



# Agenda

## Vermillion River Watershed Joint Powers Board Meeting

October 24, 2024, 1 p.m.

In-person at the Dakota County Extension and Conservation Center and virtual via Microsoft Teams

1. Call to Order
2. Roll Call
3. Audience Comments on Items Not on the Agenda  
*(please limit audience comments to five minutes)*
4. Approval of Agenda Action Page 1
5. Approval of Minutes from the August 22, 2024, Meeting Action Page 3
6. Consent Agenda Action
  - a. Acceptance of Treasurer’s Reports Page 8
  - b. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Farmington, 4<sup>th</sup> and Willow TSS Reduction Project Page 10
  - c. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey TSS Reduction Project Page 12
  - d. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for North Creek – City of Lakeville, Firelight Way TSS Reduction Project Page 14
7. Approval of Expenses Action Page 16
8. Business Items
  - a. Authorization to Execute a Wetland Bank Credit Partnership Agreement with the Minnesota Board of Water and Soil Resources Action Page 18
  - b. Authorization to Execute a Contract with Sunram Construction, Inc. for the 78-06 South Branch Nitrate Reduction Project Berm Repair Action Page 29
  - c. Direction on the Format and Operations of the Vermillion River Watershed Planning Commission Information Page 33
9. Staff Reports
10. Adjourn Action



**Please note**, the October 24, 2024, 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 Microsoft Teams.

## Microsoft Teams

### [Join the meeting now](#)

Meeting ID: 217 426 463 019

Passcode: 6UfP7z

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### Dial in by phone

[+1 651-273-3070,,289056699#](#) United States, Hastings

[Find a local number](#)

### Other Information

Next Meeting Date: **December 5, 2024**, 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

Thursday, August 22, 2024, 1 p.m., in-person at the Dakota County Extension and Conservation Center and virtual via Microsoft Teams

#### Board Members in Attendance

Dakota County Commissioner Bill Droste  
Dakota County Commissioner Mary Liz Holberg (alternate)  
Scott County Commissioner Tom Wolf

#### Watershed Planning Commission (WPC) Members in Attendance

Sandy Weber

#### Others in Attendance

Travis Thiel, Dakota County, Vermillion River Watershed Joint Powers Organization (VRWJPO) Administrator  
Melissa Bokman Ermer, Scott County, VRWJPO Co-Administrator  
Kelly Perrine, Dakota County, VRWJPO Senior Watershed Specialist  
Jeff Dunn, Dakota County, VRWJPO Water Resources Engineer  
Brita Moore-Kutz, Dakota County, VRWJPO Communications and Outreach Specialist  
Brian Wisdorf, Dakota County, Assistant County Attorney, VRWJPO legal counsel  
Bruce Johnson, Dakota County Soil and Water Conservation District (SWCD) Supervisor  
Ashley Gallagher, Dakota County SWCD Manager  
Caleb Ashling, City of Burnsville, Natural Resources Coordinator (virtual)  
Samantha Berger, City of Apple Valley, Natural Resources Coordinator (virtual)

#### 1. Call to Order

Meeting was called to order at 1 p.m.

#### 2. Roll Call

Commissioners Holberg, Wolf, and Droste were in attendance.

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

None.



#### **4. Approval of Agenda**

*Res. No. VRW 24-34: Motion by Commissioner Droste to approve the agenda, seconded by Commissioner Holberg. Motion carried on a 3-0 voice vote.*

#### **5. Approval of Minutes from the July 25, 2024, Meeting**

*Res. No. VRW 24-35: Motion by Commissioner Droste to approve the minutes, seconded by Commissioner Wolf. Motion carried on a 2-0 voice vote. Commissioner Holberg abstained.*

#### **6. Approval of Consent Agenda**

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

*Res. No. VRW 24-36: Motion by Commissioner Droste, seconded by Commissioner Holberg. Motion carried on a 3-0 voice vote.*

#### **7. Approval of Expenses**

Travis Thiel presented the expenses submitted between July 1 and July 31, 2024, totaling \$110,989.55.

*Res. No. VRW 24-37: Motion by Commissioner Droste to approve expenses, seconded by Commissioner Holberg. Motion carried on a 3-0 roll call vote.*

#### **8. Business Items**

##### **a. Public Hearing and Adoption of VRWJPO 2025 Draft Budget and Watershed Management Tax District Levy**

Commissioner Wolf opened the public hearing. Travis Thiel presented the 2025 draft budget and proposed tax levies for Dakota and Scott counties. The tax impact on the two counties would be the same as in 2024. There were no comments in the public hearing.

*Res. No. VRW 24-38: Motion by Commissioner Holberg to close the public hearing, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.*

*Res. No. VRW 24-39: Motion by Commissioner Holberg to adopt the 2025 VRWJPO draft budget and Watershed Management Tax District levy, seconded by Commissioner Droste. Motion carried on a 3-0 roll call vote.*



**b. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Launch Park Wetland Restoration Preliminary Engineering Design and Permitting Coordination**

Kelly Perrine presented the proposed wetland restoration project in Lakeville in the Launch Park Development, property that the City acquired in 2023. The City intends to convert this land from agricultural production to restored wetlands to reduce sediment loading and attenuate runoff volume in the South Creek Subwatershed. This meets several goals in the Watershed Plan. The joint powers agreement (JPA) would allow the City, Dakota County, and VRWJPO to jointly fund this coordination effort.

*Res. No. VRW 24-40: Motion by Commissioner Holberg to authorize executing the JPA, seconded by Commissioner Droste. Motion carried on a 3-0 roll call vote.*

**c. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for Dakota County 50-19 Lake Marion Phosphorus Treatment Project and South Creek Temperature Reduction Project Maintenance and Performance Improvement Engineering**

Kelly presented the proposed JPA for engineering design related to maintenance and performance improvements of previously completed projects with the City of Lakeville that utilized Clean Water Fund grant money. Grant policy dictates that projects implemented with grant awards must be designed and maintained for a minimum of 25 years. The City and VRWJPO would jointly fund this maintenance work.

*Res. No. VRW 24-41: Motion by Commissioner Droste to authorize executing the JPA, seconded by Commissioner Holberg. Motion carried on a 3-0 roll call vote.*

**d. Authorization to Execute Contract with Solitude Lake Management for the Alimagnet Lake Alum Treatment Project**

Kelly presented the bid materials from Solitude Lake Management (SLM) for treating Alimagnet Lake, a nutrient-impaired lake straddling Apple Valley and Burnsville, with aluminum sulfate (alum). The VRWJPO, partnering with the two cities, received a Clean Water Fund (CWF) grant of \$287,000 from the Minnesota Board of Water & Soil Resources (BWSR) to implement the treatment.

Barr Engineering has been contracted to oversee alum dosing specifications, contract development and application monitoring. The bid from SLM is to physically apply the alum in the lake. SLM was the only bidder, with their bid coming in 21% higher than the engineer's estimate by Barr. This is likely due to unforeseen market fluctuations in the cost of the chemicals used in the treatment. This amount would exceed the initial grant award from BWSR. SLM is the only contractor in the region able to provide this kind of treatment, so it is unlikely VRWJPO would receive any other bids lower than SLM's.



The treatments are planned for fall 2024 and spring 2026. The grant funds already received cover the treatment for 2024. VRWJPO has submitted another CWF grant request to cover the remainder of the cost.

*Res. No. VRW 24-42: Motion by Commissioner Droste to authorize executing the contract with SLM, seconded by Commissioner Holberg. Motion carried on a 3-0 roll call vote.*

## **9. Staff Reports**

### **Melissa Bokman Ermer**

- Discussing with Scott County Attorney about their suggested revisions for the empowering JPA of the VRWJPO

### **Brian Wisdorf**

- Working with VRWJPO staff on project JPAs and empowering JPA provisions

### **Kelly Perrine**

- Hosting Watershed Planning Commission/Technical Advisory Group survey for prioritizing initiatives in the next generation Watershed Plan in late September. The VRWJPO's consultant, HKGi, is helping set up the survey

### **Jeff Dunn**

- Applying for to the Minnesota Department of Natural Resources for Conservation Partners Legacy (CPL) grants for projects on North Creek

### **Brita Moore-Kutz**

- Successful engagement at Dakota County Fair, people were very interested in display of macroinvertebrate samples collected by Hastings High School Field Biology class
- Considering options to make the macroinvertebrate display more informative and engaging
- Working on September e-newsletter and project outreach

### **Travis Thiel**

- The cash reserve for the watershed in the proposed 2025 budget is lower than what he considers a comfortable amount to have. Travis looked into if the watershed could issue debt, which it cannot, but the counties can issue debt on its behalf. The other option would be to loan money from one or both counties. Both options are viable in a worst-case scenario.



**10. Adjourn**

*Motion by Commissioner Droste to adjourn, seconded by Commissioner Holberg. Motion carried on a 3-0 vote.*

Next Meeting Date: Thursday, September 26, 2024, at 1 p.m. in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington, MN and via teleconference on Microsoft Teams.

Respectfully submitted by

Brita Moore-Kutz

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

Attest

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary/ Treasurer

\_\_\_\_\_  
Date



**2024 Vermillion River Watershed Joint Powers Organization  
Treasurer's Report  
August 2024**

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
A. Administration & Operations (601-5010001-00000000)	\$ 230,500.00	\$ 85,634.66	\$ 12,928.62	\$ 131,936.72
B. Research & Planning (601-5010001-50100130)	\$ 78,000.00	\$ 60,028.81	\$ 10,095.06	\$ 7,876.13
C. Monitoring & Assessment (601-5010001-50100230)	\$ 155,750.00	\$ 50,475.84	\$ 4,878.64	\$ 100,395.52
D. Public Communications & Outreach (601-5010001-50100330)	\$ 171,580.00	\$ 90,331.43	\$ 9,888.48	\$ 71,360.09
E. Irrigation and Irrigation Audit (601-5010001-50100431)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
F. Regulation (601-5010001-50100530)	\$ 55,930.00	\$ 29,987.03	\$ 3,801.20	\$ 22,141.77
G. Coordination & Collaboration (601-5010001-50100531)	\$ 50,600.00	\$ 18,769.66	\$ 4,774.41	\$ 27,055.93
H. Feasibility/Preliminary Studies (601-5010001-50100631)	\$ 340,000.00	\$ 55,287.20	\$ 3,554.84	\$ 281,157.96
I. Capital Improvement Projects (601-5020001-50200130)	\$ 394,500.00	\$ 49,534.30	\$ 15,270.68	\$ 329,695.02
J. Lakeville East Lake Restoration (601-5010001-50100858)	\$ -	\$ -	\$ -	\$ -
K. CWF Comp Grant (BWSR) Foxborough TSS (601-5010001-50100859)	\$ 26,500.00	\$ -	\$ -	\$ 26,500.00
L. CWF Comp Grant (BWSR) Ravenna Trail (601-5010001-50100860)	\$ 27,500.00	\$ 5,390.29	\$ 201.82	\$ 21,907.89
M. 2022-2023 WBIF Grant (BWSR) Middle Creek (601-5010001-50100861)	\$ 21,000.00	\$ 757.10	\$ -	\$ 20,242.90
N. 2023 CWF Competitive Grant (BWSR) East Lake (601-5010001-50100863)	\$ 127,500.00	\$ 6,925.72	\$ 612.93	\$ 119,961.35
O. 2022-2025 WBIF Grant (BWSR) Alimagnet Alum PPM 2000304 (601-5010001-50100864)	\$ 200,500.00	\$ 15,808.69	\$ 3,632.53	\$ 181,058.78
P. Lakeville Capital Projects 24-02 and 24-20 Cost Share (601-501001-5010865)	\$ 370,000.00	\$ -	\$ -	\$ 370,000.00
Q. Rosemount Campus Infiltration Basins (601-5010001-5010866)	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
R. 2024 CWF Competitive Grant (MDH) Water Conservation and LCW Marketing (601-5010001-5010867)	\$ 62,500.00	\$ -	\$ 58,680.00	\$ 3,820.00
S. Wetland Bank (601-5010001-50100930)	\$ 406,800.00	\$ -	\$ -	\$ 406,800.00
<b>VRW JPO Revised Budget Expense TOTAL</b>	<b>\$ 2,749,160.00</b>	<b>\$ 468,930.73</b>	<b>\$ 128,319.21</b>	<b>\$ 2,151,910.06</b>

