



# Monthly Board Meeting Agenda

## Thursday, August 15, 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**
  - a. Approval of July 18, 2024 Board Meeting Minutes [Pages 1-3](#)
  - b. Acceptance of the July Treasurer’s Report [Pages 4-8](#)
  - c. Approve Peterson Company’s annual management representation letter, authorize Chair and Manager to sign. [Pages 9-13](#)
- 6. Regular Agenda Items**
  - a. Approve grant agreements for CRP incentive and soil health grants [Pages 14-26](#)
  - b. Approve local policies for CRP incentive grant and soil health grant [Pages 27-29](#)
  - c. Soil health cost share applications [Pages 30-37](#)
  - d. SWCD Aid – approve annual resolution for use of funds. [Pages 38-40](#)
  - e. Review recent changes to WCA law [Page 41-52](#)
  - f. MASWCD cooperators of the year nominations
- 7. SWCD Board Committee & SWCD Staff Monthly Reports**
  - a. Personnel Committee (Zabel; Zbinden)
  - b. Metro Conservation Districts Committee (Zbinden; Wendland alt.) – next mtg is 8/28
  - c. Education & Outreach Committee (Sons, Wendland)
  - d. Budget Committee (Burandt, Sons)
  - e. WMO Advisory Committee (Wendland; Zbinden alt.) – July 30 report.
  - f. Carver County Leaders (CCL) Committee (Burandt; Sons alt.)
  - g. South Fork Crow River 1W1P (Zabel; Wendland alt.)
  - h. SWCD Staff Monthly Progress Report [Pages 53-55](#)
- 8. Board of Supervisors announcements**
  - a. Upcoming meetings/events:
    - August 15 – SWCD Board meeting
    - September 2 – Labor Day (SWCD office closed)
    - September 19 – SWCD Board meeting
- 9. Adjourn**



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

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

## Minutes of the July 18, 2024, Carver SWCD Board Meeting Held in Conference Room 1 at the Public Works Facility in Cologne, MN

### Board Members Present:

Vice Chair, Mark Zabel  
Secretary/Treasurer, Jeffrey Sons  
Member, Robert Burandt  
Member, Stanley Wendland

### Board Members Absent:

Chair, Marcus Zbinden

### Other Attendees:

Farm Service Agency Director, Jennifer King

### SWCD Staff Present:

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

### 1. Call to Order.

Vice Chair Zabel called the meeting to order at 8:09 a.m.

### 2. Public Comments – None.

### 3. Agenda Review and Adoption.

Resolution 033-2024: Sons moved, Wendland seconded, to approve the July 18, 2024, Board Meeting Agenda as presented. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-absent. Motion carried.

### 4. Agency Reports

- a. Carver County report – Paul was unable to attend the meeting this morning.
- b. FSA report – Jennifer King reported that acreage certifications were completed on Monday. There are almost 3,000 acres of prevent plant, which will be discussed at the next COC meeting. She reported that the CRP batching period had been extended to July 31, 2024. She also mentioned that FSA is currently fully staffed, however one member is out on maternity leave, another employee is on intermittent medical leave. Jennifer also reported she will be on maternity leave from October through December.
- c. NRCS Report – Katie submitted a written report that Mike reviewed with the Board at this time. There are 5 CSP applications that have been accepted for Carver County. Site visits and outreach efforts are being conducted for EQIP. They have begun working on CRP status reviews, and planning documents for CRP offers.

### 5. Consent Agenda Items

Resolution 034-2024: Wendland moved, Burandt seconded to approve the following consent agenda items:

- a. Acceptance of the June 2024 Treasurer's Report
- b. Approval of the June 20, 2024, Board Meeting Minutes

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

## 6. Regular Agenda Items

- a. Mike reported he spoke with Shelby Sovell, Carver County Operations Engineer, after the last board meeting discussion, to see if there were any used vehicles the SWCD could purchase. There were two used SUV's that were scheduled to go to auction at the end of July. The SUV with more miles did go on the auction, as well as the SWCD's 2004 Ford F250 truck. The purchase price for the 2017 Ford Explorer from Carver County is \$8,324. Mike also explained that under our District Capacity grant, we can purchase vehicles up to \$10,000 without BWSR approval, so grant funds could be used for this purchase.

Resolution 035-2024: Burandt moved, Sons seconded to approve the purchase of the 2017 Ford Explorer from Carver County for \$8,324, using funds from the FY2023 District Capacity Grant, equipment category. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-absent. Motion carried.

- b. Pat Beier (Frederick N. Beier Trust) has requested cost-share assistance to install a water and sediment control basin in Camden Township. The total cost of the project is \$26,682. EQIP will be providing \$9,644 in cost-share assistance. They are requesting \$12,040 in cost-share assistance from the SWCD, which gets them to about 80% of the total cost.

Resolution 036-2024: Wendland moved, Burandt seconded to approve Pat Beier's cost-share assistance contract, to construct a water and sediment control basin totaling 487' linear feet in Camden Township, maximum payment of \$12,040, funding to be used from FY2023 State cost-share grant. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-absent. Motion carried.

- c. Seth reported this is the third year the SWCD has offered cost-share assistance for the shoreline habitat program. Steve Gunther has requested cost-share assistance to convert 475 square feet of his current lawn into a shoreline habitat improvement project. The total cost of the project is estimated at \$4,597.50, cost-sharing not to exceed \$950 based on the program maximum per square foot.

Resolution 037-2024: Wendland moved, Burandt seconded to approve Steve Gunther's habitat improvement application totaling 475 square feet, maximum payment of \$950, funding to be used from FY2023 District Capacity grant. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-absent. Motion carried.

- d. MASWCD award applications are being accepted through August 30. The MASWCD convention will be held December 2-4. Staff will bring a potential list of conservation farmers to the Board at the August Board meeting.

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

- a. Personnel Committee (Zabel, Zbinden) – informal reviews have been conducted with the staff.
- b. Metro Conservation District's (MCD) Committee (Zbinden; Wendland alt.) – the next MCD Board meeting will be on August 28.

- c. Education & Outreach Committee (Sons, Wendland) – Sons reported he has called the Carver County weed inspector, Jacob McLain, about patches of Wild Parsnip in the County, but nothing has been done about the patches he reported. Supervisor Burandt also mentioned the numerous thistle patches in the county. Zabel suggested Mike write a letter to the weed inspectors, expressing the SWCD’s concerns with the weeds.

Felicia gave a brief update on the new website, and showed the Board a couple of screen shots on what has been done so far. She also mentioned the SWCD logo did not look good on the sample screen shots Brettworks sent, suggesting it may be time to discuss and update the logo to coincide with the new website. The Board agreed a new logo should be discussed. Staff will pull together some options for logos, and bring it back to the SWCD Board. Tyler Koepp from Brettworks should be contacting Felicia next week to set up the online store.

- d. Budget Committee (Burandt, Sons) – The budget hearing is scheduled for July 25.
- e. WMO Advisory Committee (Wendland; Zbinden alt.) – The WMO tour was held on June 25, the various tour sites were discussed at this time. The next meeting is July 30.
- f. Carver County Leaders (CCL) Committee (Burandt; Sons alt.) – Sons reported the June 25 meeting was held at Paradise Commons at Lake Waconia regional park. This is the first building that Carver County has built in 20 years. The committee talked about Coney Island, and the trail that will run east to west on the island. They are trying to keep it as natural as possible. He also mentioned Merriam Junction Regional Trail, that will connect Carver and Scott Counties across the Minnesota River, through an abandoned railway.
- g. South Fork Crow River 1W1P (Zabel; Wendland alt.) – nothing to report.
- h. The SWCD staff monthly progress report was presented and discussed. Zabel discussed the resolutions that were presented at the Area IV meeting. Mike explained that staff has been working at the Wahibo Marsh on County Road 10, just northwest of the City of Waconia. The outlet structure has been getting blocked, and staff have been doing cleanouts at the site. BWSR and NRCS staff had an onsite meeting at the Marsh yesterday to discuss repair options.

## 8. Board of Supervisors Announcements

- a. Upcoming meetings/events:
  - August 15 – SWCD Board meeting

## 9. Adjourn

Resolution 038-2024: Burandt moved, Sons seconded to adjourn the meeting at 9:51 a.m. Roll call vote: Burandt-aye; Sons-aye; Wendland-aye; Zabel-aye; Zbinden-absent. Motion carried.

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

Approved: \_\_\_\_\_ Date signed: August 15, 2024  
 Secretary/Treasurer

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

| Date                                      | Num      | Name                       | Memo  | Debit      | Credit    | Balance    |
|---|----------|----------------------------|---|------------|-----------|------------|
| <b>1000 Checking-Security Bank</b>        |          |                            |   |            |           | 16,576.67  |
| 07/01/2024                                | 2024-22  | Shift4 Payments CC Fee     | Credit Card Terminal Fees                       |            | 36.50     | 16,540.17  |
| 07/08/2024                                | 3677     | Elan Financial Services    | 1335  |            | 892.28    | 15,647.89  |
| 07/08/2024                                | 3678     | HSA Bank                   | #W554638 June Fees                              |            | 15.00     | 15,632.89  |
| 07/08/2024                                | 3679     | NCPERS Group Life Ins.     | 910300-072024                                   |            | 16.00     | 15,616.89  |
| 07/08/2024                                | 3680     | MCIT                       | PCAUTO971                                       |            | 816.76    | 14,800.13  |
| 07/10/2024                                |          |                            | Funds Transfer-428401076                        | 40,000.00  |           | 54,800.13  |
| 07/12/2024                                |          | QuickBooks Payroll Serv... | Created by Payroll Service on 07/08/2024        |            | 16,122.76 | 38,677.37  |
| 07/15/2024                                | DD0988   | Brockoff, Felicia L.       | Direct Deposit                                  | 0.00       |           | 38,677.37  |
| 07/15/2024                                | DD0989   | Datres, Benjamin R.        | Direct Deposit                                  | 0.00       |           | 38,677.37  |
| 07/15/2024                                | DD0990   | Genelin, Thomas M.         | Direct Deposit                                  | 0.00       |           | 38,677.37  |
| 07/15/2024                                | DD0991   | Meiller, Terry J.          | Direct Deposit                                  | 0.00       |           | 38,677.37  |
| 07/15/2024                                | DD0992   | Polster, Tyler J.          | Direct Deposit                                  | 0.00       |           | 38,677.37  |
| 07/15/2024                                | DD0993   | Ristow, Seth E.            | Direct Deposit                                  | 0.00       |           | 38,677.37  |
| 07/15/2024                                | DD0994   | Wanous, Richard M.         | Direct Deposit                                  | 0.00       |           | 38,677.37  |
| 07/15/2024                                | EFT-701  | HSA Bank                   | 41-1385530                                      |            | 867.00    | 37,810.37  |
| 07/15/2024                                | EFT-702  | Minnesota Revenue          | 7694248   |            | 1,044.00  | 36,766.37  |
| 07/15/2024                                | EFT-703  | MSRS                       | Employee Elective                               |            | 750.00    | 36,016.37  |
| 07/15/2024                                | EFT-704  | PERA                       | 9103-00   |            | 3,388.13  | 32,628.24  |
| 07/15/2024                                | EFT-705  | US Treasury IRS            | 41-1385530                                      |            | 5,654.40  | 26,973.84  |
| 07/15/2024                                | 3681     | NAPA                       | #264946 GMC Brakes                              |            | 246.01    | 26,727.83  |
| 07/15/2024                                | 3682     | Wright SWCD                | Engineering Services Q2-2024                    |            | 1,520.00  | 25,207.83  |
| 07/17/2024                                |          |                            | Deposit-Drill Rentals                           | 216.75     |           | 25,424.58  |
| 07/23/2024                                |          | QuickBooks Payroll Serv... | Created by Direct Deposit Service on 07/22/2... |            | 1.75      | 25,422.83  |
| 07/24/2024                                | 0724-INS | Carver County              | July Insurance Premium                          | 0.00       |           | 25,422.83  |
| 07/24/2024                                | EFT-706  | Carver County              | PW-6820/PW-6826/July Insurance                  |            | 18,756.81 | 6,666.02   |
| 07/25/2024                                |          |                            | Funds Transfer-430571570                        | 40,000.00  |           | 46,666.02  |
| 07/25/2024                                | 3683     | Chaska License Center      | 2017 Explorer Registration                      |            | 47.00     | 46,619.02  |
| 07/30/2024                                |          | QuickBooks Payroll Serv... | Created by Payroll Service on 07/25/2024        |            | 16,437.75 | 30,181.27  |
| 07/30/2024                                |          |                            | Deposit-Drill Rental                            | 360.00     |           | 30,541.27  |
| 07/31/2024                                | DD0995   | Brockoff, Felicia L.       | Direct Deposit                                  | 0.00       |           | 30,541.27  |
| 07/31/2024                                | DD0996   | Datres, Benjamin R.        | Direct Deposit                                  | 0.00       |           | 30,541.27  |
| 07/31/2024                                | DD0997   | Genelin, Thomas M.         | Direct Deposit                                  | 0.00       |           | 30,541.27  |
| 07/31/2024                                | DD0998   | Meiller, Terry J.          | Direct Deposit                                  | 0.00       |           | 30,541.27  |
| 07/31/2024                                | DD0999   | Polster, Tyler J.          | Direct Deposit                                  | 0.00       |           | 30,541.27  |
| 07/31/2024                                | DD1000   | Ristow, Seth E.            | Direct Deposit                                  | 0.00       |           | 30,541.27  |
| 07/31/2024                                | DD1001   | Wanous, Richard M.         | Direct Deposit                                  | 0.00       |           | 30,541.27  |
| 07/31/2024                                | EFT-707  | HSA Bank                   | 41-1385530                                      |            | 867.00    | 29,674.27  |
| 07/31/2024                                | EFT-708  | Minnesota Revenue          | 7694248   |            | 1,044.00  | 28,630.27  |
| 07/31/2024                                | EFT-709  | MSRS                       | Employee Elective                               |            | 750.00    | 27,880.27  |
| 07/31/2024                                | EFT-710  | PERA                       | 9103-00   |            | 3,388.13  | 24,492.14  |
| 07/31/2024                                | EFT-711  | US Treasury IRS            | 41-1385530                                      |            | 5,654.48  | 18,837.66  |
| 07/31/2024                                |          |                            | Interest  | 0.51       |           | 18,838.17  |
| Total 1000 Checking-Security Bank         |          |                            |   | 80,577.26  | 78,315.76 | 18,838.17  |
| <b>1100 Savings-Security Bank</b>         |          |                            |   |            |           | 190,992.86 |
| 07/05/2024                                |          |                            | Deposit-Q3 2024                                 | 136,697.00 |           | 327,689.86 |
| 07/10/2024                                |          |                            | Funds Transfer-428401076                        |            | 40,000.00 | 287,689.86 |
| 07/19/2024                                |          |                            | Deposit - SWCD Aid                              | 83,190.77  |           | 370,880.63 |
| 07/25/2024                                |          |                            | Funds Transfer-430571570                        |            | 40,000.00 | 330,880.63 |
| 07/31/2024                                |          |                            | Interest  | 380.30     |           | 331,260.93 |
| Total 1100 Savings-Security Bank          |          |                            |   | 220,268.07 | 80,000.00 | 331,260.93 |
| <b>1110 Member Savings-SouthPoint</b>     |          |                            |   |            |           | 10.00      |
| Total 1110 Member Savings-SouthPoint      |          |                            |   |            |           | 10.00      |
| <b>1150 Savings Citizens NYA</b>          |          |                            |   |            |           | 80,672.76  |
| 07/31/2024                                |          |                            | Interest  | 108.30     |           | 80,781.06  |
| Total 1150 Savings Citizens NYA           |          |                            |   | 108.30     | 0.00      | 80,781.06  |
| <b>1200 Investments CD's</b>              |          |                            |   |            |           | 618,222.45 |
| <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.ONB**918 (4.75%-09/01/2024)</b>     |          |                            |   |            |           | 103,518.84 |
| Total 12.ONB**918 (4.75%-09/01/2024)      |          |                            |   |            |           | 103,518.84 |
| <b>12.MCB **766 (5.15%-11/14/24)</b>      |          |                            |   |            |           | 103,530.00 |

