Agenda: Vermillion River Watershed Joint Powers Board (VRWJPB) Meeting

Date and time:

April 23, 2026, 1 p.m., in-person at the Dakota County Extension and Conservation Center and virtually via Microsoft Teams

Some VRWJPB members may be participating in this meeting via interactive technology, in compliance with Minn. Stat. 13D.04.

1.	Call to Order		
2.	Roll Call		
3.	Audience Comments on Items Not on the Agenda *(please limit audience comments to five minutes)*		
4.	Approval of Agenda	Action	Page 1
5.	Approval of Minutes from the March 26, 2026, Meeting	Action	Page 3
6.	Consent Agenda	Action	Page 7
	a. Acceptance of Treasurer's Reports		
	b. Authorization to Submit the 2025 Vermillion River Watershed Joint Powers Organization Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources		
	c. Re-Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2026		
7.	Approval of Expenses	Action	Page 52
8.	Business Items		
	a. Authorization to Execute a Contract with McNamara Contracting, Inc. for the North Creek Channel and Culvert Improvements Project	Action	Page 53
	b. Authorization to Execute a Grant Agreement with the Minnesota Pollution Control Agency for FY26 Planning Grants for Stormwater, Wastewater, and Community Resilience for a Vermillion River Watershed Changing Climate and Stormwater Resiliency Study	Action	Page 59
	c. Authorization to Execute a Contract with Emmons and Olivier Resources Inc. for the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study	Action	Page 76
9.	Staff Reports		
10.	Adjourn	Action	

Please note, the April 23, 2026, Vermillion River Watershed Joint Powers Board meeting will take place **in-person** in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220th Street West, Farmington, Minnesota, and **online** via Microsoft Teams:

Join Meeting: https://teams.microsoft.com/meet/24517423981974?p=51DbVcXSzUnRxVcC2E

Meeting ID: 245 174 239 819 74
Passcode: 9Ax2Ke2V
Need help? | System reference
Dial in by phone
+1 651-273-3070,,390610534# United States, Hastings
Find a local number
Phone conference ID: 390 610 534#

Other Information

Next meeting date: May 28, 2026, at 1 p.m. *You will be notified if the meeting is cancelled due to an anticipated lack of quorum.*

Meeting Minutes: Vermillion River Watershed Joint Powers Board (JPB)

Date

Thursday, March 26, 2026, 1 p.m., in-person at the Dakota County Extension and Conservation Center, Farmington, MN, and virtual via Microsoft Teams

All votes were conducted by roll call in compliance with Minn. Stat. 13D.04 (Open Meeting Law).

JPB Members in Attendance

- Dakota County Commissioner Mike Slavik (virtual due to conflicting event)
- Dakota County Commissioner Mary Hamann-Roland (virtual due to conflicting event)
- Scott County Commissioner Tom Wolf

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

- Brad Blackett
- John Nicolai
- Sandy Weber

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

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

Others in Attendance

- Nikki Stewart, Environmental Resources Department Director, Dakota County (virtual)
- Joe Barten, Program Management Supervisor, Dakota County Soil and Water Conservation District (DCSWCD)
- Bruce Johnson, Board of Supervisors member, DCSWCD
- Brian Wisdorf, Assistant County Attorney and VRWJPO Legal Counsel, Dakota County (virtual)

Agenda

1. Call to Order

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

2. Roll Call

Commissioners Slavik, Hamann-Roland, and Wolf were present. Commissioner Hamann-Roland arrived late.

3. Audience Comments on Items Not on the Agenda

None.

4. Approval of Agenda

Res. No. VRW 26-10: Motion by Commissioner Slavik to approve the agenda, seconded by Commissioner Wolf. Motion carried on a 2-0 vote.

5. Approval of Minutes from the January 22, 2026, Meeting

Res. No. VRW 26-11: Motion by Commissioner

6. Approval of Consent Agenda

a. Acceptance of Treasurer's Reports
b. Adoption of Vermillion River Watershed Joint Powers Board Bylaws
c. Approval of Vermillion River Watershed Joint Powers Organization Consultant List for 2026-2027

Res. No. VRW 26-12: Motion by Commissioner Slavik to approve the consent agenda, seconded by Commissioner Wolf. Motion carried on a 2-0 vote.

7. Approval of Expenses

Travis Thiel presented the expenses from January 1-31, 2026, totaling $47,498.57; and the expenses from February 1-28, 2026, totaling $15,213.64.

Res. No. VRW 26-13: Motion by Commissioner Slavik to approve the expenses, seconded by Commissioner Wolf. Motion carried on a 2-0 vote.

8. Business Items

a. Authorization to Implement the Capital Improvement Partner Project Operation and Maintenance Grant Program

Jeff Dunn presented the Capital Improvement Partner Project Operation and Maintenance Grant Program (Program), for which the JPB has approved $30,000 in the 2026 VRWJPO budget. The Program will be administered via grant agreements with local government units (LGUs) to help cover operation and maintenance costs for water resource projects completed in partnership with the VRWJPO. Requests for reimbursement will be approved by the VRWJPO Administrator with the consent of the JPB.

Res. No. VRW 26-14: Motion by Commissioner Hamann-Roland to implement the Program, seconded by Commissioner Slavik. Motion carried on a 3-0 vote.

9. Staff Reports

Kelly Perrine

- The VRWJPO has been awarded a $200,549 Climate Resiliency Grant from the Minnesota Pollution Control Agency (MPCA) for a planned study on the effect of a changing climate on stormwater resilience in the watershed.

- The Minnesota Department of Health (MDH) released a fish consumption advisory for the entirety of the Vermillion River due to perfluoroalkyl substances (PFAS) found in fish tissue. It is advised that children under 15 years old and people who are pregnant or nursing or plan to become pregnant not eat any fish caught from the river. All other populations are advised to only eat one serving per month of fish of any species from the river. Staff plan to meet with Dakota County Public Health, MPCA, MDH, and the Minnesota Department of Natural Resources to get further insight on this problem.

Brita Moore-Kutz

- The VRWJPO Stewardship Grant program is up and running on the organization's website. A previous version of the grant did not produce the desired results, so staff revised it in conjunction with the 2026-2035 Watershed Management Plan update. It will be administered via grant agreements and focused on organizations looking to do on-the-ground work with strong community engagement elements. Commissioner Hamann-Roland said she would share it with the Apple Valley Eco Advocates group.

Travis Thiel

- The draft 2026-2035 Vermillion River Watershed Management Plan will be presented to the Minnesota Board of Water and Soil Resources Central Region Committee at their meeting on April 6, 2026. The committee is tasked with providing a recommendation to the full Board to approve the Plan for adoption.
- Staff discovered that there are differences between the VRWJPO Standards for wetland buffers and the ordinances of some LGUs within the watershed. This is due to a provision from the 2005-2015 Watershed Management Plan that if an LGU had a wetland management plan, the buffer requirements would be considered satisfactory until the next watershed plan update. This was not checked again in the 2016-2025 Plan development process, so some inconsistencies between LGU requirements and VRWJPO Standards have existed since then. For example, an LGU may have five categories of wetland classification, while the VRWJPO has four. Additionally, the State has changed its wetland assessment method, which is reflected in the 2026 VRWJPO Standards update. Staff will work with LGUs to resolve inconsistencies as the updated Standards come into effect.

10. Adjourn

Motion by Commissioner Slavik to adjourn the meeting, seconded by Commissioner Hamann-Roland. Motion carried on a 3-0 vote.

Next Meeting Date

Thursday, April 23, 2026, 1 p.m., at the Dakota County Extension and Conservation Center, Conference Room A, and via teleconference on Microsoft Teams.

Certification

Respectfully submitted by

Brita Moore-Kutz

Communications and Outreach Specialist, Vermillion River Watershed Joint Powers Organization

Attest

_____ _____

Commissioner Secretary/ Treasurer Date

2025 Vermillion River Watershed Joint Powers Organization

March 2026 Treasurer's Report					
Account Category	MTD Actuals	YTD Actuals	% Budget	Budget	Balance
41 – County Levies	0	292	0%	1,078,225	1,077,933
41002 – Dakota County Levy	0	0	0%	1,037,693	1,037,693
41031 – Scott County Levy	0	292	1%	40,532	40,240
43 – Investment Interest & Wetland Bank Revenue	17,164	29,623	20%	150,000	120,377
43099 - Misc Other Revenue	*0*	*0*	*0%*	*100,000*	*100,000*
43291 - Interest on Investments	*17,164*	*29,623*	*59%*	*50,000*	*20,377*
45 – Permit Revenue	0	0	0%	1,000	1,000
47 – Grant Revenue	0	0	0%	1,218,010	1,218,010
49 – Operations & CIP Fund Balance	0	0	0%	401,413	401,413
49495 - Use of Fund Balance (Operations)	*0*	*0*	*-*	*0*	*0*
49495 - Use of Fund Balance (CIP)	*0*	*0*	*0%*	*401,413*	*401,413*
Total Revenue	**17,164**	**29,915**	**1%**	**2,848,648**	**2,818,733**
53 – Salaries	*85,766*	*123,740*	*23%*	*545,000*	*421,260*
53001 - Dakota County Staff Time	*85,766*	*123,740*	*23%*	*530,000*	*406,260*
53039 - Scott County Staff Time	*0*	*0*	*0%*	*15,000*	*15,000*
53 – Dept/County Support	5,905	9,375	8%	123,985	114,610
53002 - Administrative & Consulting	*2,061*	*5,532*	*6%*	*97,885*	*92,353*
53004 - Legal	*3,843*	*3,843*	*15%*	*26,100*	*22,257*
54 – Travel & Training	*13*	*452*	8%	*5,440*	4,988
55 – Office Support	*41*	*926*	76%	*1,211*	285
57 – Operations & Programs	0	11,145	5%	212,264	201,119
57011 - Monitoring Direct Expenses	*0*	*0*	0%	*101,500*	101,500
57011 - Public Outreach Direct Expenses	*0*	*5,000*	6%	*80,024*	75,024
57011 - Feasibilty Direct Expenses	*0*	*0*	0%	*20,000*	20,000
57011- Other Direct Expenses	*0*	*6,145*	57%	*10,740*	4,595
59 – CIP	*12,101*	*20,901*	1%	*1,960,748*	1,939,847
Total Expenses	**103,826**	**166,538**	**6%**	**2,848,648**	**2,682,110**
VERMILLION RIVER WATERSHED Surplus/Deficit	**-86,662**	**-136,623**		**0**	**-136,623**

6b. Authorization to Submit the 2025 Vermillion River Watershed Joint Powers Organization Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources

Meeting Date: 4/23/2026
Item Type: Consent-Action
Contact: Brita Moore-Kutz
Telephone: 952-891-7967
Prepared by: Travis Thiel

Purpose/action requested

- Authorization to Submit the 2025 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 8410.0150, watershed management organizations must submit an activity report, financial statement, and audit report to BWSR within 120 days following the end of the preceding year. The draft 2025 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, likely in June 2026.

The 2025 Annual Activity Report and Financial Statement includes:

- A list of 2025 Vermillion River Watershed Joint Powers Board members, Community Advisory Committee members, Technical Advisory Committee stakeholders, and VRWJPO staff
- A summary of water quality monitoring data trends
- Recapitulation of outreach programs, education, and communication
- Descriptions of completed capital improvement projects and feasibility studies
- Updates relating to the development of the 2026-2035 Vermillion River Watershed Management Plan
- An overview of the VRWJPO's 2025 Work Plan
- An assessment of the annual budget
- Review of evaluation, regulation, and permit programs
- 2025 Board actions

The report must be submitted to BWSR on or before April 30, 2026. Staff requests the VRWJPB review the draft 2025 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: **Previous Board Action(s):**

Attachment A. DRAFT 2025 Annual Activity Report and Financial Statement

Resolution

6b. Authorization to Submit the 2025 Vermillion River Watershed Joint Powers Organization Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources

WHEREAS, Minnesota Rule 8410.0150 requires watershed management organizations to submit an annual activity report and financial statement to the Minnesota Board of Water and Soil Resources (BWSR) within 120 days following the end of the watershed management organization's fiscal year; and

WHEREAS, VRWJPO staff has prepared a draft 2025 Annual Activity Report and Financial Statement in compliance with Minnesota Rule 8410.0150 for review; and

WHEREAS, the draft 2025 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 2025 Annual Activity Report and Financial Statement to BWSR on or before April 30, 2026.



Vermillion River Watershed Joint Powers Organization 2025 Annual Activity Report, Financial Statement, and Measurable Outcomes

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.

April 2026

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Cover photo: A raingarden on the Hoffman family property in Rosemount implemented as part of the Dakota County Soil and Water Conservation District Landscaping for Clean Water program with funding from the VRWJPO, visited during the 2025 Vermillion River Watershed Tour (details on page 18).

Report prepared by staff of the Vermillion River Watershed Joint Powers Organization:

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

Contact:
4100 220th St. W. #103
Farmington, MN 55024
(952) 891-7000
vrwjpo@co.dakota.mn.us
www.vermillionriverwatershed.org

This report was approved by the Vermillion River Watershed Joint Powers Board and submitted to the Minnesota Board of Water and Soil Resources in April 2026. It satisfies the annual activity report requirement for watershed management organizations under Minnesota Rule 8410.0150.

Introduction

The indigenous Dakota people called the Vermillion River Wa Se Sa Wa Kpa, meaning Red Paint River, after bright red and orange ocher in outcrops of St. Peter sandstone near the river (such as Chimney Rock in Marshan Township). The color vermilion is a red-orange shade.

The river flows from its headwaters in New Market Township, across Dakota County, and merges into the Mississippi River near Red Wing. The Vermillion River Watershed, the area that drains to the river and connected water bodies, encompasses 335 square miles and 20 cities and townships in southeastern Scott County and central Dakota County. The Prairie Island Indian Community resides near the furthest downstream part of the river. Geographically, it is the largest watershed in the seven-county Twin Cities metro area.

The Vermillion River has four major tributaries – North Creek, Middle Creek, South Creek, and South Branch Vermillion River. About 51 stream miles of the river's mainstem and tributaries are designated trout streams by the Minnesota Department of Natural Resources (DNR), a rarity in a metropolitan area. It is the only major watershed in the country and in proximity to a metropolitan area to boast trophy trout populations. The watershed supports several recreational lakes – Lake Marion, East Lake, Long Lake, Farquar Lake, Alimagnet Lake, Lake Rebecca, and Lake Isabelle – and numerous parks and greenways. Residential and business communities in the watershed are growing rapidly; however, the majority of the land is zoned as agricultural.

Dakota and Scott counties signed a joint powers agreement (JPA) in 2002, establishing the VRWJPO in accordance with the Minnesota Metropolitan Surface Water Management Act (Minn. Stat. 103B.201). The counties jointly fund activities of the VRWJPO and are statutorily responsible for watershed management, with Dakota County acting as fiscal agent and providing several other services.

State statute requires each watershed management organization (WMO) and watershed district to follow a 10-year Watershed Management Plan (WMP) approved by the Minnesota Board of Water and Soil Resources (BWSR). The VRWJPO's 2025 activities were in accordance with the 2016-2025 WMP. The 2026-2035 Vermillion River WMP was adopted on April 22, 2026.

Administration and Operations

VRWJPO Governance & Personnel

In accordance with the establishing JPA, the VRWJPO has a three-member Joint Powers Board (JPB) made up of two Dakota County Commissioners and one Scott County Commissioner. A nine-member Community Advisory Committee (CAC) advises the JPB. Staff periodically consult a Technical Advisory Committee (TAC) for input on watershed activities.

