



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

September 9, 2021 - 9:00 a.m.

Conference Room A – Dakota County Extension and Conservation Center

4100 220th Street Farmington, MN 55024

1. Call to Order
2. Pledge of Allegiance
3. Audience
Anyone wishing to address the Board regarding an item that is not on the agenda may come forward at this time. Comments are limited to five minutes.
4. Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

To be adopted under one motion unless a request is made to move an item to Regular Agenda for discussion

5. Approval of August 12, 2021 Meeting Minutes
6. Approval of September 9, 2021 Accounts Payable
7. Acceptance of the August Finance Report
8. Authorization to Cancel Contract with Sorg Farms LLC for Establishing Cover Crop (1-year)
9. Authorization to Cancel Contract with DST LLP for Establishing Cover Crop Crops (3-year)

REGULAR AGENDA

10. Authorization to Provide Final Payment to Sorg Farms LLC under Five Separate Contracts for Establishing Cover Crop (1-year) Action
11. Authorization to Execute Contract with Rodney Weber for Installation of Two Water and Sediment Control Basins Action
12. Authorization to Execute Contract with Caroline Leifeld Trust for Installation of Two Water and Sediment Control Basins Action
13. Authorization to Execute Contract with Square Deal Dairy for Installation of Three Water and Sediment Control Basins Action
14. Authorization to Execute Contract with Steve Devney for Establishing Cover Crop (1-year) Action
15. Authorization to Submit Work Plans and Execute FY2022 and FY2023 Grant Agreement with the Minnesota Board of Water and Soil Resources for Programs and Operations Action
16. Adopt 2022 Fee Schedule Action
17. Adopt Amendments to Employee Policy Manual Action
18. Announcements and Reports
Natural Resources Conservation Service
Dakota County
Vermillion River Watershed Joint Powers Organization

Cannon River Watershed Joint Powers Board
Metropolitan Conservation Districts Joint Powers Board
Minnesota Association of Soil and Water Conservation Districts
District Managers Report
Board of Supervisor Announcements

19. Upcoming Events

Meetings and events listed below are anticipated to be held virtually unless a location is noted. Please contact staff if you have questions about meeting formats and locations since changes are occurring weekly.

- September 9, 2021 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- September 15, 2021 Black Dog Watershed Management Organization Board Meeting
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
- September 15, 2021 Lower Minnesota River Watershed District Board Meeting
Chaska City Hall, Once City Hall Plaza 2nd Floor – 7:00 p.m.
- September 16, 2021 Fall Dakota County Township Officers Meeting
TBD - 7:00 p.m.
- September 23, 2021 Vermillion River Watershed Joint Powers Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington - 1:00 p.m.
- October 6, 2021 Cannon River Watershed Joint Powers Board Meeting
TBD – 9:00 a.m.
- October 6, 2021 North Cannon River Watershed Management Organization Meeting
Eureka Town Hall, 25043 Cedar Avenue – 7:00 p.m.
- October 13, 2021 Lower Mississippi River Watershed Management Organization Meeting – 3:00 p.m.
- October 14, 2021 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.

20. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, August 12, 2021

9:00 a.m.

4100 220th Street W, Suite 102
Farmington, Minnesota

Board Members Present:

Laura Zanmiller, Chair
Kevin Chamberlain, Vice Chair
Jayne Hager Dee, Treasurer
Chelsea Skog, Secretary
Bruce Johnson, Public Information

SWCD Staff Present:

Brian Watson
Lana Rotty
Curt Coudron
Todd Matzke

Others Present:

Michelle Wohlers, NRCS

1. Call to Order and Roll Call

Chair Zanmiller called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Chair Zanmiller led the Board of Supervisors in the Pledge of Allegiance.

3. Audience

Chair Zanmiller asked if there was anyone in the audience that wished to address the Board on an item that is not on the agenda. Nobody came forward.

4. Approval of Agenda

21.070 Motion by Johnson, second by Skog to approve the agenda. All members voting in favor. Motion carried.

CONSENT AGENDA

5. Approval of July 8, 2021 Meeting Minutes

The July 8, 2021 Meeting Minutes were presented.

6. Approval of August 12, 2021 Accounts Payable

The August 12, 2021 Accounts Payable were presented.

7. Acceptance of July 2021 Financial Report

The July 2021 Financial Report was reviewed.

21.071 Motion by Chamberlain, second by Johnson to approve the consent agenda items. All members voting in favor. Motion carried.

REGULAR AGENDA**8. Authorization to Provide Final Payment to The Food Group for Establishing a Cover Crop**

The Food Group has established a cover crop on 85 acres in Eureka Township, Vermillion River Watershed. The project was approved for funding at the March 11, 2021 Board meeting with an incentive payment not to exceed \$2,125. A cover crop of oats was seeded to provide temporary cover, reduce erosion, retain nutrients, and protect soil health.

Supervisor Dee provided information about The Food Group. She noted that they are a local nonprofit focused on using nutritious food to strengthen the community. Their programs include food shelf and meal program support, a healthy and affordable grocery sales program, and an education program for farmers historically underrepresented in ownership and learning to operate organic farm businesses. They believe nutritious food strengthens the community by creating better health outcomes and providing the foundation needed to thrive. She also suggested we acknowledge this partnership in an upcoming newsletter.

21.071 Motion by Dee, second by Johnson to approve final payment to The Food Group for establishment of cover crop in Section 30, Eureka Township, Vermillion River Watershed at \$2,125 from agreements with the Dakota County and the Vermillion River Watershed Joint Powers Organization. Members voting in favor: Chamberlain, Zanmiller, Skog, Johnson, Dee. Motion carried.

9. Authorization to Execute Two Contracts with Bryce Kimmes for Establishing Cover Crop

Bryce Kimmes is proposing to establish a cover crop on 2 different fields. The fields are located in Marshan Township, Vermillion River Watershed and in Hampton Township, Cannon River Watershed. Each field will have a separate contract that will require cover crop establishment for one year. A seeding plan has been prepared and accepted for each field. Under each contract, incentives for establishing the cover crop are as follows: 100 acres not to exceed \$2,500 and 97 acres not to exceed \$2,425.

21.072 Motion by Johnson, second by Chamberlain to execute contracts 21-IPP-33 and 21-IPP-34 with Bryce Kimmes for establishment of cover crop on a total of 197 on two fields, in Section 32, Marshan Township, Vermillion River Watershed and Section 22, Hampton Township, Cannon River Watershed, encumbering \$4,925 based on \$25 per acre on one-year contract from the CY Agreements with Dakota County and Vermillion River Watershed Joint Powers Organization. Members voting in favor: Zanmiller, Skog, Johnson, Dee, Chamberlain. Motion carried.

10. Authorization to Execute Contract with Dave Stein for Establishing Cover Crop

Dave Stein is proposing to establish a cover crop on 40 acres. The field is in Douglas Township, Trout Brook Watershed of the Cannon River. A seeding plan has been prepared and accepted. Based on our adopted cost share policy, a landowner is eligible for up to \$25 per acre on a one-year contract.

21.073 Motion by Chamberlain, second by Johnson to execute contract 21-IPP-40 with Dave Stein for establishment of cover crop on 40 acres in Section 18, Douglas Township, Cannon River Watershed encumbering \$1,000 based on \$25 per acre on one-year contract from the CY Agreements with Dakota County and North Cannon River Watershed Joint Powers Organization. Members voting in favor: Skog, Johnson, Dee, Chamberlain, Zanmiller. Motion carried.

11. Authorization to Execute Contract with Garden Homes Townhouses Association for Installation of Grade Stabilization

Garden Homes Townhouses Association is proposing to construct grade stabilization to repair an eroding gully in the City of Burnsville in the Minnesota River Watershed. An existing undersized structure and failing pipe has resulted in surface water runoff creating a gully through a steep wooded area. The project will use a combination of manholes, pipe, and a rock lined channel to convey the runoff to the base of the slope and reduce future erosion. The total costs of the project are estimated at \$44,000.

21.074 Motion by Dee, second by Johnson to execute contract with Garden Homes Townhouses Association, City of Burnsville, Minnesota River Watershed at 75% cost share, not to exceed \$25,000 from FY21 Metro WBIF-MN River South Grant. Members voting in favor: Johnson, Dee, Chamberlain, Zanmiller, Skog. Motion carried.

12. Authorization to Execute Contract with Rehder and Associates for Engineering Services

Engineered plans have been finalized for the stabilization of an eroding gully located in Douglas Township in the Trout Brook watershed. The engineering plans have been paid for by the landowner. Rehder and Associates had a separate contract with the SWCD that was approved on March 13, 2021 for site survey work. The landowner has requested cost share to construct the grade stabilization. Construction administration services are needed during the installation phase and for final engineering approval at the completion of the project. The project exceeds the technical approval authority levels assigned to the SWCD staff by the NRCS, that are needed for construction oversight and certification of the project. Rehder and Associates was asked to submit a proposal for construction administration services and certification based on their involvement with the design of the project. The total cost estimate provided for construction administration and engineering services is \$9,950 plus reimbursables.

21.075 Motion by Johnson, second by Skog to execute contract with Rehder and Associates for Engineering Services and Construction Administration for the Fasbender Trust project at a total reimbursement cost not to exceed \$11,000. Members voting in favor: Dee, Chamberlain, Zanmiller, Skog, Johnson. Motion carried.

13. Authorization to Execute Contract with Maureen Fasbender Trust for Installation of Grade Stabilization

Maureen J Fasbender Trust is proposing to construct a grade stabilization in Douglas Township, Trout Brook Watershed of the Cannon River. Concentrated flow from over 2 square miles of drainage area has eroded a gully and washed sediment downstream to Trout Brook. The project will stabilize the gully, reduce future erosion, and reduce the amount of sediment reaching Trout Brook. Because the scale of the project exceeds technical approval authority levels assigned to SWCD staff by NRCS, engineering design has been completed by a consulting engineer under contract. The project will also exceed staff's technical approval authority levels that are needed for construction and certification of the project. A separate contract for engineering services during construction has been prepared so the project can be certified by a licensed P.E. when it has been completed to specifications. Also due to the scale and cost of the project, a customized cost share agreement has been developed. This agreement has been reviewed and approved by the Dakota County Attorney Office and reviewed by BWSR staff for compliance with State grant and project requirements. The project designated as a Priority Location based on cost-effectiveness. As a Priority Location, the project is eligible for up to 90% cost share. Total project cost is estimated at \$115,000.

