



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

Thursday, October 12, 2023 - 9:00 a.m.

Meeting Room 1 – 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 September 14, 2023 Meeting Minutes
6. Approval of October 12, 2023 Accounts Payable
7. Acceptance of the September 2023 Finance Report
8. Adopt Resolution Accepting Certain Wetland Conservation Act Authorities from City of Randolph

REGULAR AGENDA

9. Authorization to Provide Final Payment to William Callister Jr. for Installation of Grassed Waterway Action
10. Authorization to Execute Contract with Richard Betzold for Installation of Water and Sediment Control Basin Action
11. Authorization to Execute Contract with Daniel Harris for Installation of Grassed and Rock Lined Waterway Action
12. Authorization to Execute Contract with Gerald Henry and Elaine Marie Swedin Trust for Installation of Grassed Waterway and Two Water and Sediment Control Basins Action
13. Authorization to Execute Contract with Bruce and Karolyn Riley for Installation of Native Prairie and Pollinator Habitat. Action
14. Authorization to Execute FY24 Grant Agreement with the Minnesota Board of Water and Soil Resources for Buffer Implementation Action
15. Authorization to Execute FY24 and FY25 Grant Agreement with the Minnesota Board of Water and Soil Resources for Programs and Operations. Action
16. Announcements and Reports
 - Natural Resources Conservation Service
 - Dakota County
 - Cannon River Watershed Joint Powers Board
 - Vermillion River Watershed Joint Powers Organization

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

17. Upcoming Events

- October 12, 2023 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- October 12, 2023 Vermillion River Watershed Joint Powers Organization Plan Update Open House
Extension and Conservation Center, 4100 220th Street West, Farmington – 4:00 p.m.
- October 17, 2023 Eagan-Inver Grove Heights Watershed Management Organization Meeting
Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights – 5:30 p.m.
- October 18, 2023 Black Dog Watershed Management Organization Meeting
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
- October 18, 2023 Lower Minnesota River Watershed District Meeting
Carver County Government Center, 602 East 4th Street, Chaska - 7:00 p.m.
- October 26, 2023 Minnesota Association of Soil and Water Conservation Districts – Metro Area Meeting
Cabela's, 20200 Rogers Drive, Rogers – 9:30 a.m.
- October 26, 2023 Vermillion River Watershed Joint Powers Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 1:00 p.m.
- November 1, 2023 Cannon River Watershed Joint Powers Board Meeting
Straight River Room, Rice County Fairgrounds, Faribault - 9:00 a.m.
- November 8, 2023 Lower Mississippi River Watershed Management Organization Meeting
Villa Del Sol Community Room – 88 Cesar Chavez Street St. Paul – 3:00 p.m.
- November 8, 2023 Vermillion River JPO Planning Commission Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 4:30 p.m.
- November 9, 2023 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.

18. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, September 14, 2023

9:00 a.m.

4100 220th Street W, Suite 102
Farmington, Minnesota

Board Members Present:

Laura Zanmiller, Chair
Kevin Chamberlain, Vice Chair
Jayne Dee Hager, Treasurer
Bruce Johnson, Information Officer

SWCD Staff Present:

Brian Watson
Pam LaValle
Curt Coudron
Ashley Gallagher
Matthew Sorvig
Todd Matzke

Others Present:

Nikki Stewart , Dakota County
Lizzy Dawson, NRCS
Chris Schmidt, 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

23.070 Motion by Chamberlain second by Johnson to approve the agenda. All members voting in favor. Motion carried.

CONSENT AGENDA

5. Approval of August 10, 2023 Meeting Minutes

The August 10, 2023 meeting minutes were presented.

6. Approval of September 14, 2023 Accounts Payable

The September 2023 accounts payable were presented.

7. Acceptance of August Finance Report

The August Finance Report was presented.

8. Authorization to Amend Contract with Nick Becker for Installation of Cover Crop. (1-year)

The location change to the Nick Becker Contract (23-IPP-27) was presented.

23.071 Motion by Chamberlain, second by Johnson to approve the consent agenda items. Members voting in favor: Zanmiller, Johnson, Chamberlain and Dee. Motion carried.

REGULAR AGENDA

9. Authorization to Provide Final Payment to Paul Gergen under Two Contracts for Establishing Cover Crop. (1-year)

Paul Gergen has completed the establishment of cover crop under two separate contracts totaling 54 acres in Hampton Township, Cannon River Watershed. The contracts were approved for funding at the July 13, 2023 Board meeting with an incentive payment not to exceed \$35 per acre.

23.072 Motion by Johnson, second by Chamberlain to provide final payment of \$1,890 to Paul Gergen (23-IPP-36 & 23-IPP-37) for establishment of cover crop. Funds are available through our agreement with Dakota County. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

10. Authorization to Execute Three Contracts with Greg Fox for Establishing Cover Crop. (1-year)

Greg Fox is proposing to establish cover crops on 105 acres on three different fields in the City of Rosemount, Vermillion River Watershed. Each field will have a separate contract. Project funds are available through our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

23.073 Motion by Chamberlain, second by Johnson to execute three contracts with Greg Fox (23-IPP-30, 23-IPP-31 and 23-IPP-32) not to exceed \$3,675 for establishing cover crop. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

11. Authorization to Execute Contract with Judith Baumann for Establishing Cover Crop. (1-year)

Judith Baumann is proposing to establish cover crops on 56 acres in Marshan Township, Vermillion River Watershed. Project funds are available through our agreements with Dakota County and the Vermillion River Watershed Joint Powers Organization.