Joint Powers Board

The JPB directs watershed administration, policy, budget, and implementation of the WMP. The JPB met eight times in 2025. Members included:

- Scott County Commissioner Tom Wolf (Chair)
- Dakota County Commissioner Bill Droste (Vice Chair)
- Dakota County Commissioner Mary Liz Holberg (Secretary-Treasurer)

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See the Appendix: 2025 Resolutions of the Vermillion River Watershed Joint Powers Board for all board actions taken.

Community Advisory Committee

CAC members are appointed by the JPB to advise on policy, programs, and other matters deemed necessary. The CAC is responsible for guiding the implementation of the WMP, annual work plans, and budget. In 2025, the CAC met four times. Members included:

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

Technical Advisory Committee

The TAC consists of local, regional, state, and other partners with expertise and interest in watershed activities. The group meets as needed to discuss emerging scientific, technical, and policy impacts on the VRWJPO. The TAC met twice in 2025, once to provide input on the Partner Project Maintenance Policy and once to provide feedback on revisions to the VRWJPO Standards in the 2026-2035 WMP.

Participating organizations include, but are not limited to:

- Cities and townships within the VRWJPO
- Dakota and Scott Counties
- Dakota and Scott Soil and Water Conservation Districts (SWCDs)
- Prairie Island Indian Community
- BWSR
- Minnesota Pollution Control Agency (MPCA)
- Minnesota Department of Agriculture (MDA)
- Minnesota Department of Health (MDH)
- Minnesota DNR
- Metropolitan Council
- Environmental groups (e.g. Friends of the Mississippi River)
- Outdoor recreation groups (e.g. Twin Cities Trout Unlimited)
- Agricultural groups

Staff

The VRWJPO is staffed with an Administrator employed by Dakota County and a Co-administrator employed by Scott County. Three other Dakota County employees report to the Administrator. Other County employees provide support as needed. The counties' SWCDs provide monitoring and technical assistance services for the VRWJPO. Administrative responsibilities of VRWJPO staff include (but are not limited to):

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- Staff training and supervision
- Coordinating and documenting public meetings, decisions, and directions
- Coordinating legal reviews
- Creating and managing budgets
- Developing work plans
- Managing contracts
- Reporting
- Seeking funding
- Development of purchase agreements for wetland bank credit sales

Legal Counsel

The Dakota and Scott County Attorney's Offices provide legal services to VRWJPO as needed or required by law.

Consultants

The VRWJPO regularly contracts with consultants for engineering and environmental professional services. The approved consultant list is updated every two years.

Table 1. 2024-2025 VRWJPO approved consultant list

Company	Address	City	State
Alliant Engineering, Inc.	733 Marquette Ave #700	Minneapolis	MN
Barr Engineering Company	4300 Market Pointe Drive, Ste. 200	Minneapolis	MN
Davey Resource Group	1196 7th St. E.	St. Paul	MN
Emmons & Olivier Resources, Inc.	1919 University Ave W, Ste. 300	St. Paul	MN
Geosyntec Consultants	270 S. Marquette Ave, Ste. 590	Minneapolis	MN
Inter-Fluve	1539 Grand Ave, Second Floor	St. Paul	MN
Midwest Wetland Improvements, LLC	PO Box 448	Victoria	MN
MNL	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	1 Carlson Pkwy N., Ste. 100	Plymouth	MN
Stonebrooke Engineering	12279 Nicollet Ave.	Burnsville	MN

Company	Address	City	State
WSB	701 Xenia Avenue South, Suite 300	Minneapolis	MN

Planning

Transition between Watershed Management Plans

The 2016-2025 Vermillion River WMP has expired. Much of the year was spent finalizing the 2026-2035 draft WMP's Implementation Table listing prioritized, targeted Actions to meet the measurable Goals and Objectives. Afterward, to facilitate adoption of the WMP by spring 2026, staff did the following:

- Held a required 60-day review and comment period on the draft WMP for state review agencies and local stakeholders determined by statute, from August 28 – October 28, 2025
- Wrote responses to each of the 10 respective commenting organizations, acknowledging or addressing all comments they submitted, which totaled 186
- Revised the draft WMP to incorporate suggested changes
- Scheduled a public hearing for January 22, 2026, on the revised draft WMP, in compliance with the rule that the hearing be no more than 14 days after the closure of the 60-day comment period
- Presented to and received a recommendation for approval by the BWSR Central Region Committee on April 6, 2026

Regulation

The 20 cities and townships in the VRWJPO each have their own land-use planning and zoning authority. They are responsible for implementing the VRWJPO Standards through local ordinances and permit programs. Eureka Township was the exception from 2017-2025, as the VRWJPO managed their permit program relating to erosion control and stormwater management.

Six permits were issued in Eureka Township with no variances in 2025. On November 11, 2025, the Eureka Township Board repealed a 2017 resolution which granted the VRWJPO permitting authority within the township. This means that with the adoption of the 2026-2035 WMP, the VRWJPO will no longer issue permits in Eureka Township.

The VRWJPO also provides comments on development plans or environmental documents affecting the watershed, such as the Alternative Urban Areawide Review (AUAR) process, and Wetland Conservation Act (WCA) applications. Communities may request assistance with project site reviews or regulatory concerns.

Standards Update

With the update of the WMP, staff deemed it prudent to also update the VRWJPO Standards, which had not changed since 2019. Feedback from stakeholders during the WMP Issue Identification phase suggested that any regulations and criteria that are overly complicated, unenforceable by the VRWJPO, or not pertinent to engineering design should be removed from the Standards.

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VRWJPO staff drafted revisions to the Standards and met with the TAC to discuss the proposed revisions. Their input was incorporated into the final draft of the revised Standards, Appendix D in the 2026-2035 WMP.

Inventory, Assessment, and Research

Monitoring, inventories, assessments, and research inform the VRWJPO and partners about what work needs to be done and demonstrate results from completed projects.

Monitoring

The Vermillion River Monitoring Network (VRMN) assesses water quality, quantity, and biological conditions in the Vermillion River Mainstem and tributaries. Staff from the Dakota County SWCD collect samples from the water between spring snowmelt (typically mid-March) and November 1 and continuously monitor water temperatures. In 2025, 211 unique water quality samples were analyzed, and fish monitoring sampled 1,370 fish. Monitoring data and trends from 2016-2025 are described in Appendix B of the 2026-2035 WMP.

Chemical Monitoring

Eight sites on the Vermillion River and tributaries serve as VRWJPO chemical and physical monitoring stations. A ninth station is located near the Vermillion Falls in Hastings, part of the Metropolitan Council's Watershed Outlet Monitoring Program (VRWOMP), that monitors river stage, stream discharge, temperature, and specific conductance. Samples are analyzed for compliance with State standards for the following:

Total Suspended Solids

State standard: 10 mg/L or lower for 2A streams; 30 mg/L or lower for 2B streams

Significance: Total suspended solids (TSS) are suspended particles in the water. Sources may include, but are not limited to, eroded soil, sediment, decaying vegetation, and algae.

- All stations' samples, except VR807's, met the standards during baseflow conditions.
- As expected, TSS concentrations were much higher during runoff and snowmelt events. VR804, NC801, NC808, and VRWOMP showed the greatest fluctuations.
- Over the 2016-2025 WMP, TSS concentrations improved in the six subwatersheds that host a monitoring station.

Total Phosphorus

State standard: 0.15 mg/L or lower

Significance: Excess total phosphorus (TP), an essential life element for plants, can lead to eutrophication and increased algae growth. High TP often correlates with areas lacking in stormwater runoff treatment.

- Samples generally met the standard at all stations in 2025, with some exceptions at runoff and snowmelt events.

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- Over the 2016-2025 WMP, stations NC801 and NC808, both on North Creek, and VR803 and VRWOMP, both in the Lower Mainstem subwatershed, showed improvement in TP concentrations. VR807 in the Middle Mainstem subwatershed held flat. VR24 near the headwaters had a strong spike in TP readings in 2024.

Nitrate

State standard: 10 mg/L or lower for 2A streams

Significance: Nitrate is a form of nitrogen that poses a risk to human health in high concentrations in drinking water. Elevated nitrate in groundwater is correlated with porous soils, artificial drainage, and agricultural chemical use.

- All samples collected in 2025 met the state standard.
- The station on the South Branch Vermillion River, SB802, has had the highest nitrate concentration since 2001. This is likely related to agricultural practices and soil conditions in these areas.
- Nitrate readings in the Lower Mainstem Vermillion River subwatershed, just downstream of the South Branch, have increased along with the South Branch's nitrate increases.

Dissolved Oxygen

State standard: 7 mg/L and above for class 2A (coldwater) reaches; 5 mg/L and above for class 2B (warmwater) reaches

Significance: Dissolved oxygen (DO) is a marker of a stream's habitability for sensitive fish species. The MPCA designates whether streams are class 2A or 2B.

- All stations met the standards for both 2A and 2B stream sites during baseflow conditions.
- Low DO concentrations after individual runoff events were found at several sites. The median runoff DO levels did not meet the standard at four 2A sites.
- Historically, the two North Creek stations have had the lowest recorded DO levels during baseflow. NC801 had the lowest individual reading in 2025.
- VR24, near the headwaters in Scott County, and VRWOMP, the lowest site in the watershed, had the highest DO variations of all sites during baseflow conditions. VR804 and VR807, Middle Mainstem sites in Farmington, had the greatest variations during runoff conditions.

Chloride

State standard: Impairment either if two or more samples exceed 230 mg/L over three years, or if one sample exceeds 860 mg/L

Significance: Chloride impairments can occur in surface water and groundwater due to winter de-icing salt overuse on concrete surfaces, water softeners, agricultural practices, or other activities. Chloride was added to the analysis suite in 2019 in response to growing concerns in the Twin Cities Metro Area.

- Monitoring was limited in 2025 with two samples collected during baseflow conditions, one sample following a runoff event, and two at snowmelt. 23 chloride samples were collected at the VRWOMP site in 2025.
- Sites on North Creek and South Creek, the most urbanized subwatersheds, have shown the highest levels of chloride in the watershed since monitoring began.

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Chlorophyll-a

State standard: 35 mg/L or lower

Significance: Chlorophyll-*a* is an indicator of nutrients (nitrogen or phosphorus, for examples) in surface water. This can come from algae. Chlorophyll-a was added to the analysis suite in 2019 due to its inclusion in the MPCA's water quality assessment process for rivers and streams.

- No 2025 samples exceeded the state standard.
- Not enough data to determine trend.

Escherichia coli

State standard: No more than 10 percent of samples in one month exceeding 126 most probable number (MPN) of organisms per 100 mL

Significance: Escherichia coli (*E. coli*) is an indicator for the general number 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 VRWJPO conducts *E. coli* tracing monitoring to inform potential source areas.

- VR24 in New Market Township has consistently had the highest concentration of *E. coli* of all VRMN stations since source monitoring began there in 2016. Annual geometric means at this location are consistently twice as high than all other monitoring stations. Levels peaked at VR24 in 2021, which was a drought year, and have been decreasing since that year.
- The other sites have been trending upward since 2002, even with a slight decrease in *E. coli* levels in 2024.
- In 2025, staff met to discuss the potential for Scott County staff to perform septic system compliance inspections within proximity to the VR24 monitoring station to rule out noncompliant systems as a source of elevated levels. Scott County staff determined that, without an observable system discharge visible from the river, a compliance inspection cannot be required.

Flow Rate Monitoring

Three agencies coordinate with the VRWJPO for measuring stream stage height and discharge:

- The VRWJPO provides cost share for the operation of the United States Geological Survey (USGS) Blaine Avenue gaging station near Empire, which has the longest continuous record of flow rates in the watershed. Real-time stage height and stream discharge data is available from the USGS station. This information can be accessed at https://waterdata.usgs.gov/mn/nwis/uv?site_no=05345000.
- The DNR manages stream gaging stations alongside the chemical monitoring stations in the VRWJPO. Additionally, one real-time stream gaging station is located in Lakeville, near the intersection of Dakota County Roads 23 and 78.
- The VRWOMP station near the Vermillion Falls in Hastings monitors stage height and stream discharge as well. Data from there can be accessed on the Metropolitan Council website.

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Biological Monitoring

For the duration of the 2016-2025 WMP, the VRWJPO followed the Biomonitoring Plan adopted in 2008, observing fish, macroinvertebrates, and aquatic habitat conditions. Biomonitoring took place at select sites each year, rotating sites monitored to have each site monitored every two or three years. Due to a variety of factors, biomonitoring activities are proposed to be scaled back in the 2026-2035 WMP.

Fish and Macroinvertebrates

The health of fish and macroinvertebrate communities are gauged by indexes of biological integrity (IBI). An IBI value below the threshold indicates impairment per the MPCA.

The VRWJPO sampled fish at four sites in September 2025. IBI thresholds and 2016-2025 trends for all stations are included in the table below (green = meets MPCA standard, red = does not meet standard):

Table 2. VRWJPO biomonitoring sites with their respective IBI thresholds, 2025 fish IBI scores, and trends.

Site	Stream Reach	IBI Threshold	2025 Score, if applicable	Trend since 2016
A02	South Creek	50		Improved
A03	South Creek	50		Worsened
A04	Upper Mainstem Vermillion River	55		Improved
A05	Middle Mainstem Vermillion River	50		Worsened
A06	Middle Mainstem	50		Steady
A07	North Creek	50		Steady
A08	Middle Mainstem	50		Worsened
A09	Middle Mainstem	50		Improved
A12	South Branch	50		Worsened
A13	Lower Mainstem Vermillion River	50		Improved
A14	Lower Mainstem	45	47.3	Improved
A15	Middle Creek	55	57.1	Worsened
13-1	Upper Mainstem	50	34.5	Worsened
13-2	South Creek	50		Steady
13-4	North Creek	50		Worsened
13-5	Middle Mainstem	50		Improved
14-1	Middle Creek	55	55.3	Improved

Site	Stream Reach	IBI Threshold	2025 Score, if applicable	Trend since 2016
14-2	North Creek	45		Improved

Aquatic macroinvertebrates are organisms that lack backbones, such as snails, mayflies, dragonflies, and beetles, that live on substrates within the water for parts of their life cycles. As of this report's publication, macroinvertebrate IBI scores for 2025 are not yet available. Scores at all sites varied widely throughout the 2016-2025 WMP.

Habitat

Habitat assessments were completed using the MPCA's Stream Habitat Assessment protocol to evaluate the biological integrity of stream reaches. Of six sites monitored in 2025, five scored "fair" (yellow) and one scored "good" (green).

Table 3. VRWJPO biomonitoring sites with 2025 habitat assessment scores and trends.

Site	Stream Reach	2025 Score, if applicable	Trend since 2016
A02	South Creek		Steady
A03	South Creek		Improving
A04	Upper Mainstem		Worsening
A05	Middle Mainstem	Fair	Steady
A06	Middle Mainstem		Improving
A07	North Creek		Worsening
A08	Middle Mainstem	Good	Steady
A09	Middle Mainstem		Steady
A12	South Branch	Fair	Steady
A13	Lower Mainstem		Improving
A14	Lower Mainstem	Fair	Steady
A15	Middle Creek	Fair	Improving
13-1	Upper Mainstem	Fair	Steady
13-2	South Creek		Steady
13-4	North Creek		Steady
13-5	Middle Mainstem		Steady

Site	Stream Reach	2025 Score, if applicable	Trend since 2016
14-1	Middle Creek		Improving
14-2	North Creek		Steady

Lake Monitoring

Lake water quality monitoring uses TP and Secchi transparency levels as water quality indicators. Decreasing phosphorus levels and increasing transparency levels are signs of improvement. Data is collected through the Metropolitan Council's Citizen-Assisted Monitoring Program (CAMP).