Dee asked if there are neighbors that will benefit from this project. Coudron replied that there will be no benefit to the upstream neighbors; however, there will be a big benefit to the Dakota County trout stream which is located downstream from this project. Chamberlain acknowledged the Fasbender's for their contributions as this project and their other projects are benefitting the Miesville Ravine Park Reserve. Watson noted that Dakota County Parks and the SWCD have an executed agreement to provide \$60,000 to be used with the 2018 CWF Trout Brook Grant. Matzke stated that Fasbender's have constructed many

projects, including a wildlife pond, WASCBs, waterways, native grass plantings, other structures, and farmable practices. They also have land enrolled in the Conservation Reserve Program.

21.076 Motion by Johnson, second by Chamberlain to execute contract with Maureen Fasbender Trust for Swale Stabilization project in Section 22, Douglas Township, Trout Brook Watershed, Cannon River Watershed at 90% cost share, not to exceed \$103,500 from CWF 2018 Trout Brook Grant. Members voting in favor: Chamberlain, Zanmiller, Skog, Johnson, Dee. Motion carried.

14. Selection of 2021 Outstanding Conservation Cooperator

Each year a selection is made to identify a landowner or entity that has made a significant contribution to protecting our land and water resources. Staff has identified several candidates for this award, and we will provide information on their accomplishments at the meeting. The selected Outstanding Conservation Cooperator will be invited to a future SWCD Board meeting and will be invited to participate in the Minnesota Association of Soil and Water Conservation Districts annual program in December.

Watson presented information on candidates for the award.

21.077 Motion by Chamberlain, second by Johnson to select the City of Burnsville as the 2021 Outstanding Conservation Cooperator. All members voting yes. Motion carried.

15. Adopt Amendments to Employee Policy Manual

Proposed changes to the Employee Policy Manual have been considered. Changes were coordinated with Dakota County Employee Relations, Risk Management, and Attorney's Office. Several minor changes were made to correct grammar errors, improve formatting, and provide clarity on terminology. The more significant changes include:

- Changes to the Employee Workday section to include a Remote Work Schedule option
- Clarifying Overtime/Compensatory Time section for exempt and nonexempt employees
- Deleting the Leave of Absence section and replacing with Flex Leave that references County Policy 3241
- Deleting Medical and Dental Insurance Continuation section as it is covered under State Statute.

Watson further reviewed the proposed amendments. Dee questioned the Overtime/Compensatory Time section, specifically the payment for balances at the end of the year. She suggested providing a copy with the proposed changes, as opposed to the copy with deletions and additions inter-mixed.

Watson stated that he will provide an updated copy of the Employee Policy Manual without deletions and additions at the next meeting.

16. Announcements and Reports

Natural Resources Conservation Service

Michelle Wohlers provided the NRCS report. She stated that they have 44 active contracts and there are two staff to manage those contracts. For 2021, 11 contracts have been obligated totaling \$133,595. They were informed that five additional applications for the 2021 EQIP were pre-approved and they will get those obligated as soon as possible. They received 10 applications for the General Conservation Reserve Program (CRP) and 8 applications for the Continuous CRP sign-up. With the drought, they have been receiving many questions from landowners enrolled in CRP regarding haying and grazing. An offer was made to a candidate for the Soil Conservationist vacancy in Farmington; however, they declined the position. Michelle and Matt Schaar have both been working in the office, wearing masks, and are encouraged to telework. Clients must call for appointments and are able to meet in the hallway, or in the field. A new lease is in process and that includes space to meet with clients.

Chamberlain asked who makes the decision on clients requiring appointments and where they can meet. Wohlers stated that the Secretary of Agriculture makes the decision on masking and meeting. She added that COVID-19 vaccines will be mandatory for Federal employees, details are forth coming.

Watson stated that Brandon Dahl, FSA CED, has scheduled a meeting with local SWCDs to discuss drought conditions on Monday, and wanted to ensure Wohlers was aware of the meeting.

Dakota County

There was no Dakota County report.

Vermillion River Watershed Joint Powers Organization

There was no Vermillion River Watershed Joint Powers Organization report.

Cannon River Watershed Joint Powers Board

There was not Cannon River Watershed Joint Powers Board report.

Metropolitan Conservation Districts Joint Power Board

There was no Metropolitan Conservation District Joint Powers Board report. The next meeting is scheduled for August 25.

Minnesota Association of Soil and Water Conservation Districts

Dee stated that a Resolution Committee meeting is scheduled for next Tuesday.

District Manager Reports

Watson stated that the Delta variant is changing things again, masking is now required for all staff and visitors. Watson stated that the MASWCD – Metro Area has a tour scheduled for September 21 but discussion is occurring on whether that tour will be cancelled. Watson questioned if we want to hold a tour on one of the Outdoor Education Days (OED), the consensus was not to hold a legislative tour this year. Watson stated that the teachers have indicated that they would like to participate, so we are moving forward with the OEDs. The University of Minnesota Rosemount Outreach Center will be having their summer tour, however, no bus, and the program will be a series of presentations outside at Whitetail Woods Regional Park to allow for social distancing. Dee added that a BWSR tour is scheduled for next week and that includes busing those participating.

Board of Supervisors Reports

Zanmiller reported that Leslie Pilgrim is hosting a garden tour this Saturday, if anyone is interested in attending, please see her for details.

20. Upcoming Events

The upcoming events were reviewed.

21. Adjourn

21.078 Motion by Johnson, second by Chamberlain to adjourn the meeting. All members voting in favor. Motion carried.

The meeting was adjourned at 10:30 a.m.

Respectfully submitted,

Chelsea Skog
Secretary

**Dakota County SWCD
Income and Expense Summary**

August 2021

	Current Month	Year to Date
Income		
County Revenues	\$27,608.50	\$345,714.03
State Revenues	\$0.00	\$213,780.84
Local Revenues	\$0.00	\$192,841.17
Miscellaneous Funds	\$15.30	\$3,500.06
Charges for Services	<u>\$325.00</u>	<u>\$9,737.50</u>
Total Income	\$27,948.80	\$765,573.60
Expense		
County Expenses	\$1,625.00	\$4,975.50
State Expenses	\$0.00	\$59,297.50
Local Expenses	\$2,250.00	\$19,965.50
Operating Expenses	\$2,286.79	\$20,766.26
Payroll/Personnel Expenses	\$96,133.28	\$818,080.30
Project Expenses	<u>\$10.96</u>	<u>\$2,397.97</u>
Total Expense	\$102,306.03	\$925,483.03
Revenues Over/-Under Expenditures	<u>-\$74,357.23</u>	<u>-\$159,909.43</u>

Dakota County SWCD

Balance Sheet

August 2021

ASSETS:

Cash in Checking - Castle Rock	\$26,994.93
Cash in Savings - Castle Rock	\$593,152.69
Cash in Checking - Vermillion Bank	\$28,649.40
Certificate of Deposit - Vermillion Bank	\$400,472.05
Petty Cash	<u>\$100.00</u>
Total Cash:	\$1,049,369.07

Accounts Receivable:

BWSR - DC Drinking Water Grant	Final 10% of Grant - 2020	\$6,040.72	
BWSR - DC Drinking Water Grant	Final 10% of Grant - 2021	\$268.77	
DC Vermillion River Watershed JPO	Invoice for Services - Q2 2021	\$44,835.09	
DC Transportation	Invoice for Services - Q1 2021	\$1,320.00	
DC Transportation	Invoice for Services - Q2 2021	\$480.00	
Lower Mississippi River WMO	Invoice for Services - Q2 2021	\$17,700.77	
Lower Mississippi River WMO WBF	Invoice for Services - Q2 2021	\$189.48	
MCD Cannon River Direct SWA	Invoice for Services - 2020	\$9,597.93	
MCD Cannon River Direct SWA	Invoice for Services - 2021	\$7,402.07	
MCD Hosting	Invoice for Services - Q1 2021	\$6,273.35	
MCD Hosting	Invoice for Services - Q2 2021	\$4,026.64	
MCD MAWQCP	Invoice for Services - Q2 2021	\$1,633.49	
NCR WMO WBF	Invoice for Services - Q2 2021	<u>\$8,686.71</u>	\$108,455.02

TOTAL ASSETS:

\$1,157,824.09

LIABILITIES AND EQUITY:

Unearned Revenue:

Buffer Law Funds 2020	\$14,638.10	
Buffer Law Funds 2021	\$17,200.00	
Conservation Delivery 2020	\$3,303.60	
Conservation Delivery 2021	\$21,240.00	
CWF 2018 Trout Brook Watershed Projects	\$41,040.14	
Local Capacity Services 2020	\$9,909.73	
Local Capacity Services 2021	\$98,893.62	
Met Council WOMP Funds	\$13,318.96	
NRBG Wetland Conservation Act 2021	\$17,046.32	
State Cost Share 2020	\$2,612.28	
State Cost Share 2021	\$22,054.00	
WBIF 2019 Dakota SWCD	\$671.90	
WBIF 2019 LM River WD	\$32,725.00	
WBIF 2021 Cannon River	\$147,559.18	
WBIF 2021 Miss River East	\$16,283.00	
WBIF 2021 MN River South	\$25,000.00	
WBIF 2021 Vermillion River	\$41,464.85	
DC Annual Operating Allocation	<u>\$110,434.00</u>	\$635,394.68

Total Liabilities:

\$635,394.68

Fund Balance Beginning of Year	\$682,338.84
Current Net Increase/-Decrease	<u>-\$159,909.43</u>
Fund Balance End of Current Period	\$522,429.41

TOTAL LIABILITIES AND EQUITY:

\$1,157,824.09

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 9/9/2021

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorization to cancel contract with Sorg Farms LLC for the installation of a cover crop (one-year).

SUMMARY:

Sorg Farms LLC was originally approved for six separate one-year cover crop contracts at the May 13, 2021 Board meeting. One of the six contracts for inter-seeding a cover crop into standing corn did not get planted and will not meet the October 15th deadline. Sorg Farms has requested cancellation of the contract.

