



SERVING CARVER
COUNTY SINCE 1946

Mission Statement: Providing high quality assistance to the land managers and citizens of Carver County for the protection of land and water resources.

11360 Highway 212, Suite 6
Cologne, MN 55322

Phone: (952) 466-5230

Fax: (952) 466-2070

<http://www.co.carver.mn.us/swcd>

Minutes of the September 17, 2020 Carver SWCD Board meeting Conducted via video teleconference due to COVID-19 concerns.

Board Members Present:

Chair, Mark Zabel (present via video teleconference)
Vice Chair, Stanley Wendland (present via video teleconference)
Member, Robert Burandt (present in SWCD office)
Member, Marcus Zbinden (present via video teleconference)

Board Member Absent:

Secretary/Treasurer, Jeffrey Sons

SWCD Staff Present:

District Manager, Mike Wanous (present in SWCD office)
Administrative & Finance Specialist, Felicia Brockoff (present in SWCD office)
Resource Conservationist, Terry Meiller (present in SWCD office)

Other Attendees:

Carver County WMO staff, Tim Sundby
NRCS Team District Conservationist, Chris Schmidt (present via video teleconference)
NRCS Le Sueur County District Conservationist, Steve Breaker (present via video teleconference)

1. Call to Order

Chair Zabel called the meeting to order at 8:06 a.m.

2. Roll Call

Mike Wanous requested roll call. Supervisors Burandt, Wendland, Zabel, and Zbinden were present. Supervisor Sons informed Mike he would be absent from this meeting.

3. Agenda review and adoption

Burandt moved, Wendland seconded to approve the September 17 Agenda as presented. On roll call vote Burandt, Wendland, Zabel, Zbinden all voted aye; Sons, absent. Motion carried.

4. Consent Agenda.

Chair Zabel asked Mike if there was anything he wanted to highlight. Mike presented the Minutes and Treasurer's Report, while Terry Meiller explained the four cost-share applications listed on the consent Agenda. Wendland moved, Burandt seconded, to approve the following consent agenda items:

- a. Approval of August 20, 2020 meeting Minutes
- b. Acceptance of the August Treasurer's Report
- c. Cover Crop/Soil Health Contract for Jeff Sons, \$2,778.69 total
- d. Mark Hanson grassed waterway State cost-share contract 2018-01 approval (\$9,608.40 total cost estimate – \$7,206.30 in cost-share assistance)

- e. Karen Otto grassed waterway State cost-share contract 2018-02 approval (\$14,516.40 total cost estimate – \$10,887.30 in cost-share assistance)
- f. Ron Olson water and sediment control basin, and grade stabilization project contract approval (\$39,426.00 total cost estimate – \$29,569.50 cost-share assistance using FY2017 District Capacity funds)

On roll call vote Burandt, Wendland, Zabel, Zbinden all voted aye; Sons, absent. Motion carried.

5. District Technician vacancy update.

Mike reported that he and Terry Meiller conducted phone interviews with a few applicants. Tom Genelin started on Monday, September 14 as the District Technician. Tom was also SWCD's conservation intern in 2019.

6. Carver County Report

Paul was unable to attend this meeting but Tim Sundby, WMO staff, gave an update. The Advisory committee will be meeting Tuesday, September 29th. Agenda items include a report on the Brickyard Lake cleanup, and some cost-share items. The meeting will also feature the second part of the virtual WMO tour.

7. NRCS Report

Steve Braeker submitted a written report. He is in Carver County about once per week in the Waconia office. Steve discussed his report with the Board at this time. Wendland asked about the 7 wetland/HEL determinations that are still outstanding. Steve explained that the NRCS biologist needs to review the 1026 forms, and complete certified wetland determinations. Chris Schmidt, NRCS District team lead, also updated the Board at this time on the various programs. The Soil Conservationist position in Waconia which has been vacant since August of 2019, will be re-advertised. There was a lack of applicants this past July when the position opened, but it will be re-advertised soon.

8. SWCD Monthly Report

Staff reports were noted at this time. Wendland asked about the non-compliant buffer landowners. Mike explained there were 4 parcels that were reported to BWSR for non-compliance this spring. To date, all 4 parcels have since been issued letters of compliance.

9. Board of Supervisors Announcements

None were reported.

10. Adjourn

Wendland moved, Burandt seconded to adjourn the meeting at 9:01 a.m. On roll call vote Burandt, Wendland, Zabel, Zbinden all voted aye; Sons, absent. Motion carried.

Next Board Meeting: Thursday, October 15, 2020 at 8:00 AM
Tentative Location: Public Works Headquarters, Conference Room 1
11360 Highway 212, Cologne, MN 55322

Approved: _____
Secretary/Treasurer

Date signed: _____
SWCD Board Approval Date: October 15, 2020

Under Minnesota Statutes 13D.021 the Carver SWCD Board has determined that an in-person meeting is not practical or prudent because of a health pandemic and an emergency has been declared under chapter 12. The physical meeting location (Carver County Public Works Conference Room 3) is closed because it is not feasible to be open due to the health pandemic. This meeting was conducted via video teleconference due to COVID-19 concerns.

