



11360 Highway 212 STE 6  
Cologne, MN 55322  
(952) 466-5230

<https://www.carvercountymn.gov/swcd>

## Minutes of the March 21, 2024, Carver SWCD Board Meeting Held in Conference Room 1 at the Public Works Facility in Cologne, MN

### Board Members Present:

Chair, Marcus Zbinden  
Vice Chair, Stanley Wendland  
Member, Robert Burandt

### Board Members Absent:

Secretary/Treasurer, Jeffrey Sons  
Member, Mark Zabel

### SWCD Staff Present:

District Manager, Mike Wanous  
Admin. & Finance Specialist, Felicia Brockoff

### Other Attendees:

Carver County Commissioner, John Fahey  
Carver Co. Public Services Deputy Director, Paul Moline  
NRCS District Conservationist, Katie Mattila  
Farm Service Agency, Rachel Hendrickson  
Farm Service Agency, Nicole Lieske

### 1. Call to Order.

Chair Zbinden called the meeting to order at 8:02 a.m. Since Supervisor Sons will be absent from this meeting, Chair Zbinden appointed Supervisor Burandt as the Secretary/Treasurer.

### 2. Public Comments – None.

### 3. Agenda review and adoption.

Resolution 011-2024: Burandt moved, Wendland seconded, to approve the March 21, 2024, board meeting agenda as printed. Roll call vote: Burandt-aye; Sons-absent; Wendland-aye; Zabel-absent; Zbinden-aye. Motion carried.

### 4. Agency Reports

- a. NRCS report – Katie reported they are processing the 2024 EQIP applications, Carver County had 8 total that were preapproved. They are also working on CSP applications, Carver County had 5 that were approved. FSA has announced that the general CRP signup period will be from March 4-29, 2024. The local work group meetings need to be conducted by July 21.

She also reported that due to an adverse court decision, NRCS wetland determinations between 1990 and July 2, 1996, are not considered certified. All determinations made during that time will need to be redetermined.

- b. Carver County report – Paul reported he submitted the Green Corps application last week and will hopefully have an employee from September of 2024 through August of 2025. The convene group meetings have started to assemble, the group will discuss how to spend the \$700,000 in Watershed Based Implementation Funding (WBIF) received from BWSR. He mentioned a few potential projects including a gully stabilization near the Seminary Fen, the Carver Creek blowout project, and possibly the 82<sup>nd</sup> Street and Lyman Boulevard construction project. He also reported there is a new BWSR Board Conservationist for Carver County.

Nick Koltavy is working on a master plan for the Public Works facility, that would include identifying the native vegetation on the property as the County expands this campus. There will be a new driveway coming into the property, included with the new highway 212 reconstruction. Chair Zbinden mentioned he would like to see an electric charging station at this facility for electric vehicles. Paul gave a brief update on staffing, there is a Planner position, and a Water Resource Technician that needs to be filled in his area, as well as a Planner/Enforcement position in the Land Management department.

- c. FSA report – Rachel Hendrickson and Nicole Lieske reported that the dairy margin coverage (DMC) enrollment is open through April 29. There is a \$100 administrative fee that is needed prior to coverage approval. CRP general signup 62 is now open through March 29. They also reported that the next McLeod/Carver County Committee Meeting is scheduled for March 26.

## 5. Consent Agenda Items

Resolution 012-2024: Burandt moved, Wendland seconded to approve the following consent agenda items:

- a. Approval of the February 15, 2024, Board meeting minutes
- b. Acceptance of the February 2024 Treasurer’s Report

Roll call vote: Burandt-aye; Sons-absent; Wendland-aye; Zabel-absent; Zbinden-aye. Motion carried.

## 6. Regular Agenda Items

- a. Chair Zbinden reported the MCD dues reduction of \$800 was passed at the February 28 meeting. MCD has a 3-year workplan and budget, that was approved in 2022, when interest rates were rather low. The group is hoping with the reduction in dues, SWCD’s will consider contributing \$400 towards the Metro Area Envirothon.

Resolution 013-2024: Wendland moved, Burandt seconded to approve sending \$400 to Sherburne SWCD to support the 2024 Metro Area Envirothon. Roll call vote: Burandt-aye; Sons-absent; Wendland-aye; Zabel-absent; Zbinden-aye. Motion carried.

- b. The next MASWCD Area 4 meeting will be held Tuesday, March 26. Supervisors Burandt and Zbinden plan to attend. Mike will contact Supervisor Zabel about carpooling.
- c. Mike explained that NRCS is asking the SWCD for input for their Local Work Group process. Typically, the LWG meets after a regular board meeting with NRCS staff to discuss local issues. The consensus of the Board was that the Local Work Group meeting will be held immediately following the June 20 SWCD board meeting.
- d. Patricia Stai has signed up for cost-share assistance to construct a 280’ grassed waterway in a farm field. The total cost of the project is estimated at \$3,810, with \$2,857.50 in cost-sharing assistance (75% of the total), using funds from the FY2022 State cost-share grant.

Resolution 014-2024: Wendland moved, Burandt seconded to approve Patricia Stai’s cost-share request to construct a grassed waterway, total cost of \$3,810, cost-sharing not to exceed \$2,857.50, FY 2022 State cost-share grant. Roll call vote: Burandt-aye; Sons-absent; Wendland-aye; Zabel-absent; Zbinden-aye. Motion carried.

- e. The SWCD needs to replace the 2004 Ford F250 truck. The mechanics have inspected the vehicle, and informed Mike that the drive shaft in the truck is about to break. We have gone through Carver County’s contract with the State of Minnesota for cooperative purchasing at reduced rates. Mike is suggesting the SWCD enters its own agreement with the State of Minnesota, to purchase vehicles under the State contract. There is no cost, but a formal agreement is needed.

Resolution 015-2024: Wendland moved, Burandt seconded to approve the cooperative purchasing agreement with the Minnesota Department of Administration State Procurement and authorize the District Manager to sign the agreement on behalf of the Carver SWCD. Roll call vote: Burandt-aye; Sons-absent; Wendland-aye; Zabel-absent; Zbinden-aye. Motion carried.

## 7. SWCD Board Committee & SWCD Staff Monthly Reports

- a. Personnel Committee (Zabel, Zbinden) – Seth’s 8-year anniversary with the SWCD was on February 29.
- b. Metro Conservation District’s (MCD) Committee (Zbinden; Wendland alt.) – The MCD committee met on February 28. The dues discussion was held earlier. Mike reported that the next round of BWSR ETA funding was approved, and the MN State Fair contract for the Children’s Water Festival was also approved.
- c. Education & Outreach Committee (Sons, Wendland) – nothing to report.
- d. Budget Committee (Burandt, Sons) – nothing to report.
- e. WMO Advisory Committee (Wendland; Zbinden alt.) – Supervisor Wendland reported on the March 5 meeting. There were two presentations that evening, one from the Riley-Purgatory-Bluff Creek Watershed District, and one from the Carver WMO. He highlighted the information that was presented.
- f. Carver County Leaders (CCL) Committee (Burandt; Sons alt.) – Supervisor Burandt reported on the February 27 meeting. The main topic of discussion was the legalization of marijuana, and how Carver County will regulate it. The group discussed meeting at Paradise Commons for the next meeting to try and get more members to attend.
- g. South Fork Crow River 1W1P (Zabel; Wendland alt.) – Mike reported Supervisor Zabel attended the March 8 meeting. The 1W1P for the South Fork Crow River is on BWSR’s Agenda for approval at the end of March. Mike reported that Renville SWCD will be the host and taking the lead for the funds and approved projects in the South Fork Crow River.
- h. The SWCD staff monthly progress report was presented and discussed.