23.074 Motion by Johnson, second by Dee to execute contract with Judith Baumann (23-IPP-40) not to exceed \$1,960 for establishing cover crop. Members voting in favor: Dee, Chamberlain, Zanmiller, and Johnson. Motion carried.

12. Authorization to Execute Contract with DST LLP for Establishing Cover Crop. (1-year)

DST LLP (Scott Weber) is proposing to establish cover crops on 63 acres in Douglas Township, Cannon River Watershed. Project funds are available through our agreement with Dakota County.

23.075 Motion by Dee, second by Johnson to execute contract with DST LLP (23-IPP-41) not to exceed \$2,205 for establishing cover crop. Members voting in favor: Chamberlain, Zanmiller, Johnson, and Dee. Motion carried.

13. Authorization to Execute Contract with William Callister for Establishing Cover Crop. (3-year)

William Callister is proposing to establish cover crops on 100 acres in Hampton Township, Cannon River Watershed. Project funds are available through our FY22 CWF Drinking Water Protection Grant, our FY21 Cannon WBIF Grant, and our agreement with Dakota County.

23.076 Motion by Chamberlain, second by Johnson to execute contract with William Callister (23-IPP-43) not to exceed \$13,500 over 3 years for establishing cover crop. Members voting in favor: Zanmiller, Johnson, Dee, and Chamberlain. Motion carried.

14. Authorization to Execute Contract with Harold Peine for Installation of Water and Sediment Control Basin.

Harold (Nick) Peine is proposing to construct a water and sediment control basin in Hampton Township, Vermillion River Watershed. Total cost of the project is estimated at \$14,200. Staff is recommending approval at 85% cost share not to exceed \$12,070. Project funds are available thru our FY23 Vermillion WBIF Grant and our agreement with the Vermillion River Watershed Joint Powers Organization.

23.077 Motion by Dee, second by Johnson to execute contract with Harold Peine (23-IPP-42) not to exceed \$12,070 for constructing a water and sediment control basin. Members voting in favor: Johnson, Dee, Chamberlain and Zanmiller. Motion carried.

15. Authorization to Execute Contract with ISD 191 for Installation of Bioretention Basin.

Independent School District (ISD) 191 is proposing to install a bioretention basin (raingarden) in the City of Burnsville, Minnesota River Watershed. Total cost of the project is estimated at \$63,800. Staff is recommending approval at 85% cost share not to exceed \$50,000. Project funds to install the project are available thru our agreement with Dakota County. Funds to support staff time for construction oversight are available through our FY21 Minnesota River Watershed Based Funding grant.

23.078 Motion by Johnson, second by Dee to execute contract with ISD 191 (23-CCP-01) not to exceed \$50,000 for installing a bioretention basin. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

16. Authorization to Execute Contract with City of Mendota Heights for Installation of three Bioretention Basins.

The City of Mendota Heights is proposing to install 3 bioretention basins in the City of Mendota Heights, Mississippi River Watershed. Total cost of the project is estimated at \$38,400. Staff is recommending approval at 85% cost share not to exceed \$32,640. Project funds are available thru our FY21 Mississippi River East WBIF grant and our agreement with Dakota County.

23.079 Motion by Dee, second by Johnson to execute contract with City of Mendota Heights (23-CCP-02) not to exceed \$32,640 for installing 3 bioretention basins. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

17. Authorization to Execute Agreement with the Lower Mississippi River Watershed Management Organization to assist with Implementing a FY23 Watershed Based Implementation Grant.

Authorize execution of agreement with Lower Mississippi River Watershed Management Organization to assist with implementing a FY23 Watershed Based Implementation grant with the Minnesota Board of Water and Soil Resources. The work plan includes grant administration and project development tasks and the budget includes a total amount not to exceed \$18,000.

23.080 Motion by Chamberlain, second by Johnson to execute agreement with Lower Mississippi River Watershed Management Organization not to exceed \$18,000. Members voting in favor: Chamberlain, Zanmiller, Johnson, and Dee. Motion carried.

18. Authorization to Adopt 2024 Fee Schedule.

A fee schedule for the calendar year 2024 was presented.

23.081 Motion by Chamberlain, second by Dee to adopt 2024 Fee Schedule. All members voting in favor. Motion carried.

19. Announcements and Reports

Natural Resources Conservation Service

The Natural Resources Conservation Services (NRCS) report was provided by Lizzy Dawson and Chris Schmidt. Dawson provided a workload and training update. Schmidt provided a fiscal year overview and staffing update.

Dakota County

The Dakota County report was provided by Nikki Stewart. Stewart reported Travis Thiel has accepted the Vermillion River WMO Administrator position. The Physical Development Division is continuing to work on the new 5-year JPA with the SWCD and 2024 budget planning. Stewart thanked everyone for their partnership with the Vermillion River and BWSR tour last month.

Cannon River Watershed Joint Powers Board

No report provided. Dee commented she attended a shoreland restoration workshop at Lake Elysian put on by the Joint Powers.

Vermillion River Watershed Joint Powers Organization

The Vermillion River Watershed Joint Powers Organization report was provided by Kevin Chamberlain. Chamberlain reported that Administrator Theil presented 4 projects at the Planning Commission meeting on September 13th.