Carver Soil & Water Conservation District
Treasurer's Report
As of September 30, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1000 Checking-Security Bank						14,465.77
09/10/2020	3210	Cardmember Services	1335		104.37	14,361.40
09/10/2020	3211	Carver Co.	Vehicle Fuel		124.43	14,236.97
09/10/2020	3212	Culligan Bottled Water	114-09979618-6		33.77	14,203.20
09/10/2020	3213	Freshwater Society	2021 Weatherguide Wall Calendars		63.61	14,139.59
09/10/2020	3214	HSA Bank	#W256823 August Fees		10.00	14,129.59
09/10/2020			Funds Transfer-265158580	25,000.00		39,129.59
09/14/2020		QuickBooks Payroll Ser...	Created by Payroll Service on 09/0...		12,902.86	26,226.73
09/15/2020	DD0309	Brockoff, Felicia L.	Direct Deposit	0.00		26,226.73
09/15/2020	DD0310	Datres, Benjamin R.	Direct Deposit	0.00		26,226.73
09/15/2020	DD0311	Hentges, Pernel J.	Direct Deposit	0.00		26,226.73
09/15/2020	DD0312	Meiller, Terry J.	Direct Deposit	0.00		26,226.73
09/15/2020	DD0313	Ristow, Seth E.	Direct Deposit	0.00		26,226.73
09/15/2020	DD0314	Wanous, Richard M.	Direct Deposit	0.00		26,226.73
09/15/2020	EFT-201	HSA Bank	41-1385530		1,118.14	25,108.59
09/15/2020	EFT-202	Minnesota Revenue	7694248		803.00	24,305.59
09/15/2020	EFT-203	MSRS	Employee Elective		90.00	24,215.59
09/15/2020	EFT-204	PERA	9103-00		2,761.60	21,453.99
09/15/2020	EFT-205	United States Treasury	41-1385530		4,356.36	17,097.63
09/22/2020	3215	Hentges, Pernel J.	Steel Toe Work Boots Reimb.		150.00	16,947.63
09/23/2020			Funds Transfer-266709792	25,000.00		41,947.63
09/24/2020	3216	Carver County	September Insurance Premium		7,735.32	34,212.31
09/24/2020			Deposit-Drill	160.31		34,372.62
09/29/2020		QuickBooks Payroll Ser...	Created by Payroll Service on 09/2...		14,837.46	19,535.16
09/30/2020	DD0315	Brockoff, Felicia L.	Direct Deposit	0.00		19,535.16
09/30/2020	DD0316	Datres, Benjamin R.	Direct Deposit	0.00		19,535.16
09/30/2020	DD0317	Genelin, Thomas M.	Direct Deposit	0.00		19,535.16
09/30/2020	DD0318	Hentges, Pernel J.	Direct Deposit	0.00		19,535.16
09/30/2020	DD0319	Meiller, Terry J.	Direct Deposit	0.00		19,535.16
09/30/2020	DD0320	Ristow, Seth E.	Direct Deposit	0.00		19,535.16
09/30/2020	DD0321	Wanous, Richard M.	Direct Deposit	0.00		19,535.16
09/30/2020	EFT-206	HSA Bank	41-1385530		1,118.14	18,417.02
09/30/2020	EFT-207	Minnesota Revenue	7694248		935.00	17,482.02
09/30/2020	EFT-208	MSRS	Employee Elective		90.00	17,392.02
09/30/2020	EFT-209	PERA	9103-00		3,051.04	14,340.98
09/30/2020	EFT-210	United States Treasury	41-1385530		5,041.18	9,299.80
09/30/2020			Interest	1.02		9,300.82
Total 1000 Checking-Security Bank				50,161.33	55,326.28	9,300.82
1100 Savings-Security Bank						370,592.00
09/10/2020			Funds Transfer-265158580		25,000.00	345,592.00
09/23/2020			Funds Transfer-266709792		25,000.00	320,592.00
09/30/2020			Interest	99.66		320,691.66
Total 1100 Savings-Security Bank				99.66	50,000.00	320,691.66
1150 Savings Citizens NYA						78,757.89
09/30/2020			Interest	9.38		78,767.27
Total 1150 Savings Citizens NYA				9.38	0.00	78,767.27
1200 Investments CD's						467,204.25
12.SB&T **194 (0.55%-11/27/20)						204,754.68
Total 12.SB&T **194 (0.55%-11/27/20)						204,754.68
12.MCB **903 (2.25%-04/26/21)						158,113.37
Total 12.MCB **903 (2.25%-04/26/21)						158,113.37

Carver Soil & Water Conservation District
Treasurer's Report
As of September 30, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
		12.SB&T **162 (1.10%-11/11/21)				104,336.20
09/30/2020	2020-37		Interest Earned on CD *162	289.28		104,625.48
		Total 12.SB&T **162 (1.10%-11/11/21)		289.28	0.00	104,625.48
		Total 1200 Investments CD's		289.28	0.00	467,493.53
TOTAL				50,559.65	105,326.28	876,253.28



Serving Carver
County Since
1946

11360 Hwy. 212, Suite 6
Cologne, MN 55322
Phone: 952.466.5230
Fax: 952.466.2070
<http://www.co.carver.mn.us/SWCD>

Treasurer's Monthly Report Program Summary - September 2020

<u>Funds</u>	Cash Balance <u>8/31/2020</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash Balance <u>9/30/2020</u>
BWSR Buffer Implementation	\$30,910.63			\$30,910.63
BWSR District Capacity	\$268,717.81			\$268,717.81
BWSR DRAP Funds	\$0.00			\$0.00
BWSR Conservation Delivery	\$5,893.30			\$5,893.30
BWSR State Cost Share	\$56,688.20			\$56,688.20
County Ditch 6 BMP Grant	\$0.00			\$0.00
County	\$70,688.74		\$54,840.10	\$15,848.64
District	\$443,911.23	\$559.65	\$486.18	\$443,984.70
District Escrow	\$54,210.00			\$54,210.00
TOTAL	\$931,019.91	\$559.65	\$55,326.28	\$876,253.28
<u>Use of Cash</u>				
Certificates of Deposit	\$467,204.25	\$289.28		\$467,493.53
Checking - Security Bank	\$14,465.77	\$50,161.33	\$55,326.28	\$9,300.82
Savings - Security Bank	\$370,592.00	\$99.66	\$50,000.00	\$320,691.66
Savings - Citizens NYA	\$78,757.89	\$9.38		\$78,767.27
TOTAL	\$931,019.91	\$50,559.65	\$105,326.28	\$876,253.28

Carver SWCD Board Treasurer

Date

SWCD Board Acceptance Date: **October 15, 2020**

Carver Soil & Water Conservation District
Balance Sheet

As of September 30, 2020

	<u>Sep 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 Checking-Security Bank	9,300.82
1100 Savings-Security Bank	320,691.66
1150 Savings Citizens NYA	78,767.27
1200 Investments CD's	
12.SB&T **194 (0.55%-11/27/20)	204,754.68
12.MCB **903 (2.25%-04/26/21)	158,113.37
12.SB&T **162 (1.10%-11/11/21)	104,625.48
	<hr/>
Total 1200 Investments CD's	467,493.53
	<hr/>
Total Checking/Savings	876,253.28
	<hr/>
Accounts Receivable	
1300 Accounts Receivable	8,952.50
	<hr/>
Total Accounts Receivable	8,952.50
	<hr/>
Total Current Assets	885,205.78
	<hr/>
TOTAL ASSETS	<u>885,205.78</u>
	<hr/>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2300 Sales Tax Payable	893.97
2400 Unearned-Deferred Revenue	
2402 Buffer Implementation	30,910.63
2404 Conservation Delivery	5,893.30
2405 Cost-Share	56,688.20
2406 District Capacity Funds	268,717.81
	<hr/>
Total 2400 Unearned-Deferred Revenue	362,209.94
	<hr/>
Total Other Current Liabilities	363,103.91
	<hr/>
Total Current Liabilities	363,103.91
	<hr/>
Total Liabilities	363,103.91
	<hr/>
Equity	
3000 FUND BALANCE	518,130.90
Net Income	3,970.97
	<hr/>
Total Equity	522,101.87
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>885,205.78</u>

