



Agenda

Vermillion River Watershed Joint Powers Board Meeting

September 25, 2025, 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 28, 2025, Meeting Action Page 2
6. Consent Agenda Action Page 7
 - a. Acceptance of Treasurer's Report
 - b. Authorization to Cancel the Wetland Bank Credit Partnership Agreement with the Minnesota Board of Water and Soil Resources for the Proposed Wetland Bank in Castle Rock Township
7. Approval of Expenses Action Page 13
8. Business Items Action Page 14
 - a. Authorization to Execute a Joint Powers Agreement with Dakota County for an Enhanced Street Sweeping Program Assessment
 - b. Adoption of the Vermillion River Watershed Joint Powers Organization Capital Improvement Program Watershed Partner Project Maintenance and Repair Financial Assistance Policy Action Page 22
9. Staff Reports
10. Adjourn Action

Please note, the September 25, 2025, 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: 250 720 001 229

Passcode: VY65Jw35

Dial in by phone

[+1 651-273-3070,,980027819#](#) United States, Hastings

[Find a local number](#)

Phone conference ID: 980 027 819#

Other Information

Next Meeting Date: **October 23, 2025**, 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 28, 2025, 1 p.m., in-person at the Dakota County Extension and Conservation Center, Farmington, MN, and virtual via Microsoft Teams

JPB Members in Attendance

- Dakota County Commissioner Bill Droste
- Dakota County Commissioner Mary Liz Holberg
- Scott County Commissioner Tom Wolf

Vermillion River Watershed Community Advisory Committee (CAC) Members in Attendance

- Brad Blackett (virtual)
- John Nicolai

Vermillion River Watershed Joint Powers Organization (VRWJPO) Staff in Attendance

- Travis Thiel, VRWJPO Administrator, Dakota County
- Melissa Bokman Ermer, VRWJPO Co-Administrator, Scott County
- Jeff Dunn, VRWJPO Water Resources Engineer, Dakota County
- Brita Moore-Kutz, VRWJPO Communications and Outreach Specialist, Dakota County
- Kelly Perrine, VRWJPO Senior Watershed Specialist, Dakota County

Others in Attendance

- Brian Wisdorf, Assistant County Attorney and VRWJPO Legal Counsel, Dakota County (virtual)
- Joe Barten, Project Supervisor, Dakota County Soil and Water Conservation District (SWCD) (virtual)
- Bruce Johnson, Board member, Dakota County SWCD

1. Call to Order

The meeting was called to order by Commissioner Wolf at 1 p.m.

2. Roll Call

Commissioners Droste, Holberg, and Wolf were present.

3. Audience Comments on Items Not on the Agenda

None.

4. Approval of Agenda

Res. No. VRW 25-29: Motion by Commissioner Holberg to approve the agenda, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.

5. Approval of Minutes from the July 24, 2025, Meeting

Res. No. VRW 25-30: Motion by Commissioner Droste to approve the minutes, seconded by Commissioner Holberg. Motion carried on a 3-0 voice vote.

6. Approval of Consent Agenda

- a. Acceptance of Treasurer's Report

Res. No. VRW 25-31: Motion by Commissioner Holberg to approve the consent agenda, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.

7. Approval of Expenses

Travis Thiel presented the expenses from July 1-31, 2025, totaling \$133,238.43.

Res. No. VRW 25-32: Motion by Commissioner Droste to approve the expenses, seconded by Commissioner Holberg. Motion carried on a 3-0 roll call vote.

8. Business Items

- a. Public Hearing to Receive Comments on and Adoption of the Draft Vermillion River Watershed Joint Powers Organization 2026 Budget and Watershed Management Tax District Levy

Res. No. VRW 25-33: Motion by Commissioner Holberg to open the public hearing, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.

No comments during the public hearing.

Commissioners reiterated that in the draft budget, the tax district levy was set at 5 percent above the 2025 levy, with expenses anticipating a 3.5 percent increase from the 2025 levy. The final budget and levy will be approved at the December 4, 2025, meeting. The amount levied cannot exceed the amount in the draft budget in the final budget and will be carried out by Dakota and Scott Counties through their taxation processes.

Res. No. VRW 25-34: Motion by Commissioner Holberg to close the public hearing, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.

Res. No. VRW 25-35: Motion by Commissioner Droste to adopt the draft budget and levy, seconded by Commissioner Holberg. Motion carried on a 3-0 voice vote.

- b. Authorization to Release the Draft 2026-2035 Vermillion River Watershed Management Plan for a 60-Day Review and Comment Period

Kelly Perrine presented the draft 2026-2035 Vermillion River Watershed Management Plan (WMP). The WMP must go through a 60-day review and comment period with state review agencies and local government stakeholders, followed by a time frame for the VRWJPO to address those comments and revise the WMP as needed before submitting for final review by the Minnesota Board of Water and Soil Resources.

