget totaling \$2,058,300 and recommends a Vermillion River Watershed Management Tax District Levy of \$1,000,000 (\$34,400 in the Scott County portion of the watershed and \$965,600 in the Dakota County portion of the watershed).

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
EXPENSES					
Administration and Operations 601-5010001-00000000	1 Dakota County VRW Staff	\$170,500	8.3%	\$180,500	5.3%
	2 Scott County VRW Staff	\$15,000	0.7%	\$15,000	0.4%
	3 Other Dakota County Staff Time	\$12,000	0.6%	\$12,000	0.4%
	4 Legal Support	\$25,000	1.2%	\$25,000	0.7%
	5 Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$6,000	0.3%	\$6,000	0.2%
	6 Training, Conferences, and Certifications	\$2,000	0.1%	\$2,000	0.1%
Subtotal Administrative		\$230,500	11.2%	\$240,500	7.0%
Research and Planning 601-5010001-50100130	1 Dakota SWCD Incentive Program Policy Assistance	\$1,000	0.0%	\$1,600	0.0%
	2 Scott County Staff	\$7,000	0.3%	\$2,000	0.1%
	3 VRW Staff	\$30,000	1.5%	\$15,000	0.4%
	4 Dakota County Staff	\$20,000	1.0%		
	5 Consulting	\$20,000	1.0%		
Subtotal Research and Planning		\$78,000	3.8%	\$18,600	0.5%
Monitoring and Assessment 601-5010001-50100230	1 Vermillion River Monitoring Network in Dakota Co.				
	1a Staff Time for Sample Collection, Equipment Installation, Maintenance	\$30,000	1.5%	\$39,000	1.1%
	1b Data analysis, database management, data reporting, FLUX modeling	\$15,000	0.7%	\$17,000	0.5%
	1c Water Quality Sample Analysis and QA/QC samples	\$19,000	0.9%	\$19,000	0.6%
	1d Equipment and Supplies	\$8,000	0.4%	\$8,000	0.2%
	1e Biological and Habitat Assessments	\$7,000	0.3%	\$7,000	0.2%
	2 Vermillion River Monitoring Network in Scott Co	\$10,150	0.5%	\$9,800	0.3%
	3 USGS Cost Share for Blaine Ave. Station	\$8,900	0.4%	\$8,900	0.3%
	4 DNR Flow Gaging Assistance	\$9,700	0.5%	\$9,700	0.3%
	5b Electrofishing	\$25,000	1.2%	\$16,000	0.5%
6 Monitoring Programs Review and Evaluation	\$15,000	0.7%	\$15,000	0.4%	

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
	7 General GIS support (Dakota SWCD)	\$5,000	0.2%	\$5,000	0.1%
	8 Nitrate Treatment Practice Sampling	\$1,000	0.0%	\$1,000	0.0%
	9 Iron Enhanced Sand Filter Performance Sampling	\$2,000	0.1%	\$2,000	0.1%
Subtotal Monitoring and Data Analysis		\$155,750	7.6%	\$157,400	4.6%
Public Communications and Outreach 601-5010001-50100330	1 Communication and Outreach Staff	\$100,000	4.9%	\$100,000	2.9%
	2 Vermillion River Watch Program (Dakota SWSCD)	\$5,000	0.2%	\$6,000	0.2%
	4 Scott County Outreach Efforts	\$2,080	0.1%	\$2,250	0.1%
	5 Vermillion River Watershed Projects Signage and Map Updates	\$10,000	0.5%	\$10,000	0.3%
	6 Newsletter, Mailings, Website, General Communication Materials	\$10,000	0.5%	\$10,000	0.3%
	7 Landscaping for Clean Water Workshop Program (Dakota SWCD)	\$30,400	1.5%	\$30,400	0.9%
	8 Low Input Turf Workshops (Dakota SWCD)	\$7,600	0.4%		
	9 K-12 Classroom Presentations (Dakota SWCD)	\$3,000	0.1%	\$4,000	0.1%
	10 Watershed Tours	\$0	0.0%	\$0	0.0%
	11 Local Standards/ Ordinance and Turf/ Salt Workshops	\$3,500	0.2%	\$3,500	0.1%
Subtotal Public Outreach and Communication		\$171,580	8.3%	\$166,150	4.9%
Regulation 601-5010001-50100530	1 Scott SWCD Assistance with Plan Review	\$930	0.0%	\$900	0.0%
	2 Engineering Assistance and Review	\$35,000	1.7%	\$35,000	1.0%
	3 VRW Staff Local Program Assistance	\$20,000	1.0%	\$20,000	0.6%
Subtotal Regulation		\$55,930	2.7%	\$55,900	1.6%
Coordination and Collaboration 601-5010001-50100531	1 Coordination VRW Staff	\$40,000	1.9%	\$32,000	0.9%
	2 Wetland Health Evaluation Program Cost Share	\$0	0.0%	\$0	0.0%
	3 Children's Water Festival Support	\$600	0.0%	\$600	0.0%
	4 Watershed Partners	\$5,000	0.2%	\$5,000	0.1%
	5 Master Water Stewards	\$5,000	0.2%	\$5,000	0.1%
Subtotal Coordination and Collaboration		\$50,600	2.5%	\$42,600	1.2%

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
Land and Water Treatment					
Capital Improvement Projects	1 Cost Share Programs in Dakota County (SWCD)	\$80,000	3.9%	\$80,000	2.3%
	2 Cost Share Programs in Scott County (SWCD)	\$31,980	1.6%	\$31,300	0.9%
601-5020001-50200130	3 Cost-share	\$400,000	19.4%	\$250,000	7.3%
	4 WBIF match	\$30,000	1.5%	\$70,000	2.0%
Subtotal Capital Improvement Projects		\$541,980	26.3%	\$431,300	12.6%
Maintenance	1 Past projects maintenance/ repair	\$70,000	3.4%	\$70,000	2.0%
601-5020001-50200130	2 CIP construction oversight, maintenance/ repair staff costs	\$35,000	1.7%	\$25,000	0.7%
Subtotal Maintenance		\$105,000	5.1%	\$95,000	2.8%
Feasibility/Preliminary Studies	1 Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$40,000	1.9%	\$40,000	1.2%
601-5010001-50100631	2 Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$100,000	4.9%	\$180,000	5.3%
Subtotal Feasibility/Preliminary Studies		\$140,000	6.8%	\$220,000	6.4%
Irrigation Audit and Cost Share Program	1 Irrigation Audits	\$0	0.0%	\$10,000	0.3%
601-5010001-50100431	2 Irrigation Cost-Share	\$5,000	0.2%	\$10,000	0.3%
Subtotal Irrigation Audit and Cost Share		\$5,000	0.2%	\$20,000	0.6%
2020-2023 WBIF Grant (BWSR) North Creek	1 North Creek Stabilization	\$0	0.0%	\$337,500	9.9%
601-5010001-50100853	2 VRWJPO cash match	\$0	0.0%	\$50,000	1.5%
Subtotal 2020-2023 WBIF Grant North Creek Stabilization		\$0	0.0%	\$387,500	11.3%
2020-2023 WBIF Grant (BWSR) Farmington Direct	1 Farmington Direct Drainage Assessment	\$0	0.0%	\$0	0.0%
601-5010001-50100854	2 VRWJPO cash match	\$0	0.0%	\$0	0.0%

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage		\$0	0.0%	\$0	0.0%
2020-2023 WBIF Grant (BWSR) Hastings Direct					
	1 Hastings Direct Drainage Assessment	\$0	0.0%	\$26,700	0.8%
601-5010001-50100855	2 VRWJPO cash match	\$0	0.0%	\$3,330	0.1%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage		\$0	0.0%	\$30,030	0.9%
2022-2025 CPL Grant (DNR) East Lake Habitat					
	1 East Lake Habitat Improvement	\$90,000	4.4%		
601-5010001-50100858	2 VRWJPO in-kind match	\$3,000	0.1%		
Subtotal CPL East Lake Habitat		\$93,000	4.5%		
2022 CWF Competitive Grant (BWSR)					
	1 Foxborough Park TSS Project	\$25,000	1.2%	\$346,500	
601-5010001-50100859	2 VRWJPO cash match	\$1,500	0.1%	\$30,000	
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$26,500	1.3%	\$376,500	
2022 CWF Competitive Grant (BWSR) Ravenna					
	1 Ravenna Trail Ravine Stabilization	\$25,000	1.2%	\$495,000	
601-5010001-50100860	2 VRWJPO cash match	\$2,500	0.1%	\$50,000	
Subtotal CWF Competitive Grant Ravenna Trail Ravine Stabilization		\$27,500	1.3%	\$545,000	
2022-2023 WBIF Grant (BWSR) Middle Creek					
	1 Middle Creek at Dodd Rd Stream Restoration	\$20,000	1.0%		
601-5010001-50100861	2 VRWJPO in-kind	\$1,000	0.0%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$21,000	1.0%		
2022-2025 WBIF Grant (BWSR) Alimagnet Alum					
	1 Alimagnet Lake Alum Treatment Feasibility Study	\$0	0.0%		
601-5010001-50100862	2 VRWJPO cash match	\$0	0.0%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$0	0.0%		

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
2023 CWF Competitive Grant (BWSR) East Lake					
601-5010001-50100863	1 East Lake Fish Barrier and Rough Fish Removal	\$25,000	1.2%		
	2 VRWJPO cash match	\$15,000	0.7%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$40,000	1.9%		
CWF WBIF Grant (BWSR)					
601-5010001-50100848	1 WBF Grant Admin	\$0	0.0%	\$17,700	0.5%
Subtotal WBF Grant Admin		\$0	0.0%	\$17,700	0.5%
Weland Bank	Wetland Bank Restoration Funds Reserve	\$189,800	9.2%	\$189,800	
601-5010001-50100930					
Subtotal Wetland Bank Restoration Funds		\$189,800	9.2%	\$189,800	
Subtotal of Expenditures		\$1,932,140	93.9%	\$2,993,980	87.5%
Cash Reserve		\$126,160	6.1%	\$427,850	12.5%
TOTAL Annual Expenses		\$2,058,300	100.0%	\$3,421,830	100.0%

REVENUE

Wetland Bank	\$189,800	9.2%	\$189,800	
CIP Reserve	\$350,000	17.0%	\$350,000	10.2%
CIP Reserve Grant Match	\$21,500	1.0%	\$133,330	3.9%
Fund Balance from Underspending in Previous Year	\$365,000	17.7%	\$405,000	11.8%
Grant Carryover	\$0	0.0%	\$664,350	
CWF Grant (BWSR) Competitive 2022	\$25,000	1.2%	\$420,750	12.3%
CWF Grant (BWSR) Competitive 2023	\$25,000	1.2%		
CWF Grant WBIF (BWSR) 2020-2023	\$0	0.0%	\$243,600	7.1%
CWF Grant WBIF (BWSR) 2022-2025	\$20,000	1.0%		

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
	CPL Grant (DNR) 2022-2025	\$47,000	2.3%		
	Fees for Permitting Activities	\$1,000	0.0%	\$1,000	0.0%
	Dakota County Levy	\$965,600	46.9%	\$964,900	28.2%
	Scott County Levy	\$34,400	1.7%	\$35,100	1.0%
	Investment Earnings	\$14,000	0.7%	\$14,000	0.4%
	TOTAL Annual Revenue	\$2,058,300	100.0%	\$3,421,830	100.0%

Vermillion River Watershed Management Tax District
 Estimated Pay 2024 Taxes * (Dakota County)