Metropolitan Conservation Districts Joint Power Board

No report provided. The August meeting was cancelled, the next meeting will be in November.

Minnesota Association of Soil and Water Conservation Districts

The MASWCD report was provided by Jayne Hager Dee. Dee reported the Resolutions Committee met to discuss and provide recommendations on the 19 resolutions submitted. Pe-ballot voting will be provided to SWCD offices and that information will be presented at the annual meeting, December 11 – 13th.

District Managers Report

Watson reported Supervisor iPads have been returned. Twenty-three email invitations were sent out for the legislative tour, at this time there are no positive responses due to scheduling conflicts. Watson reported approximately 800 students will be attending outdoor education days this month; it is the 23rd year hosting this event. Watson reported on a proposed limestone quarry in Waterford Township and public review documents that are open for comment.

Board of Supervisors Announcements

No report provided.

20. Upcoming Events

The upcoming events were reviewed.

21. Adjourn

23.082 Motion by Chamberlain, second by Johnson to adjourn. All members voting in favor. Motion carried.

The meeting was adjourned at 10:14 a.m.

Respectfully submitted,

Chelsea Skog
Secretary

**Dakota County SWCD
Balance Sheet
September 2023**

7.0 September 2023 Finance Report

ASSETS:

Checking , Savings, CD	\$ 1,347,506.70	
Total Cash:		\$1,347,506.70
 Accounts Receivable:		
	\$ -	
Total Accounts Receivable:		\$ -
Prepaid Items		\$ -
TOTAL ASSETS:		\$ 1,347,506.70

LIABILITIES AND EQUITY:

Current Liabilities

Payroll Liabilities	\$ -	
Sales Tax Payable	\$ 2,137.29	
		\$ 2,137.29

Unearned Revenue:

Minnesota State Aid	\$ 93,031.44	
Buffer Law Funds 2023	\$ 13,131.00	
Conservation Delivery 2023	\$ 16,735.88	
Local Capacity Services 2023	\$ 74,595.00	
DC Drinking Water PP 2022	\$ 35,212.31	
2023 Soil Health Care	\$ 14,175.00	
State Cost Share 2022	\$ 9,515.50	
State Cost Share 2023	\$ 22,054.00	
WBIF 2021 Cannon River	\$ 57,830.62	
WBIF 2022 Cannon River	\$ 148,092.27	
WBIF 2021 Miss River East	\$ 14,508.00	
WBIF 2021 MN River South	\$ 8,096.38	
WBIF 2021 Vermillion River	\$ (4,415.65)	
WBIF 2023 Vermillion River	\$ 77,668.50	
WBF 2023 Black Dog	\$ 24,965.00	
WBF 2023 E-IGH	\$ 37,500.00	
DC Natural Resources Block Grant	\$ 10,068.50	
DC Operating Allocation	\$ 107,825.53	
WOMP Deferred	\$ 8,897.66	
Total Unearned Revenue		\$ 769,486.94

Total Liabilities:

\$ 771,624.23

Fund Balance Beginning of Year		\$ 712,576.02
YTD Net Income/loss		\$ (136,693.55)
Fund Balance End of Current Period		\$ 575,882.47

TOTAL LIABILITIES AND EQUITY:

\$ 1,347,506.70

**Dakota County SWCD
Income and Expense Summary
September 2023**

	Current Month	Year to Date
Income		
County Revenues	\$ 35,941.83	\$ 449,239.11
State Revenues	\$ 3,579.21	\$ 285,741.97
Local Revenues	\$ -	\$ 212,902.89
Interest Earnings	\$ 1,555.17	\$ 10,870.74
Charges for Services	\$ 2,500.00	\$ 15,057.00
Tree Program Revenues	\$ -	\$ 29,954.07
Total Income	\$ 43,576.21	\$ 1,003,765.78
Expense		
County Expenses	\$ 2,553.15	\$ 11,283.74
State Expenses	\$ 73.18	\$ 64,207.49
Local Expenses	\$ 4,751.26	\$ 51,272.65
Operating Expenses	\$ 9,110.04	\$ 39,386.59
Payroll/Personnel Expenses	\$ 102,667.85	\$ 953,280.02
Project Expenses	\$ 62.55	\$ 1,380.52
Tree Program Expenses	\$ -	\$ 19,648.32
Total Expense	\$ 119,218.03	\$ 1,140,459.33
Net Income	<u>\$ (75,641.82)</u>	<u>\$ (136,693.55)</u>

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 10/12/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt resolution accepting certain Wetland Conservation Act authorities from City of Randolph.

SUMMARY:

The City of Randolph passed a resolution at their September 13, 2023 meeting to delegate its decision and administrative authority to the SWCD for the following WCA purposes:

- Official Listing as WCA Contact
- Wetland Boundary and Type Decisions
- No Loss Decisions
- Exemption Decisions
- Providing State Required Annual Reports

With adoption of this resolution, the SWCD would perform these delegated authorities within the City of Randolph.

EXPLANATION OF FISCAL/FTE IMPACT:

None – or very limited impact due to the size of the City of Randolph and extent of wetlands.