## 8. Board of Supervisors Announcements

- a. Upcoming meetings/events:
  - March 26 – MASWCD Area 4 meeting
  - April 18 – SWCD Board meeting, 8:00 a.m.

## 9. Adjourn

Resolution 016-2024: Burandt moved, Wendland seconded to adjourn the meeting at 9:35 a.m. Roll call vote: Burandt-aye; Sons-absent; Wendland-aye; Zabel-absent; Zbinden-aye. Motion carried.

**Next Board Meeting:** Thursday, April 18, 2024, at 8:00 AM  
**Location:** Public Works Headquarters, Conference Room 1  
 11360 Highway 212, Cologne, MN 55322

Approved: \_\_\_\_\_ Date signed: April 18, 2024  
 Secretary/Treasurer

**Carver Soil & Water Conservation District**  
**Treasurer's Report**  
**As of March 31, 2024**

Date	Num	Name	Memo	Debit	Credit	Balance
<b>1000 Checking-Security Bank</b>						6,797.83
03/04/2024	3648	Tree Refunds Payable	2024-123 Refund		55.00	6,742.83
03/04/2024	3649	Elan Financial Services	1335		106.63	6,636.20
03/04/2024	3650	HSA Bank	#W526828 February Fees		15.00	6,621.20
03/04/2024			Funds Transfer-412680610	40,000.00		46,621.20
03/04/2024	2024-12	Shift4 Payments CC Fee	Credit Card Terminal Fees		29.07	46,592.13
03/04/2024	3651	NCPERS Group Life Ins.	910300-032024		16.00	46,576.13
03/05/2024			Deposit-Trees	385.00		46,961.13
03/06/2024			Deposit-Trees	720.00		47,681.13
03/07/2024			Deposit-Trees	345.00		48,026.13
03/12/2024			Deposit-Trees	110.00		48,136.13
03/13/2024	3652	Tree Refunds Payable	2024-126 Refund		55.00	48,081.13
03/14/2024		QuickBooks Payroll Serv...	Created by Payroll Service on 03/06/2024		16,520.74	31,560.39
03/14/2024			Deposit-Trees	397.00		31,957.39
03/15/2024	DD0924	Brockoff, Felicia L.	Direct Deposit	0.00		31,957.39
03/15/2024	DD0925	Datres, Benjamin R.	Direct Deposit	0.00		31,957.39
03/15/2024	DD0926	Genelin, Thomas M.	Direct Deposit	0.00		31,957.39
03/15/2024	DD0927	Meiller, Terry J.	Direct Deposit	0.00		31,957.39
03/15/2024	DD0928	Polster, Tyler J.	Direct Deposit	0.00		31,957.39
03/15/2024	DD0929	Ristow, Seth E.	Direct Deposit	0.00		31,957.39
03/15/2024	DD0930	Wanous, Richard M.	Direct Deposit	0.00		31,957.39
03/15/2024	EFT-655	HSA Bank	41-1385530		867.00	31,090.39
03/15/2024	EFT-656	Minnesota Revenue	7694248		1,077.00	30,013.39
03/15/2024	EFT-657	MSRS	Employee Elective		260.00	29,753.39
03/15/2024	EFT-658	PERA	9103-00		3,388.13	26,365.26
03/15/2024	EFT-659	US Treasury IRS	41-1385530		5,713.44	20,651.82
03/15/2024			Deposit-Trees	165.00		20,816.82
03/20/2024			Deposit-Trees	984.00		21,800.82
03/20/2024	0324-INS	Carver County	March Insurance	0.00		21,800.82
03/21/2024			Deposit-Trees	226.00		22,026.82
03/22/2024			Deposit-Trees	312.00		22,338.82
03/25/2024			Deposit-Trees	393.00		22,731.82
03/25/2024			Funds Transfer-415254696	50,000.00		72,731.82
03/26/2024		QuickBooks Payroll Serv...	Created by Direct Deposit Service on 03/25/2...		1.75	72,730.07
03/26/2024			Deposit-Trees	459.00		73,189.07
03/27/2024	EFT-660	Carver County	PW-6682 and March Insurance		10,162.57	63,026.50
03/27/2024			Deposit-Trees	105.00		63,131.50
03/28/2024		QuickBooks Payroll Serv...	Created by Payroll Service on 03/25/2024		18,141.54	44,989.96
03/28/2024			Deposit-Trees	40.00		45,029.96
03/29/2024	DD0931	Brockoff, Felicia L.	Direct Deposit	0.00		45,029.96
03/29/2024	DD0932	Datres, Benjamin R.	Direct Deposit	0.00		45,029.96
03/29/2024	DD0933	Genelin, Thomas M.	Direct Deposit	0.00		45,029.96
03/29/2024	DD0934	Meiller, Terry J.	Direct Deposit	0.00		45,029.96
03/29/2024	DD0935	Polster, Tyler J.	Direct Deposit	0.00		45,029.96
03/29/2024	DD0936	Ristow, Seth E.	Direct Deposit	0.00		45,029.96
03/29/2024	DD0937	Wanous, Richard M.	Direct Deposit	0.00		45,029.96
03/29/2024	DD0938	Burandt, Robert L.	Direct Deposit	0.00		45,029.96
03/29/2024	3653	Sons, Jeffrey R.	Q1 Compensation		249.63	44,780.33
03/29/2024	DD0939	Wendland, Stanley P.	Direct Deposit	0.00		44,780.33
03/29/2024	DD0940	Zabel, Mark A.	Direct Deposit	0.00		44,780.33
03/29/2024	DD0941	Zbinden, Marcus R.	Direct Deposit	0.00		44,780.33
03/29/2024	EFT-661	HSA Bank	41-1385530		867.00	43,913.33
03/29/2024	EFT-662	Minnesota Revenue	7694248		1,076.00	42,837.33
03/29/2024	EFT-663	MSRS	Employee Elective		260.00	42,577.33
03/29/2024	EFT-665	US Treasury IRS	41-1385530		5,869.18	36,708.15
03/29/2024	EFT-664	PERA	9103-00		3,440.63	33,267.52
03/31/2024			Interest	0.57		33,268.09
Total 1000 Checking-Security Bank				94,641.57	68,171.31	33,268.09
<b>1100 Savings-Security Bank</b>						337,490.51
03/04/2024			Funds Transfer-412680610		40,000.00	297,490.51
03/06/2024			Deposit-RIM Inspections/CREP TA	10,150.00		307,640.51
03/25/2024			Funds Transfer-415254696		50,000.00	257,640.51
03/27/2024			Deposit-Trees	320.00		257,960.51
03/31/2024			Interest	334.91		258,295.42
Total 1100 Savings-Security Bank				10,804.91	90,000.00	258,295.42
<b>1110 Member Savings-SouthPoint</b>						10.00

