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

Date and time

September 24, 2026, 1 p.m., in-person at the Dakota County Extension and Conservation Center and virtually via Microsoft Teams

1. Call to Order		
2. Roll Call		
3. Audience Comments on Items Not on the Agenda *(please limit audience comments to five minutes)*		
4. Approval of Agenda	Action	Page 1
5. Approval of Minutes from the August 27, 2026, Meeting	Action	Page 3
6. Consent Agenda	Action	
a. Acceptance of Treasurer's Reports		Page 10
b. Authorization to Amend a Contract with Solitude Lake Management for the Alimagnet Lake Alum Treatment Project		Page 11
7. Approval of Expenses	Action	Page 16
8. Business Items		
a. Authorization to Amend a Joint Powers Agreement with the City of Farmington and Dakota County for the 4th & Willow Total Suspended Solids Reduction Project	Action	Page 17
9. Staff Reports		
10. Adjourn	Action	

Please note, the September 24, 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, located at 4100 220th Street West, Farmington, MN; and **online** via the Microsoft Teams link below. *Some VRWJPB members may be participating in this meeting via interactive technology, in compliance with Minn. Stat. 13D.04.*

Join: https://teams.microsoft.com/meet/222031284612923?p=3v9Y1tYOMvnhcBylLQ
Meeting ID: 222 031 284 612 923
Passcode: J7FA6px3
Need help? | System reference

Dial in by phone
+1 651-273-3070,,204256563# United States, Hastings
Find a local number
Phone conference ID: 204 256 563#

Other Information

Next meeting date: October 22, 2026, at 1 p.m. *You will be notified if the meeting is cancelled due to an anticipated lack of quorum.*

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

Date: Thursday, August 27, 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 Community Advisory Committee (CAC) Members in Attendance

- Sandy Weber
- Brad Blackett

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

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

Others in Attendance

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

Agenda

1. Call to Order

The meeting was called to order by Chair 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

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None.

4. Approval of Agenda

Res. No. VRW 26-32: 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 July 23, 2026, Meeting

Res. No. VRW 26-33: Motion by Commissioner Wolf to approve the minutes, seconded by Commissioner Hamann-Roland. Motion carried on a 3-0 voice vote.

6. Approval of Consent Agenda

a. Acceptance of Treasurer's Reports

Res. No. VRW 26-34: 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 July 1-31, 2026, totaling $153,149.68.

Res. No. VRW 26-35: 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. Public Hearing to Receive Comments on and Adoption of the Preliminary Vermillion River Watershed Joint Powers Organization 2027 Budget and Watershed Management Tax District Levy

Before the Board opened the public hearing, Travis Thiel presented three options for the preliminary budget and levy. The first is to raise the Watershed Management Tax District levy by 5 percent, the second to raise the levy by 4.25 percent, and the third to raise the levy by 3.5 percent. Staff recommended the 5 percent levy increase scenario. In the lower percentage scenarios, the reduction is in the cost-share amount recommended for the South Creek Stream Restoration Project (see item 8c) that will be completed by Minnesota Trout Unlimited (MNTU). In all options, a new line item for the Wetland Health Evaluation Program (WHEP) in Vermillion Township is included under Communications, Outreach, and Public Relations.

Commissioner Slavik noted that the VRWJPO's tax impact is much less than other local levies. The approved preliminary levy is the highest, in terms of dollars, that the final levy can be when approved in December by the Dakota and Scott County Boards. It can be lowered between the preliminary and final versions. With that option open, the Commissioners agreed to recommend the 5 percent scenario for public comment. Travis requested that if they have further suggestions before the December vote on the final budget and levy, they contact him well in advance.

Commissioner Slavik opened the public hearing under his authority as Board Chair. Melissa Bokman Ermer commented that the Scott Watershed Management Organization, which neighbors the VRWJPO,

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also is proposing a 5 percent levy increase for their 2027 budget. As there were no further comments, Commissioner Slavik closed the public hearing and requested a motion to approve.

Res. No. VRW 26-36: Motion by Commissioner Hamann-Roland to approve the preliminary budget and levy with a 5 percent increase in the amount levied, seconded by Commissioner Wolf. Motion carried on a 3-0 voice vote.

b. Presentation and Overview of Planned and Processed 2026 Expenditures Associated with the Partner Project Maintenance and Repair Assistance Grants and Stewardship Grant Programs

Brita Moore-Kutz presented two approved 2026 Stewardship Grant projects:

- The City of Farmington has been allocated $10,000 for a wet prairie restoration on the Vermillion River floodplain near the intersection of Spruce Street and Dakota County Road 31 (Denmark Ave.). The City will remove invasive plant species, followed by forestry mulching and cover crop and native wet prairie seeding. They will engage Twin Cities Trout Unlimited (TCTU) volunteers for the seeding activity. Project goals include reducing streambank erosion, managing invasive species, preparing for future greenway development, and building community engagement.
- Friends of the Mississippi River (FMR), a Saint Paul-based environmental nonprofit organization, has been allocated $6,180 for two riparian prairie restoration efforts in the Hastings area. One is at the Dakota County Park Conservation Area (PCA) at the intersection of County Road 46 and General Sieben Drive, which includes a reach of the Vermillion River. The second is in Vermillion River Linear Park, a city park along the river just before the Falls. Efforts will include planting native prairie plants at the PCA, including a volunteer event on September 29, and a native seeding event later in the fall at Linear Park. Project goals include reducing erosion and invasive plant species, engaging volunteers, and restoring pollinator habitat.

