

Black Dog Watershed Management Commission

AGENDA

Wednesday, January 17, 2024

5:00 P.M.

COMMISSIONERS:

Curt Enestvedt, Chair

Mike Hughes, Vice Chair

Scott Thureen, Secretary/Treasurer

Rollie Greeno

Todd Christopherson

Greg Helms, Alternate

Cyndi Bergloff, Alternate

- I. Approval of Agenda
- II. Approval of Minutes – November 15, 2023
- III. Approval of Accounts Payable
- IV. Review Budget Performance Reports
- V. Election of Officers for 2024
- VI. Approve Engineering Fees for 2024
- VII. Approve Official Depositories for Commission Funds
- VIII. Approve Official Newspaper for the Black Dog WMO
- IX. Approve 2024 Joint Powers Agreement with Dakota County SWCD
- X. Discuss Potential Stories for the Annual Watershed Report
- XI. Miscellaneous
- XII. Adjournment

The City of Burnsville and Black Dog Watershed Management Organization do not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the admission or access to, or treatment or employment in, its programs, activities, or services.

To obtain this information in alternative forms such as braille, large print, audiotape or qualified readers, please contact the City of Burnsville. Telephone (952) 895-4400, TDD (952) 895-4567.



Agenda Background January 17, 2024

I. Approval of Agenda

Agenda enclosed.

Action Requested: A motion be considered to approve the Agenda.

II. Approval of Minutes from the November 15, 2023, Meeting

Minutes enclosed.

Action Requested: A motion be considered to approve the Minutes of the November 15, 2023, meeting.

III. Approval of Accounts Payable

Accounts payable list enclosed.

Action Requested: A motion be considered to approve the accounts payable list as submitted by staff.

IV. Review of Budget Performance Reports

Current Budget Performance Reports enclosed.

Action Requested: No formal action required

V. Election of Officers for 2024

The Black Dog WMO Joint Powers Agreement requires that officers be elected each year. Currently the officers are:

Chair – Curt Enestvedt
Vice Chair – Mike Hughes
Secretary/Treasurer – Scott Thureen

Action requested: Staff will accept nominations and conduct an election for the above positions.

VI. Approve Engineering Fees for 2024

Enclosed in the packet are the proposed Barr Engineering Fees for 2024.

Action requested: Approve the 2024 Engineering Fees

VII. Approve Official Depositories for Commission Funds

The auditors recommend that the Commission designate official depositories for our funds on an annual basis. Current depositories are the US Bank in St. Paul and the League of MN Cities 4M Fund. These depositories have served the Commission well and staff recommends continuing with them.

Action Requested: Approve US Bank in St. Paul and League of MN Cities 4M Fund as official depositories.

VIII. Approve Official Newspaper for the Black Dog WMO

The JPA requires that the Commission designate an official newspaper. In 2023, the BDWMO used the Sun Thisweek as the official newspaper. Items typically published in the official newspaper are public notices.

Action Requested: Approve the Burnsville Sun Thisweek as the official newspaper for 2024.

IX. Approve 2024 Joint Powers Agreement with Dakota County SWCD

The Joint Powers Agreement with the SWCD was sent to the Black Dog WMO attorney for review prior to the meeting. The 2024 SWCD work plan and budget were previously approved by the commission.

Action Requested: Approve a joint powers agreement with Dakota County SWCD for 2024

X. Discuss Potential Stories for the Annual Watershed Report

Barr staff will lead a discussion on potential topics for the 2023 Watershed Report.

Action Requested: Provide feedback on ideas for the 2023 Watershed Report.

XI. Miscellaneous

DRAFT
Meeting Minutes
November 15, 2023

MEMBERS PRESENT

Curt Enestvedt, Chair
Mike Hughes, Vice Chair
Scott Thureen, Secretary/Treasurer
Rollie Greeno
Todd Christopherson
Greg Helms, Alternate
Cyndi Bergloff, Alternate

MEMBERS ABSENT

OTHERS PRESENT

Greg Williams – Barr Engineering
Karen Chandler – Barr Engineering
Cole Birkeland – Campbell Knutson
Curt Coudron – Dakota County Soil & Water Conservation District
Samantha Berger – City of Apple Valley
Lynette Dunsworth – Resident
Ann Messerschmidt – City of Lakeville
Daryl Jacobson – BDWMO Administrator
Tammi Carte – BDWMO Secretary

Curt Enestvedt, Chair, called the November 15, 2023, meeting to order at 5:00pm.

I. Approval of Agenda

Motion by Hughes, second by Thureen, to approve the November 15, 2023, Agenda as presented.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

II. Approval of Minutes from the October 18, 2023, Meeting

Motion by Thureen, second by Hughes, to approve the October 18, 2023, Minutes as presented.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

III. Approval of Accounts Payable

Motion by Greeno, second by Thureen, to approve accounts payable to Barr Engineering in the amount of \$4,789.00 for services from September 30, 2023, through October 27, 2023.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

IV. Review Budget Performance Reports

Daryl Jacobson, BDWMO Administrator, reported that all 2023 invoices from member cities have been paid.

No Formal Action Required

V. Approve Final 2022 Watershed Management Plan Goal Tracking Summary Sheets

The final draft of the goal tracking summary sheets was provided to the Commission for review prior to tonight's meeting.

Greg Williams, Barr Engineering, shared the edits discussed at the previous meetings have been implemented to the final goal tracking summary sheets.

Motion by Hughes, second by Greeno, to approve the goal tracking summary sheets.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

VI. Approve Revisions to New Report Format for Use in Reporting Management Level Monitoring Results

A final draft of the new proposed format for this reporting was provided to the Commission prior to tonight's meeting.

Greg Williams, Barr Engineering, the edits requested by the Commission have been made and are reflected on the draft report format.

Motion by Thureen, second by Hughes, to approve the management level monitoring format.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

VII. Approval of 2024 Dakota SWCD Work Plan and Budget

A copy of the proposed 2024 Dakota SWCD Work Plan and Budget was provided to the Commission for review prior to tonight's meeting.

Daryl Jacobson explained the Black Dog WMO budget will be due May 2024. We are looking into this now to be prepared for the 2024 Work Plan and Budget.

Curt Coudron, Dakota County Soil & Water Conservation District (SWCD), shared that 2024 projects and services will be similar to what was done this year. All grants were used in 2023, and the projects were very successful. Residents were appreciative of the funding they received.

Motion by Hughes, second by Greeno, to approve the 2024 SWCD Workplan and budget.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

VIII. Miscellaneous

1. Summary of October Technical Advisory Meeting – Daryl Jacobson – One of the goals for this meeting was to talk about projects cities are working on to align with the WMO. Black Dog will be awarded \$151,000 in July 2024 to distribute to projects. Apple Valley has the majority of projects including Whitney Pond.

There was also discussion of possible education collaboration ideas. These efforts need to be project-based.

2. In January 2024 the WMO will solicit engineering and legal services. This is required every two years.
3. The December 20, 2023, Commission meeting may be canceled.

IX. Adjournment

Motion by Thureen, second by Hughes, to adjourn at 5:29pm.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously



Accounts Payable January 17, 2024 Meeting

Barr Engineering - Services from October 28, 2023 through December 29, 2023

Engineering	\$	4,969.38
Special Projects: General Fund - 2023 Management Level Monitoring - Keller Lake	\$	1,320.00
	\$	6,289.38

Campbell Knutson

General Services - October 2023	\$	350.00
General Services - November 2023	\$	245.00
	\$	595.00

Dakota County Soil & Water Conservation District - Services for October 2023 - December 2023

Website Updates & Maintenance	\$	315.00
Technical Assistance - Landscaping for Clean Water Assistance (6)	\$	3,000.00
Landscaping for Clean Water Grants (6)	\$	1,500.00
	\$	4,815.00

Accounts Payable Total \$ 11,699.38

resourceful. naturally.
engineering and environmental consultants



Remittance address:

Lockbox 446104

PO Box 64825

St Paul, MN 55164-0825

December 29, 2023

Black Dog Watershed Management Commission
City of Burnsville
13713 Frontier Court
Burnsville, MN 55337-4720

Attn: Mr. Daryl Jacobson

RE: Engineering & Environmental Consulting Services

**Invoice of Account with
BARR ENGINEERING COMPANY**

For professional services during the period of October 28, 2023 through December 29, 2023

TOTAL PAYABLE THIS INVOICE: \$ 6,289.38

Allocation:

Engineering

\$ 4,969.38

Special Projects: General Fund

• **Keller Lake 2023 Management Level Monitoring** \$ 1,320.00

Barr declares under the penalties of law that
this account, claim, or demand is just and that
no part of it has been paid.