The project was proposed in Ravenna Township, Vermillion River Watershed with an incentive payment of \$1,300 for 52 acres of cover crop.

EXPLANATION OF FISCAL/FTE IMPACT:

Funding was provided under our annual agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization. The \$1,300 of encumbered funds will be returned to these funding sources and will be available for other projects.

Supporting Documents:
None

Previous Board Action:
Motion 21.036 on 5/13/2021
Authorization to Execute Contract

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 9/9/2021

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorization to cancel contract with DST LLP for the installation of cover crops (three-year).

SUMMARY:

DST LLP (Scott Weber) was originally approved for a three-year cover crop contract at the May 13, 2021 Board meeting. DST LLP has received alternative funding from the NRCS to install cover crops on this field. Cover crops are still planned to be installed, but the field is no longer eligible for funding through the SWCD because the field will be receiving funding through a different program.

The project was proposed in Douglas Township, Cannon River Watershed with an incentive payment of \$4,200 for 40 acres of cover crop over 3 years.

EXPLANATION OF FISCAL/FTE IMPACT:

Funding was provided through the FY21 Metro Watershed Based Implementation grant for the Cannon River. The \$4,200 of encumbered funds will be returned to this funding source and will be made available for other projects.

Supporting Documents:

None

Previous Board Action:

Motion 21.039 on 5/13/2021

Authorization to Execute Contract

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 9/9/2021

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorization to provide final payment of \$7,925 to Sorg Farms LLC under 5 separate contracts for the establishment of a cover crop (one-year).

SUMMARY:

Sorg Farms LLC has completed the establishment of a cover crop on 317 acres in Nininger and Ravenna Townships located in the Vermillion River Watershed. The projects were approved for funding at the May 13, 2021 Board meeting with an incentive payment not to exceed \$25 per acre.

Under each contract, incentives for establishing the cover crop include:

- 50 acres at \$1,250
- 58 acres at \$1,450
- 100 acres at \$2,500
- 43 acres at \$1,075
- 66 acres at \$1,650

A cover crop of annual rye, clover, and oats was inter-seeded into standing corn to provide temporary cover, reduce erosion, retain nutrients, and protect soil health. Project installation has been certified by staff.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds have been encumbered and are available through annual agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

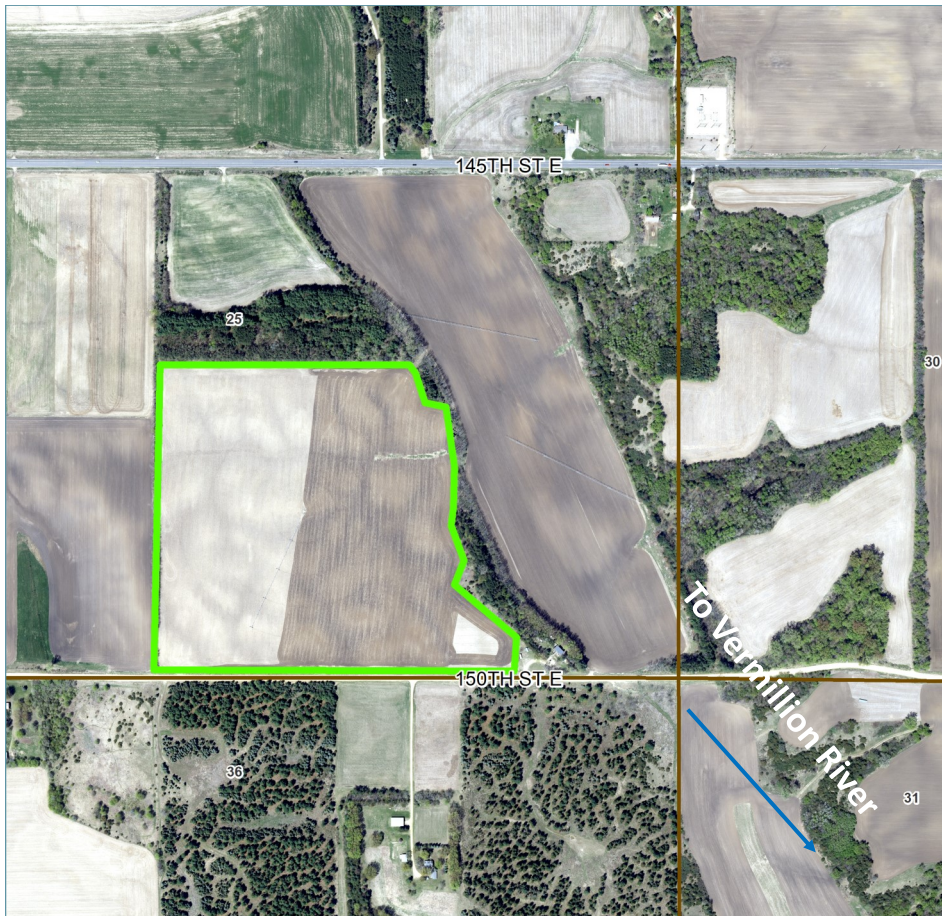
21-IPP-14 Sorg Farms LLC CC Factsheet
21-IPP-15 Sorg Farms LLC CC Factsheet
21-IPP-17 Sorg Farms LLC CC Factsheet
21-IPP-18 Sorg Farms LLC CC Factsheet
21-IPP-19 Sorg Farms LLC CC Factsheet

Previous Board Action:

Motion 21.036 on 5/13/2021
Authorization to Execute
Contracts



SORG FARMS LLC COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 1 ton of sediment per year prevented from traveling downstream
- 3 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

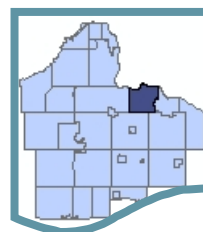
- Summer 2021

PROJECT: Four cover crop species were interseeded into 50 acres of corn at approximately V6 growth stage. The cover crop will continue to provide temporary cover, reduce erosion, retain nutrients, and protect soil health after corn harvest.

FUNDING: Incentive Amount: \$1,250
(50 acres X \$25 per acre X 1 year)



LOCATION:
Nininger Township



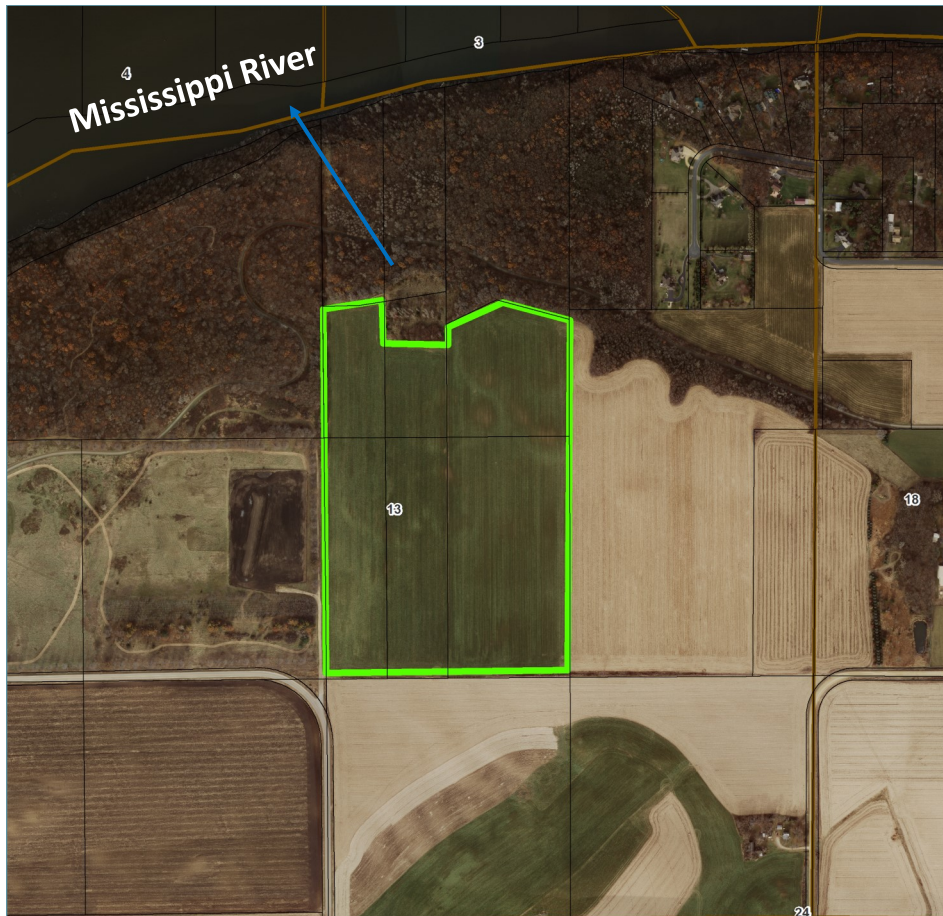


Annual ryegrass, sweet clover, red clover, and oats were interseeded in early June.

Photo was taken in late August.



SORG FARMS LLC COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 4 tons of sediment per year prevented from traveling downstream
- 7 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Mississippi River

INSTALLATION:

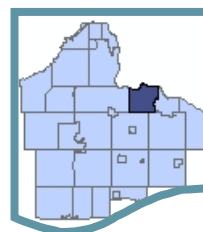
- Summer 2021

PROJECT: Four cover crop species were interseeded into 58 acres of corn at approximately V6 growth stage. The cover crop will continue to provide temporary cover, reduce erosion, retain nutrients, and protect soil health after corn harvest.