Commissioner Holberg noted that on the Certifications page of the WMP, Dakota County Commissioner Mike Slavik was listed as the Chair of the VRWJPB. Kelly responded that the final WMP will be signed in 2026 and that staff had anticipated Commissioner Slavik would return to the JPB as Chair. Staff will update that page with whomever is serving as Chair at that time.

Res. No. VRW 25-36: Motion by Commissioner Holberg to authorize the release of the draft Plan for review and comment, second by Commissioner Droste. Motion carried on a 3-0 voice vote.

9. Staff Reports

Jeff Dunn

- The nitrate treatment wetland along County Road 78 in Castle Rock Township constructed by the VRWJPO needed significant repairs in 2024 because of heavy rains. The VRWJPO will be reimbursed from Minnesota's State Emergency Management funds for 75 percent of the repair cost since the governor issued a disaster declaration at the time of the severe weather that caused the repairs.

Kelly Perrine

- The Mork Wetland Bank project in Castle Rock Township is being canceled due to landowner withdrawal. Commissioners will receive a formal request to approve the cancellation at the September VRWJPB meeting.

Brita Moore-Kutz

- Brita asked for input from the Commissioners about the September 25 project site tour, as staff have not received much engagement from the city or township elected officials as the JPB was hoping for. The response was in favor of proceeding with the tour. Commissioners agreed to encourage officials in their areas to attend and contact Brita if they're interested.

Travis Thiel

- Minnesota Open Meeting Law now allows for virtual participation in some public meetings. Both Dakota and Scott County boards have been briefed on the change. The JPB can decide if they'd like to adopt virtual participation and take action on this matter at a future meeting.
- Commissioner Holberg asked for clarification on the meeting schedule for the JPB in December. Travis noted that the JPB does not meet in November due to the holiday schedule and instead meets the first Thursday in December. There is no meeting in late December either.

Melissa Bokman Ermer

- Melissa had previously offered to produce a report on bacteria findings in the headwaters area of the Vermillion River and what Scott County has done so far on the issue. She said that due to her duties with the Scott Watershed Management Organization Watershed Management Plan update, it was likely that she wouldn't be able to share such a report until the spring of 2026.
- Several Scott County officials representing the VRWJPO area of the County have received a tour invitation from Melissa.

10. Adjourn

Motion by Commissioner Droste, seconded by Commissioner Holberg. Motion carried on a 3-0 voice vote.



Next Meeting Date: Thursday, September 25, 2025, 1 p.m. – Dakota County Extension and Conservation Center, Conference Room A, and via teleconference on Microsoft Teams.

Respectfully submitted by:

Brita Moore-Kutz

Communications and Outreach Specialist, Vermillion River Watershed Joint Powers Organization

Attest

Commissioner Mary Liz Holberg

Secretary/ Treasurer

Date



2025 Vermillion River Watershed Joint Powers Organization

August 2025 Treasurer's Report					
Account Category	MTD Actuals	YTD Actuals	% Budget	Budget	Balance
41 – County Levies	0	539,032	52%	1,026,882	487,850
41002 – Dakota County Levy	0	520,075	52%	990,832	470,757
41031 – Scott County Levy	0	18,956	53%	36,050	17,094
43 – Investment Interest & Wetland Bank Revenue	21,408	192,726	120%	160,000	-32,726
43099 - Misc Other Revenue	15,120	153,471	140%	110,000	-43,471
43291 - Interest on Investments	6,288	39,255	79%	50,000	10,745
45 – Permit Revenue	0	60	6%	1,000	940
47 – Grant Revenue	0	77,427	9%	821,184	743,757
49 – Operations & CIP Fund Balance	0	0	0%	795,014	795,014
49495 - Use of Fund Balance (Operations)	0	0	-	0	0
49495 - Use of Fund Balance (CIP)	0	0	0%	795,014	795,014
Total Revenue	21,408	809,245	29%	2,804,080	1,994,835
53 – Salaries	34,069	333,747	61%	544,500	210,753
53001 - Dakota County Staff Time	33,551	327,656	63%	522,500	194,844
53039 - Scott County Staff Time	518	6,091	28%	22,000	15,909
53 – Dept/County Support	1,589	28,602	37%	78,100	49,498
53002 - Administrative & Consulting	0	16,214	31%	53,100	36,886
53004 - Legal	1,589	12,388	50%	25,000	12,612
54 – Travel & Training	0	0	0%	2,000	2,000
55 – Office Support	1	2,053	7%	30,000	27,947
57 – Operations & Programs	21,914	118,953	46%	256,700	137,747
57011 - Monitoring Direct Expenses	1,656	40,163	32%	127,500	87,337
57011 - Public Outreach Direct Expenses	525	36,300	86%	42,100	5,800
57011 - Feasibility Direct Expenses	0	10,450	19%	55,000	44,550
57011- Other Direct Expenses	19,733	32,040	100%	32,100	60
59 – CIP	21,401	38,198	2%	1,892,780	1,854,582
Total Expenses	78,973	521,553	19%	2,804,080	2,282,527
VERMILLION RIVER WATERSHED Surplus/Deficit	-57,565	287,691		0	287,691