Carver Soil & Water Conservation District
Budget vs. Actual

January through September 2020

	Jan - Sep 20	Budget	\$ Over Budget	% of Budget
Income				
4000 Intergovernmental County				
4010 Annual Allocation	372,934.50	496,575.00	-123,640.50	75.1%
4020 CCWMO Projects	0.00	10,000.00	-10,000.00	0.0%
4030 Ditches/Misc. County Rev.	0.00	7,500.00	-7,500.00	0.0%
4040 WCA Services	0.00	10,000.00	-10,000.00	0.0%
Total 4000 Intergovernmental County	372,934.50	524,075.00	-151,140.50	71.2%
4100 Intergovernmental Local				
4110 Cities, WD, LGU Revenue	8,855.00	20,000.00	-11,145.00	44.3%
4120 MCD, MACD Revenue	12,590.82	15,000.00	-2,409.18	83.9%
Total 4100 Intergovernmental Local	21,445.82	35,000.00	-13,554.18	61.3%
4200 Intergovernmental State				
4202 Buffer Implementation	6,701.50			
4203 CD 6 BMP Grant	31,073.79			
4204 Conservation Delivery	13,804.70			
4205 Cost-Share	10,230.31			
4206 District Capacity Funds	75,630.15			
4207 DRAP C/S	24,579.30			
4208 Easement Reimbursements	17,569.50			
4209 FBA Grant (CREP Outreach)	43,338.00			
4200 Intergovernmental State - Other	0.00	343,500.00	-343,500.00	0.0%
Total 4200 Intergovernmental State	222,927.25	343,500.00	-120,572.75	64.9%
4300 Charges for Services				
4310 Envirothon Coordination	40.00	3,000.00	-2,960.00	1.3%
4320 Great Plains Drill Rental	2,997.00	3,000.00	-3.00	99.9%
4330 Tree & Native Seed Sales	11,535.39	12,000.00	-464.61	96.1%
Total 4300 Charges for Services	14,572.39	18,000.00	-3,427.61	81.0%
4400 Interest Earnings	7,109.12	5,000.00	2,109.12	142.2%
4500 Miscellaneous Revenues				
4510 MCIT Dividends	250.00			
4520 Misc. Reimbursable Items	1,181.50			
4500 Miscellaneous Revenues - Other	0.00	5,000.00	-5,000.00	0.0%
Total 4500 Miscellaneous Revenues	1,431.50	5,000.00	-3,568.50	28.6%
Total Income	640,420.58	930,575.00	-290,154.42	68.8%
Expense				
5000 District Operations				
5100 Personnel Services				
5101 Payroll Expenses	397,856.38	463,552.00	-65,695.62	85.8%
5102 Payroll Fees	141.50	600.00	-458.50	23.6%
5103 SWCD - FICA/Medicare	27,752.68	35,462.00	-7,709.32	78.3%
5104 SWCD - Insurance Ben.	61,164.25	75,000.00	-13,835.75	81.6%
5105 SWCD - PERA & DCP	28,869.94	34,766.00	-5,896.06	83.0%
5100 Personnel Services - Other	-54,422.09			
Total 5100 Personnel Services	461,362.66	609,380.00	-148,017.34	75.7%

Carver Soil & Water Conservation District

Budget vs. Actual

January through September 2020

	Jan - Sep 20	Budget	\$ Over Budget	% of Budget
5200 Other Services & Charges				
5201 Dues	6,649.03	7,500.00	-850.97	88.7%
5202 Education & Promotion	166.49	2,500.00	-2,333.51	6.7%
5203 Employee Expense	2,898.80	5,000.00	-2,101.20	58.0%
5204 Equipment Repairs	0.00	2,500.00	-2,500.00	0.0%
5205 MCIT Insurance Coverage	11,971.00	12,500.00	-529.00	95.8%
5206 Mileage	226.03	2,000.00	-1,773.97	11.3%
5207 Office Expenses, Misc.	2,825.53	11,000.00	-8,174.47	25.7%
5208 Professional Services	3,195.00	3,500.00	-305.00	91.3%
5209 Supervisor Expenses	0.00	3,000.00	-3,000.00	0.0%
5220 Vehicle/Equipment Expenses				
1410 [2015 GMC 1500]	705.75			
1620 [Polaris Ranger 570]	6.53			
1714 [2018 Ford Explorer]	623.31			
4401 [2001 Ford Ranger]	19.25			
4403 [2004 F0250 MnDOT]	663.92			
5221 Great Plains Drill	102.50			
5220 Vehicle/Equipment Expenses - Other	605.73	8,000.00	-7,394.27	7.6%
Total 5220 Vehicle/Equipment Expenses	2,726.99	8,000.00	-5,273.01	34.1%
Total 5200 Other Services & Charges	30,658.87	57,500.00	-26,841.13	53.3%
5300 Supplies - Office & Field	345.07	3,500.00	-3,154.93	9.9%
5400 Capital Outlay	9,031.88	40,000.00	-30,968.12	22.6%
Total 5000 District Operations	501,398.48	710,380.00	-208,981.52	70.6%
5500 Project Expenses				
5510 District Projects				
5511 CCCMO Project Expenses	209.91	45,000.00	-44,790.09	0.5%
5512 Ditches/Other Co. Depts.	774.99	1,500.00	-725.01	51.7%
5513 ETA/Misc. MCD Reimb.	3,999.50	20,000.00	-16,000.50	20.0%
5514 Tree Program Expenses	7,165.41	10,000.00	-2,834.59	71.7%
5515 MISC LGU Reimb. Items	1,181.50			
5510 District Projects - Other	300.00			
Total 5510 District Projects	13,631.31	76,500.00	-62,868.69	17.8%
5520 State Projects				
5521 Cost-Share Projects	31,475.01			
5522 District Capacity				
5522.01 Cover Crop Incentive	2,990.00			
5522.03 Pollinator Program	2,196.75			
Total 5522 District Capacity	5,186.75			
5523 CD6 Grant Expenses	30,721.75			
5525 Farm Bill Technician	54,036.31			
5520 State Projects - Other	0.00	143,695.00	-143,695.00	0.0%
Total 5520 State Projects	121,419.82	143,695.00	-22,275.18	84.5%
Total 5500 Project Expenses	135,051.13	220,195.00	-85,143.87	61.3%
Total Expense	636,449.61	930,575.00	-294,125.39	68.4%
Net Income	3,970.97	0.00	3,970.97	100.0%



REQUEST FOR BOARD ACTION

Consent Agenda

Meeting Date: October 15, 2020

Prepared by: Mike Wanous

PURPOSE/ACTION REQUESTED:

Approve grant amendments for the FY17 District Capacity Grant and the FY18/19 Program and Operations Grant

SUMMARY:

These grant agreements currently have an expiration date of 12/31/2020.

