AGENDA
Dakota County Soil and Water Conservation District Board of Supervisors Meeting
December 6, 2018 - 9:00 a.m.
Conference Room A – Dakota County Extension and Conservation Center
4100 220th Street Farmington, MN 55024

1. Call to Order
2. Pledge of Allegiance
3. Audience
   Anyone in the audience wishing to address the Board regarding an item that is not on the agenda may come forward at this time. Comments are limited to five minutes.
4. Approval of Agenda (Additions/Corrections/Deletions) Action
5. Secretary’s Report
   5.1 November 1, 2018 Board Meeting Minutes Action
6. Treasurer’s Report
   6.1 December 6, 2018 Accounts Payable Action
   6.2 November 2018 Financial Report Action
7. Rural Lands Committee
   7.1 Authorization to Provide Final Payment to Angela Beissel for Installation of Water and Sediment Control Basins Action
   7.2 Authorization to Provide Final Payment to Nick Weiland for Installation of Grassed Waterway Action
   7.3 Authorization to Amend Contract with Angela Beissel for Installation of Grassed Waterway Action
8. Community Development Committee
   8.1 Authorization to Submit Application to the Minnesota Conservation Corps for Crew Labor Program Action
   8.2 Landscaping for Clean Water Program Year-end Summary Information
9. Finance Committee
   9.1 Adopt 2019 Health and Dental Benefits Action
   9.2 Adopt 2019 Merit Compensation Policy and Plan Action
   9.3 Adopt 2019 Budget Action
10. Personnel Committee
    10.1 Authorization to Fill Vacancy Action
11. Committee of the Whole
    11.1 Authorization to Execute Agreement for Services with the Lower Mississippi River Watershed Management Organization Action
11.2 Authorization to Execute Agreement with the Lower Mississippi River Watershed Management Organization for Implementing a FY19 Watershed Based Funding Grant from the Minnesota Board of Water and Soil Resources  
   Action
11.3 Authorization to Execute Agreement for Services with the North Cannon River Watershed Management Organization  
   Action
11.4 Authorization to Execute Agreement with the North Cannon River Watershed Management Organization for Implementing a FY19 Watershed Based Funding Grant from the Minnesota Board of Water and Soil Resources  
   Action
11.5 Authorization to Execute Agreement for Services with the Black Dog Watershed Management Organization  
   Action
11.6 Authorization to Execute 5-Year Joint Powers Agreement with Dakota County  
   Action
11.7 Establish Board Meeting Schedule for 2019  
   Action

12. Announcements
   Natural Resources Conservation Service
   Dakota County
   Metropolitan Conservation Districts Joint Powers Board
   Minnesota Association of Soil and Water Conservation Districts
   Cannon River One Watershed, One Plan Policy Committee
   District Manager
   Board of Supervisors

13. Upcoming Events
   December 4, 2018  Eagan-Inver Grove Heights Watershed Management Organization Meeting
                    Eagan Maintenance Facility, 3501 Coachman Point - 5:30 p.m.
   December 6, 2018  Soil and Water Conservation District Board Meeting
                    Conservation Center, Farmington – 9:00 a.m.
   December 9-11, 2018  Minnesota Association of Soil and Water Conservation Districts Annual Convention
                       Double Tree Hilton Hotel Bloomington, 7800 Normandale Blvd.
   December 12, 2018  Lower Mississippi River Watershed Management Organization Meeting
                    Lilydale City Hall, 1011 Sibley Memorial Highway – 3:00 p.m..
   December 19, 2018  Black Dog Watershed Management Organization Board Meeting
                    Burnsville Maintenance Facility, 13713 Frontier Court – 5:00 p.m.
   December 19, 2018  Lower Minnesota River Watershed District Board Meeting
                    Carver County Government Center, 602 East 4th Street – 7:00 p.m.
   December 20, 2018  Soil and Water Conservation District Special Board Meeting
                    Conservation Center, Farmington – 9:00 a.m.

14. Adjourn
MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, November 1, 2018
9:00 a.m.
4100 220th Street, Suite 102
Farmington, Minnesota

**Board Members Present:**
- Laura Zanmiller, Chair
- Kevin Chamberlain, Vice Chair
- Jayne Hager Dee, Treasurer
- Chelsea Skog, Secretary
- Bruce Johnson, Public Relations

**SWCD Staff Present:**
- Brian Watson
- Lana Rotty
- Curt Coudron
- Todd Matzke
- Ashley Gallagher

**Others Present:**
- Michelle Wohlers, NRCS

1. **Call to Order**
   Chair Zanmiller called the meeting to order at 9:00 a.m. A quorum was present.

2. **Pledge of Allegiance**
   Chair Zanmiller led the Board of Supervisors in the Pledge of Allegiance.

3. **Audience**
   Chair Zanmiller asked if there was anyone in the audience that wished to address the board on an item that is not on the agenda. No one appeared.

4. **Approval of Agenda**
   **18.115** Motion by Chamberlain, second by Johnson to approve the agenda as presented. All members voting in favor. Motion carried.

5. **Secretary’s Report – October 4, 2018 Board Meeting Minutes**
   **18.116** Motion by Skog, second by Johnson to approve the October 4, 2018 Meeting Minutes. All members voting in favor. Motion carried.
6. Treasurer’s Report
   6.1 November 1, 2018 Accounts Payable
      Motion by Dee, second by Johnson to approve the November 1, 2018 Accounts Payable. Members voting in favor: Chamberlain, Zanmiller, Skog, Johnson, Dee. Motion carried.

6.2 October 31, 2018 Financial Report
   Motion by Dee, second by Johnson to accept the September 30, 2018 Financial Report, subject to audit. All members voting in favor. Motion carried.

7. Treasurer’s Report
   7.1 Approve 3rd Quarter Finance Report
      Motion by Dee, second by Johnson to approve the 3rd Quarter Finance Report. All members voting yes. Motion carried.

   7.2 Review Draft 2019 Budget
      Watson provided a review of the 2019 Budget in draft form. He added that the budget will be finalized for the December Board Meeting.

8. Rural Lands Committee
   8.1 Authorization to Amend Contract with Angela Beissel for Installation of Water and Sediment Control Basins
      Coudron stated that Angela Beissel has started the construction of two water and sediment control basins but project construction has been delayed due to wet weather and the late harvest. Angela Beissel is requesting a contract extension to allow for completion of the water and sediment control basins. The amendment would extend the contract completion date from November 15, 2018 to December 6, 2018. No other changes to the cost share contract are proposed.
      Motion by Chamberlain, second by Johnson to amend contract (18-IPP-06) with Angela Beissel to revise the completion date to December 6, 2018. All members voting in favor. Motion carried.

   8.2 Authorization to Amend Contract with Nick Weiland for Installation of Grassed Waterway
      Coudron stated that Nick Weiland has started the construction of a grassed waterway but wet weather has delayed earthwork on the project. Nick is requesting a contract extension to allow for completion of the grassed waterway. The contract amendment would extend the contract completion date from November 15, 2018 to December 6, 2018. No other changes to the cost share contract are proposed.
      Motion by Dee, second by Johnson to amend contract (18-IPP-08) with Nick Weiland to revise the completion date to December 6, 2018. All members voting in favor. Motion carried.

   8.3 Authorization to Amend Contract with Ken Taylor for Installation of Grassed Waterway
      Coudron stated that Ken Taylor is requesting a contract extension due to delays resulting from a needed wetland determination on an area adjacent to the proposed waterway. The contract amendment would extend the contract completion date from November 15, 2018 to June 30, 2019. No other changes to the cost share contract are proposed.
      Motion by Johnson, second by Dee to amend contract with Ken Taylor (18-IPP-12) to revise the completion date to June 30, 2019. All members voting in favor. Motion carried.

   8.4 Authorization to Amend Contract with Angela Beissel for Installation of Grassted Waterway
      Coudron stated that Angela Beissel has started the construction of a grassed waterway, but wet weather has delayed portions of the project. Angela Beissel is requesting a contract extension to allow for
completion of the waterway. The contract amendment would extend the contract completion date from November 15, 2018 to December 6, 2018. No other changes to the cost share contract are proposed.

18.123 Motion by Dee, second by Johnson to amend contract with Angela Beissel (18-IPP-14) to revise the completion date to December 6, 2019. All members voting in favor. Motion carried.

8.5 Authorization to Provide Final Payment to Duane Kimmes for Installation of Cover Crops
Coudron stated that Duane Kimmes has completed the installation of cover crops on 100 acres. The project was approved for funding at the August 2, 2018 Board meeting with an incentive payment not to exceed $10,500. A cover crop mix of oats and rye were planted after sweet corn and snap beans were harvested.

18.124 Motion by Johnson, second by Chamberlain to approve final payment to Duane Kimmes for installation of cover crops in Section 17, Marshan Township, Vermillion River Watershed at $35 per acre, not to exceed $10,500. Members voting in favor: Zanmiller, Skog, Johnson, Dee, Chamberlain. Motion carried.

8.6 Authorization to Provide Final Payment to Steve Wagner for Installation of Cover Crops
Coudron stated that Steve Wagner has completed the installation of cover crops on 65 acres. The project was approved for funding at the August 2, 2018 Board meeting. A cover crop mix of annual rye was planted after corn was harvested.

18.125 Motion by Dee, second by Johnson to approve final payment to Steve Wagner for installation of cover crops on 65 acres in Section 31 and 36 of Nininger Township, Vermillion River Watershed at $35 per acre, not to exceed $6,825. Members voting in favor: Skog, Johnson, Dee, Chamberlain, Zanmiller. Motion carried.

8.7 Authorization to Provide Final Payment to Roger Peine for Installation of Water and Sediment Control Basins
Coudron stated that Roger Peine has completed the installation of two water and sediment control basins and a 300 foot by 30 foot critical area planting. Embankments were constructed for each basin to store runoff while it is slowly released through the outlet. The project will reduce field erosion and sediment transport to Trout Brook. The final project cost was $20,362.00.

18.126 Motion by Johnson, second by Chamberlain to approve final payment to Roger Peine installation of two water and sediment control basins and critical area planting in Section 23, Douglas Township, Trout Brook Watershed of the Cannon River at $15,271.50 cost share not to exceed $75%. Members voting in favor: Johnson, Dee, Chamberlain, Zanmiller, Skog. Motion carried.

9. Community Development Committee
9.1 Authorization to Amend Contract with City of Lakeville for Infiltration Basin
Coudron stated the City of Lakeville is in the process of installing an infiltration basin near Lee Lake, along Kenyon Avenue as part of a street reconstruction project. Portions of the infiltration basin have been constructed but due to wet weather, the basin may not be completed by the contract completion deadline of November 15, 2018. The City of Lakeville is requesting a contract extension to complete the remaining portions of the project. The contract amendment would extend the project completion date from November 15, 2018 to June 1, 2019. No other changes to the cost share contract are proposed.

18.127 Motion by Dee, second by Johnson to amend contract (18-CCP-01) with City of Lakeville to extend the completion date to June 1, 2019. All members voting in favor. Motion carried.
9.2 Authorization to Provide Final Payment to Thomas Lake Countryhomes for Installation of Bioretention Basins and Slope Stabilization

Coudron stated that Thomas Lake Countryhomes Association has completed the installation of two bioretention basins and slope stabilization in the City of Eagan, Minnesota River Watershed. He explained that an existing landscaped area was removed to install the bioretention basins. The slope stabilization included installation of topsoil, native seed, erosion control blanket, and live plants and shrubs. The project will reduce the amount of sediment and excess nutrients carried by stormwater runoff to Thomas Lake. The final project cost was $20,904.

18.128 Motion by Chamberlain, second by Johnson to approve final payment to Thomas Lake Countryhomes for installation two bioretention basins and slope stabilization in City of Eagan, Minnesota River Watershed at $20,904 cost share, not to exceed 75%. All members voting in favor. Motion carried.

9.3 Authorization to Amend Contract with Luther Memorial Church for Installation of Bioretention Basin

Coudron stated that Luther Memorial Church is planning to install a bioretention basin but has had difficulty finding a contractor that can complete the entire project this year. Luther Memorial Church is requesting a contract extension to complete the project in spring of 2019. The contract amendment would extend the project completion date from November 15, 2017 to June 30, 2018. No other changes to the cost share contract are proposed.

18.129 Motion by Dee, second by Johnson to amend contract (18-CIF-02) with Luther Memorial Church for to extend the completion date to June 30, 2019. All members voting in favor. Motion carried.

10. Committee of the Whole

10.1 Authorization to Execute Agreement for Services with the Eagan-Inver Grove Heights Watershed Management Organization

Watson stated the staff has drafted and presented a 2019 work plan and budget to the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO) Board of Managers. The work plan and budget includes administration, education and outreach, and technical and project implementation services to the E-IGHWMO for the 2019 calendar year. The work plan and budget includes a total agreement not to exceed $29,480. The E-IGHWMO Board approved the 2019 work plan and budget at their October 16 meeting.

18.130 Motion by Dee, second by Johnson to approve and authorize execution of 2019 Work Plan with the Eagan Inver Grove Heights Watershed Management Organization. All members voting in favor. Motion carried.

10.2 Authorization to Execute Agreement with the Eagan-Inver Grove Heights Watershed Management Organization for Implementing FY19 Watershed Based Funding Grant from Board of Water and Soil Resources

Watson stated that staff has drafted and presented a work plan to the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO) Board of Managers to assist with implementing their FY19 BWSR grant under the pilot watershed based funding program. The work plan includes grant administration, coordination and development of a lake feasibility study for the Schulze Lake alum treatment activity, and project development which will require coordination among the City of Eagan and Dakota County. The work plan and budget includes a total agreement not to exceed $6,208. The E-IGHWMO Board approved the 2018-2021 work plan and budget at their October 16 meeting.

18.131 Motion by Chamberlain, second by Johnson to approve and authorize execution of 2018-2021 Work Plan with the Eagan Inver Grove Heights Watershed Management Organization. All members voting in favor. Motion carried.
10. Announcements and Reports

Natural Resources Conservation Service
Michelle Wohlers provided the Natural Resources Conservation Services (NRCS) agency report. She stated that they have 57 applications for EQIP assistance for the 2019 program year. They are currently processing 25 Conservation Stewardship payments. Staff are completing three designs for SWCD funding; Angela Beissel, Mark Malecha, and Bryce Kimmes projects. Their office completes weekly crop progress reports for the National Ag Statistics Service. They are now part of Team 17; this includes the Counties of Dakota, Washington, Ramsey, Scott, Carver, Le Sueur, and Rice. The team lead District Conservationist will be located in the Faribault Office. Troy Daniell, State Conservationist, will be touring the Southeast Area on November 27 – 29.

Dakota County
There was no Dakota County Report. However, Watson stated that the budget presentation is scheduled for November 8th in the afternoon.

Metropolitan Conservation Districts Joint Powers Board
There was no Metropolitan Conservation District Joint Powers Board report.

Minnesota Association of Soil and Water Conservation Districts
Watson provided the Minnesota Association of Soil and Water Conservation Districts report. He reviewed the pre-voting process and the 2018 resolutions. Each resolution was read and Supervisor voted accordingly. Votes will be tallied and forwarded to the MASWCD office. Watson also distributed the MASWCD Annual Meeting information.

Cannon River One Watershed, One Plan Policy Committee
There was no Cannon River One Watershed, One Plan Policy Committee report.

11. Upcoming Meetings and Events
Zanmiller noted upcoming events.

12. District Managers Report
All items in the District Managers Report were previously addressed.

13. Board of Supervisors
Zanmiller reported on the Lower Mississippi River WMO Boat Tour she attended on October 13 and an updated on the Thompson Lake Grant project.

14. Adjourn
18.114 Motion by Dee, second by Johnson to adjourn the meeting. All members voting in favor. Motion carried.

The meeting was adjourned at 10:30 a.m.

Respectfully submitted,

Chelsea Skog, Secretary
## ASSETS:
- Cash in Checking - Castle Rock: $27,714.67
- Cash in Savings - Castle Rock: $927,530.79
- Cash in Checking - Vermillion Bank: $14,897.51
- Certificate of Deposit - Vermillion Bank: $400,472.05
- Petty Cash: $100.00

**Total Cash:** $1,370,715.02

## Accounts Receivable:
- Black Dog WMO Q3 Invoice for Services: $10,225.00
- Eagan-Inver Grove Heights WMO Q3 Invoice for Services: $10,296.10
- MCD CGWCP Q4 Invoice for Services: $99.44
- North Cannon River WMO Q4 Invoice for Services: $8,000.00

**Total Accounts Receivable:** $28,620.54

## TOTAL ASSETS:
$1,399,335.56

## LIABILITIES AND EQUITY:

### Sales Tax Payable:
- $18.56

### Unearned Revenue:
- 2014 CWF Community Initiative: -$10,000.00
- 2014 CWF Conservation Incentive: $22,067.43
- 2014 CWF Retrofit Partnership: -$28,699.98
- 2015 CWF Community Partners: $63,135.42
- 2017 CWF Trout Brook Watershed: -$16,957.20
- 2017 CWF Subwatershed Analysis: -$1,029.29
- 2018 CWF Trout Brook Watershed: $99,961.85
- 2018 Cooperative WMA Program: $19,634.31
- Buffer Law Funds 2018: $32,654.79
- Conservation Delivery 2017: $2,655.00
- Conservation Delivery 2018: $13,275.00
- Conservation Delivery 2019: $21,240.00
- Local Capacity Services 2016: $4,706.98
- Local Capacity Services 2017: $22,816.44
- Local Capacity Services 2018: $111,600.00
- Local Capacity Services 2019: $100,000.00
- State Cost Share 2017: 0.00
- State Cost Share 2018: $7,729.00
- State Cost Share 2019: $22,054.00
- Watershed Based Funding 2019: $82,725.00
- NRBG Wetland Conservation Act 2018: $17,296.32
- NRBG Wetland Conservation Act 2019: $52,804.00
- DC Operating Allocation: $26,536.38
- Met Council WOMPs: $2,025.63

**Total Unearned Revenue:** $668,231.08

### Total Liabilities:
$668,249.64

### Fund Balance Beginning of Year:
- $791,158.31

### Current Net Increase/-Decrease:
- -$60,072.39

### Fund Balance End of Current Period:
- $731,085.92

## TOTAL LIABILITIES AND EQUITY:
$1,399,335.56
# Dakota County SWCD
## Income and Expense Summary
### November 2018

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<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
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<td><strong>Income</strong></td>
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<tr>
<td>County Revenues</td>
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<td>State Revenues</td>
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<td>Local Revenues</td>
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<td>Miscellaneous Funds</td>
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<td>Charges for Services</td>
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<td>$7,543.50</td>
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<td><strong>Total Income</strong></td>
<td>$77,855.50</td>
<td>$1,103,613.67</td>
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</table>

|                      |               |               |
| **Expense**          |               |               |
| County Expenses      | $193.13       | $8,901.91     |
| State Expenses       | $42,274.50    | $141,165.27   |
| Local Expenses       | $10,538.74    | $50,312.31    |
| Operating Expenses   | $6,539.54     | $27,422.44    |
| Payroll Expenses     | $78,984.49    | $930,548.83   |
| Project Expenses     | $606.83       | $5,335.30     |
| **Total Expense**    | $139,137.23   | $1,163,686.06 |

| **Revenues Over/-Under Expenditures** | -$61,281.73 | -$60,072.39 |
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 12/6/2018

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:
Authorization to provide final payment of $24,633.56 to Angela Beissel for the installation of water and sediment control basins.

