

Monthly Board Meeting Agenda **Thursday, June 20, 2024 – 8:00 AM**

11360 Highway 212, Suite 6, Cologne, MN | Phone: (952) 466-5230 Meeting will be held in conference room 1

- 1. Meeting called to order by Chair Zbinden
- 2. Public Comments Limited to 5 Minutes
- 3. Agenda review and adoption

4. Agency Reports

- a. Carver County Report
- b. NRCS Report
- c. FSA Report

5. Consent Agenda Action Items

э.	Conse	ent Agenda Action items	
	a.	Approval of May 16, 2024 Board Meeting Minutes	<u>Pages 1-4</u>
	b.	Acceptance of the May Treasurer's Report	<u>Pages 5-9</u>
6.	Regul	ar Agenda Items	
	a.	Extend service agreement with RPBCWD	<u>Pages 10-15</u>
	b.	Cost-share approval for Stai grassed waterway	<u>Pages 16-18</u>
	с.	MASWCD Area 4 meeting June 27, who plans to attend? Resolutions?	
	d.	MASWCD is offering another leadership institute for 2024-2025. The cost is \$5,950 to register, deadline is July 12.	<u>Pages 19-20</u>
	e.	MASWCD is hosting a governance 101 workshop in Alexandria, July 16-17.	<u>Page 21</u>
	f.	New vehicle discussion (replace 2004 truck)	
	g.	Discuss new BWSR grants and policy development	
7.	SWC	9 Board Committee & SWCD Staff Monthly Reports	
	a.	Personnel Committee (Zabel; Zbinden) – Informal reviews will be conducted soon.	
	b.	Metro Conservation Districts Committee (Zbinden; Wendland alt.)	
	с.	Education & Outreach Committee (Sons, Wendland) – Felicia made a post on the SWCD Facebook page about Wild Parsnip.	<u>Pages 22-23</u>
	d.	Budget Committee (Burandt, Sons)	
	e.	WMO Advisory Committee (Wendland; Zbinden alt.) May 28 mtg report, tour-June 25	
	f.	Carver County Leaders (CCL) Committee (Burandt; Sons alt.)	
	g.	South Fork Crow River 1W1P (Zabel; Wendland alt.) June 14 mtg report	
	0	SWCD Staff Monthly Progress Report	<u>Pages 24-26</u>
8.	Board	l of Supervisors announcements	
	a.	Supervisors Compensation Forms are due to Felicia no later than Monday, June 24.	
	b.	Upcoming meetings/events:	
		 June 19 – Juneteenth, SWCD office closed 	
		 June 20 – SWCD Board meeting and Local Work Group meeting 	
		 July 4 – Independence Day, SWCD office closed 	

• July 18 – SWCD Board meeting

9. Adjourn

The NRCS Local Work Group meeting will convene immediately following the SWCD Board meeting (approximately 10 AM).





11360 Highway 212 STE 6 Cologne, MN 55322 (952) 466-5230 https://www.carvercountymn.gov/swcd

Minutes of the May 16, 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 Secretary/Treasurer, Jeffrey Sons Member, Robert Burandt Member, Mark Zabel

Other Attendees:

Carver County Public Services Deputy Director, Paul Moline Farm Service Agency Director, Jennifer King NRCS District Conservationist, Katie Mattila NRCS Team Lead, Chris Schmidt

SWCD Staff Present:

District Manager, Mike Wanous Admin. & Finance Specialist, Felicia Brockoff Landscape Restoration Specialist, Seth Ristow

1. Call to Order.

Chair Zbinden called the meeting to order at 8:02 a.m.

2. Public Comments - None.

3. Agenda Review and Adoption.

<u>Resolution 022-2024</u>: Zabel moved, Wendland seconded, to approve the May 16, 2024, revised Board Meeting Agenda. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-aye. Motion carried.

4. Agency Reports

a. NRCS report – Katie reported they are continuing to process 2024 EQIP applications. Minnesota has received an additional \$23 million in funding, and only 1 high tunnel application has been denied. They are also working on CSP contracts, Carver County has 5 applications that were pre-approved. HEL compliance reviews are being conducted, and CRP status reviews as well as planning documents for the upcoming CRP. Kaite reported an intern will be in the office from May 20-August 23, and that the new NRCS Forester will be starting on May 20.

Chris reported that the intern is coming from the Central Lakes College in Staples. He also mentioned they are excited to have a Forester back in the Waconia Field office. He reviewed other NRCS staff promotions in the area. He also mentioned that Minnesota received two rounds of EQIP funding, \$19 million the first round, and another \$23 million, which was close to the total amount requested.

b. FSA report – Jennifer reported that two more batching periods have been added for the CRP program. Since its primary nesting season right now, producers are being asked to hold off with any maintenance needed in CRP contracts, except for thistles or noxious weed controls. The

deadline for producers to certify their acres is July 15. The next County Committee meeting will be held on June 4. Zach Ducheneaux, the FSA Administrator was in Minnesota recently, and commented he is confident that a new Farm Bill will be approved in 2024. USDA programs are still running under the 2018 Farm Bill.

c. Carver County Report – Paul reported on the 2025 budget. To date, he hasn't heard anything about anticipated cuts. He thought the line items for budgets under his division will probably be due in the next 3-4 weeks. He will be asking the WMO committee for a proposed 5% increase in the levy, and explained that salaries and benefits, as well as project requests from the Cities in Carver County are the biggest costs.

Zabel mentioned that BWSR did approve \$20,000 in funding to Carver County for incentives on CRP contracts. Paul reported he will bring it to the WMO committee for discussion. Mike reported that he asked BWSR for clarification on the funding. The funding can only be used in the areas of the Carver WMO, this does not include the South Fork Crow River area as that area is receiving funding through the 1W1P.