**Carver Soil & Water Conservation District**  
**Treasurer's Report**  
As of March 31, 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
		Total 1110 Member Savings-SouthPoint				10.00
		<b>1150 Savings Citizens NYA</b>				80,275.60
03/31/2024			Interest	79.73		80,355.33
		Total 1150 Savings Citizens NYA		79.73	0.00	80,355.33
		<b>1200 Investments CD's</b>				614,958.09
		<b>12.SB&amp;T **162 (5.00%-07/13/24)</b>				51,906.51
		Total 12.SB&T **162 (5.00%-07/13/24)				51,906.51
		<b>12.SPCU**871 (5.10%-07/18/24)</b>				102,472.74
03/31/2024	2024-14		Interest earned on CD Q1	2,628.95		105,101.69
		Total 12.SPCU**871 (5.10%-07/18/24)		2,628.95	0.00	105,101.69
		<b>12.ONB**918 (4.75%-08/01/2024)</b>				103,518.84
		Total 12.ONB**918 (4.75%-08/01/2024)				103,518.84
		<b>12.SB&amp;T **407 (5.00%-08/07/24)</b>				150,000.00
		Total 12.SB&T **407 (5.00%-08/07/24)				150,000.00
		<b>12.MCB **766 (5.15%-11/14/24)</b>				103,530.00
		Total 12.MCB **766 (5.15%-11/14/24)				103,530.00
		<b>12.MCB**557 (5.15%-11/28/24)</b>				103,530.00
		Total 12.MCB**557 (5.15%-11/28/24)				103,530.00
		Total 1200 Investments CD's		2,628.95	0.00	617,587.04
		<b>TOTAL</b>		<b>108,155.16</b>	<b>158,171.31</b>	<b>989,515.88</b>



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## Treasurer's Monthly Report Program Summary - March 2024

<u>Funds</u>	Cash Balance <u>2/28/2024</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash Balance <u>3/31/2024</u>
BWSR Buffer Implementation	\$49,416.71		\$3,896.66	\$45,520.05
BWSR Conservation Delivery	\$3,531.58		\$3,531.58	\$0.00
BWSR District Capacity	\$93,535.56			\$93,535.56
BWSR Soil Health Cost-Share	\$0.00			\$0.00
BWSR State Cost Share	\$57,806.80			\$57,806.80
BWSR WBIF (Waconia & Eagle)	\$36,054.05			\$36,054.05
SWCD Operating Funds	\$700,016.33	\$18,155.16	\$60,743.07	\$657,428.42
District Escrow	\$99,171.00			\$99,171.00
<b>TOTAL</b>	<b>\$1,039,532.03</b>	<b>\$18,155.16</b>	<b>\$68,171.31</b>	<b>\$989,515.88</b>
<u>Use of Cash</u>				
1000 Checking Security Bank	\$6,797.83	\$94,641.57	\$68,171.31	\$33,268.09
1100 Savings-Security Bank	\$337,490.51	\$10,804.91	\$90,000.00	\$258,295.42
1110 Savings-South Point CU	\$10.00			\$10.00
1150 Savings-Citizens NYA	\$80,275.60	\$79.73		\$80,355.33
1200 Investments CD's	\$614,958.09	\$2,628.95		\$617,587.04
<b>TOTAL</b>	<b>\$1,039,532.03</b>	<b>\$108,155.16</b>	<b>\$158,171.31</b>	<b>\$989,515.88</b>

Carver SWCD Board Treasurer

4/18/2024

Date

**Carver Soil & Water Conservation District**  
**Balance Sheet**  
As of March 31, 2024

	<b>Mar 31, 24</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 Checking-Security Bank	33,268.09
1100 Savings-Security Bank	258,295.42
1110 Member Savings-SouthPoint	10.00
1150 Savings Citizens NYA	80,355.33
1200 Investments CD's	617,587.04
<b>Total Checking/Savings</b>	989,515.88
<b>Accounts Receivable</b>	
1300 Accounts Receivable	9,982.50
<b>Total Accounts Receivable</b>	9,982.50
<b>Total Current Assets</b>	999,498.38
<b>TOTAL ASSETS</b>	<b>999,498.38</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2200 Payroll Liabilities	4.58
2300 Sales Tax Payable	1,977.37
2400 Unearned-Deferred Revenue	
2402 Buffer Implementation	45,520.05
2405 Cost-Share	57,806.80
2406 District Capacity Funds	93,535.56
2408 WBIF Grants	36,054.05
<b>Total 2400 Unearned-Deferred Revenue</b>	232,916.46
<b>Total Other Current Liabilities</b>	234,898.41
<b>Total Current Liabilities</b>	234,898.41
<b>Total Liabilities</b>	234,898.41
<b>Equity</b>	
3000 FUND BALANCE	777,922.62
Net Income	-13,322.65
<b>Total Equity</b>	764,599.97
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>999,498.38</b>



**Carver Soil & Water Conservation District**  
**Budget vs. Actual**  
 January through March 2024

	<u>Jan - Mar 24</u>	<u>Budget</u>	<u>\$ Over Budg...</u>	<u>% of Budget</u>
<b>Income</b>				
4000 Intergovernmental County	136,697.00	574,300.00	-437,603.00	23.8%
4100 Intergovernmental Local	3,653.00	47,500.00	-43,847.00	7.7%
4200 Intergovernmental State	45,576.05	369,000.00	-323,423.95	12.4%
4300 Charges for Services	23,629.07	31,000.00	-7,370.93	76.2%
4400 Interest Earnings	2,157.66	17,500.00	-15,342.34	12.3%
4500 Miscellaneous Revenues	4.00	7,500.00	-7,496.00	0.1%
<b>Total Income</b>	<b>211,716.78</b>	<b>1,046,800.00</b>	<b>-835,083.22</b>	<b>20.2%</b>
<b>Expense</b>				
<b>5000 District Operations</b>				
<b>5100 Personnel Services</b>				
5101 Payroll Expenses	151,755.67	591,640.00	-439,884.33	25.7%
5102 Payroll Fees	246.75	550.00	-303.25	44.9%
5103 SWCD - FICA/Medicare	11,001.55	45,260.00	-34,258.45	24.3%
5104 SWCD - Insurance Ben.	26,907.15	100,000.00	-73,092.85	26.9%
5105 SWCD - PERA & DCP	11,067.52	43,623.00	-32,555.48	25.4%
<b>Total 5100 Personnel Services</b>	<b>200,978.64</b>	<b>781,073.00</b>	<b>-580,094.36</b>	<b>25.7%</b>
<b>5200 Other Services &amp; Charges</b>				
5201 Dues	7,527.92	9,000.00	-1,472.08	83.6%
5202 Education & Promotion	0.00	5,000.00	-5,000.00	0.0%
5203 Employee Expense	1,027.40	5,000.00	-3,972.60	20.5%
5204 Equipment Repairs	0.00	1,000.00	-1,000.00	0.0%
5205 MCIT Insurance Coverage	13,084.00	14,000.00	-916.00	93.5%
5206 Mileage	241.60	2,000.00	-1,758.40	12.1%
5207 Office Operations/Misc.	1,269.10	10,000.00	-8,730.90	12.7%
5208 Professional Services	0.00	3,750.00	-3,750.00	0.0%
5209 Supervisor Expenses	0.00	2,500.00	-2,500.00	0.0%
5220 Vehicle/Equipment Expenses	536.33	6,000.00	-5,463.67	8.9%
<b>Total 5200 Other Services &amp; Charges</b>	<b>23,686.35</b>	<b>58,250.00</b>	<b>-34,563.65</b>	<b>40.7%</b>
5300 Supplies - Office & Field	101.15	3,500.00	-3,398.85	2.9%
5400 Capital Outlay	0.00	40,000.00	-40,000.00	0.0%
<b>Total 5000 District Operations</b>	<b>224,766.14</b>	<b>882,823.00</b>	<b>-658,056.86</b>	<b>25.5%</b>
<b>6000 Project Expenses</b>				
6100 District Projects	273.29	60,000.00	-59,726.71	0.5%
6200 State Projects	0.00	103,977.00	-103,977.00	0.0%
<b>Total 6000 Project Expenses</b>	<b>273.29</b>	<b>163,977.00</b>	<b>-163,703.71</b>	<b>0.2%</b>
<b>Total Expense</b>	<b>225,039.43</b>	<b>1,046,800.00</b>	<b>-821,760.57</b>	<b>21.5%</b>
<b>Net Income</b>	<b><u>-13,322.65</u></b>	<b><u>0.00</u></b>	<b><u>-13,322.65</u></b>	<b><u>100.0%</u></b>





# REQUEST FOR BOARD ACTION

## Regular Agenda

**Meeting Date:** April 18, 2024

**Prepared by:** Terry Meiller

**PURPOSE/ACTION REQUESTED:**

Request to approve a cost-share contract with Samantha Hancock to complete some needed repair and erosion control on two grassed waterways. Total cost estimate is \$3,669.00 and cost-share not to exceed 73% (\$2,686.90 – remaining funds available in FY2022 cost-share).