6b. Authorization to Cancel the 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: 9/25/2025
Item Type: Consent-Action
Contact: Kelly Perrine
Telephone: 952-891-7002
Prepared by: Kelly Perrine

**PURPOSE/ACTION REQUESTED**

- Authorize the Vermillion River Watershed Joint Powers Organization (VRWJPO) Administrator to cancel the joint powers agreement (JPA) between the VRWJPO and 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

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. The application was approved by the BWSR in early 2024, and the VRWJPO Joint Powers Board (JPB) approved a Joint Powers Agreement (JPA) with BWSR to move forward with easement acquisition, project design, and agency review associated with development of the wetland mitigation bank (Project).

Following JPB approval of the JPA, VRWJPO, and BWSR staff engaged in a number of activities to support the development of the Project Prospectus (including, but not limited to completion of title and survey work, installation and maintenance of on-site hydrology wells, project engineering and design, and site vegetation maintenance coordination with landowner). Once the Prospectus (a document that provides baseline design and engineering, documentation of credit eligibility and allocations, and strategies to restore wetland vegetation and hydrology) was complete, it was provided to state and federal agencies for review, in accordance with MN Statute 8420 (Minnesota Wetland Conservation Act). The state and federal review process is estimated to take 1-2 years before final approval and construction initiation.

VRWJPO staff regularly communicated roles and expectations to the landowner throughout the Project development. Namely, the landowner was informed that, in accordance with LGRWRP proceedings, the landowner was to have limited involvement in project design, vegetation selection, restoration methods and maintenance following restoration; and the landowner was to sell a perpetual conservation easement to the BWSR for the property on which the wetland bank would be developed. Unfortunately, the landowner did not agree to their limited role in the Project and expressed frustration in the time it was taking for state and federal review. Ultimately, the landowner no longer wished to continue with the Project.

Staff recommend the JPB authorize the Administrator to cancel the JPA with the BWSR for a wetland bank credit partnership for development of the Mork Wetland Bank in Castle Rock Township.

EXPLANATION OF FISCAL/FTE IMPACT

Entering into the JPA with the BWSR provided revenues of \$810,000 over the term of the agreement. The JPA also resulted 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. Removing these costs from the budget has resulted in a number of projects and programs being able to be included within the 2026 budget,

as well as other years in the 2026-2035 Watershed Management Plan, that were previously cut due to financial shortages.

Supporting Documents:

Attachment A. Wetland Bank Partnership Agreement Cancellation Letter

Previous Board Action(s):

Res. No. VRW 24-47

RESOLUTION

6b. Authorization to Cancel the 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, 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 Mr. Orlan Mork; and

WHEREAS, the BWSR approved the application and staff cooperatively moved forward with activities including but not limited to completion of title and survey work, installation and maintenance of on-site hydrology wells, project engineering and design, and site vegetation maintenance coordination with the landowner to support restoration of a wetland on the Mork property (Project); and

WHEREAS, the activities staff cooperatively completed allowed for the development of the Project Prospectus, a document that provides baseline design and engineering, documentation of credit eligibility and allocations, and strategies to restore wetland vegetation and hydrology; and

WHEREAS, the Project Prospectus was provided to state and federal agencies for review, in accordance with MN Statute 8420 (Minnesota Wetland Conservation Act); and

WHEREAS, staff regularly communicated roles and expectations to the landowner throughout the Project development including the landowner's limited role in engineering and design, construction and maintenance, as well as the extensive required state and federal review period; and

WHEREAS, ultimately, the landowner's limited role, and length of review time before payment could be released, caused the landowner to no longer wish to continue with the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes the Administrator to cancel the 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.



