



Agenda

Vermillion River Watershed Joint Powers Board Meeting

December 4, 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 September 25, 2025, Meeting Action Page 3
6. Consent Agenda Action
 - a. Acceptance of Treasurer's Reports Page 8
 - b. Approval of Dates for 2026 Vermillion River Watershed Joint Powers Board Meetings Page 10
 - c. Approval of Vermillion River Watershed Joint Powers Organization 2025 Budget Amendment Page 12
 - d. Authorization to Schedule a Public Hearing to Receive Comments on the Draft 2026-2035 Vermillion River Watershed Management Plan Page 19
 - e. Authorization to Execute a Joint Powers Agreement with Lakeville and Dakota County for the Construction and Maintenance of the Launch Park Wetland Restoration Page 23
 - f. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Pond Improvements Page 33
 - g. Authorization to Execute a Joint Powers Agreement with the Scott Soil and Water Conservation District for Services in 2026 Page 43
 - h. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026-2027 Legal Services Page 57
 - i. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026 Administration, Staffing, and Support Services Page 64
7. Approval of Expenses Action Page 71
8. Business Items
 - a. Adoption of the VRWJPO Final 2026 Budget and Watershed Management Tax District Levy Action Page 73
 - b. Authorization to Provide Written Responses to Comments Submitted During Draft 2026-2035 Vermillion River Watershed Management Plan 60-day Review Action Page 79
9. Staff Reports
10. Adjourn Action



Please note, the December 4, 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

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Phone conference ID: 980 027 819#

Other Information

Next Meeting Date: **January 22, 2026**, 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)

Thursday, September 25, 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

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

- Travis Thiel, VRWJPO Administrator, Dakota 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

- Nikki Stewart, Environmental Resources Department Director, Dakota County
- Vanessa Strong, Water Resources Supervisor, Scott County
- Brian Wisdorf, Assistant County Attorney and VRWJPO Legal Counsel, Dakota County (virtual)

Agenda

1. Call to Order

The meeting was called to order by Chair 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 25-37: 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 August 28, 2025, Meeting

Res. No. VRW 25-38: Motion by Commissioner Holberg to approve the minutes, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.

6. Approval of Consent Agenda

- 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

Res. No. VRW 25-39: Motion by Commissioner Droste to approve the consent agenda, seconded by Commissioner Holberg. Motion carried on a 3-0 voice vote.

7. Approval of Expenses

Travis Thiel presented the expenses from August 1-31, 2025, totaling \$78,972.58.

Res. No. VRW 25-40: Motion by Commissioner Holberg to approve the expenses, seconded by Commissioner Droste. Motion carried on a 3-0 roll call vote.

8. Business Items

- a. Authorization to Execute a Joint Powers Agreement with Dakota County for an Enhanced Street Sweeping Program Assessment

Kelly Perrine presented the enhanced street sweeping program assessment proposal with Dakota County. The assessment is meant to help prioritize geographic areas for targeted enhanced street sweeping. It is included in the Implementation Table of the 2026-2035 Vermillion River Watershed Management Plan (WMP).

Res. No. VRW 25-41: Motion by Commissioner Holberg to authorize execution of the joint powers agreement, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.

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

Jeff Dunn presented the draft policy, which establishes criteria and an application process for partners to apply to the VRWJPO for assistance funding operations and maintenance activities for projects that were completed in partnership with the VRWJPO. The policy is another Implementation Action in the 2026-2035 WMP.

Commissioner Holberg asked for clarification on the financial commitment for the funding agreements. Jeff answered that the budget allocates \$30,000 a year to the program, and staff would have discretion on how that money is distributed based on applications from partners. Travis added that the details are still being worked out, whether the agreements will be made via joint powers agreements (JPA) or grant agreements.

Commissioner Holberg asked if the expenditures would come before the JPB, which would be the case if they were executed as JPAs. Travis replied that staff could do so if that was the board's wish. The JPB gets the opportunity every year to review the line items in the overall VRWJPO budget, which includes funding for this program.

Commissioner Holberg expressed concern that the VRWJPO could end up with liabilities to project partners that they may not be able to sustain. Kelly said that the VRWJPO wouldn't have extra liabilities. The partner, often a city, is listed as responsible for operations and maintenance in the respective JPA for the project. The VRWJPO would provide funding to help foot part of the bill for maintenance.

Commissioner Holberg asked if the agreements would last for one year or more than that. Staff are still working on this detail.

Res. No. VRW 25-42: Motion by Commissioner Droste to adopt the policy, seconded by Commissioner Holberg. Motion carried on a 3-0 voice vote.

9. Staff Reports

Kelly Perrine

- Kelly shared an update from the Dakota County Emerging Contaminants Work Group, which is tracking per- and polyfluoroalkyl substances (PFAS) and other chemicals of concern. She is partnering with the County's Water Resources staff to do water quality sampling in heavily fished areas. In reaching out to partners to request permissions, she heard interest from local governments in staying apprised of the proceedings of the work group. She offered JPB members the opportunity to hear directly from the work group in case constituents have questions. The work group includes representatives from VRWJPO, the Lower Mississippi River Watershed Management Organization, and Dakota County Water Resources, Groundwater Protection, Waste Regulation, and Public Health.

Brita Moore-Kutz

- Brita thanked the Commissioners and others in attendance for attending that morning's Watershed Project Tour.

Travis Thiel

- Travis attended a meeting for township officers in Dakota County on September 17. There were many questions about cannabis operations and what happens when the processing water from these facilities ends up on the ground and potentially into the groundwater system. Townships are also concerned about high water users building

facilities in the area. Commissioner Droste asked if anyone on VRWJPO staff would be willing to be a contact for touring the Meta data center project in Rosemount, which is still under construction. Jeff agreed to this.

10. Adjourn

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

Next Meeting Date: Thursday, October 28, 1 p.m. – Dakota County Extension and Conservation Center, Conference Room A, and via teleconference on Microsoft Teams.

DRAFT

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

September 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	7,017	199,742	125%	160,000	-39,742
43099 - Misc Other Revenue	0	153,471	140%	110,000	-43,471
43291 - Interest on Investments	7,017	46,272	93%	50,000	3,728
45 – Permit Revenue	10	70	7%	1,000	930
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	7,027	816,271	29%	2,804,080	1,987,809
53 – Salaries	46,117	379,864	70%	544,500	164,636
53001 - Dakota County Staff Time	45,007	372,663	71%	522,500	149,837
53039 - Scott County Staff Time	1,110	7,201	33%	22,000	14,799
53 – Dept/County Support	2,200	30,802	39%	78,100	47,298
53002 - Administrative & Consulting	919	17,133	32%	53,100	35,967
53004 - Legal	1,281	13,669	55%	25,000	11,331
54 – Travel & Training	0	0	0%	2,000	2,000
55 – Office Support	9	2,062	7%	30,000	27,938
57 – Operations & Programs	979	119,932	47%	256,700	136,768
57011 - Monitoring Direct Expenses	0	40,163	32%	127,500	87,337
57011 - Public Outreach Direct Expenses	979	37,279	89%	42,100	4,821
57011 - Feasibility Direct Expenses	0	10,450	19%	55,000	44,550
57011- Other Direct Expenses	0	32,040	100%	32,100	60
59 – CIP	11,460	49,658	3%	1,892,780	1,843,122
Total Expenses	60,766	582,319	21%	2,804,080	2,221,761
VERMILLION RIVER WATERSHED Surplus/Deficit	-53,739	233,952		0	233,952



2025 Vermillion River Watershed Joint Powers Organization

October 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	5,900	205,642	129%	160,000	-45,642
43099 - Misc Other Revenue	0	153,471	140%	110,000	-43,471
43291 - Interest on Investments	5,900	52,172	104%	50,000	-2,172
45 – Permit Revenue	0	70	7%	1,000	930
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	5,900	822,171	29%	2,804,080	1,981,909
53 – Salaries	42,109	421,973	77%	544,500	122,527
53001 - Dakota County Staff Time	41,130	413,793	79%	522,500	108,707
53039 - Scott County Staff Time	979	8,180	37%	22,000	13,820
53 – Dept/County Support	17,124	47,926	61%	78,100	30,174
53002 - Administrative & Consulting	16,875	34,008	64%	53,100	19,092
53004 - Legal	249	13,918	56%	25,000	11,082
54 – Travel & Training	0	0	0%	2,000	2,000
55 – Office Support	305	2,367	8%	30,000	27,633
57 – Operations & Programs	41,122	161,054	63%	256,700	95,646
57011 - Monitoring Direct Expenses	21,775	61,937	49%	127,500	65,563
57011 - Public Outreach Direct Expenses	8,067	45,347	108%	42,100	-3,247
57011 - Feasibility Direct Expenses	10,150	20,600	37%	55,000	34,400
57011- Other Direct Expenses	1,130	33,170	103%	32,100	-1,070
59 – CIP	24,330	73,988	4%	1,892,780	1,818,792
Total Expenses	124,989	707,308	25%	2,804,080	2,096,772
VERMILLION RIVER WATERSHED Surplus/Deficit	-119,089	114,863		0	114,863

6b. Approval of Dates for 2026 Vermillion River Watershed Joint Powers Board Meetings

Meeting Date: 12/4/2025
Item Type: Consent-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel

**PURPOSE/ACTION REQUESTED**

- Approval of dates for 2026 Vermillion River Watershed Joint Powers Board (VRWJPB) meetings

SUMMARY

The VRWJPB meetings are held on the fourth Thursday of every month (except November and December, when changes are made to accommodate holidays) at 1 p.m. at the Dakota County Extension and Conservation Center. It is proposed that the 2026 VRWJPB meetings continue on the same basis, according to the following schedule:

- January 22
- February 26
- March 26
- April 23
- May 28
- June 25
- July 23
- August 27
- September 24
- October 22
- December 3

EXPLANATION OF FISCAL/FTE IMPACT

None

RESOLUTION

6b. Approval of Dates for 2026 Vermillion River Watershed Joint Powers Board Meetings

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

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

NOW, THEREFORE, BE IT RESOLVED, that in calendar year 2026, the Vermillion River Watershed Joint Powers Board will meet on the fourth Thursday of the month (except in November and December) at 1 p.m., according to the following schedule:

- January 22
- February 26
- March 26
- April 23
- May 28
- June 25
- July 23
- August 27
- September 24
- October 22
- December 3

6c. Approval of Vermillion River Watershed Joint Powers Organization 2025 Budget Amendment

Meeting Date: 12/4/2025
 Item Type: Consent-Action
 Contact: Travis Thiel
 Telephone: 952-891-7546
 Prepared by: Travis Thiel

**PURPOSE/ACTION REQUESTED**

- Approval of an amendment to the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2025 Budget

SUMMARY

Staff have evaluated end of year expenditure projections and have determined that a budget amendment is necessary to cover anticipated overspending in categories of the VRWJPO 2025 Budget. As indicated below, it's projected that two program categories, Regulation and Research and Planning, will be overspent by year's end. The reason for overspending is due to more staff time being spent than was anticipated in these program categories.

Specifically, the Regulation category is estimated to be overspent due to a few primary factors: 1) a significant amount of environmental review documents requiring staff evaluation for proposed developments in the VRWJPO, 2) a pilot project in early 2025 with Vermillion Township to assist their Clerk and Board members on the evaluation process for proposed projects in the township that may require erosion and sediment control or stormwater management to meet VRWJPO Standards implementation per Township ordinance, and 3) developing revisions to the VRWJPO Standards and facilitation of the Technical Advisory Committee review process in conjunction with the 2026-2035 Vermillion River Watershed Management Plan update.

The Research and Planning category is estimated to be overspent due to additional staff time for development of the draft 2026-2035 Vermillion River Watershed Management Plan, facilitation of stakeholder involvement, and responses to the formal 60-day review and comment period.

The current projections estimate that Regulation will be overspent by approximately \$13,500 and Research and Planning will be overspent by approximately \$3,000. Projections are estimating underspending in other program categories (below), including approximately \$60,000 in Administration and Operations. Significant underspending in CIP is due to the Mork Wetland Bank not moving forward due to the landowner withdrawing from the project.

Budget Category	Budget	Projected Expenses	Difference
Administration and Operations	\$234,500	\$174,351	\$60,149
Research and Planning	\$65,000	\$68,000	\$(3,000)
Monitoring and Assessment	\$162,100	\$141,355	\$20,745
Public Communications and Outreach	\$178,100	\$152,810	\$25,290
Regulation	\$31,000	\$44,449	\$(13,449)
Coordination and Collaboration	\$35,600	\$31,268	\$4,332
Feasibility/Preliminary Studies	\$165,000	\$51,634	\$113,366
CIP	\$1,932,780	\$629,275	\$1,303,505

Staff recommend a budget amendment to reallocate \$22,000 from the Administration and Operations category to the Regulation and Research and Planning categories, \$17,000 and \$5,000, respectively.

EXPLANATION OF FISCAL/FTE IMPACT

There is no overall fiscal impact to the VRWJPO 2025 Budget. This amendment would reallocate \$22,000 of underspending in the Administration and Operations category and reallocate it to Regulation and Research and Planning categories, \$17,000 and \$5,000, respectively.

Supporting Documents:

Attachment A. Revised VRWJPO 2025 Budget 11/19/2025

Attachment B. Existing VRWJPO 2025 Budget 4/24/2025

Previous Board Action(s):

VRW25-14; 4/24/2025

RESOLUTION**6c. Approval of Vermillion River Watershed Joint Powers Organization 2025 Budget Amendment**

WHEREAS, the Vermillion River Watershed Joint Powers Board adopted a Revised VRWJPO 2025 Budget on April 24, 2025; and

WHEREAS, the budget included expenses and revenues each totaling \$2,804,080; and

WHEREAS, a budget amendment is proposed to address a projected overspending of approximately \$13,500 in the Regulation budget category and \$3,000 in the Research and Planning budget category; and

WHEREAS, the proposed budget amendment would reallocate \$22,000 from the Administration and Operations budget category where it is projected that there will be \$60,000 of underspending and allocate \$17,000 to Regulation and \$5,000 to Research and Planning budget categories.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board approves an amendment to the VRWJPO 2025 Budget to reallocate \$22,000 from the Administration and Operations budget category to the Regulation and Research and Planning budget categories, \$17,000 and \$5,000, respectively.

VRWJPO Final Revised 2025 Budget (11/19/25)

EXPENSES

Budget Category	Budget Activity	Operations and Programs	CIP	Budget Total
Administration and Operations				
	Dakota County VRW Staff	\$ 160,500		\$ 160,500
	Scott County VRW Staff	\$ 15,000		\$ 15,000
	Legal Support	\$ 25,000		\$ 25,000
	Miscellaneous Expenses (per diems, mileage, postage, insurance, etc.)	\$ 10,000		\$ 10,000
	Training, Conferences, and Certifications	\$ 2,000		\$ 2,000
Research and Planning				
	Dakota SWCD Incentive Program Policy Assistance	\$ 3,000		\$ 3,000
	Scott County Staff	\$ -		\$ -
	VRW Staff	\$ 67,000		\$ 67,000
Monitoring and Assessment				
	Monitoring	\$ 125,000		\$ 125,000
	USGS and DNR Flow Gaging	\$ 18,600		\$ 18,600
	VRW Staff	\$ 15,000		\$ 15,000
	General GIS support (Dakota SWCD)	\$ 2,500		\$ 2,500
	Equipment/Supplies	\$ 1,000		\$ 1,000
Public Communications and Outreach				
	VRW Staff	\$ 90,000		\$ 90,000
	Dakota SWCD Outreach and Education	\$ 40,000		\$ 40,000
	Scott County SWCD Outreach and Education	\$ 2,100		\$ 2,100
	Communication and Outreach Materials and Supplies	\$ 20,000		\$ 20,000
	Local Standards/Ordinance and Turf/Salt Workshops	\$ 3,500		\$ 3,500
	MDH Grant: Water Conservation and Landscaping for Clean Water Marketing	\$ 22,500		\$ 22,500
Regulation				
	Scott SWCD Assistance with Plan Review	\$ 1,000		\$ 1,000
	VRW Staff-Permitting, Standards Assistance, Engineering/Environmental Review	\$ 47,000		\$ 47,000
Coordination and Collaboration				
	VRW Staff Coordination with other Organizations	\$ 30,000		\$ 30,000
	Children's Water Festival Support	\$ 600		\$ 600
	Watershed Partners	\$ 5,000		\$ 5,000
Land and Water Treatment				
Feasibility/Preliminary Studies				
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$ 55,000		\$ 55,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (VRW staff)	\$ 80,000		\$ 80,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Consulting)	\$ 30,000		\$ 30,000

General Capital Projects Cost Share				
	Cost Share Programs in Dakota County (SWCD)		\$ 110,000	\$ 110,000
	Cost Share Programs in Scott County (SWCD)		\$ 71,000	\$ 71,000
	VRW General Cost-share or Misc. Grant Match		\$ 50,000	\$ 50,000
	Past projects maintenance/repair		\$ 100,000	\$ 100,000
	VRW staff construction oversight and grant development and admin		\$ 40,000	\$ 40,000
FY23 CWF East Lake Fish Barrier				
	East Lake Fish Barrier grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 15,000	\$ 15,000
FY24 CWF Alimagnet Alum Treatment				
	Alimagnet Alum Treatment		\$ -	\$ -
	VRWJPO cash match		\$ 15,230	\$ 15,230
FY22-23 WBIF Middle Creek at Dodd TSS	Middle Creek at Dodd TSS grant pass-through		\$ 14,000	\$ 14,000
FY24-25 WBIF Lakeville Firelight Way TSS				
	Firelight Way TSS Reduction grant pass-through		\$ 184,300	\$ 184,300
	VRWJPO cash match		\$ 10,000	\$ 10,000
FY24-25 WBIF Hastings 15th & Bailey TSS				
	15th & Bailey TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 26,250	\$ 26,250
FY24-25 WBIF Farmington 4th & Willow TSS				
	4th & Willow TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ -	\$ -
FY25 CWF Alimagnet Alum Treatment Phase 2	Alimagnet Alum Treatment Phase 2		\$ -	\$ -
	VRWJPO cash match		\$ -	\$ -
FY25 CPL North Creek at Denali Way				
	FY25 CPL North Creek at Denali Way		\$ -	\$ -
	VRWJPO cash match		\$ 67,000	\$ 67,000
FY25 CPL North Creek at Hwy 3				
	FY25 CPL North Creek at Hwy 3		\$ -	\$ -
	VRWJPO cash match		\$ 70,000	\$ 70,000
Cedar Ave/Launch Park Wetland Restoration				
	VRWJPO cost share		\$ 50,000	\$ 50,000
Mork Wetland Bank				
	Mork Wetland Bank Easment & Construction		\$ 1,000,000	\$ 1,000,000
Wetland Bank Credit Sales				
	Braun Wetland Bank Credit Sales		\$ 110,000	\$ 110,000
Subtotal of Expenditures		\$ 871,300	\$ 1,932,780	\$ 2,804,080
REVENUES				
Braun Wetland Bank Credit Revenue				\$ 110,000
Wetland Bank Revolving Fund Transfer				\$ 225,000
BWSR Wetland Bank (Mork) Revenue				\$ 400,000
Use of Fund Balance (CIP)				\$ 570,014
Use of Fund Balance (Operations)				\$ -
Grant Revenue				\$ 421,184
Fees for Permitting Activities				\$ 1,000
Dakota County Levy				\$ 990,832
Scott County Levy				\$ 36,050
Investment Earnings				\$ 50,000
Total Revenues				\$ 2,804,080

VRWJPO Final Revised 2025 Budget (4/24/25)

EXPENSES

Budget Category	Budget Activity	Operations and Programs	CIP	Budget Total
Administration and Operations				
	Dakota County VRW Staff	\$ 182,500		\$ 182,500
	Scott County VRW Staff	\$ 15,000		\$ 15,000
	Legal Support	\$ 25,000		\$ 25,000
	Miscellaneous Expenses (per diems, mileage, postage, insurance, etc.)	\$ 10,000		\$ 10,000
	Training, Conferences, and Certifications	\$ 2,000		\$ 2,000
Research and Planning				
	Dakota SWCD Incentive Program Policy Assistance	\$ 3,000		\$ 3,000
	Scott County Staff	\$ 7,000		\$ 7,000
	VRW Staff	\$ 55,000		\$ 55,000
Monitoring and Assessment				
	Monitoring	\$ 125,000		\$ 125,000
	USGS and DNR Flow Gaging	\$ 18,600		\$ 18,600
	VRW Staff	\$ 15,000		\$ 15,000
	General GIS support (Dakota SWCD)	\$ 2,500		\$ 2,500
	Equipment/Supplies	\$ 1,000		\$ 1,000
Public Communications and Outreach				
	VRW Staff	\$ 90,000		\$ 90,000
	Dakota SWCD Outreach and Education	\$ 40,000		\$ 40,000
	Scott County SWCD Outreach and Education	\$ 2,100		\$ 2,100
	Communication and Outreach Materials and Supplies	\$ 20,000		\$ 20,000
	Local Standards/Ordinance and Turf/Salt Workshops	\$ 3,500		\$ 3,500
	MDH Grant: Water Conservation and Landscaping for Clean Water Marketing	\$ 22,500		\$ 22,500
Regulation				
	Scott SWCD Assistance with Plan Review	\$ 1,000		\$ 1,000
	VRW Staff-Permitting, Standards Assistance, Engineering/Environmental Review	\$ 30,000		\$ 30,000
Coordination and Collaboration				
	VRW Staff Coordination with other Organizations	\$ 30,000		\$ 30,000
	Children's Water Festival Support	\$ 600		\$ 600
	Watershed Partners	\$ 5,000		\$ 5,000
Land and Water Treatment				
Feasibility/Preliminary Studies				
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$ 55,000		\$ 55,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$ 110,000		\$ 110,000

General Capital Projects Cost Share				
	Cost Share Programs in Dakota County (SWCD)		\$ 110,000	\$ 110,000
	Cost Share Programs in Scott County (SWCD)		\$ 71,000	\$ 71,000
	VRW General Cost-share or Misc. Grant Match		\$ 50,000	\$ 50,000
	Past projects maintenance/repair		\$ 100,000	\$ 100,000
	VRW staff construction oversight and grant development and admin		\$ 40,000	\$ 40,000
FY23 CWF East Lake Fish Barrier				
	East Lake Fish Barrier grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 15,000	\$ 15,000
FY24 CWF Alimagnet Alum Treatment				
	Alimagnet Alum Treatment		\$ -	\$ -
	VRWJPO cash match		\$ 15,230	\$ 15,230
FY22-23 WBIF Middle Creek at Dodd TSS	Middle Creek at Dodd TSS grant pass-through		\$ 14,000	\$ 14,000
FY24-25 WBIF Lakeville Firelight Way TSS				
	Firelight Way TSS Reduction grant pass-through		\$ 184,300	\$ 184,300
	VRWJPO cash match		\$ 10,000	\$ 10,000
FY24-25 WBIF Hastings 15th & Bailey TSS				
	15th & Bailey TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 26,250	\$ 26,250
FY24-25 WBIF Farmington 4th & Willow TSS				
	4th & Willow TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ -	\$ -
FY25 CWF Alimagnet Alum Treatment Phase 2	Alimagnet Alum Treatment Phase 2		\$ -	\$ -
	VRWJPO cash match		\$ -	\$ -
FY25 CPL North Creek at Denali Way				
	FY25 CPL North Creek at Denali Way		\$ -	\$ -
	VRWJPO cash match		\$ 67,000	\$ 67,000
FY25 CPL North Creek at Hwy 3				
	FY25 CPL North Creek at Hwy 3		\$ -	\$ -
	VRWJPO cash match		\$ 70,000	\$ 70,000
Cedar Ave/Launch Park Wetland Restoration				
	VRWJPO cost share		\$ 50,000	\$ 50,000
Mork Wetland Bank				
	Mork Wetland Bank Easment & Construction		\$ 1,000,000	\$ 1,000,000
Wetland Bank Credit Sales				
	Braun Wetland Bank Credit Sales		\$ 110,000	\$ 110,000
Subtotal of Expenditures		\$ 871,300	\$ 1,932,780	\$ 2,804,080
REVENUES				
Braun Wetland Bank Credit Revenue				\$ 110,000
Wetland Bank Revolving Fund Transfer				\$ 225,000
BWSR Wetland Bank (Mork) Revenue				\$ 400,000
Use of Fund Balance (CIP)				\$ 570,014
Use of Fund Balance (Operations)				\$ -
Grant Revenue				\$ 421,184
Fees for Permitting Activities				\$ 1,000
Dakota County Levy				\$ 990,832
Scott County Levy				\$ 36,050
Investment Earnings				\$ 50,000
Total Revenues				\$ 2,804,080

6d. Authorization to Schedule a Public Hearing to Receive Comments on the Draft 2026-2035 Vermillion River Watershed Management Plan

Meeting Date: 12/4/2025
Item Type: Consent-Action
Contact: Brita Moore-Kutz
Telephone: 952-891-7967
Prepared by: Brita Moore-Kutz

**PURPOSE/ACTION REQUESTED**

- Schedule a public hearing to receive comments on the draft 2026-2035 Vermillion River Watershed Management Plan

SUMMARY

Vermillion River Watershed Joint Powers Organization (VRWJPO) staff completed the draft 2026-2035 Vermillion River Watershed Management Plan (WMP) and submitted it to the Minnesota Board of Water and Soil Resources (BWSR); other designated state review agencies; and the cities, townships, counties, and soil and water conservation districts within the watershed for a 60-day review and comment period from August 28, 2025, through October 28, 2025.