**SUMMARY:**

Samantha Hancock is requesting cost-share assistance to repair 2 grassed waterways in Waconia Township section 9. The grassed waterways are located in a pasture that takes runoff from the farmstead and buildings. Due to the drought conditions in 2023, vegetation never established and washing occurred following some heavy rains.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Samantha Hancock cost-share contract.

**EXPLANATION OF FISCAL/FTE IMPACT:**

FY2022 state cost-share funds - \$2,686.90 (using the remaining grant amount)

**Supporting Documents:**

Fact Sheet and map attached.

**Previous Board Action:**

N/A



# Project Fact Sheet

**Samantha Hancock**

**Waconia Township**

**Grassed Waterway Repair**

### Cooperator and Location

Name: Samantha Hancock  
 Address: 12825 Co Road 30  
 City/Twp.: Waconia (Waconia-09)  
 Watershed: Carver Creek

### Project Details

Practice: Grassed Waterway (412)  
 Quantity: 530 Linear Feet  
 Project ID:  
 Construction: Spring of 2024

### Funding

Grant: State Cost-Share FY 2022  
 Total Cost: **\$3,669.00**  
 Cost-Share: \$2,686.90 (73% of total)  
*Using remaining FY22 funds*  
 Landowner Cost: \$982.10

### Project Overview

The purpose of this project is to repair 2 grassed waterways totaling 530 linear feet, that didn't get established due to the drought conditions in 2024. Some erosion occurred following installation of the grassed waterways from heavy rains prior to vegetation getting established.



### Environmental Benefits

Parameter	Saved
Soil Erosion (tons per year)	<b>24.7</b>
Sediment (tons per year)	<b>1.4</b>
Phosphorus (pounds per year)	<b>1.5</b>





# REQUEST FOR BOARD ACTION

## Regular Agenda

**Meeting Date:** April 18, 2024

**Prepared by:** Mike Wanous/Felicia Brockoff

**PURPOSE/ACTION REQUESTED:**

Consider creating a new website for the SWCD that will allow for online tree sales.

**SUMMARY:**

The current SWCD website is built off the County website platform and has certain limitations. Staff have researched the cost of creating a new website for the SWCD and the new website would allow for customers to order and pay for trees online (starting in 2025). Other payments could be made online also, such as drill rental payments. Most other SWCD's have moved to online tree sales as technology has made the process easier.

**STAFF RECOMMENDATION:**

Staff recommends developing a new website and online tree sale.

**EXPLANATION OF FISCAL/FTE IMPACT:**

\$4,000 estimate to design a new website and online store, plus an annual \$300 website and email hosting. Funds are available in the FY2022 District Capacity Grant for technology.

**Supporting Documents:**

Brettworks Estimate

**Previous Board Action:**

N/A

**brettworxtech**

PO Box 4011  
Mankato, MN 56002  
(507) 262-2100

Estimate #2609

**ESTIMATE**

Estimate Date: 04/10/2024

**Carver County SWCD**

Description	Time/Quantity	Rate (USD)	Tax	Total
<b>Website</b>	<b>1</b>	<b>\$ 4,000.00</b>	<b>No Tax</b>	<b>\$ 4,000.00</b>
<p>Design and Develop website for Carver County Soil &amp; Water Conservation District. Site will include pages currently on the site with easily accessible navigation.</p> <p>-The new site will also have an online store for the annual tree sale. Store will be able to keep inventory, email invoices, export reports etc.</p> <p>-Site will be editable by SWCD staff and edits and changes can also be instructed to Brettworks. If time to do edits is longer than what is included in monthly hosting we will let you know before work is started.</p> <p>-Assist Carver SWDC setting up Stripe for credit card processing for online sales.</p> <p>-We estimate \$3000-\$5000 in development time. The amount above is what we are estimating. We keep this a range as it is common for things to change or additional features wanted as the project goes on.</p> <p>-Completion time may vary but do expect to have a working website with approved design within 1 1/2 months. We like to do a soft launch after design is approved and add additional features following.</p>				
<b>Hosting</b>	<b>12</b>	<b>\$ 25.00</b>	<b>No Tax</b>	<b>\$ 300.00</b>
<p>Website &amp; Email Hosting w/Domain for <a href="http://www.carverswcd.org">http://www.carverswcd.org</a></p> <p>Domain Registration is included in this hosting fee.</p>				
			Subtotal:	\$ 4,300.00
			<b>Total:</b>	<b>\$ 4,300.00</b>



# REQUEST FOR BOARD ACTION

## Regular Agenda

**Meeting Date:** April 18, 2024

**Prepared by:** Mike Wanous

**PURPOSE/ACTION REQUESTED:**

Review the Joint Powers Collaborative Agreement for the South Fork Crow River.

**SUMMARY:**

The South Fork of the Crow River watershed plan has been approved by the BWSR Board. The next step in implementing the plan is to form the joint powers collaboration. A draft of the joint powers collaboration agreement has been sent out for review (attached). Carver SWCD is in a unique position as we do not need to be a party to this agreement since we are located within the 7-county metro area and all of our jurisdiction is covered by other comprehensive water management plans (WMO, RPBCWD, MCWD, LMRWD). However, we could be a party on this agreement and have a seat at the table for selecting projects/programs for implementation funding.

The Board should discuss/decide if they want to be a part of this joint powers collaborative agreement.

**STAFF RECOMMENDATION:**

Staff will provide some pros/cons, but it is a board decision.

**EXPLANATION OF FISCAL/FTE IMPACT:**

There is no fiscal impact.

**Supporting Documents:**

Agreement is attached

**Previous Board Action:**

N/A



**JOINT POWERS COLLABORATION AGREEMENT FOR THE IMPLEMENTATION OF  
THE SOUTH FORK CROW RIVER COMPREHENSIVE WATER MANAGEMENT PLAN**

This Agreement is made and entered into by and between:

The Counties of McLeod, Renville, Meeker, Kandiyohi and Wright, by and through their respective Boards of Commissioners; and

The McLeod, Renville, Meeker, Kandiyohi, Wright and Carver Soil and Water Conservation Districts, by and through their respective Boards of Supervisors; and

The City of Winsted, by and through its Council; and

The Buffalo Creek Watershed District, by and through its Board of Managers.

Collectively referred to as the "Parties."

The Parties are all Governmental Units as defined in Minnesota Statutes, section 471.59, subdivision 1. This Agreement is intended to create a Joint Powers Collaboration (JPC) and provide a framework for its operation pursuant to section 471.59. The recitals and provisions herein are intended to be integrated and, together, form the entirety of the Agreement.

