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

Date and time:

June 25, 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 April 23, 2026, Meeting	Action	Page 3
6.	Consent Agenda	Action	Page 8
	a. Acceptance of Treasurer's Reports		
	b. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for East Lake Internal Phosphorus Load Management Activities		
7.	Approval of Expenses	Action	Page 18
8.	Business Items		
	a. Approval of Vermillion River Watershed Joint Powers Organization Stewardship Grant Program Guidelines	Action	Page 20
	b. Approval of Proposed Amendments to the Vermillion River Watershed Joint Powers Organization 2026 Budget	Action	Page 25
9.	Staff Reports		
10.	Adjourn	Action	

Please note, the June 25, 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/231012417368224?p=AWuZWt0BaKGq9WJ12g
Meeting ID: 231 012 417 368 224
Passcode: Mc3bH9gm
Need help? | System reference
Dial in by phone
+1 651-273-3070,,219764931# United States, Hastings
Find a local number
Phone conference ID: 219 764 931#

Other Information

Next meeting date: July 23, 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, April 23, 2026, 1 p.m., in-person at the Dakota County Extension and Conservation Center, Farmington, MN, and virtual via Microsoft Teams

JPB Members in Attendance

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

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

- Travis Thiel, VRWJPO Administrator, Dakota County
- Melissa Bokman Ermer, VRWJPO Co-Administrator, Scott 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)
- Brian Wisdorf, Assistant County Attorney and VRWJPO Legal Counsel, Dakota County
- Willie Peters, Senior Resource Conservationist, Scott Soil and Water Conservation District (SWCD) (virtual)
- Katie Schirmer, Contract Specialist, Dakota County (virtual)

Agenda

1. Call to Order

The meeting was called to order by Chair Slavik at 1 p.m.

2. Roll Call

Commissioners Slavik, Hamann-Roland, and Wolf were present in-person.

3. Audience Comments on Items Not on the Agenda

None.

4. Approval of Agenda

Res. No. VRW 26-15: Motion by Commissioner Hamann-Roland to approve the agenda, seconded by Commissioner Wolf. Motion carried on a 3-0 voice vote.

5. Approval of Minutes from the March 26, 2026, Meeting

Res. No. VRW 26-16: Motion by Commissioner Wolf to approve the minutes, seconded by Commissioner Hamann-Roland. Motion carried on a 3-0 voice vote.

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6. Approval of Consent Agenda

a. Acceptance of Treasurer's Reports
b. Authorization to Submit the 2025 VRWJPO Annual Activity Report to the Minnesota Board of Water and Soil Resources
c. Approval of a Joint Powers Agreement with Scott Soil and Water Conservation District for Annual Services

Res. No. VRW 26-17: Motion by Commissioner Hamann-Roland to approve the consent agenda, seconded by Commissioner Wolf. Motion carried on a 3-0 voice vote.

7. Approval of Expenses

Travis Thiel presented the expenses from March 1-31, 2026, totaling $103,826.10.

Res. No. VRW 26-18: Motion by Commissioner Wolf to approve the expenses, seconded by Commissioner Hamann-Roland. Motion carried on a 3-0 roll call vote.

8. Business Items

a. Authorization to Award a Contract to McNamara Contracting, Inc., for North Creek Culvert Improvements

The bid process for the North Creek channel and culvert improvement projects yielded four bids. McNamara Contracting had the lowest bid at $514,355, below the engineer's estimate at $791,959.55.

Res. No. VRW 26-19: Motion by Commissioner Hamann-Roland to approve the contract, seconded by Commissioner Wolf. Motion carried on a 3-0 voice vote.

b. Authorization to Execute a Grant Agreement with the Minnesota Pollution Control Agency for the Changing Climate and Stormwater Resiliency Study

Kelly Perrine explained the background of the Minnesota Climate Resiliency and Water Infrastructure grant program and its importance to achieving the VRWJPO's Climate Resiliency Goals in the 2026-2035 Watershed Management Plan. One of the priority Actions in the Climate Resiliency Issue Category is to create a Vermillion River Watershed Changing Climate and Stormwater Resiliency Study. The VRWJPO has been allocated up to $200,549 from the Minnesota Pollution Control Agency (MPCA) FY26 Planning Grants for Stormwater, Wastewater, and Community Resilience, with up to $100,000 in local match.

Commissioner Slavik clarified that the grant is solely from state funds and not any federal funds.

Res. No. VRW 26-20: Motion by Commissioner Hamann-Roland to authorize execution of the grant agreement, seconded by Commissioner Wolf. Motion carried on a 3-0 voice vote.

c. Authorization to Execute an Agreement with Emmons and Olivier Resources, Inc., for the Changing Climate and Stormwater Resiliency Study

Kelly presented the proposed agreement with the consultant Emmons and Olivier Resources, Inc. (EOR) to complete the Vermillion River Watershed Changing Climate and Stormwater Resiliency Study.