The Metropolitan Surface Water Management Act (Minn. Stat. 103B.231) requires Twin Cities Metro Area watershed management organizations to hold a public hearing on the draft WMP no sooner than 14 days after the 60-day review period ends.

Staff recommend that the Vermillion River Watershed Joint Powers Board schedule a public hearing on Thursday, January 22, 2026, at 1 p.m. to receive comments on the draft 2026-2035 WMP.

EXPLANATION OF FISCAL/FTE IMPACT

A small cost would be incurred to notice the public hearing in the official newspapers or each county.

Supporting Documents:

Attachment A: Draft Dakota County Notice for Public Hearing on Draft 2026-2035 Vermillion River Watershed Management Plan
Attachment B: Draft Scott County Notice for Public Hearing on Draft 2026-2035 Vermillion River Watershed Management Plan

Previous Board Action(s):

- ;

RESOLUTION**6d. Schedule a Public Hearing to Receive Comments on the Draft 2026-2035 Vermillion River Watershed Management Plan**

WHEREAS, Minn. Stat. 103B.231, Subd. 7(c) requires watershed management organizations to hold a public hearing on the draft plan no sooner than 14 days after the 60-day review period of the draft plan; and

WHEREAS, The 60-day review period of the draft 2026-2035 Vermillion River Watershed Management Plan ended October 28, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB hereby schedules a public hearing for January 22, 2026, at 1 p.m. for the purpose of receiving comments on the draft 2026-2035 Vermillion River Watershed Management Plan; and

BE IT FURTHER RESOLVED, that VRWJPO staff is hereby directed to publish notice of the public hearing.

Public Notice of Dakota County

Public Comment Hearing on Draft 2026-2035 Vermillion River Watershed Management Plan

Notice is hereby given that the Vermillion River Watershed Joint Powers Organization (VRWJPO) will hold a public hearing on Thursday, January 22, 2026, at 1 p.m. at the Dakota County Extension and Conservation Center (4100 220th Street West, Farmington, MN) to receive public comments on the draft 2026-2035 Vermillion River Watershed Management Plan (WMP). The hearing will be held in conjunction with the January meeting of the Vermillion River Watershed Joint Powers Board.

The draft WMP will be posted at <https://www.vermillionriverwatershed.org/watershed-management/watershed-management-plan/2026-2035-watershed-plan-development/>. Accommodations for the public hearing can be obtained by contacting Brita Moore-Kutz at (952) 891-7967 or brita.moore-kutz@co.dakota.mn.us.

Prior to the public hearing, written comments may be addressed to the VRWJPO via email to Kelly Perrine at kelly.perrine@co.dakota.mn.us.

Public Notice of Scott County

Public Comment Hearing on Draft 2026-2035 Vermillion River Watershed Management Plan

Notice is hereby given that the Vermillion River Watershed Joint Powers Organization (VRWJPO) will hold a public hearing on Thursday, January 22, 2026, at 1 p.m. at the Dakota County Extension and Conservation Center (4100 220th Street West, Farmington, MN) to receive public comments on the draft 2026-2035 Vermillion River Watershed Management Plan (WMP). The hearing will be held in conjunction with the January meeting of the Vermillion River Watershed Joint Powers Board.

The draft WMP will be posted at <https://www.vermillionriverwatershed.org/watershed-management/watershed-management-plan/2026-2035-watershed-plan-development/>. Accommodations for the public hearing can be obtained by contacting Brita Moore-Kutz at (952) 891-7967 or brita.moore-kutz@co.dakota.mn.us.

Prior to the public hearing, written comments may be addressed to the VRWJPO via email to Kelly Perrine at kelly.perrine@co.dakota.mn.us.

6e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Construction and Maintenance of the Launch Park Wetland Restoration

Meeting Date: 12/4/2025
Item Type: Consent-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), the City of Lakeville (City), and Dakota County (County) for the Launch Park Wetland Restoration Construction and Maintenance Project (Project).

SUMMARY

At the August 22, 2025, Vermillion River Watershed Joint Powers Board (JPB) meeting, the JPB authorized the execution of a JPA between the VRWJPO, City, and County for preliminary engineering design and permitting coordination for the Project. The Project would result in a reduction of total suspended solids (TSS) loading and runoff volume reduction to a reach of South Creek that has TSS, dissolved oxygen, macroinvertebrate bioassessments, and fish bioassessments impairments. Engineering design and permitting coordination were completed, and the Project is proposed to be substantially complete by December 31, 2025. The VRWJPO, City, and County are now proposing a JPA to support construction and project maintenance for the first five years immediately following construction (2026-2030).

The Project aligns with the following goals and actions included in the 2016-2025 Vermillion River Watershed Management Plan:

- Goal A, Action 20.a. Prioritize projects that provide multiple benefits, multiple pollutant reductions system-wide improvement, or synergy with other projects
- Goal G, Action 4.b. Target locations where implementing BMPs would effectively reduce sediment loading
- Goal F, Action 6.c. Work with partners to protect and restore wetlands with strategic value in flood protection and pollutant filtration through conservation easements, restoration, revegetation, and other techniques

The Project also aligns with goals and actions included within the draft 2026-2035 Vermillion River Watershed Management Plan, including:

- Issue Category: Stormwater Management. Goal-Reduce runoff rate and volume by 110 ac-ft/yr. Action SW-2-Projects Identified within South Creek Subwatershed Assessment.
- Issue Category: Climate Resilience. Goal-Improve the resilience of the VRWJPO's natural and built environment through implementation of 5 projects. Action CR-3-Floodplain Reconnection.
- Issue Category: Natural Environments. Goal-Protect and enhance natural environments. Action NE-7-Priority wetland restoration.

In addition, the Minnesota Pollution Control Agency regulates all public entities that own or operate a storm sewer conveyance system through the Municipal Separate Storm Sewer System General Permit (MS4 Permit). The County and City, as regulated holders of an MS4 Permit, must annually report on activities completed to reduce pollutant loading in accordance with completed Total Maximum Daily Load (TMDL) studies. By partnering to construct the Launch Park Wetland Restoration, the County and City will be able to utilize pollutant reduction credits in accordance with their required TMDL Waste Load Allocations.

The City's engineer released a request for quotes to for the Project, resulting in three contractor submittals. The lowest quote was submitted by Sunram Construction, Inc. with a Project cost of \$105,152. Site work for the Project began in October 2025 and is anticipated to be substantially complete by December 31, 2025. Vegetation maintenance cost-share is proposed to be provided through 2030, aligning with wetland vegetation restoration best management practices.

Staff are requesting authorization to execute a JPA with the City and County for Project construction and vegetation maintenance for the first five years immediately following construction.

EXPLANATION OF FISCAL/FTE IMPACT

The construction cost to implement the Project is \$105,152. Dakota County will contribute \$75,000 towards the Project construction, and the City and the VRWJPO will each contribute \$15,076 to construction costs in 2026. In addition, the VRWJPO will contribute \$5,000 annually for vegetation maintenance in years 2026-2030.

Supporting Documents:

Attachment A: Draft Joint Powers Agreement Between the VRWJPO, Dakota County and the City of Lakeville for the Launch Park Wetland Restoration Construction and Maintenance

Previous Board Action(s):

Res. No. VRW 24-40

RESOLUTION**6e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Launch Park Wetland Restoration Construction and Maintenance**

WHEREAS, South Creek is included in the Impaired Waters List for Total Suspended Solids (TSS), dissolved oxygen, macroinvertebrate bioassessments, and fish bioassessments; and

WHEREAS, the 2016-2025 Vermillion River Watershed Management Plan includes goals and actions that would be addressed by implementing a project to reduce sediment loading and reduce runoff volume to South Creek; and

WHEREAS, the draft 2026-2035 Vermillion River Watershed Management Plan includes goals and actions that would be addressed by implementing a project to restore wetland acreage, reduce stormwater runoff volume, and connect water resources to the historic floodplain; and

WHEREAS, Dakota County (County) and the City of Lakeville (City) must annually report on pollutant reductions achieved by the implementation of best management practices in accordance with their Municipal Separate Storm Sewer System General Permit; and

WHEREAS, construction of the Launch Park Wetland Restoration is a best management practice that would reduce TSS loading and reduce runoff volume to South Creek; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO), County, and City entered into a Joint Powers Agreement (JPA) to complete engineering design and permitting coordination associated with the Launch Park Wetland Restoration; and

WHEREAS, engineering design and permitting coordination are now complete and a request for quotes resulted in a low bid of \$105,152 for construction; and

WHEREAS, Dakota County will contribute \$75,000 and the City and VRWJPO will contribute \$15,076 each towards construction; and

WHEREAS, the VRWJPO will contribute \$5,000 per year towards vegetation maintenance from 2026-2030.

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 and the City of Lakeville for the Launch Park Wetland Restoration construction and maintenance; subject to approval by the Dakota County Attorney's Office as to form.

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,
THE COUNTY OF DAKOTA AND THE CITY OF LAKEVILLE
FOR THE LAUNCH PARK WETLAND RESTORATION PROJECT CONSTRUCTION AND
MAINTENANCE**

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

WHEREAS, South Creek (AUID 07040001-517) is located within the Vermillion River Watershed and Dakota County and is included in the EPA's 303d Impaired Waters List for Total Suspended Solids (TSS); and

WHEREAS, the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) Report includes the implementation of sediment reduction and/or volume reduction Best Management Practices within publicly owned lands in the South Creek subwatershed to reduce TSS loading in the Vermillion River; and

WHEREAS, the VRWJPO's Vermillion River Watershed Management Plan includes working with partners to restore wetlands through revegetation for flood protection and pollutant filtration; and

WHEREAS, the City acquired Outlot D, Airlake 70 First Addition (Parcel), previously in agricultural production, which drains to South Creek; and

WHEREAS, prior to implementation of sediment reduction and/or volume reduction practices within the Parcel, a wetland restoration design and applicable permitting through State agencies must be completed; and

WHEREAS, the City entered into a contract with an engineering consultant (Engineer) to provide a wetland restoration and volume reduction design to reduce TSS loading in the Vermillion River, including construction plans and specifications (Project Plans), and obtain applicable permitting necessary for the Project (City Project 24-60); and

WHEREAS, the VRWJPO, County, and City entered into an Joint Powers Agreement (JPA) to cooperatively fund the wetland restoration and volume reduction design and permitting on October 15, 2024; and

WHEREAS, the wetland restoration and volume reduction Project Plans and permitting is now complete and on-site construction and restoration (Project) is ready to commence; and

WHEREAS, the Engineer administered a Request for Quotes for the Project and the lowest bid amount was \$105,152 (Project Cost); and

WHEREAS, vegetation maintenance (Project Maintenance) is critical in the five years immediately following the Project (2026 through 2030)(Maintenance Period); and

WHEREAS, the City shall provide the Project Maintenance during the Maintenance Period and beyond; and

WHEREAS, the VRWJPO shall contribute towards the cost of the Project Maintenance performed during the Maintenance Period (Project Maintenance Cost); and

WHEREAS, the VRWJPO, County, and City have agreed to cooperatively participate in the Project and Project Maintenance and have funding available in their respective budgets to jointly participate in the Project Cost and/or Project Maintenance Cost to the extent identified herein.

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

ARTICLE 1 PURPOSE

This Agreement defines the Project and Project Maintenance responsibilities and cost-sharing obligations of the VRWJPO, County, and City.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO, County, and City.

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 December 31, 2030, 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, County, and City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

ARTICLE 5 ON-SITE WETLAND RESTORATION AND VOLUME REDUCTION

The City is the lead agency for administration of the Project, effective upon execution of this Agreement by all parties. The VRWJPO, County, and City shall inspect and approve wetland restoration and volume reduction activities occurring on the Parcel.

ARTICLE 6 POST PROJECT VEGETATION MAINTENANCE

The City is the lead agency for administration of the Project Maintenance, effective upon execution of this Agreement by all parties. The VRWJPO, County, and City shall inspect and approve Project Maintenance activities occurring on the Parcel.

ARTICLE 7 PAYMENT

6.1 The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule in consideration of the benefit provided by restoration activities on the Parcel in accordance with the Project Plans. The City will administer the Engineer and contractor contracts for the Project and act as the paying agent for all payments to the Engineer and contractor.

6.1.1 The County, by and through its Environmental Resources Department, shall contribute \$75,000 toward the Project Cost.

6.1.2 The City shall contribute \$15,076 toward the Project Cost.

6.1.3 The VRWJPO shall contribute \$15,076 toward the Project Cost.

6.1.4 The VRWJPO shall contribute up to \$5,000 annually on a matching basis towards the Project Maintenance Cost during the Maintenance Period (2026 through 2030).

6.1.5 The County is not contributing monetarily to the Project Maintenance Cost.

6.2 The City's maximum total eligible reimbursement is \$115,076 when accounting for the VRWJPO and County contributions.

6.3 No payment shall be made prior to approval of the Project by the VRWJPO, County, and City, and execution of this Agreement.

6.4 The VRWJPO and County shall pay the City their share of the Project Cost and Project Maintenance Cost on a reimbursement basis up to the maximum amounts identified in Sections 6.1.1 through 6.2. The City shall invoice the County and VRWJPO for their share of Project Cost once construction is complete to the satisfaction of all Parties. The City shall invoice the VRWJPO for its matching share of the Project Maintenance Cost up to the maximum annual contribution identified in Section 6.1.4 once vegetation maintenance activities are completed in each respective year during the Maintenance Period (2026 through 2030). The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project and Project Maintenance receipts and invoices from the City's contracted Engineer and contractor.

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

ARTICLE 8 OBLIGATIONS

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

8.2 CONTENT REQUIREMENTS. The Project and Project Maintenance shall be carried out according to the objectives outlined in the City's contract with its Engineer and/or contractor. The VRWJPO, County, and City shall approve any modifications to the scope of the Project and Project Maintenance.

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

ARTICLE 9 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The City agrees to defend, indemnify, and hold harmless the County and VRWJPO against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including negligent acts or omissions of the City and/or those of City 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 City 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 10 AUTHORIZED REPRESENTATIVES AND LIAISONS

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

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

In addition, notification to the VRWJPO and County 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.

10.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO, County and City. The VRWJPO, County, and 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

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

ARTICLE 11 MODIFICATIONS

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

ARTICLE 12 TERMINATION

12.1 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.

12.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO, County, or City may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The 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. The remaining parties shall determine by majority vote whether to continue this Agreement upon receipt of termination pursuant to this Section 11.2.

ARTICLE 13 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 14 MERGER

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

ARTICLE 15 SEVERABILITY

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

ARTICLE 16 GOVERNMENT DATA PRACTICES

The Parties 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 VRWJPO, County or City.

ARTICLE 17 SURVIVABILITY

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

ARTICLE 18 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: _____

County Res. No.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier or successor, Mayor

Date of Signature: _____

By: _____
Ann Orlofsky, City Clerk

Date of Signature: _____

DRAFT

6f. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Pond Improvements

Meeting Date: 12/4/2025
Item Type: Consent-Action
Contact: Jeff Dunn
Telephone: 952-891-7140
Prepared by: Jeff Dunn

**PURPOSE/ACTION REQUESTED**

- Authorize execution of a joint powers agreement (JPA) between the Vermillion River Watershed Joint Powers Organization (VRWJPO), the City of Lakeville (City), and Dakota County (County) for the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Pond Improvements (Project).

SUMMARY

The Vermillion River Watershed Joint Powers Organization (VRWJPO) collaborates with the City of Lakeville and Dakota County to manage water quality in the Vermillion River Watershed where City or County stormwater drains to a water resource. Lake Marion was identified as needing protection from phosphorus pollution, leading to the construction of Jaguar Pond in Lakeville in 2018. However, since that time, unforeseen groundwater seepage followed by large storm events caused the pond to fail and lose its ability to provide a means to remove pollutants.

At the August 22, 2024, Vermillion River Watershed Joint Powers Board (JPB) meeting, the JPB authorized the execution of a JPA between the VRWJPO and City for performance improvement engineering analysis for Dakota County 50-19 Lake Marion Phosphorus Treatment Project which would provide alternatives for Project construction that could result in the ability for the Project to properly function again.

Based on the results of the performance improvement engineering analysis to restore basin functionality, the City initiated Project 24-49 for final engineering design, bidding, and construction improvements which will be substantially complete by December 31, 2025. The engineering cost totals \$17,400, and the construction cost is \$90,609. The VRWJPO, County, and the City will equally share the costs contributing up to \$5,800 toward engineering and up to \$30,203 toward construction.

Staff are requesting authorization to execute a JPA with the City and County for Project costs associated with final engineering design, and construction.

EXPLANATION OF FISCAL/FTE IMPACT

The final engineering design was \$17,400 and construction cost was \$90,609. The City, County, and the VRWJPO will each contribute \$36,003 towards project engineering and construction costs.

Supporting Documents:

Attachment A: Draft Joint Powers Agreement Between the VRWJPO, Dakota County and the City of Lakeville for the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Basin Improvements (Project)

Previous Board Action(s):

Res. No. VRW 24-41

RESOLUTION**6f. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Pond Improvements**

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

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

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

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

WHEREAS, the VRWJPO identified Lake Marion as a water resource requiring protection from further degradation of water quality resulting from phosphorus and sediment-laden stormwater runoff; and

WHEREAS, Jaguar Pond, formerly known as Jaguar Avenue Stormwater Basin or the Lake Marion Phosphorus Treatment Project, is located in Lakeville and accepts drainage from upstream areas and drains to Lake Marion within the Vermillion River Watershed; and

WHEREAS, the VRWJPO, County and City partnered in the initial construction of Jaguar Pond in 2018 as part of Dakota County 50-19 project; and

WHEREAS, continuous groundwater seepage and base flow has created conditions and storage capacity reduction, combined with large storm events, resulted in the failure of portions of Jaguar Pond and its overall function; and

WHEREAS, all applicable warranties regarding the initial construction of Jaguar Pond have expired; and

WHEREAS, the City has entered into a contract with an engineering consultant to provide a final design of improvements necessary to repair and improve the functionality of Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Pond (Project), contract documents including plans and specifications (Project Plans), and construction administration for the Project at a cost of \$17,400 (Engineering Cost); and

WHEREAS, the City has awarded a contract for the construction of the Project at a total cost of \$90,609 (Project Cost); and

WHEREAS, construction of the Project is will commence in 2025; and

WHEREAS, the VRWJPO, County and City are partnering to share in the Engineering Cost and Project Cost of the Project as set forth herein; and

WHEREAS, the City, County, and VRWJPO has agreed to provide up to \$5,800 each towards the Engineering Cost and up to \$30,203.00 each towards the Project Cost and has funding available in their budget to participate in the costs; and

WHEREAS, the City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the VRWJPO for on-going maintenance of the Project in accordance with the Vermillion River Watershed Joint Powers Organization Capital Improvement Program Watershed Partner Project Maintenance and Repair Financial Assistance Policy.

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 and the City of Lakeville for the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Basin Improvements; subject to approval by the Dakota County Attorney's Office as to form.