5. Consent Agenda Items

Resolution 023-2024: Sons moved, Zabel seconded to approve the following consent agenda items:

- a. Approval of the April 18, 2024, Board Meeting Minutes
- b. Acceptance of the April 2024 Treasurer's Report

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

6. Regular Agenda Items

a. Felicia contacted Brettworks and has obtained more information and clarification that was requested at the last board meeting. The monthly hosting fee includes the website hosting, nightly backups of the website and associated files, updates for the websites (plugins and software updates), as well as support. If the board accepts their bid of \$4,000, plus the annual \$300 hosting fees, Brettworks would require a \$1,500 deposit to get started, and will send an agreement to the SWCD. Should any unforeseen issues arrive, where a lot of extra work would be required from Brettworks, their hourly rate would be \$75.

<u>Resolution 024-2024</u>: Sons moved, Burandt seconded to accept the \$4,000 proposal, plus the \$300 annual hosting fee, from Brettworkstech to design and develop a new website for the SWCD, that will include an online store capable of supporting the SWCD tree program. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-aye. Motion carried.

b. Mike reported that Rinke Noonan, attorneys at law, have sent a sample resolution of what the Carver SWCD board could approve, if they choose to participate in the joint powers collaborative agreement for the South Fork Crow River. Zabel stated he is willing to be on the committee again but didn't feel it was necessary to stay involved from a policy standpoint.

Resolution 025-2024: Wendland moved, Burandt seconded the following:

- i. That the Board approve and adopt the Joint Powers Collaborative Agreement for formation of the South Fork Crow River Watershed Collaborative; and
- ii. That the Board acknowledge the purpose of adopting the Joint Powers Collaboration Agreement creating the South Fork Crow River Watershed Collaborative to facilitate implementation of Comprehensive Watershed Management Plan (One Watershed, One

Plan) for the South Fork of the Crow River (One Watershed One Plan Planning Area 13) Watershed; and

- iii. That consistent with its prior resolution, the Board adopts and authorizes implementation of the Comprehensive Watershed Management Plan within those portions of its jurisdiction lying within Watershed Planning Area 13; and
- iv. That the Board authorizes its Chairperson to execute the JPCS on behalf of the Board and directs its attorney to review the JPCA for form and execution. Failure of the attorney to review and sign the JPCA shall not invalidate the JPCA.

After discussion, the Board Chairperson called the question. Said motion passed by a vote of 4-1. Roll call vote: Burandt-aye; Sons-nay; Wendland-aye; Zabel-aye; Zbinden-aye. Motion carried.

- c. MASWCD has sent out the call for resolutions. Any resolutions the SWCD may have will need to be approved at the June 20 Board meeting.
- d. Three pollinator project applications have been received, all will replace current turf and provide habitat for pollinators. Seth explained each of the sites to the Board.

<u>*Resolution 026-2024*</u>: Zabel moved, Wendland seconded to approve the following pollinator contracts:

- i. Baardseth 302 square feet, \$900 total cost estimate, cost-sharing not to exceed \$302
- ii. Jacobs 720 square feet, \$1,295.10 total cost estimate, cost-sharing not to exceed \$720
- Schulars 2,000 square feet, \$2,102 total cost estimate, cost-sharing not to exceed \$1,58.75

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

e. Mike presented a request, on behalf of the Minnesota River Congress, asking for a letter of support and endorsement from the Carver SWCD. Zabel stated that the Minnesota River Congress is a citizen-led group, not an official organized group. After discussion, no action was taken.

7. SWCD Board Committee & SWCD Staff Monthly Reports

- a. Personnel Committee (Zabel, Zbinden) Mike's 25-year anniversary with the SWCD was on April 26. Tyler's 2-year anniversary was on May 11.
- b. Metro Conservation District's (MCD) Committee (Zbinden; Wendland alt.) the next Board meeting will be in August.
- c. Education & Outreach Committee (Sons, Wendland) Sons would like to see something sent out to landowners within the County, about noxious weeds, specifically Wild Parsnip. Mike will discuss with Jacob McLain, Carver County's weed inspector, and Madeline Seveland, Education Coordinator, to see if there is something that can be distributed in Carver County.
- d. Budget Committee (Burandt, Sons) Mike will keep the committee informed on an upcoming meeting, as more details are received from Carver County on the 2025 budget projections.
- e. WMO Advisory Committee (Wendland; Zbinden alt.) The Watertown wetland banking site was discussed at the April 30 meeting. Mike explained that the site has been monitored, to determine hydrology and vegetation standards. He explained that the recording of the

conservation easement is still the issue. The County Board will be approving an updated plat in June, and Public Works staff will be working with BWSR after that to get the 34.5 wetland credits released.

- f. Carver County Leaders (CCL) Committee (Burandt; Sons alt.) nothing to report.
- g. South Fork Crow River 1W1P (Zabel; Wendland alt.) nothing further to report.
- h. The SWCD staff monthly progress report was presented and discussed.

8. Board of Supervisors Announcements

- Felicia has been typing up the old handwritten Minutes dating back to the 1940's. She found that on May 14, 1959 (65 years ago) the name was changed from "Carver County Soil Conservation District" to "Carver Soil and Water Conservation District."
- b. Upcoming meetings/events:
 - May 21-June 4 filing period for SWCD supervisor, Districts 2 (Zbinden) & 4 (Burandt)
 - June 19 Juneteenth Holiday observed (SWCD office closed)

Secretary/Treasurer

- June 20 SWCD Board meeting, followed by the NRCS Local Work Group meeting
- June 27 MASWCD Area IV meeting and tour held in Dakota County

9. Adjourn

<u>Resolution 027-2024</u>: Zabel moved, Sons seconded to adjourn the meeting at 10:21 a.m. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-aye. Motion carried.