The amendment for the 2017 District Capacity Grant can only be extended to May 31, 2021.

The amendment for the 2018/2019 Programs and Operations Grant can be extended to December 31, 2021.

STAFF RECOMMENDATION:

Staff recommends approving the grant amendments.

EXPLANATION OF FISCAL/FTE IMPACT:

Extending the grants will provide more time for project implementation.

Supporting Documents:

Grant amendments on the following pages

Previous Board Action:

Approved original grant agreements

**FY 2017 STATE OF MINNESOTA
 BOARD OF WATER and SOIL RESOURCES
 2017 SWCD Local Capacity Services - Carver SWCD
 GRANT AMENDMENT**

Grant Agreement Start Date:	3/8/2017
Original Grant Agreement Expiration Date:	12/31/2019
Original Agreement Amount:	\$112,770.00

This amendment is by and between the State of Minnesota, through its Board of Water and Soil Resources (“Board”) and Carver SWCD, 11360 Highway 212, Suite 6, Cologne, MN 55322 (“Grantee”).

Recitals

1. The Board has a Grant Agreement with the Grantee identified as the 2017 SWCD Local Capacity Services - Carver SWCD, PO # 3000007630, for the following grants:

Grant ID	Grant Title	Previous Expiration Date	Amended Expiration Date	Previous Award Amount	Amended Award Amount
P17-5803	2017 - SWCD Local Capacity Services (Carver SWCD)	12/31/2020	5/31/2021	\$112,770.00	

2. The Carver SWCD requests an extension for 2017 - SWCD Local Capacity Services (Carver SWCD) to May 31, 2021, for the purpose of limited ability to meet with landowners and implement projects due to COVID-19.
3. Grant reporting must be completed by June 30, 2021 or within 30 days of work completion, whichever comes first.
4. The Board and Soil and Water Conservation District are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. 1. Term of Grant Agreement

1.2 EXPIRATION DATE: is amended as follows:

~~December 31, 2020~~ May 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

REVISION 2. 2. Grantee’s Duties

2.2 Reporting

2.2.3 Final Progress Report is amended as follows:

The Grantee will submit a final progress report to the Board by ~~February 1, 2021~~ June 30, 2021, or within 30 days of completion of the Project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

Except as amended herein, the terms and conditions of the Original Grant Agreement remain in full force and effect.

APPROVED:

Carver SWCD

By: _____

Title: _____

Date: _____

Board of Water and Soil Resources

By: _____

Title: _____

Date: _____

**FY 2018 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
2018/2019 SWCD Programs and Operations Grants - Carver SWCD
GRANT AMENDMENT**

Grant Agreement Start Date:	2/5/2018
Original Grant Agreement Expiration Date:	12/31/2020
Original Agreement Amount:	\$204,342.00

This amendment is by and between the State of Minnesota, through its Board of Water and Soil Resources (“Board”) and Carver SWCD, 11360 Highway 212, Suite 6, Cologne, MN 55322 (“Grantee”).

Recitals

1. The Board has a Grant Agreement with the Grantee identified as the 2018/2019 SWCD Programs and Operations Grants - Carver SWCD, PO # 3000008340, for the following grants:

Grant ID	Grant Title	Previous Expiration Date	Amended Expiration Date	Previous Award Amount	Amended Award Amount
P18-7294	2018 - Buffer Law (Carver SWCD)	12/31/2020		\$20,000.00	
P19-0912	2019 - Conservation Delivery (Carver SWCD)	12/31/2020		\$19,698.00	
P18-3921	2018 - SWCD Local Capacity Services (Carver SWCD)	12/31/2020	12/31/2021	\$111,600.00	
P18-8924	2018 - State Cost-Share Fund (Carver SWCD)	12/31/2020	12/31/2021	\$16,673.00	
P19-7990	2019 - State Cost-Share Fund (Carver SWCD)	12/31/2020	12/31/2021	\$16,673.00	
P18-7197	2018 - Conservation Delivery (Carver SWCD)	12/31/2020		\$19,698.00	

2. The Carver SWCD requests an extension for 2018 - SWCD Local Capacity Services (Carver SWCD), 2018 - State Cost-Share Fund (Carver SWCD) and 2019 - State Cost-Share Fund (Carver SWCD) to December 31, 2021 for the purpose of limited ability to meet with landowners and implement projects due to COVID-19.
3. Grant reporting must be completed by February 1, 2022 or within 30 days of work completion, whichever comes first.
4. The Board and Soil and Water Conservation District are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. 1. Term of Grant Agreement

1.2 **Expiration date:** is amended as follows:

December 31, 2020 December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

REVISION 2. 2. Grantee’s Duties

2.2. **Reporting**

2.2.3 Final Progress Report: is amended as follows:

The Grantee will submit a final progress report to the Board by ~~February 1, 2021~~ February 1, 2022, or within 30 days of expenditure of all grant funds, whichever occurs sooner. Information

provided must conform to the requirements and formats set by the Board.

Except as amended herein, the terms and conditions of the Original Grant Agreement remain in full force and effect.

APPROVED:

Carver SWCD

By: _____

Title: _____

Date: _____

Board of Water and Soil Resources

By: _____

Title: _____

Date: _____



REQUEST FOR BOARD ACTION

Consent Agenda

Meeting Date: October 15, 2020

Prepared by: Mike Wanous

PURPOSE/ACTION REQUESTED:

Approve new grant agreement for the FY 2021 District Capacity & Buffer Grant

SUMMARY:

This is a new grant agreement with BWSR that combines the fiscal year 2021 district capacity grant and the buffer law grant into one grant agreement. Work under the grant can begin when all signatures are obtained, and the grant expiration date is December 31, 2023.

STAFF RECOMMENDATION:

Staff recommends approving the grant agreement.

EXPLANATION OF FISCAL/FTE IMPACT:

BWSR grants are calculated into our annual budget

Supporting Documents:

Grant agreement on the following pages

Previous Board Action:

None

**FY 2021 STATE OF MINNESOTA
 BOARD OF WATER and SOIL RESOURCES
 CLEAN WATER FUND SWCD LOCAL CAPACITY SERVICES &
 BUFFER LAW IMPLEMENTATION PROGRAM
 GRANT AGREEMENT**

Vendor:	0000192555
PO#:	3000012502

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Carver SWCD, 11360 Highway 212, Suite 6 Cologne Minnesota 55322** (Grantee).

