Minutes of the August 16, 2018 Board Meeting for the Carver Soil & Water Conservation District
Held at the Public Works Facility in Cologne, MN

Meeting was called to order by Chair Wendland at 8:35 AM.

Members Present: Chair, Stanley Wendland
Vice Chair, Robert Burandt
Member, Marcus Zbinden
Member, Mark Zabel

Members Absent: Secretary/Treasurer, Jeffrey Sons

SWCD Staff Present: District Manager, Mike Wanous
Administrative & Finance Specialist, Felicia Brockoff

Others Present: None

Motion was made by Burandt, seconded by Zabel to approve the revised August Agenda as printed. Motion carried.

With the absence of Jeff Sons, Chair Wendland appointed Burandt to review the monthly claims and sign the previous months Minutes.

Motion was made by Zabel, seconded by Zbinden to approve the July 19, 2018 Regular Board meeting Minutes as read. Motion carried.

The July Treasurer’s Report was discussed and accepted, subject to audit. Mike noted that the Conservation Partners Legacy (CPL) grant reimbursement has been received from the DNR, for the Camden Township/Crow River project.

COMMITTEE REPORTS:

1. Personnel Committee (Zabel, Sons) – Nothing to report.
2. Metro Conservation District’s (MCD) Committee (Zabel primary; Burandt alt.) – Mike reported on the Managers meeting that was held Wednesday, July 25th. BWSR staff provided an updated on the technical training opportunities for staff. The normal programs were discussed, as well as the Children’s Water Festival budget. Madeline has inquired about spending more than a budgeted item (i.e. bussing reimbursements for the schools). Mike reported there are funds there, the budget just needed to be amended. The MCD By-Laws were discussed, with regards to the Hennepin and Ramsey SWCD’s being absorbed by their Counties. In order to have a voice on the MCD Board, a County Commissioner would need to be at the meeting. Staff still participates in the meetings, and funding for projects has not been excluded from these counties.

The next MCD Board meeting will be August 29th.

3. Education & Outreach Committee (Sons, Zbinden) – The Hopkins High School team from Minnesota placed 27th out of 50 at the National Envirothon. The committee will try to meet before the next Board meeting to discuss a work plan for the Education Committee.

4. Budget Committee (Sons, Zbinden) – Nothing to report.

5. CCWMO Advisory Committee (Wendland primary; Zbinden alt.) – The next meeting is August 28.

6. Carver County Leaders (CCL) Committee (Burandt primary; Zbinden alt.) – No one was able to attend the July 24th meeting.

Carver County Report – Mike reported that Paul is out of town, and would not be attending.

NRCS Report – No report. Chair Wendland expressed his concern with the lack of communication from NRCS.

Monthly progress report and construction projects list presented for:

**SWCD Staff:**  
District Manager, Mike Wanous  
Administrative & Finance Specialist, Felicia Brockoff  
Conservation Technician, Chip Hentges  
Resource Conservationist, Terry Meiller  
District Technician, Aaron Finke  
Resource Conservation Technician, Seth Ristow  
Farm Bill Technician, Ben Datres

**CORRESPONDENCE:**

MASWCD has sent out information on their awards application process. The Board discussed the 4 categories MASWCD has listed. After discussion, Burandt made a motion to nominate Tim Leonard as the 2018 Outstanding Conservationist. Seconded by Zabel – motion carried unanimously.

Zabel moved, Burandt seconded to also nominate Craig Eldred from the City of Waconia for the Community Conservationist Award. Motion carried unanimously.

MCIT has sent out the 2018 dividend notice. The SWCD will be receiving $3,004 as its dividend.
The next MACD meeting will be held on Friday, November 16th. The location has not yet been determined, but most likely at Cabela’s in Rogers, MN.

**OLD BUSINESS:**

Mike presented maps to the Board of the non-compliant buffer requirements along the public waters. There are approximately 52 parcels that are either not in compliance, or have not yet contacted the SWCD. One more letter will be sent out to these landowners, and staff will try to follow up with phone calls if the numbers are listed in the phone book. Mike also reported that over 3,000 parcels are already in compliance.

