



Agenda

Vermillion River Watershed Joint Powers Board Meeting

April 25, 2024, 1 p.m., in-person and teleconference via Microsoft Teams

1. Call to Order
2. Roll Call
3. Audience Comments on Items Not on the Agenda
(please limit audience comments to five minutes)
4. Approval of Agenda Action
5. Approval of Minutes from the March 21, 2024 Meeting Action
6. Consent Agenda Action
 - a. Acceptance of Treasurer’s Reports Action Page 7
 - b. Approval of Vermillion River Watershed Joint Powers Organization Consultant List for 2024-2025
7. Approval of Expenses Action Page 10
8. Business Items Action Page 11
 - a. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for City Projects 24-02 and 24-20
 - b. Approval of Proposed Amendments to the Vermillion River Watershed Joint Powers Organization 2024 Budget Action Page 18
 - c. Authorization to Execute a Grant Agreement with the Minnesota Department of Health for Water Conservation and Landscaping for Clean Water Marketing Accelerated Implementation Grant Action Page 30
 - d. Authorization to Submit the 2023 Vermillion River Watershed Joint Powers Organization Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources Action Page 49
9. Staff Reports
10. Adjourn Action

Please note, the April 25, 2024, Vermillion River Watershed Joint Powers Board meeting will take place **in-person** in Conference Room A at the Extension and Conservation Center, 4100 220th Street West, Farmington Minnesota **and via teleconference** on the web-based application, Microsoft Teams.



Microsoft Teams meeting

[Join the meeting now](#)

Meeting ID: 243 754 382 84

Passcode: VsLBZW

Dial-in by phone

[+1 651-273-3070,,713718317#](#) United States, St. Paul

[Find a local number](#)

Phone conference ID: 713 718 317#

Other Information

Next Meeting Date: **May 23, 2024**, at 1 p.m.

You will be notified if the meeting is cancelled due to an anticipated lack of quorum.



Meeting Minutes

Vermillion River Watershed Joint Powers Board (JPB) Meeting

Thursday, March 21, 2024, 12 p.m., in-person at the Dakota County Western Service Center and virtual via Microsoft Teams

Board Members in Attendance

Dakota County Commissioner Mike Slavik
Dakota County Commissioner Bill Droste
Scott County Commissioner Tom Wolf

Watershed Planning Commission (WPC) Members in Attendance

Brad Blackett
James Kotz
Sandra Weber

Others in Attendance

Georg Fischer, Dakota County, Physical Development Division Director
Travis Thiel, Dakota County, Vermillion River Watershed Joint Powers Organization (VRWJPO) Administrator
Melissa Bokman-Ermer, Scott County, VRWJPO Co-Administrator
Jeff Dunn, Dakota County, VRWJPO Water Resources Engineer
Brita Moore-Kutz, Dakota County, VRWJPO Communications and Outreach Specialist
Kelly Perrine, Dakota County, VRWJPO Senior Watershed Specialist
Paula Liepold, Dakota County, Water Resources Educator
Valerie Neppel, Dakota County, Groundwater Protection Unit Supervisor
Mary Jackson, Dakota County, Senior Planner
Brian Wisdorf, Dakota County, Assistant County Attorney, VRWJPO legal counsel
Bruce Johnson, Dakota County Soil and Water Conservation District (SWCD) Supervisor
Anne Sawyer, Minnesota Board of Water & Soil Resources (BWSR), Board Conservationist

1. Call to Order

Meeting was called to order at 12 p.m.



2. Roll Call

Commissioners Slavik, Droste, and Wolf were in attendance.

3. Audience Comments on Items Not on the Agenda

Travis Thiel introduced Kelly Perrine to the group, who began as VRWJPO's Senior Watershed Specialist on March 4, 2024. He also introduced Brian Wisdorf, Assistant Dakota County Attorney, who began serving as legal counsel for the VRWJPO in March 2024.

4. Approval of Agenda

Res. No. VRW 24-05: Motion by Commissioner Droste to approve the agenda, seconded by Commissioner Slavik. Motion carried on a 2-0 voice vote.

5. Approval of Minutes from the January 25, 2024 Meeting

Res. No. VRW 24-06: Motion by Commissioner Droste to approve the minutes, seconded by Commissioner Slavik. Motion carried on a 2-0 voice vote.

6. Consent Agenda

a. Acceptance of Treasurer's Reports

Travis Thiel noted that there was a revision to the December 2023 Treasurer's Report and Expense Report to include a transaction from the City of Lakeville that was missed before.

Res. No. VRW 24-07: Motion by Commissioner Droste to approve the consent agenda, seconded by Commissioner Slavik. Motion carried on a 2-0 voice vote.

7. Approval of Expenses

Travis Thiel presented the revised December 12-December 31, 2023 Expense report, with expenses totaling \$952,301.38; the January 1-February 12, 2024 Expense report, with expenses totaling \$54,885.62; and the February 13-March 11, 2024 Expense report, with expenses totaling \$41,894.95.

Res. No. VRW 24-08: Motion by Commissioner Droste to approve the expenses, seconded by Commissioner Slavik. Motion carried on a 2-0 roll call vote.

8. Business Items

a. Strategic Planning Session



Mary Jackson led JPB and WPC members in reviewing the outcomes of the issue identification phase of the 2026-2035 Vermillion River Watershed Plan (Plan) development. The main directions provided were:

- The JPB and WPC would like to interact with each other more often. VRWJPO could consider creating a WPC “work plan”.
- Determine which actions provide the most “impact. The lowest-hanging fruit projects have been completed, so the VRWJPO should determine where the best value is now.
- Staff should place focus on achieving high quality projects, rather than striving for quantity, and continue coordination and collaboration with local partners for the best outcomes. Implementation actions should reflect this approach.
- The VRWJPO Plan should “edge-match” well with other plans, such as the counties’ groundwater plans, SWCD comprehensive plans, and land conservation plans.
- The Plan should be as simple and clear as possible for communicating to the public and show how their tax dollars make a positive impact.
- Consideration should be given to reducing the amount of subwatersheds in the implementation plan such that plan objectives can be more generalized and pooled resources are greater. Suggested two or three subwatersheds in lieu of eight.

Issues discussed:

- Groundwater sustainability
- Pollutants – nitrates, PFAS, microplastics, biosolids
- Wetland protection and restoration

Commissioners reviewed proposed revisions to the Joint Powers Agreement (JPA) between Dakota and Scott counties which established the VRWJPO. The main points from that discussion were:

- The Board expressed desire to keep membership on the JPB to three Commissioners.
- Proposed revisions address Dakota County’s practice of rotating one of the spots on the JPB between three Commissioners each year.
- Staff will draft bylaws for the organization as directed by the JPA.
- Staff asked for clarification on how the JPA delineates services provided. Dakota County is noted as the fiscal agent, but the other services currently provided by the County to the VRWJPO aren’t listed (GIS, Employee Resources, Information Technology, etc.). The Dakota SWCD has an agreement with Dakota County with more services explicitly mentioned that could serve as a model for a potential agreement between VRWJPO and the County.
- The VRWJPO is considering changes to the rules surrounding who is eligible to serve on the Watershed Planning Commission. The original JPA says WPC members must live within the watershed, but that’s not required by state statute. The JPB directed staff to get an official recommendation from the WPC and present to the JPB.



- The WPC meetings are subject to Open Meeting Law under the original JPA, which does not allow for members to participate virtually. Members have expressed that virtual options would make it easier for them to serve. Counsel Brian Wisdorf said that while it's fine to delete the line about Open Meeting Law from the JPA, that doesn't mean the WPC isn't still subject to it. State legislation may end up deciding that.

Information only.

9. Staff Reports

None

10. Adjourn

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

Next Meeting Date: Thursday, April 25, 2024, at 1 p.m. in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220th Street West, Farmington, MN and via teleconference on the web-based application, Microsoft Teams.

Respectfully submitted by

Brita Moore-Kutz

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

Attest

Commissioner

Secretary/ Treasurer

Date



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

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
A. Administration & Operations (601-5010001-0000000)	\$ 230,500.00	\$ 16,538.50	\$ 8,174.20	\$ 205,787.30
B. Research & Planning (601-5010001-50100130)	\$ 78,000.00	\$ 11,902.96	\$ 9,204.53	\$ 56,892.51
C. Monitoring & Assessment (601-5010001-50100230)	\$ 155,750.00	\$ 16,146.28	\$ 13,568.37	\$ 126,035.35
D. Public Communications & Outreach (601-5010001-50100330)	\$ 179,080.00	\$ 16,022.23	\$ 9,075.18	\$ 153,982.59
E. Irrigation and Irrigation Audit (601-5010001-50100431)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
F. Regulation (601-5010001-50100530)	\$ 55,930.00	\$ 14,566.92	\$ 2,080.13	\$ 39,282.95
G. Coordination & Collaboration (601-5010001-50100531)	\$ 50,600.00	\$ 5,298.99	\$ 2,655.10	\$ 42,645.91
H. Feasibility/Preliminary Studies (601-5010001-50100631)	\$ 340,000.00	\$ 6,657.56	\$ 8,281.93	\$ 325,060.51
I. Capital Improvement Projects (601-5020001-50200130)	\$ 815,000.00	\$ 7,147.52	\$ 24,552.91	\$ 783,299.57
J. WBIF Grant (BWSR) 2020-2023 Hastings Direct (601-5010001-50100855)	\$ -	\$ -	\$ -	\$ -
K. WBIF Grant (BWSR) 2020-2023 Ravenna Basins (601-5010001-50100856)	\$ -	\$ -	\$ -	\$ -
L. Lakeville East Lake Restoration (601-5010001-50100858)	\$ 6,200.00	\$ 86.96	\$ -	\$ 6,113.04
M. CWF Comp Grant (BWSR) Foxborough TSS (601-5010001-50100859)	\$ 26,500.00	\$ -	\$ -	\$ 26,500.00
N. CWF Comp Grant (BWSR) Ravenna Trail (601-5010001-50100860)	\$ 27,500.00	\$ 978.09	\$ 80.73	\$ 26,441.18
O. 2022-2023 WBIF Grant (BWSR) Middle Creek (601-5010001-50100861)	\$ 21,000.00	\$ 484.38	\$ -	\$ 20,515.62
P. 2022-2025 WBIF Grant (BWSR) Alimagnet Alum (601-5010001-50100862)	\$ -	\$ -	\$ 465.81	\$ (465.81)
Q. 2023 CWF Competitive Grant (BWSR) East Lake (601-5010001-50100863)	\$ 127,500.00	\$ 950.18	\$ 2,650.46	\$ 123,899.36
R. Wetland Bank (601-5010001-50100930)	\$ 189,800.00	\$ -	\$ -	\$ 189,800.00
VRW JPO Revised Budget Expense TOTAL	\$ 2,308,360.00	\$ 96,780.57	\$ 80,789.35	\$ 2,130,790.08

Budget Funding Sources

Wetland Bank	\$189,800.00
CIP Reserve	\$350,000.00
CIP Reserve Grant Match	\$21,500.00
Fund Balance from Underspending in Previous Year	\$365,000.00
Grant Carryover	\$0.00
CWF Grant (BWSR) Competitive 2022	\$420,750.00
CWF Grant (BWSR) Competitive 2023	\$150,000.00
CWF Grant WBIF (BWSR) 2020-2023	\$0.00
CWF Grant WBIF (BWSR) 2022-2025	\$198,000.00
CPL Grant (DNR) 2022-2025	\$4,500.00
Fee's on Permitting Activities	\$1,000.00
Dakota County Levy	\$965,600.00
Scott County Levy	\$34,400.00
Investment Earnings	\$14,000.00

Total \$2,714,550.00

6b. Approval of Vermillion River Watershed Joint Powers Organization Consultant List for 2024-2025

Meeting Date: April 25, 2024
Item Type: Consent-Action
Contact: Jeff Dunn
Telephone: 952-891-7140
Prepared by: Jeff Dunn



PURPOSE/ACTION REQUESTED

- Approval of Vermillion River Watershed Joint Powers Organization (VRWJPO) Consultant list for 2024-2025

SUMMARY

In January 2024, Vermillion River Watershed Joint Powers Organization staff distributed and posted a request for qualifications (RFQ) for professional engineering, environmental services, and ecological restoration and management services. The Minnesota Board of Soil and Water Resources (BWSR) requires water management organizations to solicit qualifications from consultants on a biennial basis and provide a list of consultants that has been compiled. The VRWJPO may use the list of consultants to contract for services that watershed staff may not be able to perform because of limited technical expertise or time constraints. The ability to choose consultants based on their qualifications saves time by allowing staff to forego a request for proposal (RFP) process for every project (although it does not preclude use of the RFP process for specific projects).

All services performed by a consultant would require a contract with the VRWJPO, which would be submitted to the Vermillion River Watershed Joint Powers Board (VRWJPB) for approval before being executed, unless the contract amount is less than \$50,000, which allows for limited approval authority by the VRWJPO Administrator and Co-Administrator. The list of consultants who submitted qualifications and have technical skills appropriate for future VRWJPO projects is included in the resolution.

The approved consultant list will remain valid for use by the VRWJPO until a subsequent consultant list is approved by the VRWJPB.

RECOMMENDATION

Staff requests the VRWJPB approve the VRWJPO consultant list for 2024-2025.

EXPLANATION OF FISCAL/FTE IMPACT

No fiscal impact

RESOLUTION

6b. Approval of Vermillion River Watershed Joint Powers Organization Consultant List for 2024-2025

WHEREAS, the VRWJPO contracts with professional engineering, environmental services, and ecological restoration and management services for projects that require specialized expertise not available among staff or have time constraints that staff is unable to meet; and

WHEREAS, the VRWJPO’s ability to contract for professional service from a pre-approved list of qualified vendors can provide advantages in project quality, timeliness, and efficiency; and

WHEREAS, Minn. Stat. 103B.227, subd. 5, requires watershed districts or watershed management organizations to issue a biennial solicitation for professional or technical consulting services; and

WHEREAS, the VRWJPO distributed and posted a biennial solicitation/request for qualifications (RFQ) in January 2024 for professional engineering, environmental services, and ecological restoration and management services; and

WHEREAS, respondents to the RFQ provided qualifications, which were then evaluated to determine if they were sufficient and applicable to potential 2024-2025 VRWJPO projects; and

WHEREAS, a list of qualified professional engineering, environmental services, and ecological restoration and management services consultants includes:

Company	Address	City	State	Zip
Alliant Engineering, Inc.	733 Marquette Ave., Ste 700	Minneapolis	MN	55402
Barr Engineering Company	4300 Market Pointe Drive, Suite 200	Minneapolis	MN	55435
Davey Resource Group	1196 7th St. E.	St. Paul	MN	55106
Emmons & Olivier Resources, Inc.	1919 University Ave. West, Suite 300	St. Paul	MN	55014
Geosyntec Consultants	270 S Marquette Ave., Ste 590	Minneapolis	MN	55401
Inter-Fluve	1539 Grand Avenue, 2nd Floor	St. Paul	MN	55105
Midwest Wetland Improvements, LLC	PO Box 448	Victoria	MN	55386
MNL	8740 77th Street Northeast	Otsego	MN	55362
Moore Engineering, Inc.	Two Carlson Parkway, Suite 110	Plymouth	MN	55447
Native Resource Preservation	260 Wentworth Ave. E., Suite 155	West St. Paul	MN	55118
RES	20276 Delaware Avenue	Jordan	MN	55352
SRF Consulting Group, Inc.	3701 Wayzata Boulevard, Suite 100	Minneapolis	MN	55416
Stantec	One Carlson Parkway North, Ste 100	Plymouth	MN	55447
Stonebrooke Engineering	12279 Nicollete Avenue	Burnsville	MN	55337
WSB	701 Xenia Avenue South, Suite 300	Minneapolis	MN	55416

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB approves the list of qualified professional engineering, environmental services, and ecological restoration and management services consultants for 2024-2025.