September 25, 2025

Dennis Rodacker
Minnesota Board of Water and Soil Resources
520 Lafayette Road North
St. Paul, MN 55155

Re: Wetland Bank Credit Partnership Agreement Between State of Minnesota Board of Water and Soil Resources and Vermillion River Watershed Joint Powers Organization

Dear Dennis,

This letter is regarding the above referenced partnership agreement (Dakota County Contract 22232/KS-24-541) executed on December 5, 2024. The purpose of the Agreement was for the Vermillion River Watershed Joint Powers Organization (VRWJPO) and Minnesota Board of Water and Soil Resources (BWSR) to coordinate, assist, and facilitate the purchase a perpetual conservation easement and associated wetland bank credits generated from a successful wetland restoration and wetland bank establishment to be located on parcel IDs 070110077010 and 070110076010.

On July 28, 2025, the landowner of the subject parcels for wetland restoration and bank establishment informed Vermillion River Watershed Joint Powers Organization staff that he no longer wishes to move forward with the project. For this reason, the VRWJPO, acting as the Grantor within the Agreement, is exercising its rights under section E., clause 2, electing to cancel without liability by providing written notice to the State.

We greatly appreciate the time and effort BWSR staff took to support this project and look forward to future partnership opportunities.

Should you have any questions relating to the closure of this project, please reach out to Travis Thiel at your convenience at (952) 891-7546 or travis.thiel@co.dakota.mn.us.

Regards,



Travis Thiel
VRWJPO Administrator

Cc: Kelly Perrine, Vermillion River Watershed Joint Powers Organization
Tom Wolf, Chair, Vermillion River Watershed Joint Powers Board
Ben Carlson, Minnesota Board of Water and Soil Resources

DRAFT



Vermillion River Watershed Joint Powers Organization

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

August 2025 Expense Report

The previous invoices submitted between July 1 and July 31, 2025 total: \$133,238.43

The final invoices submitted between August 1 and August 31, 2025 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
	DC Staff Time	\$	33,550.63
July	DC Legal Fees	\$	1,458.94
August	Postage & Freight	\$	0.74
97671	The Journal	\$	129.60
IN32607	Scott County	\$	517.92
SIN003838	Moore Eng	\$	8,788.75
SIN003840	Moore Eng	\$	8,556.25
A202500713	Tunheim Partners	\$	19,133.34
2025-062	Scott County SWCD	\$	5,157.50
2025	Metro Childrens Water Festival - WA Cty	\$	600.00
2443336	Stantec	\$	1,078.91
TOTAL \$			78,972.58

Action Requested: Approval of all expenses as presented

8a. Authorization to Execute a Joint Powers Agreement with Dakota County for a Vermillion River Watershed Enhanced Street Sweeping Study

Meeting Date: 9/25/2025
Item Type: Regular-Action
Contact: Kelly Perrine
Telephone: 952-891-7002
Prepared by: Kelly Perrine

**PURPOSE/ACTION REQUESTED**

- Authorize execution of a Joint Powers Agreement (JPA) between the Vermillion River Watershed Joint Powers Organization (VRWJPO) and Dakota County (County) to administer a Vermillion River Watershed Enhanced Street Sweeping Study.

SUMMARY

Within the VRWJPO, there are ten entities regulated according to the requirements within the Minnesota Pollution Control Agency's (MPCA's) Municipal Separate Storm Sewer System (MS4) General Permit. Under the MS4 General Permit, permittees are required to implement pollution prevention measures to address pollutant loading sourced from stormwater discharges. One such mechanism to reduce pollutant loading from municipal operations is street sweeping.

Improved water quality related to street sweeping is a topic of emerging research in the state of Minnesota. Studies indicate that enhanced (more than once in spring and once in fall) street sweeping programs are highly cost-effective, non-structural best management practices (BMPs) capable of removing large sources of total phosphorus (TP) and total suspended solids (TSS). According to the MPCA's 2024 Impaired Water's List, there are seven stream reaches within the VRWJPO that are impaired for TSS. In addition, there are lakes that are threatened by excess nutrient loading (namely, TP) in highly urbanized watersheds.

Several watershed organizations across the state of Minnesota have invested in enhanced street sweeping studies to help prioritize geographic areas for targeted enhanced street sweeping. Regulated MS4s within the VRWJPO are aware of such studies and have expressed interest in completing a VRWJPO enhanced street sweeping study (Study) and recommended actions to improve area water quality. The VRWJPO, in partnership with the County, proposes to complete the Study to provide regulated MS4s data needed to implement this cost-effective BMP.

VRWJPO staff requests the Vermillion River Watershed Joint Powers Board authorize the chair to execute a JPA with the County for the Study to improve VRWJPO water quality.

EXPLANATION OF FISCAL/FTE IMPACT

The cost to complete the Study is \$83,530. The VRWJPO the County will each contribute \$41,765 to complete the Study. The direct impact to the VRWJPO is \$41,765 in 2026.