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The study will incorporate recommendations both for flood protection and water quality improvement as Minnesota's climatic patterns become more severe.

Res. No. VRW 26-21: Motion by Commissioner Wolf to authorize execution of the agreement, seconded by Commissioner Hamann-Roland. Motion carried on a 3-0 voice vote.

9. Staff Reports

Melissa Bokman Ermer/Willie Peters

- Melissa noted that Scott County has updated its financial processing systems, which has caused a delay in her providing invoices for her VRWJPO time.
- Melissa introduced Willie Peters, a Senior Resource Conservationist at Scott SWCD. He shared an update about a wetland project within the Scott County portion of the VRWJPO called Pettit Pond, formerly called the Bemis Wetland. The wetland was restored in 1970 at the behest of a local farmer. In 2015, a neighboring landowner reached out to the SWCD, rightly concerned that the outlet structure was beginning to fail. It is currently blocked by cattails and is eroded almost to the back side of the berm. SWCD staff contacted the Minnesota Department of Natural Resources (DNR) to obtain an ordinary high-water mark (OHW) for the wetland, which took about a year and a half. The DNR's proposed OHW mark was half a foot lower than what Scott SWCD had determined the original one was, so the SWCD needed approval from at least ¾ of the landowners surrounding the pond to approve the original OHW, which they got. The SWCD obtained a permit from the DNR to repair the outlet structure in February 2026 and selected a contractor to complete the project. The work will consist of replacing the berm with a new one with an inlet-outlet pipe and rip-rap and adding an emergency spillway. Commissioner Slavik asked where the funding was coming from. Melissa responded that it is from the VRWJPO general fund.

Kelly Perrine

- The 2026-2035 Vermillion River Watershed Management Plan was approved by the Minnesota Board of Water and Soil Resources (BWSR) the previous day, putting it into effect officially. The task ahead is for local government units to incorporate it into their local water management plans.

Brita Moore-Kutz

- Brita staffed a table at the City of Lakeville Earth Day Celebration on April 18 and promoted the VRWJPO Stewardship Grant. She also organized a staff Earth Day cleanup at the Avonlea development near the Lakeville Central Maintenance Facility. This location includes a restored wetland along Middle Creek from a 2015 VRWJPO project, when the housing development was first being built.
- Brita will accompany School of Environmental Studies students on April 24 to clean and stencil storm drains in a neighborhood near Farquar Lake in Apple Valley for their Earth Day service-learning event.

Travis Thiel

- The mid-month update to the JPB and Community Advisory Committee (CAC) had noted that the VRWJPO's wetland banking policy dictates that credits sold from the bank should be sold at a median value of BWSR Bank Service Areas (BSA) 6, 7, and 9. The VRWJPO is in BSA 8. Following the current median value would result in a $30,798 increase in wetland credit prices compared to

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last year's price, a 50% jump. A developer had inquired about purchasing credits in November 2025 but decided to wait until after the 2026 pricing review. If the VRWJPO were to follow the median BSA value as previously instructed by the JPB, the cost would be approximately $90,000 per acre. Travis asked the Board for direction on which pricing scheme should be offered. Commissioner Slavik asked when the BWSR publishes the BSA land values each year. Travis said it was not consistent, but usually in the spring. The Board did not want to make an exception for the inquiring developer and suggested updating the wetland banking policy to include an interim number for times when staff are waiting on updated values from the BWSR, but to not change the pricing policy.

- CAC member Alex Franzen has been awarded a fellowship at the Smithsonian Institution and will have to resign from the CAC after the November 2026 meeting, as he is moving to the Washington, D.C., area.
- Travis handed out the final expenses and treasurer's reports from the end of 2025. There were some expenses that came in after Dec. 31, 2025, that were accrued back to 2025. He hoped to receive audit results from Dakota County Finance around June so staff could assess whether the 2026 budget needed amendments.

10. Adjourn

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

Next Meeting Date

Thursday, May 28, 2026, 1 p.m., at the Dakota County Extension and Conservation Center, Conference Room A, and via teleconference on Microsoft Teams.

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Certification

Respectfully submitted by

Brita Moore-Kutz

Communications and Outreach Specialist, Vermillion River Watershed Joint Powers Organization