Vermillion River Watershed Joint Powers Organization
 4100 220th St. W., Suite 103, Farmington, MN 55024
Expense Report

The invoices submitted between February 13, 2024 and March 11, 2024 totalled \$41,894.95

The invoices submitted between March 12, 2024 and April 11, 2024 total:

<u>Invoice</u>	<u>Vendor</u>		<u>Amount</u>
	Dakota County Staff Time	\$	38,729.25
IN30661	Scott County	\$	1,492.36
23-199005	144Design	\$	95.00
023-048-6	HKGi	\$	1,090.00
3382	Dakota County Soil and Water Conservation District	\$	37,665.61
617682	Spartan	\$	42.79
37630	Moore Engineering	\$	1,463.75
PCard	PCard: Walmart Oscilloscope	\$	210.59
Total Expenses \$			80,789.35

Action Requested: Approval of all expenses as presented

8a. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for City Projects 24-02 and 24-20

Meeting Date: April 25, 2024
Item Type: Regular-Action
Contact: Jeff Dunn
Telephone: 952-891-7140
Prepared by: Jeff Dunn
Reviewed by: N/A

N/A



PURPOSE/ACTION REQUESTED

- Authorization to execute a Joint Powers Agreement with the City of Lakeville for City Projects 24-02 and 24-20

SUMMARY

Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a Joint Powers Agreement (JPA) with the City of Lakeville (City) for City Projects 24-02 and 24-20 (Projects).

In 2024, the City worked with VRWJPO staff to collaborate on two projects the City was considering constructing this year that would achieve improvements in Middle Creek and South Creek. Both Projects will reduce sediment loading in South Creek and Middle Creek which are tributaries to the Vermillion River. In addition, City Project 24-20 will reduce groundwater use. There is currently \$575,000 identified in the Capital Improvement Projects portion of the VRWJPO Budget that will be used to fund these projects.

City Project 24-02, 205th Street Hydrodynamic Separator, will drain directly into and is directly adjacent to South Creek. Stormwater runoff from the City drains through the intersection at 205th St W and Hollins Ave. and into South Creek, a tributary which is identified on EPA’s 303d Impaired Waters List for total suspended solids (TSS). The project goal is to reduce the TSS load in South Creek through use of a hydrodynamic separator before being discharged to South Creek, which will help to address the TSS impairment affecting South Creek and the Vermillion River.

City Project 24-20, Avonlea Community Park Stormwater Re-Use and Potable Water Recirculation Project will drain directly into and is located adjacent to Middle Creek, a tributary on EPA’s 303d Impaired Waters List for fish and macroinvertebrate bioassessments, resulting primarily from TSS and secondarily from other stressors. Reducing the water volume and resulting TSS load reaching Middle Creek via Avonlea Park through stormwater re-use will address the TSS stressor affecting Middle Creek and the Vermillion River. Stormwater re-use and potable water recirculation strategies are consistent with the water conservation goals outlined in the Vermillion River Watershed Management Plan and Dakota County’s 2020-2030 Groundwater Plan.

The Projects are estimated to cost \$902,395 and the VRWJPO will provide up to \$370,000 in Project funding. The City will oversee and administer the design and construction of the Projects. Construction of the Projects should start in 2024.

VRWJPO staff recommend executing a JPA with the City for City Projects 24-02 and 24-20 in an amount not to exceed \$370,000.

EXPLANATION OF FISCAL/FTE IMPACT

The VRWJPO will provide up to \$370,000 from the VRWJPO’s Capital Improvement Project portion of the VRWJPO Budget on a reimbursement basis.

Supporting Documents:

Attachment A: Draft Joint Powers Agreement between the Vermillion River Watershed Joint Powers Organization and the City of Lakeville for City Projects 24-02 and 24-20

Previous Board Action(s):

RESOLUTION

8a. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for City Projects 24-02 and 24-20

WHEREAS, In 2024, the City of Lakeville (City) approached VRWJPO staff about two projects they were interested in constructing in 2024 that would achieve improvements in Middle Creek and South Creek.

WHEREAS, City Projects 24-02 and 24-20 (Projects) will reduce sediment loading in Middle Creek and South Creek.

WHEREAS, South Creek is identified on EPA’s 303d Impaired Waters List for total suspended solids (TSS) and Middle Creek is on the Impaired Waters List for fish and macroinvertebrate bioassessments where TSS is a primary stressor, and both are tributaries to the Vermillion River.

WHEREAS, City Project 24-02 is directly adjacent to South Creek and stormwater runoff from the City drains through the intersection at 205th St W and Hollins Ave. and into South Creek; and

WHEREAS, City Project 24-02 will reduce TSS loading to South Creek and help to address the impairment; and

WHEREAS, City Project 24-20 is directly adjacent to Middle Creek and stormwater runoff from the City drains through Avonlea Park and into Middle Creek; and

WHEREAS, City Project 24-20 will reduce TSS loading to Middle Creek and help to address the impairment and will also reduce use of groundwater; and

WHEREAS, the total estimated cost for the Projects is \$902,395; and

WHEREAS, \$575,000 is identified in the Capital Improvement Projects portion of the VRWJPO Budget that will be used to fund these projects; and

WHEREAS, the VRWJPO will provide up to \$370,000 in funding for the Projects; and

WHEREAS, the City will oversee and administer the design and construction of the Projects; and

WHEREAS, the Project activities are planned to start in 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Joint Powers Agreement with the City of Lakeville in an amount not to exceed \$370,000 for City of Lakeville Projects 24-02 and 24-20; subject to approval as to form by the Dakota County Attorney’s Office.

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND THE CITY OF LAKEVILLE
FOR 2024 CAPITAL IMPROVEMENT PROJECTS FOR
CITY PROJECTS 24-02 AND 24-20**

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, the Vermillion River, South Creek, a tributary of the Vermillion River, and Middle Creek, a tributary of the Vermillion River, are identified on the EPA's 303d Impaired Waters List for total suspended solids (TSS); and

WHEREAS, City Project #24-02 depicted in **Exhibit 1**, 205th Street Hydrodynamic Separator ("Project 1"), is located directly adjacent to South Creek; and

WHEREAS, stormwater outfalls from Hollins and 205th Street in the City contribute sediment loading to downstream reaches of South Creek and the Vermillion River; and

WHEREAS, a stormwater outfall along 205th Street and Hollins Avenue in the City is considered a high sediment loading source to this section of South Creek; and

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

WHEREAS, reducing the sediment load in South Creek through a hydrodynamic separator before being discharged to South Creek will address the TSS impairment affecting South Creek and the Vermillion River; and

WHEREAS, City Project #24-20 depicted in **Exhibit 2**, Avonlea Community Park Stormwater Re-Use and Potable Water Recirculation Project in Lakeville ("Project 2") is located directly adjacent to Middle Creek; and

WHEREAS, stormwater outfalls contribute sediment loading to downstream reaches of Middle Creek and the Vermillion River; and

WHEREAS, stormwater outfalls upstream of Avonlea Park are identified are considered high sediment loading source to this section of Middle Creek; and

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

WHEREAS, reducing the sediment load in Middle Creek through stormwater re-use will address the TSS impairment affecting Middle Creek and the Vermillion River; and

WHEREAS, stormwater re-use strategies implemented for Project 2 are consistent with water conservation goals outlined in Dakota County's 2020-2030 Groundwater Plan; and

WHEREAS, potable water recirculation strategies implemented for Project 2 are consistent with water conservation goals outlined in Dakota County's 2020-2030 Groundwater Plan; and

WHEREAS, the City's total estimated engineering/design and construction costs for Project 1 and Project 2 (collectively "Projects") is \$902,395.20; and

WHEREAS, the VRWJPO has agreed to contribute up to \$370,000 towards the City's total engineering/design and construction costs for the Projects pursuant to the terms of the Agreement.

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

ARTICLE 1 PURPOSE

This Agreement defines the Projects responsibilities and Projects cost-sharing obligations of the VRWJPO and City.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and City (collectively "the Parties").

ARTICLE 3 TERM

This Agreement is effective upon the date of the last signature of the Parties to this Agreement and shall remain in effect until December 31, 2025, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4 COOPERATION

The Parties 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 PROJECT PLANS AND SPECIFICATIONS

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

ARTICLE 6 PAYMENT

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

6.2 The City's maximum eligible reimbursement towards the engineering/design and construction costs for the Projects is up to \$370,000 when accounting for the VRWJPO contribution towards the total cost of the Projects.

6.3 No payments shall be made by the VRWJPO to the City for a Project prior to approval of the Project Plans for the associated Project by the Parties and execution of this Agreement.

6.4 The VRWJPO shall pay the City for engineering and construction costs on a reimbursement basis. The VRWJPO will make progress payments to the City if requested provided all request for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project. Ten percent (10%) of the Agreement maximum identified in paragraph 6.2 shall be withheld until the VRWJPO has verified that the Projects have been installed according to this Agreement and the Project Plans.

6.5 The VRWJPO may refuse to pay a request for payment for costs not specifically authorized by this Agreement. Payment of a request for payment shall not preclude the VRWJPO from questioning the propriety of the request for payment or the validity of the any cost(s) sought by the request for payment. The VRWJPO reserves the right to be repaid for any overpayment or disallowed request for payment/cost in whole or in part.

ARTICLE 7 CITY OBLIGATIONS

7.1 AUTHORIZED PURPOSE. The funds provided under the terms of this Agreement may only be used by the City for the payment of engineering/design and construction costs directly related to the Projects.

7.2 CONSTRUCTION REQUIREMENTS. The Projects shall be constructed according to the Project Plans for each Project. The Parties shall approve any modifications to the Project Plans.

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

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

7.5 OPERATION AND MAINTENANCE. The City shall be responsible for on-going maintenance of the Projects upon completion unless a failure occurs from an Act of God or Force Majeure occurs such that it is cost prohibitive to repair or maintain. The City may request shared financial responsibility with the VRWJPO for on-going maintenance costs of the Projects during a 10 year period commencing upon the City's final acceptance of the Projects, which the VRWJPO may contribute within its sole discretion.

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

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

**ARTICLE 8
INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO and the City. Each party warrants that 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 9
AUTHORIZED REPRESENTATIVES AND LIAISONS**

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

TO THE VRWJPO: Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th St. W #103
Farmington, MN 55024
Telephone: (651) 438-4427
mike.slavik@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, 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.

9.2 LIAISONS. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the City. The Parties 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) 891-7140
Email: jeff.dunn@co.dakota.mn.us

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

**ARTICLE 10
MODIFICATIONS**

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

**ARTICLE 11
TERMINATION**

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

11.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either of the Parties may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The VRWJPO is not obligated to pay for any reimbursable cost incurred by the City on either Project that are incurred by the City after written notice of termination for lack of funding by either of Parties. Neither the VRWJPO or City shall be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**ARTICLE 12
MINNESOTA LAW TO GOVERN**

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

**ARTICLE 13
MERGER**

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

**ARTICLE 14
SEVERABILITY**

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

**ARTICLE 15
GOVERNMENT DATA PRACTICES**

The City and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or

disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City, County, or the VRWJPO.

**ARTICLE 16
SURVIVABILITY**

The provisions of articles 7.3 (Construction and Design Failures), 7.5 (Operation and Maintenance), 8 (Indemnification) and 15 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 17
DEFAULT: FORCE MAJEURE**

No party shall be liable to the other 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, 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**

CITY OF LAKEVILLE

By: _____
Mike Slavik or successor, Chair

By: _____
Luke M. Hellier or successor, Mayor

Date of Signature: _____

Date of Signature: _____

By: _____
Ann Orlofsky, City Clerk

Date of Signature: _____

Approved as to form:

/s/ Brian J. Wisdorf 4/4/24
Assistant Dakota County Attorney/Date
KS-24-175
VRW Res. No.