RESOLUTION

8a. Authorization to Execute a Joint Powers Agreement with Dakota County for a Vermillion River Watershed Enhanced Street Sweeping Study

WHEREAS, within the Vermillion River Watershed Joint Powers Organization (VRWJPO) exists ten entities regulated according to the Minnesota Pollution Control Agency's (MPCA's) Municipal Separate Storm Sewer System (MS4) General Permit; and

WHEREAS, under the MS4 General Permit, permittees are required to implement pollution prevention measures to address pollutant loading sourced from stormwater; and

WHEREAS, studies are pointing to enhanced street sweeping programs as highly cost-effective non-structural best management practices capable of removing large sources of Total Phosphorus (TP) and Total Suspended Solids (TSS); and

WHEREAS, according to the MPCA's 2024 Impaired Water's List, there are seven stream reaches within the VRWJPO that are impaired for TSS and several lakes threatened by excess TP loading; and

WHEREAS, watershed organizations across the state of Minnesota have invested in enhanced street sweeping studies to prioritize geographic areas for targeted enhanced street sweeping; and

WHEREAS, regulated MS4s within the VRWJPO have expressed interest in completing a VRWJPO enhanced street sweeping study (Study) and recommended actions to improve water quality; and

WHEREAS, the VRWJPO and County have agreed to cooperatively fund the Study, with the VRWJPO contributing funds not to exceed \$41,765 and the County contributing funds not to exceed \$41,765.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its Chair to execute a Joint Powers Agreement with Dakota County for an enhanced street sweeping study with a cost not to exceed \$83,530.

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND THE COUNTY OF DAKOTA
FOR ADMINISTRATION OF AN ENHANCED STREET SWEEPING STUDY**

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

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

WHEREAS, the County of Dakota (County) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, the Federal Clean Water Act (CWA) prohibits the discharging of point-source pollutants into a water of the United States via issuance of National Pollutant Discharge Elimination System (NPDES) permits; and

WHEREAS, Minnesota Administrative Rule 7090 establishes criteria and processes for designating municipal separate storm sewer system (MS4) stormwater conveyances as regulated non-point pollution sources; and

WHEREAS, the Minnesota Pollution Control Agency (MPCA) regulates stormwater runoff via the implementation of the MS4 General Permit; and

WHEREAS, regulated MS4 Local Governmental Units (LGUs) are assigned wasteload allocations (WLAs) for waterbodies that have been listed as impaired on the CWA Section 303(d) Impaired Waters List following the completion of a Total Maximum Daily Load (TMDL) study; and

WHEREAS, the VRWJPO has six stream reaches listed as impaired by total suspended solids (TSS) and five lakes listed as impaired by total phosphorus (TP) subject to MS4 LGU annual TMDL reporting; and

WHEREAS, the County has one additional stream reach that receives pollutant loading from the VRWJPO listed as impaired by TSS subject to annual TMDL reporting; and

WHEREAS, in accordance with the MS4 General Permit, regulated MS4 LGUs must implement measures to reduce pollutant loading to impaired waterbodies and annually report WLA reductions to the MPCA; and

WHEREAS, street sweeping is one such measure that must be implemented to remove organic matter known to be a source of pollutants; and

WHEREAS, historically, LGUs have implemented street sweeping operations once in the spring aligning with snow melt and once in the fall aligning with leaf drop; and

WHEREAS, in 2022, University of Minnesota (U of M) Professor Sarah Hobbie demonstrated that street sweeping is a highly cost-effective way to reduce TP and TSS in stormwater; and

WHEREAS, the U of M Water Resources Center and Minnesota Sea Grant partnered with the MPCA to develop a general Street Sweeping Phosphorus Credit Calculator to utilize for annual TMDL reporting; and

WHEREAS, Watershed Management Organizations across the state have supported further optimization of local enhanced street sweeping programs using watershed-specific data to further reduce TP and TSS pollutant loading; and

WHEREAS, the VRWJPO administered a Request for Proposals to complete an Enhanced Street Sweeping Study (Study) within the political boundary of the VRWJPO and received four competitive proposals; and

WHEREAS, VRWJPO and Dakota County staff evaluated the four proposals and ranked WSB as providing the highest scoring proposal; and

WHEREAS, the VRWJPO has entered into a contract with WSB to complete the Study; and

WHEREAS, the Study will model TSS and TP pollutant loading under various conditions, present a cost-benefit analysis and suit of a suite of enhanced sweeping programs (return on investment vs. costs to implement), and provide recommendations to enhance sweeping programs for all MS4 LGUs within the VRWJPO; and

WHEREAS, the total contract amount for the Study is \$83,530 (Project Cost); and

WHEREAS, the VRWJPO and County have agreed to cooperatively participate in completing the Study and have funding available in their respective Budgets to jointly participate in the costs.