SUMMARY:
Angela Beissel has completed the installation of two water and sediment control basins in Section 1 of Hampton Township located in the Vermillion River Watershed.

The project was approved for funding at the April 5, 2018 Board meeting at 75% cost share not to exceed $27,300 and based on a cost estimate of $36,400. The contract was amended at the November 1, 2018 Board meeting to extend the completion deadline to December 6, 2018.

Final project cost was $32,844.75. Staff with the NRCS is in the process of certifying the project installation. If the project has not been fully certified at the time of the board meeting, Board action will be postponed until certification is complete.

EXPLANATION OF FISCAL/FTE IMPACT:
Project funds and staff costs to install the project are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization and State grants.

Supporting Documents:
Angela Beissel Water and Sediment Control Basins Factsheet

Previous Board Action:
Motion 18.045 on 4/5/2018 Authorization to Execute Contract
Motion 18.120 on 11/1/2018 Authorization to Amend Contract
**PROJECT:** Field runoff had eroded gullies totaling over 700 feet in length. Two water and sediment control basins were installed to capture runoff and slowly release the water. Water discharging from the basin will be released through an underground outlet to reduce future erosion and sedimentation.

**FUNDING:**
- **Total Project Cost:** $32,845
- **Cost Share Amount:** $24,634
- **Landowner Amount:** $8,211

**BENEFITS:**
- 74 tons of soil per year prevented from traveling downstream
- 43 lbs. of phosphorous per year prevented from traveling downstream

**PARTNERS:**
- Minnesota Board of Water and Soil Resources
- Vermillion River Watershed Joint Powers Organization

**WATERSHED:**
- Vermillion River

**RECEIVING WATERS:**
- Vermillion River

**INSTALLATION:**
- Fall 2018
Runoff had eroded gullies through the fields prior to installing the project.

Embankments were constructed near the top of the slope to capture and slowly release runoff.

Pipe was used to construct an underground outlet to convey water down the slope and minimize erosion.

The two water and sediment control basins will reduce future erosion and protect water quality.
Meeting Date: 12/6/2018
Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:
Authorization to provide final payment of $7,875 to Nick Weiland for the installation of a grassed waterway.

SUMMARY:
Nick Weiland has completed the installation of a 1,000-foot grassed waterway in Section 3 of Hampton Township located in the Vermillion River Watershed.

The project was approved for funding at the August 2, 2018 Board meeting at 75% cost share not to exceed $7,875 and based on a cost estimate of $10,500.

Final project cost was $13,552.60. Project installation has been certified by SWCD staff.

EXPLANATION OF FISCAL/FTE IMPACT:
Project funds and staff costs to install the project are available through our annual agreement with the Vermillion River Watershed Joint Powers Organization and State grants.

Supporting Documents: Nick Weiland Grassed Waterway Factsheet

Previous Board Action:
Motion 18.084 on 8/2/2018
Authorization to Execute Contract
**PROJECT FACTSHEET 18-IPP-08**

**NICK WEILAND**

**GRASSED WATERWAY**

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**PRACTICE:**

- Grassed Waterway

**BENEFITS:**

- 19 tons of soil per year prevented from traveling downstream
- 6 lbs. of phosphorous per year prevented from traveling downstream

**PARTNERS:**

- Vermillion River Watershed Joint Powers Organization
- Minnesota Board of Water and Soil Resources

**WATERSHED:**

- Vermillion River

**RECEIVING WATERS:**

- Vermillion River

**INSTALLATION:**

- Fall 2018

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**PROJECT:**

Gully erosion was occurring outside of an existing grassed waterway where sediment had built up and prevented runoff from reaching the waterway. A full reconstruction of the 1,000 foot grassed waterway was completed to restore function and reduce future erosion.

**FUNDING:**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Total Cost</td>
<td>$13,552</td>
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<tr>
<td>Cost Share Amount</td>
<td>$7,875</td>
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<tr>
<td>Landowner Amount</td>
<td>$5,677</td>
</tr>
</tbody>
</table>

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Clean Water Fund: Protecting and restoring Minnesota’s waters for generations to come.
Prior to starting the project, gully erosion was occurring outside of the existing grassed waterway.

Trees were removed from the project area before constructing the redesigned waterway.

The new waterway was seeded with a perennial grass mixture immediately after grading.

Runoff could not enter the road ditch without causing erosion.

A bulldozer was used to shape the grassed waterway to the designed widths and grades.

Straw mulch and erosion control blanket were installed to protect the bare soil until vegetation establishes.
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Meeting Date: 12/6/2018
Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:
Authorization to amend contract with Angela Beissel for the installation of a grassed waterway.

SUMMARY:
Angela Beissel has started the construction of a grassed waterway, but weather has prevented final grading, seeding, and stabilization of the project. Angela Beissel is requesting a contract extension to allow for completion of the waterway. The contract amendment would extend the contract completion date from December 6, 2018 to June 1, 2019. No other changes to the cost share contract are proposed.

EXPLANATION OF FISCAL/FTE IMPACT:
None

Supporting Documents:
None

Previous Board Action:
Motion 18.089 on 8/2/18
Authorization to Execute Contract
Motion 18.123 on 11/1/18
Authorization to Amend Contract
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/6/2018
Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:
Authorization to submit application to the Minnesota Conservation Corps for Crew Labor Programs and execute if awarded.

SUMMARY:
Minnesota SWCDs will again have the opportunity to apply for crew labor from the Minnesota Conservation Corps in 2018. Applications are due December 15th.

The crew labor program involves obtaining “hands on” labor crews to assist with project installations and maintenance over a period of days or weeks. The application does not request a funding amount. Rather it requests a number of days you will need labor crews to complete specific projects. Staff is currently coordinating with Dakota County Parks Department to prioritize projects and draft applications for crew labor that would look to install new stormwater components at county facilities and provide improvements to existing stormwater practices.

EXPLANATION OF FISCAL/FTE IMPACT:
There is no cost to the SWCD other than administrative costs to manage the grant program.

Supporting Documents:
CCM Crew Labor RFP

Previous Board Action:
None
REQUEST FOR PROPOSALS

CLEAN WATER FUNDS AVAILABLE
FOR CREW LABOR

Conservation Corps MN & IA is accepting applications for 2019 field projects.

Funds are available for Conservation Corps crew labor on projects that protect, enhance and restore water quality in lakes, rivers and streams or protect groundwater and drinking water sources from degradation. Projects must be scheduled for completion during the 2019 calendar year.

The Legislature has directed the Board of Soil and Water Resources (BWSR) to appropriate $500,000 of the Clean Water Fund to be contracted for services with Conservation Corps. BWSR has contracted with the Corps to provide funded labor to cities, counties, soil and water conservation districts, watershed districts, metropolitan watershed management organizations, and joint powers organizations of those local government units to undertake projects consistent with the Corps mission, BWSR grant policies, and Clean Water Fund goals (Laws of Minnesota, Chapter 172, section 6).

Apply by December 15, 2018

* Please note that we have moved to an on-line request form for 2019 applications and will no longer use the cleanwater@conservationcorps.org e-mail address for submissions

Contact Brian Miller at 651.209.9900 x 19 with questions.
PURPOSE/ACTION REQUESTED:
Provide year-end summary of the 2018 Landscaping for Clean Water Program.

SUMMARY:
The 2018 deadlines to install and complete projects under our Landscaping for Clean Water (LCW) Program was July 16 (Round 1), August 20 (Round 2) and November 1 (Round 3). A total of 68 projects were completed through the LCW program in 2018.

Staff will provide a year-end summary of the LCW program at the meeting including the number of workshops held and number of attendees, grant applicants, and completed projects during the 2018 season. Landowner feedback from 2018 and a look towards the 2019 program year will also be provided.

EXPLANATION OF FISCAL/FTE IMPACT:
The LCW program is funded through our annual agreements with watershed organizations (75%) and through County levy funds (25%). The total cost to annually implement the LCW program is approximately $125,000.
PURPOSE/ACTION REQUESTED:
Adopt 2019 health and dental benefits.

SUMMARY:
Premiums for health and dental plans are shared by participating employees and the SWCD as the employer. The health and dental plans that were offered last year are available again this year. Health insurance costs are increasing 4.20% and 4.03% based on the plan selected. However, the family deductible amounts will be lower in 2019. Dental insurance is increasing 3%.

The recommendation is to retain Preferred One for medical insurance and Health Partners for dental insurance. It is recommended that we keep the employee monthly cost the same as last year, however, lowering the HSA employee credit due to the lower deductibles. Two medical plan options will be available to employees to include:

- G.PIC 1500.100.25 Option
- G.PIC 2000.100 HSA Option

It is further recommended that the following health and dental benefits be provided for 2019:

<table>
<thead>
<tr>
<th>Health Insurance</th>
<th>Monthly Employee Cost</th>
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The proposed 2019 benefits above reflect the organization covering the 2019 premium increases.

EXPLANATION OF FISCAL/FTE IMPACT:
Open enrollment for 2019 Health and Dental Benefits began in November. The results of employee enrollment will be incorporated into the 2019 budget.
PURPOSE/ACTION REQUESTED:
Adopt 2019 Merit Compensation Policy and Plan

SUMMARY:
The 2019 Merit Compensation Policy and Plan was approved by the Dakota County Board of Commissioner’s at their November 27 meeting. The 2019 Merit Compensation Policy and Plan is based on the need to provide compensation for employees to reflect market considerations within projected budget limitations.

The SWCD has adopted Dakota County’s Merit Compensation Policy and Plan by reference but takes independent action to approve salary increases as indicated under the Merit Matrix chart (Page 9).

The 2019 salary ranges (Page 10) reflect a 2% cost of living increase. The 2019 Merit Matrix (Page 9) includes salary increase of 0% to 6.5% based on employee performance and where the employee is on the salary range of the position classification. It also includes a lump sum where employees are above the midpoint of salary range.

Based on current 2018 budget projections and 2019 anticipated budget, the Finance Committee has recommends adoption of the 2019 Merit Compensation Policy and Plan as approved by the Dakota County Board of Commissioners.

EXPLANATION OF FISCAL/FTE IMPACT:
The Merit Compensation Policy and Plan will be used to develop the 2019 budget.

Supporting Documents:
Dakota County 2019 Merit Compensation Policy and Plan

Previous Board Action:
None
2019

Merit Compensation Policy & Plan
DAKOTA COUNTY
MERIT COMPENSATION POLICY & PLAN

I. INTRODUCTION

The Dakota County philosophy regarding compensation systems and wage and salary administration flows from a belief that all employees are to be provided competitive rewards for achievement. Embodied in this statement are the concepts of output or results-based merit pay in the context of market driven compensation structures. Contained within this broad statement are the County’s compensation goals, including 1) attraction and retention of personnel, 2) rewards for excellence, 3) facilitation of compensation equity, 4) equitable distribution of limited County compensation resources, 5) achievement of pay/performance and contribution relationships, 6) possibility of salary differentiation from the highest to the lowest level of performance and contribution, and 7) clear communication of these objectives to all affected employees. The elements of Dakota County’s compensation program have been structured to support and advance these objectives.

II. ADMINISTRATIVE GUIDELINES

A. Participation

The provisions of this Plan apply to all Dakota County employees unless specifically addressed in a collective bargaining agreement. All Dakota County employees who are not represented by a collective bargaining unit, or are not participants in the Unclassified Employees’ Compensation Plan, will participate in the Dakota County Merit Compensation Plan. New employees will participate immediately upon employment.

B. Plan Update

The Employee Relations Director will annually review all aspects of the Plan, including salary ranges and grade structure, salary increase matrixes, and administrative guidelines. Any recommended changes due to internal organization modifications, external market factors, strategic programmatic and administrative considerations, or other relevant issues will be proposed to the County Board in a timely fashion.

III. COMPENSATION PROGRAM ELEMENTS

A. Policy

It is the policy of Dakota County to provide its employees equitable compensation and financial incentives, to the extent permitted by law, to promote attainment of the highest levels of performance and organizational contribution. The County recognizes that compensation policies are a key factor in the County’s ability to attract, retain and motivate well-qualified individuals to participate in the achievement of its objectives. Therefore, the Dakota County Merit Compensation Plan is based on the principles of internal and external pay equity and is designed to relate to the extent possible, an individual’s salary to performance and contribution to organization results.
B. Salary Structure

The County salary structure (Attachment II) consists of 18 salary grades with a corresponding salary range for each grade. Salary ranges are formulated around a midpoint, and a salary range spread is calculated. Salary ranges are segmented into four quartiles. The structure is midpoint-driven which means the market rate for County positions is approximately the midpoint of the salary ranges. Market rate is defined as what comparison jurisdictions are actually paying employees in comparable positions. Movement beyond the market rate is dependent upon high performance ratings and tenure in position.

Salary ranges are analyzed and may be adjusted each year based on a number of factors including relative changes in the labor market, inflationary measures, budgetary impact as well as fluctuation in the prevalence of certain job skills in the marketplace.

C. Performance Reviews

Supervisors shall conduct one informal interim performance review to occur mid-review cycle and one formal performance review to occur at the conclusion of the employee’s performance review cycle. The annual formal performance review is used to assess the employee’s contribution to organization results, to assess the employee’s career growth and development and in years when a compensation increase is available, to determine the employee’s eligibility for a merit increase. Performance reviews are assessed based on the performance objectives and competencies approved by Employee Relations for the job classification.

The interim review is intended to ensure employees understand how they are performing against established objectives and competencies and provide the opportunity to discuss mutual expectations and make any necessary mid-year corrections. The interim review identifies strengths and areas for improvement. Interim reviews are documented in dated summary memorandum(s) and maintained by the department.

The formal performance review is conducted within 15 days of employees’ annual performance review dates. Prior to the conclusion of the evaluation period, employees are expected to complete a self-assessment and to transmit the self-assessment to the appraising supervisor for use in completing their performance review.

Completed performance review documents are signed by the supervisor, the employee and the next higher level of management. The employee’s signature indicates that the appraisal has been discussed with the supervisor, but does not necessarily indicate agreement with document content. Employees shall be provided adequate time to review and provide summary comments to the final review document. If an employee refuses to sign the document, it is so noted and the review is processed. Completed performance review documents are retained by Employee Relations consistent with the County retention schedule and related policies.

At the discretion of management, a supervisor’s salary increase may be delayed until all scheduled performance reviews are completed. The performance review process combines an assessment of objective success measures and position competencies.
Exceptional Performance - is reserved for rare achievements. Employees who receive this level of performance have performed at a level that is well beyond the performance of their top performing peers in a given year. These employees have developed, implemented, or created processes or work results that surpassed all others and brought great value to the County.

Greatly Exceeds Performance Standards - is reserved for a limited number of employees who, in a given year, demonstrate extraordinary performance. This rating may result from especially noteworthy accomplishments and/or exceptional performance during the review period that exemplifies organizational excellence.

Exceeds Performance Standards - is to recognize a pro-active performer. Results of assigned responsibilities consistently meet and frequently exceed baseline expectations. Routinely evaluates priorities and maximizes opportunities for improvement and collaboration; is pro-active and effective in performing for group success, integrating change, learning and sharing information, understanding and sustaining organizational values and objectives; serves as an example of professionalism and excellence.

Meets Performance Standards Performance - is to recognize a reliable, responsive performer. Results of assigned responsibilities meet baseline expectations, regularly or with minimal training or coaching. Takes the steps needed to accomplish tasks, can integrate change as proscribed, complies with group needs while performing individual tasks, and can learn and apply specified information when necessary. Demonstrates conduct appropriate for the workplace and acts consistently within organizational values and objectives.

Below Performance Standards - does not achieve baseline performance expectations due to insufficient skill or effort. Results of some or all assigned responsibilities fail to meet baseline expectations. Frequently requires assistance, coaching or regular oversight to complete basic/routine job responsibilities. May be inconsistent in the demonstrated ability to adapt to change and apply new information to assigned tasks or roles and their performance may slow or damage group productivity, functioning or credibility.

Employees who receive a Below Standards rating will receive formal performance reviews at six-month intervals until documented performance warrants a Fully Meets Standards rating. If after the six-month review the employee receives a Meets Standards or above rating, a full merit increase is processed and the review date is adjusted to twelve months after that date. Employees who receive multiple or consecutive Below Standards ratings will be subject to disciplinary proceedings, up to and including discharge.

D. Individual Development Plans

As part of the County's formal performance review process, supervisors and employees are encouraged to jointly complete an Individual Development Plan (IDP). Formal discussions of job and career objectives, position enrichment and development may also be included. Development or career objectives should be tied to departmental and County-wide goals.

