

Carver County Office / Minnesota

1103 Gruenhagen Drive

Glencoe, MN 55336

Jennifer.King1@usda.gov

(320) 864-5178

TO: Carver County Soil and Water Conservation District Board

FROM: Jennifer King, County Executive Director

SUBJECT: January 2026 Board Meeting

Old Business

2023/2024 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.
- Stage 1 and Stage 2 have a signup deadline of April 30, 2026.

County Committee Elections – Candidates

- LAA2 – Ryan Jopp, LAA4 – Chad Stuewe and Mark Hagel. Ballots will be mailed in December and are due back to the office by February 2, 2026.

New Business

Fall Seeded Acreage Certification

- Original November 15, 2025, deadline extended to February 2, 2026.

Conservation Reserve Program (CRP)

- Annual Payments
 - 2025 annual payments are sent out after Oct 1 of each year. Payments were processed December 1, 2025.
- Notice CRP-1069
 - County Offices are authorized to make routine modifications to CRP-1s and Cost-Share agreements through the 1-year extension of the Farm Bill passed on Nov. 12.

Farmer Bridge Assistance Program (FBA)

- \$12 billion will be paid to farmers in 2026 using the eligible commodity per-acre payment rates below.
 - Corn: \$44.36
 - Soybeans: \$30.88
 - Oats: \$81.75
 - Wheat: \$39.35
- Payments are based on 2025 planted acres. Cover crops and prevent plant acres are not eligible. Producers who qualify for FBA assistance can expect FSA to start issuing payments February 28, 2026.

County Committee Meeting

- February 10th at 9:00AM is the next McLeod-Carver County Committee Meeting (COC). Regular session is open to the public (0:15 – 0:30).

I. Overview

A. Purpose

The Carver Soil and Water Conservation District (SWCD) hereinafter referred to as “District” or “SWCD”, assists land occupiers in both rural and urban settings to protect soil, water, and related resources. The SWCD is a legal subdivision of the State of Minnesota, operating under a charter issued by the Secretary of State on November 12, 1946. SWCD’s receive their authority from Chapter 103C of Minnesota Statutes. The SWCD Board operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the District within the confines of state and federal law.

The SWCD Board functions within the statutory framework of Minnesota law. General duties, powers and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 103C. Minnesota Statutes supersede all bylaws, rules and policies established by the Board.

B. Statement of Principles

The Operating Rules intend to strike a procedural balance that considers all principles and enunciates a specific process by which those principles interact and work. The rules are representative of the organization's values and mission.

Mission Statement

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

C. Effective Date

These rules shall become effective upon passage by the SWCD Board.

II. Amendments to the Operating Rules

During the January meeting, the SWCD Board shall review, amend if necessary, and adopt the operating rules for the year.

Any time throughout the year, the SWCD Board may amend (or suspend) the operating rules by an affirmative vote of the members. Changes shall be effective immediately upon passage.

Any member of the SWCD Board may initiate action to amend the operating rules. Amendments to the operating rules may also be recommended by the District Manager.

The statute references included in the text are current as of the adoption of the operating rules. Any changes in statute or law affecting the rules are effective immediately and will be reflected in the next draft of the rules.

III. SWCD Board Organization

A. Membership

The SWCD Board of Supervisors consists of five members elected from the five districts. Each Supervisor is elected from single-member districts apportioned based on population.

B. Supervisor Districts

The boundaries of Supervisor districts, including the procedures to follow if redistricting is needed, are established pursuant to Minnesota Statute 103C.311.

C. Terms of Office

The term of each Board member is four years, except as otherwise established pursuant to Minnesota Statute 103C.

D. Vacancy

If a vacancy occurs in the office of an elected supervisor more than 56 days before the next state primary, the district board shall fill the vacancy by appointment. The supervisor appointed shall hold office until the first Monday in January following the next general election. A successor shall be elected at the general election following the appointment and hold office for the remainder of the term or for the next regular term, whichever is appropriate (Minnesota Statute 103C.305 Subd. 6a).

If a vacancy occurs less than 56 days before the next state primary, the SWCD Board shall fill the vacancy by appointment. The appointed supervisor shall hold office until the expiration of the term or until the first Monday in January following the second succeeding general election, whichever is shorter. A successor shall be elected at the general election

preceding expiration of the appointed term and hold office for the remainder of the term or for the next regular term, whichever is appropriate (Minnesota Statute 103C.305 Subd. 6b).

If a vacancy occurs on the SWCD Board, a Public Notice will be put in the official Carver County newspaper announcing the vacancy. Other advertising may be done as well. The Public notice will direct the applicant to send a letter of interest, ~~as well as a resume~~ to the SWCD Board of Supervisors. The SWCD Board will then choose the applicant based on the information provided or may request an interview process with any interested applicants.

E. Officers

The SWCD Board, at its January Board meeting, elects from its members a Chair, Vice-Chair, and a Secretary/Treasurer. The Chair presides at the SWCD Board meetings, decides on questions of order, subject to vote of the SWCD Board, and signs all documents requiring signature of the SWCD Board. The Chair's signature, attested to by the District Manager or designee, is binding as the signature of the District Board.

The SWCD Board elects from its membership a Vice-Chair at the same time and place and in the same manner as provided for the election of the chair. The Vice-Chair performs the duties of the chair when the Chair is unable to perform those duties.

The SWCD Board elects from its membership a Secretary/Treasurer at the same time and place and in the same manner as provided for the election of the Chair and Vice Chair. The Secretary/Treasurer reviews all voucher claims each month, as well as signs the District Board's Minutes, and is authorized to sign checks. The Secretary/Treasurer also is assigned to the Budget Committee to oversee finances of the District.

If the Chair and Vice-Chair are absent from any official meeting, the members present shall choose one of their members as temporary Chair, and all documents requiring the signature of the SWCD Chair shall be signed by the temporary Chair and attested to by the District Manager.

At the January Board meeting (and if applicable during the year), the Chair of the SWCD Board shall have the authority to appoint members of the SWCD Board to standing committees of the SWCD Board.

F. Compensation

SWCD Board members receive as compensation for services, a per diem amount which cannot exceed the maximum daily amount as stated in Minnesota Statutes 103C.315 Subd. 4. The per diem, as well as an hourly rate for committee meetings will be set at the January Board meeting each year, and is effective January 1 of the new year, or as amended at a SWCD Board meeting.

G. Yearly Expense Allowance

Each member of the SWCD Board is allowed a yearly sum as determined by the SWCD Board for expenses while doing business for the Carver SWCD. Typical expenditures for this allowance are mileage, parking, telephone calls and meals for conferences, seminars and meetings related to District activities. Before attending any meetings on behalf of the District, the Chair needs to be notified, or official action from the SWCD Board should be requested prior to the conference, seminar, or meeting. Expenses included in this account are generally considered to be ones that the Board Member deems to be necessary to fulfill the duties of office.

The District Board, with the assistance of the Budget Committee of the SWCD Board, shall determine the annual expense account level. There will be a local expense account as well as an out of state travel account for each member of the SWCD Board. All travel needs prior SWCD Board approval.

IV. SWCD Board Meetings

A. Regular Meetings

The regularly scheduled SWCD Board meetings are held the third Thursday of each month, starting at 8:00 AM, and are held at the District office, located at 11360 Highway 212, Cologne, MN. If a Board meeting date, time, or location needs to be changed, an official notice is posted on the SWCD website, at least three days prior to the scheduled

meeting. All regular meetings of the SWCD Board are open to the public.

B. January Meeting

The SWCD Board meets in a conference room at the Public Works headquarters building in Cologne, MN. The SWCD Board transacts organizational business during this meeting, including:

1. Administrate oath of office (if required)
2. Elect officers
3. Appoint Supervisors to District committees
4. General Business

C. Open Meeting Law

All meetings of the SWCD Board are subject to the Open Meeting Law (Minnesota Statute 13D).

D. Closed Meetings

The SWCD Board may, by motion, convene in closed session for the purposes of transacting business. Business which may be considered in closed session is in accordance with the attorney/client privilege, to consider strategy for labor negotiations, or as otherwise required or permitted by the Minnesota Open Meeting Law.

E. Special/Emergency Meetings

The SWCD Board may establish a special or emergency meeting if necessary. Procedures to schedule a special or emergency meeting shall be in accordance with Minnesota Statutes 13D.