Jeff Sons has signed up for the cover crop cost-share program on 10.3 acres, and has requested reimbursement. The total contract is $381.50, which includes the seed cost of $175.50, and an incentive payment of $206. Mike explained that the incentive payments are not made until staff knows that the landowners did not plow up the cover crop in the fall. Burandt asked about pictures of these cover crop projects, Mike did explain that Jeff has sent pictures which he will share, and stated we can get more pictures after the corn is off. Motion was made by Zabel, seconded by Zbinden to approve Sons cover crop cost-share, for a total of $381.50. Motion carried unanimously.

**NEW BUSINESS:**

Bruce Tice has completed his DRAP cost-share project, which originally started in 2017. A partial payment was made, but the Board withheld 10% of that payment, to ensure project completion. Seeding and erosion control measures were completed this spring, which was an additional $630 in costs. Motion was made by Zabel, seconded by Zbinden to approve payment of Bruce Tice’s DRAP-05 contract payment totaling $1,875.60 - $1,403.10 which was the 10% withheld on the original payment; and $472.50 which is 75% of the additional costs he incurred for seeding and erosion control measures. Motion carried unanimously.

BWSR has sent an amendment to the FY2018 Farm Bill Assistance Grant, which extends the grant expiration date to December 31, 2019, and the total grant awarded to $100,434. Mike explained that Ben’s position is fully funded under this grant, for the work he does on Farm Bill programs. Motion was made by Burandt, seconded by Zabel to approve the FY2018 Farm Bill Assistance Grant Amendment, and authorize the Chair to sign the agreement. Motion carried unanimously.

Mike visited the Camden Township/Crow River project yesterday, and took some pictures which were shared with the Board at this time. Mike explained that the contractor (Minnesota Native Landscapes) will be out to finish the project this week. He showed the Board there was a spot that did not hold up through the spring, which will need some re-work. He also explained that the SWCD has secured $204,292.35 in funding for this project, and the total invoice received from the contractor thus far was $194,847.50, which leaves $9,444.85 left to complete the project. The contractor thought that re-working the site where it did not hold, should not be more than $10,000. The Board discussed the problem site, and asked if there were any type of ‘warranty’ for the work done, should this spot fail again. Mike reported that discussions with the DNR would happen if the site still does not hold, and possibly request more funding from them for the fix at that time. Motion was made by Zabel, seconded by Zbinden to approve using all of the funds allocated towards this project to get it completed, which is an additional $9,444.85, and to pay the remaining 10% of the original invoice ($19,484.75) when it is completed and established. Motion carried unanimously.
OTHER:

Zbinden moved, Zabel seconded to adjourn the meeting at 10:25 AM. Motion carried.

Next Board Meeting: Wednesday, September 26, 2018 at 8:30 AM
Public Works Headquarters, Conference Room 3
11360 Highway 212, Cologne, MN 55322

Approved: ___________________________ Date: September 26, 2018
Secretary/Treasurer
# Carver Soil & Water Conservation District
## TREASURER'S REPORT
### As of August 31, 2018

<table>
<thead>
<tr>
<th>Date</th>
<th>Num</th>
<th>Name</th>
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<th>Credit</th>
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**Total Checking**

55,104.75  54,313.12  26,119.19

**Savings Money Market (KBW)**

510,034.63  524,662.63

**Savings Money Market (KBW)**

51,206.53  25,000.00  536,241.16

**Saving MMKT-Citizens Norwood-YA**

177,188.74  177,286.56

**Investments-CD's**

252,371.02  100,027.16

**MCB 150903 (1.25%-04/26/2019)**

152,343.86  152,343.86

**TOTAL**

106,409.10  79,313.12  992,017.93
## Treasurer's Monthly Report

### Program Summary - August 2018

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<th>Funds</th>
<th>Cash Balance 7/31/2018</th>
<th>Receipts</th>
<th>Disbursements</th>
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<td><strong>$81,409.10</strong></td>
<td><strong>$54,313.12</strong></td>
<td><strong>$992,017.93</strong></td>
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### Use of Cash