Budget Funding Sources

Wetland Bank	\$406,800.00
CIP Reserve	\$664,623.00
CIP Reserve Grant Match	\$21,500.00
Fund Balance from Underspending in Previous Year	\$672,000.00
CWF Grant (BWSR) Competitive 2022	\$420,750.00
CWF Grant (BWSR) Competitive 2023	\$150,000.00
CWF Grant WBIF (BWSR) 2022-2025	\$198,000.00
CPL Grant (DNR) 2022-2025	\$0.00
CWF Grant (BWSR) Competitive 2024	\$143,500.00
CWF Grant (MDH) Competitive 2024	\$50,000.00
Partner Match for MDH CWF Grant	\$15,000.00
Fee's on Permitting Activities	\$1,000.00
Dakota County Levy	\$965,600.00
Scott County Levy	\$34,400.00
Investment Earnings	\$14,000.00
<b>Total</b>	<b>\$3,757,173.00</b>





**2024 Vermillion River Watershed Joint Powers Organization  
Treasurer's Report  
September 2024**

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
A. Administration & Operations (601-5010001-00000000)	\$ 230,500.00	\$ 98,563.28	\$ 16,791.01	\$ 115,145.71
B. Research & Planning (601-5010001-50100130)	\$ 78,000.00	\$ 70,123.87	\$ 6,586.46	\$ 1,289.67
C. Monitoring & Assessment (601-5010001-50100230)	\$ 155,750.00	\$ 55,354.48	\$ 5,035.35	\$ 95,360.17
D. Public Communications & Outreach (601-5010001-50100330)	\$ 171,580.00	\$ 100,219.91	\$ 8,795.33	\$ 62,564.76
E. Irrigation and Irrigation Audit (601-5010001-50100431)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
F. Regulation (601-5010001-50100530)	\$ 55,930.00	\$ 33,788.23	\$ 4,781.79	\$ 17,359.98
G. Coordination & Collaboration (601-5010001-50100531)	\$ 50,600.00	\$ 23,544.07	\$ 2,260.73	\$ 24,795.20
H. Feasibility/Preliminary Studies (601-5010001-50100631)	\$ 340,000.00	\$ 58,842.04	\$ 3,064.24	\$ 278,093.72
I. Capital Improvement Projects (601-5020001-50200130)	\$ 394,500.00	\$ 64,804.98	\$ 6,228.48	\$ 323,466.54
J. Lakeville East Lake Restoration (601-5010001-50100858)	\$ -	\$ -	\$ -	\$ -
K. CWF Comp Grant (BWSR) Foxborough TSS (601-5010001-50100859)	\$ 26,500.00	\$ -	\$ -	\$ 26,500.00
L. CWF Comp Grant (BWSR) Ravenna Trail (601-5010001-50100860)	\$ 27,500.00	\$ 5,592.11	\$ -	\$ 21,907.89
M. 2022-2023 WBIF Grant (BWSR) Middle Creek (601-5010001-50100861)	\$ 21,000.00	\$ 757.10	\$ -	\$ 20,242.90
N. 2023 CWF Competitive Grant (BWSR) East Lake (601-5020001-50200230 aka 0863)	\$ 127,500.00	\$ 7,538.65	\$ 214.29	\$ 119,747.06
O. 2022-2025 WBIF Grant (BWSR) Alimagnet Alum PPM 2000304 (601-5020001-50200330 0864)	\$ 200,500.00	\$ 19,441.22	\$ 1,769.03	\$ 179,289.75
P. Lakeville Capital Projects 24-02 and 24-20 Cost Share (601-501001-5010865)	\$ 370,000.00	\$ -	\$ -	\$ 370,000.00
Q. Rosemount Campus Infiltration Basins (601-5010001-5010866)	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
R. 2024 CWF Competitive Grant (MDH) Water Conservation and LCW Marketing (601-5010001-5010867)	\$ 62,500.00	\$ 58,680.00	\$ -	\$ 3,820.00
S. Wetland Bank (601-5010001-50100930)	\$ 406,800.00	\$ -	\$ -	\$ 406,800.00
<b>VRW JPO Revised Budget Expense TOTAL</b>	<b>\$ 2,749,160.00</b>	<b>\$ 597,249.94</b>	<b>\$ 55,526.71</b>	<b>\$ 2,096,383.35</b>

Budget Funding Sources

Wetland Bank	\$406,800.00
CIP Reserve	\$664,623.00
CIP Reserve Grant Match	\$21,500.00
Fund Balance from Underspending in Previous Year	\$672,000.00
CWF Grant (BWSR) Competitive 2022	\$420,750.00
CWF Grant (BWSR) Competitive 2023	\$150,000.00
CWF Grant WBIF (BWSR) 2022-2025	\$198,000.00
CPL Grant (DNR) 2022-2025	\$0.00
CWF Grant (BWSR) Competitive 2024	\$143,500.00
CWF Grant (MDH) Competitive 2024	\$50,000.00
Partner Match for MDH CWF Grant	\$15,000.00
Fee's on Permitting Activities	\$1,000.00
Dakota County Levy	\$965,600.00
Scott County Levy	\$34,400.00
Investment Earnings	\$14,000.00
<b>Total</b>	<b>\$3,757,173.00</b>

**6b. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Farmington, 4th and Willow TSS Reduction Project**

Meeting Date: 10/24/24  
Item Type: Consent-Action  
Contact: Jeff Dunn  
Telephone: 952-891-7140  
Prepared by: Jeff Dunn  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a grant agreement (Grant) with the Minnesota Board of Water and Soil Resources (BWSR) for Fiscal Year (FY) 2024-2025 Watershed-Based Implementation Funding (WBIF) for Vermillion River – City of Farmington, 4th and Willow TSS Reduction Project (Project).

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a Grant with the BWSR for FY2024-2025 WBIF for activities in the Vermillion River Watershed.

The foundations of the WBIF are: to present a guaranteed biannual funding stream to watersheds for water quality improvement projects, to allow for collaboration among local government units within the Watershed, to provide funding to high-priority projects according to partner-defined metrics, while poising the VRWJPO to lead in fiscal oversight. Partnering local governments are then tasked with overseeing bidding procedures, contractor oversight, etc. These characteristics set the WBIF apart from traditional competitive grant funding, where the grantee would be responsible for both overall project management as well as fiscal oversight.

In 2024, the BWSR requested prioritized from local stakeholders in the Vermillion River Watershed that addressed water quality improvement for WBIF consideration. Activities were submitted by local stakeholders and those stakeholders reviewed and discussed the submittals. The outcome was an approved list of activities submitted to the BWSR through a formal budget request for FY 2024-2025 WBIF grant funding consideration. The BWSR has approved the budget request and has provided the VRWJPO with a Grant for the Project.

The Project is estimated to cost \$117,120. The Grant will provide \$71,013 toward the Project. The Grant has a 10-percent local match requirement that is being met using a combination of funding from City of Farmington, Dakota County, and the VRWJPO. The VRWJPO will contribute \$39,207 in cash match towards the Project. The City of Farmington will contribute \$1,900 in cash match towards the Project. Dakota County will contribute \$5,000 in cash match towards the Project.

VRWJPO staff recommend executing a Grant with the BWSR for WBIF for the Project in an amount not to exceed \$71,013.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will provide up to \$39,207 and in-kind grant administration services from the Capital Improvement Projects portion of the VRWJPO Budget.

**RESOLUTION**

**6b. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year (FY)2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Farmington, 4th and Willow TSS Reduction Project (Project)**

**WHEREAS**, in 2024, the Minnesota Board of Water and Soil Resources (BWSR) solicited water quality improvement activities from local stakeholders in the Vermillion River Watershed for FY2024-2025 Watershed-Based Implementation Funding (WBIF) grant consideration; and

**WHEREAS**, the WBIF functions to provide a guaranteed biannual funding stream to watersheds for water quality improvement projects; and

**WHEREAS**, the WBIF provides a mechanism to allow local government units to act as project managers for proposed projects while the VRWJPO assumes fiscal oversight; and

**WHEREAS**, activities were submitted by local stakeholders, and those stakeholders reviewed and discussed the activities; and

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

**WHEREAS**, the Project is estimated to cost \$117,120; and

**WHEREAS**, the BWSR has approved the budget request and has provided the Vermillion River Watershed Joint Powers Organization (VRWJPO) with a grant agreement (Grant) totaling \$71,013 for the Project; and

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

**WHEREAS**, the VRWJPO will directly contribute up to \$39,207 toward the local match and provide in-kind grant administration services that will be paid for from the Capital Improvement Project category of the VRWJPO budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Grant with the Board of Soil and Water Resources in an amount not to exceed \$71,013 for FY2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Farmington, 4th and Willow TSS Reduction Project; subject to approval as to form by the Dakota County Attorney’s Office.

**6c. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey TSS Reduction Project**

Meeting Date: 10/24/24  
Item Type: Consent-Action  
Contact: Jeff Dunn  
Telephone: 952-891-7140  
Prepared by: Jeff Dunn  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a grant agreement (Grant) with the Minnesota Board of Water and Soil Resources (BWSR) for Fiscal Year (FY) 2024-2025 Watershed-Based Implementation Funding (WBIF) for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey TSS Reduction Project (Project).

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a Grant with the BWSR for FY 2024-2025 WBIF for activities in the Vermillion River Watershed.

The foundations of the WBIF are: to present a guaranteed biannual funding stream to watersheds for water quality improvement projects, to allow for collaboration among local government units within the Watershed, to provide funding to high-priority projects according to partner-defined metrics, while poising the VRWJPO to lead in fiscal oversight. Partnering local governments are then tasked with overseeing bidding procedures, contractor oversight, etc. These characteristics set the WBIF apart from traditional competitive grant funding, where the grantee would be responsible for both overall project management as well as fiscal oversight.

In 2024, the BWSR requested prioritized activities from local stakeholders in the Vermillion River Watershed that addressed water quality improvement for WBIF consideration. Activities were submitted by local stakeholders and those stakeholders reviewed and discussed the submittals. The outcome was an approved list of activities submitted to the BWSR through a formal budget request for FY 2024-2025 WBIF grant funding consideration. The BWSR has approved the budget request and has provided the VRWJPO with a Grant for the Project.

