



AGENDA

Dakota County Soil and Water Conservation District Board Meeting

Thursday, February 8, 2024 - 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. Presentation – Joaquin Guerrero, Student of ISD 196 and Mentor Program Participant
5. 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

6. Approval of January 11, 2024 Meeting Minutes
7. Approval of February 8, 2024 Accounts Payable
8. Authorization to Enter into Engagement Letter with Peterson Company Ltd for Conducting 2023 Financial Audit
9. Ratify Approval of Master Joint Powers Agreement with the Minnesota Board of Water and Soil Resources for providing Technical Assistance to Implement the RIM Reserve Program

REGULAR AGENDA

10. Authorization to Provide Final Payment to Mark Malecha for Installation of Water and Sediment Control Basins Action
11. Authorization to Provide Final Payment to Gerald Henry and Elaine Marie Swedin Trust for Installation of Water and Sediment Control Basins and a Grassed Waterway Action
12. Authorization to Provide Final Payment to Janelle and Jim Cikanek for the Installation of Native Prairie with Pollinator Habitat Action
13. Authorization to Execute Joint Powers Agreement with the Lower Minnesota River Watershed District for 2024 Services Action
14. Adopt 2024 Cost Share Policy Action
15. Adopt Amendments to Employee Policy Manual Action
16. Update on 2024 Landscaping for Clean Water Program Information
17. Announcements and Reports
Natural Resources Conservation Service
Dakota County
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

18. Upcoming Events

- February 6, 2024 Dakota County Board of Commissioners Meeting and Recognition
Administration Center, 1590 Highway 55, Hastings – 9:00 a.m.
- February 7, 2024 Cannon River Watershed Joint Powers Board Meeting
Rice County Fairgrounds, 1814 2nd Avenue NW, Faribault – 9:00 a.m.
- February 8, 2024 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- February 14, 2024 Lower Mississippi River Watershed Management Organization Meeting
Fleming Field South St. Paul Airport, 1725 Henry Avenue, South St. Paul – 3:00 p.m.
- February 20, 2024 Eagan-Inver Grove Heights Watershed Management Organization Meeting
Eagan Maintenance Facility, 3501 Coachman Point, Eagan – 5:30 p.m.
- February 21, 2024 Black Dog Watershed Management Organization Meeting
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.
- February 21, 2024 Lower Minnesota River Watershed District Meeting
Chaska City Hall, Once City Hall Plaza 2nd Floor – 7:00 p.m.
- February 22, 2024 Vermillion River Watershed Joint Powers Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 1:00 p.m.
- February 27, 2024 Women Landowners Workshop (RSVP Required)
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.
- February 28, 2024 Metropolitan Conservation Districts Joint Powers Board Meeting
TBD – 4:00 p.m.
- March 12, 2024 Minnesota Association of Soil and Water Conservation Districts Legislative Briefing
Radisson St. Paul Downtown, 161 Saint Anthony Avenue, St. Paul – 4:30 p.m.
- March 13, 2024 Minnesota Association of Soil and Water Conservation Districts Day at the Capitol
TBD
- March 13, 2024 Annual Dakota County Crops Day
Dakota Electric Association, 4300 220th Street, Farmington – 8:30 a.m.
- March 13, 2024 Lower Mississippi River Watershed Management Organization Meeting
Fleming Field South St. Paul Airport, 1725 Henry Avenue, South St. Paul – 3:00 p.m.
- March 14, 2024 Dakota County Soil and Water Conservation District Board Meeting
Extension and Conservation Center, 4100 220th Street West, Farmington – 9:00 a.m.

19. Adjourn



MEETING MINUTES

BOARD OF SUPERVISORS MEETING

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, January 11, 2024

9:00 a.m.

4100 220th Street W, Suite 102
Farmington, Minnesota

Board Members Present:

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

SWCD Staff Present:

Brian Watson
Pam LaValle
Curt Coudron
Ashley Gallagher
Todd Matzke

Others Present:

Dain Olson, DCAO
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. Election of the 2024 Officers

Chair Zanmiller opened the floor for nominations for Chair. Supervisor Dee nominated Supervisor Chamberlain as Chair. Zanmiller called for nominations three times.

24.001 Motion by Dee, second by Johnson to elect Supervisor Chamberlain as Chair. All members voting in favor. Motion carried.

Chair Chamberlain opened the floor for nominations for Vice Chair. Supervisor Dee nominated Laura Zanmiller as Vice Chair. Chamberlain called for nominations three times.

24.002 Motion by Dee, second by Johnson to elect Supervisor Zanmiller as Vice Chair. All members voting in favor. Motion carried.

Chair Chamberlain opened the floor for nominations for Treasurer. Supervisor Zanmiller nominated Supervisor Dee as Treasurer. Chamberlain called for nominations three times.

24.003 Motion by Zanmiller, second by Johnson to elect Supervisor Dee as Treasurer. All members voting in favor. Motion carried.

Chair Chamberlain indicated that due to a Board vacancy the Secretary and Public Relations Officers will be combined. Chamberlain opened the floor for nominations for Secretary and Public Relations Officer. Supervisor Dee nominated Supervisor Johnson as Secretary and Public Relations Officer. Chamberlain called for nominations three times.

24.003 Motion by Zanmiller, second by Dee to elect Supervisor Johnson as Secretary and Public Relations Officer. All members voting in favor. Motion carried.

4. Audience

Chair Chamberlain 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.

5. Approval of Agenda

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

CONSENT AGENDA

6. Approval of December 21, 2023 Meeting Minutes

The December 21, 2023 meeting minutes were presented.

7. Approval of January 11, 2024 Accounts Payable

The January 2024 accounts payable were presented.

8. Designate 2024 Financial Depositories as Vermillion State Bank and Castle Rock Bank.

Designate Castle Rock Bank as our primary financial depository and the Vermillion State Bank as our secondary financial depository.

9. Designate 2024 Official Newspaper as the Dakota County Tribune

Designate the Dakota County Tribune as our official newspaper for 2024.

10. Adopt 2024 Board Operating Rules and Guidelines

Adopt Board Operating Rules and Guidelines as presented.

11. Approve 2024 Membership Dues

11.1 Metropolitan Conservation Districts Joint Powers Board (MCD) - \$1,600

11.2 Cannon River Watershed Joint Powers Board (CRWJPB) - \$3,500

11.3 Minnesota Association of Soil and Water Conservation Districts (MASWCD) - \$7,077.92 and MASWCD – Metro Area (MACD) \$350

11.4 National Association of Conservation Districts (NACD) – \$775

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

REGULAR AGENDA

12. Authorization to Provide Final Payment to Daniel Harris for Installation of a Grassed and Rock Lined Waterway

Daniel Harris has completed the construction of a grassed and rock lined waterway in Hampton Township, Vermillion River Watershed. The project was approved for funding at the October 12, 2023 Board meeting at 85% cost share not to exceed \$23,375 based on a cost estimate of \$27,500.

24.006 Motion by Johnson, second by Zanmiller to provide final payment of \$23,375.00 to Dan Harris for the Installation of a Grassed and Rock Lined Waterway. Project funds are available through our FY23 Vermillion WBIF Grant and our agreements with the Vermillion River Watershed Joint Powers Organization and Dakota County. Members voting in favor: Johnson, Dee, Chamberlain, and Zanmiller. Motion carried.

13. Authorization to Submit Proposal to the Minnesota Board of Water and Soil Resources for Soil Health Supplemental Staffing and to Execute Grant Agreement if Awarded.

The BWSR has announced a three-phased approach for soil health initiatives resulting from recent legislative appropriations. Phase one of this soil health programming is to support additional local capacity to work with landowners on increasing the use of practices that advance soil health principles. Up to \$25 million is available via a competitive statewide Request For Proposal (RFP) process that opened on November 15, 2023 and closes on February 8, 2024. Successful applicants would execute grants agreements to fund positions through December 2027.

Funds must supplement traditional sources of funding and may not be used as a substitute for other funds, existing activities, or programs. No match is required. Funding up to \$10,000 per FTE is available for start-up costs such as computers and supplies.

Staff is recommending authorization to submit a proposal of up to \$350,000 and to execute the grant agreement if awarded. If awarded State funding under this proposal, the additional revenue would be used to hire an FTE which would impact our annual budget and staff plans for the second half of 2024 through 2027.

Supervisor Dee abstained from voting.

24.007 Motion by Johnson, second by Zanmiller to submit a proposal to the Minnesota Board of Water and Soil Resources for Soil Health Supplemental Staffing and to Execute Grant Agreement if Awarded. Members voting in favor: Johnson, Chamberlain, and Zanmiller. Motion carried.

14. Establish Board Committees and Appointments for 2024.

Staff is recommending the renaming of our Community Development Committee to a Watershed and Comprehensive Planning Committee and adding a Building Facility Committee for 2024. Watson reviewed the current list of committees and asked for comments and potential changes to the list.

Committee	Member (Primary)	Member (Alternate)
Watershed and Comprehensive Planning	Laura Zanmiller	Kevin Chamberlain
Finance	Jayne Hager Dee	Bruce Johnson
Personnel	Kevin Chamberlain	Laura Zanmiller
Rural Land	Kevin Chamberlain	Jayne Hager Dee
Education and Outreach	Jayne Hager Dee	Laura Zanmiller

Assignment	Primary	Alternate
Metropolitan Conservation Districts JPB	Laura Zanmiller	Bruce Johnson
Legislative Assignment	Jayne Hager Dee	Laura Zanmiller
NRCS Local Work Group	Kevin Chamberlain	Jayne Hager Dee
Cannon River Watershed JPB	Kevin Chamberlain	Jayne Hager Dee

24.008 Motion by Dee, second by Johnson to approve the 2024 SWCD Board Committees and Assignments as listed above. All members voting in favor. Motion carried.

15. Announcements and Reports

Natural Resources Conservation Service

The Natural Resources Conservation Services (NRCS) report was provided by Lizzy Dawson. Dawson provided a program deadline update and an act now program update. Dawson announced she has accepted a new position with NRCS.

Chris Schmidt provided a staffing update and announced they are moving from their Faribault office at the end of February. Staff will telework and work out of the Farmington and Le Center locations until their new space is available.

Dakota County

The Dakota County report was provided by Nikki Stewart. Stewart reported the Joint Powers Agreement is in place between Dakota County and the SWCD. On behalf of the Vermillion River Watershed, Stewart reported The Vermillion River Watershed has two Community Conversation meetings, January 16th from 5 – 7 pm at the Lakeville Water Treatment Facility and January 24th from 5 – 7 pm at the Hastings Pleasant Hills Library to learn about the watershed, comment on goals, share concerns and inform residents about the watershed’s next generation management plan.

Cannon River Watershed Joint Powers Board

No report provided. The next meeting is February 7, 2024.

Vermillion River Watershed Joint Powers Organization

The Vermillion River Watershed Joint Powers Organization report was included in the Dakota County report.

Metropolitan Conservation Districts Joint Power Board

No report provided. The next meeting is February 28, 2024.

Minnesota Association of Soil and Water Conservation Districts

No report provided. Watson stated he attended a legislative committee meeting January 10, 2024 on the legislative policy for the upcoming year; the policy will be released after the MASWCD Board Meeting on January 29th.

District Managers Report

Watson requested the scheduling of a Rural Lands Committee meeting in January to discuss our cost share policies. Watson distributed a packet including campaign and public finance information to the Board and encouraged submittal of their economic interest statements to the Minnesota Campaign Finance Board. Second item in the packet distributed is a proposed draft press release for filling the vacant District 3 Board position and a draft job description. The third item in the packet is the draft minutes from Area IV meeting to share the proposed changes to the bylaws. Watson announced the Dakota County Commissioners and County Administration asked Staff and Board Members to attend the Dakota County Board Meeting on February 6th at 9:00 am for recognition of the SWCD of the year award.

Board of Supervisors Announcements

Laura Zanmiller reported she will be unable to attend the next board meeting.

16. Upcoming Events

The upcoming events were reviewed.

17. Adjourn

24.009 Motion by Dee, second by Zanmiller to adjourn. Motion carried.

The meeting was adjourned at 9:55 a.m.

Respectfully submitted,

Bruce Johnson
Secretary

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 2/8/2024

Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorization to enter into engagement letter with Peterson Company Ltd. for conducting 2023 financial audit.