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

| <u>Date</u> | <u>Num</u> | <u>Name</u>                               | <u>Memo</u>                                | <u>Debit</u>      | <u>Credit</u>     | <u>Balance</u>      |
|-------------|------------|---|--|-------------------|-------------------|---------------------|
|             |            | 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          |
|             |            | <b>12.SB&amp;T **162 (5.00%-01/13/25)</b> |  |                   |                   | 52,541.92           |
| 07/12/2024  |            |   | Deposit-Interest                           | 643.19            |                   | 53,185.11           |
|             |            | Total 12.SB&T **162 (5.00%-01/13/25)      |  | 643.19            | 0.00              | 53,185.11           |
|             |            | <b>12.SPCU**871 (4.9%-05/22/25)</b>       |  |                   |                   | 105,101.69          |
| 07/22/2024  | 2024-23    |   | Interest Earned, renewed at 4.9%-10 months | 1,772.08          |                   | 106,873.77          |
|             |            | Total 12.SPCU**871 (4.9%-05/22/25)        |  | 1,772.08          | 0.00              | 106,873.77          |
|             |            | Total 1200 Investments CD's               |  | 2,415.27          | 0.00              | 620,637.72          |
|             |            | <b>TOTAL</b>                              |  | <b>303,368.90</b> | <b>158,315.76</b> | <b>1,051,527.88</b> |



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

|                             | Cash Balance<br><u>6/30/2024</u> | <u>Receipts</u>            | <u>Disbursements</u>       | Cash Balance<br><u>7/31/2024</u> |
|-----------------------------|----------------------------------|----------------------------|----------------------------|----------------------------------|
| <b><u>Funds</u></b>         |                                  |                            |                            |                                  |
| BWSR Buffer Implementation  | \$30,588.26                      |                            | \$1,825.46                 | \$28,762.80                      |
| BWSR Conservation Delivery  | \$0.00                           |                            |                            | \$0.00                           |
| BWSR District Capacity      | \$77,463.95                      |                            | \$11,253.72                | \$66,210.23                      |
| BWSR Soil Health Cost-Share | \$0.00                           |                            |                            | \$0.00                           |
| BWSR State Cost Share       | \$54,949.30                      |                            |                            | \$54,949.30                      |
| BWSR WBIF (Waconia & Eagle) | \$36,054.05                      |                            |                            | \$36,054.05                      |
| SWCD Operating Funds        | \$608,248.18                     | \$223,368.90               | \$65,236.58                | \$766,380.50                     |
| District Escrow             | \$99,171.00                      |                            |                            | \$99,171.00                      |
| <b>TOTAL</b>                | <b><u>\$906,474.74</u></b>       | <b><u>\$223,368.90</u></b> | <b><u>\$78,315.76</u></b>  | <b><u>\$1,051,527.88</u></b>     |
| <b><u>Use of Cash</u></b>   |                                  |                            |                            |                                  |
| 1000 Checking Security Bank | \$16,576.67                      | \$80,577.26                | \$78,315.76                | \$18,838.17                      |
| 1100 Savings-Security Bank  | \$190,992.86                     | \$220,268.07               | \$80,000.00                | \$331,260.93                     |
| 1110 Savings-South Point CU | \$10.00                          |                            |                            | \$10.00                          |
| 1150 Savings-Citizens NYA   | \$80,672.76                      | \$108.30                   |                            | \$80,781.06                      |
| 1200 Investments CD's       | \$618,222.45                     | \$2,415.27                 |                            | \$620,637.72                     |
| <b>TOTAL</b>                | <b><u>\$906,474.74</u></b>       | <b><u>\$303,368.90</u></b> | <b><u>\$158,315.76</u></b> | <b><u>\$1,051,527.88</u></b>     |

Carver SWCD Board Treasurer

8/15/2024

Date

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

|   | <b>Jul 31, 24</b>   |
|---|---------------------|
| <b>ASSETS</b>                               |                     |
| <b>Current Assets</b>                       |                     |
| <b>Checking/Savings</b>                     |                     |
| 1000 Checking-Security Bank                 | 18,838.17           |
| 1100 Savings-Security Bank                  | 331,260.93          |
| 1110 Member Savings-SouthPoint              | 10.00               |
| 1150 Savings Citizens NYA                   | 80,781.06           |
| 1200 Investments CD's                       | 620,637.72          |
| <b>Total Checking/Savings</b>               | 1,051,527.88        |
| <b>Accounts Receivable</b>                  |                     |
| 1300 Accounts Receivable                    | 6,461.69            |
| <b>Total Accounts Receivable</b>            | 6,461.69            |
| <b>Total Current Assets</b>                 | 1,057,989.57        |
| <b>TOTAL ASSETS</b>                         | <b>1,057,989.57</b> |
| <b>LIABILITIES &amp; EQUITY</b>             |                     |
| <b>Liabilities</b>                          |                     |
| <b>Current Liabilities</b>                  |                     |
| <b>Other Current Liabilities</b>            |                     |
| 2300 Sales Tax Payable                      | 23.76               |
| 2400 Unearned-Deferred Revenue              |                     |
| 2402 Buffer Implementation                  | 28,762.80           |
| 2405 Cost-Share                             | 54,949.30           |
| 2406 District Capacity Funds                | 66,210.23           |
| 2408 WBIF Grants                            | 36,054.05           |
| <b>Total 2400 Unearned-Deferred Revenue</b> | 185,976.38          |
| <b>Total Other Current Liabilities</b>      | 186,000.14          |
| <b>Total Current Liabilities</b>            | 186,000.14          |
| <b>Total Liabilities</b>                    | 186,000.14          |
| <b>Equity</b>                               |                     |
| 3000 FUND BALANCE                           | 777,922.62          |
| Net Income                                  | 94,066.81           |
| <b>Total Equity</b>                         | 871,989.43          |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>       | <b>1,057,989.57</b> |



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

|  | <u>Jan - Jul 24</u>     | <u>Budget</u>       | <u>\$ Over Budg...</u>  | <u>% of Budget</u>   |
|--|-------------------------|---------------------|-------------------------|----------------------|
| <b>Income</b>                                  |                         |                     |                         |                      |
| 4000 Intergovernmental County                  | 410,091.00              | 574,300.00          | -164,209.00             | 71.4%                |
| 4100 Intergovernmental Local                   | 11,548.03               | 47,500.00           | -35,951.97              | 24.3%                |
| 4200 Intergovernmental State                   | 175,706.90              | 369,000.00          | -193,293.10             | 47.6%                |
| 4300 Charges for Services                      | 28,188.84               | 31,000.00           | -2,811.16               | 90.9%                |
| 4400 Interest Earnings                         | 7,017.35                | 17,500.00           | -10,482.65              | 40.1%                |
| 4500 Miscellaneous Revenues                    | 17.16                   | 7,500.00            | -7,482.84               | 0.2%                 |
| <b>Total Income</b>                            | <b>632,569.28</b>       | <b>1,046,800.00</b> | <b>-414,230.72</b>      | <b>60.4%</b>         |
| <b>Expense</b>                                 |                         |                     |                         |                      |
| <b>5000 District Operations</b>                |                         |                     |                         |                      |
| <b>5100 Personnel Services</b>                 |                         |                     |                         |                      |
| 5101 Payroll Expenses                          | 351,860.71              | 591,640.00          | -239,779.29             | 59.5%                |
| 5102 Payroll Fees                              | 577.75                  | 550.00              | 27.75                   | 105.0%               |
| 5103 SWCD - FICA/Medicare                      | 25,465.14               | 45,260.00           | -19,794.86              | 56.3%                |
| 5104 SWCD - Insurance Ben.                     | 62,783.35               | 100,000.00          | -37,216.65              | 62.8%                |
| 5105 SWCD - PERA & DCP                         | 25,631.75               | 43,623.00           | -17,991.25              | 58.8%                |
| <b>Total 5100 Personnel Services</b>           | <b>466,318.70</b>       | <b>781,073.00</b>   | <b>-314,754.30</b>      | <b>59.7%</b>         |
| <b>5200 Other Services &amp; Charges</b>       |                         |                     |                         |                      |
| 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                          | 1,247.40                | 5,000.00            | -3,752.60               | 24.9%                |
| 5204 Equipment Repairs                         | 0.00                    | 1,000.00            | -1,000.00               | 0.0%                 |
| 5205 MCIT Insurance Coverage                   | 13,900.76               | 14,000.00           | -99.24                  | 99.3%                |
| 5206 Mileage                                   | 563.20                  | 2,000.00            | -1,436.80               | 28.2%                |
| 5207 Office Operations/Misc.                   | 4,240.66                | 10,000.00           | -5,759.34               | 42.4%                |
| 5208 Professional Services                     | 0.00                    | 3,750.00            | -3,750.00               | 0.0%                 |
| 5209 Supervisor Expenses                       | 105.77                  | 2,500.00            | -2,394.23               | 4.2%                 |
| 5220 Vehicle/Equipment Expenses                | 2,129.89                | 6,000.00            | -3,870.11               | 35.5%                |
| <b>Total 5200 Other Services &amp; Charges</b> | <b>30,915.60</b>        | <b>58,250.00</b>    | <b>-27,334.40</b>       | <b>53.1%</b>         |
| 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%                 |
| <b>Total 5000 District Operations</b>          | <b>497,380.72</b>       | <b>882,823.00</b>   | <b>-385,442.28</b>      | <b>56.3%</b>         |
| <b>6000 Project Expenses</b>                   |                         |                     |                         |                      |
| 6100 District Projects                         | 27,127.75               | 60,000.00           | -32,872.25              | 45.2%                |
| 6200 State Projects                            | 13,994.00               | 103,977.00          | -89,983.00              | 13.5%                |
| <b>Total 6000 Project Expenses</b>             | <b>41,121.75</b>        | <b>163,977.00</b>   | <b>-122,855.25</b>      | <b>25.1%</b>         |
| <b>Total Expense</b>                           | <b>538,502.47</b>       | <b>1,046,800.00</b> | <b>-508,297.53</b>      | <b>51.4%</b>         |
| <b>Net Income</b>                              | <b><u>94,066.81</u></b> | <b><u>0.00</u></b>  | <b><u>94,066.81</u></b> | <b><u>100.0%</u></b> |



**SERVING CARVER  
COUNTY SINCE 1946**

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

Page 9  
11360 Highway 212, Suite 6  
Cologne, MN 55322  
Phone: (952) 466-5230  
Fax: (952) 466-2070  
<https://www.carvercountymn.gov/swcd>

August 5, 2024

Peterson Company Ltd  
570 Cherry Drive  
Waconia, MN 55387

Dear Board of Supervisors and District Manager:

This representation letter is provided in connection with your audit of the governmental activities and General Fund of Carver Soil and Water Conservation as of December 31, 2023, and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position and results of operations, where applicable, of the various opinion units of Carver Soil and Water Conservation in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information such that, in the light of surrounding circumstances, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of August 5, 2024:

#### **Financial Statements**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 15, 2024, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures, are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of the applicable financial reporting framework.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*,

for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.

- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
  - The underlying assumptions are reasonable and they appropriately reflect management’s intent and ability to carry out its stated courses of action.
  - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
  - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With respect to the PERA calculations we have performed the following:
  - Made all management decisions and performed all management functions;
  - Assigned a competent individual to oversee the services;
  - Evaluated the adequacy of the services performed;
  - Evaluated and accepted responsibility for the result of the service performed; and
  - Established and maintained controls, including a process to monitor the system of internal control.

### **Information Provided**

- We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes,<sup>8</sup> and other matters;
  - Additional information that you have requested from us for the purpose of the audit;
  - Unrestricted access to persons within the entity and others from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have provided to you our evaluation of the entity’s ability to continue as a going concern, including significant conditions and events present, and we believe that our use of the going concern basis of accounting is appropriate. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity’s financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation, claims, or assessments.

for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.

- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
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- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
  - The underlying assumptions are reasonable and they appropriately reflect management’s intent and ability to carry out its stated courses of action.
  - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
  - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With respect to the PERA calculations we have performed the following:
  - Made all management decisions and performed all management functions;
  - Assigned a competent individual to oversee the services;
  - Evaluated the adequacy of the services performed;
  - Evaluated and accepted responsibility for the result of the service performed; and
  - Established and maintained controls, including a process to monitor the system of internal control.

### **Information Provided**

- We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes,<sup>8</sup> and other matters;
  - Additional information that you have requested from us for the purpose of the audit;
  - Unrestricted access to persons within the entity and others from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have provided to you our evaluation of the entity’s ability to continue as a going concern, including significant conditions and events present, and we believe that our use of the going concern basis of accounting is appropriate. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity’s financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation, claims, or assessments.

- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- Carver Soil and Water Conservation has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which Carver Soil and Water Conservation is contingently liable.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
  - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
- Carver Soil and Water Conservation has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

### **Information Provided**

We have provided you all minutes of the meetings of stockholders, directors, committees of directors, or those charged with governance, or summaries of actions of recent meetings for which minutes have not yet been prepared.

### **Reported Findings**

We have provided to you our views on reported audit findings, conclusions, and recommendations, as well as planned corrective actions.

### **Cybersecurity**

There have been no cybersecurity breaches or other cyber events whose effects should be considered for disclosure in the financial statements, as a basis for recording a loss contingency, or otherwise considered when preparing the financial statements.

**Accounting Estimates and Related Disclosures**

- The significant judgments made in making the accounting estimates have taken into account all relevant information of which we are aware.
- We have consistently and appropriately selected and applied methods, assumptions, and data when making accounting estimates.
- The assumptions we used in making and disclosing accounting estimates appropriately reflect our intent and ability to carry out specific courses of action on behalf of Carver Soil and Water Conservation, when relevant to the accounting estimates and disclosures.
- We have obtained and applied appropriate specialized skills and expertise in making accounting estimates.
- We are not aware of any events subsequent to the date of the financial statements that require adjustment to our accounting estimates and related disclosures included in the financial statements.

**Required Supplementary Information**

With respect to the budgetary comparison schedule and the PERA reports accompanying the financial statements:

- a. We acknowledge our responsibility for the presentation of the budgetary comparison schedule and the PERA reports in accordance with U.S. GAAP.
- b. We believe the budgetary comparison schedule and the PERA reports, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
- c. The methods of measurement or presentation have not changed from those used in the prior period.

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Mike Wanous, District Manager

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Marcus Zbinden, Board Chair



# REQUEST FOR BOARD ACTION

## Regular Agenda

**Meeting Date:** August 15, 2024

**Prepared by:** Mike Wanous

**PURPOSE/ACTION REQUESTED:**

Approve the District Manager to sign the CRP Incentive Grant agreement and the Soil Health Delivery Grant agreement with BWSR.

**SUMMARY:**

BWSR has two new grant agreements that are ready to be signed (with DocuSign):

- CRP Incentive Grant – this grant provides additional state funding incentive for landowners entering into a Continuous CRP contract.
- Soil Health Delivery Grant – this grant provides funding to SWCDs to provide technical assistance and financial incentives for landowners implementing soil health best management practices.

These two new grant opportunities were approved during the 2023 Legislative Session. BWSR has just recently made the grant agreements available for review and signature.

**STAFF RECOMMENDATION:**

Staff recommends approval for the signing the grant agreements.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Included in the budget.

**Supporting Documents:**

Grant agreements

**Previous Board Action:**

None



**2025 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
CONSERVATION RESERVE PROGRAM STATE INCENTIVES GRANT PROGRAM  
GRANT AGREEMENT**

|                |            |
|----------------|------------|
| <b>Vendor:</b> | 0000192555 |
| <b>PO#:</b>    | 3000017518 |

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

| Grant ID | Grant Title                                       | Awarded Amt |
|----------|---|-------------|
| P25-0452 | 2025 - CRP State Incentives Program (Carver SWCD) | \$20,000.00 |

**Total Grant Awarded: \$20,000.00**

**Recitals**

1. Laws of Minnesota 2023, Chapter 60, Article 1, Section 4, paragraph (s) appropriated funds to the Board for the FY 2025 Conservation Reserve Program State Incentives Grant Program.
2. The Board adopted Board Order #24-24 to authorize and allocate funds for the FY 2025 Conservation Reserve Program State Incentives Grant Program.
3. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

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

The Grantee’s Authorized Representative is:

**TITLE** Manager, Carver SWCD  
**ADDRESS** 11360 Hwy 212  
**CITY** Cologne, MN 55322  
**TELEPHONE NUMBER** 952-466-5230

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

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
  - 1.2. **Expiration date:** December 31, 2026 or until all obligations have been satisfactorily fulfilled, whichever comes first.
  - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.



## 2. Grantee's Duties.

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

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Agreement.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2027, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

## 3. Time.

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

## 4. Terms of Payment.

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.6. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

## 5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

## 6. Assignment, Amendments, Work Plan Revisions, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
  - 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.
  - 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.
  - 6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.

- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
7. **Liability.**  
The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.**  
Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.**  
The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.**  
The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.
- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.**  
Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination.**
- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

**14. Data Disclosure.**

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

**15. Prevailing Wage.**

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

**16. Municipal Contracting Law.**

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

**17. Intellectual Property Rights.**

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

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

**Approved:**

**Carver SWCD**

**Board of Water and Soil Resources**

Mike Wanous

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(signature)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Grant Program Requirements:  
CRP Incentives**Eligible Activities

Conservation Reserve Program State Incentive Grants provide eligible Comprehensive Watershed Management Plan partnerships and Watershed Management planning areas with funds to incentive landowner enrollment and re-enrollment into the federal Continuous Conservation Reserve Program (CCRP) and associated administrative and project development responsibilities. Eligible activities include:

- Incentive payments for the enrollment or re-enrollment into the federal CCRP for the installation or preservation of CCRP practices that improve or protect surface water or groundwater pollution, drinking water, soil health, pollinator and wildlife habitat, and other conservation enhancements.
- A maximum of up to 10 percent of the total grant may be used for administrative and project development expenses.

Watershed Eligibility Criteria

A Comprehensive Watershed Management Plan partnership and Watershed Management planning area are eligible for the FY25 Conservation Reserve State Incentives Grant Program if the following Criteria is met:

- Have a Board of Water and Soil Resource approved Comprehensive Watershed Management Plan authorized under Minnesota statute §103B.801 or Minnesota Statute §103B.231 at the time of program approval.
- Thirty percent or greater of the total Comprehensive Watershed Management (CWMA) Plan acres or Watershed Management Plan acres outside of CWMA Plan boundary(s) having a designation of cultivated acres.

Additional Requirements

- Prior to grant agreement execution the watershed plan partnership must have a locally adopted program policy that specifies financial assistance rates, procedures for addressing conservation practice assistance contract noncompliance, and criteria for practice or project selection.
- Incentive payments should be reasonable and justifiable, supported by grant recipient policy, consistent with prevailing local conditions, and must be based on established standards. BWSR reserves the right to review and approve incentive payment rates established by grant recipient policy.



**FY 2025 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
SOIL HEALTH DELIVERY GRANT PROGRAM  
GRANT AGREEMENT**

|                |            |
|----------------|------------|
| <b>Vendor:</b> | 0000192555 |
| <b>PO#:</b>    | 3000017608 |

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

| Grant ID | Grant Title                               | Awarded Amt |
|----------|---|-------------|
| P25-0489 | 2025 - Soil Health Delivery (Carver SWCD) | \$40,000.00 |

**Total Grant Awarded: \$40,000.00**

**Recitals**

1. The Laws of Minnesota 2023, Regular Session, Chapter 40, Article 2, Section 6(o) appropriated funds to the Board for the FY 2025 Soil Health Delivery Grant Program.
2. The Board adopted Board Order #23-60 to authorize and allocate funds for the FY 2025 Soil Health Delivery Grant Program.
3. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

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

The Grantee’s Authorized Representative is:

**TITLE** Manager, Carver SWCD  
**ADDRESS** 11360 Hwy 212  
**CITY** Cologne, MN 55322  
**TELEPHONE NUMBER** 952-466-5230

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

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
  - 1.2. **Expiration date: December 31, 2027** or until all obligations have been satisfactorily fulfilled, whichever comes first.
  - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

## 2. Grantee's Duties.

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

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Agreement.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

## 3. Time.

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

## 4. Terms of Payment.

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

## 5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

## 6. Assignment, Amendments, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
  - 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.
  - 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.

6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

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

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

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

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

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

12. **Governing Law, Jurisdiction, and Venue.**

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

13. **Termination.**

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

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

13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

**14. Data Disclosure.**

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

**15. Prevailing Wage.**

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

**16. Municipal Contracting Law.**

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

**17. Constitutional Compliance.**

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

**18. Signage.**

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

**19. Intellectual Property Rights.**

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

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

Approved:

**Carver SWCD**

Mike wanous

**Board of Water and Soil Resources**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(signature)*



**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Grant Program Requirements:  
Soil Health Delivery FY25**

**Eligible Activities**

Funding may be used broadly for financial assistance and technical support activities needed to promote and facilitate the enhanced adoption of soil health practices and systems to achieve water quality, drinking water, climate, or associated benefits consistent with [Minnesota Statutes, section 103F.06](#).

Funding for the following core soil health practices are eligible statewide:

- Alley Cropping
- Conservation Cover
- Contour Buffer Strips
- Cover Crop
- Critical Area Planting
- Field Border
- Filter Strip
- Forest Farming
- Forest Stand Improvement
- Pasture and Hay Planting
- Prescribed Grazing
- Residue and Tillage Management (No Till)
- Riparian Forest Buffer
- Silvopasture
- Tree/Shrub Establishment
- Windbreak/Shelterbelt Establishment and Renovation

Eligible practices are NOT limited to those above. In addition, local priority, or other supporting soil health practices may be eligible but grantees need identify those activities in the work plan process.

**Ineligible Activities**

Funds may not be used for the purchase of equipment that will be used to establish, improve, or accelerate soil health. Examples of equipment include, but are not limited to, no till drills, air seeders, high boys, variable rate equipment, and retrofit projects to convert corn detasslers to high boys.

The Minnesota Department of Agriculture's Soil Health Financial Assistance Grant provides cost-share for the purchase and retrofit of soil health equipment. Additional information can be found at [Soil Health Financial Assistance Program Grants | Minnesota Department of Agriculture](#).

The Minnesota Department of Agriculture's AgBMP Loan program is a water quality program that provides low-interest loans to farmers, rural landowners, and agriculture supply businesses. Soil Health equipment purchases that address water quality concerns are eligible. Additional information can be found at [Agriculture Best Management Practices \(BMP\) Loan Program | Minnesota Department of Agriculture \(state.mn.us\)](#)

**District Financial Assistance Policy**

If contracts will be awarded to landowners for project implementation a local SWCD financial assistance policy must be described in the work plan, or the policy referenced and attached within eLINK. Financial Assistance Policies should describe local program information such as payment rates, contract terms, and inspection schedules.

**Financial Assistance**

Grantees may provide financial assistance based on a percentage of installation cost, flat-rate, or incentive payments.