**JOINT POWERS AGREEMENT FOR
LAKE MARION PHOSPHOROUS TREATMENT PROJECT/DAKOTA COUNTY 50-19/JAGUAR POND
IMPROVEMENTS PROJECT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,
THE CITY OF LAKEVILLE, AND DAKOTA COUNTY FOR
CITY PROJECT 24-49**

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

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

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

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

WHEREAS, the VRWJPO identified Lake Marion as a water resource requiring protection from further degradation of water quality resulting from phosphorus and sediment-laden stormwater runoff; and

WHEREAS, Jaguar Pond, formerly known as Jaguar Avenue Stormwater Basin, is located in Lakeville and accepts drainage from upstream areas and drains to Lake Marion within the Vermillion River Watershed; and

WHEREAS, the VRWJPO, County and City partnered in the initial construction of Jaguar Pond in 2018 as part of Dakota County 50-19 project; and

WHEREAS, continuous groundwater seepage and base flow created conditions and storage capacity reduction, combined with large storm events, resulting in the failure of Jaguar Pond; and

WHEREAS, all applicable warranties regarding the initial construction of Jaguar Pond have expired; and

WHEREAS, the City has entered into a contract with an engineering consultant to provide a final design of improvements determined by the engineering consultant to be necessary to improve the functionality of the Lake Marion Phosphorus Treatment Project/Dakota County 50-19 Project/Jaguar Pond (City Project 24-49 (Project)), contract documents including plans and specifications (Project Plans), and construction administration for the Project at a cost of \$17,400.00 (Engineering Cost); and

WHEREAS, the City has awarded a contract for the construction of the Project at a total cost of \$90,609.00 (Project Cost); and

WHEREAS, construction of the Project is will commence in 2025; and

WHEREAS, the VRWJPO, County and City are partnering to share in the Engineering Cost and Project Cost of the Project as set forth herein; and

WHEREAS, the City has agreed to provide up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost and has funding available in their budget to participate in the costs; and

WHEREAS, the County has agreed to provide up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost and has funding available in their budget to participate in the costs; and

WHEREAS, the VRWJPO has agreed to provide up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost and has funding available in their budget to participate in the costs.

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

ARTICLE 1 PURPOSE

This Agreement defines the Project responsibilities and Project cost-sharing obligations of the VRWJPO, City, and County.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO, City, 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 December 31, 2026, 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, City, 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 TECHNICAL AND QUALITY ASSURANCE

Any engineer providing technical or quality assurance for the Project must be a licensed Professional Engineer in the State of Minnesota. The Project will be designed using appropriate practice standards for design, construction, operation, and maintenance. The engineer(s) providing technical and quality assurance will certify that the Project was installed or constructed consistent with the Project Plans, including approved modifications, prior to authorization for payment by the VRWJPO or County. The City shall have an as-built plan set provided to the VRWJPO and County by the engineer(s) immediately following Project completion as part of the required Project certification.

ARTICLE 6 PROJECT PLANS AND SPECIFICATIONS

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

ARTICLE 7 PAYMENT

7.1 The City shall administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

7.2 The parties shall make the following contributions toward the Engineering Cost and Project Cost in accordance with the following payment schedule in consideration of the benefit provided by the Project constructed in accordance with the Project Plans.

7.2.1 The County, by and through its Transportation Department, shall contribute up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 toward the Project Cost.

7.2.2 The City shall contribute up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost.

7.2.3 The VRWJPO shall contribute up to \$5,800.00 towards the Engineering Cost and up to \$30,203.00 towards the Project Cost.

7.3 The City's maximum eligible reimbursement is up to \$72,006.00 when accounting for cash contributions of both the VRWJPO and County.

7.4 No payment by the parties shall be made prior to approval of the Project Plans by the VRWJPO, City, and County.

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

7.6 Subject to Article 12, the VRWJPO and County shall pay the City their share of the Project Cost upon receipt of the Project certification pursuant to Article 5 up to the maximum amounts identified in Sections 7.2.1 and 7.2.3. The City shall invoice the County and VRWJPO for their share of Engineering Cost along with such documentation required by either the County or VRWJPO to verify the City's payment to the engineer. The City shall invoice the County and VRWJPO for their share of Project Cost once the Project certification is provided to the parties. The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's engineer(s) and contractor(s).

ARTICLE 8 CITY OBLIGATIONS

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

8.2 CONSTRUCTION REQUIREMENTS. The Project shall be constructed according to the Project Plans. The VRWJPO, City, and County shall approve any modifications to the Project Plans.

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

8.4 RIGHT-OF-ENTRY. The City hereby permits the VRWJPO and County, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located to inspect the construction of the Project. Notwithstanding the right to inspect, neither the VRWJPO nor County is obligated hereunder to inspect the work performed on the Project.

8.5 OPERATION AND MAINTENANCE. The City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the County and VRWJPO for on-going maintenance of the Project upon completion and shall follow the terms described in the Joint Powers Agreement for the Dakota County 50-19 project (VRW Resolution 17-11) unless a failure occurs from an Act of God or Force Majeure occurs such that it is cost prohibitive to repair or maintain.

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

8.7 PUBLICITY. The City hereby permits the VRWJPO and County to take and disclose photographs of the Project for use in publications or promotional material or on their websites to highlight the VRWJPO's programs. The City, County, and VRWJPO shall appropriately acknowledge the funding provided by the VRWJPO, County, and City in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO, City, and the County. Each party warrants that it can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against 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 10 AUTHORIZED REPRESENTATIVES AND LIAISONS

10.1 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 Street W., Ste #103, Farmington, MN, 55024
Telephone: (612) 229-5855
twolf@co.scott.mn.us

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

Telephone: (952) 985-4400
jmiller@lakevillemn.gov

TO THE COUNTY: Georg T. Fischer, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7007
georg.fischer@co.dakota.mn.us

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

10.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO, City, and the County. The VRWJPO, City, and the County 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: Jeff Dunn
Water Resources Engineer
Telephone: (952) 891-7546
Email: jeff.dunn@co.dakota.mn.us

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

County Liaison: Todd Howard
Assistant County Engineer
Telephone: (952) 891-7906
Email: todd.howard@co.dakota.mn.us

ARTICLE 11 MODIFICATIONS

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

ARTICLE 12 TERMINATION

12.1 IN GENERAL. Any party may terminate this Agreement for cause by giving seven 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 the City or County in the event of a default by the VRWJPO. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other 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.

12.2 TERMINATION BY VRWJPO OR COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the 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. Neither the VRWJPO nor the County is obligated to pay for any services that are provided after written notice of termination for lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the other parties hereto up to Notice of Termination for work on the Project.

ARTICLE 13 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 14 MERGER

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

ARTICLE 15 SEVERABILITY

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

ARTICLE 16 GOVERNMENT DATA PRACTICES

The City, 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 City, County, or the VRWJPO.

ARTICLE 17 SURVIVABILITY

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

ARTICLE 18 DEFAULT: FORCE MAJEURE

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.

CITY OF LAKEVILLE

By _____
Justin Miller or successor, City Administrator
Date of Signature: _____

By _____
Ann Orlofsky, City Clerk
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

By _____
Tom Wolf or successor, Chair
Date of Signature: _____

Approved as to form:¹

Assistant Dakota County Attorney/Date
KS-25-330
VRW Res. No.

DAKOTA COUNTY

By _____
Georg T. Fischer, Director
Physical Development Division
Date of Signature: _____

Dakota County Board Res. No.

¹ Dakota County Attorney's Office approved as to form for both Dakota County and the Vermillion River Watershed Joint Powers Organization

6g. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2026

Meeting Date: 12/4/2025
Item Type: Consent-Action
Contact: Melissa Bokman Ermer
Telephone: 952-496-8887
Prepared by: Melissa Bokman Ermer

**PURPOSE/ACTION REQUESTED**

- Authorization to execute a joint powers agreement (JPA) with Scott Soil and Water Conservation District (SWCD) for services in 2026

SUMMARY

Scott Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including outreach and education, technical assistance, and capital improvements. Each task in the Scott SWCD's proposed work plan and budget (Attachment A) is included as a line item in the VRWJPO 2026 Budget.

The largest proposed spending is in the Capital Improvement Project category for cost share and financial incentives for approved best management practices (BMPs). Rather than developing VRWJPO cost-sharing programs that duplicate existing efforts, the VRWJPO relies on Scott SWCD's established cost-share programs to efficiently implement improvement projects. The VRWJPO provides Scott SWCD with cost share funds for BMPs in urban and rural areas throughout the Scott County portion of the watershed. The proposed costs for Scott SWCD's services in 2026 are \$26,700.

VRWJPO staff recommend authorization to execute a JPA with Scott SWCD for Services in 2026.

EXPLANATION OF FISCAL/FTE IMPACT

A total of \$26,700 in expenses associated with Scott SWCD's services are within the proposed VRWJPO 2026 Budget

Supporting Documents:

Attachment A: Draft Scott SWCD 2026 JPA

Previous Board Action(s):

RESOLUTION

6g. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2026

WHEREAS, Scott Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including outreach and education, technical assistance, and capital improvements; and

WHEREAS, Scott SWCD is proposing to assist the VRWJPO with similar tasks in 2026; and

WHEREAS, the tasks outlined in the Scott SWCD proposed annual work plan and budget are each included as proportional annualized line items in the VRWJPO 2026 Budget in various categories; and

WHEREAS, the VRWJPO relies on Scott SWCD's established programs to efficiently implement cost-share funding for improvement projects in the Vermillion River Watershed.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorize its Chair to execute a Joint Powers Agreement with Scott SWCD in an amount not to exceed \$26,700 as presented to the VRWJPB at its meeting on December 4, 2025; subject to approval by the Dakota County Attorney's Office as to form.

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE SCOTT SOIL & WATER CONSERVATION DISTRICT FOR
SERVICES**

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 Scott Soil & Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Scott County, with statutory authority to carry out erosion control and other soil and water conservation programs within Scott County pursuant to Minn. Stat. Ch. 103C and as otherwise provided by law; and

WHEREAS, in its 2026 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including public outreach and education and capital improvements; and

WHEREAS, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

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

**SECTION 1
PURPOSE**

The purpose of this Agreement is to provide a method by which the VRWJPO can utilize the services of the SWCD for activities related to soil and water conservation in the Vermillion River Watershed in a way that best utilizes public funds, resources and technical expertise that each party has to offer to one another.

**SECTION 2
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the Scott Soil & Water Conservation District (SWCD) acting through its Board of Supervisors.

**SECTION 3
TERM**

Notwithstanding the dates of execution by the Parties, this Agreement shall be effective from January 1, 2026 until December 31, 2026, 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.

SECTION 4 COOPERATION

The VRWJPO and the SWCD 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 any equitable and timely manner.

SECTION 5 SCOPE OF SERVICES AND PAYMENT

5.1 Scope of Services. The SWCD shall provide the services generally described in Exhibit 1, attached and incorporated herein by this reference. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD's profession currently practicing under similar conditions. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.

5.2 Total Cost. The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Twenty-Six Thousand Seven Hundred and 00/100 Dollars (\$26,700.00). The VRWJPO shall pay for purchased services at the rates set out in Exhibit 1.

5.3 Time of Payment. The VRWJPO shall make payment to the SWCD within forty-five (45) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within forty-five (45) days.

5.4 Payment for Unauthorized Claims. The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

5.5 Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payment exceed the total cost of this Agreement.

5.6 Cost Sharing Limitations for Capital Improvement Projects. Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For said projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed \$50,000 per project where total project costs eligible for consideration under VRWJPO cost share do not exceed \$99,999. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding.

SECTION 6 GENERAL PROVISIONS

6.1 SWCD Obligations. In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.

6.2 Compliance with Laws/Standards. The SWCD agrees to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this

Agreement or to the facilities, programs, and staff for which the SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.

6.3 Employee Status. The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.

6.4 Liability for Own Acts. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO and the SWCD. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

6.5 Insurance. At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.

6.6 Records Retention and Audits. The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.

6.7 Subcontracting. The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.

6.8 Timeliness. The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

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

6.10 Data Privacy and Confidentiality. Data on individuals collected, created, received, kept or shared by the SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and its implementing rules. Further, federal laws on data privacy may also apply. The SWCD must comply with data privacy laws and rules as if the SWCD was the VRWJPO. The Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the VRWJPO, the SWCD may direct the public to the VRWJPO for access to the data.

The VRWJPO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stat. Ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD

must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

6.11 Assignment. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

SECTION 7 AUTHORIZED REPRESENTATIVES AND LIAISONS

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

TO THE VRWJPO: Tom Wolf or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th Street West, Suite 103
Farmington, MN 55024

TO THE SWCD: Robert Casey or successor, Chair
Scott SWCD
7151 190th Street West, Suite 125
Jordan, MN 55352

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

7.2 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 SWCD. The VRWJPO and the SWCD shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Travis Thiel, Administrator
Vermillion River Watershed Joint Powers Organization
Telephone: (952) 891-7546

SWCD Liaison: Troy Kuphal, District Director
Scott SWCD
Telephone: (952) 492-5425

SECTION 8 TERMINATION

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

8.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of amounts due under this Agreement. Written Notice of Termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section.

The VRWJPO is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9 MODIFICATIONS

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

SECTION 10 MINNESOTA LAW TO GOVERN

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

SECTION 11 FINAL AGREEMENT AND SEVERABILITY

This Agreement is the final agreement of the parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

SECTION 12 SURVIVORSHIP

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liability); Section 6.6 (Records Detention and Audits); Section 6.10 (Data Privacy and Confidentiality); and Section 10 (Minnesota Law to Govern).

[Remainder of page intentionally left blank]

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

**SCOTT SOIL & WATER CONSERVATION
DISTRICT**

By _____
Robert Casey or successor, Chair
Board of Supervisors
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

APPROVED AS TO FORM:

Assistant County Attorney/Date

VRW Res. No.
County Attorney File No. KS-25-703

By _____
Tom Wolf or successor, Chair
Date of Signature: _____

EXHIBIT 1
DRAFT 2026 SCOTT SWCD WORK PLAN AND BUDGET

Activity	Detail	Line Item	
		2026	2026
Public Outreach and Education	Conservation, stormwater and youth education, as detailed in the Scott Clean Water Education Program 2026 Work Plan. Includes but not limited to community events/expos, library displays, news releases, Outdoor Education Day; and workshops	\$2,300	\$2,300
Capital Improvement Program*	Project development: project identification and targeting; landowner outreach, engagement and follow up	\$2,500	\$24,400
	General project design, engineering, construction and cost share administration: feasibility investigations; surveys; project design and conservation plan preparation; construction inspections and certification; cost share contract administration. Eligible projects to include but not limited to: wetland restoration, streambank stabilization, filter strips, natural landscaping, nutrient management, cover crops, grade stabilization structures, grassed and lined waterways, water and sediment control basins, well decommission.	\$5,500	
	Carryover: Lafgren (formerly Bemis) Wetland Restoration Project: continued landowner engagement, bidding, construction oversight, certification, and cost share administration	\$5,400	
	Cost share and financial incentives for approved project applications	\$10,000	
	Program management and administration--workplan and budget development; meetings; general	\$1,000	
GRAND TOTAL:			\$26,700

* To the maximum extent practical, other local, state, federal cost-share funds will be utilized to implement conservation practices before, or in conjunction with, the use VRWJPO funds. By approval of this work plan, the VRWJPO authorizes the Scott SWCD to utilize funding under this line item to provide financial assistance to landowners and occupiers in the watershed for the implementation of approved practices, as set forth in applicable 2026 cost share and incentive program policies as adopted by Scott SWCD Board of Supervisors. If insufficient CIP funds are available to approve one or more priority project(s), the SWCD will coordinate with JPO staff to request a budget amendment.

STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

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

☒ 3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of VRWJPO's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

☒ 4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

☒ Such policy, shall include VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name VRWJPO, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

☒ 6. Evidence of Insurance.

Contractor shall promptly provide VRWJPO with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide VRWJPO with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

☒ 7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

☒ 8. Release and Waiver.

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

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

Revised: 11/23

6h. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026-2027 Legal Services

Meeting Date: 12/4/2025
Item Type: Consent-Action
Contact: Brian Wisdorf
Telephone: 952-891-7546
Prepared by: Travis Thiel

**PURPOSE/ACTION REQUESTED**

- Authorization to Execute a Joint Powers Agreement (JPA) with Dakota County for 2026-2027 Legal Services

SUMMARY

The Dakota County Attorney's Office (CAO) has provided legal services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) for many years pursuant to the terms of the JPA between Dakota County and Scott County. The CAO has and will continue providing legal services to the VRWJPO in 2026-2027 based on terms agreeable to the CAO and VRWJPO.

The CAO has drafted a JPA for 2026-2027 legal services (Attachment A). The agreement stipulates that the CAO will provide legal services to the VRWJPO at a rate of \$188.99 per hour for attorney time in 2026 and \$196.55 per hour for attorney time in 2027. Dakota County Finance has determined that this hourly rate includes direct and indirect administrative costs for a mid-level senior attorney in the CAO.

Staff recommends the execution of a JPA with Dakota County for Dakota County CAO legal services provided to the VRWJPO in 2026-2027.

EXPLANATION OF FISCAL/FTE IMPACT

The proposed VRWJPO 2026 Budget includes \$25,000 for legal services.

Supporting Documents:

Attachment A. Dakota County Legal Services Cover Letter and Joint Powers Agreement with VRWJPO

Previous Board Action(s):

- ;

RESOLUTION**6h. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026-2027 Legal Services**

WHEREAS, the Dakota County Attorney's Office has provided legal services to the Vermillion River Watershed Joint Powers Organization ("VRWJPO") for many years pursuant to the general terms of the joint powers agreement between Dakota County and Scott County; and

WHEREAS, the joint powers agreement between Dakota County and Scott County for Vermillion River Watershed states that Dakota County and Scott County shall provide legal services as needed, with said legal services being provided in accordance with separate service agreements between the counties and the VRWJPO when deemed necessary by the applicable county; and

WHEREAS, the Dakota County Attorney's Office has and will continue to provide legal services to the VRWJPO in 2026-2027 on terms agreeable to the County Attorney's Office and the VRWJPO; and

WHEREAS, the Dakota County Attorney's Office has identified that it is not aware of any current conflict of interest between its representation of Dakota County and its continued representation of the VRWJPO; and

WHEREAS, the Dakota County Attorney's Office has further identified that if a conflict arises during the course of representation, the Dakota County Attorney's Office will disclose the conflict and consult with both the County and the VRWJPO as to whether continued representation of both parties or either party is possible with the parties' consent; and

WHEREAS, the proposed legal services agreement between Dakota County and VRWJPO will extend through December 31, 2027; and

WHEREAS, the parties each having the ability to terminate the agreement without cause by providing 30 days written notice to the other party; and

WHEREAS, pursuant to the agreement, the County Attorney's Office will provide legal services to the VRWJPO at a rate of \$188.99 per hour for attorney time in 2026 and \$196.55 per hour for attorney time in 2027; and

WHEREAS, Dakota County Finance determined that the hourly rate includes direct and indirect administrative costs for a mid-level senior attorney in the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, That the Vermillion River Watershed Joint Powers Board hereby authorizes the Board Chair to execute an agreement with Dakota County for legal services through December 31, 2027, substantially as presented; subject to approval by the Dakota County Attorney's Office as to form.



Office of Dakota County Attorney

Kathryn M. Keena
County Attorney

Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
Email: attorney@co.dakota.mn.us
P: 651-438-4438, F: 651-438-4499

November 12, 2025

Travis Thiel, Administrator
Vermillion River Watershed Joint Powers Organization
4100 220th Street West, #103
Farmington, MN 55024

VIA EMAIL ONLY:
travis.thiel@co.dakota.mn.us

**Re: VRWJPO Legal Services Agreement
KS-25-553**

Dear Mr. Thiel:

Enclosed for your review is a Legal Services Agreement for the Dakota County Attorney's Office to continue providing legal services to the Vermillion River Watershed Joint Powers Organization (VRWJPO). Our current agreement with the VRWJPO expires on December 31, 2025. The enclosed Agreement will allow this Office to continue providing representation through December 31, 2027.

As you know, while we have provided legal services to the VRWJPO for several years, this Office's primary role is to represent Dakota County. We are not aware that there is any current conflict of interest between this Office's representation of Dakota County and our continued representation of the VRWJPO. Should a conflict arise during the course of our representation, we will disclose that conflict and consult with you and with Dakota County as to whether continued representation of both the County and the VRWJPO is possible with both parties' consent.

Please note that the enclosed Legal Services Agreement is a contract between the VRWJPO and this Office and accordingly, our representation does not include reviewing this Agreement on behalf of the VRWJPO. You may therefore wish to consult with separate counsel as part of your Agreement review.

My office will route the Agreement for Mr. Wolf as Chair of the board for the VRWJPO, or his successor, signature after the County and VRWJPO boards approve the Agreement.

Please reach out to me with any questions.

Sincerely,

/s/ Lucie S. O'Neill

Lucie S. O'Neill
Civil Division Head

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
FOR LEGAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Dakota, Minnesota ("County") by and through the Dakota County Attorney's Office ("Dakota County Attorney's Office") and the Vermillion River Watershed Joint Powers Organization, ("VRWJPO"), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and the VRWJPO are also referred to herein as the "parties."

WHEREAS, the County is a political subdivision of the State of Minnesota, and the Dakota County Attorney's Office is required by law to provide certain legal services to the County and its Board of Commissioners.

WHEREAS, the VRWJPO is an independent joint powers entity created by Dakota County and Scott County to cooperatively carry out their responsibilities and duties under Minn. Stat. §§ 103B.211 to 103B.255.

WHEREAS, the joint powers agreement between Dakota County and Scott County creating the VRWJPO provides that Dakota County and Scott County shall provide legal services as needed to the VRWJPO in accordance to separate service agreements between the counties and the VRWJPO when deemed necessary by the applicable county.

WHEREAS, the VRWJPO desires, and the County is willing, to have the Dakota County Attorney's Office provide legal advice and services to the VRWJPO, its board ("Board") and committees, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits realized by each party, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to enable the County Attorney's Office to provide legal services to the VRWJPO, as detailed herein, and for the VRWJPO to secure such services from the Dakota County Attorney's Office, and to establish the terms on which such services shall be provided.
2. **Term.** Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2026 and shall continue in full force until December 31, 2027, unless terminated by either party pursuant to Section 5.e. of this Agreement.
3. **Services Provided by Dakota County.**
 - a. Scope. The County agrees the Dakota County Attorney's Office may provide legal advice and representation to the VRWJPO, its Board and committees subject to the discretion of the County Attorney, on an ad hoc basis.
 - b. Discretion to Decline Services. The Dakota County Attorney's Office shall have discretion to decline to provide legal services under this Agreement if it determines it is unable to provide the services requested. Nothing in this Agreement shall obligate the Dakota County Attorney's Office to provide legal services.
 - c. Discretion to Obtain Services from Other Sources. The VRWJPO shall have sole and complete discretion to obtain legal services (including, without limitation, legal advice and representation) from sources other than the Dakota County Attorney's Office. Nothing in this Agreement shall obligate the VRWJPO to obtain legal services from the Dakota County Attorney's Office.
 - d. Conflicts of Interest. If the Dakota County Attorney's Office determines that its representation of both the VRWJPO and the County and/or County Departments may result in a conflict of interest or perceived conflict of interest (as determined under the Minnesota Rules of Professional Conduct or otherwise), the Dakota County Attorney's Office shall inform the Dakota County Manager and the VRWJPO Administrator and Co-Administrator of the conflict and its effect on the Dakota County Attorney's Office's representation of the VRWJPO and the County and/or

County Departments. The Dakota County Manager and the VRWJPO Administrator and Co-Administrator, with assistance of the Dakota County Attorney's Office, shall consult with their respective boards regarding the conflict of interest issues and may request a waiver of the conflict of interest from their respective boards following disclosure of the information required for informed consent pursuant to the Minnesota Rules of Professional Conduct.