SUMMARY:

Under Minnesota Statute 103C.325, Soil and Water Conservation Districts are statutorily required to allow the state auditor to annually audit the books of the District and its supervisors or, at the request of the District Board, the state auditor may contract for an annual audit by a certified public accountant.

The District is to be audited at least once every three years or whenever the total revenue since last audit reaches \$500,000. Due to our operating budget being over \$500,000, we are required to have a financial audit completed for fiscal year 2023.

Peterson Company, Ltd. has submitted a cost estimate not to exceed \$5,255 to perform the 2023 financial audit. Last year's audit charge was \$4,500. Staff is recommending Peterson Company Ltd complete the financial audit based on cost and their understanding of Soil and Water Conservation District operations.

EXPLANATION OF FISCAL/FTE IMPACT:

The cost to conduct the financial audit is included in the adopted 2024 budget.

Supporting Documents:

Engagement Letter from Peterson Company Ltd.

Previous Board Action:

None

January 15, 2024

To the Board of Supervisors and District Manager
Dakota County Soil and Water Conservation District
4100 220th St W, Ste 102
Farmington, MN 55024

Enclosed is the audit engagement letter for the fiscal year ending December 31, 2023. The audit will be performed in accordance with all applicable audit standards.

We anticipate that half a day of fieldwork will be required at your office unless the audit is done remotely. During this time and during completion of the audit, we will be happy to answer your questions and assist with policies and procedures at no additional cost. The year-end audit fee will be \$5,225.

The audit fee has increased more than inflationary rates this year, due to additional time to complete audit checklists, staffing, and adopting new audit standards and procedures. As Districts continue to grow and take on more grants, the time required to test Unearned Revenue continues to increase.

Please sign and return the engagement letter in the envelope provided. We look forward to working with you!

Sincerely,

Samantha Hoskins

Samantha Hoskins, CPA
Peterson Company Ltd

PETERSON COMPANY LTD.

CERTIFIED PUBLIC ACCOUNTANTS

570 Cherry Drive | Waconia, Minnesota 55387
952.442.4408 | Fax: 952.442.2211 | www.pclcpas.com

January 15, 2024

Dakota County Soil and Water Conservation District
4100 220th St W, Ste 102
Farmington, MN 55024

CLIENT COPY

Dear Board of Supervisors and District Manager:

The following represents our understanding of the services we will provide Dakota County Soil and Water Conservation District.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Dakota County Soil and Water Conservation District, as of December 31, 2023, and for the year then ended and the related notes, which collectively comprise Dakota County Soil and Water Conservation District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis (MD&A), budgetary comparison information, and PERA schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Contributions
- 4) Schedule of Proportionate Share of Net Pension Liability

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and Government Auditing Standards. As part of our audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is

sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Dakota County Soil and Water Conservation District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even through the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Dakota County Soil and Water Conservation District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a) For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements, and
- c) To provide us with:
 - I. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - II. Additional information that we may request from management for the purpose of the audit;
 - III. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d) For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e) For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f) For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g) For acceptance of nonattest services, including identifying the proper part to oversee nonattest work;
- h) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i) For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j) For the accuracy and completeness of all information provided.

With regard to the required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the required supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding required supplementary information; (c) to include our report on the required supplementary information in any document that contains the required supplementary information and that indicates that we have reported on such required supplementary information; and (d) to present the required supplementary information with the audited basic financial statements, or if the required supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the required supplementary information no later than the date of issuance by you of the required supplementary information and our report thereon.

As part of our audit process, we will request from management, and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services, at the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by Dakota County Soil and Water Conservation District's management.
- Prepare the financial statements with the required footnote disclosures.
- Prepare PERA calculations and amortization schedules.
- Prepare lease amortization calculations and disclosures, if needed.
- Prepare the depreciation schedule, if needed.

We will not assume management responsibilities on behalf of Dakota County Soil and Water Conservation District. However, we will provide advice and recommendations to assist management of Dakota County Soil and Water Conservation District in performing its responsibilities.

Dakota County Soil and Water Conservation District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the financial statement preparation, PERA calculations, lease amortization calculations and disclosures, depreciation schedule, and journal entry proposals previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Dakota County Soil and Water Conservation District's basic financial statements. Our report will be addressed to management and the governing body of Dakota County Soil and Water Conservation District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinion on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in the spring or summer and to issue our reports no later than October 31, 2024.

Samantha Hoskins is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Peterson Company Ltd's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be \$5,225. Included in this audit fee are six bound copies, any additional copies will be prepared at \$15 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices not paid within 30 days will accrue interest at 1.50%. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;

- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Peterson Company Ltd and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Board of Water and Soil Resources or the Minnesota State Auditor's Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Peterson Company Ltd's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Board of Water and Soil Resources or to the Minnesota State Auditor's Office. The Board of Water and Soil Resources or the Minnesota State Auditor's Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Peterson Company Ltd

Peterson Company Ltd
 570 Cherry Drive
 Waconia, MN 55387

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Dakota County Soil and Water Conservation District by:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 2/8/2024
Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Ratify approval of Master Joint Powers Agreement (MJPA) with the Minnesota Board of Water and Soil Resources (BWSR) for providing technical assistance with the RIM Reserve Program.

SUMMARY:

The BWSR administers the Reinvest in Minnesota (RIM) easement program. The RIM is a voluntary program that provides state funds to landowners for establishing conservation easements.

The State is in need of assistance at the local level from Soil and Water Conservation Districts (SWCDs) to assist with program administration and landowner coordination. The role of the SWCD will be to provide easement delivery services, easement acquisition services, conservation plan development and implementation, and construction implementation.

Under the RIM program, funding to local soil and water conservation districts for delivery of this easement program is done through a Master Joint Powers Agreement (MJPA). Once the MJPA is signed, individual work orders can be submitted to BWSR staff for approval and to reimburse local SWCDs.

The last MJPA was executed in September of 2020. BWSR requested signature to this new and updated MJPA by January 31, 2024 to avoid additional administrative delays since the term of the MJPA begins on February 1. Therefore, the MJPA was signed by the District Manager and returned to BWSR. The ending term of the MJPA is January 31, 2029.

There is immediate revenue with this agreement. Rather, it outlines the payment terms once a RIM easement is pursued and a work order is generated through BWSR.

EXPLANATION OF FISCAL/FTE IMPACT:

None at this time.

Supporting Documents:

BWSR Master Joint Powers Agreement

Previous Board Action:

None

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER JOINT POWERS AGREEMENT**

This master contract is between the State of Minnesota, acting through its **Board of Water and Soil Resources**, 520 Lafayette Road, St. Paul, MN 55155 (“State” or “BWSR”) and Dakota Soil and Water Conservation District (“Local Government Unit” or “LGU”).

Recitals

1. Under Minnesota Statute §15.061 and §471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of assistance at the local level to effectively and accurately assist landowners to implement practices to conserve water and soil. Conservation measures on private lands will benefit the public by reducing erosion, sedimentation, siltation, and pollution.
3. Per Rule 8400.3000 through 8400.3930 the State is directed to work with LGUs to implement the RIM Reserve Program.
4. The LGU represents that it is duly qualified and agrees to perform all services described in this MJPA and performed under a Work Order Contract to the satisfaction of the State.

Master Joint Powers Agreement

1 Term of Master Agreement

- 1.1 *Effective Date: February 1, 2024***, or the date the State obtains all required signatures under Minnesota Statute 16C.05, subdivision 2, whichever is later.

The LGU must not work under this MJPA until it is fully executed and the LGU has been notified by the State’s Authorized Representative that it may begin accepting Work Order Contracts.

- 1.2 *Work Order Contracts.*** The term of the work for Work Order Contracts issued under this MJPA may not extend beyond the expiration date of this MJPA. Work orders that are not completed by the expiration date of this MJPA may be transferred to a newly executed MJPA, if applicable, to ensure that the authorized work is completed and LGU is paid.
- 1.3 *Expiration Date: January 31, 2029.***
- 1.4 *Survival of Terms.*** The following clauses survive the expiration or cancellation of this MJPA and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue.

2 Scope of Work

The LGU, who is not a state employee, may be requested to perform any of the following services under a Work Order Contract.

LGU duties related to stewardship of existing easements include:

Stewardship

- Conduct regularly scheduled inspections of completed easements. Report on findings and perform corrective actions and associated enforcement as described in program guidance. Inspections will occur once a year for the first five years after easement recording and then once every three years after the initial inspection cycle.
- Notify BWSR of RIM easement ownership changes.
- Posting of and assisting landowner with maintaining easement boundaries.

Alterations and/or Amendments

- Assist BWSR with alterations and/or amendments.

LGU duties related to easement acquisition include:

Phase 1: Funded Application Through Signed Agreement

- Coordinate with BWSR staff to finalize easement boundary.
- Order legal boundary survey (if necessary).
- Obtain landowner signature(s) on the Reinvest in Minnesota (RIM) Agreement for Conservation Easement and forward to the State.

Phase 2: Receipt of Title Commitment Through Recording of Easement and Implementation of Conservation Plan

- Hire title insurance company and order title commitment.
- Coordinate with landowner to ensure delivery of updated abstracts to the title agent, if necessary.
- Receive and review title commitment and associated documents.
- Coordinate with landowner to ensure exceptions appearing on the title commitment are cleared to the satisfaction of the State.
- Deliver signed original easement to title agent, provide instruction to title agent regarding gap check and recording.
- Receive and review title policies from title agent; forward to BWSR for review and approval.
- Pay title agent and submit documentation to the State for reimbursement.
- Install boundary posts and signs.
- Preparation & implementation of conservation plans.
 - Field inventory and evaluation.
 - Develop conservation plan with landowner.
 - Develop seeding and maintenance plan as necessary.
 - Obtain landowner signatures on the conservation plan.
 - Complete and submit applicable forms for conservation plan payment.
 - Provide conservation plan implementation assistance to landowner.
 - Field inspections as necessary.

LGU duties related to wetland restoration planning, design, and implementation include:

General Duties

- Review of available maps, photos, and other pertinent resources.
- Coordinate project review/needs with landowners, cooperators, other agencies, and local government units.
- Assist cooperator with securing all required project permits, permissions, and authorizations.
- Assist cooperator with contractor bidding and selection.

Optional Technical Assistance

- Perform/assist with on-site data collection, surveying, geotechnical investigations, assessments of drainage and watershed areas.
- Project design.
- Perform or assist with construction staking and layout.
- Perform or assist with construction oversight and observation.
- Perform or assist with project close out and preparation of construction as-builts.

The number of General Duties and Optional Technical Assistance activities completed by the SWCD will determine the level of payment.

The LGU understands that only the receipt of a fully executed Work Order Contract authorizes the LGU to begin work under this MJPA. All effort, expenses, or actions taken before the Work Order Contract is fully executed are not authorized under Minnesota Statutes and are undertaken at the sole responsibility and expense of the LGU. A

sample Work Order Contract is attached and incorporated into this MJPA as Exhibit A.

The LGU understands that this MJPA is not a guarantee of a Work Order Contract. The State has determined that it may have need for the services under this MJPA but does not commit to spending any money with the LGU.

3 Time

The LGU must comply with all the time requirements described in the Work Order Contract.

4 Consideration and Payment

4.1 Consideration. The total of all Work Order Contracts with a district under this MJPA will not exceed **\$17,000,000.00 (Seventeen Million Dollars)**. The State will pay for all services satisfactorily performed by the LGU for all Work Order Contracts issued under this MJPA. The total compensation for an individual Work Order Contract will not exceed **\$150,000.00 (One Hundred Fifty Thousand Dollars)**.

4.2 Reimbursement. The following payment structure is in place under this MJPA:

<u>Easement Stewardship</u> (per easement, paid annually, not to exceed)	\$200*
--	--------

*Actual stewardship payment will be determined based on available funding and easement type but will not be less than \$50 per easement per year.

