

Carver County Office / Minnesota

1103 Gruenhagen Drive

Glencoe, MN 55336

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(320) 864-5177

TO: Carver County Soil and Water Conservation District Board

FROM: Jennifer King, County Executive Director

SUBJECT: August 2025 Board Meeting

Old Business (** Indicates update to an old business item)

Conservation Reserve Program (CRP)

- Second batch period for continuous CRP signup 63 offers submitted between June 6 – July 18, 2025.

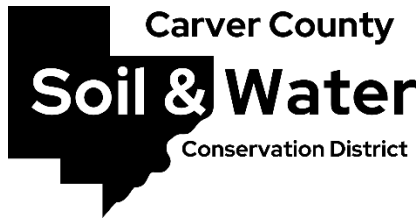
2023/2024 Supplemental Disaster Assistance

- The American Relief Act of 2025 signed into law on Dec. 21, 2024, provided funds toward disaster recovery assistance.
 - Emergency Commodities Assistance Program (ECAP)
 - Signup open now through August 15, 2025.
 - Applications will be pre-filled with 2024 certified acreage for eligible commodities.
 - Emergency Livestock Relief Program (ELRP) for Flooding
 - Provide assistance for losses due to flooding, currently requires more time due to software changes.
 - *Target sign-up date of August 18, 2025*
 - Supplemental Disaster Relief Program
 - Provide assistance to producers for necessary expenses due to losses of revenue, quality or productions of crops due to weather related events in 2023 and 2024.
 - ****Signup open now, for indemnified losses**
 - *Target sign-up date of September 15, 2025, for uncovered losses*

New Business

County Committee Meeting

- August 19th at 9:00AM is the next McLeod-Carver County Committee Meeting (COC). Regular session is open to the public (0:15 – 0:30).



11360 Highway 212 STE 6
Cologne, MN 55322

(952) 466-5230 | carverswcd.org

Carver SWCD Board Meeting Minutes – July 17, 2025

Held in conference room 3 at the Carver County Public Works facility in Cologne, MN

Board Members Present:

Chair, Mark Zabel
Vice Chair, Marcus Zbinden
Secretary/Treasurer, Jeffrey Sons
Member, Michael Lynch

Others Present:

Farm Service Agency Director, Jennifer King
NRCS Soil Conservation Technician, Cindy Hoffmann
Carver County Public Services Deputy Director, Paul Moline

SWCD Staff Present:

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

1. Call to Order.

Chair Zabel called the meeting to order at 8:00 a.m.

2. Public Comments – None.

3. Agenda Review and Adoption.

Resolution 031-2025: Lynch moved, Sons seconded, to approve the July 17, 2025, Board Meeting Agenda as presented. Roll call vote: Lynch-aye; Sons-aye; Zabel-aye; Zbinden-aye. Motion carried.

4. Agency Reports

- a. FSA report – Jennifer reported that all the Carver County CRP offers in batch one have been accepted. The second batching period deadline is tomorrow, July 18. The nomination deadline for the COC committee is August 1. FSA staff are still working on the supplemental disaster assistance programs. They haven't received direction for the flooding disasters for the livestock emergency program. The supplemental disaster relief program has a September 15 start date.
- b. NRCS report – Cindy reported all the 2025 EQIP preapprovals have been processed. They are currently accepting 2026 EQIP applications, with a deadline of August 1. The ranking deadline will mostly likely be in mid-December. The new NRCS team boundaries went into effect on July 14. Jake Stitch is the new NRCS team lead for McLeod, Meeker, Sibley, Carver and Scott counties. Mike Hemmen, the engineering technician from Glencoe, will now be working on Carver County's. Cindy also reported she will be attending a Renewing the Countryside event on August 6 at Ridges at Sand Creek in Jordan.
- c. Carver County Report – Paul reported the preliminary budget increase for the SWCD is 4.3%. However, he is anticipating a decrease in that amount, which won't be known until after the County Board's work session at the end of August. The WMO's preliminary increase is a 6.6% increase, which he also feels may decrease.

The Lower Minnesota River Watershed District has a new watershed administrator. They are planning on giving a presentation to the County Board soon. Paul also reported some County lakes have had blue-green algae outbreaks in the past couple weeks. Carver County will be receiving a Green Corps member in October, who's job duties will be working on native plants. He also reported the Carver County fair will be held August 6-10, Madeline is focusing on native plantings for this year's booth. The Carver WMO committee will meet on July 29.

5. Consent Agenda Items

Resolution 032-2025: Zbinden moved, Lynch seconded to approve the following consent agenda items:

- a. Approval of June 26, 2025, Board Meeting Minutes
- b. Acceptance of the June 2025 Treasurer's Report

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

6. Regular Agenda Items

- a. The Carver Supervisor District 1 Vacancy was advertised on the Carver County Local News online edition. Mike reported that three interested candidates have submitted letters of interest to be considered for the position. The Board discussed the candidates, and if any further interviews should be conducted.

Resolution 033-2025: Zbinden moved, Lynch seconded to appoint Karli Wittner to the vacant District 1 Supervisor position. Roll call vote: Lynch-aye; Sons-aye; Zabel-aye; Zbinden-aye. Motion carried.

- b. MASWCD is hosting a governance workshop September 10-11 in St. Cloud. August 22 is the deadline for registration. If anyone is interested in attending, they should let the staff know by the August Board meeting for registration purposes.
- c. MASWCD is accepting nominations for their annual awards program. Applications are being accepted through September 5.
- d. One new pollinator application has been received, and three landowners have requested reimbursements for their cost-share project installations. Seth explained Jim Walker's application, that is in a new development in Carver. He plans to remove 625 square feet of sod in his backyard and replace it with a native habitat that will include plugs.

Resolution 034-2025 – Zbinden moved, Sons seconded to approve Jim Walker pollinator application for 625 square feet, with a maximum payment of \$902 that is approximately 75% of the project cost. Roll call vote: Lynch-aye; Sons-aye; Zabel-aye; Zbinden-aye. Motion carried.

Seth presented the three payment approval requests at this time. Jonna and Eric Bartusch contracted with the Mustard Seed Landscaping to create their 280 square foot pollinator habitat in their backyard. They have requested the maxim cost-share amount of \$560, or \$2 per square foot.

Lucas Radde increased a pollinator habitat around an existing beehive and solar panel. He installed a total of 18,033 square feet of native habitat and is requesting a cost-share reimbursement of \$991.79, which is 75% of his total cost, \$1,332.39.

The City of Chaska completed a Savanna restoration with a pollinator habitat on 9 acres. Seth explained before the restoration, this was an old growth oak forest with a thick invasive understory. Goats were used to clean up the buckthorn, and the City will continue to monitor and spray the invasives as needed. The total cost of the project was \$10,087, and they are requesting \$5,000 in cost-share assistance, in accordance with their contract, and the SWCD program maximum.

Resolution 035-2025: Lynch moved, Sons seconded to approve a total of \$6,551.79 in pollinator cost-share reimbursement payments for the following projects:

- 1) Jonna and Eric Bartusch, 280 square feet, cost-share payment of \$560
 - 2) Lucas Radde, 18,033 square feet, cost-share payment of \$991.79
 - 3) City of Chaska Savanna Oaks Restoration, 9 acres, cost share payment of \$5,000.
- Roll call vote: Lynch-aye; Sons-aye; Zabel-aye; Zbinden-aye. Motion carried.

- e. The Board reviewed the strategic planning session, that was held after last month's Board meeting. Zabel asked if there was a schedule to conduct sub watershed assessments (SWA's) in Carver County. Mike reported we have only done them when BWSR had grants available for funding projects. It would be a good winter project for staff, not during the busy construction season. Soil health was also discussed, and how that program could be worked in with the SWA's.

Cross training of various staff members was also discussed in the planning session, as well as terrestrial (insects) invasive species, and how to protect gravel pits as a resource within the County. The consensus of the Board was that these strategic planning sessions should be more frequent. Zabel suggested adding the topic to the May 2026 SWCD Board Agenda.

