



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, May 15, 2024

### Agenda Item

**Item 4. A. - Presentation of report from Dakota County SWCD on 2023 monitoring, technical, education and other conservation services**

### Prepared By

Linda Loomis, Administrator

### Summary

Lindsay Albright, Water Resource Specialist, Dakota Soil & Water Conservation District, will join the May 15, 2024 Board of Managers meeting to present findings from the 2023 monitoring work Dakota SWCD conducted on behalf of the LMRWD.

Ms. Albright has provided the 2023 report ahead of the meeting. You can access the 2023 Fen Well Monitoring Report using this link: [https://lowermnriverwd.org/download\\_file/view/3744/228](https://lowermnriverwd.org/download_file/view/3744/228)

In addition, Dakota SWCD provides education services to the LMRWD through its 'Landscaping for Clean Water' program. This is a program that is open to all residents of the LMRWD whether they live in Dakota County. The initial class is offered free of charge and if a resident chooses to ask for design assistance a fee is charged for the additional service. A report of 2023 activity under the 'Landscaping for Clean Water' program is attached, along with a schedule of 2024 planned activities.

Lastly, for the Board's information the agreement between the Dakota SWCD and the LMRWD for 2024 monitoring and education is attached. A report for the 2023 Landscaping for Clean Water Program is attached.

### Attachments

2023 'Landscaping for Clean Water' Summary

Joint Powers Agreement Between the Dakota County Soil & Water Conservation District and the Lower Minnesota River Watershed District for 2024 Technical Assistance Services

### Recommended Action

Motion to receive and file 2023 Fen Well Monitoring Report and 'Landscaping for Clean Water' Summary

## 2023 LCW Numbers

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### Introduction to Clean Water

- 252 people attended the Intro to Clean Water class:
  - 47 via (1) In-Person Class
  - 137 via (3) Zoom Classes
  - 69 via Pre-Recorded Video (available after last Intro Class held)

City of Residence	Total	In-Person	Via Zoom	Via Video
Anoka	1	-	1	-
Apple Valley	29	7	14	8
Bloomington	3	1	2	-
Burnsville	54	14	30	10
Castle Rock	2	-	2	-
Columbia Heights	1	-	1	-
Eagan	38	8	16	14
Farmington	7	1	2	4
Hastings	1	-	-	1
Inver Grove Heights	21	6	9	6
Lakeville	27	2	17	8
Mendota Heights	6	-	4	2
Minneapolis	1	-	1	-
Rochester	1	-	1	-
Rosemount	34	7	20	7
Saint Paul	3	-	1	2
Savage	2	1	1	-
Shakopee	1	-	1	-
South St Paul	12	-	8	4
Sunfish Lake	1	-	1	-
West St Paul	8	-	5	3
<b>TOTAL</b>	<b>253</b>	<b>47</b>	<b>137</b>	<b>69</b>

**Note:** 90 people registered but did not attend the Intro Class

## Design Course

- 158 Registrations/Projects
- 64 Grant Applications Submitted / 61 Projects Installed and Grants Paid

Year DC Registrants Took Intro Class			
2023	95	2019	9
2022	29	2018	5
2021	11	2017	2
2020	7		

Year Grant Applicants Took Intro Class			
2023	34	2019	4
2022	13	2018	2
2021	4	2017	2
2020	5		

Design Course Participants / Applications by Municipality				
Municipality	Number Registered	Submitted Applications	Withdrawn Applications	Grants Paid
Anoka	1	-	-	-
Apple Valley	27	14	1	13
Bloomington	1	-	-	-
Burnsville	28	16	-	16
Castle Rock	2	-	-	-
Eagan	20	8	-	8
Farmington	2	-	-	-
Hastings	3	1	-	1
Inver Grove Heights	14	5	-	5
Lakeville	14	4	-	4
Northfield	1	1	-	1
Mendota Heights	10	3	1	2
Rosemount	20	5	-	5
Scott County (LMinn)	1	-	-	-
South St Paul	8	3	1	2
Sunfish Lake	1	1	-	1
West St Paul	5	3	-	3
<b>TOTALS</b>	<b>158</b>	<b>64</b>	<b>3</b>	<b>61</b>