Next Board Meeting: Location:

Thursday, June 20, 2024, at 8:00 AM Public Works Headquarters, Conference Room 1 11360 Highway 212, Cologne, MN 55322

Approved:

Date signed: June 20, 2024

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

Date	Num	Name	Memo	Debit	Credit	Balance
1000 Chec	king-Securit	y Bank				55,084.68
05/01/2024	-	· · · · · · · ·	Deposit-Trees	40.00		55,124.68
05/02/2024	3666	Minnesota Native Lands	Invoice #44077		3,630.00	51,494.68
05/02/2024	3665	Elan Financial Services	1335 2024 Tracc (12.050 Total)		274.49	51,220.19
05/02/2024 05/02/2024	3667 2024-18	Schumacher's Nursery & Shift4 Payments CC Fee	2024 Trees (13,050 Total) Credit Card Terminal Fees		16,234.00 69.72	34,986.19 34,916.47
05/06/2024	3669	NCPERS Group Life Ins.	910300-052024		16.00	34,900.47
05/06/2024	3668	HSA Bank	#W541325 April Fees		15.00	34,885.47
05/14/2024	0000	QuickBooks Payroll Serv	Created by Payroll Service on 05/06/2024		16,122.77	18,762.70
05/14/2024			Funds Transfer-420712312	35,000.00	- 1	53,762.70
05/15/2024	DD0956	Brockoff, Felicia L.	Direct Deposit	0.00		53,762.70
05/15/2024	DD0957	Datres, Benjamin R.	Direct Deposit	0.00		53,762.70
05/15/2024	DD0958	Genelin, Thomas M.	Direct Deposit	0.00		53,762.70
05/15/2024	DD0959	Meiller, Terry J.	Direct Deposit	0.00		53,762.70
05/15/2024	DD0960	Polster, Tyler J.	Direct Deposit	0.00		53,762.70
05/15/2024	DD0961	Ristow, Seth E.	Direct Deposit	0.00		53,762.70
05/15/2024 05/15/2024	DD0962 EFT-678	Wanous, Richard M. HSA Bank	Direct Deposit 41-1385530	0.00	867.00	53,762.70 52,895.70
05/15/2024	EFT-679	Minnesota Revenue	7694248		1,044.00	51,851.70
05/15/2024	EFT-680	MSRS	Employee Elective		750.00	51,101.70
05/15/2024	EFT-681	PERA	9103-00		3,388.13	47,713.57
05/15/2024	EFT-682	US Treasury IRS	41-1385530		5,654.38	42,059.19
05/16/2024		QuickBooks Payroll Serv	Created by Direct Deposit Service on 05/07/2		1.75	42,057.44
05/17/2024	0524-INS	Carver County	May Premium	0.00		42,057.44
05/17/2024	EFT-683	Carver County	PW-6762 and May Insurance		10,396.65	31,660.79
05/22/2024	3670	MCD	2024 Dues		800.00	30,860.79
05/23/2024			Deposit-Drill Rentals	842.56		31,703.35
05/28/2024			Funds Transfer-423158386	25,000.00	40.000 75	56,703.35
05/30/2024		QuickBooks Payroll Serv	Created by Payroll Service on 05/21/2024	163.16	16,392.75	40,310.60 40,473.76
05/30/2024 05/31/2024	DD0963	Brockoff, Felicia L.	Deposit-Drill Direct Deposit	0.00		40,473.76
05/31/2024	DD0964	Datres, Benjamin R.	Direct Deposit	0.00		40,473.76
05/31/2024	DD0965	Genelin, Thomas M.	Direct Deposit	0.00		40,473.76
05/31/2024	DD0966	Meiller, Terry J.	Direct Deposit	0.00		40,473.76
05/31/2024	DD0967	Polster, Tyler J.	Direct Deposit	0.00		40,473.76
05/31/2024	DD0968	Ristow, Seth E.	Direct Deposit	0.00		40,473.76
05/31/2024	DD0969	Wanous, Richard M.	Direct Deposit	0.00		40,473.76
05/31/2024	EFT-684	HSA Bank	41-1385530		867.00	39,606.76
05/31/2024	EFT-685	Minnesota Revenue	7694248		1,044.00	38,562.76 37,812.76
05/31/2024 05/31/2024	EFT-686 EFT-687	MSRS PERA	Employee Elective 9103-00		750.00 3,388.13	34,424.63
05/31/2024	EFT-688	US Treasury IRS	41-1385530		5,654.48	28,770.15
05/31/2024		00 measury into	Interest	0.78	0,004.40	28,770.93
	Checking-Se	curity Bank		61,046.50	87,360.25	28,770.93
	-	-		0.1,0.0100	01,000.20	
	ngs-Security	Bank				310,405.50
05/14/2024			Funds Transfer-420712312		35,000.00	275,405.50
05/28/2024			Funds Transfer-423158386	244.00	25,000.00	250,405.50
05/31/2024			Interest	341.08		250,746.58
Total 1100	Savings-Sec	urity Bank		341.08	60,000.00	250,746.58
1110 Member Savings-SouthPoint Total 1110 Member Savings-SouthPoint						10.00 10.00
1150 Savings Citizens NYA 05/31/2024		NYA	Interest	104.69		80,440.63 80,545.32
Total 1150	Savings Citiz	ens NYA		104.69	0.00	80,545.32
1200 Investments CD's 12.SB&T **162 (5.00%-07/13/24)						618,222.45 52,541.92
				52,541.92 105,101.69		
Total 12.SPCU**871 (5.10%-07/18/24)						105,101.69
	** 918 (4.75% .ONB**918 (4	-08/01/2024) .75%-08/01/2024)				103,518.84 103,518.84

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

Date	Num	Name	Memo	Debit	Credit	Balance
12.SB&1	T **407 (5.00%-0	8/07/24)				150,000.00
Total 12.	.SB&T **407 (5.0	0%-08/07/24)				150,000.00
12.MCB	**766 (5.15%-11	/14/24)				103,530.00
Total 12.	.MCB **766 (5.15	5%-11/14/24)				103,530.00
12.MCB	**557 (5.15%-11/	28/24)				103,530.00
Total 12.	.MCB**557 (5.15	%-11/28/24)				103,530.00
Total 1200	Investments CD'	S				618,222.45
TOTAL				61,492.27	147,360.25	978,295.28