Attest

_____ _____

Commissioner Tom Wolf, VRWJPB Secretary/Treasurer Date

2025 Vermillion River Watershed Joint Powers Organization

April 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	56,116	85,738	57%	150,000	64,262
43099 - Misc Other Revenue	*50,012*	*50,012*	*50%*	*100,000*	*49,988*
43291 - Interest on Investments	*6,103*	*35,726*	*71%*	*50,000*	*14,274*
45 – Permit Revenue	0	0	0%	1,000	1,000
47 – Grant Revenue	117,461	117,461	10%	1,218,010	1,100,549
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	**173,576**	**203,491**	**7%**	**2,848,648**	**2,645,157**
53 – Salaries	*44,904*	*168,643*	*31%*	*545,000*	*376,357*
53001 - Dakota County Staff Time	*44,904*	*168,643*	*32%*	*530,000*	*361,357*
53039 - Scott County Staff Time	*0*	*0*	*0%*	*15,000*	*15,000*
53 – Dept/County Support	6,246	15,621	13%	123,985	108,364
53002 - Administrative & Consulting	*5,159*	*10,690*	*11%*	*97,885*	*87,195*
53004 - Legal	*1,088*	*4,931*	*19%*	*26,100*	*21,169*
54 – Travel & Training	*62*	*500*	9%	*5,440*	4,940
55 – Office Support	*38*	*978*	81%	*1,211*	233
57 – Operations & Programs	20,179	31,324	15%	212,264	180,941
57011 - Monitoring Direct Expenses	*8,759*	*8,759*	9%	*101,500*	92,742
57011 - Public Outreach Direct Expenses	*815*	*5,815*	7%	*80,024*	74,209
57011 - Feasibilty Direct Expenses	*9,975*	*9,975*	50%	*20,000*	10,025
57011- Other Direct Expenses	*630*	*6,775*	63%	*10,740*	3,965
59 – CIP	*4,140*	*25,040*	1%	*1,960,748*	1,935,708
Total Expenses	**75,568**	**242,107**	**8%**	**2,848,648**	**2,606,541**
VERMILLION RIVER WATERSHED Surplus/Deficit	**98,008**	**-38,616**		**0**	**-38,616**

2025 Vermillion River Watershed Joint Powers Organization

May 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	4,134	89,872	60%	150,000	60,128
43099 - Misc Other Revenue	*0*	*50,012*	*50%*	*100,000*	*49,988*
43291 - Interest on Investments	*4,134*	*39,860*	*80%*	*50,000*	*10,140*
45 – Permit Revenue	0	0	0%	1,000	1,000
47 – Grant Revenue	0	117,461	10%	1,218,010	1,100,549
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	**4,134**	**207,625**	**7%**	**2,848,648**	**2,641,023**
53 – Salaries	*42,711*	*211,355*	*39%*	*545,000*	*333,645*
53001 - Dakota County Staff Time	*42,711*	*211,355*	*40%*	*530,000*	*318,645*
53039 - Scott County Staff Time	*0*	*0*	*0%*	*15,000*	*15,000*
53 – Dept/County Support	4,372	19,993	16%	123,985	103,992
53002 - Administrative & Consulting	*4,372*	*15,062*	*15%*	*97,885*	*82,823*
53004 - Legal	*0*	*4,931*	*19%*	*26,100*	*21,169*
54 – Travel & Training	*0*	*500*	9%	*5,440*	4,940
55 – Office Support	*0*	*978*	81%	*1,211*	233
57 – Operations & Programs	575	31,899	15%	212,264	180,366
57011 - Monitoring Direct Expenses	*0*	*8,759*	9%	*101,500*	92,742
57011 - Public Outreach Direct Expenses	*575*	*6,390*	8%	*80,024*	73,634
57011 - Feasibilty Direct Expenses	*0*	*9,975*	50%	*20,000*	10,025
57011- Other Direct Expenses	*0*	*6,775*	63%	*10,740*	3,965
59 – CIP	*2,100*	*27,140*	1%	*1,960,748*	1,933,608
Total Expenses	**49,758**	**291,865**	**10%**	**2,848,648**	**2,556,783**
VERMILLION RIVER WATERSHED Surplus/Deficit	**-45,624**	**-84,240**		**0**	**-84,240**

6b. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for East Lake Internal Phosphorus Load Management Activities

Meeting Date: 6/25/2026
Item Type: Regular-Consent
Contact: Kelly Perrine
Telephone: (952) 891-7002

Resolution

WHEREAS, East Lake is a recreational lake located within the City of Lakeville (City) and within the political bounds of the Vermillion River Watershed Joint Powers Organization (VRWJPO); and

WHEREAS, East Lake is identified on the Environmental Protection Agency's (EPA's) 303d Impaired Waters List for excess nutrients, namely phosphorus; and

WHEREAS, invasive carp and goldfish are present in East Lake and their aggressive bottom feeding results in additional phosphorus release from the lake bottom sediments; and

WHEREAS, release of phosphorus from the lake bottom sediment is a contributor to water quality problems including excessive algae blooms, reduced water clarity, reduced dissolved oxygen, and limited native plant and fish populations; and

WHEREAS, in-lake projects supporting improved water quality include invasive fish population management, installation of aeration systems to increase dissolved oxygen concentrations, propagation of native plant species, and stocking of native predatory fish; and

WHEREAS, the 2026-2035 Vermillion River Watershed Management Plan identifies East Lake In-lake Projects and Practices as a high priority implementation item within the Natural Environments Issue Category (NE-8); and

WHEREAS, the City has obtained a proposal for invasive fish removals in East Lake, and may obtain additional proposals related to in-lake projects and practices supporting improved water quality in East Lake (Project); and

WHEREAS, the cost of Project is not to exceed $44,669 including project management and permitting, removal of carp and goldfish biomass, and reporting; and

WHEREAS, the VRWJPO has budgeted $10,000 in cost-share to contribute to East Lake in-lake projects and practices; and

WHEREAS, the VRWJPO and City have agreed to cooperatively contribute monetarily towards the Project and have funding available in their respective budgets to jointly participate in the Project cost.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes the execution of a Joint Powers Agreement with the City of Lakeville to conduct internal phosphorus load management activities in East Lake.