The SWCD Board may schedule work sessions, retreats, forums, or additional meetings at such times and concerning such subjects. A schedule of such meetings shall be maintained in the SWCD Office. Work sessions and other informal meetings of the Board, not regularly held, shall be subject to the same notice requirements of the Open Meeting Law.

A joint meeting with the SWCD Board and any other political subdivision may be held within the boundaries of either subdivision as will be specified in the meeting notice.

F. Meeting Conduct

The following meeting conduct rules shall apply for

all SWCD meetings:

1. Respect the dignity of everyone.
2. Respect one another's facts, opinions and right to speak.
3. We realize that our thinking processes are shaped by our backgrounds. None of us can be completely objective as a result. We all have our natural biases that we may not even be aware of. We must respect that in one another. Backgrounds are neither right nor wrong; they just are. Diversity, differences, conflict are all inevitable.
4. We choose to deal with conflict in a healthy manner. Therefore, there will be no name calling and putdowns of individuals or ideas. This does not mean you can't openly disagree and support your ideas, opinions, and facts.
5. Listen respectfully - no interruptions.
6. In the interest of time, time limits may be established.
7. Questions may be asked of the presenters during the time allotted.

G. Audience/Citizens Requests

The SWCD Board prefers all business matters initiated by citizens coming before them to first be reviewed by staff and scheduled for discussion on the appropriate agenda.

If an individual seeks to appear before the SWCD Board, he/she should notify the District Manager of his/her intention and the issue to be presented. Staff will confer with the individual, address the issue and, if necessary, schedule the issue accordingly on the appropriate Board agenda.

Any individual attending a SWCD Board meeting will be granted appropriate time to give a presentation or explanation in regard to their presence at the meeting.

H. Public Attendance

The public is invited and encouraged to attend and participate in SWCD Board meetings. Anyone wishing to address the SWCD Board of Supervisors on an item not on the Agenda may do so at the start of the meeting. Comments should be limited to five minutes.

I. Quorum

A quorum shall be necessary for the transaction of business. A majority of the members of the Board shall constitute a quorum and no business shall be transacted unless voted on by a majority (three votes) of the whole SWCD Board (MN Stat. 103C.315 Subd. 3). Less than a majority of members may convene a meeting, but no business may be transacted.

Any SWCD Board member who, for any reason, anticipates or plans an absence at any regular or special meeting is encouraged to contact the SWCD Board Chair or the District Manager to indicate his or her planned absence.

J. Role of Presiding Officer

The presiding officer of the meeting will be the Chair. In the absence of the Chair, the presiding officer will be the Vice-Chair. The duties and powers of the presiding officer shall include the following:

1. Preside at all meetings of the SWCD Board.
2. Preserve order and decide questions raised by members subject to appeal to the Board.
3. Require the vote on all questions regularly moved and to announce the result.
4. Review and comment on the draft agenda for each regular and special meetings of the Board.
5. Serve as representative of the Board in execution of contracts, orders, resolutions, determinations, and minutes of the Board.

The Chair of the Board may make a motion and has the same voting rights and responsibilities as other members.

K. Addressing the Chair

Formal protocol will be used when speaking to the SWCD Board. The SWCD Board Chair shall be addressed as "Mr./Madam Chair." Members of the SWCD Board shall be addressed as "Supervisor (last name)."

Any member of the SWCD Board or members of the public may speak on any matter before the SWCD Board when recognized by the Chair and within

established procedures as outlined in these Rules.

L. District Manager

The District Manager or designee shall attend all meetings of the SWCD Board. District Staff are also encouraged to attend the SWCD Board meetings. If a staff member requests an item be on the SWCD Board agenda but cannot attend the Board meeting, the District Manager will represent the staff at the meeting. The District Manager or District staff may participate in the discussion or recommend a resolution or action to the SWCD Board. A member of the Board may call on the District Manager or staff member to participate in the discussion or provide a verbal recommendation on any subject pending before the Board.

The District Manager or designee shall prepare a written agenda for all regular and special meetings of the SWCD Board. The District Manager or designee shall also: 1) make regular entries of all Board resolutions and decisions upon all questions; 2) record the vote of each member on any question submitted to the Board; 3) preserve and file all business acted upon by the Board; 4) certify copy any and all resolutions or decisions of the Board; and 5) perform such further duties as designated by the Board.

V. CONDUCT OF DEBATE

A. Principles

The Rules of Parliamentary Procedure embodied in Robert's Rules of Order shall guide the Board in all cases applicable, except as modified by the rules herein and applicable Minnesota Statutes. In all cases, except where Minnesota Statutes dictates, a majority vote will prevail when deciding a question.

B. Parliamentarian

The Rules of Order governing SWCD Board meetings shall be referred to the SWCD Board Chair for interpretation and enforcement. The SWCD Board Chair may consult with Board members and/or the County Attorney in interpreting and deciding upon rules and questions of order.

C. Role of the Chair

The Chair shall preside over the debate, ensuring equality and fairness in discussion. If necessary, the

Chair may restate or ask the District Manager or the Minute taker to restate who made the motion, who seconded the motion, and announce the result of the vote.

D. Adoption

A motion or resolution shall be adopted if approved by a majority ~~of the whole Board vote~~. (MN Stat. 103C.315).

E. Voting

It is the duty of every member to vote. Voting shall be recorded as a "yes" or "no" vote by the Minute taker or District Manager and duly noted in the minutes. Unless a Supervisor signifies an abstention or vote in the negative on any given issue, the Minute taker or District Manager shall be directed to record that each Supervisor has voted in the positive on that particular matter which is before the Board. A roll call, if requested by any member, shall be called by the SWCD Chair or District Manager, in a predetermined order based on the seating of the members and rotating with each resolution voted upon.

VI. TYPES OF SWCD BOARD ACTION

A. Resolution

The SWCD Board takes formal action by a verbally stated motion or written resolution only, both of which are initiated through a motion. A motion may be introduced by any member of the SWCD Board.

Since it is the basic motion for the transaction of business, only one subject may be considered at a time, and the main motion may be proposed only when no other motion is before the SWCD Board. (See Section IV.)

B. General Consensus

The SWCD Board provides informal direction by consensus. Informal direction is most often used to provide staff with preliminary Board perspective on a matter which will require future formal action by resolution or verbal motion. Informal direction is also used to provide additional insight into formal actions previously taken. Informal direction standing alone does not establish Board policy or authorize action.

C. Policy Development

Authority for the development of policies for the District is granted to the SWCD Board through MN Statute 103C.331. With the powers granted within this statute, the SWCD Board may delegate certain authority, as appropriate, through Board resolutions. These delegations of authority may be rescinded at any time by the Board.

D. Notice of Resolution

Any member of the Board may introduce a resolution for consideration and action pursuant to general rules and operating procedure. A copy is provided to other Board members and the District Manager with as much advance notice as reasonable and practical.

The introduction of resolutions during the Board meeting occurs by motion and second as more fully set forth in Section IV. Resolutions not included on the printed Board Agenda that is sent out one week prior to the Board meeting, needs to be added to the Revised Agenda, by a request from the Supervisor requesting the resolution.

The SWCD Board may at any time refer an item or resolution to a Committee for further review and deliberation.

VII. SWCD BOARD AGENDA

A. Preparation and Distribution

The SWCD Board Chair and District Manager shall prepare the agenda and supporting material for each regular and special meeting. Members of the Board may request that an item be placed on the Agenda by informing the Board Chair. The Board Chair will notify the District Manager about the item. The District Manager shall include an item on the agenda if a member directs the item be placed on the agenda at least seven days prior to the meeting for which the agenda is to be prepared.

The Board agenda packet, including the meeting agenda and supporting material, shall be received by each member of the Board no later than the Monday preceding the regular Board meeting (third Thursday of each month).

Copies of the agenda and supporting material shall be made available to the District staff, public and media as appropriate. A distribution list shall be maintained in the District Office. Members of the public who are interested in following issues considered by the Board may register their name and address with the District Office for placement on the agenda distribution list.

If possible, Board members are encouraged to identify and request future agenda topics before the Board meeting adjourns. Early identification of future agenda items informs the Board that a particular subject will be discussed and provides staff an opportunity to conduct any research, study and background sufficient to support the Board discussion.

B. Order of Business

The order of business for each regular meeting of the SWCD Board shall be as follows:

1. Call to Order and Roll Call
2. Public Comments – limited to five minutes
3. Agenda Review and Adoption
4. Agency Reports
5. Consent Agenda Items
6. Regular Agenda Items
7. SWCD Board Committee & SWCD Staff Monthly Reports
8. Board of Supervisors Announcements
9. Adjournment

The order of business may be changed as needed, on the recommendation of any SWCD Board member or the District Manager.