Alterations and/or Amendments

Alteration	\$2,500
Amendment	\$1,000

Easement Acquisition

Phase 1	\$1,000
Phase 2	\$1,500

Wetland Restoration Planning, Design, and Implementation

Technical Assistance (dependent on level of services provided, not to exceed)	\$4,000
---	---------

4.3 Reimbursable Costs.

The following costs are eligible for reimbursement:

- Postage for mailing easement-related documents
- Title insurance costs associated with preparing and examining the title commitment and issuance of final policy and associated premium, and recording fees; these may be reimbursed following BWSR's receipt and approval of the recorded RIM Conservation Easement and the final title insurance policy
- Posts and associated hardware for posting easement boundaries

The following costs are eligible for reimbursement when necessary and when the LGU has obtained BWSR approval before incurring the cost:

- Boundary surveys
- Archeological surveys
- Tile investigations and/or geotechnical/soils surveys required for restoration planning
- Forest stewardship plan review
- Grazing plan development or review
- Costs incurred by LGU for emergency repairs, management, and practice implementation

4.4 Terms of Payment. Payment will be calculated by BWSR and sent to the LGU following the completion of the LGU's Duties and in accordance with the timing described in this section. No reimbursement requests are necessary for work completed under this MJPA. The LGU will not receive payment for work found by the State to be unsatisfactory performed or performed in violation of federal, state, or local law.

Easement Stewardship: Payment for Easement Stewardship is made annually and calculated based on the number of easements managed by the LGU.

Alterations and/or Amendments: Payment for Alterations and/or Amendments is made following the resolution of the Alteration and/or recording of the Amendment.

Easement Acquisition: Payment for Easement Acquisition is based on the number of Easement Acquisition Phases that were completed. Partial payment (Phase 1 only) is eligible for reimbursement when BWSR has been notified that the landowner wishes to cancel the easement after all work under Phase I has been completed. Full payment (Phases 1 and 2) is eligible for reimbursement when easement acquisition has been completed and payment has been sent to the landowner.

Wetland Restoration Planning, Design, and Implementation: Payment for Technical Assistance is made upon certification of construction. Level of assistance from the LGU will be determined by BWSR.

5 Conditions of Payment

All services provided by the LGU under a Work Order Contract must be performed to the State's satisfaction as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory performed or performed in violation of federal, state, or local law.

6 Authorized Representatives and Project Managers

The State's Authorized Representative for this MJPA is **Sharon Doucette**, 520 Lafayette Road North, St. Paul, MN 55155, (651) 539-2567, sharon.doucette@state.mn.us, or their successor, and has the responsibility to monitor the Contractor's performance.

The State's Project Manager will be identified in each Work Order Contract.

The LGU's Authorized Representative is **Brian Watson**, 4100 220th St W Ste 102, Farmington, MN 55024, (651) 480-7778, brian.watson@co.dakota.mn.us, or their successor. If the LGU's Authorized Representative changes at anytime during this MJPA, the LGU must immediately notify the State in writing.

The LGU's Project Manager will be identified in each Work Order Contract.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 Assignment. The LGU may neither assign nor transfer any rights or obligations under this MJPA or any Work Order Contract without the prior consent of the State and a fully executed Assignment Agreement, executed, and approved by the same parties who executed and approved this MJPA, or their successors in office.

7.2 Amendments. Any amendment to this MJPA or any Work Order Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this master joint powers agreement or any Work Order Contract, that failure does not waive the provision or its right to enforce it.

7.4 Contract Complete. This MJPA and any Work Order Contract contain all negotiations and agreements

between the State and the LGU. No other understanding regarding this MIPA or Work Order Contract, whether written or oral, may be used to bind either party.

8 Indemnification

In the performance of this MIPA by LGU, or LGU's agents or employees, the LGU must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by LGU's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the LGU may have for the State's failure to fulfill its obligation under this MIPA.

9 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the LGU's books, records, documents, and accounting procedures and practices relevant to any Work Order Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MIPA.

10 Government Data Practices

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

If the LGU receives a request to release the data referred to in this Clause, the LGU must immediately notify the State. The State will give the LGU instructions concerning the release of the data to the requesting party before the data is released.

11 Governing Law, Jurisdiction, and Venue

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.

12 Termination

12.1 Termination by the State. The State or Commissioner of Administration may cancel this MIPA and any Work Order Contract at any time, with or without cause, upon 30 days written notice to the LGU. Upon termination, the LGU will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

12.2 Termination for Insufficient Funding. The State may immediately terminate this MIPA and any Work Order Contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the LGU. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the LGU will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the MIPA or Work Order Contract is terminated because of the decision of the Minnesota legislature or other funding source not to appropriate funds. The State must provide the LGU notice of the lack of funding within a reasonable time of the State receiving that notice.

13 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, LGU certifies that as of the date of services performed on behalf of the

State, LGU will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. LGU is responsible for collecting all LGU certifications and may do so utilizing the E-Verify LGU Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All LGU certifications must be kept on file with LGU and made available to the State upon request.

1. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: DocuSigned by: Brian Watson
Signature: Brian Watson
521B8BE4F3A64B0...
Title: District Manager Date: 1/30/2024

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

Print name: DocuSigned by: Sara Freedland
Signature: Sara Freedland
9879A511B468482...
Title: AMS Date: 1/31/2024

2. STATE AGENCY

With delegated authority

Print name: DocuSigned by: Sharon Doucette
Signature: Sharon Doucette
FB1001628CEE45E...
Title: Easement Section Manager Date: 1/31/2024

Exhibit A

STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This Work Order Contract is between the State of Minnesota, acting through its Board of Water and Soil Resources (“State” or “BWSR”) and _____ (“LGU”). This Work Order Contract is issued under the authority of Master Joint Powers Agreement (MJPA) T-Number 249PA, SWIFT Number _____, and is subject to all provisions of the MJPA which is incorporated by reference.

Work Order Contract

1 Term of Contract

1.1 **Effective date: February 1, 2024**, or the date the State obtains all required signatures under Minnesota Statute §16C.05, subdivision 2, whichever is later.

The LGU must not begin work under this Work Order Contract until it is fully executed and the LGU has been notified by the State’s Authorized Representative to begin the work.

1.2 **Expiration date: January 31, 2029.**

2 LGU’s Duties

Stewardship

- Conduct regularly scheduled inspections of completed easements. Report on findings and perform corrective actions and associated enforcement as described in program guidance. Inspections will occur once a year for the first five years after easement recording and then once every three years after the initial inspection cycle.
- Notify BWSR of RIM easement ownership changes.
- Posting of and assisting landowner with maintenance of easement boundaries.

Alteration

- Assist BWSR with alterations.

Amendment

- Assist BWSR with amendments.

Easement Acquisition Phase 1: Funded Application Through Signed Agreement

- Coordinate with BWSR staff to finalize easement boundary.
- Order legal boundary survey (if necessary).
- Obtain landowner signature(s) on the Reinvest in Minnesota (RIM) Agreement for Conservation Easement and forward to the State.

Easement Acquisition Phase 2: Receipt of Title Commitment Through Recording of Easement and Implementation of Conservation Plan

- Hire title insurance company and order title commitment.
- Coordinate with landowner to ensure delivery of updated abstracts to the title agent, if necessary.
- Receive and review title commitment and associated documents.
- Coordinate with landowner to ensure exceptions appearing on the title commitment are cleared to the satisfaction of the State.
- Deliver signed original easement to title agent, provide instruction to title agent regarding gap check and recording.
- Receive and review title policies from title agent; forward to BWSR for review and approval.
- Pay title agent and submit documentation to the State for reimbursement.

- Install boundary posts and signs.
- Preparation & implementation of conservation plans.
 - Field inventory and evaluation.
 - Develop conservation plan with landowner.
 - Develop seeding and maintenance plan as necessary.
 - Obtain landowner signatures on the RIM Conservation Easement.
 - Complete and submit applicable forms for conservation plan payment.
 - Provide conservation plan implementation assistance to landowner.
 - Field inspections as necessary.

Wetland Restoration Technical Assistance - General

- Review of available maps, photos, and other pertinent resources.
- Coordinate project review/needs with cooperators, other agencies, and local government units.
- Assist cooperator with securing all required project permits, permissions, and authorizations.
- Assist cooperator with contractor bidding and selection.

Wetland Restoration Technical Assistance - Optional

- Perform/assist with on-site data collection, surveying, geotechnical investigations, assessments of drainage and watershed areas.
- Project design.
- Perform or assist with construction staking and layout.
- Perform or assist with construction oversight and observation.
- Perform or assist with project close out and preparation of construction as-builts.

3 Consideration and Payment

3.1 **Consideration.** The State will pay for all services performed by the LGU under this Work Order Contract as follows:

- (A) **Compensation.** The LGU will be paid up to \$[100,000.00], in accordance with section 4 of the Master Joint Powers Agreement.

- (B) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the LGU under this Work Order Contract will not exceed \$150,000.00.

3.2. **Payment.** Payment will be calculated by BWSR and sent to the LGU upon completion of the LGU's Duties according to the timing described in the MJPA. Reimbursement requests are not necessary.

4 Project Managers

The State's Project Manager is Sharon Doucette at 651-539-2567. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The LGU's Project Manager is [_____], or his/her assign. If the LGU's Project Manager changes at any time during this Work Order Contract, the LGU must immediately notify the State.

5 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, LGU certifies that as of the date of services performed on behalf of the State, LGU will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. LGU is responsible for collecting all LGU certifications and may do so utilizing the E-Verify LGU Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All LGU certifications must be kept on file with LGU and made available to the State upon request.

SIGNATURES AS REQUIRED BY THE STATE.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 2/8/2024
Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Provide final payment of \$14,535 to Mark Malecha for the installation of water and sediment control basins.

SUMMARY:

Mark Malecha has completed the construction of two water and sediment control basins in Greenvale Township, Cannon River Watershed.

The project was approved for funding at the April 13, 2023 Board meeting at 85% cost share not to exceed \$14,535 and based on a cost estimate of \$17,100.

Project installation has been certified by NRCS staff. Final eligible expenses were \$19,063.02. Staff is recommending final payment of \$14,535.00 (not to exceed contract amount) to Mark Malecha.

EXPLANATION OF FISCAL/FTE IMPACT:

Funds to install the project are available through our FY22 State Cost Share Grant and our agreements with Dakota County and the North Cannon River Watershed Management Organization.

Supporting Documents:

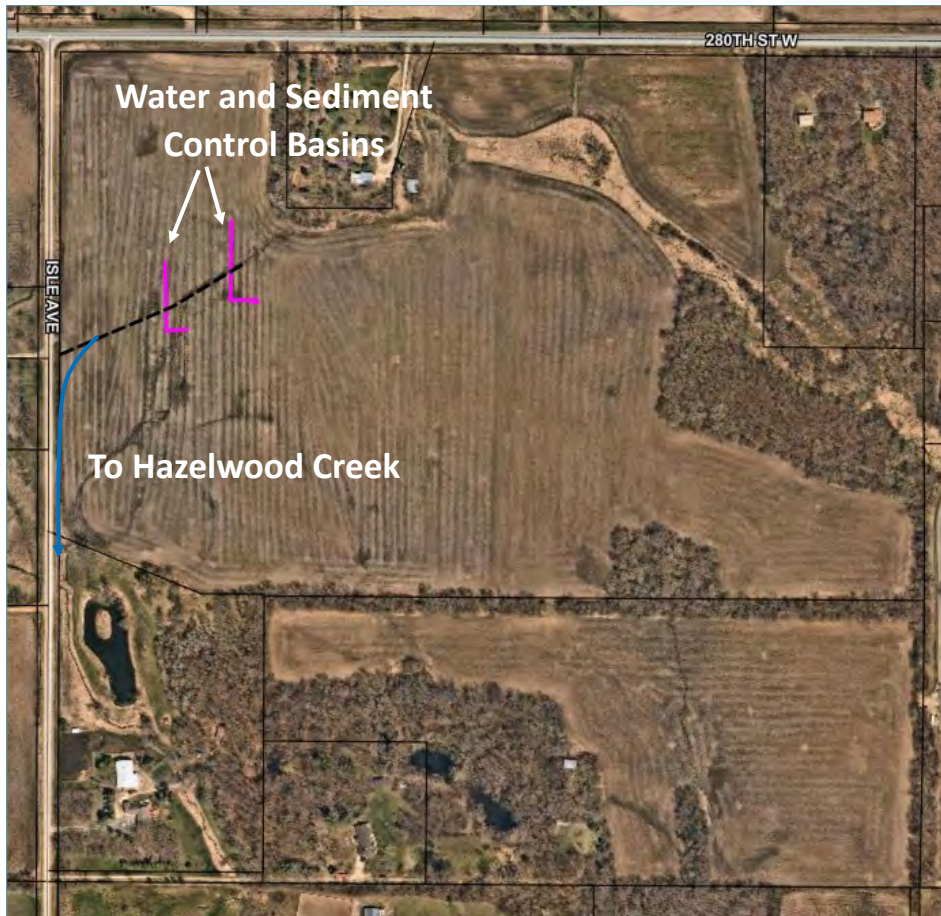
23-IPP-02 Malecha, Mark WASCODs Factsheet

Previous Board Action:

Motion 23.028 on 4/13/23
Authorization to Execute Contract

MARK MALECHA

WATER AND SEDIMENT CONTROL BASINS



PRACTICE:

- Water and Sediment Control Basins

BENEFITS:

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

PARTNERS:

- North Cannon River Watershed Management Organization
- Dakota County
- Minnesota Board of Water and Soil Resources
- USDA - Natural Resources Conservation Service

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Hazelwood Creek

INSTALLATION:

- Fall 2023

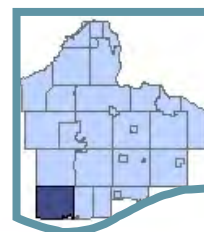
PROJECT: Two water and sediment basins with underground outlets were installed to control gully erosion caused by surface water runoff.