During the 2016-2025 WMP, CAMP regularly monitored Farquar, Long, Alimagnet, East, Marion, and Rebecca Lakes. The following table lists the overall trends for each lake from that time period.

Table 4. Lakes monitored by the CAMP in the Vermillion River Watershed and their water quality trends.

Lake	TP Trend	Secchi Transparency Trend
Alimagnet	Improving	Improving
East	Improving	Improving
Farquar	Improving	Improving
Long	Improving	Improving
Marion	Improving	Improving
Rebecca	Improving	Worsening

Assessments

Vermillion River Headwaters Subwatershed and Stream Habitat Assessment

The Upper Mainstem subwatershed, most of which is in Scott County, contains the headwaters of the Vermillion River and the land area that drains to the Upper Mainstem. More than 50% of the subwatershed is comprised of cultivated, hayed, or pastured land. The rest is a mixture of developed land in the City of Elko New Market, herbaceous/shrub/forested land, open water, and wetlands. Due to the prevalence of cultivated land, sediment, nitrate, and phosphorus loading are common across the landscape.

The VRWJPO directed the Scott SWCD to complete a subwatershed and stream habitat assessment to identify the most effective pollutant reduction BMPs in the headwaters area. The assessment was finished in 2025. It includes estimated costs, pollutant reductions, and suggested areas of implementation for BMPs such as:

- Water and sediment control basins
- Grassed waterways
- Filter strips
- Wetland restoration

- Native grasses

2016-2025 Results

While drafting Implementation Actions for the 2026-2035 WMP, staff reflected on the progress made during the 2016-2025 WMP. The following table lists estimated pollutant load reductions for TSS, TP, and nitrate, as well as volume reduction, for each subwatershed based on the projects completed.

Table 5. Pollutant load and volume reductions by subwatershed during the 2016-25 WMP.

Subwatershed	TSS Reduction (tons/yr)	TP Reduction (lbs/yr)	NO_3 Reduction (lbs/yr)	Volume Reduction (acre-ft/yr)
Upper Mainstem	531.38	486.97	926.4	6.01
South Creek	44.51	82.54	0*	29.2
North Creek	285.76	487.25	1,262	175.6
South Branch	912.32	450.72	13,925	0*
Middle Creek	367.21	374.8	0*	9.54
Middle Mainstem	136.58	60.5	0*	0*
Lower Mainstem	864.1	460.43	14.66	0*
Mississippi Direct	1,160.67	627.48	5,852	0*
Totals	**4,302.53**	**3,030.69**	**21,980.06**	**220.35**

*Pollutant and volume reductions were calculated based on project targets. Those cells denoted with "0" do not mean that a reduction was not achieved; rather, a reduction amount was not calculated as it was not the primary target reduction for a given project.



Figure 1. Minnesota Clean Water, Land, and Legacy Amendment logo.

The importance of Minnesota Clean Water, Land, and Legacy Amendment funding for projects completed in the 2016-2025 WMP cannot be overstated. Two of the four funds established by the 2008 voter-approved amendment, the Clean Water Fund and the Outdoor Heritage Fund, offer grants that have benefited the Vermillion River Watershed. These include Watershed-Based Implementation Funding (WBIF) grants, competitive Clean Water Fund grants, Accelerated Implementation grants, and Conservation Partners Legacy (CPL) grants.

Capital Improvement Program and Maintenance

Through their capital improvement program (CIP), the VRWJPO plans projects alongside local partners that align with WMP goals, address emerging issues from monitoring and assessments, and benefit local communities. Regular maintenance helps BMPs perform more efficiently. The following CIP and maintenance work was done in 2025.

East Lake Invasive Fish Barrier and Removals

East Lake, a shallow lake in Lakeville, is impaired for TP, a problem exacerbated by invasive common carp and goldfish digging for food in lake bottom sediments. These fish can make their way into the connected North Creek and disrupt ecosystems there. Earlier studies found that carp and goldfish biomass in East Lake had reached 192 lbs./acre, well above the 100 lbs./acre associated with negative water quality impacts.

The VRWJPO, in collaboration with the City of Lakeville and Dakota County, received a $300,000 competitive Clean Water Fund grant from the BWSR in 2023 to install a low-voltage electric barrier between East Lake and its connection with North Creek. Blocking invasive fish movement prevents introduction of additional fish populations and facilitates in-lake removals of invasive fish. The electric barrier began operating in spring 2024 and is turned on from March through November each year. Staff have observed fish being deterred, though not harmed, by the active barrier.

The partners' consultant removed approximately 9,600 lbs. of invasive carp and goldfish biomass over 2024 and 2025 via electrofishing and baited box nets. This reduced carp population to an estimated 67 lbs./acre and goldfish to an estimated 108 lbs./ac. Scientific calculations suggest that the total reduction in the invasive fish populations also could reduce TP loading in the lake by nearly 75 lbs./year. Monitoring of water quality and fish populations will continue, as will invasive fish removal efforts.

Some elected officials and local leaders visited the barrier during the 2025 Vermillion River Watershed Project Site Tour. *See Communications, Outreach, and Public Relations for more on the tour.*

Alimagnet Lake Alum Treatment

Alimagnet Lake, split between the Cities of Apple Valley and Burnsville and surrounded by city park land, is impaired for TP. This has resulted in algae blooms and poor water quality conditions affecting recreation. The VRWJPO and Cities completed projects in 2017 and 2019 that addressed phosphorus entering the lake externally. Now the focus has turned to internal load TP from lake bottom sediment.

The VRWJPO and Cities conducted a feasibility study in 2023 on the effectiveness of aluminum sulfate (alum) treatments to improve Alimagnet Lake's water quality. Alum chemically binds to phosphorus in the water column, forming a heavier particulate material (floc) that sinks to the bottom. This prevents phosphorus from being resuspended in the water column. With the information from the feasibility study, the VRWJPO applied for and received FY23 and FY25 competitive Clean Water Fund grants from the BWSR for alum treatments in Alimagnet Lake.

The treatments are being applied in two doses. The first was completed in fall 2024 and the second is planned for May 2026. Following treatments, the VRWJPO's consultant has monitored lake sediment conditions to inform dosing and quantify treatment effectiveness. Since the first treatment, physical and chemical monitoring of the lake has shown significant increases in water clarity and decreases in TP levels, enough for City of Burnsville staff to report that 2025 Alimagnet monitoring results were among the best ever recorded. The projected TP reduction (115 lbs./year) over 10-14 years would potentially allow the MPCA to remove Alimagnet Lake from the Minnesota Impaired Waters List.

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South Creek (Launch Park) Wetland Restoration

The VRWJPO has partnered with the City of Lakeville and Dakota County to begin construction on a 14-acre wetland restoration near an impaired reach of South Creek. In 2023, the City acquired a property previously in agricultural production in the Launch Park Development, adjacent to 220th Street and Galway Lane. They saw an opportunity to reduce TSS loading, attenuate runoff volume, and enhance aquatic life in South Creek. A tributary to South Creek runs through the project area.

The VRWJPO, Dakota County, and City hired a consultant to design the project and contractor who began construction of the wetland restoration in 2025. Completion is anticipated in spring 2026. The project will result in the enhancement of 6.18 acres of floodplain wetland and creation of 1.69 acres of wet meadow wetland.

SWCD Cost-Share

VRWJPO provides cost-share funding to the Dakota and Scott SWCDs to work with private landowners undertaking conservation projects that stabilize soil and reduce runoff pollution. These include, but are not limited to, cover crops, grassed waterways, native prairie restorations, and water and sediment control basins and are often on land in agricultural production. Factsheets for 2025 cost-share projects are available on the VRWJPO website.

Maintenance

Ravenna Trail Ravine Repair

In collaboration with Dakota County, the VRWJPO stabilized two severely eroded ravines with rock structures in Ravenna Township in 2023. The rip rap grade control structures and check dams installed were damaged resultant of heavy precipitation events. VRWJPO hired a consultant to add rip rap and minor grading adjustments, clear sediment traps, and seed and stabilize the areas in fall 2025.

Feasibility/Preliminary Engineering

North Creek Culvert Replacements

In 2024, the VRWJPO completed the preliminary design for two channel improvement projects along North Creek in the Cities of Empire (State Highway 3) and Farmington (Denali Way). The VRWJPO applied for a 2024 CPL Grant from the DNR and was awarded $864,155 in grant funds for these projects.

Currently, the project sites have perched culverts that disconnect aquatic habitats and are impassable for aquatic organisms. The creek is significantly over-widened in those areas due to erosion, with shallow depths and limited habitat, because the undersized culverts increase stream flow velocities even at baseflow and exacerbate streambank erosion.

VRWJPO and their engineering consultant finalized the project design, permits, and access agreements in 2025. Construction is planned for summer 2026.

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North Creek TSS Reduction at Firelight Way

The City of Lakeville completed a feasibility study on urban BMPs to reduce TSS loading in North Creek in 2024. During the FY24-25 WBIF process, the City and VRWJPO proposed installing a hydrodynamic separator (HDS) on Firelight Way, east of Greenridge Park, to reduce sediment transport in stormwater runoff from surrounding urbanized areas.

An HDS is a stormwater device that uses cyclonic forces to remove pollutants in stormwater runoff, namely TSS. It will be connected to the existing storm sewer system and can remove an average of 1,868 lbs. of TSS per year from stormwater. The VRWJPO has installed these types of devices at multiple project sites in recent years, including several in Lakeville.

The City's consultant completed preliminary design work in 2025. Construction work is slated for summer 2026.

15th St. and Bailly St. Infiltration Basin

The VRWJPO, in partnership with the City of Hastings and Dakota County, is working to systematically reduce TSS and TP reaching the Vermillion River. The intersection of 15th St. E. and Bailly St. is an older area near downtown Hastings with little to no stormwater treatment for its impervious surfaces, as it was developed before modern stormwater treatment requirements. This area discharges stormwater runoff into the lower Vermillion River, listed by the MPCA as impaired for TSS.

The partners will install an infiltration basin on City-owned property from its 43.4-acre drainage area, which is approximately 43 percent impervious surface, to remove TSS and TP from stormwater before it discharges into the Vermillion River. An infiltration basin is an earthen depression where stormwater is directed which can improve stormwater quality by filtering runoff using vegetation, filter soil media, and, if applicable, imported amended soils, into the underlying soils. Estimated pollutant reductions are up to 5,800 lbs./year of TSS and 9 lbs./year of TP.

Preliminary engineering design was completed in 2025, with construction planned for spring 2026. This project will be funded in part by a FY24-25 WBIF grant from the BWSR.

4th St. and Willow St. TSS Reduction

To alleviate TSS loading in the Vermillion River Mainstem, the VRWJPO, City of Farmington, and Dakota County have partnered to install a continuous deflection separator (CDS) at the intersection of 4th St. and Willow St. in Farmington. This area discharges stormwater runoff directly into a reach designated as trout stream by the DNR and is an older area with little to no stormwater treatment.

A CDS is a manufactured treatment device that uses cyclonic forces to remove pollutants in stormwater runoff, namely TSS. It will be connected to the existing storm sewer system, which outlets into the river and can remove an average of 0.50 tons/year of TSS from stormwater. The project will be funded in part by a FY24-25 WBIF grant from the BWSR.

The City hired a consultant in 2025 to complete feasibility level analysis and design for the project. With that done, construction is planned for summer 2026.

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Communications, Outreach, and Public Relations

Watershed Tour



Figure 2. VRWJPO Water Resources Engineer Jeff Dunn (yellow) explains the Foxborough Park stormwater improvement project to attendees of the Vermillion River Watershed Tour in September 2025.

About 30 people collaborating on conservation projects and practices attended a tour with the VRWJPO on Thursday, September 25, 2025. Attendees included:

- Dakota County Commissioners Mike Slavik, Bill Droste, and Mary Liz Holberg
- Scott County Commissioner Tom Wolf
- Rosemount Mayor Jeff Weisensel
- Lakeville City Councilmember Dan Wolter
- Lakeville Parks, Recreation, & Natural Resources Committee Member Mark Engler
- Vermillion River Watershed CAC members Josh Borton and Brad Blackett
- Scott SWCD Board Member Rob Casey
- Dakota County Deputy County Manager David McKnight, Assistant County Manager Georg Fischer, Environmental Resources Department Director Nikki Stewart, and other staff
- Scott County staff
- BWSR staff
- Dakota County SWCD staff
- Minnesota DNR staff
- MPCA staff
- Staff from the Cities of Lakeville and Rosemount

The group visited four project locations:

North Creek at Foxborough Park TSS Reduction Project

Much of the North Creek subwatershed was developed before stormwater regulations were implemented. Thus, many of its neighborhoods lack infrastructure to reduce flow rates or stormwater

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runoff pollution. A large portion of the stormwater runoff in this 220-acre subwatershed drains directly into North Creek. The City of Lakeville's Foxborough Park had the highest estimated pollutant loading area of all those evaluated. North Creek runs straight through the park.

To remedy this issue, the VRWJPO, Dakota County, and the City constructed a dry pond with a wet sedimentation forebay in Foxborough Park to treat local stormwater headed for North Creek. The forebay has a permanent pool to trap sand, debris, and sediment. A rock gabion wall and sand filter bench were constructed to trap smaller pollutants and remove phosphorus.

It is estimated that the project will reduce TSS loading by 18.4 tons/year and TP by 31.8 lbs./year, as well as improve in-stream habitats and provide stormwater flow rate and flood control to the area. The project was supported by a competitive Clean Water Fund grant from the BWSR and completed alongside North Creek stream stabilization efforts nearby.

East Lake Invasive Fish Barrier and Removals

See description in the Capital Improvement Program and Maintenance *section of this document.*

Stormwater Infiltration Basins at City of Rosemount Public Works and Police Campus

The City of Rosemount completed construction on a new Public Works and Police Campus in 2024. In the campus design, the City included two stormwater infiltration basins that exceeded the VRWJPO Standards' design requirements for runoff volume reduction. Seeking to maximize local partnerships, the City contacted the VRWJPO about cost-share opportunities. The VRWJPO provided $25,000 in cost-share funds.

The funds covered excavation, grading, soil amendments, plantings, and other ancillary costs associated with the work. Landscapers planted native plant species alongside the basins. Stormwater infiltration measures like this can reduce stormwater runoff pollution, reduce local flooding risk, and provide groundwater recharge.

Hoffman Landscaping for Clean Water Raingarden

While VRWJPO staff work with local governments to implement large-scale projects, SWCDs take the lead on direct landowner outreach. One way the Dakota SWCD does this is the Landscaping for Clean Water (LCW) Program, founded in 2009 to help Dakota County residents plant raingardens, native gardens, and shoreline restorations.

In LCW, people learn from Dakota SWCD staff how these gardens can benefit local water quality and wildlife habitat, then design gardens or shoreline restorations for their own yards. They can also apply for $400 grants for their projects, funding provided by Dakota County watershed management organizations (WMOs). Grantees receive on-site technical assistance from SWCD staff before, during, and after project installation. Completed projects include small interpretive signs, educating community members about the environmental benefits of LCW.