Supporting Documents:

Draft SWCD resolution accepting delegated WCA authorities
City of Randolph resolution delegating WCA authorities to the SWCD
Map showing local WCA Authorities in Dakota County

Previous Board Action:

N/A

**A RESOLUTION REGARDING ADMINISTRATION
OF THE MINNESOTA WETLAND CONSERVATION ACT OF 1991**

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local government units (LGUs) to implement this law by adopting the rules and regulations promulgated by the Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

WHEREAS, the BWSR requests notification of an LGU's decision adopting or excepting administrative responsibility for another LGU in accordance with Minn. Rule 8420 which requires each local government unit of the State to acknowledge in writing to the BWSR that it is assuming its responsibilities under the Wetland Conservation Act; and

WHEREAS, the LGU is responsible for following the WCA rules as stated in 8420.0200, Determining Local Government Unit; Duties.

NOW, THEREFORE, BE IT RESOLVED THAT THE Dakota County Soil and Water Conservation District as delegated by the City of Randolph hereby accepts administrative responsibility as the LGU for the WCA within the legal boundaries of the City of Randolph as of October 13, 2023 within the guidelines as set forth by WCA rules.

ADOPTED: October 12, 2023

SIGNATURE: _____
CHAIR, SWCD BOARD

ATTESTED: October 12, 2023

BY: _____

**CITY OF RANDOLPH, DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 23-13**

**A RESOLUTION REGARDING ADMINISTRATION
OF THE MINNESOTA WETLAND CONSERVATION ACT**

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local governmental units (LGUs) to implement this law by adopting the rules and regulations promulgated by the Minnesota Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

WHEREAS, the BWSR has defined metropolitan area cities and townships as LGUs under the WCA; and

WHEREAS, the City of Randolph acknowledged and accepts administrative responsibility for the WCA within its borders; and

WHEREAS, the LGU is responsible for following the WCA rules as stated in Minnesota Statute 8420.0200, Determining Local Government Unit Duties; and

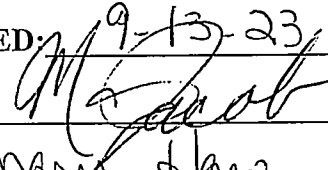
WHEREAS, Minnesota Statutes, § 103G.005 permits an LGU to delegate some or all of its WCA authority to a qualified entity; and

WHEREAS, the Dakota County Soil and Water Conservation District has qualified personnel trained in application of the WCA and has indicated a willingness to accept a delegation of certain WCA administrative and technical responsibilities.

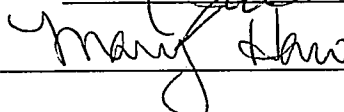
THEREFORE, BE IT RESOLVED THAT the City of Randolph hereby acknowledges and delegates its decision and administrative authority to the Dakota County Soil and Water Conservation District and their technical staff for the following purposes:

- Official Listing as LGU Contact
- Wetland Boundary and Type Decisions
- No Loss Decisions
- Exemption Decisions
- Providing State Required Annual WCA Reports

DATE ADOPTED: 9-13-23

SIGNATURE: 

BY: Mayor, City of Randolph

ATTEST: 




BY: Clerk, City of Randolph

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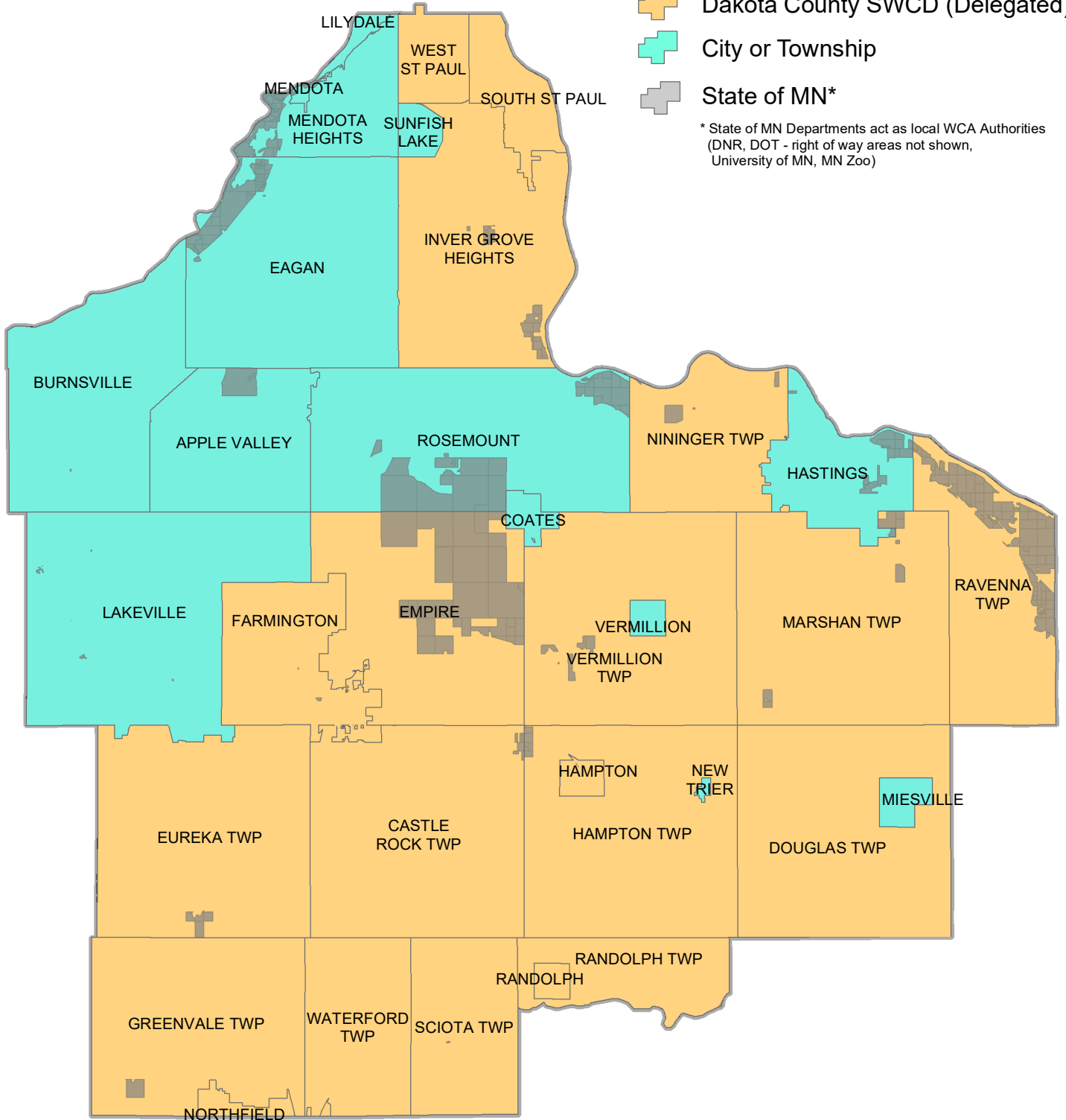
SWCD BOARD DATE ACCEPTED AND APPROVED: _____