6a: Attachment B

Residential Property

Market Value	Tax Capacity	Proposed 2024 Levy								2023 Actual	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	\$965,600	\$1,000,000	\$1,250,000	\$1,500,000	\$964,900	\$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		0.0570%	0.0880%	0.1190%	0.1970%	0.264%	0.2740%	0.3520%	0.4290%	0.2870%	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%	0.3103%	
Various Values																									
\$150,000	1,263	\$0.72	\$1.11	\$1.50	\$2.49	\$3.33	\$3.46	\$4.44	\$5.42	\$3.62	\$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	\$3.92	
\$170,000	1,481	\$0.84	\$1.30	\$1.76	\$2.92	\$3.91	\$4.06	\$5.21	\$6.35	\$4.25	\$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	\$4.59	
\$185,000	1,644	\$0.94	\$1.45	\$1.96	\$3.24	\$4.34	\$4.50	\$5.79	\$7.05	\$4.72	\$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	\$5.10	
\$190,000	1,699	\$0.97	\$1.49	\$2.02	\$3.35	\$4.48	\$4.65	\$5.98	\$7.29	\$4.87	\$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	\$5.27	
\$200,000	1,808	\$1.03	\$1.59	\$2.15	\$3.56	\$4.77	\$4.95	\$6.36	\$7.75	\$5.19	\$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	\$5.61	
\$210,000	1,917	\$1.09	\$1.69	\$2.28	\$3.78	\$5.06	\$5.25	\$6.75	\$8.22	\$5.50	\$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	\$5.95	
\$225,000	2,080	\$1.19	\$1.83	\$2.48	\$4.10	\$5.49	\$5.70	\$7.32	\$8.92	\$5.97	\$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	\$6.45	
\$250,000	2,353	\$1.34	\$2.07	\$2.80	\$4.63	\$6.21	\$6.45	\$8.28	\$10.09	\$6.75	\$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	\$7.30	
\$275,000	2,625	\$1.50	\$2.31	\$3.12	\$5.17	\$6.93	\$7.19	\$9.24	\$11.26	\$7.53	\$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	\$8.15	
\$290,000	2,789	\$1.59	\$2.45	\$3.32	\$5.49	\$7.36	\$7.64	\$9.82	\$11.96	\$8.00	\$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	\$8.65	
\$300,000	2,898	\$1.65	\$2.55	\$3.45	\$5.71	\$7.65	\$7.94	\$10.20	\$12.43	\$8.32	\$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	\$8.99	
\$358,700	3,537	\$2.02	\$3.11	\$4.21	\$6.97	\$9.34	\$9.69	\$12.45	\$15.18	\$10.15	\$12.27	\$12.31	\$14.11	\$14.26	\$15.18	\$15.88	\$15.88	\$16.48	\$19.28	\$19.21	\$19.14	\$19.63	\$20.02	\$10.98	
\$372,600	3,689	\$2.10	\$3.25	\$4.39	\$7.27	\$9.74	\$10.11	\$12.99	\$15.83	\$10.59	\$12.80	\$12.84	\$14.72	\$14.87	\$15.83	\$16.56	\$16.56	\$17.19	\$20.10	\$20.03	\$19.96	\$20.47	\$20.88	\$11.45	
\$375,000	3,715	\$2.12	\$3.27	\$4.42	\$7.32	\$9.81	\$10.18	\$13.08	\$15.94	\$10.66	\$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	\$11.53	
\$400,000	3,988	\$2.27	\$3.51	\$4.75	\$7.86	\$10.53	\$10.93	\$14.04	\$17.11	\$11.44	\$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	\$12.37	
\$425,000	4,260	\$2.43	\$3.75	\$5.07	\$8.39	\$11.25	\$11.67	\$15.00	\$18.28	\$12.23	\$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	\$13.22	
\$450,000	4,533	\$2.58	\$3.99	\$5.39	\$8.93	\$11.97	\$12.42	\$15.95	\$19.44	\$13.01	\$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	\$14.06	
\$475,000	4,805	\$2.74	\$4.23	\$5.72	\$9.47	\$12.69	\$13.17	\$16.91	\$20.61	\$13.79	\$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	\$14.91	
\$500,000	5,078	\$2.89	\$4.47	\$6.04	\$10.00	\$13.40	\$13.91	\$17.87	\$21.78	\$14.57	\$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	\$15.76	

Proposed TCAP Pay 2024 (as of 10-20-2022)	322,125,418
Pay 2023 Median Value:	358,700
Pay 2024 Median Value:	372,600

WHAT IF TAX COMPARISON PAY 2023 vs Pay 2024

6a: Attachment C

FISCAL YEAR 2023	
11,282,252 GROSS TAX CAPACITY (11,058) 10% KV TRANS LINE (-) (483,209) FISCAL DISPARITY (-)	\$ 35,100 FINAL CERTIFIED LEVY
10,787,985 NET TAX CAPACITY	\$ (3,017) FISCAL DISPARITY (-) \$ 32,083 TAX LEVY OR SPREAD LEVY
Tax Rate 0.297%	
FISCAL YEAR 2024	
12,088,396 GROSS TAX CAPACITY (11,058) 10% KV TRANS LINE (-) (600,350) FISCAL DISPARITY (-)	\$ 34,400 PROPOSED LEVY OR CERTIFIED LEVY
11,476,988 NET TAX CAPACITY	\$ (3,017) FISCAL DISPARITY (-) \$ 31,383 TAX LEVY OR SPREAD LEVY
Tax Rate 0.273%	

RESIDENTIAL IMPACTS

	% Value Range Inc/Dec	# of affected Properties	Average Market Value 2023	Average Market Value 2024	Value Exclusion 2023	Taxable Market Value 2023	Value Exclusion 2024	Taxable Market Value 2024	Taxable % Chg 2023 - 2024	Pay 2023	Pay 2024	Net Inc/Dec 2023 vs 2024	Net Difference % Change	Median & Average Values			
										Net Payable 2023	Net Payable 2024			2023 Median Values	2024 Median Values	2024 Average Values	2024 Value % Change
Elko New Mkt City 1591	+15.01+%	36	\$ 389,800	\$ 448,270	\$ 2,158	\$ 387,642	\$ -	\$ 448,270	15.64%	\$ 11.53	\$ 12.26	\$ 0.73	6.326%	\$ 398,700	\$ 401,500	\$ 397,109	0.7%
	+10.01-15.00%	6	\$ 389,800	\$ 438,525	\$ 2,158	\$ 387,642	\$ -	\$ 438,525	13.13%	\$ 11.53	\$ 11.99	\$ 0.46	4.015%				
	+5.01-10.00%	86	\$ 389,800	\$ 419,035	\$ 2,158	\$ 387,642	\$ -	\$ 419,035	8.10%	\$ 11.53	\$ 11.46	\$ (0.07)	-0.608%				
	+0.01-5.00%	740	\$ 389,800	\$ 399,545	\$ 2,158	\$ 387,642	\$ 1,281	\$ 398,264	2.74%	\$ 11.53	\$ 10.89	\$ (0.64)	-5.535%				
	No Change	20	\$ 389,800	\$ 389,800	\$ 2,158	\$ 387,642	\$ 2,158	\$ 387,642	0.00%	\$ 11.53	\$ 10.60	\$ (0.93)	-8.054%				
	-0.01-5.00%	698	\$ 389,800	\$ 380,055	\$ 2,158	\$ 387,642	\$ 3,035	\$ 377,020	-2.74%	\$ 11.53	\$ 10.31	\$ (1.22)	-10.574%				
	-5.01-10%	3	\$ 389,800	\$ 360,565	\$ 2,158	\$ 387,642	\$ 4,789	\$ 355,776	-8.22%	\$ 11.53	\$ 9.73	\$ (1.80)	-15.613%				
	-10.01-15%	1	\$ 389,800	\$ 341,075	\$ 2,158	\$ 387,642	\$ 6,543	\$ 334,532	-13.70%	\$ 11.53	\$ 9.15	\$ (2.38)	-20.652%				
-15.01+	1	\$ 389,800	\$ 331,330	\$ 2,158	\$ 387,642	\$ 7,420	\$ 323,910	-16.44%	\$ 11.53	\$ 8.86	\$ (2.67)	-23.171%					
New Market Twp 1162	+15.01+%	27	\$ 614,500	\$ 706,675	\$ -	\$ 614,500	\$ -	\$ 706,675	15.00%	\$ 19.13	\$ 20.74	\$ 1.61	8.418%	\$ 592,500	\$ 598,300	\$ 623,831	1.0%
	+10.01-15.00%	23	\$ 614,500	\$ 691,313	\$ -	\$ 614,500	\$ -	\$ 691,313	12.50%	\$ 19.13	\$ 20.21	\$ 1.09	5.673%				
	+5.01-10.00%	172	\$ 614,500	\$ 660,588	\$ -	\$ 614,500	\$ -	\$ 660,588	7.50%	\$ 19.13	\$ 19.16	\$ 0.03	0.182%				
	+0.01-5.00%	580	\$ 614,500	\$ 629,863	\$ -	\$ 614,500	\$ -	\$ 629,863	2.50%	\$ 19.13	\$ 18.11	\$ (1.02)	-5.309%				
	No Change	13	\$ 614,500	\$ 614,500	\$ -	\$ 614,500	\$ -	\$ 614,500	0.00%	\$ 19.13	\$ 17.59	\$ (1.54)	-8.054%				
	-0.01-5.00%	188	\$ 614,500	\$ 599,138	\$ -	\$ 614,500	\$ -	\$ 599,138	-2.50%	\$ 19.13	\$ 17.06	\$ (2.07)	-10.800%				
	-5.01-10%	153	\$ 614,500	\$ 568,413	\$ -	\$ 614,500	\$ -	\$ 568,413	-7.50%	\$ 19.13	\$ 16.01	\$ (3.12)	-16.290%				
	-10.01-15%	2	\$ 614,500	\$ 537,688	\$ -	\$ 614,500	\$ -	\$ 537,688	-12.50%	\$ 19.13	\$ 14.96	\$ (4.17)	-21.781%				
-15.01+	4	\$ 614,500	\$ 522,325	\$ -	\$ 614,500	\$ -	\$ 522,325	-15.00%	\$ 19.13	\$ 14.44	\$ (4.69)	-24.527%					
County Wide		46,881	\$ 439,800	\$ 437,839	\$ -	\$ 439,800	\$ -	\$ 437,839	-0.45%	\$ 13.08	\$ 11.97	\$ (1.11)	-8.464%	\$ 393,900	\$ 388,800	\$ 437,839	-1.3%

6b. Schedule and Public Notice an Initial Planning Meeting to Develop Priorities and Issues for the 2026 Update of the Vermillion River Watershed Plan

Meeting Date: 8/24/2023
 Item Type: Regular-Action
 Contact: Valerie Nepl
 Telephone: 952-891-7019
 Prepared by: Valerie Nepl



PURPOSE/ACTION REQUESTED

- Schedule an initial planning meeting in September/ October 2023 timeframe for the 2026-2035 Vermillion River Watershed Management Plan update; and authorize public notice of the initial planning meeting in accordance with Minnesota Rules Chapter 8410.

SUMMARY

Minnesota Statutes 103B.231 and Minnesota Rules Chapter 8410 prescribe the requirements for compliance for watershed management plans in the seven-county metropolitan area and include provisions for plan revisions. The most recent 2016-2025 Vermillion River Watershed Management Plan (Plan) was officially adopted by the Vermillion River Watershed Joint Powers Board (VRWJPB) on June 23, 2016 (Resolution VRW 16-33). Section 10.1 of the Plan identifies that the Plan will be updated beginning “Approximately two years prior to the expiration date of this Plan (in 2023)”.