OK
[Signature]
1-9-24

Karen L. Chandler

Karen L. Chandler
Vice President

BUDGET SUMMARY - 2023 FY
Black Dog Watershed Management Commission
through December 29, 2023

Work Description	Pre-2023 Costs	2023 Barr Budget	Current Invoice	Spent This Year	Balance
Engineering	-----	43,000.00 ¹	4,969.38	32,569.95	10,430.05
Special Projects: General Fund					
<i>Reporting on Lac Lavon 2022 Water Quality Monitoring</i>	-----	4,700.00	0.00	4,323.50	376.50
<i>Keller Lake 2023 Management Level Monitoring</i>		19,100.00	1,320.00	14,561.65	4,538.35
Subtotal -- Special Projects: General Fund	-----	23,800.00	1,320.00	18,885.15	4,914.85
Water Quality Monitoring					
<i>Reporting on 2022 Orchard Lake Habitat Monitoring</i>	-----	9,200.00	0.00	8,957.00	243.00
<i>Update Trend Analyses</i>	-----	2,000.00	0.00	810.00	1,190.00
Subtotal -- W.Q. Monitoring	-----	11,200.00	0.00	9,767.00	1,433.00
Public Education					
<i>Watershed Annual Report</i>	-----	4,500.00	0.00	4,196.50	303.50
<i>Annual Activity Report (BWSR)</i>	-----	2,100.00	0.00	2,272.50	(172.50)
Subtotal -- Public Education	-----	6,600.00	0.00	6,469.00	131.00
Total Services	-----	84,600.00	6,289.38	67,691.10	16,908.90

Notes:

¹ 2023 budget increase from \$31,000 to \$43,000 authorized at 2/15/2023 meeting for BDWMO Plan goal tracking



INVOICE

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

Mr. Daryl Jacobson
Black Dog WMO
City of Burnsville
13713 Frontier Court
Burnsville, MN 55337-4720

December 29, 2023
Invoice No: 23190374.23 - 9

Total this Invoice	\$4,969.38
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Regarding: BDWMO 2023 Engineering Services

Professional Services from October 28, 2023 to December 29, 2023

Job:	2023	Engineering Services
Task:	001	Attend BDWMO Meetings

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist III				
Williams, Sterling	1.70	165.00	280.50	
	1.70		280.50	
Subtotal Labor				280.50
		Task Subtotal		\$280.50

Task:	002	Miscellaneous Consulting
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Labor Charges

	Hours	Rate	Amount	
Vice President				
Chandler, Karen	3.30	200.00	660.00	
Engineer / Scientist / Specialist III				
Williams, Sterling	8.90	165.00	1,468.50	
Support Personnel II				
Nypan, Nyssa	2.10	110.00	231.00	
	14.30		2,359.50	
Subtotal Labor				2,359.50

Expense Charges

Travel				
10/24/2023	Chandler, Karen	Mileage	16.38	
Subtotal Expenses				16.38
		Task Subtotal		\$2,375.88

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

Project	23190374.23	BDWMO 2023 Engineering Services	Invoice	9
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Task: 005 BDWMO Plan Goal Tracking

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist III				
Rattei, Margaret	.90	150.00	135.00	
Williams, Sterling	5.90	165.00	973.50	
	6.80		1,108.50	
Subtotal Labor				1,108.50
		Task Subtotal		\$1,108.50

Task: 006 2024 monitoring report template

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist III				
Williams, Sterling	7.30	165.00	1,204.50	
	7.30		1,204.50	
Subtotal Labor				1,204.50
		Task Subtotal		\$1,204.50
		Job Subtotal		\$4,969.38
		Total this Invoice		\$4,969.38

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	4,969.38	34,069.57	39,038.95	34,069.57	4,969.38

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Karen Chandler, your Barr project manager, at (952) 832-2813 or email at kchandler@barr.com.



INVOICE

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

Mr. Daryl Jacobson
Black Dog WMO
City of Burnsville
13713 Frontier Court
Burnsville, MN 55337-4720

December 29, 2023
Invoice No: 23190375.23 - 9

Total this Invoice	\$1,320.00
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Regarding: Management Level Water Quality Monitoring

Professional Services from October 28, 2023 to December 29, 2023

Job:	KEL	Keller Lake 2023 Water Quality Monitoring
Task:	100	Monitoring Data Mgmt & Proj Mgmt

Labor Charges

	Hours	Rate	Amount
Vice President			
Chandler, Karen	.30	200.00	60.00
Engineer / Scientist / Specialist II			
Menken, Kevin	6.00	135.00	810.00
Technician II			
Melmer, David	1.20	105.00	126.00
Technician I			
Schneider, Anna	2.50	90.00	225.00
Wolf, Matthias	.70	90.00	63.00
Support Personnel II			
Treanor, Margaret	.30	120.00	36.00
	11.00		1,320.00
Subtotal Labor			1,320.00
		Task Subtotal	\$1,320.00
		Job Subtotal	\$1,320.00
		Total this Invoice	\$1,320.00

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	1,320.00	17,565.15	18,885.15	17,565.15	1,320.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Kevin Menken, your Barr project manager, at (952) 832-2794 or email at kmenken@barr.com.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Rd Ste 290
Eagan, Minnesota 55121
(651) 452-5000

Black Dog Watershed Management Organization
Attention: Daryl Jacobson
City of Burnsville
100 Civic Center Parkway
Burnsville MN 55337-3817

Page: 1
October 31, 2023
Account # 602-0000G
389

RE: GENERAL SERVICES
RENDERED TO DATE:

			HOURS	
10/05/2023	JDS	Telephone conference with D. Jacobson; email to D. Jacobson; office conference with C. Birkeland.	0.20	35.00
10/18/2023	CAB	Review agenda packet; attend meeting.	1.80	315.00
		AMOUNT DUE	2.00	350.00
		TOTAL CURRENT WORK		350.00
		PREVIOUS BALANCE		\$245.00
11/01/2023		Payment - thank you		-245.00
		TOTAL AMOUNT DUE		<u>\$350.00</u>

OK

11-8-23

Amounts due over 30 days will be subject to a finance charge of .5% per month (or an annual rate of 6%). Minimum charge - 50 cents.

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Rd Ste 290
Eagan, Minnesota 55121
(651) 452-5000

Black Dog Watershed Management Organization
Attention: Daryl Jacobson
City of Burnsville
100 Civic Center Parkway
Burnsville MN 55337-3817

Page: 1
November 30, 2023
Account # 602-0000G
390

RE: GENERAL SERVICES
RENDERED TO DATE:

		HOURS	
11/15/2023	CAB Review agenda.	0.20	35.00
	CAB Attend meeting; travel to/from.	1.20	210.00
	AMOUNT DUE	1.40	245.00
	TOTAL CURRENT WORK		245.00
	PREVIOUS BALANCE		\$350.00
	TOTAL AMOUNT DUE		<u>\$595.00</u>


12-4-23

Amounts due over 30 days will be subject to a finance charge of
.5% per month (or an annual rate of 6%). Minimum charge - 50 cents.

