



## AGENDA

### Dakota County Soil and Water Conservation District Board Meeting

Thursday, February 13, 2025 - 9:00 a.m.

Meeting Room 1 – Dakota County Extension and Conservation Center

4100 220<sup>th</sup> Street Farmington, MN 55024

1. Call to Order
2. Pledge of Allegiance
3. Audience  
*Anyone wishing to address the Board regarding an item that is not on the agenda may come forward at this time. Comments are limited to five minutes.*
4. Approval of Agenda (Additions/Corrections/Deletions)
5. Presentation on ACRE – Matthew Belanger, Dakota County Groundwater Unit
6. Introduction of New Staff – Elizabeth Asendorf, Dakota SWCD

### CONSENT AGENDA

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

7. Approval of January 9, 2025 Meeting Minutes
8. Approval of February 13, 2025 Accounts Payable
9. Authorization to Enter into Engagement Letter with Peterson Company Ltd for Conducting 2024 Financial Audit

### REGULAR AGENDA

10. Authorization to Provide Final Payment to Lori Stein  
for Installation of Water and Sediment Control Basins Action
11. Authorization to submit a Request for Inquiry (RFI) for Soil Health Practices Action
12. Adopt 2025 Cost Share Policy Action
13. 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 Supervisors Announcements
14. Upcoming Events  
February 18, 2025 Eagan-Inver Grove Heights Watershed Management Organization Meeting  
Eagan Maintenance Facility, 3501 Coachman Point, Eagan – 5:30 p.m.  
February 19, 2025 Black Dog Watershed Management Organization Meeting  
Burnsville Maintenance Facility, 13713 Frontier Court, Burnsville – 5:00 p.m.

- February 19, 2025 Lower Minnesota River Watershed District Meeting  
Carver County Government Center, 602 East 4<sup>th</sup> St, Chaska – 7:00 p.m.
- February 26, 2025 Metropolitan Conservation Districts Joint Powers Board Meeting  
Washington Conservation District, 455 Hayward Ave N, Oakdale – 4:00 p.m.
- February 27, 2025 Vermillion River Watershed Joint Powers Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 1:00 p.m.
- February 27, 2025 Economics of Soil Health – RSVP Required  
Castle Rock Bank, 4765 292<sup>nd</sup> St. East, Randolph – 9:00 a.m. to 1:00 p.m.
- March 4, 2025 Minnesota Association of Soil and Water Conservation Districts Legislative Briefing  
Radisson St. Paul Downtown, 161 Saint Anthony Avenue, St. Paul – 4:00 p.m.
- March 5, 2025 Minnesota Association of Soil and Water Conservation Districts Day at the Capitol  
TBD
- March 12, 2025 Annual Dakota County Crops Day  
Dakota Electric Association, 4300 220<sup>th</sup> Street, Farmington – Registration 8:30 a.m.
- March 12, 2025 Lower Mississippi River Watershed Management Organization Meeting  
Location TBD – 3:00 p.m.
- March 13, 2025 Dakota County Soil and Water Conservation District Board Meeting  
Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington – 9:00 a.m.

15. Adjourn



## MEETING MINUTES

### BOARD OF SUPERVISORS MEETING

#### DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Thursday, January 9, 2025

9:00 a.m.

4100 220<sup>th</sup> Street W, Suite 102  
Farmington, Minnesota

**Board Members Present:**

Kevin Chamberlain, Chair  
Laura Zanmiller, Vice Chair  
Jayne Hager Dee, Treasurer  
Bruce Johnson, Secretary  
Brian Raney, Public Relations Officer

**SWCD Staff Present:**

Ashley Gallagher  
Pam LaValle  
Curt Coudron  
Joe Barten  
Alex Scurto

**Others Present:**

Brian Wisdorf, DCAO  
Nikki Stewart, Dakota County  
Travis Thiel, Vermillion River

**1. Call to Order and Roll Call**

Chair Chamberlain called the meeting to order at 9:00 a.m. A quorum was present.

**2. Pledge of Allegiance**

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

**3. Election of 2025 Officers**

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

**25.001** Motion by Dee second by Zanmiller 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 Zanmiller as Vice Chair. Supervisor Chamberlain called for nominations three times.

**25.002** 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 Dee as Treasurer. Supervisor Chamberlain called for nominations three times.

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

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

**25.004** Motion by Dee second by Zanmiller to elect Supervisor Johnson as Secretary. All members voting in favor. Motion carried.

Chair Chamberlain opened the floor for nominations for Public Relations Officer. Supervisor Dee nominated Supervisor Raney as Public Relations Officer. Supervisor Chamberlain called for nominations three times.

**25.005** Motion by Zanmiller second by Johnson to elect Supervisor Raney as 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**

**25.006** Motion by Dee second by Johnson to approve the agenda. All members voting in favor. Motion carried.

**6. Presentation – Landscaping for Clean Water 2024 Summary and 2025 Outreach Plan**

**CONSENT AGENDA**

**7. Approval of December 19, 2024 Meeting Minutes**

The December 19, 2024 meeting minutes were presented.

**8. Approval of January 9, 2025 Accounts Payable**

The January 2025 accounts payable were presented.

**9. Designate 2025 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.

**10. Designate 2025 Official Newspaper as the Dakota County Tribune**

Designate the Dakota County Tribune as our official newspaper for 2025.

**11. Adopt 2025 Board Operating Rules and Guidelines**

Adopt Board Operating Rules and Guidelines as presented.