Grantee will follow requirements found within the Fiscal Year 2025 [Grants Administration Manual](#) Chapter: Implementing Contracts with Land Occupiers

**Contracts**

Conservation practice or financial assistance contracts between grant recipients and landowners are required when funds are used to provide financial assistance to install practices. When used, these contracts must, at a minimum: provide financial assistance information and expectations; identify the responsibility for operation and maintenance, including maintenance or control of the contributing watershed; include a technical and financial plan for failures; allow for inspections by the grantee of the practice; be in effect for a period corresponding to the expected life of the project; and may be required to include replacement provisions and pro-rated pollution effectiveness replacement. For practices installed on public land, operation and maintenance plans may be identified as part of capital infrastructure maintenance. All contracts are recommended to be reviewed by the grantee's legal counsel.

**Tennesen Warning Notice**

Local governments must give individuals notice when collecting private or confidential information from them. This is referred to as a “Tennesen warning notice”. The purpose of the notice is to enable people to make informed decisions about whether to give information about themselves to the government (see Minnesota Statutes, section 13.04, subdivision 2). If Private Data is collected and disseminated as part of a BWSR Grant, BWSR will take the position that a Tennesen warning notice was provided by the LGU to all necessary individuals.

- Local Governments and grant recipients should ask the individual(s) to sign and date a Tennesen warning notice and give the individual(s) a copy as a best practice. However, notices do not need to be in writing.
- Local Governments and grant recipients should limit the private data collected or disseminated to only the data that is necessary to administer a program.
- Local Governments may also want to request assistance from their legal counsel.

**Project and Practice Assurances**

Grantee will follow requirements found within the Fiscal Year 2025 [Grants Administration Manual](#) Chapter: Project and Practice Assurances

**Operation, Maintenance, and Inspections of Practices**

Grantee will follow requirements found within the Fiscal Year 2025 [Grants Administration Manual](#) Chapter: Operation, Maintenance, and Inspection of Practices

**Technical Quality Assurance**

Grantee will follow requirements found within the Fiscal Year 2025 [Grants Administration Manual](#) Chapter: Technical Quality Assurance

**Vegetation Requirements**

Grantee will follow requirements found within the Fiscal Year 2025 [Grants Administration Manual](#) Chapter: Vegetation Requirements for BWSR Funded Projects

**Additional Requirements**

When practicable, grant recipients shall prominently display on their website the legacy logo. Grant recipients must display on their website either a link to their project from the Legislative Coordinating Commission Legacy Site (<http://legacy.leg.mn>) or a clean water project summary that includes a description of the grant activities, including expenditure of grant funds and measurable outcomes.

When practicable, grant recipients must display a sign with the Legacy Logo at the project site or other public location identifying the project was built with assistance from Clean Water, Land and Legacy Amendment. When practicable, grant recipients must display the Legacy Logo on printed and other media funded with money from the Clean Water Fund. The logo and specifications can be found at <http://www.legacy.leg.mn/legacy-logo>.

For questions regarding Grants Administration Manual requirements, grantees should consult their assigned Board Conservationist.

## Carver SWCD Cost Share Policies

### Staff Credentials

Carver SWCD will ensure staff has the necessary skills and trainings for assisting with the implementation of projects according to standards and specifications.

Technical expertise of the SWCD includes:

- 1 Certified professional in Erosion and Sediment Control
- 1 Certified professional in wetland delineation
- 1 staff with Masters in landscape architecture
- 1 staff with USDA NRCS job approval authority

When professional engineering is required, the SWCD will utilize professional engineers through the Metro Conservation District (MCD) engineering & technical assistance program funds, or through the consulting engineers on retainer with the Carver County Water Management Organization (WMO).

### General Policies

- The use of state grant funds to provide cost share and/or incentives must follow the BWSR Grants Administration Manual and specific grant requirements.
- All cost share funding is subject to fund availability and may be discontinued by the District Board as it deems appropriate.
- Projects that are completed to meet regulatory requirements are not eligible for cost share funding.
- The applicant is responsible for the operation and maintenance of practices applied under this program.
- The applicant shall allow SWCD staff access to property for the inspection of projects installed for the life of the contract.
- SWCD staff shall conduct project inspections in accordance with requirements (typically at years 1, 3, 6, and 9 under a 10-year contract).
- The applicant may be requested to obtain at least two quotes for work prior to approval of the contract.

### Noncompliance

Contract noncompliance issues will be handled on a case-by-case basis. The SWCD will attempt to address noncompliance issues with landowners on a voluntary basis. Items that can not be resolved on a voluntary basis will be brought to the Carver County attorney's office for possible legal action. The SWCD may request up to 150% reimbursement if the contract terms are violated.

### Priority areas for funding

In cases where requests for funding exceeds the available funding, priority will be given to projects located in watersheds draining to priority waterbodies as identified in the Carver County Water Management Organization comprehensive water management plan.

### Allowable rates for in-kind services

In-kind rates: the maximum allowable rates for in-kind services shall not exceed the latest data from the Farm Custom Rate Survey published by Iowa State University. These rates are typically updated annually and can be found at the Iowa State University website or at <https://iastate.app.box.com/v/isu-custom-rate-survey>

### Nonstructural Land Management Practices

- Cover Crops
  - Cover crops must meet NRCS Practice Standard 340 (Cover Crop) to be eligible for incentive payment, except for the seeding date which will follow the Midwest Cover Crop Council Seeding Guide recommendations, the latest date allowed to plant a cover crop is November 20<sup>th</sup>)
  - Payment will be made after certification that the cover crop requirements have been met.
  - Cover crops CAN NOT be harvested, terminated, or tilled in the fall; grazing is allowed but must maintain a minimum of 6" vegetation height.
  - Cover crops can be used as supplemental forage by grazing or mechanical harvest the following spring.
  - Light tillage is allowed to incorporate cover crop seed in a no-till scenario, this must be approved by District staff.
  - Total cover crop payments using the single practice formula are limited to 50 acres or \$3,500 per contract for a maximum of 3 years per applicant.
  - Total cover crop payments using stacked practices formula are limited to 80 acres or \$8,800 per contract for a maximum of 3 years per applicant.
  - Fields that receive cover crop funding through USDA-EQIP are not eligible for District funding during the same calendar year.

Cover Crop and Conservation Tillage Incentive Payment Structure:

- Single Species Cover Crop: \$50 per acre
- Multi-Species Cover Crop: \$60 per acre
- No-till/Strip till practice: \$30 per acre
  - Bonuses: You pick both (cover crop and no-till)! ADD \$10 per acre  
Repeating CC on same acres in consecutive years: \$10 per acre
  - No-till & strip till: Residue and tillage management of primary crop must follow NRCS Practice Standard 329 for No-till/Strip-till to be eligible for Incentive payment.
- Staff may approve contracts for soil health practices (cover crop, no-till, strip-till) in cases where waiting for the next SWCD Board meeting may interfere with the success of the project. The SWCD Board will ratify the decision at the next board meeting.
- CCRP incentive payments
  - CCRP incentive payment availability is dependent on state grant funding.
  - CCRP incentive payments are a one-time payment, while funding is available.
  - New Continuous CRP incentive payments vary according to priority water bodies as identified in the current Carver County Water Management Organization (WMO) comprehensive water management plan and will be as follows:

|   | Less than 15 year contract | 15 year contract |
|---|----------------------------|------------------|
| Drains directly to Priority 1 waterbody | \$500 per acre             | \$750 per acre   |
| Drains directly to Priority 2 waterbody | \$400 per acre             | \$600 per acre   |
| Drains directly to Priority 3 waterbody | \$300 per acre             | \$450 per acre   |

- Re-enrollment Continuous CRP contracts are eligible for ½ payment rates listed above.
- All CCRP incentive payments are capped at a maximum of 20 acres.
- Payment will be made after verification of an approved CRP contract with FSA.
- Incentives are only eligible for new contracts after the date of the executed grant agreement.
- All CCRP incentive payments are subject to SWCD Board approval.
- The SWCD may request 150% reimbursement of the incentive payment if the terms of the CRP contract are violated.
- Payments are not eligible for land enrolling into CREP.



## REQUEST FOR BOARD ACTION

### Regular Agenda

Meeting Date: August 15, 2024

Prepared by: Terry Meiller

#### **PURPOSE/ACTION REQUESTED:**

Approve cover crop incentive contracts for Elmer Hartman, Kevin Sons, Eric Hoese, Alexandra Pierson, Dan Hausladen and SSP Holdings LP.

#### **SUMMARY:**

The following cover crop contracts have been received and reviewed by staff:

- Elmer Hartman is requesting approval of the multi-species cover crop incentive for the 50 acres maximum. He is establishing a cover crop mix of winter cereal rye and soybeans on 57 acres for his 3<sup>rd</sup> consecutive year of cover crop establishment on the same acreage. The cover crop will be no-till planted in August following the harvest of his 2024 cereal rye cover crop and left to overwinter.
- Kevin Sons is requesting approval of the multi-species cover crop incentive for a total of 19 acres. He is establishing a cover crop mix of oats, wheat, and turnips for his 3<sup>rd</sup> year of cover crop establishment. The cover crop will be planted in August following the harvest of his spring wheat crop and left to overwinter.
- Eric Hoese is requesting approval of the multi-species cover crop incentive for the 50 acres maximum. He is establishing a cover crop mix of oats and radish in late August as prevent plant acres and the cover crop will be terminated in the spring of 2025 before planting his cash crop.
- Alexandra Pierson is requesting approval of the multi-species cover crop incentive for a total of 18 acres. She is establishing a cover crop mix of crimson clover, cereal rye, and radish/turnips. The cover crop will be planted in August as prevent plant acres and be terminated in the spring of 2025 before no-till planting corn.
- Dan Hausladen is requesting approval of the multi-species cover crop incentive for a total of 30 acres. He is establishing a cover crop mix of crimson clover, cereal rye, and radish/turnips. Clovers/Turnips will be planted in August/Sept with the use of a drone, and Cereal rye will be no-tilled following soybean harvest. The cover crop will be terminated in the spring of 2025 before no-till planting corn.

- SSP Holdings LP is requesting approval of the multi-species cover crop incentive for a total of 80 acres. They will be establishing a cover crop mix of cereal rye and turnips for their 2<sup>nd</sup> year of a multi-year soil health contract. The cereal rye and turnips will be planted in August/Sept with the use of a helicopter in partnership with the Scott Co SWCD cover crop program. The cover crop will be terminated in the spring of 2025 before no-till planting corn and soybeans.

**STAFF RECOMMENDATION:**

Staff recommends approval of the cover crop incentive contracts for all individuals.

- Elmer Hartman with the total incentive amount of \$3,500.00
- Kevin Sons with the total incentive amount of \$1,140.00
- Eric Hoese with the total incentive amount of \$3,000.00
- Alexandra Pierson with the total incentive amount of \$1,800.00
- Dan Hausladen with the total incentive amount of \$3,000.00
- SSP Holdings LP with the total incentive amount of \$8,800.00

**EXPLANATION OF FISCAL/FTE IMPACT:**

Funding is available from the Soil Health Delivery Grant

**Supporting Documents:**

Fact Sheet and maps attached

**Previous Board Action:**

None





# Project Fact Sheet

## Elmer Hartmann    Young America Township    Cover Crops (340)

### Cooperator and Location

Name                    Elmer Hartmann  
 Address                13510 Hwy 5 & 25 S  
 City/Twp.              Hamburg  
                               Young America-20  
 Watershed              Bevens Creek

### Project Details

Practice                Cover Crops (340)  
 Quantity               50 Acres  
 Project ID             2024-01  
 Planting Date        August, 2024

### Funding

Grant                    Soil Health Delivery  
 Total Incentive      \$3,500.00  
 Payment

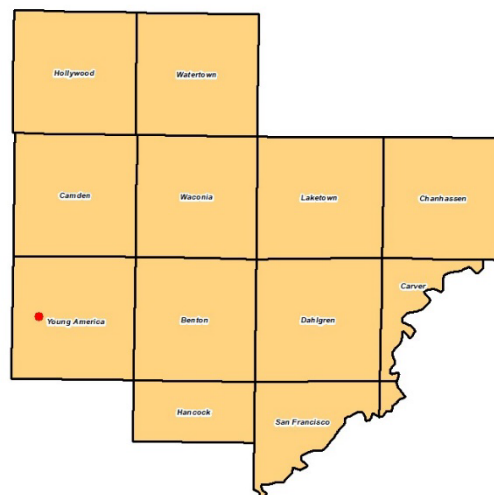
### Project Overview

Elmer Hartmann is establishing a cover crop mix of winter cereal rye and soybeans on 50 acres for his 3<sup>rd</sup> consecutive year of cover crop establishment.

The cover crop mix will be no-till planted in August following the harvest of his 2024 cereal rye cover crop. Due to wet spring conditions, termination of his cover crop and planting of his primary crops of corn and soybeans were not completed.