The VRWJPB authorized initiation of the ten-year update to the Plan at the March 23, 2023, meeting. With that action a request for comments from review agencies and stakeholders was distributed asking for input on issues and priorities to be identified for this Plan update. The VRWJPO received comments from nine organizations during the 60-day review period, which were discussed during the July 27, 2023, VRWJPB meeting.

In accordance with Minnesota Rules Chapter 8410, the next step in the Plan update process requires the VRWJPO to hold an initial planning meeting presided over by the governing body to receive, review, and discuss input to the Plan. Written notification must be made to the plan review authorities and known stakeholders including affected counties, cities, and towns and the Minnesota Department of Transportation. Legal notice must be posted on the VRWJPO website and comply with open meeting law requirements.

EXPLANATION OF FISCAL/FTE IMPACT

Staff costs applied to the development and coordination activities associated with updating the Vermillion River Watershed Management Plan for 2023 are budgeted under the Research and Planning category of the VRWJPO 2023 Revised Budget.

RESOLUTION

6b. Schedule and Public Notice an Initial Planning Meeting to Develop Priorities and Issues for the 2026 Update of the Vermillion River Watershed Plan

WHEREAS, the Watershed Plan for the Vermillion River Watershed Joint Powers Organization (VRWJPO) will be updated in 2026; and

WHEREAS, the Vermillion River Watershed Plan update will be developed according to the Rule that governs local water management in the metropolitan area (Minn. Rules Ch. 8410); and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) authorized the initiation of the ten-year update to the Vermillion River Watershed Management Plan (Plan) at their March 23, 2023 meeting, which initiated a 60-day request for comments from review agencies and stakeholders; and

WHEREAS, the next step in the Plan update process requires the VRWJPO to hold an initial planning meeting presided over by the governing body to receive, review, and discuss input to the Plan; and

WHEREAS, the VRWJPO will compile stakeholders' feedback received during the initial 60-day request for comment period into a summary to share and discuss at an initial planning meeting and open house; and

WHEREAS, the VRWJPO staff requests authorization to public notice the initial planning meeting and open house to develop issues and priorities for the 2026-2035 Vermillion River Watershed Plan update.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes staff to publish a public notice of the initial planning meeting and open house scheduled for _____ to develop issues and priorities for the 2026-2035 Vermillion River Watershed Plan update.

6c. Authorization to Execute a Contract with Hoisington Kogler Group, Inc. for Vermillion River Watershed Management Plan Stakeholder Engagement Services and amend the 2023 Vermillion River Watershed Joint Powers Organization Budget

Meeting Date: 8/24/2023
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel



PURPOSE/ACTION REQUESTED

- Seeking authorization to execute a contract with Hoisington Kogler Group, Inc. (HKGi) for Vermillion River Watershed Plan stakeholder engagement services and amend the 2023 Vermillion River Watershed Joint Powers Organization (VRWJPO) Budget

SUMMARY

VRWJPO staff have been planning the update of the Vermillion River Watershed Management Plan (Plan). With staff resources limited for Watershed Plan development, it was decided that staff would seek consultant services for the stakeholder engagement portion of Plan development. VRWJPO staff advertised a request for proposals (RFP) for stakeholder engagement services on July 14, 2023. A total of seven proposals were received. VRWJPO staff have evaluated each proposal and have selected their preferred consultant to perform these services.

Stakeholder engagement consulting services are not currently identified in the 2023 VRWJPO Budget, though they are identified in the draft 2024 VRWJPO Budget. Only a portion of the necessary stakeholder engagement services will be conducted in 2023, but staff feel it’s still prudent to amend the 2023 VRWJPO budget to include these services for those portions of stakeholder engagement occurring in 2023.

Staff are requesting the Vermillion River Watershed Joint Powers Board (VRWJPB) authorize the execution of a contract with HKGi for Plan stakeholder engagement services for a total not to exceed \$49,800. VRWJPO staff also requests the Vermillion River Watershed Joint Powers Board amend the 2023 VRWJPO Budget to include Plan stakeholder engagement consultant services totaling \$30,000.

EXPLANATION OF FISCAL/FTE IMPACT

The proposed Budget amendment would allocate \$30,000 from cash reserves to the Research and Planning category of the VRWJPO Budget for the consultant stakeholder engagement services.

Supporting Documents:

Attachment A: Request for Proposals: Stakeholder Engagement Services to Support the Vermillion River Watershed Plan Update
Attachment B: Draft Amended 2023 VRWJPO Budget

Previous Board Action(s):

RESOLUTION

6c. Authorization to Execute a Contract with Hoisington Koegler Group, Inc. for Vermillion River Watershed Management Plan Stakeholder Engagement Services and amend the 2023 Vermillion River Watershed Joint Powers Organization Budget

WHEREAS, Minnesota Statutes 103B.231 and Minnesota Rules Chapter 8410 require that a Watershed Plan be updated at least every ten years; and

WHEREAS, the existing Vermillion River Watershed Management Plan (Plan) will expire in early 2026 and is being updated to meet Minnesota Statutes 103B.231 and Minnesota Rules Chapter 8410 requirements; and

WHEREAS, Vermillion River Watershed Joint Powers Organization (VRWJPO) staff are seeking consultant services to assist with stakeholder engagement services for the Plan update; and

WHEREAS, VRWJPO staff distributed a request for proposals (RFP) on July 14, 2023 for stakeholder engagement services; and

WHEREAS, a total of seven proposals were received, staff have evaluated proposals, and have selected their preferred consultant to perform these services; and

WHEREAS, consultant stakeholder engagement services are not currently identified in the 2023 VRWJPO Budget; and

WHEREAS, it is anticipated that 2023 Plan stakeholder engagement services are estimated to cost \$30,000 of a total \$50,000 of total stakeholder engagement services anticipated between 2023 and 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes the administrator or co-administrator to execute a contract with Hoisington Koegler Group, Inc. (HKGi) for Watershed Plan stakeholder engagement services for a total not to exceed \$49,800, subject to approval by the Dakota County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, that the VRWJPB amends the 2023 VRWJPO Budget to include consultant stakeholder engagement services for \$30,000 in the Research and Planning category.

**REQUEST FOR PROPOSALS (RFP): STAKEHOLDER ENGAGEMENT SERVICES TO SUPPORT
THE VERMILLION RIVER WATERSHED MANAGEMENT PLAN UPDATE**



Vermillion River Watershed Joint Powers Organization

4100 220th St W #103

Farmington, MN 55024

RFP released: July 14, 2023

RFP questions due: July 28, 2023

Responses to RFP questions posted: August 1, 2023

Proposals due: by 4:30 pm CDT August 8, 2023

Anticipated Contract Start: September 1, 2023

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I. INTRODUCTION

A. General Background

The Vermillion River Watershed is the largest watershed, in terms of geographic area, in the seven County Metropolitan Area in Minnesota. The watershed encompasses 335 square miles of farmland, rural communities, grounding suburbs, cities, parks, significant natural areas, and historical or cultural sites.

The Vermillion River Headwaters emerge in New Market Township, Scott County, and flows east-northeast through central Dakota County to the City of Hastings. From Hastings, the Vermillion River flows through the bottomlands along the Mississippi River before joining the Mississippi River near Red Wing in Goodhue County. Twenty Dakota County and Scott County cities and townships lie entirely or partly within the boundaries of the Vermillion River Watershed, which encompasses four major tributaries (North Creek, Middle Creek, South Creek, and South Branch), with many minor waterways, and groundwater inflows.

The Vermillion River Watershed Joint Powers Organization (VRWJPO) was formed through a Joint Powers Agreement between Dakota and Scott Counties in 2002. The VRWJPO is overseen by the Vermillion River Watershed Joint Powers Board (VRWJPB), which is responsible for preparing, adopting and implementing a Watershed Management Plan that meets requirements of Minn. Stat § [103B.231](#). The current 2016-2025 [Watershed Management Plan](#) includes a range of actions to protect and improve surface water and groundwater quality in the watershed.

The Watershed Management Plan framework and goals are influenced by Minn. Stat. §[103B](#), and Minn. Rules [8410](#). The ten-year plan update is a comprehensive update of the Watershed Management Plan done not less than five years and not more than ten years after approval of the current plan by the Board of Water and Soil Resources (BWSR). The current Vermillion River Watershed Management Plan was approved in June 2016. The revised Watershed Management Plan is anticipated to be completed in February 2026. The revised Watershed Management Plan will need to evaluate current and identify new goals, strategies, and Standards to protect and improve surface water and groundwater quality and quantity within watershed.

Stakeholder engagement will be crucial for the VRWJPO to develop new strategies for the 2026-2035 Vermillion River Watershed Management Plan revision.

B. Purpose of RFP

The VRWJPO is soliciting proposals for consulting services experienced with facilitation, community outreach, and stakeholder engagement. Services are requested to support VRWJPO staff develop/finalize the Public Engagement Plan; coordinate, organize, and facilitate stakeholder engagements; and summarize the results of stakeholder engagement process to inform development of strategies for the Watershed Management Plan.

II. SCOPE OF SERVICES

A. Stakeholder Engagement

The Public Engagement Plan for the Vermillion River Watershed Management Plan update (Public Engagement Plan), Attachment F, identifies stakeholder groups and methods of engagement to be considered for this proposal. The VRWJPO is flexible in the methods and quantity of engagement sessions, but engagement must be robust, include broad community engagement, and utilize a framework of equity and inclusion. The VRWJPO will consider other methods, provided stakeholders are engaged to a sufficient level and alternative methods are described in full in the response to the RFP.

The VRWJPO priorities are for this process to be informative and inclusive, engaging a significant number of stakeholders that reflect the diversity of the stakeholder groups and communities in the watershed. It is also important that the process be conducted in a way that builds relationships that VRWJPO staff will continue to foster after the Watershed Management Plan development process is complete, as described in the Public Engagement Plan.

At a minimum, stakeholders engaged will include the groups identified in the Public Engagement Plan. VRWJPO staff envisions two rounds of stakeholder engagement:

Round 1 (Research Issues and Stakeholder Needs):

- Develop engagement plan to include finalizing the Public Engagement Plan and developing the implementation structure and schedule
- Provide guidance and suggestions on methods of engagement, to include methods to ensure under-represented population voices are heard

- Develop outreach material, surveys, and organize and lead stakeholder engagement sessions
- Plan, coordinate, and lead engagement sessions in accordance with the Public Engagement Plan
- During engagement sessions, solicit feedback, ideas, and opinions on perceived issues and needs, and feedback on barriers and possible solutions to perceived concerns.

Round 2 (Draft Goals and Strategies for the Plan):

- Plan, coordinate, and lead engagement sessions in accordance with the Public Engagement Plan
- During engagement sessions, solicit feedback, ideas, and opinions on draft goals, strategies, and Standards developed in response to Round 1. Identify the level of support for goals, strategies, and Standards, including implementation timing.