Exhibit 1: 205th St. Hydrodynamic Separator

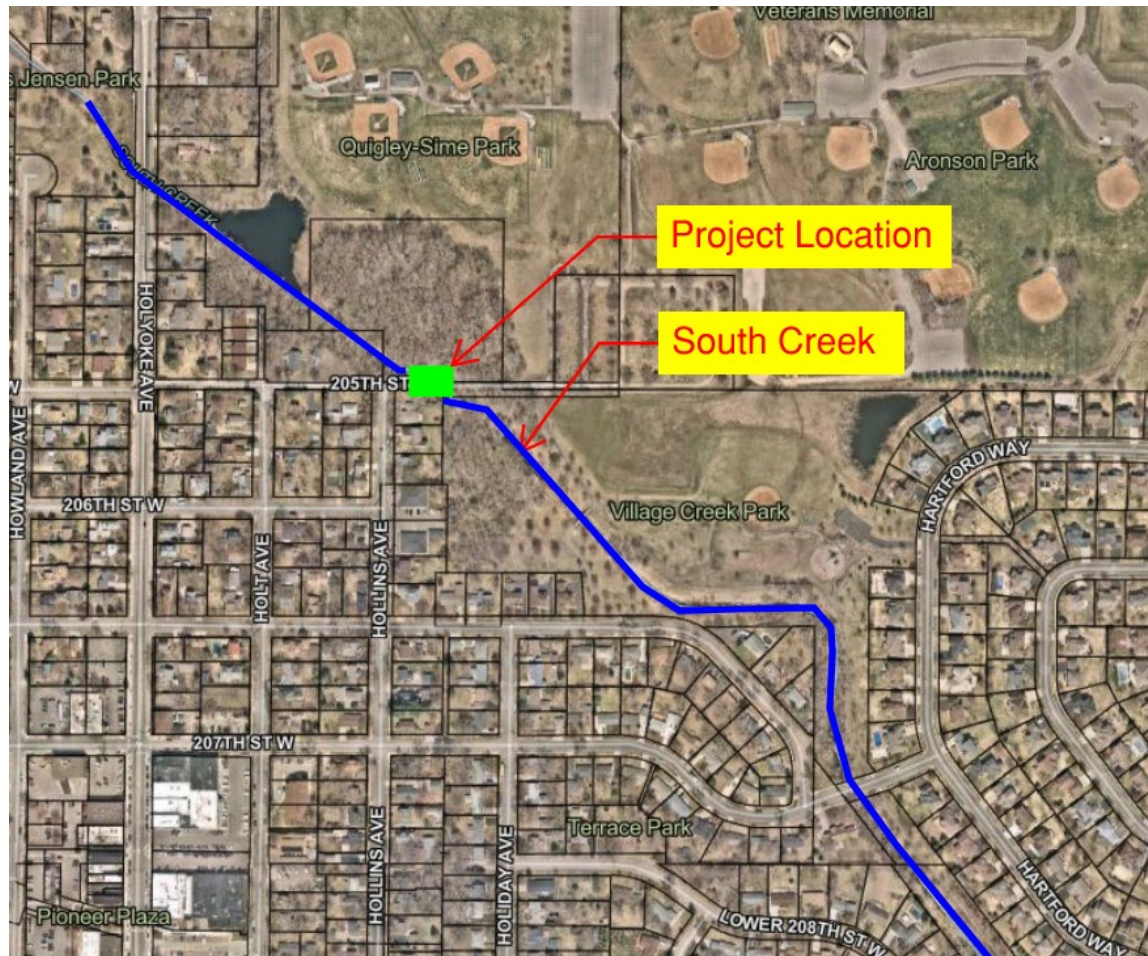
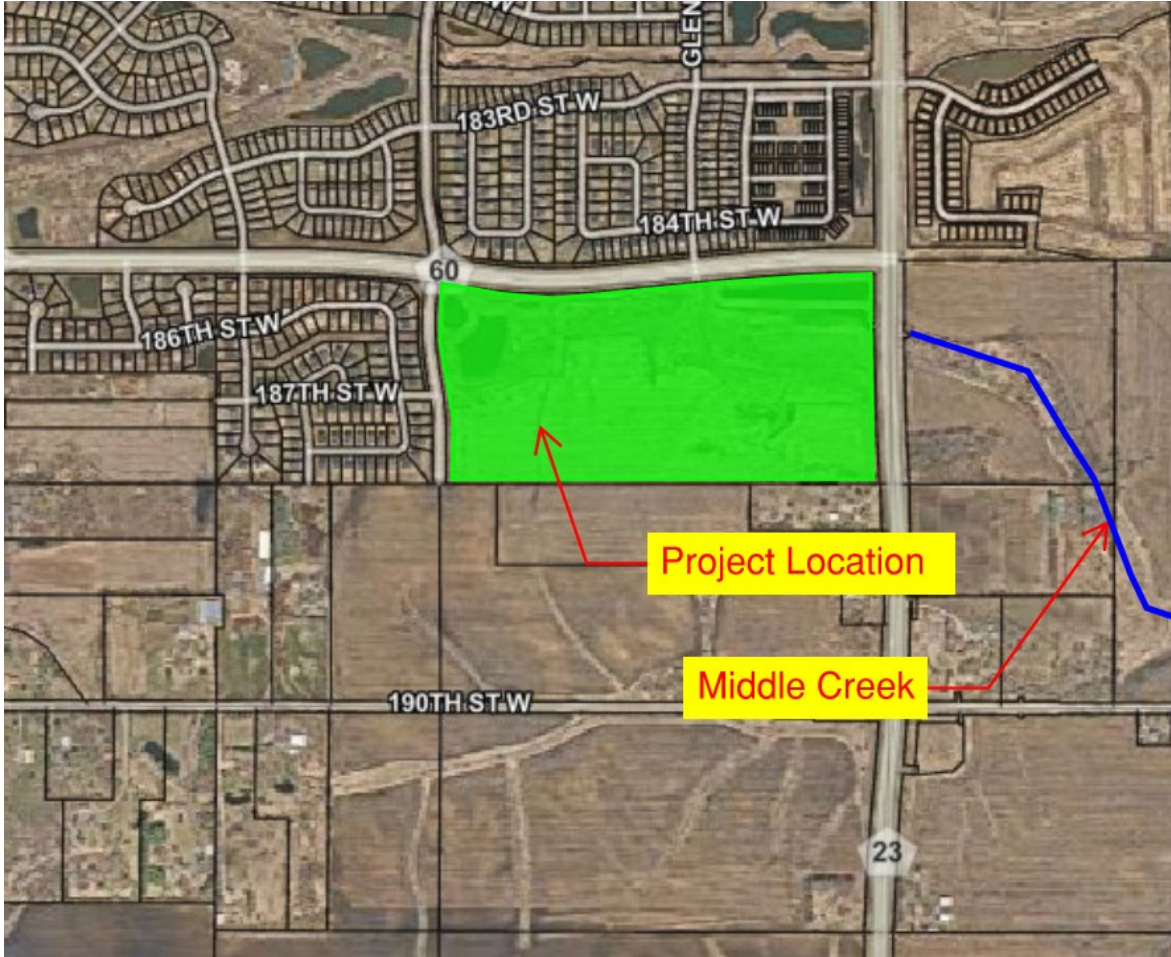


Exhibit 2: Avonlea Community Park Stormwater Reuse and Potable Water Recirculation



**8b. Approval of Proposed Amendments to the Vermillion River Watershed
Joint Powers Organization 2024 Budget**

Meeting Date: 4/25/2024
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel



PURPOSE/ACTION REQUESTED

- Approval of proposed amendments to the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2024 Budget

SUMMARY

At its meeting on December 7, 2023, the Vermillion River Watershed Joint Powers Board (VRWJPB) adopted the Final 2024 VRWJPO Budget (Resolution No. VRW 23-34). The budget included expenses totaling \$2,308,360, total revenue of \$2,714,550, and an expected cash reserve of \$406,190.

A budget amendment is being proposed to: 1) adjust the fund balance for under-spending and transfers in 2023 (see Attachment B); 2) reflect changes to several budget line items and the addition of several line items, including line items reflecting revenues and expenses for grant funded projects. The amendment would bring the total expenses in 2024 to \$2,749,160 and total revenue to \$3,757,173 with a cash reserve of \$1,008,013 (see Attachment A).

VRWJPO staff recommend approval of the proposed amendments to the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2024 Budget.

EXPLANATION OF FISCAL/FTE IMPACT

The amended budget increases planned expenditures by \$440,800. The total revised budgeted expenditures are \$2,749,160 with revenues of \$3,757,173, leaving a budgeted fund balance/cash reserve of \$1,008,013.

Supporting Documents:

Attachment A: VRWJPO Draft Revised 2024 Budget 4-11-24

Attachment B: December 2023 Revised Treasurer's Report

Previous Board Action(s):

VRW 23-34; 12/7/2023

RESOLUTION

**8b. Approval of Proposed Amendments to the Vermillion River Watershed
Joint Powers Organization (VRWJPO) 2024 Budget**

WHEREAS, the Vermillion River Watershed Joint Powers Board adopted the Final 2024 VRWJPO Budget on December 7, 2023; and

WHEREAS, the budget included expenses totaling \$2,308,360, total revenue of \$2,714,550, and an expected cash reserve of \$406,190; and

WHEREAS, a budget amendment is being proposed to: 1) adjust the fund balance for under-spending and transfers in 2023; 2) reflect changes to several budget line items and the addition of several line items, including line items reflecting grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board approves the amendments to the VRWJPO 2024 Budget to bring the budgeted total expenses to \$2,749,160 with revenues of \$3,757,173, and a cash reserve of \$1,008,013.

2024 VRWJPO Budget (Revised 4-11-24)

<u>Category</u>	<u>Budget Items</u>	<u>2024 Revised Budget Amount</u>	<u>Budget % of Total</u>	<u>2024 Final Budget Amount</u>	<u>Budget % of Total</u>
EXPENSES					
Administration and Operations 601-5010001-00000000	1 Dakota County VRW Staff	\$170,500	4.5%	\$170,500	4.5%
	2 Scott County VRW Staff	\$15,000	0.4%	\$15,000	0.4%
	3 Other Dakota County Staff Time	\$12,000	0.3%	\$12,000	0.3%
	4 Legal Support	\$25,000	0.7%	\$25,000	0.7%
	5 Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$6,000	0.2%	\$6,000	0.2%
	6 Training, Conferences, and Certifications	\$2,000	0.1%	\$2,000	0.1%
Subtotal Administrative		\$230,500	6.1%	\$230,500	6.1%
Research and Planning 601-5010001-50100130	1 Dakota SWCD Incentive Program Policy Assistance	\$1,000	0.0%	\$1,000	0.0%
	2 Scott County Staff	\$7,000	0.2%	\$7,000	0.2%
	3 VRW Staff	\$30,000	0.8%	\$30,000	0.8%
	4 Dakota County Staff	\$20,000	0.5%	\$20,000	0.5%
	5 Consulting	\$20,000	0.5%	\$20,000	0.5%
Subtotal Research and Planning		\$78,000	2.1%	\$78,000	2.1%
Monitoring and Assessment 601-5010001-50100230	1 Vermillion River Monitoring Network in Dakota Co.				
	1a Staff Time for Sample Collection, Equipment Installation, Maintenance	\$30,000	0.8%	\$30,000	0.8%
	1b Data analysis, database management, data reporting, FLUX modeling	\$15,000	0.4%	\$15,000	0.4%
	1c Water Quality Sample Analysis and QA/QC samples	\$19,000	0.5%	\$19,000	0.5%
	1d Equipment and Supplies	\$8,000	0.2%	\$8,000	0.2%
	1e Biological and Habitat Assessments	\$7,000	0.2%	\$7,000	0.2%
	2 Vermillion River Monitoring Network in Scott Co	\$10,150	0.3%	\$10,150	0.3%
	3 USGS Cost Share for Blaine Ave. Station	\$8,900	0.2%	\$8,900	0.2%
4 DNR Flow Gaging Assistance	\$9,700	0.3%	\$9,700	0.3%	

2024 VRWJPO Budget (Revised 4-11-24)

<u>Category</u>	<u>Budget Items</u>	<u>2024 Revised Budget Amount</u>	<u>Budget % of Total</u>	<u>2024 Final Budget Amount</u>	<u>Budget % of Total</u>
	5b Electrofishing	\$25,000	0.7%	\$25,000	0.7%
	6 Monitoring Programs Review and Evaluation	\$15,000	0.4%	\$15,000	0.4%
	7 General GIS support (Dakota SWCD)	\$5,000	0.1%	\$5,000	0.1%
	8 Nitrate Treatment Practice Sampling	\$1,000	0.0%	\$1,000	0.0%
	9 Iron Enhanced Sand Filter Performance Sampling	\$2,000	0.1%	\$2,000	0.1%
Subtotal Monitoring and Data Analysis		\$155,750	4.1%	\$155,750	4.1%
Public Communications and Outreach 601-5010001-50100330	1 Communication and Outreach Staff	\$100,000	2.7%	\$100,000	2.7%
	2 Vermillion River Watch Program (Dakota SWSCD)	\$5,000	0.1%	\$5,000	0.1%
	4 Scott County Outreach Efforts	\$2,080	0.1%	\$2,080	0.1%
	5 Vermillion River Watershed Projects Signage and Map Updates	\$10,000	0.3%	\$10,000	0.3%
	6 Newsletter, Mailings, Website, General Communication Materials	\$10,000	0.3%	\$10,000	0.3%
	7 Landscaping for Clean Water Workshop Program (Dakota SWCD)	\$30,400	0.8%	\$30,400	0.8%
	8 Low Input Turf Workshops (Dakota SWCD)	\$7,600	0.2%	\$7,600	0.2%
	9 K-12 Classroom Presentations (Dakota SWCD)	\$3,000	0.1%	\$3,000	0.1%
	10 Watershed Tours	\$0	0.0%	\$0	0.0%
	11 Local Standards/ Ordinance and Turf/ Salt Workshops	\$3,500	0.1%	\$3,500	0.1%
	12 Water Conservation/LCW Digital Marketing (grant match)	\$10,000	0.3%	\$7,500	0.2%
Subtotal Public Outreach and Communication		\$171,580	4.6%	\$179,080	4.8%
2024 CWF Competetive Grant (MDH) Water Conservation and LCW Marketing 601-5010001-50100XXX	1 Water Conservation and LCW Marketing	\$62,500	1.7%		
Subtotal CWF Water Conservation and LCW Marketing		\$62,500	1.7%		
Regulation	1 Scott SWCD Assistance with Plan Review	\$930	0.0%	\$930	0.0%

2024 VRWJPO Budget (Revised 4-11-24)

<u>Category</u>	<u>Budget Items</u>	<u>2024 Revised Budget Amount</u>	<u>Budget % of Total</u>	<u>2024 Final Budget Amount</u>	<u>Budget % of Total</u>
601-5010001-50100530	2 Engineering Assistance and Review	\$35,000	0.9%	\$35,000	0.9%
	3 VRW Staff Local Program Assistance	\$20,000	0.5%	\$20,000	0.5%
Subtotal Regulation		\$55,930	1.5%	\$55,930	1.5%
Coordination and Collaboration 601-5010001-50100531	1 Coordination VRW Staff	\$40,000	1.1%	\$40,000	1.1%
	2 Wetland Health Evaluation Program Cost Share	\$0	0.0%	\$0	0.0%
	3 Children's Water Festival Support	\$600	0.0%	\$600	0.0%
	4 Watershed Partners	\$5,000	0.1%	\$5,000	0.1%
	5 Master Water Stewards	\$5,000	0.1%	\$5,000	0.1%
Subtotal Coordination and Collaboration		\$50,600	1.3%	\$50,600	1.3%
Land and Water Treatment					
Capital Improvement Projects 601-5020001-50200130	1 Cost Share Programs in Dakota County (SWCD)	\$80,000	2.1%	\$80,000	2.1%
	2 Cost Share Programs in Scott County (SWCD)	\$25,000	0.7%	\$25,000	0.7%
	3 Cost-share	\$154,500	4.1%	\$575,000	15.3%
	4 WBIF match	\$30,000	0.8%	\$30,000	0.8%
Subtotal Capital Improvement Projects		\$289,500	7.7%	\$710,000	18.9%
Maintenance 601-5020001-50200130	1 Past projects maintenance/ repair	\$70,000	1.9%	\$70,000	1.9%
	2 CIP construction oversight, maintenance/ repair staff costs	\$35,000	0.9%	\$35,000	0.9%
Subtotal Maintenance		\$105,000	2.8%	\$105,000	2.8%
Irrigation Audit and Cost Share Program 601-5010001-50100431	1 Irrigation Audits	\$0	0.0%	\$0	0.0%
	2 Irrigation Cost-Share	\$5,000	0.1%	\$5,000	0.1%
Subtotal Irrigation Audit and Cost Share		\$5,000	0.1%	\$5,000	0.1%