Jeff Dunn presented two approved 2026 Partner Project Maintenance and Repair Assistance Grant projects:

- A wetland restoration project at the Avonlea housing development in Lakeville included some stream meandering work on the Middle Creek tributary to the Vermillion River, which runs through the area. The creek had been straightened when the land was farmed. Maintenance work funded by the VRWJPO will include invasive species removal and native plantings to stabilize streambanks and reduce erosion. Grant funds allocated total $6,137.
- Also on Middle Creek, two reaches of the stream at the Pinnacle Reserve development in Lakeville will have similar maintenance needs to Avonlea with invasive species removal and native plant restorations. Grant funds allocated total $7,795.

Commissioner Slavik asked about the purpose of the Maintenance and Repair Assistance Grant, since the VRWJPO already spends money cost-sharing partner projects when they are first completed. Travis answered that the grant helps extend the “lives” of the projects, so they can provide effective water resource benefits for longer periods of time.

Commissioner Slavik expressed mild concern that some taxpayers may perceive the grant as helping private developers, as when the Avonlea wetland was first implemented, the developer was heavily involved in the process. Kelly Perrine clarified that the VRWJPO’s contributions didn’t necessarily benefit the developer, but the City of Lakeville’s Environmental Resources Department was working

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with the developer to achieve pollutant loading reductions above and beyond those of the Municipal Separate Storm Sewer System (MS4) permit requirements.

Commissioner Slavik encouraged staff to communicate the value of the Maintenance and Repair Grant as providing greater return on investments.

Information only.

c. Presentation and Overview of the Minnesota Trout Unlimited South Creek Restoration Project

Jeff Dunn presented the design for the project to remeander a straightened channel of South Creek near the Vita Attiva development in Farmington. The reach is within a designated trout stream area and a Dakota County PCA. MNTU received a grant from the state's Outdoor Heritage Fund to complete this work and will receive cost-share and advisory input from the VRWJPO.

MNTU plans to use toewood in the stream bends and riffles along the streambed to oxygenate the water and reduce streamflow velocities, which would also reduce erosion risk. Riffles consist of gravel and rock. Toewood consists of cut trees and stumps driven into the embankment. MNTU hopes to use trees removed from the Spruce Street floodplain during the City of Farmington Stewardship Grant project (see 8b) as toewood. Travis also noted the City may contribute ash trees cut down due to emerald ash borer infestations.

Jeff showed an example of a similar project in Miesville by Dakota SWCD. To install toewood, the degraded area is excavated, then trees are installed perpendicular to the flow of the water in the new bends, often leaving root wads sticking out. The bank is further stabilized with riprap, soil, burlap fabric, and native planta seeding.

Commissioner Slavik recalled another VRWJPO project in Farmington's Rambling River Park that used root wads to stabilize the streambanks in a popular fishing area.

Information only.

9. Staff Reports

Melissa Bokman Ermer

- The draft 2027-2036 Scott Watershed Management Plan is available for public comment. Melissa noted that Kelly Perrine served on the Technical Advisory Committee developing the plan.
- Melissa represents the VRWJPO on the Scott County Association for Leadership and Efficiency (SCALE) Water Committee, which develops education for elected officials on water resource topics. She distributed some educational materials SCALE created to help residents know who to contact about permitting issues.

Jeff Dunn

- A letter was distributed to VRWJPO small cities and townships regarding ordinance updates required by the Watershed Management Plan update.

Brita Moore-Kutz

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- The new interactive display at the Dakota County Fair proved a success. Of the five jar label categories, Being in Nature got the most marble votes with 648 over the seven-day event. Fishing came in a close second with 646. The numbers are more qualitative than quantitative in substance but serve as reference points for future messaging.
- TCTU has won an award from the national Trout Unlimited organization. They will receive the Gold Trout Chapter Award as one of the country's top chapters at the Trout Unlimited convention in Minneapolis in September. TCTU has forged a strong partnership with the VRWJPO and consistently promotes the organization's work.

Kelly Perrine

- VRWJPO, Dakota SWCD, and TCTU are partnering to perform pre- and post-restoration macroinvertebrate monitoring at the South Creek restoration project site as detailed in item 8c.
- The final Convene meeting for the VRWJPO FY26-27 Watershed-Based Implementation Funding (WBIF) took place that morning. The purpose of Convene is to propose and vote on various projects that could use WBIF. Projects preliminarily approved include an anti-icing brine tank for the City of Rosemount (reduced de-icing salt usage), a subwatershed analysis of the Mississippi Direct subwatershed, an additional street sweeper to enhance sweeping efforts in Lakeville, a channel stabilization on Middle Creek, an alum treatment feasibility study on Long and Farquar Lakes, and a nitrate reduction irrigation management project.