Rosemount resident Chris and Ashley Hoffman installed a 275-square-foot native plant raingarden at their home after completing LCW in 2024. Their garden as seen during the tour is pictured on the cover of this report.

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Community Outreach

Events

VRWJPO hosted tables at the following community events in 2025:

- Dakota County Fix-It Clinics: Apple Valley (February), Lakeville (June), Farmington (October)
- Dakota County Nitrate Testing Clinic, March
- Lakeville Earth Day Celebration and Watershed Cleanup, April
- Dakota County Take a Kid Fishing Day, June
- Hastings Party in the Park, July
- Dakota County Fair, August
- Our Water Our Future forum, November

Staff provided promotional items such as pencils and dog waste pickup bags, alongside information about watershed projects and programs.

International Coastal Cleanup Day

Twin Cities Trout Unlimited (TCTU) coordinated with VRWJPO and Dakota County Parks to hold a trash cleanup event along the Vermillion River on September 20, 2025. VRWJPO staff joined local community members at the cleanup. International Coastal Cleanup Day began more than 30 years ago with the goal of collecting and documenting the trash littering the coastline. As the headwaters state of the Mississippi River, Minnesota contributes to the condition of the river in every state along the way to the Gulf of Mexico. When people clean up along tributary rivers to the Mississippi, like the Vermillion, it benefits shorelines for thousands of miles.

Adopt-a-Drain and Metro Watershed Partners

VRWJPO joined the Adopt-a-Storm Drain program in 2019, adding a new community outreach tool to their programs. The year 2025 marked the seventh year of participation. How it works is that volunteers sign up online to adopt storm drains, committing to keeping drains clear of trash, dirt, leaves, grass clippings, de-icing salt, and any other debris. Participants may receive email reminders to clear their drains and track their impact.

Table 6. Adopt-a-Drain statistics for the VRWJPO in 2025 and cumulatively

New drains adopted in 2025	Total drains adopted, 2019-2025	Reported* debris picked up in 2025	Total reported debris picked up 2019-2025
392	961	6,306 lbs.	11,179 lbs.

**These numbers are based on what participants self-reported they picked up from their drains and tracked online.*

Adopt-a-Drain is included in VRWJPO's membership in Metro Watershed Partners, a coalition of Twin Cities-area watershed organizations, cities, counties, and interest groups providing water stewardship education to the public. It is led by the Hamline University Center for Global Environmental Education. VRWJPO Communications and Outreach Specialist Brita Moore-Kutz serves on the Metro Watershed Partners Steering Committee.

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Digital Media

The 2016-2025 WMP marked the advent of VRWJPO's digital presence. Staff opened a Facebook page, an Instagram account, and completed a fresh website design, while testing platforms for electronic newsletters. The rise of virtual meeting tools has grown opportunity for coordination and collaboration.

Website, Newsletter, and Social Media Engagement

The VRWJPO sends a quarterly email newsletter to interested people, maintains active accounts on Facebook and Instagram, and manages a website at www.vermillionriverwatershed.org. Below are engagement numbers from 2025:

- Email newsletter: 50% aggregate open rate
- Website: 14,694 user engagements, 29,509 page views
- Facebook: 452 followers, 13,905 post views, 903 engagements (reactions, comments, shares, clicks)
- Instagram: 640 followers, 9,673 post impressions, 360 engagements (likes, comments, shares, follows, saves)

LCW and Lawn Watering Wisdom Digital Marketing Campaign

The majority of Dakota County relies on groundwater for drinking, the same water pumped for irrigation. In 2021, the first of three consecutive years of drought, Dakota County used nearly 10 billion more gallons of groundwater than in 2019. Data from local government units show that the amount of water pumped during irrigation months (May-September) was up to four times that of all other months. Additionally, the public lacks awareness of conservation programs available in Dakota County. Because social media platforms prioritize paid advertisements, organic (unpaid) posts often have limited reach.

To narrow the awareness gap, Dakota County, Dakota SWCD, and four WMOs in the County partnered on a video marketing campaign on Facebook, Instagram, and YouTube to promote water conservation practices (Lawn Watering Wisdom, or LWW) and the LCW program. Partners were inspired by a 2021 humorous video series from a conservation district in Utah that led to a 769% increase in participants in the district's landscaping course. The VRWJPO received a Groundwater Protection Accelerated Implementation Grant from MDH for the campaign, funded by the Minnesota Clean Water Fund.

Partners hired a local communications and marketing agency to create geotargeted paid ads for LCW and LWW. Both adsets were targeted towards people aged 28-65+ in Dakota County ZIP codes who were interested in topics such as gardening, home improvement, outdoor activities, environmentalism, and do-it-yourself projects. The agency contracted with a local video production firm to shoot two professional two-minute videos, leveraging humor by portraying interactions between a suburban Dakota County family and their neighbor.

The videos were edited into shorter versions for Facebook and Instagram, with full versions on YouTube, and shared on the Dakota SWCD's channels. Partners shared the social media toolkits with Dakota County LGUs to encourage them to share campaign content on their respective pages.

For a full recapitulation of the campaign, read this final report.

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Landscaping for Clean Water



Figure 3. Screengrab of the Landscaping for Clean Water marketing video, featuring the hypothetical Dakota County family with large plants.

The first targeted video ad, focused on LCW, launched in February 2025, coinciding with the start of LCW classes, and ran through the end of May 2025.

- 151,422 people saw the ads.
- 357 people registered for the LCW introductory class during the campaign, up by 80 from 2024.
- Key messages included:
    - Lower maintenance requirements for native plants (once established) than non-native ones.
    - Lower cost of native plant gardens compared to non-natives.
    - Free LCW class and grant opportunity.
    - Environmental benefits of native plant raingardens to water quality and pollinator habitat.

Lawn Watering Wisdom

The second targeted ad, focused on LWW, ran from February through August 2025, hitting the highest-irrigation months. Viewers were directed to the Dakota County Water Wise Pledge.

- 142,323 people saw the ads.
- 427 people clicked on the link to the Water Wise Pledge. The campaign was optimized for video views rather than link clicks, so this amount was seen as positive.
- The summer of 2025 received much more precipitation than the drought years that motivated the campaign.
- Key messages included:
    - Achieving healthy lawns with less water.
    - Saving water and money over the summer.
    - Don't irrigate if it rains.
    - Check sprinklers for leaks and use smart irrigation system

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Education

Landscaping for Clean Water

Below are statistics for LCW in the Vermillion River Watershed.

Table 7. LCW projects implemented in the VRWJPO in 2025 and in total from 2016-2025

Project Type	Projects installed in 2025 in the VRWJPO
Raingardens	8
Native Gardens	9
Shoreline Plantings	1
2025 Total	18
Total 2016-2025	**156**

Lawns Re-Imagined

In 2024, VRWJPO, Dakota County, and Dakota SWCD piloted a new program called Lawns Re-Imagined. Looking to increase the use of a type of turfgrass that requires less water, fertilizer, and mowing, the partners held two workshops about the benefits of these lawn types, along with technical guidance for site preparation, seeding, and long-term maintenance. From there, landowners can apply to receive one-on-one assistance from SWCD staff and free seed to complete a fall seeding.

Eleven landowners completed Lawns Re-Imagined projects in 2025.

Dakota County SWCD Outdoor Education Days

Dakota SWCD hosts Outdoor Education Days each September on the prairie behind the Dakota County Fairgrounds, near an area of the South Branch Vermillion River sometimes called “Big Slough.” Over four days, around 800 fifth graders from Farmington, Lakeville, and Apple Valley rotated through five stations. VRWJPO staff managed the Water station, which teaches students about the finite amount of freshwater on Earth, the importance of the Vermillion River, and what they can do to keep water clean.

Vermillion River Watch

In 2025, the VRWJPO continued financial support of Dakota County SWCD’s work with educators and students to collect macroinvertebrates and habitat data from the Vermillion River, identify macroinvertebrates, and compare species type and abundance to biological metrics. This experience engages students in improving water resources and encourages them to consider related fields of study. Students from Rosemount High School participated in Vermillion River Watch in 2025.

Scott Clean Water Education Program (SCWEP)

SCWEP, led by Scott SWCD, educates Scott County residents using the theme of “Clean Water Starts with Me!” VRWJPO helps fund SCWEP, which holds educational workshops, classroom lessons for third

through eighth graders, and Outdoor Education Days, and submits informational articles to local publications.

Metro Children's Water Festival

Dakota County staff take a leadership role in the Metro Children's Water Festival planning and implementation. VRWJPO provided financial support for schools to participate in the event. More than 1,600 students attended in-person, with the virtual option remaining available for everyone.

Smart Salting and Turfgrass Trainings

The VRWJPO annually supports training for maintenance professionals on Smart Salting and turfgrass maintenance with financial contributions, event promotion, and staff time. The workshops are facilitated by the MPCA. In 2025, VRWJPO supported:

- One Smart Salting Sidewalks and Parking Lots certification workshop attended by 38 people

Financial Statement

Final Treasurer's Report for Calendar Year 2025

Table 8. 2025 VRWJPO revenues

Source	Amount
County levies	$1,028,878
Permits	$70
Grant revenue	$132,284
Investment earnings and wetland bank revenue	$252,279
Total Revenues	**$1,413,511**

Table 9. 2025 VRWJPO expenses

Category	Amount
Salaries	$500,035
Department/County Support	$77,494
Office Support	$2,468
Operations and Programs	$195,448
CIP	$437,477
Total Expenses	**$1,212,922**

2026 Budgeted Work Plan and Activities

Table 10. Budget categories, items, and projected costs for VRWJPO in 2026

Category	Item	Amount
Administration and Operations	Dakota County VRW staff	$227,000
	Scott County VRW staff	$15,000
	Legal support	$25,000
	Miscellaneous Expenses (per diems, mileage, postage, insurance, etc.)	$11,000
	Training, conferences, and certifications	$6,000
Planning	Dakota County SWCD Incentive Program Policy Assistance	$1,500
	VRW staff	$30,000
Inventory, Assessment, and Research	Monitoring	$100,000
	USGS and DNR Flow Gaging	$20,000
	VRW Staff	$20,000
	General GIS support (Dakota SWCD)	$1,500
	Equipment/Supplies	$1,000
	Enhanced Street Sweeping Assessment	$45,000
Communications, Outreach, and Public Relations	VRW staff	$108,000
	Dakota SWCD Outreach and Education	$40,000
	Scott SWCD Outreach and Education	$2,300
	Communication and Outreach Materials and Supplies	$7,500
	Local Standards/Ordinance and Turf/Salt Workshops	$2,500
	Metro Children's Water Festival Support	$600
	Metro Watershed Partners Membership	$5,000
	Stewardship Grant Program	$25,000

Category	Item	Amount
	Digital Accessibility Requirement Assessment and Improvements	$9,000
Regulation	VRW Staff – Permitting, Standards Assistance, Engineering/Environmental Review	$45,000
Feasibility and Preliminary Engineering	Preliminary design, technical assistance, and marketing for capital improvements (Dakota SWCD)	$20,000
	Preliminary design, technical assistance, and marketing for capital improvements (VRW Staff)	$40,000
	Preliminary design, technical assistance, and marketing for capital improvements (consulting)	$20,000
CIP and Maintenance - General	Cost-share programs in Dakota County (SWCD)	$60,000
	Cost-share programs in Scott County (SWCD)	$25,000
	VRWJPO general cost-share or miscellaneous cash match	$40,000
	Past projects maintenance/repair	$30,000
	VRW staff construction oversight and grant development and admin	$60,000
CIP and Maintenance - Projects	FY24 CWF Alimagnet Lake Alum Treatment (Phase 1)	$121,423
	Alimagnet Phase 1 VRWJPO cash match	$17,331
	FY25 CWF Alimagnet Lake Alum Treatment (Phase 2)	$52,000
	Alimagnet Phase 2 VRWJPO cash match	$5,500
	FY24-25 WBIF Lakeville Firelight Way TSS Reduction grant pass-through	$165,870
	Firelight Way VRWJPO cash match	$10,000
	FY24-25 WBIF Hastings 15th & Bailey TSS Reduction grant pass-through	$177,350
	15th and Bailey VRWJPO cash match	$111,000

Category	Item	Amount
	FY24-25 Farmington 4th & Willow TSS Reduction grant pass-through	$63,912
	VRWJPO cash match	$39,207
	FY25 CPL North Creek at Denali Way	$364,155
	Denali Way VRWJPO cash match	$25,000
	FY25 CPL North Creek at Highway 3	$500,000
	Highway 3 VRWJPO cash match	$25,000
	Apple Valley EVR-P55 Stormwater Pond Retrofit VRWJPO cost-share	$18,000
	Braun wetland bank credit sales	$100,000
	Subtotal of Expenditures	**$2,848,648**

DRAFT

Appendix: 2025 Resolutions of the Vermillion River Watershed Joint Powers Board

January 23, 2025

VRW 25-01: Approval of Agenda

VRW 25-02: Approval of Minutes from the December 5, 2024, Meeting

VRW 25-03: Approval of Consent Agenda

a. Acceptance of Treasurer's Report
b. Delegation of Authority to Administrator and Co-Administrator

VRW 25-04: Approval of Expenses

a. Expenses from November 1 – November 30, 2024, totaling $435,340.93
b. Expenses from December 1 – December 31, 2024, totaling $610,517.85

VRW 25-05: Consideration and Appointment of John Nicolai to the Vermillion River Watershed Community Advisory Committee

VRW 25-06: Authorization to Execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for FY25 Clean Water Fund Grant for Phase 2 of the Alimagnet Lake Alum Treatment Project

VRW 25-07: Authorization to Execute Two Conservation Partners Legacy Grant Agreements with the Minnesota Department of Natural Resources for North Creek Channel Improvement Projects in Empire and Farmington

April 24, 2025

VRW 25-08: Approval of Agenda

VRW 25-09: Approval of Minutes from the January 23, 2025, Meeting

VRW 25-10: Approval of Consent Agenda

a. Acceptance of Treasurer's Reports
b. Authorization to Submit the 2024 Vermillion River Watershed Joint Powers Organization Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources

VRW 25-11: Approval of Expenses

a. Final expense report for December 1 – December 31, 2024, totaling $72,448.74
b. Expenses for January 1 – January 31, 2025, totaling $43,864.17
c. Expenses for February 1 – February 28, 2025, totaling $42,818.20
d. Expenses for March 1 – March 31, 2025, totaling $53,339.95

VRW 25-12: Approval of Vermillion River Watershed Joint Powers Organization Community Advisory Committee Bylaws

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VRW 25-13: Authorization to Execute a Joint Powers Agreement with Dakota County for 2025 Legal Services

VRW 25-14: Approval of Proposed Amendments to the Vermillion River Watershed Joint Powers Organization 2025 Budget

VRW 25-15: Approval to Procure a Vermillion River Watershed Joint Powers Organization Insurance Policy from the Minnesota Counties Intergovernmental Trust

May 22, 2025

VRW 25-16: Approval of Agenda

VRW 25-17: Approval of Minutes from the April 24, 2025, Meeting

VRW 25-18: Approval of Consent Agenda

a. Acceptance of Treasurer's Report

VRW 25-19: Approval of Expenses from April 1-April 30, 2025, totaling $52,073.94

VRW 25-20: Approval of Vermillion River Watershed Joint Powers Organization Wetland Banking Policy

June 26, 2025

VRW 25-21: Approval of Agenda

VRW 25-22: Approval of Minutes from the May 22, 2025, Meeting

VRW 25-23: Approval of Consent Agenda

a. Acceptance of Treasurer's Report
b. Authorization to Insert Proposed Revisions to the VRWJPO Standards into the 2026-2035 Vermillion River Watershed Management Plan