The Project is estimated to cost \$325,000. The Grant will provide \$197,055 toward the Project. The Grant has a 10-percent local match requirement that is being met using a combination of funding from City of Hastings, Dakota County, and the VRWJPO. The VRWJPO will contribute \$120,445 in cash match towards the Project. The City of Hastings will contribute \$2,500 in cash match towards the Project. Dakota County will contribute \$5,000 in cash match towards the Project.

VRWJPO staff recommend executing a Grant with the BWSR for WBIF for the Project in an amount not to exceed \$197,055.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will provide up to \$120,445 and in-kind grant administration services from the Capital Improvement Projects portion of the VRWJPO Budget.

**RESOLUTION**

**6c. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year (FY) 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey TSS Reduction Project (Project)**

**WHEREAS**, in 2024, the Minnesota Board of Water and Soil Resources (BWR) solicited water quality improvement activities from local stakeholders in the Vermillion River Watershed for FY 2024-2025 Watershed-Based Implementation Funding (WBIF) grant consideration; and

**WHEREAS**, the WBIF functions to provide a guaranteed biannual funding stream to watersheds for water quality improvement projects; and

**WHEREAS**, the WBIF provides a mechanism to allow local government units to act as project managers for proposed projects while the VRWJPO assumes fiscal oversight; and

**WHEREAS**, activities were submitted by local stakeholders, and those stakeholders reviewed and discussed the activities; and

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

**WHEREAS**, the Project is estimated to cost \$325,000; and

**WHEREAS**, the BWSR has approved the budget request and has provided the Vermillion River Watershed Joint Powers Organization (VRWJPO) with a grant agreement (Grant) totaling \$197,055 for the Project; and

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

**WHEREAS**, the VRWJPO will directly contribute up to \$120,445 toward the local match and provide in-kind grant administration services that will be paid for from the Capital Improvement Project category of the VRWJPO budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Grant with the Board of Soil and Water Resources in an amount not to exceed \$197,055 for FY 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey TSS Reduction Project; subject to approval as to form by the Dakota County Attorney’s Office.

**6d. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for North Creek – City of Lakeville, Firelight Way TSS Reduction Project**

Meeting Date: 10/24/24  
Item Type: Consent-Action  
Contact: Jeff Dunn  
Telephone: 952-891-7140  
Prepared by: Jeff Dunn  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a grant agreement (Grant) with the Minnesota Board of Water and Soil Resources (BWSR) for Fiscal Year (FY) 2024-2025 Watershed-Based Implementation Funding (WBIF) for North Creek – City of Lakeville, Firelight Way TSS Reduction Project (Project).

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a Grant with the BWSR for FY2024-2025 WBIF for activities in the Vermillion River Watershed.

The foundations of the WBIF are: to present a guaranteed biannual funding stream to watersheds for water quality improvement projects, to allow for collaboration among local government units within the Watershed, to provide funding to high-priority projects according to partner-defined metrics, while poising the VRWJPO to lead in fiscal oversight. Partnering local governments are then tasked with overseeing bidding procedures, contractor oversight, etc. These characteristics set the WBIF apart from traditional competitive grant funding, where the grantee would be responsible for both overall project management as well as fiscal oversight.

In 2024, the BWSR requested prioritized activities from local stakeholders in the Vermillion River Watershed that addressed water quality improvement for WBIF consideration. Activities were submitted by local stakeholders and those stakeholders reviewed and discussed the submittals. The outcome was an approved list of activities submitted to the BWSR through a formal budget request for FY 2024-2025 WBIF grant funding consideration. The BWSR has approved the budget request and has provided the VRWJPO with a Grant for the Project.

The Project is estimated to cost \$296,010. The Grant will provide \$184,300 toward the Project. The Grant has a 10-percent local match requirement that is being met using a combination of funding from City of Lakeville, Dakota County, and the VRWJPO. The VRWJPO will contribute \$10,000 in cash match towards the Project. The City of Lakeville will contribute \$91,710 in cash match towards the Project. Dakota County will contribute \$10,000 in cash match towards the Project.

VRWJPO staff recommend executing a Grant with the BWSR for WBIF for the Project in an amount not to exceed \$184,300.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will provide up to \$10,000 and in-kind grant administration services from the Capital Improvement Projects portion of the VRWJPO Budget.

**RESOLUTION**

**6d. Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for Fiscal Year (FY) 2024-2025 Watershed-Based Implementation Funding for North Creek – City of Lakeville, Firelight Way TSS Reduction Project (Project)**

**WHEREAS**, in 2024, the Minnesota Board of Water and Soil Resources (BWR) solicited activities from local stakeholders in the Vermillion River Watershed that addressed water quality improvement for FY 2024-2025 Watershed-Based Implementation Funding (WBIF) grant consideration; and

**WHEREAS**, the WBIF functions to provide a guaranteed biannual funding stream to watersheds for water quality improvement projects; and

**WHEREAS**, the WBIF provides a mechanism to allow local government units to act as project managers for proposed projects while the VRWJPO assumes fiscal oversight; and

**WHEREAS**, activities were submitted by local stakeholders, and those stakeholders reviewed and discussed the activities; and

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

**WHEREAS**, the project is estimated to cost \$296,010; and

**WHEREAS**, the BWSR has approved the budget request and has provided the Vermillion River Watershed Joint Powers Organization (VRWJPO) with a grant agreement (Grant) totaling \$184,300 for the Project; and

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

**WHEREAS**, the VRWJPO will directly contribute up to \$10,000 toward the local match and provide in-kind grant administration services that will be paid for from the Capital Improvement Project category of the VRWJPO budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Grant with the Board of Soil and Water Resources in an amount not to exceed \$184,300 for FY 2024-2025 Watershed-Based Implementation Funding for North Creek – City of Lakeville, Firelight Way TSS Reduction Project; subject to approval as to form by the Dakota County Attorney’s Office.



**Vermillion River Watershed Joint Powers Organization**

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

**August 2024 Expense Report**

The invoices submitted between July 1, 2024 and July 31, 2024 total: \$110,989.55

The invoices submitted between August 1, 2024 and August 31, 2024 total:

<b><u>Invoice</u></b>	<b><u>Vendor</u></b>		<b><u>Amount</u></b>
	DC AUGUST STAFF TIME	\$	44,395.56
	DC LEGAL FEES	\$	937.78
IN31113	SCOTT COUNTY MN = 10007965	\$	1,075.22
023-048-9	HOISINGTON KOEGLER GROUP INC (HKGI) = 10003976	\$	2,976.25
2267453	STANTEC CONSULTING SERVICES INC = 10001093	\$	335.25
2024-070	SCOTT COUNTY SWCD = 10014159	\$	14,226.75
80623	THE JOURNAL	\$	158.40
1590	FRESHWATER SOCIETY = 10003115	\$	3,000.00
23191497.01-3	BARR ENGINEERING CO = 10000789	\$	2,534.00
A202406010	TUNHEIM ACQUISITIONS INC	\$	35,520.00
A202407016	TUNHEIM ACQUISITIONS INC	\$	23,160.00
<b>Total Expenses</b>			<b>\$ 128,319.21</b>

**Action Requested: Approval of all expenses as presented**





**Vermillion River Watershed Joint Powers Organization**

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

**September 2024 Expense Report**

The invoices submitted between August 1, 2024 and August 31, 2024 total: \$128,319.21

The invoices submitted between September 1, 2024 and September 30, 2024 total:

<b><u>Invoice</u></b>	<b><u>Vendor</u></b>		<b><u>Amount</u></b>
	DC Staff Time	\$	40,661.56
	DC Legal	\$	4,002.29
IN31376	Scott County	\$	2,515.45
IN31377	Scott County	\$	834.29
023-048-10	HKGi	\$	2,162.50
2278702	Stantec	\$	1,781.76
9195008	Dept of Interior USGS	\$	2,213.50
23191497.01-4	Barr Engineering	\$	1,301.50
PCard	Amazon: 4in Screws and Glue	\$	53.86
<b>Total Expenses</b>			<b>\$ 55,526.71</b>

**Action Requested: Approval of all expenses as presented**

**8a. Authorization to Execute a Joint Powers Agreement with the Minnesota Board of Water and Soil Resources for a Wetland Bank Credit Partnership for Development of the Mork Wetland Bank in Castle Rock Township**

Meeting Date: October 24, 2024  
 Item Type: Regular-Action  
 Contact: Kelly Perrine  
 Telephone: 952-891-7002  
 Prepared by: Travis Thiel



**PURPOSE/ACTION REQUESTED**

- Seeking authorization to execute a joint powers agreement (JPA) with the Minnesota Board of Water and Soil Resources (BWSR) for a wetland bank credit partnership for development of the Mork Wetland Bank in Castle Rock Township

**SUMMARY**

Vermillion River Watershed Joint Powers Organization (VRWJPO) staff are requesting the Vermillion River Watershed Joint Powers Board (VRWJPB) authorize execution of a JPA with the BWSR for a wetland bank credit partnership for development of the Mork Wetland Bank in Castle Rock Township.

In late 2023, the Dakota County Soil and Water Conservation District (SWCD), on behalf of the VRWJPO, applied to the BWSR for a wetland bank partnership project as a part of the Local Government Road Wetland Replacement Program (LGRWRP). The LGRWRP was established to provide a mechanism for cities, townships, and counties an opportunity to offset wetland mitigation costs for certain qualifying road reconstruction, repair, and rehabilitation projects. Through the partnership, the BWSR and VRWJPO will work together to design and construct the wetland mitigation bank. The application was approved by the BWSR in early 2024.

The project would result in an easement over approximately 75 acres of land currently and historically in agricultural production. Approximately 60 acres of that area will be restored to wetland, or upland wetland buffer. In accordance with the LGRWRP policy, half of the 60 acres of restored wetland credits would be available to the VRWJPO to sell on the wetland bank market at a cost set by the VRWJPB. The other half of the wetland bank credits would be sold to the BWSR for their use in the LGRWRP. Following approval, VRWJPO, SWCD, and the BWSR began discussing aspects of easement acquisition, project design, funding, schedule, and other related details.

VRWJPO, SWCD, and the BWSR staff evaluated the costs for restoration, monitoring, and management of the site to meet State and Federal performance standards to have credits released to sell on the wetland bank market. As a result of that evaluation, it is estimated the cost of the easement, restoration, management, monitoring, and other tasks associated with the process will be \$1,539,887. Through negotiations with the BWSR, staff set a sale price of \$27,000 per credit for the credits that the BWSR will purchase from the VRWJPO, resulting in revenue totaling \$810,000 from the BWSR. The revenue will be received incrementally based on the following payment schedule:

Milestone	Payment Threshold	Number of Credits Transferred to the State	Payment Amount
Initial payment	WCA bank plan approval, execution of Corps Mitigation Banking Instrument and State's	None	\$405,000.00

	acceptance of recorded wetland bank easement.		
Initial credit deposit	Credit deposit/release approved by the LGU and Corps.	50% of the total credits approved for deposit by both the Corps and WCA LGU	number of credits deposited and transferred to the State multiplied by \$13,500.00
Interim Vegetation 1, 2 and hydrology credit deposits	Approval of credit deposit/release by LGU and Corps.	50 % of the total amount approved for deposit by both the Corps and the WCA LGU	number of credits deposited and transferred to the State multiplied by \$13,500.00
Final Deposit	Final credit deposit/release by LGU and Corps	50 % of total credits or the amount required to bring the total credits approved for deposit by both the Corps and WCA LGU to 30	\$81,000.00 or the total amount necessary to bring total payments to Grantor to \$810,000.00

The VRWJPO will receive additional revenue as credits are sold on the wetland bank market.