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

ARTICLE 1 PURPOSE

This Agreement defines the responsibilities and cost-sharing obligations of the Study of the VRWJPO and County.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and County.

ARTICLE 3 TERM

This Agreement is effective upon the date of the signatures of the Parties to this Agreement and shall remain in effect until June 30, 2027, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4 COOPERATION

The VRWJPO and County agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

ARTICLE 5 ADMINISTRATION

The VRWJPO is the lead agency for oversight of Study development, effective upon execution of this Agreement by all parties. Work associated with Study completion shall not commence until January 1, 2026. The VRWJPO shall coordinate directly with the Study's consultant, including County representation on all correspondence.

ARTICLE 6 PAYMENT

6.1 The parties shall make the following contributions towards the Project Cost. The VRWJPO will administer the contract and act as the paying agent for all payments to the Study consultant.

6.1.1 The VRWJPO shall contribute \$41,765 towards the Project Cost.

6.1.2 The County shall contribute \$41,765 towards the Project Cost.

6.2 No payment shall be made prior to the City's sharing of the City's consultant's engineering and feasibility investigation information and data for the Projects with the VRWJPO and execution of this Agreement.

6.3 The County shall pay its share of the Project Cost to the VRWJPO on a reimbursement basis up to the maximum amount identified in Section 6.1.2. The VRWJPO shall invoice the County for its share of Project Cost once the Study has been completed. The County shall make payment to the VRWJPO within thirty-five (35) days of receipt of an invoice from the VRWJPO provided the invoice shall be supported by itemized receipts and invoices from the VRWJPO's contracted consultant for the Study.

6.4 The County may refuse to pay the invoice for services and fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the County from questioning the propriety of the claimed services or fees. The County reserves the right to be repaid for any overpayment or disallowed claimed services or fees.

ARTICLE 7 OBLIGATIONS

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

7.2 CONTENT REQUIREMENTS. The Study shall be completed according to the objectives outlined in the accepted WSB proposal, dated May 9, 2025. The VRWJPO and County shall approve any modifications to the scope of the Study.

7.3 COMPLIANCE WITH LAWS/STANDARDS. The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in executing the Study.

ARTICLE 8 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The County agrees to defend, indemnify, and hold harmless the VRWJPO against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the County is responsible, including negligent acts or omissions of the County and/or those of County employees or agents. All Parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. The VRWJPO warrants that it can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that it has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims

or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9 AUTHORIZED REPRESENTATIVES AND LIAISONS

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

TO THE VRWJPO: Tom Wolf or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th St. W #103
Farmington, MN 55024
Telephone: (612) 229-5855
twolf@co.scott.mn.us

TO THE COUNTY: Georg Fischer or successor, Director
Physical Development
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 237-6089
georg.fischer@co.dakota.mn.us

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

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

VRWJPO Liaison: Kelly Perrine
Senior Watershed Specialist
Telephone: (952) 891-7002
Email: kelly.perrine@co.dakota.mn.us

County Liaison: Cole Johnson
Water Resources Project Supervisor
Telephone: (952) 891-7539
Email: cole.johnson@co.dakota.mn.us

ARTICLE 10 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the County.

ARTICLE 11 TERMINATION

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

11.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO or County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The terminating body shall remain obligated to pay for any invoices received prior to any parties' receipt of written notice of termination for lack of funding.

ARTICLE 12 MINNESOTA LAW TO GOVERN

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

ARTICLE 13 MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

ARTICLE 14 SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

ARTICLE 15 GOVERNMENT DATA PRACTICES

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

ARTICLE 16 SURVIVABILITY

The provisions of Article 8 (Indemnification) and Article 15 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 17
DEFAULT: FORCE MAJEURE**

No party shall be liable to the other parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other parties as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, pandemic, acts of civil or military authority, and natural disasters.

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

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

DAKOTA COUNTY

By: _____
Tom Wolf or successor, Chair

By: _____
Georg Fischer or successor, Director

Date of Signature: _____

Date of Signature: _____

Approved as to form:

Assistant Dakota County Attorney/Date
KS-XX-XXX
VRW Res. No.

8b. Adoption of the Vermillion River Watershed Joint Powers Organization Capital Improvement Program Watershed Partner Project Maintenance and Repair Financial Assistance Policy

Meeting Date: 9/25/2025
Item Type: Regular-Action
Contact: Jeff Dunn
Telephone: 952-891-7140
Prepared by: Jeff Dunn

**PURPOSE/ACTION REQUESTED**

- Adoption of the Vermillion River Watershed Joint Powers Organization Capital Improvement Program Watershed Partner Project Maintenance and Repair Financial Assistance Policy.