- e. Withdrawal. The Dakota County Attorney's Office may withdraw from representation of the VRWJPO subject to and in accordance with the Minnesota Rules of Professional Conduct, at any time by providing written notice of withdrawal to the VRWJPO Authorized Representative.

4. **Payment for Services.**

- a. Hourly Rate. The Dakota County Attorney's Office has agreed to extend its internal rate to the VRWJPO for the term of the Agreement. The VRWJPO shall pay for legal services at the following rate: \$188.99 per hour for attorney time and \$103.62 per hour for paralegal time in 2026 and \$196.55 per hour for attorney time and \$107.76 for paralegal time in 2027.
- b. Costs. The VRWJPO shall reimburse the Dakota County Attorney's Office for any costs incurred by the Dakota County Attorney's Office in connection with providing legal services under this Agreement. Reimbursable costs include, without limitation, long-distance telephone charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, filing fees, deposition costs, witness fees, and other reasonable expenses incurred by the Dakota County Attorney's Office in providing legal services to the VRWJPO under this Agreement.
- c. Billing. The parties have agreed to a monthly transfer of funds through Dakota County Finance. The Dakota County Attorney's Office shall provide a report to the VRWJPO on a monthly basis for legal services provided to the VRWJPO pursuant to this Agreement and any costs incurred by the Dakota County Attorney's Office in connection with providing such services. Said reports shall identify the persons providing legal services to the VRWJPO and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any costs incurred by the Dakota County Attorney's Office in connection with providing such services.

5. **General Provisions.**

- a. Independent Contractor. For purposes of this Agreement, the County Attorney and staff of the Dakota County Attorney's Office shall be deemed to be independent contractors, and not employees of the VRWJPO. Any and all agents, servants, or employees of the Dakota County Attorney's Office, while engaged in the performance of any work or services required to be performed by the County Attorney under this Agreement, shall not be considered employees of the VRWJPO, and any and all claims that may or might arise against the VRWJPO, its agents or employees as a consequence of any act or omission on the part of the VRWJPO, its agents and employees or other persons, shall in no way be the obligation or responsibility of the County, Kathryn M. Keena or successor, or the Dakota County Attorney's Office.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, and employees. The parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Nothing in this Agreement is intended as a waiver of any liability limits to which the parties are otherwise entitled under law.
- c. Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other party's Authorized Representative: (a) personal

delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt"). Receipt is effective when Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

- d. Authorized Representative. The following named persons, or their successors, are designated as the Authorized Representatives of the parties for purposes of this Agreement and notices described in 5.c. of this Agreement. The parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

TO THE COUNTY ATTORNEY:

Kathryn M. Keena, or successor
Dakota County Attorney
1560 Highway 55
Hastings, MN 55033
(651) 438-4438

TO THE VRWJPO:

Tom Wolf, or successor
Chair
4100 220th Street West, #103
Farmington, MN 55024
(952) 440-6805

- e. Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the VRWJPO, the County Attorney will provide the VRWJPO with copies of documents in the possession of the Dakota County Attorney's Office related to the provision of legal services under this Agreement. Upon termination, the Dakota County Attorney's Office shall be entitled to receive compensation for the legal services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such services.
- f. Data Practices. The VRWJPO and the County agree that all data created, collected, received, stored, used, maintained or disseminated in connection with the performance of activities pursuant to this Agreement shall be treated in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Minnesota Rules implementing the Act, as well as any other applicable state or federal law that applies to such data.
- g. Knowing and Voluntary Agreement. The VRWJPO acknowledges that it has entered into this Agreement knowingly and voluntarily. The VRWJPO also acknowledges that it had a reasonable opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement, and that it has not relied on any advice of the Dakota County Attorney's Office in negotiating, preparing, or entering into this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction will not be resolved strictly against the party that drafted this Agreement. It is the intent of the parties that all language used in this Agreement be constructed and construed to give its natural and ordinary meaning and effect, regardless of any rule to the contrary.
- h. Amendments. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' respective boards, and signed by the Authorized Representatives.
- i. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- j. 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 substantially impair the value of the entire Agreement with respect to either party.

- k. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and may not be modified orally or in any other manner except in writing signed by both parties.

ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

COUNTY OF DAKOTA

By _____
Kathryn M. Keena
Dakota County Attorney

Date of Signature _____

County Board Res. # _____

**VERMILLION RIVER WATERSHED JOINT
POWERS ORGANIZATION**

By _____
Tom Wolf, or successor
Board Chair

Date of Signature _____

VRW Res. # _____

6i. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026 Administration, Staffing, and Support Services

Meeting Date: 12/4/2025
Item Type: Consent-Action
Contact: Travis Thiel
Telephone: 952-891-7002
Prepared by: Travis Thiel

**PURPOSE/ACTION REQUESTED**

- Authorize execution of a joint powers agreement (JPA) between the Vermillion River Watershed Joint Powers Organization (VRWJPO) and Dakota County for 2026 administration, staffing, and support services.

SUMMARY

VRWJPO legal counsel recommends a service agreement for the various (non-legal) staffing and other services Dakota County provides to the VRWJPO. VRWJPO legal counsel recommends a separate service agreement for legal services. Staff and other services provided to the VRWJPO from various Dakota County Departments under this agreement include the following with their respective Divisions:

Physical Development Division

- Core VRWJPO (Dakota County) staff services provided by the Environmental Resources Department
- Physical Development Administration (includes Administrative Coordinating Services, Real Estate, Planning)
- Survey
- Fleet Management
- Facilities Management
- Transportation (includes Survey)

Central Operations Division

- Finance (includes Contracts, Payroll, Accounts Payable, Accounts Receivable, Purchasing)
- Risk Management
- Information Technology (includes Geographic Information Systems)

Administration

- Human Resources

Some staff services are reimbursed monthly by the VRWJPO to Dakota County on a time and materials basis, though some staff and services are considered as underlying overhead in Dakota County's Cost Allocation Plan. Those departments reimbursed on a time and materials basis include Environmental Resources, Physical Development Administration, Survey, Transportation, and Information Technology (Geographic Information Systems only). The remaining department services are included in Dakota County's underlying overhead and include Fleet Management, Facilities Management, Finance, Risk Management, IT (non-Geographic Information Systems), and Human Resources.

Many non-core staff services are challenging to anticipate and accurately budget for as they aren't consistently utilized. VRWJPO staff have incorporated their best estimate in staff service costs in the VRWJPO 2026 Budget. It is recommended that the Vermillion River Watershed Joint Powers Board authorize execution of a JPA between the VRWJPO and Dakota County for administration, staffing, and support services.

EXPLANATION OF FISCAL/FTE IMPACT

VRWJPO staff have incorporated \$530,000 in estimated costs for staff services in the VRWJPO Final 2026 Budget.

Supporting Documents:

Attachment A: Draft Joint Powers Agreement with Dakota County for Administration, Staffing, and Support Services

Previous Board Action(s):**RESOLUTION****6i. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026 Administration, Staffing, and Support Services**

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) is governed by the joint powers agreement by and between Dakota County and Scott County dated January 21, 2025 with the counties providing staff support to the VRWJPB; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) has an Administrator and other staff services provided by Dakota County; and

WHEREAS, some staff services are provided as an underlying overhead cost as identified in Dakota County's Cost Allocation Plan whereas other staff services are provided on a time and materials basis; and

WHEREAS, the VRWJPO will reimburse Dakota County for those staff services that are provided on a time and materials basis; and

WHEREAS, the VRWJPO will provide reimbursement to Dakota County for staff services on a monthly basis; and

WHEREAS, the VRWJPB reviewed a draft service agreement for Dakota County 2026 administration, staffing, and support services at its December 4, 2025, meeting.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB approves the Service Agreement with Dakota County for administration, staffing, and support services; subject to approval by the Dakota County Attorney's Office as to form.

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE VERMILLION WATERSHED JOINT POWERS ORGANIZATION
FOR ADMINISTRATION, STAFFING AND SUPPORT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Dakota, Minnesota ("County") and the Vermillion River Watershed Joint Powers Organization, ("VRWJPO"), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and the VRWJPO are also referred to herein as the "Parties."

WHEREAS, the County is a political subdivision of the State of Minnesota; and

WHEREAS, the VRWJPO is an independent joint powers entity created by Dakota County and Scott County to cooperatively carry out their responsibilities and duties under Minn. Stat. §§ 103B.211 to 103B.255; and

WHEREAS, pursuant to the Joint Powers Agreement between the County and Scott County forming the VRWJPO ("VRWJPO JPA"), the County agreed to serve as fiscal agent for the VRWJPO and to provide staff support services to the VRWJPO for its day-to-day operations including assigning an administrator to act as a liaison and perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan; and

WHEREAS, the County's Physical Development Division currently has delegated an environmental resources supervisor, water resources engineer, environmental specialist, and a communications and outreach specialist ("Watershed Management Unit") to provide services that support the VRWJPO's day-to-day operations and/or perform the duties described in VRWJPO JPA and the Vermillion River Watershed Management Plan; and

WHEREAS, the County's current delegated environmental resources supervisor is the acting "Administrator" of the VRWJPO in accordance with the VRWJPO JPA; and

WHEREAS, the County provides the following services to the VRWJPO: fleet management services, facilities management services, administrative coordinating services ("ACS"), planning and real estate related services; environmental resources services; information technology services (including geographic information system ("GIS") services); risk management services; and finance services (including contracting and purchasing services); and human resource services; and

WHEREAS, the VRWJPO compensates the County for those services provided by the County either at County approved rates or as part of a central overhead charge ("Monthly OH Charge") included in the Watershed Management Unit charges pursuant to the County's Cost Allocation Plan; and

WHEREAS, the VRWJPO desires that the County continue to provide the Watershed Management Unit staffing and those County services identified herein subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive from this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to articulate the scope of the County's administration, staffing and support services provided to the VRWJPO.

**ARTICLE II
STAFFING/SERVICES**

Section 2.1 General. The County shall provide VRWJPO with staffing identified in Section 2.2.1 for its day-to-day operations and/or to perform the duties described in the VRWJPO JPA and the

Vermillion River Watershed Management Plan, including, but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Dakota County, and project planning under the direction of the Vermillion River Watershed Joint Powers Board ("VRWJPB"), and any other role generally described in the Vermillion River Watershed Management Plan. The County shall also provide VRWJPO with those administrative and support services identified in Section 2.2.2.

Section 2.2 Scope of Staffing/Services. Subject to the terms and conditions of this Agreement, the Parties agree that the County shall provide the following staffing/services:

2.2.1 Staffing: The County, through the County's Environmental Resources Department, shall provide an Administrator as identified in the VRWJPO JPA, along with other staffing positions accounted for in the VRWJPO budget (collectively "Watershed Management Unit").

2.2.2 Services: The County shall provide fleet management services, facilities management services, administrative coordinating services ("ACS"), planning and real estate related services; environmental resources services; information technology services (including geographic information system ("GIS") services); risk management services; and finance services (including contracting and purchasing services); and human resource services.

2.2.3. Training: The Watershed Management Unit shall be authorized to attend mandatory County provided training as required by the County. Any training of the Watershed Management Unit deemed necessary by the VRWJPO Administrator shall be provided to the Watershed Management Unit at the expense of the VRWJPO.

2.2.4 Performance: The VRWJPB shall direct any concerns it has with the Watershed Management Unit staffing services provided pursuant to this Agreement to the Dakota County Environmental Resources Department Director. The VRWJPB shall direct any concerns it has with the county provided services to the applicable division director. All reviews and any discipline of County staff, including the Watershed Management Unit, shall be performed/imposed solely by the designated county divisions.

ARTICLE III TERM OF AGREEMENT

Section 3.1 Term. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2026 and shall continue in full force until December 31, 2026 unless terminated earlier by either party as permitted herein.

Section 3.2 Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the VRWJPO, the County will provide the VRWJPO with copies of documents in its possession related to the provision of services under this Agreement. Upon termination, the County shall be entitled to receive compensation for the staffing and services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such staffing and services.

ARTICLE IV COMPENSATION

Section 4.1 Compensation. In consideration of the County's staffing services for the VRWJPO's day-to-day operations and/or to perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan, including overhead, under this Agreement, VRWJPO will pay the County for these as determined yearly through the budgeting process. The County's compensation for providing information technology services, (excluding GIS services), risk management services, and finance services (excluding contracting and purchasing services), fleet management services, and facilities management services, human resources services pursuant to this Agreement are included in the Watershed Management Unit charge(s) as a

Monthly OH charge. In consideration of the County providing GIS, planning, real estate, ACS, and environmental resource services, the VRWJPO will pay the County monthly for those services at County approved rates.

The VRWJPO shall reimburse the County for expenses incurred by the Watershed Management Unit and incurred by the County in performing the administration, staffing and support services provided hereunder.

Section 4.2 Payment. The time spent by the Watershed Management Unit and other County departments providing services hereunder that are charged at County approved rates, along with their expenses related to the VRWJPO shall be submitted to the County's finance department on a monthly basis, processed by the County's ACS, and funds transferred by the County's finance department from VRWJPO account(s) to the appropriate County accounts. The compensation for the staffing/services provided hereunder shall be reflected in the reports provided to the VRWJPB.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Compliance with Laws and Standards. The Parties agree to comply with all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Parties are responsible.

Section 5.2 Accountability for Funds. All funds shall be accounted for according to generally accepted accounting principles. All pertinent books, records, documents, and accounting procedures and practices shall be maintained by the County and made available to VRWJPO, its members, and the State Auditor upon reasonable notice and shall be retained in accordance with state law.

Section 5.3 Data Privacy and Security Compliance. The Parties agree that all data created, collected, received, stored, used, maintained or disseminated in implementing this Agreement shall be treated in compliance with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (MGDPA) and all other federal, state and local laws that apply to such data.

Section 5.4 Non-Employee Status. In implementing the terms of this Agreement, the staff provided pursuant to Section 2.2.1 and the County employees providing the services identified in Section 2.2.2 shall remain employees of the County at all times when this Agreement is in effect. Each Party is solely responsible for the acts and omissions of its employees and agents and any claims that may arise therefrom.

Section 5.5 Knowing and Voluntary Agreement. VRWJPO acknowledges and agrees that it has entered into this Agreement knowingly and voluntarily. VRWJPO further acknowledges that it has been provided an opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement.

Section 5.6 Modification. Any amendments, changes, or modifications to this Agreement shall be valid only if reduced to writing and signed by the County and VRWJPO.

Section 5.7 Waiver. No waiver of any provision of this Agreement shall be valid unless it is reduced to writing and signed by the County and VRWJPO. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of any provision of this Agreement.

Section 5.8 Indemnification. Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees, or agents. The provisions of

the Minnesota Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern the liability of both the County and VRWJPO. In the event any claims or actions asserted or filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. This section shall survive the expiration or termination of this Agreement.

Section 5.9 Force Majeure. Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party's reasonable control, provided the defaulting Party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

Section 5.10 Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other Party's Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt").

Receipt is effective when the Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.

Section 5.11 Authorized Representative. The signatories of this Agreement, or their successors, are designated as the Authorized Representatives of the Parties for purposes of this Agreement and notices described in 5.10 of this Agreement. The Parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.

Section 5.12 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 substantially impair the value of the entire Agreement with respect to either Party.

Section 5.13 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

Section 5.14 Complete Agreement. With respect to its subject matter, this Agreement represents the complete and exclusive agreement between the Parties and supersedes any and all prior agreements.

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

**VERMILLION RIVER WATERSHED JOINT
POWERS ORGANIZATION**

VRW Res. No. _____

By _____
Tom Wolf or successor, Chair
Date of Signature: _____

County Board Res. No. _____

COUNTY OF DAKOTA

By _____
Heidi Welsch or successor,
County Manager
Date of Signature: _____



Vermillion River Watershed Joint Powers Organization

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

September 2025 Expense Report

The previous invoices submitted between August 1 and August 31, 2025 total: \$78,972.58

The final invoices submitted between September 1 and September 30, 2025 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
	DC Staff Time	\$	44,059.02
	GIS Time	\$	751.82
	ACS	\$	196.08
	DC Legal	\$	1,281.02
IN32728	Scott County	\$	1,110.01
28-Jun	Stantec	\$	919.00
7967	Northfield Lines	\$	979.06
2455811	Stantec	\$	1,530.37
SIN004458	Moore Eng	\$	5,456.25
SIN004457	Moore Eng	\$	4,473.75
Pcard	Travis Thiel - ice for tour	\$	7.18
Sep-25	Mail Charges	\$	2.17
TOTAL \$			60,765.73

Action Requested: Approval of all expenses as presented



Vermillion River Watershed Joint Powers Organization

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

October 2025 Expense Report

The previous invoices submitted between September 1 and September 30, 2025 total: \$60,765.73

The final invoices submitted between October 1 and October 30, 2025 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
	VRW Staff Time	\$	40,814.48
	ACS Staff Time	\$	287.59
	GIS Staff Time	\$	27.81
	DC Legal Fees	\$	249.09
IN32803	Scott County	\$	978.79
2461441	Stantec	\$	14,874.77
00000889771	Minnesota Pollution Control Agency (MPCA) = 10006102	\$	2,000.00
1DLH-JN71-D7R1	Amazon	\$	307.98
SIN005176	Moore Engineering	\$	2,633.75
SIN005177	Moore Engineering	\$	2,567.50
3498	Dakota County Soil & Water Conservation District	\$	51,492.13
P Card - J Grim	Smart Salting	\$	36.26
P Card - S Weber	VRW Watershed Tour	\$	121.39
P Card - J Grim	Smart Salting	\$	38.66
P Card - J Grim	Smart Salting	\$	108.23
18015	Turnheim Partners	\$	1,080.00
Pay App #2	Sunram	\$	615.00
2025-2776	MN DNR	\$	6,755.75
TOTAL \$			124,989.18

Action Requested: Approval of all expenses as presented

8a. Adoption of the Vermillion River Watershed Joint Power Organization 2026 Budget and Watershed Management Tax District Levy

Meeting Date: 12/4/2025
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel

**PURPOSE/ACTION REQUESTED**

- Adoption of the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2026 Budget and Watershed Management Tax District Levy

SUMMARY

The proposed VRWJPO 2026 Budget (Attachment A) is \$2,848,648 including Clean Water Fund Competitive Funding grants, Clean Water Fund Watershed-Based Implementation Funding grants, Conservation Partners Legacy Grants, and the Watershed Management Tax District levy. The proposed VRWJPO 2026 Budget recommends a Watershed Management Tax District Levy of \$1,078,225; \$40,532 in the Scott County portion of the watershed and \$1,037,693 in the Dakota County portion of the watershed. This amount represents a five-percent increase in the overall Watershed Management Tax District levy compared to 2025. The draft budget reflected recommendations from VRWJPO staff, partners, and items from the implementation section of the draft 2026-2035 Vermillion River Watershed Management Plan.

EXPLANATION OF FISCAL/FTE IMPACT

The proposed VRWJPO 2026 Budget is \$2,848,648 with recommended Watershed Management Tax District Levy of \$1,078,693, \$40,532 in the Scott County portion of the watershed and \$1,037,693 in the Dakota County portion of the watershed. The 2026 proposed levy represents a five percent increase over the amount levied in 2025.

Supporting Documents:

Attachment A: VRWJPO Final 2026 Budget
Attachment B. Dakota County 2026 Tax Impact Statement
Attachment C. Scott County 2026 Tax Impact Statement

Previous Board Action(s):

- ;

RESOLUTION

8a. Adoption of the Vermillion River Watershed Joint Power Organization 2026 Budget and Watershed Management Tax District Levy

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

WHEREAS, the Vermillion River Watershed Planning Commission has reviewed and recommended the adoption of the proposed VRWJPO 2026 Budget and Watershed Management Tax District Levy; and

WHEREAS, the Vermillion River Watershed Joint Powers Board has reviewed and discussed the VRWJPO 2026 Budget and Vermillion River Watershed Management Tax District Levy.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby adopts the VRWJPO 2026 Budget totaling \$2,848,648 and recommends a Vermillion River Watershed Management Tax District Levy of \$1,078,225 (\$40,532 in the Scott County portion of the watershed and \$1,037,693 in the Dakota County portion of the watershed).