Background

Staff are proposing to provide cost-share for in-lake projects and practices in East Lake. The removals and other in-lake projects and practices are a continuance of the adaptive management approach to reduce internal phosphorus loading within the lake, initiated in 2023 with the receipt of a Clean Water Fund grant to install a low-voltage invasive fish barrier and conduct invasive fish removals.

Recommendation

Staff recommends the VRWJPB approve execution of the JPA with the City to conduct internal phosphorus load management activities in East Lake.

Financial and Staffing Impacts

The 2026 budget reflects $10,000 in cost-share to be used to assist in funding the project.

Previous Board Actions

None.

Attachments

Attachment: Draft JPA – Lakeville 2026 East Lake Invasive Fish Removals

JOINT POWERS AGREEMENT BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION AND THE CITY OF LAKEVILLE FOR EAST LAKE INTERNAL PHOSPHORUS LOAD MANAGEMENT ACTIVITIES

This Joint Powers Agreement (Agreement) is between the Vermillion River Watershed Joint Powers Organization (VRWJPO) and the City of Lakeville (City). This Agreement uses the word "parties" for both the VRWJPO and City.

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

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

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

WHEREAS, East Lake is a recreational lake located within the City and within the Vermillion River Watershed; and

WHEREAS, East Lake is identified on the EPA's 303d Impaired Waters List for excess nutrients, namely phosphorus; and

WHEREAS, invasive carp and goldfish are present in East Lake and their aggressive bottom feeding results in additional phosphorus release from the lake bottom sediments; and

WHEREAS, release of phosphorus from the lake bottom sediment is a contributor to water quality problems including excessive algae blooms, reduced water clarity, reduced dissolved oxygen, and limited native plant and fish populations; and

WHEREAS, in-lake internal phosphorus load management projects supporting improved water quality include invasive fish population management, installation of aeration systems to increase dissolved oxygen concentrations, propagation of native plant species and stocking of native predatory fish; and

WHEREAS, the 2026-2035 Vermillion River Watershed Management Plan identifies East Lake In-lake Projects and Practices as a high priority implementation item within the Natural Environments Issue Category (NE-8); and

WHEREAS, the City has contracted with its consultant for invasive fish removals in East Lake, and may have its consultant perform or otherwise obtain additional proposals related to in-lake internal phosphorus load management projects and practices supporting improved water quality in East Lake (collectively "Project"); and

WHEREAS, the cost of Project is not to exceed $44,669 (Project Cost); and

WHEREAS, the VRWJPO has budgeted $10,000 in cost-share to contribute to the Project; and

WHEREAS, the VRWJPO and City have agreed to cooperatively contribute monetarily towards the Project and have funding available in their respective budgets to jointly participate in the Project Cost.

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

ARTICLE 1
PURPOSE

The purpose of this Agreement is to define the Project responsibilities and Project cost-sharing obligations of the VRWJPO and the City.

ARTICLE 2
PARTIES

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

ARTICLE 3
TERM

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until March 31, 2027, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4
COOPERATION

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

ARTICLE 5
TECHNICAL AND QUALITY ASSURANCE

As between the parties, the City or its representatives will provide oversight and technical and quality assurance for the Project. Any engineer providing technical and quality assurance must be a licensed Professional Engineer in the State of Minnesota. Invasive fish removals, if any, will be performed by a contractor/consultant licensed and approved for fish removals for the portion of the State where the Project is located. The City's consultant/contractor for the Project is to provide the City with a report and recommendations associated with the Project. The City shall provide the VRWJPO with a copy of any reports and recommendations it receives from the consultant/contractor retained for the Project.

ARTICLE 6
PAYMENT

6.1 The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule in consideration of the benefit provided by in-lake internal phosphorus load management projects and practices in East Lake. The City will administer the contract for Project and act as the paying agent for all payments to the contractor/consultant.

6.1.1 The VRWJPO shall contribute $10,000 toward the Project Cost.

6.1.2 The City shall contribute $34,669 toward the Project Cost.

6.1.3 The Total Project Cost shall not exceed $44,669.

6.2 No payment shall be made by the VRWJPO prior to the completion of the Project and VRWJPO's receipt of any final Project report and/or recommendations provided by the City's consultant/contractor to the City associated with the Project.