Design Course Participants / Applications by Watershed				
Watershed	Number Registered	Submitted Applications	Withdrawn Applications	Grants Paid
Black Dog	36	19	-	19
Eagan-Inver Grove Heights	21	9	1	8
Lower Minnesota River	2	-	-	
Lower Mississippi River	37	14	2	12
North Cannon River	4	2	-	2
Vermillion River	57	20	-	20
Other: Lower Rum River	1	-	-	
<b>TOTAL</b>	<b>158</b>	<b>64</b>	<b>3</b>	<b>61</b>

### Zoom One-on-One Appointments

- 20 people registered for a Zoom One-on-One appointment.
- 10 of those who had a zoom appointment submitted a grant application.

Municipality	# of Zoom Appointments	Grant App Submitted
Apple Valley	4	1
Bloomington	1	-
Burnsville	2	2
Eagan	3	3
Hastings	1	-
Inver Grove Heights	1	-
Lakeville	1	1
Mendota Heights	4	1
Rosemount	2	1
West St Paul	1	1
<b>Totals</b>	<b>20</b>	<b>10</b>

### Maintenance Workshop

- 17 people attended one Maintenance Workshops via Zoom (26 people registered)

By Municipality	Attended
Apple Valley	5
Burnsville	3
Eagan	2
Farmington	1
Inver Grove Heights	1
Lakeville	1
Miesville	1
Northfield	1
Rochester	1
West St Paul	1
<b>Total</b>	<b>17</b>

### NEW – Natural Shoreline Workshop

- 29 people attended one Natural Shoreline Workshop held in-person (35 people registered)

By Municipality	Attended
Apple Valley	3
Burnsville	3
Dundas	1
Eagan	4
Inver Grove Heights	3
Lakeville	1
Mendota Heights	11
Sunfish Lake	2
West St Paul	1
<b>Total</b>	<b>29</b>

## 2023 Landscaping for Clean Water Project Summary

**2023 Landscaping for Clean Water Projects**

Project ID	First	Last	City	Practice	Sq ft	Cost Est.
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### Black Dog WMO

Total Available WS LCW Partner Funds	<b>\$13,500</b>
Landowner incentives	\$4,500
Technical Assistance	\$9,000

**Grants Available** **18**

**Completed Projects** **19**

	Round 1	Round 1					
1	23-BNV-042	Susan	Brown	Burnsville	Native Garden	110	266.00
2	23-APV-045	Christin	Congdon	Apple Valley	Shoreline	360	457.00
3	23-APV-051	Michelle	Grannes	Apple Valley	Native Garden	350	716.00
4	23-BNV-052	Tarry	Heckathorn	Burnsville	Raingarden	305	1,311.00
5	23-BNV-055	Jason	Jensen	Burnsville	Native Garden	400	1,209.00
6	23-LKV-059	Loren & Lili	Knutson & Yu	Lakeville	Native Garden	120	285.00
7	23-BNV-063	Lyubov	Rachuk	Burnsville	Raingarden	270	1,055.00
8	23-BNV-065	Lynne	Shenk	Burnsville	Raingarden	160	1,299.00
9	23-BNV-070	Jesse	Waller	Burnsville	Raingarden	300	1,247.00
<b>Round 2</b>							
10	23-BNV-087	Kelsey	Lee	Burnsville	Raingarden	140	525.00
11	23-BNV-088	Kelli	Montgomery	Burnsville	Raingarden	300	1,495.00
12	23-BNV-081	Danny	Bronson	Burnsville	Raingarden	150	635.00
<b>Round 3</b>							
13	23-BNV-120	Lisa	Jansa	Burnsville	Raingarden	128	456.00
14	23-BNV-121	Elizabeth	Richardson	Burnsville	Raingarden	144	515.00
15	23-BNV-123	Mary	Romig	Burnsville	Raingarden	200	520.00
16	23-BNV-113	Alicia	Christian-Larson	Burnsville	Native Garden	1,608	580.00
17	23-BNV-091	Sean	Quinn	Burnsville	Native Garden	3,500	4,564.00
18	23-BNV-093	Christopher	Zator	Burnsville	Native Garden	300	682.00
19	23-BNV-126	Valerie	Tonkin	Burnsville	Native Garden	840	1,144.00