Assuming the easement is purchased in late 2025, the wetland bank is restored in late 2025 or 2026, managed to meet performance standards set by the state and federal governments, and reports are submitted in a timely fashion and approved by the state and federal governments, the VRWJPO would receive the full amount of expected revenue from the BWSR around 2031 or 2032.

Staff recommend the execution of a JPA with the BWSR for a wetland bank credit partnership for development of the Mork Wetland Bank.

**EXPLANATION OF FISCAL/FTE IMPACT**

Entering into the JPA with the BWSR will result in revenues of \$810,000 over the term of the agreement and would result in the VRWJPO’s obligation to pay the landowner for an easement, the costs of wetland restoration, management, and monitoring of the restoration at an estimated cost of \$1,539,887. It’s estimated the initial payment of \$405,000 would be received in early 2025. The VRWJPO will be able to sell 30 acres of wetland credit on the wetland bank market at a cost to be determined by the VRWJPB.

**Supporting Documents:**

Attachment A: Joint Powers Agreement with the BWSR for Wetland Bank Credit Partnership

**Previous Board Action(s):**

**RESOLUTION**

**8a. Authorization to Execute a Joint Powers Agreement with the Minnesota Board of Water and Soil Resources for a Wetland Bank Credit Partnership for Development of the Mork Wetland Bank in Castle Rock Township**

**WHEREAS**, the Vermillion River Watershed Joint Powers Organization (VRWJPO) has actions within its 2016-2025 Watershed Management Plan to identify, facilitate the acquisition of land, and restore wetlands for purposes of establishing wetland banks; and

**WHEREAS**, Dakota County Soil and Water Conservation District (SWCD) applied on behalf of the VRWJPO to the Minnesota Board of Water and Soil Resources (BWSR) for a wetland bank partnership project in Castle Rock Township in late 2023 on property owned by Orrie Mork; and

**WHEREAS**, the BWSR approved the application and staff have cooperatively moved forward with planning the acquisition of an easement, engineering, and restoration of a wetland on the Mork property; and

**WHEREAS**, staff estimate the proposed wetland bank will produce up to 60 acres of wetland banking credits that would be split evenly between the VRWJPO and the BWSR under the terms of this joint powers agreement (JPA); and

**WHEREAS**, staff estimate the cost to acquire the easement, restoration, management, monitoring, and other tasks associated with the process will be \$1,539,887; and

**WHEREAS**, the BWSR will purchase 30 acres of wetland bank credits from the VRWJPO at a cost of \$27,000 per acre for a total of \$810,000, which will be provided incrementally per the terms of the JPA; and

**WHEREAS**, the VRWJPO can sell its 30 acres of wetland bank credits on the wetland bank market at a cost set by the Vermillion River Watershed Joint Powers Board; and

**WHEREAS**, it is anticipated if the easement is purchased in early 2025, the wetland bank restored in late 2025 or 2026, managed to meet performance standards set by the State and Federal government, and reports are submitted in a timely fashion and approved by the State and Federal government, the VRWJPO would receive the full amount of expected revenue from the BWSR around 2031 or 2032.

**NOW, THEREFORE, BE IT RESOLVED**, the Vermillion River Watershed Joint Powers Board authorizes the execution of a Joint Powers Agreement with the Minnesota Board of Water and Soil Resources for a Wetland Bank Credit Partnership for Development of the Mork Wetland Bank, subject to approval by the Dakota County Attorney's Office and Scott County Attorney's Office as to form.

**State of Minnesota**  
**Board of Water and Soil Resources**  
**WETLAND BANK CREDIT PARTNERSHIP AGREEMENT**

This Agreement is made and entered into by and between Vermillion River Watershed Joint Powers Organization (“Grantor”) and the State of Minnesota by and through the Board of Water and Soil Resources (the “State”).

WHEREAS, the State is directed pursuant to Minn. Stat. § 103G.222, subd. 1(l) to establish wetlands to replace wetlands drained or filled by local government public transportation authorities for work on existing roads throughout the State of Minnesota (the Local Government Road Wetland Replacement Program or “LGRWRP”); and

WHEREAS, the State has, through a request for proposals, identified a potential wetland restoration project proposed by Grantor within Dakota County, Minnesota (the “Site”) that appears to be capable of producing wetland bank credits meeting the wetland replacement requirements of the Wetland Conservation Act of 1991 (Laws 1991, chapter 354, as amended) (“WCA”) and Section 404 of the Clean Water Act as administered by the Saint Paul District U.S. Army Corps of Engineers (the “Corps”); and

WHEREAS, the State and Grantor desire to enter into this Agreement for producing wetland credits for use in the LGRWRP.

NOW, THEREFORE, in accordance with WCA, and in consideration of the mutual promises and obligations contained in this Agreement, Grantor and the State agree as follows:

**A. PURPOSE.**

The Purpose of this Agreement is for the State to purchase a perpetual conservation easement (Easement) and associated wetland bank credits generated by the Grantor, with assistance from the State in the form of in-kind services from the project site (Site). The Site is depicted on the Concept Plan attached hereto as Exhibit A and incorporated herein by reference.

**B. TERMS OF PAYMENT.**

The State shall provide payment and in-kind services to the Grantor for the Easement and 30 wetland credits. The State and Grantor agree that the value of the Easement, 30 wetland credits at \$27,000.00 per credit, and the in-kind services associated with the engineering design, wetland bank plan development, mitigation banking instrument, and hydrology monitoring responsibilities are valued at \$810,000.00. The maximum purchase amount by the State unless a written amendment agreed to by both the State and Grantor shall be \$810,000.00.

Under no circumstances does the State provide any guaranty or assurance that the ultimate number of wetland credits approved/released by the WCA Local Government Unit (“LGU”) and/or Corps shall be equal to or greater than the estimate of 60 wetland credits. Pursuant to this Agreement, the State shall only be obligated to purchase, and Grantor shall only be obligated to sell to the State the number of wetland credits approved/released by the LGU and Corps up to the maximum purchase amount. However, this Agreement may be amended through mutual consent of the State and the Grantor to allow for the purchase of additional credits that are approved/released by the LGU and Corps at a price to be determined at that time. Any wetland credits approved/released by the LGU and/or Corps will be placed in the State wetland banking system in the Grantor’s account. Once credits are deposited, the State and Grantor will complete the required forms to transfer credits into a BWSR account consistent with the schedule in this Agreement.

Payments as part of this Agreement will be made in accordance with the following schedule (“Payment Schedule Table”):

**Payment Schedule Table**

<b>Milestone</b>	<b>Payment Threshold</b>	<b>Number of Credits Transferred to the State</b>	<b>Payment Amount</b>
Initial payment	WCA bank plan approval, execution of Corps Mitigation Banking Instrument and State’s acceptance of recorded wetland bank easement.	None	\$405,000.00
Initial credit deposit	Credit deposit/release approved by the LGU and Corps.	50% of the total credits approved for deposit by both the Corps and WCA LGU	number of credits deposited and transferred to the State multiplied by \$13,500.00
Interim Vegetation 1, 2 and hydrology credit deposits	Approval of credit deposit/release by LGU and Corps.	50 % of the total amount approved for deposit by both the Corps and the WCA LGU	number of credits deposited and transferred to the State multiplied by \$13,500.00
Final Deposit	Final credit deposit/release by LGU and Corps	50 % of total credits or the amount required to bring the total credits approved for deposit by both the Corps and WCA LGU to 30	\$81,000.00 or the total amount necessary to bring total payments to Grantor to \$810,000.00

**C. GRANTOR OBLIGATIONS.**

1. Subject to Grantor’s review and approval, Grantor shall sign the Wetland Bank Plan and mitigation bank instrument (MBI) when the State provides a final version ready for submittal to State and federal review agencies as part of the agency review and approval process.
2. Upon approval of the Wetland Bank Plan by the LGU and completion of a draft MBI and mitigation plan acceptable to the Corps, Grantor shall convey to the State the Easement in accordance with the requirements of WCA and the state wetland bank program which includes, but is not limited to, the following:
  - a. Recording the Easement.
  - b. Granting and recording an access easement in favor of wetland regulatory authorities if the Easement does not abut a public road.
  - c. Obtaining a title insurance policy acceptable to the State and naming the State as the insured.

State wetland banking requirements are contained in MN Rule Chapter 8420 and summarized in guidance available on the Board of Water and Soil Resources website <https://bwsr.state.mn.us/>.

3. The Grantor shall be responsible for all costs associated with the perpetual conservation easement and all applicable wetland bank fees including easement acquisition, establishment, deposit, transfer, stewardship and withdrawals (Minn. Stat. § 103B.103, Subd. 3 and Minn. Stat. § 103G.2242, Subd 14 and 15). The Grantor shall not be responsible for withdrawal, stewardship, and transfer fees associated with the movement of credits from the Wetland Bank Sponsor's account to a State account.
4. Upon recording of the Easement and signing of the MBI, Grantor shall implement the Wetland Bank Plan and receive construction certification verification from the LGU within two years of Wetland Bank Plan approval.
5. Grantor will assume post-construction vegetation monitoring duties in accordance with the Wetland Bank Plan and submittal of annual monitoring reports.
6. Grantor is responsible for all other required construction permits outside the jurisdiction of the WCA and Section 404 of the Federal Clean Water Act.
7. Grantor shall pursue timely requests for credit deposits/releases from the LGU and Corps in accordance with the credit release schedule approved with the Wetland Bank Plan. The amount of credits to be purchased by the State per this Agreement must be deposited/released by the LGU and Corps within six years of construction certification verification by the LGU.
8. Grantor shall complete and submit an invoice for each payment associated with the Payment Schedule Table, as described under Section B above.
9. Grantor must inform any purchaser of the Easement area of the terms of this Agreement and notify the State at least thirty (30) days prior to any sale or other transfer of the Easement area and/or any identified access route.

**D. STATE OBLIGATIONS.**

1. The State shall develop a complete design and construction plan as part of the in-kind services. This task includes all labor and materials associated with the development of the construction plan for the Site including site evaluation, survey, design analysis, construction preparation and oversight. Also included are engineering post-construction inspections and project closeout.
2. The State shall prepare all Wetland Bank Plan documents to be approved in accordance with the WCA and Corps wetland bank approval processes. It includes all agency coordination and approvals necessary under the State Wetland Conservation Act and Sections 404 and 401 of the Federal Clean Water Act.
3. The State shall perform pre- and post-construction hydrology monitoring in accordance with the Wetland Bank Plan and provide data to the Grantor.
4. The State will transfer credits deposited into Grantor's account into the State's LGRWRP account, when transfer forms are signed by the State and Grantor in the amounts specified in the Payment Schedule Table.
5. The State will disburse payments directly to Grantor as calculated pursuant to Section B of this Agreement.