6.3 The VRWJPO shall pay the City its share of the Project Cost on a reimbursement basis up to the

maximum amounts identified in Sections 6.1.1 once the Project is complete and the VRWJPO receives the City's consultant report and recommendations. The City shall invoice the VRWJPO for its share of the Project Cost once the Project is completed and any t report and recommendations received by the City from its consultant/contractor regarding the Project are provided to the VRWJPO. The VRWJPO shall make payment to the City within thirty-five (35) days of receipt of the invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's contracted contractor/consultant for the Project.

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

ARTICLE 7
CITY OBLIGATIONS

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

7.2 PERFORMANCE REQUIREMENTS. The Project shall be carried out according to the objectives outlined in the City's contract with its contractor/consultant for the Project. The VRWJPO and City shall approve any modification to the scope of Project.

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

ARTICLE 8
INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees 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 City. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS

9.1 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 an amendment of this Agreement:

TO THE VRWJPO: Mike Slavik, Chair
Vermillion River Watershed Joint Powers Organization
14955 Galaxie Avenue
Apple Valley, MN 55124

Telephone: (952) 891-7030

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

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

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

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

City Liaison: Maria Friedges
Environmental Resources Specialist
Telephone: (952) 985-4524
Email: mfriedges@lakevillemn.gov

ARTICLE 10
MODIFICATIONS

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

ARTICLE 11
TERMINATION

11.1 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 the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

11.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the City may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Neither the VRWJPO nor the City is obligated to pay for any services that are provided or work performed after written notice of termination for lack of funding. Neither the VRWJPO nor the City will be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

ARTICLE 12
MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed 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. This section shall survive the expiration or termination of this Agreement.

ARTICLE 13
MERGER

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

ARTICLE 14
SEVERABILITY

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

ARTICLE 15
GOVERNMENT DATA PRACTICES

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

ARTICLE 16
SURVIVABILITY

The provisions of articles 8 (Indemnification), 12 (Minnesota Law Shall Govern) and 15 (Government Data Practices) survive the expiration or termination of this Agreement.

ARTICLE 17
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.

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

CITY OF LAKEVILLE

By_____
Luke Hellier or successor, Mayor
Date of Signature: _____

By_____
Ann Orlofsky, City Clerk
Date of Signature: _____

VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

APPROVED AS TO FORM:

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

_____
Assistant Dakota County Attorney
VRW Res. No. _
KS-26-_____

DRAFT

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

April 2026 Expense Report

The invoices submitted between March 1 and March 31, 2026
total: $103,826.10

The final invoices submitted between April 1 and April 30, 2026 total:

Invoice	Vendor		Amount
	Dakota County Staff	$	44,903.67
Kperrine	Mileage	$	20.45
TThiel	Mileage	$	25.09
TThiel	Mileage	$	3.19
March 2026	DC Legal	$	1,087.70
March 2026	Postage and Freight	$	51.80
4828	Carp Solutions	$	1,838.00
3533	Dakota County Soil & Water Conservation District	$	20,178.50
R-030811-000-3	WSB	$	5,158.50
23191497.01 - 12	Barr Engineering	$	2,301.50
		TOTAL	**$ 75,568.40**

Action Requested: Approval of all expenses as presented

Vermillion River Watershed Joint Powers Organization

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

May 2026 Expense Report

The invoices submitted between April 1 and April 30, 2026
total: $75,568.40

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

Invoice	Vendor		Amount
	Dakota County Staff	$	42,711.27
2026-246	Scott County Soil & Water Conservation District	$	2,675.00
R-030811-000-4	WSB	$	4,372.00
		TOTAL **$**	**49,758.27**

Action Requested: Approval of all expenses as presented

8a. Approval of Vermillion River Watershed Joint Powers Organization Stewardship Grant Program Guidelines

Meeting Date: 6/25/2026
Item Type: Regular-Action
Contact: Brita Moore-Kutz
Telephone: (952) 891-7967

Resolution

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) has set Goals in the Community Relationships Issue Category in the 2026-2035 Vermillion River Watershed Management Plan (WMP) to: improve the awareness and understanding of the VRWJPO; increase community connection to the watershed's natural resources; and increase community understanding of environmental issues; and

WHEREAS, the VRWJPO has established a Stewardship Grant Program (Program) as one means to achieve these Goals; and

WHEREAS, grants distributed from this Program are intended for organizations looking to implement water resource best management practices within the VRWJPO that engage local community members; and

WHEREAS, the 2026-2035 WMP Implementation Table denotes this Program as a high priority implementation item for the duration of the WMP; and

WHEREAS, VRWJPO staff have created Program Guidelines detailing the eligible entities, criteria, eligible expenses, application process, reimbursement of grant funds, and expectations for Program grantees; and

WHEREAS, VRWJPO staff are responsible for reviewing all applications thoroughly to ensure projects comply with the Program Guidelines before providing funding via grant agreements; and

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) has allocated $25,000 in funds to the Program in 2026 and will have the opportunity to approve funds to the Program through the budget approval process each year following.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board approves the Vermillion River Watershed Joint Powers Organization Stewardship Grant Program Guidelines.