2024 VRWJPO Budget (Revised 4-11-24)

<u>Category</u>	<u>Budget Items</u>	<u>2024 Revised Budget Amount</u>	<u>Budget % of Total</u>	<u>2024 Final Budget Amount</u>	<u>Budget % of Total</u>
Feasibility/Preliminary Studies	1 Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$40,000	1.1%	\$40,000	1.1%
	2 Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$300,000	8.0%	\$300,000	8.0%
601-5010001-50100631					
Subtotal Feasibility/Preliminary Studies		\$340,000	9.0%	\$340,000	9.0%
Lakeville Capital Projects 24-02 and 24-20 Cost Share	1 Lakeville Capital Projects Cost Share	\$370,000	9.8%		
601-5010001-XXXXXXXX					
Subtotal Lakeville 205th & Hollins HDS		\$370,000	9.8%		
Rosemount Campus Infiltration Basins	1 Rosemount Campus Infiltration Basins Cost Share	\$25,000	0.7%		
601-5010001-XXXXXXXX					
Subtotal Rosemount Campus Infiltration Basins		\$25,000	0.7%		
2022 CWF Competitive Grant (BWSR) Foxborough TSS	1 Foxborough Park TSS Project	\$25,000	0.7%	\$25,000	0.7%
601-5010001-50100859	2 VRWJPO cash match	\$1,500	0.0%	\$1,500	0.0%
Subtotal CWF Competitive Grant Foxborough Park TSS Project		\$26,500	0.7%	\$26,500	0.7%
2022 CWF Competitive Grant (BWSR) Ravenna Trail	1 Ravenna Trail Ravine Stabilization	\$25,000	0.7%	\$25,000	0.7%
601-5010001-50100860	2 VRWJPO cash match	\$2,500	0.1%	\$2,500	0.1%
Subtotal CWF Competitive Grant Ravenna Trail Ravine Stabilization		\$27,500	0.7%	\$27,500	0.7%
2022-2025 WBIF Grant (BWSR) Middle Creek Stream Restoration	1 Middle Creek at Dodd Rd Stream Restoration	\$20,000	0.5%	\$20,000	0.5%

2024 VRWJPO Budget (Revised 4-11-24)

<u>Category</u>	<u>Budget Items</u>	<u>2024 Revised Budget Amount</u>	<u>Budget % of Total</u>	<u>2024 Final Budget Amount</u>	<u>Budget % of Total</u>
601-5010001-50100861	2 VRWJPO in-kind	\$1,000	0.0%	\$1,000	0.0%
Subtotal WBIF Grant Middle Creek at Dodd		\$21,000	0.6%	\$21,000	0.6%
2022-2025 CPL Grant (DNR) East Lake Habitat					
	1 East Lake Habitat Improvement	\$0	0.0%	\$3,200	0.1%
601-5010001-50100858	2 VRWJPO in-kind match	\$0	0.0%	\$3,000	0.1%
Subtotal CWF East Lake Rough Fish Barrier		\$0	0.0%	\$6,200	0.2%
2023 CWF Competitive Grant (BWSR) East Lake Fish Barrier					
	1 East Lake Fish Barrier and Rough Fish Removal	\$90,000	2.4%	\$90,000	2.4%
601-5010001-50100863	2 VRWJPO cash match	\$37,500	1.0%	\$37,500	1.0%
Subtotal CWF East Lake Rough Fish Barrier		\$127,500	3.4%	\$127,500	3.4%
2024 CWF Competitive Grant (BWSR) Alimagnet Alum Treatment					
	1 Alimagnet Lake Alum Treatment	\$175,000	4.7%		
601-5010001-50100862	2 VRWJPO cash match	\$22,500	0.6%		
	3 VRWJPO in-kind	\$3,000	0.1%		
Subtotal WBIF Alimagnet Alum Treatment		\$200,500	5.3%		
Weland Bank	1 Wetland Bank Restoration Funds Reserve	\$406,800	10.8%	\$189,800	5.1%
601-5010001-50100930					
Subtotal Wetland Bank Restoration Funds		\$406,800	10.8%	\$189,800	5.1%
Subtotal of Expenditures		\$2,749,160	73.2%	\$2,308,360	61.4%
Cash Reserve		\$1,008,013	26.8%	\$406,190	10.8%
TOTAL Annual Expenses		\$3,757,173	100.0%	\$2,714,550	72.2%

2024 VRWJPO Budget (Revised 4-11-24)

<u>Category</u>	<u>Budget Items</u>	<u>2024 Revised Budget Amount</u>	<u>Budget % of Total</u>	<u>2024 Final Budget Amount</u>	<u>Budget % of Total</u>
REVENUE					
	Wetland Bank	\$406,800	10.8%	\$189,800	5.1%
	CIP Reserve	\$664,623	17.7%	\$350,000	9.3%
	CIP Reserve Grant Match	\$21,500	0.6%	\$21,500	0.6%
	Fund Balance from Underspending in Previous Year	\$672,000	17.9%	\$365,000	9.7%
	CWF Grant (BWSR) Competitive 2022	\$420,750	11.2%	\$420,750	11.2%
	CWF Grant (BWSR) Competitive 2023	\$150,000	4.0%	\$150,000	4.0%
	CWF Grant WBIF (BWSR) 2022-2025	\$198,000	5.3%	\$198,000	5.3%
	CPL Grant (DNR) 2022-2025	\$0	0.0%	\$4,500	0.1%
	CWF Grant (BWSR) Competitive 2024	\$143,500	3.8%		
	CWF Grant (MDH) Competitive 2024	\$50,000	1.3%		
	Partner Match for MDH CWF Grant	\$15,000	0.4%		
	Fees for Permitting Activities	\$1,000	0.0%	\$1,000	0.0%
	Dakota County Levy	\$965,600	25.7%	\$965,600	25.7%
	Scott County Levy	\$34,400	0.9%	\$34,400	0.9%
	Investment Earnings	\$14,000	0.4%	\$14,000	0.4%
	TOTAL Annual Revenue	\$3,757,173	100.0%	\$2,714,550	72.2%



REVISED
3:00 pm, Mar 12, 2024

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

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
A. Administration & Operations (601-5010001-0000000)	\$ 240,500.00	\$ 136,690.08	\$ 6,835.74	\$ 96,974.18
B. Research & Planning (601-5010001-50100130)	\$ 41,600.00	\$ 40,195.08	\$ 7,798.97	\$ (6,394.05)
C. Monitoring & Assessment (601-5010001-50100230)	\$ 156,900.00	\$ 97,404.47	\$ 31,861.98	\$ 27,633.55
D. Public Communications & Outreach (601-5010001-50100330)	\$ 167,900.00	\$ 158,504.90	\$ 8,141.85	\$ 1,253.25
E. Irrigation and Irrigation Audit (601-5010001-50100431)	\$ 20,000.00	\$ 9,397.00	\$ -	\$ 10,603.00
F. Regulation (601-5010001-50100530)	\$ 55,900.00	\$ 14,874.65	\$ 3,341.11	\$ 37,684.24
G. Coordination & Collaboration (601-5010001-50100531)	\$ 50,600.00	\$ 14,692.73	\$ 5,661.97	\$ 30,245.30
H. Feasibility/Preliminary Studies (601-5010001-50100631)	\$ 220,000.00	\$ 99,882.24	\$ 10,407.76	\$ 109,710.00
I. Capital Improvement Projects (601-5020001-50200130)	\$ 480,920.00	\$ 117,136.83	\$ 49,160.11	\$ 314,623.06
J. CWF BWSR- Watershed Grant (601-5010001-50100848)	\$ 12,000.00	\$ 8,783.67	\$ 934.67	\$ 2,281.66
K. WBIF Grant (BWSR) 2020-2023 North Creek (601-5010001-50100853)	\$ 387,500.00	\$ 314,441.77	\$ 1,614.58	\$ 71,443.65
L. WBIF Grant (BWSR) 2020-2023 Farmington Direct (601-5010001-50100854)	\$ 30,030.00	\$ 28,740.00	\$ -	\$ 1,290.00
M. WBIF Grant (BWSR) 2020-2023 Hastings Direct (601-5010001-50100855)	\$ 30,030.00	\$ 29,380.18	\$ -	\$ 649.82
N. WBIF Grant (BWSR) 2020-2023 Ravenna Basins (601-5010001-50100856)	\$ -	\$ 3,511.13	\$ -	\$ (3,511.13)
O. Lakeville East Lake Restoration (601-5010001-50100858)	\$ 93,000.00	\$ 40,856.16	\$ 51,878.69	\$ 265.15
P. CWF Comp Grant (BWSR) Foxborough TSS (601-5010001-50100859)	\$ 376,500.00	\$ 1,993.57	\$ 355,600.50	\$ 18,905.93
Q. CWF Comp Grant (BWSR) Ravenna Trail (601-5010001-50100860)	\$ 545,000.00	\$ 698.65	\$ 55,146.40	\$ 489,154.95
R. 2022-2023 WBIF Grant (BWSR) Middle Creek (601-5010001-50100861)	\$ 363,000.00	\$ 383.46	\$ 208,934.82	\$ 153,681.72
S. 2022-2025 WBIF Grant (BWSR) Alimagnet Alum (601-5010001-50100862)	\$ 45,000.00	\$ 32,044.78	\$ -	\$ 12,955.22
T. 2023 CWF Competitive Grant (BWSR) East Lake (601-5010001-50100863)	\$ 337,500.00	\$ 9,836.45	\$ 154,982.22	\$ 172,681.33
U. Wetland Bank (601-5010001-50100930)	\$ 189,800.00	\$ -	\$ -	\$ 189,800.00
VRW JPO Revised Budget Expense TOTAL	\$ 3,843,680.00	\$ 1,159,447.80	\$ 952,301.37	\$ 1,731,930.83

Budget Funding Sources

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

8c. Authorization to Execute a Grant Agreement with the Minnesota Department of Health for Water Conservation and Landscaping for Clean Water Marketing

Meeting Date: April 25, 2024
 Item Type: Regular-Action
 Contact: Kelly Perrine
 Telephone: 952-891-7002
 Prepared by: Kelly Perrine



PURPOSE/ACTION REQUESTED

- Authorize execution of a grant agreement with the Minnesota Department of Health (MDH) for water conservation and Landscaping for Clean Water marketing

SUMMARY

Dakota County sources over 90 percent of drinking water from groundwater aquifers. In 2021, at the onset of three years of drought (2021-2023), Dakota County used nearly 10 billion more gallons of water compared to 2019. During this time, some Dakota County municipalities exceeded their respective Department of Natural Resources water appropriation permits. Municipality utility billing analytics found that the gallons of water pumped during landscape irrigation months (May-September) measured as much as four times that of gallons pumped during non-irrigation months.

Programs and practices exist throughout Dakota County to help transition to a more drought tolerant landscape, and to educate landowners on water efficient irrigation practices, but general awareness about these initiatives is lacking. Local government units often struggle to engage communities through organic (free or earned) social media outreach, as digital algorithms through social media place priority on paid advertisements.

In 2021, Central Utah Water Conservancy District (CUWD) used a media production firm to create advertisement videos for their LocalScapes program (similar to Dakota County Soil and Water Conservation District's Landscaping for Clean Water) in hopes of increasing program participation to reduce turf and increase water conservation. In addition, the production firm created videos to engage the community in water efficient irrigation practices. CUWD staff then used digital marketing techniques to ensure their videos were seen; not only did their videos receive over 200,000 views each, the campaign increased participation within their LocalScapes program by 769% in one year.

The Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for and was awarded a MDH Groundwater Protection Accelerated Implementation Grant to develop professional grade advertisements to promote 1) Landscaping for Clean Water programs offered across Dakota County through the Dakota County Soil and Water Conservation District (SWCD); and 2) Education on ways to reduce outdoor water use by increasing irrigation efficiency. Following development of the advertisements, an integrated communications and marketing agency will launch geotargeted paid advertisements throughout Dakota County, ensuring advertisements reach a diverse group of audiences. The project will be completed as a collaborative between the VRWJPO, the Black Dog Watershed Management Organization, the Egan-Inver Grove Heights Watershed Management Organization, the Lower Mississippi River Watershed Management Organization, the Dakota County Environmental Resources Department, and the Dakota County SWCD.

Staff is requesting the Vermillion River Watershed Joint Powers Board (VRWJPB) authorize the execution of a contract with MDH for water conservation and Landscaping for Clean Water marketing for an amount not to exceed \$50,000.

EXPLANATION OF FISCAL/FTE IMPACT

The development and rollout of the marketing will result in a financial impact of \$95,080 total over 2024 and 2025 with an estimated impact in 2024 of \$72,500. The Grant will reimburse \$50,000 to the VRWJPO. The remainder of the project costs will be sourced from Dakota County, VRWJPO, Dakota County SWCD, Black Dog Watershed Management Organization (WMO), Eagan-Inver Grove Heights WMO and Lower Mississippi River WMO budgets. The direct impact to the VRWJPO is \$10,000 and is identified in the Public Communication and Outreach portion of the VRWJPO Budget.

Supporting Documents:

Attachment A: Draft Grant Agreement with the Minnesota Department of Health for Water Conservation and Landscaping for Clean Water Marketing

Previous Board Action(s):

RESOLUTION

8c. Authorization to Execute a Grant Agreement with the Minnesota Department of Health for Water Conservation and Landscaping for Clean Water Marketing

WHEREAS, Dakota County sources over 90 percent of drinking water from groundwater aquifers; and

WHEREAS, due to increased water usage during three years of drought (2021-2023) some Dakota County municipalities exceeded Department of Natural Resources water appropriation permits; and

WHEREAS, when groundwater extraction quantities exceed groundwater recharge quantities, groundwater aquifers may be impacted; and

WHEREAS, maintaining a sustainable water supply is identified as a goal in the adopted Vermillion River Watershed Management Plan; and

WHEREAS, promoting water conservation by partnering on a county-wide water supply/conservation initiative is as strategy within the Dakota County Groundwater Plan; and

WHEREAS, improving public awareness of water resource goals is identified in the Dakota County SWCD Comprehensive Plan; and

WHEREAS, programs and practices exist to help Dakota County transition to a more drought-tolerant landscape and to educate landowners on efficient irrigation practices; and

WHEREAS, digital algorithms exist which are placing priority on paid advertisement over traditional local government unit organic outreach; and

WHEREAS, the VRWJPO applied for and received a grant to develop and distribute professional grade videos about Landscaping for Clean Water programs and education on ways to reduce outdoor water use by increasing irrigation efficiency in partnership with Dakota County, Dakota County Soil and Water Conservation District, Black Dog Watershed Management Organization (WMO), Eagan-Inver Grove Heights WMO and Lower Mississippi River WMO.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes its Chair to execute a Grant Agreement with the Minnesota Department of Health for Water Conservation and Landscaping for Clean Water Marketing for a total not to exceed \$50,000, subject to approval by the Dakota County Attorney's Office as to form.