11360 Highway 212 STE 6 Cologne, MN 55322 Phone: (952) 466-5230 https://www.carvercountymn.gov/swcd

Treasurer's Monthly Report Program Summary - May 2024

	Cash Balance <u>4/30/2024</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash Balance <u>5/31/2024</u>
<u>Funds</u>				
BWSR Buffer Implementation	\$45,520.05		\$722.59	\$44,797.46
BWSR Conservation Delivery	\$0.00			\$0.00
BWSR District Capacity	\$89,442.31		\$9,361.07	\$80,081.24
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	\$736,169.05	\$1,492.27	\$77,276.59	\$660,384.73
District Escrow	\$99,171.00			\$99,171.00
TOTAL	\$1,064,163.26	\$1,492.27	\$87,360.25	\$978,295.28
<u>Use of Cash</u>			407 200 25	400 770 00
1000 Checking Security Bank	\$55,084.68	\$61,046.50	\$87,360.25	\$28,770.93
1100 Savings-Security Bank	\$310,405.50	\$341.08	\$60,000.00	\$250,746.58
1110 Savings-South Point CU	\$10.00			\$10.00
1150 Savings-Citizens NYA	\$80,440.63	\$104.69		\$80,545.32
1200 Investments CD's	\$618,222.45			\$618,222.45
TOTAL	\$1,064,163.26	\$61,492.27	\$147,360.25	\$978,295.28

Carver SWCD Board Treasurer

6/20/2024

Date

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

	May 31, 24
ASSETS Current Assets Checking/Savings	
1000 Checking-Security Bank 1100 Savings-Security Bank 1110 Member Savings-SouthPoint 1150 Savings Citizens NYA 1200 Investments CD's	28,770.93 250,746.58 10.00 80,545.32 618,222.45
Total Checking/Savings	978,295.28
Accounts Receivable 1300 Accounts Receivable	108.38
Total Accounts Receivable	108.38
Total Current Assets	978,403.66
TOTAL ASSETS	978,403.66
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities 2300 Sales Tax Payable 2400 Unearned-Deferred Revenue	186.64
2402 Buffer Implementation 2405 Cost-Share 2406 District Capacity Funds 2408 WBIF Grants	44,797.46 57,806.80 80,081.24 36,054.05
Total 2400 Unearned-Deferred Revenue	218,739.55
Total Other Current Liabilities	218,926.19
Total Current Liabilities	218,926.19
Total Liabilities	218,926.19
Equity 3000 FUND BALANCE Net Income	777,922.62 -18,445.15
Total Equity	759,477.47
TOTAL LIABILITIES & EQUITY	978,403.66

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

	Jan - May 24	Budget	\$ Over Budget	% of Budget
Income 4000 Intergovernmental County	273,394.00	574,300.00	-300,906.00	47.6%
4100 Intergovernmental Local	5,933.00	47,500.00	-41.567.00	12.5%
C		,	,	16.2%
4200 Intergovernmental State	59,752.96	369,000.00	-309,247.04	
4300 Charges for Services	26,694.74	31,000.00	-4,305.26	86.1%
4400 Interest Earnings 4500 Miscellaneous Revenues	3,738.83 17.16	17,500.00 7,500.00	-13,761.17 7,482.84	21.4% 0.2%
Total Income	369,530.69	1,046,800.00	-677,269.31	35.3%
Expense 5000 District Operations 5100 Personnel Services				
5101 Payroll Expenses	250,683.19	591,640.00	-340,956.81	42.4%
5102 Payroll Fees	404.25	550.00	-145.75	73.5%
5103 SWCD - FICA/Medicare	18,174.42	45,260.00	-27,085.58	40.2%
5104 SWCD - Insurance Ben.	44,845.25	100,000.00	-55,154.75	44.8%
5105 SWCD - PERA & DCP	18,327.76	43,623.00	-25,295.24	42.0%
Total 5100 Personnel Services	332,434.87	781,073.00	-448,638.13	42.6%
5200 Other Services & Charges				
5201 Dues	8,327.92	9,000.00	-672.08	92.5%
5202 Education & Promotion	400.00	5,000.00	-4,600.00	8.0%
5203 Employee Expense	1,207.40	5,000.00	-3,792.60	24.1%
5204 Equipment Repairs	0.00	1,000.00	-1,000.00 -916.00	0.0% 93.5%
5205 MCIT Insurance Coverage	13,084.00 241.60	14,000.00		93.5% 12.1%
5206 Mileage 5207 Office Operations/Misc.	2,631.31	2,000.00 10,000.00	-1,758.40 -7,368.69	26.3%
5207 Once Operations/Misc. 5208 Professional Services	2,031.31	3,750.00	-3,750.00	0.0%
5209 Supervisor Expenses	65.77	2,500.00	-2,434.23	2.6%
5220 Vehicle/Equipment Expenses	1,071.72	6,000.00	-4,928.28	17.9%
Total 5200 Other Services & Charges	27,029.72	58,250.00	-31,220.28	46.4%
5300 Supplies - Office & Field	146.42	3,500.00	-3,353.58	4.2%
5400 Capital Outlay	0.00	40,000.00	-40,000.00	0.0%
Total 5000 District Operations	359,611.01	882,823.00	-523,211.99	40.7%
6000 Project Expenses 6100 District Projects	25,552.33	60,000.00	-34,447.67	42.6%
6200 State Projects	2,812.50	103,977.00	-101,164.50	2.7%
Total 6000 Project Expenses	28,364.83	163,977.00	-135,612.17	17.3%
- /	387,975.84	1,046,800.00	-658,824.16	37.19
Total Expense	307,973.04	1,040,000.00	-000,024.10	01.17



REQUEST FOR BOARD ACTION

Regular Agenda

Meeting Date: June 20, 2024

Prepared by: Mike Wanous

PURPOSE/ACTION REQUESTED:

Extend the Service Agreement with Riley Purgatory Bluff Creek Watershed District (RPBCWD).