Background

The VRWJPO managed a Stewardship Grant Program between 2012 and 2019, which the VRWJPB elected to discontinue because the Program was not getting the desired results. For the 2026-2035 WMP, staff chose to bring the Program back with significant revisions. The attached Program

Guidelines were updated to emphasize that projects must provide tangible, on-the-ground natural resource benefits in the watershed, as well as notable community engagement.

Recommendation

Staff recommends approval of the Program Guidelines.

Financial and Staffing Impacts

The grants distributed to participants will range from $2,500 to $10,000. Grants will be paid out of the Communications, Outreach, and Public Relations portion of the VRWJPO Budget. Approval of grant agreements will be provided by the VRWJPO Administrator, as permitted under the Delegation of Limited Authority for expenses less than $100,000.

Previous Board Actions

None.

Attachments

Attachment: VRWJPO Stewardship Grant Program Guidelines

Vermillion River Watershed Joint Powers Organization Stewardship Grant Program

The Vermillion River Watershed Joint Powers Organization (VRWJPO) Stewardship Grant program provides financial assistance for community-based best management practices (BMPs) that restore, protect, and/or enhance the Vermillion River Watershed's natural resources.

Activities funded through VRWJPO Stewardship Grants must have tangible, on-the-ground water resource benefits aligning with Goals of the 2026 – 2035 Vermillion River Watershed Management Plan. Project examples may include, but are not limited to:

- Low input turfgrass in a city park that requires less water, chemicals, and mowing than traditional turf
- Native plant pollinator garden with water quality benefits
- Curb cut rain gardens
- Stream habitat restorations, including invasive species removal and native plantings
- Stormwater pond stabilization activities, including cleanup and native plantings, to promote resilience against heavy precipitation events

Secondarily, the VRWJPO strongly encourages applicants to include plans to engage community members about environmental stewardship as part of their proposals. This could include:

- Organizing volunteers to assist with planting
- Promoting the activity in a local publication or on social media
- Installing interpretive signage at the project site

Eligible entities

This grant program is intended for use by groups including, but not limited to:

- Community and civic organizations
- Non-profit organizations, including faith-based organizations
- Neighborhood or lake associations
- Schools and school districts
- Local government units (LGUs)
- Businesses and professional associations
- Libraries

Criteria

Applications must meet the following criteria to be funded:

- The project takes place within the Vermillion River Watershed geographic area.
- The project aligns with at least one (1) of the following Goals in the 2026-2035 Vermillion River Watershed Management Plan (Plan):
    - Protect and improve surface water quality.
    - Protect and improve groundwater quality.

- Reduce stormwater runoff rate and volume.
- Protect and improve groundwater aquifer supply.
- Improve the resilience of the watershed's natural and built environments.
- Adapt stormwater infrastructure to changing precipitation patterns.
- Mitigate impacts from human-caused ecosystem disruptions.
- Protect and enhance natural environments.

- Additional consideration will be given to projects that align with the following Community Relationships Goals in the Plan:
  - Improve the awareness and understanding of the VRWJPO.
  - Increase community connection to the watershed's natural resources.
  - Increase community understanding of environmental issues.

- The work tasks and desired outcomes are clearly stated. Applicants are encouraged to provide quantifiable measures as much as possible.
- The timeline and budget are reasonable and cost-effective.
- The grant amount requested is between $2,500 and $10,000 and lists proposed matching funds between 10 and 25 percent of the total project cost.
  - In-kind contributions may be included in the match.
  - Funds from other entities, such as city-issued grants or rebates, may be used as part of the match.

Actions required to comply with permits, rules, or legal mandates are not eligible for Stewardship Grants. Maintenance of previously existing projects is also ineligible.

Eligible Expenses

Your application must list all anticipated expenses that are eligible for reimbursement. These may include:

- Contractor costs relating to site preparation, project installation, fabrication, or others as approved by the VRWJPO
- Materials and supplies that will not be used beyond the scope of the project (e.g. plants, compost)
- Project signage
- Promotional materials

How to apply

Download the application here. Email completed applications to brita.moore-kutz@co.dakota.mn.us, with the subject line "Stewardship Grant Application." You will receive an email confirmation when your application is received. Alternatively, applications may be mailed to:

Vermillion River Watershed Joint Powers Organization Stewardship Grant Program
4100 220th St. W #103
Farmington, MN 55024

Applications are accepted anytime until and unless funds for the calendar year are gone. If so, this will be noted on the VRWJPO website. VRWJPO staff will review each application and respond on whether it is approved or not in a timely manner.

Reimbursement of grant funds

Once an application is approved, a grant agreement will be prepared by the VRWJPO and sent to the grantee for signature by their Authorized Representative. The agreement must be signed before any expenditures can be billed to the grant. Any expenditures accrued prior to the signing of the agreement will not be eligible for reimbursement. All expenses to be covered by the Stewardship Grant must be completed within the calendar year of the application; however, there is no restriction on the timing of physical work on the project.