**9,845      \$18,961.00**

<b>Total Projects</b>
19

<b>Avg. sf of Proj.</b>
518

<b>Average Cost</b>
\$998

Project Type	Number
Raingarden	10
Native Garden	8
Shoreline	1

City	Raingarden	Native Garden	Shoreline
Apple Valley	0	1	1
Burnsville	10	6	0
Lakeville	0	1	0

## 2023 Landscaping for Clean Water Project Summary

**2023 Landscaping for Clean Water Projects**

Project ID	First	Last	City	Practice	Sq ft	Cost Est.
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**Eagan - Inver Grove Heights WMO**

Total Available WS LCW Partner Funds	<b>\$9,000</b>
Landowner incentives	\$3,000
Technical Assistance	\$6,000

<b>Grants Available</b>	<b>12</b>
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<b>Completed Projects</b>	<b>10</b>
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Round 1						
1	23-EGN-050	Nicholas	Fruci	Eagan	Native Garden	460 528.00
2	23-EGN-053	Kendell	Hillis	Eagan	Native Garden	500 792.00
3	23-IGH-061	Joe	McMahon	Inver Grove Heights	Native Garden	375 1,059.00
4	23-IGH-067	Tia	Theisen	Inver Grove Heights	Native Garden	160 272.00
5	23-EGN-071	Hanna & Robert	Warmka	Eagan	Raingarden	170 665.00
Round 2						
6	23-EGN-083	Lynn	Fulford	Eagan	Raingarden	159 346.00
Round 3						
7	23-EGN-112	Ellie	Carter	Eagan	Raingarden	380 688.00
8	23-EGN-115	Melody	Dybedahl	Eagan	Raingarden	150 347.00
9	23-EGN-119	Michael	Hylandsson	Eagan	Raingarden	126 708.00
10	23-EGN-122	Kristen	Rodriguez	Eagan	Raingarden	104 277.00
					<b>2,964</b>	<b>\$7,014.00</b>

Total Projects
10
Avg. sf of Proj.
296
Average Cost
\$701

Project Type	Number
Raingarden	6
Native Garden	4

City	Raingarden	Native Garden
Eagan	6	2
Inver Grove Heights	0	2

## 2023 Landscaping for Clean Water Project Summary

**2023 Landscaping for Clean Water Projects**

Project ID	First	Last	City	Practice	Sq ft	Cost Est.
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**Lower Mississippi River WMO**

Total Available WS LCW Partner Funds	\$15,000
Landowner incentives	\$5,000
Technical Assistance	\$10,000

<b>Grants Available</b>	<b>16</b>
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<b>Completed Projects</b>	<b>11</b>
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**Round 1**

1	23-IGH-041	Stephanie	Boehmer	Inver Grove Heights	Raingarden	225	878.00
2	23-WSP-047	Liz	Deziel	West St Paul	Native Garden	100	314.00
3	23-SSP-048	Amanda	Dobbratz	South St Paul	Native Garden	310	714.00
4	23-MDH-060	Heidi	McEllistrem	Mendota Heights	Raingarden	150	444.00
5	23-IGH-062	Jeff	Parsons	Inver Grove Heights	Raingarden	270	587.00

**Round 2**

6	23-SUN-095	John	Oakman	Sunfish Lake	Shoreline	400	910.00
7	23-MDH-082	Sylvia & Stella	Cuellar	Mendota Heights	Native Garden	108	558.00
8	23-WSP-086	Amy	Kirchner	West St Paul	Native Garden	400	456.00
9	23-SSP-089	Leah	Peitso	South St Paul	Native Garden	100	470.00
10	23-IGH-090	Andrea	Poppinga	Inver Grove heights	Native Garden	120	466.00