## **E. TERMS OF AGREEMENT CANCELLATION.**

1. The State may immediately cancel this Agreement or decrease the number of credits contemplated by this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services and wetland credits covered herein. Cancellation must be by written or fax notice to the Grantor. The State is not obligated to pay for any services or wetland credits that are provided after notice and effective date of cancellation. However, the Grantor will be entitled to payment determined on a pro rata basis, for services and for the State's portion of wetland credits previously approved/released by the LGU and Corps prior to the State's cancelled of this Agreement. The State will not be assessed any penalty if the Agreement is cancelled because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantor notice of the lack of funding within a reasonable time of the State's receiving that notice.
2. Grantor may cancel the Agreement, without liability, at any time prior to submission of the draft mitigation bank instrument and mitigation plan. If Grantor elects to cancel this Agreement according to this clause, it shall provide written notice to the State.
3. The State may, at any time, cancel this Agreement without liability if Grantor has not fully complied with Section C of this Agreement.
4. If the State elects to cancel this Agreement pursuant to Section E paragraph 3, it shall give written notice to Grantor. Grantor shall have sixty days from the date of postmark of the mailing of the State's cancellation notice to achieve compliance, obtain approval, or satisfy, at the sole discretion of the State, any concern related to compliance with the terms and conditions of this Agreement. If compliance is not achieved, then cancellation of this Agreement shall be final, and the State shall have no further obligations to Grantor under this Agreement.
5. If the State elects to cancel the Agreement, the following additional conditions will apply depending on the timing of the cancellation as follows:
  - a. If the Easement has not been recorded, this Agreement is cancelled upon Grantor's failure to cure any noncompliance pursuant to Section E, paragraph 4; no further action is necessary.
  - b. If the Easement has been recorded but no credits have been deposited/released, upon Grantor's failure to cure any noncompliance pursuant to Section E, paragraph 4, all payments made to Grantor pursuant to Section B of this Agreement shall be returned to the State and the State shall record a termination of the Easement; or through mutual agreement with Grantor, the State may assume the implementation of the approved Wetland Bank Plan and all credits subsequently generated would accrue to the State.
  - c. If the Easement has been recorded and credits have been deposited/released, upon Grantor's failure to cure any noncompliance pursuant to Section E, paragraph 4, payments made to Grantor in excess of the value of the credits deposited at the time of the cancellation pursuant to the agreed-to cost per credit shall be returned to the State and the State, through mutual agreement with Grantor, may assume the implementation of the Wetland Bank Plan and all credit subsequently generated would accrue to the State. If



Grantor does not agree to allow the State to assume implementation of the Wetland Bank Plan, at the State's discretion, Grantor shall return all payments to the State and all deposited credits shall be removed from the State wetland banking system and the Easement terminated.

- d. The State's option to terminate this Agreement and receive the return of all amounts previously paid by the State shall not preclude the State from pursuing and being awarded any other remedy available at law or in equity in the event of non-compliance with the above timeline or other breach of this Agreement.
- e. Any amounts that are to be repaid under this Agreement shall be payable, upon demand, and, if not paid when due, shall bear interest until paid at the rate of ten percent (10%) per annum.

**F. IT IS MUTUALLY AGREED THAT:**

1. Each party will be responsible for their own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the others and the results thereof.
2. This Agreement shall be binding upon the parties and their respective successors and assigns provided, however, that the Grantor may not assign any of its rights or obligations under this Agreement without the prior written consent of the State. No change or modification of the terms or provisions of this Agreement shall be binding on any party unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.
3. Neither the failure by any party, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure by any party to exercise any right, privilege, or remedy conferred herein, or afforded by law, shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of any party in exercising any right or remedy herein shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof, or the exercise of any other right or remedy.
4. This Agreement embodies the entire agreement between the parties, and there are no other agreements, either oral or written, between the parties on the subject matter hereof.
5. If any term or provision of this Agreement is finally judged by any court to be invalid, the remaining terms and provisions shall remain in full force and effect, and they shall be interpreted, performed, and enforced as if said invalid provision did not exist.
6. In addition to any notice required under applicable law to be given in another manner, any notices required herein, must be in writing and shall be sent by U.S. Mail to the appropriate address as specified herein below, or such different address as may hereafter be specified, by written notice to the others.

<b>To Grantor:</b>	<b>To State:</b>
Vermillion River Watershed Joint Powers Organization	Board of Water and Soil Resources
4100 220 <sup>th</sup> Street West #103	520 Lafayette Road North
Farmington, MN 55024	St. Paul, MN 55155
Attn: Mike Slavik, Chair, or successor	Attn: Dennis Rodacker

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

**G. EFFECTIVE DATE.**

This effective date of this Agreement shall be the date it is fully executed by the Grantor and the State. This Agreement shall terminate upon the earlier to occur of: (i) one hundred eighty (180) days after the Site’s final credit release, (ii) upon notice of cancellation of the Agreement in accordance with Section E above, or (iii) Ten years from the effective date of this Agreement.

**F. ADDITIONAL PROVISIONS.**

- The Grantor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Grantor or the State.

If the Grantor receives a request to release the data referred to in this clause, the Grantor must immediately notify and consult with the State’s Authorized Representative as to how the Grantor should respond to the request. The Grantor’s response to the request shall comply with applicable law.

- State Audits. Under Minn. Stat. § 16C.05, subd. 5, the Contractor’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Grantor and the State have caused this Agreement to be duly executed intending to be bound thereby.

**GRANTOR(S) SIGNATURE(S) AND ACKNOWLEDGEMENT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Notary Stamp or Seal)

Notary Signature \_\_\_\_\_

APPROVED AS TO FORM:

/s/ Brian J. Wisdorf 9/13/2024  
Assistant County Attorney/Date  
KS-24-541

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**State Encumbrance Verification**  
*Individual certifies that funds have been encumbered  
as required by Minn. Stat. §§ 16A.15 and 16C.05*

Signature: \_\_\_\_\_

SWIFT Contract No./PO No.: \_\_\_\_\_

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**STATE SIGNATURE**

By: \_\_\_\_\_  
Board of Water and Soil Resources

Dated: \_\_\_\_\_

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**Approved as to form and execution:**

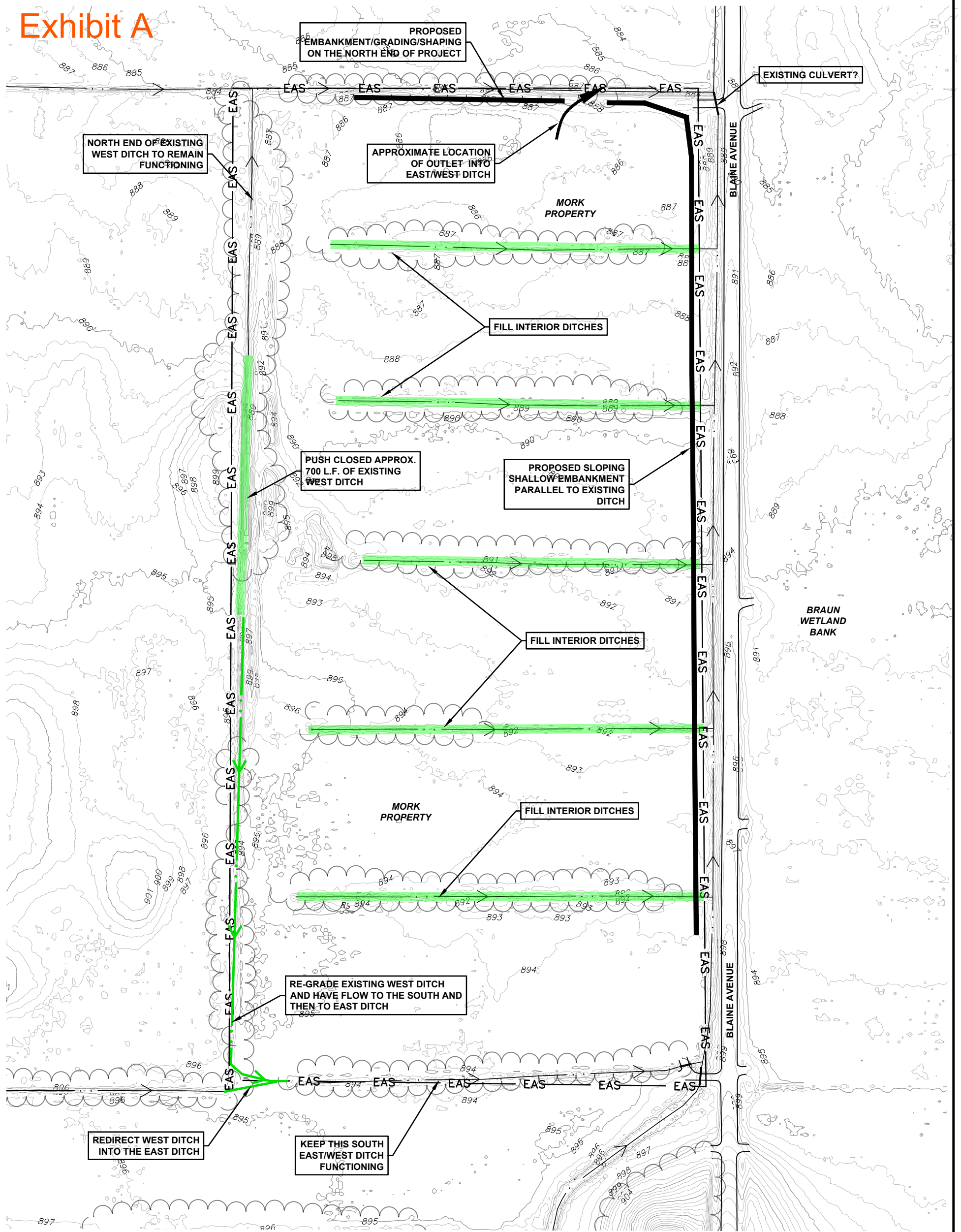
By: \_\_\_\_\_  
Department of Administration

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

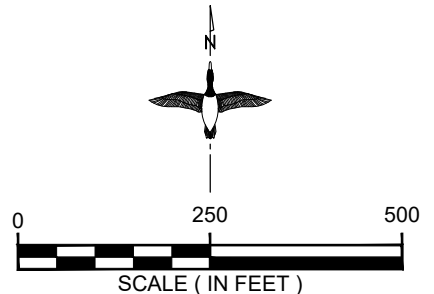
Attach: Exhibit A (Concept Plan)

THIS AGREEMENT WAS DRAFTED BY: Board of Water and Soil Resources, 520 Lafayette Road N. St. Paul, MN 55155

# Exhibit A



LEGEND			
	EXISTING DITCH		PROPOSED CONSERVATION EASEMENT
	EXISTING TILE		PROPOSED DITCH
	EX-FIELD-EDGE		PROPOSED DITCH FILL
	EX-TREELINE		PROPOSED EMBANKMENT



PROJECT #:  
**2021-205**

SHEET NO.  
**1** OF **1**

**MORK - DAKOTA COUNTY  
WETLAND BANKING PROJECT**

**CONCEPT PLAN**



HORIZ DATUM: NAD83	SURVEY DATE: .	DESIGN DATE: .
VERT DATUM: NAVD88	SURVEYED BY: .	DESIGNED BY: .
GEODETIC CONTROL REF:	DRAWN BY: .	DRAWN BY: .
CONTROL EL.: .	CHECKED BY: .	CHECKED BY: .