**12. Approval of 2025 Membership Dues**

12.1 Metropolitan Conservation Districts Joint Powers Board \$1,630

12.2 Cannon River Watershed Joint Powers Board \$2,625

12.3 Minnesota Association of Soil and Water Conservation Districts \$7,431.37

12.4 National Association of Conservation Districts \$775

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

**REGULAR AGENDA**

**13. Authorization to Provide Final Payment to Sharing Our Roots for Installation of Native Prairie with Pollinator Habitat.**

Sharing Our Roots has completed the installation of a 3.4 -acre native prairie with pollinator habitat in Greenvale Township, Cannon River Watershed and has been certified by staff. The project was approved for funding at the November 14, 2024 Board meeting with an incentive payment not to exceed \$6,035.

**25.008** Motion by Dee, second by Raney to provide final payment of \$5,427.83 to Sharing Our Roots (24-IPP-66) for installation of native prairie with pollinator habitat. Project funds are available through the Dakota County Capital Improvement Program. Members voting in favor: Chamberlain, Dee, Johnson, Raney, and Zanmiller. Motion carried.

**14. Authorization to Execute Contract with David Ray for Installation of Native Prairie with Pollinator Habitat.**

David Ray is proposing to install a 1.5-acre native prairie with pollinator habitat in Inver Grove Heights, Mississippi River Watershed. Project funds are available through the Dakota County Capital Improvement Program (CIP).

**25.009** Motion by Zanmiller, second by Johnson to execute contract with David Ray (25-IPP-01) not to exceed \$5,950 for installation of native prairie and pollinator habitat. Project funds are available through the Dakota County Capital Improvement Program (CIP). Members voting in favor: Dee, Johnson, Raney, Zanmiller, and Chamberlain. Motion carried.

**15. Authorization to Execute Joint Powers Agreement with MN Department of Natural Resources for Walk-in Access Program.**

The DNR’s Walk-In Access (WIA) program provides public recreational opportunities on private land. The SWCD will work directly with landowners for program enrollment and will be issued \$250 for each parcel/contract completed.

**25.010** Motion by Dee, second by Raney to execute joint powers agreement with MN Department of Natural Resources for walk-in access program. All members voting in favor. Motion carried.

**16. Authorization to Execute Joint Powers Agreement with Lower MN Watershed District for 2025 Services.**

Staff has drafted and presented a 2025 work plan and budget to the Lower MN Watershed District. The work plan and budget include fen well monitoring, education and outreach, technical assistance and support for the installation of projects under the Landscaping for Clean Water Program. The 2025 workplan and budget includes a total amount not to exceed \$22,000 which is an increase of \$1,250 from the previous year.

**25.011** Motion by Raney, second by Dee to execute joint powers agreement with Lower MN Watershed District for 2025 services. All members voting in favor. Motion carried.

**17. Authorization to Execute Joint Powers Agreement with Black Dog Watershed Management Organization for 2025 Services.**

Staff has drafted and presented a 2025 work plan and budget to the Black Dog Watershed Management Organization. The work plan and budget include website maintenance, education and outreach, and support for the installation of projects under the Landscaping for Clean Water Program. The 2025 workplan and budget includes a total amount not to exceed \$32,300 which is an increase of \$800 from the previous year.

**25.012** Motion by Zanmiller, second by Johnson to execute joint powers agreement with Black Dog Watershed Management Organization for 2025 services. All members voting in favor. Motion carried.

**18. Establish Board Committees and Appointments for 2025.**

Staff is recommending the renaming of our Rural Lands Committee to the Policy Committee because the cost-share funding policy covers both rural and urban projects. Gallagher reviewed the current list of committees and asked for comments and potential changes to the list.

<b>Committee</b>	<b>Member (Primary)</b>	<b>Member (Alternate)</b>
Watershed and Comprehensive Planning	Laura Zanmiller	Brian Raney
Finance	Jayne Hager Dee	Bruce Johnson
Personnel	Kevin Chamberlain	Laura Zanmiller
Policy Committee	Kevin Chamberlain	Jayne Hager Dee
Education and Outreach	Brian Raney	Laura Zanmiller
Building Facility	Jayne Hager Dee	Bruce Johnson

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

**25.013** Motion by Dee, second by Johnson to establish committees and appointments. All members voting in favor. Motion carried.

**19. Announcements and Reports**

**Natural Resources Conservation Service**

The Natural Resources Conservation Service program report was provided by Matt Lundberg and presented by Ashley Gallagher.

**Dakota County**

The Dakota County report was provided by Nikki Stewart. Stewart reported the Board approved the 2025 CIP budget.

**Cannon River Watershed Joint Powers Board**

No report provided.

**Vermillion River Watershed Joint Powers Organization**

No report provided.

**Metropolitan Conservation Districts Joint Power Board**

No report provided.

**Minnesota Association of Soil and Water Conservation Districts**

No report provided.

**District Managers Report**

Gallagher requested a policy committee meeting.

**Board of Supervisors Announcements**

No report provided.

**20. Upcoming Events**

The upcoming events were reviewed.

**21. Adjourn**

**25.014** Motion by Dee, second by Johnson to adjourn. All members voting in favor. Motion carried.

The meeting was adjourned at 10:10 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: 2/13/2025

Prepared by: Ashley Gallagher

**PURPOSE/ACTION REQUESTED:**

Authorization to enter into engagement letter with Peterson Company Ltd. for conducting 2024 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 2024.

Peterson Company, Ltd. has submitted a cost estimate not to exceed \$5,850 to perform the 2024 financial audit. Last year's audit charge was \$5,255. 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 2025 budget.

---

**Supporting Documents:**

Engagement Letter from Peterson Company Ltd.

**Previous Board Action:**

None

January 15, 2025

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

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, 2024 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 though 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, 2025.

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 \$5,850 for the audit plus \$600 for each 1W1P or Special Revenue Fund if applicable. 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**

**Regular Agenda**

Request for Board Action

Roll Call Vote

---

Meeting Date: 1/9/2025

Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Provide final payment of \$4,429.07 to Lori Stein for the reconstruction of two water and sediment control basins.