B. Contractor Responsibilities

During the course of this project, the contractor will be expected to:

1. Participate in a project kick-off meeting with County staff to review and refine the following, within project budget:
 - Scope of services
 - Project timeline
 - County and contractor expectations
 - Deliverables and submittal dates
 - Public Engagement Plan (Attachment F)
2. Provide written identification of all modifications to the Public Engagement Plan agreed upon at the kick-off meeting, including engagement methods specific to each stakeholder group, to achieve the goals and priorities described in section A above.
3. Coordinate project team meetings with VRWJPO staff biweekly during active stakeholder engagement planning and engagement phases. In general, phone and virtual meetings are preferred to in-person meetings, at the discretion of VRWJPO staff, to minimize unnecessary increases in costs or time.
4. Summarize action items resulting from project team meetings, including the person(s) responsible and deadline for each task, within three business days following each project team meeting.
5. Implement the Public Engagement Plan as follows:
 - a. Plan and co-coordinate all stakeholder engagement sessions with VRWJPO staff to identify relevant agenda topics, content needs, engagement resources and methods, etc.
 - b. Prepare engagement announcements, draft invitation emails, and other communications; contact each stakeholder group to invite participation; and manage scheduling with participants, with the exception of specific stakeholder groups that VRWJPO staff will engage per the agreed upon Public Engagement Plan.
 - c. Organize meeting room reservations, set up meeting rooms, and ensure audio-visual needs and other meeting space needs are met for stakeholder engagement sessions that are not held at County facilities.
 - d. Develop content for stakeholder engagement sessions, including agendas, response forms, handouts, presentations, and other materials needed for each stakeholder group.
 - e. Provide all agendas, content, and materials to VRWJPO staff for review at least five business days prior to each stakeholder engagement and obtain VRWJPO staff approval at least two business days before each engagement session. No stakeholder engagement is permitted without VRWJPO staff pre-approval of materials.
 - f. Facilitate stakeholder engagement sessions with specific groups described in the Public Engagement Plan (Attachment D).
 - g. Recognize and thank stakeholders for their contributions.

- h. Track and submit participation information from each engagement session, including stakeholder names and contact information.
 - i. Develop and submit a written summary from each stakeholder engagement session, including the engagement purpose, promotion and methodology used, number and types of participants engaged, and findings
6. Provide final reports with findings and recommendations to inform the development of strategies for the revised Watershed Management Plan. The reports should describe the outcomes of stakeholder engagement sessions, by synthesizing, analyzing, and summarizing information gained during the stakeholder engagement process that can be directly utilized to develop issues and goals and strategies.
 7. Provide documents and information, as requested, for VRWJPO staff engagement with the VRWJPB, Watershed Planning Commission (WPC), County Board or Departments, or other public entities.
 8. The consultant shall not contact or communicate with any State or other Government agencies without prior approval from VRWJPO Staff. Clear processes, roles and responsibilities will be established prior to stakeholder engagement sessions with government agencies.

C. VRWJPO Responsibilities

VRWJPO Staff will be responsible for:

1. Hosting an in-person kick-off project team meeting to be led by the Contractor.
2. Identifying high-level strategies to be discussed in stakeholder engagement sessions, to include any draft goals and strategies developed as a result of Round 1 engagement.
3. Approving stakeholder engagement preparations (e.g., content, agendas, materials) prior to each stakeholder engagement session.
4. Using VRWJPO or County tools to promote participation in stakeholder engagement, as described in the Public Engagement Plan (Attachment F).
5. Reserving meeting rooms for any engagement sessions hosted at County buildings.
6. Attending stakeholder engagement sessions.
7. Facilitate stakeholder engagement sessions with specific groups described in the Public Engagement Plan (Attachment F).
8. Leading communications with State agencies and other government entities.
9. Providing opportunities for ongoing communication with stakeholders, as described in the Public Engagement Plan (Attachment F).
10. Providing relevant data and information to support this project, including:
 - a. 2016-2025 Vermillion River [Watershed Management Plan](#)
 - b. *Vermillion River Watershed Management Plan Update – DRAFT Public Engagement Plan* (Appendix F)
 - c. Reports and findings from previous public engagement related to the County Plan
11. Conducting public engagement during the required public comment phase of the Watershed Management Plan update as required by Minnesota Statutes and Rules.

D. Timeline for Deliverables

The Contractor will provide editable Microsoft Word, Excel, or PowerPoint documents for all work efforts, based on VRWJPO preference for each deliverable, including:

Deliverable	Deadline – Can propose alternate timeline
Kick-off meeting with project overview	Within 1-weeks from contract execution
Finalized Public Engagement Plan with approved modifications, if any	Within 1-weeks from project kick-off meeting

Deliverable	Deadline – Can propose alternate timeline
Support development of materials, facilitation, and summarizing information for the initial planning meeting (required by MN Rules 8410), complete meeting summary	Mid-Late September (date to be determined by VRWJPB)
Action items resulting from internal team kick-off meeting and project team meetings	Three business days after meeting
Round 1 preparation: project implementation plan, schedule for stakeholder sessions, and materials for activities	October 15, 2023
Support/Lead Round 1 Stakeholder Engagement	October 2023 – January 2024
Round 1 meeting and stakeholder engagement session materials for the VRWJPO to review and approve	Five business days prior to each stakeholder engagement
Round 1 completed with final report synthesizing outcomes and analysis of engagement sessions	January 2024
Round 2 preparations: project implementation plan, schedule for stakeholder sessions, and materials for activities	May 31, 2024
Support/Lead Round 2 Stakeholder Engagement	July – October 2024
Round 2 meeting and stakeholder engagement session materials for the County to review and approve	Five business days prior to each stakeholder engagement
Round 2 completed with final report synthesizing outcomes and analysis of engagement sessions	October 31, 2024
Attendance rosters and meeting summaries for each stakeholder engagement session	Seven business days following each stakeholder engagement session

III. TIMELINE FOR PROPOSALS

A. Proposal Contact Information

Travis Thiel
 Vermillion River Watershed Joint Powers Organization
 Attn: Travis Thiel
 4100 220th St. W., #103
 Farmington, MN 55024
 Travis.thiel@co.dakota.mn.us
 Phone: 952-891-7546

B. Anticipated Schedule of Events

RFP released: July 14, 2023
 RFP questions due: July 28, 2023
 Responses to RFP questions posted: August 1, 2023
 Proposals due: by 4:30 pm CDT August 8, 2023
 Anticipated Contract Start: September 1, 2023

C. RFP Release

This RFP was issued July 14, 2023. The VRWJPO reserves the right to amend this RFP at any time. Changes to the RFP, if any, will be posted at www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx; and [Requests for Bids, Quotes, & Proposals - Vermillion River Watershed](#)

D. RFP Questions and County Responses

All questions regarding this RFP must be submitted by email to travis.thiel@co.dakota.mn.us by July 28, 2023. The VRWJPO will post responses and any addenda to this RFP no later than August 1, 2023. These responses, together with the questions, will be available at www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx; and [Requests for Bids, Quotes, & Proposals - Vermillion River Watershed](#)

IV. GENERAL PROPOSAL REQUIREMENTS

A. General Instructions

1. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
2. Proposals shall not exceed 10 pages, this includes letter of transmittal and cover letter, but not including project team resumes or Attachments D & E.
3. All proposals and attachments should be in electronic Adobe .pdf format and must be submitted to: travis.thiel@co.dakota.mn.us.
4. In the case of a variance between written words and figures, the amount(s) stated in written words shall govern. In case of unit price difference from extended figure the unit prices shall govern.
5. The VRWJPO reserves the right to accept or reject any or all proposals, to waive any defects or to advertise for new proposals where the acceptance, rejections, waiving or advertising of such would be in the best interests of VRWJPO.
6. No proposal received after the due date and time will be considered and will be returned to the proposer unopened.
7. All proposals shall be held firm for 90 days from the proposal due date.
8. The VRWJPO is not responsible for locating or securing any information that is not identified in the proposal and reasonably available to the VRWJPO. To ensure that sufficient information is available, the proposer must furnish as part of the proposal all descriptive material necessary for VRWJPO to determine whether the proposal meets the requirements of the RFP.
9. The successful proposer will be required to execute a contract and return it to VRWJPO within 15 days after the contract forms have been mailed to the successful proposer.
10. The VRWJPO may make such investigations as it deems necessary to determine the ability of the proposer to furnish the equipment and services outlined herein, and the proposer shall furnish to VRWJPO all such information and data for this purpose as VRWJPO may request. VRWJPO reserves the right to reject any proposal if the evidence submitted by, or investigation, of such proposer fails to satisfy VRWJPO that such proposer is properly qualified to carry out the obligations of the contract.
11. After proposals have been received and opened, VRWJPO may schedule interviews and demonstrations with any or all proposers as a part of the evaluation process to determine the most appropriate proposer to whom the contract should be awarded.
12. The VRWPO shall send written notice of award to the successful proposer.

B. Proposal Costs

The VRWPO is not responsible for any costs incurred by the proposer to prepare or submit a proposal, participate in proposer demonstrations or for any other cost to the proposer associated with responding to the RFP.

C. Ownership of Proposals

All proposals timely submitted become the property of VRWJPO upon submission, and the proposals will not be returned to the proposers. By submitting a proposal, the proposer agrees that VRWJPO may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public data. The proposer consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

D. Public Records and Requests for Confidentiality

Pursuant to Minnesota Government Data Practices Act, Minn. Stat. § 13.591, the names of all entities that submitted a timely proposal to VRWJPO will be public once the proposals have been opened. All other information contained in the proposals remains private until VRWJPO has completed negotiating a contract with the selected proposer. After a contract has been negotiated, all information in all of the proposals is public, except "trade secret" information as defined at Minn. Stat. § 13.37.

Public Data Requests can be submitted on the County's website:

<https://www.co.dakota.mn.us/Government/DataPractices/Pages/default.aspx>

Requests for release of information held by VRWJPO are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. Proposers are encouraged to familiarize themselves with these provisions before submitting a proposal.

All information submitted by a proposer eventually will be treated as public information by VRWJPO unless the proposer properly requests, and VRWJPO agrees, that information be treated as private or confidential. A proposer making such a request must include the name, address and telephone number of the individual authorized by the proposer to answer inquiries by VRWJPO concerning the request. VRWJPO reserves the right to make the final determination of whether the data identified in such a request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A proposer's failure to request private or confidential treatment of information will be deemed by VRWJPO as a waiver by the proposer of any private or confidential treatment of information included in the proposal.

V. SPECIFIC PROPOSAL REQUIREMENTS

A. Letter of Transmittal

The letter is to transmit the proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP. Please include, at a minimum, the following:

1. Identification of the offering firm(s), including name, address and telephone number of each firm;
2. Name, title, address, telephone number, and e-mail address of contact person during period of proposal evaluation;
3. Signature of a person authorized to bind the offering firm to the terms of the proposal.

B. Proposal Contents:

1. Variations. Using *Attachment F – Vermillion River Watershed Management Plan Update – DRAFT Public Engagement Plan*, identify changes you would apply to better facilitate the stakeholder engagement process. This can include methods of engagement for the various stakeholder groups, number and timing of the sessions, and any additional stakeholder groups. Include justification as to why the variations are more appropriate than what is included in the attached Public Engagement Plan. If timing variations affect the dates when deliverables are required in the table above, please note the new dates.
2. Methodology. Describe the public engagement methods proposed to be used.
3. Detailed Project Schedule. Include a detailed timeline for the stakeholder engagement, including when the engagement process will initiate, timeframe for engagement sessions, and completion of engagement. The timeline may vary from the one included in the attached Public Engagement Plan, and if so, explain why.
4. Value added. Describe the value added by the firm.
5. Experience. Identify and describe at least two similar projects undertaken by the Contractor within the last five years. For each project, provide the client's name, address, and telephone number for a contact person currently available who is familiar with the firm's performance on each project listed.
6. Resources. Provide a detailed, itemized budget with hourly rates and identify the approximate hours for each staff to achieve the Scope of Service requirement.
7. Project team. Provide the name(s) and title(s) of the team member(s). Attach resumes for the project manager as well as any key personnel as appropriate.
8. References. Provide names and contact information for two references.
9. Additional information. Include any additional information as appropriate.