Completion of an IDP is required if the employee is planning to request tuition reimbursement or if a supervisor has determined that the employee is to complete one.
E. Salary Increase Matrix

The County Merit Matrix is based on the principle that salary range position and performance as reflected in organizational contribution bear a direct relationship and that gravitation toward the market rate (Q2) should occur.

For purposes of the salary increase matrix, salary range position is identified by compa-ratio. This figure represents participants' actual compensation expressed as a percentage of Q2 of the assigned salary range (i.e. compa-ratio of 100.0 = actual compensation at Q2 of the salary range).

The structure of the annual merit matrix (Attachment I) reflects percentage increases based on two dimensions: range position (Quartile 1, 2, 3 & 4) and performance rating. When a merit increase is available, a high performer in a low segment of the salary range may receive a greater base salary increase than an equivalent performer in an upper portion of the salary range. Note that employees whose performance is rated as Below Standards, are in no case eligible for an increase to base salary or a lump sum payment. In no instance will an employee’s base salary be increased above the range maximum.

Administering an effective performance-based, market system requires a commitment to truly differentiate performance. There is no expectation that every employee will reach the salary range maximum. Appropriate ratings differentiation is expected. Those employees who perform at higher levels receive greater rewards.

G. Extra Meritorious Award

The Extra Meritorious Award provides up to a 2% lump sum payment of the employee’s salary for recognition of special achievements outside the normal expectations of a non-union employee’s position. Employees are eligible for an Extra Meritorious Award once per calendar year. Extra Meritorious Awards are approved or disapproved by the County Manager after review and consultation with Employee Relations.

H. Promotion

A promotion is defined as the selection of an internal candidate through the competitive recruitment process into a position at a higher salary grade.

At the time of a promotion decision, the affected employee receives a performance review of the time worked in the current position since the most recent performance appraisal. Upon promotion, employees are eligible for an increase of up to 10% of their actual base salary, or placement at the new salary range minimum, whichever is greater. If the employee’s resulting base salary is below Quartile 1 of the new salary range, internal equity and the employee’s appropriate placement within the salary range may be considered when implementing a promotional salary action and an additional increase may be proposed. All promotional salary actions require approval by Employee Relations.

Employees promoted into a supervisory position will typically not earn less than 90% of the highest paid subordinate employee in the work unit unless unique circumstances exist. All promotional salary increases will be approved by Employee Relations and reviewed with the Department Director prior to a promotional job offer being extended.
I. Demotion

- **Involuntary**
  An involuntary demotion is defined as a reassignment from one position to another, which has a lower salary range or classification as a result of a performance-based consequence or other disciplinary procedure. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary is subject to adjustment on a case by case basis as approved by Employee Relations.

- **Voluntary**
  A voluntary demotion is defined as the selection of an internal candidate through the competitive process into a position at a lower salary range or classification. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary reduction will be calculated to the same range position on the lower salary range as they were on the higher salary range. Adjustments will be based on internal equity considerations and approved by Employee Relations.

- **Reorganization**
  If a demotion is the result of reorganization or unforeseen organization or structure changes and if the affected employee's salary is above the new salary range maximum, the salary is frozen until such time as the salary is within the new salary range.

J. Job Evaluation

Through the County's job evaluation and classification policy, the County ensures that appropriate relationships between classifications and jobs are established and maintained over time through application of a periodic job description review process and reorganization studies when appropriate.

K. Reclassification

A reclassification is defined as movement to another salary grade or classification as a result of approved changes in job duties significantly modifying the position responsibilities. When a position is reclassified to a higher salary grade, employees are eligible for an increase of up to 5% of their actual base salary or placement at the new salary range minimum, whichever is greatest.

Through the periodic job description review process, the County ensures job descriptions are reviewed and updated regularly as changes to services, processes and related job duties occur. When a department plans a substantive structural or work process change they are urged to contact Employee Relations to determine if a reorganization review is needed to ensure classification consistency is maintained and the proposed changes are cost neutral.

Positions may be reclassified with no change in salary grade, upward (higher classification/salary grade); or downward (lower classification/salary grade). If the affected employee's current salary is below the new salary range minimum, the salary is increased to the range minimum. Reclassification downward generally results in no immediate change to the employees' salary. If the employee's salary is above the salary range maximum for the new classification, the salary is frozen until such time as the salary is within the new salary range. When the employee's salary is within the new salary range and in years when a merit opportunity is available, the employee will be eligible on the normal performance review date.
for a merit increase based upon documented performance rating. Reclassification of a job class does not change the employee’s review date or seniority date.

L. Working Out of Grade

Out-of-grade pay may be requested whenever an employee is designated by their supervisor to perform all of the duties and responsibilities of a position in a higher salary grade for a period of 10 consecutive work days or more. Employee Relations reviews the proposed out-of-grade request prior to an appointment and approvals shall be limited to a period not to exceed six-months, however extensions may be requested. Generally, working out-of-grade is the result of a temporarily vacant position. In such a case and for the duration of the out-of-grade assignment, the employee is eligible for a payment of up to 5% of their actual base salary, or placement at the higher salary range minimum, whichever is greater. The out-of-grade payment will be retroactive to the first day the employee worked in the higher classification and may be paid as an adjustment to the hourly rate or paid in a lump-sum at the conclusion of the out-of-grade assignment. Employees being considered for an out-of-grade assignment must meet the minimum qualifications of the position in the higher classification.

Whenever an employee is directed to temporarily perform most, but not all, of the duties and responsibilities of a position in a higher salary grade as defined above for a period of 10 consecutive work days or more, the employee is eligible for a partial out-of-grade payment of up to 3% of their actual base salary to be paid in a lump-sum as indicated in paragraph one of this section.

If an employee’s review date occurs during the time they are working in an out-of-grade assignment, a salary adjustment consistent with the Merit Compensation Plan is computed based upon the employee’s regular position salary rate minus the out-of-grade differential, as defined in this policy or applicable labor contract. The out-of-grade rate is then added to the employee’s new base salary. When the employee returns to their regular position, they are compensated at their regular rate and they no longer receive the temporary payment received for the out-of-grade assignment.

If the employee is promoted to the out-of-grade position, the time since the employee’s last performance review is “closed out” by conducting a performance review for the period in question. The employee then serves a six month probation period. The salary of the promoted employee shall be no less than the rate of pay while serving in the out-of-grade assignment.

If a classified employee is temporarily appointed to an unclassified position, these guidelines may be adjusted to fit the circumstances, subject to review by Employee Relations.

M. On-Call Compensation

While employees are outside normal work hours but are designated to be on-call they shall be compensated for on-call status at the rate of two dollars ($2.00) per hour for each hour they are designated on-call. An employee called back to work outside of the employee’s regular shift shall receive a minimum of two (2) hours pay for such callback. Exempt employees are compensated at the straight time rate and non-exempt employees are compensated at the rate of one and one-half times the normal pay rate. This provision shall not apply to an extension of shift or early report to a regularly scheduled shift.

To utilize this provision, a department shall design an on-call plan for approval by Employee Relations (ref. Policy 3200). Salary adjustments must be made in the context of the approved plan.
N. Wage and Salary Guidelines

- **Full Merit Concept**
  All employee base and any lump sum salary actions are provided based solely on the County’s Merit Matrix and related guidelines; all base and any lump sum salary actions occur on employees’ established annual merit review dates.

- **Merit Matrix**
  The Merit Matrix guidelines provide percentage base and lump-sum increases for each level of performance. The merit increase is a percentage calculated on the Q2 rate of the employee’s applicable salary range if the salary is below the Q2 rate, and calculated on the employee’s base salary if above the Q2 rate.

  For employees below the range maximum and whose base adjustment would result in an increase above the salary range maximum, the salary increase is available only to the range maximum rate. There are no base or lump sum increases beyond the range maximum.

- **Performance Review Date**
  The performance review date has historically been the date on which the employee was last hired, promoted or demoted to a new job classification. Departments are strongly encouraged to move employees to common review dates in order to more equitably evaluate performance across work units. In the year of movement to a common review date an employee’s merit increase is prorated from the date of the most recent merit increase. Employees’ review dates are adjusted or in the event of approved unpaid leaves of absence of 90 days or more. Where departmental common review dates exist, merit increases will be prorated for unpaid leaves of absence of 90 days or more.

- **Effective Dates of Increases**
  Any available pay increases will be effective the first day of the pay period in which the performance review date falls. This effective date will not affect the employee’s performance review date.

- **Six-Month Probationary Performance Reviews**
  Six-month probationary performance reviews are conducted to determine if the employee has met all the performance requirements of the position. In years when a merit opportunity is available and based on the plan year merit guidelines within which they fall, 50% of the merit increase is provided upon successful completion of the initial probationary period. At the conclusion of the first 12 months of work in the job, a second six-month performance review is conducted and depending on available merit guidelines, 50% of the eligible merit increase is provided upon successful performance.

- **Salaries Below the Range Minimum**
  At the beginning of a calendar year, employees compensated at rates less than the minimum of the new salary ranges, will be adjusted to the new range minimum.

- **Increases to Top of Range**
  No employee’s salary may exceed the salary range maximum. In years with an available merit increase opportunity, a base increase may be given up to the maximum. There are no base or lump sum increases if an employee’s salary is at the salary range maximum rate.
O. Approval Process

All performance review and salary increase materials and documentation require two levels of approval signatures. Consistent with County policy, individual Divisions/Departments may require additional approvals. After appropriate Division/Department approval, all review materials are forwarded to Employee Relations in advance of the payroll deadline, for final approval and processing.

P. Market Adjustment

When a market analysis for a specific job class indicates the assigned salary range mid-point deviates, positively or negatively, from the market by more than 10%, the job class may be placed at an established salary grade that most closely corresponds to the applicable market rate. The job class is administered in the context of the adjusted grade. All market adjustments will be re-evaluated on a regular basis.

Q. Plan Exceptions

The County Manager may approve exceptions to the Plan. These will generally involve internal and labor market equity considerations or unusual circumstances and will occur only upon the recommendation of the Employee Relations Director.

R. Policy Implications

The provisions of this Plan supersede any applicable Dakota County Employee Relations Policies and Procedures.
The Merit Matrix guidelines provide maximum recommended percentage increases for each level of performance and for each of the four salary quartiles. Contained within each matrix cell is a recommended base salary adjustment. All below Q2 salary actions are a percentage of the Q2 rate. All above Q2 salary actions are a percentage of the employee’s base salary.

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### 2019 DAKOTA COUNTY
#### PAY EQUITY COMPENSATION STRUCTURE

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Shaded salaries exceed the Local Government Salary Cap and are currently unavailable to Dakota County employees.
Meeting Date: 12/6/2018
Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:
Adopt 2019 budget.

SUMMARY:
Staff has updated the draft 2019 budget which was presented at the November Board meeting. Both anticipated revenues and expenses for 2019 have increased approximately 1% from 2018.

The proposed 2019 budget estimates $1,457,965 in revenue and $1,454,100 in expenses with a net budget increase of $3,865. The budget will change during the year. The forecasted budget is based on past history with our partnering organizations under fee for service programs as well as known revenues or expenses.

Different than in previous years, we have no competitive grant applications pending that might impact our 2019 and future year budgets if awarded. Rather, with the new watershed based funding approach, we have incorporated to the best of our knowledge what anticipated revenues and expenses can be expected over the course of 2019.

EXPLANATION OF FISCAL/FTE IMPACT:
None at this time. Upon adoption of the 2019 budget, a staff work plan will be developed for the upcoming calendar year.

Supporting Documents: Draft 2019 Budget
Previous Board Action: None
### 2019 Draft Budget

#### REVENUES

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<tr>
<td>City of Burnsville</td>
<td>$ 500</td>
<td>$ 500</td>
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<td>City of Eagan</td>
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<td>City of Inver Grove Heights</td>
<td>$ 3,220</td>
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<td>JPS Vermillion River Watershed</td>
<td>$ 120,863</td>
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<td>MCD Engineering &amp; Technical Assistance</td>
<td>$ 25,000</td>
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<td>MCD ETA Hosting</td>
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<td>MCD MAWQCP</td>
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<td>MCD CGWCP</td>
<td>$ 44,388</td>
<td>$ 92,274</td>
<td>$ 50,164</td>
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<td><strong>Other Revenue:</strong></td>
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<tr>
<td>Interest Earnings</td>
<td>$ 4,000</td>
<td>$ 4,000</td>
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<tr>
<td>Landscaping for Clean Water Workshops</td>
<td>$ 3,788</td>
<td>$ 3,788</td>
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<tr>
<td>Equipment Rental Income</td>
<td>$ 1,756</td>
<td>$ 1,756</td>
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<td>Other Charges For Services</td>
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<td>$ 0</td>
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<td>PERA Rate Aid</td>
<td>$ 1,550</td>
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<tr>
<td><strong>Total Revenues:</strong></td>
<td>$ 1,163,086</td>
<td>$ 1,448,360</td>
<td>$ 1,458,065</td>
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</table>
## 2019 Draft Budget

### EXPENSES

<table>
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<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2018 Compare</th>
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<tbody>
<tr>
<td><strong>Operating Expenses:</strong></td>
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<tr>
<td>Computers and Accessories</td>
<td>$11,875</td>
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<td>$4,658</td>
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<td>Dues and Memberships Fees</td>
<td>$6,287</td>
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<td>Misc. Operating Expenses</td>
<td>$(778)</td>
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<td>Postage</td>
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<td>Professional Services</td>
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<td>Public Education, Promotion</td>
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<td>Subscriptions and Publications</td>
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<td>$250</td>
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<td>Telephone and Wireless Service</td>
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<td>Vehicle Maintenance and Fuel</td>
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<td><strong>Operating Supplies:</strong></td>
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<td>Field Supplies</td>
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<td>Office Supplies</td>
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<td>Printer and Plotter Supplies</td>
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<td>Safety Equipment</td>
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<td><strong>Project Expenses:</strong></td>
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<td>2016 BWSR State Cost Share Program</td>
<td>$4,997</td>
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<td>2018 BWSR State Cost Share Program</td>
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<td>$15,825</td>
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<td>2019 State Cost Share Program</td>
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<td>Local Capacity Funding For Projects</td>
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<td>2019 Watershed Based Funding Projects</td>
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<td>2017 CWF Trout Brook WI Projects</td>
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<td>2014 CWF Community Initiative</td>
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<td>2014 CWF Conservation Incentive</td>
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<td>2014 CWF SW Retrofit Projects</td>
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<td>2015 CWF Community Initiative</td>
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<td>MDA NFMP Expenses</td>
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<td>Met Council WOMP Expenses</td>
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<td>VRW JPO Expenses</td>
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<td>Equipment Repairs</td>
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<td>Landscaping for Clean Water</td>
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<td>Outdoor Education Day</td>
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<td>Misc. Project Expenses, Contracted Services</td>
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<td><strong>Payroll Expenses:</strong></td>
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<td>Employee Salaries</td>
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<td>Annual Conversion Option</td>
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<td>Upcoming Year Annual Conversion Option</td>
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<td>Supervisor Compensation</td>
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<tr>
<td>Social Security (6.2%)</td>
<td>$43,867</td>
<td>$51,088</td>
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<td>Medicare (1.45%)</td>
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<td>PERA Employees (7.50%)</td>
<td>$53,380</td>
<td>$61,800</td>
<td>$58,515</td>
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<td>PERA Supervisors (5%)</td>
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<td>Medical Insurance</td>
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<td>Dental Insurance</td>
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<td>Disability Insurance</td>
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<td>Payroll Processing, Subscription, Advertising</td>
<td>$941</td>
<td>$1,500</td>
<td>$782</td>
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<td>Employee Training, Conferences</td>
<td>$3,998</td>
<td>$7,800</td>
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<td>Employee Meeting Exp and Reimbursements</td>
<td>$1,345</td>
<td>$2,500</td>
<td>$1,607</td>
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<td>Employee Benefits Other</td>
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<td>Work Comp Insurance</td>
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<td>$3,430</td>
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<td>Supervisor Training, Conferences</td>
<td>$4,245</td>
<td>$5,000</td>
<td>$4,393</td>
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<td>Supervisor Meeting Exp &amp; Reimbursements</td>
<td>$2,671</td>
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<td>$2,720</td>
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<tr>
<td><strong>Total Expenses:</strong></td>
<td>$1,118,859</td>
<td>$1,441,384</td>
<td>$1,259,909</td>
<td>$1,454,100</td>
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<td>Revenue Less Expenses</td>
<td>$44,227</td>
<td>$6,976</td>
<td>$(54,404)</td>
<td>$3,965</td>
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</table>
POURPOSE/ACTION REQUESTED:
Authorization to fill vacancy.

SUMMARY:
The Personnel Committee met after the October Board meeting to discuss our current organizational structure which includes 11-full time positions. Due to the resignation of our Program Specialist, we have had a vacancy since September.

The Finance Committee met back on October 31 to review our draft 2019 budget and further discuss staffing options and filling the existing vacancy. There was consensus to fill the vacancy with a support staff position that can assist with day to day operations of the office.

Upon authorization to fill the vacancy, coordination with Dakota County Employee Relations will occur to begin the hiring process. It is anticipate that the position would be filled by mid-February or early March.

EXPLANATION OF FISCAL/FTE IMPACT:
Since this does not represent an increase in staffing levels, annual costs have been included into the 2019 budget.
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Meeting Date: 12/6/2018
Prepared by: Joe Barten

PURPOSE/ACTION REQUESTED:
Authorization to execute agreement for services with Lower Mississippi River Watershed Management Organization for services.

SUMMARY:
Staff has drafted and presented a 2019 work plan and budget to the Lower Mississippi River Watershed Management Organization (LMRWMO) Board of Managers. The work plan and budget includes administration, education and outreach, technical assistance and project implementation, and water quality monitoring services to the LMRWMO for the 2019 calendar year.

The work plan and budget includes a total agreement not to exceed $51,040. The LMRWMO Board approved the 2019 work plan and budget at their November 14, 2018 meeting.