SUMMARY:

The SWCD has a service agreement with RPBCWD to provide technical assistance for the watershed district's cost-share programs. SWCD staff (Seth) conducts site visits and provides advice and guidance for establishing and maintaining native vegetation and pollinator habitat, and recommending BMPs for water quality improvement.

SWCD and RPBCWD staff are proposing to extend the contract for an additional 2 years, with a new expiration date of May 31, 2026.

STAFF RECOMMENDATION:

Staff recommends approving the service agreement.

EXPLAINATION OF FISCAL/FTE IMPACT:

Included in the current budget.

Supporting Documents:

Agreement is attached

Previous Board Action:

Approved agreement in 2022

SERVICE AGREEMENT BETWEEN RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT AND CARVER SOIL AND WATER CONSERVATION DISTRICT

This agreement is entered into by Riley-Purgatory-Bluff Creek Watershed District, a governmental subdivision of the State of Minnesota with purposes and powers set forth in Minnesota Statutes chapters 103B and 103D (RPBCWD), and Carver Soil and Water Conservation District (CSWCD), a governmental subdivision of the State of Minnesota with purposes and powers set forth in Minnesota Statutes chapter 103C.

Agreement

1 Terms of Agreement

- 1.1 *Effective date*: The agreement is effective on the date all required signatures are obtained.
- 1.2 *Expiration date*: May 31, 2026. Obligations to hold harmless, defend and indemnify survive termination and expiration.

2 Purposes

WHEREAS RPBCWD has an established cost-share program to foster stewardship and demonstrate resource-protection strategies, and participants in the program benefit from hands-on technical assistance and guidance from RPBCWD;

WHEREAS RPBCWD has adopted rules that require property owners to construct and maintain best management practices and undertake other resource-protection strategies, and enforcement of the rules through the RPBCWD permitting program requires inspection of permit sites and communication with permittees;; and

WHEREAS Minnesota Statutes section 471.59 authorizes CSWCD and RPBCWD to enter this cooperative agreement to exercise powers common between them, , and CSWCD has a long history of working with private landowners to address soil erosion and water quality issues.

3 Scope of Services

CSWCD will provide technical support services to RPBCWD as described in task orders issued by the RPBCWD administrator from time to time during the term of this agreement (the Services). The Services will include but not be limited to site visits, site inspections, plan review and plant-schedule review. A task order will specify Services to be performed and, when applicable, the location of the Services to be performed, and a task order issued by the RPBCWD under the terms of this agreement will be incorporated into this agreement and binding on CSWCD as a term hereof. RPBCWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CSWCD on a task deleted or modified by RPBCWD will be compensated in accordance with paragraph 4.

4 Cost

RPBCWD will compensate CWSCD for the Services on an hourly basis at a rate of \$55 per hour for technical assistance and \$90 per hour for regulatory assistance, as will be specified in relevant task orders. Invoices will be submitted semiannually for Services performed during the preceding six months. Payment for undisputed work will be due within 60 days of receipt of invoice. Direct costs incurred by CWSCD in performing the Services will not be reimbursed except with prior written approval of the RPBCWD administrator.

Total compensation for the Services under this agreement will not exceed \$60,000. Total compensation means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

5 Authorized Representatives

The RPBCWD Authorized Representative is Terry Jeffery, District Administrator 18681 Lake Drive East Chanhassen, MN 55317 952-687-1348

CSWCD Authorized Representative is Mike Wanous, District Manager 11360 Highway 212 Cologne, MN 55322 952-466-5235

6 Assignment and Subcontracting, Amendments, Waiver, Contract Complete and Severability

- 6.1 *Assignment, Subcontracting.* CSWCD will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of RPBCWD and pursuant to any conditions included in that consent. RPBCWD consent to any subcontracting does not relieve CSWCD of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.
- 6.2 *Amendments.* Any amendment to this 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 agreement, or their successors in office.
- 6.3 *Waiver*. If RPBCWD fails to enforce any provision of this agreement, that failure does not waive the provision or RPBCWD's right to enforce the right on subsequent occasions.
- 6.4 *Contract Complete.* This agreement contains all negotiations and agreements between RPBCWD and CSWCD. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6.5 *Severability*. If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

7 Duty of Care; Indemnification

CSWCD will perform the Services with due care and in accordance with national standards of professional care. Each party will be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its board members, officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorney's fees which the other, its board members, officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this agreement. This paragraph does not waive or diminish, with respect to any third party, any defense, immunity or liability limit that RPBCWD or CSWCD may enjoy under law.

8 Insurance

At all times during the term of this Agreement, CSWCD will have and keep in force the following insurance coverages:

- A. General: \$1.5 million, each occurrence and aggregate, covering both CSWCD's work and completed operations on an occurrence basis and including contractual liability.
- B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to CSWCD.

CSWCD will not commence work until it has filed with RPBCWD a certificate of insurance clearly evidencing the required coverages and naming RPBCWD as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CSWCD's work and completed operations as primary coverage on a noncontributory basis. The certificate will name RPBCWD as a holder and will state that RPBCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CSWCD.

9 Equal Employment Opportunity – Civil Rights

During the performance of this agreement, CSWCD agrees to the following: No person will, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination, including but not limited to the Civil Rights Act of 1964.

10 Compliance with Laws

In performing the Services, CSWCD will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to comply may be cause for cancellation of this agreement effective as of the date of receipt of notice of cancellation.

11 Audits

CSWCD's books, records, documents, and accounting procedures and practices relevant to the Services will be maintained for six years and are subject to examination by the State Auditor and RPBCWD.

12 Government Data Practices

If CSWCD receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CSWCD possesses or has created as a result of this agreement, it will inform RPBCWD immediately and transmit a copy of the request. If the request is addressed to RPBCWD, CSWCD will not provide any information or documents, but will direct the inquiry to RPBCWD. If the request is addressed to CSWCD, CSWCD will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with RPBCWD and its legal counsel before replying. Nothing in this section constitutes a determination that CSWCD is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

13 Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting CSWCD as the agent, representative, or employee of RPBCWD for any purpose or in any manner whatsoever. CSWCD is to be and shall remain an independent contractor with respect to all services performed under this agreement.