The County-parties to this Agreement are political subdivisions of the State of Minnesota with water resource planning authority and obligations under Minnesota Statutes, chapter 103B; authority to carry out environmental programs and implement land use controls under Minnesota Statutes, chapter 375; and other water resource management and project authorities as otherwise provided by law.

The Soil and Water Conservation District (SWCD)-parties to this Agreement are political subdivisions of the State of Minnesota with water resource planning authority and obligations as well as authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes, chapter 103C and as otherwise provided by law.

The City-party to this Agreement is a political subdivision of the State of Minnesota with authority, pursuant to Minnesota Statutes, chapter 462, to regulate land uses; acquire property interests for conservation purposes; provide for the protection of recreation, agriculture, forestry, soil conservation, water supply conservation, conservation of shorelands and flood control; and to plan for, adopt goals and objectives for, and establish standards, procedures and regulations for the preservation of agricultural, forest, wildlife, and open space land and the minimization of development in sensitive shoreland areas.

The Watershed District-party to this Agreement is a special purpose unit of local government with water resource planning authority and obligations; authority to carry out environmental programs and implement land use controls; and other water resource management and project authorities as provided in Minnesota Statutes, chapter 103D and as otherwise provided by law.

The Parties have a common interest in implementing a comprehensive watershed management plan for the South Fork of the Crow River (One Watershed One Plan Planning Area 13) Watershed (the Watershed) to conserve soil and water resources through the implementation of projects, practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base and core economic activities, and protect public lands and waters.

The Parties enter this Agreement for the specific goal of implementing the State-approved Comprehensive Watershed Management Plan (the Plan), also known as *One Watershed, One Plan*, which the Parties have, cooperatively and jointly, developed for the Watershed.

This Agreement is entered into between the Parties pursuant to Minnesota Statutes, section 471.59 for the purpose of forming a JPC for implementation of the Plan.

The Parties desire to enter into this Agreement to identify the Parties' roles and responsibilities in implementing the Plan.

The Parties have a common interest, within the limits of their statutory or delegated authorities to implement the Plan within the Watershed.

Based on the foregoing, which shall be incorporated into and made part of this Agreement, the Parties enter the following:

### **Joint Powers Collaborative Agreement**

In consideration of the mutual promise and benefits that each shall derive from this Agreement, the Parties agree as follows:

1. Purpose and Establishment:
  - a. Purpose: This Agreement establishes the terms and conditions, governing structure, and processes by which the Parties will implement the Plan. The Plan provides a framework for consistency and cooperation for entities that operate within the Watershed to allow for the implementation of projects, programs and other activities within the Watershed that provide the highest return on investment for addressing water quality/quantity issues within the Watershed,



and to allow for the use of funds from various sources to be used by the Parties for administration consistent with State statutes, policies, guidelines and the Plan. Consistent with its terms and conditions, this Agreement authorizes the Parties to cooperatively exercise their common and similar power of local water planning and management notwithstanding the territorial limits within which they may otherwise exercise separately and to take action that will promote the goals listed in Minnesota Statutes, section 103B.801 and fulfill responsibilities under Minnesota Statutes, chapter 103B.

- b. Establishment: This Agreement establishes a Joint Powers Collaborative (the Collaborative) which may be formally referred to as the "South Fork Crow River Watershed Collaborative".

## 2. Eligibility and Procedure to Become a Party:

- a. Qualifying Party: An entity authorized to carry out water planning and resource management responsibilities within the Watershed is eligible to become a Party to this Agreement. To become a Party, the entity shall first adopt and commit to implementing the Plan, individually, jointly and collaboratively within its territorial boundary.
- b. Initial Parties: A Qualifying Party may be an Initial Party by qualifying under section 2(a), by adopting the Plan and by its governing board agreeing to become a Party and be bound by the terms of this Agreement within 120 days of State approval of the Plan. Such local unit of government shall also give notice of plan adoption in accordance with provisions of Minnesota Statutes, chapters 103B and 103D. Any Qualifying Party that desires to become a Party after expiration of the 120-day period for joining as an Initial Party, will be eligible to become a Party as an additional party pursuant to Section 2.c., below.
- c. Adding Parties: A Qualifying Party or other local unit of government that desires to become a Party to this Agreement at any time later than 120 days following State approval of the Plan, may become a Party upon the adoption of the Plan by the Party's governing board and by submitting to the Collaborative evidence that its governing board agrees to the terms and conditions of this Agreement and to be bound by the same.

Upon receipt of such evidence, the Collaborative shall issue a signature page to the local government unit and instructions to execute and return the same to the Collaborative along with the name and contact data of the representatives appointed by the local government unit to serve on the Collaborative's Management Committee.

3. Formation of the Management Committee:
  - a. The Management Committee shall consist of one member of each Party's governing board appointed by the governing board to serve a term of not more than three years.
  - b. A Committee member may be reappointed to subsequent terms so long as the member remains eligible to serve on the Committee.
  - c. Vacancies on the Committee shall occur as specified in Minnesota Statutes, section 351.02.
  - d. A Party may remove or replace its Committee member at its discretion upon 30 days' notice to the Collaborative.
  - e. A Party shall fill a vacancy of its Committee membership within 30 days of the vacancy.
  - f. Each Party shall be allowed one alternate Committee member, to be appointed from its governing Board, to serve a term concurrent with the primary Committee member. Alternate Committee members may exercise the rights, duties, privileges and obligations of a primary Committee member only in the absence of the primary Committee member. There shall be no proxy voting within the Committee.
  - g. Committee members and alternates shall serve without compensation or per diem from the Collaborative. However, a Party may compensate its Committee member and alternate as provided by the Party's policies or governance documents.
4. Meetings of the Management Committee:
  - a. The Management Committee shall meet at least once annually to review and adopt a biennial work plan, biennial work plan amendments and proposed amendments to the Plan.
  - b. Meetings of the Management Committee shall be subject to the Open Meeting Law, Minnesota Statutes, chapter 13D and any other applicable state or federal laws.
5. Management Committee Authorities: Within the limits of funding available to the Collaborative, the Parties authorize the Management Committee to exercise such authority and powers common to the Parties, and as limited herein, as are necessary and proper to fulfill its purpose of implementing the Plan. The Management Committee's exercise of authority shall be coordinated with and guided by the recommendations of the Technical Committee as described below. This authority shall

include, but not be limited to:

- a. Determine prioritization and allocation of available funding.
  - b. Revise and amend the Plan, subject to State approval.
  - c. Apply for grants and enter into grant contracts to implement projects, programs and priorities contained in the Plan, including administration thereof. The Management may delegate this authority to the Plan Coordinator and Fiscal Agent.
  - d. Seek and accept alternative forms of funding (gifts, donations, in-kind actions, or the like) to implement projects, programs and activities in furtherance of priorities contained in the Plan. The Management may delegate this authority to the Plan Coordinator and Fiscal Agent.
  - e. Adopt by-laws to govern Committee function.
  - f. Adopt policies to direct and coordinate organizational and administrative functions, processes and regulatory compliance.
  - g. Join or become a member of any State association of watershed or soil and water conservation organizations.
  - h. Purchase public liability insurance and such other bonds or insurance as it may deem necessary.
6. Designation of Plan Coordinator and Fiscal Agent:
- a. The Parties hereby designate the Renville County Soil and Water Conservation District as Plan Coordinator and Fiscal Agent for all activities and financial resources of the Collaborative pursuant to the Plan.
  - b. The Plan Coordinator and Fiscal Agent shall designate a competent and qualified employee as the primary point of contact and responsible party for the Plan, grant and fiscal administration and biennial work plan implementation.
  - c. The Plan Coordinator and Fiscal Agent shall be responsible for:
    - i. Retaining all data collected, created, received, maintained or disseminated for any purpose of the activities undertaken pursuant to this Agreement and retain the same for a minimum of six years after the termination of the Agreement or as required by any funding source, whichever is longer in duration;

- ii. ensuring a full accounting using generally accepted auditing practices of all financial obligations of the Collaborative;
- iii. allowing, as required by Minnesota Statutes, section 16C.05, access and the right to examine, audit, excerpt or transcribe any documents pertinent to the accounting practices and procedures and fiscal transactions relating to this Agreement for the purposes of auditing by any Party, the State Auditor or others as the Management Committee directs;
- iv. coordinating the work of the Technical Committee;
- v. providing to the Management Committee reports on the fiscal transactions that have occurred pursuant to the biennial work plan; and
- vi. ensuring that reporting requirements of funding sources or under grant or other, similar agreements are met.