**8b. Authorization to Execute Contract with Sunram Construction, Inc. for 78-06 South Branch Nitrate Treatment Project Berm Repair**

Meeting Date: 10/24/24  
Item Type: Regular-Action  
Contact: Jeff Dunn  
Telephone: 952-891-7140  
Prepared by: Jeff Dunn



**PURPOSE/ACTION REQUESTED**

- Authorization to Execute Contract with Sunram Construction, Inc. for the 78-06 South Branch Nitrate Treatment Project Berm Repair

**SUMMARY**

In 2019, concurrent with the Dakota County 78-06 road reconstruction project, Vermillion River Watershed Joint Powers Organization (VRWJPO) staff worked with Dakota County Environmental Resources and Transportation Departments to construct a nitrate treatment wetland adjacent to required stormwater, floodplain, and wetland mitigation practices. The 78-06 South Branch Nitrate Treatment Project was funded with a State of Minnesota Clean Water Fund (CWF) grant and local match dollars. The project was designed to capture and treat upstream agricultural drainage known to have elevated levels of nitrate. To create the wetland, the contractor installed a large berm and a rip rap overflow and seeded the area with native vegetation to create the wetland impoundment that would perform the treatment.

In July 2024, after a markedly wet spring and early summer, staff observed a berm failure in the northeastern corner of the wetland. Repair of the Project includes excavating and rebuilding the failure point of the berm, minor building up of the berm in other locations to optimize performance, and installing a new articulating concrete mat that can safely convey stormwater in an overtopping elevation without damaging the earthen berm of the wetland.

In July of 2024, the VRWJPO was notified by Dakota County Risk Management that emergency relief funding resulting from the Spring 2024 flooding events is available through the Minnesota Department of Homeland Security Emergency Management (HSEM). On August 5, 2024, staff submitted documentation seeking potential disaster relief funding which could be made available in 2025. If approved, this funding would provide up to 75 percent reimbursement of the total costs to offset direct VRWJPO construction costs for the Project. At present, the VRWJPO is awaiting the outcomes of the reimbursement request.

Starting in August of 2024, development of design documents, specifications, engineer’s estimate, and contract bid were completed by VRWJPO Staff with a final engineer’s estimate of construction costs of \$93,679 to complete the work. On September 25, 2024, VRWJPO staff solicited quotes from multiple contractors who have worked in grading and water quality projects with the VRWJPO and our partners. One quotation was received from the contractors, and the quotation is summarized in Attachment A. The only quote received was \$91,185 from Sunram Construction, Inc. for construction of the project.

**RECOMMENDATION**

Staff recommends the VRWJPB authorize the execution of a contract with Sunram Construction, Inc. to complete the Project berm repairs in an amount not to exceed \$91,185.

**EXPLANATION OF FISCAL/FTE IMPACT**

Costs associated for berm Repairs will be paid through the Capital Improvement Projects Maintenance/Repair Fund category.

**RESOLUTION**

**8b. Authorization to Execute Contract with Sunram Construction, Inc. for BMP 78-06 Water Quality Wetland Berm Repairs Project**

**WHEREAS**, the 78-06 South Branch Nitrate Treatment Project (Project), a constructed wetland, was completed in 2019 in partnership with Dakota County Environmental Resources and Transportation Departments as Dakota County Highway 78 was being reconstructed; and

**WHEREAS**, the Project is a constructed woodchip-enhanced wetland that reduces nitrate in drainage water from upstream agricultural land; and

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

**WHEREAS**, the Project provides an estimated pollutant reduction of 13,600 lbs. of nitrate per year and 15,200 lbs. of sediment per year from the South Branch Vermillion River subwatershed; and

**WHEREAS**, it was observed in July 2024 that heavy rains had compromised a berm that is integral to the performance of the Project; and

**WHEREAS**, In July of 2024, the VRWJPO was notified by Dakota County Risk Management that emergency relief funding resulting from the Spring 2024 flooding events might be applicable for the Project. If emergency funding is provided in 2025, it will provide up to 75 percent reimbursement of the total cost and will be used to offset direct VRWJPO construction costs for the Project; and

**WHEREAS**, VRWJPO staff worked to design repairs to the berm and other improvements to provide relief during heavy precipitation events that would put significant strain on the berm; and

**WHEREAS**, repairs to the Project includes excavating and rebuilding the failure point of the eastern berm, minor building up of the berm in other locations, and installing a new articulating concrete mat that can safely convey stormwater in an overtopping elevation without damaging the earthen berm, with an engineer's estimate of \$93,679; and

**WHEREAS**, staff distributed a request for quotes (RFQ) to three contractors in September 2024 for the Project repair; and

**WHEREAS**, one quote was received from Sunram Construction, Inc. totaling \$91,185; and

**WHEREAS**, costs associated with the Project repairs will be paid through the Capital Improvement Project Maintenance/Repair Fund category for a total of \$91,185 to complete the project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a contract with Sunram Construction, Inc. in an amount not to exceed \$91,185 for the Project repair; subject to approval as to form by the Dakota County Attorney's Office.

## Appendix A, Bid Tabulation

10/14/2024

Bid Item	Description	Unit	Quantity	VRW	VRW	Sunram Construction, Inc	Sunram Construction, Inc	MN Dirt Works	Minnesota Native Landscapes
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Unit Price
1	MOBILIZATION/DEMobilITIZATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 8,500.00	\$ 8,500.00	No Quote	No Quote
2	CLEARING AND GRUBBING	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,700.00	\$ 5,700.00		
3	SALVAGE AND RESPREAD TOPSOIL	CY	70	\$ 35.00	\$ 2,450.00	\$ 43.00	\$ 3,010.00		
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 750.00	\$ 750.00	\$ 4,000.00	\$ 4,000.00		
5	EXCAVATION AND HAUL OFFSITE	CY	130	\$ 60.00	\$ 7,800.00	\$ 80.00	\$ 10,400.00		
6	EMBANKMENT MATERIAL IMPORT	CY	250	\$ 65.00	\$ 16,250.00	\$ 72.00	\$ 18,000.00		
7	EROSION CONTROL	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,975.00	\$ 5,975.00		
8	EROSION CONTROL BLANKET-STRAW	SY	300	\$ 8.00	\$ 2,400.00	\$ 4.50	\$ 1,350.00		
9	TIED CONCRETE BLOCK OVERFLOW	SF	960	\$ 18.50	\$ 17,760.00	\$ 26.00	\$ 24,960.00		
10	SEEDING AND MULCHING	AC	0.7	\$ 1,500.00	\$ 1,050.00	\$ 12,200.00	\$ 8,540.00		
11	SEED MIXTURE 33-262	LBS	50	\$ 40.00	\$ 2,000.00	\$ 15.00	\$ 750.00		
				Project Subtotal	\$ 81,460.00	Project Total	\$ 91,185.00	Project Total	
				15% Contingency	\$ 12,219.00				
				Project Total	\$ 93,679.00				



**8c. Direction on the Format and Operations of the Vermillion River Watershed Planning Commission**

Meeting Date: October 24, 2024  
Item Type: Regular-Information  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel



**PURPOSE/ACTION REQUESTED**

- Direction is sought from the Vermillion River Watershed Joint Powers Board (VRWJPB) regarding the format and operations of the Vermillion River Watershed Planning Commission (WPC)

**SUMMARY**

Vermillion River Watershed Joint Powers Organization (VRWJPO) staff are requesting the VRWJPB provide direction on the format and operations of the WPC in order to draft revisions to the joint powers agreement (JPA) that formed the VRWJPO.

The JPA between Dakota and Scott Counties that formed the VRWJPO has not be updated since its adoption in 2002. Recent procedural and operational changes necessitated staff to evaluate changes to the JPA. That evaluation led to several proposed changes to the JPA that updates language that is out of date, inaccurate, and reflects the current procedures and operations of the VRWJPO. The existing JPA is included as Attachment A.

One matter that requires discussion and resolution by the VRWJPB is the format and operations of the WPC. The existing JPA requires that the WPC comply with open meeting law, requiring members to attend meetings in person, or if attending virtually, publicly posting the location where they are attending from and opening that location to the public. WPC members have expressed interest in virtually participating in meetings to accommodate their work/life balance. A proposed change in the JPA would strike the open meeting law requirement for WPC meetings, but that doesn't mean they would not be required to comply with the law depending on how the WPC operates its meetings. As a result, changes in operations or the makeup of the WPC could be considered to address this matter.

Staff have assembled options for the VRWJPB to consider regarding the format and operations of the WPC (attachment A), but other options may exist.

Staff will revise the JPA based on input from the VRWJPB and the revised JPA would be brought back before the VRWJPB for a motion to recommend approval by the Dakota and Scott County Boards of Commissioners.

**EXPLANATION OF FISCAL/FTE IMPACT**

No fiscal impact

**Supporting Documents:**

Attachment A: VRWJPO Joint Powers Agreement

Attachment B: WPC Format and Operations Background and Options

**Previous Board Action(s):**

**RESOLUTION**

**8c. Direction on the Format and Operations of the Vermillion River Watershed Planning Commission**

Information only.

**JOINT POWERS AGREEMENT  
BETWEEN DAKOTA COUNTY AND SCOTT COUNTY  
FOR VERMILLION RIVER WATERSHED**

WHEREAS, Minnesota Statutes § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, pursuant to Minn. Stat. § 103B.231 a watershed management plan is required for watersheds comprising all minor watershed units wholly or partly within the metropolitan area, in accordance with the requirements of § 103B.205 to § 103B.255; and

WHEREAS, the Vermillion River Watershed is a watershed comprising minor watershed units wholly within the metropolitan area, specifically, within Dakota County and Scott County; and

WHEREAS, pursuant to Minn. Stat. § 103B.231 if a watershed management organization within the metropolitan area is terminated, the counties containing the watershed unit shall prepare, adopt, and implement the watershed plan and shall have the planning, review, permitting, and financing authority of a watershed management organization specified in Minn. Stat. §§ 103B.211 to 103B.255; and

WHEREAS, the Vermillion River Watershed Management Organization, consisting of 21 cities and towns located within the Vermillion River Watershed ceased to exist as of August 1, 2000; and

WHEREAS, Dakota County and Scott County desire to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B. 211 to 103B.255; and

WHEREAS, Dakota County and Scott County desire to do so pursuant to the authority granted to them pursuant to Minn. Stat. § 471.59.

NOW, THEREFORE, in consideration of the mutual promises and benefits that Dakota County and Scott County shall derive herefrom, Dakota County and Scott County hereby enter into this joint powers agreement for the purposes herein.

I. Purposes.

This Agreement has been executed by Dakota and Scott Counties for the purposes set forth at Minn. Stat. § 103B.201 within the political boundary of the Vermillion River watershed located in Dakota County and Scott County, as shown on the attached Map A, hereby incorporated by reference. Specifically, the purpose of this Agreement is to establish a joint powers board that will (1) exercise leadership in the development of policies, programs and projects that will promote the accomplishment of the purposes found at 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 (2) 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 103B.

II. Joint Powers Board.

A. Creation and Composition of Joint Powers Board.

A joint powers board, known as the Vermillion River Watershed Joint Powers Board (VRWJPB), is established for the purposes contained herein with the powers and duties set forth in this Agreement. The VRWJPB shall consist of one county commissioner from Scott County and two county commissioners from Dakota County. The board of commissioners of each county shall appoint, by resolution, its representative(s) to the VRWJPB, together with one alternate commissioner. Resolutions appointing representatives of each county shall be filed with the clerk to the board of commissioners of Dakota County.