SWCD BOARD SIGNATURE: _____

Local WCA Authorities

-  Dakota County SWCD (Delegated)
-  City or Township
-  State of MN*

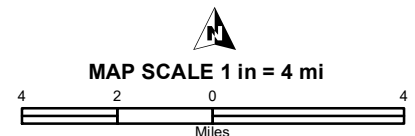
* State of MN Departments act as local WCA Authorities (DNR, DOT - right of way areas not shown, University of MN, MN Zoo)



Map Date: 2023-10-05

Dakota County WCA Authorities

**Wetland Conservation Act (WCA)
administered by the
Board of Soil & Water Resources (BSWR)**



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data located in various City, County, and State Offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County SWCD is not responsible for any inaccuracies herein contained. If discrepancies are found please contact the Dakota County Soil & Water Conservation District at 651.480.7777.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 10/12/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Provide final payment of \$13,513.98 to William Callister for the installation of a grassed waterway.

SUMMARY:

William (Chip) Callister has completed the construction of a grassed waterway in Hampton Township, Cannon River Watershed.

The project was approved for funding at the August 10, 2023 Board meeting at 85% cost share not to exceed \$16,065 and based on a cost estimate of \$18,900.

Project installation has been certified by SWCD staff. Final eligible expenses were \$15,898.80. Staff is recommending final payment of \$13,513.98 (85% of eligible expenses) to Chip Callister.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our FY21 Cannon WBIF Grant.

Supporting Documents:

23-IPP-05 Callister, Chip WW Factsheet

Previous Board Action:

Motion 23.063 on 8/10/2023

Authorization to Execute Contract



WILLIAM CALLISTER JR. GRASSED WATERWAY



PRACTICE:

- Grassed Waterway

BENEFITS:

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

PARTNERS:

- Minnesota Board of Water and Soil Resources

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Pine Creek

INSTALLATION:

- Fall 2023

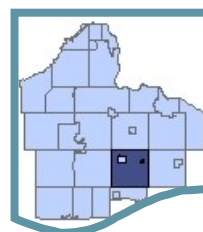
PROJECT: Surface water runoff had been causing erosion in the field. A 1,300 foot grassed waterway was installed to reduce future erosion.

FUNDING:	Final Project Cost:	\$15,899
	Cost Share Amount:	\$13,514
	Landowner Amount	\$2,385



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

LOCATION:
Hampton Township



WILLIAM CALLISTER JR. GRASSED WATERWAY



Trees were removed from the construction area.



The new waterway was shaped to adequately convey surface water runoff.



The waterway was seeded with perennial grasses and erosion control blanket was installed down the center of the waterway.



Straw mulch was used for erosion control in areas where erosion blanket was not installed.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 10/12/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Richard Betzold not to exceed \$12,750 for the installation of a water and sediment control basin.

SUMMARY:

Richard Betzold is proposing to construct a water and sediment control basin in Hampton Township, Cannon River Watershed. The water and sediment control basins will capture surface water runoff and slowly release it through an underground outlet.

Total cost of the project is estimated at \$15,000. Staff is recommending approval at 85% cost share not to exceed \$12,750.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our FY23 Cannon WBIF Grant and our agreement with Dakota County.

Supporting Documents:

23-IPP-44 Betzold, Richard WASCB Factsheet

Previous Board Action:

None



RICHARD BETZOLD

WATER AND SEDIMENT CONTROL BASIN



PRACTICE:

- Water and Sediment Control Basin

BENEFITS:

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

PARTNERS:

- Minnesota Board of Water and Soil Resources

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Pine Creek

INSTALLATION:

- Fall 2023

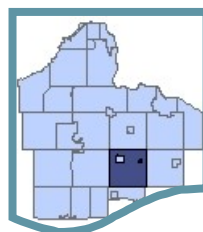
PROJECT: Surface water runoff is causing gully erosion in the field. A water and sediment control basin will be constructed to capture runoff and slowly release it through an underground outlet.