FUNDING: Incentive Amount: **\$1,450**
(58 acres X \$25 per acre X 1 year)



LOCATION:
Nininger Township

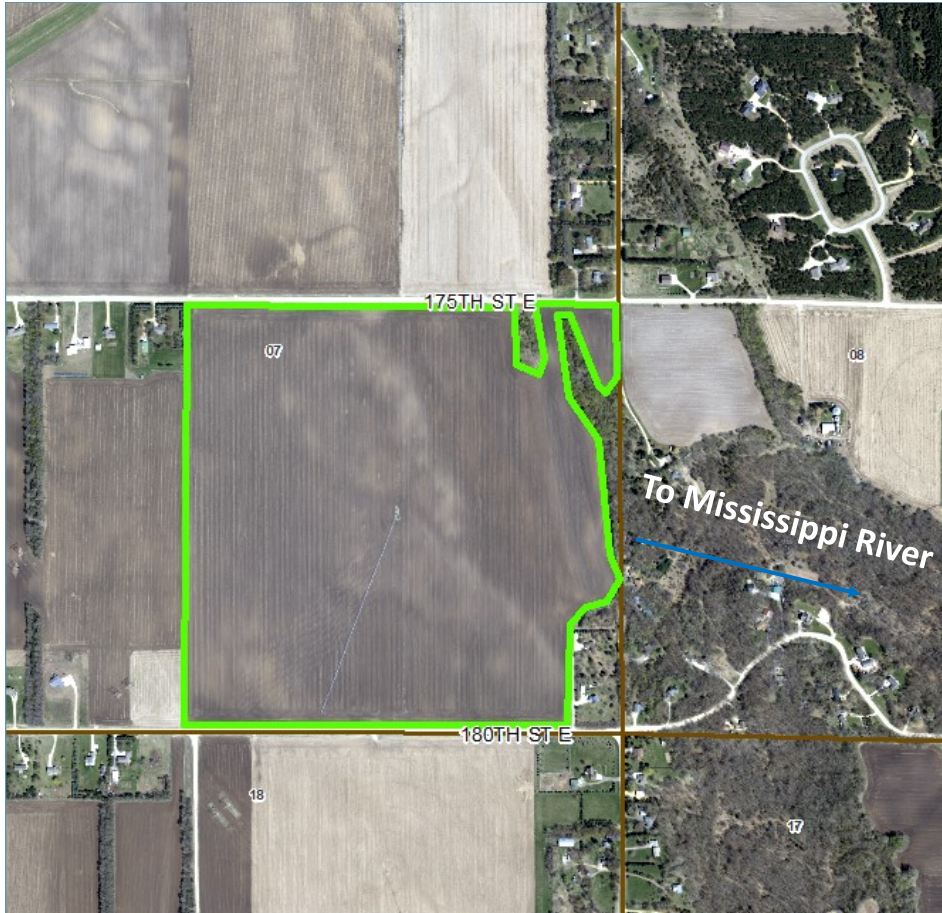




Annual ryegrass, sweet clover, red clover, and oats were interseeded in early June.

Photo was taken in late August.

SORG FARMS LLC COVER CROP

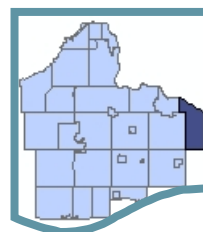


PROJECT: Four cover crop species were interseeded into 147 acres of corn at approximately V6 growth stage. The cover crop will continue to provide temporary cover, reduce erosion, retain nutrients, and protect soil health after corn harvest.

FUNDING: Incentive Amount: **\$2,500**
(100 acres X \$25 per acre X 1 year)



LOCATION:
Ravenna Township



PRACTICE:

- Cover Crop

BENEFITS:

- 5 tons of sediment per year prevented from traveling downstream
- 10 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Mississippi River

INSTALLATION:

- Summer 2021



Annual ryegrass, sweet clover, red clover, and oats were interseeded in early June.

Photo was taken in late August.

SORG FARMS LLC COVER CROP

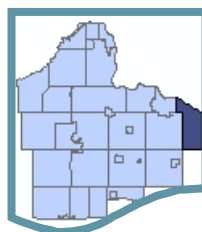


PROJECT: Four cover crop species were interseeded into 43 acres of corn at approximately V6 growth stage. The cover crop will continue to provide temporary cover, reduce erosion, retain nutrients, and protect soil health after corn harvest.

FUNDING: Incentive Amount: **\$1,075**
(43 acres X \$25 per acre X 1 year)



LOCATION:
Ravenna Township



PRACTICE:

- Cover Crop

BENEFITS:

- 1 ton of sediment per year prevented from traveling downstream
- 3 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Mississippi River

INSTALLATION:

- Summer 2021

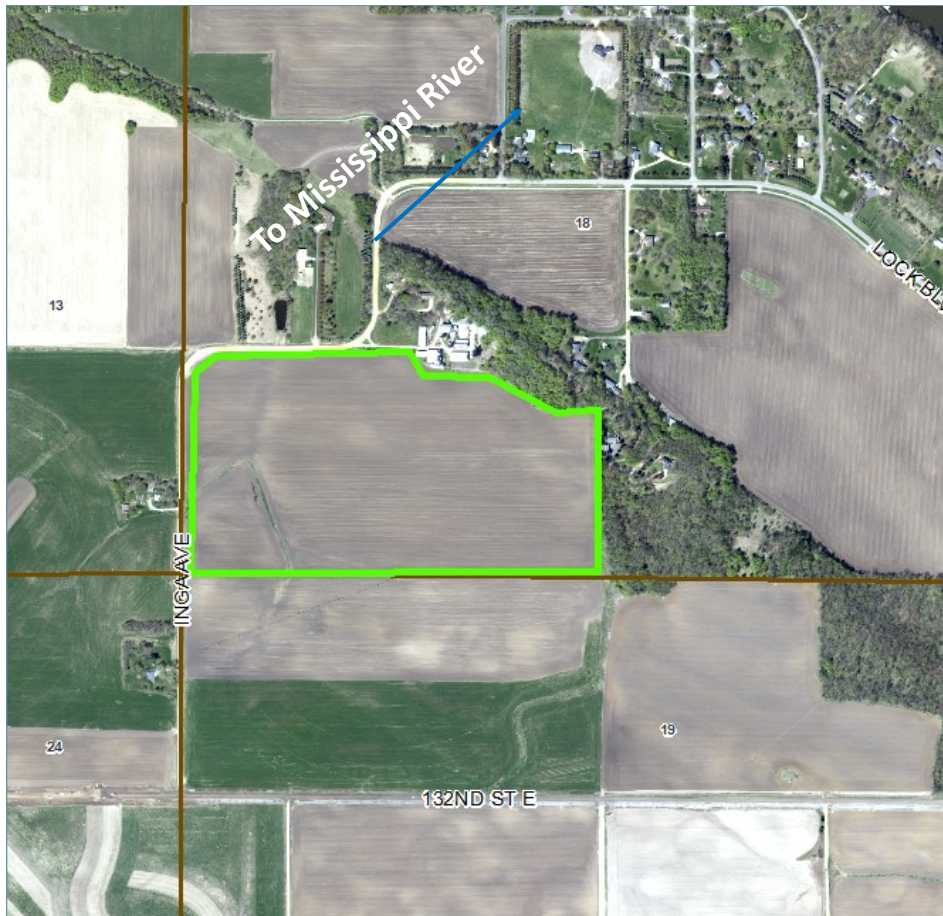


Annual ryegrass, sweet clover, red clover, and oats were interseeded in early June.

Photo was taken in late August.



SORG FARMS LLC COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 4 tons of sediment per year prevented from traveling downstream
- 8 lbs. of phosphorous per year prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Mississippi River

INSTALLATION:

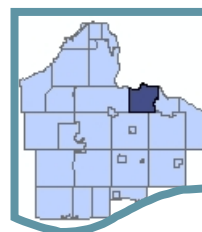
- Summer 2021

PROJECT: Four cover crop species were interseeded into 66 acres of corn at approximately V6 growth stage. The cover crop will continue to provide temporary cover, reduce erosion, retain nutrients, and protect soil health after corn harvest.

FUNDING: Incentive Amount: \$1,650
(66 acres X \$25 per acre X 1 year)



LOCATION:
Nininger Township





Annual ryegrass, sweet clover, red clover, and oats were interseeded in early June.

Photo was taken in late August.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 9/9/2021

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Rodney Weber not to exceed \$20,850 for the installation of 2 water and sediment control basins.

SUMMARY:

Rodney Weber is proposing to construct 2 water and sediment control basins in Douglas Township, Trout Brook Watershed of the Cannon River. The basins will capture surface water runoff and convey it through underground outlets to reduce future erosion and sedimentation.

Total costs of the project are estimated at \$27,800. Staff is recommending approval at 75% cost share not to exceed \$20,850.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds to install the project are available through the North Cannon River Watershed Management Organization's FY19 Watershed Based Implementation grant, the FY18 Trout Brook Watershed Initiative grant, and our annual agreement with Dakota County.

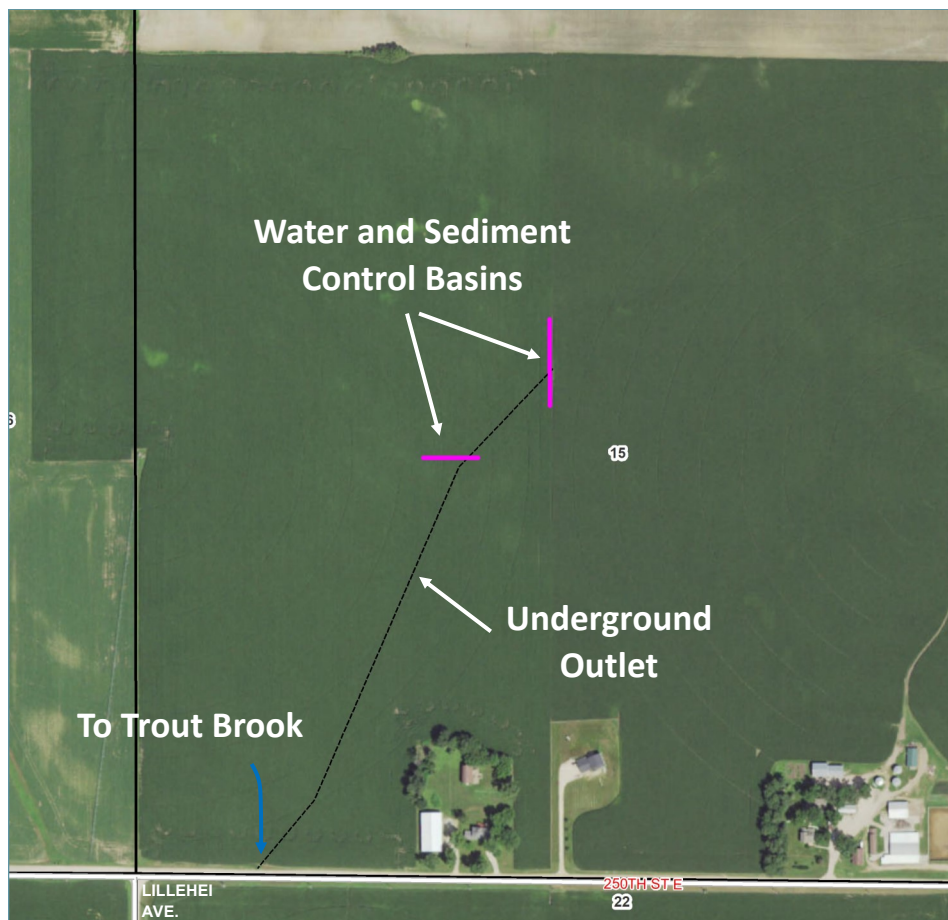
Supporting Documents:
21-IPP-36 Weber, Rodney WASCBs Factsheet

Previous Board Action:
None



RODNEY WEBER

WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Water and Sediment Control Basins

BENEFITS:

- 60 tons of sediment per year prevented from traveling downstream
- 60 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Minnesota Board of Water and Soil Resources
- North Cannon River Watershed Management Organization

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Trout Brook

INSTALLATION:

- Fall 2021

PROJECT: A gully forms annually due to erosion from surface water runoff. Two water and sediment control basins will be constructed to capture runoff, convey the runoff through an underground outlet, and reduce future erosion.