VRW 25-24: Approval of Expenses from May 1-May 31, 2025, totaling $65,615.36

July 24, 2025

VRW 25-25: Approval of Agenda

VRW 25-26: Approval of Minutes from the June 26, 2025, Meeting

VRW 25-27: Approval of Consent Agenda

a. Acceptance of Treasurer's Report
b. Authorization to Schedule a Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization 2026 Budget and Watershed Management Tax District Levy

VRW 25-28: Approval of Expenses from June 1-June 30, 2025, totaling $51,630.47

DRAFT

August 28, 2025

VRW 25-29: Approval of Agenda

VRW 25-30: Approval of Minutes from the July 24, 2025, Meeting

VRW 25-31: Approval of Consent Agenda

a. Acceptance of Treasurer's Report

VRW 25-32: Approval of Expenses from July 1-July 31, 2025, totaling $133,238.43

VRW 25-33: Motion to Open Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization 2026 Budget and Watershed Management Tax District Levy

VRW 25-34: Motion to Close Public Hearing to Receive Comments on the Draft Vermillion River Watershed Joint Powers Organization 2026 Budget and Watershed Management Tax District Levy

VRW 25-35: Adoption of Draft Vermillion River Watershed Joint Powers Organization 2026 Budget and Watershed Management Tax District Levy

VRW 25-36: Authorization to Release the Draft 2026-2035 Vermillion River Watershed Management Plan for a 60-Day Review and Comment Period

September 25, 2025

VRW 25-37: Approval of Agenda

VRW 25-38: Approval of Minutes from the August 28, 2025, Meeting

VRW 25-39: Approval of Consent Agenda

a. Acceptance of Treasurer's Report
b. Authorization to Cancel the Wetland Bank Credit Partnership Agreement with the Minnesota Board of Water and Soil Resources for the Proposed Wetland Bank in Castle Rock Township

VRW 25-40: Approval of Expenses from August 1-August 31, 2025, totaling $78,972.58

VRW 25-41: Authorization to Execute a Joint Powers Agreement with Dakota County for an Enhanced Street Sweeping Program Assessment

VRW 25-42: Adoption of the Vermillion River Watershed Joint Powers Organization Capital Improvement Program Watershed Partner Project Maintenance and Repair Financial Assistance Policy

December 4, 2025

VRW 25-43: Approval of Agenda

VRW 25-44: Approval of Minutes from the September 25, 2025, Meeting

VRW 25-45: Approval of Consent Agenda

a. Acceptance of Treasurer's Reports

DRAFT

b. Approval of Dates for 2026 Vermillion River Watershed Joint Powers Board Meetings
c. Approval of Vermillion River Watershed Joint Powers Organization 2025 Budget Amendment
d. Authorization to Schedule a Public Hearing to Receive Comments on the Draft 2026-2035 Vermillion River Watershed Management Plan
e. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Construction and Maintenance of the Launch Park Wetland Restoration
f. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for the Lake Marion Phosphorus Treatment Project/Dakota County 50-19/Jaguar Pond Improvements
g. Authorization to Execute a Joint Powers Agreement with the Scott Soil and Water Conservation District for Services in 2026
h. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026-2027 Legal Services
i. Authorization to Execute a Joint Powers Agreement with Dakota County for 2026 Administration, Staffing, and Support Services

VRW 25-46: Approval of Expenses from September 1-September 30, 2025, totaling $60,765.73; and from October 1-October 31, 2025, totaling $124,989.18

VRW 25-47: Adoption of the VRWJPO Final 2026 Budget and Watershed Management Tax District Levy

VRW 25-48: Authorization to Provide Written Responses to Comments Submitted During Draft 2026-2035 Vermillion River Watershed Management Plan 60-Day Review

DRAFT

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

Meeting Date: 4/23/2026
Item Type: Consent-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel

Purpose/action requested

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

Summary

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

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

At their December 4, 2025, meeting, the Vermillion River Watershed Joint Powers Board authorized execution of the JPA with Scott SWCD for services in 2026. Upon distributing for signature and verification of insurance terms, it was discovered that Scott SWCD's insurance policy did not meet the insurance requirements established by Dakota County and the VRWJPO. Scott SWCD carries a policy through Minnesota Counties Intergovernmental Trust (MCIT) and is not able to obtain high enough coverages to meet Dakota County and VRWJPO standard insurance coverage requirements. Contract staff, legal counsel, and Dakota County Risk Management evaluated the risk based on what Scott SWCD can obtain and reduced the insurance requirements in the JPA to a level that Scott SWCD can meet. The JPA with the revised insurance requirements is included as Attachment A.

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

Explanation of fiscal/FTE impact

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

Supporting Documents:
Attachment A: JPA with Scott SWCD for Annual Services

Previous Board Action(s):
VRW 25-45; 12/04/25

RESOLUTION

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) re-authorizes its Chair to execute a Joint Powers Agreement with Scott SWCD in an amount not to exceed $26,700 as presented to the VRWJPB at its meeting on April 23, 2026; subject to approval by the Dakota County Attorney's Office as to form.

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

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

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

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

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

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

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

SECTION 1
PURPOSE

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

SECTION 2
PARTIES

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

SECTION 3
TERM

Notwithstanding the dates of execution by the Parties, this Agreement shall be effective from January 1, 2026 until December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

SECTION 4
COOPERATION

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

SECTION 5
SCOPE OF SERVICES AND PAYMENT

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

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

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

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

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

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

SECTION 6
GENERAL PROVISIONS

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

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

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

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

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

6.5 Insurance. At its own expense, the SWCD shall procure and maintain the following insurance coverage through a program of insurance or self-insurance:

i. Commercial General Liability coverage in the minimum amount of $500,000 on an occurrence basis.
ii. Commercial Auto Liability coverage in the minimum amount of $500,000 combined single limit.
iii. Professional Liability coverage in the minimum amount of $500,000 per occurrence and aggregate. Such insurance shall be maintained for at least one (1) year from Contract termination.
iv. An umbrella or Excess Liability Insurance policy may be used to supplement SWCD and/or SWCD's subcontractor(s) policy limits to satisfy the full policy limits required by this Agreement.
v. The tort liability amounts under Minnesota Statues Section 466.04 shall apply to the insurance limits.
vi. Workers Compensation in accordance with the statutory requirements under Chapter 176 of the State of Minnesota Statutes and Employer's Liability coverage in the minimum amount of $500,000.

The SWCD shall pay all retentions and deductibles under such policies of insurance. The SWCD will shall add the VRWJPO as an additional insured on its general liability and auto liability coverage policies, and require any subcontractor contemplated pursuant to Section 6.7 to add the VRWJPO as an additional insured on its insurance and require the minimum insurance requirements outlined above.

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

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

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

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

civil or military authority, and natural disasters.

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

The VRWJPO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stat. Ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

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

SECTION 7
AUTHORIZED REPRESENTATIVES AND LIAISONS

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

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

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

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

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

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

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

SECTION 8
TERMINATION

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

8.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of amounts due under this Agreement. Written Notice of Termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section. The VRWJPO is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9
MODIFICATIONS

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

SECTION 10
MINNESOTA LAW TO GOVERN

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

SECTION 11
FINAL AGREEMENT AND SEVERABILITY

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

SECTION 12
SURVIVORSHIP

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

[Remainder of page intentionally left blank]

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

SCOTT SOIL & WATER CONSERVATION DISTRICT

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

VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

By _____
Mike Slavik or successor,
Chair Date of Signature: _____

APPROVED AS TO FORM:

/s/ Brian J. Wisdorf 3/27/2026
Assistant County Attorney/Date

VRW Res. No. 25-45
County Attorney File No. KS-25-703

EXHIBIT 1
DRAFT 2026 SCOTT SWCD WORK PLAN AND BUDGET

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

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

STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

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

March 2026 Expense Report

The invoices submitted between February 1 and February 28, 2026
total: $15,213.64

The final invoices submitted between March 1 and March 31, 2026 total:

Invoice	Vendor		Amount
February	DC Staff Time	$	41,970.88
March	DC Staff Time	$	43,795.20
January	Legal Fees	$	1,401.92
February	Legal Fees	$	2,441.27
INV08755515	American Solutions c/o Spartan	$	41.10
23191497.01-10R	Barr Engineering	$	522.50
23191497.01-11	Barr Engineering	$	1,553.00
SIN008141	Moore Engineering	$	4,724.00
SIN008140	Moore Engineering	$	5,301.25
R-030811-000-2	WSB	$	2,041.50
T Thiel - Expense	Rosemount Meeting mileage	$	13.49
SWeber Pcard	Web Hosting Pad Web Domain	$	19.99
	TOTAL	**$**	**103,826.10**

Action Requested: Approval of all expenses as presented

8a. Authorization to Execute a Contract with McNamara Contracting, Inc. for the North Creek Channel and Culvert Improvement Projects at Highway 3 and Denali Way

Meeting Date: 4/23/26
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Jeff Dunn

Purpose/action requested

- Authorization to execute a construction contract with McNamara Contracting, Inc. for the North Creek Channel and Culvert Improvement Projects at Highway 3 and Denali Way

Summary

Previously completed Vermillion River Watershed Joint Powers Organization (VRWJPO) assessments and monitoring of North Creek at the Highway 3 and Denali Way channels indicated problematic conditions impacting water quality and habitat. Demonstrated problematic conditions include:

- Field access roads with perched and undersized culverts
- Overly high creek velocities in the undersized culverts
- Over-widened channels
- Lack of natural channel meandering
- Poor in-stream habitats and habitat connection
- Diminished fish populations near 195th Street, denoting a possible barrier to fish and aquatic organism migration

VRWJPO staff applied for and were awarded Conservation Partners Legacy (CPL) Grant funding in September 2024, with grant agreements executed by the VRWJPB in March 2025, for the North Creek improvements at Highway 3 and Denali Way (collectively referred to herein as the "Projects"). The funding will support the removal and replacement of undersized and perched culverts at field access roads with appropriately sized box culverts with cobbled bottoms to reduce flow velocities, improve floodplain connectivity, and restore aquatic organism passage. The Projects also include channel narrowing, restoration of natural meandering, stabilization of creek banks, and related construction activities including surveying, geotechnical evaluations, and construction management. The CPL grants provide up to $864,155 in total restoration funding for the Projects, including $500,000 for Highway 3 and $364,155 for Denali Way, and require a minimum 10 percent local match to be provided by the VRWJPO.

Later in 2025, development of the final engineering design documents, specifications, and engineer's estimate were completed by the VRWJPO's engineering consultant with a final engineer's estimate of $791,955 to construct the Projects. On February 24, 2026, the VRWJPO released a request for bids. Four bids were received from contractors on March 24, 2026. The lowest construction bid was received

from McNamara Contracting, Inc. for $514,355 to construct the Projects. The contractors' bid and engineer's bid award recommendation are provided in Attachment A.

Staff recommends the VRWJPB authorize the execution of a contract with McNamara Contracting, Inc. to complete the Projects in an amount not to exceed $514,355.

Explanation of fiscal/FTE impact

Up to $50,000 in grant match costs associated with the Projects are budgeted and will be paid through the Capital Improvement Projects and Maintenance Fund category.

Supporting Documents: **Previous Board Action(s):**

Attachment A – Bid tabulation and Engineers bid award recommendation

Resolution

8a. Authorization to Execute a Construction Contract with McNamara Contracting for North Creek Channel and Culvert Improvement Projects at Highway 3 and Denali Way

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) has identified problematic conditions along North Creek at Highway 3 in the City of Empire and Denali Way in the City of Farmington, including undersized and perched culverts, excessive flow velocities, over-widened channels, limited channel meandering, degraded in-stream habitat, and impaired fish and aquatic organism passage; and

WHEREAS, staff identified a means to address the issues leading to water quality and habitat degradations in North Creek through installation of appropriately sized box culverts and stream channel improvements at Highway 3 and Denali Way (Projects); and

WHEREAS, the VRWJPO applied for and was awarded Conservation Partners Legacy (CPL) grant funding, totaling up to $864,155 for the Projects; and

WHEREAS, grant agreements were executed by the VRWJPB to improve channel stability, restore natural stream function, enhance floodplain connectivity, and improve aquatic organism passage; and

WHEREAS, final engineering design, specifications, and cost estimates for the Projects included an engineer's estimate of $791,955 for construction; and

WHEREAS, the VRWJPO solicited competitive bids on February 24, 2026, for the Projects and received four bids on March 24, 2026, with the lowest responsive bid submitted by McNamara Contracting, Inc. in the amount of $514,355; and

WHEREAS, staff recommends awarding the construction contract to McNamara Contracting, Inc. based on the lowest bid and engineer's contract award recommendation; and

WHEREAS, that costs associated with this project shall be paid through the Capital Improvement Projects and Maintenance Fund category.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a contract with McNamara Contracting, Inc. in an amount not to exceed $514,355 to construct the Projects; subject to approval as to form by the Dakota County Attorney's Office.

March 25, 2026

Jeff Dunn, Water Resources Engineer
Vermillion River Watershed
4100 220th Street W, Suite 103
Farmington, MN 55024

RE: ***Recommendation of Award***
North Creek Culvert Improvements
Farmington, MN
Moore Project No. 23336

Chairman Slavik and Members of the Board,

On March 24, 2026, at 10:00 a.m., sealed bids were received for the North Creek Culvert Improvements project. A total of 4 bids were opened with bids ranging from $514,355.00 to $1,062,446.00 for Sections 1, 2, and 3.

We have reviewed the bids and have determined that the lowest responsible bid for all sections was from McNamara Contracting in the amount of $514,355.00. The Engineer's Estimate of Cost was $791,955.00 for all three sections. VRWJPO Staff applied for and received $864,000.00 in MnDNR Conservation Partners Legacy Grants. Therefore, we recommend that a contract be awarded to McNamara Contracting for all three sections.

Enclosed are the bid tabulation and Notice of Award for your consideration.

Please feel free to contact me with any questions or comments at 612-355-7726.

Sincerely,

Dan Elemes, PE
Water Resources Group Leader
2 Carlson Parkway N, Suite 110
Plymouth, MN 55447
Phone: 612-355-7726

Enclosures – as noted

moore engineering, inc.