SUMMARY

To support activities identified in the draft 2026–2035 Vermillion River Watershed Management Plan, the Vermillion River Watershed Joint Powers Organization (VRWJPO) has created a financial assistance policy (Policy) to support the long-term operation of water quality and improvement projects. The Policy applies only to projects that the VRWJPO has helped fund or support.

The purpose of this Policy is to assist local partners with the costs of maintaining and repairing these important projects, ensure the projects continue to work effectively over time and provide funding each year as available. Please note that funding is not guaranteed every year and must be approved in the annual budget by the Vermillion River Watershed Joint Powers Board (VRWJPB). The Policy details were reviewed and approved by both the Technical Advisory Committee (on July 23, 2025) and the Community Advisory Committee (on August 13, 2025).

The Policy includes seven main parts:

- The types of activities partners can receive assistance with
- The types of activities that are not eligible for assistance
- The basic requirements activities must meet to qualify
- The kind of assistance offered by the VRWJPO
- When assistance is available
- How the assistance is provided
- How funding decisions are prioritized

More details on each of these points are included in the full Policy, attached as Attachment A.

EXPLANATION OF FISCAL/FTE IMPACT

The VRWJPO could provide an amount deemed necessary for annual project maintenance and repair financial assistance. This amount may change depending on available funding each year as approved by the VRWJPB.

Supporting Documents:

Attachment A: Draft Capital Improvement Program Watershed Partner Project
Maintenance and Repair Financial Assistance Policy

Previous Board Action(s):**RESOLUTION****8b. Adoption of the Vermillion River Watershed Joint Powers Organization Capital Improvement Program
Watershed Partner Project Maintenance and Repair Financial Assistance Policy**

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) seeks to support the long-term functionality and effectiveness of water quality and watershed improvement projects that it has previously funded or supported; and

WHEREAS, the VRWJPO has developed a VRWJPO Capital Improvement Program Watershed Partner Project Maintenance and Repair Financial Assistance Policy (Policy) to support activities identified in its draft 2026–2035 Watershed Management Plan to provide funding, as available and approved, for the maintenance and repair of such projects; and

WHEREAS, the purpose of the Policy is to help local partners with the costs associated with preserving and maintaining important water quality and improvement projects; and

WHEREAS, the proposed policy outlines key program elements, including eligible and ineligible activities, minimum requirements for funding eligibility, types and timing of assistance, process for providing assistance, and criteria for prioritizing funding decisions; and

WHEREAS, the policy was reviewed by the Vermillion River Watershed Technical Advisory Committee on July 23, 2025, and the Community Advisory Committee on August 13, 2025; and

WHEREAS, the VRWJPO may annually allocate an amount deemed necessary to implement this policy, subject to availability of funds and approval by the Vermillion River Watershed Joint Powers Board through its annual budgeting process;

NOW, THEREFORE, BE IT RESOLVED that the VRWJPO Capital Improvement Project Watershed Partner Project Maintenance and Repair Financial Assistance Policy, attached hereto as Attachment A, is hereby adopted to support the VRWJPO’s implementation framework under the draft 2026–2035 Watershed Management Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the VRWJPO Administrator is authorized to administer the policy, determine funding eligibility, and approve allocations consistent with the adopted policy and within budgeted funding limits. Annual funding for this policy shall be determined and approved through the Vermillion River Watershed Joint Powers Board’s annual budgeting process and is subject to availability of funds.



Capital Improvement Watershed Partner Project Maintenance and Repair Financial Assistance Policy

The Vermillion River Watershed Joint Powers Organization (VRWJPO) regularly provides financial or in-kind assistance to partners to implement protection, restoration, and enhancement projects (Projects) throughout the Watershed.

These Projects often utilize grant funding for implementation. Grant funding policies typically require an operation and maintenance plan to ensure ongoing performance. Projects that don't have grant funding associated with them still require operation and maintenance to achieve their intended function. At present, it's common that the Projects delegate the ongoing operation, maintenance, and repair responsibilities of the Projects to the partners.

As part of its implementation of the 2026-2035 Watershed Management Plan (WMP), the VRWJPO desires to assist its partners with their ongoing Project operation, maintenance, and repair responsibilities. The VRWJPO will strive to (but has no obligation to) annually budget funds to be allocated for VRWJPO maintenance and repair activities (Activities) and to offer modest and equitable financial assistance to help partners offset costs associated with eligible Activities. The VRWJPO Administrator will have final discretion regarding Activity eligibility for financial assistance.