7. SWCD Board Committee & SWCD Staff Monthly Reports

- a. Personnel Committee (Zabel, Zbinden) – informal mid-reviews have been conducted.
- b. Metro Conservation District's (MCD) Committee (Zbinden; Lynch alt.) – the next Board meeting will be in August.
- c. Education & Outreach Committee (Sons, Lynch) – has not met.
- d. Budget Committee (Sons, Zbinden) – starting to put together the draft 2026 budget.
- e. WMO Advisory Committee (Zbinden; Sons alt.) – the next meeting is July 29.
- f. South Fork Crow River 1W1P (Zabel; Lynch alt.) – no meeting until 2026.
- g. The SWCD staff monthly progress report was presented and discussed.

8. Board of Supervisors Announcements

- a. Upcoming meetings/events:
 - August 21 – SWCD Board meeting 8:00 a.m.
 - September 1 – Labor Day, SWCD office closed
 - September 18 – SWCD Board meeting 8:00 a.m.

9. Adjourn

Resolution 036-2025: Zbinden moved, Sons seconded to adjourn the meeting at 9:09 a.m. Roll call vote: Lynch-aye; Sons-aye; Zabel-aye; Zbinden-aye. Motion carried.

Next Board Meeting: Thursday, August 21, 2025, at 8:00 AM
Location: Public Works Headquarters, Conference Room 1
11360 Highway 212, Cologne, MN 55322

Approved: _____ Date signed: August 21, 2025

Secretary/Treasurer

Carver Soil & Water Conservation District

Treasurer's Report

As of July 31, 2025

Date	Num	Name	Memo	Debit	Credit	Balance
1000 Checking-Security Bank						16,032.48
07/08/2025	3783	NCPERS Group Life Ins.	910300-072025		16.00	16,016.48
07/08/2025	3784	Elan Financial Services	1335		1,108.16	14,908.32
07/08/2025	3785	HSA Bank	#W635206 June Fees		10.00	14,898.32
07/10/2025			Funds Transfer-476622092	45,000.00		59,898.32
07/10/2025	3787	Carver County	PW-7104		255.83	59,642.49
07/10/2025	3786	MASWCD Area IV	Area IV Meeting Registration		120.00	59,522.49
07/14/2025		QuickBooks Payroll Service	Created by Payroll Service on 07/07/2025		15,869.96	43,652.53
07/15/2025	DD1170	Brockoff, Felicia L.	Direct Deposit	0.00		43,652.53
07/15/2025	DD1171	Datres, Benjamin R.	Direct Deposit	0.00		43,652.53
07/15/2025	DD1172	Genelin, Thomas M.	Direct Deposit	0.00		43,652.53
07/15/2025	DD1173	Meiller, Terry J.	Direct Deposit	0.00		43,652.53
07/15/2025	DD1174	Polster, Tyler J.	Direct Deposit	0.00		43,652.53
07/15/2025	DD1175	Ristow, Seth E.	Direct Deposit	0.00		43,652.53
07/15/2025	DD1176	Wanous, Richard M.	Direct Deposit	0.00		43,652.53
07/15/2025	EFT-833	HSA Bank	41-1385530		1,669.00	41,983.53
07/15/2025	EFT-834	Minnesota Revenue	7694248		1,035.00	40,948.53
07/15/2025	EFT-835	PERA	9103-00		3,576.42	37,372.11
07/15/2025	EFT-836	US Treasury IRS	41-1385530		5,685.86	31,686.25
07/16/2025	EFT-837	MSRS	Employee Elective 07/15/2025		1,229.00	30,457.25
07/21/2025	3790	Carver County	July Insurance Premium		13,267.55	17,189.70
07/21/2025	3788	Chaska, City of	Savanna Oaks Pollinator Habitat		5,000.00	12,189.70
07/21/2025	3789	Cost-Share Payments	Radde Pollinator		991.79	11,197.91
07/28/2025			Funds Transfer-478690838	45,000.00		56,197.91
07/30/2025		QuickBooks Payroll Service	Created by Payroll Service on 07/22/2025		16,185.07	40,012.84
07/30/2025			Deposit - Drill Rental	162.56		40,175.40
07/31/2025	DD1177	Brockoff, Felicia L.	Direct Deposit	0.00		40,175.40
07/31/2025	DD1178	Datres, Benjamin R.	Direct Deposit	0.00		40,175.40
07/31/2025	DD1179	Genelin, Thomas M.	Direct Deposit	0.00		40,175.40
07/31/2025	DD1180	Meiller, Terry J.	Direct Deposit	0.00		40,175.40
07/31/2025	DD1181	Polster, Tyler J.	Direct Deposit	0.00		40,175.40
07/31/2025	DD1182	Ristow, Seth E.	Direct Deposit	0.00		40,175.40
07/31/2025	DD1183	Wanous, Richard M.	Direct Deposit	0.00		40,175.40
07/31/2025	EFT-838	HSA Bank	41-1385530		1,669.00	38,506.40
07/31/2025	EFT-839	Minnesota Revenue	7694248		1,035.00	37,471.40
07/31/2025	EFT-840	MSRS	Employee Elective 07/31/2025		1,229.00	36,242.40
07/31/2025	EFT-842	US Treasury IRS	41-1385530		5,685.82	30,556.58
07/31/2025	EFT-841	PERA	9103-00		3,576.42	26,980.16
07/31/2025			Interest	0.55		26,980.71
Total 1000 Checking-Security Bank				90,163.11	79,214.88	26,980.71
1100 Savings-Security Bank						208,897.63
07/10/2025			Funds Transfer-476622092		45,000.00	163,897.63
07/11/2025			Deposit - Third Quarter Allocation	143,415.50		307,313.13
07/14/2025	2025-16		CD *096 cashed in to Savings	55,669.30		362,982.43
07/18/2025			Deposit - SWCD Aid	66,552.62		429,535.05
07/28/2025			Funds Transfer-478690838		45,000.00	384,535.05
07/31/2025			Interest	393.20		384,928.25
Total 1100 Savings-Security Bank				266,030.62	90,000.00	384,928.25
1110 Member Savings-SouthPoint						10.30
Total 1110 Member Savings-SouthPoint						10.30
1150 Savings Citizens NYA						81,955.42
07/31/2025			Interest	97.67		82,053.09
Total 1150 Savings Citizens NYA				97.67	0.00	82,053.09
1200 Investments CD's						532,238.61
12.SB&T*096 (4.29%-07/13/25)						54,509.68
07/14/2025	2025-16		CD *096 cashed in to Savings		54,509.68	0.00
Total 12.SB&T*096 (4.29%-07/13/25)				0.00	54,509.68	0.00
12.SB&T*254 (4.25%-08/07/25)						157,522.65
Total 12.SB&T*254 (4.25%-08/07/25)						157,522.65
12.ONB*968 (4.3%-09/03/25)						109,280.47

Carver Soil & Water Conservation District

Treasurer's Report

As of July 31, 2025

Date	Num	Name	Memo	Debit	Credit	Balance
		Total 12.ONB*968 (4.3%-09/03/25)				109,280.47
		12.SB&T*939 (3.9%-11/23/25)				100,000.00
		Total 12.SB&T*939 (3.9%-11/23/25)				100,000.00
		12.SPFCU*024 (4.0%-03/15/26)				110,925.81
		Total 12.SPFCU*024 (4.0%-03/15/26)				110,925.81
		Total 1200 Investments CD's		0.00	54,509.68	477,728.93
TOTAL				356,291.40	223,724.56	971,701.28