Travis Thiel

- Commissioners received a memo earlier in the week regarding Solitude Lake Management (SLM) and the Alimagnet Lake Alum Treatment project. SLM was contracted to complete two doses of aluminum sulfate (alum) in Alimagnet Lake and completed the first in fall 2024. Their staff mobilized to begin the second dose in spring 2026. However, the water's pH readings were too high, which would have reduced the effectiveness of the alum or been toxic to organisms in the lake, so they demobilized. The high pH was likely due to early ice-off conditions on the lake and warm spring temperatures causing early photosynthesis in algae and other aquatic plants. This was the first time this had ever happened in SLM's experience.

  The second dose was re-slated for fall 2026. Because SLM mobilized in the spring at a cost of over $38,832, they requested compensation for the work their vendors completed in the mobilization at a cost of $26,000. VRWJPO staff discussed with SLM whether an extra $20,000 to cover those costs in a contract amendment would be acceptable, which they agreed to. Staff indicated the JPB's approval is required since they approved the original contract.

  Commissioner Hamann-Roland asked if there was a way to assure that lake conditions were favorable prior to mobilizing for a fall treatment as part of the contract amendment. Legal Counsel Brian Wisdorf said that the contract could include language that is clearer about the implications of the responsibilities associated with determining when they mobilize again in the fall. Kelly added that she would like clarification on language to add to keep the project moving forward, as the second dose being delayed further would greatly hinder the success of the project. She also added that with the second Clean Water Fund grant the VRWJPO received for the alum treatment, there was adequate money left over to cover the additional $20,000 with SLM.

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Commissioner Slavik asked if the VRWJPO could do anything ahead of time to test pH without all the equipment being mobilized by SLM. Travis replied that the VRWJPO's engineering consultant (different entity from SLM) would be more qualified to do that work.

Staff will bring a formal request for JPB approval of the contract amendment to the September regular meeting, which would allow the fall treatment to proceed.

10. Adjourn

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

Next meeting date: Thursday, September 24, 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

_____ _____

Scott County Commissioner Tom Wolf, VRWJPB Secretary/Treasurer Date

2025 Vermillion River Watershed Joint Powers Organization

August 2026 Treasurer's Report					
Account Category	MTD Actuals	YTD Actuals	% Budget	Budget	Balance
41 – County Levies	0	567,620	53%	1,078,225	510,605
41002 – Dakota County Levy	0	544,862	53%	1,037,693	492,831
41031 – Scott County Levy	0	22,758	56%	40,532	17,775
43 – Investment Interest & Wetland Bank Revenue	-4,147	104,738	70%	150,000	45,262
43099 - Misc Other Revenue	*0*	*50,012*	*50%*	*100,000*	*49,988*
43291 - Interest on Investments	*-4,147*	*54,725*	*109%*	*50,000*	*-4,725*
45 – Permit Revenue	0	0	0%	1,000	1,000
47 – Grant Revenue	0	142,358	11%	1,347,391	1,205,033
49 – Operations & CIP Fund Balance	0	0	0%	401,413	401,413
49495 - Use of Fund Balance (Operations)	*0*	*0*	*0%*	*-301,325*	*-301,325*
49495 - Use of Fund Balance (CIP)	*0*	*0*	*0%*	*702,738*	*702,738*
Total Revenue	**-4,147**	**814,716**	**27%**	**2,978,029**	**2,163,313**
53 – Salaries	*40,153*	*331,746*	*61%*	*545,000*	*213,254*
53001 - Dakota County Staff Time	*39,869*	*329,341*	*62%*	*530,000*	*200,659*
53039 - Scott County Staff Time	*283*	*2,405*	*16%*	*15,000*	*12,595*
53 – Dept/County Support	21,323	132,588	52%	253,366	120,778
53002 - Administrative & Consulting	*18,282*	*111,611*	*49%*	*227,266*	*115,655*
53004 - Legal	*3,042*	*20,977*	*80%*	*26,100*	*5,123*
54 – Travel & Training	*19*	*520*	10%	*5,440*	4,920
55 – Office Support	*9*	*1,267*	105%	*1,211*	-56
57 – Operations & Programs	575	85,341	40%	212,264	126,923
57011 - Monitoring Direct Expenses	*0*	*25,773*	25%	*101,500*	75,727
57011 - Public Outreach Direct Expenses	*575*	*40,089*	50%	*80,024*	39,935
57011 - Feasibilty Direct Expenses	*0*	*12,075*	60%	*20,000*	7,925
57011- Other Direct Expenses	*0*	*7,405*	69%	*10,740*	3,335
59 – CIP	*7,071*	*50,512*	3%	*1,960,748*	1,910,236
Total Expenses	**69,150**	**601,974**	**20%**	**2,978,029**	**2,376,055**
VERMILLION RIVER WATERSHED Surplus/Deficit	**-73,297**	**212,741**		**0**	**212,741**

6b. Authorization to Amend the Contract with Solitude Lake Management for the Alimagnet Lake Alum Treatment Project