Minnesota Department of Health Grant Agreement Cover Sheet

You have received a grant agreement from the Minnesota Department of Health (MDH). Information about the grant agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Grant Agreement

CONTACT FOR MDH: Carrie Raber, 651-201-4695, carrie.raber@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Program & Funding Information
Name of MDH Grantee (as it appears in SWIFT): Vermillion River Watershed Joint Powers Organization	SWIFT Contract Number: Enter Agreement Number* This info will not be available until funds are encumbered in SWIFT ; FM enter this number before they return the grant agreement.	MDH Program Name: Drinking Water Protection Section
Grantee SWIFT Vendor Number: TBD SWIFT Vendor Location Code: TBD	Effective Date: 5/1/2024, OR the date all signatures are collected and the agreement is fully executed, whichever is later. Expiration Date: 4/30/2026	Total State Grant Funds: 50,000.00 Total Federal Grant Funds: \$0.00 Total Grant Funds (all funds): 50,000.00

Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and Vermillion River Watershed Joint Powers Organization (“Grantee”). Grantee’s address is *4100 220th St. W, #103, Farmington, MN 55024*.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) and MN Session Laws, Article 2 Clean Water Fund, Section 8(b) Groundwater Restorations and Protections Strategies.
2. MDH is in need of development of and delivery of groundwater restoration and protection strategies for use on a watershed scale for use in local water planning efforts and local government partners to provide resources to for drinking water protection activities.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this grant agreement. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

Grant Agreement

1. Term of Agreement

1.1. *Effective Date*

May 1, 2024, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

1.2. *Expiration Date*

April 30, 2026, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

1.3. *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant agreement: Liability; Financial Examinations; Government Data Practices and Data Disclosure; Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

2. Activities

2.1. *MDH's Activities*

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

2.2. *Grantee's Activities*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

3. Time

Grantee is required to perform all of the activities stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this grant agreement.

4.1. *Grant Award*

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this grant agreement

4.2. *Travel Expenses*

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

4.3. *Budget Modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.4. *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed \$50,000.00.

4.5. Terms of Payment

4.5.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.6. Contracting and Bidding Requirements

4.6.1. Municipalities

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

4.6.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
 - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnuccp.metcc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).

- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).
- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant agreement is Carrie Raber, Groundwater Restoration and Protection Strategies Coordinator, Office; 651-201-4695, Mobile; 651-592-6560, carrie.raber@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Kelly Perrine, Senior Watershed Specialist, 4100 220th St. W, 103, Farmington, MN 55024, kelly.perrine@co.dakota.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee

selects a new Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. *Assignment*

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement.

7.2. *Amendments*

If there are any amendments to this grant agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

7.3. *Waiver*

If MDH fails to enforce any provision of this grant agreement, that failure does not waive the provision or MDH's right to enforce it.

7.4. *Grant Agreement Complete*

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

Each party to this grant 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. Grantee shall indemnify and hold harmless MDH, its officers, agents, and employees from all claims or causes of action *which are attributable to Grantee's, or Grantee's agent(s), employee(s), or contractor(s) actual or alleged: (i) intentional, willful, or negligent acts or omissions, or (ii) actions or omissions that give rise to strict liability, or (iii) negligent or intentional misrepresentation or breach of contract,* including attorneys' fees incurred by MDH, arising from the performance of this grant agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

9. Financial Examinations

The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of this grant agreement are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, and the Minnesota State Auditor, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1. *Government Data Practices*

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

10.2. Data Disclosure

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment and Supplies

11.1. Equipment. "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

11.2. Supplies. "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

12. Ownership of Materials and Intellectual Property Rights

12.1. Ownership of Materials

"Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by

MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

12.2. *Intellectual Property Rights*

Grantee represents and warrants that Materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

14. Publicity and Endorsement

14.1. *Publicity*

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. If federal funding is being used for this grant agreement, the federal program must also be recognized.

14.2. *Endorsement*

Grantee must not claim that MDH endorses its products, services, or activities.

15. Termination

15.1. *Termination by MDH or Grantee*

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice (e.g., by mail, email, or both) to the other party.

15.2. Termination for Cause

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH sends written notice (e.g., mail, email, or both) of termination to Grantee.

15.3. Termination for Insufficient Funding

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

15.4. Termination by Commissioner of Administration

The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner's sole discretion, further performance does not serve MDH's purposes or is not in the best interests of the State of Minnesota.

16. Governing Law, Jurisdiction, and Venue

This grant agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Clerical Error

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

18. Lobbying

18.1. Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

18.2. In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must

include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.

- 18.3.** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 18.4.** By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant agreement.

19. Other Provisions

19.1. *Voter Registration Services Requirement*

If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township or non-profit organization, then Grantee is required to comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

19.2. *Debarment, Suspension and Responsibility Certification*

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from any party that has been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone 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. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant agreement, Grantee certifies that it and its principals:

- 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;
- b) Have not within a three-year period preceding this grant agreement: a) 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; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction; b)

- violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement 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 grant agreement are in violation of any of the certifications set forth above.

20. Incentives

When included in the approved Work Plan and or Budget, the following language applies.

20.1. *Handling of Incentives.*

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the following:

20.2. *Separation of duties*

- a) More than one Grantee staff person must be involved in the management and handling of the incentives.
- b) The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives.
- c) The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records.
- d) Handoff of incentive from one person to another must be documented.

20.3. *Distribution of Incentives* (incentives may only be used for approved purposes by MDH)

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

20.4. *Incentive tracking documentation.*

The tracking documentation the Grantee must maintain must not contain any private data. The tracking system must record the following:

- a) Number of incentives on hand, including starting balance and any additional incentives

purchased.

b) description of the incentives

c) quantity of incentive(s) distributed to each participant.

d) the last four digits of any pre-paid card number

e) value/amount

f) a unique non-identifiable data point for each participant (e.g. case number, file number),

g) date participant received incentive(s), and

h) signature of Grantee staff member providing incentive(s) to participant(s)

20.5. Reconciliation.

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to the State's Authorized Representative no less than two weeks after each reconciliation.

20.6. Subcontracting/Subgranting.

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

20.7. Lost or stolen incentives.

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

20.8. Invoicing.

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

20.9. Failure to Comply.

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee’s Activities/ Scope of Work

The project aims to conserve groundwater through increased citizen interactions via relatable video advertisements and digital marketing. The VRWJPO proposes to hire an Emmy-award winning local video production firm and an integrated communications and marketing agency with extensive experience working with federal, state and local governments. The Campaign will: allow for consistent groundwater conservation messaging across a multijurisdictional landscape, actively engage regional landowners in water conservation, raise awareness of ongoing initiatives and boost participation in water-conscious native landscaping programs. The Campaign will consist of the following tasks:

Task 1: Materials & Video Production

The video production firm will develop professional grade advertisements to promote (1) [Landscaping for Clean Water](#) programs offered across Dakota County through the SWCD; and (2) Education on ways to reduce outdoor water use by increasing irrigation efficiency. This task will include the creation of:

- Two 90-second videos for promotion of LCW and water efficient irrigation practices on regional partner websites
Each full-length video will have:
 - One 30-second cutdown formatted for paid advertising on various digital platforms
 - Two 15-second cutdowns formatted for paid advertising on various digital platforms

The videos will leverage humor to increase engagement and create relatable content people want to watch and interact with – this will help bridge stakeholder gaps from where they are today (what they think, know and believe) and where we’d like the campaign to move them to take action.

The consultant will also develop an overarching, comprehensive and strategic communication plan to include goals, key messages, audiences, activities and materials that may be used for future use outside of the Campaign. This will include copies of paid ads, organic digital postings, and a toolkit of talking points, videos, FAQs, social media posts and other materials that can be personalized for regional partner use.

Task 2: Digital Marketing

Once developed, the integrated communications and marketing agency will launch geotargeted paid advertisements throughout Dakota County. Government-available data and statistics will be coupled with persona-building tools to ensure advertisements reach a diverse group of audiences. Advertisements will be placed on various streaming, social media, and other platforms (Google/Youtube, Meta’s Facebook/Instagram, Hulu, etc.).

Task 3: Quantifying Success

The integrated communications and marketing agency will work with the VRWJPO and regional partners to define measurable goal, strategies and tactics to quantify campaign success. This may include:

- Comparing pre- and post-Campaign raingardens and native gardens installed
- Calling for residents who took action resultant of the Campaign to complete a survey identifying the action taken (converted turf to a native planting, installed and programmed a water efficient irrigation controller, implemented soil health practices for turf health, etc.)
- Isolating Landscaping for Clean Water and regional partner water conservation website traffic trends pre- and post-Campaign

- Comparing peak irrigation season water usage pre- and post-Campaign.

Timeline

Tasks	Deliverables	Deadline
VRWJPO to hire experienced consultants to support the Campaign	Signed and executed contract with consultant	Q2-Q3 2024
Task 1: Materials & Video Production	<ul style="list-style-type: none"> • Marketing Plan • Two – 90 second videos for program websites, and 15-30 second videos for paid advertisements • Education, outreach, and promotional materials; toolkit for regional partners 	Q3-Q4 2024
Task 2: Digital Marketing	<ul style="list-style-type: none"> • Targeted paid marketing through various streaming, social media and other platforms 	Q1 2025 – Q3 2025
Task 3: Quantifying Success	<ul style="list-style-type: none"> • Campaign recap report identifying measurable results 	Q4 2025 – Q1 2026

Exhibit B – Grantee’s Budget

Task	Deliverables	Grant Request	Grant Match*
Hired Consultant to complete Marketing Campaign	Marketing Plan Marketing materials and video production	\$50,000	\$21,040
	Paid advertisements through various platforms		\$22,960
	Marketing recap-evaluation report		\$1,080
	TOTAL	\$50,000	\$45,080

*Grant match will be provided via cooperative agreements between project partners, which will include through the VRWJPO, BDWMO, E-IGHWMO, LMRWMO, Dakota County and the Dakota County SWCD.

8d. Authorization to Submit the 2023 Vermillion River Watershed Joint Powers Organization Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources

Meeting Date: 4/25/2024
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7967
Prepared by: Brita Moore-Kutz



PURPOSE/ACTION REQUESTED

- Authorization to submit 2023 Vermillion River Watershed Joint Powers Organization (VRWJPO) Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources (BWSR)

SUMMARY

According to Minnesota Rule (M.R. 8410.0150), watershed management organizations must submit an activity report, financial statement, and an audit report to BWSR within 120 days following the end of the watershed management organization’s preceding fiscal year. The draft 2023 VRWJPO Annual Activity Report and Financial Statement has been prepared according to BWSR requirements and is included as Attachment A. The Audit Report is sent to BWSR separately when it is made available to the VRWJPO.

The 2023 Annual Activity Report and Financial Statement includes:

- List of 2023 Vermillion River Watershed Joint Powers Board members, Watershed Planning Commission members, Technical Advisory Group stakeholders, and VRWJPO staff;
- Summary of water quality monitoring data;
- Recapitulation of outreach programs, education, and communication;
- Descriptions of completed capital improvement projects and feasibility studies;
- Overview of the VRWJPO’s 2024 Work Plan;
- Assessment of overall annual budget;
- Review of evaluation, regulation, and permit programs; and
- 2023 Board actions.

The report must be submitted to BWSR on or before April 30, 2024. Staff requests the VRWJPB review the final draft 2023 VRWJPO Annual Activity Report and Financial Statement, request changes if needed, and authorize staff to submit the final report to BWSR on or before the deadline.

EXPLANATION OF FISCAL/FTE IMPACT

No fiscal impact.

Supporting Documents:

Attachment A: DRAFT 2023 Annual Activity Report and Financial Statement

Previous Board Action(s):

- ;

RESOLUTION

8d. Authorization to Submit 2023 Vermillion River Watershed Joint Powers Organization (VRWJPO) Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources (BWSR)

WHEREAS, Minnesota Rule 8410.0150 requires watershed management organizations to submit an annual activity report and financial statement to the BWSR within 120 days following the end of the watershed management organization’s fiscal year; and

WHEREAS, the VRWJPO staff has prepared a final draft 2023 Annual Activity Report and Financial Statement in compliance with Minnesota Rule 8410.0150 for review; and

WHEREAS, the draft 2023 Annual Activity Report and Financial Statement has been reviewed by the Vermillion River Watershed Joint Powers Board (VRWJPB); and

WHEREAS, the Audit Report will be sent to BWSR when made available to the VRWJPO.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes staff to submit the final 2023 Annual Activity Report and Financial Statement to BWSR on or before April 30, 2024.



Vermillion River Watershed Joint Powers Organization

2023 Activity Report and Financial Statement



Figure 1. Shoreline of East Lake in Lakeville, part of an area restored by a habitat restoration project by VRWJPO and the City of Lakeville with a Conservation Partners Legacy Grant from the Minnesota Department of Natural Resources.

Our Mission:

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.

Table of Contents

Vermillion River Watershed Joint Powers Organization..... 1

2023 Activity Report and Financial Statement..... 1

 Introduction..... 3

 2023 Work Plan and Activities..... 6

 2023 Financial Statement..... 16

 2024 Work Plan and Activities..... 18

Appendix A: 2023 Resolutions of the Vermillion River Watershed Joint Powers Board 22

Watershed Map

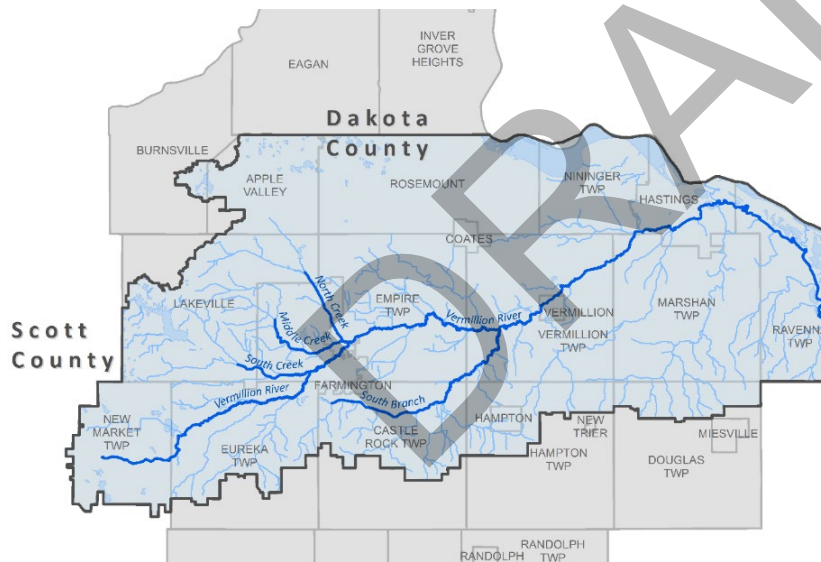


Figure 2. Map of the Vermillion River Watershed political boundaries.