CSWCD represents that it has, or will secure at its own expense, all personnel required in performing services under this agreement. Any and all personnel of CSWCD or other person, while engaged in the performance of any work or services required by CSWCD under this agreement, shall have no contractual relationship with RPBCWD and shall not be considered employees of RPBCWD.

The role of RPBCWD with respect to the installation of BMPs under this agreement is solely to provide funding support and RPBCWD exercises no control over the design or installation of any BMP. RPBCWD is not responsible for the design, means, method and manner of any such installation.

14 Venue

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 Minnesota.

15 Termination

RPBCWD or CSWCD may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party's authorized representative as identified herein. If RPBCWD terminates this agreement, it may specify work to be performed by CSWCD before termination is effective and shall pay CSWCD for services performed by CSWCD up to the time specified for termination.

In testimony whereof, the parties duly execute this agreement by their duly authorized officers:

Riley-Purgatory-Bluff Creek Watershed District

By: Terry Jeffery	
Title: Administrator	
Date:	
Approved as to form and execution:	
RPBCWD Attorney	
Carver Soil and Water Conservation District	
By:	
Title:	
Date:	



REQUEST FOR BOARD ACTION

Regular Agenda

Meeting Date: June 20, 2024

Prepared by: Terry Meiller

PURPOSE/ACTION REQUESTED:

Approve a cost-share payment of \$2,857.50 to Patricia Stai for installing 1 grassed waterway, totaling 280' on a tract of land in Dahlgren Township

SUMMARY:

Patricia Stai was approved to receive cost-share funding to construct 1 grassed waterway in Dahlgren Township, Section 34. The grassed waterway will address ephemeral and gully erosion that was occurring in the crop field.

The total cost to complete the project was \$5,510.00, cost-share payment was not to exceed \$2,857.50.

STAFF RECOMMENDATION:

Staff recommends approval of the Patricia Stai cost-share payment of \$2,857.50.

EXPLAINATION OF FISCAL/FTE IMPACT:

FY2022 State Cost-share funding - \$2,857.50

Supporting Documents:

Fact Sheet and map attached.

Previous Board Action:

Application approved March 2024



Project Fact Sheet

Patricia Stai

Dahlgren Township

Grassed Waterway

Cooperator and Location

Address City/Twp. Watershed

Patricia Stai 6490 County Rd. 50 Carver (Dahlgren-34) Carver Creek

Project Details

Practice Quantity Project ID Construction

Grassed Waterway (412) 281 Linear Feet STAI-24 Spring of 2024

Funding

GrantState Cost-Share FY 2022Total Cost
(Estimated)\$3,810.00Cost-Share\$2,857.50 (Not to exceed)Landowner Cost\$952.50

Project Overview

The purpose of this project was to construct 1 grassed waterway totaling 281 linear feet, to address ephemeral and gully erosion that was occurring in the cropland. Signification erosion had been occurring and the installation of a grassed waterway was needed to eliminate further erosion.

Environmental Benefits					
<u>Parameter</u>	Saved				
Soil Erosion (tons per year)	24.7				
Sediment (tons per year)	21.8				
Phosphorus (pounds per year)	20.0				









Project Fact Sheet

Patricia Stai

Dahlgren Township

Grassed Waterway



MASWCD Leadership Ins i u e t

340

Strengthening r eadership Capacity f r C nservati n W rk t

The Minnesota Association of Soil & Water Conservation Districts (MASWCD) in cooperation with the University of Minnesota Extension, is pleased to offer the 15th MASWCD Leadership Institute.

The MASWCD Leadership Institute offers researchbased curriculum designed to engage participants in skill-building leadership learning. Since 1996, more than 350 participants have completed the MASWCD Leadership Institute training. **t**

Course Ins ruc ors



Lisa Hinz **t**

Leadership & Civic Engagement Educator University of Minnesota Extension



Donna Rae Scheffert President Leadership Tools Consulting **t**

Training Da es: t

The MASWCD Leadership Training consist of seven in-person sessions at various locations around the state with additional training webinars.

- 1. August 27 & 28, 2024 Moorhead
- 2. September 17-19, 2024 Duluth
- 3. November 13 & 14, 2024 Mankato
- 4. January 15 & 16, 2025 Alexandria
- 5. March 11-13, 2025 St. Paul
- 6. June 10-12, 2025 Lanesboro
- 7. August 13 & 14, 2025 Grand Rapids

Tes imonials t

"The Leadership Institute challenged me, made me take time for personal development and opened my eyes to many ways to lead and communicate."

"I have come to the realization that leadership is our personal responsibility. Understanding this and its importance is a critical aspect of our lives and those we serve. Effective leadership is then critical to our organization's functional health."

"Because it is an intense and robust program, you get more out of it than just a one or two day seminar." **t**



WHO SHOULD ATTEND?

SWCD Supervisors and staff of <u>all</u> ages and <u>experience</u> are encouraged to attend.

The MASWCD Leader hip In titute i an opportunity in *lifelong learning*, offering re earch-ba ed curriculum de igned for <u>new</u> <u>leader</u> who want to develop their leader hip kill and <u>e tabli hed leader</u> who want to gain s additional kill in leading today' diver e workforce.

WHAT YOU WILL LEARN

Leadership is a tough job. And it's only getting tougher.

Di trict leader of today are faced with extraordinary change and challenge in a world that i more diver e than ever.

In thi program, you will prepare to become an authentic, purpo eful leader who can lead effectively in thi new era.

You will di cover how to move purpo e, from word on a page and planning e ion , to reality. You will under tand your motivational driver , emotional intelligence and communication method .

You will learn how to de ign, u tain and accelerate development experience that lead to a politive and healthy work culture.