11360 Highway 212 STE 6
Cologne, MN 55322

Phone: (952) 466-5230 | carverswcd.org

Treasurer's Monthly Report Program Summary - July 2025

	Cash Balance <u>6/30/2025</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash Balance <u>7/31/2025</u>
<u>Funds</u>				
BWSR CRP Incentive Grant	\$20,000.00			\$20,000.00
BWSR Buffer Implementation	\$12,158.92			\$12,158.92
BWSR Conservation Delivery	\$0.00			\$0.00
BWSR District Capacity	\$47,995.00		\$5,991.79	\$42,003.21
BWSR Soil Health Cost-Share	\$0.00			\$0.00
BWSR State Cost Share	\$36,814.43			\$36,814.43
BWSR WBIF (Waconia & Eagle)	\$5,393.15			\$5,393.15
SWCD Operating Funds	\$607,750.94	\$211,781.72	\$73,223.09	\$746,309.57
District Escrow	\$109,022.00			\$109,022.00
TOTAL	<u>\$839,134.44</u>	<u>\$211,781.72</u>	<u>\$79,214.88</u>	<u>\$971,701.28</u>

<u>Use of Cash</u>				
1000 Checking Security Bank	\$16,032.48	\$90,163.11	\$79,214.88	\$26,980.71
1100 Savings-Security Bank	\$208,897.63	\$266,030.62	\$90,000.00	\$384,928.25
1110 Savings-South Point CU	\$10.30			\$10.30
1150 Savings-Citizens NYA	\$81,955.42	\$97.67		\$82,053.09
1200 Investments CD's	\$532,238.61		\$54,509.68	\$477,728.93
TOTAL	<u>\$839,134.44</u>	<u>\$356,291.40</u>	<u>\$223,724.56</u>	<u>\$971,701.28</u>

Carver SWCD Board Treasurer

8/21/2025

Date

Carver Soil & Water Conservation District
Balance Sheet
As of July 31, 2025

	<u>Jul 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 Checking-Security Bank	26,980.71
1100 Savings-Security Bank	384,928.25
1110 Member Savings-SouthPoint	10.30
1150 Savings Citizens NYA	82,053.09
1200 Investments CD's	
12.SB&T*254 (4.25%-08/07/25)	157,522.65
12.ONB*968 (4.3%-09/03/25)	109,280.47
12.SB&T*939 (3.9%-11/23/25)	100,000.00
12.SPFCU*024 (4.0%-03/15/26)	110,925.81
Total 1200 Investments CD's	<u>477,728.93</u>
Total Checking/Savings	971,701.28
Accounts Receivable	
1300 Accounts Receivable	<u>20,684.72</u>
Total Accounts Receivable	<u>20,684.72</u>
Total Current Assets	<u>992,386.00</u>
TOTAL ASSETS	<u>992,386.00</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2300 Sales Tax Payable	11.20
2400 Unearned-Deferred Revenue	
2402 Buffer Implementation	12,158.92
2405 Cost-Share	36,814.43
2409 CRP Incentive P25-0452	20,000.00
2406 District Capacity Funds	42,003.21
2408 WBIF Grants	5,393.15
Total 2400 Unearned-Deferred Revenue	<u>116,369.71</u>
Total Other Current Liabilities	<u>116,380.91</u>
Total Current Liabilities	<u>116,380.91</u>
Total Liabilities	116,380.91
Equity	
3000 FUND BALANCE	847,382.08
Net Income	<u>28,623.01</u>
Total Equity	<u>876,005.09</u>
TOTAL LIABILITIES & EQUITY	<u>992,386.00</u>

3:00 PM

Carver Soil & Water Conservation District

08/07/25

Profit & Loss Budget vs. Actual

Accrual Basis

January through July 2025

	Jan - Jul 25	Budget	\$ Over Budget	% of Budget
Income				
4000 Intergovernmental County	430,246.50	601,081.00	-170,834.50	71.6%
4100 Intergovernmental Local				
4110 Cities, WD, LGU Revenue	0.00	12,500.00	-12,500.00	0.0%
4120 MCD, MACD Revenue	35,285.72	35,000.00	285.72	100.8%
Total 4100 Intergovernmental Local	35,285.72	47,500.00	-12,214.28	74.3%
4200 Intergovernmental State				
4202 Buffer Implementation	17,379.79			
4205 Cost-Share	14,242.47			
4206 District Capacity Funds	11,477.83			
4208 Easement Reimbursements	4,150.00			
4207 Soil Health C/S	8,000.00			
4212 SWCD Aid	66,552.62	133,000.00	-66,447.38	50.0%
4211 WBIF Grants	0.00	230,000.00	-230,000.00	0.0%
Total 4200 Intergovernmental State	121,802.71	363,000.00	-241,197.29	33.6%
4300 Charges for Services				
4320 Great Plains Drill Rental				
4320.1 Tax Exempt Drill Rent	2,154.00			
4320 Great Plains Drill Rental - Other	1,030.00	7,500.00	-6,470.00	13.7%
Total 4320 Great Plains Drill Rental	3,184.00	7,500.00	-4,316.00	42.5%
4330 Tree & Native Seed Sales				
4300. Tree Sales-Tax Exempt	1,440.00			
4330 Tree & Native Seed Sales - Other	20,948.51	27,000.00	-6,051.49	77.6%
Total 4330 Tree & Native Seed Sales	22,388.51	27,000.00	-4,611.49	82.9%
Total 4300 Charges for Services	25,572.51	34,500.00	-8,927.49	74.1%
4400 Interest Earnings	10,233.01	17,500.00	-7,266.99	58.5%
4500 Miscellaneous Revenues	28.50	7,500.00	-7,471.50	0.4%
Total Income	623,168.95	1,071,081.00	-447,912.05	58.2%
Expense				
5000 District Operations				
5100 Personnel Services				
5101 Payroll Expenses	371,354.13	621,222.00	-249,867.87	59.8%
5102 Payroll Fees	635.75	1,000.00	-364.25	63.6%
5103 SWCD - FICA/Medicare	26,226.88	47,523.00	-21,296.12	55.2%
5104 SWCD - Insurance Ben.	70,576.23	150,000.00	-79,423.77	47.1%
5105 SWCD - PERA & DCP	27,091.30	46,592.00	-19,500.70	58.1%
5106 MN Paid Leave Law	0.00	7,455.00	-7,455.00	0.0%
Total 5100 Personnel Services	495,884.29	873,792.00	-377,907.71	56.8%
5200 Other Services & Charges				
5201 Dues	7,931.37	9,000.00	-1,068.63	88.1%
5202 Education & Promotion	145.67	2,500.00	-2,354.33	5.8%
5203 Employee Expense	1,245.58	3,500.00	-2,254.42	35.6%
5204 Equipment Repairs	0.00	1,000.00	-1,000.00	0.0%
5205 MCIT Insurance Coverage	14,102.00	14,000.00	102.00	100.7%
5206 Mileage	558.60	2,000.00	-1,441.40	27.9%
5207 Office Operations/Misc.	4,831.86	7,500.00	-2,668.14	64.4%
5208 Professional Services	0.00	5,000.00	-5,000.00	0.0%
5209 Supervisor Expenses	80.00	1,500.00	-1,420.00	5.3%

3:00 PM

08/07/25

Accrual Basis

Carver Soil & Water Conservation District**Profit & Loss Budget vs. Actual**

January through July 2025

	Jan - Jul 25	Budget	\$ Over Budget	% of Budget
5220 Vehicle/Equipment Expenses	3,431.41	6,000.00	-2,568.59	57.2%
Total 5200 Other Services & Charges	32,326.49	52,000.00	-19,673.51	62.2%
5300 Supplies - Office & Field	1,371.16	3,500.00	-2,128.84	39.2%
5400 Capital Outlay	10,970.06	20,000.00	-9,029.94	54.9%
Total 5000 District Operations	540,552.00	949,292.00	-408,740.00	56.9%
6000 Project Expenses				
6100 District Projects				
6113 ETA/Misc. MCD Reimb.	7,564.95			
6114 Tree Program Expenses	18,194.73			
Total 6100 District Projects	25,759.68			
6200 State Projects				
6207 Soil Health Cost-Share				
6207.01 Soil Health Incentive	8,000.00			
Total 6207 Soil Health Cost-Share	8,000.00			
6221 Cost-Share Projects	14,242.47			
6222 District Capacity				
6222.03 Pollinator Program	5,991.79			
Total 6222 District Capacity	5,991.79			
6200 State Projects - Other	0.00	71,789.00	-71,789.00	0.0%
Total 6200 State Projects	28,234.26	71,789.00	-43,554.74	39.3%
6000 Project Expenses - Other	0.00	50,000.00	-50,000.00	0.0%
Total 6000 Project Expenses	53,993.94	121,789.00	-67,795.06	44.3%
Total Expense	594,545.94	1,071,081.00	-476,535.06	55.5%
Net Income	28,623.01	0.00	28,623.01	100.0%

July 25, 2025

Peterson Company Ltd
570 Cherry Drive
Waconia, MN 55387

Dear Peterson Company Ltd:

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, 2024, 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 July 25, 2025:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 15, 2025, 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,⁸ 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 Finding

We have provided to you our view on the reported audit finding, conclusion, and recommendation, as well as a planned corrective action.