VRWJPO Final 2026 Budget

EXPENSES

Budget Category	Budget Activity	Operations and Programs	CIP	Budget Total
Administration and Operations				
	Dakota County VRW Staff	\$ 227,000		\$ 227,000
	Scott County VRW Staff	\$ 15,000		\$ 15,000
	Legal Support	\$ 25,000		\$ 25,000
	Miscellaneous Expenses (per diems, mileage, postage, insurance, etc.)	\$ 11,000		\$ 11,000
	Training, Conferences, and Certifications	\$ 6,000		\$ 6,000
Planning				
	Dakota SWCD Incentive Program Policy Assistance	\$ 1,500		\$ 1,500
	VRW Staff	\$ 30,000		\$ 30,000
Inventory, Assessment, & Research				
	Monitoring	\$ 100,000		\$ 100,000
	USGS and DNR Flow Gaging	\$ 20,000		\$ 20,000
	VRW Staff	\$ 20,000		\$ 20,000
	General GIS support (Dakota SWCD)	\$ 1,500		\$ 1,500
	Equipment/Supplies	\$ 1,000		\$ 1,000
	Enhanced Street Sweeping Assessment	\$ 45,000		\$ 45,000
Communications, Outreach, and Public Relations				
	VRW Staff	\$ 108,000		\$ 108,000
	Dakota SWCD Outreach and Education	\$ 40,000		\$ 40,000
	Scott County SWCD Outreach and Education	\$ 2,300		\$ 2,300
	Communication and Outreach Materials and Supplies, Signage	\$ 7,500		\$ 7,500
	Local Standards/Ordinance and Turf/Salt Workshops	\$ 2,500		\$ 2,500
	Children's Water Festival Support	\$ 600		\$ 600
	Watershed Partners	\$ 5,000		\$ 5,000
	Digital Accessibility Requirement Assessment and Improvements	\$ 9,000		\$ 9,000
	Stewardship Grant Program	\$ 25,000		\$ 25,000
Regulation				
	VRW Staff-Permitting, Standards Assistance, Engineering/Environmental Review	\$ 45,000		\$ 45,000
Feasibility & Preliminary Engineering				
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$ 20,000		\$ 20,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (VRW staff)	\$ 40,000		\$ 40,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Consulting)	\$ 20,000		\$ 20,000
CIP and Maintenance				
	Cost Share Programs in Dakota County (SWCD)		\$ 60,000	\$ 60,000
	Cost Share Programs in Scott County (SWCD)		\$ 25,000	\$ 25,000
	VRW General Cost-share or Miscellaneous Grant Match		\$ 40,000	\$ 40,000
	Past projects maintenance/repair		\$ 30,000	\$ 30,000
	VRW staff construction oversight and grant development and admin		\$ 60,000	\$ 60,000
East Lake Fish Management				
	VRWJPO cost share		\$ 10,000	\$ 10,000
FY24 CWF Alimagnet Alum Treatment				
	Alimagnet Alum Treatment		\$ 121,423	\$ 121,423
	VRWJPO cash match		\$ 17,331	\$ 17,331

FY24-25 WBIF Lakeville Firelight Way TSS				
	Firelight Way TSS Reduction grant pass-through		\$ 165,870	\$ 165,870
	VRWJPO cash match		\$ 10,000	\$ 10,000
FY24-25 WBIF Hastings 15th & Bailey TSS				
	15th & Bailey TSS Reduction grant pass-through		\$ 177,350	\$ 177,350
	VRWJPO cash match		\$ 111,000	\$ 111,000
FY24-25 WBIF Farmington 4th & Willow TSS				
	4th & Willow TSS Reduction grant pass-through		\$ 63,912	\$ 63,912
	VRWJPO cash match		\$ 39,207	\$ 39,207
FY25 CWF Alimagnet Alum Treatment Phase 2	Alimagnet Alum Treatment Phase 2		\$ 52,000	\$ 52,000
	VRWJPO cash match		\$ 5,500	\$ 5,500
FY25 CPL North Creek at Denali Way				
	FY25 CPL North Creek at Denali Way		\$ 364,155	\$ 364,155
	VRWJPO cash match		\$ 25,000	\$ 25,000
FY25 CPL North Creek at Hwy 3				
	FY25 CPL North Creek at Hwy 3		\$ 500,000	\$ 500,000
	VRWJPO cash match		\$ 25,000	\$ 25,000
Apple Valley EVR-P55 Stormwater Pond Retrofit				
	VRWJPO cost share		\$ 18,000	\$ 18,000
Wetland Bank Credit Sales				
	Braun Wetland Bank Credit Sales		\$ 100,000	\$ 100,000
Subtotal of Expenditures		\$ 827,900	\$ 2,020,748	\$ 2,848,648
REVENUES				
Braun Wetland Bank Credit Revenue				\$ 100,000
Use of Fund Balance				\$ 401,413
Grant Revenue				\$ 1,218,010
Fees for Permitting Activities				\$ 1,000
Dakota County Levy				\$ 1,037,693
Scott County Levy				\$ 40,532
Investment Earnings				\$ 50,000
Total Revenues				\$ 2,848,648

2025 Ending (Combined)				\$ 1,909,475
2026 Use of Fund Balance (Combined)				\$ 401,413
2026 Available Fund Balance (Combined)				\$ 1,508,062
Cash Reserve Balance				\$ 712,162
Unallocated Fund balance				\$ 795,900
Target Cash Reserve Balance			25% of Expenses	\$ 712,162

Residential HomesteadProperty

Market Value	Tax Capacity	Proposed 2026 Levy								2025 Actual	2024 Actual	2023 Actual	2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual
		\$300,000	\$400,000	\$500,000	\$750,000	\$990,832	\$1,037,693	\$1,250,000	\$1,500,000	\$990,832	\$965,600	\$964,900	\$967,500	\$966,650	\$966,000	\$912,900	\$887,900	\$861,700	\$821,140
Rate		0.05629%	0.08523%	0.11416%	0.18649%	0.25617%	0.26973%	0.33116%	0.40349%	0.2714%	0.2703%	0.2870%	0.3470%	0.3480%	0.3990%	0.4030%	0.4290%	0.4490%	0.4490%
Various Values																			
\$150,000	1,170	\$0.66	\$1.00	\$1.34	\$2.18	\$3.00	\$3.15	\$3.87	\$4.72	\$3.17	\$3.41	\$3.62	\$4.06	\$4.07	\$4.67	\$4.71	\$5.02	\$5.25	\$5.25
\$170,000	1,388	\$0.78	\$1.18	\$1.58	\$2.59	\$3.55	\$3.74	\$4.59	\$5.60	\$3.77	\$4.00	\$4.25	\$4.81	\$4.83	\$5.54	\$5.59	\$5.95	\$6.23	\$6.23
\$185,000	1,551	\$0.87	\$1.32	\$1.77	\$2.89	\$3.97	\$4.18	\$5.14	\$6.26	\$4.21	\$4.44	\$4.72	\$5.38	\$5.40	\$6.19	\$6.25	\$6.65	\$6.96	\$6.96
\$190,000	1,606	\$0.90	\$1.37	\$1.83	\$2.99	\$4.11	\$4.33	\$5.32	\$6.48	\$4.36	\$4.59	\$4.87	\$5.57	\$5.59	\$6.41	\$6.47	\$6.89	\$7.21	\$7.21
\$200,000	1,715	\$0.97	\$1.46	\$1.96	\$3.20	\$4.39	\$4.62	\$5.68	\$6.92	\$4.65	\$4.89	\$5.19	\$5.95	\$5.97	\$6.84	\$6.91	\$7.36	\$7.70	\$7.70
\$210,000	1,824	\$1.03	\$1.55	\$2.08	\$3.40	\$4.67	\$4.92	\$6.04	\$7.36	\$4.95	\$5.18	\$5.50	\$6.33	\$6.35	\$7.28	\$7.35	\$7.82	\$8.19	\$8.19
\$225,000	1,987	\$1.12	\$1.69	\$2.27	\$3.71	\$5.09	\$5.36	\$6.58	\$8.02	\$5.39	\$5.62	\$5.97	\$6.89	\$6.91	\$7.93	\$8.01	\$8.52	\$8.92	\$8.92
\$250,000	2,260	\$1.27	\$1.93	\$2.58	\$4.21	\$5.79	\$6.09	\$7.48	\$9.12	\$6.13	\$6.36	\$6.75	\$7.84	\$7.86	\$9.02	\$9.11	\$9.69	\$10.15	\$10.15
\$275,000	2,532	\$1.43	\$2.16	\$2.89	\$4.72	\$6.49	\$6.83	\$8.38	\$10.22	\$6.87	\$7.09	\$7.53	\$8.79	\$8.81	\$10.10	\$10.20	\$10.86	\$11.37	\$11.37
\$290,000	2,696	\$1.52	\$2.30	\$3.08	\$5.03	\$6.91	\$7.27	\$8.93	\$10.88	\$7.32	\$7.54	\$8.00	\$9.35	\$9.38	\$10.76	\$10.86	\$11.56	\$12.10	\$12.10
\$300,000	2,805	\$1.58	\$2.39	\$3.20	\$5.23	\$7.18	\$7.56	\$9.29	\$11.32	\$7.61	\$7.83	\$8.32	\$9.73	\$9.76	\$11.19	\$11.30	\$12.03	\$12.59	\$12.59
\$371,600	3,585	\$2.02	\$3.06	\$4.09	\$6.69	\$9.18	\$9.67	\$11.87	\$14.46	\$9.73	\$9.94	\$10.56	\$12.44	\$12.48	\$14.30	\$14.45	\$15.38	\$16.10	\$16.10
\$384,800	3,729	\$2.10	\$3.18	\$4.26	\$6.95	\$9.55	\$10.06	\$12.35	\$15.05	\$10.12	\$10.33	\$10.97	\$12.94	\$12.98	\$14.88	\$15.03	\$16.00	\$16.74	\$16.74
\$400,000	3,895	\$2.19	\$3.32	\$4.45	\$7.26	\$9.98	\$10.50	\$12.90	\$15.71	\$10.57	\$10.78	\$11.44	\$13.51	\$13.55	\$15.54	\$15.69	\$16.71	\$17.49	\$17.49
\$425,000	4,167	\$2.35	\$3.55	\$4.76	\$7.77	\$10.67	\$11.24	\$13.80	\$16.81	\$11.31	\$11.51	\$12.23	\$14.46	\$14.50	\$16.63	\$16.79	\$17.88	\$18.71	\$18.71
\$450,000	4,440	\$2.50	\$3.78	\$5.07	\$8.28	\$11.37	\$11.97	\$14.70	\$17.91	\$12.05	\$12.25	\$13.01	\$15.41	\$15.45	\$17.71	\$17.89	\$19.05	\$19.93	\$19.93
\$475,000	4,712	\$2.65	\$4.02	\$5.38	\$8.79	\$12.07	\$12.71	\$15.60	\$19.01	\$12.79	\$12.99	\$13.79	\$16.35	\$16.40	\$18.80	\$18.99	\$20.21	\$21.16	\$21.16
\$500,000	4,985	\$2.81	\$4.25	\$5.69	\$9.30	\$12.77	\$13.44	\$16.51	\$20.11	\$13.53	\$13.72	\$14.57	\$17.30	\$17.35	\$19.89	\$20.09	\$21.38	\$22.38	\$22.38

Median Value as of:		10/08/25
Net Tax Capacity		345,622,458
2025	Median Value	\$371,600
2026	Median Value	\$384,800
Percent Change		3.55%

Pay 2025 Fiscal Disparity Distribution:	\$ 105,436.00
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WHAT IF TAX COMPARISON PAY 2025 vs Pay 2026

REVISED

9:56 am, Nov 14, 2025

FISCAL YEAR 2025			
12,591,637 GROSS TAX CAPACITY		\$	36,050 FINAL CERTIFIED LEVY
(10,423) 10% KV TRANS LINE (-)			
(728,879) FISCAL DISPARITY (-)		\$	(2,710) FISCAL DISPARITY (-)
11,852,335 NET TAX CAPACITY		\$	33,340 TAX LEVY OR SPREAD LEVY
Tax Rate		0.281%	
FISCAL YEAR 2026			
14,436,527 GROSS TAX CAPACITY		\$	40,532 PROPOSED LEVY OR CERTIFIED LEVY
(10,223) 10% KV TRANS LINE (-)			
(930,067) FISCAL DISPARITY (-)		\$	(2,632) FISCAL DISPARITY (-)
13,496,237 NET TAX CAPACITY		\$	37,900 TAX LEVY OR SPREAD LEVY
Tax Rate		0.281%	

RESIDENTIAL IMPACTS

RESIDENTIAL IMPACTS										Pay 2025	Pay 2026			Median & Average Values			
	% Value Range Inc/Dec	# of affected Properties	Average Market Value 2025	Average Market Value 2026	Value Exclusion 2025	Taxable Market Value 2025	Value Exclusion 2026	Taxable Market Value 2026	Taxable % Chg 2025 - 2026	Net Payable 2025	Net Payable 2026	Net Inc/Dec 2025 vs 2026	Net Difference % Change	2025 Median Values	2026 Median Values	2026 Average Values	2026 Value % Change
Elko New Mrkt City 1,650	+15.01+%	24	\$ 393,524	\$ 452,553	\$ 11,133	\$ 382,392	\$ 5,820	\$ 446,733	16.83%	\$ 10.76	\$ 12.55	\$ 1.79	16.6%	\$ 396,000	\$ 419,400	\$ 418,000	5.9%
	+10.01-15.00%	28	\$ 393,524	\$ 442,715	\$ 11,133	\$ 382,392	\$ 6,706	\$ 436,009	14.02%	\$ 10.76	\$ 12.24	\$ 1.49	13.8%				
	+5.01-10.00%	1,113	\$ 393,524	\$ 423,039	\$ 11,133	\$ 382,392	\$ 8,477	\$ 414,562	8.41%	\$ 10.76	\$ 11.64	\$ 0.89	8.2%				
	+0.01-5.00%	450	\$ 393,524	\$ 403,363	\$ 11,133	\$ 382,392	\$ 10,247	\$ 393,115	2.80%	\$ 10.76	\$ 11.04	\$ 0.28	2.6%				
	No Change	9	\$ 393,524	\$ 393,524	\$ 11,133	\$ 382,392	\$ 11,133	\$ 382,392	0.00%	\$ 10.76	\$ 10.74	\$ (0.02)	-0.2%				
	-0.01-5.00%	25	\$ 393,524	\$ 383,686	\$ 11,133	\$ 382,392	\$ 12,018	\$ 371,668	-2.80%	\$ 10.76	\$ 10.44	\$ (0.32)	-3.0%				
	-5.01-10%	0	\$ 393,524	\$ 364,010	\$ 11,133	\$ 382,392	\$ 13,789	\$ 350,221	-8.41%	\$ 10.76	\$ 9.83	\$ (0.92)	-8.6%				
	-10.01-15%	1	\$ 393,524	\$ 344,334	\$ 11,133	\$ 382,392	\$ 15,560	\$ 328,774	-14.02%	\$ 10.76	\$ 9.23	\$ (1.52)	-14.2%				
-15.01+	0	\$ 393,524	\$ 334,496	\$ 11,133	\$ 382,392	\$ 16,445	\$ 318,050	-16.83%	\$ 10.76	\$ 8.93	\$ (1.83)	-17.0%					
New Market Twp 1,173	+15.01+%	43	\$ 644,240	\$ 740,876	\$ -	\$ 644,240	\$ -	\$ 740,876	15.00%	\$ 19.14	\$ 22.50	\$ 3.36	17.6%	\$ 615,900	\$ 663,800	\$ 691,900	7.8%
	+10.01-15.00%	274	\$ 644,240	\$ 724,770	\$ -	\$ 644,240	\$ -	\$ 724,770	12.50%	\$ 19.14	\$ 21.93	\$ 2.79	14.6%				
	+5.01-10.00%	443	\$ 644,240	\$ 692,558	\$ -	\$ 644,240	\$ -	\$ 692,558	7.50%	\$ 19.14	\$ 20.80	\$ 1.66	8.7%				
	+0.01-5.00%	410	\$ 644,240	\$ 660,346	\$ -	\$ 644,240	\$ -	\$ 660,346	2.50%	\$ 19.14	\$ 19.67	\$ 0.53	2.8%				
	No Change	2	\$ 644,240	\$ 644,240	\$ -	\$ 644,240	\$ -	\$ 644,240	0.00%	\$ 19.14	\$ 19.10	\$ (0.03)	-0.2%				
	-0.01-5.00%	0	\$ 644,240	\$ 628,134	\$ -	\$ 644,240	\$ -	\$ 628,134	-2.50%	\$ 19.14	\$ 18.54	\$ (0.60)	-3.1%				
	-5.01-10%	0	\$ 644,240	\$ 595,922	\$ -	\$ 644,240	\$ -	\$ 595,922	-7.50%	\$ 19.14	\$ 17.41	\$ (1.73)	-9.0%				
	-10.01-15%	0	\$ 644,240	\$ 563,710	\$ -	\$ 644,240	\$ -	\$ 563,710	-12.50%	\$ 19.14	\$ 16.28	\$ (2.86)	-14.9%				
-15.01+	1	\$ 644,240	\$ 547,604	\$ -	\$ 644,240	\$ -	\$ 547,604	-15.00%	\$ 19.14	\$ 15.71	\$ (3.42)	-17.9%					
County Wide		47,859	\$ 456,254	\$ 473,200	\$ 5,487	\$ 450,767	\$ 3,962	\$ 469,238	4.10%	\$ 12.68	\$ 13.18	\$ 0.50	3.922%	\$ 403,500	\$ 415,200	\$ 473,200	2.9%

8b. Authorization to Provide Written Responses to Comments Submitted During Draft 2026-2035 Vermillion River Watershed Management Plan 60-day Review

Meeting Date: 12/4/2025
Item Type: Regular-Action
Contact: Kelly Perrine
Telephone: 952-891-7002
Prepared by: Kelly Perrine

**PURPOSE/ACTION REQUESTED**

- Authorization to provide written responses to comments submitted during the draft 2026-2035 Vermillion River Watershed Management Plan 60-day review

SUMMARY

Minnesota Rules Chapter 8410 and Minnesota Statutes 103B require the development of a watershed management plan for watershed management organizations comprising all minor watershed units wholly or partly within the metropolitan area. Watershed management plans must specify the period covered by the plan, extending at least five years but no more than ten years from date of the Minnesota Board of Water and Soil Resources (BWSR) approval. The 2016–2025 Vermillion River Watershed Management Plan is set to expire on May 25, 2026.

Staff prepared a [draft 2026–2035 Vermillion River Watershed Management Plan](#) (WMP) that meets the requirements of Minnesota Rules Chapter 8410 and Minnesota Statutes 103B. Applicable Rules and Statutes require a 60-day review and comment period for all counties, the Metropolitan Council, state review agencies, the BWSR, soil and water conservation districts, towns, townships, and cities within the VRWJPO. Staff released the WMP for 60-day review on August 28, 2025, through October 28, 2025. A total of one hundred eighty-six comments were received from the following ten entities:

- City of Apple Valley
- Dakota County
- Friends of the Mississippi River
- Metropolitan Council
- Minnesota Board of Water and Soil Resources
- Minnesota Department of Health
- Minnesota Department of Natural Resources
- Minnesota Pollution Control Agency
- City of Rosemount
- Scott County

All comments and their proposed formal written responses are included in Attachment A.. In general, most comments will not require significant revisions to the WMP.

VRWJPO staff request authorization to provide written responses to all comments submitted during the draft 2026-2035 Vermillion River Watershed Management Plan 60-day review and comment period.

EXPLANATION OF FISCAL/FTE IMPACT

There is no fiscal impact from this action.

Supporting Documents:

Attachment A: Responses to Comments Submitted During Draft 2026-2035
Vermillion River Watershed Management Plan 60-day Review

Previous Board Action(s):

VRW- ;

RESOLUTION**8b. Authorization to Provide Written Responses to Comments Submitted During Draft 2026-2035 Vermillion River Watershed Management Plan 60-day Review**

WHEREAS, in accordance with the Metropolitan Surface Water Management Act (Minn. Statute Chapter 103B) and Metropolitan Area Local Water Management Rules (Minn. Rules Chapter 8410), the Vermillion River Watershed Joint Powers Organization (VRWJPO) is required to develop a watershed management plan; and

WHEREAS, watershed management plans must extend for a minimum of five- but no more than ten-years; and

WHEREAS, the 2016–2025 Vermillion River Watershed Management Plan is set to expire on May 25, 2026; and

WHEREAS, in consultation with stakeholders, the Community Advisory Committee (CAC), Technical Advisory Committee (TAC), and the Vermillion River Watershed Joint Powers Board (VRWJPB), VRWJPO staff have prepared the draft 2026–2035 Vermillion River Watershed Management Plan (WMP); and

WHEREAS, the VRWJPB authorized staff to release the draft WMP for a 60-day review and comment; and

WHEREAS, the 60-day review and comment period ended on October 28, 2025; and

WHEREAS, ten partner entities submitted a total of one hundred eighty- six comments; and

WHEREAS, all comments require formal written responses in accordance with Minnesota Statutes 103B and Minnesota Rules 8410.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes staff to release responses to comments submitted during the draft 2026-2035 Vermillion River Watershed Management Plan 60-day review and comment period.

Commenting Agency	Comment Text (verbatim)	Responses
Metropolitan Council	Staff commends the VRWJPO for developing a watershed management plan that includes an inventory of its land and water resources, prioritization of issues, associated goals, and strategies to address its most important resources through a community guided collaborative scientific approach.	The VRWJPO appreciates your positive feedback.
	Staff commend the VRWJPO for developing a watershed management plan that includes a thoughtful overview of the makeup of the watershed, as well as discussion of what makes this watershed unique, along with a comprehensive listing of issues, associated goals, policies, and strategies.	The VRWJPO appreciates your positive feedback.
	Met Council staff also applaud the inclusion of an implementation plan and action audit that demonstrates progress and supports investment prioritization.	The VRWJPO appreciates your positive feedback.
	Creating a section that highlights what's new would support improved understanding of the plan. This may also be included in the executive summary.	We agree that highlighting what is new in the WMP may better support improved understanding for some outside organizations. During the input gathering and WMP development process, staff were provided comments from numerous stakeholders and the Vermillion River Watershed Joint Powers Board (VRWJPB) to keep the WMP as concise as possible while still being practicable. In trying to balance priorities and direction from all stakeholders and VRWJPB, the various aspects and resulting WMP will be the result of compromise and unfortunately won't perfectly address the wishes of every stakeholder. In this case, adding information into the plan to help outside organizations understand what is new would contradict the comments and direction received from other stakeholders and the VRWJPB.
	Page 4, Groundwater Supply. This section could be strengthened by including language that describes the role groundwater plays in supporting baseflows and ecosystem function in the watershed.	Page 4, the narrative under Groundwater Supply has been updated to address this comment.
	Table E-1. The actions listed in this table could benefit from the identification and inclusion of success criteria. These criteria would support the goals outlined in Figure 1-1, section 2, and the action audit described in section 3.1. These criteria could be informed by additional engagement with partnering agencies, communities, and stakeholders.	Success criteria in the WMP are identified as Measurable Outcomes, and were developed and included in Table 3-16 for the various WMP actions listed (in Table E-1). While these measurable outcomes could be copied for inclusion into Table E-1, it would be duplicative, would create additional formatting issues, and would add length to the WMP. Criteria informed by engagement with stakeholders is a great idea. Unfortunately, other stakeholders requested measurable outcomes (criteria) be developed and included prior to WMP adoption rather than after, so developing measurable outcomes after WMP adoption would conflict with other stakeholder input.
	Section 2.5 Groundwater Supply, Page 21. Lawn and landscape irrigation are major contributors to inefficient water use and likely growing concerns as communities continue to grow and develop within the watershed. While this section identifies agricultural irrigation and indoor appliance efficiency as topics of importance, it could be strengthened by including outdoor water use efficiency.	Outdoor water use efficiency is covered by the following Topic of Importance, ranked as priority level "High", "Residential, commercial, and industrial irrigation efficiency improvements."
	Section 2.6, Page 22, Climate Resilience. This section could benefit from discussion that describes the multiple benefits of adaptive actions and nature-based approaches to stormwater management, stream and habitat restoration, and the watershed's communities.	The second paragraph within this section states, "While the VRWJPO does not have a direct role in minimizing greenhouse gas reductions, water planning entities and local communities are tasked with fostering resilience on the built and natural landscapes. The WMP achieves this through implementation actions that: support engineering best practices for the built environment, improve historic infrastructure to account for climate deviations and promote resilience in the natural environment." VRWJPO staff believe that the language in this section, and the various resulting implementation actions, support what the comment is highlighting with nature-based approaches to stormwater management, stream and habitat restoration, and the watershed's communities.
	Appendix B, Land Use and Water Impacts. The role of groundwater quantity and quality protection could be expanded and clarified. A continual supply of clean cool groundwater is essential for the river and watershed function, and land use changes that drive increased water demands or create additional pollution risk can lead to negative impacts. It's vital that communities proactively consider potential impacts and associated effect on communities and local economies, when land use decisions are being made.	Appendix B, Land Use and Water Impacts, has been updated to better address this comment.
	Section 7.2, Page D-23, Erosion and Sediment Control Standards Regulation. Remove the second acre from the first sentence (change "... more acre..." to ... more...).	Section 7.2 has been updated to address this comment.
	Section 7.3, Page D-23, Erosion and Sediment Control Standards Criteria. Remove the second acre from the first sentence (change "... more acre..." to ... more...).	Section 7.2 has been updated to address this comment.
	The City is very supportive of the goals, strategies, and intended activities outlined in the plan. Overall, the plan was well-laid out and included useful information on tactics the JPO will utilize to address its goals.	The VRWJPO appreciates your positive feedback.
	WQ-4: Implementing projects identified in the City of Apple Valley East Lake Subwatershed Assessment. Apple Valley will look forward to implementing projects within the subwatershed, especially as redevelopment activities take place.	The VRWJPO concurs.