Be a part of thi dynamic, educational experience that build leader hip kill, s confidence and profe ional network.s







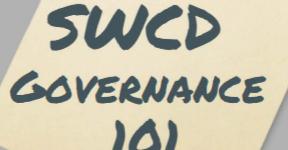


REGISTRATION

\$5,950

Regi tration s Deadline: July 12, 2024

- Regi tration fee covers:
 - tuition and in tructor fee
 - re ource material
- lodging and meeting space
- group meal
 - optional webinar training





Minnesota Association of Soil and Water Conservation Districts

Why Governance 101?

Governance is a leadership process and to function effectively, SWCD members should have a clear understanding of their governance roles and responsibilities as well as how to apply them practically and correctly within their districts.

Proper governance provides the means to help an organization achieve its goals and objectives. An organization that uses good governance is one that always, in word and action, demonstrates: Accountability; Leadership; Integrity; Stewardship and Transparency—the A-List.

Who Should Attend?

Whether you are a new SWCD Supervisor or district employee—or a veteran board member or employee looking to improve your existing knowledge and skills—this training is for YOU!

July 16 & 17, 2024

Training Highlights

This MASWCD conference will provide the basics of SWCD governance and the leadership instruction necessary to enhance your role in advancing the SWCD's mission.

SWCD Governance 101 Training Highlights:

- SWCD Statutes & Operations
- Pillars for Good SWCD Governance
- SWCD Essential Services
- Open Meeting Law
- Government Data Practices Act
- SWCD Technical Credentialing & Job Approval Authority
- Enhanced Board-Staff Relationships

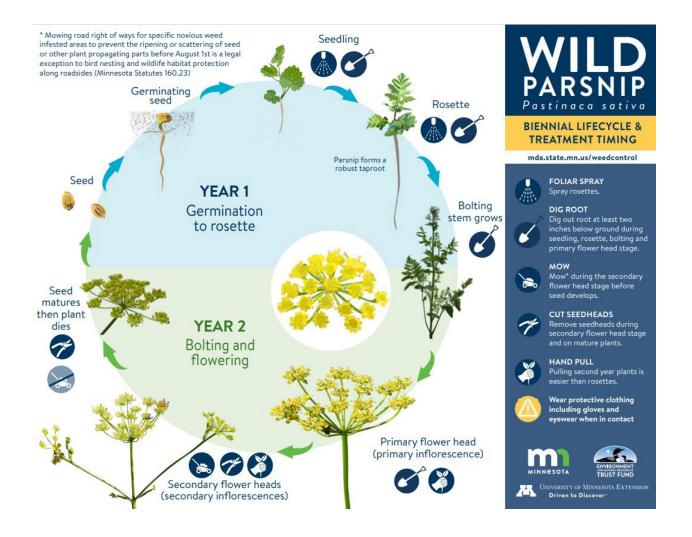
For More Information: e: Michele Asmussen@maswcd.org | p: 651.690

Arrowwood

Arrowwood Resort & Conference Center 2100 Arrowwood Ln, Alexandria, MN 56308 \$250 per person Includes meals, trainings and materials

Facebook post made to the Carver SWCD page on Tuesday, June 11, 2024.

Have you ever seen Wild Parsnip before? Personally, I think it looks similar to dill, like you would use when canning pickles. However, Wild Parsnip is a VERY dangerous noxious weed, and should be reported immediately if you spot it. Avoid skin contact with the toxic sap of the plant. When the juice of wild parsnip comes in contact with skin in the presence of sunlight, it can cause a chemical burn which can look like a rash with blistering and discoloration of the skin. If you happen to spot any Wild Parsnip in Carver County, please call Jacob McLain at 952-361-1801. Jacob is Carver County's Agricultural Inspector. More information about Wild Parsnip can be found on the Minnesota Department of Agriculture Facebook page, or their website https://www.mda.state.mn.us/.../noxiouslist/wildparsnip.



Facebook post made to the Carver SWCD page on Tuesday, June 11, 2024.



Photo credit: Minnesota Department of Agriculture

June 2024

Carver SWCD Monthly Report

Mike Wanous – District Manager

- Reviewing the draft Redetermination of Benefits reports for several of our public ditch systems, providing input on known drain tile and drainage patterns
- Met with the new BWSR staff person dealing with the Buffer Law for our area, discussion focused on compliance and documentation for questionable areas
- The June MCD managers meeting was held in person saying good-bye to Brian Watson after 30 years at Dakota SWCD, and welcome to Ashley Gallagher as the new manager
- Research of state contracting prices and quotes for new truck
- Meeting with BWSR staff and 7-county metro SWCD managers to discuss SWCD comprehensive plans and requirements
- Review new grant program details for CRP incentive grant and soil health phase 2 grants
- Other meetings staff mtg, WMO CAC mtg, WBIF mtgs, Crow 1W1P mtg

Felicia Brockoff – Administrative & Finance Specialist

- Accounting: Verified and paid regular monthly expenses. Completed May Treasurer's Report, semimonthly payroll and made liability payments. Completed the voucher test for the Auditor and sent them all information requested. Billed landowners for drill and tree planter rentals. Importing older payroll ledgers into OnBase as I have time.
- Administrative: Completed minutes from the May meeting and updated the 2024 resolutions document. Put together June meeting packets, posted on website and mailed to Supervisors.
- Education: found some information about Wild Parsnip on the MN Department of Agriculture and posted information on our Facebook page.
- Trees: Finalized our 2025 tree list and submitted our order to Schumacher's.
- Used some PTO for personal days and caring for sick grandkids.