Meeting Date: 9/24/2026
Item Type: Consent-Action
Contact: Kelly Perrine
Telephone: (952) 891-7546

Resolution

WHEREAS, Alimagnet Lake is one of five identified recreational lakes located within the Vermillion River Watershed; and

WHEREAS, Alimagnet Lake is included on the Environmental Protection Agency's (EPA) 303 (d) Impaired Waters List, listed as impaired for nutrients (phosphorus); and

WHEREAS, Vermillion River Watershed Joint Powers Organization (VRWJPO) staff have worked with the cities of Apple Valley and Burnsville (Partners) to implement a number of projects and practices to address external phosphorus loading in the Alimagnet Lake watershed; and

WHEREAS, VRWJPO staff and Partners completed an Alimagnet Lake Alum Treatment Feasibility study that found an alum treatment would result in an estimated internal phosphorus load reduction of 114.9 lbs/year; and

WHEREAS, the estimated phosphorus load reduction could allow for Alimagnet Lake to be removed from the EPA's 303 (d) Impaired Waters List; and

WHEREAS, VRWJPO staff and Partners received a competitive Clean Water Fund (CWF) grant award to control internal phosphorus loading within Alimagnet Lake through a split-dose alum treatment in 2024 and 2026 (Project); and

WHEREAS, Barr Engineering, the Project consultant, estimated the Project cost to be $262,055.20; and

WHEREAS, VRWJPO staff administered a Request for Bids (RFB) for the Project with a bid opening on August 1; and

WHEREAS, the lowest (and sole) bid received was $314,233.70 from Solitude Lake Management (SLM); and

WHEREAS, justification of the Engineer's Estimate shortfall was due to market fluctuation in the pricing of alum and sodium aluminate (an alum buffering agent); and

WHEREAS, the VRWJPO applied for and was awarded a second competitive CWF grant to supplement the original grant and pay for the additional cost plus some contingency; and

WHEREAS, SLM mobilized to the lake in spring 2026 and the lake pH was not within the specifications that allowed for the treatment to be performed; and

WHEREAS, SLM seeks reimbursement for a portion of their costs associated with the spring mobilization considering a fall application is now planned that will require a third mobilization; and

WHEREAS, while SLM sought $26,000 in reimbursement, further discussions with VRWJPO staff justified a reduction to $20,000; and

WHEREAS, at their August 27, 2026 meeting, the Vermillion River Watershed Joint Powers Board (VRWJPB) discussed SLM's request for an additional $20,000 associated with the inability to complete the spring treatment, and the availability of adequate CWF grant and local match to cover the additional cost; and

WHEREAS, at their August 27, 2026, meeting the VRWJPB provided guidance to staff to assemble a contract amendment that provides an additional $20,000 to SLM along with added VRWJPO protections, to the maximum extent practicable, from this same situation happening again.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its Chair to execute a contract amendment with Solitude Lake Management in an amount not to exceed $334,233.70 for administration of the Alimagnet Lake Alum Treatment Project; subject to approval as to form by the Dakota County Attorney's Office**.**

Background

SLM is uniquely suited to provide this service as the only regional contractor who applies both alum and a sodium aluminate buffer solution to protect pH levels in lakes. Going out for bid for the second treatment would likely not result in a different outcome, as Solitude Lake Management is the only contractor capable of meeting the treatment specifications developed by our Project Consultant. Re-bidding the project would delay implementation and could potentially result in an unsuccessful treatment, jeopardizing compliance with the requirements of the state grant funding.

Recommendation

Staff recommend that the VRWJPB amend the contract to provide an additional $20,000 in compensation to SLM with added protection in the contract for the VRWJPO.

Financial and Staffing Impacts

The 2026 VRWJPO budget includes a CWF grant and local funding adequate to cover an additional $20,000 in cost for the Alimagnet Lake Alum Treatment Project.

Previous Board Actions

VRW 24-42; 8/22/2024

Attachments

Attachment: First Amendment to Solitude Lake Management Contract for Alimagnet Lake Aluminum Treatments

FIRST AMENDMENT TO CONTRACT BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION AND SOLITUDE LAKE MANAGEMENT LLC FOR ALIMAGNET LAKE ALUMINUM TREATMENTS

WHEREAS, effective September 12, 2024, the Vermillion River Watershed Joint Powers Organization (VRWJPO) and Solitude Lake Management LLC (Contractor) entered into a contract for the provision of services, labor and materials related to Alimagnet Lake Aluminum Treatments (DCA22016)(Contract); and

WHEREAS, Section 20.2 of the Contract incorporates **Exhibits 1 and 2** into the Contract; and

WHEREAS, Instructions to Bidders, Article 8 Contract Times, Paragraph 8.02 within **Exhibit 1** (Contract Documents) states:

> The Work can begin after issuance of notice to proceed to Contractor, and must be completed by October 31, 2024 for the 1st application and by May 29, 2026 for the 2nd application; unless a later date is set by the Owner or their appointed representative. The Work for the 2nd application must not commence until favorable conditions in the spring of 2026. Favorable conditions for application will be determined by the Owner or their appointed representative in 2026; and