C. Board Meeting Agenda & Discussion

The regular agenda will consist of items which are likely to and/or require additional discussion and review. Items of business on the Agenda shall be considered individually and in the order of business as noted on the agenda.

If an Agenda item requires Board discussion and analysis of major issues of District business prior to formal action, the item will be discussed during the regularly scheduled Board meeting. The District Chair will determine if adequate discussion has

been held on the item for the Board to make a formal decision on the item and will call for a motion or resolution.

D. Official Records

The District Manager or designee shall prepare the official minutes of each meeting. Board meeting minutes shall be kept in accordance with all provisions of statute to provide an accurate record of SWCD Board actions. The record is not intended to be a verbatim transcript of all discussion and debate; the record is primarily a compilation of official actions.

The minutes of the SWCD Board meetings shall be prepared and submitted for approval at the next succeeding Regular SWCD Board Meeting. The official Board Minutes are also distributed to staff and interested parties.

The official public record of SWCD Board meetings shall be available in the District Office and are also available on the SWCD website (carverswcd.org).

The resolutions shall be numbered consecutively followed by the last four digits of the calendar year.

VIII. SWCD BOARD COMMITTEES

A. Policy

The District Board Chair will appoint members of the Board to the standing committees of the SWCD Board at the January Board Meeting. These committees may include:

1. Personnel Committee
2. Metropolitan Conservation District's (MCD)
3. Education & Outreach Committee
4. Budget Committee
5. Carver County Water Management Organization (CCWMO) Committee
6. South Fork Crow 1W1P

If one or more Supervisor members of the SWCD Board not assigned to a specific committee make a request to attend that committee's meeting, the meeting will be posted as required and Minutes of the meeting kept. Supervisors, other than those specifically assigned to the committee, who attend

that committee's meeting will do so only for purposes of information and education and will not participate directly in the business of the committee, unless expressly invited to do so by, and under the consent of, the assigned committee members. Only assigned committee members may move and vote on the recommendations of the committee to the Board. Only assigned members of the committee will be eligible to collect expense reimbursements (mileage and per diem) for attendance at an official meeting of the committee.

B. Special Committees

The SWCD Board, by consensus, may add standing committees, or remove them as they see fit.

The Board may establish a special committee as deemed necessary. A special committee shall advise the Board as directed and may report recommendations to the Board for appropriate action. Unless expressly stated in the creation of the special committee, it shall automatically dissolve when its work is accepted by the Board.

C. Operating Procedures

Individuals appointed by the Board to committees will receive compensation for attendance at regular or special meetings. SWCD compensation levels are determined by the SWCD Board at the January Board meeting.

D. Reporting Requirements

The Committees shall report their activities to the SWCD Board monthly.

IX. CODE OF ETHICS

It is the belief of the SWCD Board that the trust bestowed upon them as elected officials is of utmost importance in the relationship between themselves and the public. With this belief, the following statements further emphasize the priority and commitment the SWCD Board has placed on ethical standards.

In the execution of their official duties, all SWCD Board Members shall strive to:

- Observe the highest moral and ethical

standards.

- Maintain and respect the confidentiality of private and confidential information.
- Avoid discrimination against any person based on race, color, sex, religion, creed, national origin, age, disability, sexual orientation, marital status, place of residence, or status with regard to public assistance.
- Comply with the ethical obligations imposed by law, including Minn. Stat. §10A.07, 10A.071, 382.18, 471.87-.895, including, where appropriate, disclosing conflicts of interest, abstaining from decision-making, eliminating conflicts of interest, and declining gifts.
- Work to create a positive environment in public meetings where all individuals may feel comfortable in their roles as observers or participants.
- Allow citizens, staff, or colleagues sufficient opportunity to present their views. Be tolerant, respectful, and attentive. Avoid comments, body language or distracting activity that conveys a message of disrespect for the presentations from citizens, staff, or colleagues.
- Place cooperation, trust, and respect at the heart of all that is done.
- Behave ethically as daily responsibilities are carried out.
- Support one another at and beyond the SWCD Board table.
- Operate as an effective team, continually improving that effectiveness.
- Work for "win-win" situations instead of "win-lose."
- Actively listen, keep an open mind and suspend judgment.
- Be pro-active in the exercise of the office.
- Do the best to answer questions posed by one another, the employees, and the community.
- Honor "discussion" before "decisions."
- Be consistent in process and operation.
- Be honest and candid with one another.
- Focus on working "with" instead of "for" or "under."
- Not take differences of opinion personally.
- Disagree agreeably and professionally.
- Realize that people make mistakes – forgive and forget.
- Realize and honor varying work styles,

personalities, and process needs.

- Share information and avoid surprises.
- Maintain a sense of levity – public service should be fun as well as work.
- Uphold the Oath of Office taken *“to solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of the office of Supervisor, upon which I am now about to enter.”*

X. CITIZENS

A. Open Meeting Law

All regular and committee meetings and Notice of Meetings of the SWCD Board are subject to the Open Meeting Law (MN Stat. 13D.01.)

The SWCD Board may hold closed meetings as authorized by MN Stat. 13D.01. Before closing a meeting, the Board will state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

SWCD Board meetings may be closed under the following circumstances:

1. To consider strategy for labor negotiations.
2. To evaluate the performance of an individual under the authority of the SWCD Board.
3. For preliminary consideration of allegations or charges against an individual subject to the SWCD Board’s authority.
4. To discuss subjects which involve nonpublic data listed in MN Stat. 13D.05.
5. If otherwise expressly authorized by statute or permitted by the attorney-client privilege.

B. Audience Participation at Board Meetings

It is the intention of these rules to support the interest of the general public in following Board business during their meetings.

1. Audience/Citizen's comments:

The District Manager will notify the Board Chair and members of a citizen’s wish to address the Board and include a discussion or action item on the Board meeting agenda addressing the topic or issue indicated by the citizen’s request. The notification

by the District Manager may occur at any time before approval of the agenda for the Board meeting.

To the extent possible, interested citizens shall notify the District Manager of their interest to speak at the meeting and the issue to be discussed. The District Manager will notify the Chair. To encourage efficiency and early resolution of issues, the SWCD Board recommends that citizens first contact staff to try to resolve matters before coming formally to the SWCD Board meeting. Questions directed to the Board may not be answered immediately, however, whenever possible, all appropriate questions will be responded to in a timely and effective manner by the Board and/or SWCD staff.

C. Responding to Correspondence, Inquiry, Processing of Complaints from Citizens

SWCD Board members and staff are committed to customer service and will endeavor to provide timely and efficient response and communication to the citizens of Carver County.

Upon receipt of a written inquiry, request for information, or complaint about District business which has been sent to a Board member, upon notification and direction from the District Manager or designee, staff will confer with the member and the District Chair to determine the appropriate course of action. The inquiry will be handled timely as directed with the District Chair and District Manager or designee advising the Board member upon completion.

Incoming telephone calls requesting a specific Board member should be forwarded to the Board Member per his/her instructions.

Telephone calls requesting information about specific areas of District business are forwarded to the appropriate SWCD staff member. Customer service is of primary importance to the SWCD Board and staff and an appropriate method of tracking the information requests and responses will be utilized.

XI. Staff

A. District Manager

The District Manager is the Administrator of the SWCD, responsible for the administration of the affairs of the SWCD delegated to him/her by the SWCD Board. The SWCD Board hires the District Manager and has approved a job description which outlines in detail the duties and responsibilities of the District Manager. For more information about the hiring process of the District Manager, please refer to the Personnel Handbook, Section IX, District Manager.

In general, the District Manager shall exercise supervision of the District staff which function under the jurisdiction of the SWCD Board. The District Manager shall coordinate the various activities of the SWCD, unify the management of its affairs, and make recommendations to the Board regarding the functions of the SWCD. The District Manager is accountable for hiring, training, advising, motivating, and appraising the performance of staff. The District Manager and the SWCD Budget Committee recommends the annual budget and long-range capital expenditure programs to the Board for approval.