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<tr>
<th>Use of Cash</th>
<th>Cash Balance 7/31/2018</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>Cash Balance 8/31/2018</th>
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<td><strong>$964,921.95</strong></td>
<td><strong>$106,409.10</strong></td>
<td><strong>$79,313.12</strong></td>
<td><strong>$992,017.93</strong></td>
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Carver SWCD Board Treasurer

9/26/2018 Date
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**Carver Soil & Water Conservation District**

**Balance Sheet**

**As of August 31, 2018**

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### ASSETS

**Current Assets**

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<th>Description</th>
<th>Amount</th>
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<tr>
<td>Checking</td>
<td>26,119.19</td>
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<td>Savings Money Market (KBW)</td>
<td>536,241.16</td>
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<td>Savings MMKT-Citizens Norwood-YA</td>
<td>177,286.56</td>
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<td>Investments-CD’s</td>
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<td>MCB 161487 (1.75% - 05/10/2019)</td>
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| Accounts Receivable |         |
| Accounts Receivable | 5,714.04 |
| Total Accounts Receivable | 5,714.04 |
| Total Current Assets | 997,731.97 |

**TOTAL ASSETS** | 997,731.97 |

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### LIABILITIES & EQUITY

**Liabilities**

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<td>Other Current Liabilities</td>
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<td>Deferred Revenue</td>
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<td>Intergovt State - Deferred</td>
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<td>2017 County Ditch 6 BMP Grant</td>
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<td>Buffer Cost Share Grant</td>
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<td>Buffer Law Implementation Grant</td>
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<td>BWSR Cons/Esmt. Delivery</td>
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<td>DRAP Funds</td>
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<td>Total Intergovt State - Deferred</td>
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<td>Total Current Liabilities</td>
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<td>Total Liabilities</td>
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<td>Net Income</td>
<td>25,213.97</td>
</tr>
<tr>
<td>Total Equity</td>
<td>572,747.64</td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES & EQUITY** | 997,731.97 |

---
### Carver Soil & Water Conservation District
#### Budget vs. Actual
January through August 2018

<table>
<thead>
<tr>
<th></th>
<th>Jan - Aug 18</th>
<th>Budget</th>
<th>$ Over Bud...</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges for Services &amp; Sales</td>
<td>22,042.10</td>
<td>17,000.00</td>
<td>5,042.10</td>
<td>129.7%</td>
</tr>
<tr>
<td>Intergovernmental - County</td>
<td>346,477.50</td>
<td>482,951.00</td>
<td>-136,473.50</td>
<td>71.7%</td>
</tr>
<tr>
<td>Intergovernmental - State</td>
<td>305,965.86</td>
<td>470,000.00</td>
<td>-164,034.14</td>
<td>65.1%</td>
</tr>
<tr>
<td>Intergovernmental - Local</td>
<td>42,120.74</td>
<td>35,000.00</td>
<td>7,120.74</td>
<td>120.3%</td>
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<tr>
<td>Misc. Revenue - Interest</td>
<td>3,164.19</td>
<td>3,000.00</td>
<td>164.19</td>
<td>105.5%</td>
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<tr>
<td>Misc. Revenue - Other</td>
<td>200.00</td>
<td>5,000.00</td>
<td>-4,800.00</td>
<td>4.0%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>719,970.39</td>
<td>1,012,951.00</td>
<td>-292,980.61</td>
<td>71.1%</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>719,970.39</td>
<td>1,012,951.00</td>
<td>-292,980.61</td>
<td>71.1%</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Op. Other Srvs &amp; Chrgs</td>
<td>31,767.04</td>
<td>46,876.00</td>
<td>-15,108.96</td>
<td>67.8%</td>
</tr>
<tr>
<td>District Op. Supplies</td>
<td>2,712.77</td>
<td>1,500.00</td>
<td>1,212.77</td>
<td>180.9%</td>
</tr>
<tr>
<td>District Op. Capital Outlay</td>
<td>30,900.00</td>
<td>30,900.00</td>
<td></td>
<td>100.0%</td>
</tr>
<tr>
<td>District Op. Personnel Services</td>
<td>375,482.52</td>
<td>579,468.00</td>
<td>-203,985.48</td>
<td>64.8%</td>
</tr>
<tr>
<td>Project Expenses - District</td>
<td>15,968.63</td>
<td>13,500.00</td>
<td>2,468.63</td>
<td>118.3%</td>
</tr>
<tr>
<td>Project Expenses - State</td>
<td>237,925.46</td>
<td>351,607.00</td>
<td>-113,681.54</td>
<td>67.7%</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>694,756.42</td>
<td>1,023,851.00</td>
<td>-329,094.58</td>
<td>67.9%</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>25,213.97</td>
<td>-10,900.00</td>
<td>36,113.97</td>
<td>-231.3%</td>
</tr>
</tbody>
</table>
Carver SWCD Monthly Report  