WHEREAS, Technical Specifications Section 01000 Summary of Work, Part 1 General, Paragraph 1.07 (A) within **Exhibit 1** (Contract Documents) of the Contract states:

> The aluminum application must be conducted such that the 2024 application is completed when favorable conditions are present and no later than October 31, 2024; and that the 2026 application is completed when favorable conditions are present and no later than May 29, 2026, with Work not commencing earlier than the spring of 2026. Favorable conditions for the 2026 application will be determined by the Owner or their appointed representative; and

WHEREAS, Contractor's bid at Page 5 of 13 of **Exhibit 2** (Contractor's bid) states, in part, the following descriptions for Items 2.1 – 2.5:

Item	**Description**	
2.1	Mobilization/Demobilization – Spring 2026 Application	$32,256.00
2.2	Liquid Aluminum Sulfate (Alum) Application to Main Basin – Spring 2026 Application	$33,062.40
2.3	Liquid Sodium Aluminate Application to Main Basin – Spring 2026 Application	$71,904.00
2.4	Liquid Aluminum Sulfate (Alum) Application to West Basin – Spring 2026 Application	$7,626.00
2.5	Liquid Sodium Aluminate Application to West Basin – Spring 2026 Application	$16,585.00

WHEREAS, Section 3 (Total Cost) of the Contract states:

> VRWJPO will pay Contractor a total amount not to exceed Three Hundred Fourteen Thousand Two Hundred Thirty-Three and 70/100 Dollars ($314,233.70) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied conditions precedent. The VRWJPO is not required to pay any minimum amount of any Services; and

WHEREAS, Section 3.1 (Compensation) of the Contract states:

> The VRWJPO shall pay for Services at the unit prices and lump sum prices set forth in **Exhibit 2** with the total amount not to exceed the Contract Maximum; and

WHEREAS, Contractor mobilized and demobilized in May 2026 without completing the Spring 2026 Application due to pH levels falling outside the levels set forth in Technical Specifications 02400, Section 3.02 (E) and (G) and 3.04 (D) within **Exhibit 1** (Contract Documents) of the Contract; and

WHEREAS, Contractor requested a Twenty Thousand and no/100 Dollar ($20,000.00) upward adjustment in the Contract Maximum for an additional mobilization and demobilzation in the Fall of 2026 to complete the Spring 2026 Application (now the Fall 2026 Application); and

WHEREAS, Contractor anticipates mobilization on October 6, 2026, with the Fall 2026 Application occurring on October 7th thru 10th, 2026, with treatment dependent on conducive weather and lake conditions as set forth in Technical Specifications 02400, Section 3.02; and

WHEREAS, the Contract provides that any amendments shall be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the VRWJPO and Contractor agree to amend the Contract as follows:

1. To amend Section 3. Total Cost to read as follows:

   VRWJPO will pay Contractor a total amount not to exceed Three Hundred Thirty-Four Thousand Two Hundred Thirty-Three and 70/100 Dollars ($334,233.70) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied conditions precedent. The VRWJPO is not required to pay any minimum amount of any Services; and

2. To amend Technical Specifications Section 01000 Summary of Work, Part 1 General, Paragraph 1.07 (A) within **Exhibit 1** (Contract Documents) to read as follows:

   The aluminum application must be conducted such that the 2024 application is completed when favorable conditions are present and no later than October 31, 2024; and that the 2026 application is completed when favorable conditions are present and no later than November 30, 2026, with Work not commencing earlier than the spring of 2026. Favorable conditions for the 2026 application will be determined by the Owner or their appointed representative.

   For the Fall 2026 Application, the Owner and Contractor shall proceed as follows:
   (a) Contractor shall provide written notification via email to Owner and Owner's appointed representative, Barr Engineering, seven (7) business days prior to Contractor's mobilization in the fall of 2026; and
   (b) Owner's appointed representative, Barr Engineering, will complete a pre-mobilization jar test four (4) business days prior to the Contractor's mobilization in the fall of 2026 and communicate those results to Owner; and
   (c) Owner and/or Owner's appointed representative, Barr Engineering, staff will provide Contractor with the Barr Engineering's jar test results in writing via email the same day the tests are conducted.

   All testing requirements, responsibilities and other obligations of the Contractor once mobilized remain unchanged by this Amendment.

3. To amend the descriptions for Items 2.1 – 2.5 of Contractor's bid at Page 5 of 13 of **Exhibit 2** (Contractor's bid), to read as follows:

Item	**Description**	
2.1 (a)	Mobilization/Demobilization – Spring 2026 Application	$20,000.00
2.1 (b)	Mobilization/Demobilization – Fall 2026 Application	$32,256.00
2.2	Liquid Aluminum Sulfate (Alum) Application to Main Basin – Fall 2026 Application	$33,062.40
2.3	Liquid Sodium Aluminate Application to Main Basin – Fall 2026 Application	$71,904.00
2.4	Liquid Aluminum Sulfate (Alum) Application to West Basin – Fall 2026 Application	$7,626.00

2.5	Liquid Sodium Aluminate Application to West Basin – Fall 2026 Application	$16,585.00

All other information contained on Page 5 of 13 of **Exhibit 2** (Contractor's bid) remains unchanged.