FUNDING:	Estimated Project Cost:	\$15,000
	Cost Share Amount:	\$12,750
	Landowner Amount	\$2,250



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: 10/12/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Dan Harris not to exceed \$23,375 for the installation of a grassed and rock lined waterway.

SUMMARY:

Dan Harris is proposing to construct a grassed and rock lined waterway Hampton Township, Vermillion River Watershed. The waterway will convey surface water runoff to reduce future erosion.

Total cost of the project is estimated at \$27,500. Staff is recommending approval at 85% cost share not to exceed \$23,375.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our FY23 Vermillion WBIF Grant and our agreement with the Vermillion River Watershed Joint Powers Organization.

Supporting Documents:

23-IPP-47 Harris, Dan Waterway Factsheet

Previous Board Action:

None



DANIEL HARRIS

GRASSED WATERWAY & ROCK LINED WATERWAY



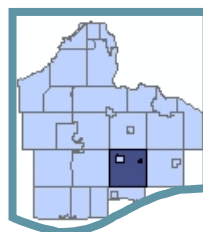
PROJECT: Construct 200 feet of grassed waterway and install 65 feet of rock lined waterway .

FUNDING:	Estimated Project Cost:	\$27,500
	Cost Share Amount:	\$23,375
	Landowner Amount	\$4,125



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

LOCATION:
Hampton Township



PRACTICE:

- Grassed Waterway
- Rock Lined Waterway

BENEFITS:

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

PARTNERS:

- Dakota County
- Vermillion River Watershed Joint Powers Organization
- Minnesota Board of Water and Soil Resources
- USDA - Natural Resources Conservation Service

WATERSHED:

- Vermillion River

RECEIVING WATERS:

- South Branch Vermillion River

INSTALLATION:

- Fall 2023

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 10/12/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Gerald Henry and Elaine Marie Swedin Trust not to exceed \$23,375 for the installation of a grassed waterway and two water and sediment control basins.

SUMMARY:

Gerald Henry and Elaine Marie Swedin Trust (Gerry Swedin) is proposing to construct a grassed waterway and two water and sediment control basins in Eureka Township, Cannon River Watershed. The waterway will convey surface water runoff to reduce future erosion and the water and sediment control basins will capture runoff and slowly release it through an underground outlet.

Total cost of the project is estimated at \$27,500. Staff is recommending approval at 85% cost share not to exceed \$23,375.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our FY23 Cannon WBIF Grant and our agreement with Dakota County.

Supporting Documents:

23-IPP-45 Swedin Trust WW and WASCBS Factsheet

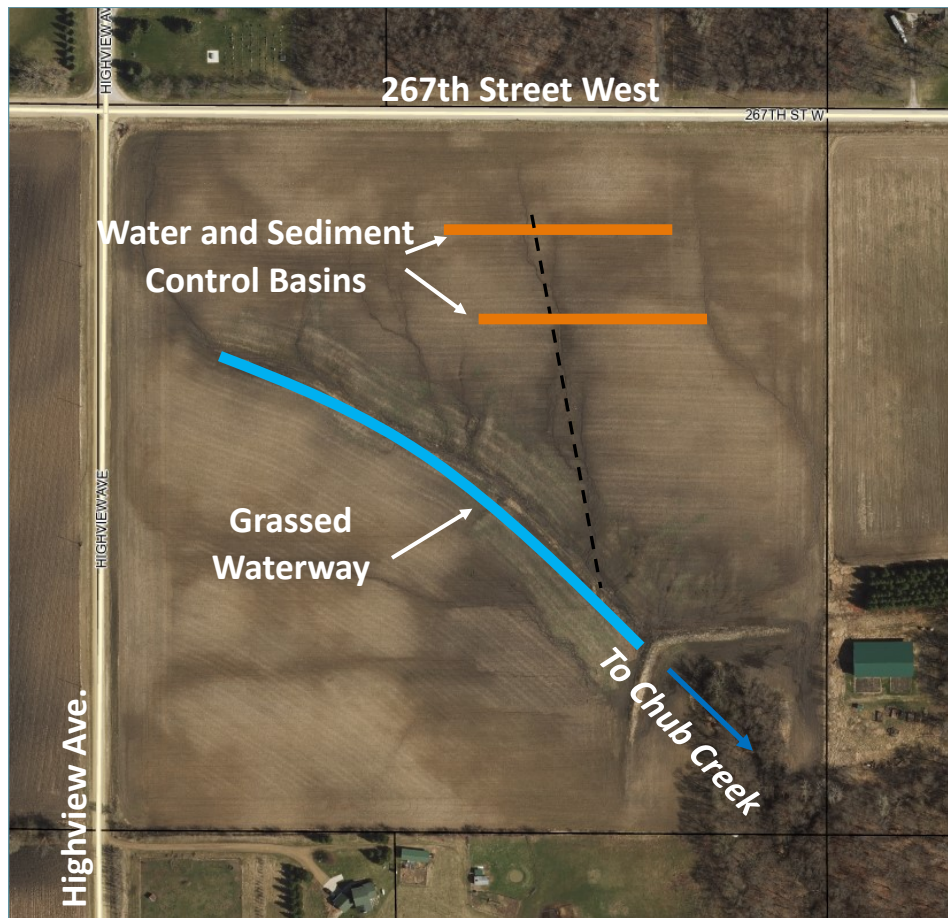
Previous Board Action:

None



SWEDIN TRUST

GRASSED WATERWAY & WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Grassed Waterway
- Water and Sediment Control Basins

BENEFITS:

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

PARTNERS:

- Minnesota Board of Water and Soil Resources
- USDA - Natural Resources Conservation Service

PROJECT: Surface water runoff is causing erosion in the field. A 1,100-foot grassed waterway and two water and sediment basins will be constructed to reduce future erosion.