The District Manager recommends to the Board proposed policies concerning the administrative affairs of the SWCD. The District Manager will keep the Board informed, make recommendations, and comment upon legislative initiatives which affect the District as directed by the Board, and will represent the SWCD in its relations with other public and private entities. The District Manager will serve as the leader of the SWCD Management team, recommend short- and long-term goals to the Board, and periodically measure organizational and individual accomplishments against goals, objectives, and timetables.

B. Role of Staff

The District Manager, with the support of staff, will in a timely and responsible manner, answer inquiries and requests regarding issues and concerns brought by Board members or the citizens of Carver County. In certain instances, Board members may want assistance or District staff involvement in evaluating policy and/or programmatic changes. Board members who wish to initiate policy or program change are encouraged

to first present their initiative to the Board for discussion. The Board may then direct staff to assist in evaluation or development of the initiative. For functions which are deemed routine such as interpretation of policy and procedure, general constituent business, and/or research which require minimal time may be directed, by the Board or individual member, to the District Manager or designee for action.

For routine matters, staff and Board members must respect the coordination role of the District Manager by making requests through the Manager. For non-routine matters or for matters which may involve grievance between SWCD employees; staff may make requests directly to the Personnel Committee. In such cases, the Board members of the Personnel Committee will inform the Board Chair and other members and request time on the agenda for discussion or action. The Board may close the meeting as per the requirements of the Open Meeting Law. For further information, Board members will refer to the *Personnel Handbook Rules and Regulations*, section IV, "Performance, Behavior, and Conduct," G. Dispute Resolution, item number 4.

C. Legislative Protocol for Staff & Supervisors

This following policy applies to all staff and SWCD Board members that lobby as a representative of the Carver SWCD.

Staff and/or Board members who choose to lobby on a policy issue that would affect the operations of the SWCD are expected to confine their efforts to the SWCD's current legislative agenda.

Staff and/or Board member participation should be immediately communicated to the District Manager or Board Chair.

If the issue has not been addressed by the SWCD's legislative agenda, a SWCD Board position should be sought prior to any lobbying effort on your part.

If a member of staff or Board member lobbies in a professional capacity, either at the request of a legislator or a professional association, s/he must note in testimony s/he is speaking on his/her own

behalf, not as a SWCD representative.

The Board Chair, District Manager, or designated personnel will organize the SWCD's efforts. Staff/Board members should presume that s/he speak for the SWCD Board unless s/he has reviewed their positions or have checked with them on specific issues.

When the SWCD is paying the dues for membership in a professional association, staff/Board members shall not take a position within that professional association that is inconsistent with SWCD Board policy.

All staff and/or Board members and appointed representatives shall notify the SWCD Board Chair and/or the District Manager of a pending appointment to an advisory board or task force initiated outside of the scope of SWCD Board authority.

Supervisor's Compensation

Approved: January 19, 2023

District Supervisors shall receive a compensation rate of \$125.00 per Board meeting. Board meetings are defined as those meetings where at least three members (quorum) are in attendance. The maximum per diem amount a Supervisor can receive is \$125.00 per day, no matter how many meetings are held on that day. District Supervisors will receive \$25.00 per hour for any meetings that are not classified as Board meetings, with a \$25.00 minimum per meeting. These meetings would include any committee meeting Board members attend (i.e., Personnel, Metro Conservation District, Education & Outreach, Budget, etc.) or any other meeting approved by the SWCD Board. The WMO Advisory Committee meetings are reimbursed by Carver County. Any of these other meetings that last longer than 3 hours, will automatically receive the \$125.00 per diem. If a Board member attends a meeting outside of Carver County, they will receive the maximum per diem rate of \$125.00.

These are suggested guidelines for Supervisors to use when deciding whether to submit a District per diem for an activity. When you are trying to decide whether to attend a meeting, conference, event, etc., or when you are invited to a meeting, conference, event, etc., please take the following into consideration:

1. The activity involves subject matter that is included in our district mission or work plan.
2. The subject matter is important to our district operations.
3. You will be representing the District.
4. You will speak on behalf of the District.
5. Our input can be better provided by a Supervisor than by a staff member.
6. Normally, the Chair is the representative of the District; the Chair should approve a Supervisor going in his/her place.
7. No more than two Supervisors should attend an activity; unless the Board agrees that a quorum is necessary or in the best interests of the District. Exceptions to this rule are educational intent meetings (i.e., tours, leadership programs through Carver County, MACD Meetings, MASWCD Convention, etc.).
8. If there is a question about a Supervisor's attendance, the Chair should be consulted.
9. Meeting Virtually – When a virtual meeting is held in lieu of a physical meeting, Supervisors will be compensated at a rate of \$25 per hour (\$25 minimum). The virtual meeting needs to be with at least three persons, including the Supervisor, to be a compensated item. If the virtual meeting is known about beforehand, it should be listed on the upcoming meetings/events on the SWCD Board Agenda. If it is not known about beforehand, the Chair should be consulted for compensated approval.

Supervisors' compensation and expenses reimbursement requests should be submitted on a quarterly basis.

Carver SWCD Board Meeting Minutes – December 18, 2025

Held in conference room 1 at the Carver County Public Works facility in Cologne, MN

Board Members Present:

Mark Zabel, Chair
Jeffrey Sons, Secretary/Treasurer
Michael Lynch, Member
Karli Wittner, Member

Board Members Absent:

Marcus Zbinden, Vice Chair

Others Present:

Katie Mattila, NRCS District Conservationist

SWCD Staff Present:

Mike Wanous, District Manager
Felicia Brockoff, Administrative & Finance Specialist
Terry Meiller, Resource Conservation Technician
Seth Ristow, Landscape Restoration Technician

1. Call to Order.

Chair Zabel called the meeting to order at 4:00 PM.

2. Public Comments – None.

3. Agenda Review and Adoption.

Resolution 064-2025: Lynch moved, Sons seconded, to approve the December 18, 2025, Board Meeting Agenda as printed. Roll call vote: Lynch-aye; Sons-aye; Wittner-aye; Zabel-aye; Zbinden-absent. Motion carried.

4. Agency Reports

- a. Carver County Report – Paul could not make the meeting tonight.
- b. NRCS report – Katie reported they are working on practice certifications for EQIP and CSP contracts. The 2026 sign-up has been extended to January 15, 2026 for all states, the previous deadlines were August and September. She reported that Carver County currently has 7 CSP applications and 20 EQIP applications. Katie also reported there is a new USDA Regenerative Pilot Program that has allotted \$700 million nationally. NRCS has not received details how these funds will be allocated, some early reports sound like the new program would combine EQIP and CSP into one new program.
- c. FSA Report – Jennifer was unable to attend today.

5. Consent Agenda Items

Resolution 065-2025: Lynch moved, Wittner seconded to approve the following consent agenda items:

- a. Approval of the November 20, 2025, Board Meeting Minutes
- b. Acceptance of the November 2025 Treasurer's Report

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

6. Regular Agenda Items

- a. Three landowners have requested reimbursement payments for their pollinator cost-share projects that have been completed. Seth has inspected the completed projects, and reviewed the individual projects with the Board at this time. There was a question about the City of Chaska's project, and if landowners have been contacted about their property boundaries. Wittner stated she is on the Park Board for the City of Chaska, and confirmed that all of the affected homeowners have been contacted, they are aware that this project was installed on City property. They have also been instructed not to mow the City property adjacent to their properties.

Resolution 066-2025: Sons moved, Wittner seconded to approve a total of \$4,799.75 in pollinator cost-share reimbursement payments for the following projects:

- 1) Living Rock Church, 80,000 square feet, cost-share payment of \$3,178.66
- 2) Julie Trabant, 8,200 square feet, cost-share payment of \$1,129.84
- 3) City of Chaska, 12,000 square feet, cost-share payment of \$491.25

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

- b. Ron Olson has completed his EQIP project of installing a grade stabilization structure in Dahlgren Township, that will protect upstream cropland and reduce soil discharge to Carver Creek. Terry explained the project details to the Board at this time. Ron is also receiving funding from FY23 District Capacity for this project and has requested the cost-share reimbursement from the SWCD. The total cost to complete the project was \$44,291.20, EQIP will fund \$13,404.68, and the SWCD contract is to reimburse \$19,655.00 which utilizes the remaining FY23 District Capacity funds.

Resolution 067-2025: Lynch moved, Sons seconded to approve a cost-share reimbursement payment of \$19,655 to Ron Olson utilizing the remaining FY23 District Capacity funds. Roll call vote: Lynch-aye; Sons-aye; Wittner-aye; Zabel-aye; Zbinden-absent. Motion carried.