4. This Amendment is effective and enforceable on the date that the parties sign this Amendment.

5. All other terms of the Contract between the VRWJPO and Contractor shall remain in full force and effect.

6. In any case where this First Amendment conflicts with the Contract, this First Amendment shall prevail.

7. ELECTRONIC SIGNATURES**.** Each party agrees that the electronic signatures of the parties included in this Contract and any amendments are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

By: _____

Mike Slavik, Chair
Vermillion River Watershed JPO

Date of Signature: _____

CONTRACTOR

(***I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)***

By: _____

Signature

_____

Title

Contract Number: DCA22016.1

Solitude Lake Management LLC
1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Date of Signature: _____

APPROVED AS TO FORM:

_____
Assistant County Attorney/Date
KS-24-549-01

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Vermillion River Watershed Joint Powers Organization

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

August 2026 Expense Report

The invoices submitted between July 1 and July 31, 2026
total: $153,149.68

The final invoices submitted between August 1 and August 31, 2026

Invoice	Vendor		Amount
	DC Staff Time	$	39,869.42
Jul-26	DC Legal	$	2,900.52
CI-000001427	Scott County - July Admin	$	283.16
26-12301-07	144 Design	$	1,562.50
26-12301-06	144 Design	$	4,562.50
113870	The Journal	$	141.12
23191497.01 - 14	Barr Engineering	$	961.00
R-030811-000-7	WSB	$	3,135.50
2026-295	Scott County Soil & Water Conservation District	$	6,684.50
00222-0024-3	Emmons & Olivier	$	9,021.25
August	Mail charges	$	9.36
Kperrine Expense	Mileage	$	19.15
		TOTAL	**$ 69,149.98**

Action Requested: Approval of all expenses as presented

8a. Authorization to Amend Joint Powers Agreement with the City of Farmington and Dakota County, 4th and Willow TSS Reduction Project

Meeting Date: 9/24/2026
Item Type: Regular-Action
Contact: Jeff Dunn
Telephone: (952) 891-7140

Resolution

WHEREAS, in 2024, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for Watershed Based Implementation Funding (Grant) for the 4th and Willow Total Suspended Solids (TSS) Reduction Project (Project); and

WHEREAS, the Project is located near 4th Street and Willow Street in Farmington, MN; and

WHEREAS, the Project was estimated to cost $117,120 based on preliminary engineering design; and

WHEREAS, the Grant award provides up to $71,013 for design and construction of the Project; and

WHEREAS, the Project will reduce TSS and result in improved water quality conditions in the Vermillion River; and

WHEREAS, the City subsequently commissioned a detailed feasibility report in early 2026 to perform a more detailed design and further evaluate the proposed treatment structure, site conditions, design requirements, and project costs; and

WHEREAS, the 2026 feasibility report identified additional site and design needs, including a diversion structure, dewatering measures due to groundwater observed at a depth of approximately four feet, and an increase in the proposed outfall pipe diameter from 18 inches to 30; and

WHEREAS, the additional site-specific design and construction requirements identified through the feasibility study are necessary to construct the proposed treatment structure and associated infrastructure and achieve the anticipated water quality benefits of the Project; and

WHEREAS, the 2026 feasibility report indicates there is a significant increase in the estimated cost for the Project that was not anticipated when the Grant was applied for and when the VRWJPO budgeted local match for the Project; and

WHEREAS, the Project is now estimated to cost $251,875, an increase of $134,755 from the original cost estimate; and

WHEREAS, the Project was originally planned for 2026 construction and is now planned for 2027 construction; and.

WHEREAS, the Grant requires a minimum 10 percent local match, which will be provided using a combination of funding from the City of Farmington, Dakota County, and the VRWJPO; and

WHEREAS, the VRWJPO will pass through Grant funding, will increase its local match from $39,207 to $100,000, and provide in-kind grant administration services that will be paid for from the Capital Improvement Project category of the VRWJPO budget.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes its Chair to amend the Joint Powers Agreement with the City of Farmington and Dakota County, with a Vermillion River Watershed Joint Powers Organization contribution in an amount not to exceed $100,000 for the 4th and Willow TSS Reduction Project, subject to approval by the Dakota County Attorney's Office as to form.

Background

In 2024, VRWJPO staff applied for and received Grant funding for design and construction of a hydrodynamic separator (HDS) near the intersection of 4th Street and Willow Street in Farmington, MN. A HDS is a stormwater management device that uses flow-through structures with a settling or separation unit to remove TSS and other pollutants from stormwater runoff, which will improve water quality in the nearby Vermillion River. Based on preliminary engineering and cost estimate provided by the City of Farmington's engineering consultant, the estimated cost for the project was $117,120.

Resolution VRW 24-50 was executed on December 5th, 2024, and authorized the VRWJPO to pass through $71,013 in Grant funding and provide a cash match contribution of $39,207. Dakota County would also provide an additional $5,000 in cash match, bringing the total identified funding for the Project to $115,220. With the 2026 feasibility study complete, additional design and construction requirements result in the cost estimate increasing to $251,875, and the need for additional financial assistance to make the up difference.