Vermillion River Watershed Joint Powers Organization (VRWJPO)
 4100 220th St. W. #103, Farmington, MN 55024
www.vermillionriverwatershed.org
 (952) 891-7000
vrwjpo@co.dakota.mn.us

2023 Joint Powers Board Members:

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

Staff:

Travis Thiel, Administrator
travis.thiel@co.dakota.mn.us

Melissa Bokman-Ermer, Co-Administrator
mbokman@co.scott.mn.us

Kelly Perrine, Sr. Watershed Specialist
kelly.perrine@co.dakota.mn.us

Jeff Dunn, Water Resources Engineer
jeff.dunn@co.dakota.mn.us

Brita Moore-Kutz, Communications & Outreach Specialist
brita.moore-kutz@co.dakota.mn.us

Paula Liepold, Water Resources Educator
paula.liepold@co.dakota.mn.us

Introduction

The Vermillion River Watershed, the land area that drains to the river and its connected water, encompasses an area in southeastern Scott County and central Dakota County of over 335 square miles. Geographically, it is the largest watershed in the seven-county Twin Cities metro area. The headwaters of the Vermillion River are in New Market Township, Scott County. The river flows across central Dakota County and into the Mississippi River near Red Wing, with the four major tributaries of the South Branch, North Creek, Middle Creek, and South Creek, as well as many minor tributaries. Twenty communities, including all or portions of Apple Valley, Burnsville, Castle Rock Township, Coates, Douglas Township, Elko New Market, Empire, Eureka Township, Farmington, Hampton, Hampton Township, Hastings, Lakeville, Marshan Township, New Market Township, Nininger Township, Ravenna Township, Rosemount, Vermillion, and Vermillion Township, reside within the political boundaries of the Vermillion River Watershed. The Prairie Island Indian Community encompasses the furthest downstream part of the river.

The name “Vermillion” was derived from the bright red and orange-colored ocher found by the Dakota Indigenous people in the seams of Chimney Rock in Marshan Township, and of other outcrops of the St. Peter sandstone beside or near the course of this river. The Dakota called it Wa Se Sa Wa Kpa, meaning Red Paint River. The color vermilion is a rich shade of red-orange (information in part from *Minnesota Place Names: A Geographical Encyclopedia* by Warren Upham, MN Historical Society Press).

About 49 stream miles of the Vermillion River’s main stem and tributaries are Minnesota Department of Natural Resources (DNR)-designated trout streams, making the river a unique natural resource in a metropolitan area. The watershed supports several lakes, such as Lake Marion, East Lake, Empire Lake, Long Lake, Farquar Lake, Alimagnet Lake, Lake Rebecca, and Lake Isabelle. Residents enjoy public greenspaces such as city parks, county parks, and greenways. Communities in the watershed are growing and developing rapidly, which profoundly affects the Vermillion River’s water quality and quantity, though the majority land use in the watershed is still agriculture for now.

The Minnesota Pollution Control Agency (MPCA) lists several reaches of the Vermillion River and its tributaries and local recreational lakes as impaired (not meeting water quality standards) due to issues including phosphorus, total suspended solids (TSS), low dissolved oxygen, bacteria, and poor quality or quantity of fish and macroinvertebrates. Some portions of the river and tributaries, as well as groundwater, have concerning nitrate and chloride levels.

Fortunately, there are practices people can implement to improve these conditions. VRWJPO, with support from local partners, completes projects every year that reduce pollutants going into streams, lakes, and groundwater. They also educate residents about what they can do to clean up water. Thanks to this work, several streams and lakes have seen positive trends in phosphorus, TSS, and bacteria levels since the inception of the VRWJPO. The organization promotes best management practices (BMPs) such as cleaning up storm drains, planting raingardens and cover crops, and using less de-icing salt to address ongoing issues.

Governance & Personnel

Dakota and Scott counties signed a [Joint Powers Agreement \(JPA\)](#) in 2002, establishing the VRWJPO to fulfill the conditions required by the Metropolitan Surface Water Management Act ([MN Statute 103B.201](#)). The counties jointly fund activities of the VRWJPO and are statutorily responsible for management, with Dakota County being the fiscal agent and providing several other services. The JPA allows a three-member Joint Powers Board (JPB), comprised of two Dakota County Commissioners and one Scott County Commissioner. A nine-member citizen advisory Watershed

Planning Commission (WPC) supports the JPB, consisting of eight Dakota County residents and one Scott County resident. A Technical Advisory Group (TAG) provides informal technical consultation.

Statute requires watershed management organizations to abide by Watershed Management Plans for their work. Plans must be updated every ten years at most. The VRWJPO's current activities are defined in its [2016-2025 Watershed Plan](#).

Joint Powers Board

The JPB directs watershed administration, policy, budget, and implementation of the Vermillion River Watershed Management Plan (Plan). The JPB met nine times in 2023. Members included:

- Commissioner Mike Slavik, Dakota County District 1 (Chair)
- Commissioner Tom Wolf, Scott County District 2 (Vice Chair)
- Commissioner Mary Hamann-Roland, Dakota County District 7 (Secretary-Treasurer)

Watershed Planning Commission

WPC members are appointed by the JPB under authority of the Joint Powers Agreement to advise the Board on policy, programs, or other matters that may come before the Board. The WPC is responsible for guiding implementation of the Watershed Plan, annual work plans, and budget. In 2023, the WPC met eight times. Members included:

- James Kotz, Rosemount (Chair)
- Joshua Borton, Farmington (Vice Chair)
- Brad Blackett, Apple Valley
- Kevin Chamberlain, Nininger Township
- Stephen Hamrick, Lakeville
- Linda Larson, Rosemount
- Andrew Riesgraf, Apple Valley
- Sandra Weber, Castle Rock Township

Technical Advisory Group

The VRWJPO consults with the TAG, consisting of local, regional, state, and other partners with expertise and interest in watershed issues. The group meets as needed to discuss emerging scientific, technical, and policy impacts on the Vermillion River Watershed. Representatives include but are not limited to:

- Cities and townships in the watershed
- Dakota and Scott Counties
- Dakota and Scott Soil and Water Conservation Districts
- Prairie Island Indian Community
- Minnesota Board of Water and Soil Resources (BWSR)
- Minnesota Pollution Control Agency (MPCA)
- Minnesota Department of Agriculture (MDA)
- Minnesota Department of Health (MDH)
- Minnesota Department of Natural Resources (DNR)
- Metropolitan Council
- Environmental consulting and engineering firms

Administration & Staff

The VRWJPO is staffed with an administrator from Dakota County and a co-administrator from Scott County, with four Dakota County staff designated to focus their activities on the watershed full or part time. Other County employees provide support for specific projects. The counties' Soil and Water Conservation Districts (SWCDs) provide monitoring and technical assistance services for the VRWJPO.

Legal Counsel

The establishing JPA provides that the Dakota County and Scott County Attorney's Offices shall provide legal services to VRWJPO as needed and in accordance with law.

Consultants

The VRWJPO enters contracts with consultants to provide engineering and environmental professional services for water resources management projects. The approved consultant list for 2022-23 is as follows:

Company	Address	City	State
Alliant Engineering, Inc.	733 Marquette Ave #700	Minneapolis	MN
Barr Engineering Company	4300 Market Pointe Drive, Suite 200	Minneapolis	MN
Davey Resource Group	1196 7 th St. E.	St. Paul	MN
Emmons & Olivier Resources, Inc.	1919 University Ave W, Ste. 300	St. Paul	MN
Geosyntec Consultants	100 S. Washington Ave, Ste. 1590	Minneapolis	MN
Houston Engineering	7550 Meridian Circle North, Suite 120	Maple Grove	MN
Inter-Fluve	1539 Grand Ave, Second Floor	St. Paul	MN
KLJ	370 Wabasha St., Ste 300	St. Paul	MN
Landbridge Ecological	670 Vandalia Street	St. Paul	MN
Minnesota Native Landscapes, Inc.	8740 77th Street Northeast	Otsego	MN
Moore Engineering, Inc.	2 Carlson Pkwy, Ste. 110	Plymouth	MN
Native Resource Preservation	260 Wentworth Ave. E. Ste. 115	West St. Paul	MN
RES	20276 Delaware Ave.	Jordan	MN
SRF Consulting Group, Inc.	3701 Wayzata Blvd.	Minneapolis	MN
Stantec	7500 Olson Memorial Hwy, Ste. 300	Golden Valley	MN
WSB	701 Xenia Avenue South, Suite 300	Minneapolis	MN

Awarded contracts

The VRWJPO also entered two contracts because the projects required solicitation in 2023 as noted below:

- HKGi – for public engagement for the 2026-2035 Vermillion River Watershed Plan development
- Fossil Graphics – for fabricating six interpretive signs at VRWJPO project locations

2023 Work Plan and Activities

Administration and Operations

Administrative responsibilities included staff training and supervision; coordinating and documenting VRWJPB meetings, decisions, and directions; coordinating and documenting WPC meetings, decisions, and recommendations; managing the budget; setting priorities and developing work plans; managing contracts; reporting; and seeking funding. See [Appendix A](#) for VRWJPB actions taken throughout the year.

Regulation

The local government units of the 20 communities in the watershed have land-use planning and zoning authority. All except Eureka Township implement [VRWJPO Standards](#) through local ordinances and apply their own permit programs. Local communities may request assistance with project site reviews or regulatory issues for specific site developments. VRWJPO often provides comments on development plans or environmental documents. For the current Watershed Plan, the VRWJPO developed a Standards Evaluation program through which it reviews community permitting activities and example projects. With the start of the watershed plan update in 2023, the VRWJPO has paused this program to take feedback from local communities and decide how it will be implemented in the next plan.

The VRWJPO issued two permits for land disturbance activities in Eureka Township in 2023 under the Standards. No variances were issued.

Research and Planning

Feasibility Study for Alimagnet Lake Alum Treatments

Alimagnet Lake, split between the Cities of Apple Valley and Burnsville, is an impaired water body due to excess phosphorus that results in algae blooms and poor conditions for recreation. VRWJPO and the Cities of Apple Valley and Burnsville conducted a feasibility study in 2023 to determine potential effectiveness of aluminum sulfate (alum) on treating the lake for internal phosphorus. Alum chemically binds to phosphorus, creating accumulations of heavier particulate material (floc). This floc settles in lake-bottom sediment, reducing phosphorus in the water column. The partners received a \$36,000 grant from the BWSR Watershed-Based Implementation Fund (WBIF) to complete the study, then later a \$287,000 Clean Water Fund (CWF) competitive grant to implement alum treatments [starting in 2024](#).

2026-2035 Watershed Management Plan



Figure 3. Apple Valley resident Cindi Dayus shares input for the 2026-2035 Vermillion River Watershed Plan.

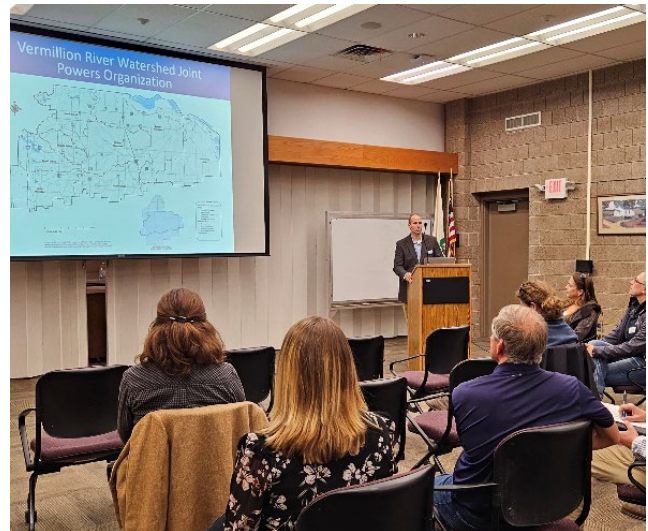


Figure 4. VRWJPO Administrator Travis Thiel presents at the October 12 Plan kickoff meeting.

Per [Minnesota Statute](#), watershed organizations are required to update their Watershed Management Plans every ten years. VRWJPO's current Plan expires at the end of 2025. To allow thorough public input, the VRWJPO kicked off development of the 2026-2035 Plan in spring 2023 with a 60-day comment period for state review agencies and local stakeholders. Staff then contracted Twin Cities-based planning consultant HKGi to create a public engagement plan, starting Oct. 12, 2023, with a statutorily required Initial Planning Meeting. With guidance from VRWJPO and Dakota County Planning staff, HKGi designed a survey, set up virtual stakeholder meetings, assisted in the coordination of public stakeholder meetings, and created graphic materials to help VRWJPO gather comments from the public on what they'd like to see in the next-generation Watershed Plan. Visit the [Plan web page](#) to learn more about the planning process.

Monitoring and Assessment

Vermillion River Monitoring Network

The [Vermillion River Monitoring Network](#) assesses water quality, quantity, and habitat in the Vermillion River Watershed. The data collected through this network helps the VRWJPO and local stakeholders better understand the health of streams and plan projects that make a significant difference.

Staff with Dakota and Scott SWCDs monitor [eight locations](#) on the Vermillion River and major tributaries on a biweekly basis from snowmelt (mid-March) through Nov. 1. Monitoring activities include sample collection, continuous temperature monitoring, biological monitoring, and equipment maintenance. Samples are categorized by whether they were collected at baseflow, runoff, or snowmelt. In 2023, most samples were collected during baseflow or low water level conditions due to a persistent drought that began in late spring. It was the third summer in a row of intense drought conditions across the state.