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.

Mike Wanous, District Manager

Mark Zabel, Board Chair



REQUEST FOR BOARD ACTION

Regular Agenda

Meeting Date: August 21, 2025

Prepared by: Mike Wanous

PURPOSE/ACTION REQUESTED:

Approve the District Manager to sign the Soil Health Practices Grant agreement with BWSR.

SUMMARY:

BWSR has the new Soil Health Practices grant agreement that is ready to be signed (with DocuSign). The Soil Health Practices Grant is part of the state/federal Regional Conservation Partnership Program (RCPP). A quick summary of the grant:

- Total grant = \$180,000
- Up to \$30,000 could be used for technical assistance
- \$150,000 for on the ground practices (soil health related)
- Must follow NRCS practice standards
- Grant expiration date: 12/31/2028
- If all funds are spent, can request an additional \$120,000

The SWCD policy for cover crops/soil health will need to be updated to match the requirements of this new grant agreement.

STAFF RECOMMENDATION:

Staff recommends approving the District Manager to sign the grant agreement using DocuSign.

EXPLANATION OF FISCAL/FTE IMPACT:

Included in the budget.

Supporting Documents:

Grant agreement

Previous Board Action:

None



**FY 2026 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
SOIL HEALTH PRACTICES GRANT PROGRAM
GRANT AGREEMENT**

Vendor:	0000192555
PO#:	3000018902

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 STE 6, Cologne MN 55322 (Grantee).

Grant ID	Grant Title	Awarded Amt
P26-0006	2026 - Soil Health Practices (Carver SWCD)	\$180,000.00

Total Grant Awarded: \$180,000.00

Recitals

1. The Laws of Minnesota 2023, Regular Session, Chapter 40 Article 2, Section 6(o) appropriated funds to the Board for the FY 2026 Soil Health Practices Grant Program.
2. The Board adopted Board Order #25-04 to authorize and allocate funds for the FY 2026 Soil Health Practices 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.

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, 2028 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: 10. Liability; 11. State Audits; 12. Data Confidentiality; 15. Governing Law, Jurisdiction, and Venue; 17. Data Disclosure; and 20. 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. The Grantee will submit an interim progress report by July 15 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2029, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.4. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.3. **Match:** The Grantee will provide minimum match required by Exhibit A.
- 2.4. **Website:** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

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, Board, and local laws, policies, procedures, 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. Grantee administrative costs must be necessary and reasonable. Grantee is required to account for staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

6. **Federal Funds.**

Portions of payments will be subawarded to the Grantee from U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) through the Regional Conservation Partnership Program, Assistance Listing Number 10.932 and Federal Award Identification Number 3053. The Grantee is responsible for its compliance with all applicable federal requirements for the program and federal award.

7. Contracting and Bidding Requirements.

- 7.1. **Municipalities**, as defined in [Subd. 1](#) of Minnesota Statutes § 471.345, are required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#) and the following sub-clauses:
 - 7.1.1. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
 - 7.1.2. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
 - 7.1.3. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 7.2. **Non-governmental organizations**, those that do not meet the definition of municipality in 7.1, are required to comply with the contracting and bidding requirements in the following sub-clauses:
 - 7.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
 - 7.2.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.
 - 7.2.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
 - 7.2.4. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - 7.2.4.1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - 7.2.4.2. [Metropolitan Council Underutilized Business Program](#)
 - 7.2.4.3. [Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory](#)
 - 7.2.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
 - 7.2.6. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
 - 7.2.7. Notwithstanding 7.2.1. – 7.2.4. above, the State may waive bidding process requirements when:
 - 7.2.7.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - 7.2.7.2. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
 - 7.2.8. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
 - 7.2.9. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

8. Assignment, Amendments, Work Plan Revisions, Waiver, and Contract Complete.

- 8.1. **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.
- 8.2. **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.
- 8.3. **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.
- 8.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9. Subcontracting and Subcontract Payment.

- 9.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 9.2. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.3. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 9.4. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.5. The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10. 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.

11. 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, the Attorney General, 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.

- 11.1. 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.

12. Data Confidentiality.

- 12.1. Activities performed under this grant may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- 12.2. The Grantee's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- 12.3. The Grantee agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- 12.4. The Grantee also agrees to comply with the Minnesota Government Data Practices Act (Minn. Stat. Ch 13).

13. 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.

14. Publicity and Endorsement.

- 14.1. **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.
- 14.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

15. 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.

16. Termination.

- 16.1. 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.
- 16.2. 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.
- 16.3. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.
- 16.4. The Board may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The Board is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.
- In the event of temporary lack of funding or appropriation, the Board may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The Board will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.
- The Board will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The Board must provide the Grantee notice of the lack of funding within a reasonable time of the Board's receiving notice.

17. 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.

18. 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.

19. 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.

20. Intellectual Property Rights.

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

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

Approved:

Carver SWCD

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Grant Program Requirements:**Soil Health Practices Grant****1. Match**

No match is required.

2. Grant Work Plan

A work plan shall be developed in eLINK and must be approved before execution of the grant agreement. The work plan needs to specify the total budgeted amount for both Financial Assistance and, if applicable, Technical Assistance/Engineering. Technical Assistance/Engineering activities must include a description of anticipated outcomes or accomplishments. Prior to work plan approval, a District Financial Assistance Policy and Ranking/Batching form must be uploaded into eLINK.

It is required that grantees budget conservation practice grant funds into eLINK as they are obligated, with a signed and approved contract in place. **A new activity must be created for each contract.** Lumping of multiple contracts under a grant activity will not provide the level of detail needed to satisfy federal reporting requirements. Workplans will be unlocked after grant execution and remain unlocked throughout the grant agreement period. The addition of each contract will provide BWSR the means to assess the level of funding obligation (contracts in-place) for additional grant funding requests.

3. Funding Distribution

Base Grant: Each eligible and participating grantee will receive an initial base grant of \$180,000, consisting of \$150,000 for Financial Assistance (Federal RCPP Funds) and up to \$30,000 for Technical Assistance/Engineering or Financial Assistance (Clean Water Funds).

Requesting Additional Grants: Grantees are eligible to request additional grants of \$120,000 on a monthly basis. Additional grants will be processed by BWSR on the last workday of every month. Additional grants are available to those that have obligated (in-contract) 80% of prior federal RCPP funds and is compliant with program guidelines. The additional grants will consist of \$100,000 for Financial Assistance (Federal RCPP Funds) and up to \$20,000 for Technical Assistance/Engineering or Financial Assistance (Clean Water Funds). Requests are limited to one grant per grantee per month. Additional grant requests submitted from April-June may not be processed until after July 1st, in accordance with BWSR financial procedures around the new state fiscal year. There is no limit to the number of additional grants a grantee can receive. These additional grant periods will continue until all program funds have been disbursed.

Payment Schedule: Each executed grant will be distributed in one advanced payment (100%) to the grantee.

4. Eligible Activities

Land management activities must be offered to eligible land occupiers on eligible lands for the implementation of soil health management systems and practices. All practices must be planned, designed, and implemented to Natural Resource Conservation Service (NRCS) standards.

Participating Individuals or entities must meet compliance checks for program eligibility under 7 CFR part 12 and part 1400, subpart F; compliance activities under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA) will be eligible for this program.