EXPLANATION OF FISCAL/FTE IMPACT:
Services to the LMRWMO will be added to the budget and staff work plan for 2019.
## 2019 Dakota County SWCD Work Plan and Budget

**Prepared for the**

**Lower Mississippi River Watershed Management Organization**

<table>
<thead>
<tr>
<th>TASK – ADMINISTRATION</th>
<th>COST ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board Meeting Preparation (based on 10 meetings)</strong></td>
<td>100 hours @ $80/hour = $8,000</td>
</tr>
<tr>
<td>- Coordinate Board packet materials including agenda, minutes, and support information.</td>
<td></td>
</tr>
<tr>
<td>- Maintain and update database of Board member addresses.</td>
<td></td>
</tr>
<tr>
<td>- Develop and distribute Board packets to members, alternates, and partners.</td>
<td></td>
</tr>
<tr>
<td>- Prepare and send press release/meeting notification to appropriate news outlets.</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Reports, Plans, and Financial Reports</strong></td>
<td>15 hours @ $80/hour = $1,200</td>
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<tr>
<td>- Due to the Board of Water and Soil Resources (BWSR) each April - annual report including financial report plus current year’s plan.</td>
<td></td>
</tr>
<tr>
<td>- Maintain documents through records retention schedule.</td>
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</tr>
<tr>
<td>- Coordinate annual audit</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Budget Development</strong></td>
<td>15 hours @ $80/hour = $1,200</td>
</tr>
<tr>
<td>- Prepare annual budget from approved plan and LMRWMO Board priorities, copy, and distribute.</td>
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<tr>
<td><strong>General Correspondence, Coordination, and Grant Writing</strong></td>
<td>130 hours @ $80/hour = $10,400</td>
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<tr>
<td>- Draft letters on various issues as requested.</td>
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</tr>
<tr>
<td>- Coordinate with state agencies, regional organizations, member cities, and consultants regarding pertinent watershed management topics.</td>
<td></td>
</tr>
<tr>
<td>- Submit grant proposals to seek funding as requested, coordinate with grant recipients, and execute grant agreements.</td>
<td></td>
</tr>
<tr>
<td><strong>Printing and Postage</strong></td>
<td>4 quarters @ $50/quarter = $200</td>
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</table>

<p>| Subtotal                                                   | $21,000               |</p>
<table>
<thead>
<tr>
<th>TASK - EDUCATION</th>
<th>COST ESTIMATE</th>
</tr>
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<tbody>
<tr>
<td><strong>Landscaping for Clean Water Workshops</strong></td>
<td>Introduction Presentation = $1,600</td>
</tr>
<tr>
<td>• Conduct 1 Landscaping for Clean Water Introduction</td>
<td>Design Workshop = $3,200</td>
</tr>
<tr>
<td>Presentation (one evening).</td>
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</tr>
<tr>
<td>• Conduct 1 Landscaping for Clean Water Design</td>
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<tr>
<td>Workshop (two evenings).</td>
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</tr>
<tr>
<td><strong>Landscaping for Clean Water Maintenance Workshop</strong></td>
<td>Presentation = $1,600</td>
</tr>
<tr>
<td>• Conduct 1 Landscaping for Clean Water Maintenance</td>
<td></td>
</tr>
<tr>
<td>Presentation (one evening).</td>
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<tr>
<td><strong>Master Water Stewards (MWS) Program Coordination</strong></td>
<td>40 hours @ $80/hour = $3,200</td>
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<tr>
<td>• Coordinate with Freshwater Society Staff on program</td>
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<tr>
<td>content; provide outreach on program to public;</td>
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</tr>
<tr>
<td>coordinate with participants on program.</td>
<td></td>
</tr>
<tr>
<td>• Provide tour of LMRWMO for participants.</td>
<td></td>
</tr>
<tr>
<td>• Attend up to 5 MWS classes and prepare presentation</td>
<td></td>
</tr>
<tr>
<td>on LMRWMO issues for classes.</td>
<td></td>
</tr>
<tr>
<td>• Assist participants in implementing capstone</td>
<td></td>
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<tr>
<td>projects.</td>
<td></td>
</tr>
<tr>
<td>• Coordinate volunteer opportunities for participants.</td>
<td></td>
</tr>
<tr>
<td><strong>Project Signage Creation</strong></td>
<td>30 hours @ $80/hour = $2,400</td>
</tr>
<tr>
<td>• Coordinate design of template signage for water</td>
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<tr>
<td>resource projects for use by member cities.</td>
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<tr>
<td><strong>Board Tour Coordination</strong></td>
<td>12 hours @ $80/hour = $960</td>
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<tr>
<td>• Coordinate and plan tour of LMRWMO projects for</td>
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<tr>
<td>LMRWMO Board members and stakeholders.</td>
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<tr>
<td><strong>Special Education Request Coordination</strong></td>
<td>14 hours @ $80/hour = $1,120</td>
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<tr>
<td>• Respond to public requests for information.</td>
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<tr>
<td>• Coordinate citizen advisory committee meetings;</td>
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<tr>
<td>work with CAC to develop/distribute educational</td>
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</tr>
<tr>
<td>materials and develop/coordinate service projects.</td>
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</tr>
<tr>
<td><strong>Website Updates and Maintenance</strong></td>
<td>20 hours @ $80/hour = $1,600</td>
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<tr>
<td>• Update LMRWMO website with meeting minutes,</td>
<td>4 quarters @ $25/quarter = $100</td>
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<tr>
<td>agendas, project information, Board information,</td>
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<tr>
<td>water monitoring information, and other information</td>
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</tr>
<tr>
<td>as necessary.</td>
<td></td>
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<tr>
<td>• Website hosting fee.</td>
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<td><strong>Subtotal</strong></td>
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### TASK - TECHNICAL ASSISTANCE & PROJECT IMPLEMENTATION

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<th>Cost Estimate</th>
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<tr>
<td><strong>Plan Review</strong></td>
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<tr>
<td>- At Board’s request, review and comment on wetland issues, local water plans, EISs, EAWs, etc.</td>
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<tr>
<td>10 hours @ $80/hour = $800</td>
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<table>
<thead>
<tr>
<th>Cost Share Program – Landscaping for Clean Water</th>
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<tbody>
<tr>
<td>- SWCD staff time for technical assistance for participants.</td>
</tr>
<tr>
<td>- Provide cost share to landowners for up to 10 Landscaping for Clean Water projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies.</td>
</tr>
<tr>
<td>Technical Assistance = $5,000</td>
</tr>
<tr>
<td>Landowner Incentives: $250/project x 10 projects = $2,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal</th>
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<tr>
<td>$8,300</td>
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### TASK – LAKE WATER MONITORING

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<tr>
<th>Cost Estimate</th>
</tr>
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<tbody>
<tr>
<td><strong>CAMP Fee for Three Lakes</strong></td>
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<tr>
<td>- 7 sampling events for each lake, June through September</td>
</tr>
<tr>
<td>- Laboratory costs for analysis of chlorophyll-α and total phosphorus samples.</td>
</tr>
<tr>
<td>CAMP Program Fee:  $280 x 3 lakes = $840</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Data Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Establishing project with Metropolitan Council.</td>
</tr>
<tr>
<td>- Entering and submitting data to Metropolitan Council.</td>
</tr>
<tr>
<td>- Create yearly monitoring summary memo for LMRWMO Board and volunteers.</td>
</tr>
<tr>
<td>Data Management: 20 hours @ $80/hour = $1,600</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Volunteer Coordination</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Establish volunteers for each lake.</td>
</tr>
<tr>
<td>- Coordinate time and location of training for volunteers.</td>
</tr>
<tr>
<td>- Attend training for volunteers.</td>
</tr>
<tr>
<td>- Coordinate pickup and drop off of monitoring samples.</td>
</tr>
<tr>
<td>Volunteer Coordination: 20 hours @ $80/hour = $1,600</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water Monitoring (as needed if volunteers are unable to perform)</th>
</tr>
</thead>
<tbody>
<tr>
<td>- 4 potential sampling events, June through September.</td>
</tr>
<tr>
<td>- Field measurements including Secchi transparency and field observations.</td>
</tr>
<tr>
<td>- Travel to and from monitoring site.</td>
</tr>
<tr>
<td>(3 hours per event x 4 sampling events x 2 staff)</td>
</tr>
<tr>
<td>24 hours @ $80/hour = $1,920</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,960</td>
</tr>
</tbody>
</table>

**TOTAL AGREEMENT NOT TO EXCEED $51,040**
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date:  12/6/2018

Prepared by:  Joe Barten

PURPOSE/ACTION REQUESTED:
Authorization to execute agreement with Lower Mississippi River Watershed Management Organization for implementing a FY19 watershed based funding grant from the Minnesota Board of Water and Soil Resources.

SUMMARY:
Staff has drafted and presented a work plan to the Lower Mississippi River Watershed Management Organization (LMRWMO) Board of Managers to assist with implementing their FY19 BWSR grant under the pilot watershed based funding program. The work plan includes grant administration, project development, and education services.

The work plan and budget includes a total amount not to exceed $37,880. The LMRWMO Board approved the 2018-2021 work plan and budget at their November 14, 2018 meeting. The term of the agreement will coincide with the BWSR grant agreement, which is 3 years, ending on December 31, 2021.

EXPLANATION OF FISCAL/FTE IMPACT:
Services to the LMRWMO will be added to the budget and staff work plan for 2018-2021.

Supporting Documents:
Work Plan for the LMRWMO FY19 Watershed Based Funding Grant

Previous Board Action:
None
2018-2021 Dakota County SWCD Work Plan
Prepared for the
Lower Mississippi River Watershed Management Organization
for Implementation of
Board of Water and Soil Resources (BWSR) FY19 Watershed Based Funding Grant: P19-3265

<table>
<thead>
<tr>
<th>TASK AND DESCRIPTION</th>
<th>COST ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grant Administration</strong></td>
<td></td>
</tr>
<tr>
<td>• Implement all activities outlined in grant work plan.</td>
<td></td>
</tr>
<tr>
<td>• Manage the grant and provide overall administration of funds, match requirements, and grant reporting.</td>
<td></td>
</tr>
<tr>
<td>• Coordinate with State Agency contacts regarding all aspects of the grant.</td>
<td></td>
</tr>
<tr>
<td>• Maintain program and project files to include appropriate documents as reference. Maintain financial records to include all revenue and expenses associated with this grant, as well as expenditures on projects.</td>
<td>100 hours @ $80/hour = $8,000</td>
</tr>
<tr>
<td>• Provide entries and status reporting into the eLINK system. Provide website support to follow BWSR website grant reporting requirements.</td>
<td></td>
</tr>
<tr>
<td>• Maintain records for a minimum of six years beyond the life expectancy of the installed practices.</td>
<td></td>
</tr>
<tr>
<td><strong>Education Programs - Project Development</strong></td>
<td></td>
</tr>
<tr>
<td>• Implement activities outlined in grant work plan.</td>
<td></td>
</tr>
<tr>
<td>• Create scopes of work for education programs to obtain education consultant services.</td>
<td></td>
</tr>
<tr>
<td>• Oversee and coordinate contracting with education consultant.</td>
<td></td>
</tr>
<tr>
<td>• Provide direction on program content, coordinate meetings, events, and trainings with education consultant.</td>
<td></td>
</tr>
<tr>
<td>• Coordinate with project and WMO stakeholders on content of materials and trainings, engage community organizations to participate in educational training, coordinate dissemination of educational materials to communities.</td>
<td>116 hours @ $80/hour = $9,280</td>
</tr>
<tr>
<td><strong>Education Programs - Stenciling Program Implementation</strong></td>
<td></td>
</tr>
<tr>
<td>• Implement all activities outlined in grant work plan pertaining to stenciling program.</td>
<td></td>
</tr>
<tr>
<td>• Develop program process and content including print material, handouts, door hangers, process directives.</td>
<td></td>
</tr>
<tr>
<td>• Create watershed maps for volunteers.</td>
<td></td>
</tr>
<tr>
<td>• Create 3 stenciling kits</td>
<td></td>
</tr>
<tr>
<td>• Provide volunteer coordination for 4 neighborhood stenciling projects.</td>
<td></td>
</tr>
<tr>
<td>• Engage community organizations to participate in storm drain stenciling and disseminate program materials to communities.</td>
<td></td>
</tr>
<tr>
<td>Stencil Kits ($1,000 each) = $3,000</td>
<td></td>
</tr>
<tr>
<td>120 hours @ $80/hour = $9,600</td>
<td></td>
</tr>
<tr>
<td><strong>Lake Augusta Study - Project Development</strong></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>Implement all activities outlined in grant work plan.</td>
<td></td>
</tr>
<tr>
<td>Coordinate with project stakeholders to finalize the terms of implementation of this project and create a detailed scope of work for procurement of a feasibility study consultant</td>
<td></td>
</tr>
<tr>
<td>Organize stakeholder meetings to inform and coordinate with affected parties and the City of Mendota Heights.</td>
<td></td>
</tr>
<tr>
<td>Create joint powers agreement (JPA) to define financial responsibilities of project cooperators.</td>
<td></td>
</tr>
<tr>
<td>Communicate with project partners and stakeholders before, during, and after feasibility study is undertaken.</td>
<td></td>
</tr>
<tr>
<td>Provide direction to feasibility study consultant on study details.</td>
<td></td>
</tr>
<tr>
<td>50 hours @ $80/hour = $4,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Interstate Valley Creek Study - Project Development</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Implement all activities outlined in grant work plan.</td>
<td></td>
</tr>
<tr>
<td>Coordinate with project stakeholders to finalize the terms of implementation of this project and create a detailed scope of work for procurement of a feasibility study consultant</td>
<td></td>
</tr>
<tr>
<td>Organize stakeholder meetings to inform and coordinate with affected parties and the City of Mendota Heights.</td>
<td></td>
</tr>
<tr>
<td>Create joint powers agreement (JPA) to define financial responsibilities of project cooperators.</td>
<td></td>
</tr>
<tr>
<td>Communicate with project partners and stakeholders before, during, and after feasibility study is undertaken.</td>
<td></td>
</tr>
<tr>
<td>Provide direction to feasibility study consultant on study details.</td>
<td></td>
</tr>
<tr>
<td>50 hours @ $80/hour = $4,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total Agreement Not To Exceed**

$37,880

Note: Additional items pertaining to the grant may be required of the SWCD during the grant period and individual grant budget amounts may change as the grant progresses. If proposed changes are to exceed the total agreed amount, this work plan will then be amended and re-executed by the LMRWMO and SWCD.
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/6/2018

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:
Authorization to execute agreement for services with North Cannon River Watershed Management Organization.

SUMMARY:
Staff has drafted and presented a 2019 work plan and budget to the North Cannon River Watershed Management Organization (NCRWMO) Board of Managers. The work plan and budget includes administration, education and outreach, water quality monitoring and implementation of cost share dollars for the NCRWMO during the 2019 calendar year.

The work plan and budget includes a total agreement not to exceed $27,498. The NCRWMO Board approved the 2019 work plan and budget at their November 14, 2018 meeting.

EXPLANATION OF FISCAL/FTE IMPACT:
Services to the NCRWMO will be added to the budget and staff work plan for 2019.

Supporting Documents:
2019 SWCD Work Plan and Budget for the NCRWMO

Previous Board Action:
None
## Administrative Assistance

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Treasurer Report and Budget Performance Report</strong></td>
<td></td>
</tr>
<tr>
<td>Calculate and report for each meeting fund balances on CDs, savings, and checking accounts and update budget performance report, assist Auditor with annual audit as needed.</td>
<td>8 hours @ $80/hour = $640&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td><strong>Board Meeting Preparation Based on 3 Meetings</strong></td>
<td></td>
</tr>
<tr>
<td>1) Put together full Board packet mailing materials including agenda, minutes, treasurer report, etc.</td>
<td></td>
</tr>
<tr>
<td>2) Find and reserve meeting space and coordinate building locking/unlocking.</td>
<td>45 hours @ $80/hour = $3,600&lt;sup&gt;2&lt;/sup&gt; Paper and postage = $75</td>
</tr>
<tr>
<td>3) Maintain and update database of Board member addresses.</td>
<td></td>
</tr>
<tr>
<td>4) Distribute Board packet to Board members and alternates, plus key partners.</td>
<td></td>
</tr>
<tr>
<td>5) Distribute agenda and minutes to 11 clerks.</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Reports, Plans, Financial Reports</strong></td>
<td></td>
</tr>
<tr>
<td>Meet BWSR requirements by developing and submitting reports for previous year plus next year’s plans.</td>
<td>25 hours @ $80/hour = $2,000</td>
</tr>
<tr>
<td><strong>Annual Budget Development and Dues Calculations</strong></td>
<td></td>
</tr>
<tr>
<td>Prepare annual budget from approved plan and Board priorities, copy, and distribute. Annually receive tax capacity figures from County Assessor’s office and calculate appropriate dues for each member depending on budget.</td>
<td>15 hours @ $80/hour = $1,200</td>
</tr>
<tr>
<td><strong>Website Hosting and Administration</strong></td>
<td></td>
</tr>
<tr>
<td>Host and maintain a website, as required by BWSR, to display information on meeting agendas, minutes, watershed plans, annual reports and plans, cost-share projects, grant expenditures, and other information.</td>
<td>20 hours @ $80/hour = $1,600 Hosting fee = $100</td>
</tr>
<tr>
<td><strong>General Correspondence and Coordination</strong></td>
<td></td>
</tr>
<tr>
<td>Draft letters as requested by Board on various items; coordinate with various entities regarding pertinent watershed management topics and events. Review community Local Water Management Plans. Coordination of watershed based funding for NCRWMO priorities.</td>
<td>40 hours @ $80/hour = $3,200</td>
</tr>
<tr>
<td><strong>Administrative Assistance Subtotal</strong></td>
<td>$12,415</td>
</tr>
</tbody>
</table>

<sup>1</sup> $175 will be charged for each additional Board meeting scheduled.