### Environmental Benefits

- Reduce Soil Loss and Erosion
- Improve Water Quality
- Improve Soil Health and Soil Tilth





# Project Fact Sheet

**Kevin Sons**

**Hancock Township**

**Cover Crops (340)**

### Cooperator and Location

Name: Kevin Sons  
 Address: 16670 Rice Ave  
 City/Twp.: NYA (Hancock-07)  
 Watershed: Bevens Creek

### Project Details

Practice: Cover Crops (340)  
 Quantity: 19 Acres  
 Project ID: 2024-02  
 Planting Date: August, 2024

### Funding

Grant: Soil Health Delivery  
 Total Incentive Payment: \$1,140.00



### Project Overview

Kevin Sons is establishing a cover crop mix of oats, wheat, and turnips on 19 acres for his 3<sup>rd</sup> year of cover crop establishment.

The cover crop mix will be planted in August following the harvest of his 2024 spring wheat crop and left to overwinter.

### Environmental Benefits

- Reduce Soil Loss and Erosion
- Improve Water Quality
- Improve Soil Health and Soil Tilth





# Project Fact Sheet

**Eric Hoese**

**Watertown Township**

**Cover Crops (340)**

### Cooperator and Location

Name: Eric Hoese  
 Address: 5650 Polk Ave  
 City/Twp.: Mayer (Watertown-34)  
 Watershed: Carver Creek

### Project Details

Practice: Cover Crops (340)  
 Quantity: 50 Acres  
 Project ID: 2024-03  
 Planting Date: August, 2024

### Funding

Grant: Soil Health Delivery  
 Total Incentive Payment: \$3,000.00

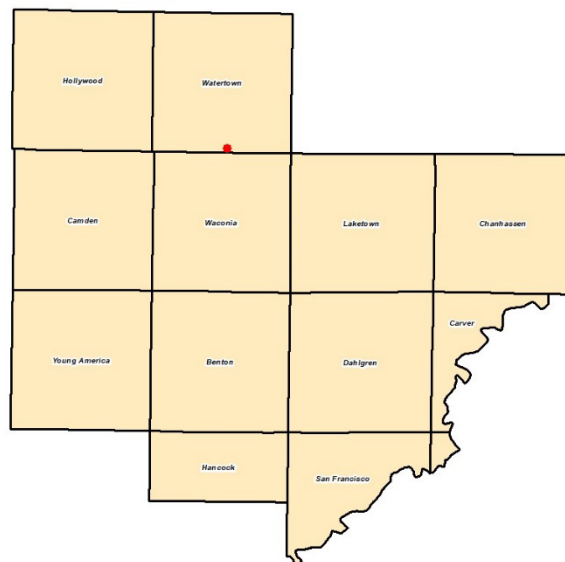
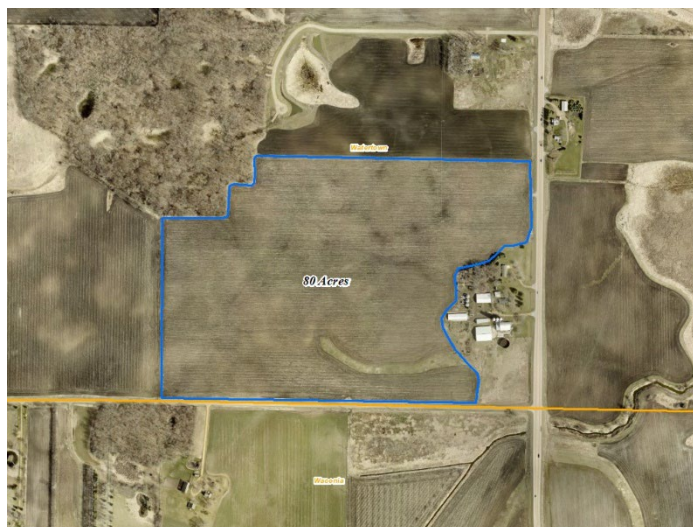
### Project Overview

Eric Hoese is establishing a multi-species cover crop mix of oats and radish on 50 acres.

The cover crop mix will be planted in August as prevent plant acres due to the wet spring conditions. The cover crop will not be terminated until spring of 2025, prior to establishing a cash crop of corn and soybeans.

### Environmental Benefits

- Reduce Soil Loss and Erosion
- Improve Water Quality
- Improve Soil Health and Soil Tilth





# Project Fact Sheet

**Alexandra Pierson**

**Hollywood Township**

**Cover Crops (340)**

### Cooperator and Location

Name: Alexandra Pierson  
 Address: 5575 Tacoma Ave  
 City/Twp.: Mayer (Hollywood-15)  
 Watershed: South Fork Crow River

### Project Details

Practice: Cover Crops (340)  
 Quantity: 18 Acres  
 Project ID: 2024-04  
 Planting Date: August, 2024

### Funding

Grant: Soil Health Delivery  
 Total Incentive Payment: \$1,800.00

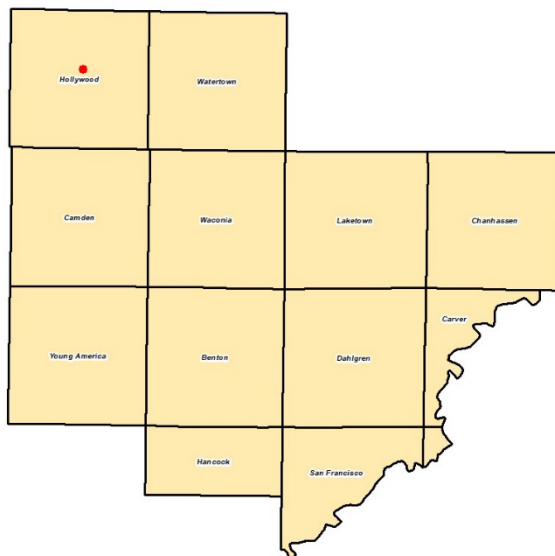
### Project Overview

Alexandra Pierson is establishing a multi-species cover crop mix of crimson clover, cereal rye, and radish/turnips on 18 acres.

The cover crop mix will be no-till planted in August as prevent plant acres due to the wet spring conditions. The cover crop will be terminated in the spring of 2025, and a cash crop of corn will be planted using no-till.

### Environmental Benefits

- Reduce Soil Loss and Erosion
- Improve Water Quality
- Improve Soil Health and Soil Tilth





# Project Fact Sheet

**Dan Hausladen**

**Hollywood Township**

**Cover Crops (340)**

### Cooperator and Location

Name Dan Hausladen  
 Address 21017 Zebra Ave  
 City/Twp. New Germany (Hollywood-31)  
 Watershed South Fork Crow River

### Project Details

Practice Cover Crops (340)  
 Quantity 30 Acres  
 Project ID 2024-05  
 Planting Date Aug/Sept. (clover/turnips)  
 Nov. (cereal rye)

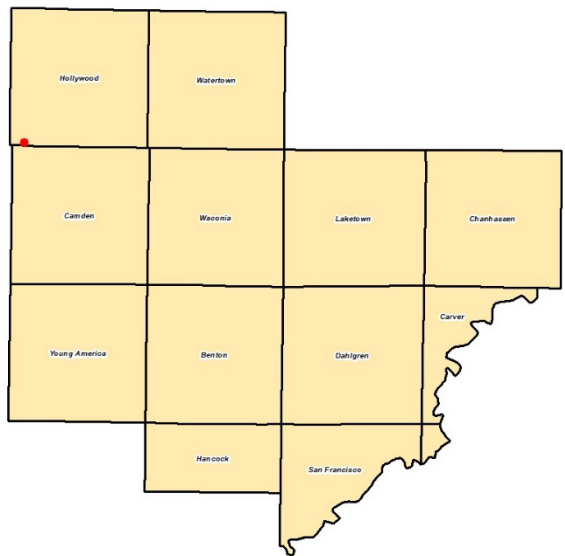
### Funding

Grant Soil Health Delivery  
 Total Incentive Payment \$3,000.00

### Project Overview

Dan Hausladen is establishing a multi-species cover crop mix of crimson clover, cereal rye, and radish/turnips on 30 acres.

Crimson clover and turnips will be aerial seeded in late August with the use of a drone to promote establishment of these species for maximum benefit. Cereal rye will be no-till planted following soybean harvest. The cover crop mix will be terminated in the spring of 2025, and a cash crop of corn will be planted using no-till.



### Environmental Benefits

- Reduce Soil Loss and Erosion
- Improve Water Quality
- Improve Soil Health and Soil Tilth
- Scavenge/Fix Nitrogen



# Project Fact Sheet

## SSP Holdings LP

San Francisco Township

Cover Crops (340)

### Cooperator and Location

Name: SSP Holdings LP  
 Address: 15900 Flying Cloud Dr  
 City/Twp.: Eden Prairie (San Francisco - 01&29)  
 Watershed: Bevens Creek & Minnesota River

### Project Details

Practice: Cover Crops (340)  
 Quantity: 80 Acres  
 Project ID: 2024-06  
 Planting Date: Aug/Sept, (cereal rye/turnip)

### Funding

Grant: Soil Health Delivery  
 Total Incentive Payment: \$8,800.00

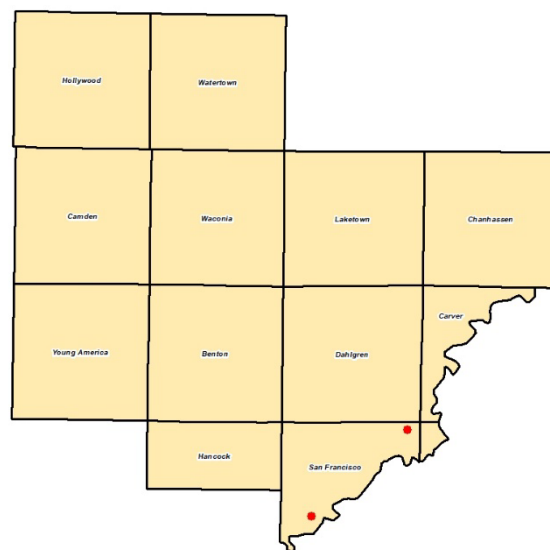
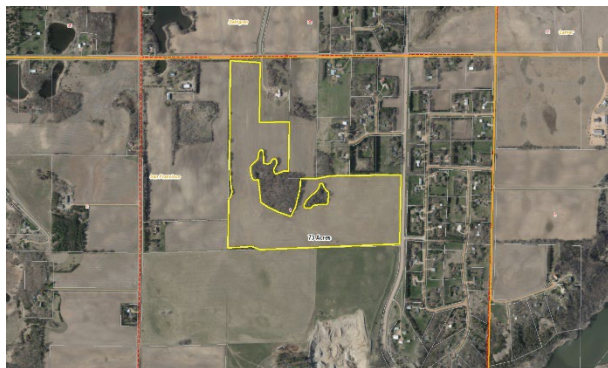
### Project Overview

SSP Holdings LP is establishing a multi-species cover crop mix of cereal rye and turnips for their 2<sup>nd</sup> year of their multi-year soil health contract on 80 acres.

The cover crop mix will be aerial seeded in partnership with the Scott Co SWCD cover crop program in late August with the use of a helicopter. The cover crop mix will be terminated in the spring of 2025, and a cash crop of corn and soybeans will be planted using no-till.

### Environmental Benefits

- Reduce Soil Loss and Erosion
- Improve Water Quality
- Improve Soil Health and Soil Tilth
- Scavenge/Fix Nitrogen





# REQUEST FOR BOARD ACTION

## Regular Agenda

**Meeting Date:** August 15, 2024

**Prepared by:** Mike Wanous

**PURPOSE/ACTION REQUESTED:**

Approve the annual resolution for use of SWCD Aid funding from the state.

**SUMMARY:**

The 2023 omnibus tax bill included new statutory language and provisions for SWCD Aid.

One of the requirements of SWCD Aid is annually posting on the District website a board adopted resolution with guidelines on how the district will be using the funds.

The attached resolution is presented for board review and adoption.

**STAFF RECOMMENDATION:**

Staff recommends approval of the resolution.

**EXPLANATION OF FISCAL/FTE IMPACT:**

SWCD Aid is included in the budget.

**Supporting Documents:**

Resolution attached

**Previous Board Action:**

Approved resolution in 2023

**CARVER SOIL AND WATER CONSERVATION DISTRICT (SWCD)  
2024 GUIDELINES ON USE OF SWCD AID PAYMENTS**

**Minn. Stat. § 477A.23, subd. 4(b)**

*(effective August 15, 2024)*

**State SWCD Aid payments will be used by the district board and staff to carry out the following duties as outlined in Minn. Stat. § 103C.332, subd. 1:**

(1) respond to and provide technical and financial assistance to landowners to maintain and improve the quality, quantity, distribution, and sustainability of natural resources, including surface water, groundwater, soil, and ecological resources;

(2) arrange for employees to serve on technical evaluation panels to implement the wetland laws as required under section [103G.2242](#);

(3) locally administer the reinvest in Minnesota reserve program under section [103F.515](#) and rules adopted thereunder, using knowledge of local resources to manage each easement to maximize environmental benefits;

(4) participate in administering the Wetland Conservation Act as provided under sections [103G.221](#) to [103G.2375](#), either in an advisory capacity or as the designated local government unit administering the program;

(5) participate in the local water management program under chapter 103B, either in an advisory capacity or as the designated local government unit administering the program;

(6) participate, as appropriate, in the comprehensive watershed management planning program under section [103B.801](#);

(7) participate in disaster response efforts as provided in chapter 12A;

(8) provide technical recommendations to the Department of Natural Resources on general permit applications under section [103G.301](#);

(9) provide technical assistance for the agricultural water quality certification program under sections [17.9891](#) to [17.993](#);

(10) provide technical assistance for the agricultural land preservation program under chapter 40A, where applicable;

(11) maintain compliance with section [15.99](#) for deadlines for agency action;

(12) provide technical assistance in implementing the soil erosion law under sections [103F.401](#) to [103F.48](#);

(13) coordinate with appropriate county officials on matters related to electing soil and water conservation district supervisors; and

(14) cooperate to the extent possible with federal, state, and local agencies and with private organizations to avoid duplicating and to enhance implementing public and private conservation initiatives within the jurisdiction of the district.