FUNDING:	Estimated Project Cost:	\$19,063
	Cost Share Amount:	\$14,535
	Landowner Amount	\$4,528



LOCATION:

Greenvale
Township





Aerial photo of project area prior to project. Gullies occurred annually in the agricultural field due to concentrated surface water runoff.



Two water and sediment control basins were installed to capture surface water runoff and slowly release it through underground outlets.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 2/8/2024
Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Provide final payment of \$18,093.00 to Gerald Henry and Elaine Marie Swedin Trust for the installation of water and sediment control basins and a grassed waterway.

SUMMARY:

Gerald Henry and Elaine Marie Swedin Trust (Gerry Swedin) has completed the construction of two water and sediment control basins and a grassed waterway in Eureka Township, Cannon River Watershed.

The project was approved for funding at the October 12, 2023 Board meeting at 85% cost share not to exceed \$23,375 and based on a cost estimate of \$27,500.

Project installation has been certified by SWCD staff. Final eligible expenses were \$21,285.88. Staff is recommending final payment of \$18,093.00 (85% of eligible expenses) to Gerald Henry and Elaine Marie Swedin Trust.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds are available through our FY23 Cannon WBIF Grant.

Supporting Documents:

23-IPP-45 Swedin Trust Factsheet

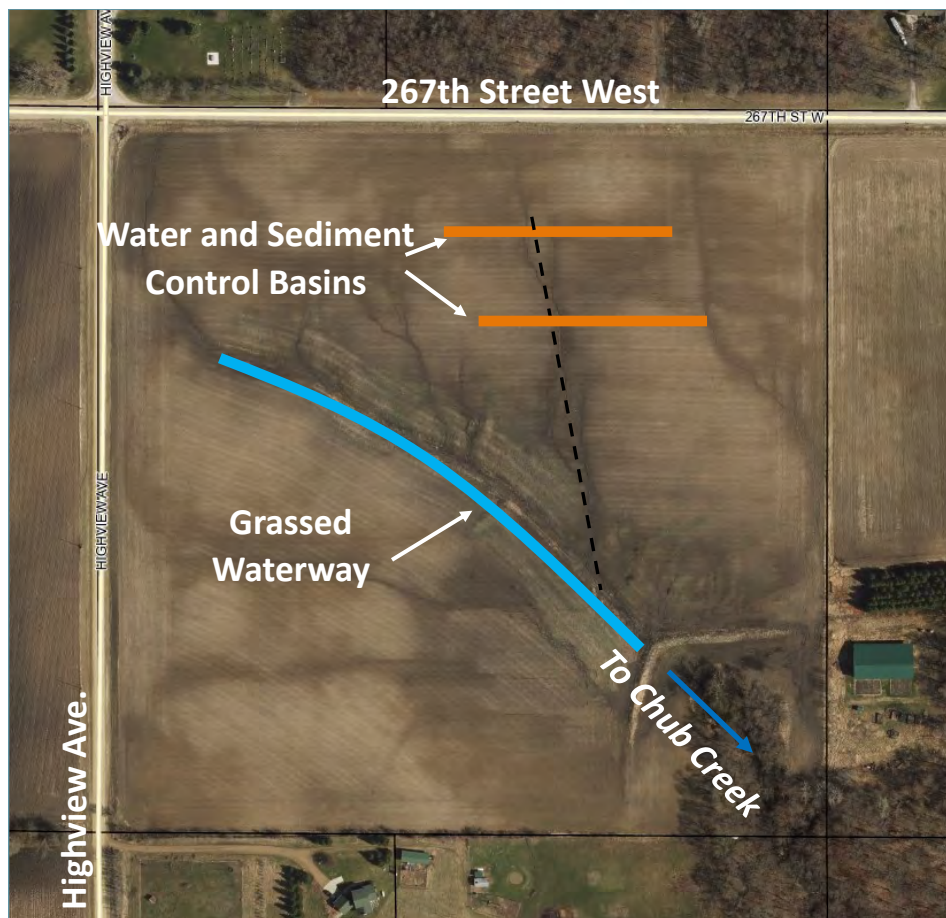
Previous Board Action:

Motion 23.088 on 10/12/2023
Authorization to Execute Contract



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 was causing erosion in the field. A 1,100-foot grassed waterway and two water and sediment basins were constructed to reduce future erosion.

FUNDING:	Estimated Project Cost:	\$21,286
	Cost Share Amount:	\$18,093
	Landowner Amount	\$3,193

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Chub Creek

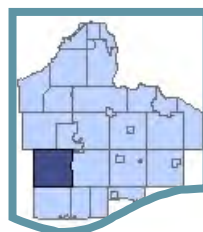
INSTALLATION:

- Fall 2023



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

LOCATION:
Eureka Township



SWEDIN TRUST GRASSED WATERWAY & WATER AND SEDIMENT CONTROL BASINS



A water and sediment control basin was constructed to capture and slowly reduce runoff. A second water and sediment control basin was also constructed upgradient.



Topsoil was stripped in preparation for grassed waterway construction.



The grassed waterway was graded to convey runoff.



The grassed waterway was dormant winter seeded and erosion control blanket was installed to reduce erosion until permanent vegetation is established.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 2/8/2024

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Authorize final payment of \$1,615 to Janelle and Jim Cikanek for the installation of a native prairie with pollinator habitat.

SUMMARY:

Janelle and Jim Cikanek have completed the installation of a 0.6-acre native prairie with pollinator habitat in Sciota Township, Cannon River Watershed.

The project was approved for funding at the June 8, 2023 Board meeting at 85% cost share not to exceed \$1,615 and based on a cost estimate of \$1,900.

Project installation has been certified by SWCD staff. Final eligible expenses were \$2,194.19. Staff is recommending final payment of \$1,615 (not to exceed contract amount) to Janelle and Jim Cikanek.

EXPLANATION OF FISCAL/FTE IMPACT:

Project funds to install the project are available through our FY22 Drinking Water Protection Project grant and our agreement with Dakota County.

Supporting Documents:

22-IPP-24 Cikanek, Janelle and Jim Factsheet

Previous Board Action:

Motion 23.048 on 6/8/23

Authorization to Execute Contract



JANELLE AND JIM CIKANEK NATIVE PRAIRIE RESTORATION



PRACTICE:

- Restoration of Rare and Declining Communities

BENEFITS:

- Improved wildlife habitat, in particular for pollinators
- Improved infiltration and reduced surface water runoff

PARTNERS:

- Dakota County
- Minnesota Board of Water and Soil Resources

WATERSHED:

- Cannon River

RECEIVING WATERS:

- Cannon River

INSTALLATION:

- Fall 2023

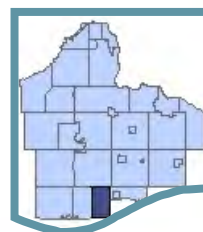
PROJECT: 0.6 acres of former field was restored to native prairie vegetation. The native prairie will improve infiltration, reduce erosion, and provide wildlife habitat, particularly for pollinators.

FUNDING:	Total Project Cost:	\$2,194
	Cost Share Amount:	\$1,615
	Landowner Amount	\$579



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

LOCATION:
Sciota Township



JANELLE AND JIM CIKANEK NATIVE PRAIRIE RESTORATION



The project area was mowed before starting the restoration.



Select trees were removed and others were pruned to increase sunlight for prairie species to flourish.



The project area was treated with herbicide to remove non-native and weedy vegetation.



Brush piles were removed and an additional herbicide treatment was used to prepare the site for seeding.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Roll Call Vote

Meeting Date: 2/8/2024
Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Authorization to execute joint powers agreement with the Lower Minnesota River Watershed District for 2024 services.

SUMMARY:

Staff has drafted and presented a 2024 work plan and budget to the Lower Minnesota River Watershed District (LMRWD). The work plan and budget includes education and community engagement through our Landscaping for Clean Water (LCW) program, technical assistance with fen well monitoring and project installations, and LCW cost share.

The work plan and budget includes a total amount not to exceed \$20,750. The LMRWD Board is anticipated to approve the work plan and budget at their February 21 meeting.

EXPLANATION OF FISCAL/FTE IMPACT:

Services to the LMRWD will be added to the SWCD Budget and staff work plan for 2024.

Supporting Documents:
2024 LMRWD Work Plan and Budget

Previous Board Action:
None

2024 Work Plan and Budget
Lower Minnesota River Watershed District

Task	Calculation			Sub-total
Education and Community Engagement				
	Hours	Rate	Fees	
Landscaping for Clean Water	15	\$95.00		\$1,425.00
Create promotional materials for classes in partnership with Dakota County cities and watershed organizations, organize course materials, and coordinate with partners.				
Education and Outreach Total				\$1,425.00
Technical Assistance				
	Hours	Rate	Fees	
Fen Well Monitoring	100	\$95.00	\$150.00	\$9,650.00
Staff time for groundwater monitoring in Fort Snelling, Nichols, and Quarry Island fens from March 1, 2023 through December 31, 2023 - 10 monitoring trips at 5 hours/trip. Also Includes data management, reporting and site maintenance as needed.				
Landscaping for Clean Water			\$1,800.00	\$1,800.00
SWCD staff time for technical assistance on Landscaping for Clean Water projects.				
		\$600 x 3 project		
Conservation Projects	75	\$95.00		\$7,125.00
Technical assistance for potential projects. <i>Only as requested by Lower Minnesota River WD.</i>				
Technical Assistance Total				\$18,575.00
Cost Share				
	Hours	Rate	Fees	
Landscaping for Clean Water			\$750.00	\$750.00
Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with Dakota SWCD cost share policies.				
		\$250 X 3 projects		
Cost Share Total				\$750.00
Total Agreement Not-to Exceed				\$20,750.00

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Consent Agenda

Request for Board Action

Voice Vote

Meeting Date: 2/8/2024

Prepared by: Curt Coudron

PURPOSE/ACTION REQUESTED:

Adopt 2024 Cost Share Policies

SUMMARY:

Cost share policies are updated and adopted annually to address administrative needs and program goals. The Rural Lands Committee met with staff from the SWCD and from partnering organizations to discuss potential changes to programs and associated policy for 2024. Based on discussions at the committee meeting, current cost-share programs offered are recommended to remain for 2024 and a new pilot program (Lawns Reimagined) is proposed. The six cost share programs available to residents and landowners of Dakota County would include:

- Citizen Conservation Stewards (CCS)
- Conservation Initiative Funding (CIF)
- Community Conservation Partnership (CCP)
- Landscaping for Clean Water (LCW)
- Incentive Payment Practices (IPP)
- Lawns Reimagined (LRI)

Highlights of the proposed cost share policy changes for 2024 include:

Adding a new “pilot” program, “Lawns Reimagined”, focused on assisting homeowners wishing to convert traditional turf lawns into fescue lawns which require less water, fertilizer, and maintenance

Adding new soil health incentives under the Incentive Payment Practices Program to include:

- No-till/strip-till of \$15/acre for a single year contract or \$20/acre/year for a multiple year contract
- Incentives for implementing secondary practices (must implement cover crops, harvestable cover, or reduced tillage to qualify):
 - Nitrogen Inhibitors (\$5/acre)
 - Planting Green (\$10/acre)
 - Split Rate Nitrogen Application (\$5/acre)
 - Irrigation Management (\$5/acre)

Allowing extensions to cover crop planting dates based on current and forecasted weather conditions.