Read the [2023 report summary](#). Key results:

Chemical Monitoring

- **Nitrate** is a form of nitrogen. Agricultural fertilizers often supplement the soil with nitrogen to help plants grow, but nitrogen that isn't used may leach through porous soil into groundwater or nearby waterbodies as nitrates. The monitoring site on the South Branch has the highest nitrate concentration, which has been steadily increasing since 2001, according to historical monitoring reports. The state standard for waters for domestic consumption is 10 mg/L, which includes coldwater reaches of the Vermillion and tributaries. **No samples collected in 2023 were above the standard.** VRWJPO is working closely with the Dakota SWCD and Dakota County Groundwater Protection Unit to implement nitrate reduction strategies in the area.
- **Total Phosphorus (TP)** is a common impairment in the Vermillion River Watershed. It naturally occurs in soil, though some use additional phosphorus fertilizer for plant growth. Stormwater runoff can carry excess phosphorus into lakes and streams and cause algae blooms. The state standard for all waters is 0.15 mg/L or lower. Samples hovered around the standard at all stations in 2023, with some above the standard during runoff and snowmelt but returning to standard at baseflow. The two monitoring stations furthest downstream in the watershed have shown the greatest drop in TP levels since 2001 at all weather conditions.
- **Dissolved oxygen (DO)** level medians met the state standard of 7 mg/L and above for coldwater reaches and 5 mg/L and above for warmwater reaches during baseflow, except at the South Creek site. DO levels are usually higher during snowmelt and lower during runoff events. The two North Creek sites have historically had the greatest drop in DO during runoff, but both remained above standard in 2023 runoff samples.
- **Total suspended solids (TSS)** is a measure of suspended particles in the water. Sources may include eroded soil, sediment, decaying vegetation, and algae. Levels in 2023 were below or slightly above the state standards of 10 mg/L for coldwater and 30 mg/L for warmwater at all stations during baseflow. A few samples at runoff and snowmelt were at 50 mg/L or more. This reflects past trends.
- **Chloride (salt)** levels are currently below state standards for impairment of 230 mg/L at all stations. Future urbanization may contribute to increased levels in both surface and groundwater due to greater need for de-icing salt on concrete surfaces. Sites at North Creek and South Creek, the most urban subwatersheds, have shown high levels of chloride since monitoring began in 2020. Station VR24, near the river headwaters in New Market Township, has had the highest chloride readings, possibly due to other sources from agriculture or septic system discharge. VRWJPO encourages residents to use snow removal practices with no or very little salt, as snowmelt and runoff can carry salt into storm drains and waterbodies and harm freshwater aquatic life.
- **Chlorophyll-*a*** is an indirect indicator of nutrient levels (nitrogen or phosphorus) in surface water. This can come from algae biomass, which often springs up as a result of excess nutrients. No 2023 samples exceeded the state standard of 35 mg/L. The highest levels appeared at NC808 on North Creek at runoff. Levels were somewhat increased at all stations from past years, though the VRMN has only sampled for chlorophyll-*a* since 2019 so there is no long-term trend to report yet.
- **Escherichia coli (*E. coli*)** bacteria is a good indicator for the general amount of disease-causing pathogens in the water. Levels are often higher after runoff events and may result from septic system discharge, agricultural runoff, livestock, urban runoff, and sediment. The state standard is 126 most probable number of organisms (MPN)/100mL. To meet the standard, no more than 10% of all samples in one month may exceed this number. The Vermillion River has been on the state Impaired Waters List for bacteria since 2006. Levels peaked at VR24 in 2021, which was an above-average year for precipitation in the Twin Cities Metro area. VR24 has remained the highest concentration of *E. coli*, though it shows less variability between 2022-23 than previously. Other sites in the watershed had low-level exceedances and a slight increase from 2022.

Temperature Monitoring

The coldwater reaches of the Vermillion River and its tributaries are home to a self-sustaining brown trout population, so there is great interest in reducing or maintaining water temperatures suitable for trout. Temperature standards are applied to the middle watershed (coldwater) but are not applicable to reaches in the upper and lower parts of the watershed (warmwater).

Optimal temperature for adult brown trout is <18°C, tolerance 18-20°C, resistance 20-22°C, and complete mortality at 25°C. The temperature data for 2023 for two North Creek coldwater stations in Farmington shows temperature maxima were measured in the complete trout mortality range (> 25°C) during all summer months, with the highest median water temperatures observed in July.

Biological Monitoring

VRWJPO annually samples the conditions of fish, macroinvertebrates, and habitat.

Fish and Macroinvertebrates

Fish sampling occurs at a few sites each year ([map](#)) so that all sites are monitored every two or three years. The results of this sampling provide a measure of the biological health of the stream system as indicated through the index of biological integrity (IBI). IBI is a biologically based, multi-metric method for measuring the integrity of aquatic systems. Values below the threshold indicate impairment. VRWJPO consults with the Minnesota DNR and Stantec to gather fish data. Read the [2023 fish monitoring report](#).

In 2023, seven sites were monitored in various parts of the watershed for macroinvertebrate health. The 2023 macroinvertebrate IBI scoring data is not available yet as of April 2024.

Habitat

Habitat assessments were completed using the MPCA's Minnesota Stream Habitat Assessment protocol to further evaluate and understand the biological integrity of stream reaches. Of the seven sites monitored in 2023 ([map](#)), **six sites scored fair and one site scored poor**.

Site Name	Stream Reach	Long-Term Average	2023 Score, if applicable
A1	Upper Main Stem Vermillion River	Fair	
A2	South Creek	Fair	
A3	South Creek	Fair	Fair
A4	Upper Main Stem Vermillion River	Fair	
A5	Middle Main Stem Vermillion River	Fair	Fair
A6	Middle Main Stem Vermillion River	Fair	
A7	North Creek	Good	Fair
A8	Middle Main Stem Vermillion River	Good	
A9	Middle Main Stem Vermillion River	Fair	

Site Name	Stream Reach	Long-Term Average	2023 Score, if applicable
A10	South Branch	Fair	
A12	South Branch	Fair	
A13	Lower Main Stem Vermillion River	Fair	
A14	Lower Main Stem Vermillion River	Fair	Fair
A15	Middle Creek	Fair	Fair
13-1	Upper Main Stem Vermillion River	Fair	Fair
13-2	South Creek	Fair	
13-4	North Creek	Fair	
13-5	Middle Main Stem Vermillion River	Good	
14-1	Middle Creek	Poor	Poor
14-2	North Creek	Fair	

Lake Monitoring

Lake water quality monitoring couples phosphorus levels and Secchi transparency to provide a beneficial water quality indicator. Data is provided by the Citizen-Assisted Monitoring Program (CAMP) at the Metropolitan Council. **Decreasing phosphorus levels and increasing transparency levels are indicators of improvement.** In 2023, CAMP monitored Farquar, Long, Alimagnet, East, Marion, and Rebecca lakes in the Vermillion River Watershed.

Lake Trends Over Time

Lake Name (date range of monitoring)	Total Phosphorus Trends	Secchi Transparency Trends
Alimagnet (2007-present)	Improving	Improving
East (2007-present)	Improving	Improving
Farquar (2007-present)	Improving	Improving
Long (2007-present)	Improving	Improving
Marion (2007-present)	Improving	Improving
Rebecca (2015-present)	Improving	Worsening

Land and Water Treatment

Capital Improvement Projects

Each year, the VRWJPO identifies and develops Capital Improvement Projects (CIPs) with direct and observable benefits to water quality, quantity, and aquatic habitat. VRWJPO publishes fact sheets on its CIPs online each year as required by Minnesota Clean Water Land and Legacy Amendment grants.



Figure 5. Minnesota Clean Water, Land & Legacy Amendment logo.

[Fact sheets](#) and brief descriptions for 2023 projects are below. *In total, these projects are estimated to reduce:*

- **TSS pollution by 403 tons/year**
- **Total phosphorus pollution by 334 pounds/year**
- [East Lake Habitat Improvements \(Lakeville\)](#)

East Lake is a 44-acre, impaired shallow lake in Lakeville. Poor lake clarity and invasive species infestations both in and around the lake need to be addressed to create a high-quality contiguous habitat corridor. The City of Lakeville and VRWJPO are restoring portions of East Lake Community Park by the lake. The restoration includes terrestrial invasive species removal; forest and oak savanna; and shoreline buffer improvements through native plantings, with the support of a Conservation Partners Legacy (CPL) grant from the DNR.

- [East Lake Invasive Fish Barrier \(Lakeville\)](#)

VRWJPO, partnering with the City of Lakeville, received a competitive CWF grant from BWSR in 2023 to install a low-voltage electric fish barrier between East Lake and its connection with North Creek. By blocking their movement, it will allow the VRWJPO and partners to remove invasive fish, such as common carp and goldfish, from the lake to populations acceptable for sustainable management purposes. Partners plan to begin removing fish out of East Lake in 2024.

- [Foxborough Park Total Suspended Solids \(TSS\) Reductions \(Lakeville\)](#)

VRWJPO, Dakota County, and the City of Lakeville constructed a dry pond with a wet sedimentation forebay in Foxborough Park to capture TSS and TP and prevent them from reaching North Creek. The forebay has a permanent pool to trap larger sediments. A rock gabion wall and sand filter bench were constructed to provide additional treatment by trapping smaller sediments and other pollutants. The project is nearly complete and is located alongside the other North Creek Channel at Highview Channel Stabilization Project, which will reduce TSS. The project is funded from a CWF competitive grant.

- [Middle Creek at Dodd Boulevard \(Lakeville\)](#)

An ongoing issue in the Vermillion River's Middle Creek tributary is stream turbidity (water that isn't clear) due to bank and channel erosion. A feasibility study by the City of Lakeville identified several recommendations for improving the creek, including a streambank and channel stabilization project. Lakeville, in partnership with the VRWJPO, was awarded

a WBIF grant from BWSR for this project. Two reaches of Middle Creek were restored, 2,300 linear feet of streambank and channel in total.

- [North Creek at Highview Channel Stabilization \(Lakeville\)](#)

The North Creek Vermillion River subwatershed has undergone a lot of development over several decades, and unfortunately significant erosion of North Creek has come with it. To address the problem, VRWJPO and the City of Lakeville collaborated to repair a particularly eroded reach of the creek between Highview Ave. and Cedar Ave. The project consisted of rock check dams, streambank stabilization grading, and removal of accumulated sediment that had deposited downstream over time. This project was funded in part by a WBIF grant.

SWCD Cost-Share

VRWJPO provides cost-share funding to the Dakota and Scott SWCDs to work with landowners in the watershed undertaking conservation projects. These include projects such as cover crops, grassed waterways, native prairie restorations, and water and sediment control basins.

In 2023, estimated pollutant reductions from SWCD cost-share projects were:

- **TSS: 391.64 tons/year**
- **TP: 440.4 pounds/year**
- **Nitrate: 3,951 pounds/year**

Fact sheets: [Dakota County SWCD – Conservation Initiative Fund/Incentive Payment Practices](#)

Fact sheets: [Scott SWCD – Conservation Cost Share Program](#)

Coordination and Collaboration

Watershed Tour

BWSR selected the Vermillion River Watershed for its 2023 Board Tour in August. VRWJPO, Dakota County SWCD, and BWSR staff collaborated to plan the tour, with support from landowner and city partners. More than 60 people attended, despite record heat and humidity. The group toured eight locations:

- East Lake Habitat Improvements (Lakeville)
- King Park Stormwater Reuse System (Lakeville)
- Erickson Park Stormwater Improvements (Apple Valley)
- Rambling River Park Stream Restoration (Farmington)
- South Branch Vermillion River Nitrate Treatment Wetland (Castle Rock Township)
- Prairie Strips and Climate Resiliency Efforts at Kimber Family Farms (Castle Rock Township)
- Groundwater Protection Strategies at Chuck Louis Farm (Vermillion Township)
- Braun Wetland Bank Easement (Castle Rock Township)



Figure 6. The group who attended the VRWJPO-BWSR collaborative tour, August 2023. More than 60 people attended, including local elected officials, BWSR Board members, and WPC members.

Read descriptions of each tour stop [on the Vermillion River Watershed website](#).

Public Communication and Outreach

Community Outreach

VRWJPO hosted tables at the following events:

- Lakeville Earth Day Celebration, April
- Hastings Party in the Park, July
- Dakota County Fair, August
- Brand Farms Fall Market, October
- Lakeville Water Treatment Plant Tour/Imagine a Day Without Water, October

Staff provided promotional items such as pencils and dog waste pickup bags, and used the Pollute or Protect and Enviroscape displays to demonstrate water resource concerns.

Digital Media

The VRWJPO sends a quarterly email [newsletter](#) to interested parties. VRWJPO also maintains active accounts on Facebook and Instagram and a website (vermillionriverwatershed.org).

2023 Engagement By the Numbers

- Email newsletter: 2,274 emails opened, 36% open rate (up from 13% in 2022)
- Website: 12,886 user engagements, 19,419 page views
- Facebook: 403 followers, 20,044 post reach, 2,386 engagements (likes, comments, shares, link clicks)
- Instagram: 556 followers, 4,777 post reach, 754 engagements (likes, comments, shares, saves)

Interpretive Signs

VRWJPO had six interpretive signs fabricated for capital improvement projects around the watershed. The projects include:

- 21st Street Stormwater Improvements, Hastings
- Aronson Park Stormwater Reuse System, Lakeville
- Dakota County Road 50 Phosphorus Treatment Enhancements, Lakeville
- Erickson Park Stormwater Improvements, Apple Valley
- Middle Creek at Highview Stream Restoration, Lakeville
- Sunset Pond/Alimagnet Iron-Enhanced Sand Filter, Apple Valley

Landscaping for Clean Water

VRWJPO and other watersheds in Dakota County provide funding each year to Dakota County SWCD's Landscaping for Clean Water program. Participants learn from SWCD conservationists how to construct raingardens, native plant gardens, or shoreline restorations, whichever works best on their properties. They then are eligible to apply for grants of up to \$250 to fund their practices. Grant awardees receive direct technical assistance tailored to their needs.

VRWJPO-Funded Landscaping for Clean Water Projects, 2023	
Raingardens	10
Native Gardens	8
Shoreline Restorations	1
Total	19

Adopt-a-Drain

VRWJPO continued participating in the Adopt-a-Drain program in 2023. Volunteers sign up online to adopt storm drains, meaning they commit to keeping them clear from trash, leaves, grass clippings, road salt, and any other debris. Throughout the year, participants receive reminders from both VRWJPO and Adopt-a-Drain to clear their drains and track their impact.

VRWJPO Adopt-a-Drain by the Numbers			
New drains adopted in 2023	Total drains adopted, 2019-2023	Reported debris picked up in 2023	Total reported debris picked up since 2019
76	549	688.5 lbs	3,053.2 lbs

Adopt-a-Drain participation is included in the VRWJPO's membership in Metro Watershed Partners, a coalition of Twin Cities-area watershed organizations, cities, and interest groups providing water stewardship messages to the public.

School of Environmental Studies Earth Day Service Learning

VRWJPO staff partnered with School of Environmental Studies (SES) teachers for their annual Earth Day Service Learning event in April 2023. About 20 students and two teachers planted native dogwood and osier trees at the intersection of Dakota County Road 50 and Jaguar Avenue in Lakeville, the site of a previously-completed [phosphorus treatment enhancement project](#) by VRWJPO and the City of Lakeville with a Clean Water Fund grant. The project contains a bioretention basin and an iron-enhanced sand filter to capture excess phosphorus before it can enter Lake Marion. Planting trees around the project provides soil stabilization and more aesthetic appeal.



Figure 7. SES students dig holes to plant dogwood and osier trees around a bioretention basin and iron-enhanced sand filter project in Lakeville in April 2023.

Metro Children's Water Festival

Dakota County staff have a leadership role in the Metro Children's Water Festival planning and implementation. VRWJPO provided financial support for schools to participate in the popular event. The event was in-person in 2023 for 1,770 students, with the virtual option available for everyone. Schools attending from within the watershed included:

- Lakeview Elementary in Lakeville with 3 classes
- Highland Elementary in Farmington with 5 classes

Both in-person and virtual options will be available in 2024 for fourth-grade students.

Minnesota Water Stewards

The Minnesota Water Stewards program, coordinated by the non-profit Freshwater Society, invites people to become community leaders for clean water. The program provides training and opportunities for Stewards to build projects in their neighborhoods, educate their communities, and volunteer their time. Certified Stewards volunteer 50 hours per year to maintain their certification.

In 2023, VRWJPO supported one Steward candidate, Cindi Dayus of Apple Valley. She spent the spring learning about hydrology and stormwater basics, water and environmental policy, community engagement, and best management practice planning, evaluation, and maintenance. She was certified in fall 2023 and is working with a church in Apple Valley to improve the building's stormwater management for her capstone. Cindi is one of 14 certified Stewards in VRWJPO.