<i>This grant is for the following Grant Programs:</i>		
P21-2689	2021 - SWCD Local Capacity Services (Carver SWCD)	\$122,548
P21-2779	2021 - Buffer Law (Carver SWCD)	\$17,200

Total Grant Awarded: \$139,748

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(n), appropriated Clean Water Funds (CWF) to the Board for the FY 2021 SWCD Local Capacity Services.
2. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(e), appropriated Clean Water Funds (CWF) to the Board for the FY 2021 Buffer Law Implementation.
3. The Board adopted Board Order #20-37 to authorize and allocate funds for the FY 2021 SWCD Local Capacity Services and Board Order #20-38 to authorize and allocate funds for the FY 2021 Buffer Law Implementation.
4. The Grantee has submitted a Board approved work plan for this program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**DISTRICT MANAGER
 11360 HIGHWAY 212, STE 6
 COLOGNE, MN 55322
 952-466-5230**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plans, which are incorporated into this Grant Agreement; and, abide by the *SWCD Conservation Delivery and Capacity Grants Policy* for the SWCD Local Capacity Services Grants, and *FY2021 Clean Water Funds Policy* for the Buffer Law Implementation Grants.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.4. This grant is an advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes § 103C.401 (2018) establishes Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the

Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

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

10. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State’s request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Carver SWCD

Board of Water and Soil Resources

By: Mark Zabel
(print)

By: _____

(signature)

Title: Carver SWCD Chair

Title: _____

Date: October 15, 2020

Date: _____



REQUEST FOR BOARD ACTION

Consent Agenda

Meeting Date: October 15, 2020

Prepared by: Mike Wanous/Terry Meiller

PURPOSE/ACTION REQUESTED:

Approve cost-share application for Brian Fredrickson Slope Stabilization

SUMMARY:

Brian Fredrickson has applied for cost-share to fix a slope failure where an eroding gully has formed due to surface runoff. The slope failure will be repaired with fill material from an adjacent borrow location, followed by installation of turf reinforcement matting to form a vegetated chute. Following shaping the area will be seeded and erosion blanket installed to promote re-vegetation. Design and construction documents were prepared by Michael Mayer, PE.

The total cost estimate is \$13,814 with cost-share not to exceed 75% or \$10,360.50

STAFF RECOMMENDATION:

Staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds are available through the District Capacity – Riparian zone cost share fund

Supporting Documents:

Fact sheet on the following pages

Previous Board Action:

None



**BRIAN FREDRICKSON
SLOPE STABILIZATION (342)
FY2017-CAPACITY-03
T117N.—R25W.—SEC. 12
WATERTOWN TOWNSHIP**

Practice:

Slope Stabilization

Benefits:

Reduced Soil Loss and Erosion.

Improved Water Quality.

Treat gully and Ephemeral erosion

Watershed:

South Fork Crow River

Construction:

Planned for Fall 2020

Funding:

District Capacity—FY2017

Cost Estimate: \$13,814.00

75% Cost-Share Request:
\$10,360.50



Project:

The objective of this project is to repair a slope failure with fill, turf reinforcement mat, seeding and erosion blanket. The slope failure is a tributary to a wetland complex.

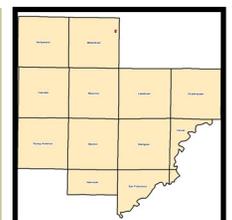
The slope repair was designed using NRCS MN standard 342. Fill material for the repair will be borrowed from a site adjacent to the work area. The slope will be repaired, a turf reinforcement mat installed to form a vegetated chute, the area will be seeded and erosion blanket installed to promote re-vegetation. Surface runoff from the adjacent area will also be diverted to the new chute.

Carver County Soil and Water Conservation District

11360 Highway 212, Suite 6

Cologne, MN 55322

(952) 466-5230 | www.co.carver.mn.us/swcd





REQUEST FOR BOARD ACTION

Consent Agenda

Meeting Date: October 15, 2020

Prepared by: Mike Wanous/Seth Ristow

PURPOSE/ACTION REQUESTED:

Approve cost share payments for completed pollinator projects

SUMMARY:

The following pollinator projects have been installed and are seeking cost share reimbursement:

- 1) City of Chanhassen - \$8,320 total cost; \$5,000 pollinator cost-share
- 2) Watertown Disc Golf - \$8,957 total cost; \$5,000 pollinator cost-share
- 3) Beth Hoiseth - \$1,650 total cost; \$1,000 pollinator cost-share
- 4) Sarah Buechel - \$1,585.96 total cost; \$1,000 pollinator cost-share

STAFF RECOMMENDATION:

Seth has made site visits to each project, staff recommends approval.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds are available through the Pollinator Cost-Share Program (District Capacity grants)

Supporting Documents:

Fact sheets on the following pages

Previous Board Action:

Board has previously approved each application



Bluff Creek Trail Pollinator Habitat

Bluff Creek Trail
Chanhausen, MN

Practice:

Pollinator Habitat, Turf Replacement

Benefits:

- Improves infiltration
- Provides Pollinator Habitat
- Familiarizes the community with our work and pollinators

Size:

1.1 Acres

Watershed:

RPBCWD

Installation:

Summer 2020

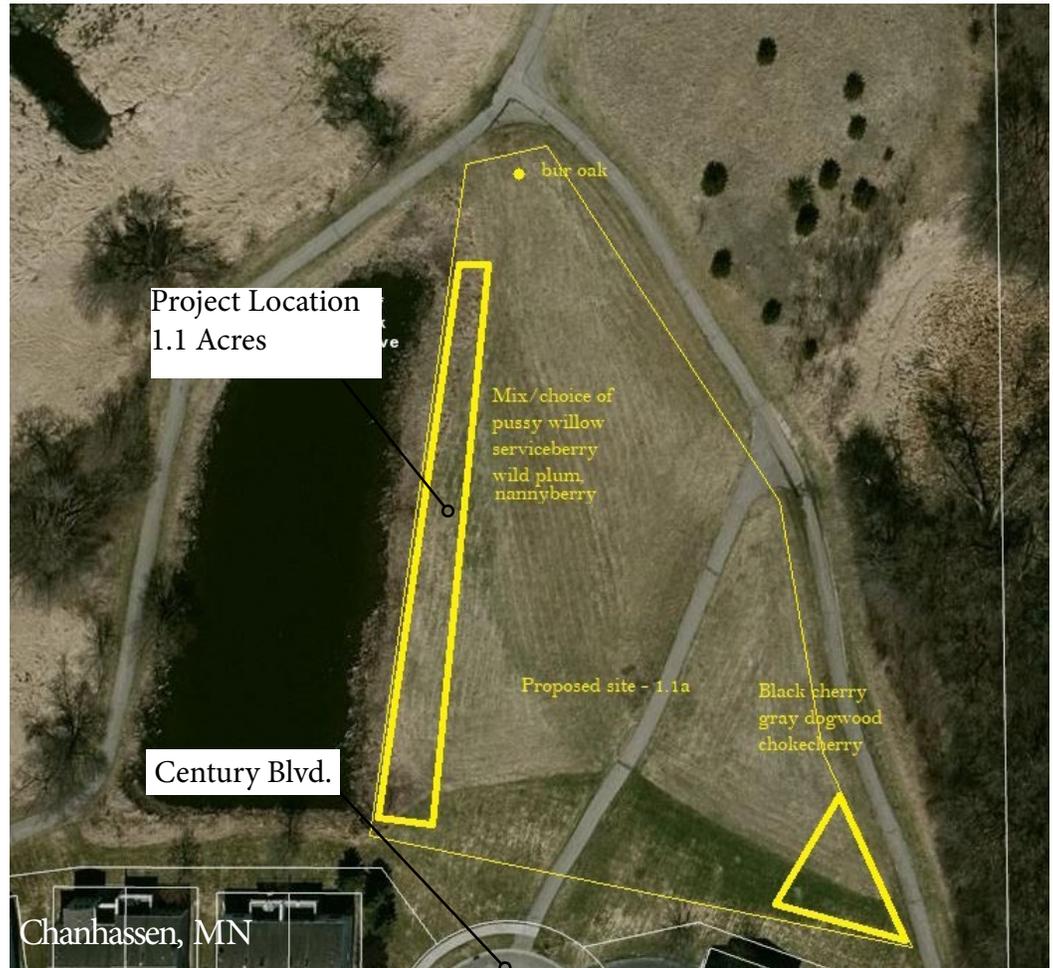
Total Cost:

\$8,320

Award

Recommendation

\$5,000

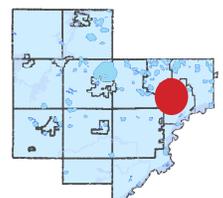


Project Description:

The site for the pollinator habitat project is in the Bluff Creek Preserve, which is owned by the City of Chanhausen and is a 36-acre natural area at the headwaters of Bluff Creek. Bluff Creek Preserve is bordered on three sides by residential developments and on the west by Highway 41. A city trail loops through the park property. At one of the southern trail entrances, an acre of mown turf covers a small rise that is adjacent to the trail and the Arboretum Village development. The city is converting the turf to a pollinator meadow with trees and shrubs. The conversion will enhance the area by providing a welcoming entrance to the trail system and high quality habitat and reduce the amount of mechanical and chemical maintenance applied to the turf area. The resulting habitat would add much-needed plant diversity.

Recommend awarding them the maximum grant amount.

Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230





Bluff Creek Trail Pollinator Habitat

Bluff Creek Trail
Chanhassen, MN

Summer 2020



Summer 2020



Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230



Watertown Disc Golf Pollinator Habitat

Kristi Ln
Watertown, MN

Practice:

Pollinator Habitat, Agriculture Field Conversion

Benefits:

- Improves infiltration
- Provides Pollinator Habitat
- Familiarizes the community with our work and pollinators

Size:

4 Acres

Watershed:

CCWMO

Installation:

Summer 2020

Total Cost:

\$8,957

Award

Recommendation

\$5,000



Project Description:

The City of Watertown is converting a former 4 acre agriculture field into a disc golf course surrounded by pollinator plantings. The area is located just Southeast of the Watertown Mayer Elementary School. Fairways are also being planted as pollinator lawns. Prairie Restoration has been contracted to plant and maintain the planting. This is a perfect opportunity to showcase native pollinator plantings to the community. The area was planted in August of 2020. Recommend giving them the maximum amount of cost share funding

Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230





Watertown Disc Golf Pollinator Habitat

Kristi Ln
Watertown, MN

Early Summer 2019



Late Summer 2020

Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230



Hoiseth Native Buffer

258 Sunset Blvd.
Waconia, MN 55387

Practice:

Native Pollinator Buffer

Benefits:

- Improves infiltration
- Provides Pollinator Habitat
- Familiarizes the community with our work and pollinators

Size:

1000 SF

Watershed:

CCWMO

Installation:

Summer 2020

Total Cost:

\$1,650

Award

Recommendation

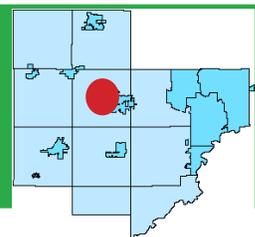
\$1,000



Project Description:

The homeowner created a 1000 SF pollinator planting in a upland area surrounded by wetlands. They have been trying to remove buckthorn for years, but haven't been able to control it. Plants selected will help support a healthy pollinator population and prevent buckthorn from coming back. The homeowners hired Prairie Restoration to establish and maintain the project. This project will have good outreach value for the surrounding neighborhood and qualifies for Carver SWCDs Pollinator Cost Share Program. Recommend full award.

Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230





Hoiseth Native Buffer

258 Sunset Blvd.
Waconia, MN 55387

Summer 2019



Summer 2020



Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230



Buechel Pollinator Habitat

1716 Redhawk Way
Mayer, MN 55360

Practice:

Pollinator Habitat, Turf Replacement

Benefits:

- Improves infiltration
- Provides Pollinator Habitat
- Familiarizes the community with our work and pollinators

Size:

1,865 SF

Watershed:

CCWMO

Installation:

Spring 2020

Total Cost:

\$1585.96

Award

Recommendation

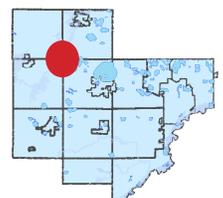
\$1,000



Project Description:

Homeowner expanded existing plant beds with a diverse mixture of native plants that will attract and shelter pollinators. The areas were stripped of sod, edged, and mulched. Native shrub screenings were also be incorporated in the planting. The location has excellent outreach potential as there are a lot of areas that could be converted into pollinator plantings. Recommend the full award.

Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230





Buechel Pollinator Habitat

1716 Redhawk Way
Mayer, MN 55360

September Year 1



September Year 2



Carver County Soil and Water Conservation District
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230



MASWCD

PRESIDENT
ROLAND CLEVELAND
PO Box 307
North Branch, MN 55056
(612)-978-3989

VICE PRESIDENT &
NW AREA 1 DIRECTOR
PAUL KRABBENHOFT
1119 - 25th Ave S
Moorhead, MN 56560
(701) 799-0369

SECRETARY-TREASURER &
SW AREA 5 DIRECTOR
CLARK LINGBEEK
26992 570th Ave
Comfrey, MN 56019
(507) 920-9884

WC AREA 2 DIRECTOR
CHARLES RAU
11275 West Lake Rd
Rice, MN 56367
(320) 493-9503

NE AREA 3 DIRECTOR
PAUL HOPPE
1012 230th Ave
Ogilvie, MN 56358
(320) 272-0033

METRO AREA 4 DIRECTOR
DOUG SCHOENECKER
320 7th Street NE,
New Prague, MN 56071
(952) 758-3435

SC AREA 6 DIRECTOR
MARK SCHNOBRICH
24209 Unit Ave
Hutchinson, MN 55350
(320) 587-3760

SE AREA 7 DIRECTOR
BILL THOMPSON
60698 227th Ave
Mantorville, MN 55955
(507) 635-5998

NC AREA 8 DIRECTOR
KEN LAPORTE
4086 112th St SW
Pillager, MN 56473
(218) 746-3927

IMMEDIATE PAST
PRESIDENT
KURT BECKSTROM
17404 60th Ave
Milaca, MN 56353
(320) 556-3403

STAFF

Executive Director
LEANN BUCK

Assistant Director
SHEILA VANNEY

Office Manager
STEFANIE MARTINEZ

Minnesota Association of Soil and Water Conservation Districts

255 Kellogg Boulevard East, Suite 101, St. Paul, MN 55101 | 651-690-9028 | www.maswcd.org

Date: September 30, 2020
To: Minnesota Soil and Water Conservation Districts
From: Paul Hoppe, MASWCD NE Area 3 Director and
MASWCD Resolutions/Policy Committee Chair
Subject: 2020 Resolutions Packet

I am enclosing the 2020 MASWCD resolution packet for your review and action.
PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

RESOLUTIONS PACKET:

- This packet is being emailed to every member SWCD employee. It includes this cover memo, 2020 proposed resolutions, 2020 ballot, and votes on the resolutions taken by the MASWCD Resolutions/Policy Committee for informational/advisory purposes.
- Each member SWCD should forward the packet to each Supervisor of their district.

PRE-CONVENTION VOTING PROCESS:

- One ballot is attached - **all votes must be tallied and submitted on this single ballot.**
- Each Supervisor is entitled to one vote.
- MASWCD encourages SWCDs to include resolutions as an October board agenda item.
- Contact information from the authoring SWCD is listed on each resolution. Please reach out to those individuals with questions or for more information.
- All ballots must be emailed to sheila.vanney@maswcd.org by **NOVEMBER 12.**

CONVENTION RESOLUTIONS PROCESS FOR 2020:

1. Because of the circumstances around the COVID-19 pandemic, MASWCD will be conducting the annual business meeting remotely/virtually the morning of Tuesday, December 8, instead of holding an in-person convention. Additional details about registering and participating in the annual meeting will be sent separately.
2. The MASWCD Board of Directors has decided for the 2020 resolution process to limit votes on pre-convention balloting to either "approve" or "disapprove" and removed "discuss/debate" as a voting option. The Board of Directors decision is based on challenges for debate and discussion of resolutions with the hundreds of SWCD supervisors across Minnesota meeting in a virtual format.
3. A simple majority will determine whether a resolution is "approved" or "disapproved" in pre-convention balloting.
4. Results of pre-convention balloting will be distributed to the members in advance of the December 8 annual business meeting, and action will be taken on whether to accept the pre-convention balloting results during the December 8 meeting.

Pollinator Program Update Discussion Notes:

- Have 2 Deadlines. April 15th and August 15th.
 - o Do we save money for second deadline?
- Develop Scoring Sheet with threshold for funding
 - o Could be similar to RPBCWD habitat scoring sheet
 - o Dissuade people from wet areas and fallow fields
 - o Could we give people less than 75% funding?
- Create Program Packet
 - o Include seed with packet?
- Have introductory informative workshop before deadline. Early March?
- Additional field workshops
 - o Do we have them drive to sites or have a van/bus?
- Funding source
- Hold off on sending newsletter till board discussion

NRCS Report
October 15th, 2020

General:

- Steve is continuing to assist in Carver County Coverage in Waconia.

Farm Bill Updates:

EQIP:

CSP:

- Ongoing process of documentation for 2020 practice certification.

CREP:

- Cultural Resource Reviews for all latest contracts have been forwarded to Ben Dattres and Carver County FSA.

CRP:

- Working with FSA to process all new requests and forward to me asap to initiate eligibility and onsite reviews.

Wetland/HEL:

- Carver County has 4 outstanding waiting for Wetland team to complete.

ACEP WRP/RIM):

2020 Highly Erodible Compliance Reviews

-

Mike Wanous – District Manager

- Review and sign CRP plans at FSA office before the Sep. 30 deadline
- New hire items with Tom, administrative items as well as project updates
- Review and scoring of projects for WBIF grants, each of the watersheds has a slightly different ranking and scoring system
- Work on BWSR grant amendments and new grant agreements
- Provide comments on several WCA projects, several new private wetland bank projects are being proposed
- Meetings – MCD mngr mtg, MASWCD Area update mtg, WMO TAC mtg, WMO CAC mtg.

Felicia Brockoff – Administrative & Finance Specialist

- Accounting: Payroll and liabilities completed, verified and paid monthly claims. Completed required quarterly federal and state forms.
- Administrative: Attended and completed Minutes for September Board meeting. Reviewed timesheets for employees, updated leave amounts. October Agenda packets put together and posted on website and mailed to Supervisors. Scanned all 2020 Minutes after Jeff signed, and got posted to our website.
- Education: Starting to prepare for the 2021 Envirothon. Meetings with Ramsey County and Douglas SWCD to discuss going virtual for 2021. Held a meeting with all the other Envirothon Coordinators in MN, and it was decided that Minnesota will just hold 1 event in spring, which will be virtual. I'll be working with Ramsey, Douglas, and Stevens SWCD's to get the State Envirothon virtual.
- Grant reporting: timesheet reports to charge SWCD staff time to various grants.
- Trees: Ordered 2021 stock, researched how to accept credit cards through our bank. Working with a merchant in Chaska so we can offer this service to our customers this year.