**Round 3**

11	23-WSP-117	Sherry	Huang	West Saint Paul	Raingarden	260	1,136.00
						<b>2,443</b>	<b>\$6,933.00</b>

<b>Total Projects</b>
11

<b>Avg. sf of Proj.</b>
222

<b>Average Cost</b>
\$630

Project Type	Number
Raingarden	4
Native Garden	6
Shoreline	1

City	Raingarden	Native Garden	Shoreline
Inver Grove Heights	2	1	0
Mendota Heights	1	1	0
South St Paul	0	2	0
Sunfish Lake	0	0	1
West St Paul	1	2	0

## 2023 Landscaping for Clean Water Project Summary

**2023 Landscaping for Clean Water Projects**

**Vermillion River JPO**

Total Available WS LCW Partner Funds	\$18,750
Landowner incentives	\$6,250
Technical Assistance	\$12,500

<b>Grants Available</b>	<b>25</b>
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<b>Completed Projects</b>	<b>19</b>
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Project ID	First	Last	City	Practice	Sq ft	Cost Est.
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**Round 1**

1	23-APV-044	Daniel	Carlson	Apple Valley	Native Garden	1,500	619.00
2	23-ROS-049	Allyson	Dooley	Rosemount	Raingarden	200	912.00
3	23-APV-054	Nancy	Hlas	Apple Valley	Native Garden	178	742.00
4	23-APV-056	Beverly	Kile	Apple Valley	Native Garden	183	745.00
5	23-APV-058	Craig	Long	Apple Valley	Native Garden	300	779.00
6	23-APV-064	Stephanie	Rivery Guzman	Apple Valley	Raingarden	1,274	758.00
7	23-ROS-066	Chad & Katie	Swiggum	Rosemount	Raingarden	407	1,196.00
8	23-ROS-068	Brandon & Katie	Trent	Rosemount	Raingarden	300	1,395.00
9	23-APV-080	Susan	Wehrenberg	Apple Valley	Native Garden	300	1,500.00

**Round 2**

10	23-ROS-084	Brian & Christine	Golden & Grant	Rosemount	Raingarden	100	737.00
11	23-APV-085	Carol	Johnson	Apple valley	Raingarden	200	1,914.00
12	23-ROS-092	Amanda	Serie	Rosemount	Raingarden	140	421.00
13	23-LKV-094	Kerry	Zellmer	Lakeville	Native Garden	250	1,282.00

**Round 3**

14	23-LKV-114	Jessica	Dawson	Lakeville	Raingarden	450	943.00
15	23-APV-124	Emily	Stelzner	Apple Valley	Raingarden	190	1,421.00
16	23-APV-125	Jason	Tarpinian	Apple Valley	Raingarden	200	931.00
17	23-APV-111	Mirna	Berglund	Apple Valley	Native Garden	173	250.00
18	23-LKV-116	Betsey & Matt	Hoelt	Lakeville	Native Garden	1,000	1,510.00
19	23-APV-128	Heather G	Handley	Apple Valley	Shoreline	320	2,800.00

**9,735      \$33,917.00**

<b>Total Projects</b>
19

<b>Avg. sf of Proj.</b>
512

<b>Average Cost</b>
\$1,785

Project Type	Number
Raingarden	10
Native Garden	8
Shoreline	1

City	Raingarden	Native Garden	Shoreline
Apple Valley	4	6	1
Lakeville	1	2	0
Rosemount	5	0	0



## 2023 Landscaping for Clean Water Project Summary

**2023 Landscaping for Clean Water Projects**

**Lower Minnesota River WMO**

Total Available WS LCW Partner Funds	\$4,500
Landowner incentives	\$1,500
Technical Assistance	\$3,000