Vermillion River Watch

In 2023, the VRWJPO continued financial support of Dakota County SWCD’s work with educators and students at Rosemount High School to collect macroinvertebrates and habitat data from the Vermillion River, identify macroinvertebrates, and compare species type and abundance to biological metrics. This experience interests students in scientific disciplines and engages them in improving water resources.

Scott Clean Water Education Program

The Scott Clean Water Education Program (SCWEP) started in 2010 to educate Scott County residents consistently and effectively on the topic of clean water. The program’s goal is to make clean water choices second nature for all who live and work in Scott County. SCWEP has incorporated the goal into marketing materials using the theme of “Clean Water Starts with Me!” VRWJPO annually contributes to SCWEP, which hosts educational workshops, provides classroom lessons for third-eighth graders, hosts Outdoor Education Days, and contributes communication pieces to local news publications and partner channels.

Maintenance Workshops

The VRWJPO annually supports trainings for maintenance professionals on Smart Salting and turfgrass maintenance with financial contributions, event promotion, and staff time. In 2023, VRWJPO funded a Turfgrass Maintenance Workshop attended by 34 people.

2023 Financial Statement

Final Treasurer’s Report for year ending December 31, 2023

Expenses				
Category	Budget Amounts	Expenses to Date	Expenses Pending	Account Balance
Administration & Operations	\$240,500	\$136,690.08	\$6,835.74	\$96,974.18
Research & Planning	\$41,600	\$40,195.08	\$7,798.97	(\$6,394.05)
Monitoring & Assessment	\$156,900	\$97,404.47	\$31,861.98	\$27,633.55
Public Communications & Outreach	\$167,900	\$158,504.90	\$8,141.85	\$1,253.25
Irrigation & Audit	\$20,000	\$9,397		\$10,603
Regulation	\$55,900	\$14,874.65	\$3,341.11	\$37,684.24
Coordination & Collaboration	\$50,600	\$14,692.73	\$5,661.97	\$30,245.30
Feasibility/Preliminary Studies	\$220,000	\$99,882.24	\$10,407.76	\$109,710
Capital Improvement Projects	\$480,920	\$117,136.83	\$49,160.11	\$314,623.06
CWF BWSR – Watershed Grant	\$12,000	\$8,783.67	\$934.67	\$2,281.66

Expenses				
Category	Budget Amounts	Expenses to Date	Expenses Pending	Account Balance
WBIF Grant 2020-2023 North Creek Stabilization	\$387,500	\$314,441.77	\$1,614.58	\$71,443.65
WBIF Grant 2020-2023 Farmington Direct Drainage	\$30,030	\$28,740		\$1,290
WBIF Grant 2020-2023 Hastings Direct Drainage	\$30,030	\$29,380.18		\$649.82
WBIF Grant 2020-2023 Ravenna Basins Restoration	-	\$3,511.13		(\$3,511.13)
Lakeville East Lake Restoration	\$93,000	\$40,856.16	\$51,878.69	\$265.15
CWF Grant Foxborough TSS	\$376,500	\$1,993.57	\$355,600.50	\$18,905.93
CWF Grant Ravenna Trail	\$545,000	\$698.65	\$55,146.40	\$489,154.95
WBIF Grant 2022-2023 Middle Creek	\$363,000	\$383.46	\$208,934.82	\$153,681.72
WBIF Grant 2022-2025 Alimagnet Alum	\$45,000	\$32,044.78		\$12,955.22
CWF Grant 2023 East Lake Fish Barrier	\$337,500	\$9,836.45	\$154,982.22	\$172,681.33
Wetland Bank	\$189,800			\$189,800
VRWJPO Revised Budget Expense TOTAL	\$3,843,680	\$1,159,447.80	\$952,301.37	\$1,731,930.83

Budget Funding Sources	
Scott County Levy	\$35,100
Dakota County Levy	\$964,900
Wetland Bank	\$189,800
Fund Balance from Underspending in Previous Year	\$271,810
Grant Carryover	\$12,000
Fees on Permitting Activities	\$1,000
CWF Grant (BWSR) Competitive 2022	\$841,500
CWF Grant Competitive 2023	\$300,000
WBIF Grant 2020-2023	\$487,180

Budget Funding Sources	
WBIF Grant 2022-2025	\$396,000
CPL Grant (DNR) 2022-2025	\$90,000
CIP Reserve	\$226,800
CIP Reserve Grant Match	\$136,660
Investment earnings	\$14,000
Total Revenues	\$3,966,750

2024 Work Plan and Activities

Watershed Plan Category	Budget Items	Budget Amount
Administration and Operations	Dakota County VRW staff	\$170,500
	Scott County VRW staff	\$15,000
	Other Dakota County staff time	\$12,000
	Legal support	\$25,000
	Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$6,000
	Training, conferences, and certifications	\$2,000
	Subtotal Administration	\$230,500
Research and Planning	Dakota County SWCD Incentive Program Policy Assistance	\$1,000
	Scott County Staff	\$7,000
	VRW staff	\$30,000
	Dakota County Staff	\$20,000
	Consulting	\$20,000
	Subtotal Research and Planning	\$78,000
Monitoring and Assessment	Vermillion River Monitoring Network in Dakota County	
	A. Staff time for sample collection, equipment installation, maintenance	\$30,000
	B. Data analysis, database management, data reporting, FLUX modeling	\$15,000
	C. Water Quality Sample Analysis and QA/QC samples	\$19,000
	D. Equipment and Supplies	\$8,000

Watershed Plan Category	Budget Items	Budget Amount
	E. Biological and Habitat Assessments	\$7,000
	Vermillion River Monitoring Network in Scott County	\$10,150
	USGS cost-share for Blaine Ave. Station	\$8,900
	DNR flow-gaging assistance	\$9,700
	Electrofishing	\$25,000
	Monitoring programs review and evaluation	\$15,000
	General GIS support (Dakota SWCD)	\$5,000
	Nitrate treatment practices sampling	\$1,000
	Iron enhanced sand filter performance sampling	\$2,000
	Subtotal Monitoring and Assessment	\$155,750
Public Communications and Outreach	Communication and Outreach staff	\$100,000
	Vermillion River Watch program	\$5,000
	Scott County outreach efforts	\$2,080
	Vermillion River Watershed projects signage and map updates	\$10,000
	Newsletter, mailings, website, general communication materials	\$10,000
	Landscaping for Clean Water Workshop (Dakota SWCD)	\$30,400
	K-12 classroom presentations (Dakota SWCD)	\$3,000
	Low Input Turf Workshops (Dakota SWCD)	\$7,600
	Water Conservation Digital Marketing Support	\$7,500
	Local standards/ordinance and turf/salt workshops	\$3,500
	Subtotal Public Communications and Outreach	\$179,080
Regulation	Scott SWCD assistance with plan review	\$930
	Engineering assistance and review	\$35,000
	VRW staff local program assistance	\$20,000
	Subtotal Regulation	\$55,930
Coordination and Collaboration	Coordination VRW staff	\$40,000
	Metro Children's Water Festival support	\$600

Watershed Plan Category	Budget Items	Budget Amount
	Metro Watershed Partners membership (incl. Adopt-a-Drain)	\$5,000
	Minnesota Water Stewards	\$5,000
	Subtotal Coordination and Collaboration	\$50,600
Land & Water Treatment: Capital Improvement Projects	Cost-share programs in Dakota County (SWCD)	\$80,000
	Cost-share programs in Scott County (SWCD)	\$25,000
	Cost-share	\$575,000
	WBIF Match	\$30,000
	Subtotal Capital Improvement Projects	\$710,000
Land & Water Treatment: Maintenance	Past projects maintenance/repair	\$70,000
	CIP construction oversight, maintenance/repair staff costs	\$35,000
	Subtotal Maintenance	\$105,000
Land & Water Treatment: Feasibility/Preliminary Studies	Preliminary design, technical assistance, and marketing for capital improvements (Dakota County SWCD)	\$40,000
	Preliminary design, technical assistance, and marketing for capital improvements	\$300,000
	Subtotal Feasibility/Preliminary Studies	\$340,000
Land & Water Treatment: Irrigation Audit and Cost Share Program	Irrigation cost-share	\$5,000
	Subtotal Irrigation Audit and Cost-Share	\$5,000
Land & Water Treatment: 2022-2025 CPL Grant East Lake Habitat	East Lake Habitat Improvement	\$3,200
	VRWJPO in-kind match	\$3,000
	Subtotal 2022-2025 CPL Grant East Lake Habitat	\$6,200
Land & Water Treatment: 2022 Clean Water Fund Competitive Grant (BWSR) Foxborough Park TSS Project	Foxborough Park TSS project	\$25,000
	VRWJPO Cash Match	\$1,500
	Subtotal CWF Competitive Grant Foxborough Park	\$26,500
Land & Water Treatment: 2022 Clean Water Fund Competitive Grant Ravenna	Ravenna Trail Ravine Stabilization	\$25,000
	VRWJPO Cash Match	\$2,500
	Subtotal CWF Competitive Grant Ravenna	\$27,500
	Middle Creek at Dodd Blvd Stream Restoration	\$20,000

Watershed Plan Category	Budget Items	Budget Amount
Land & Water Treatment: 2022-2025 WBIF Grant Middle Creek	VRWJPO in-kind	\$1,000
	Subtotal WBIF Grant Middle Creek	\$21,000
Land & Water Treatment: 2023 CWF Competitive Grant East Lake Fish Barrier	East Lake Fish Barrier & Rough Fish Removal	\$90,000
	VRWJPO Cash Match	\$37,500
	Subtotal CWF Competitive Grant East Lake	\$127,500
Land & Water Treatment: Wetland Bank	Wetland Bank Restoration Funds Reserve	\$189,800
	Subtotal Wetland Bank Restoration Funds	\$189,800
	Subtotal of Expenditures	\$2,308,360
	Cash Reserve	\$406,190
	TOTAL Annual Expenses	\$2,714,550

DRAFT

Appendix A: 2023 Resolutions of the Vermillion River Watershed Joint Powers Board

January 26, 2023

Resolution No. VRW 23-01: Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the December 1, 2022 Meeting
- c. Acceptance of Treasurer's Report
- d. Authorization to Execute a Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2023
- e. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2023

VRW 23-02: Approval of Expenses incurred between Nov. 14 and Dec. 31, 2022, totaling \$193,595.22

VRW 23-03: Authorization to execute a grant agreement with the Minnesota Board of Water & Soil Resources in an amount not to exceed \$300,000 for a Clean Water Fund grant to implement an electric fish barrier near East Lake

VRW 23-04: Authorization to execute a Joint Powers Agreement with the City of Lakeville for the East Lake electric fish barrier and rough fish removals project in an amount not to exceed \$337,500

March 23, 2023

VRW 23-05: Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the January 26, 2023 Meeting
- c. Acceptance of Treasurer's Report
- d. Delegation of a Limited Authority for Contracts and Purchase Agreements to the Vermillion River Watershed Joint Powers Organization Administrator and Co-administrator

VRW 23-06: Approval of Expenses incurred between Jan. 1 and March 14, totaling \$199,783.29

VRW 23-07: Appointment of Brad Blackett to the Vermillion River Watershed Planning Commission

VRW 23-08: Authorization of VRWJPO staff to begin update process for the 2026-2035 Vermillion River Watershed Management Plan

April 27, 2023

VRW 23-09: Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the March 23, 2023, Meeting
- c. Acceptance of Treasurer's Report

VRW 23-10: Approval of Expenses incurred between March 14 and April 14 totaling \$39,117.01

VRW 23-11: Approval of Amendments to 2023 VRWJPO Budget to bring budgeted total expenses to \$3,750,680 and total revenue to \$3,966,750, with a cash reserve of \$216,070.

VRW 23-12: Authorization to submit 2022 Annual Activity Report and Financial Statement to BWSR

VRW 23-13: Authorization to execute an amendment to the Joint Powers Agreement with the City of Rosemount for irrigation system audits and improvements

June 8, 2023 – Special Meeting

VRW 23-14: Approval of agenda for the special meeting

June 22, 2023

VRW 23-15: Approval of Consent Agenda as amended

- a. Approval of Agenda (including addition of Business Item 6e)
- b. Approval of Minutes from the April 27, 2023 Meeting and June 8, 2023 Special Meeting
- c. Acceptance of Treasurer’s Report

VRW 23-16: Approval of Expenses incurred from April 14-May 16, totaling \$41,968.78, and from May 17-June 12, totaling \$47,554.26

VRW 23-17: Appointment of Kevin Chamberlain to Vermillion River Watershed Planning Commission

VRW 23-18: Adoption of corrected 2023 VRWJPO budget

VRW 23-19: Recognition of outgoing Administrator Mark Zabel

July 27, 2023

VRW 23-20: Approval of Consent Agenda

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

VRW 23-21: Approval of Expenses incurred between June 13-July 14, totaling \$119,366.63

VRW 23-22: Authorization to execute a Joint Powers Agreement with the City of Rosemount for cost-share assistance on Public Works and Police Campus infiltration basins

VRW 23-23: Approval of Service Agreement for the VRWJPO Administrator

VRW 23-24: Schedule and public notice Special Meeting for Watershed Tour

August 24, 2023

VRW 23-25: Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the July 27, 2023 Meeting
- c. Acceptance of Treasurer’s Reports and Draft Fund Statements
- d. Authorization to Approve Drainage and Ravine Maintenance Easement for Ravenna Trail Ravines Stabilization Project

VRW 23-26: Approval of Expenses incurred from July 15-Aug. 14 totaling \$40,478.86

VRW 23-27: Closing of public hearing on the 2024 VRWJPO Draft Budget and Tax District Levy

VRW 23-28: Adoption of the 2024 VRWJPO Draft Budget and Tax District Levy

VRW 23-29: Schedule and Public Notice Oct. 12 Initial Planning Meeting to develop priorities and issues in the 2026-2035 Watershed Management Plan

VRW 23-30: Authorization to execute a contract with HKGi for VRW Management Plan Update stakeholder engagement and amend the 2023 VRWJPO Budget

October 26, 2023

VRW 23-31: Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the August 24, 2023, Meeting
- c. Acceptance of Treasurer's Reports and Draft Fund Statements

VRW 23-32: Approval of Expenses incurred between Aug. 15-Sept. 15, totaling \$93,704.87, and Sept. 16-Oct. 16, totaling \$56,839.16

December 7, 2023

VRW 23-33: Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the October 26, 2023, Meeting
- c. Acceptance of Treasurer's Reports and Draft Fund Statements
- d. Approval of VRWJPB Meeting Dates for 2024
- e. Authorization to Execute a Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2024
- f. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2024

VRW 23-34: Approval of Expenses incurred between Oct. 17-Nov. 14, totaling \$123,325.48

VRW 23-35: Adoption of VRWJPO 2024 Budget and Watershed Management Tax District Levy