**In carrying out the above duties, the district board and staff will use state aid payments to deliver the following services as outlined in Minn. Stat. § 103C.332, subd. 2:**

(1) performing administrative services, including comprehensive and annual work planning, administering grants, leveraging outside funding, establishing fiscal accountability measures, reporting accomplishments, human resources management, and staff and supervisor development;

(2) entering into cooperative agreements with the United States Department of Agriculture, Natural Resources Conservation Service, and other United States Department of Agriculture agencies to leverage federal technical and financial assistance;

(3) providing technical expertise, including knowledge of local resources, performing technical evaluations and certifications, assessing concerns, and providing oversight in surveying, designing, and constructing conservation practices;

(4) providing information and education outreach, including increasing landowner awareness and knowledge of soil and water conservation program opportunities to protect soil and water resources and publicizing the benefits of soil and water conservation to the general public;

(5) facilitating regulatory processes for impacted landowners and providing technical review and comment on regulatory permits and development plans for regulations relating to soil and water conservation;

(6) administering projects and programs, including but not limited to the nonpoint source pollution abatement program; reinvest in Minnesota reserve conservation easements program; disaster response; local water management and comprehensive watershed management planning programs; and projects related to floodplains, lakes, streams and ditches, wetlands, upland resources, and groundwater resources, to maintain and improve the quality, quantity, distribution, and sustainability of natural resources, including surface water, groundwater, soil, and ecological resources;

(7) monitoring and inventorying to collect data that provide a baseline understanding of resource conditions and changes to the resources over time and analyzing and interpreting the data to support program implementation; and

(8) maintaining a modern technology infrastructure that facilitates planning and projects, including geographic information systems, modeling software, mobile workstations, survey and design equipment and software, and other technology for linking landowners with conservation plans.

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Marcus Zbinden, Chair  
Carver County Soil and Water Conservation District

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Date



# REQUEST FOR BOARD ACTION

## Regular Agenda

**Meeting Date:** August 15, 2024

**Prepared by:** Mike Wanous

**PURPOSE/ACTION REQUESTED:**

Review the changes to WCA law that went into effect as of August 1, 2024.

**SUMMARY:**

The 2024 legislative session resulted in changes to the state laws regarding the MN Wetland Conservation Act (WCA). Staff will review the changes, focusing on the items that will be most impactful to our work.

A summary of the WCA law changes is included in the packet.

**STAFF RECOMMENDATION:**

No action is required, this informational item is intended to keep the Board informed of the recent law changes.

**EXPLANATION OF FISCAL/FTE IMPACT:**

None

**Supporting Documents:**

Summary of WCA law changes

**Previous Board Action:**

None

# 2024 WETLAND CONSERVATION ACT

## STATUTE CHANGES

### Summary of Key Statute Changes with Explanations

This summary includes excerpts from Laws of MN 2024, Chapter 90, Article 3. It includes only the relevant Wetland Conservation Act (WCA) statutory subdivisions and paragraphs that contain changes, listed by the corresponding section numbers from the Chapter 90 session law. See the Office of the Revisor of Statutes website for complete statutes and session law: <https://www.revisor.leg.state.mn.us/laws/current/>. Underlined text indicates new language, ~~strikeout~~ indicates repealed language. This summary was prepared by the Minnesota Board of Water and Soil Resources (BWSR). All changes take effect August 1, 2024 unless otherwise noted.

#### Sec. 75. Minnesota Statutes 2022, section 103G.005, subdivision 14d, is amended to read:

Subd. 14d. **Project.** "Project" means a specific plan, contiguous activity, proposal, or design necessary to accomplish a goal as defined by the local government unit. As used in this chapter, a project may not be split into components or phases for the sole purpose of gaining additional exemptions.

**Effect of Change:** Clarifies that the restriction applies even when the gaining of additional exemptions was not the *sole* purpose for splitting a project into components or phases.

#### Sec. 76. Minnesota Statutes 2022, section 103G.005, subdivision 17b, is amended to read:

Subd. 17b. **Wetland type.** "Wetland type" means a wetland type classified according to *Wetlands of the United States*, United States Fish and Wildlife Service Circular 39 (1971 edition), ~~as summarized in this subdivision~~ or A Hydrogeomorphic Classification for Wetlands, United States Army Corps of Engineers (August 1993), including updates, supplementary guidance, and replacements, if any, as determined by the board.

~~(1) "Type 1 wetlands" are seasonally flooded basins or flats in which soil is covered with water or is waterlogged during variable seasonal periods but usually is well-drained during much of the growing season. Type 1 wetlands are located in depressions and in overflow bottomlands along watercourses, and in which vegetation varies greatly according to season and duration of flooding and includes bottomland hardwoods as well as herbaceous growths.~~

~~(2) "Type 2 wetlands" are inland fresh meadows in which soil is usually without standing water during most of the growing season but is waterlogged within at least a few inches of surface. Vegetation includes grasses, sedges, rushes, and various broad-leaved plants. Meadows may fill shallow basins, sloughs, or farmland sags, or these meadows may border shallow marshes on the landward side.~~

~~(3) "Type 3 wetlands" are inland shallow fresh marshes in which soil is usually waterlogged early during a growing season and often covered with as much as six inches or more of water. Vegetation includes grasses, bulrushes, spikerushes, and various other marsh plants such as cattails, arrowheads, pickerelweed,~~

and smartweeds. These marshes may nearly fill shallow lake basins or sloughs, or may border deep marshes on the landward side and are also common as seep areas on irrigated lands.

(4) "Type 4 wetlands" are inland deep fresh marshes in which soil is usually covered with six inches to three feet or more of water during the growing season. Vegetation includes cattails, reeds, bulrushes, spikerushes, and wild rice. In open areas, pondweeds, naiads, coontail, water milfoils, waterweeds, duckweeds, waterlilies, or spatterdocks may occur. These deep marshes may completely fill shallow lake basins, potholes, limestone sinks, and sloughs, or they may border open water in such depressions.

(5) "Type 5 wetlands" are inland open fresh water, shallow ponds, and reservoirs in which water is usually less than ten feet deep and is fringed by a border of emergent vegetation similar to open areas of type 4 wetland.

(6) "Type 6 wetlands" are shrub swamps in which soil is usually waterlogged during growing season and is often covered with as much as six inches of water. Vegetation includes alders, willows, buttonbush, dogwoods, and swamp privet. This type occurs mostly along sluggish streams and occasionally on floodplains.

(7) "Type 7 wetlands" are wooded swamps in which soil is waterlogged at least to within a few inches of the surface during growing season and is often covered with as much as one foot of water. This type occurs mostly along sluggish streams, on floodplains, on flat uplands, and in shallow basins. Trees include tamarack, arborvitae, black spruce, balsam, red maple, and black ash. Northern evergreen swamps usually have a thick ground cover of mosses. Deciduous swamps frequently support beds of duckweeds and smartweeds.

(8) "Type 8 wetlands" are bogs in which soil is usually waterlogged and supports a spongy covering of mosses. This type occurs mostly in shallow basins, on flat uplands, and along sluggish streams. Vegetation is woody or herbaceous or both. Typical plants are heath shrubs, sphagnum moss, and sedges. In the north, leatherleaf, Labrador tea, cranberries, carex, and cottongrass are often present. Scattered, often stunted, black spruce and tamarack may occur.

**Effect of Change:** Allows for use of the Hydrogeomorphic Classification for Wetlands (HGM) for determining wetland type. MN Rules Chapter 8420 (WCA Rule) will be amended to incorporate the use of HGM. Circular 39 remains in statute as an optional wetland typing method and is relevant to the identification of public water wetlands under Minn. Stat. 103G.005, Subd. 15a. Deletion of the "Wetland type" summary does not affect the use of Circular 39. More information about HGM can be found at: [HGM Approach \(dren.mil\)](https://www.dnr.state.mn.us/dren/hgm/)

## **Sec. 77. Minnesota Statutes 2023 Supplement, section 103G.005, subdivision 19, is amended to read:**

Subd. 19. **Wetlands.** (a) "Wetlands" means lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this definition, wetlands must have the following three attributes:

(1) have a predominance of hydric soils;

(2) are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and

(3) under normal circumstances support a prevalence of such vegetation.

(b) For the purposes of regulation under this chapter, the term wetlands does not include public waters wetlands as defined in subdivision 15a.

(c) Notwithstanding paragraph (a), wetlands includes deepwater aquatic habitats that are not public waters or public waters wetlands. For purposes of this paragraph, "deepwater aquatic habitats" has the meaning given in *Corps of Engineers Wetlands Delineation Manual*, United States Army Corps of Engineers (January 1987).

**Effect of Change:** WCA regulatory authority will now apply to deepwater habitats that are not designated as public waters. All replacement requirements, exemptions, application procedures, etc. will apply to projects involving these deepwater habitats. Deepwater habitats are permanently flooded lands lying below the deepwater boundary of wetlands (generally greater than 8.2 feet of water depth) as defined in the "Classification of Wetlands and Deepwater Habitats of the United States" (adapted from Cowardin et al., 1979), which is available here: [Classification of Wetlands and Deepwater Habitats of the United States](#)

### **Sec. 78. Minnesota Statutes 2022, section 103G.222, subdivision 1, is amended to read:**

Subdivision 1. **Requirements.** (a) Wetlands must not be drained or filled, wholly or partially, unless replaced by actions that provide at least equal public value under a replacement plan approved as provided in section 103G.2242, a replacement plan under a local governmental unit's comprehensive wetland protection and management plan approved by the board under section 103G.2243, or, if a permit to mine is required under section 93.481, under a mining reclamation plan approved by the commissioner under the permit to mine. Project-specific wetland-replacement plans submitted as part of a project for which a permit to mine is required and approved by the commissioner on or after July 1, 1991, may include surplus wetland credits to be allocated by the commissioner to offset future mining-related wetland impacts under any permits to mine held by the permittee, the operator, the permittee's or operator's parent, an affiliated subsidiary, or an assignee pursuant to an assignment under section 93.481, subdivision 5. For project-specific wetland replacement completed prior to wetland impacts authorized or conducted under a permit to mine within the Great Lakes and Rainy River watershed basins, those basins ~~shall be~~ are considered a single watershed for purposes of determining wetland-replacement ratios. Mining reclamation plans ~~shall~~ must apply the same principles and standards for replacing wetlands that are applicable to mitigation plans approved as provided in section 103G.2242. The commissioner must provide notice of an application for wetland replacement under a permit to mine to the county in which the impact is proposed and the county in which a mitigation site is proposed. Public value must be determined in accordance with section 103B.3355 or a comprehensive wetland protection and management plan established under section 103G.2243. Sections 103G.221 to 103G.2372 also apply to excavation in permanently and semipermanently flooded areas of ~~types 3, 4, and 5~~ wetlands.

**Effect of Change:** Removes Circular 39 wetland type from consideration in determining whether excavation in permanently and semi-permanently flooded areas of a wetland is an impact.

(d) If a wetland is replaced under paragraph (c), or drained under section 103G.2241, ~~subdivision 2, paragraph (b) or (c),~~ subdivision 1, clause (1), the local government unit may require a deed restriction that prohibits nonagricultural use for at least ten years. The local government unit may require the deed restriction if it determines the wetland area drained is at risk of conversion to a nonagricultural use within ten years based on the zoning classification, proximity to a municipality or full service road, or other criteria as determined by the local government unit.

**Effect of Change:** Applies the deed restriction prohibiting agricultural use for at least ten years to the new prior-converted cropland exemption (see changes to 103G.2241 subdivision 1). The reference to 103G.2241 subdivision 2(b-e) has been deleted, as those paragraphs were removed from statute.

(m) A replacement plan for wetlands is not required for individual projects that result in the filling or draining of wetlands for the repair, rehabilitation, reconstruction, or replacement of a currently serviceable existing state, city, county, or town public road necessary, as determined by the public transportation authority, to meet state or federal design or safety standards or requirements, excluding new roads or roads expanded solely for additional traffic capacity lanes. This paragraph only applies to authorities for public transportation projects that:

(1) minimize the amount of wetland filling or draining associated with the project and consider mitigating important site-specific wetland functions on site;

(2) except as provided in clause (3), submit project-specific reports to the board, the Technical Evaluation Panel, the commissioner of natural resources, and members of the public requesting a copy at least 30 days prior to construction that indicate the location, amount, and type of wetlands to be filled or drained by the project or, alternatively, convene an annual meeting of the parties required to receive notice to review projects to be commenced during the upcoming year; and

(3) for minor and emergency maintenance work impacting less than 10,000 square feet, submit project-specific reports, within 30 days of commencing the activity, to the board that indicate the location, amount, and type of wetlands that have been filled or drained.