FUNDING:	Estimated Project Cost:	\$27,800
	Cost Share Amount:	\$20,850
	Landowner Amount	\$6,950

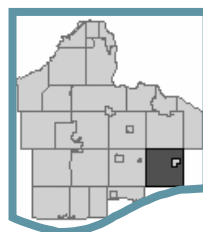


North Cannon River
Watershed Management Organization



Clean Water Fund:
Protecting and restoring
Minnesota's waters for
generations to come.

LOCATION:
Douglas Township



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 9/9/2021

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Caroline Leifeld Trust not to exceed \$8,625 for the installation of 2 water and sediment control basins.

SUMMARY:

Caroline (Carol) Leifeld is proposing to construct 2 water and sediment control basins in Douglas Township, Trout Brook Watershed of the Cannon River. The basins are part of a joint project with the adjacent landowner, Scott Weber. The basins will capture surface water runoff and convey it through underground outlets to reduce future erosion and sedimentation.

Total costs of the project are estimated at \$11,500. Staff is recommending approval at 75% cost share not to exceed \$8,625.

EXPLANATION OF FISCAL/FTE IMPACT:

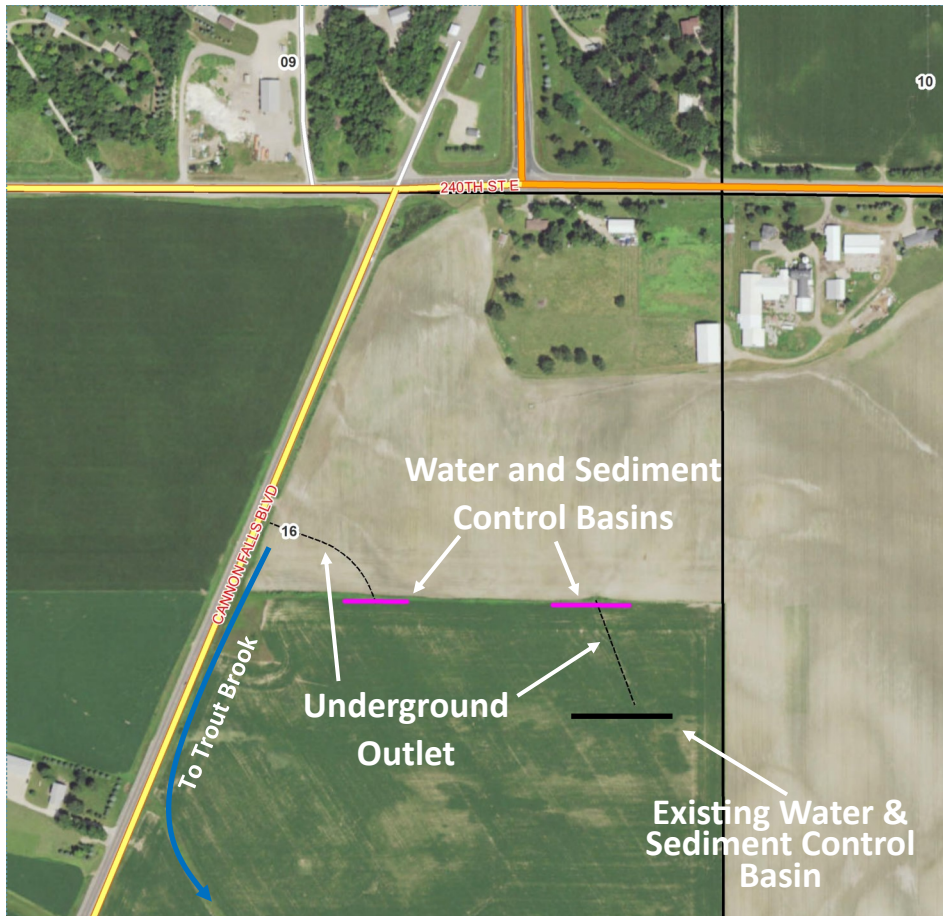
Project funds to install the project are available through the North Cannon River Watershed Management Organization's FY19 Watershed Based Implementation grant, FY18 Trout Brook Watershed Initiative grant, and our annual agreement with Dakota County.

Supporting Documents:
21-IPP-37 Caroline Leifeld Trust WASCBs Factsheet

Previous Board Action:
None

CAROLINE LEIFELD TRUST

WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Water and Sediment Control Basins

BENEFITS:

- 21 tons of sediment per year prevented from traveling downstream
- 21 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Minnesota Board of Water and Soil Resources
- North Cannon River Watershed Management Organization

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Trout Brook

INSTALLATION:

- Fall 2021

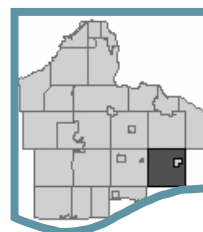
PROJECT: Two water and sediment control basins will be constructed to capture runoff, convey the runoff through an underground outlet, and reduce future erosion. The west basin drains to Highway 20. The east basin connects to an existing underground outlet.

FUNDING:	Estimated Project Cost:	\$11,500
	Cost Share Amount:	\$8,625
	Landowner Amount	\$2,875



Clean Water Fund:
 Protecting and restoring
 Minnesota's waters for
 generations to come.

LOCATION:
 Douglas Township



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 9/9/2021

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Square Deal Dairy not to exceed \$31,125 for the installation of 3 water and sediment control basins.

SUMMARY:

Square Deal Dairy (Blake Otte) is proposing to construct 3 water and sediment control basins in Hampton Township. North Byllesby Watershed of the Cannon River. The basins will capture surface water runoff and convey it through underground outlets to reduce future erosion and sedimentation.

Total costs of the project are estimated at \$41,500. Staff is recommending approval at 75% cost share not to exceed \$31,125.

EXPLANATION OF FISCAL/FTE IMPACT:

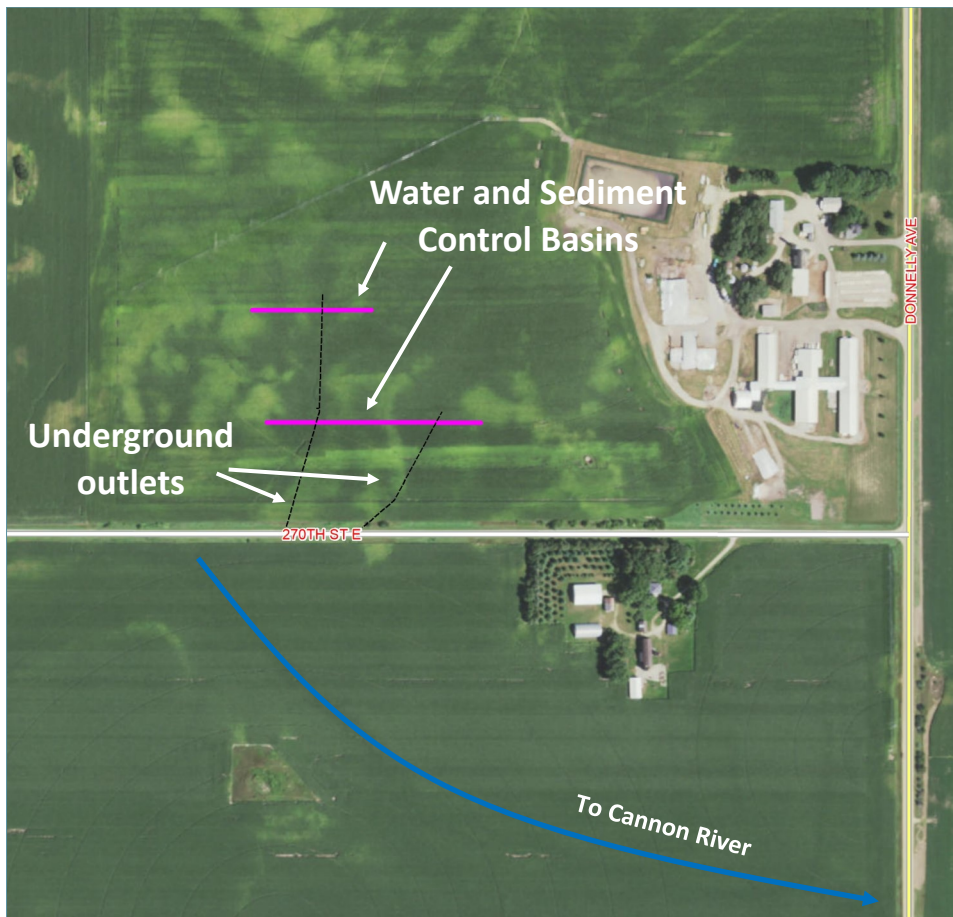
Project funds to install the project are available through the North Cannon River Watershed Management Organization's FY19 Watershed Based Implementation grant and our annual agreement with Dakota County.