B. Terms.

Each county representative and alternate shall be appointed for a two-year term, except that the terms of the initial members shall extend from the date of their appointment through December 31, 2004. In the event that any county representative or alternate shall not have been appointed by the board of commissioners prior to expiration of the representative's term, the incumbent representative shall serve until a successor has been appointed.

C. Vacancies.

If the appointment of any representative commissioner or alternate is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate county board of commissioners. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist or if a representative fails to qualify or act as a commissioner.

D. Chair and Vice-chair.

The VRWJPB shall elect a chair and a vice-chair from its membership for one-year terms. The chair shall preside at all meetings of the VRWJPB and shall perform other duties and functions as may be determined by the VRWJPB. The vice-chair shall preside over and act for the VRWJPB during the absence of the chair.

E. Secretary/Treasurer.

The VRWJPB shall elect a secretary/treasurer from its membership for a one-year term. The secretary/treasurer shall submit all minutes of VRWJPB

meetings for approval by the VRWJPB and shall assist the chair in overseeing the VRWJPB's budget and finances.

F. Meetings.

The VRWJPB shall have regular meetings at least annually and at such times and places as the VRWJPB shall determine. Special meetings may be held on reasonable notice by the chair or by a majority of the VRWJPB upon terms and conditions as the VRWJPB may determine. The presence of a majority of the VRWJPB at a meeting shall constitute a quorum. The VRWJPB shall be subject to the requirements of the Open Meeting Law, Minn. Stat. Ch. 13D.

G. Voting.

Each county representative shall be entitled to one vote. If a county representative is absent that county's alternate is entitled to one vote. If more than one Dakota County representative is absent, Dakota County's alternate shall be entitled to only one vote. The VRWJPB shall function by a majority vote of the county representatives present.

H. Staff.

Dakota County and Scott County shall provide staff support to the VRWJPB. Dakota County and Scott County shall provide legal services as needed, and in accordance with law.

I. Duties of the VRWJPB.

The VRWJPB shall have the responsibility to prepare, adopt and implement a plan for the Vermillion River watershed that meets the requirements of Minn. Stat. § 103B.231; the responsibility to review and approve local water management plans as provided in Minn. Stat. § 103B.235; the responsibility to regulate the use and development of land in the Vermillion River watershed if the conditions found at Minn. Stat. §. 103B.211, subd. 1(3)(i)(ii)(iii) are present.

III. Powers of the VRWJPB.

A. General Powers.

The VRWJPB is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform the duties identified in paragraph II(I) above. Such authority shall include, but not be limited to, those specific powers enumerated in paragraph III (Sections B through I) herein. The VRWJPB may refer decisions for approval by the boards of commissioners of

Dakota County and Scott County. The VRWJPB shall not have the authority described at Minn. Stat. § 103B.211, subd. 1(a)(6).

B. Contracts.

The VRWJPB may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law, including contracts with Dakota County and/or Scott County. Additionally, the VRWJPB may enter into agreements pursuant to Minn. Stat. § 471.59. The VRWJPB may approve any contract up to the amount included in the approved annual budget and may authorize its chair to execute these contracts. No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the chair and vice-chair or by the chair and secretary/treasurer. The chair shall report to the VRWJPB and the VRWJPB shall ratify any such payments authorized under this provision at its next regular meeting.

C. Funds.

The VRWJPB may disburse funds in a manner which is consistent with the Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

D. Bylaws.

The VRWJPB shall have the power to adopt and amend such bylaws that it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations.

E. Grants and Loans.

The VRWJPB may apply for and accept gifts, grants or loans of money, other property or assistance from the United States government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

F. Property.

The VRWJPB may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as is provided for in this Agreement.

G. Insurance.

The VRWJPB may obtain any liability insurance or other insurance it deems necessary to insure itself and Dakota County and Scott County for action arising out of this Agreement.

H. Exercise of Powers.

All powers granted herein shall be exercised by the VRWJPB in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of the county which is the lead for the project shall apply to the VRWJPB.

I. Public Participation.

The VRWJPB shall provide for such public participation in the conduct of its activities as will promote understanding of its activities among the public and local governmental units affected by the activities and the informal resolution of disputes or complaints.

IV. Reservation of Authority.

All responsibilities not specifically set out to be jointly exercised by the VRWJPB under this Agreement are hereby reserved to the Counties.

V. Budgeting and Funding.

A. Budget.

By September 1 of each year, the VRWJPB shall adopt a budget for the following calendar year. Any proposed contribution from Dakota County or Scott County which the VRWJPB deems appropriate to be satisfied from the annual property tax levy must be recommended to Dakota County and Scott County prior to the date by which the counties shall establish their maximum levy pursuant to Minn. Stat. § 275.065, subd. 1. Other proposed contributions or assessments from Dakota County or Scott County may be made at any time.

B. County Funding.

If there is proposed funding from Dakota County or Scott County which is to be satisfied from the annual property tax levy, such proposed funding shall not become the obligation of either county unless and until the respective county has agreed to the funding as part of the county's annual budget and levy process pursuant to Minn. Stat. § 275.065. If there is proposed funding from Dakota County or Scott County which is not to be satisfied from the annual

property tax levy, such funding shall not become the obligation of either county until the respective county has agreed by resolution to the funding.

Any proposed funding from Dakota County or Scott County which has been included within the county's levy or which has been approved by resolution of the Dakota County or Scott County board of commissioners shall constitute an assessment against the county and shall be paid over to the VRWJPB pursuant to its terms, this Agreement, and as required by law.

C. Expenditure Policy.

Dakota County and Scott County agree that the budget for each year shall include expenditures which will benefit the portion of the Vermillion River Watershed located in Scott County.

D. Fiscal Agent.

Dakota County agrees to serve as the fiscal agent for the VRWJPB. Dakota County agrees to provide any and all budgeting and accounting services necessary or convenient for the VRWJPB. Such services include, but are not limited to, management of all funds, including county contributions and grant monies; payment for contracted services; relevant record keeping and bookkeeping. The treasurer/auditor of Dakota County shall act as controller for the VRWJPB and shall draw warrants to pay demands against the VRWJPB when the demands have been approved by the VRWJPB. Scott County retains the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from VRWJPB funds shall be credited back to that fund.

E. Accountability.

All funds shall be accounted for according to generally accepted accounting principles.

VI. Watershed Planning Commission.

As soon as practicable after appointment of the VRWJPB, the VRWJPB by resolution shall establish and make appointments to the Watershed Planning Commission (WPC). The VRWJPB shall utilize an open appointments process for making these appointments.

A. Responsibilities of WPC.

The WPC shall have the responsibility to advise the VRWJPB with respect to implementation of the VRWJPB's duties pursuant to this Agreement, including the responsibility to review, comment and recommend upon the proposed



watershed management plan; review, comment and recommend upon the proposed annual work plan and budget; and recommend action regarding disputes pursuant to section IX hereof.

B. Membership.

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

C. Conflict of Interest.

If any WPC member has a financial interest or personal interest with respect to the parties involved, or stands to realize a financial or personal gain or loss with respect to an action on any matter coming before the WPC, that member shall disclose this fact and be disqualified from taking part in any discussion or action on the matter as a member of the WPC. The chair of the WPC shall make rulings on such disqualifications. Any WPC member who believes that the WPC chair should be disqualified from any matter hereunder may refer the matter to the vice-chair who shall make a ruling on such disqualification.

D. Compensation.

Members of the WPC shall be eligible to receive a per diem payment of \$35 per meeting in lieu of expenses.

E. Officers.

The WPC shall elect a chair and vice-chair from among its members. The chair and vice-chair shall serve for one-year terms.

F. Meetings.

The WPC shall meet regularly pursuant to a schedule established by the WPC. Special meetings may be called by the chair. The WPC shall be subject to the Open Meeting Law, Minn. Stat. Ch. 13D.

G. Bylaws.

The WPC shall adopt bylaws governing its activities. Such bylaws shall be subject to approval by the VRWJPB and shall be consistent with law and terms of this Agreement.

H. Staff Support.

Dakota County and Scott County shall provide staff support to the WPC. The cost of such support will be funded through the budget of the VRWJPB. The VRWJPB also may make technical support available to the WPC.

VII. Indemnification.

If the VRWJPB incurs any expenses as a result of a claim for damages, the expenses and any damages paid shall be assessed against the counties in proportionate shares. Proportionality will be measured with reference to fault, percentage of county financial contribution, location of the project or other similar factors giving rise to the damages or expenses. Dakota County and Scott County hereby agree to indemnify, save, hold harmless and defend the VRWJPB, its officers, employees, and agents for negligent or intentional acts or omissions of itself, its officers, employees, and agents that result in expenses or damages assessed against the VRWJPB.

VIII. Records, Accounts, and Reports.

The books and records of the VRWJPB shall be subject to the provisions of Minn. Stat. Ch. 13. The VRWJPB annually shall give a complete written report of all financial activities for the previous fiscal year to the counties.

IX. Dispute Resolution.

Disputes between Dakota County and Scott County may be addressed by any means agreed upon by them, and may include the procedures set forth at Minn. Stat. § 103B.345.

X. Termination.

This Agreement shall terminate upon the withdrawal of either member county. Either county may withdraw upon one year's written notice to the other county. Withdrawal shall not act to discharge any liability incurred or chargeable to the withdrawing county before the effective date of the withdrawal. Such liability shall continue until discharged by law or agreement.

XI. Distribution of Surplus Funds and Property.

Upon termination of this Agreement, funds and property held by the VRWJPB shall then be distributed to Dakota County and Scott County in proportion to their contributions.