**SUMMARY:**

Lori Stein has completed the reconstruction of two water and sediment control basins in Hampton Township, Cannon River Watershed.

The project was approved for funding at the October 10, 2024 Board meeting at 85% cost share not to exceed \$7,310 and based on a cost estimate of \$8,600.

Project installation has been certified by SWCD staff. Final eligible expenses were \$5,210.67. Staff is recommending final payment of \$4,429.07 (85% of actual expenses) to Lori Stein.

**EXPLANATION OF FISCAL/FTE IMPACT:**

Project funds are available through our FY23 Cannon River Watershed Based Implementation Funding grant with the Minnesota Board of Water and Soil Resources (BWSR)

---

**Supporting Documents:**

24-IPP-62 Stein, Lori WASCBS

**Previous Board Action:**

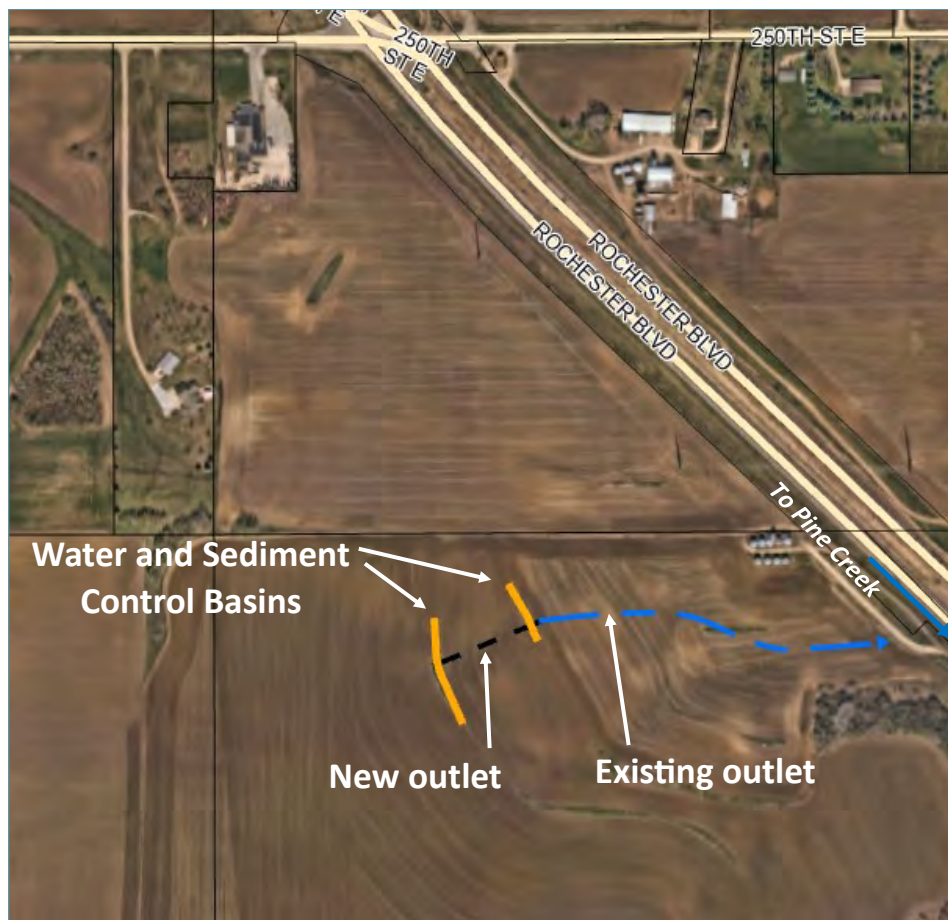
Motion 24.099 on 10/10/24  
Authorization to Execute Contract

Contract Amendment on 11/13/24  
Delegated by Motion 20.025  
Amend Contract Completion Date



LORI STEIN

# WATER AND SEDIMENT CONTROL BASINS



### PRACTICE:

- Water and Sediment Control Basins

### BENEFITS:

- 3.7 tons of sediment per year prevented from traveling downstream
- 3.7 bs. of phosphorous per year prevented from traveling downstream

### PARTNERS:

- Minnesota Board of Water and Soil Resources

### WATERSHED:

- Cannon River

### RECEIVING WATERS:

- Pine Creek

### INSTALLATION:

- Fall 2024

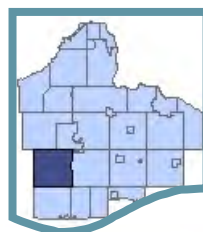
**PROJECT:** Two water and sediment control basins that were beyond their designed lifespan were reconstructed and an additional underground outlet was installed to properly capture and convey surface water runoff from the field.

<b>FUNDING:</b>	<b>Project Cost:</b>	<b>\$5,211</b>
	<b>Cost Share Amount:</b>	<b>\$4,429</b>
	<b>Landowner Amount</b>	<b>\$782</b>



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

**LOCATION:**  
Hampton Township





Erosion was occurring between two existing basins.



The erosion was causing crop damage and soil loss.



The lower basin was reconstructed to increase holding capacity.



The upper basin was reconstructed and an underground outlet was added to convey runoff and reduce future erosion.

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Regular Agenda**

Request for Board Action

Voice Vote

---

Meeting Date: 2/13/2025

Prepared by: Ashley Gallagher

**PURPOSE/ACTION REQUESTED:**

Authorize staff to respond to Board of Water and Soil Resources (BWSR) Request For Inquiry (RFI) for Soil Health Practices.

**SUMMARY:**

The BWSR released the RFI for Soil Health practices on January 31, 2025. This is phase 3 of the state soil health grants. This phase includes federal funds through the Regional Conservation Partnership Program (RCPP) and Clean Water Funds (CWF). All eligible counties are allocated an initial \$180,000 of which \$30,000 can go towards technical assistance. Addition funding is available to grantees each month if 80% of the initial allocation is encumbered. No match is required.