<sup>2</sup> $1,200 will be charged for each additional Board meeting scheduled.
## Technical Assistance

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Monitoring</strong></td>
<td></td>
</tr>
<tr>
<td>1) Water Quality Monitoring – Routine</td>
<td></td>
</tr>
<tr>
<td>a. Lab analysis for bacteria, nutrients, and solids.</td>
<td>7 monthly samples @ $90.25/sample = $631.75</td>
</tr>
<tr>
<td>b. Staff time for sample collection</td>
<td>35 hours @ $80/hour = $2,800</td>
</tr>
<tr>
<td>2) Water Quality Monitoring - Event</td>
<td></td>
</tr>
<tr>
<td>a. Lab analysis for bacteria, nutrients, and solids.</td>
<td>5 event samples @ $90.25/sample = $451.25</td>
</tr>
<tr>
<td>b. Staff time for sample collection</td>
<td>25 hours @ $80/hour = $2,000</td>
</tr>
<tr>
<td>3) Data Analysis and Reporting</td>
<td></td>
</tr>
<tr>
<td>a. Data analysis, compilation, and reporting to MPCA</td>
<td>10 hours @ $80/hour = $800</td>
</tr>
<tr>
<td>b. Creating a monitoring report and presenting findings to NCRWMO board</td>
<td>25 hours @ $80/hour = $2,000</td>
</tr>
<tr>
<td></td>
<td>Sub-Total for Monitoring = $8,683</td>
</tr>
<tr>
<td><strong>Advocacy, Education and Outreach</strong></td>
<td></td>
</tr>
<tr>
<td>Coordinate with local, County, State and Federal stakeholders to implement the advocacy, education and outreach strategies within the Watershed Management Plan</td>
<td>30 hours @ $80/hour = $2,400</td>
</tr>
<tr>
<td><strong>Cost Share Program</strong></td>
<td></td>
</tr>
<tr>
<td>Provide cost share to landowners for implementing conservation projects through existing SWCD cost share programs (pass through funds).</td>
<td>$3,000</td>
</tr>
<tr>
<td>Technical and administrative assistance to execute landowner contracts, provide construction oversight and certify completion of the project.</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Technical Assistance Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$15,083</td>
</tr>
</tbody>
</table>

**Total Not To Exceed Amount = $27,498**
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 12/6/2018

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED:
Authorization to execute agreement with North Cannon River Watershed Management Organization for implementing a FY19 watershed based funding grant from the Minnesota Board of Water and Soil Resources.

SUMMARY:
Staff has drafted and presented a work plan to the North Cannon River Watershed Management Organization (NCRWMO) Board of Managers to assist with implementing their FY19 BWSR grant under the pilot watershed based funding program. The work plan includes grant administration, project development, agricultural practices, a subwatershed analysis and drainage water management outreach.

The work plan and budget includes a total agreement not to exceed $136,520. The NCRWMO Board approved the 2018-2021 work plan and budget at their November 14, 2018 meeting. The term of the agreement will coincide with the BWSR grant agreement which is 3 years or December 31, 2021.

EXPLANATION OF FISCAL/FTE IMPACT:
Services to the NCRWMO will be added to the budget and staff work plan for 2018-2021.

Supporting Documents:
Work Plan for the NCRWMO FY19 Watershed Based Funding Grant

Previous Board Action:
None
## Grant Administration
- Manage the grant and provide overall administration of funds, match requirements, and grant reporting.
- Coordinate with State Agency contacts regarding all aspects of the grant.
- Maintain program and project files to include appropriate documents as reference. Maintain financial records to include all revenue and expenses associated with this grant, as well as expenditures on projects.
- Provide entries and status reporting into the eLINK system. Provide website support to follow BWSR website grant reporting requirements.
- Maintain records for a minimum of six years beyond the life expectancy of the installed practices.

<table>
<thead>
<tr>
<th>TASK</th>
<th>COST ESTIMATE</th>
<th>GRANT BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Administration</td>
<td>85 hrs @ $80 = $6,800</td>
<td>$6,826</td>
</tr>
</tbody>
</table>

## Project Development
- Marketing agricultural practices. May include meetings, field days, direct mailings, newsletter articles etc.
- Initial coordination with interested landowners or operators. May include pollutant reduction calculations, maps, potential practice discussions, general cost estimates, general conservation planning etc.

<table>
<thead>
<tr>
<th>TASK</th>
<th>COST ESTIMATE</th>
<th>GRANT BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Development</td>
<td>52 hrs @ $80 = $4,160</td>
<td>$4,085</td>
</tr>
</tbody>
</table>

## Agricultural Practices
- Provide cost share or incentives to landowners or operators for structural and non-structural practices by passing dollars through the Incentive Payment Practices (IPP) Program.
- Technical and engineering assistance to design projects, execute contracts with landowners or operators, provide construction oversight, and certify completion of the project.

<table>
<thead>
<tr>
<th>TASK</th>
<th>COST ESTIMATE</th>
<th>GRANT BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Practices</td>
<td>Non-structural = $32,490 Structural = $37,364</td>
<td>Non-structural = $32,490 Structural = $37,364</td>
</tr>
<tr>
<td></td>
<td>T/E - 98 hrs @ $80 = $7,840</td>
<td>T/E = $7,761</td>
</tr>
</tbody>
</table>

## Subwatershed Analysis
- Complete one subwatershed analysis. Activities include preliminary desktop mapping, field reconnaissance, pollutant calculations, priority practice ranking and a final report.

<table>
<thead>
<tr>
<th>TASK</th>
<th>COST ESTIMATE</th>
<th>GRANT BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subwatershed Analysis</td>
<td>415 hrs @ $80 = $33,200</td>
<td>$33,250</td>
</tr>
</tbody>
</table>
Drainage Water Management
- Provide outreach and guidance on suitable locations for drainage water management practices. Activities include partnering with other agencies, businesses or non-profits, hosting field days, installing demonstration sites and creating outreach materials.
- Staff time may be a combination of Dakota County SWCD staff time as well as sub-contracted.
- Hard costs for materials and expenses for meetings and field days.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>130 hrs @ 80 = $10,321</td>
<td></td>
<td>$14,744</td>
</tr>
<tr>
<td>Expenses = $4,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost Estimate</strong></td>
<td><strong>$136,675</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Budget Available in the Grant</strong></td>
<td></td>
<td><strong>$136,520</strong></td>
</tr>
<tr>
<td><strong>Total Agreement Not To Exceed</strong></td>
<td></td>
<td><strong>$136,520</strong></td>
</tr>
</tbody>
</table>

Note: Additional items pertaining to the grant may be required of the SWCD during the grant period and individual grant budget amounts may change as the grant progresses. If proposed changes are to exceed the total agreed amount, this work plan will then be amended and re-executed by the NCRWMO and SWCD.
PURPOSE/ACTION REQUESTED:
Authorization to execute agreement for services with the Black Dog Watershed Management Organization.

SUMMARY:
Staff has drafted and presented a 2019 work plan and budget to the Black Dog Watershed Management Organization (BDWMO). The work plan and budget includes Education and Outreach and Project Implementation services for the 2019 calendar year.

The work plan and budget includes a total agreement amount not to exceed $25,400. The BDWMO Board approved the 2019 work plan and budget at their May 16 meeting and as part of their budgeting process.

EXPLANATION OF FISCAL/FTE IMPACT:
Services to the BDWMO will be added to the SWCD Budget and staff work plan for 2019.
## 2019 SWCD Work Plan and Budget

**Prepared for**

**Black Dog Watershed Management Organization**

<table>
<thead>
<tr>
<th>Task – Education and Outreach Assistance</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Black Dog WMO Website Updates and Maintenance</strong></td>
<td></td>
</tr>
<tr>
<td>• Staff time to update and maintain website</td>
<td>25 hours at $80/hour = $2,000</td>
</tr>
<tr>
<td>• Website hosting fee</td>
<td>$300</td>
</tr>
<tr>
<td><strong>Landscaping for Clean Water Workshops</strong></td>
<td></td>
</tr>
<tr>
<td>• Conduct 2 Landscaping for Clean Water Intro Workshops (two evenings)</td>
<td>Intro Workshops = $3,200</td>
</tr>
<tr>
<td>• Conduct 2 Landscaping for Clean Water Design Workshops (four evenings)</td>
<td>Design Workshops = $6,400</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$11,900</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task –Technical Assistance and Cost Share</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landscaping for Clean Water Project Implementation</strong></td>
<td></td>
</tr>
<tr>
<td>• Staff time for technical assistance.</td>
<td>Technical Assistance = $9,000</td>
</tr>
<tr>
<td>• Provide cost share to landowners for up to 18 Landscaping for Clean Water projects including raingardens, native plantings and shoreline stabilization projects as consistent with SWCD cost share policies.</td>
<td>Landowner Incentives: $250/project * 18 projects = $4,500</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$13,500</strong></td>
</tr>
</tbody>
</table>

**Total Agreement Not To Exceed = $25,400**
Request for Board Action

Voice Vote

Meeting Date: 12/6/2018
Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:
Authorization to execute 5-Year joint powers agreement with Dakota County.

SUMMARY:
Staff has been working with County staff to revise our existing 5-year joint powers agreement (JPA) which expires at the end of calendar year 2018. The JPA outlines services the County provides to SWCD and services the SWCD provides to Dakota County. This is the 4<sup>th</sup> generation five-year agreement with Dakota County which was first established in 2004.

There have been some changes to this version of the JPA. Highlights include:

- The SWCD can now also utilize County Physical Development Division staff for fee-for-service technical assistance.
- A provision was added that allows both County and SWCD to enter into one or more separate agreements when funds have been allocated through annual budget process; this was done for addressing grants that may be obtained during the five-year term that are not anticipated under Attachment 1.
- SWCD provision of County Agricultural Inspector Services to the County was reinstated (Appendix A).
- SWCD and County provision of services on fee-for-service basis was updated (Appendix D).
- Attachment 1 was modified to eliminate specific references to programs and cost estimates over the 5-year term. The total 2019 charges for services SWCD provides to Dakota County is capped at $250,000. However, in subsequent years this cap can be modified pending outcomes of annual budget process.

The Dakota County Board of Commissioners approved the JPA at their November 27 meeting.

EXPLANATION OF FISCAL/FTE IMPACT:
This joint powers agreement will establish baseline annual funding such as Wetland Conservation Act services, in-kind services such as facility and fleet use, and a fee for service funding mechanism above and beyond our levy allocation. Funding will be added to annual budgets and staff plans over the 5-year life of the agreement.

Supporting Documents:
Revised JPA between Dakota County and the SWCD

Previous Board Action:
None
This agreement (Agreement) is made and entered into between the County of Dakota, by and through the Dakota County Board of Commissioners, and the Dakota County Soil and Water Conservation District, by and through the Dakota County Soil and Water Conservation District Board of Supervisors.

WHEREAS, the County of Dakota (COUNTY) is a political subdivision of the State of Minnesota, with authority to carry out erosion control and other soil and water conservation programs in Dakota County, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

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

WHEREAS, both the COUNTY and the SWCD have a common interest and statutory authority to encourage land occupiers in Dakota County to conserve soil and water resources through the implementation of practices that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, prevent impairment of dams and reservoirs, preserve wildlife, protect the tax base, and protect public lands and waters in Dakota County; and

WHEREAS, soil and water conservation assistance to Dakota County land occupiers is the core mission of the SWCD, which is also a mission of the COUNTY; and

WHEREAS, the SWCD, with the COUNTY’s in-kind support and levy funds, provides technical assistance to land occupiers in Dakota County and provides administrative services that leverage significant amounts of funding for water quality protection within the boundaries of Dakota County; and

WHEREAS, the SWCD also supplements COUNTY funding with grants and charges for services outside this Agreement with non-county entities to fund its activities; and

WHEREAS, effective January 1, 2009 the COUNTY and SWCD entered into a joint powers agreement to mutually assist each other related to soil and water conservation programming within Dakota County and for the purpose of performing on behalf of each other services or functions that the other is authorized to perform for itself; and

WHEREAS, the joint powers agreement terminates on December 31, 2018 and the COUNTY and the SWCD desire to enter into a new joint powers agreement as authorized by Minn. Stat. § 471.59, that addresses the services and functions that the parties intend to provide to one another over a ten year period.

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

ARTICLE 1
PURPOSE

The purpose of this Agreement is to provide a method by which the COUNTY and the SWCD cooperate and coordinate activities related to soil and water conservation in Dakota County in a way that best utilizes the public funds, resources and the technical expertise of each party, as approved by the Dakota County Board of Commissioners through its annual budget process. A secondary purpose of this Agreement is to authorize County departments to utilize the SWCD for fee-for-service technical assistance on additional COUNTY projects by entering into agreements defining the scope and cost of such services without obtaining separate County Board approval if funds for the additional services have been allocated through the annual County budget process. Another secondary purpose of this Agreement is to authorize SWCD staff to utilize County Physical Development Division staff for fee-for-service technical assistance on SWCD projects by entering into agreements defining the scope and cost of such services without obtaining separate SWCD Board approval if funds for the additional services have been allocated through the annual SWCD budget process.
ARTICLE 2
TERM

Notwithstanding the dates of the signatures of the parties, the term of this Agreement shall be from January 1, 2019 through December 31, 2024, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 3
COOPERATION

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

ARTICLE 4
GENERAL PROVISIONS

4.1 COMPLIANCE WITH LAWS/STANDARDS. The COUNTY and SWCD agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Agreement is responsible.

4.2 EMPLOYEE STATUS. The SWCD, its officers, employees or agents, in implementing the terms of this Agreement, are not employees of the COUNTY. The COUNTY, its officers, employees or agents, in implementing the terms of this Agreement, are not employees of the SWCD.

4.3 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 or limited 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, Minnesota Statute Chapter 466 and other applicable laws govern liability of the COUNTY and the SWCD. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, Subd. 1a(b), provided further that for purposes of that statute it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of the other party.

4.4 COUNTY INSURANCE COVERAGE TO THE SWCD. The SWCD has requested and the COUNTY agrees to provide insurance coverage to the SWCD, in accordance with Minn. Stat. § 103C.331, Subd. 18 and the terms in Appendix 1, which is attached and incorporated herein.

4.5 RECORDS RETENTION. The parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective records retention schedules that have been reviewed and approved by the State in accordance with Minn. Stat. §138.17.

4.6 SUBCONTRACTING. The COUNTY and the SWCD understand and agree that one or more of the scope of services set forth in the Appendixes to this Agreement may be performed through a subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The COUNTY and SWCD agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. It is the responsibility of each party to ensure its subcontractor has adequate and appropriate insurance coverage meeting the COUNTY’S standard insurance requirements or receive a waiver of coverage from the COUNTY Risk Manager.

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

4.8 DEFAULT: FORCE MAJEURE. A party shall not 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.
4.9 TERMINATION. The parties anticipate that this Agreement will remain in full force and effect through December 31, 2024 unless otherwise terminated in accordance with law or other provisions of this Agreement. This Agreement will automatically terminate prior to December 31, 2024 if all Appendixes attached to this Agreement are terminated in accordance with the notice provision contained in each Appendix and in accordance with the procedures set out in this Section.

A. Notice of Termination of an Appendix. A party must give written notice to terminate an Appendix without cause to the other party in accordance with the notice provision set out in the applicable Appendix and in accordance with the procedures set out in this Section. Termination of one Appendix does not terminate this Agreement or any other Appendixes.

B. Termination of Entire Agreement Without Cause. If a situation arises when either party desires to terminate this entire Agreement without cause, a party will give the other party twelve (12) months’ notice of the termination, in accordance with the procedures set out in this Section.

C. Termination for Cause. In addition to other specifically stated terms of this Agreement or as otherwise provided by law, the following conditions, unless excused or corrected in a timely manner, shall warrant termination of this Agreement, or any Appendix to this Agreement:

1. Making material misrepresentations, either in the Appendixes and documents or in any other material provision or condition relied upon in the making of this Agreement.

2. As to each Appendix, failure to provide services or payment called for by this Agreement within the time specified herein or any extension thereof.

3. Failure to perform any other material provision of this Agreement.

4. Failure to diligently administer the work so as to endanger performance of the terms of this Agreement.

D. Notice of Default. Either party may terminate this Agreement or any Appendix for cause by giving 30 days written notice of its intent to the party in default unless a different procedure or effective date is provided within the specific article, paragraph or Appendix of this Agreement under which the default, failure or termination occurs. Said notice shall specify the circumstances warranting termination of this Agreement or specified Appendix.

E. Failure to Cure. If a party fails to cure the specified conditions of default as described by the notice given under the above paragraph within the 30 days, or such additional time to cure as may be authorized by the party giving notice, then this Agreement, or a specific Appendix may be terminated by written notice.

F. Service of Notice of Termination. Notice of Termination of this Agreement or an Appendix shall be made by certified mail or personal delivery to the authorized representative of the other party. Notice of Termination is deemed effective upon mailing or delivery to the address of the other party as stated in Section 8.1.

G. Duties of Party Receiving Notice upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the party receiving the Notice of Termination shall:

1. Discontinue providing services under this Agreement or, if applicable, the specified Appendix, on the date and to the extent specified in the Notice of Termination.

2. Cancel all orders and subcontracts to the extent that they relate to the performance of services canceled by the Notice of Termination.

3. Complete performance of such services that were not canceled by the Notice of Termination.

4. Return all property of the non-defaulting party within seven days to the extent that such property relates to the performance of services canceled by the Notice of Termination.
5. Submit an invoice for the performance of services completed prior to the Notice of Termination, if applicable, within 30 days of the date of the Notice of Termination.

6. Maintain all records relating to the performance of this Agreement or applicable Appendix as may be required by the Agreement or State law.

H. Duties of Party Sending Notice upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the party sending the Notice of Termination:

1. Shall, within 30 days of the receipt of invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement or applicable Appendix.

2. Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized in writing.