C. Conflict of interest

The Contractor must identify any potential conflict of interest it may have with this proposal.

D. Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Contractor. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

VI. PROPOSAL EVALUATION CRITERIA

The award shall be based on, but not limited to, the following factors:

- Project understanding
- Proposed approach: identified methods, timeline for implementations, an ability to satisfy all requirements of the RFP
- Ability to creatively and effectively engage multiple communities, and is inclusive
- Project team organization and expertise of key personnel
- Experience, qualifications, and track record of successfully implementing projects similar size and scope
- Experience working with stakeholder groups within the Vermillion River Watershed
- Performance on similar projects: based on performance of team members and the consulting firm with successful delivery of recent similar projects
- Best Value Cost Proposal for required deliverables with consideration of a preferred budget of under \$50,000

VII. GENERAL CONTRACT REQUIREMENTS

The VRWJPO will require the selected proposer to include the contents of this RFP and all representations, warranties and commitments in the proposal and related correspondence as contractual obligations. Other contractual requirements will include:

1. Development of an acceptable implementation schedule covering all phases of the project, including meetings and updates to VRWJPO Staff, date of draft report, and date of final report.
2. Insurance. Prior to commencement of the contract term the successful proposer shall procure and maintain in full force and effect during the term of the agreement insurance coverage for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the vendor, its agents, representatives, employees, or subcontractors. The insurance coverage shall satisfy the requirements set forth in Attachment A.
3. Indemnification. The successful proposer shall agree to indemnify and save VRWJPO, including its elected officials, officers, employees, and agents, harmless from any and all claims, demands, damages, actions or causes of action arising against VRWJPO by reason of any act, omission, neglect or misconduct by the successful proposer.
4. Fraud/Collusion. By submitting a proposal, the proposer certifies that it is the only party interested in its proposal, and that its proposal is made and submitted without fraud or collusion with any other person, firm, or corporation. VRWJPO reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the proposer, or for noncompliance with the requirements of this request for proposals.
5. Non-discrimination. By submitting a proposal, the proposer agrees to abide by all provisions of Minn. Stat. § 181.59 Discrimination on Account of Race, Creed, or Color Prohibited in Contract, which provides as follows. Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:
 - a. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - b. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
 - c. That a violation of this section is a misdemeanor; and

- d. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
6. Workers Compensation. Any and all employees of the proposer or other persons engaged in the performance of any work or services required by the proposer under this agreement shall not be considered employees of VRWJPO. Any and all claims that may or might arise under the Workers Compensation Act of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission in the course of the work or services provided hereunder shall in no way be the obligation of VRWJPO. Proposer guarantees that it will have Workers Compensation Insurance in effect throughout the term of this agreement, as required by Minn. Stat. § 176.182.
7. Independent Contractor. Proposer and all employees of the successful proposer shall not be considered employees of VRWJPO while engaged in the performance of any work or services pursuant to this agreement, and shall be independent contractors.
8. No Subcontracts or Assignments. All work referenced herein shall be performed by the successful proposer. The work may not be performed by a subcontractor or assigned to a third-party without the prior written authorization of VRWJPO.
9. Performance and Payment Bonds. The successful proposer shall be required to furnish performance and labor and material payment bonds in the full amount of the contract together with the executed contract. Such bonds shall be issued from a reliable surety company licensed to do business in Minnesota and acceptable to VRWJPO. The bonds shall remain in effect for the duration of the contract. The bonds are to insure that all work has been done according to the specifications of the proposal.

ATTACHMENT A: STANDARD ASSURANCES

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

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

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

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

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

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

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

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

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

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

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

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (“MGDPA”) and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information (“Protected PII”) as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

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

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the “Act”), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

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

By signing this Contract, the Contractor certifies that it and its principals* and employees:

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

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

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

8. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

9. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor’s failure to comply with the requirements of the State Mechanical Code.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

ATTACHMENT B: INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

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

2. General Liability.

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

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

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

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

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

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

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for VRWJPO hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of VRWJPO's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of VRWJPO's protection.

Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise VRWJPO of any intended or pending change of any Professional Liability insurers or policy forms, and provide VRWJPO with all pertinent information that VRWJPO may reasonably request to determine compliance with this section; and (b) immediately advise VRWJPO of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of VRWJPO.

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

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

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

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

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

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, VRWJPO shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to VRWJPO immediately upon presentation of invoice.

9. Loss Information. At the request of VRWJPO, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of VRWJPO under this section. Such loss information shall include such specifics and be in such form as VRWJPO may reasonably require.

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

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of VRWJPO, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by VRWJPO, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by VRWJPO, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

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Revised: 10/07

ATTACHMENT C: SAMPLE CONTRACT

VRWJPO Contract #C00[Contract #]

CONTRACT BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION AND [CONTRACTOR] FOR [SERVICE]

This Contract is between Vermillion River Watershed Joint Powers Organization (“VRWJPO”) and [Contractor], [Address, City, State, Zip], (“Contractor”). Contractor is a [insert state where business is organized/incorporated (e.g., Minnesota)] [insert business type (e.g., corporation)]. This Contract uses the word “parties” for both VRWJPO and Contractor.

WHEREAS, the VRWJPO requires services for [concise description of services], as identified in the VRWJPO's Request for **Choose an item**. (“Choose an item.”), dated [date of RFP/RFQ], attached and incorporated as Exhibit 1; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor’s **Choose an item**. (“Contractor’s Proposal”), attached and incorporated as Exhibit 2; and

ACCORDINGLY, the parties agree:

1. TERM

This Contract is effective and enforceable on the date the last party executes this Contract [or a specific/future date] (“Effective Date”) and expires on [expiration date] or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the services generally described in the **Choose an item**. and Contractor’s Proposal (collectively, “Services”).
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor’s profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the VRWJPO when it knows or suspects it may be unable to perform under this Contract. The VRWJPO shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.5. Changes in Policy or Staff. The VRWJPO may terminate this Contract by providing 10 calendar days’ Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the VRWJPO’s prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor’s business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the VRWJPO.

3. PAYMENT

- 3.1. Total Cost. VRWJPO will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars (\$[Dollar Amount]) (“Contract Maximum”). The Contract Maximum is not subject to any express or implied condition precedent. The VRWJPO is not required to pay for any minimum amount of any Services.
- 3.2. Compensation. The VRWJPO shall pay for purchased Services in the fixed amounts set out in the Contractor’s Proposal.
- 3.3. Time of Payment. The VRWJPO shall pay Contractor within 35 calendar days after the date on which Contractor’s invoice is received. If the invoice is incorrect, defective, or otherwise improper, the VRWJPO will notify Contractor within 10 calendar days after the date on which the invoice is received. The VRWJPO will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.

- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The VRWJPO shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the VRWJPO shall pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The VRWJPO may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
- A. Payment does not prevent the VRWJPO from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the VRWJPO.
 - B. The VRWJPO is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
 - C. If the VRWJPO requires an audit or inspection, the VRWJPO does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the VRWJPO will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
 - D. The VRWJPO may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 3 [Exhibit 1 Attachment]. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the VRWJPO upon request. Contractor shall provide Notice to the VRWJPO of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the VRWJPO to respect culture and reduce bias in the workplace and service delivery. The VRWJPO's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the VRWJPO receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the VRWJPO of compliance with any required remedial actions within the time period provided by the VRWJPO. If the behavior persists, the VRWJPO may terminate the Contract in accordance with section 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the VRWJPO and the Contractor. Contractor is not entitled to receive any of the benefits received by VRWJPO employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to VRWJPO), and hold harmless the VRWJPO, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:
- A. Intentional, willful, or negligent acts or omissions; or
 - B. Actions or omissions that give rise to strict liability; or
 - C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.
- 7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the VRWJPO or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the VRWJPO of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
- A. Any demand, action, suit, or proceeding against the party providing Notice; or
 - B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.
- 7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the VRWJPO of any proposed settlement, and Contractor may not, without VRWJPO's prior written consent (which the VRWJPO will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing VRWJPO to undertake control of the defense.

8. INSURANCE

Contractor shall maintain policies of insurance as set forth in Exhibit 4 [Exhibit 1 Attachment], and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

- 9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the VRWJPO's prior written consent. The VRWJPO may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the VRWJPO in writing, subject to the following:
- A. Contractor shall be responsible for the performance of its subcontractors.
 - B. All subcontractors shall comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to VRWJPO. Contractor shall provide Notice to the VRWJPO of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the VRWJPO for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

10. 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.

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the VRWJPO may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;

- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 - E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. Termination by VRWJPO – Lack of Funding. The VRWJPO may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-VRWJPO source are unavailable or are not appropriated by the VRWJPO Board. The VRWJPO has sole discretion to determine if there is a lack of funding. The VRWJPO is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The VRWJPO is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the VRWJPO providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with VRWJPO with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all VRWJPO property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the VRWJPO in the Notice of Termination or required by law or this Contract.
- 12.6. Duties of VRWJPO upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the VRWJPO shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 3 [Exhibit 1 Attachment] (Standard Assurances) and the indemnity provisions of section 7.
 - B. The VRWJPO shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the VRWJPO in writing.

13. CONTRACT RIGHTS AND REMEDIES

- 13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The VRWJPO's failure to enforce any provision of this Contract does not waive the provision or the VRWJPO's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

To Contractor:

[Name]

[Title]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

To the VRWJPO:

[Name]

[Title]

[Department]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The VRWJPO's Authorized Representative shall have only the authority granted by the VRWJPO Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3. In addition, Notices regarding breach or termination shall also be provided to:

Dakota Vermillion River Watershed Joint Powers Organization Attorney's Office
Civil Division
1560 Highway 55
Hastings, Minnesota 55033.

15. LIAISON

15.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

VRWJPO Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

16. OWNERSHIP OF WORK PRODUCT

As the VRWJPO's contractor for hire, the VRWJPO shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the VRWJPO shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the VRWJPO, execute all papers and perform all other acts necessary to assist the VRWJPO to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the VRWJPO, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

19. MERGER

19.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

19.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – VRWJPO’s Request for Choose an item. (including Attachments)

Exhibit 2 - Contractor's Response to Request for Choose an item. dated [Enter Date]

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2.

20. CONFIDENTIALITY

20.1. “Protected Data” has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to VRWJPO and included in the definition of Protected Data.

20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

20.3. Contractor acknowledges that the VRWJPO may transmit Protected Data to Contractor in connection with Contractor’s performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the VRWJPO with a copy of said procedures upon request.

20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of contract.

20.5. Contractor shall cooperate with the VRWJPO in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the VRWJPO, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.

20.6. This section survives expiration or termination of this Contract.

21. ELECTRONIC SIGNATURES

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

22. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be construed and construed so as to give its natural and ordinary meaning and effect.

23. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, VRWJPO shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor.

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

VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

CONTRACTOR

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)

By: _____

[Name, Title]

[Department]

Date of Signature: _____

By: _____

Signature

Title

Date of Signature: _____

Contract Number: C00

ATTACHMENT D: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ email: _____

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

Authorized Signature Title Date

You are advised that according to Dakota County Board Resolution 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

Submit this form as part of the Bid, Proposal or Quote response.