City of Apple Valley	SW-7: Implementing projects identified withing the Long and Farquar TML and the Long and Farquar Pond Feasibility Analysis. Apple Valley continues to pursue projects identified in these studies and looks forward to continued partnership.	The VRWJPO concurs.
	NE-12: In lake management projects identified within the Long and Farquar TMDL Implementation Plan. Apple Valley is very interested in continuing approaches to tackle internal loading within these lakes.	The VRWJPO concurs.
	Document Usability: A plan with “Clickable” Table of Contents provides a better user experience. Consider utilizing links for the Appendices and Figures.	The Table of Contents has been modified to provide clickable links.
	Alimagnet Lake, B-25: This lake is also regularly aerated with an in-lake aeration system and has a lift station that operates the lake outlet. Long and Farquar Lakes, B-25: Farquar Lake is regularly aerated throughout the winter. You may wish to mention this. In addition, Long Lake has been on a 5-year partial drawdown cycle.	The Alimagnet description section in Appendix B has been updated. The Long and Farquar Lakes section in Appendix B has been updated to reflect the City’s comment.
	This Plan was a pleasure to read; it’s well-written, well-organized, visually appealing, and utilizes plain language for increased accessibility to a broad audience of constituents and partners.	The VRWJPO appreciates your positive feedback.
	Additionally, we would like to thank the VRWJPO for including many of the priorities submitted in our early input letter including climate change and resiliency as well as providing quantifiable targets for pollution reductions in the implementation section.	The VRWJPO appreciates your positive feedback.
	This was a pleasure to read! The plan is extremely well-written, well-organized, and visually appealing. Very nice work!	The VRWJPO appreciates your positive feedback.
	The VRWJPO did an excellent job with the public and stakeholder engagement process and issue prioritization; both are well-documented in the plan and appendix. The goals, objectives, and action items clearly support the priorities that surfaced during the engagement and assessment process.	The VRWJPO appreciates your positive feedback.
	Thank you for considering many of the priorities submitted in our early input letter, particularly climate resiliency and chloride pollution.	The VRWJPO appreciates your positive feedback.
	Consider including a map with labels on the major surface water resources to orient the reader to the watershed. While the reader can identify many of the water bodies by utilizing the text, subwatershed inset maps, and public waters map (among others), it would be helpful to have one overview map that clearly identifies the water resources.	A link to the VRWJPO’s Interactive Map has been added to page 1 in the Executive Summary.
	It appears as though the "Local Government Plan Implementation" section is meant to fulfill the content requirement described in MR 8410.0050 F. However, the intent of this requirement is to briefly describe who does what to ensure that the standards in this plan are fully implemented to protect watershed resources, e.g. "LGUs are responsible for permitting and implementation of local controls to ensure they meet or exceed the VRWJPO’s standards". This could be a simple statement of responsibility, based on the information provided on pages 43-44 and in Appendix D. Then, you could remove the LWMP process detail and combine it with the information in Section 1.5, p. 14 to minimize redundancy.	The narrative has been revised.
	This chapter does a great job framing the plan, providing big-picture changes that have taken place since the previous plan was developed, summarizing the engagement process, and describing the plan’s structure.	The VRWJPO appreciates your positive feedback.
	The main body of the plan is missing a description of the degree to which a LWMP can adopt the JPO’s plan by reference. It’s noted that the information appears in Appendix D on p. D-5, and this is sufficient to meet plan content requirements. However, appendices are considered part of the plan and, as such, they are subject to amendment procedures should any changes be made during the lifetime of the plan. Therefore, BWSR suggests considering whether policy documents (e.g., standards) should be included by reference rather than as appendices. Regardless of whether the JPO’s standards are referenced or attached, also suggested to include the "adoption by reference" language from Appendix D in Section 1.5 for completeness.	Thank you for the suggestion. VRW staff is currently reviewing any potential implications of removing Appendix D from the Watershed Management Plan and referencing the Standards as a stand-alone document.
	Please add the requirement for local water plans to be adopted not more than two years before the local comprehensive plan is due.	This has been incorporated into page 14.
	Despite the excellent prioritization of the objectives and topics of importance (TOI), having two different, yet related, frameworks seems to muddle the implementation priorities. For example, on p. 18, projects that reduce nutrients, including nitrate, is a high priority TOI. But, protecting GW quality is a medium priority objective. How will the JPO decide what priority level to assign to a project where the primary pollutant reduced is nitrate with primary benefit to GW? Another example is on p. 19: Implementing infiltration practices is a high priority objective, but infiltration BMPs are a medium-priority TOI. Yet, infiltration practices in the implementation table (SW1-SW3) are high priorities. Or on p. 23, where improving high-priority water resource environments is a high priority objective, but in-stream habitat and in-lake resotations are medium and low TOIs, respectively. However, the TOIs are GREAT in Section 3 when utilized to illustrate project targeting. See related comment on Section 3, below.	In writing the WMP, staff understood there would be some level of overlap in terms of benefits achieved with surface water and groundwater quality TOI. In our watershed, surface water often impacts groundwater and vice versa, so overlapping benefits are inherent, but staff did their best to prioritize while trying to distinguishing one from another. The stakeholder engagement process incorporated ratings of relevance and priority for various issues/TOI. During this engagement process, stakeholders and the JPB emphasized the need to recognize what the VRWJPO’s role is concerning various TOIs and issues, including what the VRWJPO’s capabilities and strengths are. Specifically relating to groundwater quality, staff were provided the direction that lead groundwater agencies and organizations should be the primary implementers for groundwater quality initiatives, with the VRWJPO providing support when possible.

Regarding measurable goals: BWSR acknowledges and greatly appreciates the inclusion of target pollution reductions as part of the implementation section. However, these are not quite the same as having measurable goals for the plan. The outcomes of action items can - and should - contribute to setting measurable goals, but they are only a part of the overall plan outcome. In general, most of the plan goals, as written, are unclear in how they will achieve *measurable progress* in protecting and restoring VRWJPO's resources. How will you know how much progress you are making on "protecting and improving" resources without quantifiable benchmarks? The great news is that you've compiled much of the data needed to create metrics for these goals, noting that Table 3-1 does an excellent job summarizing past measurable accomplishments and Table 3-16 includes potential measurable outcomes (e.g. pollution reductions) and outputs (e.g. number of projects) for action items. These data could be used to reframe the goals into something objectively measurable; specific examples for some of the goals are provided in comments, below. For more information and examples regarding measurable goals, see "Setting Measurable Goals" on this page: <https://bwsr.state.mn.us/planning-information>

Surface water quality goals of "protect and improve" all surfacewater and groundwater resources are vague. While the JPO has an abundance of monitoring data that can demonstrate steady or improving conditions, the goal lacks metrics by which to measure success or failure. Consider using data from Tables 3-1 and 3-16 to inform the goals, e.g. "Protect and improve surface water quality by removing XXXX tons of TSS and YYY pounds of TP per year from surface waters." You've done the hard work of estimating reductions; now just use those estimates to create a target for pollution reductions. Alternatively, you could focus on monitoring data and/or priority resources, e.g. "remove XYZ lake and ABC tributary from the impaired waters list".

Goal of "reduce runoff rate and volume" is also vague. Reduce by how much? Where? How will you measure success?

Similarly, "protect and improve groundwater aquifer supply" is vague. Groundwater goals can be tricky to quantify, particularly when there are many other partners also doing groundwater work. However, where and how can the JPO specifically support these efforts? Are there areas of the watershed that could be targeted for BMPs, particularly those areas and/or actions outlined in the County Groundwater Plan and other relevant plans?

BWSR greatly appreciates the inclusion of proactive resiliency-related goals that promote adaptation to our rapidly changing climate. These actions will help preserve natural resources, protect property, and foster smart development within the Vermillion River Watershed. However, as Atlas 15 is rolled out, how will the JPO ensure that municipalities are utilizing the most up-to-date data for planning and design to ensure resiliency and resource protection within their jurisdictions?

Please add goals for wetland management to meet plan content requirements. This section contains a TOI for wetland restoration and the implementation table has at least two wetland management goals (NE-6 and NE-7), so perhaps you can adapt identified action items into a measurable goal for wetlands.

Excellent summary and evaluation of accomplishments in the previous plan, particularly Table 3-1; can't wait to see what you accomplish over the next 10 years!

Can you clarify what is meant by "greatest VRWJPO benefit" with respect to the first bullet point?

In this section, the targeting by TOIs is excellent and much less confusing than in Section 2. This section is great for providing direction to the JPO to help meet the overall Plan goals and objectives and provides a roadmap for prioritized implementation.

Please provide a reference to the Watershed Project Partner Maintenance Policy, e.g., is it on the VRWJPO web page?

Thank you for providing a clear, concise description of how the JPO's standards will be implemented and for clearly distinguishing between the responsibilities of the JPO and local governments.

BWSR appreciates the inclusion of target resource/audience, priority level, objective, and outcome columns in the implementation tables. While not required, these are important components for public transparency, prioritization, and tracking progress.

If it's possible to combine the information from Tables 3-14, 3-15 and 3-16 into one big table, it would be easier to see the full scale of implementation over time and associated outcomes without having to flip from one page to another to another.

The VRWJPO disagrees with BWSR's interpretation that the plan does not contain measurable goals. Actions were developed specifically to achieve each respective goal, and the measurable outcomes for each action are the measurable aspect of the goals. Table 3-16 details the level of measurable outcomes that have been calculated for each unique action ID. However, to try to accommodate this request without creating a delay in the adoption of the plan, nor to add a significant amount of staff time and cost to re-engage with stakeholders to redraft various parts of the plan, staff have transferred measurable outcomes tabulated in Table 3-16 to respective goals within the six issue categories. For each respective issue category goal, staff took metrics detailed in Table 3-16 and applied a challenging yet achievable success rate percentage that accounts for uncertainties such as: budget (i.e. grant success rate, partner funding, local funding), landowner willingness, property acquisition, project and/or partner support, on-site conditions differing from modeled assumptions, uncertainty related to estimated measurable outcomes. In the case of the stormwater management issue category, the percentage factor utilized information from Table 3-1 (Pollutant Reductions Achieved Through Implementation Action Completed from 2016-2025).

Please reference the response above. Measurable outcomes tabulated in Table 3-16 have been transferred to water quality goals. Goals now read: 1) Protect and improve surface water quality by reducing 234.5 lbs/yr TP and 823.9 lbs/yr TSS; and 2) Protect and improve groundwater quality by reducing 1,323 lbs/yr NO₃

Using data presented in Table 3-16, goal has been revised to read: Reduce runoff rates and volume by 110 ac-ft/yr.

Using data presented in Table 3-16, goal has been revised to read: Protect and improve groundwater aquifer supply through partnerships with other organizations to implement of 2 groundwater conservation assessments and 8 groundwater conservation projects. These efforts would be focused on areas targeted primarily by those agencies and organizations who are considered the lead for groundwater efforts. Many of these organizations already target their efforts, and these targeted areas can be found in their respective plans.

Once released, Atlas 15 will supersede NOAA Atlas 14 as the national standard and will become the authoritative source for precipitation frequency information across the United States. While the VRWJPO cannot force municipalities to implement Atlas 15, the VRWJPO would consider a Technical Advisory Committee process to engage these organizations to discuss the use of Atlas 15 in local regulations. If found to be acceptable to the Technical Advisory Committee and associated municipalities, then the VRWJPO would plan incorporation of Atlas 15 into its Standards, which would then be adopted into ordinances by municipalities. We will note however, that the VRWJPO is proposing to include Atlas 15 projections within the scope of the proposed Climate Resiliency Plan to determine target areas where projects could be pro-actively implemented to reduce the risk of climate impacts.

Wetland goal metrics have been incorporated into the natural environments goals by reflecting the goal of restoring 40 acres of wetland.

The VRWJPO appreciates your positive feedback.

This meaning varies depending on the type of practice/program. Examples include: optimized pollution reduction, high engagement of stakeholders, diverse native communities in restorations, etc.

The VRWJPO appreciates your positive feedback.

Although the Policy has been adopted by the VRWJPB, VRW staff are developing a program framework that will also require VRWJPB approval. In the meantime, the approved policy will be provided to BWSR at the following link: <https://www.vermillionriverwatershed.org/wp-content/uploads/2025/11/Exhibit-3-VRWJPO-Partner-Project-Maintenance-Assistance-Policy.pdf>

The VRWJPO appreciates your positive feedback.

The VRWJPO appreciates your positive feedback.

Staff recognize how it could be beneficial to combine these areas for ease of review; however, with the current formatting of the WMP, moving these metrics would create issues with table sizing.

As previously noted, BWSR greatly appreciates the inclusion of outcomes and outputs associated with implementation activities. However, success is difficult to measure when the metric is "up to X" reductions/projects/reports, etc. Is doing 1 out of 4 things sufficient, or 1 of 12 things? Suggest providing a single number or a range as a benchmark by which to measure progress toward plan goals over the next 10 years.

Recommend rounding the estimated pollutant reductions to whole numbers.

There's a mix of "reductions" and "removals" for the same pollutants. Is there a difference, or should they all be the same? If there's a reason for the difference, please clarify.

What is the Vermillion River Watershed Stewardship Grant? I don't see anything on the website about it.

Appreciate the comprehensive list of references, including assessments, studies, and local, regional, and state plans. However, there are no Met Council planning documents, e.g. the Metropolitan Area Master Water Supply Plan, on the list.

The land and water summary provides a comprehensive yet broadly accessible overview of the watershed's resources, demographics, climate etc. and provides an essential framework for developing plan priorities. The maps, also, are very well done. That being said, some maps could be a little larger, e.g. B-5, where the legend font is small (granted, the reader can zoom in on a screen, but bigger would be nice!).

Figures B-21, B-22, and B-23 appear to be *average* annual (or January) min/max temps, not just min/max temps, correct? It's not clear from the text or the captions, however.

The subwatershed inset maps are great! Also suggest including a larger map that shows all of the subwatersheds in one panel.

Note that the DNR is in the process of updating the Public Waters Inventory over the next several years:
https://www.dnr.state.mn.us/waters/watergmt_section/pwi/update.html

Are there any water bodies that are nearly/barely impaired? If so, could these help inform your implementation priorities, e.g. the objectives that focus on removing water resources from the impaired waters list and preventing new impairments? Which water bodies fall into these categories?

Figure B-92 is great; it's very helpful for understanding stormwater infrastructure within the watershed. Note that MN DOT within the metro is also covered under an MS4 general permit.

Please include data for or references to 100-year flood levels and 100-year discharges of key locations.

Executive Summary (page 1): The first paragraph states that the Vermillion River Watershed is one of the state's 81 major watersheds, as denoted by an 8-digit Hydrologic Unit Code (HUC). However, it does not appear that 8-digit HUC is identified anywhere in the Plan. If the HUC is referenced, recommend providing that number.

Section One (page 10): States there was moderate to severe drought in 2022, 2023, and 2024. Should this be 2021, 2022, and 2023?

General Comment, Section Two and Section Three: The 2020-2030 Dakota County Groundwater Plan, and subsequent Agriculture Chemical Reduction Effort (ACRE) Plan, identified agriculture as a major source of nitrate contamination in groundwater within the Vermillion River Watershed. In addition, the draft Minnesota Nutrient Reduction Strategy (July 2025) identified agriculture as a major source of phosphorus (56%) and nitrogen (78%) to the Mississippi River. Both the ACRE Plan and the Minnesota Nutrient Reduction Strategy identified one of the key practices to reduce nutrient leaching and runoff is increased adoption of continuous living cover across the landscape (e.g., additional perennial crops and cover crops). However, it does not appear that actions to support increasing continuous living cover are incorporated into the Water Quality priorities or implementation plan (page 18, 45- 46). Soil health initiatives appear to be incorporated into other goals, but there is some confusion of the priority level. Specifically, (1) soil health initiatives, such as cover crops, are identified as a high priority topic under Groundwater Supply in Section Two (page 21), but medium priority in the implementation table (page 49); (2) soil health is also identified as a medium priority under Natural Environments (page 23, 51).

The intention of putting "Up to X" within the table was to provide implementation outcomes assuming there are numerous uncertainties regarding implementation (budget, grants, partners, access, conducive soils, etc.) . As noted in the plan, many projects included within the implementation table are dependent on these uncertainties being addressed or resolved, and as such, we cannot guarantee full measurable outcome potential will be achieved with these uncertainties.

Table 3-16 pollutant reductions were calculated using completed feasibility studies. To align with these various studies, the VRWJPO is presenting the same number in this table.

Yes, thank you for pointing this out. They should be the same. The table has been revised to include consistent nomenclature. The Vermillion River Watershed Joint Powers Organization (VRWJPO) Stewardship Grant program is for short-term, community-based activities that restore and protect the Vermillion River Watershed's natural resources. The VRWJPO sought applications in 2012 and 2015-2018. The VRWJPO did not have support for the Stewardship Grant from 2019-2023; however, the program is planning to being revived in 2026.

The 2015 Twin Cities Metropolitan Area Master Water Supply Plan has been included.

Should sizing of maps change, the WMP's formatting would be altered. Considering most, if not all, users will be accessing the plan electronically, users have the ability to zoom if they would like maps bigger.

Figure B-21, B-22 and B-23 are just min/max temperatures, not average. Average is not referenced in the title, caption and related narrative.

A link to the VRWJPO's Interactive Map has been added to page 1 in the Executive Summary.

Noted.

VRWJPO staff are aware of water bodies that are nearly/barely impaired. However, the MPCA is the agency responsible for determining whether a water body is impaired or not. As such, agencies such as the MPCA who have such authority are the best source of information related to these matters. The VRWJPO chose to link to as much agency data sources as possible (such as the MPCA's Impaired Waters Viewer) knowing that they would be updated regularly compared to a VRWJPO-created static figure that could be outdated as soon as the plan is published. VRWJPO staff were not able to find figures, sources, or other information on the MPCA's website to indicate waters that are not impaired, but are close to provide a link to. We beleive the format of our plan and providing links as noted above allow readers access to the best, and most up to date information. Links will be assessed annually to ensure continued functionality.

Noted.

A new section has been added to Appendix B (B-10) titled Flooding/Floodplain Management.

The HUC number has been added.

That is correct. The error has been fixed.

The VRWJPO promotes greater adoption of continuous living cover in farming systems through partnerships with the Dakota County Soil and Water Conservation District (SWCD) and Scott SWCD. This is reflected in the following Actions: WQ-5, WQ-6, WQ-7, WQ-8, WQ-12 and NE-9. WQ-12 has also been modified to now read, "Assist lead groundwater organizations with projects, programs and practices that protect or improve groundwater quality, such as soil health initiatives, increasing continuous cover and other actions identified within the Dakota County Agricultural Chemical Reduction Effort (ACRE)."