ARTICLE 5
SCOPE OF SERVICES

To better clarify if the COUNTY or SWCD is the provider or recipient of services from the other as authorized by this Agreement, services to be provided by the COUNTY to the SWCD are designated as Appendix 1, 2, 3, and so on and are attached to and incorporated into this Agreement; and services to be provided by the SWCD to the COUNTY are designated as Appendix A, B, C, and so on and are attached to and incorporated into this Agreement, with the exception of Appendix D which pertains to the flow of fee-for-services agreements in both directions. If there is a conflict in the terms of this Agreement and any of the Appendices attached to this Agreement, the terms of this Agreement shall govern. In addition to the services identified in the Appendices, an estimated annual Workplan budget is attached to and made a part of this Agreement as Attachment No. 1, and may be updated annually by agreement of the parties. The parties agree to mutually provide the services outlined in the program areas referenced in Attachment 1 in addition to the services described in the Appendices. In the event a program or service set forth in an Appendix to this Agreement or in the Workplan, Attachment No. 1 is not funded during a given annual budget process, it is the intent of the parties that lack of funding in a given calendar year will not prevent recommencement of services upon the availability of funding in subsequent calendar years during the term of this Agreement.

In addition to the authorization to provide and receive services pursuant to the Appendices referenced above, the COUNTY and SWCD may enter into one or more separate agreements to provide services for a specific project on a Fee-for-Service basis when funds for additional services are allocated through the annual budget process. Through this Agreement, the County Board authorizes the County Manager, Deputy County Manager, Physical Development Division Director or a COUNTY department director with delegated contract signature authority from the County Manager to execute such agreements, which shall be effective and bind the COUNTY without additional County Board review or approval. Likewise, through this Agreement, the SWCD Board authorizes the District Manager to execute such agreements, which shall be effective and bind the SWCD without additional SWCD Board review and approval.

When the COUNTY provides funds to the SWCD to financially support a project, but is not participating by providing direction or services required to complete project, the County Board authorizes the, County Manager, Deputy County Manager, Physical Development Division Director or a COUNTY department director with delegated contract signature authority from the County Manager to execute such agreements, which shall be effective and bind the COUNTY without additional County Board review or approval.

5.1 COUNTY SERVICES TO THE SWCD. In accordance with Minn. Stat. § 471.59, other applicable law, and the terms of this Agreement the COUNTY will provide the SWCD with the services described in Appendixes 1 through 6, which are attached hereto and incorporated herein:

Appendix 1  COUNTY Provision of Insurance Coverage to the SWCD
Appendix 2  COUNTY Provision of Facility Use, Maintenance, and Utilities to the SWCD
Appendix 3  COUNTY Provision of Information Technology Services to the SWCD
Appendix 4  COUNTY Provision of Human Resource Services to the SWCD
Appendix 5  COUNTY Provision of Procurement Services to the SWCD
Appendix 6 COUNTY Provision of Fleet Management Services to the SWCD

In General. The COUNTY and the SWCD have a common interest in reducing overhead costs of the SWCD for the implementation of soil and water conservation programs in Dakota County and at this time there are certain services that are available to county departments that can be offered to the SWCD. The parties agree and understand that the availability of such services is subject to county department needs and resources in the future. Services provided will be in accordance with the terms set out in Appendixes 1 through 6.

5.2 SWCD SERVICES TO THE COUNTY. In accordance with Minn. Stat. § 471.59, other applicable law, the terms of this Agreement and, if applicable, grant requirements, the SWCD will provide to the COUNTY services described in Appendix A through D, which are attached hereto and incorporated herein:

- Appendix A SWCD Provision of Agricultural Inspection Services to the COUNTY
- Appendix B SWCD Provision of Wetland Conservation Act (WCA) Services to the COUNTY
- Appendix C SWCD Provision of Services Related to Conservation Fee Collection and Distribution for Eligible Projects
- Appendix D SWCD Provision of Services to the COUNTY on a Fee-for-Service Basis and COUNTY Provision of Services to the SWCD on a Fee-for-Services Basis

In General. The COUNTY and the SWCD have a common interest in the implementation of the above-referenced programs, which are anticipated to be ongoing programs where the SWCD will be providing services to the COUNTY. Services provided shall be in accordance with the scope of services set out in Appendixes A through D. Services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD’S profession currently practicing under similar conditions.

ARTICLE 6
PAYMENT FOR SERVICES

Funding for services described in Appendixes A through D are covered by the SWCD’S levy funds from the COUNTY, applicable grant funds or other State appropriations when available. Funding for services described in Appendix D will be provided at an hourly rate as provided under the terms of the agreement for services executed by the parties for each additional COUNTY or SWCD project. The services and payment for services provided by the parties to each other are set forth in the Appendixes and Workplan attached and incorporated into this Agreement.

ARTICLE 7
REPRESENTATION BY THE DAKOTA COUNTY ATTORNEY’S OFFICE

The County Attorney has statutory obligations to represent the COUNTY and the COUNTY Board, pursuant to Minnesota Statutes Chapter 388, as well as, legal obligations imposed by various provisions of state statute. One such statute provides the SWCD Board may call upon the County Attorney for necessary legal counsel, advice and services (Minn. Stat. § 103C.321, Subd. 4). In the event the County Attorney determines that a conflict of interest would exist if the County Attorney represents both the COUNTY and the SWCD on a specific matter, the County Attorney will so inform the Authorized Representative of the parties. In the event the County Attorney determines a conflict exists, the conflict of interest procedures of the Dakota County Attorney will be followed and the SWCD will obtain independent legal counsel to represent the SWCD in the matter where the conflict of interest exists. The parties agree that there is no conflict of interest for the County Attorney’s Office to represent both the COUNTY and the SWCD in preparation and execution of this Agreement. Requests for legal services made by the SWCD Board will be handled on the same priority basis as that of the COUNTY.
ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS

8.1 Authorized Representatives. The persons occupying the positions stated below 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 and subcontracts, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing board. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in an amendment of this Agreement:

TO THE COUNTY: Steven C. Mielke or successor, Director
Dakota County Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: 952-891-7007

TO THE SWCD: Brian Watson or successor, District Manager
Dakota County Soil and Water Conservation District
4100 220th St W STE 102
Farmington MN 55024
651-480-7778

In addition, notification to the COUNTY and SWCD regarding termination of this Agreement by the other party shall be provided to the office of the Dakota County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

8.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to implement services, ensure compliance and provide ongoing consultation, a liaison for each party is designated in the respective Appendixes to this Agreement.

ARTICLE 9
AMENDMENTS

9.1 Amendment Required. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement, approved by the parties respective Boards by resolution and signed by the individual authorized to bind each party.

9.2 Amendment Not Required. An amount of funds available for a given scope of services under this Agreement or any Appendix to this Agreement shall be modified without any formal action by the parties to be consistent with the amount approved by the County Board for the applicable calendar year through either the annual budget process or other resolution, the amount of grant funds available under applicable grant agreements, and the fee-for-service rates approved by the SWCD Board of Supervisors.

ARTICLE 10
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 11
REPLACES PRIOR AGREEMENT

This Agreement replaces the Joint Powers Agreement executed by the COUNTY and SWCD for the calendar years 2014 through 2018, including the Appendixes attached to the 2014 joint powers agreement.
ARTICLE 12
ANNUAL FUNDING AND ANNUAL REPORT

Minn. Stat. §103C.331, Subd. 16 provides the statutory basis upon which the SWCD’S annual budget is determined:

The district board shall annually present a budget consisting of an itemized statement of district expenses for the ensuing calendar year to the boards of county commissioners of the counties in which the district is located. The county boards may levy an annual tax on all taxable real property in the district for the amount that the boards determine is necessary to meet the requirements of the district. The amount levied shall be collected and distributed to the district as prescribed by chapter 276. The amount may be spent by the district board for a district purpose authorized by law.

At the time this Agreement is executed, the County Board does not levy an annual tax to cover SWCD annual expenses, but rather the parties agree that the County Board and the SWCD Board of Supervisors will annually determine the amount of funding that is necessary to meet the requirements of the SWCD through the COUNTY’S annual budget process. The SWCD agrees to participate in the COUNTY’S annual budget process similar to COUNTY departments and will report in a manner determined by the parties at least annually to the County Board to summarize the prior year’s activities and the SWCD’S proposed activities for the upcoming year. Nothing in this Agreement commits the COUNTY to a specific funding level for SWCD activities through the use of the COUNTY’S levy funds and the COUNTY may, at its sole discretion, levy an annual tax as authorized by Minn. Stat. § 103C.331, Subd. 16, in which case the procedures provided in Minn. Stat. § 103C.331, Subd. 16 will govern the annual budget process for the SWCD.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By ______________________________
Laura Zanmiller, Chair
Dakota County Soil and Water Conservation District Board of Supervisors
Date of Signature: _____________________

Attest ______________________________
Brian Watson
SWCD Manager
Date of Signature____________________

Approved by SWCD
Board of Supervisors Resolution No.

APPROVAL AS TO FORM

__________________________________
Assistant County Attorney Date

COUNTY OF DAKOTA

By ________________________________
Kathleen Gaylord, Chair
Dakota County Board of Commissioners
Date of Signature: ____________________

Attest ____________________________________
Clerk to the Board
Date of Signature______________________

APPROVAL AS TO FORM

__________________________________
Assistant County Attorney Date

KS18-73 County SWCD Services JPA 11-15-18 (Final)
SCOPE OF SERVICES
COUNTY PROVISION OF INSURANCE COVERAGE TO THE SWCD

TERM. Notwithstanding the signatures of the parties to the Agreement to which this Appendix is attached and incorporated, services provided to the SWCD by the COUNTY as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES: The SWCD has made a request to the COUNTY to provide certain insurance coverage to the SWCD and the COUNTY agrees to include the SWCD under the COUNTY’S insurance coverage as set forth below and as required by Minn. Stat. § 103C.331, Subd. 18. Such insurance coverage by the COUNTY enables the SWCD to use financial resources, which it would otherwise pay to purchase insurance coverage, directly for soil and water conservation programming within Dakota County.

SCOPE OF SERVICES AND PAYMENT TERMS.

A. COUNTY AND SWCD OBLIGATIONS. The COUNTY agrees to provide the following insurance coverage to the SWCD:

1. General Liability Insurance. The COUNTY is self-insured for purposes of tort liability and the COUNTY agrees to include SWCD employees, officers of the SWCD Board of Supervisors, SWCD agents, and SWCD volunteers among those covered by the Dakota County Tort and Professional Liability Employee Indemnification Plan (Policy 3440), and the SWCD agrees to the following:

   a. Notification of Claims. The SWCD agrees to comply with the requirements of the COUNTY Tort and Professional Liability Indemnification Plan, including but not limited to, informing the Dakota County Attorney’s Office and the Dakota County Manager of all claims and lawsuits brought against the SWCD Board of Supervisors or SWCD employees and immediately tendering the defense of such actions to the COUNTY.

   b. Physical Development Division’s Safety Committee. The SWCD agrees to participate in the Dakota County Physical Development Division’s Safety Committee consistent with COUNTY policy and procedures for participation by COUNTY departments.

   c. Worker Safety Training and Educational Programs. The SWCD agrees its employees will participate in worker safety training and educational programs offered by the COUNTY consistent with COUNTY policies for attendance by COUNTY employees.

   d. Safety Equipment and Safety Gear. The SWCD agrees to provide its employees with appropriate safety equipment and safety gear and the training, if any, to use such equipment and gear. When permitted by law and the terms of COUNTY contracts and programs, the COUNTY will inform the SWCD of the availability of safety equipment and safety gear at prices available to the COUNTY, in which case the SWCD may purchase the same following COUNTY procurement policy.

   e. Notice. The SWCD at any time may give the COUNTY written notice that it no longer requests inclusion in the County Tort and Professional Liability Indemnification Plan. The COUNTY will give the SWCD reasonable notice of any changes in insurance coverage as it relates to the SWCD.

2. Motor Vehicles, Equipment and Building Contents Insurance Policies. The COUNTY agrees to include the SWCD as an additional insured under the COUNTY’S insurance coverage for motor vehicles, equipment and building contents so long as the COUNTY purchases insurance for COUNTY motor vehicles, equipment and building contents, and based upon the following conditions:

   a. SWCD Identification of Motor Vehicles, Equipment and Building Contents. The SWCD shall cooperate with the COUNTY to identify the motor vehicles, equipment and building contents that are to be covered under insurance policies purchased by the COUNTY. Upon reasonable notice, the SWCD shall allow the Dakota County Risk Manager or his/her agent to inspect the SWCD’S motor vehicles and business premises.
b. **COUNTY Notice to SWCD of Changes to Policies.** The COUNTY agrees to give the SWCD reasonable notice prior to the effective date of policy cancellation, non-renewal, or material adverse change in coverage terms.

c. **SWCD Withdrawal of Request.** The SWCD at any time may give the COUNTY written notice of a specific date by which the SWCD no longer requests to be included as an additional insured under the COUNTY’S insurance coverage for motor vehicles, equipment and building contents. The SWCD understands upon receipt of such written request the COUNTY will notify the insurance company of the same.

B. **LIMITATIONS ON INSURANCE AND INDEMNIFICATION COVERAGE.** The SWCD agrees that the COUNTY is not responsible for any losses, claims or liabilities incurred by the SWCD that are outside the coverage of the Dakota County Tort and Professional Liability Indemnification Plan, or the coverage provided by insurance policies under which the SWCD is named as an additional insured, or when COUNTY indemnifications of SWCD losses and liabilities is inconsistent with law. It is the responsibility of the SWCD to review the insurance policies purchased by the COUNTY and the scope of the Dakota County Tort and Professional Liability Indemnification Plan to determine whether the SWCD should purchase additional insurance for its potential losses and liabilities that are not covered by the COUNTY’S insurance or the Dakota County Tort and Professional Liability Indemnification Plan.

C. **NOTICE.** Notice of Termination of this Appendix must be given in accordance with Section 4.9 of the Agreement.

D. **PAYMENT TERMS.** The parties agree that the COUNTY will provide the insurance coverage provided herein at no charge to the SWCD.

E. **LIAISONS.** To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

**LIAISON FOR COUNTY:**
BJ Battig or successor, Risk Manager  
Dakota County Office of Risk Management  
1590 Highway 55  
Hastings, MN 55033  
Phone: 651-438-4532  
Fax: 651-438-8455  
bj.battig@co.dakota.mn.us; www.co.dakota.mn.us

**LIAISON FOR SWCD:**
Brian Watson or successor, District Manager  
Dakota County Soil and Water Conservation District  
Dakota County Extension and Conservation Center  
4100 220th Street West, Suite 102  
Farmington, MN 55024  
Phone: (651) 480-7778  
Fax: (651) 480-7775  
brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
TERM. Notwithstanding the signatures of the parties to the Agreement to which this Appendix is attached and incorporated, services provided to the SWCD by the COUNTY as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES. The COUNTY has office space currently available for use by the SWCD that enables the SWCD to use financial resources, which would otherwise pay for the SWCD’S office space, directly for soil and water conservation programming within Dakota County.

SCOPE OF SERVICES AND PAYMENT TERMS.

A. COUNTY OBLIGATIONS. The COUNTY agrees to provide the SWCD with COUNTY facility office space, maintenance services and utilities at the Dakota County Extension and Conservation Center located at 4100 220th Street West, Suite 102, Farmington, Minnesota. Such COUNTY facility use includes office space, storage space, and equipment storage space. The COUNTY agrees to maintain the County facility space used by the SWCD consistent with the standards of maintenance for other COUNTY buildings.

B. SWCD OBLIGATIONS. The SWCD agrees to follow all Dakota County procedures and policies that must be followed by COUNTY departments with regard to use of COUNTY facility space, including but not limited to, abiding by the County’s established security rules, procedures and practices. The SWCD is responsible for purchase of office furniture, storage files and computer equipment to maintain standards equal to other COUNTY building facilities. The parties agree that all building contents purchased by the SWCD that are stored or placed on COUNTY property remain the sole property of the SWCD.

C. NOTICE. Notice of Termination will be given in accordance with Section 4.9 of the Agreement. The COUNTY agrees to give the SWCD 12-months written notice of the date on which the COUNTY can no longer provide the SWCD use of COUNTY facility space and upon such date the SWCD agrees to vacate such COUNTY facility space. In turn, the SWCD agrees to give the COUNTY 12-months written notice of its intent to vacate such COUNTY facility office space. The parties will give each other 6 months written notice of any substantial changes to the provision of facility space, maintenance and utilities.

D. PAYMENT TERMS. The parties agree that the COUNTY will provide facility use, maintenance services, and utilities to the SWCD at no charge to the SWCD until such time written notice is provided by either party in accordance with this Agreement. In the event the COUNTY, at its sole discretion, decides to charge the SWCD rent for continued COUNTY facility use, the COUNTY will give the SWCD reasonable notice and, if appropriate negotiate rental terms for continued occupancy. In such case the scope of services provided herein shall automatically terminate upon execution of a lease agreement between the parties.

E. LIAISONS. To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

LIAISON FOR COUNTY: Taud Hoopingarner or successor, Director
Parks, Facilities, and Fleet Management Department
14955 Galaxie Avenue
Apple Valley, Minnesota 55124
Phone: (952) 891-7004
Fax: (952) 891-7031
taud.hoopingarner@co.dakota.mn.us; www.co.dakota.mn.us
LIAISON FOR SWCD: Brian Watson or successor, District Manager
Dakota County Soil and Water Conservation District
Dakota County Extension and Conservation Center
4100 220th Street West, Suite 102
Farmington, MN 55024
Phone: (651) 480-7778
Fax: (651) 480-7775
brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
TERM. Notwithstanding the signatures of the parties to the Agreement to which this Appendix is attached and incorporated, services provided to the SWCD by the COUNTY as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES. The COUNTY currently provides the SWCD with a variety of information technology (IT) services at the Dakota County Extension and Conservation Center, including telecommunications and network connectivity, which enables more efficient cooperation between staff and allows the SWCD to use its current funding directly for soil and water conservation programming within Dakota County and reduce its administrative costs.

SCOPE OF SERVICES AND PAYMENT TERMS.