Land Uses

This program is limited to the following NRCS designated land uses: Crop, Forest, Range, Pasture, Farmstead, Other Rural Land, and Associated Agricultural Land.

Resource Concerns

Eligible practices must address, at minimum, one of the following resource concerns:

Resource Category	Resource Concern
Soil quality limitations	Subsidence
	Compaction
	Organic matter depletion
	Concentration of salts or other chemicals
	Soil organism habitat loss or degradation
	Aggregate instability
Field sediment, nutrient, and pathogen loss	Nutrients transported to surface water (P&N)
	Nutrients transported to ground water (P&N)
	Pathogens and chemicals from manure, biosolids or compost applications transported to surface waters
	Pathogens and chemicals from manure, biosolids or compost applications transported to groundwater
	Sediment transported to surface water (Erosion sources)
Source water depletion	Surface water depletion
	Inefficient irrigation water use
	Groundwater depletion

Eligible Practices

NRCS practice standards must be followed for the assessment, design, and certification of all practices listed in this section. If funding for direct, necessary, and approved supporting/facilitating practices falls within an eligible practice's maximum payment rate, then all such practices must adhere to NRCS specifications and standards.

- 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/strip till)
- Riparian Forest Buffer
- Silvopasture
- Tree/Shrub Establishment
- Windbreak/Shelterbelt Establishment and Renovation

Staff Expenses

Staff expenses are limited to Technical Assistance and Engineering and must fully support activities on eligible land, with eligible land occupiers, for eligible project activities. Staff expenses may not exceed \$30,000 for Base Grants and \$20,000 for each additional grant. **Technical Assistance and Engineering expenses must be tracked to individual contracts.**

Ineligible Activities

Funds may only be used for activities specified in the eligible practices list. Ineligible activities include, but are not limited to, project development, administration/coordination, and equipment purchases.

5. Project Batching & Ranking

It is a requirement of the Soil Health Practices Grant for the grantee to complete batching periods prior to contracting with land occupiers.

Batching periods may occur as frequently as once per month.

Ranking criteria must be developed and used to review every proposed project. At a minimum the following categories must be included:

- Proposed practice addresses an eligible program resource concern.
- Historically underserved producer: Determined through a self-certification form.
- First time practice implementor: Priority to those having limited experience with the proposed practice.
- Drinking water supply management areas (DWSMA).
- Sensitive ground water susceptibility regions outside of a DWSMA.
- High priority regions (Comprehensive Watershed Management Plan or other State Approved Plan)

In addition to the minimum requirements, grantees are encouraged to add other local priorities when developing their ranking criteria. Batching and Ranking criteria will be reviewed by NRCS to ensure criteria does not contain any discriminatory items.

6. Farm Bill Payment Eligibility

To ensure that both the land occupier and land are eligible for a Farm Bill payment an eligibility review must be conducted by SWCD staff.

Upon the obligation and approval of every practice contract, grantees must submit required documentation into SharePoint to allow NRCS to assist with payment eligibility determinations. NRCS will be completing random spot checks on SWCD eligibility reviews.

Within 30 days of disbursing funds to a land occupier, but after practice certification, the grantee must obtain a Producer Farm Data Report and Subsidiary print with Business report. The grantee needs to confirm that the land remains under the control of the contracted land occupier and that both the land occupier and the land have maintained eligibility for Farm Bill payments.

7. Native Vegetation

Projects that involve vegetation restoration or establishment must use native vegetation and seed and plant sources consistent with BWSR's Native Vegetation Establishment and Enhancement Guidelines, with the exceptions listed below. Use of plant species on the Minnesota [Noxious Weed List](#) is prohibited for all projects. Non-native species used for projects must not pose a risk to native plant communities. The maximum distance for sources of herbaceous species seed and plants is 200 miles; and for tree and shrubs seed and plants the distance is 300 miles.

Exceptions

- Non-native, non-invasive perennial crops, hay crops or forage crops may be used:
 - As part of a drinking water protection strategy in a vulnerable or highly vulnerable DWSMA as designated by the Department of Health or in a Township Well Testing high-priority area as determined by the Department of Agriculture;
 - In buffers, borders, grass waterways or other areas likely to be exposed to pesticides or part of agricultural production;
 - For soil stabilization, erosion prevention and carbon sequestration in an agricultural production setting;
- On fields that will be hayed, grazed or harvested.
- For the exemptions above, if the project area is under 20 acres in size, the exception may be approved by local conservation staff. If the project area is 20 acres or larger, or for any exceptions not listed here, grantees must request approval from the BWSR Grant Manager.
- Cover crops used to improve soil health and/or water quality are allowed without a maximum acreage limit.

- Temporary cover is allowed without a maximum acreage limit when needed to stabilize project sites prior to the construction of structural conservation practices.
- Cultivars of native species may be used in urban stormwater plantings if they accomplish similar or greater ecological functions, help achieve aesthetic goals and do not pose an invasive or other environmental risk.

8. Allowable and Unallowable Costs

Allowable costs are costs solely incurred through project activities that are directly related to and necessary for producing the project outcomes described in the work plan. Grantee is required to account for the staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

Unallowable costs include but are not limited to:

- Bad debts, monetary settlements and judgments, late payment fees, and investment management fees
- Donations, fundraising, sponsorships, and acknowledgements
- Entertainment, gifts, prizes, and decorations
- Alcohol
- Interest on loans not authorized under state statute
- Loans of BWSR grant funds
- Lobbying, lobbyists, and political contributions
- Merit awards and bonuses

9. Sub-agreements

Funds may be distributed to partner(s) through the use of sub-agreements. Activities identified in the sub-agreement must fit within the scope of the agreement between BWSR and the recipient and include requirements for fund distribution, implementation, and reporting.

10. Technical Quality Assurance

Practices and projects must meet the following requirements to ensure long-term public benefit:

- Technical Assistance Providers.** Ensure that identified technical assistance provider(s) have the appropriate Job Approval Authority, technical expertise, skills, and training to their assigned role(s). Technical Approval Authority is not an approved credential for this grant.
- Standards.** Ensure the use of appropriate NRCS practice standards for the identification of resource concerns, designs, and installations.
- Certification.** Certify that the project was installed according to applicable NRCS plans, specifications, and standards.
- Operation and Maintenance.** Ensure an appropriate NRCS operation and maintenance plan is implemented that identifies necessary activities and timing.
- Periodic Project Inspection.** Conduct periodic project inspections to confirm the operation and maintenance plan is being followed and the project has not been altered or removed (M.S. §103C.501, Subd. 7).

NRCS will conduct quality assurance spot checks on a minimum of 5% of all **completed** practices. These spot checks will occur after a payment has been made to the contracted individual or entity.

BWSR may contract with a third party to conduct quality assurance spot checks on up to 5-10% of all **designed** practices to ensure eligible activities were planned and follow NRCS practice requirements.

11. Project and Practice Assurances

A written agreement is required to ensure program requirements are met when installing projects and practices or providing financial assistance to a land occupier. Project and Practice Assurances must include technical and financial obligations and

requirements for the installation, operation, and maintenance of the practice or project, including a plan for failures or noncompliance.

12. Providing Financial Assistance to Land Occupiers

All BWSR funds used by a recipient to provide financial assistance to a landowner or land occupier requires adequate project assurances.

District Financial Assistance Policy

A local SWCD financial assistance policy must be referenced in the work plan and attached within eLINK. Financial Assistance Policies should describe local program information such as payment rates, contract terms, inspection schedules, and payment schedules.

Grantees may provide financial assistance to land occupiers for eligible activities up to the maximum program payment rates. Maximum program payment rates will be listed on the Soil Health Practices SharePoint site. Periodically the maximum payment rates may be reviewed upon a written grantee request. Such requests must include quantitative justifications for any requested increase to a payment rate.

If local financial assistance policies exceed program payment rates, non-federal funding sources can be used to cover the additional cost.