Supporting Documents:
21-IPP-39 Square Deal Dairy Factsheet

Previous Board Action:
None



SQUARE DEAL DAIRY WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Water and Sediment Control Basins

BENEFITS:

- 65 tons of sediment per year prevented from traveling downstream
- 65 lbs. of phosphorous per year prevented from traveling downstream

PARTNERS:

- Minnesota Board of Water and Soil Resources
- North Cannon River Watershed Management Organization

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Cannon River

INSTALLATION:

- Fall 2021

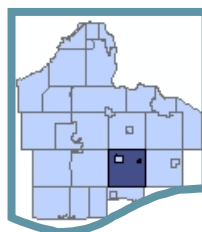
PROJECT: Construct three water and sediment control basins to eliminate a reoccurring annual gully.

FUNDING:	Estimated Project Cost:	\$41,500
	Cost Share Amount:	\$31,125
	Landowner Amount	\$10,375



Clean Water Fund:
Protecting and restoring
Minnesota's waters for
generations to come.

LOCATION:
Hampton Township



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 9/9/2021

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of contract with Steve Devney not to exceed \$750 for the establishment of a cover crop.

SUMMARY:

Steve Devney is proposing to establish a cover crop on 30 acres. The field is located in the City of Lakeville, Vermillion River Watershed.

A seeding plan has been prepared and accepted. Based on our adopted cost share policy, a landowner is eligible for up to \$25 per acre on a one-year contract. SWCD staff will certify cover crop establishment after installation.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our annual agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

21-IPP-41 Devney, Steve CC Factsheet

Previous Board Action:

None



STEVE DEVNEY COVER CROP



PRACTICE:

- Cover Crop

BENEFITS:

- 4 tons of sediment prevented from traveling downstream
- 6 lbs. of phosphorous prevented from traveling downstream
- Reduced leaching of nitrate into groundwater on highly vulnerable and sensitive soils
- Retained nutrients and improved soil health.

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- Vermillion River

INSTALLATION:

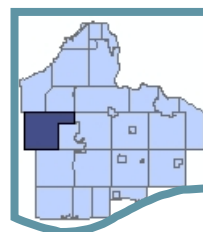
- Fall 2021

PROJECT: A winter cereal rye cover crop will be planted on 30 acres following soybean harvest. The cover crop will provide erosion control, reduce weed pressure, and prevent nutrient leaching.

FUNDING: Incentive Amount: \$750
(30 acres X \$25 per acre X 1 year)



LOCATION:
City of Lakeville



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**Regular Agenda**

Request for Board Action

Voice Vote

Meeting Date: 9/9/2021

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize submittal of work plans and execution of FY2022 and FY2023 grant agreement with the Minnesota Board of Water and Soil Resources for Programs and Operations.

SUMMARY:

Through legislative appropriations from the State's general fund to the Minnesota Board of Water and Soil Resources (BWSR), a grant agreement for FY2022 and FY2023 allocations to SWCDs for the delivery of programs and operations are now available. There are two programs and two fiscal years involve 4 separate work plans under one grant agreement.

Funding levels identified within each of the grant programs and for each fiscal year have not changed from previous years. The allocation amounts to the Dakota SWCD under these two grant programs and for each fiscal year include:

State Cost Share Program	FY 2022 - \$22,054	FY 2023 - \$22,054
Conservation Delivery Program	FY 2022 - \$21,240	FY 2023 - \$21,240

These legislative appropriations provide grants to SWCDs for Conservation Delivery (general administration) and Erosion Control and Water Management (state cost share). Conservation Delivery Program grants to each SWCD in Minnesota range from \$18,037 to \$29,596 with an average amount of \$19,396 to each SWCD. State Cost Share Program grants to each SWCD in Minnesota range from \$4,141 to \$36,814 with an average amount of \$13,187 to each SWCD.

Conservation Delivery funds will be used for general administration and operations and to supplement County Levy appropriations. State Cost Share funds will be used to provide landowner cost share in accordance with State policy and Dakota SWCD cost share policy. Up to 20% of State Cost Share program funds can be used to offset staff time for technical and administrative tasks associated with voluntary landowner projects and contracts.

Under the State Cost Share Program, there is an option to use the full allocation amount for technical and administrative tasks rather than landowner cost share. We have utilized this option in the past but staff is not recommending this option for the FY2022 and FY2023 State Cost Share Program allocations. If necessary, staff will pursue amending the work plans under the State Cost Share program if additional technical and administrative assistance should be needed.

There are no local match requirements associated with these two Programs and Operations Programs. Both programs and fiscal years are combined into one grant agreement that expires December 31, 2024. The total grant agreement amount is \$86,588.

EXPLANATION OF FISCAL/FTE IMPACT:

Revenues from the grant will be incorporated into staff work plans for calendar year 2022 and 2023.

Supporting Documents:

FY2022 and FY2023 SWCD Programs and Operations Grant Agreement

Previous Board Action:

N/A

**FY 2022 & FY2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
SWCD PROGRAMS & OPERATIONS GRANT AGREEMENT**

Vendor:	0000202402
PO#:	3000013691

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Dakota SWCD, 4100 220th Street W, Suite 102 Farmington Minnesota 55024** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P22-5498	2022 - Conservation Delivery (Dakota SWCD)	\$21,240
P23-5588	2023 - Conservation Delivery (Dakota SWCD)	\$21,240
P22-5678	2022 - State Cost-Share Fund (Dakota SWCD)	\$22,054
P23-5768	2023 - State Cost-Share Fund (Dakota SWCD)	\$22,054

Total Grant Awarded: \$86,588

Recitals

1. This Grant Agreement is for the FY 2022 and 2023 Conservation Delivery and State Cost-Share grants.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Article 1, Section 4(b), appropriated funds to the Board for the FY 2022 and 2023 SWCD Conservation Delivery Grants.
3. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Article 1, Section 4(d)(2), appropriated funds to the Board for the FY 2022 and 2023 State Cost-Share Grants.
4. The Board adopted Board Order #21-18 to authorize and allocate funds for the FY 2022 and 2023 SWCD Programs & Operations Grants (Conservation Delivery and State Cost-Share).
5. The Grantee represents that it is duly qualified to receive these grants and agrees to perform all services described in this grant agreement to the satisfaction of the Board.
6. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant agreement.

Authorized Representative

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

The Grantee’s Authorized Representative is: **District Manager
4100 220th Street West, Suite 102
Farmington, MN 55024
651-480-7778**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantees 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 State 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, 2024, 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 Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

2.1. **Implementation:** The Grantee will abide by the *Erosion Control and Water Management Program Policy* for the State Cost Share Grant and the *SWCD Conservation Delivery and Capacity Grants Policy* for the Conservation Delivery Grant.

2.2. **State Cost Share Work Plan:** The Grantee shall submit a work plan for their annual grant request for the State Cost Share Grant as required under Minn. Stat. § 103C.501.

2.3. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.3.1. 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.

2.3.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.3.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2025, or within 30 days of expenditure of all grant funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

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

4. **Terms of Payment.**

4.1. All FY 2022 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2023 grant funds will be distributed as soon as is practicable, after the start of fiscal year 2023. **FY 2023 grant funds may not be spent before they are received.**

4.2. All costs must be incurred within the grant period.

4.3. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

4.5. 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.**

5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, policies, ordinances, rules, and regulations. All Grantees must follow the Grants Administration manual policy, procedure, guidance and the *Erosion Control and Water Management Policy for the State Cost-Share grant and the SWCD Conservation Delivery and Capacity Grant Policy* for the Conservation Delivery grant. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, state or local law.

5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been 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 agreement or any amendments thereto.

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

6.4. **Grant Contract Agreement Complete.** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

7. **Liability.**

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

8. **State Audits.**

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

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

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

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

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

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

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

13. **Termination.**

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

13.2. The Board may immediately terminate this grant contract if the Board finds that there has been a failure to comply with the provisions of this grant contract, 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.

14. **Data Disclosure.**

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

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

18. Signage.

It is the responsibility of the Grantee to comply with the 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:

Dakota SWCD

Board of Water and Soil Resources

Brian Watson

By:

(print)

(signature)

(signature)

District Manager

Title:

August 09/09/2021

Date:

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**Regular Agenda**

Request for Board Action

Voice Vote

Meeting Date: 9/9/2021

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt 2022 Fee Schedule

SUMMARY:

Annually a fee schedule is adopted to establish charges for services and for rental equipment. Several change are being recommended including:

- Increasing hourly fee from \$80/hour to \$85/hour
- Increasing or adding delivery fees for rental equipment
- Increasing fees associated with the processing Minnesota Wetland Conservation Act applications.

Our hourly fee has not been increased since 2017. The increase (6.2%) is necessary to offset actual staff and overhead costs under our service agreements.

Rental equipment delivery charges have been increased to reflect actual staff time to provide these services. We currently do not have a whirlybird 3-point hitch seeder for rent but we are discussing the purchase of this type of seeder or potentially utilizing an existing seeder within County fleet.

We have not received an increase in State funds to implement the Minnesota Wetland Conservation Act (WCA) since 2012 and we actually had a substantial decrease in State funding to implement WCA in 2011. The net difference was approximately \$8,000 less in State funds from what we received in 2010 or a 10% reduction. Staff also conducted research on what other metro and neighboring counties are charging for processing WCA applications. The proposed fees for 2022 are more consistent with what others are charging across the metro area and will bring us closer to a “no net cost” for the SWCD to implement this State mandate.

The adopted fee schedule is part of the overall budgeting process and establishes the parameters for developing annual work plans and agreements with our partners as well the amount charged for services.

EXPLANATION OF FISCAL/FTE IMPACT:

None – the adopted fee schedule will be used to develop the 2022 budget.