Dakota County Environmental Resources Department	Consider if soil health initiatives, such as continuous living cover, should be a higher priority under the Water Quality Goal since this strategy has been identified as a key component to improving water quality in both the Dakota County Groundwater and ACRE Plans, and the Minnesota Nutrient Reduction Strategy for nitrate leaching, total phosphorous runoff, and sediment loss. Recommend reviewing the priority level for soil health initiatives and ensure this is consistent across sections two and three; and if it is identified as an action in different goals, consider if it should have the same priority level to reduce any conflicts.	The ranking of various goals, objectives and topics of importance were informed by the stakeholder engagement process (detailed in Appendix C). The stakeholder engagement process included members of the VRWJPO Technical Advisory Committee (TAC), Community Advisory Committee (CAC) and Joint Powers Board (JPB). Modifying priority of topics at this point in plan development would require additional stakeholder engagement. Language was added to provide clarification of actions containing soil health practices, as noted in the previous response, and actions incorporating soil health and continuous living cover practices that are ranked as high priority include WQ-5, WQ-6, WQ-7 and WQ-8.
	Section Three (page 39): The plan identified priority projects in “Areas that have pesticide and/or herbicide concentrations above health risk standards based on 2001-2019” monitoring data. The Minnesota Department of Agriculture (MDA) has continued to conduct annual pesticide monitoring in Dakota County. Recommend updating this sentence to state “Areas that have pesticide and/or herbicide concentrations above health risk standards based on 2001-2024 Dakota County and MDA monitoring data, and future monitoring results”.	The narrative has been revised.
	Section Three (page 40): The Metropolitan Council Master Water Supply Plan aquifer drawdown model is referenced here and several other places in the document. The aquifer drawdown model was developed as part of the 2015 Master Water Supply Plan, this 2015 plan was updated as part of the Imagine 2050 Water Supply Plan. The aquifer drawdown map was developed with Metro Model 3, which is in the process of being updated over the next 1-2 years to incorporate updated data and projections in accordance with Imagine 2050. Since updates to the Metro Model could impact priority areas, recommend changing this reference to include future model predictions. For example, could refer to the resources as “Metropolitan Council Master Water Supply Plan and updated Metro Models...”	The narrative has been revised.
	Section Three, Table 3-15, CR1: Consider if the Climate Resiliency Plan could be moved up in the timeline since the MPCA has Grants to prepare Minnesota for climate change, with applications starting in fall 2025.	The VRWJPO is currently administering a Request for Proposals (RFP) for a Changing Climate and Flooding Resiliency Study. If VRWJPO budget is available and if the VRWJPO receive the above-identified grant funding, the Study would take place in 2026 and 2027.
	Appendix B, B-10 Groundwater Resources (page B-77 – B-79): Recommend including discussion and a map with vulnerability of Drinking Water Supply Management Areas (DWSMAs) within the watershed. Understanding this connection is especially important due to sensitivity of the groundwater aquifers to surface water pollutants and the river’s direct impacts to the City of Hastings drinking water supply. The Minnesota Department of Health (MDH) also has a Source Water Protection Map Viewer.	Narrative has been added to identify VRWJPO DWSMAs and to link the SWP Map Viewer.
Dakota County Transportation Department	Appendix B, B-10 Groundwater Resources (page B-78): Section states that the Department of Natural Resources (DNR) does not allow appropriation from the Mt. Simon-Hinckley in metropolitan counties unless it is for potable water. Please note this statute was updated in recent years. This now applies to the whole state, not just the metropolitan area.	The narrative has been revised.
	The Transportation Department has no additional comments regarding the Vermillion River Watershed Management Plan. The Plan’s stated objectives and proposed actions align with the strategies and policies identified in Dakota County’s 2040 Transportation Plan.	The VRWJPO appreciates your positive feedback.
Minnesota Department of Natural Resources	Our Area Hydrologist Taylor Huinker participated in the Technical Advisory Committee as well as provided a DNR priorities letter at the beginning of the process. In addition to the plan being consistent with DNR goals and priorities, the plan provides a strong framework for the Vermillion River Watershed Joint Powers Organization to implement its goals to preserve and improve the overall health of the watershed.	The VRWJPO appreciates your feedback.
	Though the plan incorporates most of the DNR goals and priorities, I want to emphasize when projects or education opportunities present themselves, to consider all components of a healthy watershed: hydrology, biology, connectivity, geomorphology, and water quality. For example, when implementing wetland restorations, consider coupling wetland restoration with surrounding native upland vegetation areas to increase water quality, as well as habitat.	When considering the actual implementation of actions identified within the WMP, the VRWJPO will consider the various components of a healthy watershed DNR has noted.
	An important note to consider is that the VRWJPO does have a role in groundwater protection. Topics to think about and consider include infiltration, soil health initiatives, and the significant issue of nitrate contamination in local drinking water. Please note that nitrate is not only an issue in the Quaternary aquifers, but in some bedrock aquifers as well, particularly in the Prairie du Chien Group in this watershed.	The VRWJPO recognizes its role in groundwater protection. However, during the stakeholder engagement process, the VRWJPO was provided feedback that groundwater initiatives should primarily be led by lead groundwater agencies such as Dakota County, the Department of Agriculture, Metropolitan Council and the Department of Health. WQ-12 has also been modified to now read, "Assist lead groundwater organizations with projects, programs and practices that protect or improve groundwater quality, such as soil health initiatives, increasing continuous cover and other actions identified within the Dakota County Agricultural Chemical Reduction Effort (ACRE)." Additional verbiage has been added in Appendix B, B-10 Groundwater Resources to address nitrate being an issue in more than just the Quaternary aquifers.
	While there is an action item in the implementation table regarding a Drinking Water Supply Management Area (DWSMA) and these important protection areas are noted a couple of times in Section 3.4 regarding targeting, DWSMAs are not defined or explained anywhere in the Plan. There is no reference to how many DWSMAs are in the watershed, what their vulnerabilities are, or any implications regarding these areas.	Additional verbiage has been added in Appendix B, B-10 Groundwater Resources relating to DWSMAs.

<p>In particular, two DWSMAs in the watershed have been listed by the Minnesota Department of Agriculture as Mitigation Level 1 or 2 DWSMAs under the Groundwater Protection Rule. See the detailed comments spreadsheet for suggestions as to how these can be incorporated into the Plan and where there may be opportunities for multiple benefits projects.</p> <p>As briefly mentioned above, nitrate contamination exists in both the Quaternary aquifers as well as bedrock aquifers, such as the Prairie du Chien Group. Nitrate contamination of drinking water is a significant concern in the watershed that should be acknowledged in the Plan.</p> <p>Infiltration appears to be the preferred stormwater management strategy for the VRWJPO. However, proper care should be taken to ensure infiltrating waters do not significantly increase the risk to drinking water quality. The VRWJPO should review projects for compliance with state rules and guidance, including water well setback guidance and source water protection guidance. Additional, specific comments are included in the detailed comments spreadsheet.</p> <p>Overall, the Plan is written in plain language and is well-organized. In particular, the implementation table is easy to follow. We also appreciated the various references to groundwater with regard to chloride and the inclusion of private wells in the Plan.</p> <p>While there is an action item in the implementation table regarding a Drinking Water Supply Management Area (DWSMA) and they are noted a couple of times in section 3.4 regarding targeting, DWSMAs are not defined or explained anywhere in the plan. There is no reference to how many DWSMAs are in the watershed, what their vulnerabilities are, any implications, etc. Strongly suggest including this information, at minimum, in Appendix B: Land and Water Resources Inventory. This inventory should include DWSMA information as it is to present "the condition of resources within [the watershed] boundaries, helping to inform issues, and actions to address said issues". MDH SWP staff are happy to provide definitions and/or other relevant wording upon request. Additionally, consider including a figure of the DWSMAs in the watershed and their vulnerability in the plan and/or linking to MDH's online map viewer: https://www.health.state.mn.us/communities/environment/water/swp/mapviewer.html. Shapefiles are available for download at the link below, with the exception of Emergency Response Areas (ERAs). Shapefiles of ERAs can be provided upon request, however, they are considered non-public information, so they should not be included in any figures in the plan.</p> <p>Overall, consider the potential for multiple benefits, especially within the implementation table. Some opportunities are noted in individual comments below, but for assistance with identifying opportunities to add or note groundwater benefits in other projects, please reach out to MDH SWP staff.</p> <p>The VRWJPO has a part to play in protecting groundwater, as noted on page D-4 within the VRWJPO Standards. Infiltration appears to be the preferred stormwater management strategy. However, proper care should be taken to ensure infiltrating waters do not significantly increase the risk to drinking water. The VRWJPO should review projects for compliance with state rules and guidance including water well setback guidance and source water protection guidance. Additional, specific comments are included throughout the remainder of our comments.</p> <p>There are instances where reuse may not be appropriate or safe for human health. When discussing reuse, suggest adding "where protective of human health". The following are instances where reuse is discussed:</p> <ul style="list-style-type: none">• Stormwater Management Issues, Goals, Objectives, and Topics of Importance (pages 19-20, 33, 40)• Climate Resilience Issues, Goals, Objectives, and Topics of Importance (pages 22, 35, 41)• Table 3-14: Implementation Plan items WQ-3, WQ-4, SW-4, SW-5 (pages 45-48). <p>A particularly place where this should be emphasized is within the targeting section on pages 40 and 41).</p> <p>Consider if a clearly labeled subwatershed map with other relevant layers like city boundaries could be added to the plan. It was a bit difficult to figure out where certain projects are planned to take place when reviewing the implementation table.</p> <p>Ensure that goals are measurable. Having measurable outcomes in table 3-16 is helpful, but without it being very clearly paired with a goal, it is difficult to assess the goals.</p>	<p>Within the Draft WMP, Issue Category 1: Water Quality, Projects that Address Nutrients (phosphorus and nitrate) targeted areas including "Areas that are identified as priority agricultural chemical reduction areas within the Dakota County Groundwater Plan". These priority areas target all DWSMA's, encompassing both Level 1 and Level 2.</p> <p>Additional verbiage has been added in Appendix B, B-10 Groundwater Resources to address nitrate being an issue in more than just the Quaternary aquifers.</p> <p>The VRWJPO ensures that project siting take into consideration any regulatory controls and set back guidance, including those for infiltration.</p> <p>The VRWJPO appreciates your positive feedback.</p> <p>Narrative has been added to identify VRWJPO DWSMAs and also to link the SWP Map Viewer.</p> <p>The VRWJPO understands that several actions within the implementation table will have multiple benefits. Per guidance of the Joint Powers Board (JPB), staff aimed to keep the 2026-2035 Vermillion River Watershed Management Plan (WMP) concise and easy to follow. Identifying multiple benefits that many actions intrinsically have rather than their primary benefit would create confusion, and would be contrary to JPB guidance.</p> <p>The VRWJPO ensures that project siting take into consideration any regulatory controls and set back guidance, including those for infiltration.</p> <p>It is not necessary to state this in the WMP. The VRWJPO takes these factors into consideration when siting, designing, and implementing reuse projects in locations that could have adverse impacts to human health.</p> <p>A link to the VRWJPO's Interactive Map was placed within Appendix B (when discussing subwatersheds) as well as within Section 3.2 Implementation Plan Structure. The reader is provided this link to orient themselves in the watershed while reviewing proposed implementation activities.</p> <p>Actions were developed specifically to achieve each respective goal, and the measurable outcomes for each action are the measurable aspect of the goals. Table 3-16 details the level of measurable outcomes that have been calculated for each unique action ID. However, to try to increase clarity, staff have transferred measurable outcomes tabulated in Table 3-16 to respective goals within the six issue categories. For each respective issue category goal, staff took metrics detailed in Table 3-16 and applied a challenging yet achievable success rate percentage that accounts for uncertainties such as: budget (i.e. grant success rate, partner funding, local funding), landowner willingness, property acquisition, project and/or partner support, on-site conditions differing from modeled assumptions, uncertainty related to estimated measurable outcomes. In the case of the stormwater management issue category, the percentage factor utilized information from Table 3-1 (Pollutant Reductions Achieved Through Implementation Action Completed from 2016-2025).</p>
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	<p>Consider expanding on the reference(s) to the Dakota County Groundwater Plan. Currently, it appears the groundwater plan is only referenced in terms of groundwater supply/quantity. Are there items in the groundwater plan related to quality that the VRWJPO can incorporate?</p> <p>There is very minimal mention of nitrate contamination in groundwater in the plan. Nitrate contamination of groundwater is a significant issue in the watershed and is not limited to surficial/Quaternary groundwater. See other comments below with more specific recommendations.</p> <p>While what is included for groundwater is true, the VRWJPO can also ensure projects do not negatively impact drinking water quality. Consider noting this as another role for the VRWJPO.</p> <p>While infiltration is an important tool for stormwater management, it can negatively impact groundwater quality in some areas. Ensure that infiltration is promoted in areas that make sense and align with MDH and MPCA guidelines, even when a Construction Stormwater General Permit is not required. This includes restoring or enhancing "natural infiltration" in some cases. More info is available here, or feel free to contact MDH SWP staff: https://stormwater.pca.state.mn.us/stormwater_and_wellhead_protection.</p> <p>This section states that "Communities within the Watershed rely primarily on groundwater aquifers for drinking water, whether supplied via municipal or private wells." It is assumed that this is referring to the City of Burnsville obtaining some of its drinking water from the Kramer Quarry, but this is not explained. Consider explaining this statement.</p> <p>While infiltration is an important tool for stormwater management that can benefit groundwater quantity in some areas, it can negatively impact groundwater quality in some areas as well. Ensure that infiltration is promoted in areas that make sense and align with MDH and MPCA guidelines, even when a Construction Stormwater General Permit is not required. This includes restoring or enhancing "natural infiltration" in some cases. More info is available here, or feel free to contact MDH SWP staff: https://stormwater.pca.state.mn.us/stormwater_and_wellhead_protection.</p>	<p>Within the Draft WMP, Issue Category 1: Water Quality, Projects that Address Nutrients (phosphorus and nitrate) targeted areas including "Areas that are identified as priority agricultural chemical reduction areas within the Dakota County Groundwater Plan. Another targeted area included is, "Subwatersheds that have been modeled to produce the highest nitrate pollutant yield." WQ-12 has also been modified to now read, "Assist lead groundwater organizations with projects, programs and practices that protect or improve groundwater quality, such as soil health initiatives, increasing continuous cover and other actions identified within the Dakota County Agricultural Chemical Reduction Effort (ACRE)."</p> <p>Additional verbiage has been added in Appendix B, B-10 Groundwater Resources.</p> <p>The VRWJPO takes this into consideration when implementing projects, and would only implement projects that do not negatively impact groundwater quality.</p> <p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p> <p>The section has been modified to identify the Kramer Quarry.</p> <p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p>
Minnesota Department of Health	<p>Soil health initiatives can also benefit groundwater quality, particularly within the Hastings DWSMA, which has been listed by MDA as a Mitigation Level 2 DWSMA under the Groundwater Protection Rule. MDA has established a Local Advisory Team for the area and, in consultation with them, has developed and approved a list of BMPs and Alternative Management Tools that are practicable and appropriate for protecting groundwater within this DWSMA. These are voluntary at this time, but have the potential to be required in the future if enough practices are not implemented. Consider the benefits to groundwater quality from soil health in addition to just quantity, which is the subject of the Groundwater Supply Issue Category. Contact MDA for more information or visit this webpage: https://www.mda.state.mn.us/hastings-dwsma. MDH SWP staff can also connect watershed staff with Minnesota Rural Water Association staff that specialize in agriculture and source water protection.</p> <p>This section notes that "Groundwater sensitivities and supplies" were used to establish priority issues, referencing Appendix B, but DWSMAs were not defined or explained in the main body of the plan nor in Appendix B. See comment #1.</p> <p>For nutrients, consider targeting vulnerable groundwater areas, particularly the DWSMAs for Rosemount and Hastings, which have both been listed by MDA as Mitigation Level 1 and 2 DWSMAs, respectively. Multiple benefits projects can allow for additional funding and efficient use of resources.</p> <p>Like to see groundwater chloride included here - great!</p> <p>The filtration BMPs section implies that infiltration BMPs will not be used in the areas listed in the fourth bullet point, which is good, but consider that there are other areas where infiltration is not recommended, not allowed, or not allowed without a higher level of engineering review. See other comments regarding infiltration for the link to MDH and MPCA guidance/requirements. MDH SWP staff are available to assist at a high level and at a project level as needed. However, the special section in the next column about requirements is noted and appreciated. Consider if this could be relocated or laid out differently to note that is applies to various areas of this section, as opposed to being its own type of project and targeting criteria.</p> <p>It is appreciated that soil health initiatives including DWSMAs as a targeting criteria. Consider specifically calling out the Rosemount and/or Hastings DWSMAs, as they have been listed by MDA as Mitigation Level 1 and 2 DWSMAs, respectively. Other vulnerable DWSMAs could also be good places to focus these efforts if options in these two DWSMAs are exhausted.</p> <p>See previous comments regarding considerations for infiltration projects and practices.</p>	<p>WQ-12 has also been modified to now read, "Assist lead groundwater organizations with projects, programs and practices that protect or improve groundwater quality, such as soil health initiatives, increasing continuous cover and other actions identified within the Dakota County Agricultural Chemical Reduction Effort (ACRE)."</p> <p>Per guidance of the Joint Powers Board (JPB), staff aimed to keep the WMP concise and easy to follow. Repeating information in Appendix B in the WMP main body would be redundant and go against the guidance of the JPB.</p> <p>Within the Draft WMP, Issue Category 1: Water Quality, Projects that Address Nutrients (phosphorus and nitrate) targeted areas including "Areas that are identified as priority agricultural chemical reduction areas within the Dakota County Groundwater Plan". These priority areas do target vulnerable groundwater areas, particularly the DWSMAs for Rosemount and Hastings. Another targeted area included is, "Subwatersheds that have been modeled to produce the highest nitrate pollutant yield."</p> <p>We appreciate the positive feedback.</p> <p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p> <p>The Draft WMP included targeting soil health practices within MDH-designated DWSMAs, which is inclusive of the Rosemount and Hastings DWSMAs.</p> <p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p>

<p>It is unclear exactly where in the subwatershed these projects will take place, so please note that this subwatershed includes a fair amount of highly vulnerable DWSMA, some of which is within an Emergency Response Area. Even if a Construction Stormwater General Permit is not required, MDH and MPCA guidelines should still be followed. Suggest adding "where protective of drinking water" when discussing infiltration. This could also add the objective "Support and implement projects, programs, and practices to protection or improve groundwater quality." MDH SWP staff would be happy to assist with evaluating specific infiltration projects for their appropriateness regarding groundwater and drinking water protection. Note that geospatial data for Emergency Response Areas is not publicly available, but you may request this from MDH directly.</p>	<p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p>
<p>It is unclear exactly where in the subwatershed these projects will take place, so please note that this subwatershed includes a fair amount of highly vulnerable DWSMA, some of which is within an Emergency Response Area. Even if a Construction Stormwater General Permit is not required, MDH and MPCA guidelines should still be followed. Suggest adding "where protective of drinking water" when discussing infiltration. This could also add the objective "Support and implement projects, programs, and practices to protection or improve groundwater quality." MDH SWP staff would be happy to assist with evaluating specific infiltration projects for their appropriateness regarding groundwater and drinking water protection. Note that geospatial data for Emergency Response Areas is not publicly available, but you may request this from MDH directly.</p>	<p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p>
<p>This is a great project! Please feel free to reach out to MDH for any assistance or collaboration requests. We would be happy to partner with the watershed on this. The Minnesota Rural Water Association staff that works closely with Hastings is also a potential partner - MDH SWP staff would be happy to introduce them to watershed staff. There may also be opportunities for MDH or other drinking water related funding for this project.</p>	<p>We appreciate the positive feedback and will keep MDH SWP and Hastings partners in-mind when pursuing the assessment.</p>
<p>Note that street sweeping can also meet the objective "Support and implement projects, programs, and practices to protection or improve groundwater quality." when completed in a highly vulnerable DWSMA, especially when there is a surface water contribution like with Hastings.</p>	<p>The VRWJPO understands that several actions within the implementation table will have multiple benefits. Per guidance of the JPB, staff aimed to keep the WMP concise and easy to follow. Identifying multiple benefits that many actions intrinsically have rather than their primary benefit would create confusion, and would be contrary to JPB guidance.</p>
<p>Like to see groundwater chloride included here - great!</p>	<p>We appreciate the positive feedback.</p>
<p>Note that MDH SWP has a new Drinking Water Ambient Monitoring Program that has the ability to work on special projects. There may be projects related to this implementation action that the program would be interested in partnering on. Please contact MDH SWP staff if interested and we can introduce you to staff from that program.</p>	<p>We appreciate the positive feedback and will keep MDH SWP partners in-mind.</p>
<p>It appears that a significant portion of this subwatershed, and nearly the entire city of Hastings, is within a highly vulnerable DWSMA. Suggest adding "where protective of drinking water" when discussing infiltration. This could also add the objective "Support and implement projects, programs, and practices to protection or improve groundwater quality."</p>	<p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p>
<p>Note that soil health initiatives are also often beneficial to groundwater quantity and could address the objective of "Support and implement projects, programs, and practices to protection or improve groundwater quality." as well.</p>	<p>The VRWJPO understands that several actions within the implementation table will have multiple benefits. Per guidance of the JPB, staff aimed to keep the WMP concise and easy to follow. Identifying multiple benefits that many actions intrinsically have rather than their primary benefit would create confusion, and would be contrary to JPB guidance.</p>
<p>Ensure any alterations to the landscape, floodplain, etc. do not place wells within a floodplain. Work with Dakota County to evaluate this.</p>	<p>The VRWJPO takes this into consideration when implementing projects. The VRWJPO would not implement a project in a location that would have adverse impacts to natural resources.</p>
<p>Consider a targeted "adopt a drain" campaign within Hasting's highly vulnerable DWSMA surface water contribution area.</p>	<p>Adopt a drain is meant to address phosphorus pollutant sources, not nitrate. The rural communities located within the Hastings DWSMA do not have curb and gutter, so a targeted Adopt a Drain campaign would not provide positive impacts to nitrate.</p>
<p>The action items and action ID do not match with Table 3-14. It appears WQ-9 was jumped over and listed as WQ-10 instead, shifting the rest of the table to be off.</p>	<p>This error has been corrected.</p>
<p>Consider including "Agricultural production and waste disposal practices have introduced contamination into groundwater" as a notable way that water resources have been altered through land-use activities.</p>	<p>This has been added.</p>
<p>This section states that all residents get their drinking water from groundwater, however, page 21 says that "Communities within the Watershed rely primarily on groundwater aquifers for drinking water, whether supplied via municipal or private wells." It is assumed that the statement on page 21 was taking into consideration that the City of Burnsville obtains some of its drinking water from the Kramer Quarry. The appendix should match the body of the plan.</p>	<p>This has been revised.</p>
<p>Consider removing "injection wells" as a source of water to an aquifer. This does not apply in the watershed.</p>	<p>This has been removed.</p>