Increase in the native prairie restoration funding to \$4,000 per acre for native prairies that include pollinator habitat.

EXPLANATION OF FISCAL/FTE IMPACT:

Implemented practices under cost share policies require an adequate funding source prior to contract approval

Supporting Documents:

DRAFT 2024 Cost Share Policy

DRAFT 2024 Cost Share Program Factsheets

Previous Board Action:

None

Dakota County Soil and Water Conservation District

202~~3~~4 Cost Share Policies

Staff Credentials

The Dakota County Soil and Water Conservation District (District) will ensure staff has the necessary skills and training to install and maintain projects according to standards and specifications. Building credentials and maintaining or seeking certifications to retain knowledgeable staff is a high priority of the District. Budget allocations for training purposes have been approved for the calendar year and staff time will be dedicated to building skill sets to the extent practical.

Technical expertise of the District includes:

- 1 Certified Professional in Erosion and Sediment Control
- 1 Certified Professional in Storm Water Quality
- 2 Certified Wetland Professionals
- 1 Certified Tree Inspector
- 1 Certified Geographic Information Systems Professional
- ~~5~~6 Staff with USDA – Natural Resources Conservation Service Job Approval Authority under Ecological and Engineering Sciences

When professional engineering is required or specific conservation practices require expertise above current technical capacity, the District will utilize professional engineers or staff from consultants, Dakota County, municipalities, Minnesota Board of Water and Soil Resources or the USDA - Natural Resources Conservation Service.

Delegation

- Under Board action 14.035, the District Board delegated authorization to assign Job Approval Authority for staff under both engineering practices and ecological sciences to the District Manager.
- Under Board action 14.037, the District Board delegated signing of all State grant contracts or reports to the District Manager. Applicant contracts for the installation of conservation practices and supporting project documents such as cost share vouchers will be signed by the District Board of Supervisors and applicant.
- Under Board Action 20.025, the District Board delegated authority to the District Manager to amend cost share contract installation dates if the amendment is not limited by the terms of available funding sources. All other contract amendments must be made by the District Board.
- Under Board Action 20.049, the District Board delegated signature authority on landowner contracts and contract documents to Chair, Vice Chair or Treasurer.
- Under Board Action 22.118, the District Board delegated multiple-year contract payments to the District Manager after the first-year payment provided there are no changes to the contract or practice installed.

Noncompliance

- Cost share contract noncompliance will be reviewed by the District Board in consultation with the Dakota County Attorney's Office. The District Board will attempt to address noncompliance issues with the current landowner **and applicant** on a voluntary basis. Unresolved issues that the District Board is not able to address will be forwarded to the Dakota County Attorney's Office for possible legal action as identified in Article 7 of the Joint Powers Agreement between Dakota County and the District Board and Minn. Stat. 103C.321, Subd. 4.

General Policies Applied to all Funding Programs.

- All funding program contracts and requests for payment for projects under contract require the approval of the District Board.
- All funding programs are subject to fund availability and may be discontinued or subject to program policy revisions by the District Board as it deems appropriate.
- The number of contracts approved may be limited by the amount of funding and staff time available. The District Board reserves the right to limit funding at their discretion.
- Data is collected, created, or maintained by the District during project development and implementation. The landowner and/or applicant may be required to acknowledge and sign a Tennessee Warning regarding use of that data. Failure to provide necessary data or failure to sign the Tennessee Warning may result in inability of the District to provide financial or technical assistance.
- Other than USDA Programs, the District does not provide technical or administrative assistance to other organizations that implement their own financial incentive programs unless specifically identified in a work plan or contractual agreement.
- At its sole discretion, the Board may consider compliance to the terms of a previous or existing District or USDA Cost Share Contract as a prerequisite to entering into a subsequent Cost Share Contract with an applicant.
- It is a District goal to fund voluntary conservation projects. Projects that are completed to meet regulatory requirements are not eligible for funding. However, portions of a project may be eligible for funding if that portion is voluntary and exceeds regulatory requirements. Verification that the project is voluntary may be required from the applicant or applicable regulatory agency.
- The applicant is responsible for the operation and maintenance of structural practices applied under this program to ensure the conservation objective of the practice is achieved for a minimum of 10 years. For non-structural practices (e.g. cover crops), the applicant is responsible for the operations and maintenance for the term specified in their contract.
- It is the District's goal to support and leverage federal USDA program funding, or local funding sources, through District technical assistance and funding.
- If USDA project funds or technical assistance are being used on a joint project, the applicant must sign a Freedom of Information Act release form that allows the District access to applicable information within the applicant's project case file in order to be eligible for District funds.
- The District Board may establish "Priority Locations" through a separate Board action that are eligible for higher funding percentages or incentive payments.

- If the practice has failed prior to the 10-year term due to improper maintenance, the applicant will be responsible for the necessary repairs. If the applicant/landowner decides not to repair the practice to the original specifications, they shall be obligated to reimburse funding in accordance with the approved cost share contract.
- Repair and maintenance activities for serviceable engineered practices that have exceeded their designed lifespan are eligible for cost share funding if the activity will provide water quality or erosion control benefits. An example of an eligible activity is sediment removal from a water and sediment control basin to restore the original capacity of the basin. Funding for repair and maintenance activities may be limited to available funding sources that allow for these types of activities.
- If the title to the land where the practice is installed is transferred to another party before the expiration of the life of cost share contract, it shall be the responsibility of the landowner who signed the contract to advise the new owner that the contract is in force.
- Projects that involve \$100,000 or more of cost share funding from the SWCD will require recording of the conservation practice with the property title. Projects that involve more than \$50,000 but less than \$100,000 of cost share funding will be evaluated on a case-by-case basis and may require recording of the conservation practice with the property title.
- Project inspections will be conducted to meet minimum State requirements, with additional inspections for projects of emphasis. Current inspection schedule includes:
 - Compliance inspections at years 1, 3, 6, and 9 for typical projects under a 10-year contract.
 - Annual compliance inspections for non-structural land management practices. Non-structural land management practices include practices that must be re-established annually (e.g. cover crops and some harvestable covers).
- Existing staff with technical background and knowledge of conservation practices will conduct and sign follow-up compliance inspections for projects currently under contract. For non-compliant projects that require modifications or if additional expertise is needed to determine compliance, the District will utilize appropriate technical expertise.
- For projects using state funds, additional specific requirements may apply, including but not limited to Minnesota prevailing wage, BWSR Native Vegetation Establishment and Enhancement Guidelines, and project signage requirements.

Project Development

- The landowner and applicant shall allow District staff access to property for which the installed conservation practice is located during the life of the contract. The installed practice will be subject to periodic inspections by District staff.
- District Technical Standards include, but are not limited to, the most current: USDA Field Office Technical Guide, MPCA Stormwater Manual, MPCA Protecting Water Quality in Urban Areas, NPDES General Stormwater Permit for Construction Activity, Minnesota Urban Small Sites BMP Manual, Dakota County Low Impact Development Standards, BWSR Native Vegetation Establishment and Enhancement Guidelines and applicable local, state and federal regulations.
- The District will consider funding tile installation only for the following purposes:
 - If it is necessary to establish vegetation for an approved practice.
 - If it is necessary to ensure project success for a minimum of ten years.
 - If it is a support practice or part of an approved practice. (e.g. water and sediment control basins or stormwater runoff controls).
- Funding will not be provided for tile installation if the activity will impact a wetland or for the sole purpose of drainage.

- Funding will not be provided to increase tile capacity or size beyond design capacity for the purpose of agricultural drainage. The applicant is solely responsible for costs associated with increased tile capacity. All modifications or connections must have prior approval to ensure that the changes do not negatively affect the success of the approved practice.
- At the discretion of SWCD, erosion control products with natural, wildlife-friendly netting will be required.
- District staff will work with the applicant to develop a project cost estimate prior to application for funding. If contractor quotes exceed the project cost estimate, Landowner/Applicant may be requested to obtain a minimum of two quotes for the proposed conservation work prior to cost share contract approval or contract amendment by the District Board.
- Unless specified otherwise by Minnesota prevailing wage statutes, the value of in-kind labor, equipment, materials and/or services that are proposed to be provided by the applicant to complete the project, shall be estimated at:
 - General Labor rate of \$30 per hour. (Date, times and activity must be documented)
 - Medium equipment (self-powered equipment under 60 hp) usage, including operator labor at \$60 per hour. (Date, times and activity must be documented)
 - Large equipment (self-powered equipment 60 hp or larger) usage, including operator labor at \$100 per hour (Date, times and activity must be documented)
 - Professional or semi-professional services, such as engineering, labor rate at \$75 per hour. (Date, times and activity must be documented)
 - Other items: Fair market value

Application/Contract

- Applicants are responsible to submit application forms, project plans, operations and maintenance plan, and cost estimates prior to Board approval and in sufficient detail for the District to complete its review.
- For projects where construction will occur on adjacent properties or the project will impound water on adjacent properties not owned by the applicant, a group addendum must be signed by all affected landowners. A division of payment schedule, agreed to by all landowners, must be attached to the addendum.
- The application deadlines for individual programs may be extended at the District Board's discretion.
- Applications not approved may be resubmitted for review in following rounds within the calendar year.
- District Staff will prioritize applications based on local, state and federal priorities and the potential to provide water quality benefits.
- With the exception of the Landscaping for Clean Water Program, District staff shall provide a funding recommendation for each application submitted to the District Board. The district reserves the right to review projects by committee if deemed appropriate.
- The funding amount will not exceed the amount specified on the original cost share contract, unless the applicant, prior to completion of the project, obtains a District Board approved contract amendment to increase funding amounts. Contract amendments shall not be awarded solely due to increased project costs and shall be evaluated by the board on a case by case basis.
- Upon approval by the District Board, the applicant and landowner will receive a letter with a copy of the executed cost share contract stating details of the practice that has been approved, the funding amount, and time schedule to start and complete the project.

Project Implementation

- District staff shall participate in a preconstruction meeting. District staff shall be available to the applicant during construction to answer questions, document installations and provide general construction observation to inform the Applicant of non-compliant project components or conditions.
- Unless otherwise approved by the District Board, a portion of a project becomes ineligible for funding if construction begins on that portion before a cost share contract has been approved.
- The project must be completed in compliance with the terms and conditions of the Cost Share Program Contract and maintained in compliance with the Operation and Maintenance Plan.
- The applicant is responsible for full installation of the project before the project installation deadline listed on the cost share contract. If a deadline extension is required to complete the project, the applicant must make the request prior to the project installation deadline.
- The entire practice shall be installed according to project design requirements, including seeding, mulching, erosion control blanket, or other erosion control devices. Any changes from the approved design requirements shall be agreed to in writing prior to practice certification.

Reimbursement

- The technician with the proper Job Approval Authority shall verify if the practice is complete and meets standards and specifications before final payment is issued.
- Unless the District Board approves joint payment to the applicant and contractor prior to reimbursement, the applicant is responsible to pay, in full, all receipts and invoices directly to the contractor or vendor.
- For percent-based contracts, the applicant must submit invoices or receipts of actual costs in sufficient detail for the District's review. Invoices or receipts must include
 - the name of the vendor;
 - the materials, labor, or equipment used to establish the practice;
 - the component unit costs (e.g., hours, feet, cubic yards, etc.); and
 - the date the work was performed.
- Requests for reimbursement shall include a Voucher and Practice Certification Summary Form submitted at least two weeks prior to the first of the month to allow for District's review and processing.
- Failure to submit invoices or receipts within 90 days of project certification or within the same calendar year as the completion may result in cancellation of the contract.
- For projects that receive a flat rate payment (for example, cover crops or harvestable filter strips), 1099 tax information must be supplied before a final payment will be issued.
- With the exception of multiple-year **non-structural land management practices**~~cover crops and harvestable covers~~, a one-time cost share reimbursement payment will be made by the District Board upon certification that the project has been installed and completed to specifications.