<b>Grants Available</b>	<b>6</b>
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Completed Projects	<b>0</b>
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Project ID	First	Last	City	Practice	Sq ft	Cost Est.
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<b>Round 1</b>						

<b>Round 2</b>						

<b>Round 3</b>						

<b>Total Projects</b>
0

<b>Avg. sf of Proj.</b>
0

<b>Average Cost</b>
\$0

## 2023 Landscaping for Clean Water Project Summary

**2023 Landscaping for Clean Water Projects**

Project ID	First	Last	City	Practice	Sq ft	Cost Est.
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### North Cannon River WMO

Total Available WS LCW Partner Funding	\$2,250
Landowner incentives	\$750
Technical Assistance	\$1,500
<b>Grants Available</b>	<b>3</b>

Completed Projects 2

Round 1						
23-NOR-043	Bill	Bruhler	Northfield	Native Garden	1,500	\$1,576.00
23-HAS-069	Laura	Vieths	Hastings	Raingarden	160	\$404.00
Round 2						
Round 3						
					<b>1,660</b>	<b>\$1,980.00</b>

Total Projects
2
Avg. sf of Proj.
830
Average Cost
\$990

Project Type	Number
Raingarden	1
Native Garden	1

City	Raingarden	Native Garden
Hastings	1	0
Northfield	0	1

**JOINT POWERS AGREEMENT BETWEEN  
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND  
THE LOWER MINNESOTA RIVER WATERSHED DISTRICT  
FOR 2024 TECHNICAL ASSISTANCE SERVICES**

**THE PARTIES TO THIS AGREEMENT** are the Dakota County Soil and Water Conservation District (SWCD) and the Lower Minnesota River Watershed District (LMRWD), both political subdivisions of the State of Minnesota and “governmental units” as that term is defined in Minn. Stat. § 471.59. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

**NOW THEREFORE**, the parties, in joint and mutual exercise of their powers, agree as follows:

1. **PURPOSE.** This Agreement will define the responsibilities and obligations of the SWCD and the LMRWD for technical assistance services to be provided by the SWCD to the LMRWD as more fully described herein.
2. **TERM.** Notwithstanding the dates of signatures of the parties, this Agreement shall be in effect as of January 1, 2024 and shall remain in effect until December 31, 2024, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. **SCOPE OF SERVICES.** SWCD agrees to provide LMRWD with the following services: Fen well monitoring services from March 1, 2024, until December 31, 2024, as expressed in the *2024 Dakota County Soil and Water Conservation District Work Plan* attached and incorporated into this Agreement as Exhibit 1.

In the event of a conflict between the terms of this Agreement and Exhibit 1, the terms of this Agreement shall govern.

4. **TOTAL COST.** The total amount to be paid by the LMRWD for all services provided pursuant to this Agreement shall not exceed \$20,750. The LMRWD shall pay SWCD for purchased services at the rates set out in Exhibit 1.
5. **TIME OF PAYMENT.** The LMRWD shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the LMRWD shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the LMRWD shall make payment within 35 days.
6. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The LMRWD may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the LMRWD from questioning the propriety of the claim. The LMRWD reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
7. **PAYMENT UPON EARLY TERMINATION.** In the event this Agreement is terminated before the completion of services, the LMRWD shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payments exceed the LMRWD's total cost under this Agreement.
8. **COMPLIANCE WITH LAWS/STANDARDS.** SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which SWCD is responsible.
9. **INDEPENDENT CONTRACTOR STATUS.** Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

- 10. SUBCONTRACTING/ASSIGNMENT. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.
- 11. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
- 12. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of 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 representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

<p><u>To SWCD:</u>          Brian Watson, Director          Dakota County SWCD          4100 220<sup>th</sup> Street West, Suite 102          Farmington, MN 55024          Telephone: (651) 480-7778</p>	<p><u>To LMRWD:</u>          Linda Loomis, District Administrator          Lower Minnesota River Watershed District          112 E. 5<sup>th</sup> St.          Chaska, MN 55318          Telephone: (763) 545-4659</p>
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- 13. LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by SWCD and the LMRWD. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