V.7 Revised: MMH (06-19)

ATTACHMENT E: TRADE SECRET FORM

Trade Secret Information Form

The following form must be provided by Responder to assist the County in making appropriate determinations about the release of data provided in Responder's bid or proposal.

All responders must select one of the following boxes:

- My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- My bid/proposal **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

Submit this form as part of the Bid or Proposal response

Revised: 6/28/2018

Authorized Signature

Title

Date

ATTACHMENT F: DRAFT PUBLIC ENGAGEMENT PLAN

VERMILLION RIVER WATERSHED MANAGEMENT PLAN UPDATE

DRAFT PUBLIC ENGAGEMENT PLAN

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1. INTRODUCTION

The Vermillion River Watershed Joint Powers Organization (VRWJPO) will be conducting stakeholder engagement as part of the Vermillion River Watershed Management Plan update. The public engagement process will provide the VRWJPO with timely, relevant, and candid feedback on public concerns and strategies proposed to be included in the Watershed Management Plan.

The Vermillion River Watershed encompasses 335 square miles in Dakota and Scott counties. The current 2016-2025 [Watershed Management Plan](#) and subsequent updates and amendments include a range of actions to protect and improve surface water and groundwater quality in the watershed. The Watershed Management Plan also provides an overview of the watershed's physical and biological conditions and water quality.

The Watershed Planning Commission (WPC), a citizen advisory committee, will be VRWJPO's primary advisory committee. Consulting services will be secured for development and facilitation of the Public Engagement Plan. The consultant will work closely with VRWJPO project team to develop, facilitate, organize, and summarize the public engagement process to inform the revision of the Watershed Management Plan. Public engagement efforts are projected to beginning in 2023 to support completion of the Watershed Management Plan update by the anticipated deadline.

This DRAFT Public Engagement Plan guides the public engagement by involving all affected stakeholder groups and creating effective and inclusive engagement methods tailored to each group to motivate and involve stakeholders who may not normally be engaged. A successful Public Engagement Plan will produce meaningful and pointed feedback to guide the development of proposed Watershed Management Plan strategies.

NOTE: The intent is for this DRAFT Public Engagement Plan to be edited and finalized by the hired consultant with expertise in public engagement.

2. BACKGROUND

The VRWJPO was formed through a Joint Powers Agreement between Dakota and Scott counties in September of 2002. The purpose of the VRWJPO is to “exercise leadership in the development of policies, programs, and projects that will promote the accomplishment of the purposes found in Minn. Stat. § [103B.201](#), including the preparation, adoption and implementation of the plan required by Minn. Stat. § [103B.211](#) for the Vermillion River Watershed” and “guide and assist Dakota County and Scott County in acting jointly and individually to take actions that will promote the goals listed in Minn. Stat. § 103B.201 and fulfill their responsibilities under Chapter 103 B.”

The Vermillion River Watershed Joint Powers Board (VRWJPB) consists of one county commissioner from Scott County and two county commissioners from Dakota County. The VRWJPB is responsible for preparing, adopting and implementing a Watershed Management Plan that meets requirements of Minn. Stat § [103B.231](#). The WPC consists of eight members from Dakota County and one from Scott County. The WPC is responsible for advising the VRWJPB, which includes the review, comment and recommend upon the proposed Watershed Management Plan.

The Watershed Management Plan framework and goals are influenced by Minn. Stat. §[103B](#), and Minn. Rules [8410](#). The ten-year plan update is a comprehensive update of the Watershed Management Plan done not less than five years and not more than ten years after approval of the current plan by the Board of Water and Soil Resources (BWSR). The current Vermillion River Watershed Management Plan was approved in June 2016. The revised Watershed Management Plan is anticipated to be completed in February 2026. The following are Minn. Statute and Rule requirements to be incorporated into the public engagement and plan review process:

- Before development of a plan or ten-year plan amendment, the VRWJPO will send notifications to the plan review agencies, counties, cities, townships, soil and water conservation districts, and to known stakeholders, of plan initiation and request input on local water-related issues and information, water management goals, official controls, and programs. This step was completed by the VRWJPO April 3 to June 5, 2023.
- The VRWJPO will hold an initial planning meeting presided over the organization's governing body to receive, review, and discuss input. This meeting is projected for late September 2023 timeframe.
- Upon completion, but before final adoption of the Watershed Management Plan by the VRWJPB, the VRWJPO will submit

the draft plan for a 60-day review and comment period to all counties, the Metropolitan Council, the state review agencies, the Board of Water and Soil Resources, soil and water conservation districts, towns, and statutory and home rule charter cities having territory within the watershed. The VRWJPO will hold a public hearing no sooner than 14 days after the 60-day review period of the draft plan.

- After the review and comment period and any resulting changes to the document are incorporated and approved by the VRWJPB, the Watershed Management Plan will be submitted to the Metropolitan Council, the state review agencies, and the Board of Water and Soil Resources for final review. The VRWJPO will adopt and implement the plan within 120 days after approval by the Board of Water and Soil Resources.

3. PUBLIC ENGAGEMENT OBJECTIVES AND APPROACHES

The primary public engagement objectives are:

1. Collect data to best inform the VRWJPO staff and Board throughout the Watershed Management Plan revision process, including attitudes, behaviors, and priorities related to the watershed.
2. Discuss and receive feedback on any proposed Watershed Management Plan strategies with relevant stakeholder groups.
3. Request feedback, ideas, and opinions from the stakeholder groups to:
 - Identify and assess challenges within the watershed for groundwater and surface water restoration and protection and determine strategies for addressing those challenges.
 - Identify opportunities for and barriers to implement and/or to follow proposed Watershed Management Plan strategies.
 - Understand the level of support for prospective Watershed Management Plan strategies.
4. Provide accurate, relevant, and timely information to help all of those involved understand the Plan revision process and prospective strategies for them to make informed comments and recommendations.

The VRWJPO's public engagement approach is designed to solicit ideas, responses, feedback, and opinions from a varied group of stakeholders. The public engagement process will bring together multiple points of view to inform decisions, give legitimacy to the Watershed Management Plan revision process, identify potential problems and solutions, and articulate and clarify key strategies. The engagement process will connect the VRWJPO with new collaborators and foster relationships with existing partners to encourage change and raise awareness of the Watershed Management Plan revision. The VRWJPO's engagement process will include visibility, transparency of the process, and appreciation for a range of viewpoints, and it will employ multiple communication methods to engage stakeholders.

The stakeholder groups affected by the plan revision are varied, with different and occasionally conflicting drivers and desired outcomes. Therefore, the VRWJPO with support of the consultant will use a broad range of engagement approaches, including:

- Creating an inclusive engagement process to encourage participation that reflects the demographics of the watershed and its various stakeholder groups
- Establishing, renewing, and maintaining relationships with stakeholders
- Providing a variety of opportunities using multiple engagement techniques for all stakeholders to share diverse ideas
- Informing, listening, inviting, and responding to feedback from stakeholders
- Incorporating feedback into the revision process or addressing it in other ways
- Providing opportunities for ongoing communication with stakeholders
- Updating stakeholders throughout the revision process
- Recognizing and thanking stakeholders for the contributions during the revision process

Supportive Work Efforts: The Vermillion River Watershed Management Plan update will be written by VRWJPO staff and the Dakota County Office of Planning, with assistance from the Environmental Resources Department. A consultant will be hired to advise and facilitate the public engagement process, to include finalizing development of this Draft Public Engagement Plan, and to provide summary reports to the VRWJPO of the outcomes of the various stakeholder engagement sessions.

4. MAJOR GROUPS TO ENGAGE

A holistic public engagement process requires a diverse group represented by various populations that are involved from start to finish. A process that involves diverse stakeholders assists in achieving a project that is reflective of the VRWJPO's diverse interests and ever-changing population. However, in order to effectively reach and involve various stakeholders, different types of specific engagement methods need to be used as their effectiveness can vary from one group to another. Major groups to engage include the following:

1. **Residents:** Over 167,000 people live in the Vermillion River Watershed, based on the 2010 U.S. Census
 - Single-family residents
 - Multi-family residents
 - Underrepresented residents, including non-native English speakers, low-income households, older adults, racial/ethnic minorities, and people with disabilities
2. **Business and Industry:**
 - Agricultural and farming type businesses, industry, and operations
 - Commercial entities
 - Industrial businesses
 - Construction businesses
 - Business owners
 - Landlords and commercial property owners
 - Chambers and trade associations
 - Real estate developers and homeowner associations
 - High volume water users
 - Golf course operators
 - Other landscape irrigators
 - Underrepresented businesses, including those owned or managed by Black, Indigenous and People of Color
3. **Nonprofits, advocacy and special interest groups (list is not all inclusive):**
 - Friends of the Mississippi River
 - Nature Conservancy
 - Izaak Walton League
 - Freshwater
 - MN Environmental Partnership
 - Hastings Environmental Protectors
 - Trout Unlimited
 - Ducks Unlimited
 - Pheasants Forever
 - Conservation Minnesota
 - Sierra Club
 - Minnesota Farmers Union
 - Minnesota Farm Bureau
 - Hmong American Farmers Association

- Lakeville Friends of the Environment
- Apple Valley Eco-Advocates
- MN Center for Environmental Advocacy
- Prairie Island Indian Community

4. **Technical Advisory Group (TAG):** technical stakeholder representatives from cities, townships, counties, state agencies, environmental consulting firms, universities, and other interested partners

5. **Cities and Townships:** 20 Dakota County and Scott County cities (11) and townships (9) that lie entirely or partly within the boundaries of the Vermillion River Watershed

Cities	Townships
<ul style="list-style-type: none"> • Apple Valley • Lakeville • Burnsville • Rosemount • Farmington • Hastings • Elko New Market • Vermillion (city) • Coates • Empire • Hampton (city) 	<ul style="list-style-type: none"> • New Market Township • Nininger Township • Marshan Township • Eureka Township • Douglas Township • Ravenna Township • Castle Rock Township • Hampton Township • Vermillion Township

6. **State and Regional Agencies:**

- Minnesota Board of Water and Soil Resources (BWSR)
- Minnesota Department of Agriculture (MDA)
- Minnesota Department of Health (MDH)
- Minnesota Department of Natural Resources (DNR)
- Minnesota Department of Transportation (MnDOT)
- Minnesota Pollution Control Agency (MPCA)
- Metropolitan Council

7. **VRWJPO staff will have responsibility to directly engage the following organizations:**

- Vermillion River Watershed Joint Powers Board (VRWJPB): will be responsible for approving the Watershed Plan
- Watershed Planning Commission (WPC): will be responsible for providing committee advice and recommendation of issues, goals, and strategies to the VRWJPB
- Dakota County government leaders and County Departments
- Scott County government leaders and County Departments
- Dakota and Scott County Soil and Water Conservation Districts (SWCD)

5. ENGAGEMENT METHODS

Surveys: Electronic or paper surveys for residents and businesses to solicit opinions and ideas about the watershed, providing a framework for strategies.

Open House/ Meeting(s): Stakeholders will be invited to attend open house events/meetings to have open community conversations regarding the Watershed Management Plan revision, and to provide comments on proposed issues and

strategies. Multiple events are anticipated to cover the geographic area of the watershed.

In-Person or Virtual Meetings/ Workshops: In-person or virtual meetings/workshops will consist of interactive sessions to inform and fully engage stakeholders in the revision process, by inviting participation of all contributors while the draft strategies are being formed.

Intercepts at Existing Events/Meetings: Explore opportunities to engage stakeholders at existing VRWJPO or County events as intercept opportunities to provide feedback on strategies.