The preliminary 2027 VRWJPO budget approved at the August 27, 2026, VRWJPB meeting, includes the originally anticipated $71,013 in pass through grant funding, and $100,000 in the VRWJPO cash match.

Recommendation

VRWJPO staff recommend amending the Joint Powers Agreement (JPA) for the Project with a VRWJPO grant pass through of $71,013 and local match contribution in an amount not to exceed $100,000.

Financial and Staffing Impacts

The preliminary 2027 VRWJPO budget reflects grant pass through of $71,013 and $100,000 in cost-share to assist in funding the project.

Previous Board Actions

VRW 24-50; 12/5/2024
VRW 26-36; 8/27/2026

Attachments

Attachment: Draft JPA – Revised Joint Powers Agreement for the 4th and Willow TSS Reduction Project between the Vermillion River watershed Joint Powers organization, the City of Farmington and Dakota County.

AMENDED JOINT POWERS AGREEMENT FOR
THE 4th AND WILLOW TSS REDUCTION PROJECT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,
THE CITY OF FARMINGTON, AND DAKOTA COUNTY

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

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

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

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

WHEREAS, 4th and Willow in Farmington is located directly adjacent to the Middle Mainstem of the Vermillion River; and

WHEREAS, Middle Mainstem of the Vermillion River is identified on the EPA's 303d Impaired Waters List for total suspended solids (TSS); and

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

WHEREAS, a stormwater outfall near 4th and Willow was identified as a high sediment loading source to this section of Middle Mainstem; and

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

WHEREAS, reducing the sediment load in the Middle Mainstem through stormwater treatment before being discharged to the Vermillion River (Project) will address the TSS impairment affecting Middle Mainstem and the Vermillion River; and

WHEREAS, in 2024, the estimated Project cost was $117,120 (Project Cost); and

WHEREAS, in 2024, the VRWJPO was awarded a $71,013 Watershed Based Implementation Funding Grant (Grant) from the Minnesota Board of Water and Soil Resources (BWSR) in accordance with the BWSR Grant Agreement; and

WHEREAS, the City subsequently commissioned a detailed feasibility report in early 2026 to further evaluate the proposed treatment structure, site conditions, design requirements, and project costs; and

WHEREAS, the 2026 feasibility report identified site and design considerations that were not fully reflected in the original project estimate, including the need for a diversion structure, dewatering measures, and an increase in the proposed outfall pipe diameter from 18 inches to 30 inches; and

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WHEREAS, groundwater was observed at a depth of approximately four feet during the soil boring conducted as part of the 2026 feasibility evaluation, creating additional construction considerations and contributing to the need for dewatering; and

WHEREAS, based on the findings and updated design considerations identified in the feasibility report, the estimated project cost increased to $251,875, exclusive of any construction contingency; and

WHEREAS, the City recognizes the updated project estimate reflects additional site-specific and design requirements necessary to construct the proposed treatment structure and associated infrastructure.

WHEREAS, VRWJPO staff advised the City that an additional VRWJPO contribution of up to $60,793 in may be available in FY 27, subject to JPB approval; and

WHEREAS, the Grant has a minimum match requirement equal to 10% of the amount of Grant monies awarded, either in the form of cash or in-kind services; and

WHEREAS, the VRWJPO, City, and County have included cash matches collectively totaling at least 10% of the Grant Amount (defined in Section 7.2 herein) in their Capital Improvement Plans for the Project to be applied towards the Project Cost after the City's application of the Grant Amount and will jointly participate in the design, construction, and related activities for the Project to the extent specified herein; and

WHEREAS, the VRWJPO, the City, and County will follow all applicable BWSR Grant policies and requirements relevant to each party's participation in the Project.

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

ARTICLE 1
PURPOSE

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

ARTICLE 2
PARTIES

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

ARTICLE 3
TERM

This Agreement is effective upon the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 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.

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ARTICLE 4
COOPERATION

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

ARTICLE 5
TECHNICAL AND QUALITY ASSURANCE

The VRWJPO, City, and County will provide technical and quality assurance for the Project. Any engineer providing technical or quality assurance for the Project must be a licensed Professional Engineer in the State of Minnesota. The Project will be designed using appropriate practice standards for design, construction, operation, and maintenance. Appropriate practice standards from the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide, Minnesota Stormwater Manual, or other scientifically appropriate and applicable standards can be used. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The engineer(s) providing technical and quality assurance will certify that the Project was installed or constructed consistent with the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO or County. An as-built plan set will be provided to the VRWJPO by the engineer(s) immediately following Project completion as part of the required Project certification.

ARTICLE 6
PROJECT PLANS AND SPECIFICATIONS

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

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ARTICLE 7
PAYMENT

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

7.2 The Grant will reimburse project-related activities up to $71,013 (Grant Amount) related to the engineering, permitting, bidding and construction of the Project.