A. COUNTY OBLIGATIONS.

1. Standard IT Services. The COUNTY agrees to provide the SWCD with the same IT services offered to the COUNTY’s internal customers as defined in the COUNTY’s Countywide IT Service Level Agreement, following the specifications, and with the exception noted herein. The COUNTY has sole discretion in determining the level of COUNTY data services to the SWCD. Providing COUNTY IT services to SWCD through SWCD employees, when appropriate, will be considered by the COUNTY based on the SWCD employees’ skills and whether the goal of reducing travel to the SWCD office by COUNTY staff located elsewhere is being accomplished. The COUNTY reserves the right to increase or decrease IT service levels provided by the COUNTY based on the economies of serving this remote site and the total number of COUNTY staff supported.

2. Network Connectivity. The COUNTY agrees to provide the SWCD with connectivity to the COUNTY’S data network from within the Dakota County Extension and Conservation Center, 4100 220th Street West, Suite 102, Farmington, MN 55024.

3. Help and Customer Support. The COUNTY agrees to provide the SWCD with IT Help Desk services and service levels offered within the COUNTY’S Countywide IT Service Level Agreement.

4. Desktop Support. The COUNTY agrees to provide the SWCD with desktop support services on the COUNTY-owned and managed computer hardware and software, as defined in the COUNTY’S Countywide IT Service Level Agreement.

5. Electronic Communications. The COUNTY agrees to provide the SWCD with electronic communications services, including telephones, unified communications, email and so forth, as defined in the COUNTY’S Countywide IT Service Level Agreement, with the Dakota County Extension and Conservation Center, 4100 20th Street West, Suite 102, Farmington, MN 55024.

B. SWCD OBLIGATIONS.

1. Follow County Procedures and Policies. The SWCD agrees to follow all Dakota County procedures and policies as those followed by COUNTY departments with regard to its use of the IT services provided by the COUNTY, including but not limited to abiding by the COUNTY’S established security rules, procedures and practices.

2. Technology Costs. The SWCD agrees it is solely responsible for the costs associated with the purchase and maintenance of all end-user computing equipment, including computers, printers and other supplies.

C. NOTICE. Notice of Termination will be given in accordance with Section 4.9 of the Agreement. The COUNTY agrees to give the SWCD 90 days written notice of the date on which the COUNTY can no longer provide the SWCD with IT services to allow the SWCD sufficient time to arrange for its own telephone, network, technology and data services. In turn, the SWCD agrees to give the COUNTY 90 days written notice of its intent to no longer
use the IT services provided by the COUNTY. The parties will give each other 90 days written notice of any substantial changes to the provision of IT services under this Appendix.

D. PAYMENT TERMS. The SWCD agrees to reimburse the COUNTY for the costs of any IT services defined in the COUNTY’s Countywide IT Service Level Agreement which typically incur a customer charge-back (e.g., new network cabling connections within an office area, software licensing, advanced telephone features).

E. LIAISONS. To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

LIAISON FOR COUNTY:

Dave Miland or successor, IT Infrastructure Manager:
(651) 438-4394
david.miland@co.dakota.mn.us

Notice as required under this Appendix shall be directed to:

Dan Cater, or successor, Information Technology Director
Dakota County Information Technology
1590 Hwy 55
Hastings MN 55033
Telephone: (651) 438-4368
Fax: 652-438-8332
dan.cater@co.dakota.mn.us; www.co.dakota.mn.us

LIAISON FOR SWCD:

Brian Watson or successor, District Manager
Dakota County Soil and Water Conservation District
Dakota County Extension and Conservation Center
4100 220th Street West, Suite 102
Farmington, MN 55024
Phone: (651) 480-7778
Fax: (651) 480-7775
brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
APPENDIX 4
SCOPE OF SERVICES
COUNTY PROVISION OF HUMAN RESOURCE SERVICES TO THE SWCD

TERM. Notwithstanding the signatures of the parties to the Agreement to which this Appendix is attached and incorporated, services provided to the SWCD by the COUNTY as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES. The COUNTY has technical expertise in providing human resource services through its Employee Relations Department and agrees to provide technical assistance and services to the SWCD as set forth below.

SCOPE OF SERVICES AND PAYMENT TERMS.

A. STATUS OF SWCD EMPLOYEES. Any and all persons who are hired by the SWCD, including those hired by using the assistance of the COUNTY Employee Relations Department are and shall remain employees of the SWCD. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the COUNTY and SWCD employees.

B. COUNTY OBLIGATIONS. The COUNTY agrees to provide human resources services to the SWCD as follows:

1. Employee Recruitment and Selection Assistance. The COUNTY Employee Relations Department will assist in the employee recruitment and selection process of SWCD job vacancies for permanent employees and, when requested by the SWCD, will also assist in the employee recruitment and selection process of SWCD job vacancies for limited term and temporary employees. Upon request, the COUNTY will give the SWCD an estimated date within which such services can be provided. If the timeline is too long for SWCD purposes, the SWCD will inform the COUNTY that it is withdrawing its request for such assistance. The COUNTY Employee Relations Department will provide background investigation and drug testing services in accordance with County policies.

2. COUNTY Professional Development and Employee Training Programs. SWCD employees may participate in COUNTY professional development and employee training programs that are offered or provided to COUNTY employees and it is the intent of the parties that SWCD employees shall attend employee training programs that have the purpose of reducing potential liability of the COUNTY.

3. Management Consultation. The COUNTY Employee Relations Department agrees to provide assistance and advise SWCD supervisors in addressing discipline issues and to develop discipline materials. The COUNTY agrees to provide assistance to the SWCD in reviewing grievances filed by SWCD employees and to provide the SWCD dispute resolution mechanisms, as time permits, upon the request of the SWCD and approval of the Employee Relations Director.

4. Employee and Payroll Benefits Plan. The SWCD does not participate in the COUNTY’S employee payroll and benefits plan. In the event the SWCD requests to participate in the COUNTY’S payroll and employee benefits plan in the future, the SWCD understands that such participation may be conditioned on the following factors: the extent participation is permitted by law; participation by all SWCD staff, and, in the event participation in the benefits plan only is requested, COUNTY provision of employee payroll services to the SWCD.

5. Employee Performance Evaluation System Design, Training and Software. Upon request by the SWCD, the COUNTY agrees to provide SWCD employees and managers with assistance in developing performance objectives for all applicable positions and enabling SWCD employee use of all COUNTY customized and licensed performance management software.

6. Compensation Management. When requested by the SWCD, the COUNTY agrees to assist in the administration of SWCD total compensation management when the Employee Relations Director approves such assistance. In such case, the COUNTY will make available compensation structure, policy, job evaluation, merit matrixes and indirect compensation plans and consult with the SWCD regarding applicability to SWCD compensation resources and strategic compensation goals.
C. **SWCD OBLIGATIONS.** The SWCD will work with the COUNTY’S Employee Relations Department, County Risk Manager, and County Attorney’s Office to make sure the SWCD’S employee policy and procedure handbook is consistent with applicable provisions of the COUNTY’S employee policy and procedure handbook to the extent the services provided by the COUNTY are used by the SWCD under the terms of this Appendix. Any changes in personnel policy, procedures, work rights and obligations shall be communicated in writing to the Dakota County Employee Relations Department for their review at least 30 days prior to giving notice of such changes to SWCD employees.

D. **NOTICE.** Notice of Termination will be given in accordance with Section 4.9 of the Agreement. The COUNTY agrees to give the SWCD 90 days written notice of the date on which the COUNTY can no longer provide the SWCD human resources services to allow the SWCD sufficient time to arrange for its own human resources services. In turn, the SWCD agrees to give the COUNTY 90 days written notice of its intent to no longer use COUNTY human resources services. The parties will give each other 90 days written notice of any substantial changes to the provision of human resources services under this Appendix.

E. **PAYMENT TERMS.** The parties agree that the COUNTY will provide human resource services through its Employee Relations Department as provided above to the SWCD at no charge to the SWCD except the SWCD agrees: (1) to reimburse the COUNTY for any direct costs incurred for services provided by the Dakota County Employee Relations Department of the type that are typically billed back to COUNTY departments; and (2) agrees to reimburse the COUNTY for the publication costs for employee recruitment when the publication is solely for the purpose of hiring SWCD employees.

F. **LIAISONS.** To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

**LIAISON FOR COUNTY:** Andrew Benish or successor, Director of Employee Relations
Dakota County Employee Relations Department
1590 Highway 55
Hastings, MN 55033
Phone: (651) 438-4382
Fax: (651)-438-8178
andy.benish@co.dakota.mn.us; www.co.dakota.mn.us

**LIAISON FOR SWCD:** Brian Watson or successor, District Manager
Dakota County Soil and Water Conservation District
Dakota County Extension and Conservation Center
4100 220th Street West, Suite 102
Farmington, MN 55024
Phone: (651) 480-7778
Fax: (651) 480-7775
brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
APPENDIX 5
SCOPE OF SERVICES
COUNTY PROVISION OF PROCUREMENT SERVICES TO THE SWCD

TERM. Notwithstanding the signatures of the parties to the Agreement to which this Appendix is attached and incorporated, services provided to the SWCD by the COUNTY as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES: For the COUNTY to assist the SWCD in procuring certain items at the cost available to the COUNTY when permitted by COUNTY contracts or programs.

SCOPE OF SERVICES AND PAYMENT TERMS:

A. COUNTY AND SWCD OBLIGATIONS. When permitted by law and the terms of existence of COUNTY contracts or programs, the COUNTY Procurement Department will inform the SWCD of the existence of COUNTY contracts or programs under which the SWCD can purchase field gear, computers, computer software and motor vehicles at prices available to the COUNTY.

B. LIMITATIONS ON SWCD ACCESS TO COUNTY PROCUREMENT SERVICES. Notwithstanding Section A. above, the SWCD agrees and understands that the provision of procurement services to the SWCD is at the sole discretion of the COUNTY, and may not be provided if, in the COUNTY’S sole discretion, it is not able to do so.

C. NOTICE. Notice of Termination will be given in accordance with Section 4.9 of the Agreement. The COUNTY agrees to give the SWCD 14 days written notice of the date on which the COUNTY can no longer provide procurement services or assistance to the SWCD.

D. PAYMENT TERMS. The COUNTY agrees to provide the SWCD the services provided in this Appendix at no charge to the SWCD.

E. LIAISONS. To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

LIAISON FOR COUNTY: Peter Skwira or successor, Director
Financial Services
1590 Highway 55
Hastings, MN 55033
Phone: (651) 438-8318
Fax: (651)-438-4405
Peter.Skwira@co.dakota.mn.us; www.co.dakota.mn.us

LIAISON FOR SWCD: Brian Watson or successor, District Manager
Dakota County Soil and Water Conservation District
Dakota County Extension and Conservation Center
4100 220th Street West, Suite 102
Farmington, MN 55024
Phone: (651) 480-7778
Fax: (651) 480-7775
brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
APPENDIX 6
SCOPE OF SERVICES
COUNTY PROVISION OF FLEET MANAGEMENT SERVICES TO THE SWCD

TERM. Notwithstanding the signatures of the parties to the Agreement to which this Appendix is attached and incorporated, services provided to the SWCD by the COUNTY as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES. The purpose of this Appendix is to set out the terms and conditions for the SWCD’s access to COUNTY Fleet Management Services to help reduce the SWCD’s costs without increasing costs to the COUNTY.

SCOPE OF SERVICES AND PAYMENT TERMS.

A. SCOPE OF SERVICES AND PAYMENT TERMS.

1. In General. The COUNTY will allow the SWCD to participate in components of the COUNTY’S Fleet Management Program, including:
   - Purchase of vehicles
   - Maintenance of vehicles
   - Tracking of SWCD vehicles and equipment on Fleet Management Software
   - Emergency roadside assistance
   - Access to “general pool vehicles and equipment”
   - Fueling of vehicles
   - Installation of vehicle safety and emblem features on vehicles
   - Storage of SWCD equipment, subject to availability of space.
   - Participation in Fleet Telematics (Automatic Vehicle Location) Program

2. COUNTY EQUIPMENT, VEHICLES, SERVICES AND PAYMENTS. If requested by the SWCD, COUNTY Fleet Management will provide the following services to the SWCD:
   a. Vehicle Repair and Maintenance. Both scheduled preventative and emergency repairs will be charged out at the COUNTY’s annual hourly rates established by the Dakota County Board of Commissioners, parts, lubricants and shop supplies will be billed at cost plus 7% administrative overhead.
   b. Fuel Stations. Fuel cards and keys will be provided for SWCD to access county fueling stations and take advantage of any fuel discounts that the COUNTY negotiates with retail vendors. Fuel costs will be charged back to the SWCD at cost plus 7% administrative overhead.
   c. Vehicle & Equipment Pool. COUNTY pooled vehicles and equipment will be made available to SWCD staff properly licensed and trained on the vehicle’s and equipment’s operation. SWCD staff will track odometer or hour meter and Fleet will charge the SWCD for fuel cost plus 7% administrative overhead for use of COUNTY vehicles and equipment.
   d. Loaner Vehicles. Loaner vehicles will be made available to SWCD staff, at no cost to the SWCD except for fuel costs, when one of their vehicles is being repaired.
   e. Fleet Telematics Program: SWCD may participate in the County’s fleet telematics program including installation of tracking devices, reporting functions and staff training. Tracking device costs, installation costs, and monthly costs will be subject to the current agreement the County has with the telematics vendor. The monthly service fee at cost plus a $4 per unit, per month administrative overhead. All other parts and labor costs will follow the schedule under Vehicle Repair and Maintenance.
   f. Management Reports. Management reports regarding the SWCD’s vehicle repair, maintenance, condition, and performance will be provided to the SWCD on a schedule agreed to by both parties.
   g. Billing. Fleet Management will bill the SWCD for services on a monthly or quarterly basis.
   h. Policies and Procedures. SWCD staff will follow all COUNTY policies and procedures for use of Fleet vehicles, equipment, and fueling stations.
i. **Report Damage.** SWCD staff will immediately report any damage or mechanical problems with SWCD and Fleet vehicles or equipment to Fleet Management and complete any accident reports required for COUNTY Risk Management.

j. **Accidents.** SWCD staff accidents will be reviewed by the Physical Development Safety Committee for determination of preventability and follow up actions.

3. **SWCD EQUIPMENT.** The SWCD’s equipment will be included in COUNTY “pooled” equipment for use by other COUNTY departments when not being used by SWCD at no cost to the COUNTY, except fuel costs. COUNTY staff must be properly licensed and trained on the SWCD equipment's operation. COUNTY staff will immediately report any damage or mechanical problems with SWCD equipment to Fleet Management and complete any accident reports required for COUNTY Risk Management, with a copy to SWCD’s District Manager. COUNTY staff accidents with SWCD equipment will be reviewed by the Physical Development Safety Committee for determination of preventability and follow up actions.

B. **NOTICE.** Notice of Termination will be given in accordance with Section 4.9 of the Agreement. Either party of this agreement may terminate the Fleet Management Services part of this agreement without cause upon 18 months written notice.

C. **LIAISONS.** To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

**LIAISON FOR COUNTY:**
Taud Hoopingarner or successor, Director
Parks, Facilities, and Fleet Management Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Phone: (952) 891-7004
Fax: (952)-891-7031
taud.hoopingarner@co.dakota.mn.us; www.co.dakota.mn.us

**LIAISON FOR SWCD:**
Brian Watson or successor, SWCD Manager
Dakota County Soil and Water Conservation SWCD
Dakota County Extension and Conservation Center
4100 220th Street West, Suite 102
Farmington, MN 55024
Phone: (651) 480-7778
Fax: (651) 480-7775
brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
APPENDIX A
SCOPE OF SERVICES
SWCD PROVISION OF COUNTY AGRICULTURAL INSPECTOR SERVICES TO THE COUNTY

TERM. Notwithstanding the terms of the joint powers agreement to which this Appendix is attached and incorporated, services provided to the COUNTY by the SWCD as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES. By resolution of the Dakota County Board of Commissioners, employees of the SWCD are appointed county agricultural inspectors. Designated SWCD employees meet the qualifications for county agricultural inspectors required by the State of Minnesota Commissioner of Agriculture. The purpose of this Appendix is to establish the priorities of the county agricultural inspectors when performing the functions and duties assigned by the County Board on behalf of the COUNTY, in accordance with Minn. Stat. §§ 18.75 to 18.91 (Minnesota Noxious Weed Law) and administrative rules governing agricultural inspectors, Minn. Rules 1505.0751 through 1505.0758.

DESCRIPTION OF SERVICES AND PAYMENT TERMS:

A. COUNTY OBLIGATIONS.

1. The County Board has appointed one or more SWCD employees that meet the qualifications prescribed by Minnesota laws as county agricultural inspectors.

2. The COUNTY Director of the Physical Development Division will give notice of the appointment to the commissioner of agriculture within ten days of the appointment.

3. The County Board has established a committee to hear appeals by an individual appealing an order for control or eradication of noxious weeds as provided under Minn. Stat. § 18.83 (Resolution No. 96-488).

4. The County Board will hear appeals by an individual appealing the cost of noxious weed control as provided under Minn. Stat. § 18.84.

5. The COUNTY will notify the SWCD in writing of inquiries the COUNTY receives related to the duties of the county agricultural inspector.

6. The COUNTY will provide all relevant data, forms, and information currently available in COUNTY datasets, including GIS parcel data, which would aid the SWCD in the performing county agricultural inspector duties.

B. COUNTY AGRICULTURAL INSPECTOR OBLIGATIONS.

1. The SWCD will inform the COUNTY as soon as possible in the event a SWCD employee appointed as county agricultural inspector is not available to perform the duties of that position.

2. SWCD understands that employees appointed to serve as a county agricultural inspector remain employees of the SWCD.

3. The county agricultural inspectors will:

   a. Publish on or before May 15 of each year, a general notice for noxious weed control or eradication.

   b. If local weed inspectors fail to properly or timely perform their duties, the county agricultural inspector shall issue a notice to the local weed inspector providing instructions on how and when those duties shall be performed.

   c. Provide technical assistance to local weed inspectors as needed.

   d. Provide educational training for local weed inspectors as needed.
e. Provide proctoring services for the Commissioner of Agriculture’s pesticide and manure application certification program, whereby the state provides the test, the county agricultural inspector administers the test and transmits the test results to the Department of Agriculture for scoring and certification.

f. Other statutory duties as needed.