Funds will be reimbursed up to the agreed-upon amount for documented costs, with reimbursement requests up to monthly until project completion. Grantees must provide copies of receipts and paid invoices when requests for reimbursement are submitted. VRWJPO staff have the authority to review and approve all expenses.

Expectations

Grantees are expected to:

- Maintain regular contact with VRWJPO staff during implementation.
- Acknowledge the VRWJPO as a source of funding in publications, media coverage, and other public materials, including the VRWJPO logo and website (will be sent to grantee via email).
- Submit a final report within 30 days of completion that includes photographs, achieved project outcomes, and ways the project engaged the community.
- *Optional:* Grantees may present on their projects at a Vermillion River Watershed Community Advisory Committee meeting.

Contact

Brita Moore-Kutz, Communications and Outreach Specialist for the VRWJPO
Email: brita.moore-kutz@co.dakota.mn.us
Phone: (952) 891-7967

This activity satisfies Action CMR-1 in the 2026-2035 Vermillion River Watershed Management Plan.

8b. Approval of Proposed Amendments to the 2026 Vermillion River Watershed Joint Powers Organization Budget

Meeting Date: 6/25/2026
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: (952) 891-7546

Resolution

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) adopted the final 2026 Vermillion River Watershed Joint Powers Organization (VRWJPO) budget on December 4, 2025; and

WHEREAS, the budget included expenses and revenues totaling $2,848,648; and

WHEREAS, a budget amendment is being proposed to incorporate revenue from a Minnesota Pollution Control Agency Planning Grant for Stormwater, Wastewater, and Community Resilience (Grant) and related expenses for a Climate and Stormwater Resiliency Study (Study).

WHEREAS, the Grant would provide up to $129,381 in revenue in 2026 and the associated Study would provide up to $129,381 in expenses in 2026.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB approves the amendment to the VRWJPO 2026 budget to bring the budgeted total expenses and revenues to $2,978,029.

Background

Staff are proposing to amend the VRWJPO 2026 budget to incorporate a FY26 Minnesota Pollution Control Agency Planning Grant for Stormwater, Wastewater, and Community Resilience.

Approving the proposed amendment would be consistent with previous amendments the VRWJPB has annually approved. Execution of the Grant was approved by the VRWJPB at their April 23, 2026, meeting and would achieve actions under the Climate Resiliency Goal in the 2026-2035 Vermillion River Watershed Management Plan.

A proposed revised budget is attached. Please note that this budget format looks different from what was adopted in December 2025 as we work to revise and update our various online documents to be digitally accessible.

Recommendation

Staff recommends the VRWJPB approve proposed amendments to the VRWJPO 2026 budget.