BID TABULATION
North Creek Culvert Improvements at Denali Way
Vermillion River Watershed
Farmington, Minnesota
Project No. 23336
Bid Date: March 24, 2026

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	Engineer's Estimate		McNamara Contracting 16700 Chippendale Avenue Rosemount, MN 55068		Minger Construction Co. Inc. 620 Corporate Drive Jordan, MN 55352		MNL 8740 77th Street SE Otsego, MN 55362		Sunram Construction, Inc. 20010 75th Avenue N Corcoran, MN 55340	
					BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Section 1														
S1-01	12000	MOBILIZATION	LS	1	$5,000.00	$5,000.00	$7,800.00	$7,800.00	$5,560.00	$5,560.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00
S1-02	15000	TRAFFIC CONTROL	LS	1	$5,000.00	$5,000.00	$1,600.00	$1,600.00	$1,240.00	$1,240.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00
S1-03	33000	CAST IN PLACE CONCRETE CURB	LS	1	$10,000.00	$10,000.00	$4,960.00	$4,960.00	$10,950.00	$10,950.00	$2,500.00	$2,500.00	$8,600.00	$8,600.00
S1-04	311000	TREE CLEARING AND GRUBBING (APPROX. 0.02 ACRES)	LS	1	$3,500.00	$3,500.00	$4,100.00	$4,100.00	$11,050.00	$11,050.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00
S1-05	312319.13	WATER CONTROL	LS	1	$3,000.00	$3,000.00	$7,500.00	$7,500.00	$14,050.00	$14,050.00	$500.00	$500.00	$4,000.00	$4,000.00
S1-06	312500	EROSION CONTROL BLANKET - CATERGORY 20	SY	80	$5.00	$400.00	$3.00	$240.00	$23.50	$1,880.00	$3.00	$240.00	$3.00	$240.00
S1-07	329219	SEEDING - MNDOT MIX WET DITCH (WD)	SY	80	$25.00	$2,000.00	$1.70	$136.00	$3.50	$280.00	$5.00	$400.00	$32.00	$2,560.00
S1-08	329300	TREE	EA	3	$1,000.00	$3,000.00	$840.00	$2,520.00	$561.00	$1,683.00	$700.00	$2,100.00	$550.00	$1,650.00
					SECTION 1 TOTAL	**$31,900.00**		**$28,856.00**		**$46,693.00**		**$11,240.00**		**$27,050.00**
Section 2						$0.00								
S2-01	12000	MOBILIZATION	LS	1	$28,000.00	$28,000.00	$11,050.00	$11,050.00	$18,900.00	$18,900.00	$5,000.00	$5,000.00	$24,900.50	$24,900.50
S2-02	15000	TRAFFIC CONTROL	LS	1	$5,000.00	$5,000.00	$1,575.00	$1,575.00	$1,240.00	$1,240.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00
S2-03	24200	SALVAGE CULVERT (60" CSP)	LF	26	$35.00	$910.00	$44.00	$1,144.00	$48.00	$1,248.00	$200.00	$5,200.00	$35.00	$910.00
S2-04	311000	CLEARING AND GRUBBING (APPROX. 0.2 ACRES)	LS	1	$3,500.00	$3,500.00	$6,060.00	$6,060.00	$11,250.00	$11,250.00	$1,000.00	$1,000.00	$8,000.00	$8,000.00
S2-05	312213	STAGING AREA RESTORATION	EA	1	$5,000.00	$5,000.00	$4,870.00	$4,870.00	$2,600.00	$2,600.00	$500.00	$500.00	$2,700.00	$2,700.00
S2-06	312213	HAUL ROUTE RESTORATION	EA	1	$5,000.00	$5,000.00	$3,030.00	$3,030.00	$3,310.00	$3,310.00	$1,000.00	$1,000.00	$3,175.00	$3,175.00
S2-07	312300	COMMON EXCAVATION (CV) (P)	CY	450	$20.00	$9,000.00	$29.00	$13,050.00	$26.00	$11,700.00	$10.00	$4,500.00	$37.00	$16,650.00
S2-08	312319.13	WATER CONTROL	LS	1	$20,000.00	$20,000.00	$6,600.00	$6,600.00	$38,950.00	$38,950.00	$1,250.00	$1,250.00	$17,850.00	$17,850.00
S2-09	312500	INLET PROTECTION	EA	4	$200.00	$800.00	$156.00	$624.00	$129.00	$516.00	$280.00	$1,120.00	$150.00	$600.00
S2-10	312500	STABILIZED CONSTRUCTION ENTRANCE	EA	1	$2,500.00	$2,500.00	$1,600.00	$1,600.00	$500.00	$500.00	$1,500.00	$1,500.00	$800.00	$800.00
S2-11	312500	COIR LOG - 16"	LF	200	$25.00	$5,000.00	$13.00	$2,600.00	$19.00	$3,800.00	$40.00	$8,000.00	$37.00	$7,400.00
S2-12	312500	SILT FENCE (MS)	LF	100	$6.00	$600.00	$6.00	$600.00	$5.50	$550.00	$5.00	$500.00	$2.50	$250.00
S2-13	312500	FLOTATION SILT CURTAIN	LF	50	$20.00	$1,000.00	$16.50	$825.00	$18.00	$900.00	$15.00	$750.00	$25.00	$1,250.00
S2-14	312500	BRUSH MATTRESS	SY	140	$25.00	$3,500.00	$75.00	$10,500.00	$88.00	$12,320.00	$50.00	$7,000.00	$26.00	$3,640.00
S2-15	312500	EROSION CONTROL BLANKET - CATERGORY 20	SY	570	$3.00	$1,710.00	$2.00	$1,140.00	$15.00	$8,550.00	$3.00	$1,710.00	$2.50	$1,425.00
S2-16	313716.13	CLASS II RIPRAP	TON	210	$95.00	$19,950.00	$79.00	$16,590.00	$139.00	$29,190.00	$150.00	$31,500.00	$105.00	$22,050.00
S2-17	313716.13	VEGETATED CLASS II RIPRAP	LF	220	$60.00	$13,200.00	$69.00	$15,180.00	$92.00	$20,240.00	$170.00	$37,400.00	$87.00	$19,140.00
S2-18	321123	CLASS 5 AGGREGATE SURFACE	TON	65	$30.00	$1,950.00	$34.00	$2,210.00	$34.50	$2,242.50	$30.00	$1,950.00	$71.00	$4,615.00
S2-19	329219	SEEDING - MNDOT MIX WET DITCH (WD)	SY	570	$10.00	$5,700.00	$1.00	$570.00	$1.00	$570.00	$2.00	$1,140.00	$1.25	$712.50
S2-20	329300	SHRUB PLUGS	EA	140	$10.00	$1,400.00	$10.00	$1,400.00	$69.50	$9,730.00	$15.00	$2,100.00	$13.00	$1,820.00
S2-21	334213	12'x4' RC BOX CULVERT END SECTION	EA	4	$35,000.00	$140,000.00	$14,550.00	$58,200.00	$13,700.00	$54,800.00	$28,125.00	$112,500.00	$34,500.00	$138,000.00
S2-22	334213	12'x4' RC BOX CULVERT	LF	54	$2,600.00	$140,400.00	$1,800.00	$97,200.00	$1,760.00	$95,040.00	$4,300.00	$232,200.00	$4,310.00	$232,740.00
S2-23	310516	COARSE AGGREGATE FOUNDATION	CY	120	$20.00	$2,400.00	$35.00	$4,200.00	$66.00	$7,920.00	$100.00	$12,000.00	$72.00	$8,640.00
S2-24	24200	SALVAGE AND REINSTALL FENCE	LF	55	$25.00	$1,375.00	$36.00	$1,980.00	$11.50	$632.50	$30.00	$1,650.00	$35.00	$1,925.00
					SECTION 2 TOTAL	**$417,895.00**		**$262,798.00**		**$336,699.00**		**$472,970.00**		**$521,693.00**
Section 3						$0.00								
S3-01	12000	MOBILIZATION	LS	1	$22,000.00	$22,000.00	$13,500.00	$13,500.00	$16,600.00	$16,600.00	$5,000.00	$5,000.00	$24,500.50	$24,500.50
S3-02	15000	TRAFFIC CONTROL	LS	1	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$561.00	$561.00	$1,500.00	$1,500.00	$10,500.00	$10,500.00
S3-03	24200	REMOVE CULVERT (48" CSP)	LF	20	$25.00	$500.00	$40.00	$800.00	$21.00	$420.00	$150.00	$3,000.00	$45.00	$900.00
S3-04	312213	STAGING AREA RESTORATION	EA	1	$5,000.00	$5,000.00	$3,250.00	$3,250.00	$3,590.00	$3,590.00	$1,500.00	$1,500.00	$5,675.00	$5,675.00
S3-05	312213	HAUL ROUTE RESTORATION	EA	1	$10,000.00	$10,000.00	$6,030.00	$6,030.00	$15,900.00	$15,900.00	$1,500.00	$1,500.00	$5,700.00	$5,700.00
S3-06	312300	COMMON EXCAVATION (CV) (P)	CY	500	$20.00	$10,000.00	$16.00	$8,000.00	$26.00	$13,000.00	$10.00	$5,000.00	$37.00	$18,500.00
S3-07	312319.13	WATER CONTROL	LS	1	$20,000.00	$20,000.00	$4,000.00	$4,000.00	$38,500.00	$38,500.00	$1,500.00	$1,500.00	$17,900.00	$17,900.00
S3-08	312500	INLET PROTECTION	EA	7	$200.00	$1,400.00	$168.00	$1,176.00	$129.00	$903.00	$300.00	$2,100.00	$150.00	$1,050.00
S3-09	312500	STABILIZED CONSTRUCTION ENTRANCE	EA	1	$2,500.00	$2,500.00	$1,350.00	$1,350.00	$500.00	$500.00	$1,500.00	$1,500.00	$800.00	$800.00
S3-10	312500	COIR LOG - 16"	LF	400	$25.00	$10,000.00	$13.00	$5,200.00	$19.00	$7,600.00	$40.00	$16,000.00	$37.00	$14,800.00
S3-11	312500	SILT FENCE	LF	230	$6.00	$1,380.00	$6.00	$1,380.00	$6.50	$1,495.00	$5.00	$1,150.00	$2.50	$575.00
S3-12	312500	FLOTATION SILT CURTAIN	LF	60	$20.00	$1,200.00	$19.00	$1,140.00	$18.00	$1,080.00	$10.00	$600.00	$25.00	$1,500.00

[C]=CORRECTED AMOUNT

moore engineering, inc.

BID TABULATION
North Creek Culvert Improvements at Denali Way
Vermillion River Watershed
Farmington, Minnesota
Project No. 23336
Bid Date: March 24, 2026

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	Engineer's Estimate		McNamara Contracting 16700 Chippendale Avenue Rosemount, MN 55068		Minger Construction Co. Inc. 620 Corporate Drive Jordan, MN 55352		MNL 8740 77th Street SE Otsego, MN 55362		Sunram Construction, Inc. 20010 75th Avenue N Corcoran, MN 55340	
					BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
S3-13	312500	BRUSH MATTRESS	SY	375	$25.00	$9,375.00	$69.00	$25,875.00	$79.00	$29,625.00	$45.00	$16,875.00	$26.00	$9,750.00
S3-14	312500	EROSION CONTROL BLANKET - CATERGORY 20	SY	410	$3.00	$1,230.00	$2.00	$820.00	$15.00	$6,150.00	$3.00	$1,230.00	$2.50	$1,025.00
S3-15	313716.13	CLASS II RIPRAP	TON	135	$95.00	$12,825.00	$62.00	$8,370.00	$139.00	$18,765.00	$150.00	$20,250.00	$105.00	$14,175.00
S3-16	313717.13	VEGETATED CLASS II RIPRAP	LF	35	$60.00	$2,100.00	$225.00	$7,875.00	$92.00	$3,220.00	$170.00	$5,950.00	$87.00	$3,045.00
S3-17	321123	CLASS 5 AGGREGATE SURFACE	TON	80	$30.00	$2,400.00	$32.00	$2,560.00	$34.50	$2,760.00	$30.00	$2,400.00	$71.00	$5,680.00
S3-18	329219	SEEDING - MNDOT MIX WET DITCH (WD)	SY	410	$10.00	$4,100.00	$1.00	$410.00	$1.00	$410.00	$2.00	$820.00	$1.25	$512.50
S3-19	329300	SHRUB PLUGS	EA	375	$10.00	$3,750.00	$10.00	$3,750.00	$69.50	$26,062.50	$13.00	$4,875.00	$13.00	$4,875.00
S3-20	334213	6'x4' RC BOX CULVERT END SECTION	EA	2	$25,000.00	$50,000.00	$11,830.00	$23,660.00	$10,100.00	$20,200.00	$18,400.00	$36,800.00	$44,000.00	$88,000.00
S3-21	334213	8'x5' RC BOX CULVERT END SECTION	EA	2	$30,000.00	$60,000.00	$17,460.00	$34,920.00	$14,500.00	$29,000.00	$27,900.00	$55,800.00	$48,250.00	$96,500.00
S3-22	334213	6'x4' RC BOX CULVERT	LF	24	$2,000.00	$48,000.00	$1,130.00	$27,120.00	$1,460.00	$35,040.00	$2,480.00	$59,520.00	$3,500.00	$84,000.00
S3-23	334213	8'x5' RC BOX CULVERT	LF	24	$2,200.00	$52,800.00	$1,200.00	$28,800.00	$1,670.00	$40,080.00	$3,230.00	$77,520.00	$3,700.00	$88,800.00
S3-24	310516	COARSE AGGREGATE FOUNDATION	CY	85	$20.00	$1,700.00	$43.00	$3,655.00	$66.00	$5,610.00	$100.00	$8,500.00	$72.00	$6,120.00
S3-25	24200	TRAIL REPLACEMENT	LF	140	$35.00	$4,900.00	$54.00	$7,560.00	$50.00	$7,000.00	$58.00	$8,120.00	$63.00	$8,820.00
					SECTION 3 TOTAL	**$342,160.00**		**$222,701.00**		**$324,071.50**		**$339,010.00**		**$513,703.00**
					ALL SECTIONS TOTAL	***$791,955.00***		***$514,355.00***		***$707,463.50***		***$823,220.00***		***$1,062,446.00***

[C]=CORRECTED AMOUNT

8b. Authorization to Execute a Grant Agreement with the Minnesota Pollution Control Agency for FY26 Planning Grants for Stormwater, Wastewater, and Community Resilience for a Vermillion River Watershed Changing Climate and Stormwater Resiliency Study

Meeting Date: 4/23/2026
Item Type: Regular-Action
Contact: Kelly Perrine
Telephone: 952-891-7002
Prepared by: Kelly Perrine

Purpose/action requested

- Authorization to execute a grant agreement with the Minnesota Pollution Control Agency (MPCA) for the FY26 Planning Grants for Stormwater, Wastewater, and Community Resilience (SWC Grant) for a Vermillion River Watershed Changing Climate and Stormwater Resiliency Study (Study)

Summary

Datasets have demonstrated that the Vermillion River Watershed Joint Powers Organization (VRWJPO) is getting warmer and wetter, with greater annual precipitation amounts and more frequent high-intensity precipitation occurrences. During the 2023 legislative session, the State of Minnesota invested over $100 million in a Climate Resiliency and Water Infrastructure Grant Program for local and Tribal governments, with a portion of those funds intended for use by local communities to assess risks, identify options, and develop plans for resiliency of stormwater systems, wastewater systems, and overall community resilience to the impacts of climate change.

Seven cities in the VRWJPO are regulated by the MPCA's Municipal Separate Storm Sewer System (MS4) General Permit, including the cities of Apple Valley, Empire, Elko New Market, Farmington, Hastings, Lakeville and Rosemount (Partners). Due to increased precipitation intensities and their effects on local stormwater systems, Partners are routinely required to dedicate city budget, staffing costs, and rapid response measures to mitigate flooding impacts to residential neighborhoods, transportation infrastructure, businesses, and their associated impacts to water quality and environmental health. Without further planning and intervention, these issues will continue to be exacerbated, resulting in direct impacts to water resources in the VRWJPO.

Explanation of fiscal/FTE impact

The Grant will provide the VRWJPO up to $200,549 toward development of the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study. Local match will provide up to $100,000 to meet grant match requirements and make up for remaining estimated project costs.