DAKOTA COUNTY



SOIL & WATER
CONSERVATION DISTRICT

Dakota County Soil & Water Conservation District

4100 220th Street West, Ste 102
Farmington, MN 55024
(651) 480-7777
DakotaSWCD.Accounting@CO.Dakota.MN.US

Invoice

DATE	INVOICE #
12/31/2023	3345

BILL TO

Black Dog WMO
Daryl Jacobson, Administrator
13713 Frontier Court
Burnsville, MN 55337

AGREEMENT

2023 Agreement

BILLING PERIOD

Oct - Dec 2023

TERMS

Net 30 Days

DESCRIPTION

HRS/COUNT

RATE

AMOUNT

EDUCATION AND ASSISTANCE OUTREACH

Website Updates and Maintenance

3.5 90.00 315.00

Fee: Website Hosting

0 900.00 0.00

Landscaping for Clean Water Intro Class

0 3,600.00 0.00

Landscaping for Clean Water Design Course

0 7,200.00 0.00

Landscaping for Clean Water Maintenance Workshop

0 1,800.00 0.00

TECHNICAL ASSISTANCE

Landscaping for Clean Water Technical Assistance

6 500.00 3,000.00

COST SHARE

Landscaping for Clean Water Grant: Quinn, Zator, Christian-Larson,
Jansa, Richardson, and Tonkin

6 250.00 1,500.00

OK
Daryl Jacobson
1-9-24

It's been a pleasure working with you!

Total \$4,815.00

QUINN

RESIDENTIAL NATIVE GARDEN

DAKOTA COUNTY



SOIL & WATER
CONSERVATION DISTRICT



BEFORE

A native garden, also called natural landscaping, uses plants, trees and grasses that are suitable for growth in a particular geographical area



AFTER

PROJECT: Installation of a 3,500 sq. ft. residential native garden.

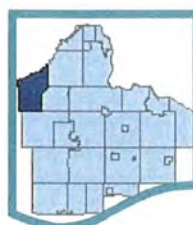
COST: Project materials cost estimated at \$4,564

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

Apple View Lane
Burnsville



PRACTICE:

- Native Garden

BENEFITS:

- Runoff volume reduction
- Slope stabilization
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2023

ZATOR

RESIDENTIAL NATIVE GARDEN



BEFORE

A native garden, also called natural landscaping, uses plants, trees and grasses that are suitable for growth in a particular geographical area



AFTER

PROJECT: Installation of a 300 sq. ft. residential native garden.

COST: Project materials cost estimated at \$682

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

Crater Court
Burnsville



PRACTICE:

- Native Garden

BENEFITS:

- Runoff volume reduction
- Slope stabilization
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2023

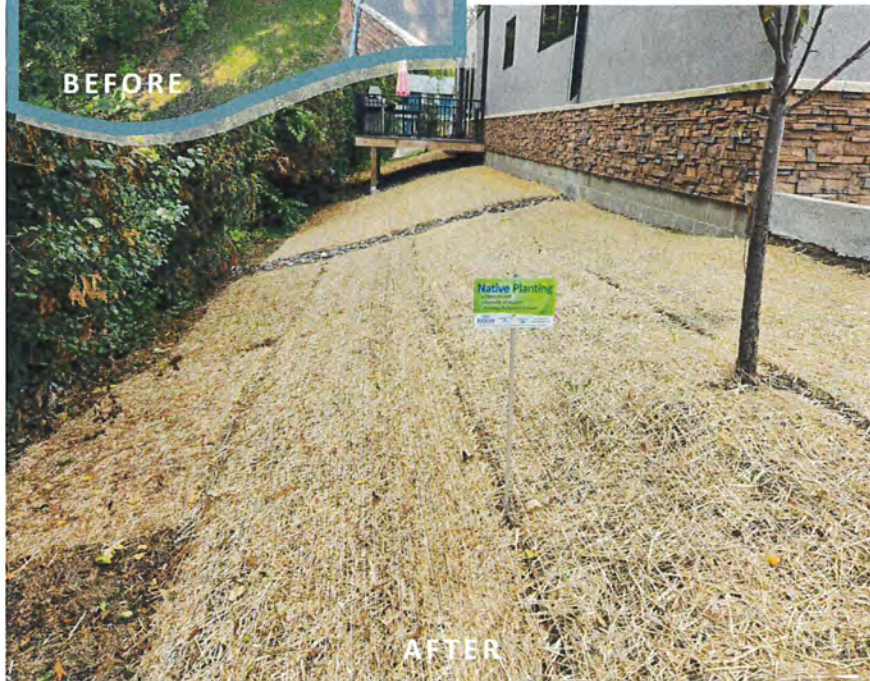


CHRISTIAN-LARSON RESIDENTIAL NATIVE PLANTING



BEFORE

A native planting also called natural landscaping, uses plants, trees and grasses that are suitable for growth in a particular geographical area



AFTER

PRACTICE:

- Native Planting

BENEFITS:

- Runoff volume reduction
- Slope stabilization
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2023

PROJECT: Installation of a 1,608 sq. ft. residential native garden.

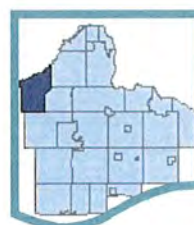
COST: Project materials cost estimated at \$580

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

Nicollet Avenue
Burnsville



JANSA

RESIDENTIAL RAINGARDEN

DAKOTA COUNTY



SOIL & WATER
CONSERVATION DISTRICT



BEFORE

A raingarden is a shallow depression that captures rainwater, removes pollutants, and soaks the water into the ground.



AFTER

PROJECT: Installation of a 128 square foot residential raingarden.

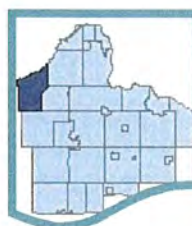
COST: Project materials cost estimated at \$456

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

Valley View Road
Burnsville



PRACTICE:

- Raingarden

BENEFITS:

- Runoff volume reduction
- Improved water quality
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2023



RICHARDSON RESIDENTIAL RAINGARDEN



BEFORE

A raingarden is a shallow depression that captures rainwater, removes pollutants, and soaks the water into the ground.



AFTER

PROJECT: Installation of a 144 square foot residential raingarden.

COST: Project materials cost estimated at \$515

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

Williamsburg Curve
Burnsville



PRACTICE:

- Raingarden

BENEFITS:

- Runoff volume reduction
- Improved water quality
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2023

TONKIN

RESIDENTIAL NATIVE GARDEN

DAKOTA COUNTY



SOIL & WATER
CONSERVATION DISTRICT



BEFORE

A native garden, also called natural landscaping, uses plants, trees and grasses that are suitable for growth in a particular geographical area



AFTER

PRACTICE:

- Native Garden

BENEFITS:

- Runoff volume reduction
- Slope stabilization
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2023

PROJECT: Installation of a 840 sq. ft. residential native garden.