Those required to receive notice of public transportation projects may appeal minimization, delineation, and on-site mitigation decisions made by the public transportation authority to the board according to the provisions of section 103G.2242, subdivision 9. The Technical Evaluation Panel ~~shall~~ must review minimization and delineation decisions made by the public transportation authority and provide recommendations regarding on-site mitigation if requested to do so by the local government unit, a contiguous landowner, or a member of the Technical Evaluation Panel.

Except for ~~state~~ public transportation projects that occur on state roads, for which the state Department of Transportation is responsible for the wetland replacement, the board must replace the wetlands, and wetland areas of public waters if authorized by the commissioner or a delegated authority, drained or filled by public transportation projects on existing roads.

Public transportation authorities at their discretion may deviate from federal and state design standards on existing road projects when practical and reasonable to avoid wetland filling or draining, provided that public safety is not unreasonably compromised. The local road authority and its officers and employees are exempt from liability for any tort claim for injury to persons or property arising from travel on the highway and related to the deviation from the design standards for construction or reconstruction under this paragraph. This paragraph does not preclude an action for damages arising from negligence in construction or maintenance on a highway.

**Effect of Change:** Clarifies that the Minnesota Department of Transportation is responsible for wetland replacement on public transportation projects that occur on state roads, regardless of who the project sponsor or co-sponsor is.

## **Sec. 79. Minnesota Statutes 2022, section 103G.2241, subdivision 1, is amended to read:**

Subdivision 1. **Agricultural activities.** A replacement plan for wetlands is not required for:

~~(1) activities in a wetland that was planted with annually seeded crops, was in a crop rotation seeding of pasture grass or legumes, or was required to be set aside to receive price support or other payments under United States Code, title 7, sections 1421 to 1469, in six of the last ten years prior to January 1, 1991;~~

~~(2) activities in a type 1 wetland on agricultural pasture land that remains in the same use, except for bottomland hardwood type 1 wetlands, and activities in a type 2 or type 6 wetland that is less than two acres in size and located on agricultural pasture land that remains in the same use;~~

(1) impacts to wetlands on agricultural land labeled prior-converted cropland and impacts to wetlands resulting from drainage maintenance activities authorized by the United States Department of Agriculture, Natural Resources Conservation Service, on areas labeled farmed wetland, farmed-wetland pasture, and wetland. The prior-converted cropland, farmed wetland, farmed-wetland pasture, or wetland must be labeled on a valid final certified wetland determination issued by the Natural Resources Conservation Service in accordance with Code of Federal Regulations, title 7, part 12, as amended. It is the responsibility of the owner or operator of the land to provide a copy of the final certified wetland determination to, and allow the Natural Resources Conservation Service to share related information with, the local government unit and the board for purposes of verification;

~~(3) (2) activities in a wetland conducted as part of normal farming practices. For purposes of this clause, "normal farming practices" means farming, silvicultural, grazing, and ranching activities such as plowing, seeding, cultivating, and harvesting for the production of feed, food, and fiber products, but does not include activities that result in the draining of wetlands;~~

~~(4) (3) soil and water conservation practices approved by the soil and water conservation district, after review by the Technical Evaluation Panel;~~

~~(5) (4) wetland impacts resulting from aquaculture activities, including pond excavation and construction and maintenance of associated access roads and dikes, authorized under, and conducted in accordance with, a permit issued by the United States Army Corps of Engineers under section 404 of the federal Clean Water Act, United States Code, title 33, section 1344, but not including construction or expansion of buildings;~~

~~(6) (5) wetland impacts resulting from wild rice production activities, including necessary diking and other activities, authorized under and conducted in accordance with a permit issued by the United States Army Corps of Engineers under section 404 of the federal Clean Water Act, United States Code, title 33, section 1344; or~~

~~(7) (6) agricultural activities on agricultural land that is subject to the swampbuster provisions of the federal farm program restrictions consistent with a memorandum of understanding and related agreements between the board and the United States Department of Agriculture, Natural Resources Conservation Service.~~

**Effect of Change:** Eliminates the exemption from WCA replacement requirements for activities that impact wetlands on agricultural land that is cropped 8 of the last 10 years, and on pasture land meeting certain wetland type and acreage requirements. Establishes an exemption for impacts to prior-converted cropland as labeled by the USDA Natural Resources Conservation Service (NRCS) and for impacts resulting from drainage maintenance activities on areas labeled by the NRCS as farmed wetland, farmed-wetland pasture, and wetland. Changes to items 4 and 5 clarify that only those wetland impacts authorized under a U.S. Army Corps of Engineers permit are exempt.

**Sec. 80. Minnesota Statutes 2022, section 103G.2241, subdivision 2, is amended to read:**

Subd. 2. **Drainage.** (a) For the purposes of this subdivision, "public drainage system" means a drainage system as defined in section 103E.005, subdivision 12, and any ditch or tile lawfully connected to the drainage system.

(b) A replacement plan is not required for draining of type 1 wetlands, or up to five acres of type 2 or 6 wetlands, in an unincorporated area on land that has been assessed drainage benefits for a public drainage system, provided that:

(1) during the 20-year period that ended January 1, 1992:

(i) there was an expenditure made from the drainage system account for the public drainage system;

(ii) the public drainage system was repaired or maintained as approved by the drainage authority; or

(iii) no repair or maintenance of the public drainage system was required under section 103E.705, subdivision 1, as determined by the public drainage authority; and

(2) the wetlands are not drained for conversion to:

(i) platted lots;

(ii) planned unit, commercial, or industrial developments; or

(iii) any development with more than one residential unit per 40 acres, except for parcels subject to local zoning standards that allow for family members to establish an additional residence on the same 40 acres.

If wetlands drained under this paragraph are converted to uses prohibited under clause (2) during the ten-year period following drainage, the wetlands must be replaced under section 103G.222.

(c) A replacement plan is not required for draining or filling of wetlands, except for draining types 3, 4, and 5 wetlands that have been in existence for more than 25 years, resulting from maintenance and repair of existing public drainage systems.

(d) (a) A replacement plan is not required for draining or filling of wetlands, except for draining wetlands that have been in existence for more than 25 years, resulting from maintenance and repair of existing drainage systems ~~other than~~, including public drainage systems.

(e) A replacement plan is not required for draining agricultural land that:

(1) was planted with annually seeded crops before July 5, except for crops that are normally planted after that date, in eight out of the ten most recent years prior to the impact;

(2) was in a crop rotation seeding of pasture grass, cover crop, or legumes, or was fallow for a crop production purpose, in eight out of the ten most recent years prior to the impact; or

(3) was enrolled in a state or federal land conservation program and met the requirements of clause (1) or (2) before enrollment.

(f) The (b) A public drainage authority may, as part of the repair of a public drainage system, as defined in section 103E.005, subdivision 12, install control structures, realign the ditch, construct dikes along the ditch, or make other modifications as necessary to prevent the drainage of ~~the wetland~~ wetlands.

(g) ~~Wetlands of all types that would be drained as a part of a public drainage repair project are eligible for the permanent wetlands preserve under section 103F.516. The board shall give priority to acquisition of easements on types 3, 4, and 5 wetlands that have been in existence for more than 25 years on~~



public drainage systems and other wetlands that have the greatest risk of drainage from a public drainage repair project.

**Effect of Change:** Eliminates the drainage exemptions in subdivision 2, except for the drainage of wetlands that have existed for 25 years or less resulting from maintenance and repair of existing drainage systems. The amended exemption eliminates wetland type as a consideration for eligibility and applies to both public and private drainage systems. Paragraph (b) clarifies that certain activities associated with repairs completed by public drainage authorities only apply to public drainage systems as defined under 103E.005 Subdivision 12 – this information was previously located in the now deleted paragraph (a).

### **Sec. 81. Minnesota Statutes 2022, section 103G.2241, subdivision 6, is amended to read:**

Subd. 6. **Utilities; public works.** (a) A replacement plan for wetlands is not required for wetland impacts resulting from:

(1) new placement or maintenance, repair, enhancement, realignment, or replacement of existing utility or utility-type service, including pipelines, ~~if:~~ when wetland impacts are authorized under and conducted in accordance with a permit issued by the United States Army Corps of Engineers under section 404 of the federal Clean Water Act, United States Code, title 33, section 1344, and

(i) the direct and indirect impacts of the proposed project have been avoided and minimized to the extent possible; ~~and~~

~~(ii) the proposed project significantly modifies or alters less than one-half acre of wetlands;~~

(2) activities associated with operation, routine maintenance, or emergency repair of existing utilities and public work structures, including pipelines, provided the activities do not result in additional wetland intrusion or additional draining or filling of a wetland either wholly or partially; or

(3) repair and updating of existing subsurface sewage treatment systems necessary to comply with local, state, and federal regulations.

~~(b) For maintenance, repair, and replacement, the local government unit may issue a seasonal or annual exemption certification or the utility may proceed without local government unit certification if the utility is carrying out the work according to approved best management practices. Work of an emergency nature may proceed as necessary, and any drain or fill activities shall~~ must be addressed with the local government unit after the emergency work has been completed.

**Effect of Change:** Eliminates the acreage-based condition of the utilities exemption, and now subjects the exemption to a requirement that the wetland impacts be authorized by and conducted in accordance with a U.S. Army Corps of Engineers Section 404 permit. A local government unit can no longer issue a seasonal or annual exemption for a public utility as the exemption is now dependent on a Corps permit.

### **Sec. 82. Minnesota Statutes 2022, section 103G.2241, subdivision 9, is amended to read:**

Subd. 9. **De minimis.** (a) Except as provided in paragraphs (d), (e), (f), (g), (h), and (i), a replacement plan for wetlands is not required for ~~draining or filling~~ impacts to the following amounts of wetlands, excluding the

permanently and semipermanently flooded areas of wetlands, as part of a project outside of the shoreland wetland protection zone:

(1) ~~10,000 square feet of type 1, 2, 6, or 7 wetland, excluding white cedar and tamarack wetlands, one-quarter acre of wetland~~ in a greater than 80 percent area;

(2) ~~5,000 square feet of type 1, 2, 6, or 7 wetland, excluding white cedar and tamarack wetlands, one-tenth acre of wetland~~ in a 50 to 80 percent area, ~~except within the 11-county metropolitan area; or~~

(3) ~~2,000 square feet of type 1, 2, 6, or 7 wetland, excluding white cedar and tamarack wetlands, one-twentieth acre of wetland~~ in a less than 50 percent area, ~~except within the 11-county metropolitan area; or.~~

~~(4) 100 square feet of type 3, 4, 5, or 8 wetland or white cedar and tamarack wetland.~~

(b) Except as provided in paragraphs (e), (f), (g), (h), and (i), a replacement plan for wetlands is not required for ~~draining or filling the following amounts of~~ up to 100 square feet of impacts to wetlands as part of a project within the shoreland wetland protection zone beyond the shoreland building setback zone:.

~~(1) 400 square feet of type 1, 2, 6, or 7 wetland; or~~

~~(2) 100 square feet of type 3, 4, 5, or 8 wetland or white cedar and tamarack wetland.~~

~~In a greater than 80 percent area, the de minimis amount allowed under clause (1) may be increased up to 1,000 square feet if the wetland is isolated and is determined to have no direct surficial connection to the public water or if permanent water runoff retention or infiltration measures are established in proximity as approved by the shoreland management authority.~~

(c) Except as provided in paragraphs (e), (f), (g), (h), and (i), a replacement plan for wetlands is not required for ~~draining or filling up to 20 square feet of wetland impacts to wetlands~~ as part of a project within the shoreland building setback zone, as defined in the local shoreland management ordinance. The amount in this paragraph may be increased to 100 square feet if permanent water runoff retention or infiltration measures are established in proximity as approved by the shoreland management authority.

(d) Except as provided in paragraphs ~~(b)~~, (c), (e), (f), (g), (h), and (i), a replacement plan is not required for ~~draining or filling amounts up to 400 square feet of~~ impacts to the permanently and semipermanently flooded areas of wetlands as part of a project:.

~~(1) 2,500 square feet of type 1, 2, 6, or 7 wetland, excluding white cedar and tamarack wetlands, outside of the shoreland wetland protection zone in a 50 to 80 percent area within the 11-county metropolitan area; or~~

~~(2) 1,000 square feet of type 1, 2, or 6 wetland, outside of the shoreland wetland protection zone in a less than 50 percent area within the 11-county metropolitan area.~~

~~For purposes of this subdivision, the 11-county metropolitan area consists of the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright.~~

(e) The amounts listed in paragraphs (a), (b), ~~and (c)~~, and (d) may not be combined on a project.

(f) This exemption no longer applies to a landowner's portion of a wetland when the cumulative area drained or filled of the landowner's portion since January 1, 1992, is the greatest of:

~~(1) the applicable area listed in paragraph (a), (b), or (c), if the landowner owns the entire wetland;~~

~~(2) five percent of the landowner's portion of the wetland; or~~

~~(3) 400 square feet.~~

(f) When the total area of impacts to wetlands as part of a project exceeds the applicable amount in this subdivision, a replacement plan is required for the entire amount.