7. Designation and Establishment of a Technical Committee:

- a. Each Party shall designate one member of its technical or other staff to participate as a member of the Technical Committee of the Collaborative.
- b. The Technical Committee shall organize itself, in coordination with the Plan Coordinator, and establish a schedule to facilitate performance of its responsibilities under this Agreement.
- c. The duties of the Technical Committee shall be to aid the Collaborative in technical implementation of the Plan, including projects, programs and activities implemented thereunder; supervise projects; recommend revisions and amendments to the Plan; and identify and prioritize projects, programs and activities within the Plan which would be best addressed on a multi-Party basis; identify and recommend projects, programs and activities for consideration by the Collaborative that have been requested by citizens or municipalities in the Watershed and for such other matters for which the Collaborative or Management Committee requests its assistance.
- d. The Technical Committee shall be responsible for developing a biennial work plan, biennial work plan amendments, and propose plan amendments for consideration and adoption by the Management Committee. The biennial work plan shall identify each Party or Parties responsible for implementing projects, programs and activities to be implemented under the approved work plan.
- e. Development of the biennial work plan and any amendments thereto shall follow the priorities outlined in the Plan.

- f. The biennial work plan shall include a budget and allocation of funding for projects, programs and activities. Funding of projects, programs and activities within the biennial work plan shall follow the priorities outlined in the Plan.
  - g. Nothing in this Agreement or in the function of the Technical Committee shall require an equal distribution of available funding among the Parties. Rather, the Technical Committee shall use the Plan and the priorities set forth therein in evaluating and recommending projects, programs and activities and the allocation of available funding thereto. Nothing in this Agreement or in the function of the Technical Committee shall prevent an allocation of funding to a party to cover administrative or other eligible costs associated with Plan implementation.
8. General Provisions:
- a. By executing this Agreement, the Parties recognize the Management Committee as an independent management authority of the Collaborative.
  - b. Records of the Collaborative shall be subject to the Data Practices Act, Minnesota Statutes, chapter 13 and any other applicable state or federal laws.
  - c. Contracts let by the Plan Coordinator, Fiscal Agent or any Party in furtherance of the Plan shall conform to the requirements applicable to the County-Parties to this Agreement.
  - d. The Management Committee may conduct an annual or other periodic audit of the financial condition of the Collaborative.
  - e. With the approval of the Management Committee and as part of the budget adopted in the biennial work plan, the Plan Coordinator may purchase liability insurance for the Collaborative through the Minnesota Counties Intergovernmental Trust or similar provider, including Directors' and Officers' liability coverage for the Parties' Management Committee member.
  - f. Any Party may withdraw from this Agreement by adopting a resolution specifically referencing its intent to withdraw and delivering said resolution to each other Party to this Agreement. The withdrawal shall not be effective until six months after the resolution is delivered to each other Party to this Agreement. The effective date of withdrawal can be earlier upon the consent of two-thirds of the non-withdrawing Parties and the Management Committee.
  - g. A Party shall not be relieved of its obligations under this Agreement until the effective date of withdrawal.
  - h. Withdrawal of any Party shall not nullify this Agreement as to the remaining Parties.

- i. This Agreement and the Collaborative shall be of perpetual duration and shall become void, terminated or dissolved only upon:
  - i. Withdrawal of both Parties from single County; or
  - ii. Failure of the State Board of Water and Soil Resources, or successor agency, to approve a subsequent Plan for the Watershed; or
  - iii. Rescission of authorizing or enabling legislation for the Plan, or a successor Plan, or all Parties' authority to adopt or implement the Plan, or a successor Plan.
- j. Upon voiding, terminating or dissolving of this Agreement and the Collaborative, the Management Committee shall continue to exist as long as is necessary to wind-up and conclude the affairs subject to this Agreement.
- k. This Agreement may be amended by unanimous vote of all Parties upon the recommendation of any Party or the Management Committee.
- l. The Collaborative shall comply with all laws and rules that govern public entities in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, chapter 466.
- m. The Collaborative and each Party hereto shall fully defend, indemnify and hold harmless the Parties and Management Committee against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the employees or agents of Collaborative. This agreement to indemnify and hold harmless does not constitute a waiver by any Party of limitations on liability under Minnesota Statutes section 466.04.
- n. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed individual cooperating entities for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a); provided further that for purposes of section 471.59, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties.
- o. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- p. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall

not affect the remaining portions of this Agreement.

- q. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement. This Agreement may be executed in multiple parts.
- r. The effective date of this Agreement shall be the later of the final date of execution by all Parties and the date of final approval of the Plan by the Minnesota Board of Water and Soil Resources.
- s. In furtherance of the priorities identified in the Plan or any amendment thereto, nothing in the Agreement shall prevent a Party from establishing and implementing a project, program or activity, individually or in cooperation with any other Party or entity, under independent authority granted to a Party by law.
- t. In furtherance of the priorities identified in the Plan or any amendment thereto, nothing in this Agreement shall prevent a Party from obtaining additional funding, individually or in cooperation with any other Party or entity from sources other than or in addition to those provided to the Collaborative from State, Federal or private funding programs.
- u. **Reservation of Powers:** Any powers not specifically enumerated shall be reserved to the Parties. Specifically, and without limitation, the following powers are reserved: the ability to hire staff; the ability to own real property; the ability to own personal property, unless such properties are purchased with grant monies or are a gift; the ability to levy; and the ability to incur debt or bond.
- v. **Dispute Resolution:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the Parties to the dispute are unable to resolve the issue through good faith discussions, the Parties may agree to attempt to resolve the dispute by mediation within 30 days of notice of the dispute. If the Parties to the dispute agree to mediation, they shall work cooperatively to select a mediator, the cost of which shall be shared equally among the Parties to the dispute.
- w. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature. This executed Agreement, including all counterparts, shall be filed with each Party to this Agreement with a notification of the Agreement's effective date.



- x. Savings Clause: In the event any provision of this Agreement is determined by a court of law to be null and void, the remaining provisions of this Agreement shall continue in full force and effect.

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DRAFT

**IN TESTIMONY WHEREOF** the Parties have duly executed this Agreement by their duly authorized officers and upon authorizing action of their governing bodies.