This Board action would allow staff to submit the RFI. The grant workplan and agreement would still require Board action and will be presented to the Board upon receipt from BWSR, which would be in either March or April.

The grant term would be from grant execution, which is to occur before May 30, 2025, until expiration on December 31, 2028.

**EXPLANATION OF FISCAL/FTE IMPACT:**

The revenue from the grant will be incorporated into 2025 staff workplans and cost-share project tracker.

---

**Supporting Documents:**  
BWSR RFI for Soil Health

**Previous Board Action:**  
None





**FY 2025**

**SOIL HEALTH PRACTICES GRANT  
REQUEST FOR INTEREST (RFI)**

**Funding Requests due by 4:30 pm, February 28<sup>th</sup>, 2025**

## TABLE OF CONTENTS

Program Purpose and Timeline .....	3
Eligible Recipients.....	3
Funding Allocation and Match .....	3
Funding Distribution.....	4
Eligible Activities.....	4
Land Uses.....	4
Resource Concerns .....	5
Practices .....	5
Staff Expenses.....	6
Ineligible Activities.....	6
Submitting Funding Requests.....	6
How to Submit a Question .....	6
How to Submit a Funding Request .....	6
Base Grant .....	6
Additional Grants.....	6
Grant Recipient Information .....	6
Grant Agreement.....	6
Grant Work Plan .....	7
Project Period .....	7
Financial Assistance.....	7
District Financial Assistance Policy .....	8
Practice Batching & Ranking.....	8
Farm Bill Payment Eligibility .....	8
Project and Practice Assurances.....	9
File Documentation .....	9
Contracts .....	10
Data Confidentiality.....	10
Tennessee Warning Notice .....	11
Time and Effort Documentation.....	11
Billing Rate.....	11
Grant Reporting and Administrative Requirements.....	11

## PROGRAM PURPOSE AND TIMELINE

The Soil Health Practices Grant is enabled via Minnesota Statutes (M.S.) §103F.06 to provide a financial and technical support program to produce soil health practices that achieve water quality, soil productivity, climate change resiliency, or carbon sequestration benefits. This Soil Health Practice Grants are also enabled through the Natural Resource Conservation Service’s Regional Conservation Partnership Program (Partnership Agreement #3053). The intent of this grant opportunity is to enhance the adoption of cover crops and other soil health practices.

The purpose of this funding request is to:

- 1) Provide expectations for soil health activities implemented through the Soil Health Practices Grant,  
and
- 2) Identify those Soil and Water Conservation Districts (SWCD) which intend to participate in the program.

Funding requests must be received by **4:30pm on February 28, 2025**. Late requests will not be considered.

Grant Cycle	Grant Cycle Dates
Request for Interest - Open Period	February 17 <sup>th</sup> – 28 <sup>th</sup> , 2025.
Anticipated grant agreements sent to grantees	March 2025
Work plan submittal deadline	May 16 <sup>th</sup> , 2025
Grant execution deadline	May 30 <sup>th</sup> , 2025
Grant agreement end date	December 31 <sup>st</sup> , 2028

## ELIGIBLE RECIPIENTS

Minnesota Soil and Water Conservation Districts (SWCDs) located in counties identified in the Regional Conservation Partnership Program proposal (**Attachment A**).

## FUNDING ALLOCATION AND MATCH

This is a non-competitive grant opportunity that offers funding for soil health conservation projects. The total funding appropriation for this program is \$30,000,000. There are two sources of funding:

**Regional Conservation Partnership Program (RCPP) Funds:** (\$25,000,000) This funding source can only be used for Financial Assistance with conservation projects.

**Clean Water Funds:** (\$5,000,000) These funds can be used for staff Technical Assistance/Engineering or Financial Assistance with conservation projects.

No match is required by the grantee.

The federal appropriation language governing the use of these funds includes Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334), The Commodity Credit Corporation Charter Act (15 USC 714 et seq.), and 7 CFR Part 1464.

The state appropriation language governing the use of these funds is in Laws of Minnesota 2023, Regular Session, Chapter 40, Article 2, Section 6(o).

The Clean Water Fund was established in Minnesota Statute 114D.50 to implement part of Article XI, Section 15, of the Minnesota Constitution, with the purpose of protecting, enhancing, and restoring water quality in lakes, rivers, and streams in addition to protecting ground water and drinking water sources from degradation. These funds must supplement traditional sources of funding and may not be used as to substitute for other funds, existing activities, or programs.

---

## FUNDING DISTRIBUTION

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

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

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

## ELIGIBLE ACTIVITIES

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

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

Additional resources for eligible activities can be found within the most up to date [NRCS National Planning Procedures Handbook \(NPPH\)](#), [Minnesota NRCS eFOTG](#), and [NRCS National Resource Concern List and Planning Criteria](#).

---

## LAND USES

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

---

## RESOURCE CONCERNS

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

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

---

## PRACTICES

NRCS practice standards must be followed for the assessment, design, and certification of the following list of practices.

### Eligible Practices:

- Alley Cropping
- Conservation Cover
- Contour Buffer Strips
- Cover Crop
- Critical Area Planting
- Field Border
- Filter Strip
- Forest Farming
- Forest Stand Improvement
- Pasture and Hay Planting
- Prescribed Grazing
- Residue and Tillage Management (no till)
- Riparian Forest Buffer
- Silvopasture
- Tree/Shrub Establishment
- Windbreak/Shelterbelt Establishment and Renovation
- Nutrient Management

Practice standards can be found on the Minnesota eFOTG website under [Section 4 – Conservation Practice Standards & Support Documents](#)

---

## STAFF EXPENSES

Staff expenses are limited to Technical Assistance and Engineering and must fully support activities on eligible land, with eligible land occupiers, for eligible project activities. **Technical Assistance and Engineering expenses must be tied to individual contracts.**

## INELIGIBLE ACTIVITIES

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

## SUBMITTING FUNDING REQUESTS

### HOW TO SUBMIT A QUESTION

Questions regarding funding requests should be directed to your Board Conservationist; a map of work areas and contact information is available at [BWSR Work Area Maps](#). Questions may also be submitted by email to [Jared.House@state.mn.us](mailto:Jared.House@state.mn.us).