COST: Project materials cost estimated at \$1,144

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

Wildwood Court
Burnsville



BLACK DOG WMO
CASH ACTIVITY REPORT 2023

					Expenditures:		Special Projects (General)	Special Projects (Capital)	Special Projects (Gen. Reserve)	Insurance	Legal & Audit	Admin Support	Public Education	Water Quality Monitoring	Conf Public	Contingency
Date	Description	Deposits	Check #	Check Amount	Monthly Cash Balance	General Engineering Support										
Balance as of 12/31/22					533,464.61											
18-Jan	Barr Engineering Co (2022)		1797	7,639.50		2,155.00	1,832.00		3,130.50		175.00			522.00		
18-Jan	Campbell Knutson (2022)		1798	175.00												
18-Jan	Metropolitan Council - Enviro Srvc (2022)		1799	3,420.00										3,420.00		
31-Jan	Interest Income	1,880.84														
01/31/23 Balance		1,880.84		11,234.50	524,110.95	2,155.00	1,832.00	-	3,130.50	-	175.00	-	-	3,942.00	-	-
15-Feb	Barr Engineering Co		1800	3,099.22		1,436.72	544.50						668.00	450.00		
15-Feb	Campbell Knutson		1801	630.00							630.00					
15-Feb	City of Burnsville (2022)		1802	24,032.91								24,032.91				
15-Feb	Dakota County Soil & Water (2022)		1803	1,005.00			750.00						255.00			
28-Feb	Interest Income	1,759.91														
02/28/23 Balance		1,759.91		28,767.13	497,103.73	1,436.72	1,294.50	-	-	-	630.00	24,032.91	923.00	450.00	-	-
31-Mar	Interest Income	1,977.10														
03/31/23 Balance		1,977.10		-	499,080.83	-	-	-	-	-	-	-	-	-	-	-
19-Apr	Barr Engineering		1804	11,558.72		2,361.72	862.00						1,990.00	6,345.00		
19-Apr	Campbell Knutson		1805	210.00							210.00					
19-Apr	Dakota County Soil & Water (2022)		1806	11,412.50			5,250.00						6,162.50	1,170.00		
19-Apr	Dakota County Soil & Water		1807	1,170.00												
30-Apr	Interest Income	1,969.34														
04/30/23 Balance		1,969.34		24,351.22	476,698.95	2,361.72	6,112.00	-	-	-	210.00	-	9,322.50	6,345.00	-	-
18-May	Barr Engineering		1808	11,122.90		2,828.72	4,039.18						1,283.00	2,972.00		
18-May	Campbell Knutson		1809	385.00							385.00					
31-May	Interest Income	2,018.05														
05/31/23 Balance		2,018.05		11,507.90	467,209.10	2,828.72	4,039.18	-	-	-	385.00	-	1,283.00	2,972.00	-	-
21-Jun	Barr Engineering		1810	7,263.99		3,452.72	2,020.77				35.00		1,790.50	-		
21-Jun	Campbell Knutson		1811	35.00												
21-Jun	League of MN Cities Insurance Trust		1812	2,842.00						2,842.00						
30-Jun	Interest Income	1,930.28														
06/30/23 Balance		1,930.28		10,140.99	458,998.39	3,452.72	2,020.77	-	-	2,842.00	35.00	-	1,790.50	-	-	-
31-Jul	Interest Income	1,965.67												-	-	
07/31/23 Balance		1,965.67		-	460,964.06	-	-	-	-	-	-	-	-	-	-	-
16-Aug	Barr Engineering		1813	10,920.07		5,575.19	4,607.38						737.50	-		
16-Aug	Campbell Knutson		1814	280.00							280.00					
16-Aug	Dakota County Soil & Water Conserv Dist		1815	14,460.00			14,100.00						360.00			
31-Aug	Interest Income	2,018.73														
08/31/23 Balance		2,018.73		25,660.07	437,322.72	5,575.19	18,707.38	-	-	-	280.00	-	1,097.50	-	-	-
20-Sep	Barr Engineering		1816	7,033.14		3,980.00	3,053.14									
20-Sep	Campbell Knutson		1817	297.50							297.50					
14-Sep	City of Lakeville	28,310.00														
22-Sep	City of Apple Valley	11,404.00														
22-Sep	City of Eagan	586.00														
30-Sep	Interest Income	1,995.01														
09/30/23 Balance		42,295.01		7,330.64	472,287.09	3,980.00	3,053.14	-	-	-	297.50	-	-	-	-	-
18-Oct	Barr Engineering		1818	5,614.68		3,437.00	2,177.68									
18-Oct	Campbell Knutson		1819	245.00							245.00					
18-Oct	Dakota County Soil & Water Conser Dist		1820	8,520.00									8,520.00			
30-Oct	City of Burnsville	103,200.00														
31-Oct	Interest Income	2,207.31														
10/31/23 Balance		105,407.31		14,379.68	563,314.72	3,437.00	2,177.68	-	-	-	245.00	-	8,520.00	-	-	-
15-Nov	Barr Engineering		1821	4,789.00		4,528.50	260.50									
30-Nov	Interest Income	2,457.44														
11/30/23 Balance		2,457.44		4,789.00	560,983.16	4,528.50	260.50	-	-	-	-	-	-	-	-	-
21-Dec	League of MN Cities	243.00														
31-Dec	Interest Income	2,497.80														
12/31/22 Balance		2,740.80		-	563,723.96	-	-	-	-	-	-	-	-	-	-	-
Total Revenue		168,420.48	Total Expense		138,161.13	29,755.57	39,497.15	-	3,130.50	2,842.00	2,257.50	24,032.91	22,936.50	13,709.00	-	-
Less: 2022 A/R		-	Less: 2022 A/P		(47,684.91)	(2,155.00)	(7,832.00)	-	(3,130.50)	-	(175.00)	(24,032.91)	(6,417.50)	(3,942.00)	-	-
December LMC insurance reclass		(243.00)			(243.00)											
Total YTD 2023 Revenue		168,177.48	Total YTD 2023 Exp		90,233.22	27,600.57	31,665.15	-	-	2,842.00	2,082.50	-	16,519.00	9,767.00	-	-
			2023 Budget		158,200.00	43,000.00	37,300.00	-	-	2,500.00	5,000.00	24,000.00	25,700.00	15,200.00	500.00	5,000.00
			Budget Remaining		67,967.00	15,399.00	5,634.85	-	-	(342.00)	2,917.50	24,000.00	9,181.00	5,433.00	500.00	5,000.00
YTD Interest Income		24,677.48														

BLACK DOG WATER MANAGEMENT COMMISSION

Budget Performance Report December 31, 2023

	CURRENT MONTH	YEAR TO DATE			
	ACTUAL	GENERAL FUND BUDGET	CAPITAL IMPROVEMENT FUND BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
Opening Fund Balance		\$ 382,290	\$ 103,489	\$ 485,780	
REVENUES :					
Member Contributions:					
City of Apple Valley	\$ -	\$ 10,412	\$ 992	\$ 11,404	\$ -
City of Burnsville	-	94,014	9,186	103,200	-
City of Eagan	-	586	-	586	-
City of Lakeville	-	25,988	2,322	28,310	-
Total Member Contributions	-	131,000	12,500	143,500	-
Other Revenues:					
Interest	\$ 2,498	\$ 40	\$ -	\$ 24,677	\$ 24,637
Grant (State of MN BWSR)	-	-	-	-	-
Total Other Revenue	2,498	40	-	24,677	24,637
Total Revenues	\$ 2,498	\$ 131,040	\$ 12,500	\$ 168,177	\$ 24,637
EXPENDITURES :					
General Engineering Support	\$ -	\$ 43,000	\$ -	\$ 27,601	\$ 15,399
Special Projects - General Fund	-	37,300	-	31,665	5,635
Special Projects - Capital Improvement Fund	-	-	-	-	-
Special Projects - General Fund Reserve	-	-	-	-	-
Insurance	(243)	2,500	-	2,599	(99)
Legal and Audit	-	5,000	-	2,083	2,918
Administrative Support	-	24,000	-	-	24,000
Public Education	-	25,700	-	16,519	9,181
Water Quality Monitoring	-	15,200	-	9,767	5,433
Conference/Publications	-	500	-	-	500
Contingency	-	5,000	-	-	5,000
Total Expenditures	(243)	158,200	-	90,233	67,967
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	2,741	(27,160)	12,500	77,944	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES PLUS OPENING FUND BALANCE				563,724	
TOTAL CASH AVAILABLE 12/31/2023	563,724				
Fund Balance 12/31/2023	\$ 563,724				

January 9, 2024

Daryl Jacobson
Black Dog WMO
City of Burnsville
13713 Frontier Court

Burnsville, MN 55337-4720

Re: Rate Schedules

Dear Daryl Jacobson

Enclosed are Barr Engineering Co.'s rate schedules for the 2024 fiscal year (Barr's 2024 fiscal year runs from December 30, 2023, through December 27, 2024). Per the provisions of our contractual arrangement, these schedules are proposed as the basis for our 2024 work for Black Dog WMO. In 2024, Greg Williams will be the WMO Engineer, and I will continue as the Principal-in-Charge for Black Dog WMO.