XII. Amendments.

This Agreement may be amended only in writing and upon consent of each of the county boards of commissioners of Dakota County and Scott County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

Karen Schaffer 8/9/02  
Assistant Dakota County Attorney/Date

COUNTY OF DAKOTA

By Donald J. Maher  
Donald J. Maher  
Chair, Board of Commissioners  
Date of Signature 8-20-02

ATTEST:

Mary S. Scheide  
Mary Scheide  
Clerk to the Board  
Date of Signature 8-20-02

Approved as to form:

Ann Marshall  
Assistant Scott County Attorney/Date

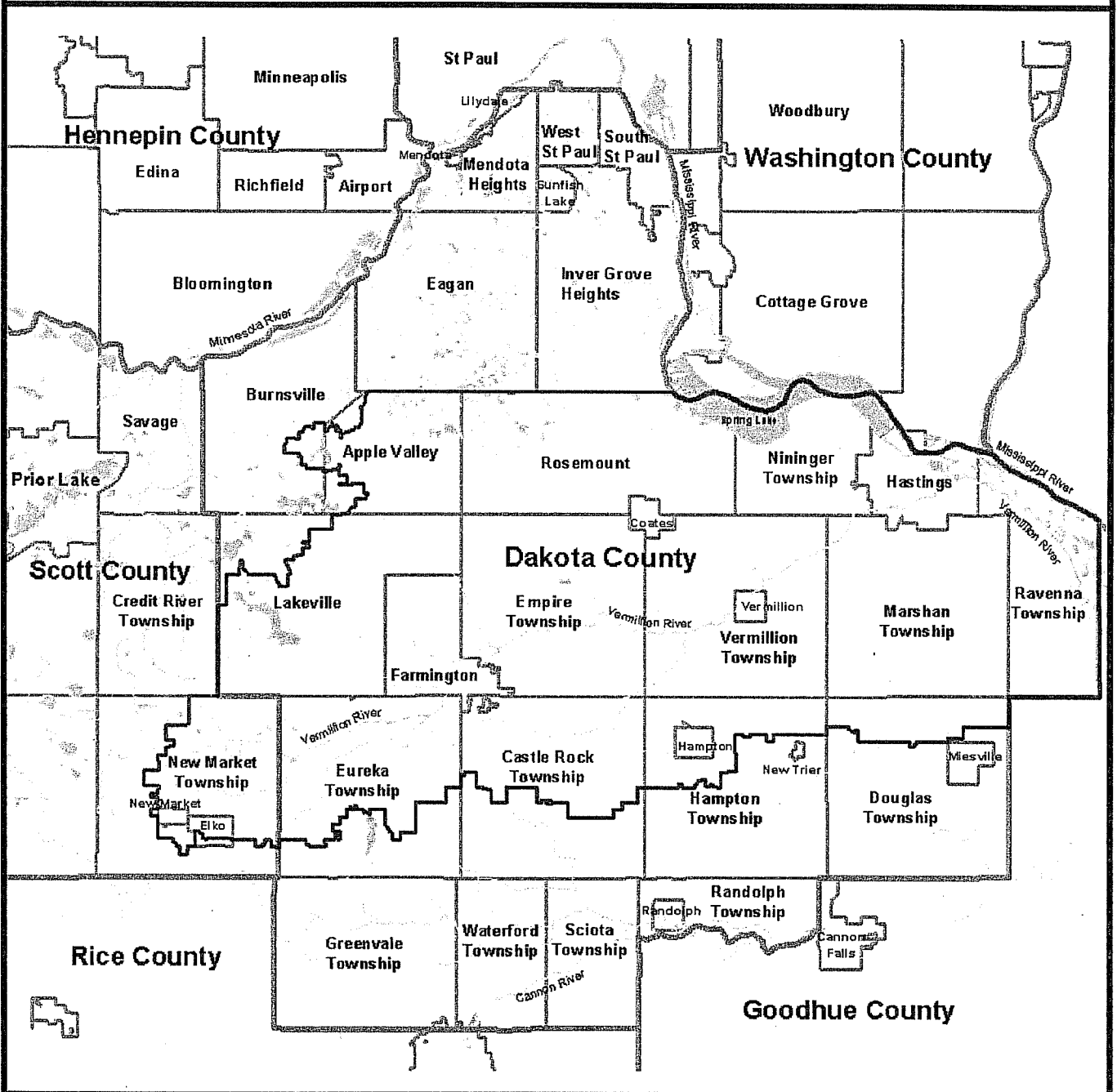
COUNTY OF SCOTT



By Barbara Marshall  
Title Chair  
Date of Signature 9/3/02

ATTEST:

John T. Platt  
Title County Administrator  
Date of Signature 9-5-02

# Vermillion River Watershed



-  Vermillion River Watershed (Dakota County)
-  Vermillion River Watershed (Scott County)



Prepared by: Dakota County Office of Planning, 2002

## VRWJPO WPC Format and Operation Background and Options

### Background

- WPC structure per existing JPA, process, or policy
  - 9 members who reside in watershed (8 Dakota, 1 Scott)
  - Are formally appointed
  - Currently provide recommendations to the JPB on select items (Plan, Budget, Disputes)
  - Currently required to meet in person per open meeting law
  - Term limits in place
  - Indicates WPC must meet regularly
- WPC structure per draft 2024 JPA revision (as of 9/23/24)
  - 9 members who reside in each respective county (8 Dakota, 1 Scott)
  - Are formally appointed
  - Provide review and comment rather than recommendations on select items (Plan, Budget, Disputes)
  - Requirement language to comply with open meeting law is struck, but doesn't eliminate the need given how the WPC currently operates
  - Term limits in place
  - Indicates WPC must meet regularly
- WPC vacancies and recruitment
  - Currently two vacancies on the WPC; one in Scott County, one in Dakota County
  - There has been an open vacancy on the WPC for a number of years, and there have been more periods where vacancies existed than periods where they didn't
  - Vacancies have led to challenges in establishing a quorum
  - Recruitment efforts are often not successful, resulting in long periods where vacancies exist
- Legal opinions from Dakota and Scott County legal counsels
  - WPC must meet in person per open meeting law if providing recommendations. Can meet virtually if the virtual attendees disclose their locations and open that location to the public, which may not be practical or reasonable.
  - Providing recommendations requires compliance with open meeting law versus providing comments that does not require compliance with open meeting law

## **Options and Considerations**

### **Option 1: Nothing changes, regularly scheduled in-person meetings, and compliance with open meeting law**

#### Considerations:

- Members of WPC have indicated their preference for virtual meetings to meet their work/life balance needs
- Existing JPA requires WPC to meet regularly pursuant to a schedule established by the WPC
- Meetings are currently held quarterly. Number of scheduled meetings could be further reduced to reduce staff time.

#### Pros:

- Would comply with open meeting law
- Requires no change in the existing JPA

#### Cons:

- Not providing a means for WPC members to attend virtually could be viewed negatively as it doesn't accommodate their participation
- Could result in continued challenges with recruiting, appointing, and retaining WPC members
- Hosting in-person meetings is staff time intensive

**Option 2: WPC reviews and provides comments rather than recommendations to the JPB, with regularly scheduled meetings**

Considerations:

- Staff would have to frame action items for WPC differently than was previously done when seeking recommendations
- Would allow for meetings to occur virtually since only comments are provided, as opposed to recommendations that would require in-person meetings per open meeting law

Pros:

- Would comply with open meeting law
- Virtual meetings would provide a modest reduction in the amount of staff time involved to host meetings
- Would accommodate the WPC's request to allow for virtual meeting participation
- Requires no change in the draft revised JPA

Cons:

- May be perceived as limiting the role, voice, or influence of the WPC

### **Option 3: WPC is an ad hoc group, in-person meetings, and compliance with open meeting law**

#### Considerations:

- Members of WPC have indicated their preference for virtual meetings to meet their work/life balance needs
- The WPC could stay as is with the JPB formally appointing a set number of members who would be convened as needed (for instance, during the watershed plan development process). Alternatively, the JPB could choose to not have a set number of members, WPC members are recruited as needed, perhaps appointed if the JPB prefers.

#### Pros:

- Would comply with open meeting law
- Significant reduction in WPC member involvement since they'd only be called upon for input during process or policy-related matters. This may be viewed positively for those feeling like they're rubber-stamping items that come before the JPB.

#### Cons:

- Without a means for virtual meetings, WPC members may view this negatively by not accommodating a means for their participation
- Significant reduction in WPC member involvement since they'd only be called upon for input during process or policy-related matters. This may be viewed negatively for those wanting to be involved
- Requires a change in the existing and draft revised JPA
- Hosting in-person meetings requires more staff time
- May require extra staff or participant time to provide needed background information to make informed comments on processes or policies



#### **Option 4: Allow virtual meeting attendance and WPC provides recommendations**

Considerations:

- No significant considerations

Pros:

- Virtual meetings would provide a modest reduction in the amount of staff time involved to host meetings
- Addresses WPC members desired to attend meetings virtually
- Would accommodate the WPC's request to allow for virtual meeting participation
- Requires no change to the existing JPA, but would require a change to the draft revised JPA

Cons:

- Would go against legal counsels' evaluation of legal risk associated with complying with open meeting law

**Option 5: Change the model of WPC to an ad hoc citizen advisory group only convened during significant processes or policy matters where input is needed (e.g. Watershed Plan development, Rules/Standards development).**

Considerations:

- The WPC could stay as is with the JPB formally appointing a set number of members who would be convened as needed. Alternatively, the JPB could choose to not have a set number of members, WPC members are recruited as needed, perhaps appointed if the JPB prefers.
- This model is the same or similar to other citizen advisory group models from WMOs in Dakota County.
- Considering the VRWJPO is a watershed organization formed by the two counties, it is uncertain if both County Boards would agree on this format for the WPC. Scott WMO also has a WPC that operates similarly to how the VRWJPO's WPC currently operates.

Pros:

- Significant reduction in WPC member involvement since they'd only be called upon for input during process or policy-related matters. This may be viewed positively for those feeling like they're rubber-stamping items that come before the JPB.
- Only requires participation as it's needed rather than having regularly scheduled meetings, significantly reducing staff time

Cons:

- Requires revisions to the existing and draft revised JPA
- Significant reduction in WPC member involvement since they'd only be called upon for input during process or policy-related matters. This may be viewed negatively for those wanting to be involved.
- May require extra staff or participant time to provide needed background information to make informed comments on processes or policies.

Object Category	MTD Actuals	YTD Actuals	% Budget	Budget	Balance
41 – County Levies	0	-525,662	53%	-1,000,000	-474,338
41002 – Dakota County Levy	0	-508,107	53%	-965,600	-457,493
41031 – Scott County Levy	0	-17,556	51%	-34,400	-16,844
43 – Investment Interest & Wetland Bank Revenue	-8,986	-120,273	29%	-420,800	-300,527
43099 - Wetland Bank Revenue	0	-60,088	15%	-406,800	-346,712
43291 - Interest on Investments	-8,986	-60,185	430%	-14,000	46,185
45 – Permit Revenue	0	-460	46%	-1,000	-540
47 – Grant Revenue	0	-750,015	77%	-977,250	-227,235
49 – Operations & CIP Carryovers	0	0	0%	-1,358,123	-1,358,123
49498 - Use of Fund Balance - Carryover (Operations & Programs)	0	0	0%	-672,000	-672,000
49495 - Use of Fund Balance (CIP)	0	0	0%	-686,123	-686,123
49498 - Use of Fund Balance - Carryover (example: Wetland Bank)	0	0	0%	0	0
<b>Total Revenue</b>	<b>-8,986</b>	<b>-1,396,410</b>	<b>37%</b>	<b>-3,757,173</b>	<b>-2,360,763</b>
51 – Salaries	44,011	363,340	0%	0	-363,340
51001 - Dakota County Staff Time	40,662	353,214	0%	0	-353,214
51003 - Scott County Staff Time	3,350	10,125	0%	0	-10,125
53 – Dept/County Support	11,462	94,670	12%	769,100	674,430
53002 - Administrative & Consulting	7,459	69,510	38%	182,100	112,590
53004 - Legal	4,002	25,160	101%	25,000	-160
54 – Travel & Training	0	400	15%	2,750	2,350
55 – Office Support	0	1,478	11%	13,000	11,522
57 – Operations & Programs	0	183,833	10%	1,904,310	1,720,477
59 – CIP	54	69	0%	70,000	69,931
<b>Total Expenses</b>	<b>55,527</b>	<b>643,790</b>	<b>23%</b>	<b>2,759,160</b>	<b>2,115,370</b>
<b>VERMILLION RIVER WATERSHED Surplus/Deficit</b>	<b>46,541</b>	<b>-752,620</b>		<b>-998,013</b>	<b>-245,393</b>

\*\*\*The Cash Reserve (\$998,013) is the difference in the overall budget