### HOW TO SUBMIT A FUNDING REQUEST

---

## BASE GRANT

Requests should be submitted through the following link: <https://www.surveymonkey.com/r/5MHQZQG>. Only one request from each SWCD will be accepted. Responses to the funding request form will be used to generate grant agreements for program funding.

SWCDs wishing to participate in this program at a later date must notify BWSR via the SurveyMonkey link by February 28, 2025. SWCDs choosing this option may request funding by emailing the Soils Programming Coordinator ([jared.house@state.mn.us](mailto:jared.house@state.mn.us)) and their Board Conservationist. These funding requests will be processed by BWSR on the last workday of every month in accordance with the additional grant requests. Please note: SWCDs opting for later participation will forgo the base grant amount of \$180,000 and will instead be eligible for the additional grant amount of \$120,000. Eligibility for the later participation is dependent on funding availability.

---

## ADDITIONAL GRANTS

To request additional grant funds, please submit an eLINK Interim Report within your most recent Soil Health Practices Grant. Eligible requests must demonstrate, through eLINK budgeting, 80% obligation (contracts in-place) of federal RCPP funding allocations of prior Soil Health Practices Grants and adherence to program guidelines. Eligible requests will be processed on a first-come, first-served basis on the last business day of the month, until all funds are expended.

## GRANT RECIPIENT INFORMATION

### GRANT AGREEMENT

BWSR will use grant agreements for assurance of deliverables and compliance with appropriate statutes, rules, established policies, and administrative procedures. Willful or negligent disregard of relevant statutes, rules, and policies may lead to imposition of financial penalties or future sanctions on the grantee.

In the event there is a violation of the terms of the grant agreement, BWSR will enforce the grant agreement and evaluate appropriate actions, up to and including repayment of grant funds at a rate up to 100% of the grant agreement.

The grant agreement will further define grant program requirements.

The BWSR Grants Administration Manual is the primary resource for grant management information. Further guidance and requirements regarding BWSR grant administration can be found in the Grants Administration Manual (<https://bwsr.state.mn.us/grants/manual/>).

## GRANT WORK PLAN

Work plans are required for Soil Health Practice Grants and must be developed following the requirements outlined in this Request for Interest.

Work plans must be established in eLINK and approved before execution of the grant agreement. Initial work plans need only reflect technical assistance/engineering activities. This activity needs to contain a brief description of the anticipated outcomes or accomplishments, and the grant funding amounts budgeted. Additionally, district financial assistance policies and ranking/batching forms must be uploaded into eLINK prior to workplan approval.

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

## PROJECT PERIOD

The project period starts when the grant agreement is executed, meaning all required signatures have been obtained. Work that occurs before this date is not eligible for reimbursement with grant funds.

Grant contract agreement templates can be reviewed on the [Office of Grants Management Forms and FAQs website](#).

All grants and grant activities must be completed by December 31, 2028.

## FINANCIAL ASSISTANCE

Grantees may provide financial assistance to land occupiers for eligible activities up to the maximum program payment rates (Attachment B). Periodically the maximum payment rates may be reviewed upon a written grantee request. Such requests must include quantitative justifications for any requested increase to a payment rate.

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

Flat rates or percentage of installation cost contracts may be used. However, program reporting must follow the structure and/or units outlined within Attachment B (exp. cover crops can be paid under single or multiple species rates and should be based on per/acre calculations). Percentage of installation cost must not exceed the maximum payment rates.

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

---

#### DISTRICT FINANCIAL ASSISTANCE POLICY

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

---

#### PRACTICE BATCHING & RANKING

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

Batching periods may occur as frequently as once per month.

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

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

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

An example ranking form and a historically underserved producer self-certification form will be provided to those requesting to participate in this program.

---

#### FARM BILL PAYMENT ELIGIBILITY

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

Upon the obligation and approval of every practice contract, grantees must submit required documentation into SharePoint to allow NRCS to conduct payment eligibility determinations. Documentation can be uploaded at any point, but reviews will only be conducted on the 15<sup>th</sup> and 30<sup>th</sup> of every month. NRCS will provide notice of eligibility to the grantee within 10 business days from the date the review was initiated.

Prior to disbursing funds to a land occupier, but after practice certification, the grantee must obtain a Producer Farm Data Report and Subsidiary print with Business report. The grantee must confirm that the land remains



under the control of the contracted land occupier and that both the land occupier and the land have maintained eligibility for Farm Bill payments.

## PROJECT AND PRACTICE ASSURANCES

BWSR requires assurances from grantees that installed conservation practices and projects meet the purposes of the grant program, will remain in place for the expected practice lifespan, and will provide the benefits for which they were designed. Practice Design and Certification documentation must be signed by individuals with appropriate levels of Job Approval Authority.

Grantees have the following responsibilities to ensure long-term public benefit of projects:

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

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

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

---

## FILE DOCUMENTATION

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

- Certification of Identity/Authorization to Release Information to a Third Party Form
- Producer Farm Data Report
- Subsidiary Print with Business Report
- Completed Batching & Ranking Form (If applicable, include the Historically Underserved Self-Certification Form)
- Plan Map
- Soils Map and map unit description
- Practice Design
  - Implementation Requirement (IR) Form, identifying resource concern(s)
  - Additional design requirements designated in practice standard
- CPA 52 – Environmental Evaluation, identifying resource concerns.
- CPA 6 – Conservation Notes

- CPA 48 - Cultural Resource Form (If applicable)
- Practice Contract
- Payment Voucher
- Supporting Documentation:
  - Quantities, Materials, Seed Tags, etc.
  - Applicable Invoices
  - Photos of implemented practices not required but strongly encouraged.