Please also accept this letter as notification that we have renewed our professional and general liability insurance. If our agreement with you requires that you receive a current insurance certificate, you should already have received that directly from our insurance representative. If you have not, or if you have any questions regarding our insurance coverages, please contact me.

We remain committed to providing superior technical expertise, sound advice, and attention to you and your organization's needs and ask for your feedback if you feel we aren't measuring up to those goals. We appreciate your confidence in Barr and look forward to being of continued service. If you have any questions about our rate schedules or our work for you, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Karen L. Chandler". The signature is fluid and cursive.

Karen Chandler
Vice President

Enclosures



Fee Schedule—2024

Rev. 12/5/2023
Sheet 1 of 1

Description	Rate* (U.S. dollars)
Vice President	\$170-350
Consultant/Advisor	\$205-325
Engineer/Scientist/Specialist IV	\$175-200
Engineer/Scientist/Specialist III	\$145-170
Engineer/Scientist/Specialist II	\$120-140
Engineer/Scientist/Specialist I	\$80-115
Technician IV	\$155-200
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$70-90
Support Personnel III	\$155-200
Support Personnel II	\$95-150
Support Personnel I	\$60-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full-day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses, including but not limited to costs of transportation, lodging, parking, postage, shipping, and incidental charges, will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

Vice President category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g., engineers, geologists, and landscape architects) and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.



Copy Production Rate Schedule—2024

Rev. 12/5/2023

Sheet 1 of 1

Description

(U.S. dollars)

	Rate	Unit
Reproduction, Printing/Plotting, Miscellaneous		
Report Binding	2.25	ea
3-Ring Binder 1/2 in	2.75	ea
3-Ring Binder 1 in	6.00	ea
3-Ring Binder 1-1/2 in	4.00	ea
3-Ring Binder 2 in	6.00	ea
3-Ring Binder 2-1/2 in	9.70	ea
3-Ring Binder 3 in	9.60	ea
3-Ring Binder 4 in	13.00	ea
3-Ring Binder 11 in x 17 in	35.00	ea
3-Ring Binder 5 in	19.00	ea
CD Holders	1.00	ea
Tabs	0.50	ea
Laminated Pocket Sheets	0.75	ea
Photocopies (large format)	1.00	copy
Color Plotter (HP755/3500 Bond)	2.00	sq ft
Color Plotter (HP755/3500 Photograph)	4.00	sq ft
B&W Copies or Prints	0.08	copy
Color Copies or Prints	0.50	copy
Postage	USPS rate	ea



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 1 of 11

Description

(U.S. dollars)

	Rate	Unit
Non-Expendable Equipment		
<i>Air Quality</i>		
Acrulog Air Monitor	100.00	day
Aeroqual S500 Air Monitor	100.00	day
Air Cooled M5 Probe/Oven Assembly	330.00	day
Ambient SO2 Monitor	110.00	day
Analytical Balance	6.60	ea
Analyzer Filter Oven	16.50	day
Analyzer Support Kit (a.)	440.00	day
Anemometer	55.00	day
CO Analyzer	275.00	day
CO Cal Gases (set of 2)	44.00	day
CO/O2/CO2 Regulators (set of 2)	22.00	day
Data Logger	44.00	day
Digital Calibrator	33.00	day
Dilution Calibrator	220.00	day
Dual Pen Strip Chart	55.00	day
EPA 6 SO2 Analysis Kit	65.00	day
EPA General Wet Method Prep	25.00	run
EPA Method 202	140.00	test
EPA Method 202 - Dry reag/proof blank	36.00	run
EPA Method 202 - Dry Sample & Blank	52.00	run
EPA Method 202 - Wet Sample & Blank	32.00	run
EPA Method 25 (TGNMO) Sampling Train	275.00	day
EPA Method 3 ORSAT Analyzer	27.50	day
EPA Method 30B Probe	55.00	day
EPA Method 4	300.00	day
EPA Method 5 Sample & Blank	16.50	run
EPA Method 5 Sampling Train	440.00	day
EPA Method 5 Wet Test Meter Calibrator	265.00	day
FEM PM2.5 Particulate Sampler	1,650.00	month
Gas Conditioner	66.00	day
Heated Sample Line (100')	110.00	day
Heated Sample Line (150')	110.00	day
Heated Sample Line (50')	66.00	day
Hivol Ambient Sampler Calibration Kit	27.50	day
Hydrocarbon Calibration Gases	65.00	day
Hydrocarbon Regulator Set	33.00	day
Met Station Calibration Kit	130.00	day
Meteorological Station	1,100.00	month
Midget Impinger Sample Line	55.00	day
Midget Impinger Sampling Train	45.00	day



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 2 of 11

Description

(U.S. dollars)

	Rate	Unit
MKS Multi-Gas Analyzer	1,210.00	day
Model 302 Gas Chromatograph	400.00	day
NCASI Method 8A Train	275.00	day
NCASI Sample Train	55.00	day
NOx Analyzer	285.00	day
NOx Cal Gases (set of 2)	44.00	day
NOx/SO2 Regulators (set of 2)	27.50	day
O2/CO2 Analyzer	275.00	day
O2/CO2 Cal Gases (set of 2)	44.00	day
Ohio Lumex Mercury Analyzer	1,650.00	day
PM 10/2.5 In Stack Separators	110.00	day
PM10 BAM-1020	410.00	month
PM10 HiVol	132.00	month
Portable Oxygen Analyzer	44.00	day
Primary Standard Flow	65.00	day
Single Pen Strip Chart Recorder	38.50	day
SO2 Analyzer	330.00	day
SO2 Calibration Gas	44.00	day
SO2 Monitoring	1,760.00	month
SPM Flex	1,650.00	month
Testo 350 Portable Analyzer	297.00	day
Total Hydrocarbon Analyzer	440.00	day
TRS Kit	110.00	day
TSP Hi-Vol Sampler	33.00	day
Unheated Sample Line 100 ft.	44.00	day
Universal Control Console (Vost Meter)	275.00	day
Volumetric Air Flow Measure	65.00	day
Volumetric and Mass Flow Calibrator	110.00	day
<i>Field Equipment</i>		
1-1/2 in Multi-Stage Pump	65.00	day
1-1/2 in Submersible Purge Pump	35.00	day
360 Degree Camera	18.00	day
4 in Submersible Pump	300.00	day
4 in. OD C.A.B. Tube	15.00	foot
Alkalinity Test Kit	8.00	test
Alpha Water Bottle	3.00	ea
Aqua Troll 600	165.00	day
Aqua Troll 600 w/Extra Sensor	180.00	day
Arc Flash Label Printer	5.00	use
Area/Velocity Flow Meter	35.00	day
Auto Sampler w/Depth Sensor & Flowmeter	60.00	day
Automatic Sampler	30.00	day



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 3 of 11

Description

(U.S. dollars)