- c. Terrain Holdings LLC has recently installed four water and sediment control basins, and a 600 linear foot grassed waterway in Laketown Township. They have also requested their cost-share reimbursement payment through the SWCD. Terry explained the project details to the Board at this time. The total cost of the project was \$39,175, with cost-sharing set at \$35,257.50 (90% of the total cost), and utilizes the remaining FY23-25 state cost-share grant funds.

Resolution 068-2025: Sons moved, Wittner seconded to approve a cost-share reimbursement payment of \$35,257.50 to Terrain Holdings LLC, utilizing FY23-25 cost-share funds. Roll call vote: Lynch-aye; Sons-aye; Wittner-aye; Zabel-aye; Zbinden-absent. Motion carried.

- d. Terry reviewed the two Zellman projects that were funded through the South Fork Crow River and completed this fall also. They installed several water and sediment control basins and waterways, that will save over 120 tons of soil, 85 tons of sediment, and 90 pounds of phosphorus annually. The total cost of the projects were \$48,818.50, and they received \$43,936.65 in funding from the South Fork Crow River.
- e. Ed Duane Lind had completed installing a terrace system to address several eroded gullies in Young America Township and has requested his cost-share reimbursement utilizing the Eagle Lake SWA grant funds. The total cost of the project was \$50,831, with cost-sharing set at \$45,747.90 (90% of the project). Terry explained that the contractor was not able to complete the fine detail grading and

seeding of the project, because the frost had already set in. However, the contractor has assured the landowner that he wants to come back in the spring to finish smoothing it out, and get it seeded down. Lynch stated there should be something in writing from the contractor and the landowner, stating they will finish this project in the spring.

Resolution 069-2025: Lynch moved, Sons seconded to approve a cost-share reimbursement payment of \$45,747.90 to Ed Duane Lind, utilizing the remaining Eagle Lake SWA grant, and to obtain a signed agreement from Ed Duane Lind stating the final seeding will be completed in the spring. Roll call vote: Lynch-aye; Sons-aye; Wittner-aye; Zabel-aye; Zbinden-absent. Motion carried.

- f. The current JPA with Carver County for the SWCD to participate in their group health insurance plan needs to be renewed. The only change is that the dental insurance is a self-funded plan, so any SWCD staff expenses not covered by the premiums, would be invoiced in early 2027.

Resolution 070-2025: Sons moved, Lynch seconded, to approve the JPA between Carver County and the SWCD to participate in their group health insurance plan. Roll call vote: Lynch-aye; Sons-aye; Wittner-aye; Zabel-aye; Zbinden-absent. Motion carried.

- g. Mike has completed the annual personnel reviews with the staff. The Personnel committee met with Mike on December 10, to conduct Mike's annual review and go over the staff reviews. There were two employees that have exceeded expectations and are recommended to receive a larger incentive increase for 2026. The remaining 5 employees are meeting expectations and are recommended to also receive wage increases.

Mike reported that Carver County has moved back to a straight pass or fail for their salary increases, and have gone away from the merit system. Mike also reminded the Board that the SWCD is 1-year behind Carver County with our salary schedule (for 2025 salaries, the SWCD is using the 2024 Carver County non-bargaining schedule). The Personnel Committee recommendation was for each employee to receive a 4% cost of living allowance (COLA). The consensus of the SWCD Board was they liked the current merit-bases system, which should keep employees striving for a better salary each year, based on performance. Zabel wants it communicated to the SWCD staff, that the larger salary increases for 2026 will most likely not happen in 2027, since a much tighter budget is expected. The Personnel committee also recommended looking at the SWCD's salary structure mid-year in 2026 so any adjustments are needed, they can be done before December of 2026.

Resolution 071-2025: Sons moved, Lynch seconded, to approve the 2026 compensation schedule (current Carver County 2025 non-bargaining schedule); and approved the proposed merit increases presented for each employee, for a total of \$654,535. Roll call vote: Lynch-aye; Sons-aye; Wittner-aye; Zabel-aye; Zbinden-absent. Motion carried.

7. SWCD Board Committee & SWCD Staff Monthly Reports

- a. Personnel Committee (Zabel, Zbinden) – Felicia's 32-year SWCD anniversary with the SWCD is on December 28.
- b. Metro Conservation District's (MCD) Committee (Zbinden; Lynch alt.) – nothing to report.
- c. Education & Outreach Committee (Sons, Lynch) – nothing to report.
- d. Budget Committee (Sons, Zbinden) – nothing to report.

- e. WMO Advisory Committee (Zbinden; Sons alt.) – nothing to report.
- f. South Fork Crow River 1W1P (Zabel; Lynch alt.) – the next meeting will be in 2026.
- g. The SWCD staff monthly progress report was presented and discussed. Mike reported there has been an overwhelming amount of ditch requests and questions in 2025. Zable reported that any violations to RIM easements will now be surveyed by a licensed surveyor. All violations will also be renamed an “alteration” instead of a violation. Any areas of RIM easements that have been violated, will also need to be replaced double the amount of the area that has been disturbed/violated.

8. Board of Supervisors Announcements

- a. Supervisors’ compensation forms are due to Felicia today.
- b. Upcoming meetings/events:
 - December 24-25 – Christmas Holiday observed (SWCD office closed)
 - January 1 – New Years Day (SWCD office closed)
 - January 15 – SWCD Organizational Meeting, 8:00 AM
 - January 19 – Martin Luther King Jr. Birthday observed (SWCD office closed)

9. Adjourn

Resolution 072-2025: Sons moved, Lynch seconded to adjourn the meeting at 5:00 PM. Roll call vote: Lynch-aye; Sons-aye; Wittner-aye; Zabel-aye; Zbinden-absent. Motion carried.

Next Board Meeting: Thursday, January 15, 2026, at 8:00 AM
Location: Public Works Headquarters, Conference Room 1
11360 Highway 212, Cologne, MN 55322