Terry Meiller – Resource Conservationist

- State Cost-share/EQIP: Meeting with NRCS staff and Engineering Tech to discuss future engineering needs/current project review. Field visit with Engineering Tech, Cindy, Kirsten for BMP I&E at Alex Young property. Landowner follow up, etc.
- Soil Health: Field visit and landowner meeting following no-till planting into cover crop for site assessment/discussion (Peterson). Meeting with landowner (Peterson) & Friends of MN River Valley rep to discuss cover crop program, future outreach, and potential partnerships. Meeting with Sam (UM Extension) to discuss 4H educational presentation. Began preparing soils and cover crop materials.
- CRP/RIM/WRP: Wagener WRP outlet structure cleanouts/maintenance. Meeting with NRCS staff, landowner, contractor to discuss and plan future large scale cleanout. Complaint follow up/field visit re: Dave Crowns off easement tile concerns. Drill deliveries for CRP establishment (Bill Dunbar, Todd Sprengeler), drill calibrations and assisted landowners with initial seeding efforts.
- CRP/Eagle SWA: Landowner contacts/door knocking for additional BMP outreach efforts. Final design arrived for Ed Lind terrace project. Landowner meeting to deliver bid packets & obtain signatures. Misc. contractor follow up for bidding purposes.
- Watertown Bank Site: Field visits to check on working conditions, planning purposes for tree removal and vegetative maintenance. Mowing completed for tree removal/thistle patches. Stump treatment of trees completed.

- Misc: Misc. Site visits/landowner tech assistance (Patterson Lake/Stender tile issue). Great Plains Drill delivery (Brad Moe). Staff Meeting.

Seth Ristow – Resource Conservation Technician

- Met with students at Chaska High to discuss pollinator project at front entrance
- Reviewed Stewardship grant applications for RPBCWD (4 apps)
- Conducted on site consultations for RPBCWD Stewardship Grant Program, our pollinator program, Shoreline Habitat Program, and WMO cost share program (21 meetings)
- Reviewed detail and gave recommendations on vegetated riprap
- Reviewed Gvt. Center plantings
- Created factsheets for our pollinator program applicants
- Assisted Lane with the City of Waconia on to variances that require habitat restorations
- Reviewed and gave recommendations on variance plan for Taylor at DNR
- Answered questions from homeowners applying to available cost share programs
- Helped plant native planting at Good Samaritan in Waconia
- Researched organic restoration methods because of high demand in organic restoration projects
- Reviewed Spring Creek Application for Jess

<u> Tom Genelin – Senior District Technician</u>

- Meetings/Plan Review:
 - Living Rock Church plan review
 - City of Carver 2024 Street Infrastructure Improvements preconstruction meeting
 - Timber Creek 4th Addition preconstruction meeting
 - NYA Tacoma Ave West Industrial Project preconstruction meeting
 - Site meeting for CR 40 borrow pit
 - Ensconced Woods (Chaska) site meeting prior to basin construction
 - High Point Vista (Chaska) plan review
 - Trails Edge South (Waconia) final inspection meeting
- <u>Site inspections</u>:
 - Timber Creek Development (Carver) site inspection for ESC BMP conditions
 - Zion Lutheran Church (Mayer) Site inspection after erosion complaint
 - The Preserve (Carver) site inspection for ESC BMP conditions
 - Sandy Shores (Waconia) site inspection for ESC BMPs
 - Lake Waconia Regional Park (Waconia) site inspection for ESC BMPs
 - 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
 - Lundquist Pit (San Fran.) inspection for sediment tracking
 - Hanson Pit (San Fran.) inspection for sediment tracking
 - Mueller's Pit (Carver) inspection for sediment tracking
 - Waterford (Waconia) inspection for sediment tracking
 - Orchard Park (Waconia) inspection for ESC BMP conditions

- The Fields (Waconia) inspection for ESC BMP conditions
- Woodland Creek 5th (Waconia) inspection for sediment tracking
- Reserve at Autumn Woods (Chaska) site inspection for ESC BMP conditions
- County Road 40 site inspection for ESC BMPs

Ben Datres – Farm Bill Technician

- CREP/RIM:
 - Ditch erosion issue on the Hart easement, working with BWSR on the issue.
 - Public Works assisted with flying drone for aerial photos and video at the Crown easement.
 - Site visits with USFWS to inspect vegetation on two newer CREP easements that USFWS partnered with. Came up with a vegetation management plan.
 - WAHIBO Marsh high water level issues. Fish barrier structure and outlet isn't function properly- sediment and vegetation issue. Cleaning out vegetation plugging up the fish barrier grates several times a week.
- Buffers: Meeting with our new area buffer specialist with BWSR Chad Hildebrand. Roadside compliance checks.
- Misc:
- CRP- field visit with landowner currently in CRP and looking at enrolling more land.
- Watertown Wetland Bank- Tree and weed inventory. Figuring out how to manage the trees. Started cutting and stump treating willows.
- BWSR Easement Training
- BWSR Wetland Restoration Training- 2 days.
- Tiger Lake Education event with NYA High School Class- DNR, USFWS, PF hosted.

Tyler Polster – District Technician

- WCA:
 - General: Attended a two-day training in McLeod Centered around wetland restorations. Topics included site assessment, seeding, maintenance, and communication with prospective landowners.
 - Carver County: TEP meetings to move applications forward for Highway 212 and 82nd St (Chaska-Victoria) projects.
 - WMO: Approved application for new wetland bank in Watertown. TEP approved application for CR 11/14 roundabout in Victoria. TEP approved application for Public Works facility project (part of 212 project). Attended a meeting with county employees to discuss different office roles as they pertain to WCA. Assisted county staff with new permit applications. (Tiling, pond construction and winery parking lot construction).
 - Chanhassen: Two TEP meetings to continue discussing/advancing violation with a current restoration order. Landowner is working with RPBCWD to gather proper permit materials and is waiting for better construction conditions to begin work.
 - Chaska: Reviewed general applications and reports.
 - Waconia: TEP meeting to approve adjustments made to CSAH 10 roundabout project.
- Other:
 - Assisted Ben to clean out RIM/CREP wetland outlet structure.
 - Assisted Terry and Ben on vegetative maintenance for Watertown Wetland Bank.
 - Assisted in modifications and adjustments to next year's tree order and order form.