7.3 The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule and Section 7.9 in consideration of the benefit provided by restoration activities on the Project in accordance with the Project Plans. The City will administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

7.3.1 The County, by and through its Environmental Resources Department, shall contribute $5,000 toward the Project Cost.

7.3.2 The City shall be responsible for all project costs that exceed the maximum eligible amount of $176,013 contributed by the Grant, the VRWJPO, and the County.

7.3.3 The VRWJPO shall contribute $39,207 in FY 2026 and $60,793 in FY 2027 for a maximum of $100,000 toward the Project Cost and will pass through Grant Amount as reimbursement for eligible project-related activity expenses.

7.4 The City's maximum eligible reimbursement is up to $176,013 when accounting for the Grant Amount, VRWJPO cash contribution, and County cash contribution.

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

7.6 Under the terms of the Grant, the VRWJPO will receive the Grant Amount in the following disbursements: (a) 50% after execution of the Grant; (b) 40% after the first 50% has been expended and Grant reporting requirements are met; and (c) 10% after final Grant requirements are met. The VRWJPO will make progress payments to the City, if requested, on a reimbursement basis, contingent upon the VRWJPO's receipt of adequate Grant disbursements to make City requested payments. Ten percent (10%) of the Agreement maximum shall be withheld until the VRWJPO has verified that the Project has been installed according to this Agreement and the Project Plans. All requests for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project.

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

7.8 Subject to Sections 7.9, 7.10 and Article 12, the VRWJPO and County shall pay the City their share of the Project Cost upon receipt of the Project certification pursuant to Article 5 up to the maximum amounts identified in Sections 7.3.1 and 7.3.3. The City shall invoice the County and VRWJPO for their share of Project Cost once the Project certification is provided to the parties. The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's contractor(s).

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

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7.10 All services provided by the VRWJPO under the BWSR Grant Agreement (Exhibit A) or through this Agreement, and services provided by the City and the County to the VRWJPO through this Agreement must be performed to the State's satisfaction pursuant to Exhibit A and the BWSR approved work plan.

ARTICLE 8
CITY OBLIGATIONS

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

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

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

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

8.5 OPERATION AND MAINTENANCE. The City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the VRWJPO for on-going maintenance of the Project upon completion for a minimum of 25 years unless a failure occurs from an Act of God or Force Majeure occurs such that it is cost prohibitive to repair or maintain.

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

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

ARTICLE 9
INDEMNIFICATION

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

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ARTICLE 10
AUTHORIZED REPRESENTATIVES AND LIAISONS

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

TO THE VRWJPO:
Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers Organization
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7030
mike.slavik@co.dakota.mn.us

TO THE CITY:
Joshua Hoyt or successor, Mayor
430 Third Street
Farmington, MN 55024
Telephone: (651) 280-6800
JHoyt@Farmingtonmn.gov

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

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

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

VRWJPO Liaison:
Jeff Dunn, PE
Water Resources Engineer
Telephone: (952) 891-7546
Email: jeff.dunn@co.dakota.mn.us

City Liaison:
John Powell, PE
Public Works Director/City Engineer
Telephone: (651) 280-6841
Email: jpowell@farmingtonmn.gov

County Liaison
Cole Johnson, PE
Water Resources Project Supervisor
Telephone: (952) 891-7539

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Email: cole.johnson@co.dakota.mn.us

ARTICLE 11
MODIFICATIONS

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

ARTICLE 12
TERMINATION

12.1 IN GENERAL. Any party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate, to the other parties. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. This Agreement may also be terminated by the City or County in the event of a default by the VRWJPO. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

12.2 TERMINATION BY VRWJPO OR COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Neither the VRWJPO nor the County is obligated to pay for any services that are provided after written notice of termination for lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the other parties hereto up to Notice of Termination for work on the Project.

12.3 REPAYMENT OF GRANT AMOUNT. If this Agreement is terminated pursuant to this Article 12, the City shall repay the Grant Amount received as of the date of termination to the VRWJPO, who shall return the Grant Amount to the BWSR, and the County and VRWJPO shall reimburse the City for their pro-rata share (based on the parties contributions set forth in Sections 7.3.1 through 7.3.3) of the Project Cost incurred as of the date of termination. The City shall be responsible for the remaining amount of the Project Cost as of the date of the termination.

ARTICLE 13
MINNESOTA LAW TO GOVERN

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

ARTICLE 14
MERGER

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

ARTICLE 15
SEVERABILITY

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

ARTICLE 16
GOVERNMENT DATA PRACTICES

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

ARTICLE 17
SURVIVABILITY

The provisions of articles 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification), 12 (Termination), and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

ARTICLE 18
DEFAULT: FORCE MAJEURE

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

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

CITY OF FARMINGTON

By _____
Nickolas Lien or successor, Mayor
Date of Signature: _____

By _____
Melissa Geis, City Clerk
Date of Signature: _____

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VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

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

DAKOTA COUNTY

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

Approved as to form:[1]

/s/ Brian J. Wisdorf Date
Assistant Dakota County Attorney/Date
KS-24-741
VRW Res. No.
KS-24-754
Dakota County Board Res. No.

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