September 2018

Mike Wanous – District Manager
- Watertown wetland bank project – work with county & WMO staff to respond to Corps comments on the wetland banking application, several meetings to revise final plans, and credit allocation table.
- CREP projects – work with Ben and Terry on details of wetland restorations planned for funded CREP applications, discussed options & details with landowners interested in CREP.
- Pollinator cost share discussions, meeting, start to develop policy and fact sheet (subject to future board approval)
- Watershed Based Funding (WBF) meeting with BWSR, Met Council (facilitator), and other metro SWCD managers - input to the future of the program
- Review of WMO engineering proposals for projects around Lake Bavaria, discussions with WMO staff
- Solar garden sites – work with Chip on tile line drainage issues, adjacent landowner potential impacts
- Met with Hollywood township maintenance staff to review drainage problems, potential solutions and if any permits are needed.

Felicia Brockoff – Administrative Assistant
- Accounting – Completed payroll and required forms. Verified and paid invoices due, completed Treasurer’s Report. Invoiced drill customers.
- Administrative – Minutes from the last Board meeting. Put Agenda packets together, posted online, and saved in OnBase for permanent record storage. Attended training at the courthouse for website training.
- Education – drafted an Education Work Plan based on the SWCD’s annual plan, and items discussed at the meeting. Site visits with Judy Johnston from Stevens SWCD on August 29th. State Envirothon will be held at the Oliver Kelley Farm in Sherburne County for 2019.
- Grants – Updated staff time for grants in spreadsheets and in QuickBooks, updated eLINK for funds spent.

Chip Hentges – Conservation Technician
- Weekly meetings with County staff regarding watershed projects. Monthly meetings with Bolton and Menk Engineering Company. Monthly meetings with Carver County Highway department staff on road and bridge projects coming up.
- Assisting staff with Wetland Conservation Act items
- Plan reviews for the following
  o Carver County Public Works Bridge Projects – on going
  o Koch Bus Garage
  o Oak Grove Estates – Watertown site
  o Harvest West – This is part of Harvest States Development on the west side of Chaska
  o Legacy Village – In Waconia across the street from Kwik Trip
  o Sagewood – Next to the old Clover Ridge Development in Chaska
- Active Projects sites that are requiring construction inspections.
  o CSAH 10 Reconstruction and trail
  o Meridian Fields – Just started construction
  o CSAH 32/33 Roundabout
  o SW Christian High School – Chaska
  o Waconia High School Stadium
  o Watertown Lakeview Clinic
  o West Park - Chanhassen
  o Preserve at Rice Lake – Chanhassen
  o Oak Tree Carver
- 6650 Pawnee Drive – Chanhassen
- Mission Hills – Chanhassen
- Savanna Estates – Chaska
- Brooks Ridge/ Pioneer Hollow – Chaska
- Cooper Hills 2ND - Carver
- Harvest States 2ND – Chaska
- M and I Homes – Cologne
- Preserve 5TH – NYA
- Red Cedar Creek – Chaska
- Arbor Glen – Chanhassen
- Fox Wood – Chanhassen – topsoil issues - Big meeting with City staff, developer and grading contractor on issues related to topsoil.
- Mayer Lutheran Grading – topsoil issues
- Jonathan Flats – Chaska