4. Materials, information, or data developed or collected by the SWCD while providing services under this Appendix are the property of the COUNTY. In the event services under this Appendix are terminated, the SWCD will provide all relevant materials, information, and data to the COUNTY.

C. NOTICE. Notice of Termination of this Appendix will be given in accordance with Section 4.9 of the joint powers agreement. The SWCD shall provide the COUNTY 90 day written notice of the date on which the SWCD can no longer provide the COUNTY with services under this Appendix to allow the COUNTY sufficient time to arrange for such services through alternative resources. The COUNTY shall provide the SWCD 90 day written notice of its intent to no longer use SWCD services under this Appendix. The parties will give each other 90 days written notice of any substantial changes to the provision services under this Appendix.

D. PAYMENT TERMS. The SWCD will perform the services identified under B.3 a, b and e set out in this Appendix as part of the levy funds received by the SWCD from the COUNTY. Services identified under Section B.3 c, d and f may be requested from the SWCD under Appendix D. If the SWCD informs the COUNTY that the amount allocated for county agricultural inspector services is inadequate to cover the costs to provide such services and the COUNTY requests continued services from the SWCD under this Appendix, the parties agree to bring this matter back to their respective Boards for consideration.

E. LIAISONS. To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

LIAISON FOR COUNTY: Georg Fischer or successor, Director
Environmental Resources
14955 Galaxie Avenue
Apple Valley MN 55124
Phone: 952-891-7554
Fax: 952-891-7588
georg.fischer@co.dakota.mn.us; www.co.dakota.mn.us

LIAISON FOR SWCD: Brian Watson or successor, SWCD Manager
Dakota County Soil and Water Conservation District
Dakota County Extension and Conservation Center
4100 220th Street West, Suite 102
Farmington, MN 55024
Phone: (651) 480-7778
Fax: (651) 480-7775
brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
APPENDIX B
SCOPE OF SERVICES
SWCD PROVISION OF WETLAND CONSERVATION ACT (WCA) SERVICES TO THE COUNTY

TERM. Notwithstanding the signatures of the parties to the joint powers agreement to which this Appendix is attached and incorporated, services provided to the COUNTY by the SWCD as of January 1, 2019 are subject to the terms provided herein.

WETLAND CONSERVATION ACT. Wetland protection and replacement is required under the Wetland Conservation Act (WCA) at Minn. Stat. §§ 103G.222 through 103G.2375. Minnesota law requires cities, townships, and soil and water conservation districts as local government units (LGUs) to implement WCA locally. Cities and townships also have certain requirements under WCA to permit projects within their jurisdiction. Under a 2007 joint powers agreement with the City of Eagan, the COUNTY has agreed to accept Eagan’s delegated WCA responsibilities within that portion of Lebanon Hills Regional Park (LHRP) located within the boundaries of Eagan.

PURPOSE OF SERVICES. The SWCD has statutory responsibilities under WCA and an interest in assisting the LGUs within Dakota County to comply with WCA. SWCD services provided to the COUNTY under this Appendix are services contemplated within the scope of the COUNTY’S grant requirements for the Minnesota Board of Water and Soil Resources Natural Resources Block Grant (BWSR Block Grant) grant funds and are covered by the grant funds transferred from the COUNTY to the SWCD for those purposes.

SWCD provision of services to the COUNTY on specific COUNTY projects to meet WCA requirements is not covered by this Appendix. The COUNTY, like other property owners, may request services from the SWCD under Appendix D of this Agreement to meet the COUNTY’S WCA obligations for specific COUNTY projects.

SCOPE OF SERVICES AND PAYMENT TERMS.

A. COUNTY OBLIGATIONS. The COUNTY agrees to:

1. Continue to apply for funding for WCA activities through the BWSR Natural Resources Block Grant (NRBG) process, which includes submitting grant applications, including contribution of matching funds or in-kind match required for any grant, to the state and accepting grant funding from the state for WCA purposes. The COUNTY will review and approve the State required NRBG annual reports and annual work plans prepared by the SWCD.

2. If available and time permits, seek additional grant funding for WCA activities through other state, federal or other sources.

3. Provide BWSR NRBG funds related to WCA to SWCD to perform the services described in this Appendix.

B. SWCD OBLIGATIONS. The SWCD agrees to provide the following services to the COUNTY with regard to administration of wetland management and conservation in Dakota County using NRBG funds.

1. The SWCD will prepare the State required annual reports and annual work plans. The SWCD will also enter the grant report and other required information into the State’s electronic reporting system.

2. The SWCD will serve as primary liaison between Dakota County citizens, LGUs, the COUNTY, and other officials related to the WCA and other Dakota County wetland protection programs.

3. The SWCD will inform COUNTY staff of activities of other agencies, new rules and procedures, and wetland activities within Dakota County.

4. The SWCD will provide services to the COUNTY to meet Eagan’s delegated WCA responsibilities within that portion of LHRP located within the boundaries of Eagan, which have been delegated to the COUNTY under a 2007 joint powers agreement.

5. The SWCD will provide and maintain a database of approved Dakota County Wetland Bank accounts that can be used to offset unavoidable wetland impacts for specific projects and provide oversight and recommendations as to the use of wetland bank credits for Dakota County purposes.
6. The SWCD will coordinate federal and state applications to generate new wetland bank accounts for Dakota County. Services outside of the scope of the NRBG funds may be requested from the SWCD under Appendix D.

C. NOTICE. Notice of Termination of this Appendix will be given in accordance with Section 4.9 of the Agreement. The SWCD agrees to give the COUNTY 90 day written notice of the date on which the SWCD can no longer provide the COUNTY with services under this Appendix to allow the COUNTY sufficient time to arrange for such services. In turn, the COUNTY agrees to give the SWCD 90 day written notice of its intent to no longer use SWCD services under this Appendix. The parties will give each other 90 day written notice of any substantial changes to the provision services under this Appendix.

D. PAYMENT TERMS. During the term of this Agreement, NRBG funds related to the WCA distributed to the COUNTY will be provided to the SWCD in accordance with the terms of the grant application. Services related to WCA not specifically covered by this Appendix may be provided by the SWCD to the COUNTY under Appendix D on a fee-for-service basis.

If insufficient or reduced grant funding is provided by the State in a given year or the SWCD informs the COUNTY that the amount allocated for the services is inadequate to cover the costs to provide such services and the COUNTY requests continued services from the SWCD under this Appendix, the parties agree to bring this matter back to their respective Boards for consideration.

E. LIAISONS. To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

LIAISON FOR COUNTY: Georg Fischer or successor, Director Environmental Resources
14955 Galaxie Avenue
Apple Valley MN 55124
Phone: 952-891-7554
Fax: 952-891-7588
georg.fischer@co.dakota.mn.us; www.co.dakota.mn.us

LIAISON FOR SWCD: Brian Watson or successor, District Manager Dakota County Soil and Water Conservation District Dakota County Extension and Conservation Center 4100 220th Street West, Suite 102 Farmington, MN 55024 Phone: (651) 480-7778 Fax: (651) 480-7775 brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
APPENDIX C
SCOPE OF SERVICES
CONSERVATION FEE COLLECTION AND ALLOCATION FOR ELIGIBLE PROJECTS

TERM. Notwithstanding the signatures of the parties to the joint powers agreement to which this Appendix is attached and incorporated, services provided to the COUNTY by the SWCD as of January 1, 2019 are subject to the terms provided herein.

PURPOSE OF SERVICES. The purpose of this Appendix is to provide a mechanism to encumber the Annual Conservation Fee Balance within the time period required by statute for purposes authorized by Minn. Stat. § 40A.152, Subd. 2.

SCOPE OF SERVICES AND PAYMENT TERMS.

A. GENERAL DESCRIPTION OF CONSERVATION FEE COLLECTION AND ALLOCATION PROCESS.

• Each calendar year the COUNTY collects a conservation fee (Fee) on all documents that are required to pay mortgage registry taxes or state deed taxes.

• The COUNTY is required to send one-half of the Fees collected in a given year to the State.

• The COUNTY is required to deposit one-half of the Fees collected in a given year in a COUNTY conservation fee account (Conservation Fee Account), from which taxing districts within the county are reimbursed for tax revenue lost because of the tax credit received by property owners by the designation of their property as Metropolitan Agricultural Preserves.

• If the amount owing to the taxing districts exceeds the amount of Fees collected in a given year, the State will pay the COUNTY the difference out of the Minnesota Conservation Fund.

• If the amount owing to the taxing districts is less than the amount of Fees collected in a given year the balance (Annual Conservation Fee Balance) may be spent by the COUNTY within the time period set forth in statute and in accordance with the requirements of Minn. Stat. § 40A.152 for eligible projects (Eligible Projects).

• Any portion of an Annual Conservation Fee Balance that is not encumbered within the statutory time period must be sent to the State.

B. ELIGIBLE PROJECTS. If expenditures from other COUNTY funds for purposes 1 through 4 below remain at least equal to the amount spent in the previous calendar year, the COUNTY can spend the Annual Conservation Fee Balance for the following purposes:

1. Agricultural land preservation and conservation planning and implementation of official controls under Minn. Stat. Chapter 40A or Minn. Stat. Chapter 473H;

2. Soil conservation activities and enforcement of soil loss ordinances;

3. Incentives for landowners who create exclusive agricultural use zones; and

4. Payments to municipalities within the COUNTY for the purposes of clauses 1 to 3.

C. SWCD Provision of Services to the COUNTY on a Fee-for-Service Basis and COUNTY Provision of Services to the SWCD on a Fee-for-Services Basis Annual Conservation Fee Balance, one-half of the annual balance will be allocated for COUNTY-Initiated Eligible Projects as part of the COUNTY budget and one-half of the annual balance will be transferred to SWCD for SWCD-Initiated Eligible Projects, in accordance with the terms of this Appendix.
D. MUTUAL OBLIGATIONS.

1. COUNTY and SWCD staff will work closely together to most effectively and efficiently coordinate COUNTY-Initiated Eligible Projects and SWCD-Initiated Eligible Projects to best serve the conservation needs of Dakota County.

2. The party’s Authorized Representatives may develop procedures to most effectively and efficiently meet the terms of this Appendix and statutory requirements related to Eligible Projects.

E. COUNTY OBLIGATIONS.

1. For purposes of the annual COUNTY Budget process the COUNTY will determine the estimated Annual Conservation Fee Balance for a given year upon which COUNTY-Eligible and SWCD-Eligible Projects may be based by July 31 of each calendar year.

2. The COUNTY will transfer to the SWCD one-half of the Annual Conservation Fee Balance at the time the COUNTY makes payments to the taxing districts.

3. If the COUNTY is unable to encumber all of the Annual Conservation Fee Balance on COUNTY-Eligible Projects within the time period required by statute, the COUNTY’S Authorized Representative is authorized to approve payment of all such unencumbered funds to the SWCD for use by the SWCD on COUNTY-Eligible Projects.

F. SWCD OBLIGATIONS.

1. The SWCD will only use Annual Conservation Fee Balance funds for Eligible Projects.

2. The SWCD agrees to provide the COUNTY with an annual report that includes a summary of SWCD-Eligible Projects and COUNTY-Eligible Projects, if any, under B.3. above.

G. NOTICE. Notice of Termination of this Appendix will be given in accordance with Section 4.9 of the joint powers agreement. The parties will give each other 90 days written notice of any substantial changes to the provision of services under this Appendix.

H. PAYMENT TERMS. The SWCD will perform the services in this Appendix using conservation fee funds distributed as set forth above.

I. LIAISONS. To assist the parties in the day-to-day performance of this Appendix and to develop service, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

LIAISON FOR COUNTY: Erin Stwora or successor, Deputy Director Dakota County Physical Development Division 14955 Galaxie Avenue Apple Valley MN 55124 Phone: 952-891-7153 Fax: 952-891-7031 erin.stwora@co.dakota.mn.us; www.co.dakota.mn.us

LIAISON FOR SWCD: Brian Watson or successor, SWCD Manager Dakota County Soil and Water Conservation District Dakota County Extension and Conservation Center 4100 220th Street West, Suite 102 Farmington, MN 55024 Phone: (651) 480-7778 Fax: (651) 480-7775 brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
APPENDIX D
SCOPE OF SERVICES
SWCD PROVISION OF SERVICES TO THE COUNTY ON A FEE-FOR-SERVICE BASIS
AND
COUNTY PROVISION OF SERVICES TO SWCD ON A FEE-FOR-SERVICE BASIS

TERM. Notwithstanding the signatures of the parties to the Agreement to which this Appendix is attached and incorporated, services provided to the COUNTY by the SWCD as of January 1, 2019 and services provided to the SWCD by the COUNTY as of January 1, 2019 are subject to the terms provided herein.

PART A. SERVICES PROVIDED TO THE COUNTY BY THE SWCD

PURPOSE OF SERVICES. In addition to services provided by the SWCD to the COUNTY using grant funds or Conservation Fee funds authorized by Minn. Stat. § 40A.152, Subd. 2 (Appendixes A through C), there are occasions when COUNTY departments have a need for services on a COUNTY project and the SWCD is the most qualified cost-effective provider of needed services. Through this joint powers agreement, including this Appendix D, the County Board authorizes county departments to purchase COUNTY project specific services from the SWCD on a fee-for-service basis without entering into a separate and additional joint powers agreement, so long as the cost of the project services is less than $100,000 and funds for the project are in the approved COUNTY budget, CIP or CEP. The authority delegated through this Appendix does not prevent the SWCD from providing services to the COUNTY for a project where cost of services exceeds $100,000, but in such case additional County Board and SWCD Board approval is required. For each specific COUNTY project requiring services on a fee-for-service basis, the COUNTY and the SWCD shall execute an agreement for services detailing the scope of services, hourly rates and total anticipated costs for the services. Additional County Board approval is not required for the COUNTY to execute a project specific services agreement. Such agreement may be executed by the County Manager, Deputy County Manager, Physical Development Division Director or a COUNTY department director with delegated contract signature authority from the County Manager.

PART B. SERVICES PROVIDED TO THE SWCD BY THE COUNTY

PURPOSE OF SERVICES. There are occasions when SWCD has a need for services on a SWCD project and the COUNTY is the most qualified cost-effective provider of needed services. Through this joint powers agreement, including this Appendix D, the SWCD Board authorizes SWCD staff to purchase project specific services from the COUNTY on a fee-for-service basis without entering into a separate and additional joint powers agreement, so long as the cost of the project services is less than $50,000 and funds for the project services are in the approved SWCD budget or CIP. The authority delegated through this Appendix does not prevent the COUNTY from providing services to the SWCD for a project where cost of services exceeds $50,000 but in such case additional SWCD Board approval is required. For each specific SWCD project requiring services on a fee-for-service basis, the COUNTY and the SWCD shall execute an agreement for services detailing the scope of services, hourly rates and total anticipated costs for the services. Additional SWCD Board approval is not required for the SWCD District Manager to execute a project specific services agreement. Such agreement may be executed by the County Manager, Deputy County Manager, Physical Development Division Director or a COUNTY department director with delegated contract signature authority from the County Manager.

PART C. SCOPE OF SERVICES AND PAYMENT

A. TYPES OF SERVICES. For the mutual benefit of both the parties, the COUNTY and the SWCD can utilize the expertise of the other party to provide services to the in a way that best utilizes public funds and resources. Any COUNTY department may request services from the SWCD, to be paid by COUNTY at the annually established hourly rate for the SWCD staff that are utilized.

B. CONTRACT FOR SERVICES AND PAYMENT. In addition to the authorization to provide and receive services pursuant to the Appendices attached to this Agreement, the COUNTY and SWCD may enter into one or more separate agreements to provide services to the other party for a specific project on a Fee-for-Service basis. Those agreements up to the amounts designated in PART A and PART B, above must be executed by the County Manager, Deputy County Manager or Physical Development Director on
C. NOTICE. Notice of Termination of the Appendix will be given in accordance with Section 4.9 of this Agreement.

D. LIAISONS. To assist the parties in the day-to-day performance of this Appendix and to develop coordinated services, ensure compliance and provide ongoing consultation, the individuals listed below, or their designee, are the liaisons for their respective party. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

LIAISON FOR COUNTY: Georg Fischer or successor, Director Environmental Resources Department Physical Development Division 14955 Galaxie Avenue Apple Valley MN 55124 Phone: 952-891-7000 Fax: 952-891-7031 www.co.dakota.mn.us

LIAISON FOR SWCD: Brian Watson or successor, SWCD Manager Dakota County Soil and Water Conservation SWCD Dakota County Extension and Conservation Center 4100 220th Street West, Suite 102 Farmington, MN 55024 Phone: (651) 480-7778 Fax: (651) 480-7775 brian.watson@co.dakota.mn.us; www.dakotacountyswcd.org
The following table provides a general workplan for coordinated services to be provided by the SWCD commencing January 1, 2019. The list of Program areas for which the SWCD will provide services may be amended by action of the County Board and the SWCD Board without amending the joint powers agreement to which this Attachment 1 is attached and incorporated.

The estimated hours of SWCD services and the total budget for those services for each year following 2019 will be determined through the COUNTY and SWCD annual budget processes. The parties shall agree upon and create an updated version of this Attachment 1 each year based upon subsequent annual budgets adopted by the County and SWCD, which will be attached to and incorporated into this joint powers agreement without the requirement of formal amendment of the joint powers agreement by either party.

<table>
<thead>
<tr>
<th>Program</th>
<th>2019 Estimated Budget</th>
</tr>
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<tbody>
<tr>
<td>Wetlands and Water Retention</td>
<td></td>
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<tr>
<td>Easement Monitoring and Compliance</td>
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<tr>
<td>Surface Water Protection (includes erosion control and stormwater)</td>
<td>$250,000</td>
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<tr>
<td>Drinking Water Protection</td>
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<tr>
<td>Agricultural Easement Stewardship</td>
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<td>Natural Area Protection</td>
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<tr>
<td>Natural Resource Management (NRMPs and Implementation)</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$250,000</td>
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</tbody>
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