Supporting Documents:

Draft 2022 Fee Schedule

Previous Board Action:

None



DRAFT

2022 Fee Schedule

Technical Assistance	Fee	Description/Notes
General Services	\$80/hour \$85/hour	Hourly rate will be used for scope of services described under annual service agreements.
Minnesota Board of Water and Soil Resources Grants (billable rates)	See current BWSR Policy.	For applicable BWSR grants otherwise hourly fee under General Services applies.
Conservation Plans required under State Statute	\$500	Examples include but not limited to: Minnesota Department of Agriculture Form AG-01313 Metropolitan Ag. Preserves Program Green Acres Program
Equipment Rental	Fee	Description/Notes
Truax No-till Drill	\$100 -\$200 delivery and setup \$15/acre	10.5 foot drill used for native prairie, pasture, alfalfa or clover establishments. Eight inch spacing between each planting row. Tractor of at least 60 horsepower and four hydraulic couplers required to operate drill.
Whirlybird seeder and Crimper	\$100 delivery and setup Fee may be waived if part of SWCD approved activity	Whirlybird style 3-point hitch seeder TBD Crimper is 8-foot and used to disc straw into soil as mulch and stabilize soils.
Hand Seeder and Tree Spades	\$50 refundable deposit. Deposit may be waived if part of an SWCD approved activity.	Broadcast seeder used for native prairie establishment on small acreage. Tree Spades used for planting seedlings.

Wetland Conservation Act Services when Serving as Administrator via LGU Resolution	Fee	Description/Notes
Wetland Determination Request	\$0	Provide off-site wetland determination Provide base map showing potential wetlands Provide recommendation on need for further field analysis
Wetland Delineation and Boundary Application	\$300 \$500	Review application for completeness Provide WCA notice of application Provide WCA notice of decision
No Loss or Exemption Application	\$300 \$500	Review application for completeness Provide WCA Notice for comment Provide WCA Notice of Decision
Wetland Replacement Plan Application After-The-Fact Applications	\$500 \$750 \$1,000 \$1,500	Review application for completeness Provide WCA Notice for comment Provide WCA Notice of Decision
Wetland Bank Plan Application	\$500 \$750	Review application for completeness Provide WCA Notice for comment Provide WCA Notice of Decision
Wetland Monitoring Reports	\$300	Review annual reports for completeness Prepare correspondence for LGU signature Facilitate TEP signatures for Certificate of Compliance Provide recommendation to LGU for non-compliance
Commercial Pesticide Applicators Exams	Fee	Description/Notes
Processing Fee	\$25 \$75	Applies to anyone testing at the Dakota SWCD office who wishes to have test results mailed to Minnesota Department of Agriculture
Printing Services	Fee	Description/Notes
Individual Prints (minimum charge) Draft Quality Prints High Quality Prints	\$25 \$2.50/sq.ft \$3.50/sq.ft.	The SWCD will provide printing services to partnering organizations for producing large scale maps upon request and at the discretion of staff.
Copying Charges	See Current County Policy	Fee Schedule will be the same as Copy Fee Schedule adopted annually by County Board.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**Regular Agenda**

Request for Board Action

Voice Vote

Meeting Date: 9/9/2021

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt amendments to Employee Policy Manual

SUMMARY:

This item was discussed at the August meeting and since that time the Personnel Committee has conducted additional review of the draft changes to the Employee Policy Handbook. The proposed amendments were coordinated with Dakota County Employee Relations, Risk Management and Attorney's Office.

Several minor changes were made to correct grammar errors, improve formatting, and provide clarity on terminology. The more significant changes include:

- Changes to the Employee Workday section to include a Remote Work Schedule option
- Clarifying Overtime/Compensatory Time section for exempt and nonexempt employees
- Deleting the Leave of Absence section and replacing with Flex Leave that references County Policy 3241
- Deleting Medical and Dental Insurance Continuation section as it is covered under State Statute

EXPLANATION OF FISCAL/FTE IMPACT:

Amendments to the Employee Policy Manual will provide additional employee benefits that could have an impact to annual operating budgets. However, the net impact to annual budgets is not anticipated to be substantial and will depend on whether employees are eligible for the benefits and which benefits are pursued by individual employees. Annual budgets will incorporate anticipated costs for employee benefits.

Supporting Documents:

Draft Amendments to Employee Policy Manual

Previous Board Action:

Motion 17.096 on 9/07/2017

Approve Amendments to
Employee Policy Manual

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**DAKOTA COUNTY SOIL AND WATER
CONSERVATION DISTRICT**



Employee Policy Manual

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INTRODUCTION

The Dakota County Soil and Water Conservation District Board of Supervisors (Board) has adopted the Dakota County Employee Relations Policy and Procedures Manual (County Manual) except in those cases where the Board of Supervisors has adopted a corresponding provision governing employee rights and responsibilities that are inconsistent with the County Manual.

JOINT POWERS AGREEMENT WITH DAKOTA COUNTY

The Dakota Soil and Water Conservation District (hereinafter District) and Dakota County (hereinafter County) have entered into a Joint Powers Agreement (JPA) for the provision of selected services. This JPA establishes the terms and responsibilities by which the County will provide to the District, technical and professional assistance in administrative service areas of legal counsel, insurance procurement and worker safety, and human resources. Through this JPA the District and the County intend to work cooperatively in providing certain administrative services. However, this JPA does not limit any other authority or power of the Board or the County Board of Commissioners.

MISSION STATEMENT

Partners in Land and Water Conservation

PURPOSE OF DISTRICT MANUAL

This District Manual is designed to provide you, the employee of the District, with pertinent information regarding employment policies. This District Manual is a supplement to the County Manual. In the event the provisions of the District Manual and the County Manual conflict, the provisions of the District Manual shall prevail.

SCOPE OF POLICY

The policies stated in this District Manual and the County Manual apply to all District employees, unless provided otherwise by state and federal law, union contracts, or specifically exempted within the provisions of these policies. If you have any questions or suggestions pertaining to the District's policies and procedures, feel free to discuss them with the District Manager or the Board.

ADOPTION

This District Manual was approved by the Board on xx xx, 2021 and supersedes all previous versions.

AMENDMENTS AND REVOCATION

The Board may at any time add, amend, or revoke any or all of these policies. The Board may also add to these policies at any time. The Board is the sole authority for making any changes to this District Manual.

ADMINISTRATION

The District Manager will provide each employee information on the County Manual, the District Manual, and current version of the Dakota County Merit Compensation Policy and Plan. The Dakota County Merit Compensation Policy and Plan will only be used as a guideline for annual Board decisions regarding staff compensation. Each new employee will sign acknowledgement of receipt of these items. Work rights and obligations pertaining to the employee and any changes in personnel policy, procedures, work rights and obligations shall be communicated to the employee and to Dakota County Employee Relations Department in writing thirty days prior to such changes.

ROLE OF BOARD OF SUPERVISORS AND STAFF

The District is committed to a balanced organization that builds a culture of trust among the Board, staff, and the public. The Board sets policy and long-term objectives. Staff then develops projects and programs to achieve Board objectives.

BOARD OF SUPERVISORS

As elected officials, the Board is responsible for operating the District as a political subdivision of state government. The duties of the Board include:

- Establish policies on personnel management
- Set fee schedules
- Establish policies on compensation for supervisors and employees
- Establish policies to implement state grant programs
- Maintain a working relationship with other political bodies and other agencies
- Enter into agreements with other agencies to coordinate conservation activities and address resource needs
- Pursue funds and insurance for District operations from the County, the State of Minnesota, and other entities
- Cooperate with other districts and watersheds management authorities in pursuing resource activities
- Conduct an Organizational meeting typically held in January
- Address conservation and environmental issues
- Discuss the District's programs with businesspersons, civic and sporting clubs, professional groups, educators, landowners, and land operators

DISTRICT STAFF

Annual and long-range plans developed by the Board will guide the activities of District staff. The District Manager will be the Board's primary contact in supervising the operation of the District. The Board will work closely with the District Manager to:

- Delegate responsibilities to employees
- Set work priorities
- Develop annual and long-range budgets
- Identify training needs
- Develop an employee evaluation system
- Allocate adequate clerical and technical support to meet the needs of the District
- Assure that all individuals with the District organization entrusted with District funds are bonded
- Maintain communication with staff members of federal, state, and local organizations to keep lines of communication open
- Approve or reject cooperator agreements, land stewardship plans and conservation plans
- Develop new programs and expand existing programs
- Support local, state, and national associations to ensure communication and provide representation of District concepts at all levels
 - Prepare and distribute an annual report of accomplishments,

PAY CALENDAR

Paychecks shall be issued every two weeks on every other Thursday and approximately 12 days after the end of each two week pay period.

All employees must participate in direct deposit. New employees must enroll when completing their initial hire paperwork. Changes to direct deposit accounts should be coordinated with the Finance and Grants Coordinator or District Manager.

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EMPLOYEE WORKDAY

Normal office and working hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday. Full-time employees work the equivalent of an eight-hour day, or 40-hour work week, or an equivalent number of hours through the arrangements described below. The District Office is considered to be the primary work-site for all District employees.

The District offers flexible work schedules to meet the demands of today's working environment while maintaining a focus on customer service and employee availability during normal working hours. Each employee must maintain a routine work schedule approved by the District Manager and first level supervisor, if applicable, to ensure the District is meeting both internal and external customer service demands.

Eligible employees may elect any of the following alternative work schedules: Flex Work Schedule, Compressed Work Schedule, or Remote Work Schedule. All alternative work schedules are considered employee privileges and may be withdrawn by the District Manager or Board at any time. Some District employees may not be eligible for any alternative work schedule options due to the duties and responsibilities of their position. Routine work schedules will require employees to work between the hours of 7:00 a.m. and 5:30 p.m.

Changes to an employee's routine work schedule requires approval from the District Manager. The District Manager's routine work schedule will be approved by the Board's Personnel Committee.

FLEX WORK SCHEDULE

The Board offers full-time or part-time employees the privilege of working a Flex Work Schedule (FWS). Employees working a FWS may establish a routine schedule that allows them to begin work between the hours of 7:00 a.m. and 8:00 a.m., and work for eight or nine hours plus a thirty-minute unpaid lunch break. In no case can a full-time employee use their 30-minute lunch break to reduce their work-day unless Flex Leave or accrued Comp Time is used.

COMPRESSED WORK SCHEDULE

The Board offers full-time exempt employees the option of working a Compressed Work Schedule (CWS). Employees choosing a CWS, work the equivalent of 44 hours one week of the pay period and 36 hours the other week of the pay period. Employees qualify for one day off per pay period upon establishing a nine-hour work schedule. Employees choosing a CWS will establish a routine day off per pay period.