---

## CONTRACTS

Conservation practice or financial assistance contracts between grant recipients and landowners are required when funds are used to provide financial assistance to install practices. When used, these contracts must, at a minimum: provide financial assistance information and expectations; identify the responsibility for operation and maintenance, including maintenance or control of the contributing watershed; include a technical and financial plan for failures; allow for inspections by the grantee of the practice; be in effect for a period corresponding to the expected life of the project; and may be required to include replacement provisions and pro-rated pollution effectiveness replacement. All contracts are recommended to be reviewed by the grantee's legal counsel.

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

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

### **Contract numbers must follow a specific unique identification format:**

County Code – Grant Number (1, 2, etc.) – Contract Number  
Example: 14-1-1 (Clay SWCD – Base Grant – Contract 1)

Contract lengths cannot exceed December 31<sup>st</sup>, 2028.

Additional details on contracting are in the [Implementing Contracts with Landowners](#) chapter of the BWSR Grants Administration Manual.

---

## DATA CONFIDENTIALITY

Activities performed under this grant may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

The grantee's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

The grantee agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

The grantee also agrees to comply with the Minnesota Government Data Practices Act (Minn. Stat. Ch 13).

---

## TENNESSEN WARNING NOTICE

Local governments must give individuals notice when collecting private or confidential information from them. This is referred to as a “Tennessee warning notice”. The purpose of the notice is to enable people to make informed decisions about whether to give information about themselves to the government (see Minnesota Statutes, section 13.04, subdivision 2). If Private Data is collected and disseminated as part of a BWSR Grant, BWSR will take the position that a Tennessee warning notice was provided by the LGU to all necessary individuals.

- Local Governments and grant recipients should ask the individual(s) to sign and date a Tennessee warning notice and give the individual(s) a copy as a best practice. However, notices do not need to be in writing.
- Local Governments and grant recipients should limit the private data collected or disseminated to only the data that is necessary to administer a program.
- Local Governments may also want to request assistance from their legal counsel.

## TIME AND EFFORT DOCUMENTATION

Grant recipients are required to account for the staff time charged to BWSR grants in order to track the expenditure of grant funds to ensure the use of the funds is consistent with applicable State and BWSR requirements. Accounting for staff time is important for budgeting, planning, and reporting.

Recipients of BWSR grants may use one of two options for tracking staff time charged to grants:

1. Direct time tracking.
2. Personnel activity reports (PARs) or the equivalent that constitute after-the-fact determinations of grant activities. Activity reports must be prepared and signed at least semiannually by the employee.

---

## BILLING RATE

A billing rate is an hourly rate used to charge staff time to BWSR grants. It consists of the employee’s base hourly rate plus the costs of benefits, leave, and facilities; and administrative costs necessary to keep a person employed and an office running.

Additional details on Time and Effort Documentation are in the [Time and Effort Documentation](#) and [Determining a Billing Rate](#) chapters of the BWSR Grants Administration Manual.

## GRANT REPORTING AND ADMINISTRATIVE REQUIREMENTS

Grant reporting is a means to illustrate achievements and progress made towards program goals and to ensure accountability and transparency in the use of State funds. In general, reports are to contain updates on activities and expenditures that occurred since the previous report and are to be completed **by June 30 and February 1 of each year and within 30 days of the completion of a grant.**

All land occupier data will be reported via a restricted access, grantee specific, SharePoint folder at the time of NRCS farm bill payment eligibility review and at time of financial assistance payment to the producer.