	Rate	Unit
Bladder Pump w/Controller	125.00	day
Clarifier Pilot Test Unit	72.00	day
Conductivity Meter	20.00	day
Conductivity Meter Plus	35.00	day
Current Meter Suspension Kit	55.00	day
Data Transfer System (DTU)	22.00	day
Depth Sensor/Flow Meter only	30.00	day
Differential Pressure Datalogger	18.00	day
Disposable Vapor Manifold Kit w/o Pin	3.00	ea
Dissolved Oxygen Meter	40.00	day
Dissolved Oxygen Sensor/Datalogger	30.00	day
Dissolved Oxygen-Conductivity Meter	40.00	day
DSLR Camera w/24-120mm lens	75.00	day
Ekman Dredge	6.00	day
Electric Vacuum Pump	10.00	day
Electrical Pilot Skid	50.00	day
Electromagnetic Flowmeter	65.00	day
Environmental Equipment Shelter	2.75	day
Extensometer	40.00	day
Field-Rugged Laptop or Pocket PC	25.00	day
FieldSink	8.00	day
Fluorometer Kit Model 10-AU	240.00	day
Gas Centrifugal Pump	26.75	day
Gas Generator	30.00	day
Gator Diesel Air Compressor	60.00	day
GEM-2000 Landfill Gas Analyzer	150.00	day
Go-Pro Camera	20.00	day
Handheld Velocity Flow Meter	42.00	day
Hand Vacuum Pump	2.30	day
Heavy-Duty Weed/Brush Trimmer	17.00	day
HOB0 Weather Station	21.00	day
Isco Laser Flowmeter	48.00	day
Kemmerer Vertical Bottle Sampler	33.50	day
Laser Flowmeter w/Telemetry	50.00	day
Laser Flowmeter w/o Telemetry	47.50	day
Level Troll-Water Level/Temp Transducer	85.00	day
LR-24 Electro-Fisher	200.00	day
Measurement & Control Datalogger	13.00	day
Mini-Block Sampler	500.00	use
Oil Water Interphase Probe	60.00	day
Orbital Shaker Table	105.00	day
Peristaltic Pump	45.00	day



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 4 of 11

Description

(U.S. dollars)

	Rate	Unit
Petite Ponar Dredge	15.00	day
PH Meter	30.00	day
Phipps & Bird Jar Tester	30.00	day
Pneumatic Slug Kit	9.00	day
Porewater Sampling Supplies (6)	40.00	pack
Portable Colorimeter	55.00	day
Portable Doppler/TT Ultrasonic Flowmeter	69.00	day
Portable Field Scale	15.00	day
Portable Greenhouse Gas Analyzer	200.00	day
Portable SVE Blower	30.00	day
Power Cable for Sodar Equip	167.00	month
Radon Monitor	62.00	day
RST SglChannel Vibrating Wire Datalogger	4.00	day
Sediment Corer	50.00	day
Seisgun	60.00	day
Shear Cell	419.00	day
SidePak Aerosol Monitor	150.00	day
Sodar Trailer (3 Month Minimum)	3,000.00	month
Soil Core Sampler/Bucket Auger	30.00	day
Soil Vapor Extraction System w/Trailer	135.00	day
Soil Vapor Recovery Parts (Point Tubing)	10.00	use
Soil Vapor Recovery System	40.00	day
Solar Panel Module w/Charge Controller	12.00	day
Sontek ADV (Acoustic Doppler Velocimeter)	140.00	day
Spectrometer UV/VIS Ocean Optics	115.00	day
Spill Containment Kit	10.00	day
Split Tube Soil Probe/Hand Auger	12.00	day
SS Submersible Pump Controller	45.00	day
Stainless Steel Vapor Sampling Manifold	4.00	use
SteamPro ADCP	450.00	day
Stroboscope	25.00	day
Submersible Pump SS w/Controller	150.00	day
Temperature Datalogger	1.50	day
TempLevelConductivity Meter (Solinst)	45.00	day
Tent	15.00	day
TracOne Truck Rack	11.00	day
Turbidimeter	25.00	day
Turbidity Sensor w/Cable - DTS-12	43.00	day
Underwater Viewing Camera	60.00	day
Unmanned Aircraft System (UAS)	160.00	hour
UV Organics Monitor	22.00	day
Vapor Pin Temporary Install Kit	50.00	use



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 5 of 11

Description

(U.S. dollars)

	Rate	Unit
Vehicle Winch	25.00	day
Vibracoring System for Pontoon	500.00	day
Vibracoring System for Jon Boat	150.00	day
VW Piezometer/Data Logger Combo	200.00	use
Water Quality Meter (YSI 556 MPS)	85.00	day
Water Quality Meter (YSI ProDSS)	165.00	day
Well Downrigger	13.00	day
Well Level Indicator	25.00	day
Wireless Troll Com	25.00	day
WTW 1970i Conductivity Meter	85.00	day
XL Backpack	7.00	day
X-Ray Fluorescence Analyzer	380.00	day
Zooplankton	145.00	day
Zooplankton Net	7.00	day
<i>GSHM Hardware and Software</i>		
AMTS Protective Enclosure	150.00	month
Geomos Alarm Package	300.00	month
Geomos Software - Total Station Control So	600.00	month
iPad and Tablet Computer	20.00	day
Logger Box - CR300	55.00	month
Logger Box - CR6/CR1000	125.00	month
MNFI Database Search	250.00	ea
Multi-Channel Geonet Logger	75.00	month
Scanning AMTS Package	1,500.00	month
Three Single Channel Logger and VW Crack	125.00	month
Three Single Channel Loggers and VW Crack	250.00	month
Total Station Monitoring Package	2,500.00	month
VDM Site License Rental Fee - 1 Site License	15.00	month
Vibration System	1,500.00	day
Weekly AMTS Active Monitoring	1,250.00	week
Weekly AMTS Inactive Monitoring	310.00	week
Wi-Fi Hotspot	10.00	day
Wireless Vibration Sensor (CX-1)	840.00	month
Wireless Vibration Sensor Base (SNA-1)	1,440.00	month
<i>Materials and Testing</i>		
Borehole Camera System	200.00	day
Brass Sieve Set	6.00	day
Chlorophyll a (CHL a)	60.00	day
Coarse Sieve Set	10.00	day
Concrete Air Meter	36.00	day
Concrete Test Hammer	40.50	day
Cordless Portable Band Saw	30.00	day



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 6 of 11

Description

(U.S. dollars)

	Rate	Unit
Cordless Work Light	30.00	day
Cyre Sampler	150.00	day
Cyre Sampler Push Frame	100.00	day
DL Plus Ultrasonic Kit	62.00	day
Double Ring Infiltrrometer	65.00	day
Dual-Mass Dynamic Cone Penetrometer	50.00	day
Dye Penetrant Kit	22.00	day
Filter Press	160.00	day
Flat Plate Dilatometer	500.00	day
Flux Chamber	32.00	day
GeoKon Black Handheld VW Reader	20.00	day
Geomil VST Electrical Vane Tester	500.00	day
Hand Vane Shear	98.50	day
Heavy-Duty Balance	16.00	day
Hilti Hammer Drill	25.00	day
Horizontal Sample Ejector	29.50	day
In-Place Inclinator (IPI) System	47.50	day
IPI System Data Acquisition Auxiliary Station	16.00	day
IPI System Data Acquisition Base Station	20.00	day
Kessler Field Moisture Oven	45.00	day
Limnology Lab	75.00	day
Liquid Limit Set	7.50	day
Load Plate Apparatus	230.00	day
Magnetic Crawler	48.00	day
Magnetic Particle Kit	38.00	day
Manual Extensometer (SlideMinder)	32.00	day
Metal Thickness Gauge	50.00	day
Minimate Plus Blast Monitor	100.00	day
MPD Infiltrrometer - Triple Kit	61.00	use
Paint Thickness Gauge	15.00	day
Phytoplankton	145.00	day
Platform Beam Scale	14.75	day
PLC Lab	10.00	hour
PLC Lab	25.00	half day
PLC Lab	40.00	day
Pneumatic Readout	95.00	day
Point Load Testing System	100.00	day
Portable CPT	200.00	day
Power Auger	43.00	day
Proctor Set	4.50	day
Proving Ring Penetrometer	36.00	day
Resistivity Meter (Ultra Mini-Res)	110.00	day



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 7 of 11

Description

(U.S. dollars)