Financial and Staffing Impacts

Previous Board Actions

VRW 25-47; 12/04/25
VRW 26-20 4/23/26
VRW 26-21 4/23/26

Attachments

Attachment: Proposed Amended VRWJPO 2026 Budget

VRWJPO 2026 Budget

Expense Budget Category	Expense Budget Activity	Operations and Programs Expenses	CIP Expenses	Expenses Total
Administration and Operations	Dakota County VRW Staff	$ 227,000	$ -	$ 227,000
Administration and Operations	Scott County VRW Staff	$ 15,000	$ -	$ 15,000
Administration and Operations	Legal Support	$ 25,000	$ -	$ 25,000
Administration and Operations	Miscellaneous Expenses (per diems, mileage, postage, insurance, etc.)	$ 11,000	$ -	$ 11,000
Administration and Operations	Training, Conferences, and Certifications	$ 6,000	$ -	$ 6,000
Planning	Dakota SWCD Incentive Program Policy Assistance	$ 1,500	$ -	$ 1,500
Planning	VRW Staff	$ 30,000	$ -	$ 30,000
Inventory, Assessment, & Research	Monitoring	$ 100,000	$ -	$ 100,000
Inventory, Assessment, & Research	USGS and DNR Flow Gaging	$ 20,000	$ -	$ 20,000
Inventory, Assessment, & Research	VRW Staff	$ 20,000	$ -	$ 20,000
Inventory, Assessment, & Research	General GIS support (Dakota SWCD)	$ 1,500	$ -	$ 1,500
Inventory, Assessment, & Research	Equipment/Supplies	$ 1,000	$ -	$ 1,000
Inventory, Assessment, & Research	Enhanced Street Sweeping Assessment	$ 45,000	$ -	$ 45,000
Inventory, Assessment, & Research	Climate and Stormwater Resiliency Study	$ 129,381	$ -	$ 129,381
Communications, Outreach, and Public Relations	VRW Staff	$ 108,000	$ -	$ 108,000
Communications, Outreach, and Public Relations	Dakota SWCD Outreach and Education	$ 40,000	$ -	$ 40,000
Communications, Outreach, and Public Relations	Scott County SWCD Outreach and Education	$ 2,300	$ -	$ 2,300
Communications, Outreach, and Public Relations	Communication and Outreach Materials and Supplies, Signage	$ 7,500	$ -	$ 7,500
Communications, Outreach, and Public Relations	Local Standards/Ordinance and Turf/Salt Workshops	$ 2,500	$ -	$ 2,500
Communications, Outreach, and Public Relations	Children's Water Festival Support	$ 600	$ -	$ 600
Communications, Outreach, and Public Relations	Watershed Partners	$ 5,000	$ -	$ 5,000
Communications, Outreach, and Public Relations	Digital Accessibility Requirement Assessment and Improvements	$ 9,000	$ -	$ 9,000
Communications, Outreach, and Public Relations	Stewardship Grant Program	$ 25,000	$ -	$ 25,000
Regulation	VRW Staff-Permitting, Standards Assistance, Engineering/Environmental Review	$ 45,000	$ -	$ 45,000
Feasibility & Preliminary Engineering	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	$ 20,000	$ -	$ 20,000
Feasibility & Preliminary Engineering	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (VRW staff)	$ 40,000	$ -	$ 40,000
Feasibility & Preliminary Engineering	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Consulting)	$ 20,000	$ -	$ 20,000
CIP and Maintenance (General)	Cost Share Programs in Dakota County (SWCD)	$ -	$ 60,000	$ 60,000
CIP and Maintenance (General)	Cost Share Programs in Scott County (SWCD)	$ -	$ 25,000	$ 25,000
CIP and Maintenance (General)	VRW General Cost-share or Miscellaneous Grant Match	$ -	$ 40,000	$ 40,000
CIP and Maintenance (General)	Past projects maintenance/repair	$ -	$ 30,000	$ 30,000
CIP and Maintenance (General)	VRW staff construction oversight and grant development and admin	$ -	$ 60,000	$ 60,000
East Lake Fish Management	VRWJPO cost share	$ -	$ 10,000	$ 10,000
FY24 CWF Alimagnet Alum Treatment	Alimagnet Alum Treatment	$ -	$ 121,423	$ 121,423
FY24 CWF Alimagnet Alum Treatment	VRWJPO cash match	$ -	$ 17,331	$ 17,331
FY24-25 WBIF Lakeville Firelight Way TSS	Firelight Way TSS Reduction grant pass-through	$ -	$ 165,870	$ 165,870
FY24-25 WBIF Lakeville Firelight Way TSS	VRWJPO cash match	$ -	$ 10,000	$ 10,000
FY24-25 WBIF Hastings 15th & Bailey TSS	15th & Bailey TSS Reduction grant pass-through	$ -	$ 177,350	$ 177,350
FY24-25 WBIF Hastings 15th & Bailey TSS	VRWJPO cash match	$ -	$ 111,000	$ 111,000
FY24-25 WBIF Farmington 4th & Willow TSS	4th & Willow TSS Reduction grant pass-through	$ -	$ 63,912	$ 63,912
FY24-25 WBIF Farmington 4th & Willow TSS	VRWJPO cash match	$ -	$ 39,207	$ 39,207
FY25 CWF Alimagnet Alum Treatment Phase 2	Alimagnet Alum Treatment Phase 2	$ -	$ 52,000	$ 52,000
FY25 CWF Alimagnet Alum Treatment Phase 2	VRWJPO cash match	$ -	$ 5,500	$ 5,500
FY25 CPL North Creek at Denali Way	FY25 CPL North Creek at Denali Way	$ -	$ 364,155	$ 364,155
FY25 CPL North Creek at Denali Way	VRWJPO cash match	$ -	$ 25,000	$ 25,000
FY25 CPL North Creek at Hwy 3	FY25 CPL North Creek at Hwy 3	$ -	$ 500,000	$ 500,000
FY25 CPL North Creek at Hwy 3	VRWJPO cash match	$ -	$ 25,000	$ 25,000
Apple Valley EVR-P55 Stormwater Pond Retrofit	VRWJPO cost share	$ -	$ 18,000	$ 18,000
Wetland Bank Credit Sales	Braun Wetland Bank Credit Sales	$ -	$ 100,000	$ 100,000
Total Expenditures	**NA**	**$ 957,281**	**$ 2,020,748**	**$ 2,978,029**

-	-	-	-	-

Revenue Budget Category	Revenue Budget Activity	NA	NA2	Revenue Total
Braun Wetland Bank Credit Revenue	NA	NA	NA	$ 100,000
Use of Fund Balance	NA	NA	NA	$ 401,413
Grant Revenue	NA	NA	NA	$ 1,347,391
Fees for Permitting Activities	NA	NA	NA	$ 1,000
Dakota County Levy	NA	NA	NA	$ 1,037,693
Scott County Levy	NA	NA	NA	$ 40,532
Investment Earnings	NA	NA	NA	$ 50,000
Total Revenues	**NA**	**NA**	**NA**	**$ 2,978,029**