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

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

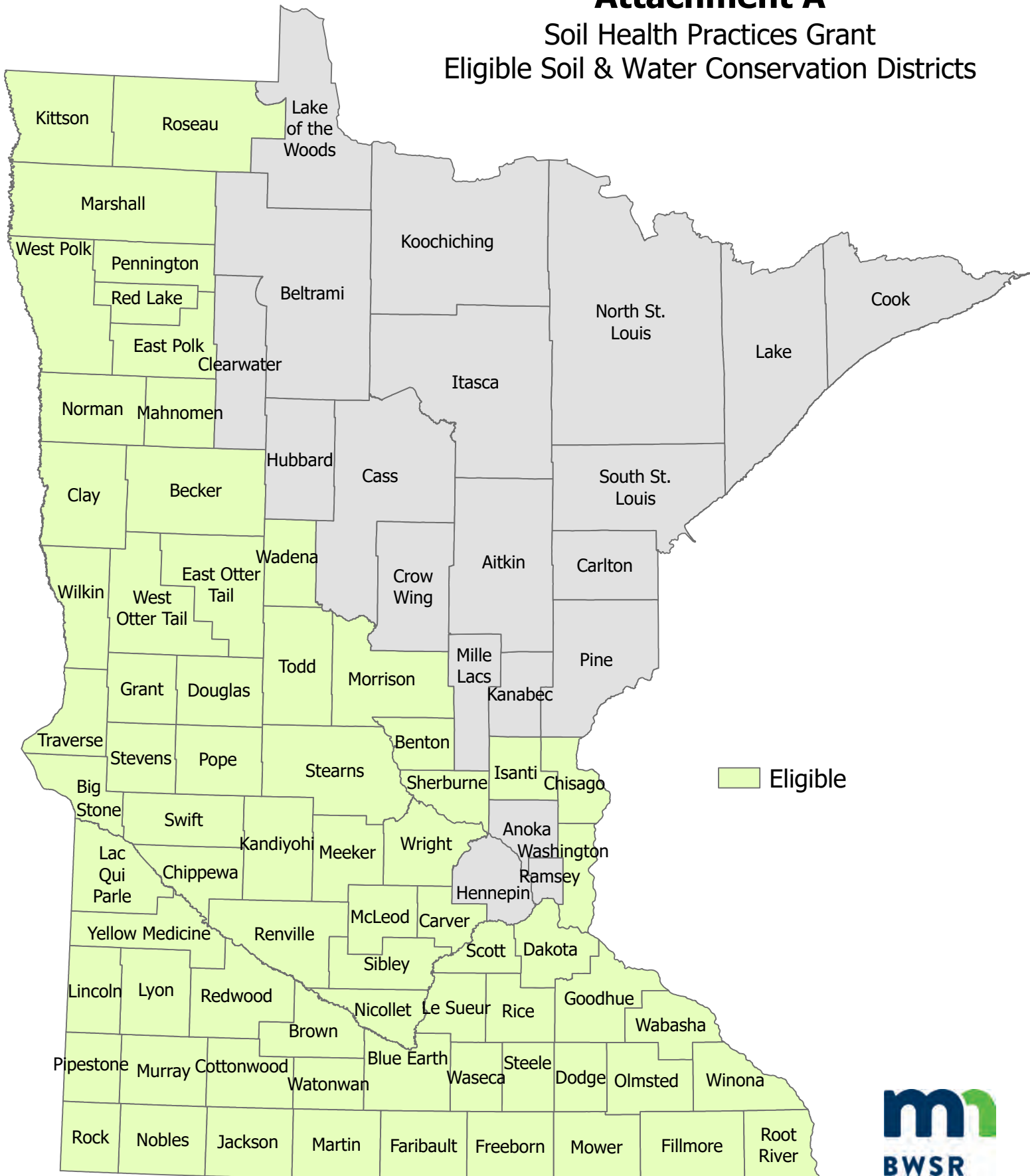
Additional details on Grant Reporting and Administrative Requirements are in the [Grant Reporting Requirements for BWSR Grants](#) and [Closing out a BWSR Grant](#) chapters of the BWSR Grants Administration Manual.

- All grant recipients are required to report on the outcomes, activities, and accomplishments of Clean Water Fund grants. Outputs will serve as surrogates for outcomes.
- When practicable, grant recipients shall prominently display on their website the legacy logo. Grant recipients must display on their website either a link to their project from the Legislative Coordinating Commission Legacy Site (<http://legacy.leg.mn>) or a clean water project summary that includes a description of the grant activities, including expenditure of grant funds and measurable outcomes.
- When practicable, grant recipients must display the Legacy Logo, NRCS Logo, and the disclaimer "USDA is an equal opportunity provider, employer, and lender" on printed and other media used in the promotion of this grant. The Legacy logo and specifications can be found at <http://www.legacy.leg.mn/legacy-logo>. The Natural Resource Conservation District logo will be provided through Share Point.

# Attachment A

## Soil Health Practices Grant

### Eligible Soil & Water Conservation Districts



# Attachment B

## Soil Health Practices Grant

### Maximum Payment Rates

January 29th, 2025

Practice	Code	Rate	Unit
Alley Cropping	311	\$ 700.00	Acre
Conservation Cover	327	\$ 1,000.00	Acre
Contour Buffer Strips	332	\$ 610.00	Acre
Cover Crops	340	\$ 60.00	Acre
Critical Area Planting	342	\$ 700.00	Acre
Field Border	386	\$ 600.00	Acre
Filter Strip	393	\$ 700.00	Acre
Pasture and Hay Planting	512	\$ 800.00	Acre
Forest Stand Improvement	666	\$ 700.00	Acre
Forest Farming	379	\$ 2,000.00	Acre
Prescribed Grazing	528	\$ 80.00	Acre
Residue and Tillage Management (No-Till)	329	\$ 35.00	Acre
Riparian Forest Buffer	391	\$ 3,800.00	Acre
Silvopasture	381	\$ 50.00	Each
Tree and Shrub Establishment	612	\$ 12.00	Each
Windbreak/Shelterbelt Establishment	380	\$ 1.85	Foot
Nutrient Management	590	\$ 75.00	Acre

**DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**Consent Agenda**

Request for Board Action

Voice Vote

---

Meeting Date: 2/13/2025  
Prepared by: Curt Coudron

**PURPOSE/ACTION REQUESTED:**

Adopt 2025 Cost Share Policies

**SUMMARY:**

Cost share policies are updated and adopted annually to address administrative needs and program goals. The Policy Committee met with staff from the SWCD and from partnering organizations to discuss potential changes to programs and associated policy for 2025. Based on discussions at the committee meeting, current cost-share programs offered are recommended to remain for 2025. The six cost share programs available to residents and landowners of Dakota County would include:

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

Highlights of the proposed cost share policy changes for 2025 include:

- Adding policy language that outlines priorities and ranking criteria to be used for soil health applications
- Updating in-kind labor rates
- Aligning IPP application deadlines for structural, vegetative, soil health, and native prairie applications to facilitate ranking of cost share applications.
- Increasing per-acre rates for implementing harvestable covers
- Allowing establishment activities to be included in eligible expenses for native prairie restorations.

**EXPLANATION OF FISCAL/FTE IMPACT:**

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

---

**Supporting Documents:**

DRAFT 2025 Cost Share Policy  
DRAFT 2025 Contract and Voucher Templates

**Previous Board Action:**

None

# Dakota County Soil and Water Conservation District 2025 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
- 1 Certified Wetland Professionals
- 1 Certified Tree Inspector
- 1 Certified Geographic Information Systems Professional
- 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 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 the 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, 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 \$35 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 \$100 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 and Lawns Reimagined 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 certify 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, 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 ft<sup>2</sup> 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 and meet with SWCD staff prior to beginning any work on the project area or the project. (Grant is not retroactive.)
  - Projects up to 1,000 ft<sup>2</sup> in size must be planted using live plants with mulch. Projects 1,000 ft<sup>2</sup> or larger may be seeded.
  - District staff will review applications, select grant recipients, verify completed projects, and distribute grants in accordance with 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.