**McLeod County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Renville County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Meeker County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Kandiyohi County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Wright County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Buffalo Creek Watershed District**

By \_\_\_\_\_  
Its Board President

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**McLeod County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Renville County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Meeker County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Kandiyohi County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Wright County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Carver County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**City of Winsted, Minnesota**

By \_\_\_\_\_  
Its Mayor

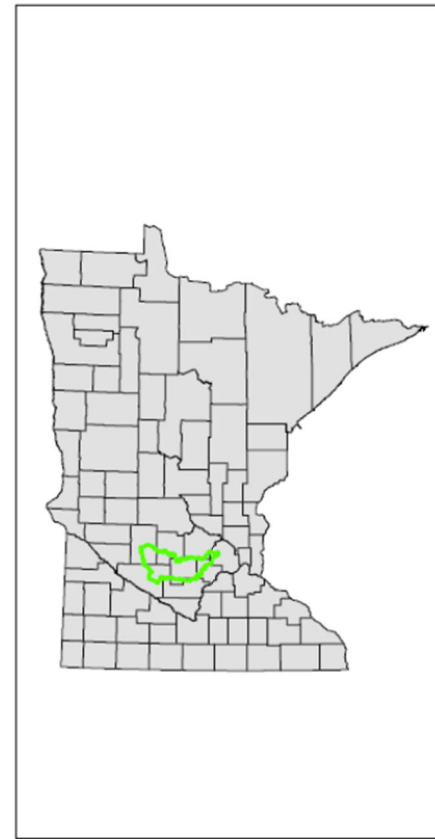
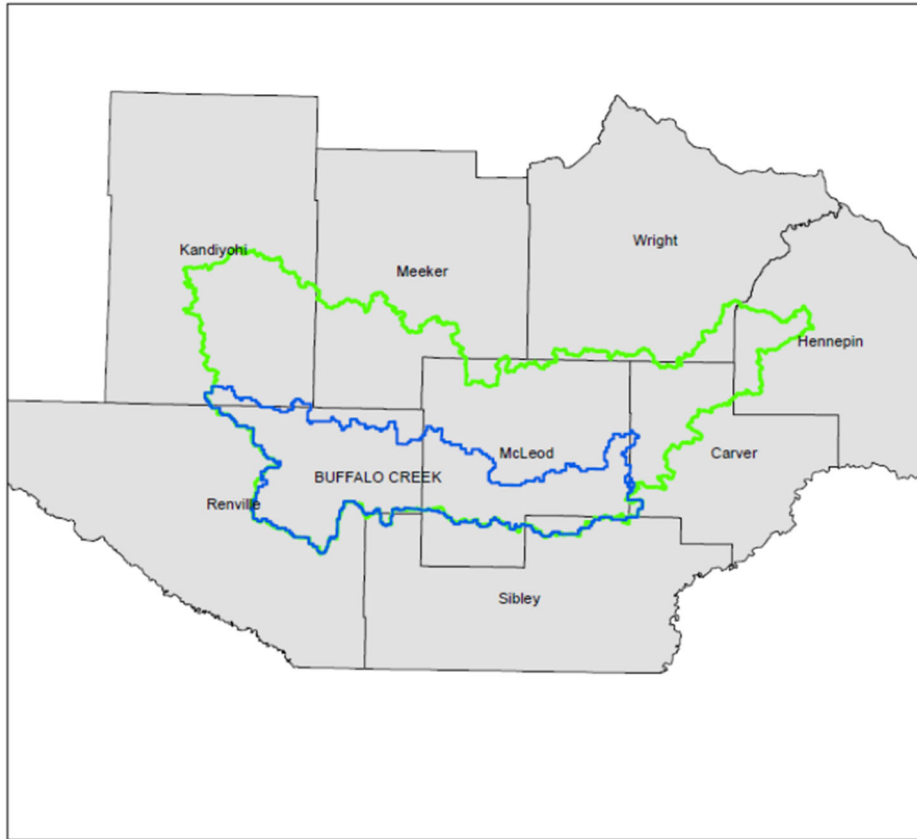
Approved as to form:

By \_\_\_\_\_  
Its Attorney




Dated: \_\_\_\_\_

DRAFT

# South Fork Crow River Planning Area 13



### Legend

-  Buffalo Creek Watershed
-  South Fork Crow River Planning Boundary
-  South Fork Crow River Counties





# REQUEST FOR BOARD ACTION

## Regular Agenda

**Meeting Date:** April 18, 2024

**Prepared by:** Mike Wanous/Seth Ristow

**PURPOSE/ACTION REQUESTED:**

Requesting approval of Pollinator program payment for Highland Shores Homeowner Association.

**SUMMARY:**

The Highland Shores Homeowner Association has completed the seeding of their pollinator planting and is requesting reimbursement. This project involved removing a massive amount of buckthorn and seeding native vegetation near Upper Grace Lake/Lake Jonathan. The frost seeding was completed in March 2024.

Final invoices will be verified by the board meeting (coordinating with WMO cost-share funds).

The SWCD total cost will not exceed \$3,187.50 – this was the amount encumbered in 2022.

**STAFF RECOMMENDATION:**

Staff recommends approval of the cost-share payment.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Funding is set aside in the FY21 District Capacity grant (pollinator funding)

**Supporting Documents:**

Fact sheet attached

**Previous Board Action:**

Cost-share approved May 2022



# Highland Shores Habitat Improvement

3110 N Chestnut St., Unit 402  
Chaska, MN 55318

## Practice:

Pollinator Habitat,  
Buckthorn Removal,

## Benefits:

- Improves infiltration
- Provides Pollinator Habitat
- Increases biodiversity

## Size:

1 Acre

## Watershed:

CCWMO

## Installation:

Spring 2024

## Funding Source:

District Capacity Grant

## Cost-Share

## Requested:

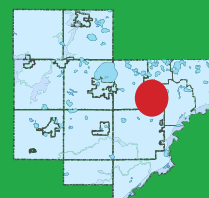
\$3,187.50



## Project Description:

The Highland Shores HOA, with the help of Ed's Buckthorn Control, removed buckthorn from a 1 acre forested area around Upper Lake Grace. Once the buckthorn was removed stumps were treated with a herbicide. Buckthorn removal was conducted from winter of 2022 to 2023. In late March of 2024 the area was overseeded with a native woodland mix. Additionally native trees were planted in Spring of 2023 after buckthorn was removed. The Carver WMO contributed funding for removal of buckthorn. This project is a good example of restoring a buckthorn infested area into native habitat. Recommend funding 75% of total cost of seeding and tree plantings, 3,187.50.

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







# Highland Shores Habitat Improvement

3110 N Chestnut St., Unit 402

Chaska, MN 55318





# MASWCD

## Minnesota Association of Soil and Water Conservation Districts

100 Empire Drive, Suite 205, St. Paul, MN 55103 | 651-690-9028 | www.maswcd.org

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IMMEDIATE PAST  
PRESIDENT  
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(701) 799-0369  
paul.krabbenhofs@maswcd.org

### STAFF

Executive Director  
LEANN BUCK

Assistant Director  
SHEILA VANNEY

Conference & Events Manager  
MICHELE ASMUSSEN

Office Manager  
STEFANIE MARTINEZ

Date: April 11, 2024  
To: Minnesota Soil and Water Conservation Districts  
From: Chuck Rau, MASWCD President  
Subject: Call for Resolutions – 2024 Resolution Process

Attached please find the following materials related to the 2024 Resolutions Process:

- resolutions process guidelines; and
- sample resolution format.

Note: The MASWCD Policy Handbook is posted to the MASWCD web site – [www.maswcd.org](http://www.maswcd.org) – on the Resolutions Process page. The handbook is a compilation of all standing MASWCD resolutions and action taken to date.