Supporting Documents: **Previous Board Action(s):**

Attachment A: Grant Agreement - FY26 Planning Grants for Stormwater, Wastewater, and Community Resilience for a Changing Climate and Stormwater Resiliency Study

RESOLUTION

8b. Authorization to Execute a Grant Agreement with the Minnesota Pollution Control Agency for FY26 Planning Grants for Stormwater, Wastewater, and Community Resilience for a Changing Climate and Stormwater Resiliency Study

WHEREAS, datasets have demonstrated that the Vermillion River Watershed Joint Powers Organization is getting warmer and wetter, with greater annual precipitation amounts and more frequent high-intensity precipitation occurrences; and

WHEREAS, the State of Minnesota invested over $100 million in a Climate Resiliency and Water Infrastructure Grant Program, with a portion of those funds intended for use to assess risk, identify options, and develop plans for resiliency of stormwater systems, wastewater systems, and overall community resilience to the impacts of climate change; and

WHEREAS, cities in the VRWJPO and regulated by the Minnesota Pollution Control Agency's (MPCA's) Municipal Separate Storm Sewer System (MS4) General Permit are routinely required to dedicate budget, staffing costs, and rapid response measures to mitigate flooding impacts to residential neighborhoods, transportation infrastructure, businesses, and their associated impacts to water quality and environmental health; and

WHEREAS, without further planning and intervention, these issues will continue to be exacerbated, resulting in direct impacts to water resources in the VRWJPO; and

WHEREAS, the draft 2026-2035 Vermillion River Watershed Management Plan (WMP) identifies two high priority action items to support cities in mitigating impacts to water resources resultant of climate change; and

WHEREAS, staff administered a Request for Proposals (RFP) for a Vermillion River Watershed Changing Climate and Stormwater Resiliency Study (Study), received six competitive proposals, developed a subsequent grant application to support the Study, and submitted it for funding consideration using the MPCA's FY26 Planning Grants for Stormwater, Wastewater, and Community Resilience (SWC Grant); and

WHEREAS, staff were notified that the MPCA selected the Study for funding using the SWC Grant.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby authorizes its Chair to execute a Grant Agreement with the MPCA for the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study not to exceed $200,549 as presented to the Vermillion River Watershed Joint Powers Board at its meeting on April 23, 2026; subject to approval by the Dakota County Attorney's Office as to form.

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

SWIFT Contract Number: 288380
AI: 194052
Activity ID: PRO20260001

This Grant Contract Agreement is between the state of Minnesota, acting through its Department of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA" or "State"), and **Vermillion River Watershed Joint Powers Organization**, 4100 220th Street West, Farmington, MN 55024 ("Grantee").

Recitals

1. Under Minnesota Statutes § 116.03, Subd. 2, the State is empowered to enter into this grant.

2. The State is in need of the **Vermillion River Watershed Changing Climate and Stormwater Resiliency Study** ("project").

3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 **Effective date: April 15, 2026**, or the date the State obtains all required signatures, whichever is later. Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 **Expiration date: June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantees Duties

The parties will perform the services outlined in **Attachment A**, which is attached and incorporated into this agreement.

3. Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Grantees Duties" within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement. Grantee certifies they will provide no less than 10% (ten percent) of the grant award amount as cash match or in-kind services, using non-MPCA funds and/or resources.

The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed **$200,549.00 (Two Hundred Thousand Five Hundred Forty-Nine Dollars and Zero Cents)**, which shall be paid in accordance with the terms outlined in **Attachment A**, which is attached and incorporated into this Grant Contract Agreement.

4.2 **Administrative Costs.** Grantee administrative costs must be necessary and reasonable.

4.3 **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement Will not exceed amount specified in **Attachment A**. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses 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.

4.4 **Invoices.**

Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule: **Quarterly or At Least Bi-Annually.**

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is required no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract Number
- Invoicing period (actual working period)

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- Consultant costs (invoices may be requested)
- Time breakdown of invoice (amount billed to date for work, including itemization of actual hourly rates)
- Itemized per diem expenses (receipts may be requested to be submitted with invoice)
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

(a) The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this Grant Contract Agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

4.5 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.

5. Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

6.1 The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7. Authorized Representative

7.1 The State's Authorized Representative/Project Manager is **Aimee Duchene**, 714 Lake Avenue Plaza Suite 200 Detroit Lakes, MN 56501, 218-846-8133, aimee.duchene@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is **Kelly Perrine**, 4100 220th Street West, Farmington, MN 55024, 952-891-7002, Kelly.perrine@co.dakota.mn.us, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the State.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

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8. Assignment, Amendments, Change Orders, Waiver, and Grant Contract Agreement Complete

8.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 **Amendments.** Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement, or their successors in office.

8.3 **Change Orders**. If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Grant Contract Agreement, or cause an extension of the term of this Grant Contract Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative in **advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

8.4 **Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or the State's right to enforce it.

8.5 **Grant Contract Agreement complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9. Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11. State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract 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.

12. Government Data Practices and Intellectual Property Rights

12.1 **Government data practices**. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data provided by the State under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 **Intellectual property rights**

(a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant Contract Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this Grant Contract Agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) **Obligations.**

(1) **Notification**. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.

(2) **Representation**. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and

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hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

(3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this Grant Contract Agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

13. Workers' Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents 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 the State's obligation or responsibility.

14. Governing Law, Jurisdiction, and Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 **Termination by the State.**

A. **Without Cause.** The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. **With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 **Termination by The Commissioner of Administration.**

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 **Termination for insufficient funding**.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or, if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16. Publicity and Endorsement

16.1 **Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to; websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17. Data Disclosure

Under Minnesota Statutes § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18. Reporting Requirements

Final Report. Status updates provided as part of invoice submissions will serve as ongoing, and at a minimum, annual progress reports. By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional/corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

Attachments

The following Attachments are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Attachments, or between Attachments, the

order of precedence is first the Grant Contract Agreement, and then in the following order:
Attachment A

Signatures

Title	Name	Signature	Date

DRAFT

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Attachment A
Project Workplan and Budget

SWIFT Contract Number: 288380
AI: 194052
Activity ID: PRO20260001

Project Title: Vermillion River Watershed Changing Climate and Stormwater Resiliency Study

1. Project Management contacts

Organization : Vermillion River Watershed Joint Powers Organization
Project Manager: Kelly Perrine
Address: 4100 220th Street West
Farmington, MN 55024
Phone: 952-891-7002
E-mail: Kelly.perrine@co.dakota.mn.us

Minnesota Pollution Control Agency (MPCA):
MPCA Project Manager

Name: Aimee Duchene
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Detroit Lakes, MN 56501
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Project summary:

The purpose of the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study (Project) is to update hydrologic and hydraulic (H&H) models for seven cities regulated by the Minnesota Pollution Control Agency's (MPCA's) Municipal Separate Storm Sewer System (MS4) General Permit to reflect the new authoritative National Precipitation Frequency Atlas, incorporating information from climate models and observed precipitation changes to site prioritized best management practices (BMPs) that will address flood impacts to communities negatively affected by climate change.

Goal statement: The Project seeks to achieve four primary goals for the Vermillion River Watershed Joint Powers Organization (VRWJPO) and seven of its MS4 regulated cities to mitigate current and future threats to public and environmental health and safety due to flooding resultant of climate change: Goal 1 - Evaluate current and future flooding and extreme weather precipitation events and their impacts on infrastructure, natural resources, and communities within the Vermillion River Watershed (VRW); Goal 2 - Identify traditional and innovative flood resilient structural and non-structural stormwater BMPs to mitigate flood impacts and to support sustainable stormwater and wastewater management while protecting community assets and providing co-benefits to water quality and habitat; Goal 3 – Provide datasets, exhibits, tables, and narratives that are accessible and able to be incorporated into existing city stormwater models, surface water management plans (SWMPs), and capital improvement plans (CIPs), and used to leverage future funding for BMP implementation; Goal 4 – Develop concept level project designs that will be used to schedule, budget for, and implement projects identified in the in the 2026 – 2035 Vermillion River Watershed Management Plan (WMP).

Project deliverables:

- An interactive web-mapping tool displaying projected flood elevations, locations and linked concept-level design of 30 prioritized BMPs, model outputs for Atlas 15 Volume 1 and 2 rain events (2-year, 10-year, 25-year, 50-year, and 100-year events), and supporting Geographic Information System (GIS) data layers.
- Estimated construction costs, long-term maintenance costs, life-cycle replacement needs, and hydrologic and/or water quality benefits of all proposed BMPs.
- A matrix of traditional cost-benefit analyses including cost per cubic foot of flood volume reduction, cost per pound of total suspended solids (TSS) reduction, and cost per pound of total phosphorus reduction (TP);
- A matrix of additional considerations for prioritization of BMPs including land ownership, BMP feasibility, projected flood impacts, local planning priorities, and co-benefits relating to environmental justice communities, wildlife habitat, and urban cooling.
- Conceptual level design sets for 30 BMPs.
- 3D renderings for up to 10 additional higher level design BMPs for use in community engagement for future BMP implementation.
- Relevant maps, tables, exhibits, supporting narratives, and process descriptions compiling all findings of Tasks 1-7 as a final VRW Changing Climate and Stormwater Resiliency Study report.
- All final H&H PCSWMM models.

Workplan

Objective 1: Data Compilation.

Task 1: Project Kick-off and Initiation with VRWJPO and Cities.

Subtask 1a: One-hour virtual kick-off meeting with VRWJPO staff as well as water resources and/or engineering staff from the cities of Apple Valley, Empire, Elko New Market, Farmington, Hastings, Lakeville, and Rosemount (Partners). Purposes of the meeting include: communicating goals of the Project (although Partners have already been provided copies of the Request for Proposal, the accepted our selected consultant's (EOR) proposal including the scope of work, and have provided feedback on how deliverables will be used in their local jurisdictions); discussing data sharing logistics; outlining roles and responsibilities of EOR, VRWJPO and Partner staff; presenting the Project timeline; and welcoming questions and feedback. Deliverables will include the meeting agenda and minutes.

Subtask 1b: Acquire and Compile Data.
VRWJPO and EOR staff will work with Partners to compile data that will be incorporated into a unified interactive GIS web-mapping tool that will become the main reference for integrating previous city XP-SWMM and PCSWMM models. At a minimum, data to be compiled includes: partner stormwater infrastructure datasets (e.g. catchment and drainage delineations, existing drainage structures and catchments); GIS data (e.g. current land use and impervious surfaces, soils, waterbody and water courses, recent LiDAR-derived elevation data, and locations of environmental justice communities); Dakota County provided floodplain designation information from the 2011 HEC-RAS model; Scott County provided floodplain designation information from the 2018 HEC-RAS model; partner-specific flooding areas of concern; BMPs that may already be identified in city SWMPs or CIPs and/or the VRWJPO WMP; existing subwatershed studies; previous VRWJPO PCSWMM and XP-SWMM models (effective dates of 2009, 2015, and 2020); and Partner H&H models. EOR staff will meet directly with city staff and their consulting H&H model engineers in additional meetings (Subtask 1e) to ensure data sharing is accomplished efficiently and successfully. The deliverables will be a well-organized dataset package as well as an excel spreadsheet of all data compiled.

Subtask 1c: Review 2020 PCSWMM Model and 2009 and 2015 XP-SWMM Models.
EOR staff will review the aforementioned models, converting key elements such as catchment boundaries and system layouts into GIS datasets so that they can be compared directly. Deliverables include a clear understanding of what information is available, what may be missing, and what to expect in terms of model

accuracy moving into next tasks.

Subtask 1d: Additional Virtual Meetings with Cities.
EOR staff will meet directly with Partner staff and their consulting H&H model engineers in additional meetings to ensure data sharing is accomplished efficiently and successfully. Representatives from one to two cities as well as their consulting engineer that maintains their current H&H model will be present within each meeting (for a total of up to 4 meetings, allowing participation of 1-2 Partners per meeting to discuss Partner specific sharing logistics). EOR staff will detail steps required to transfer models to EOR to update and model projected precipitation events with Atlas 15 datasets. Deliverables include meeting agendas and minutes.

Subtask 1e: Review Municipal H&H Models.
EOR staff will review the 2018 Apple Valley H&H model, 2013 Elko New Market H&H model, 2017 City of Empire H&H model, 2018 City of Farmington H&H model, 2018 City of Hastings H&H model, 2018 City of Lakeville model, and 2018 City of Rosemount H&H model. Each Partner model will be compared to the 2020 PCSWMM model to determine whether updates require a full transformation from Partner models to the 2020 model. A full transformation will involve deleting the corresponding portion in the 2020 model, importing the Partners' updated model sections, and reconnecting them at the boundaries. If the updates are smaller, such as only incorporating added storm sewer, revised catchments, and/or impervious surfaces, EOR will incorporate those elements directly into the 2020 model. Deliverables include an understanding of processes needed to align individual Partner H&H models into a singular model representative of Partners' 2026 land use.

Objective 2: Evaluation of Existing Watershed Conditions .

Task 2: Update Existing VRWJPO H&H Model.

Subtask 2a: EOR will use the deliverables of Task 1 to fill any data gaps using Partner datasets, as-builts, stormwater management plans, and/or information provided directly by each Partner. The latest LiDAR data, along with updated land use information, will be reviewed to determine whether hydrologic parameters should be updated. As part of this work, EOR will prepare detailed listings and comparisons of all subcatchments where changes are applied. The model will also be updated to include all developments constructed since 2020 using as-built drawings, stormwater management plans, or permits. EOR will maintain detailed records of all updates to ensure clear documentation of subtask directive and accomplishments. Deliverables include an updated H&H model incorporating datasets from seven MS4 regulated cities to reflect development that has taken place since previous models were created.

Subtask 2b: Simulation and Validation of Model Using Atlas 15 Volume 1 Datasets
Once updates are complete, EOR will run the model using the same rainfall distribution applied in the 2020 model, and check results to confirm that all modifications were incorporated correctly. To validate the modeling, a continuous simulation will be run and compared with available streamflow gauge records at two to five stations (e.g. Vermillion River at Lakeville, CR23, Vermillion River near Empire, MN). EOR will generate precipitation distributions for the 2-, 10-, 25-, 50-, and 100-year return periods using the National Oceanic and Atmospheric Administration's (NOAA's) Atlas 15 Volume 1 dataset, then run the model for these rainfall events. Deliverables include validation of model accuracy and an updated H&H model incorporating Atlas 15 Volume 1 datasets, incorporating changing precipitation patterns and intensities under current watershed conditions resultant of climate change.

Subtask 2c: Evaluation of Existing Conditions
A preliminary 100-year floodplain map will be generated with updated high-water levels. This map will be compared with Dakota County and Scott County's floodplain maps to identify areas of overlap and areas where results differ. These comparisons will identify high-risk locations or places where older mapping may not reflect current drainage conditions. Model results and floodplain extents will be used to assess flooded structures, at-risk structures within fifteen feet of the flood footprint, locations with road overtopping (including frequency, depth, and duration), and areas with structure or street flooding. An impact assessment will take place, where EOR will review a list of datasets including: Infrastructure (road flooding, culvert flooding, and impacts to

hospitals, police stations, emergency services, electrical substations, schools, churches, and emergency routes); Social (flooding impacting environmental justice communities, residential structures, emergency response areas, parks, and trails); and Environmental (flooding in areas with high pollution sensitivity, wellhead protection areas, contaminated sites, impaired waters, groundwater dependent natural areas, erosion-prone soils, and Biological Survey Sites of Biodiversity Significance). Deliverables include a preliminary 100-year floodplain map; identification of primary high-risk locations under existing conditions; and assessment of impacts to many locations according to Infrastructure, Social, and Environmental categories.