- (STILL NUMBER ONE ON MY LIST OF ISSUES) Meeting with contractors on topsoil questions or issues. This has been a struggle, but the learning curve is getting contractors and developer to accept it and to work on de-compacting prior to placement of topsoil. Ongoing. Trying to keep Seth happy, and assisted County staff on reviewing permit projects that are not closed out and need to be reviewed for compliance.
- Ongoing issues regarding drainage on 4 new Solar Sites within the County. One in particular will need to have the existing drain tile moved in order to continue the process of developing the land for a solar garden.

**Terry Meiller – District Technician**

- RIM/CREP: Pre-Construction Meeting, Staking, and Construction Inspections for wetland restoration activities at Bill McDonald RIM Wetland site. Obtained Carver Co ROW grading permit, worked with Wright-Hennepin Co-Op Electric re: utility pole in construction area. As Built Survey/Construction Narratives/Red Lines completed for work performed to date on McDonald project. (Concrete structure to be installed yet). Field visit at Johnson-Gnerer CREP site with contractor to discuss bid adjustment, follow up with contractor and BWSR, and notified contractor of awarded bid. GPS staking/Geo-referencing of Johnson-Gnerer scrape area for contractor. Set Control Points for contractor at project site in preparation of construction.
- Camden Streambank: Misc. phone calls with contractor to schedule toe-wood reshaping and final grading work. Construction Inspection, attempted to locate additional earthfill near project location for shaping activities. Final inspection of finished grading, seeding and mulching.
- 2017 CWF: Hiram Grimm final design provided by engineer for 6 Water and Sediment Control Basins. Prepared construction/bid packages to provide to landowner for soliciting bids. Construction inspection for Ron Olson waterway re-shaping. Contacted engineer re: Ron Olson final large waterway design. Prepared design info (EFH2, Watershed areas, survey notes, etc.) and sent to engineer to begin design.
- Watertown Bank Site: Field visits to check on mowing/herbicide application needs. Contacted helicopter pilot to discuss possibility of aerial herbicide application. Set stakes/ribbons to mark boundaries for possible aerial application.
- Misc: Catch up on emails/missed phone calls from vacation. Staff Meeting. Great Plains drill deliveries (Brueggemeier, Luebke). Site visit and survey work with Seth at streambank sites in Carver. Assisted Carver Co Parks with planting in Chaska

**Aaron Finke – District Technician**

- WCA-TEP meeting in Hollywood Twsp for potential wetland bank.
- WCA-TEP meeting in Chanhassen for fill violation near Bluff Creek.
- WCA-TEP meeting over fill violation in Norwood Young America. Will issue a certificate of satisfactory restoration.
- WCA-TEP meeting over fill violation in Chanhassen. Fill is on USFWS property.
- WCA-TEP meeting over boundaries in Mayer.
- WCA-Continued permitting assistance with landowner in Mayer over filling a wetland.
- WCA-Permitting assistance with landowner in Waconia.
- RIM-Wetland restoration for McDonald RIM site. Pre-Con meeting, Construction supervision, Surveying and staking.
- Ditches-Attended ditch inspectors meeting in Alexandria
- Education-Collected four soil profiles and made data sheets for each for science class in NYA.
- Education-Attended a cover crop training hosted by NRCS and BWSR.
- Education-Interviewed and wrote article for Carver County outstanding conservationist.