Program-Specific Policies

- Citizen Conservation Stewards (CCS) (See CCS Fact Sheet)
 - CCS funds voluntary (non-agricultural) conservation projects on individual properties.
 - CCS applications are reviewed on a first come, first served basis.
 - With the exception of projects in locations designated as “Priority Locations” by the District Board, CCS amounts are based on a District Board approved percentage range (up to 85%) of the total estimated project costs.
 - The final CCS reimbursement amount is determined by applying the approved percentage to the actual documented project cost and shall not exceed \$5,000 or as limited by District Board action.

- Conservation Initiative Funding (CIF) (See CIF Fact Sheet)
 - CIF funds voluntary (non-agricultural) conservation projects on commercial and/or properties with multiple owners represented by a single legal entity.
 - CIF applications are reviewed on a first come, first served basis.
 - With the exception of projects in locations designated as “Priority Locations” by the District Board, CIF amounts are based on a District Board approved percentage range (up to 85%) of the total estimated project costs.
 - The final CIF reimbursement amount is determined by applying the approved percentage to the actual documented project cost and shall not exceed \$25,000 or as limited by District Board action.

- Community Conservation Partnership (CCP) (See CCP Fact Sheet)
 - CCP funds voluntary (non-agricultural) conservation projects at existing public facilities or properties.
 - CCP applications for projects requesting cost share funds are due by March 15, May 15 or July 15 of each year.
 - With the exception of projects in locations designated as “Priority Locations” by the District Board, CCP amounts are based on a District Board approved percentage range (up to 85%) of the total estimated project costs.
 - The final CCP reimbursement amount is determined by applying the approved percentage to the actual documented project cost and shall not exceed \$50,000 or as limited by District Board action.
 - For purposes of this program, public facilities can include, but are not limited to, buildings, property, recreational areas, and roadways, which are owned, leased, or otherwise operated, or funded, by a governmental body or public entity.

- Landscaping for Clean Water Grants (LCW) (See LCW Fact sheet)
- Eligible project types are limited to raingardens, native gardens and native shoreline plantings that demonstrate compliance with Landscaping for Clean Water technical recommendations.
 - Projects must be at least 100 ft² in size to be eligible.
 - For projects that are estimated to cost less than \$250.00, grant amounts may be adjusted so that grants do not exceed the actual project costs.
 - Grant applicants must successfully complete a Landscaping for Clean Water design workshop and submit a grant application, cost estimate, project plan, plant list, and location map for District staff review and approval.
 - Applicants must receive an initial layout visit prior to beginning any work on the project area or the project. (Grant is not retroactive.)
 - Projects up to 1,000 ft² in size must be planted using live plants with mulch. Projects 1,000 ft² or larger may be seeded.
 - District staff will review applications, select grant recipients, verify completed projects, and distribute grants in accordance to program policy.
 - Applications requesting grant approval will be reviewed in three application rounds. Applications must be received by the application deadline for each respective round. Awarded grants automatically expire if the project is not completed by the completion date of the round it was awarded in. District staff will establish application and completion deadlines each year.
 - The number of grants awarded shall be limited by the amount of funding available and the amount of District staff time available to provide technical assistance. (Application window may be extended at District staff discretion.)
 - The Landscaping for Clean Water grant amount is limited to \$250.00 per application.
 - Only one grant allowed per applicant or property per year.
 - Applications not approved in a preceding round may be resubmitted for review in following rounds.
 - District Staff will prioritize grant awards based on watershed location, proximity to water resources, potential to provide water quality benefits, and whether the applicant has received previous funding from the District.
 - The Board shall determine the amount and source of District funding (if any) to be allocated each year.
 - Partnering organizations may participate by contributing funds. The District will develop an agreement with work plan and provide an annual report listing projects and funds spent.
 - Expired grants and grants not awarded (if any) will be made available to subsequent application rounds or the remaining funds may be reallocated to other cost share programs per the approved work plan.

- Follow up visits will be performed for Landscaping for Clean Water projects at 1 year and 5 years after installation contingent on staff availability.
- Lawns Reimagined Pilot (LRI) (See LRI Fact sheet)
 - Eligible project types are limited to low-maintenance lawn conversions that demonstrate compliance with Lawns Reimagined technical recommendations.
 - Eligible projects must be at least 1000 ft² in size or 50% of existing lawn, whichever is less.
 - The Lawns Reimagined grant amount is limited to seed or plant material for a maximum size of 10,000 square feet. Projects larger than 10,000 square feet may be eligible for a different SWCD cost share program.
 - Grant applicants must successfully complete a Lawns Reimagined workshop and submit a grant application, project plan/location map, and cost estimate for District staff review and approval.
 - District staff will review applications, select grant recipients, verify completed projects, and distribute grants in accordance to program policy.
 - Applications must be received by the application deadline to be eligible. Awarded grants automatically expire if the project is not completed by the completion date of the round it was awarded in. District staff will establish application and completion deadlines each year.
 - The number of grants awarded may be limited by the amount of funding available and the amount of District staff time available to provide technical assistance.
 - Only one grant allowed per applicant or property per year.
 - Applications not approved in a preceding round may be resubmitted for review in following rounds.
 - District Staff will prioritize grant awards based on project location, proximity to water resources, potential to provide water quality benefits, reduction in water usage, and whether the applicant has received previous funding from the District. Prioritization may include, but is not limited to, Dakota SWCD Comprehensive Plan, Dakota County Groundwater Plan, and Watershed Management Plans.
 - Applicants must receive an initial layout visit prior to beginning any work on the project area or the project.
 - Partnering organizations may participate by contributing funds. The District will develop an agreement with work plan and provide an annual report listing projects and funds spent.
 - Follow up visits will be performed for Lawns Reimagined projects at 1 year and 5 years after installation, contingent on staff availability.
- Incentive Payment Practices (IPP) (See IPP Fact sheet)
 - IPP applications for projects requesting cost share funds are due by March 15, May 15 July 15, or September 15th of each year. Applications for non-structural land

management practices and ~~Cover Crop, Harvestable Cover, and~~ Native Prairie Restorations applications are accepted year-round.

- IPP amounts are based on a District Board approved percentage range (up to 85%) of the total estimated project costs with the following exceptions:
 - Funding shall not exceed 50% of the documented project cost for the materials and activities required to seal unused wells in accordance with Minnesota Rules Chapter 4725 (Minnesota Department of Health). Total funding award including all other state, federal, or local funding sources is limited to \$2,000 per sealed well. Well sealing costs may be eligible for low-interest AgBMP loans.
 - For projects where the applicant submits an application for and is awarded USDA-EQIP funds, the combination of state, local, and federal funds shall not exceed 95% of the total documented project cost. Cover crops, no-till/strip-till, and Harvestable Covers that receive USDA funding are not eligible for funding through the IPP program during the same year.
 - Funding percentage may be higher for qualifying projects in locations designated as “Priority Locations” by the District Board.
- Pre-Construction Cover is allowed when temporary cover is necessary for the future installation of structural conservation practices. Eligible acres are defined as the area needed to provide access to the location of the structural practice to be installed and the area to be impacted during installation, which includes the actual location of the practice as well as any surrounding areas that will have disturbance during construction. The temporary cover is to remain in place until construction begins. A flat rate payment of up to \$150 per acre is allowed as part of a contract for the installation of structural practice(s).
- Stormwater Runoff Control (Code 570) practices are not eligible for funding through the IPP program unless otherwise approved by District Board action.
- **Conventional Filter Strips:**
 - The applicant must enroll in the CCRP with the USDA - Farm Service Agency (FSA) and meet all of their site location and crop history requirements.
 - The District will provide up to \$300 per acre per year, in combination with the CCRP, for the establishment of new or existing filter strips.
 - The applicant must choose the maximum allowable CCRP contract length to be eligible for the IPP Filter Strip Program.
 - The applicant is responsible for the costs of seed, planting, and maintenance. CRP cost share may be available through the CRP program.
 - The Conventional Filter Strip Program provides the total contract payment in one lump sum when the filter strip seeding has been completed and certified. The filter strip must be established, operated, and maintained according to USDA-Natural Resources Conservation Service Field Office Technical Guide (NRCS-FOTG) Conservation Practice Standards. All certifications are made by District staff and all payments must be approved by the District Board.
 - Total filter strip payments are limited to \$15,000 per contract.
- **Harvestable Filter Strips:**

- The Harvestable Filter Strip Program eligibility requirements are the same as the current FSA Continuous Conservation Reserve Program (CCRP) site location and crop history standards. District staff completes all eligibility determinations.
 - The minimum filter strip width eligible for payment is 30-feet. The maximum filter strip width eligible for payment is 120-feet.
 - Landowners enrolled in the District's Conventional Filter Strip Program or the Dakota County Farmland and Natural Areas Program are not eligible for the Harvestable Filter Strip Program.
 - The District will provide up to \$150 per acre per year.
 - The Harvestable Filter Strip Program provides the total contract payment in one lump sum when the filter strip seeding has been completed and certified. All certifications are made by District staff and all payments must be approved by the District Board.
 - Total filter strip payments are limited to \$7,500 per contract.
 - The filter strip must be established, operated, and maintained according to NRCS FOTG standards. The applicant is responsible for the costs of seed, planting, and maintenance.
 - Harvesting within the filter strip is allowed only after August 1 of each year to avoid the primary nesting season unless an earlier harvest date is approved by District staff.
 - The minimum remaining vegetation height after harvest is 6-inches for cool season grasses and legumes, and 10-inches for native warm season grasses and forbs.
- **Cover Crops:**
- Cover Crops must meet NRCS Practice Standard 340 (Cover Crop) to be eligible for incentive payments. In addition, cover crops must be planted no later than October 15th. Extensions to the October 15th planting deadline may be approved by staff based on current and forecasted conditions and ability to establish cover before winter. All extensions must be made in writing prior to the October 15th deadline.
 - Applications will be competitively ranked to prioritize project funding.
 - The District will provide up to \$35 per acre per year for cover crops under a single year contract.
 - The District will provide up to \$45 per acre per year for cover crops under a multiple-year contract. To be eligible for a multiple-year contract, cover crops must be planted on the same number of acres and on the same fields for consecutive years. Multiple-year contracts may be 2-year or 3-year contracts.
 - Payment for the first year will be made after certification of the installation and District Board approval. For multiple-year contracts, payments for additional years will be made annually after cover crop seeding has been completed for that year and has been certified by District staff.
 - Total cover crop payments under a single year contract are limited to 160 acres or \$5,600 per contract.
 - Total cover crop payments under a multiple year contract are limited to 160 acres or \$21,600 per contract.

- Fields that receive cover crop funding through USDA-EQIP are not eligible for District funding during the same calendar year.

○ **Harvestable Covers:**

- Harvestable covers are vegetative cover on cropland for protection from erosion and reduction of nutrient losses to groundwater. Harvestable covers are intended to provide soil and groundwater protection throughout as much of the year as possible.
- Harvestable covers must be a new operational practice or implemented in a new location.
- Examples of harvestable covers include but are not limited to: winter camelina, intermediate wheat grass, winter wheat, or other crop that has overwinter cover. Dual crops during the same growing season (such as peas/soybeans in the same year) do not qualify as a harvestable cover.
- Harvestable covers must be seeded by October 15th and have fall establishment with overwinter cover.
- Soil disturbance can only be done after April 1st following overwinter cover.
- Harvesting of the above-ground portion of the crop can be done according to an approved Operations and Maintenance Plan.
- Harvestable covers must provide a water quality benefit based on a commonly accepted water quality model or pollution reduction estimator to be eligible for funding.
- Projects that use non-local funding must meet an established USDA/NRCS practice standard.
- Applications will be competitively ranked to prioritize project funding.
- The District will provide up to \$25 per acre per year for a winter annual harvestable cover under a single year contract.
- The District will provide up to \$35 per acre per year for a winter annual harvestable cover under a multiple-year contract. To be eligible for a multiple-year contract, cover crops must be planted on the same number of acres and on the same fields for consecutive years. Multiple-year contracts may be 2 or 3 year contracts.
- The District will provide up to \$35 per acre per year for perennial harvestable cover under a multiple-year contract. Perennial cover crops must have year-round coverage with minimal soil disturbance throughout the contract life. Multiple year contracts may be 2 or 3 year contracts.
- If nutrient application is planned during the contract period, soil testing information and fertilizer application schedule may be required prior to board approval.
- An Operations and Maintenance plan will be developed and must be followed for all harvestable covers.
- Harvestable cover payments are approved by the District board. Payment for the first year will be made after certification of the installation and District Board approval. For multiple-year contracts, payments for additional years will be

made annually when seeding has been completed for that year and has been certified by District staff.