FUNDING:	Estimated Project Cost:	\$27,500
	Cost Share Amount:	\$23,375
	Landowner Amount	\$4,125

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Chub Creek

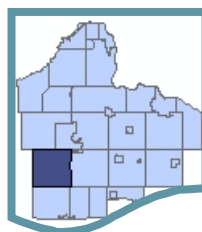
INSTALLATION:

- Fall 2023



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

LOCATION:
Eureka Township



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 10/12/2023

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize execution of a contract with Bruce and Karolyn Riley not to exceed \$1,800 for the installation of native prairie with pollinator habitat.

SUMMARY:

Bruce and Karolyn Riley are proposing to install a 0.6-acre native prairie with pollinator habitat in the City of Eagan, Minnesota River Watershed. Existing turf grass will be replaced with native prairie plants. The project will improve infiltration, protect water quality, and provide pollinator habitat.

The total eligible costs of the project are estimated at \$3,200. Projects that install native prairie vegetation with pollinator habitat are eligible for cost share up to \$3,000 per acre. Staff is recommending approval at 85% cost share not to exceed \$1,800.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds to install the project are available through our agreement with Dakota County.

Supporting Documents:
23-IPP-46 Riley, Bruce and Karolyn Factsheet

Previous Board Action:
None



BRUCE AND KAROLYN RILEY NATIVE PRAIRIE RESTORATION



PRACTICE:

- Conservation Cover

BENEFITS:

- 0.1 of phosphorus per year prevented from traveling downstream
- Improved wildlife habitat, in particular for pollinators.

PARTNERS:

- Dakota County

WATERSHED:

- Minnesota River

RECEIVING WATERS:

- Minnesota river

INSTALLATION:

- Fall 2024

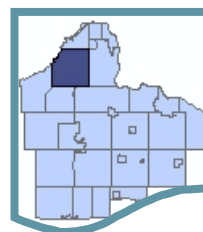
PROJECT: 0.6 acres of turfgrass will be restored to native prairie

FUNDING:	Estimated Project Cost:	\$3,200
	Cost Share Amount:	\$1,800
	Landowner Amount	\$1,400



LOCATION:

Eagan



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 10/12/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize execution of FY24 grant agreement with the Minnesota Board of Water and Soil Resources (BWSR) for buffer implementation.

SUMMARY:

The BWSR has distributed a grant agreement to soil and water conservation districts to assist with implementing the State Buffer Law Program. The BWSR allocation for FY24 to the Dakota SWCD is \$20,000.

The proposed work plan under the grant agreement includes:

- Administration \$ 1,000
- Buffer Installation \$ 2,000
- Compliance reviews and mapping \$ 4,000
- Landowner outreach and communication \$ 13,000

There is no local match requirement as part of this BWSR grant agreement. The grant term would be from the time of execution to December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACT:

Program tasks and funding will be included into the 2024 and 2025 staff work plans.

Supporting Documents:

FY24 BWR Grant Agreement for Buffer Implementation

Previous Board Action:

N/A



**FY 2024 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
BUFFER IMPLEMENTATION GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000202402
PO#:	3000016327

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 MN 55024 (Grantee).

Grant ID	Grant Title	Awarded Amt
P24-0058	2024 - Buffer Law (Dakota SWCD)	\$20,000.00

Total Grant Awarded: \$20,000.00

Recitals

1. The Laws of Minnesota 2023, Regular Session, Chapter 40, Article 2, Section 6(e) appropriated funds to the Board for the FY 2024 Buffer Implementation Grants.
2. The Board adopted Board Order #23-53 to authorize and allocate funds for the FY 2024 Buffer Implementation Grants.
3. The Grantee has submitted a BWSR-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee's Authorized Representative is:

**TITLE
ADDRESS
CITY
TELEPHONE NUMBER**

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2026** or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 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 work plan, which is incorporated into this Grant Agreement by reference.
- 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. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2027, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.

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 and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 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.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2024 Clean Water Fund Competitive Grant Policy, 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.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed, and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** 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.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. **State Audits.**

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

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

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

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Dakota SWCD

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 10/12/2023

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorize execution of FY24 and FY25 grant agreement with the Minnesota Board of Water and Soil Resources (BWSR) for Programs and Operations.

SUMMARY:

The BWSR has distributed a grant agreement for FY24 and FY25 allocations to SWCDs for the delivery of programs and operations. There are two grant programs and two fiscal years are provided under one agreement.

The Conservation Delivery Program will provide \$21,240 each fiscal year. The Conservation Contracts Program, formally called the Erosion Control and Water Management Program or State Cost Share Program, will provide \$24,843 each year. A work plan is not required for either grant.

The new Conservation Contracts Program is the result of recent amendments to Minnesota Statute 103C.501 which provides increase flexibility and more local decision making through the adoption of cost share policies.