Flat rates or percentage of installation cost contracts may be used. However, program reporting must follow the structure and/or units outlined within the maximum program payment rates listed on SharePoint (exp. cover crops can be paid under single or multiple species rates and should be based on per/acre calculations). Percentage of installation cost must not exceed the maximum payment rates. Contracted payment rates and compensation provided to land occupiers, must be justifiable. Justification shall be based on clear and rational assessment of the services rendered, resources utilized, or value received. No payment should exceed the actual or reasonably estimated costs directly associated with the project or activity to prevent overpayment.

Prepayments for contracts are not allowed. Payments to the contracted land occupier can only occur after practices have been properly certified as complete based on NRCS standards. Partial contract payments will be allowed to account for contracts that contain multiple practices or that span multiple years.

Project Application and Agreements

Work completed prior to the signing of the agreement is not eligible.

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 NRCS expected life of the project; and may be required to include replacement provisions and pro-rated pollution effectiveness replacement.

Due to federal requirements, the following statements must be added to practice contracts:

- “This contract is contingent on maintaining eligibility for federal farm bill payments.” This will protect the grantee and BWSR in the instance a landowners eligibility changes during the contracted period.
- “The land occupier acknowledges they have received a copy of the historically underserved producer self-certification form.”
- “Allow the contracting SWCD, NRCS, the Board of Water and Soil Resources, or their authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract” This statement will allow for a third-party technical spot-check.

Contract numbers must follow the provided unique identification format:

County Code – Grant Number (1, 2, etc.) – Contract Number

Example: 14-1-1 (Clay SWCD – Base Grant – Contract 1)

Contract lengths cannot exceed December 31st, 2028.

File Documentation

Completed project files must contain, but are not limited to, the following completed documents:

- Certification of Identity/Authorization to Release Information to a Third Party Form
- Producer Farm Data Report
- Subsidiary Print with Business Report
- Completed Batching & Ranking Form (If applicable, include the Historically Underserved Self-Certification Form)
- Plan Map and As-Built
- Soils Map and map unit description
- Practice Design
 - Implementation Requirement (IR) Form, identifying resource concern(s)
 - Additional design requirements designated in practice standard
 - Operation and Maintenance Plans
 - Applicable Supporting Practice IR Forms and Designs
- CPA 52 – Environmental Evaluation, identifying resource concerns.
- CPA 6 – Conservation Notes
- CPA 48 - Cultural Resource Form (If applicable)
- Practice Contract
- Payment Voucher
- Supporting Documentation:
 - Quantities, Materials, Seed Tags, etc.
 - Applicable Invoices
 - Photos of implemented practices not required but strongly encouraged.

Conservation Practice Contract Noncompliance

Failure to complete, maintain, or repair a conservation practice or unauthorized alteration is considered non-compliance with an executed conservation practice agreement. If the organization discovers noncompliance, they must take action to resolve and notify BWSR.

13. Grant Management and Reporting

Grantee is required to report on the outcomes, activities, and accomplishments.

Grant reporting is a means to illustrate achievements and progress made towards program goals and to ensure accountability and transparency in the use of State funds. In general, reports are to contain updates on activities and expenditures that occurred since the previous report.

All land occupier data will be reported via a restricted access, grantee specific, SharePoint folder at the time of SWCD farm bill payment eligibility review and at time of financial assistance payment to the producer. It is the grantees responsibility to inform BWSR if an employee should no longer have access to SharePoint.

BWSR will use eLINK to report on grant progress, including expenditures, practice details, and mapping of practices.

Minnesota Statute §103B.3369, Subdivision 9 allows BWSR to consider additional performance-based criteria for grant programs and the Office of Grants Management's Policy on Grant Closeout Evaluation (08-13) requires BWSR to consider a grant applicant's past performance when awarding grants. BWSR may consider withholding grant payments if the grantee is not in compliance with all Board reporting requirements.



REQUEST FOR BOARD ACTION

Regular Agenda

Meeting Date: August 21, 2025

Prepared by: Mike Wanous & Terry Meiller

PURPOSE/ACTION REQUESTED:

Approve CRP Incentive Grant awards.

SUMMARY:

In 2024 the SWCD entered into a grant agreement with BWSR for distributing CRP incentives for eligible applicants. The SWCD Board also approved a policy for this grant. From the time the grant agreement was signed until early summer of this year, no new CRP contracts were being offered. In June, CRP offers were being accepted and we recently learned that all offers have been accepted by FSA.

Staff will review the CRP incentive grant policy and explain which CRP offers rank highest for the priority areas identified in the policy.

STAFF RECOMMENDATION:

Staff recommends that the Board review and approve the rankings and direct staff to develop contracts with the highest-ranking CRP offers.

EXPLANATION OF FISCAL/FTE IMPACT:

Included in the budget.

Supporting Documents:

CRP incentive document

Previous Board Action:

None

WMO portion of Carver County – see map on next page for priority waterbodies

- 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.

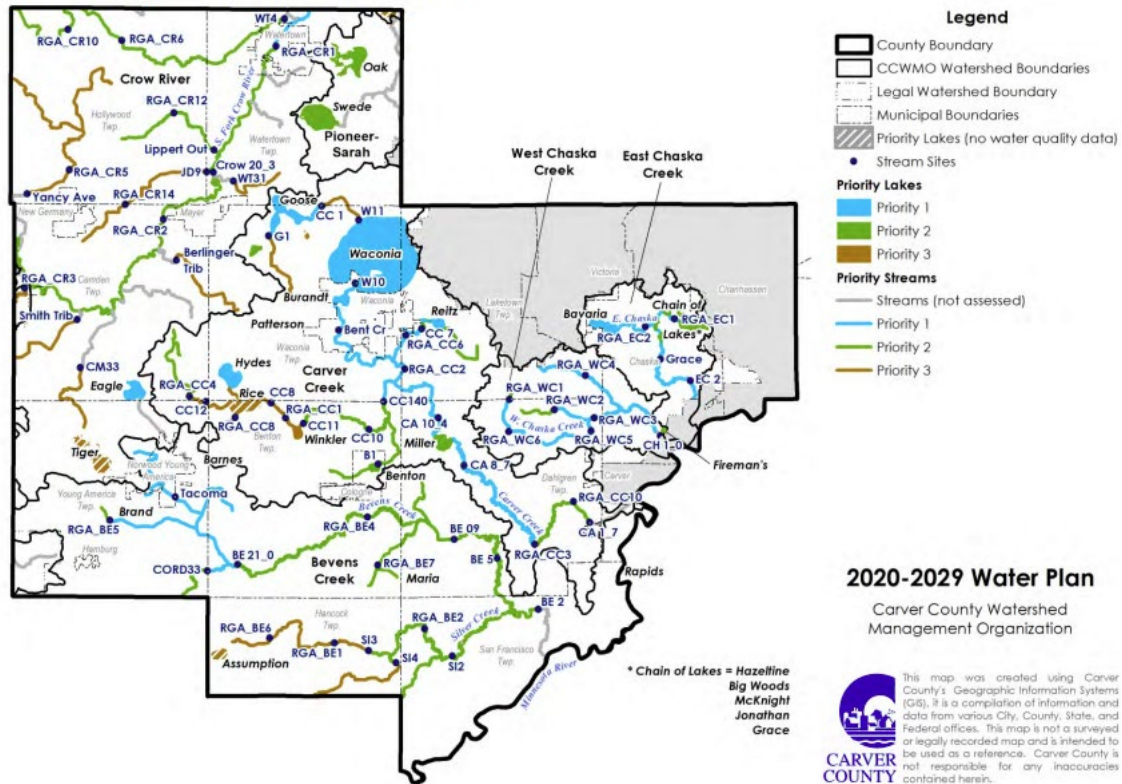
CROW watershed 1W1P grant language

1.1. Conservation Reserve Program Incentive

Eligible practices will include the Conservation Reserve Program. All practices must be consistent with USDA NRCS FOTG or be a professionally accepted engineered practice. Staff with the required JAA will have signing authority for the conservation plans and contracts. Landowners will be eligible for the incentive payment upon receipt of CRP 1 within 6 months of the approval date from the landowner. Incentives are only eligible for CRP contracts after the executed grant agreement. The JPCA may request 150% reimbursement of the incentive payment if landowner violates the terms of the approved CRP contract.