- Total harvestable cover payments under a single year contract are limited to 160 acres or \$4,000 per contract
- Total harvestable cover payments under a multiple year contract are limited to 160 acres or \$16,800 per contract.
- Fields that receive harvestable cover funding through USDA-EQIP are not eligible for District funding during the same calendar year.

○ No-till/Strip-till:

- No-till/Strip-till must meet NRCS Practice Standard 329 (Residue and Tillage Management, No Till/Strip Till) to be eligible for incentive payments.
- The District will provide up to \$15 per acre per year for no-till/strip-till under a single year contract.
- The District will provide up to \$20 per acre per year for no-till/strip-till under a multiple-year contract. To be eligible for a multiple-year contract, no-till/strip-till must be implemented on the same number of acres and on the same fields for consecutive years. Multiple-year contracts may be 2-year or 3-year contracts.
- Payment for the first year will be made after implementation and District Board approval. For multiple-year contracts, payments for additional years will be made annually after primary crop seeding for that year and no-till/strip-till has been certified by District staff.
- Total no-till/strip-till payments under a single year contract are limited to 160 acres or \$2,400 per contract.
- Total no-till/strip-till payments under a multiple year contract are limited to 160 acres or \$9,600 per contract.
- Fields that receive residue and tillage management funding through USDA-EQIP are not eligible for District funding during the same calendar year.

○ Nitrogen Inhibitors

- Nitrogen inhibitors must be used with applications of nitrogen during the calendar year.
- No-till/strip-till, harvestable covers, or cover crops must be implemented to be eligible for nitrogen inhibitor incentive payments.
- The district will provide up to \$5 per acre for use of nitrogen inhibitors.

○ Planting Green

- The primary crop must be planted into an actively growing cover. Terminating a cover concurrently with planting the primary crop qualifies as planting green.
- No-till/strip-till, harvestable covers, or cover crops must be implemented to be eligible for planting green incentive payments.
- The district will provide up to \$10 per acre for planting green.

○ Split Rate Nitrogen Application

- Nitrogen fertilizer application must be split across multiple applications during the growing season.
- No-till/strip-till, harvestable covers, or cover crops must be implemented to be eligible for split rate nitrogen application incentive payments.
- Funding will not be provided if split rate nitrogen application is a required practice.
- The district will provide up to \$5 per acre for split rate nitrogen application.

o Irrigation Management

- At least one of the following practices must be used to qualify for irrigation management incentives:
 - Testing of irrigation water for nitrogen content and crediting nitrogen towards necessary nitrogen application
 - Use of Irrigation Management Assistant (IMA) tool or other commonly accepted irrigation scheduling tools throughout growing season
- No-till/strip-till, harvestable covers, or cover crops must be implemented to be eligible for irrigation management incentive payments.
- The district will provide up to \$5 per acre for Irrigation Management.

o Native Prairie Restoration

- Native Prairie Restoration (NPR) funds the establishment or enhancement of native vegetation.
- Projects must be 1/2 acre in size or greater to qualify for the NPR incentive payments.
- Native Prairie Restoration projects must meet NRCS Practice Standard 327 (Conservation Cover), 657 (Wetland Restoration), 643 (Restoration and Management of Rare and Declining Habitats), or 645 Upland Wildlife Habitat Management to be eligible for incentive payments.
- Native Prairie Restoration applications requesting funds are accepted all year. Projects will be ranked and prioritized for funding on a monthly basis.
- Funding shall not exceed 85% of the documented project costs and is limited to:
 - ~~\$2,500~~ ~~\$2,000~~ per acre for the establishment of native grasses.
 - ~~\$1,500~~ ~~\$1,000~~ per acre for the enhancement of existing native grass plantings through the addition of pollinator-friendly species such as forbs, sedges, and rushes.
 - Projects that establish native grasses and pollinator-friendly species(forbs) are eligible for the combined limit of ~~\$4,000~~ ~~\$3,000~~ per acre.
 - Total Native Prairie Restoration payments are limited to ~~\$20,000~~ ~~\$15,000~~ per contract.
- All requests for funding must submit a cost estimate at the time of application.

- Enhancement of existing CRP plantings will require coordination with USDA to ensure compliance with existing CRP contract.



LANDSCAPING FOR CLEAN WATER GRANT

LANDSCAPING FOR CLEAN WATER GRANT PROCESS

The Landscaping for Clean Water Grant program makes it easy for Dakota County residents to plan and install native gardens, raingardens, and native shoreline plantings.

Just follow the steps below!

LANDSCAPING FOR CLEAN WATER



Dakota County Soil and
Water Conservation District

- 1. LEARN** Attend a FREE Introduction to Clean Water class for insight on Dakota County water resources, register for the Design Course to plan a garden project, and sign-up for a Garden Maintenance or Natural Shoreline workshop.
- 2. DESIGN** In the Design Course (online or in-person) you will plan a garden for your own yard with Dakota SWCD assistance. A \$25 registration fee includes the Blue Thumb Guide to Raingarden book, property maps, learning materials & more!
- 3. APPLY** Submit an application for consideration to receive a \$250 Landscaping for Clean Water grant.
- 4. INSTALL** Install your garden or shoreline project per approved plan with onsite guidance from the Dakota SWCD's expert staff.
- 5. RECEIVE** You will be awarded a \$250 grant from Dakota SWCD upon project completion.

LANDSCAPING FOR CLEAN WATER GRANT DEADLINES

	Application	Project Completion*
Round 1	April, 2024	July, 2024
Round 2	May, 2024	August, 2024
Round 3	July, 2024	October, 2024

* Grant automatically expires if the project is not completed by this date



Visit www.dakotaSWCD.org for additional information or scan the QR Code.



Raingarden



Native Garden



Native Shoreline
Planting

16 YEARS OF CLEAN WATER
ACCOMPLISHMENTS!!

Workshop Participants 5,491

Projects Completed 705



LAWNS REIMAGINED PILOT PROGRAM

LAWNS REIMAGINED GRANTS

The Lawns Reimagined Pilot Program makes it easy to convert your lawn to one that requires less water, fertilizer, and mowing.

- 1. LEARN** Attend a FREE workshop to learn how to upgrade your lawn to one that requires less water, fertilizer, and mowing.

- 2. PLAN** Using the materials from the workshop and Dakota SWCD staff assistance, create plans for your yard.

- 3. APPLY** Submit an application for your project. SWCD will supply the plant materials and technical assistance if you are willing to do the work!

- 5. WAIT** SWCD will review applications, notify recipients of the grants, and set up on-site visits.

- 5. INSTALL** Install your lawn project per approved plan with onsite guidance from the Dakota SWCD's expert staff.

IMPORTANT DATES:

Workshop #1, Location	TBD, 2024
Workshop #2, Location	TBD, 2024
Application Deadline	July 1, 2024
Project Installation	Sept. 15- Oct. 15, 2024



Visit www.dakotaSWCD.org for additional information or scan the QR Code.



QR code will be updated at start of program



Reduced Mowing



Water Conservation



Less Fertilizer



Program Partners



CITIZEN CONSERVATION STEWARDSHIP PROGRAM



APPLICATION TIMES:

- Applications are accepted all year

PROJECT EXAMPLES:

- Erosion and Slope Stabilization
- Gully, Wetland, Lake or Stream Restorations
- Sediment Basins
- Bioretention Practices
- Shoreline Stabilizations

CONTACT:

- For more information, call the Dakota County Soil and Water Conservation District at (651) 480-7777

COST SHARE FUNDING FOR CONSERVATION PROJECTS!

Up to \$5,000 of cost share funding may be available to Dakota County property owners for qualifying (non-agricultural) water quality projects that preserve or restore natural resources.

The Citizen Conservation Stewardship (CCS) program supports smaller conservation practices on individual properties by providing technical and cost share assistance. Depending on project ranking and the availability of funding, cost share amounts up to \$5,000 may be approved to reimburse the applicant for up to 85% of the actual project cost.

PROJECTS WILL BE COMPETITIVELY RANKED BASED ON:

- Water Quality Improvement
- Benefits to Wetlands, Lakes and Streams
- Soil Erosion Control
- Wildlife Habitat Improvement
- Public Benefit / Public Outreach
- Innovative Applications
- Collaboration With Other Landowners or Organizations



CONSERVATION INITIATIVE FUNDING PROGRAM



COST SHARE FUNDING FOR CONSERVATION PROJECTS!

Up to \$25,000 of cost share funding may be available to install conservation practices that reduce stormwater runoff and improve water quality above the minimum measures required by the regulating agencies.

The Conservation Initiative Funding (CIF) program supports larger conservation practices on commercial or multiple properties by providing technical and cost share assistance. Depending on project ranking and the availability of funding, cost share amounts up to \$25,000 may be approved to reimburse the applicant up to 85% of the actual project cost.

PROJECTS WILL BE COMPETITIVELY RANKED BASED ON:

- Water Quality Improvement
- Benefits to Wetlands, Lakes and Streams
- Soil Erosion Control
- Wildlife Habitat Improvement
- Public Benefit / Public Outreach
- Innovative Applications
- Collaboration With Other Landowners or Organizations

APPLICATION TIMES:

- Applications are accepted all year

PROJECT EXAMPLES:

- New or Redevelopment with Low Impact Development Practices
- Stormwater Retrofit with Best Management Practices
- Erosion and Slope Stabilization
- Gully, Wetland, Lake or Stream Restorations
- Bioretention Practices
- Shoreline Stabilizations

CONTACT:

- For more information, call the Dakota County Soil and Water Conservation District at (651) 480-7777

COMMUNITY CONSERVATION PARTNERSHIP



COST SHARE FUNDING FOR CONSERVATION PROJECTS!

Up to \$50,000 of cost share funding may be available to install bioretention and other stormwater Best Management Practices at public facilities in Dakota County to improve water quality above the minimum measures required by the regulating agencies.

The Community Conservation Partnership (CCP) supports public landowners to implement TMDL and local water management plans by providing technical assistance. Depending on project ranking and the availability of funding, cost share amounts up to \$50,000 may be approved to reimburse the applicant for up to 85% of the actual cost. The applicant's contribution can be based on in-kind value.

PROJECTS WILL BE COMPETITIVELY RANKED BASED ON:

- Subwatershed Pollutant Load Modeling to Quantify Water Quality Benefit
- Priority Sites Having Direct Discharge Without Treatment
- Values Comparison - Most Benefit for the Least Cost
- Priority Locations in Critical Watershed Areas
- Installation Timing
- Identified Project in a TMDL or Local Water Plan

APPLICATION TIMES:

- Applications must be submitted by March 15th, May 15th, or July 15th of each year

PROJECT EXAMPLES:

- Bioretention
- Infiltration
- Filtration
- Soil Amendments
- Rooftop Disconnect
- Reduced Impervious Surface Areas
- Porous Pavements
- Thermal Impact Prevention and Mitigation Practices
- Snowmelt Treatment
- Stormwater Recycling
- Best Management Practices

CONTACT:

- For more information, call the Dakota County Soil and Water Conservation District at (651) 480-7777



INCENTIVE PAYMENT PRACTICES PROGRAM



COST SHARE FUNDING FOR CONSERVATION PROJECTS!

The Incentive Payment Practices (IPP) program provides funding for the voluntary establishment of conservation projects. All projects must demonstrate a water quality or soil health improvement and comply with local, state, and federal regulations. SWCD staff will work with applicants on project planning and design, and to submit a final project application.

Applications are prioritized for funding based on their potential to provide water quality benefits. The number of applications approved may be limited by the amount of funding and staff time available.