Two rounds of stakeholder engagement are anticipated to (1) receive input on perceptions of issues and thoughts on potential opportunities and solutions; and (2) receive feedback on draft plan goals and strategies. The VRWJPO is flexible in the methods and quantity of engagement sessions, but engagement must be robust, include broad community engagement, and utilize a framework of equity and inclusion with a focus on under-represented residents and businesses. The VRWJPO will consider other methods, provided stakeholders are engaged to a sufficient level and alternative methods are described in full in the response to the RFP.

The following table lists potential engagement methods for each stakeholder group that the Contractor will have responsibility to engage:

Audience	Surveys	Open House/ Meetings	In-Person or Virtual Meetings/ Workshops	Intercepts
Residents	At least 1	2-3 per round	Possibly 1 per round	Opportunity based
Businesses and Industry				
Nonprofits, advocacy and special interest groups				
Technical Advisory Group			1 per round	
Cities				
State and Regional Agencies				
Townships			1 per round	
VRWJPO Boards, County, SWCD			1-2 per group per round	

6. TOOLS TO PROMOTE PARTICIPATION IN STAKEHOLDER ENGAGEMENT

Effectively promoting and advertising the engagement opportunities will be crucial to their success. Tools for promoting the plan engagement opportunities may include email marketing, social media, direct mail, counties’ print newsletters, newspaper notices, direct outreach to community leaders, community events, etc. VRWJPO staff will help develop and distribute materials to explain the Watershed Management Plan revision process and potential strategies.

Contractor can utilize County public engagement survey tools (i.e., Qualtrics and Polco).

7. KEY QUESTIONS TO ASK

Asking the right question is exceptionally important in ensuring that the engagement of stakeholders leads to information that is valuable for the planning process. A mix of open-ended and quantitative questions will be asked of stakeholders through the various engagement methods described above, striving to answer these broad, overarching questions:

- Discuss mission of the VRWJPO and the plan update
- What goals and priorities exist around groundwater and surface water issues in the Vermillion River Watershed?
- What are perceived major issues in the Vermillion River Watershed, and what is the level of concern? What

perceptions and misperceptions should be addressed?

- What are challenges and suggested changes to existing official controls and Standards?
- What are the barriers and opportunities to protect groundwater and surface quality and quantity (policy, legal, technical, operations, etc.)? What tradeoffs are willing to be made?
- What strategies could address challenges and support work toward goals? What are potential strategies to overcome identified barriers?
- What financial, regulatory, and educational approaches should be considered to reach goals?
- What are the opportunities for collaboration and coordination?
- How much should be invested in watershed restoration and protection in the next 10 years?

These questions will be asked of all stakeholder groups in some form through both in-person and online opportunities. Where specialized knowledge or skillsets need to be called on (such as surface water management, economic development, natural resource preservation, etc.), additional questions will be asked.

8. ACTION PLAN

The below are key project phases and milestones. Approval and adoption of the revised Watershed Management Plan should be completed by February 2026.

1. Start-Up and Project Organization: March – August 2023

- Receive authorization from VRWJPO to initiate Plan update process (Completed March 23, 2023)
- Provide notification of Plan update to review agencies, counties, cities, townships, soil and water conservation districts, and known stakeholders (Completed April 4 – June 5, 2023)
- Develop Draft Public Engagement Plan
- Post Request for Proposal (RFP) for public engagement consultant; and select preferred consultant to support public engagement

2. Research on Issues and Stakeholder Needs: September 2023– January 2024

- Meet with consultant and finalize the Public Engagement Plan and the implementation structure/schedule; develop engagement materials
- Hold Watershed Management Plan Update initial planning meeting per Minn. Rules 8410 (September 2023 timeframe)
- Conduct Round 1 Public Engagement to receive input on perceptions of problems and thoughts on potential opportunities and solutions (start October 2023 timeframe)
- Analyze and summarize technical research findings and stakeholder engagement sessions to inform development of the Watershed Management Plan goals and strategies

3. Draft Goals and Strategies for the Plan: February – December 2024

- Review technical research and stakeholder engagement findings with the TAG, WPC, and VRWJPO
- Develop draft goals and strategies based on stakeholder, TAG, WPC, and VRWJPO feedback
- Conduct Round 2 Public Engagement to receive input on draft goals and strategies (start July 2024 timeframe)

4. Draft Plan Review and Adoption: May 2025 – February 2026

- Present Plan to WPC and VRWJPB, seek recommendation on plan release for public review and comment (60-days)
- Conduct 60-day review with notification to all stakeholders (May – July 2025)
- Compile and summarize comments; identify needed changes; complete public hearing
- Present Plan to WPC and VRWJPB, seek recommendation for release for Metropolitan Council, the state review agencies, and the Board of Water and Soil Resources for final review and approval.
- Complete 90-day state review period (August – November 2025)
- Achieve Board of Soil and Water Resources approval and VRWJPO Final Plan adoption (February 2026)

Draft Amended 2023 VRWJPO Budget

Category	Budget Items	2023	Budget %	2023	Budget %
		Amended Budget Amount	of Total	Final Budget Amount	of Total
EXPENSES					
Administration and Operations 601-5010001-00000000	1 Dakota County VRW Staff	\$180,500	4.6%	\$180,500	5.3%
	2 Scott County VRW Staff	\$15,000	0.4%	\$15,000	0.4%
	3 Other Dakota County Staff Time	\$12,000	0.3%	\$12,000	0.4%
	4 Legal Support	\$25,000	0.6%	\$25,000	0.7%
	5 Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$6,000	0.2%	\$6,000	0.2%
	6 Training, Conferences, and Certifications	\$2,000	0.1%	\$2,000	0.1%
Subtotal Administrative		\$240,500	6.1%	\$240,500	7.0%
Research and Planning 601-5010001-50100130	1 Dakota SWCD Incentive Program Policy Assistance	\$1,600	0.0%	\$1,600	0.0%
	2 Scott County Staff	\$5,000	0.1%	\$2,000	0.1%
	3 VRW Staff	\$35,000	0.9%	\$15,000	0.4%
	4 Consultant	\$30,000	0.8%		
Subtotal Research and Planning		\$71,600	1.8%	\$18,600	0.5%
Monitoring and Assessment 601-5010001-50100230	1 Vermillion River Monitoring Network in Dakota Co.				
	1a Staff Time for Sample Collection, Equipment Installation, Maintenance	\$39,000	1.0%	\$39,000	1.1%
	1b Data analysis, database management, data reporting, FLUX modeling	\$17,000	0.4%	\$17,000	0.5%
	1c Water Quality Sample Analysis and QA/QC samples	\$19,000	0.5%	\$19,000	0.6%
	1d Equipment and Supplies	\$8,000	0.2%	\$8,000	0.2%
	2 Vermillion River Monitoring Network in Scott Co	\$9,300	0.2%	\$9,800	0.3%
	3 USGS Cost Share for Blaine Ave. Station	\$8,900	0.2%	\$8,900	0.3%
	4 DNR Flow Gaging Assistance	\$9,700	0.2%	\$9,700	0.3%
	5a Biological and Habitat Assessments	\$7,000	0.2%	\$7,000	0.2%
	5b Electrofishing	\$16,000	0.4%	\$16,000	0.5%
	6 Monitoring Programs Review and Evaluation	\$15,000	0.4%	\$15,000	0.4%
7 General GIS support (Dakota SWCD)	\$5,000	0.1%	\$5,000	0.1%	

Draft Amended 2023 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	2023	2023	2023	2023
		<u>Amended Budget</u>	<u>Budget %</u>	<u>Final Budget</u>	<u>Budget %</u>
		<u>Amount</u>	<u>of Total</u>	<u>Amount</u>	<u>of Total</u>
	8 Nitrate Treatment Practice Sampling	\$1,000	0.0%	\$1,000	0.0%
	9 Iron Enhanced Sand Filter Performance Sampling	\$2,000	0.1%	\$2,000	0.1%
Subtotal Monitoring and Data Analysis		\$156,900	4.0%	\$157,400	4.6%
Public Communications and Outreach 601-5010001-50100330	1 Communication and Outreach Staff	\$100,000	2.5%	\$100,000	2.9%
	2 Vermillion River Watch Program	\$6,000	0.2%	\$6,000	0.2%
	3 Vermillion River Stewards	\$0	0.0%	\$0	0.0%
	4 Scott County Outreach Efforts	\$2,000	0.1%	\$2,250	0.1%
	5 Vermillion River Watershed Projects Signage and Map Updates	\$10,000	0.3%	\$10,000	0.3%
	6 Newsletter, Mailings, Website, General Communication Materials	\$10,000	0.3%	\$10,000	0.3%
	7 Landscaping for Clean Water Workshop Program (Dakota SWCD)	\$30,400	0.8%	\$30,400	0.9%
	8 K-12 Classroom Presentations (Dakota SWCD)	\$4,000	0.1%	\$4,000	0.1%
	9 Watershed Tours	\$2,000	0.1%	\$0	0.0%
	10 Local Standards/ Ordinance and Turf/ Salt Workshops	\$3,500	0.1%	\$3,500	0.1%
Subtotal Public Outreach and Communication		\$167,900	4.2%	\$166,150	4.9%
Regulation 601-5010001-50100530	1 Scott SWCD Assistance with Plan Review	\$900	0.0%	\$900	0.0%
	2 Engineering Assistance and Review	\$35,000	0.9%	\$35,000	1.0%
	3 VRW Staff Local Program Assistance	\$20,000	0.5%	\$20,000	0.6%
Subtotal Regulation		\$55,900	1.4%	\$55,900	1.6%
Coordination and Collaboration 601-5010001-50100531	1 Coordination VRW Staff	\$40,000	1.0%	\$32,000	0.9%
	2 Wetland Health Evaluation Program Cost Share	\$0	0.0%	\$0	0.0%
	3 Children's Water Festival Support	\$600	0.0%	\$600	0.0%
	4 Watershed Partners	\$5,000	0.1%	\$5,000	0.1%
	5 Master Water Stewards	\$5,000	0.1%	\$5,000	0.1%
Subtotal Coordination and Collaboration		\$50,600	1.3%	\$42,600	1.2%
Land and Water Treatment					

Draft Amended 2023 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	2023	2023	2023	2023
		<u>Amended Budget</u>	<u>Budget %</u>	<u>Final Budget</u>	<u>Budget %</u>
		<u>Amount</u>	<u>of Total</u>	<u>Amount</u>	<u>of Total</u>
Capital Improvement Projects	1 Cost Share Programs in Dakota County (SWCD)	\$80,000	2.0%	\$80,000	2.3%
	2 Cost Share Programs in Scott County (SWCD)	\$30,750	0.8%	\$31,300	0.9%
601-5020001-50200130	3 Cost-share	\$250,000	6.3%	\$250,000	7.3%
	4 WBIF match	\$15,170	0.4%	\$70,000	2.0%
Subtotal Capital Improvement Projects		\$375,920	9.5%	\$431,300	12.6%
Maintenance	1 Past projects maintenance/ repair	\$70,000	1.8%	\$70,000	2.0%
601-5020001-50200130	2 CIP construction oversight, maintenance/ repair staff costs	\$35,000	0.9%	\$25,000	0.7%
Subtotal Maintenance		\$105,000	2.6%	\$95,000	2.8%
Feasibility/Preliminary Studies	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)				
	1	\$40,000	1.0%	\$40,000	1.2%
601-5010001-50100631	2 Improvements	\$180,000	4.5%	\$180,000	5.3%
Subtotal Feasibility/Preliminary Studies		\$220,000	5.5%	\$220,000	6.4%
Irrigation Audit and Cost Share Program	1 Irrigation Audits	\$10,000	0.3%	\$10,000	0.3%
601-5010001-50100431	2 Irrigation Cost-Share	\$10,000	0.3%	\$10,000	0.3%
Subtotal Irrigation Audit and Cost Share		\$20,000	0.5%	\$20,000	0.6%
2020-2023 WBIF Grant (BWSR) North Creek	1 North Creek Stabilization	\$337,500	8.5%	\$337,500	9.9%
601-5010001-50100853	2 VRWJPO cash match	\$50,000	1.3%	\$50,000	1.5%
Subtotal 2020-2023 WBIF Grant North Creek Stabilization		\$387,500	9.8%	\$387,500	11.3%
2020-2023 WBIF Grant (BWSR) Farmington Direct	1 Farmington Direct Drainage Assessment	\$26,700	0.7%	\$0	0.0%
601-5010001-50100854	2 VRWJPO cash match	\$3,330	0.1%	\$0	0.0%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage		\$30,030	0.8%	\$0	0.0%