**Seth Ristow – Resource Conservation Technician**
- Provided weekly plan review for the WMO
- Designed an overflow garden, for a Cleanwater Steward, in a conveyance system in Minnetonka
- Conducted site visits for potential cost share projects for RPBCWD
- Surveyed potential stream bank restoration project in downtown Carver
- Created a plan for improving habitat and reducing mowing by 4.5 acres, around Public Works Building
- Reviewed cost share plans and applications for RPBCWD
- Surveyed county properties with Chip to find a location to do a Ground Water Audit.
- Submitted application for Groundwater Audit of the Government Center
- Organized plans for Government Center Planting
- Answered questions at Carver County Fair booth
- Went over plan to plant Oakwood Church (Finally)
- Conducted site visits for WMO cost share program
- Meet with Mike and Marcus to discuss potential SWCD Pollinator Program
- Met on site with contractors for Phase II of Chaska Kindergarten Center
- Reviewed plantings at Porter Way Solar Site.

**Ben Datres – Farm Bill Technician**
- CREP applications: Continuing to put together CREP proposals for restorable wetlands I have identified on GIS. BWSR Q&A conference call, updates on where things are at and what to expect.
  - Beier- Working with title agent on specific trust documents. Reviewed prelim construction plans and submitted comments. BWSR sent out final plans to us.
    - Kreye/McGenney- Title work almost done
  - Willard Stender- CREP application has been approved, CRP-1 signed.
  - Cheri Johnson- Contractor has been approved. Ag Preserve issue on Title work has been cleared, waiting on title agent and then should be ready to close.
  - Cheri Johnson #2- CREP application was approved, restoration plans for NRCS
  - Mike Lynch – Application was approved, talked with BWSR about restorations. Assisted NRCS with seeding questions.
  - Ken Lenzen- working with him on a potential CREP application, boundary staked.
- Staked Gary Grimm CRP buffer
- Annual RIM Inspections- working on inspecting RIM sites; updating digital records and inspection forms that were missing.
- Government Center- Assisted Seth with site prep and planting.
- Buffers: Will start inspecting/sending out letters as crops come off.
- Providing assistance as needed when landowners call in about Buffers, CRP, CREP, other cost share programs etc.
- Facebook page- trying to add weekly content to the page on things our office does.
- Had off for a week and a half.
Metropolitan Area Conservation Districts
Minnesota Association of Soil & Water Conservation Districts

Members: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington & Wright SWCDs

Metropolitan Area Conservation Districts Fall Meeting
Friday, November 16, 2018
Cabela’s 2nd Floor Conference Room
20200 Rogers Dr, Rogers, MN 55374

AGENDA:

9:30  **Audit Committee:** Wetter (Wright), Burandt (Carver), Schoenecker (Scott)

   **Budget Committee:** Goenner (Sherburne), Zabel (Carver), Zanmiller (Dakota), Cleveland (Chisago), plus one vacant position

   **Education Committee:** Truchon (Anoka), LeMay (Anoka), Blake (Washington), plus two vacant positions

10:00  *Call to Order, Pledge of Allegiance, Roll Call*

10:05  **Business Meeting Items**
   • Approve Agenda, Secretary’s Report, Treasurer’s Report, and MACD Committee Reports

10:20  **2019 MACD and MASWCD Draft Budgets**

10:30  **Tom Gile, BWSR Buffer and Soil Loss Coordinator**
   • State Buffer Law Compliance and Soil Loss Ordinance Update

11:10  **Troy Daniell, NRCS State Conservationist**

11:30  **Doug Thomas, BWSR Assistant Director for Regional Operations**

12:00  **Lunch – On your own**

1:00  **Teresa McDill, MPCA East Central Watershed Section Manager, and Brian Livingston, Supervisor East Central Watershed Unit**
   • Statewide Chloride Management Plan
   • TMDLs and 1W1P Concerns
   • 319 Focus Changes

1:45  **LeAnn Buck, MASWCD Executive Director**

2:15  **Election of Officers**
   • Director
   • Co-Director
   • Secretary/Treasurer

2:30  **Adjournment**

Reminder: MASWCD Convention – Dec. 9-11 at the DoubleTree Hotel Bloomington

MACD’s purpose is to provide for education, communication, cooperation, and coordination between and among its member districts and affiliated partners, in order that the quality of the natural resources and environment within the member districts jurisdiction and MACD as a whole, will be maintained and improved to the greatest possible extent.
This project stabilized 715 feet of actively eroding streambank on the South Fork Crow River in Camden Township, MN. Due to a rapidly eroding streambank at an outside bend, public infrastructure (84th Street) was in jeopardy.