Please also note:

- ⇒ The “therefore, be it resolved” in the resolution should state **an action or a policy position** that MASWCD should take **as it relates to the work of SWCDs**. This will help with the post-convention resolution prioritization process.
- ⇒ All resolutions will need to include information on the potential fiscal impact for MASWCD (budget, staffing, committee, etc.)
  - The intent is to encourage a comprehensive discussion on policy and program issues, including implications to the Association’s budget. The National Association of Conservation Districts also requests similar language for their resolutions. Fiscal impact estimates will provide the members with additional guidance and consideration for various requests submitted by local SWCDs.
- ⇒ **July 21 is the deadline for Area resolutions to be received by the MASWCD office.**

If you have any questions, please do not hesitate to me at (320) 493-9503, or LeAnn Buck at (651) 690-9028. Thank you.

Enclosures.



# Carver SWCD Monthly Report

April 2024

## **Mike Wanous – District Manager**

- Watershed Based Implementation Funding (WBIF) convene meetings for the Carver WMO and RPBCWD water management areas. We are reviewing projects and making recommendations on which projects are ready to move ahead into implementation utilizing the grant funds.
- Review the South Fork Crow River joint powers collaboration agreement and review pros/cons of joining the agreement with BWSR staff.
- It was Carver SWCD's turn to host the MCD manager meeting – set up date and send invites, develop the agenda, take and distribute notes.
- Watertown wetland bank stakeholder meeting and TEP meeting to get updates and timeframes for the conservation easement recording and potential credit release.
- ETA grant reporting for 2024 Q1
- Review variance requests to the zoning code for several lakeshore lots
- Other meetings – WMO CAC mtg, staff mtg, BWSR new BC mtg, website mtg.

## **Felicia Brockoff – Administrative & Finance Specialist**

- Accounting: Verified and paid regular monthly expenses. Completed March Treasurer's Report, semi-monthly payroll, Supervisors compensation payments, and made liability payments. Completed all quarter end forms, made payment to MN Dept. of Revenue for Q1 sales tax. Still importing older payroll ledgers into OnBase as I have time.
- Administrative: Completed minutes from the March meeting and updated the 2024 resolutions document. Put together April meeting packets, posted on website and mailed to Supervisors. Met with Tyler Koepp from Brettworks and Mike, to discuss options for a completely new website. They can also assist us with getting an online store set up for tree orders, and accepting payments online (drill customers) as well.
- Trees: Continually updating orders and answering questions about availability. Ordered the final seed packets we need for 2024 from Minnesota Native Landscapes (MNL). Verified all orders were correct in my spreadsheet, printed out pick up instructions and all customer receipts, for their pickup notifications.
- Both of my grandchildren had their tonsils out at the end of March, used some PTO to care for them.

## **Terry Meiller – Resource Conservationist**

- State Cost-share/EQIP: Final designs completed, bid packet prepared, factsheet and cost-share contract completed for Kuntz waterway (re-do of design). Pre-Construction meeting and stakeout of Stai waterway. Updated all Assistance notes for cooperator files (past and present).
- Soil Health: Soil Health research, webinars, on-line trainings. Continuous Living Cover pilot program training modules and feedback.
- CRP/RIM: BWSR Training: Brome conversions and Long-term grassland management.
- WCA: Tile install inspection, documentation in Young America Township
- Misc: Spring Break Trip. Staff Meeting. Misc. landowner appts/walk ins for tech assistance. Burn Plan writing and permits. Grade Stabilization training in Le Center.

## **Seth Ristow – Resource Conservation Technician**

- Participated in WMO's weekly development reviews
- Assisted the City of Waconia and homeowner with 2 variances that require shoreline restorations

- Created a draft of restoration guidelines for the City of Waconia to review
- Helped the county try to locate Butternut trees with Tyler
- Conducted on site consultation to people interested in RPBCWD Stewardship Grants (9 visits)
- Met with homeowners interested in our pollinator program (3 visits)
- Began planning a shoreline workshop with WMO
- Consulted with a homeowner applying to Lawns to Legumes program
- Met with Dan Shaw of BWSR to discuss improvements to the Lawns to Legumes program as well as new HELP Grant
- Reviewed and commented on RPBCWD Stewardship Grant applications (5 applicants)

### **Tom Genelin – Senior District Technician**

- Meetings/Plan Review:
  - Plan review of Chestnut Business Center (Chaska)
  - Plan review of NYA Industrial Park
  - Plan review of Victoria South Subdivision
  - Plan review of City of Carver Street Improvement projects
  - Plan review of Chaska Creek/Channel cleanout project
  - Sandy Shores (Waconia) pre-construction meeting
  - Timber Creek 5<sup>th</sup> Addition (Chaska) pre-construction meeting
  - Plan review of Living Rock Church (NYA)
- Site inspections:
  - Hometown Bank (Carver) site inspection ESC BMP conditions and stabilization
  - Timber Creek Development (Carver) site inspection for ESC BMP conditions
  - Chaska Creek Industrial 3<sup>rd</sup> (Chaska) site inspection for ESC BMP conditions and site stabilization
  - Pioneer Vista (Chaska) final approval inspection
  - Mid-County Coop (Cologne) site inspection for greenspace options
  - Fenview Flats Apartments (Chaska) site inspection for ESC BMP conditions and site stabilization
  - Gallery Apartments (Chaska) site inspection for ESC BMP conditions and site stabilization
  - Marsh Hollow (Victoria) site inspection ESC BMP conditions and stabilization
  - Oak Creek Development (Chaska) site inspection for ESC BMP conditions
  - Rivertown Heights Development (Chaska) site inspection for ESC BMP conditions
  - Woodland Creek (Waconia) site inspection for ESC BMP conditions
  - Waterford (Waconia) site inspection for ESC BMP conditions for next addition
  - Lundquist Pit (San Fran.) inspection for sediment tracking
  - Hanson Pit (San Fran.) inspection for sediment tracking

### **Ben Datres – Farm Bill Technician**

- CREP/RIM:
  - Working on RIM proposals for RIM Floodplains and Wetlands. CREP batch period opening soon, sending proposals for that as well.
  - Inspected newly constructed wetland easements. Full of water and wildlife!
- Buffers: Buffcat online tracking tool was completely overhauled, fixing parcel compliance status that got incorrectly changed. Buffer staking along JD-3a. Buffer checks around CD-4a and Laketown twp.
- Misc: Learning and researching Arc Story Map for showcasing projects and outreach. BWSR spring trainings: Brome conversion to Natives, Outreach, Road Bank program, Floodplains training.

Working with IT to update GIS files and layers that were outdated in ArcMap and our online map.  
Tree program- assisting with orders, planning for trees delivery and supplies. Looking into other packing options other than wet sawdust.

### **Tyler Polster – District Technician**

- WCA:
  - WMO: Field visit to certify the final construction of Watertown Wetland Bank, final step for credit release is recording the easement. Staff/TEP meeting to approve updated Hwy 11/14 roundabout plan. Continue assisting WMO staff on large ditch clean/tile replacement plan near Cologne. Signed credit release form for wetland bank near Hollywood.
  - Chanhassen: City of was looking for ideas on wetland-type BMPs to add during a road reconstruction to slow down water through an eroding ravine. May 1<sup>st</sup> deadline for open restoration order work to be done. Landowner has sent final plan to RPBCWD for construction permits.
  - MNDOT: Reviewed report and permit for Hwy 101 reconstruction in Chanhassen as well as ongoing Hwy 5 planning.
  - Carver, Cologne, Waconia, NYA, MCWD: Standard report reviews for WCA permitting.
- Assisted Ben with some Buffer site visits.
- Upcoming: May 15-16, two day wetland restoration training.
- Watched/attended trainings for: Pollinator identification, General WCA training, NRCS BMPs, MN Tree Pests, Windbreak Planning.