In addition, it is important to note that this annual funding is not exclusively reserved for partner use; it may also support Activities conducted independently by the VRWJPO.

Any financial assistance for the Activities will be drawn from annual funding allocated by the Vermillion River Watershed Joint Powers Board, following the criteria outlined below:

Partner Eligible Activities:

- BMP Maintenance could include, but is not limited to:
 - Vactoring of accumulated sediment from manufactured treatment devices, filtration media, or other locations
 - Filtration media raking, tilling, or replacement.
 - Repair or replacement of BMP structural components
 - Pipe cleaning and jetting
 - Modifications, changes, or installation of related infrastructure that directly support or improve the intended function and performance of the original practice
 - Other activities deemed eligible by the VRWJPO
- Vegetation management for wetland, riparian, and upland areas (herbicide treatment, mowing, brush removal, prescribed burn, supplemental seeding or plug installation, etc.) .
- Addressing erosion and soil stabilization.
- Stream Habitat Restoration.
- Other activities will be reviewed on a case-by-case basis by VRWJPO staff.

Partner Ineligible Activities:

- Planning, reports, studies, preliminary design, final plans, specifications, contract procurement, or construction oversight/administration of or for the Activity.

Minimum Criteria for Partner Eligible Activities (All Criteria Must Be Met):

- The VRWJPO has previously provided funding or provided pass-through of outside grant funding for the design and/or construction of the Project that the Activity supports.
- The Activity is located on Public Property or within an easement dedicated of controlling, preserving, and providing for the flow or storage of stormwater runoff; or if the Activity is to be performed on private property (in whole or in part) the partner is responsible to obtain a right to access the private property and provide documentation of such access to the VRWJPO as part of the application process.
- The partner will provide funding for the Activity.
- The area of the Activity is within the project area or adjacent thereto and is deemed a beneficial relationship to the Project (e.g., an outlot adjacent to a previous stream restoration project that needs herbicide treatment).

What Assistance is Available for Partner Activities:

- The VRWJPO will make a fair and equitable attempt, subject to the amount available and number of applications received, in providing financial assistance to partners using the following criteria:
 - a. No more than 50 percent of the proposed cost of the Activity if the Project was not funded in part by a grant.
 - b. For Projects that received pass-through grant funding from the VRWJPO, an equitable cost share is determined by the amount of cash “match” provided for the Project by both the partner and VRWJPO. Example: If both the partner and VRWJPO provided an equal cash “match” for the Project, then the cost share for the Activity would be shared equally. This formulation applies to the specific Project for which the Activity is being applied.
- A funding request for an Activity may not exceed 50 percent of the VRWJPO’s annual operation and maintenance budget.

When Assistance is Available for Partner Activities:

- Partner shall provide an application for assistance to the VRWJPO prior to May 1 of the calendar year when the Activity is programmed.
- Upon receipt of applications, VRWJPO staff will evaluate all requests based on Funding Prioritization set forth below.
- The VRWJPO will notify requestors whether funding will be available on or around June 1 of the calendar year.
- A written agreement will be required to facilitate the transaction when financial assistance is provided. Partners cannot request reimbursement for Activities completed before the written agreement is executed by the partner and VRWJPO for that Activity.

How Assistance is Provided for Partner Activities:

- Assistance will be provided in the form of cash reimbursement upon receipt of invoices from the partner. If a contractor is used for the maintenance activity, itemized invoices for the Activity are required to accompany the requesting partner's invoice.
- If available funding cannot fulfill all funding requests, the request may be denied, or the amount approved for each request may be less than the amount requested to accommodate the VRWJPO's available budget.
- If a funding request is denied due to ineligibility, a request for the same Activity cannot be resubmitted for consideration.
- If adequate funding is not available, then a request may be submitted for two years following the date of the Activity. Funding requests that are resubmitted will not receive greater prioritization.

Funding Prioritization of Partner Activities:

Based on limited resources, the VRWJPO staff must prioritize funding requests based on the goals of the WMP. Considerations include but are not limited to (bulleted items are not listed in order of priority):

- Amount requested by the partner
- Total funding percent of Activity cost assigned to the VRWJPO
- Type of Activity and estimated pollutant reduction capacity
- Activity proximity to impaired water resource or a cold-water stream.
- Age of the original practice
- Urgency of the activity to address health and human safety risks.
- Other benefits (not related to Water Resources) associated with the Activity
- Documented maintenance activities of original practice.
- VRWJPO investments for other Activities or Projects under contract with the partner
- Previous VRWJPO investment in the Activity