The streambank stabilization project was designed using toe-wood sod mat to stabilize the eroding bank, protect infrastructure as well as provide aquatic habitat. Construction utilized woody debris and vegetation mats to create a floodplain bench to reduce sheer stress and velocities on bank material.

**Project:**

**Practice:**
Streambank Stabilization

**Benefits:**
- Reduced Soil Loss and Erosion.
- Improved Water Quality
- Streambank Stabilization
- Habitat Improvement

**Watershed:**
South Fork Crow River

**Construction:**
Jan/February 2018
Reshaping Occurred in August 2018

**Funding:**
- $194,847.50 Initial Project Cost
- $8,497.50 Reshaping/Repair work following spring floods

**Funding Sources**
- CPL Grant = $140,883
- Camden Township = $10,000.00
- DRAP Funds = $48,409.35
- Carver WMO = $5,000

**Payment Authorization:**
- $27,982.25
- $19,484.75 10% W/H
- $8,497.50 Add’l Work

**Carver County Soil and Water Conservation District**
11360 Highway 212, Suite 6
Cologne, MN 55322
(952) 466-5230 | www.co.carver.mn.us/swcd
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 553228020 (Grantee).

This grant is for the following Grant Programs:

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P19-2342</td>
<td>2019 - SWCD Local Capacity Services (Carver SWCD)</td>
<td>$100,000</td>
</tr>
<tr>
<td>P19-2434</td>
<td>2019 - Buffer Law (Carver SWCD)</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**Total Grant Awarded:** $120,000

**Recitals**

1. This Grant Agreement is for the FY 2019 SWCD Local Capacity Services and Buffer Law Implementation Program Grants.
2. The Laws of Minnesota 2017, Regular Session, Chapter 91, Article 2, Section 7(n), appropriated FY 2019 Local Capacity Services to the Board of Water and Soil Resources (Board).
3. The Laws of Minnesota 2017, Regular Session, Chapter 91, Article 2, Section 7(e), appropriated FY 2019 Buffer Law Implementation funds to the Board.
4. The Board has adopted the Fiscal Year 2019 Local Capacity Grants Program, Board Order #18-32, and the Fiscal 2019 Buffer Implementation Grants Program, Board Order #18-31, to authorize and allocate these grants.
5. The Grantee has submitted BWSR approved work plans for the Local Capacity Services and Buffer Program Implementation Grants, which are incorporated into this agreement.
6. The Grantee represents that it is duly qualified to receive this grant and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State’s Authorized Representative is Melissa Lewis, Assistant Section Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-4735, 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:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

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

1. Term of 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, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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 Workplans, which are incorporated into this Agreement; and, abide by the SWCD Conservation Delivery and Capacity Grants Policy for the Local Capacity Services Grants, and FY 2018 Clean Water Funds Policy for the Buffer Program 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, 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.

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 FY 2019 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 stated above.

5. Conditions of Payment
   All services provided by the Grantee under this Grant Agreement must be performed to the State’s satisfaction, as 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. All Grantees must follow the Grants Administration Manual policy, procedure, and guidance. Minnesota Statutes §103C.401 (2014) establishes the 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 an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

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 amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original 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. § 168.98, 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 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 and include the Clean Water Legacy Logo. 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 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 contract if the State finds that there has been a failure to comply with the provisions of this grant contract, 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 wages 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 rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to
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 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. Works 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 States 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:                                                                                                          By:

(print)                                                                                                     (print)

______________________________                                                                               ______________________________

(signature)                                                                                                    (signature)

Title:                                                                                                        Title:

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