Subtask 2d: Project Check-In Meeting with VRWJPO Project Manager (PM)
A virtual check-in meeting with the VRWJPO PM to review deliverables will take place. The deliverables will include maps, tables, and narratives describing the existing drainage landscape, modeled stormwater infrastructure, updated flood hazard areas, and the Atlas 15 Volume 1 rainfall summary. The updated model and all associated datasets will also be provided. Meeting agenda and minutes will be provided as well.

Objective 3: Projection of Future Hydrologic Impacts.

Task 3: Simulation with Projected Precipitation Using Atlas 15 Volume 2 Datasets.

Subtask 3a: The goal of this subtask is to understand how future precipitation patterns may alter flooding conditions across the VRWJPO Partner communities, including how flood extents, high-water levels, and flood-sensitive areas may shift under projected rainfall conditions, and to identify where those changes create new problem areas or worsen existing ones. EOR will generate projected future precipitation distributions using the NOAA Atlas 15 Volume 2 datasets, including the 2-, 10-, 25-, 50-, and 100-year return period events, all projected across the watershed under 2026 land use. Once developed, these rainfall patterns will be loaded into the updated PCSWMM model and run as a complete series of design events. Before running the future rainfall scenarios, EOR will confirm that the updated existing-conditions model can reliably carry the additional flows and storage volumes introduced in the climate projections, ensuring that future precipitation inputs are not lost or misrepresented in the system and that the model behaves consistently when pushed to higher flow conditions. Deliverables include validation of model accuracy and an updated H&H model incorporating Atlas 15 Volume 2 datasets under 2026 land use reflective of future changing precipitation patterns and intensities resultant of climate change.

Subtask 3b: Evaluation of Future Conditions.
Model results will be used to map the projected 100-year floodplain and associated high water levels. These maps will be compared directly with the existing condition floodplain results from Task 2 to identify areas with notable changes, such as larger flood footprints or significant increases in peak water levels in waterbodies or downstream reaches. EOR will use the same impact categories in Task 2 to compare changes between existing and future conditions, including flooded structures, at risk structures near the flood boundary, road overtopping, street and structure flooding under the 100-year, 24-hour event, and notable changes in flow velocities. Projected flood footprints will also be intersected with the available GIS layers to evaluate potential impacts or vulnerability to infrastructure, social receptors, and environmental resources. Based on all results, EOR will identify secondary flooding hot spots that represent locations where climate change may significantly increase flood risk. Results will be compared to projected flood mapping with previously identified flood-prone locations, re-evaluation of flood risk will take place, and data will be used in prioritization of hot spots taking infrastructural, social, and environmental impacts into consideration. Deliverables include maps, tables, and narratives describing the projected drainage landscape; identification of secondary high-risk locations under projected precipitation conditions; assessment of projected impacts according to Infrastructure, Social, and Environmental categories; and the updated model and all supporting datasets.

Subtask 3c: Project Check-In Meeting with VRWJPO and Partners.
One virtual meeting will be held to present the combined findings of Task 2 and Task 3 to VRWJPO and Partners staff. This meeting facilitates an opportunity for Partners to provide feedback on the updated model results, floodplain changes, and key locations that will proceed to project siting in Task 4. Incorporating Partner

feedback at this point is critical to ensure local priorities align with regional goals to facilitate future incorporation into Partners' SWMPs and CIPs. Deliverables include meeting agenda and notes, as well as an assurance of a collaborative effort to provide regional stormwater and wastewater climate resiliency aligning with local priorities.

Objective 4: Project Siting, Feasibility, and Volume and Pollutant Reductions.

Task 4: Project Siting and Flood Reductions.

Subtask 4a: Flooding hot spots and water quality needs will be used to determine where stormwater BMPs may provide the greatest benefit for both flood mitigation and pollutant reduction. EOR will generate watershed-wide total suspended solids (TSS) and total phosphorus (TP) yield rasters, and will integrate results with surface flow direction, flow accumulation, and storm sewer datasets. Primary and secondary flooding hot spots from Tasks 2 and 3 will be combined with water quality hot spots to identify potential BMP locations. EOR will evaluate a range of BMP types, including retention storage, storm sewer retrofits or replacements, infiltration basins, sand filters, iron-enhanced sand filters, wetland restoration, green infrastructure, smart pond technology, reuse opportunities, bioretention, rain gardens, and tree trenches. Publicly and privately owned lands, soil conditions, regulatory constraints, and surrounding land uses will be evaluated in GIS to determine where BMPs are feasible. For any location where storage or volume-based BMPs are proposed, the estimated storage volumes will be incorporated into the PCSWMM model and evaluated across the full set of design storm events, including the 2-, 10-, 25-, 50-, and 100-year, 24-hour events. Updated floodplain and high-water-level maps will be prepared for each modeled scenario to clearly illustrate expected performance at each BMP location. Conceptual level plans showing BMP location and footprint will be provided for all 30 sites, including important contextual information and stormwater routing considerations. An additional subset of BMP opportunities (approximately 10) will be designed with a slightly higher level of detail and 3D renderings of proposed improvements as they relate to the surrounding environment whether in a park, transit, or other community adjacent setting, which can be used for future community engagement in BMP implementation.

Subtask 4b: Pollutant Reductions.
EOR will create a Python script to automate the MIDS calculator for the up to 30 BMPs previously identified. Drainage areas for each BMP will be identified directly from the model, and pollutant concentrations will be estimated using the TSS/TP raster data. EOR will compare identified BMP opportunities to previously identified projects from past work (BMPs proposed resultant of other VRWJPO geomorphic/subwatershed/other feasibility assessments). Where project concepts overlap, EOR will incorporate those ideas, re-evaluate feasibility using updated LiDAR and infrastructure data, and determine whether earlier concepts still fit the 2026 land use conditions and Atlas-based rainfall projections. Feasibility narratives, conceptual cost estimates, hydrologic benefits, and pollutant reduction summaries for up to 30 BMPs will be provided. Information will be presented as maps, exhibits, tables, and written summaries, including documentation of key risks such as property or easement needs, potential permitting challenges, or intercommunity considerations.

Subtask 4c: Life-Cycle Evaluation.
EOR will prepare life-cycle cost estimates for the previously identified up to 30 BMPs for use in the cost-benefit analysis to be completed in Task 5. Deliverable includes the life-cycle cost matrix for up to 30 BMPs.

Subtask 4d: Project Check-In Meeting with VRWJPO Project Manager.
A virtual meeting will be held with VRWJPO and Partner staff to review and discuss the previously identified up to 30 proposed BMPs, including flood volume reductions, environmental justice community considerations, pollutant reductions, feasibility considerations, and any potential risks such as property needs, permitting issues, or cross-jurisdictional considerations. The agenda and meeting notes from the Task 4 results meeting will also be provided. Deliverables include clear VRWJPO and Partner defined directives for prioritization of proposed BMPs, and meeting agendas and minutes.

Objective 5: Cost Benefit Analysis and Recommendations.

Task 5: Cost Benefit Evaluation Framework for Structural and Non-Structural BMPs.

Subtask 5a: EOR will complete a detailed cost-benefit analysis for the 30 BMPs identified in Task 4, including estimating construction costs, long-term maintenance costs, and life-cycle replacement needs, along with all hydrologic and water quality benefits previously quantified. Results will include cost per cubic foot of flood volume reduction, cost per pound of TSS removed, and cost per pound of TP removed. EOR will also incorporate land ownership (public vs. private), feasibility, and projected timing of flood impacts to help prioritize projects across the watershed. Partners feedback on desired Levels of Service or local planning priorities, gained during will be incorporated into the prioritization process. Non-cost-based factors will also be considered, including co-benefits (mitigating impacts to environmental justice communities, urban cooling, and supporting/enhancing habitat), consistency with long-term watershed goals, and whether a project helps address known problem areas identified by Partners. A complete list of recommended priority projects will be prepared, along with relevant maps, tables, and supporting narratives.

Objective 6: Final Report.

Task 6: Draft Report.

Subtask 6a: All deliverables (with the exception of the interactive web-mapping tool, datasets, and meetings' agendas and minutes) will be included in the Draft VRWJPO Changing Climate and Stormwater Resiliency Study, with one round of revisions incorporated following review by VRWJPO and Partner staff. Feedback garnered during previous tasks and subtasks will streamline the review process, optimizing Partner, VRWJPO and EOR. Deliverables include draft report revisions from VRWJPO and Partner staff.

Subtask 6b: Project Check-In Meeting with VRWJPO
EOR and VRWJPO will meet to discuss Draft VRW Changing Climate and Stormwater Resiliency Study revisions and next steps (timeline for proposed BMP implementation, potential future grant opportunities, incorporation of study into Partner CIPs, and training internal staff on long-term maintenance of the interactive GIS web-mapping tool).

Subtask 6c: Finalize Report.
EOR will create a final report for the VRW Changing Climate and Stormwater Resiliency Study which will include a description of the planning process, exhibits, tables, and narratives of the items produced during the course of the Project. Deliverables include a comprehensive document that will be used to schedule, budget for, and implement BMP to increase stormwater, wastewater, and community climate resiliency aligning with the VRWJPO WMP and Partner SWMPs and CIPs.

Objective 7: Project Management.

Task 7: Team Coordination and Invoicing.

Subtask 7a: EOR staff will ensure seamless coordination between EOR engineering, water resources, GIS, and landscape architecture teams. Invoicing will display hours dedicated by specific EOR staff on Project tasks and subtasks, aligning with the Project workplan. Invoices will be used as the official initiation of payment mechanism, and for MPCA grant reporting by VRWJPO staff.

Objective 8. Project Report and Project Deliverables.

Task 8: Submit Grant Final Report.

Subtask 8a: Annual Progress Report.
The City will include status updates provided as part of invoice submissions that will serve as ongoing, and at a minimum, annual progress reports.

Subtask 8b: VRWJPO will provide a final grant project report using the MPCA template to submit grant final report 30 days prior to end of the Grant Contract Agreement. VRWJPO will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report.

Subtask 8c: Submit Project Deliverables.
VRWJPO will provide electronic files of all project deliverables to the MPCA authorized representative and submit grant final Report 30 days prior to end of the Grant Contract Agreement.

2. Project Budget: A

Cost Category	Grant Funds (not to exceed)	Cash Match	Total budget
Objective 1: Data Compilation			
Total Cost:	$24,732.00		$24,732.00
Objective 2: Evaluation of Existing Watershed Conditions			
Total Cost:	$72,092.00		$72,092.00
Objective 3: Projection of Future Hydrologic Impacts			
Total Cost:	$36,441.00		$36,441.00
Objective 4: Project Siting, Feasibility, and Volume and Pollutant Reductions			
Total Cost:	$63,534.00	$3,300.00	$66,834.00
Objective 5: Cost Benefit Analysis and Recommendations			
Total Cost:	$3,750.00	$52,778.00	$56,528.00
Objective 6: Final Report			
Total Cost:		$13,080.00	$13,080.00
Objective 7: Project Management			
Total Cost:		$30,842.00	$30,842.00
Project Total:	$200,549.00	$100,000.00	$300,549.00

8c. Authorization to Execute a Contract with Emmons & Olivier Resources, Inc. for the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study

Meeting Date: 4/23/2026
Item Type: Regular-Action
Contact: Kelly Perrine
Telephone: 952-891-7002
Prepared by: Kelly Perrine

PURPOSE/ACTION REQUESTED

- Authorization to execute a contract with Emmons & Olivier Resources, Inc. for the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study (Study)

SUMMARY

Datasets have demonstrated that the Vermillion River Watershed Joint Powers Organization (VRWJPO) is getting warmer and wetter, with greater annual precipitation amounts and more frequent high-intensity precipitation occurrences. These observed more frequent and intense precipitation occurrences directly impact local stormwater systems, causing cities to dedicate budget, staffing costs, and rapid response measures to mitigate flooding impacts to residential neighborhoods, transportation infrastructure, businesses, and their associated impacts to water quality and environmental health. Without further planning and intervention, these issues will continue to be exacerbated, resulting in negative impacts to water resources in the VRWJPO.

The 2026-2035 Vermillion River Watershed Management Plan (WMP) identifies the following high priority action items to support local communities in mitigating impacts to water resources resultant of climate change:

- Climate Resilience-1: Partner in the development of a Climate Resiliency Plan to establish a baseline assessment of climate resiliency and develop strategies, goals and recommendations to move towards a climate resilient watershed
- Climate Resilience-2: Provide incentives for projects identified within the Climate Resiliency Plan

In fall of 2025, staff administered a Request for Proposals (RFP) for the Study, with the primary objectives of: updating Municipal Separate Storm Sewer System (MS4) community stormwater models by incorporating relevant precipitation datasets; illustrating present and future flooding and water quality impacts resultant of climate change; siting best management practices (BMPs) to provide flood reduction, pollutant load reduction, and increase VRWJPO climate resilience; and cost-benefit analyses of all proposed BMPs. Six competitive proposals were received, and Emmons & Oliver Resources Inc. (EOR) was selected as the preferred consultant based on: extensive experience with climate resiliency planning, hydrologic and hydraulic modeling, and best management siting and design; value of fee estimate; and recommendations from references.

Staff are recommending that the Vermillion River Watershed Joint Powers Board authorize the Board Chair to execute a contract with EOR for the Study.

EXPLANATION OF FISCAL/FTE IMPACT

The total Study cost will be up to $285,549 to be expensed through June of 2027. A MPCA FY26 Planning Grant for Stormwater, Wastewater, and Community Resilience will contribute up to $200,549 toward development of the Study. Local match will provide up to $100,000 to meet grant match requirements and make up for remaining estimated project costs.

Supporting Documents: **Previous Board Action(s):**

RESOLUTION

8c. Authorization to Execute a Contract with Emmons & Olivier Resources, Inc. for the Changing Climate and Stormwater Resiliency Study

WHEREAS, datasets have demonstrated that the Vermillion River Watershed Joint Powers Organization is getting warmer and wetter, with greater annual precipitation amounts and more frequent high-intensity precipitation occurrences; and

WHEREAS, more frequent and intense precipitation occurrences directly impact local stormwater systems, causing cities to dedicate budget, staffing costs, and rapid response measures to mitigate flooding impacts to residential neighborhoods, transportation infrastructure, businesses, and their associated impacts to water quality and environmental health; and

WHEREAS, without further planning and intervention, these issues will continue to be exacerbated, resulting in direct impacts to water resources in the VRWJPO; and

WHEREAS, the draft 2026-2035 Vermillion River Watershed Management Plan (WMP) identifies two high priority action items to support cities in mitigating impacts to water resources resultant of climate change; and

WHEREAS, staff administered a Request for Proposals (RFP) for the Study, with the primary objectives of: updating Municipal Separate Storm Sewer System (MS4) community stormwater models by incorporating relevant precipitation datasets; illustrating present and future flooding and water quality impacts resultant of climate change; siting best management practices (BMPs) to provide flood reduction, pollutant load reduction, and increase VRWJPO climate resilience; and cost-benefit analyses of all proposed BMPs; and

WHEREAS, six competitive proposals were received, and Emmons & Oliver Resources, Inc. (EOR) was selected as the preferred consultant based on: extensive experience with climate resiliency planning, hydrologic and hydraulic modeling, and best management siting and design; value of fee estimate; and recommendations from references.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby authorizes its Chair to execute a Contract with EOR for the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study not to exceed $285,549 as presented to the Vermillion River Watershed Joint Powers Board at its meeting on April 23, 2026; subject to approval by the Dakota County Attorney's Office as to form.