Chip Hentges – Conservation Technician

- All construction sites are active and Stormwater features are starting to get installed.
- Pre-Construction Meetings:
 - o Chaska – Del Webb – Utility Pre-con. Mass grading has started for 4 weeks
 - o Chaska – Par 30
 - o Chaska – Pioneer Vista
 - o Cologne – Winkler 3rd Addition
- Projects Started:
 - o Bongards Pond Dredging and Dewatering
 - o Chaska – Del Webb
 - o CSAH 50 Bridge Project – will open by end of the month
 - o State Highway 25 from Mayer to Watertown.
 - o Carver Water Treatment Expansion
 - o Marsh Lake Road – Laketown Twp – Finished
 - o Forest Hills 9TH – Watertown started grading
 - o USS Hancock Solar – project has started -continuous
 - o TH 101 Road – Chanhassen and Carver Co – continues, working on topsoil and permanently stabilizing the slopes as there moving up the hill
 - o Interlaken 8th – Waconia Housing Development- on going
 - o Heuer – Oswall Gravel mine - to be used for the road work in Western Carver County

- TH41 Lyman Blvd (18) – Site is in final site stabilization – met with seeding contractor to go over site.
- Quality Tec site has started. – Stormwater Feature have been installed – **Underground Storage with pervious pavers**
- City of Cologne 2020 Street and Utility project – Bio-retention basin will be installed when roads are paved.
- 212 NYA – this entails the 25/33 Roundabout – busy site, ongoing. Very active but is on schedule – Amended topsoil is being placed
- Shepherd of the Hill – Chaska Housing complex – building construction started
- Carver Commons – Grading completed, filtration shelf installed. Building of KWIK Trip
- Waconia 2020 Street and Utility project – on going
- Lake Waconia West Shores - on going. Installed filtration shelf
- 44/212 project continuation of last year – more on the 44 side. – on going wrapping up project.
- PLAN REVEIWS:
 - CSAH 10 and CSAH 24 road construction
 - Chaska – Oak Ridge
 - Winkler 3rd – Cologne
 - CSAH 11 Reconstruction
 - Carver to Cologne 212 Reconstruction
- OTHERS:
 - Assisting Planning and Zoning Staff
 - Assisting with Wetland Conservation Act duties.
 - Ongoing topsoil and de-compacting site checks
 - 2020 Stormwater inspections with County Staff. This is to look at the function of all permitted stormwater features and if the site is graded and stabilized property. The County holds security money on all projects and this inspection is needed to see if the money can be released back to the applicant.

Terry Meiller – District Technician

- State Cost-Share. Construction staking and Construction inspections for Ron Olson grade stab structure. Completed Kim Seng grassed waterway design for future meeting with landowner.
- Soil Loss Complaint: Follow up phone calls and meeting with Anderson and attorney re: litigation status, etc.
- WMO Assistance: Established control points for Bavaria Lake project, follow up phone calls/meeting with contractor and engineer re: design details.
- Ditches: Mark Hanson WMO/DNR permit assistance
- Watertown Bank Site: Completed Garlon 3A spraying for tree maintenance in upland prairie.
- RIM/CRP: Misc. phone calls, site visits, tech assistance to landowners re: CRP re-enrolls, seeding mixes, etc.
- Misc: Soil Health tests completed on Lori Cox property. Great Plains drill deliveries (Meuwissen). Misc. site visits re: erosion issues (Mayer Lutheran H.S., Knisely). Newsletter article.

Seth Ristow – Resource Conservation Technician

- Conducted consultation site visits for (Pollinator Program, WMO cost share, and RPBCWD Stewardship Program)
- Reviewed and discussed Stewardship applications for RPBCWD
- Reviewed development projects for WMO

- Sprayed both areas for Courthouse Lake Pollinator Buffer
- Began working on outdoor classroom for Carver County School District (Great Project)
- Surveyed multiple areas that have streambank erosion
- Continued maintaining existing Pollinator plantings around Public Works and Gvt. Center
- Went backpacking and camping in WY. Caught some cutthroat and saw some moose.
- Reviewed county wide maintenance RFQ for Tim
- Attended Pollinator Friendly Alliance Webinar

Ben Datres – Farm Bill Technician

- CREP Projects:
 - o Beier/Kreye- Construction supervision, repair work completed.
 - o Cheri Johnson- repair this fall
 - o Cheri Johnson #2-
 - o Jim Dvorak- Title work complete. Reviewed. Completed conservation plan, sent to BWSR.
 - o Lundborg- Site visit. BWSR is working on agreement.
 - o Jeff Hart- Working with FSA & NRCS on paperwork. Sent legal docs to BWSR.
 - o Keith Ecklund- Working with FSA & NRCS on paperwork. Site visit.
 - o Working with other landowners on proposals and answering questions
 - o CREP outreach letters and estimates for potential sites.
- Buffers:
 - o Wrote up notice of compliance for several “non-compliant” parcels for BWSR.
 - o Roadside checks for parcels in section “c” and updating buffcat for these.
- WCA:
 - o Filling in with various WCA duties.
 - o Attending TEP meetings representing the SWCD – Sally Ave, Upper Riley Creek, Neumann Delineation, Floodplain mitigation, Engler Blvd, Creek Road.
 - o Working with several landowners on new tile and tile replacement questions.
 - o Site visits for tiling projects
- Assisting landowners with other program questions, CRP, cost-share, etc.

Tom Genelin – District Technician

- Started as District Tech. on September 14th, 2020
- Reviewing WCA laws and exemptions
- Site visits with Terry:
 - o Hanson’s Waterway – Survey possible waterway location in pasture for Mark Hanson
 - o Olson’s Project – Inspect, survey, and stake out the road, spill way location, and pipe installation on Ron’s WASCOD and Culvert.
 - o Dan Menth – Flagged 20’ ditch buffer so that Dan could harvest hay from the buffer
 - o Mayer Lutheran – Met with Joel from Mayer Lutheran about tile and drainage issues in a soccer field near the school campus, determined to be a broken tile
 - o Watertown Wetland Banking Site – Sprayed cottonwood and willow sprouts with Garlon
- WCA (with assistance from Ben, Mike, and Chip):
 - o TEP meeting regarding Petersons wetland banking site near the MN river, assessed site conditions with the rest of the TEP panel
 - o TEP meeting regarding wetland delineations in Chanhassen (Floodplain Forest Mitigation, Engler Blvd Mitigation, Creek Road Wetland Delineation), all TEP panel members agreed

- that all areas were satisfactory. Wetlands were replacements for another wetland that was removed
- TEP meeting regarding two delineated wetlands on a property that is going to be developed for a home near Sally Avenue, both wetland boundaries were determined to be satisfactory
 - TEP meeting regarding the Upper Riley Creek Ecological Enhancement Project in Chanhassen, all delineated wetlands
 - TEP meeting regarding 13 delineated wetlands on the Neumann property that is being developed for houses, all but one of the wetland boundaries were obvious. The wetland in question was later justified by the delineator (Alex)
 - Jeff Rolf – Possible ditch cleaning and tile repairs, still reviewing WCA to figure out what he can do
 - Rich Hoen – Possible ditch cleaning and tile repairs, still waiting on his plan and proposal as he was going to add more to it and go back to the FSA
 - Buesgens – Possible tile repairs and installation, repairs do not look like an issue but reviewing the installations with the WMO to see what can be done