(g) This exemption may not be combined with another exemption in this section on a project.

(h) Property may not be divided to increase the amounts listed in paragraph (a), (b), (c), or (d).

(i) If a local ordinance or similar local control is more restrictive than this subdivision, the local standard applies.

**Effect of Change:** Thresholds based on wetland type (Circular 39) and thresholds specific to the 11-country metro area have been eliminated from the de minimis exemption. Thresholds are now based on presettlement area (<50, 50-80, >80), shoreland zone, shoreland building setback zone, and permanently/semi-permanently flooded water regimes. Statute now clarifies that if project wetland impacts exceed the applicable de minimis threshold, all wetland impacts require replacement. The exemption restrictions related to the landowner's portion of the wetland and the cumulative area drained/filled since 1992 have been eliminated. Additional restrictions have been added to statute to prevent increasing de minimis amounts by dividing property. The statute now refers to all wetland impacts as opposed to just impacts caused by draining and filling.

### **Sec. 83. Minnesota Statutes 2023 Supplement, section 103G.2242, subdivision 1, is amended to read:**

Subdivision 1. **Rules.** (a) The board, in consultation with the commissioner, shall adopt rules governing the approval of wetland value replacement plans under this section and public-waters-work permits affecting public waters wetlands under section 103G.245. These rules must address the criteria, procedure, timing, and location of acceptable replacement of wetland values and may address the state establishment and administration of a wetland banking program for public and private projects, including provisions for an in-lieu fee program; mitigating and banking other water and water-related resources; the administrative, monitoring, and enforcement procedures to be used; provisions that protect, or mitigate impacts to, intermittent and perennial watercourses upstream of public waters identified under section 103G.005, subdivision 15, paragraph (a), clause (9) or (10); and a procedure for the review and appeal of decisions under this section. In the case of peatlands, the replacement plan rules must consider the impact on carbon. Any in-lieu fee program established by the board must conform with Code of Federal Regulations, title 33, section 332.8, as amended.

(b) After the adoption of the rules, a replacement plan must be approved by a resolution of the governing body of the local government unit, consistent with the provisions of the rules or a comprehensive wetland protection and management plan approved under section 103G.2243.

(c) If the local government unit fails to apply the rules or fails to implement a local comprehensive wetland protection and management plan established under section 103G.2243, the government unit is subject to penalty as determined by the board.

(d) When making a determination under rules adopted pursuant to this subdivision on whether a rare natural community will be permanently adversely affected, consideration of measures to mitigate any adverse effect on the community must be considered.

**Effect of Change:** Authorizes BWSR to amend the WCA rules to regulate reaches of intermittent and perennial watercourses that are not identified as public waters. The regulation of these watercourse reaches does not become effective until BWSR develops and adopts specific rules related to their protection and mitigation.

**Sec. 84. Minnesota Statutes 2022, section 103G.2242, subdivision 2, is amended to read:**

Subd. 2. **Evaluation.** (a) Questions concerning the public value, location, size, or type of a wetland ~~shall~~ must be submitted to and determined by a Technical Evaluation Panel after an on-site inspection. The Technical Evaluation Panel ~~shall~~ must be composed of a technical professional employee of the board, a technical professional employee of the local soil and water conservation district or districts, a technical professional with expertise in water resources management appointed by the local government unit, and a technical professional employee of the Department of Natural Resources for projects affecting public waters or wetlands adjacent to public waters.

(b) For wetland boundary determinations, the panel ~~shall~~ must use the ~~"United States Army Corps of Engineers Wetland Delineation Manual", United States Army Corps of Engineers (January 1987), including updates, supplementary guidance, and replacements, if any,".~~ For wetland type determinations, the panel must also use *Wetlands of the United States*" (United States Fish and Wildlife Service Circular 39, (1971 edition); *Classification of Wetlands and Deepwater Habitats of the United States*" (1979 edition); *Classification of Wetlands and Deepwater Habitats of the United States*, United States Fish and Wildlife Service (August 2013 edition); or *A Hydrogeomorphic Classification for Wetlands*, United States Army Corps of Engineers (August 1993), according to rules authorized under this part and including updates, supplementary guidance, and replacements, if any, for any of these publications.

**Effect of Change:** The edits update references to the Corps of Engineers wetland delineation manual and associated U.S. Fish and Wildlife Service wetland/deepwater habitat classification system. The statute now allows for the use of the HGM wetland classification system in wetland boundary/type determinations according to rules adopted by BWSR (WCA rules). The language also clarifies that future updates, supplements, and replacements of referenced documents can be used.

**Sec. 85. Minnesota Statutes 2022, section 103G.2242, subdivision 2a, is amended to read:**

Subd. 2a. **Wetland boundary or type determination.**

(c) The local government unit decision must be made in compliance with section 15.99. Within ten calendar days of the decision, the local government unit decision must be mailed or sent by electronic transmission to the landowner, members of the Technical Evaluation Panel, the watershed district or watershed management organization, if one exists, and individual members of the public who request a copy. Notwithstanding section 15.99, subdivision 2, the board must establish by rule timelines for project review and comment for wetland banking projects.

**Effect of Change:** For wetland banking projects only, statute now directs BWSR to establish review and comment period timelines in WCA rule. These timelines will not take effect until formally adopted in rule. Once adopted, these review and comment period timelines for wetland banking projects would no longer be subject to Minnesota Statutes 15.99. This provision, however, does not apply to other WCA application types such as exemptions or replacement plans.

**Sec. 86. Minnesota Statutes 2022, section 103G.2242, subdivision 3, is amended to read:**

**Subd. 3. Replacement completion.**

(b) The board may establish, sponsor, or administer a wetland banking program, which may include provisions allowing monetary payment to the wetland banking program for impacts to wetlands. The board may acquire land in fee title, purchase or accept easements, enter into agreements, and purchase existing wetland replacement credits to facilitate the wetland banking program. The board may establish wetland credit and in-lieu fee payment amounts and hold money in an account in the special revenue fund, which is appropriated to the board to be used solely for establishing replacement wetlands and administering the wetland banking program.

**Effect of Change:** Clarifies BWSR's authority to develop, sponsor, and administer the wetland banking program, including an in-lieu fee program and/or the associated collection of payments. It also clarifies BWSR's ability to establish fee payment amounts and hold money associated with deposited wetland credits and in-lieu fee payments.

Questions regarding the statute changes included in this summary can be directed to any the following staff of the Minnesota Board of Water and Soil Resources:

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# Carver SWCD Monthly Report

August 2024

## **Mike Wanous – District Manager**

- Prepared for and participated in the Budget Hearing with Carver County on July 25
- Met with landowners on County Ditch #4 and County Ditch #5 to discuss potential clean-outs
- Review new WCA law changes that went into effect starting August 1
- Site visit with WMO staff regarding a WCA item in Hollywood Township
- Review some of the Redetermination of Benefits statements prior to being sent out to landowners
- Assist landowners with drainage issues as part of the Hwy 212 project
- Policy development for cost share and the new grants for soil health and CRP incentive
- Meetings – MCD mngr mtg, WMO CAC mtg, policy subcommittee mtg, MCWD field visit

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

- Accounting: Verified and paid regular monthly expenses. Completed August Treasurer’s Report, semi-monthly payroll and made liability payments. Prepare and import payroll ledgers into OnBase. Drill invoices sent to customers, follow up on overdue invoices. Reviewed draft audit from Peterson, sent a couple questions/comments back.
- Administrative: Completed minutes from the July meeting and updated the 2024 resolutions document. Put together August meeting packets, posted on website and mailed to Supervisors. Transferred the title for the 2017 Explorer, and updated our insurance schedule to add, and remove 2004 Truck.
- Education: just an FYI, Minnetonka High School placed 15<sup>th</sup> at the national Envirothon!
- Grants: charged staff time to various grants. Ran reports to invoice RPBCWD for technical assistance, and MCD for ETA. Updated grants in eLINK to spend funds.

## **Terry Meiller – Resource Conservationist**

- Watertown Bank Site: Additional tree removal/stump treatment for vegetation management leading up to compliance inspection.
- State Cost-share/EQIP: Meeting with NRCS staff and Engineering Tech to review existing EQIP designs and supporting documentation. Discuss and review concept plans for 2025 Alex Young project.
- Soil Health: Tech Assistance/Landowner meetings/Phone calls to discuss and review cover crop mixes and strategies. Contracts/Factsheets/RBA’s completed for August funding requests. Cost-share policy revisions, drafted and finalize updated payment structure for future contracts, etc.
- Misc: Misc. Site visits/NRCS assistance for CRP assistance. Brose wetland meeting with MCWD staff and landowner to present and discuss restoration options. 2 week family vaca.

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

- Conducted pollinator site visits (5 homeowners)
- Consulted with homeowners in RPBCWD on Stewardship Grant projects (4 homewoners)
- Reviewed RPBCWD Stewardship Grant applications (3 apps)
- Conducted site visits for Pollinator Project Closeouts (Radde, Savanna Oaks Park Chaska)
- Took time off for 4<sup>th</sup> and home repairs
- Had mid-year review with Mike
- Reviewed Spring Creek stabilization project in the City of Carver (90% plans)
- Attended BioChar research webcast

- Reviewed Minnewashta Landings planting for Taylor at DNR
- Met with landscaper to discuss issues with Prairie View Center Stewardship Grant proposal
- Assessed and came up with future plan for Jonathan Carver hillside tree planting with Tim (20% survival rate)
- Had discussion on changes to Stewardship Grant program with Liz and Eleanor
- Attended Lawns to Legumes coaches training

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

- Meetings/Plan Review:
  - Hazeltine (Chaska) plan review
  - Clean and Seal (Gotha) plan review
  - Luebke Mining Pits (Watertown Twp.) plan review
  - Carlson Bluffs (Chaska) plan review
  - Pre-construction meeting for TH 212 from NYA to Cologne
  - Carver Oaks Phase 3 (Carver) plan review
- Site inspections:
  - Winkler’s Crossing (Cologne) site inspection for ESC BMPs and topsoil respread
  - Chaska Public Safety Facility (Chaska) Site inspection for ESC BMP conditions
  - Timber Creek Development (Carver) site inspection for ESC BMP conditions
  - The Preserve (Carver) site inspection for ESC BMP conditions and topsoil respread
  - Oak Ridge Commons/Costco (Chaska) site inspections for dewatering BMPs
  - Sandy Shores (Waconia) site inspection for ESC BMPs
  - Fenview Flats Apartments (Chaska) site inspection for site stabilization
  - Gallery Apartments (Chaska) site inspection for site stabilization
  - Marsh Hollow (Victoria) site inspection ESC BMP conditions and stabilization
  - Oak Creek Development (Chaska) site inspection for ESC BMP conditions and topsoil respread
  - Waterford (Waconia) inspection for ESC BMP conditions
  - Orchard Park (Waconia) inspection for ESC BMP conditions and topsoil respread
  - The Fields (Waconia) inspection for ESC BMP conditions and topsoil respread
  - Woodland Creek 5<sup>th</sup> (Waconia) inspection for ESC BMP conditions and topsoil respread
  - Valley Paving 212Crushing (Dahlgren Twp. inspection for ESC BMP conditions

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

- CREP/RIM:
  - Hart- re-seeding plans for ditch and embankment that never germinated. USFWS provided a custom mower to assistance with overgrown areas.
  - Field visits after all the rain and flooding. Identifying potential fields for future projects.
  - WAHIBO Marsh – Joint BWSR and NRCS meeting reviewing the structure design and issue’s with plugging.
  - RIM Floodplains easement proposal
  - Brose Wetland Bank meeting
- Buffers: Roadside compliance checks. Updating buffcat with parcel changes.
- Misc: Great Plains Drill- Delivered and calibrated for several pasture re-seedings. Drill greasing, clean out and maintenance repairs. CD-5 water elevation survey. Cover Crop- taking phone calls and assistance while Terry was gone.

**Tyler Polster – District Technician**

- WCA:
  - Chaska: Reviewed replacement plan application for Golf course expansion project, with TEP meeting to follow. Reviewed application for development of agricultural land into new subdivision and school.
  - Chanhassen: Potential new violation being investigated on land adjacent to current, open violation. TEP meeting planned for 8/15. TEP meeting to discuss an application to split a larger lot into smaller ones with significant wetland impacts.
  - WMO: Monitoring approved ditch cleanout project south of Cologne. So far, equipment has been mobilized with only tree removal occurring.
  - Carver: Reviewed application and plan for streambank stabilization project in downtown Carver.
  - Misc.: 8/1/24, statute changes went into effect for WCA. Changes occurred throughout the entirety of rule 8420. Biggest changes are in the exemption standards. Attended multiple trainings and webinars regarding the explanation of the changes and what to expect.
- Tree Health: Multiple site visits to homeowners to look at oak trees, specifically Bur Oak. None of the site visits appeared to be oak wilt based on symptoms. Likely just extreme tree stress with the wetness of the early summer.
- Other: Assisted Seth in supervision of Conservation Corps crew as they did maintenance work on some pollinator gardens/projects.