	Size	Payment rate
New Continuous CRP practices	10 acres minimum	\$500 per acre
Reenroll Continuous CRP Practices	30 acres minimum	\$250 per acre

Figure 5-1. Priority Waterbodies (Source: Carver County)





REQUEST FOR BOARD ACTION

Regular Agenda

Meeting Date: August 21, 2025

Prepared by: Felicia Brockoff

PURPOSE/ACTION REQUESTED:

Approve the Carver SWCD Data Practices Policy.

SUMMARY:

Minnesota Statutes, section 13.025 requires all government entities subject to the Data Practices Act to create policies about access to public data, as well as the rights of data subjects.

The SWCD does not currently have a specific data access policy. Staff has drafted a policy from the template provided by the Minnesota Department of Administration. This is the same template that Carver County uses for their policies.

STAFF RECOMMENDATION:

Approve the draft Carver SWCD Data Practices Policy included in the packet.

EXPLANATION OF FISCAL/FTE IMPACT:

\$0

Supporting Documents:

Draft policy included in packet

Previous Board Action:

None



Data Practices Policy: Requests for Public Data

Minnesota Statutes, sections 13.025 and 13.03 require this policy.

If your entity adopts this model policy, it must notify the Commissioner of Administration per Minnesota Statutes, section 13.073, subd. 6. Please use the notification information at the end of this model policy.

Your Right to See Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data means all recorded information a government entity has, including paper, email, electronic files, photographs, etc.

The law also says that Carver County Soil & Water Conservation District (SWCD) must keep all government data in a way that makes it easy for you to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Request Public Data

You can ask to look at (inspect) data at our office, or ask for copies of public data that we keep. Your written request for data can be mailed or emailed using the data request form on page 6. Please send these requests to:

Mike Wanous, District Manager
 Carver County Soil & Water Conservation District
 11360 Highway 212 STE 6, Cologne, MN 55322
 Email: mwanous@carvercountymn.gov

If you do not use the data request form on page 6, your request should:

- State you are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.

You are not required to identify yourself or explain the reason for your data request. However, you may need to provide us with some personal information for practical reasons (for example: if you want us to mail copies to you, you need to provide us with an address or P.O Box). If we do not understand your request and have no way to contact you, we cannot respond to your request.

How We Will Respond to Your Data Request

Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.
- If we have the data, but we are not allowed to give it to you (not public), we will notify you in writing as soon as reasonably possible and identify the law that prevents us from providing the data.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arrange a date, time, and place for you to inspect the data at our offices; or
 - You may choose to pick up your copies, or we will mail or email them to you. We will provide electronic copies (email) upon request, if we keep the data in that format and we can reasonably make a copy.
 - Response time may be impacted by the size and/or complexity of your request, and also by the number of requests you make in a given period of time.

Following our response, if you do not make arrangements within 15 calendar days to inspect the data, or pay for the copies, we will consider your request closed.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

We are also not required to respond to questions that are not about your data requests, or requests for government data.

Requests for Summary Data

Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data. The Carver County SWCD will prepare summary data if you make your request in writing and pre-pay for the cost of creating the data. Any costs incurred to prepare the summary data will be charged to the requestor.

You may use the data request form on page 6 to request summary data. We will respond to your request within ten business days with the data or details of when the data will be ready and how much we will charge you.

Data Practices Contacts

Responsible Authority

Carver County Soil & Water Conservation District (SWCD)
Attn: Mike Wanous, District Manager
11360 Highway 212 STE 6
Cologne, MN 55322

Email: mwanous@carvercountymn.gov

Phone: (952) 466-5230

As Responsible Authority, the District Manager orders the following individuals as data practices compliance official and designees.

Data Practices Compliance Official

Carver County Attorney's Office
Carver County Government Center
Attn: Jennifer Tichey, Data Practices Compliance Official
604 East Fourth Street, MN 55318

Email: ccprivacyofficer@carvercountymn.gov

Phone: (952) 361-1400

Copy Costs – When You Request Public Data



Minnesota Statutes, section 13.03, subdivision 3(c) allows us to charge for copies. Carver County SWCD requires prepayment before we release the data to you. Carver County SWCD reserves the right to waive fees.

For 100 or fewer paper copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

More than 100 paper copies or other copy formats – actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically sending the data.

In determining the actual cost of making copies, we include employee time, the cost of the materials onto which we are copying the data (i.e. paper, USB Blash/Thumb Drive etc.), and mailing or emailing costs (if any). If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

Carver County SWCD will charge the requestor the cost of employee time to search for data, retrieve data, make copies, and mailing or electronically transmitting (i.e. email) the copies of data. The cost for employee time will be calculated based on the wages/salary (may include benefits) of the lowest-paid SWCD employee who is qualified to complete the task.

Data Request Form – Requesting Public Data

Carver County Soil & Water Conservation District (SWCD)

Request date: _____

I am requesting access to data in the following way: ***Note:*** *Inspection is free, but Carver County SWCD charges for copies.*

☐ Inspection

☐ Copies

☐ Both inspection and copies

The data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use back of this form.

Contact information (optional)*

Name: _____

Phone number: _____

Email address: _____

Address: _____

* You do not have to provide any contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. We also need contact information if we do not understand your request. We will not work on your request until we can clarify it with you.

Carver County SWCD will respond to your request as soon as reasonably possible.

This is not part of the Policy, just a notice if we adopt this policy.

Notice of Adoption of Model Policies

[Minnesota Statutes, section 13.025, subdivisions 2 and 3](#), require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and [Minnesota Statutes, section 13.03, subdivision 2](#), requires entities to establish procedures so that data requests are complied with appropriately and promptly.

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

Carver County Soil & Water Conservation District (SWCD) has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies Carver County SWCD's obligation under Minnesota Statutes, section 13.073, subdivision 6.

Signed by: _____
Mark Zabel
Title: Carver County SWCD Board Chair
Date: August 21, 2025

**Government entities may submit this notification by mail or email:*

Commissioner of Administration
c/o Data Practices Office
200 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
info.dpo@state.mn.us



REQUEST FOR BOARD ACTION

Regular Agenda

Meeting Date: August 21, 2025

Prepared by: Mike Wanous & Felicia Brockoff

PURPOSE/ACTION REQUESTED:

Authorize staff to approve AgBMP revolving loan payments for County environmental services administered septic loans.

SUMMARY:

The AgBMP Loan Program is a water quality program that provides low-interest loans to farmers and rural landowners. The purpose is to encourage agricultural Best Management Practices that prevent or reduce runoff from feedlots, farm fields, and other pollution problems identified by the county in local water plans.

The loan program is administered by the MN Dep. Of Agriculture (MDA) in cooperation with local government units and private lenders. The low interest loans can be issued to solve water quality problems, including failing septic systems. The LGU approves the practice and MDA and the private lenders borrow the funds to the applicant.

Staff will explain the two accounts with Environmental Services and the SWCD, and how the program can be used to help fund fixing failing septic systems.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize staff to approve the septic loan applications within the AgBMP framework.

EXPLANATION OF FISCAL/FTE IMPACT:

No impact to the budget

Supporting Documents:

None

Previous Board Action:

None

From: michele.asmussen@maswcd.org
To: michele.asmussen@maswcd.org
Subject: MASWCD Award Applications accepted now through September 5
Date: Friday, June 27, 2025 9:31:02 AM
Attachments: [image001.png](#)

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

To all SWCD Supervisors and Employees:



**2025 MASWCD Award Applications -
*accepted now through September 5***

The 2025 MASWCD Award Application period is open!

Applications will be accepted through **September 5, 2025**. Award winners will be recognized at the [MASWCD Annual Convention](#), **December 1-3, 2025**, at the **Double Tree by Hilton, Bloomington-Minneapolis South**.