Draft Amended 2023 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	2023	2023	2023	2023
		<u>Amended Budget</u>	<u>Budget %</u>	<u>Final Budget</u>	<u>Budget %</u>
		<u>Amount</u>	<u>of Total</u>	<u>Amount</u>	<u>of Total</u>
2020-2023 WBIF Grant					
(BWSR) Hastings Direct	1 Hastings Direct Drainage Assessment	\$26,700	0.7%	\$26,700	0.8%
601-5010001-50100855	2 VRWJPO cash match	\$3,330	0.1%	\$3,330	0.1%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage		\$30,030	0.8%	\$30,030	0.9%
2020-2023 WBIF Grant					
(BWSR) Ravenna Basins	1 Ravenna Basins Restoration	\$0	0.0%	\$0	0.0%
601-5010001-50100856	2 VRWJPO cash match	\$0	0.0%	\$0	0.0%
Subtotal 2020-2023 WBIF Grant Ravenna Basins Restoration		\$0	0.0%	\$0	0.0%
2022-2025 CPL Grant					
(DNR) East Lake Habitat	1 East Lake Habitat Improvement	\$90,000	2.3%		
601-5010001-50100858	2 VRWJPO in-kind match	\$3,000	0.1%		
Subtotal CPL East Lake Habitat		\$93,000	2.3%		
2022 CWF Competitive Grant (BWSR)					
	1 Foxborough Park TSS Project	\$346,500	8.7%	\$346,500	
601-5010001-50100859	2 VRWJPO cash match	\$30,000	0.8%	\$30,000	
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$376,500	9.5%	\$376,500	
2022 CWF Competitive Grant (BWSR) Ravenna					
	1 Ravenna Trail Ravine Stabilization	\$495,000	12.5%	\$495,000	
601-5010001-50100860	2 VRWJPO cash match	\$50,000	1.3%	\$50,000	
Subtotal CWF Competitive Grant Ravenna Trail Ravine Stabilization		\$545,000	13.7%	\$545,000	
2022-2023 WBIF Grant					
(BWSR) Middle Creek	1 Middle Creek at Dodd Rd Stream Restoration	\$360,000	9.1%		
601-5010001-50100861	2 VRWJPO in-kind	\$3,000	0.1%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$363,000	9.2%		

Draft Amended 2023 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023</u>	<u>Budget %</u>	<u>2023</u>	<u>Budget %</u>
		<u>Amended Budget</u>	<u>of Total</u>	<u>Final Budget</u>	<u>of Total</u>
		<u>Amount</u>		<u>Amount</u>	
2022-2025 WBIF Grant					
(BWSR) Alimagnet Alum	1 Alimagnet Lake Alum Treatment Feasibility Study	\$36,000	0.9%		
601-5010001-50100862	2 VRWJPO cash match	\$9,000	0.2%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$45,000	1.1%		
2023 CWF Competitive Grant (BWSR) East Lake					
	1 East Lake Fish Barrier and Rough Fish Removal	\$300,000	7.6%		
601-5010001-50100863	2 VRWJPO cash match	\$37,500	0.9%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$337,500	8.5%		
CWF WBIF Grant (BWSR)	1 WBF Grant Admin	\$12,000	0.3%	\$17,700	0.5%
601-5010001-50100848					
Subtotal WBF Grant Admin		\$12,000	0.3%	\$17,700	0.5%
Weland Bank	Wetland Bank Restoration Funds Reserve	\$189,800	4.8%	\$189,800	
601-5010001-50100930					
Subtotal Wetland Bank Restoration Funds		\$189,800	4.8%	\$189,800	
Subtotal of Expenditures		\$3,873,680	97.7%	\$2,993,980	87.5%
Cash Reserve		\$93,070	2.3%	\$427,850	12.5%
TOTAL Annual Expenses		\$3,966,750	100.0%	\$3,421,830	100.0%

REVENUE					
	Wetland Bank	\$189,800	4.8%	\$189,800	
	CIP Reserve	\$226,800	5.7%	\$350,000	10.2%
	CIP Reserve Grant Match	\$136,660	3.4%	\$133,330	3.9%
	Fund Balance from Underspending in Previous Year	\$271,810	6.9%	\$405,000	11.8%

Draft Amended 2023 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2023</u>	<u>Budget %</u>	<u>2023</u>	<u>Budget %</u>
		<u>Amended Budget</u>	<u>of Total</u>	<u>Final Budget</u>	<u>of Total</u>
		<u>Amount</u>		<u>Amount</u>	
	Grant Carryover	\$12,000	0.3%	\$664,350	
	CWF Grant (BWSR) Competitive 2022	\$841,500	21.2%	\$420,750	12.3%
	CWF Grant (BWSR) Competitive 2023	\$300,000	7.6%		
	CWF Grant WBIF (BWSR) 2020-2023	\$487,180	12.3%	\$243,600	7.1%
	CWF Grant WBIF (BWSR) 2022-2025	\$396,000	10.0%		
	CPL Grant (DNR) 2022-2025	\$90,000	2.3%		
	Fees for Permitting Activities	\$1,000	0.0%	\$1,000	0.0%
	Dakota County Levy	\$964,900	24.3%	\$964,900	28.2%
	Scott County Levy	\$35,100	0.9%	\$35,100	1.0%
	Investment Earnings	\$14,000	0.4%	\$14,000	0.4%
	TOTAL Annual Revenue	\$3,966,750	100.0%	\$3,421,830	100.0%



Minutes

Vermillion River Watershed Planning Commission (WPC) Meeting

August 9, 2023 – 4:30 p.m.

In-person and Microsoft Teams Videoconference

WPC Members in Attendance

Linda Larson Brad Blackett
Josh Borton Andy Riesgraf
Steve Hamrick
Kevin Chamberlain

Others in Attendance

Paula Liepold, Dakota County
Curt Coudron, Dakota County Soil & Water Conservation District (SWCD)
Nikki Stewart, Dakota County (Virtual)
Valerie Neppel, Dakota County

1. Call to Order

The meeting was called to order by Vice Chair Josh Borton at 4:31 p.m.

2. Roll Call

All members present except Jim Kotz and Sandra Weber.

3. Audience Comments on Items Not on the Agenda

No comments.

4. Approval of Agenda

*Motion by Commissioner Larson to approve the agenda, seconded by Commissioner Chamberlain.
Motion carried on a 6-0 vote.*

5. Approval of Minutes from the July 12, 2023 Meeting

Motion by Commissioner Blackett, seconded by Commissioner Riesgraf. Motion carried on a 6-0 vote.

6. Business Items

a. Recommend Adoption of the Draft Vermillion River Watershed Joint Powers Organization (VRWJPO) 2024 Budget and Watershed Management Tax District Levy

Valerie Neppel presented the draft budget, which totals \$2,058,300 for both expenses and revenues. The proposed tax district levy is for \$1 million, with \$965,600 coming from Dakota County property taxes and \$34,400 from Scott County. The draft budget reflects recommendations from VRWJPO staff and

partners and items from the implementation section of the Vermillion River Watershed Management Plan.

Valerie walked through the draft budget, as a review from the previous meeting when the budget was presented as an information item. She noted the “right-sizing” of the budget with Dakota County SWCD programs funded by VRWJPO and the funding set aside for the 2026-35 Vermillion River Watershed Management Plan development, including for a stakeholder engagement consultant.

A detailed summary of the budget can be found in the meeting minutes for the July 12, 2023 WPC meeting.

Motion by Commissioner Larson to recommend adoption, seconded by Commissioner Blackett. Motion carried on a 6-0 roll call vote.

b. Update on 2023 Summer Tour with the Minnesota Board of Water & Soil Resources (BWSR) and Partners in the Vermillion River Watershed

Paula Liepold presented an overview of the tour stops and context about why the tour is longer this year than in past years. BWSR approached the VRWJPO several months ago about having their annual Board tour in the Vermillion River Watershed, so VRWJPO decided to combine that with the scheduled biannual watershed tour for elected officials. The tour is a collaborative effort between BWSR and several partners within the Vermillion River Watershed. Several WPC members have signed up to attend the tour. At the time of this meeting, 65 people total are signed up for the tour. It will take place on Wednesday, August 23, 2023, starting with registration at 7:30 a.m. at the GrandStay Hotel, Apple Valley, MN.

Projects and practices scheduled to visit:

1. East Lake Habitat Restoration, Lakeville
2. Erickson Park Stormwater Improvements, Apple Valley
3. King Park Stormwater Reuse System, Lakeville
4. Rambling River Park Stream Restoration, Farmington
Lunch at Glenhaven Events Center
5. Groundwater Protection at Chuck Louis Farm
6. Braun Wetland Bank Easement
7. Prairie Strips and Climate Resilience at Kimber Contours
8. South Branch Vermillion River Nitrate Treatment Wetland

Returning to GrandStay by 5 p.m. VRWJPO is excited to showcase these projects.

Commissioner Larson reminded everyone to wear appropriate outdoor walking shoes.

Information only.

7. Updates

a. Chairperson’s Report

No updates.

b. Staff Updates

Curt Coudron

Curt has been doing a lot of project planning with designs and seeding for cover crops. All Landscaping for Clean Water workshops are wrapped up for the year and had great participation. The Vermillion River Watershed had 20 applications for grants for raingardens, native gardens, and shoreline restorations.

Paula Liepold

Paula shared about the recent interview with WCCO-TV about the Dakota County Wetland Health Evaluation Program (WHEP) and Starry Trek on Saturday, August 19, which will receive coverage by FOX 9 and KARE 11. Starry Trek is a search for starry stonewort. Paula is also responsible for helping secure presenters for the Metro Children's Water Festival, which is projected to host 1,900 fourth graders at the Minnesota State Fairgrounds at the end of September.

Valerie Neppi

Several watersheds have gone into a drought warning phase from the Department of Natural Resources Drought Task Force. Dakota County is working with the cities to encourage water conservation. Valerie encouraged attending the County Fair and visiting the Natural Resources and Parks exhibits

Nikki Stewart

Nikki discussed the two vacancies at the VRWJPO, the Administrator position and Water Resources Engineer. She plans to interview five candidates in-person next Friday (8/18) for Administrator after interviewing 14 candidates on Zoom. She encouraged WPC members to distribute the Water Resources Engineer job post.

8. Adjourn

Motion by Commissioner Chamberlain, seconded by Commissioner Hamrick. Motion carried on a 6-0 vote.