	Rate	Unit
SAA Field Power Unit	25.00	day
Sample Splitter	5.00	day
Sand Cone Set	10.00	day
Shaw Backpack Core Drill	450.00	day
Silverwing Crawler	400.00	day
SINCO Inclinometer Probe	200.00	day
Soluble Reactive Phosphorus	28.00	day
Steel Inspection Kit #1	100.00	day
Steel Inspection Kit #2	300.00	day
Step Down Transformer (480V to 240V)	75.00	day
Strain Gage Monitoring and Logging System	350.00	month
Thermal Imaging Camera Flir E60	170.00	day
Torvane Shear Device	2.50	day
Total Dissolved Phosphorus	30.00	day
Total Nitrogen (TN)	40.00	day
Total Phosphorus (TP)	23.00	day
Vane Inspection Kit	19.00	day
Vertek CPT Equipment	593.00	day
Vibrating Wire Logger SINCO VW2104	24.00	day
Water Treatment Lab	200.00	day
Weld Inspection Equipment	12.00	day
<i>Safety</i>		
Aerosol Monitor (PDR-1000)	67.75	day
Automatic External Defibrillator (AED)	14.00	day
Calibration Gas Kit	8.75	day
Cell Booster	6.00	day
CO Monitor (ISC T82)	36.00	day
Confined Space Rescue Retrieval Kit	295.00	day
Confined Space Ventilator	54.75	day
Detector Tube Pump	15.00	day
Diesel Particulate Monitor Kit FLIR	200.00	day
Dry Cell Air Flow Calibrator	50.00	day
Emergency Escape Breathing Apparatus	18.00	day
Flame Ionization Detector TVA1000	133.00	day
Flotation Worksuit	19.75	day
Full Face Respirator	8.00	day
H2S Meter (I.S.C T40)	27.00	day
Half-Face Respirator	6.00	day
Helium Detector	55.00	day
InReach Satellite Communication Device	10.75	day
MSHA Kit	25.00	day
MX4 - O2 LEL H2S & CO 4 Gas Meter	45.00	day



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 8 of 11

Description

(U.S. dollars)

	Rate	Unit
MX6 - 6 Gas Meter	65.00	day
Noise Dosimeter	74.00	day
PAPR (Powered Air Purifying Respirator)	19.00	day
Personal Air Sampling Pump (SKC)	38.00	day
Photoionization Detector 10.6eV Lamp	110.00	day
Photoionization Detector 11.7eV Lamp	130.00	day
RKI Eagle-2 Multi-gas Monitor	105.00	day
Satellite Phone	13.35	day
Self-Retracting Lifeline-30'	56.00	day
Sound Level Meter	48.75	day
Spot Messenger Device	5.85	day
Supplied Air Breathing W/SCBA	75.50	day
Traffic Control Signs	2.10	day
UltraRAE 3000 Photoionization Detector	150.00	day
<i>Survey</i>		
Aquatic Invasive Species Decon System	187.00	day
Cellular Modem	110.00	month
Cellular Modem Antenna	27.50	month
Centimeter Grade Differential GPS System	180.00	day
Chain Saw	25.25	day
Communication Radios (set)	19.50	day
Differential GPS System (Trimble)	155.00	day
Garmin GPS	13.00	day
GPS-Digital Camera Kit	24.25	day
Hand Ice Auger	7.70	day
iPad with R1 GPS Receiver	55.00	day
Iron Locator	19.25	day
Laser Range Finder	96.00	day
LCD Depth Locator	12.50	day
Leica HDS ScanStation P20 or P40	137.00	hour
Leica Scanner RTC 360	125.00	hour
Leica Structural Monitoring AMTS	107.00	day
Matrice 300 RTK UAS	500.00	day
Modem Antenna (in excess of 3 months)	5.50	month
Power Ice Auger	33.00	day
R1 Receiver	45.00	day
Real-Time Kinematic (RTK) GPS Survey System	31.00	hour
Robotic Total Station	31.00	hour
Side Scanning Depth Finder	82.50	day
Spectra Laser Level	27.50	day
Survey Set (Level Tripod Rod)	22.75	day
Utility Locator	45.00	day



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 9 of 11

Description

(U.S. dollars)

	Rate	Unit
Z-Boat Bathymetry Survey System	165.00	hour
<i>Vehicles, Boats, and Trailers</i>		
18 Foot Jon Boat & Trailer	150.00	day
4WD All-Terrain Vehicle (Ranger)	125.00	day
Air Sampling Trailer	125.00	day
Barr Owned Vehicle Use	105.00	day
Barr Owned Vehicle Use (combined use + mileage)	155.00	day
Vehicle – personal (b.)	72.50	day
Bathymetry Survey System - Boat Attachment	545.00	day
Canoe	45.00	day
DOT Heavy Trailer Mileage	0.25	mile
Jon Boat & Trailer	70.00	day
Kayak	50.00	day
Outboard Motor	50.00	day
Pontoon Boat Coring Platform	325.00	day
Tracked All-Terrain Vehicle (Ranger)	350.00	day
Trolling Motor and Battery	52.00	day
Utility Trailer	40.00	day
Yakima Canoe Trailer	38.00	day
<i>Communications and Imaging</i>		
Data Fees GT-5	44.08	month
Digital Camera	12.00	day
Video Camera	20.00	day
Expendable Field Supplies		
1 Liter Hazmat Cooler Packaging	124.00	ea
1/4 in ID PVC Tubing	0.30	foot
1/4 in ID Silicone Pump Tubing	1.80	foot
1/4 in Teflon Tubing for Vapor Manifold	4.90	foot
10cm Rhizon CSS w/Needle	25.70	ea
2 Liter Hazmat Cooler Packaging	141.60	ea
250 ML Disposable Filtration Apparatus	19.00	ea
3/16" ID Silicone Pump Tubing (per foot)	2.10	foot
3/8 in ID PVC Tubing	0.50	foot
3/8 in ID Silicone Pump Tubing	9.60	foot
3/8 in Teflon Tubing for Vapor Manifold	9.30	foot
3M Versaflo P100 PAPR Filter	86.00	ea
4-mil Quart Reclosable Bag (pack of 50)	5.70	pack
5-Gallon Hazmat Packaging	17.10	ea
500 ML Disposable Filtration Apparatus	33.30	ea
5-Gallon Pail w/Lid	14.10	ea
Bladder Pump Tubing 1/4 in	1.70	foot
Compressed Nitrogen (ea. 84 CF Q tank)	9.50	month



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023

Sheet 10 of 11

Description

(U.S. dollars)

	Rate	Unit
Core Tubing - 2 in Clear PVC	9.50	foot
Core Tubing - 3 in Aluminum	3.10	foot
Detector Tubes	21.90	ea
Distilled Water (each 1 gallon)	1.80	ea
Dot Gloves	1.70	ea
Encore Sampler - 5 or 25 Gram	9.00	ea
Fabric Soil Sample Bag	3.00	ea
Fence Post & Hardware for Stream Gauges	15.40	ea
Field Book/Construction Diary - Large	26.90	ea
Field Book/Construction Diary - Small	10.70	ea
Hydrochloric Acid - per Liter	9.10	ea
Ice (per bag)	2.50	ea
In-Line Groundwater Filter	18.40	ea
Knit Gloves Nitrile Coated	4.90	pair
Knit Gloves Nitrile Coated Insulated	7.80	pair
Latex Boot Covers	10.00	pair
Lath 4' (bundle of 50)	61.00	bundle
Leather Gloves	23.30	pair
Lock	18.00	ea
Nitrile Gloves - Heavy Duty	1.50	pair
Paper Towels (per roll)	2.40	roll
Pin Flagging (bundle of 100)	14.70	bundle
Polyethylene Tubing for Bladder Pump ¼"	0.20	foot
Powder Pillow Pack for Colorimeter	2.00	ea
PVC Coated Heavy Winter Gloves	15.40	pair
RAE-Sep Benzene Separation Tube	4.90	ea
Replacement Bladder Kit for QED Pump	23.40	ea
Respirator Cartridges - OVAG	27.70	pair
Respirator Cartridges - Particulate	12.50	pair
Rock Chip Tray	2.50	ea
Roll Flagging - 150'	4.60	ea
Snap Top Sediment Container - 8 oz.	1.30	ea
Spray Paint	8.00	ea
Staff Gauge	65.20	ea
Stakes (bundle of 50)	40.00	bundle
Surgical Gloves - Thin Nitrile	0.30	pair
Tree Tags and Nails (bundle of 100)	18.00	bundle
Tyvek Boot Covers	3.50	pair
Tyvek/Kleenguard Coverall	8.50	ea
Vapor Pin - Permanent Install Kit	100.50	ea
Versaflo OVAG/P100 PAPR Filter	165.00	ea
Weighted Disposable Bailer	5.90	ea