Approved: _____ Date signed: December 18, 2025
Secretary/Treasurer

Carver Soil & Water Conservation District

Treasurer's Report

As of December 31, 2025

Date	Num	Name	Memo	Debit	Credit	Balance
1000 Checking-Security Bank						30,914.54
12/01/2025	3841	Meiller, Terry J.	Purchased Gas for Truck		61.63	30,852.91
12/03/2025			Deposit-Trees	77.38		30,930.29
12/03/2025			Deposit-Drill & Trees	2,130.00		33,060.29
12/04/2025			Deposit-Trees	116.22		33,176.51
12/08/2025	3845	MCIT	WCAUDIT1972--Member ID 2310		667.00	32,509.51
12/08/2025	3844	NCPERS Group Life Ins.	910300-122025		16.00	32,493.51
12/08/2025	3842	Elan Financial Services	1335		308.60	32,184.91
12/08/2025	3843	HSA Bank	#W668515 November Fees		12.50	32,172.41
12/08/2025			Deposit-Trees	893.02		33,065.43
12/09/2025			Deposit-Trees	82.23		33,147.66
12/09/2025			Deposit-Trees	135.64		33,283.30
12/10/2025			Funds Transfer-497285148	35,000.00		68,283.30
12/10/2025			Deposit-Trees	53.10		68,336.40
12/11/2025			Deposit-Trees & Drill	339.00		68,675.40
12/12/2025		QuickBooks Payroll Service	Created by Payroll Service on 12/02/2025		15,641.00	53,034.40
12/15/2025	DD1244	Brockoff, Felicia L.	Direct Deposit	0.00		53,034.40
12/15/2025	DD1245	Datres, Benjamin R.	Direct Deposit	0.00		53,034.40
12/15/2025	DD1246	Genelin, Thomas M.	Direct Deposit	0.00		53,034.40
12/15/2025	DD1247	Meiller, Terry J.	Direct Deposit	0.00		53,034.40
12/15/2025	DD1248	Polster, Tyler J.	Direct Deposit	0.00		53,034.40
12/15/2025	DD1249	Ristow, Seth E.	Direct Deposit	0.00		53,034.40
12/15/2025	DD1250	Wanous, Richard M.	Direct Deposit	0.00		53,034.40
12/15/2025	EFT-884	HSA Bank	41-1385530		1,669.00	51,365.40
12/15/2025	EFT-885	Minnesota Revenue	7694248		1,046.00	50,319.40
12/15/2025	EFT-886	MSRS-VOYA	0058 Carver SWCD		1,429.00	48,890.40
12/15/2025	EFT-887	PERA	9103-00		3,576.42	45,313.98
12/15/2025	EFT-888	US Treasury IRS	41-1385530		5,703.84	39,610.14
12/15/2025			Deposit-Trees	480.34		40,090.48
12/17/2025			Deposit-Trees	86.78		40,177.26
12/18/2025	3846	Carver County	December Premium		13,267.55	26,909.71
12/18/2025	3847	Carver County	Fuel PW-7152 & Lath PW-7155		445.65	26,464.06
12/19/2025			Funds Transfer-499698394	140,000.00		166,464.06
12/19/2025	3848	Cost-Share Payments	Living Rock Church Pollinator C/S		3,178.66	163,285.40
12/19/2025	3849	Cost-Share Payments	Julie Trabant Pollinator C/S		1,129.84	162,155.56
12/19/2025	3850	Chaska, City of	Pollinator C/S Reimbursement		491.25	161,664.31
12/19/2025	3851	Cost-Share Payments	Ron Olson C/S P22-6089		19,655.00	142,009.31
12/19/2025	3852	Cost-Share Payments	Terrain Holdings LLC C/S Reimb.		35,257.50	106,751.81
12/19/2025	3853	Cost-Share Payments	VOID: Wrong Amount Printed	0.00		106,751.81
12/19/2025	3854	Cost-Share Payments	Ed Lind C/S Reimbursement		45,747.90	61,003.91
12/19/2025			Deposit-Trees	38.54		61,042.45
12/22/2025			Deposit-Trees	286.14		61,328.59
12/23/2025			Deposit-Trees	82.23		61,410.82
12/23/2025			Deposit-Trees	116.22		61,527.04
12/24/2025	EFT-889	HSA Bank	41-1385530		1,663.00	59,864.04
12/24/2025	EFT-890	MSRS-VOYA	0058 Carver SWCD		1,429.00	58,435.04
12/26/2025			Deposit-Trees	96.80		58,531.84
12/30/2025		QuickBooks Payroll Service	Created by Payroll Service on 12/19/2025		17,689.85	40,841.99
12/30/2025			Deposit-Trees	53.10		40,895.09
12/31/2025	3855	Lynch, Michael J.	Q4 Compensation		582.15	40,312.94
12/31/2025	3856	Sons, Jeffrey R.	Q4 Compensation		375.71	39,937.23
12/31/2025	DD1251	Wittner, Karli A.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1252	Zabel, Mark A.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1253	Zbinden, Marcus R.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1254	Brockoff, Felicia L.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1255	Datres, Benjamin R.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1256	Genelin, Thomas M.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1257	Meiller, Terry J.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1258	Polster, Tyler J.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1259	Ristow, Seth E.	Direct Deposit	0.00		39,937.23
12/31/2025	DD1260	Wanous, Richard M.	Direct Deposit	0.00		39,937.23
12/31/2025	3857	Brockoff, Felicia L.	Health Incentive		100.00	39,837.23
12/31/2025	3858	Genelin, Thomas M.	Health Incentive		100.00	39,737.23
12/31/2025	3859	Polster, Tyler J.	Health Incentive		100.00	39,637.23
12/31/2025	EFT-891	Minnesota Revenue	7694248		1,047.00	38,590.23
12/31/2025	EFT-892	PERA	9103-00		3,593.92	34,996.31
12/31/2025	EFT-893	US Treasury IRS	41-1385530		6,092.32	28,903.99
12/31/2025			Deposit-Trees	159.61		29,063.60
12/31/2025	2025-26	MN Dept. of Rev. Sales Tax	Q4-2025 Sales Tax Due (\$670 taxable sales)		56.00	29,007.60
12/31/2025			Deposit-Trees & Drill	1,963.75		30,971.35
12/31/2025			Interest	7.16		30,978.51
12/31/2025	3860	State of Minnesota	MWPCP Wetland Training		505.00	30,473.51
Total 1000 Checking-Security Bank				182,197.26	182,638.29	30,473.51
1100 Savings-Security Bank						529,415.55
12/10/2025			Funds Transfer-497285148		35,000.00	494,415.55
12/19/2025			Funds Transfer-499698394		140,000.00	354,415.55
12/19/2025			Deposit-WCA Funds	10,000.00		364,415.55
12/26/2025			Deposit-SWCD Aid	66,552.61		430,968.16

Carver Soil & Water Conservation District

Treasurer's Report

As of December 31, 2025

Date	Num	Name	Memo	Debit	Credit	Balance
12/31/2025			Interest	548.85		431,517.01
		Total 1100 Savings-Security Bank		77,101.46	175,000.00	431,517.01
		1110 Member Savings-SouthPoint				10.30
		Total 1110 Member Savings-SouthPoint				10.30
		1150 Savings Citizens NYA				82,448.11
12/31/2025			Interest	74.99		82,523.10
		Total 1150 Savings Citizens NYA		74.99	0.00	82,523.10
		1200 Investments CD's				422,153.10
		12.ONB*968 (4.1%-02/03/26)				111,227.29
		Total 12.ONB*968 (4.1%-02/03/26)				111,227.29
		12.SB&T*301 (4.2%-02/07/26)				100,000.00
		Total 12.SB&T*301 (4.2%-02/07/26)				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
		12.ONB**141 (4%-04/24/26)				100,000.00
		Total 12.ONB**141 (4%-04/24/26)				100,000.00
		Total 1200 Investments CD's				422,153.10
TOTAL				259,373.71	357,638.29	966,677.02



11360 Highway 212 STE 6
Cologne, MN 55322

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

Treasurer's Monthly Report Program Summary - December 2025

<u>Funds</u>	<u>Cash Balance 11/30/2025</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Cash Balance 12/31/2025</u>
BWSR Soil Health Practices	\$180,000.00			\$180,000.00
BWSR CRP Incentive Grant	\$0.00			\$0.00
BWSR Buffer Implementation	\$5,204.84		\$5,204.84	\$0.00
BWSR Conservation Delivery	\$39,396.00		\$14,404.44	\$24,991.56
BWSR District Capacity	\$37,096.91		\$37,096.91	\$0.00
BWSR Soil Health Cost-Share	\$0.00			\$0.00
BWSR State Cost Share	\$74,173.43		\$35,249.43	\$38,924.00
BWSR WBIF (Waconia & Eagle)	-\$5,218.85		\$43,764.00	-\$48,982.85
SWCD Operating Funds	\$625,267.27	\$73,975.71	\$46,918.67	\$652,324.31
District Escrow*	\$109,022.00	\$10,398.00		\$119,420.00
TOTAL	\$1,064,941.60	\$84,373.71	\$182,638.29	\$966,677.02
<u>Use of Cash</u>				
1000 Checking Security Bank	\$30,914.54	\$182,197.26	\$182,638.29	\$30,473.51
1100 Savings-Security Bank	\$529,415.55	\$77,101.46	\$175,000.00	\$431,517.01
1110 Savings-South Point CU	\$10.30			\$10.30
1150 Savings-Citizens NYA	\$82,448.11	\$74.99		\$82,523.10
1200 Investments CD's	\$422,153.10			\$422,153.10
TOTAL	\$1,064,941.60	\$259,373.71	\$357,638.29	\$966,677.02

Carver SWCD Board Treasurer

Date

* Additional District Escrow needed to cover 12/31/2025 actual balance.