Conservation Delivery program funds will be used for general administration and operations and to supplement County Levy appropriations. Conservation Contracts program funds will be used for landowner cost share or technical assistance. There are no local match requirements associated with these two grant programs.

The term of the grant is from the date of execution to December 31, 2025. The total grant agreement amount is \$92,166 which will be received in a lump sum upon grant execution.

EXPLANATION OF FISCAL/FTE IMPACT:

Revenues from the grant will be incorporated into staff work plans for calendar year 2024 and 2025.

Supporting Documents:

FY24 and FY25 SWCD Programs and Operations Grant Agreement
BWSR Information sheet regarding new Conservation Grants Program

Previous Board Action:

N/A



**FY2024 & FY2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
SWCD PROGRAMS & OPERATIONS
GRANT AGREEMENT**

Vendor:	0000202402
PO#:	3000016468

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 MN 55024 (Grantee).

Grant ID	Grant Title	Awarded Amt
P24-0148	2024 - Conservation Delivery (Dakota SWCD)	\$21,240.00
P24-0238	2024 - Conservation Contracts (Dakota SWCD)	\$24,843.00
P25-0019	2025 - Conservation Delivery (Dakota SWCD)	\$21,240.00
P25-0109	2025 - Conservation Contracts (Dakota SWCD)	\$24,843.00

Total Grant Awarded: \$92,166.00

Recitals

1. Laws of Minnesota 2023, Regular Session, Chapter 60, Article 1, Section 4(a) appropriated funds to the Board for the FY 2024 and 2025 Conservation Delivery Grants.
2. Laws of Minnesota 2023, Regular Session, Chapter 60, Article 1, Section 4(c)(1) appropriated funds to the Board for the FY 2024 and 2025 Conservation Contracts Program Grants.
3. The Board adopted Board Order #23-54 to authorize and allocate funds for the FY 2024 and 2025 SWCD Programs & Operations Grants (Conservation Delivery and Conservation Contracts Program).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee’s Authorized Representative is:

TITLE

ADDRESS

CITY

TELEPHONE NUMBER

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, 2025** or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will abide by the Conservation Contracts Program Policy for the Conservation Contracts grant and the SWCD Conservation Delivery and Capacity Grants Policy for the Conservation Delivery grant.
- 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. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.

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 and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 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.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, Conservation Contracts Program Policy and the SWCD Conservation Delivery and Capacity Grants Policy, 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.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** 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.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. State Audits.

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

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

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

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Intellectual Property Rights.

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

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

Approved:

Dakota SWCD

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Conservation Contracts Program

(Replaces Erosion Control and Water Management Program)

What's Different for SWCDs?

August 24, 2023

The Board of Water and Soil Resources (BWSR) adopted the Conservation Contracts Program Policy on August 24, 2023, which will be in effect for the FY24 Conservation Contracts Program grants. The new Conservation Contracts Program is a result of recent amendments to Minnesota Statutes, section 103C.501 and replaces the Erosion Control and Water Management Program. The revised statute and new policy empower Soil and Water Conservation Districts (SWCDs) to make local program decisions through increased flexibility and reduced administration. See below for more information on what's different for SWCDs.

Eligible Activities

- Eligible activities are expanded, with fewer ineligible activities. SWCDs will decide how to use funds for erosion and sedimentation control, improvements to water quality or water quantity, habitat enhancement, plant biodiversity, energy conservation, or climate adaptation, resiliency, or mitigation based on plan(s), ability to leverage funds, and other high-priority needs based on public input.
- Technical Assistance is no longer limited to 20% of the grant amount. There was previously an exemption to this when certain criteria were met and BWSR staff approved. SWCDs will have the authority to decide this on their own.
- There is no longer a 10-year effective life requirement for all structural and vegetative practices. Flexibility has been increased to allow contract duration to better align with the practice lifespan identified in applicable standards.

Financial Assistance

- Percent based cost share is no longer capped at 75% (50% for well sealing). The SWCD will set the cost share rate.
- Flat rate cost share is no longer limited to buffers, nonstructural land management practices, and pre-construction cover.
- Nonstructural practices can be implemented without prior approval from BWSR.
- Incentives can now be utilized.
- The procedures in the Implementing Contracts with Land Occupiers section of the Grants Administration Manual (GAM) must still be followed.

Project Assurances

- A contract continues to be required when funds are used to provide financial assistance to install projects, but SWCDs will

no longer be required to use BWSR contract and voucher forms. BWSR will continue to provide examples, but SWCDs can customize to meet their needs without BWSR approval. The requirements identified in the Project and Practice Assurance section of the GAM must still be met.

Technical Quality Assurance

- SWCDs must continue to ensure long-term public benefit of projects through the use of technical service providers, standards, certification, operation and maintenance, and periodic project inspection consistent with the Technical Quality Assurance section of the GAM.

Financial Assistance Policy

- SWCDs are encouraged to adopt their own financial assistance policy before entering into any contracts. Policy suggestions can be found in the Recommended Local Policies and Requirements section of the GAM.

Grant Reporting

- SWCDs must continue to follow the requirements and procedures for grant reporting found in the Reporting Requirements for BWSR Grants and Closing out a BWSR Grant sections of the GAM.
- There will be no requirement for a grant work plan as the new BWSR program policy will suffice.

Note: No changes are required if an SWCD wants to keep doing what they've been doing.

For more Information:

Contact your Board Conservationist.