REMOTE WORK SCHEDULE

The Board offers full-time or part-time employees the opportunity to have a Remote Work Schedule (RWS). Employees choosing a RWS will be allowed to work from a remote location approved by the District Manager instead of the District office. The maximum number of hours an employee can work remotely each week and the location where the remote work will take place must be approved by the District Manager and will be identified in the employee's routine work schedule. Employees who choose the RWS may work at the primary work site more than provided under their RWS, but not less. The District Manager, or first level supervisor if applicable, can require employees to have a physical presence in the office on a day that was scheduled for remote work and employees should expect this will occur under an approved RWS.

The District Manager may at their sole discretion deny, limit or rescind an employee's ability to work remotely based on a determination that the privilege is being abused or is negatively affecting their productivity, quality of work or ability to provide timely communications with existing District staff, partner organizations or external customers. Remote working does not change an employee's job responsibilities or standards.

The employee's remote work location will be considered an extension of the District's office. The District will continue to be liable for job-related accidents that occur in the remote work location. The District assumes no liability for injuries occurring in the employee's remote work location outside the agreed upon work hours. The District is not liable for loss, destruction, or injury that may occur in or to the employee's remote work location. This includes family members, visitors, or others that may become injured within or around the employee's remote work location.

District policies, rules and practices shall apply at the alternative work location, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the remote work arrangement, disciplinary action.

OVERTIME/COMPENSATORY TIME

Employees who work overtime are compensated with compensatory time off rather than receiving overtime pay. For nonexempt employees, compensatory time off shall be accrued at one and one-half hours for each hour of overtime worked over 40 in a work week. Compensatory time off for exempt employees shall be accrued at one hour for each hour worked over 80 in a pay period.

No employee may maintain a balance of compensatory time in excess of 40 hours during the calendar year. Nonexempt employees with a compensatory time balance of 40 hours will receive overtime pay in lieu of additional compensatory time. Exempt employees with a compensatory time balance of 40 hours will not accrue any additional compensatory time.

Exempt employees must use all compensatory time by the end of each calendar year or they will forfeit any balances. Nonexempt employees who have a compensatory time balance at the end of the calendar year will receive overtime pay for the balance.

Employees, both exempt and nonexempt, cannot work overtime without prior approval of the District Manager. The District Manager may grant prior approval to work overtime through a "blanket approval" in selected situations (e.g. where an employee is attending a meeting for which the employee was assigned to attend or during specific tasks such as planting or construction seasons). In the event an employee works overtime without prior approval, the employee must record the overtime hours on their timecard and notify the District Manager of the overtime work as soon as possible.

Upon separation of employment, nonexempt employees will receive overtime compensation for their compensatory time balance. Exempt employees forfeit any balance of compensatory time upon separation.

The District Manager shall not receive compensatory time off for overtime worked.

TIME RECORDS

The District maintains a two-week pay period that begins on Sunday and ends on a Saturday. The District's workweek is Sunday through Saturday, beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Employees shall comply with District time reporting procedures. The time reporting procedures require signature of both the employee and the District Manager. By signing the time reports, the employee certifies its authenticity and accuracy. Employee time records are maintained by the District.

Time reporting records shall be submitted to the District Manager by Friday following the end of the previous pay period. All time will be recorded in ½ hour increments rounding up or down to the nearest half-hour

The District strictly prohibits nonexempt employees from performing any work off-the-clock (i.e., work that is not recorded on a time reporting form). No supervisor or manager has the authority to ask nonexempt employees not to report, or to delay reporting, hours worked.

FLEX LEAVE

All employees of the District shall participate in a Flex Leave Program as described in County Policy 3241. The provisions of County Policy 3241 apply to all District staff, subject to the below modification.

Maximum flex leave carry-over from one year to the next is 60 days / 480 hours. Under no circumstance will more than 480 hours be paid to an employee upon separation of employment. Any accrued and unused flex leave in excess of 480 hours will be forfeited upon separation of employment.

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LAYOFFS, RESIGNATION AND TERMINATION

LAYOFFS

Refer to Dakota County Policy 3380 or subsequent applicable Dakota County Policy relating to employee layoffs.

TERMINATION

Refer to Dakota County Policy 3380 or subsequent applicable Dakota County Policy relating to employee terminations.

RESIGNATION

When an employee wishes to resign from District employment, the employee shall submit written resignation to the District Manager or District Board Chair. The employee must give at least fourteen (14) days' notice to resign in good standing. The District Manager shall give at least one (1) month notice to resign in good standing.

SEVERANCE AND TERMINATION PAY

All employees who resign, retire or whose employment is terminated shall be entitled to payment for up to 480 hours of accrued Flex Leave.

DEATH BENEFITS

Upon the death of an employee of the District, severance pay shall be made available to the employee's surviving spouse, dependent, or personal representative, in the form of a check made payable to the decedent for the purpose of deposit into the decedent's estate. Severance pay shall include unused flex leave and compensatory time as described above.

ALLOWANCE FOR USE OF PERSONAL MOBILE DEVICES

Refer to Dakota County Policy 6007

All employees of the District that use mobile devices connected to external networks outside of the District's direct control must follow Dakota County Mobile Devices policy 6007 and as subsequently modified by this District policy.

The purpose of this policy is to define standards, procedures, and expectations for any users who access County and District data from mobile devices. This policy recognizes that now, and in the future, the District's business may be conducted on personally-owned mobile devices. The District will not purchase phones under this policy. However, this policy must be followed by all mobile device users regardless of device ownership.

Allowances may be provided to employees who have business necessity for access to mobile devices, applications, or services. Business necessity shall be determined by considering the following: work-related safety risks; meeting customer expectations or needs; the need for immediate communication with staff or others when the employee is frequently away from their primary work area; the achievement of demonstrable efficiencies in the delivery of District services; the duty to provide business support, outside of regular business hours, or any combination of the foregoing. The District Manager will establish criteria to determine which employees are eligible for an allowance and the amount of such allowances.

The Mobile Devices Application for Personal Phone Allowance will be completed by employees and submitted to the District Manager to determine if a business need exists for use of a mobile device. An explanation of the business need is required. The District Manager will review the application and determine if the employee is eligible for an allowance and the amount of the such allowances.

Allowances for personally-owned devices will be one of the three following amounts, as determined by the District Manager:

- \$15/month Lowest tier for infrequent need of voice and text communication
- \$26/month Middle tier for frequent voice and text communication or infrequent data access
- \$46/month Highest tier for frequent need of data access to email/calendar or heavy reliance on County data networks.

FOOT PROTECTION

Refer to Dakota County Policy 5510

Affected employees must wear protective footwear when working in areas where there is danger of foot injuries from rolling or falling objects, objects piercing their sole, objects that may cut into the feet, and where employees are exposed to electrical hazards. The District Manager will review each employee's position description and determine if foot protection is necessary and determine which types of shoe or boot styles are needed.

Employees who are required to wear protective footwear will be reimbursed up to \$170 per calendar year. Determination for footwear replacement is subject to District Manager approval and judgment based on the condition of the existing equipment and need for replacement.

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CLOTHING ALLOWANCE

The District recognizes the importance of marketing and identification when meeting with the public and facilitating meetings. For this reason, an annual clothing allowance with embroidered District identification will be provided to both supervisors and staff.

Clothing purchases will be limited to upper body wear not including hats, gloves, or mittens. Choices will be limited to company standards and availability. Clothing purchases will be made by the District and not by individual staff.

Clothing allowances will be provided as follows:

- \$150 maximum for first year of employment or eligibility
- \$50 maximum each year thereafter

All costs above these amounts will be paid by the employee. Under no circumstance can an employee transfer their allowance to another employee.

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TRAINING AND CONFERENCES

The District supports and encourages adequate training for employees and their attendance at work related conferences. Individual Development Plans (IDP) that identify and improve employee's knowledge, skills and abilities are a requirement of annual performance reviews.

For both the organization and staff to balance the need and their time demands to attend training, conferences, or accommodate requests from others to participate in outside speaking engagements, the following policy shall apply.

Training, conference attendance, or public speaking engagements are dependent on available funding and approval by the District Manager.

A maximum of 80 hours per calendar year will be allowed for employee attendance at nonessential training activities or conferences. Essential training includes those identified on employee IDP or training activities and conferences associated with specific program requirements.

A maximum of 80 hours per calendar year will be allowed for the preparation, travel, and actual time spent to accommodate speaking engagement requests for organizations not affiliated with the District.

CREDIT CARD PURCHASES

The purpose of this policy is to provide clear direction for the use of the District's business credit card. According to Minnesota law, credit cards should only be used by authorized employees and officers to make purchases on behalf of the District. If the District does not authorize the credit card purchase, the employee/officer who made the purchase becomes personally liable for the payment of the unauthorized purchase.

For purposes of this policy, the District Board authorizes the District Manager and appropriate District staff to make business purchases on behalf of the District. No personal use of the credit card is permitted.

The following are key areas that require District Manager and/or Finance and Grants Coordinator support:

- Review and approve monthly statements to ensure all transactions and charges are accurate and appropriate
- Ensure the Business Credit Card is not used to make personal purchases
- Immediately after purchase is made, the employee / individual making the purchase must submit a detailed receipt of the products purchased to the Finance and Grants Coordinator, with an explanation as to why the purchase was necessary
- Other documentation, such as invoice, order acknowledgement, packing slip, must also be retained.

FRAGRANCE USE

The work the District performs for the public requires each employee to work closely with co-workers, clients, vendors, and the public, both inside and outside the office environments. It is important to be considerate of others who have sensitivities or allergies.

Examples of items that can aggravate existing symptoms and make the work environment uncomfortable are include:

- Strong perfumes, colognes, after-shave, or similar personal fragrance products
- Aerosol sprays (deodorizers, hair spray, static cling preventers, cleaners, or similar products)
- Plants (flowering, bug-infested, moldy soil, aromatic such as eucalyptus, or similar)
- Ionizers (Ozone generators), humidifies reservoirs
- Potpourri, incense, or other fragrance scented products
- Dry cleaning agents in clothes

The goal of this policy is that all employees consider the items you bring into the work environment and discontinue using or remove items that can adversely affect others. Employees could consider substituting hypo-allergenic items or solids for sprays. Aerosol sprays used in one area are quickly dispersed through the ventilation system and may affect several employees in other areas.