Rental Equipment Rate Schedule—2024

(Alphabetized)
(see general and end notes)

Rev. 12/5/2023
Sheet 11 of 11

Description

(U.S. dollars)

	Rate	Unit
Whirl-Pak Headspace Bags (packs of 50)	16.00	pack
Winter Glove Liner Blue Knit	3.30	ea
Zooplankton Bottle	2.20	ea

General Notes: Applicable to all Equipment Listed on this Schedule

1. Minimum rental period is 0.5 days unless noted.
2. Rental charges begin on the first day the equipment is used on a project.
3. Rental charges end on the last day the equipment is used on a project.
4. A 25 percent weekly rate discount will apply to equipment rented on a daily basis for 5 or more days
5. A 40 percent monthly discount will apply to equipment rented on a daily basis for 20 or more days.
6. Equivalent equipment/models may be substituted for the items listed.
7. Mileage will be billed at the IRS-allowable rate.

End Notes: Applicable to Only the Equipment Noted

- a. Analyzer Support Kit includes the following: Airflow Kit, Heated Sample Line (50'), Heated Sample Line (100'), Gas Conditioner, Heated Filter Box, Single Pen Recorder, Dual Pen Strip Chart, Data Logger, C3/C4 Cal Gases (set), NO_x/SO₂ Cal Gases (set), CO Cal Gases (set), CO₂/O₂ Cal Gas (set of 2), SO₂ Cal Gas (set of 2), C3 Regulator Set, NO_x/SO₂ Regulators (set of 2), and CO/CO₂/O₂ Regulators (set of 2).
- b. Employee personal vehicles subjected to field, off-road, transport or other severe duty.



Specialty Software Services Rate Schedule—2024

Rev. 12/5/2023

Sheet 1 of 1

Description

(U.S. dollars)

	Rate	Unit
Software Application		
Autocase per project	2,000.00	ea
BioApp	20.00	day
Chemcad	40.00	hour
CYMCAP per project	5,000.00	ea
Eagle.io Data Source (unit/month)	15.00	ea
Eagle.io Data Sources < 10 units	150.00	month
Eagle.io Data Sources > 30 units	600.00	month
Eagle.io Data Sources 11-29 units	350.00	month
EVS Software	150.00	day
Flow-3D per project	3,000.00	ea
GaBi per project	3,000.00	ea
GoldSim	100.00	month
I-Site Software	70.00	hour
Metsim	35.00	hour
Muk3D	5.00	hour
PHAWorks	40.00	hour
PSCAD per study	3,000.00	ea
PVCase per project	1,000.00	ea
RISA Software per project	1,000.00	ea
Sarproz - InSAR per project	750.00	ea
Vista Data Vision Software (site/month)	15.00	ea
Vulcan Software	55.00	hour
WinSLAMM per project	350.00	ea

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
THE BLACK DOG WATERSHED MANAGEMENT ORGANIZATION
FOR EDUCATION, OUTREACH, AND TECHNICAL ASSISTANCE**

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District, a political subdivision of the State of Minnesota (SWCD) and the Black Dog Watershed Management Organization, a political subdivision of the State of Minnesota (BDWMO). 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 BDWMO for education, outreach, and technical assistance services to be provided by the SWCD to the BDWMO as more fully described herein.
2. **TERM.** This Agreement shall be in effect as of January 1, 2024, notwithstanding the dates of the signatures of the parties, 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 BDWMO with education, outreach and technical assistance services as provided in the *2024 SWCD Work Plan and Budget Prepared for Black Dog Watershed Management Organization*, which is attached and incorporated herein 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 BDWMO for all services provided pursuant to this Agreement shall not exceed \$31,500.00. The BDWMO shall pay SWCD for purchased services at the rates set out in Exhibit 1.
5. **TIME OF PAYMENT.** The BDWMO 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 BDWMO shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the BDWMO shall make payment within 35 days.
6. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The BDWMO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the BDWMO from questioning the propriety of the claim. The BDWMO 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 BDWMO 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 BDWMO'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 AND EMPLOYEE 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. A party shall not 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. The subcontracting party shall be responsible for the performance of its subcontractors unless otherwise agreed.
11. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
12. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of its own officers, employees and 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. 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.
13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by their respective Boards. 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.

To SWCD:

Brian Watson, or successor, District Manager
Dakota County SWCD
4100 220th Street West, Suite 102
Farmington, MN 55024
Telephone: (651) 480-7778

To BDWMO:

Curtis Enestvedt, or successor, Chair
BDWMO
100 Civic Center Parkway
Burnsville, MN 55337

14. 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 the SWCD and the BDWMO. 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:

SWCD Liaison: Curt Coudron, or successor
Telephone: (651) 480-7774
Email: curt.coudron@co.dakota.mn.us

BDWMO Liaison: Daryl Jacobson, or successor
Telephone: (952) 895-4574
Email: daryl.jacobson@ci.burnsville.mn.us

15. 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.
16. 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.
17. RECORDS RETENTION AND AUDITS. 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. 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.

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

**BLACK DOG WATERSHED MANAGEMENT
ORGANIZATION**

By _____
Curtis Enestvedt, or successor, Chair
Date of Signature _____

By _____
Mike Hughes, or successor, Vice Chair
Date of Signature _____

Approved as to form:

/s/ Dain L. Olson 1/9/24
Assistant Dakota County Attorney/Date
KS-24-20
SWCD Board Action #23.108

**DAKOTA COUNTY SOIL AND WATER CONSERVATION
DISTRICT**

By _____
Laura Zanmiller or successor, Chair
Date of Signature _____

2024 Work Plan and Budget
Black Dog Watershed Management Organization

Task	Calculation			Sub-total
Education and Outreach	Hours	Rate	Fees	
BDWMO Website Hosting and Maintenance	20	\$95.00	\$1,000.00	\$2,900.00
Host and maintain a website, as required by BWSR, with meeting information, plans, reports, grants and other information.	Fee is for web hosting			
Landscaping for Clean Water			\$13,300.00	\$13,300.00
Provide access to the Landscaping for Clean Water: Introduction Class Materials, Design Course Materials and Maintenance Workshop <i>Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance. Note: some classes may be virtual in 2024</i>	Introduction Classes= \$3,800 Design Courses= \$7,600 Maintenance Workshop= \$1,900			
Education and Outreach Total				\$16,200.00

Technical Assistance	Hours	Rate	Fees
Landscaping for Clean Water - Project installs			\$10,800.00
Technical assistance to homeowners including layout, mid-point and final inspections for raingardens, native plantings and shoreline stabilizations.		\$600 times 18 projects	
Technical Assistance Total			\$10,800.00

Cost Share	Fees	
Landscaping for Clean Water - Landowner Grants	\$4,500.00	\$4,500.00
Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies.	\$250 times 18 projects	
Cost Share Total		\$4,500.00

Total Agreement Not-to Exceed	\$31,500.00
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Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work 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.