<p>SWCD Liaison:          Telephone:          Email:</p>	<p>Lindsey Albright, Water Resource Specialist          (651) 480-7783  <a href="mailto:lindsey.albright@co.dakota.mn.us">lindsey.albright@co.dakota.mn.us</a></p>
<p>LMRWD Liaison:          Telephone:          Email:</p>	<p>Linda Loomis, District Administrator          (763) 545-4659  <a href="mailto:niadconsulting@gmail.com">niadconsulting@gmail.com</a></p>

- 14. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 15. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
- 16. OWNERSHIP OF WORK PRODUCT. If SWCD uses LMRWD's copyrighted material in performing work for this Agreement, SWCD will protect LMRWD's right, title and interest in the copyrighted material.


Before using a third party's copyrighted material SWCD will get permission from the third-party. Where applicable, work products created by SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. LMRWD owns the copyright interests in the work product. LMRWD may use, copy and make derivative works of the same, with no duty for an accounting to SWCD. SWCD may use portions or excerpts from the materials prepared under this Agreement.

17. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
18. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.  
  
Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.
19. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
20. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.
21. 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.
22. DISPOSITION OF PROPERTY. Any property purchased with LMRWD money to perform services under this Agreement is owned by LMRWD and will be returned by the SWCD to LMRWD at the termination of this Agreement.
23. FINAL AGREEMENT. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.
24. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liable for Own Acts), 14 (Force Majeure), 15 (Data Privacy), 16

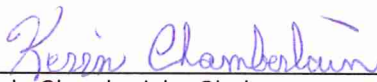
(Ownership of Work Product), 17 (Records Disclosure/Retention), 20 (Minnesota Law to Govern), and 22 (Disposition of Property).

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

**LOWER MINNESOTA RIVER WATERSHED DISTRICT**

By   
Joseph Barisonzi, President, or successor  
Date of Signature 02-14-2024

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

By   
Kevin Chamberlain, Chair, or successor  
Date of Signature 3-14-24

Approved as to Form:

/s/ Dain Olson 2/16/24  
Assistant Dakota County Attorney/Date  
KS-24-105  
SWCD Board Motion No.24.015

Jlb

**2024 Work Plan and Budget**  
**Lower Minnesota River Watershed District**

Task	Calculation			Sub-total
	Hours	Rate	Fees	
<b>Education and Community Engagement</b>				
<b>Landscaping for Clean Water</b>	15	\$95.00		\$1,425.00
Create promotional materials for classes in partnership with Dakota County cities and watershed organizations, organize course materials, and coordinate with partners.				
<b>Education and Outreach Total</b>				<b>\$1,425.00</b>
<b>Technical Assistance</b>				
<b>Fen Well Monitoring</b>	100	\$95.00	\$150.00	\$9,650.00
Staff time for groundwater monitoring in Fort Snelling, Nichols, and Quarry Island fens from March 1, 2024 through December 31, 2024 - 10 monitoring trips at 5 hours/trip. Also Includes data management, reporting and site maintenance as needed.			Fee is for monitoring supplies such as chalk, rags, batteries, tools, etc.	
<b>Landscaping for Clean Water</b>			\$1,800.00	\$1,800.00
SWCD staff time for technical assistance on Landscaping for Clean Water projects.		\$600 x 3 project		
<b>Conservation Projects</b>	75	\$95.00		\$7,125.00
Technical assistance for potential projects. <i>Only as requested by Lower Minnesota River WD.</i>				
<b>Technical Assistance Total</b>				<b>\$18,575.00</b>
<b>Cost Share</b>				
<b>Landscaping for Clean Water</b>			\$750.00	\$750.00
Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with Dakota SWCD cost share policies.		\$250 X 3 projects		
<b>Cost Share Total</b>				<b>\$750.00</b>
<b>Total Agreement Not-to Exceed</b>				<b>\$20,750.00</b>