Carver Soil & Water Conservation District**Balance Sheet**

As of December 31, 2025

	<u>Dec 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 Checking-Security Bank	30,473.51
1100 Savings-Security Bank	431,517.01
1110 Member Savings-SouthPoint	10.30
1150 Savings Citizens NYA	82,523.10
1200 Investments CD's	422,153.10
Total Checking/Savings	<u>966,677.02</u>
Accounts Receivable	
1300 Accounts Receivable	56,097.08
Total Accounts Receivable	<u>56,097.08</u>
Other Current Assets	
1310 Due From Other Government	48,982.85
1350 Interest Receivable	6,395.56
Total Other Current Assets	<u>55,378.41</u>
Total Current Assets	<u>1,078,152.51</u>
TOTAL ASSETS	<u>1,078,152.51</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2000 Deposit on Sales	7,695.47
2300 Sales Tax Payable	643.82
2400 Unearned-Deferred Revenue	
2404 Conservation Delivery	24,991.56
2405 Cost-Share	38,924.00
2407 Soil Health Grants	180,000.00
Total 2400 Unearned-Deferred Revenue	<u>243,915.56</u>
Total Other Current Liabilities	<u>252,254.85</u>
Total Current Liabilities	<u>252,254.85</u>
Total Liabilities	252,254.85
Equity	
3000 FUND BALANCE	847,382.08
Net Income	-21,484.42
Total Equity	<u>825,897.66</u>
TOTAL LIABILITIES & EQUITY	<u>1,078,152.51</u>

Carver Soil & Water Conservation District

Profit & Loss Budget vs. Actual

January through December 2025

	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Income				
4000 Intergovernmental County				
4010 Annual Allocation	573,662.00	573,581.00	81.00	100.0%
4020 CCWMO Projects	10,000.00	10,000.00	0.00	100.0%
4030 Ditches/Misc. County Rev.	25,830.00	7,500.00	18,330.00	344.4%
4040 WCA Services	10,000.00	10,000.00	0.00	100.0%
Total 4000 Intergovernmental County	619,492.00	601,081.00	18,411.00	103.1%
4100 Intergovernmental Local				
4130 WBIF Staff Time	10,947.72			
4110 Cities, WD, LGU Revenue	14,685.00	12,500.00	2,185.00	117.5%
4120 MCD, MACD Revenue	54,611.91	35,000.00	19,611.91	156.0%
Total 4100 Intergovernmental Local	80,244.63	47,500.00	32,744.63	168.9%
4200 Intergovernmental State				
4202 Buffer Implementation	29,538.71			
4204 Conservation Delivery	14,404.44			
4205 Cost-Share	51,056.90			
4206 District Capacity Funds	53,481.04			
4208 Easement Reimbursements	8,300.00			
4210 RIM Misc. Income	2,115.00			
4207 Soil Health C/S	8,000.00			
4212 SWCD Aid	133,105.23	133,000.00	105.23	100.1%
4211 WBIF Grants	54,376.00	0.00	54,376.00	100.0%
4200 Intergovernmental State - Other	20,000.00	230,000.00	-210,000.00	8.7%
Total 4200 Intergovernmental State	374,377.32	363,000.00	11,377.32	103.1%
4300 Charges for Services				
4320 Great Plains Drill Rental	7,878.00	7,500.00	378.00	105.0%
4330 Tree & Native Seed Sales	23,200.53	27,000.00	-3,799.47	85.9%
Total 4300 Charges for Services	31,078.53	34,500.00	-3,421.47	90.1%
4400 Interest Earnings	26,971.68	17,500.00	9,471.68	154.1%
4500 Miscellaneous Revenues				
4510 MCIT Dividends	649.00			
4500 Miscellaneous Revenues - Other	88.50	7,500.00	-7,411.50	1.2%
Total 4500 Miscellaneous Revenues	737.50	7,500.00	-6,762.50	9.8%
Total Income	1,132,901.66	1,071,081.00	61,820.66	105.8%
Expense				
5000 District Operations				
5100 Personnel Services				
5101 Payroll Expenses	637,453.76	621,222.00	16,231.76	102.6%
5102 Payroll Fees	1,102.75	1,000.00	102.75	110.3%
5103 SWCD - FICA/Medicare	44,729.19	47,523.00	-2,793.81	94.1%
5104 SWCD - Insurance Ben.	128,511.78	150,000.00	-21,488.22	85.7%
5105 SWCD - PERA & DCP	46,279.45	46,592.00	-312.55	99.3%
5106 MN Paid Leave Law	0.00	7,455.00	-7,455.00	0.0%
Total 5100 Personnel Services	858,076.93	873,792.00	-15,715.07	98.2%
5200 Other Services & Charges				
5201 Dues	7,931.37	9,000.00	-1,068.63	88.1%
5202 Education & Promotion	1,945.60	2,500.00	-554.40	77.8%
5203 Employee Expense	2,400.58	3,500.00	-1,099.42	68.6%
5204 Equipment Repairs	0.00	1,000.00	-1,000.00	0.0%

Carver Soil & Water Conservation District

Profit & Loss Budget vs. Actual

January through December 2025

	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
5205 MCIT Insurance Coverage	14,769.00	14,000.00	769.00	105.5%
5206 Mileage	1,370.60	2,000.00	-629.40	68.5%
5207 Office Operations/Misc.	7,693.68	7,500.00	193.68	102.6%
5208 Professional Services	5,000.00	5,000.00	0.00	100.0%
5209 Supervisor Expenses	1,135.00	1,500.00	-365.00	75.7%
5220 Vehicle/Equipment Expenses	5,560.16	6,000.00	-439.84	92.7%
Total 5200 Other Services & Charges	47,805.99	52,000.00	-4,194.01	91.9%
5300 Supplies - Office & Field	2,261.41	3,500.00	-1,238.59	64.6%
5400 Capital Outlay	10,970.06	20,000.00	-9,029.94	54.9%
Total 5000 District Operations	919,114.39	949,292.00	-30,177.61	96.8%
6000 Project Expenses				
6100 District Projects				
6113 ETA/Misc. MCD Reimb.	33,683.83			
6114 Tree Program Expenses	18,695.15			
6100 District Projects - Other	1,991.97			
Total 6100 District Projects	54,370.95			
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			
6209 CRP Incentive Grant	30,000.00			
6221 Cost-Share Projects	51,056.90			
6222 District Capacity				
6222.03 Pollinator Program	15,697.84			
6222 District Capacity - Other	19,655.00			
Total 6222 District Capacity	35,352.84			
6224 Easement Expenses	2,115.00			
6228 WBIF Projects				
6228.1 Incentive Payments	10,612.00			
6228 WBIF Projects - Other	43,764.00			
Total 6228 WBIF Projects	54,376.00			
6200 State Projects - Other	0.00	71,789.00	-71,789.00	0.0%
Total 6200 State Projects	180,900.74	71,789.00	109,111.74	252.0%
6000 Project Expenses - Other	0.00	50,000.00	-50,000.00	0.0%
Total 6000 Project Expenses	235,271.69	121,789.00	113,482.69	193.2%
Total Expense	1,154,386.08	1,071,081.00	83,305.08	107.8%
Net Income	-21,484.42	0.00	-21,484.42	100.0%

DEC 31 2025

Carver SWCD & Board,

On behalf of the MN State Envirothon Coordinators and MASWCD, we would like to thank you for your generous donation to the MN State Envirothon. Your donation, along with many others from Districts, Areas, and individuals helped raise over \$3,500! These donations will ensure we can continue to provide a positive, hands-on environmental education opportunities for students throughout Minnesota.

Sincerely,

Franny Verde, Miranda Wagner
for
MASWCD



**FY 2026 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
BUFFER IMPLEMENTATION PROGRAM
GRANT AGREEMENT**

Vendor:	0000192555
PO#:	3000019821

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
P26-0153	2026 - Buffer Law (Carver SWCD)	\$20,000.00

Total Grant Awarded: \$20,000.00

Recitals

1. The Laws of Minnesota 2025, Regular Session, Chapter 36, Article 2, Section 6(e) appropriated funds to the Board for the FY 2026 and 2027 Buffer Implementation Program.
2. The Board adopted Board Order #25-46 to authorize and allocate funds for the FY 2026 Buffer Implementation 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 Adam Beilke, Land and Water Programs Supervisor, BWSR, 2118 Campus Drive SE, Suite 100, Rochester, MN 55904, (507) 766-9820, or his 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 District Manager
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: 9. Liability; 10. State Audits; 11. Government Data Practices; 14. Governing Law, Jurisdiction, and Venue; 16. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee's Duties.

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

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

- 6.1. **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:
 - 6.1.1. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
 - 6.1.2. 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](#).
 - 6.1.3. 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.
- 6.2. **Non-governmental organizations**, those that do not meet the definition of municipality in 6.1, are required to comply with the contracting and bidding requirements in the following sub-clauses:
 - 6.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

- 6.2.2. 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.
- 6.2.3. 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.
- 6.2.4. 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:
 - 6.2.4.1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - 6.2.4.2. [Metropolitan Council Underutilized Business Program](#)
 - 6.2.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- 6.2.5. 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.
- 6.2.6. 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.
- 6.2.7. Notwithstanding 6.2.1. – 6.2.4. above, the State may waive bidding process requirements when:
 - 6.2.7.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - 6.2.7.2. 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.
- 6.2.8. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- 6.2.9. 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](#).

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

- 7.1. **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.
- 7.2. **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.
- 7.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **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.