PROJECT FUNDING EXAMPLES INCLUDE:

- Up to 85% cost share funding for installation of conservation projects.
- Up to \$300 per acre, per year for up to 15 years, for filter strips.
- Up to \$150 per acre, per year for up to 15 years, for harvestable filter strips
- \$35 per acre (single year contract) or \$45 per acre per year (multi-year contract) for cover crops
- \$25 per acre (single year contract) or \$35 per acre per year (multi-year contract) for harvestable covers
- \$15 per acre (single year contract) or \$20 per acre per year (multi-year contract) no-till/strip-till
- Up to \$4,000 per acre for native prairie restorations that include grasses and pollinator-friendly forbs

APPLICATION TIMES:

- Applications will be ranked and scored periodically throughout the year.
- Applications for land management practices and native prairie restorations are accepted year-round

PROJECT EXAMPLES:

- Grassed Waterways
- Water and Sediment Control Basins
- Critical Area Seeding
- Diversions
- Streambank Stabilization
- Filter Strips
- Harvestable Filter Strips
- No-till/Strip-till
- Cover Crops
- Harvestable Covers
- Perennial Crops
- Native Prairie Restorations

CONTACT:

- For more information, call the Dakota County Soil and Water Conservation District at (651) 480-7777

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Regular Agenda

Request for Board Action

Voice Vote

Meeting Date: 2/8/2024
Prepared by: Brian Watson

PURPOSE/ACTION REQUESTED:

Adopt amendments to Employee Policy Manual

SUMMARY:

Updates to our Employee Policy Manual are proposed – the last updates were made in September of 2021. The Personnel Committee reviewed the draft policy changes at their meeting on December 7, 2023. Subsequently and in accordance with our 5-year joint powers agreement with Dakota County, the updated policies were sent to Dakota County Employee Relations for their review and recommendations. The proposed changes were also provided to staff for input.

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

- Improve language under Remote Work and reference to County Policy 3182
- Further clarify differences between County Policy 3241 under Flex Leave
- New language under Insurance, Workers Compensation and Retirement that summarizes employee benefits including a new Health Savings Plan.

EXPLANATION OF FISCAL/FTE IMPACT:

Amendments to the Employee Policy Manual updates the current language, provides more clarity, and adds employee benefits. However, these proposed amendments are not anticipated to have any substantial impact to annual operating budgets.

Supporting Documents:
Draft Employee Policy Manual

Previous Board Action:
Motion 21.081 on 9/10/2021

Approve Amendments to
Employee Policy Manual

DRAFT

**DAKOTA COUNTY SOIL AND WATER
CONSERVATION DISTRICT**



Employee Policy Manual

TABLE OF CONTENTS

INTRODUCTION	3
JOINT POWERS AGREEMENT WITH DAKOTA COUNTY	3
MISSION STATEMENT	3
PURPOSE OF POLICY MANUAL	3
SCOPE OF POLICY	3
ADOPTION	3
AMENDMENTS AND REVOCATION	4
ADMINISTRATION	4
ROLE OF BOARD OF SUPERVISORS AND STAFF	4
EMPLOYEE WORKDAY	6
OVERTIME/COMPENSATORY TIME	8
TIME RECORDS	9
PAY CALENDAR	10
FLEX LEAVE	11
INSURANCE, WORKERS COMPENSATION AND RETIRMENT	12
LAYOFFS, RESIGNATION AND TERMINATION	14
ALLOWANCE FOR USE OF PERSONAL MOBILE DEVICES	15
FOOT PROTECTION	16
CLOTHING ALLOWANCE	17
TRAINING AND CONFERENCES	18
CREDIT CARD PURCHASES	19
FRAGRANCE USE	20

INTRODUCTION

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

The Dakota County Soil and Water Conservation District (District) and Dakota County (County) have entered into a Joint Powers Agreement (JPA) for the purpose of coordinating activities that best utilize public funds, resources, and technical expertise of each party. This JPA establishes the terms and responsibilities by which the County will provide to the District, insurance coverage, facility use, information technology services, human resource services, procurement services and fleet management services. 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~~ EMPLOYEE POLICY MANUAL

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

SCOPE OF POLICY

The policies stated in this ~~District Employee Policy~~ Manual and ~~the~~ County ~~Policy 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. ~~Questions or suggestions relating to these District policies and procedures should be coordinated with the District Manager. 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 Employee Policy~~ Manual was approved by the Board on xx xx, xxxx and supersedes all previous versions.

AMENDMENTS AND REVOCATIONS

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 District Board~~ is the sole authority for making any changes to this Employee Policy ~~District~~ Manual.

ADMINISTRATION

~~The District Manager will provide~~ Each new employee will be provided information regarding ~~on the~~ County Policy Manual, the District Employee Policy Manual, and current version of the Dakota County Merit Compensation Policy and Plan. The Dakota County Merit Compensation Policy and Plan ~~is adopted by reference but independent action will be taken by the District Board will only be used as a guideline~~ for determining annual ~~Board~~ decisions regarding staff compensation under the Merit Matrix guidelines . 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~~ or 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 **in coordination with Dakota County Employee Relations**
- 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~~ landowner or cooperator **contracts and partner** agreements, ~~land stewardship plans and conservation plans~~**
- Develop new programs and expand existing programs
- Support local, state, and national associations to **provide a method of ~~ensure~~** communication and provide representation of District concepts at all levels
- Prepare and distribute an annual report of accomplishments

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~~ Dakota County Extension and Conservation Center located at 4100 220th Street, Farmington, MN 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 ~~needs 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 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 (FW) 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 an full-time~~ employee use their 30-minute lunch break to reduce their work-day unless Flex Leave or accrued Comp Time is used.

REMOTE WORK ~~SCHEDULE~~

The Board offers full-time or part-time employees the opportunity to ~~Remote Work (RW) if the position duties and responsibilities allow. have a Remote Work Schedule (RWS)~~. Refer to County Policy 3182 (Telework), for more specific information regarding policy definitions, general eligibility, performance standards and expectations. Employees choosing ~~RW a RWS~~ will be allowed to work from a remote location approved by the District Manager instead of ~~reporting to~~ 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 RW ~~remote work and employees should expect this will occur. under an approved RWS.~~ Employees will not be compensated for time spent commuting between their remote location and the District Office or for traveling to meetings or field reviews when the time needed to travel is more than if traveling from the primary work site.

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 **the Districts productivity, the employee's ~~their~~ productivity, their** 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.

COMPRESSED WORK ~~SCHEDULE~~

The Board offers full-time exempt employees the option of working a Compressed Work **(CW)** schedule ~~(CWS)~~. Employees choosing **a CW schedule 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.

OVERTIME/COMPENSATORY TIME

Exempt 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~~ Monday 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.

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.

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 modifications**.

1. 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.
2. The District does not participate in a Flex Leave donation program.
3. The Districts post-employment healthcare savings plan provisions will apply if a terminating employee is eligible to participate

INSURANCE, WORKERS COMPENSATION AND RETIREMENT

This policy includes the essential features of included employee benefits. The District maintains program documents which provide the complete and official source of program coverages and provisions.

INSURANCE BENEFITS

Medical Insurance

Eligible employees and their dependents may participate in the District's group medical plan effective on the first day of the month immediately following employment. Employees may enroll in medical insurance without enrolling in dental insurance. If you waive medical coverage, you must show proof of current insurance.

Dental Insurance

Eligible employees and their dependents may participate in the District's dental insurance plan. You do not need to enroll in medical insurance to be eligible for dental insurance.

Disability Insurance

The District offers both short term and long-term disability insurance to eligible employees.

Life/Accidental Death and Dismemberment Insurance

The District provides term life insurance to all employees. The amount of coverage and the definition of terms are subject to the conditions of the policy presently in place. Additional Life Insurance may be purchased by the employee.

WORKERS COMPENSATION BENEFITS

Refer to County Policy 3260

RETIREMENT BENEFITS

Public Employees Retirement Association (PERA)

The District is a member of the PERA, a statewide organization that administers the retirement funds of District employees. All new employees are required to join the applicable PERA plan.

Deferred Compensation

The District provides two voluntary retirement savings plans to employees. The Nationwide Deferred Compensation Plan and the Minnesota Deferred Compensation Plan offered by the Minnesota State Retirement System. These deferred compensation plans are intended to help employees save for retirement.

Post Employment Health Savings Plan

The District has established a Post Employment Health Care Savings Plan (PEHCSP) as a tax-free savings account for eligible employees to fund their healthcare expenses after they leave employment. Under the terms of this plan, amounts contributed are tax-free, interest earned is tax-free, and payments, which may be used to pay health, dental, and long-term care premiums as well as approved out-of-pocket medical expenses, remain tax-free. Minnesota State Retirement System administers the PEHCSP.

To conform to IRS regulations, employees must contribute towards the PEHCSP. The Board has established that all employees will contribute to the PEHCSP each pay period as follows:

0-5 years of service:	0.5% of salary
6-10 years of service:	1 % of salary
11-15 years of service:	1.5% of salary
16+ years of service:	2% of salary

Years of service to be determined as of the last day of the preceding year.

Each Employee will receive a plan document from Minnesota State Retirement System when they receive your first payroll or severance contribution. The plan document includes a form to make your investment choices.

If separating employee meets criteria to be considered a retiree, 75% of the employee's Flex Leave hours will be deposited in the HCSP plan and 25% of the employee's Flex Leave hours will be paid to the employee. If an employee terminates employment and does not qualify as a retiree, 100% of unused flex leave will be paid to the employee.

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. **The District Manager shall submit written resignation to the 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

All employees of the District that use mobile devices connected to external networks outside of the Districts 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

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~~ \$200 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.

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.

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 in employee IDP's or training activities and conferences associated with specific program requirements **or professional certifications approved by the District Manager.**

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 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), humidifiers 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.

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

Information Item

N/A

Meeting Date: 2/8/2024

Prepared by: Lindsey Albright

PURPOSE/ACTION REQUESTED:

Provide update on 2024 Landscaping for Clean Water (LCW) Program

SUMMARY:

The 2024 LCW classes will be held in-person and virtually this year. Our suite of programming has expanded in recent years to include a new Natural Shoreline Workshop in addition to the Introduction to Clean Water Class, Design Course, and Maintenance Workshop. Classes begin in late February and the schedule is as follows:

Class	Date(s)	Time	Type	City	Address
Intro	2/22/2024	6pm	Virtual	-	-
Intro	3/13/2024	6pm	Virtual	-	-
Design	3/25 & 3/27	6pm	In-person	Apple Valley	Municipal Center, 7100 147th St W, Apple Valley, MN 55124
Intro	4/2/2024	6pm	In-person	IGH	VMCC, 8055 Barbara Ave, Inver Grove Heights, MN 55077
Shoreline	4/8/2024	6pm	In-person	WSP	Dakota Lodge, 1200 Stassen Lane, West St. Paul, MN 55118
Design	4/16 & 4/18	6pm	In-person	Burnsville	City Hall, 100 Civic Center Pkwy, Burnsville, MN 55337
Intro	4/29/2023	6pm	In-person	Lakeville	Ritter Farm Park, 19300 Ritter Trail, Lakeville, MN 55044
Maintenance	4/30/2024	5pm	Virtual	-	-
Design	5/10/2024	12-4pm	In-person	Mendota Heights	Fire Station, 2121 Dodd Road, Mendota Heights, MN 55120
Design	5/13 & 5/20	6pm	In-person	Rosemount	Steeple Center, 14375 South Robert Trail, Rosemount, MN 55068
Intro	6/6/2024	6pm	Virtual	-	-
Design	6/25 & 6/27	6pm	In-person	Eagan	City Hall, 3830 Pilot Knob Road, Eagan, MN 55122

As in past years, city staff will be invited to Introduction classes to allow them to meet with residents and answer city-specific questions as they would at an in-person class.

The Design Course will be offered in-person as a single half-day course or split between two nights and virtually as a series of pre-recorded videos with project materials available to participants via the SWCD Google Drive. We will again provide predetermined “office hours” to provide virtual project consultations and one-on-one design recommendations as well as answer any project installation questions. New and returning program participants continue to enjoy the virtual option as it allows them to complete their project plan on their own time.

Registration for the Landscaping for Clean Water program will take place on-line through the SWCD website. This process proved to be a great tool for organizing participants and tracking.

In 2024, there will be three rounds for submitting LCW grant applications - residents must attend an Introduction and Design Course before submitting a grant application. Grant awards will again be up to \$250 per project installed.

EXPLANATION OF FISCAL/FTE IMPACT:

The LCW program is funded through our annual agreements with watershed management organizations.

Supporting Documents:
None

Previous Board Action:
None