	<p>Check with DNR regarding the source of groundwater that supports the Vermillion River's trout populations. MDH SWP staff believe it should be the Prairie du Chien Group, which is a bedrock aquifer.</p> <p>The Quaternary Aquifers section states that "Quaternary aquifers are not used for municipal or public drinking water supply". However, there are public water suppliers, including municipal suppliers, that use Quaternary aquifers. This should be reworded to state that "Quaternary aquifers are not often used for municipal or public drinking water supply" in the watershed.</p> <p>This section (B-77) notes that high nitrate is an issue in the quaternary aquifers, but does not note that high nitrate is also an issue in the Prairie du Chien Group bedrock aquifer. This is a significant concern in the watershed that should be acknowledged in the plan.</p> <p>Consider removing "in metropolitan counties" to bring the statement up to date with current legislation: https://www.revisor.mn.gov/statutes/cite/103G.271.</p>	<p>It's not one or the other in all cases. In the watershed area upstream of Hastings, the quaternary aquifers are directly connected to the Vermillion River. While previous DNR pump test results indicated there is a connection between the Prairie du Chien Group and the water table present in the quaternary aquifers, bedrock layers and their associated aquifers, are not visible or directly connected to the Vermillion River until you reach the City of Hastings and downstream. Language has been revised in the plan to reflect that depending on the location in the watershed and aquifer connectivity, quaternary aquifers and/or bedrock aquifers provide cool groundwater that support the Vermillion River's trout populations.</p> <p>This has been revised.</p> <p>This has been incorporated into the WMP.</p> <p>It has been removed.</p>
<p>Minnesota Pollution Control Agency</p>	<p>The Action Audit section was interesting and a great summary of some of the completed work. Great job of displaying reductions of pollutants (Table 3-1).</p> <p>The tables summarizing the Implementation, Measurable outcomes, and priority areas are in different spots throughout the document. Would it be helpful to accumulate that information in one place. For example: Table 3-16 has WQ-2, up to 3 assessments. To know what those are, a person would have to go find the WQ-2 goal, and then find if there were priority areas for the assessments.</p> <p>Some of the prioritized areas are based on the modeled results that are in the appendix. Summarizing the yearly outputs and stating where the prioritized areas are would be helpful.</p> <p>Some of the measurable outcomes could have more details that would help link to the CIP table. It's good to see the goals with numeric targets (i.e., TSS reductions) in addition to the number of projects. Are there other opportunities to add details like those to Table 3-16.</p>	<p>The VRWJPO appreciates your positive feedback.</p> <p>It would be beneficial to combine these areas for ease of review; however, with the current formatting of the WMP, moving these metrics would create issues with table sizing.</p> <p>The main body of the WMP is meant to be a concise document used for planning purposes accounting for trends described in further detail in Appendix B. Yearly trends can be seen using tables, maps and graphics incorporated into the Appendix, which can be used to prioritize implementation areas. While having all of this information in one area of the WMP would be ideal, it would require duplicative information and reformatting resulting in a longer plan to digest for the user and staff felt it was important to include the most important information in the main body of the WMP with supplemental information in the appendices.</p> <p>The measurable outcomes relating to pollutant reductions (i.e. TSS, TP, NO3) and shown in Table 3-16 were incorporated using modeled pollutant reductions within completed feasibility studies, inventories and assessments. Not all Actions within the WMP have modeled pollutant reductions.</p>
	<p>While reviewing the draft plan, some potential typos, formatting errors, omissions, and errors were found. Please see the comments on the attached draft for minor corrections to consider addressing. (included below in this spreadsheet starting in row 132)</p> <p>The City of Rosemount's top stormwater management priority continues to be providing flood protection for homes within our bounds. Currently, hundreds of Rosemount homes are at greater risk of flooding because intercommunity discharge limits set by the VRWJPO do not allow The City to direct stormwater south to the Vermillion River. As such, the City of Rosemount requests VRWJPO consider modifying the established intercommunity flow rates to allow for a temporary or permanent outlet option to the Vermillion River. While Rosemount is currently installing a trunk storm sewer east to the Mississippi River, it may take a significant amount of time to complete, leaving the previously mentioned homes at greater risk.</p> <p>As the City of Rosemount is not the only community with flooding and stormwater quantity concerns, we urge that the VRWJPO provide greater prioritization for water storage and flood management at a coordinated regional intercommunity scale. Developing a Climate Resilience Plan is a great first step, but investigating the feasibility of a watershed-wide pond smart pumping plan is critical to providing flood relief for upstream communities that doesn't put downstream communities at greater risk.</p> <p>The City of Rosemount urges the VRWJPO to continue its collaborative approach with cities and other LGUs in the Watershed. As the VRWJPO completes the proposed Climate Resilience Plan, updates to modeling that affect intercommunity flow, feasibility studies for projects, and any other projects or studies that affect LGU operations, it is key to continue including those communities affected. Not only does it ensure that plans/projects are workable, but it also ensures that there is buy-in when funding and other forms of support are sought.</p>	<p>Responses can be found below.</p> <p>Currently, the VRWJPO does not have information indicating the VRWJPO not allowing the City to direct stormwater to adjacent LGUs within the Vermillion River Watershed. It is our understanding that if the City wanted to discharge stormwater to an adjacent community where an outlet doesn't currently exist, an intercommunity flow standard would need to be established to protect the downstream community from flooding. To move forward, the VRWJPO will coordinate one or more meetings with Rosemount staff to discuss this matter, refresh our collective memories, review modeling data, and evaluate potential flow management options. The intent is to reach a mutual understanding of appropriate flow rates and, once consensus is achieved, to formalize a plan of action to address this matter.</p> <p>The VRWJPO is currently administering a Request for Proposals (RFP) for a Changing Climate and Flooding Resiliency Study. Should budget align with available VRWJPO budget, and should the VRWJPO receive the above-identified grant funding, cities regulated by the Municipal Separate Storm Sewer System (MS4) General Permit will be involved in the study process. Communication was sent to City of Rosemount staff on October 28, 2025, regarding the RFP, which includes evaluation of stormwater smart pumping technology.</p> <p>The VRWJPO will continue to collaborate with watershed LGUs as the Climate Resilience Plan and any resulting identified projects move forward.</p>

The City is requesting greater financial assistance for flood control and stormwater volume management projects. Financial assistance offered in the past has typically focused on water quality improvements. Putting in projects that reduce flood risk can be expensive and complex. The nearly exclusive focus on providing funding for water quality projects alone, has meant that providing flood protection for critical infrastructure and homes is unnecessarily delayed. This results in a situation where Rosemount residents and businesses are paying taxes to fund projects in other communities without receiving reciprocal benefits to address real high priority concerns that affect human safety and quality of life in their own community. Rosemount was not afforded the privilege of being able to direct stormwater to the Vermillion River because we developed later, adding a significant financial burden to find a solution to storage and flooding concerns that other communities that were afforded that privilege don't have. Let's not forget that the primary concern that drove the creation of watershed law in Minnesota was flooding; providing assistance to address flooding and water quantity concerns should have at least equal weight.

The City would appreciate assistance from the Watershed with regards to reviewing conformance of its Comprehensive Surface Water Management Plan (CSWMP) to that of the 2026-2035 VRWJPO WMP.

The City requests flexibility with timing in regards to bringing its CSWMP into conformance with the VRWJPO WMP. The City is beginning the process of updating its 10-year comprehensive plan, of which it CSWMP is a part, as required by state law. The City would like to avoid a situation where it is updating its CSWMP and sending it out for comment for conformance with the VRWJPO WMP, only to have to do it again a short time later with regards to the Met Council Comp Plan process. The City's Comp Plan update is not due until late 2028.

Page 4: Indent/tab/margin formatting error

Page 13: Punctuation: remove comma

Page 21: Will VRWJPO be providing an evaluation to cities on whether local plans conform to the watershed plan?

Page 26: inconsistent capitalization

Page 45: Punctuation is off

Page 45: I think this would be better: Temporary storage sedimentation BMPs that pond water and allow for sediment to settle from the water column: wet ponds, stormwater wetlands, hydrodynamic separators, etc. (in reference to an item in the Prioritized Stormwater Management Topics of Importance)

Page 52: What does this mean??? (in reference to "Watershed-Wide LGU CIP collaboration")

Page 63: Where is this map showing where these are??? (in reference to item NE-7 in the Implementation Table)

Page 69: Did you miss one??? (blank space in table)

Page 76: Did you miss one??? (blank space in table)

Page 85: Didn't this fall through??? (regarding establishing another wetland bank)

Page A-1: It would be nice if links were included to these plans. (Appendix A)

Page A-2: Where's this? (Potential Wetland Restoration Inventory)

Page B-4: Twin Cities Metro Area might be a better term to use since it's defined in statute

Page B-4: It would be nice if there was some indication in here of percentage funding coming from each community.

Page B-7: Ravenna Township??? (in regards to bullet point on communities projected to transition out of rural agriculture to large-lot rural residential by 2040)

Page B-13: Shouldn't there be a full-sized map showing all the subwatersheds???

Page B-16: These links don't work.

Page B-20: Needs edit (regarding a sentence in the climate data section of Appendix B)

Page B-23: Where is the map showing subwatersheds?

Page B-25: [Alimagnet] Lake was stocked with channel cats and possibly other game fish previously. Bass maybe??? Has a winter aerator to improve game fish survival for top down water quality affects.

Page B-26: Farquar [Lake] has been stocked with walleye and has an aerator. Also has CLP (curlyleaf pondweed)

Page B-26: Is this still true with some of the wetter years we've been having? (regarding the pump operation in Cobblestone Lake)

Page B-26: I think the DNR stocks this one (Cobblestone Lake). Also has eurasian watermillfoil

Page B-65: Shouldn't mainstem be one word? Also, should it be capitalized.

Priority ranking of Actions within the WMP is based on feedback received during the stakeholder engagement process (detailed in Appendix C), including feedback from the VRWJPO Technical Advisory Committee (TAC), Community Advisory Committee (CAC) and Joint Powers Board (JPB).

The VRWJPO can assist with the review.

The VRWJPO understands the City's concerns and will accommodate however we can, though that flexibility may be limited as the timelines specified in Minnesota Rule 8410.0105, Subpart 9 were set by the State of Minnesota and not the VRWJPO

Formatting has been corrected.

Punctuation has been corrected.

The VRWJPO can assist with evaluating local plan conformance with the WMP.

Capitalization has been corrected.

Punctuation has been corrected.

Table 3-5 has been updated to incorporate suggested text.

The VRWJPO may participate or assist the LGU's with the design, construction, and maintenance of Infiltration BMP's.

Previously completed wetland restoration studies can be found under the "Wetland Assessments" tab on the VRWJPO's Assessments, Inventories, and Studies site.

No. BMP performance monitoring was not included within 2027 expenditures due to lack of budget.

No. BMP performance monitoring was not included within 2027 expenditures due to lack of budget.

That is correct. This narrative has been removed.

The VRWJPO has revised the plan to include as many links as it could find for the various studies and plans listed that are provided online.

Previously completed wetland restoration studies can be found under the "Wetland Assessments" tab on the VRWJPO's Assessments, Inventories, and Studies site.

The narrative has been revised.

Dakota County and Scott County Taxpayer Services do not provide the information requested broken down by community.

The Dakota County Office of Planning did not identify Ravenna township as a community projected to transition out of rural agriculture to large-lot rural residential by 2040.

A watershed-wide view of political subwatersheds can be found on VRWJPO's Interactive Map.

These have been fixed.

This has been fixed.

A watershed-wide view of political subwatersheds can be found on VRWJPO's Interactive Map.

Text has been updated to reference the winter aerator. Staff do not have the capacity to track fish stocking (completed by varying entities at varying frequencies and times) at all VRWJPO lakes. For this reason, only those lakes with known annual/regularly scheduled stocking programs are highlighted in Appendix B.

The current text states that the lake has curlyleaf pondweed. Staff do not have the capacity to track fish stocking (completed by varying entities at varying frequencies and times) at all VRWJPO lakes. For this reason, only those lakes with known annual/regularly scheduled stocking programs are highlighted in Appendix B.

The narrative in the WMP was provided by the City of Apple Valley's Natural Resources Coordinator.

Text has been updated to reference the Eurasian watermilfoil. Staff do not have the capacity to track fish stocking (completed by varying entities at varying frequencies and times) at all VRWJPO Lakes. For this reason, only those lakes with known annual/regularly scheduled stocking programs are highlighted in Appendix B.

This has been corrected.

	<p>Page B-65: Consistency with dashes?</p> <p>Page B-66: One word? (referencing "water body")</p> <p>Page B-69: Is this labeled incorrectly?</p> <p>Page B-69: this station doesn't do stage? (referring to image of stream flow data at the Vermillion River near Empire gaging station)</p> <p>Page B-70: Birger Pond in Innisfree Park has been monitored through CAMP since 2022. Due east of Farquar.</p> <p>Page B-75: Incorrect label (on a Figure)</p> <p>Page B-75: Then our system shouldn't be shown on the map. Our system largely does not drain to the Vermillion River. (regarding a map of MS4 systems)</p> <p>Page B-83: Did you forget a subsection? Isn't Oak Savana one of the [Ecological Classification] subsections for a large chunk of the watershed?</p> <p>Page B-87: In Empire. (referring to Dakota Woods Dog Park)</p> <p>Page B-87: This does not appear to be available to the general public. Requires an ArcGIS account and password. (referring to a link to a public water access map)</p> <p>Page C-1: Does this require further indent and a differently formatted bullet? Looks like it's a sublist to the the bullet point.</p> <p>Page C-7: I think the Visitor Center is actually in Eagan. None of Lebanon Hills Park is in Rosemount, although parts of Rosemount drain there.</p> <p>Page C-7: Not in the Rosemount or Apple Valley libraries?</p> <p>Page C-13: missed citation</p> <p>Page C-16: Is this a sublist that should be indented?</p> <p>Page D-5: Ordinances aren't required per se. What are required are regulatory controls, and in some cases the LWP and agreements or permit conditions may be sufficient.</p> <p>Page D-7: Might be a good idea to clarify if construction of structures is included: barns, silos, etc.</p> <p>Page D-22: This map (Figure D-1) could maybe use some updating. I see at least 1 water quality corridor that doesn't exist any longer, the North Creek extension into Apple Valley.</p> <p>Page D-23: The dash is inconsistent with use of this term in other locations in this document.</p> <p>Page D-23: LGUs that aren't MS4s are not required under state regulations to ensure that a CSW NPDES Permit is required by a project. This sentence is confusing.</p> <p>Page D-23: Remove dash</p>	<p>This has been corrected.</p> <p>This has been corrected.</p> <p>This has been corrected.</p> <p>Yes, the location does stage.</p> <p>The section referenced only describes lakes monitored through CAMP.</p> <p>This has been corrected.</p> <p>The section referenced reads, "Note: due to the scale of the VRWJPO, the map only shows stormwater system piping and structures that drain directly to the Vermillion River or principal connectors (when available)." All piping is included; only structures that drain directly to the Vermillion River or principal connectors are shown.</p> <p>Correct. Text relating to the Oak Savanna subsection has been added.</p> <p>This has been corrected.</p> <p>This has been corrected.</p> <p>This has been corrected.</p> <p>This has been corrected.</p> <p>The VRWJPO stakeholder engagement consultant's limited resources led them to choose libraries closest to the Vermillion River for the display. promotion.</p> <p>This has been corrected.</p> <p>This has been corrected.</p> <p>Text has been updated to "regulatory controls".</p> <p>Added additional language under items 2 and 3 to include structures for the activities.</p> <p>Updates to the figure are made twice yearly and changes are made using input from watershed partners. Thank you for mentioning the WQ corridor designation on North Creek extension into Apple Valley. This will be reviewed during the next map audit.</p> <p>The document now reads "MS4"</p> <p>Statement has been deleted.</p> <p>This has been fixed.</p>
	<p>Generally, Scott County finds the proposed plan well written, and we appreciate the hard work that has gone into developing the plan.</p> <p>Section 2.3: Water Quality Topics of Importance: Projects that address bacteria - Low Priority. Scott County supports this level of priority for the JPO. It aligns with Scott County's priority level. It is important that the VRWJPO remain consistent with this priority level in communications and activity. Changes to the priority level should be discussed with Scott County prior to adopting.</p> <p>Table 3-15: WQ-15 Projects that address E.coli Upper Mainstem Subwatershed: Scott County will continue to support this VRWJPO project. Scott County will not lead, coordinate, or dedicate funds associated with this low-level project. Scott County will support VRWJPO efforts that align with the level of priority and effort identified in the WMP and provide County staff resources when available.</p> <p>Table 3-14: CMR-5 Partner Programs: Please revise the reference to the Scott SWCD Clean Water Education Program to remove the SWCD. The official name of the program is the Scott Clean Water Education Program (SCWEP).</p>	<p>The VRWJPO appreciates your positive feedback.</p> <p>The VRWJPO is pleased that there is agreement with the priority level identified by stakeholders and staff regarding the bacteria topic of importance. Should a change to the priority level be considered, that would be done in coordination with Scott County staff. The VRWJPO will note that even though projects that address bacteria were identified as a low-level priority, there is one action (WQ-15) in the WMP that targets the abnormally high bacteria levels found only in the Scott County portion of the watershed. The project may not be as high of a priority as others in the WMP, but due to this specific water quality issue only occurring in this geographic area, an action was still deemed important for implementation.</p> <p>Language in the Joint Powers Agreement (JPA) between Scott County and Dakota County that formed the VRWJPO specifies, "Scott County shall provide staffing of a co-administrator (Co-Administrator) for the VRWJPO to act as a liaison and to assist the Administrator regarding VRWJPO activities including but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Scott County, project planning and staffing under the direction of the VRWJPB, and any other role generally described in the Vermillion River Watershed Management Plan." Based on the language in the JPA, it's Scott County staff's responsibility to assist with implementation of the WMP in Scott County. While projects to address bacteria were identified as a low-level priority in the WMP, action WQ-15 exists in the WMP due to abnormally high bacteria levels present only in the Scott County portion of the Vermillion River. Any VRWJPO project(s) located in Scott County require Scott County staff to take the lead and coordinate the project(s) as Scott County is the one with governmental authority to do so.</p> <p>The error has been corrected.</p>
	<p>FMR is largely pleased with the draft plan. The plan is straight forward, easy to follow, and focuses on what the JPO deems as most important for water quality.</p>	<p>The VRWJPO appreciates your positive feedback.</p>

However, the plan largely ignores the impact of upland habitat on water quality and focuses on the benefits of in-stream restoration and green infrastructure improvements. While other watershed districts are recognizing the importance of watershed-level upland habitat protection and restoration and taking a more active role in this work – districts like South Washington Watershed District and the Mississippi Watershed Management Organization, for example – the VRWJPO is not taking this same approach. The benefits of upland habitat protection and restoration for water quality, in-stream habitat quality, and overall resilience are documented and clear: <https://iwaponline.com/wqj/article/59/2/89/101761/impacts-of-land-use-land-cover-on-water-quality-A> Moreover, we have seen these benefits play out in the Vermillion River watershed, where upland habitat restoration projects at places like the Kasel parcel of the DNR’s South Branch Vermillion River AMA have resulted in improved in-stream trout habitat and population numbers, due in part to reduced sedimentation and increased provision of diverse insect food sources.

However, there is little to no information in the plan that speaks to intact habitats and landscapes, or to a watershed-level focus on land use or habitat protection. For example, in the ‘climate resilience’ section, there is no mention about landscape-level resilience and the role that intact and healthy habitat – be it grasslands or forests – can play in water retention, filtration, and mediation. Further, in the ‘natural environments’ section, a low priority is placed on both improving disturbed landscapes and on upland restoration. If these are both low priority, but intact and restored landscapes offer the benefits identified above, then the plan should at least contain strategies that encourage or engage partners to pursue restoration of disturbed landscapes and the protection and restoration of upland habitat. This doesn’t have to be a burden that the JPO pursues alone, but the plan should identify potential partners and roles that the JPO could plan in this important work.

Lastly, the plan presents the itemized priorities of the watershed’s property tax levy. Priority #7 is identified as “Protect and enhance fish and wildlife habitat and water recreational facilities.” If protecting and enhancing habitat is included as an express priority or purpose of the JPO’s funding, then that should be reflected more clearly in the goals and methods of the JPO’s work.

The VRWJPO’s mission is to “Collaboratively provide education, science, and support to **restore and protect** the Vermillion River watershed’s **natural resources** for all who live work and play within its boundaries.” Natural resources don’t stop at water resources and related infrastructure – nor does the connection of the land and landscape to the health and resiliency of the water.

In addition to a focus on upland habitat, the plan’s focus on agricultural lands is also important. As noted in Table B2, agricultural/undeveloped land accounts for over two-thirds of the acreage within the JPO’s purview, and “[a]griculture is projected to remain the predominant land use in the watershed for the foreseeable future.” The document also notes that agricultural practices such as crop rotation, cover crops, and reduced tillage can mitigate farming’s negative impacts to hydrology and soil health [B-9]. We recommend that the Plan echo the findings of the updated MN Nutrient Reduction Strategy (currently in draft) by emphasizing the need for greater adoption of “continuous living cover” farming systems, which prioritize living roots and/or groundcover year-round; continuous living cover systems deliver significant benefits for water quality and can provide habitat for wildlife and diversify farm income streams. For example, the City of Hastings has leased land around its DWSMA for cultivation of Kernza perennial grain and alfalfa, dramatically reducing nutrient leaching to public water supplies; LGUs should work with area farmers to introduce continuous living cover practices at all scales, and seek ways to support the development of supply chains and markets for perennial and winter annual crops.

The VRWJPO applauds FMR for its work in land conservation and enhancement of natural communities. The VRWJPO recognizes that watershed-level upland habitat plays an important role in water quality and that other Watershed Management Organizations (WMOs) in the state include such initiatives in their operations. WMOs in Minnesota are diverse with their programs and projects, and the diversity in programs and practices are a result of identified goals and priorities of each respective WMO and their stakeholders. During the stakeholder engagement process (detailed in Appendix C of the WMP), the VRWJPO Technical Advisory Committee (TAC), Community Advisory Committee (CAC) and Joint Powers Board (JPB) ranked “Coordinate with others to implement projects, programs and practices that improve disturbed landscapes,” as Low Priority. As a result, associated implementation actions are a lower priority compared to others that ranked higher.

We concur that the concept of upland habitat restoration can have a role in improving in-stream trout habitat and population. While the VRWJPO places a lower priority on upland habitat restoration, it does mean we still plan to direct resources towards such initiatives. Other examples of VRWJPO-funded upland restoration in recent years include the Valley Lake Park Pollinator Garden installed in 2019, the East Lake Habitat Improvements in 2021, and numerous upland restoration projects implemented by the Dakota County Soil and Water Conservation District (DCSWCD) and Scott Soil and Water Conservation District (SSWCD) that are supported by VRWJPO.

FMR’s comment on the Natural Environments section showing low priority for improving disturbed landscapes and upland restoration is recognized. As mentioned above, the TAC, CAC and JPB provided input and voted to place low priority on these categories. Ultimately, the JPB are decisive body on assigning priority relating to goals and objectives identified in the WMP. The WMP also includes partner potential within the Implementation Table relating to each Action. NE-13: Upland Restoration Adjacent to Water Resources identifies “Many” potential partners.

The Metropolitan Surface Water Management Act (Minnesota Statute 103B) established the purposes of all WMOs to include the eight purposes listed that you noted. However, it is up to each WMO through a goal setting and prioritization process to determine how to best utilize the resources available to accomplish the goals. As noted previously, the goals setting and prioritization process implemented by the VRWJPO to develop this WMP identified a higher priority on some objectives compared to others, which resulted in a WMP that reflects this in our implementation plan.

VRWJPO concurs.

The VRWJPO promotes greater adoption of continuous living cover in farming systems through partnerships with the DCSWCD and SSWCD. This is reflected in the following Actions: WQ-5, WQ-6, WQ-7, WQ-8, WQ-12 and NE-9. Additionally, subwatershed assessments reflected in the Actions above and include projects such as native grasses, filter strips, grassed waterways and others. In the implementation table, the word “such” associated with various agricultural practices is used deliberately to leave room for other potential identified projects as assessments are updated. Actions WQ-12 and NE-9 encompass portions of the VRWJPO’s annual DCSWCD and SSWCD workplans including pass through funding for best management projects such as cover crops, harvestable covers, grassed waterways, filter strips and more.