Nomination forms are posted on the MASWCD website [Award Programs](#) page for the following award categories:

- **MASWCD Outstanding Conservationist Award**, with support from The Farmer magazine - [.docx](#)
- **MASWCD/MPCA Community Conservationist Award** - [.docx](#)

- **MASWCD/Pheasants Forever Wildlife Habitat Steward Award**
- [.docx](#)
- **MASWCD/DNR Outstanding Forest Steward Award** - [.docx](#)
- **MASWCD Teacher Award** - [.docx](#)

ALL award applications and supporting materials need to be submitted via email as stated on the application forms. Additional awards may be presented, as determined by MASWCD, including SWCD Supervisor Award, SWCD of the Year Award, and others.

Thank you in advance for helping us celebrate your conservation accomplishments and those of your local cooperators!

The Outstanding Conservation District Employee Award is administered by the Board of Water and Soil Resources. BWSR typically provides guidance to SWCDs on the selection process for this award in September.

Please reply to this email with any questions. Thanks!



Minnesota Association of Soil and Water Conservation Districts (MASWCD)

maswcd.org

Carver SWCD Monthly Report

August 2025

Mike Wanous – District Manager

- Watertown wetland bank: working with County staff on a plan for handling a few encroachment issues with neighboring properties; and developing a plan for handling invasive vegetation such as reed canary grass.
- 2026 Budget prep – putting together draft 2026 overall SWCD budget and the items needed for the County budget process, also items needed for the budget hearing, attended budget hearing.
- Grant details for the new soil health practices grant, eLINK requirements and what changes will be needed for our local policy. Details of the CRP incentive grant with limited funds and multiple applicants.
- MCD managers meeting, it was Carver SWCD's turn to host the meeting which includes preparing the agenda, hosting the meeting, and creating meeting notes.
- Review and comment on a Conditional Use Permit application for Land Management, expansion of the Luce Line orchard and fall festival activities.
- Drainage ditch maintenance requests – there is a lot of activity for requests for maintenance on several of the public ditch systems, working on requests for JD5, CD6, JD15, CD4, JD4, and JD1.

Felicia Brockoff – Administrative & Finance Specialist

- Accounting: Verified and paid regular monthly expenses. Completed July Treasurer's Report, semi-monthly payroll and made liability payments. Uploaded payroll ledgers into OnBase. Reviewed draft Audit report from Peterson Company (no issues). They will now send the draft to the State Auditor for their review and issue the final report after that.
- Administrative: Updated the 2025 resolutions document. Prepared Minutes from July Board meeting, put August Agenda packets together and posted online. Gathered all of the paperwork needed for Karli (payroll) and sent it to her. Informal review. AgBMP program discussion with Mike and Richard Gruenes from MDA.
- Records Management: slowly going through our shared drive, and removing items no longer needed or required by our records retention schedule. Importing permanent records into OnBase (i.e. project files for Cooperators we've completed projects with).

Terry Meiller – Resource Conservationist

- State Cost-share/EQIP: Bid packets prepared and sent to contractors for Grassed waterway project in Watertown Twsp, Sec. 24. Construction staking and Pre-Construction meeting with engineer & landowner for grade stabilization project in Dahlgren Twsp, Sec. 27
- Soil Health: Began working on non-structural policy changes for Soil Health RCPP work plan submission. Dug into additional training materials and grant documents.
- CRP: Completed ranking worksheet and rankings of eligible producers for CRP incentives.
- Misc: various site visits and tech assistance. Completed mid-year review. 2-week family vacation.

Seth Ristow – Resource Conservation Technician

- Conducted site visits for RPBCWD Stewardship Grant Program (12 sites)
- Met with homeowners interested in our Pollinator Conservation Program (6 sites)
- Helped organize and present Native Plant Maintenance Workshop to residents of Carver County and RPBCWD (34 participants) Went well! 14 follow-up site visits requested.
- Evaluated vegetation of past Pollinator and WMO cost share projects with Tom L. (8 sites)

- Participated in WMO's weekly development review meetings
- Conducted closeout inspections of Pollinator Conservation Program and RPBCWD Stewardship Program projects (6 sites)

Tom Genelin – Senior District Technician

- Meetings/Plan Review:
 - Mayer Lutheran pre-construction meeting
 - High Point Vista (Chaska) pre-construction meeting
 - Suite Living (Chaska) plan review
 - Cologne Wastewater Treatment Plant plan review
 - West Creek Village (Victoria) plan review
 - Village at Cologne plan review
 - Victoria Commercial plan review
- Site inspections:
 - Winkler Crossing (Cologne) site inspection for ESC BMP conditions
 - The Preserve (Carver) site inspection for ESC BMP conditions
 - Timber Creek (Carver) site inspection for ESC BMP conditions
 - Creekside Park (Carver) site inspection for ESC BMPs
 - Sackett Waconia (NYA) site inspection for ESC BMP conditions
 - Forest Hills 10th (Watertown) site inspection for ESC BMP conditions
 - Carver Commons Phase 3 (Carver) site inspection for ESC BMP conditions
 - Ensconced Woods (Chaska) site inspection for ESC BMP conditions
 - Club West 11th (Chaska) site inspection for ESC BMP conditions
 - Huntersbrook Creekside (Victoria) site inspection for ESC BMP conditions
 - Lyman/82nd (Chaska/Victoria) site inspection for ESC BMP conditions
 - Waterford (Waconia) site inspection for ESC BMPs
 - Orchard Park (Waconia) inspection for ESC BMP conditions
 - The Fields (Waconia) inspection for ESC BMP conditions
 - Woodland Creek 5th (Waconia) inspection for ESC BMP conditions
 - Sandy Shores (Waconia) inspection for ESC BMP conditions
 - Oak Tree (Carver) final inspection
 - Hometown Bank (Carver) final inspection
 - Laketown 15th (Victoria) final inspection
 - Gallery Apartments (Chaska) final inspection
 - Oak Tree (Chaska) topsoil respread/decompaction inspection
 - Rivertown Heights (Chaska) topsoil respread/decompaction inspection

Ben Datres – Farm Bill Technician

- CREP/RIM:
 - Zellmann – Conservation practice plan revised, title work completed. July site visit for future grass and pollinator management work needed.
 - 3 CREP site visits to check native vegetation
 - Working on 2 RIM vegetation enhancement applications- funding to improve old, degraded RIM easements.
 - RIM buffer proposal in Benton TWP
 - RIM Wetlands proposal in Benton TWP

- CREP drone flight with public works for education and outreach.
- MN Buffer Law: Norwood Young America desktop review compliance checks
- Misc: Watertown Wetland Bank drone flight with public works for vegetation survey. County Ditch #6 Survey for future cleanout, created elevation map. Continued learning of new ArcPro software (replacing ArcMap). Drill- delivered to two different landowners, set up and calibrated for their seedings. MDA/WMO Silver Creek meeting regarding Acetochlor impairment.

Tyler Polster – District Technician

- WCA
 - WMO:
 - Verified the restoration and closed out two violations (west of NYA and outside of New Germany).
 - Assisted WMO staff with site inspections on two new possible violations (Tacoma Ave. south of NYA, Shady Oak Rd. in Chaska). Both were reported anonymously, both landowners have been contacted.
 - Attended TEP meetings for delineation at the Watertown golf course, multiple bridge update projects, updated field work for on delineation for Hwy 212 debris staging area, and CSAH 40 road resurfacing project.
 - Reviewed delineation materials for multiple future housing developments and utility line work.
 - Chanhassen: verified the restoration and closed out two violations near Lake Lucy Road. Attended TEP meetings for delineation for house expansion on Lake Minnewashta, RPBCWD delineation for park renovation near Lotus Lake, and Bluff Creek restoration project by RPBCWD.
 - Chaska: attended TEP meetings for: large warehouse project adjacent to Highway 10, Seminary Fen bluff stabilization project. Reviewed additional application materials for Big Woods Creek stabilization project.
 - Provided permitting assistance for landowner on Highway 7, issued guidance on what would and wouldn't be permitted activities near his wetland.
- Misc: conducted multiple site visits and provided tree health guidance for landowners.