- Project installations must demonstrate compliance with District staff program and course content recommendations, site visit recommendations, and other correspondence with District staff. Projects that do not comply with District staff recommendations may not be eligible to receive the \$250 grant.
  - 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 ft<sup>2</sup> 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 or attend 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 with 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 is 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, project size, 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 and meet with SWCD staff 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.
  - Project installations must demonstrate compliance with District staff program and course content recommendations, site visit recommendations, and other correspondence with District staff. Projects that do not comply with District staff recommendations may not be eligible to participate.

- 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.
  - 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.
- **Soil Health Incentives**
  - Applications will be prioritized for funding by factors that include distance to surface water, vulnerability of soils to groundwater contamination, location relative to a Drinking Water Surface Management Area (DWSMA), potential pollutant reduction, opportunities for expanded adoption of conservation practices, amount of other incentives received by an applicant/operation, and number of years of previous financial incentives on a field.
  - **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 15<sup>th</sup>. Extensions to the October 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 \$30 per acre per year for a winter annual harvestable cover under a single year contract.
  - The District will provide up to \$40 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 \$40 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 \$4,800 per contract.
  - Total harvestable cover payments under a multiple year contract are limited to 160 acres or \$19,200 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.
- **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.
- **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), 314 (Brush Management), 612 (Tree/Shrub Establishment), or 645 (Upland Wildlife Habitat Management) to be eligible for incentive payments.
- Funding shall not exceed 85% of the documented project costs and is limited to:
  - \$2,500 per acre for the establishment of native grasses.
  - \$1,500 per acre for a pollinator enhancement of existing native plantings to increase the diversity of forbs, sedges, and rushes. \$4,000 per acre for projects that establish native grasses and pollinator-friendly species (forbs, sedges, and rushes).
  - Total Native Prairie Restoration payments of \$20,000 per contract.
- Site preparation, seeding, and approved establishment activities completed within the first three years of the contract. Reimbursement payment for site preparation and seeding will be made after certification of the installation and District Board approval. Payment for subsequent establishment activities will be made annually when activities have been completed for that year and have been certified by District staff.
- All requests for funding must submit a cost estimate at the time of application.
- Enhancement of existing CRP plantings or plantings installed through other programs will require coordination with appropriate agency to ensure compliance with existing requirements.

# PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: 	Contract Number:	Other state or non-State funds? <input type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--	------------------	--	--	---

\*If contract amended, attach amendment form(s) to this contract.

## Applicant

Land Occupier Name	Address	City/State/Zip Code	Project Name
--------------------	---------	---------------------	--------------

\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

## Conservation Practice Location

Project Address	Township Name:	Township No:	Range No.:	Section No.	1/4	1/4,1/4
-----------------	----------------	--------------	------------	-------------	-----	---------

## Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of XX years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

....
------

5. Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the Dakota County SWCD Board, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by XX/XX/XXXX, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include: the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

## Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 100.0%, or state and federal sources that when combined are in excess of 100.0% of the total cost to establish the conservation practice(s). Pre-Construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is:

Practice standards of eligible component(s):	Engineered Practice: <input type="checkbox"/>	Total Project Cost Estimate
	Ecological Practice: <input type="checkbox"/>	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
------	-------------------------------

### Pre-Construction Cover

Is allowed when temporary cover is necessary for the future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a state cost-share contract for the installation of structural practice(s).

Amount/Acre (NTE \$150/acre)	Number of Acres (NTE 10 Acres)	Total Amount

### Amount Authorized for Financial Assistance

#N/A

Amount	Program Name	Fiscal Year

Board Meeting Date	Authorized Signature	Total Amount Authorized
--------------------	----------------------	-------------------------

# FLAT RATE CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: 	Contract Number:	Other state or non-State funds? <input type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--	------------------	--	--	---

\*If contract amended, attach amendment form(s) to this contract.

## Applicant

Land Occupier Name	Address	City/State/Zip Code	Project Name
--------------------	---------	---------------------	--------------

\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

## Conservation Practice Location

Project Address	Township Name:	Township No:	Range No.:	Section No.	1/4	1/4,1/4
-----------------	----------------	--------------	------------	-------------	-----	---------

## Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of XX years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the Operation and Maintenance Plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:
 

USDA-NRCS Field Office Technical Guide (FOTG)
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the Dakota County SWCD Board, will remain in effect unless canceled or amended by mutual agreement, except where installations of practice(s) covered by this contract have not been installed by XX/XX/XXXX, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed Flat Rate Voucher.

## Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice will be located.
2. Obtain any permits required in conjunction with the completion of the practice(s) prior to starting work on the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for the practice(s) named in this agreement.



Date	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

**Conservation Practice**

The primary practice for which cost-share is requested is:

Eligible Component Standards & Names	Engineered Practice: <input type="checkbox"/>	Total Project Cost Estimate
	Ecological Practice: <input type="checkbox"/>	

**Technical Assessment and Cost Estimate**

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be completed and deem the practice(s) needed and that the estimated quantities are practical and reasonable.

Date	Technical Assistance Provider
------	-------------------------------

**Amount Authorized for Financial Assistance**

The Dakota County SWCD has authorized the following for financial assistance, total not to exceed rate of:

Practice	Amount/Acre	Number of Acres	Number of Years	Total Amount
			Total	

Amount	Program Name	Fiscal Year

Board Meeting Date	Authorized Signature	Total Amount Authorized
--------------------	----------------------	-------------------------