8. Subcontracting and Subcontract Payment.

- 8.1. 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.
- 8.2. Activities identified in the sub-agreement must fit within the scope of the agreement between the Board and the recipient and include shared responsibilities for liability, fund distribution, implementation, and reporting.
- 8.3. 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.
- 8.4. 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.
- 8.5. No sub-agreement 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.
- 8.6. The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).

8.7. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

9. 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.

10. 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.

10.1. 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.

11. Government Data Practices.

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

12. 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.

13. Publicity and Endorsement.

13.1. **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.

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

14. 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.

15. Termination.

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

16. 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.

17. Constitutional and Statutory Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution and state statute regarding the use of Clean Water Funds to supplement traditional sources of funding. Grantee must meet Clean Water Fund expenditure and accountability requirements as defined in [Subd.4](#) of [Minnesota Statute § 114D.50](#).

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Carver SWCD

Mike Wanous

By: _____

(signature)

Board of Water and Soil Resources

By: _____

(signature)

Title: _____
Manager, Carver SWCD

Title: _____

Date: _____

Date: _____

Grant Program Requirements:
FY 2026 Buffer Implementation Grant Program

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 shall reflect each eligible activity that will be implemented, a description of the anticipated activity outcomes or accomplishments, and grant funding amounts to accomplish each of the activities.

3. Eligible Activities

Eligible activities include assistance to support drainage system mapping and map review, landowner outreach, landowner technical and financial assistance, equipment purchases, and other buffer law implementation activities. Grantee will provide technical assistance, planning assistance and implementation assistance to landowners as well as track progress towards compliance in accordance with Minn. Stat. § 103F.48.

4. 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.

5. 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 judgements, 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

6. 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.

7. Technical Quality Assurance

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

- **Technical Assistance Provider.** The recipient must designate technical assistance provider(s) that have appropriate credentials for investigation, design, and construction.
- **Practice Standards.** Practices and projects must use appropriate standards for design, construction, effective life, operation, and maintenance.
- **Practice Certification.** Technical assistance provider(s) must certify that the practice or project was installed or constructed in accordance with the applicable plans and specifications, including approved modifications, prior to authorization for payment.
- **Operation and Maintenance.** Technical Assistance Provider(s) must prepare an operation and maintenance (O&M) plan specific to the site and practice(s) implemented.
- **Periodic Practice/Project Inspection.** Inspections shall confirm that the operation and maintenance plan is being followed and the project has not been altered or removed.

8. 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.

9. 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.

Project Application and Agreements

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

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.

10. Grant Management and Reporting

Eligible activities include local grant administration, management, and reporting that are directly related to and necessary for implementing the project or activity associated with the grant. Grantee is required to report on the outcomes, activities, and accomplishments.

Carver SWCD Monthly Report

January 2026

Mike Wanous – District Manager

- Worked on year-end items and invoices, staff time spent on different grants and programs
- LOTS of drainage ditch activity with beaver dams, minor clean-outs, tree removal, etc. also working with County staff on better defining policy and procedures for larger repairs
- Started work on grant reporting, BWSR reports need to be entered into eLINK by Feb. 1
- Additional updates and punch list items for needed for the Watertown Wetland Bank
- Started the review and estimated timelines for the project selected for the Local Government Road Wetland Replacement Program (LGRWRP)

Felicia Brockoff – Administrative & Finance Specialist

- Accounting: Verified and paid regular monthly expenses. Completed December Treasurer's Report, semi-monthly payroll and payroll liabilities. Paid sales tax due for Q4. Completed all Q4 payroll reports and submitted to IRS, MNDOR, and MNUI. Verified all the quarterly 941 forms matched the year end W2s and submitted them online. Processed all 1099 forms for producers who received incentive payments that need to be reported as income. Year-end invoicing and journal entries to use staff up staff time spent on various grants.
- Administrative: Completed the minutes from December meeting and updated 2025 resolutions document. Prepared January Agenda packets and posted online. Keeping in contact with Kate Hull from IT to see about updating our time tracking system.
- Grants: Prepared all the cost-share payments approved at the Board meeting and sent to landowners. Reported pollution reductions and mapped each project in eLINK.
- Trees – Processing the tree orders as they come in and manually adjusting the online inventory when we receive a mail in order.

Terry Meiller – Resource Conservationist

- Eagle SWA: Construction inspections for Lind terrace project. As-built survey, redline documentation, cost-share vouchers and certifications completed. Drafted assurance of Project Completion for landowner and contractor to sign for cooperator file. Final updates to assistance notes and checklist completed.
- Crow WBIF: Meetings with landowner and renter to discuss BMP proposal and concept designs for project in Watertown Twp., Sec. 24. Finalized water & sediment basin/grassed waterway design, bid packets prepared, and packet provided to Ben for review signature. BMP/Desktop analysis for potential water and sediment basin(s) project in Camden Twp., Sec. 19.
- Ditches: Pre-con meeting with contractor for JD4 maintenance work/cleanout. Set HUB's and sent survey files to contractor to aid in cleanout. Inspection completed. Prepared maintenance proposal for CD6. Pre-bid meeting with contractor, coordinated cleanout efforts with landowner, etc.
- Misc: SWCD Board Meeting. Began compiling 2025 annual report info.

Seth Ristow – Resource Conservation Technician

- Continued to work on native plant maintenance workshop with the WMO. Completed a rough draft of agenda
- Collaborated with RPBCWD and the WMO on a Native Plant Design Workshop. Compiled different resources attendees could use
- Completed closeouts on the final Pollinator Habitat Program projects
- Finished planting plan edits for Goose Lake Pollinator Garden at parking lot entrance
- Conducted annual review with Mike
- Attended weekly WMO development reviews

- Began working on Native Plant Design Workshop advertisement flyer
- Continued watching trainings on Arc GIS Pro, InDesign, and Illustrator
- Reviewed Peavey Rd. Business Center wetland buffer and suggested adjustments to plan
- Began working on maintenance booklet geared towards municipalities that they can give staff

Tom Genelin – Senior District Technician

- Meetings/Plan Review:
 - Fox Run Ravine (Waconia) plan review
 - Peavey Rd. Business Center (Chaska) plan review
 - Central Schools (NYA) record plan review
 - Downtown Waconia Recon. Phase 4 (Waconia) plan review
 - Oak Tree (Carver) record plan review
 - Living Rock Church (NYA) record plan review
 - Kings Highland (Watertown) stormwater basin repair plan review
 - Performance review
- Site inspections:
 - West Creek Village (Victoria) site inspection for ESC BMP conditions
 - Bredeson Home (Waconia) site inspection for ESC BMP conditions
 - Oak Creek (Chaska) inspection during BMP construction
 - Rivertown Heights (Chaska) site inspection for ESC BMP conditions
 - Carlson Bluffs (Chaska) site inspection for ESC BMP conditions
 - Wildcat Way (Waconia) site inspection for ESC BMP conditions
 - The Fields 2nd Addition (Waconia) site inspection for ESC BMP conditions
 - Wakefield Dock Storage (Waconia) site inspection for permit closeout

Ben Datres – Farm Bill Technician

- CREP/RIM:
 - Zellmann- Easement recorded and Paid. Next steps- wetland restoration and seeding this spring/summer.
 - Updating RIM conservation plans for three easements that had landownership changes
 - RIM Peatlands & Wetlands Webinar with program updates
- MN Buffer Law: Wrapped up field compliance checks for Hollywood, Camden, and NYA townships. End of the year compliance reporting on BWSR's BuffCat tracking program. Starting outreach to and follow up letters to parcels that need additional buffer inspections.

Tyler Polster – District Technician

- WCA
 - WMO: Reviewed year end wetland bank monitoring reports for banks in Hollywood and Mayer. Attended virtual TEP meeting for updates to a WCA application for a new development in Mayer.
 - Chaska: Reviewed year end wetland bank monitoring report. Reviewed wetland replacement plan for new development.
 - Chanhassen: Reviewed final wetland boundary application for a home remodel near Lake Minnewashta.
 - Waconia: Reviewed updated plan and Army Corps letter for new development in Waconia. Plan amendment called for additional wetland fill to be permitted because of a change in a road alignment at the request of Carver County Public Works.
 - Minnehaha Creek Watershed District: Reviewed plans for joint application through MCWD and MNDOT for Highway 5 reconstruction through Victoria. Reviewed basic "no-loss" applications and plans for multiple storm pond cleanouts.