

Due to the current CDC guidelines on social distancing, we are limiting the number in attendance to 8 people at the board meeting. We will also have limited call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#

Phone or physical attendance will be allowed on a first come first serve basis following Wabasha SWCD board members receiving priority for phone or physical attendance. Anyone who is in the at-risk category should consider not attending. If you would like to attend either by call-in or physically, you must notify Sue Cerwinske to hold your place in advance. [susan.cerwinske.wabashaswcd@gmail.com](mailto:susan.cerwinske.wabashaswcd@gmail.com) or 651-560-2053

**Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
April 22, 2021  
8:15 a.m.  
County Board Room  
625 Jefferson Ave.**

**I. CALL MEETING TO ORDER –**

**II. PLEDGE ALLEGIANCE**

**III. AGENDA**

A. Meeting Statement – Terri Peters

Terri Peters made the decision to have call-in and limited number of attendees at the Board Meetings. Consulted with other SWCD's and BWSR on how they were handling meetings because of COVID-19 pandemic and State of Emergency Guidelines. Calling in is allowed under the open meeting law. Phone line set up for SWCD meetings by Wabasha County. Board was contacted about this suggested change and it was agreed that this was the best solution for the situation at this time.

**IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

**V. CONSENT AGENDA -Board Action**

A.

**VI. SECRETARY'S REPORT**

- A. March 25, 2021 Meeting Minutes-**Board Action**
- B. April 16, 2021 Special Meeting Minutes-**Board Action**

**VII. TREASURER'S REPORT:**

- A. Program Record – **Board Action**
- B. District Financial Statements-**Board Action**

**VIII. PAYMENT OF MONTHLY BILLS**

- A. Monthly Bills in the amount of \$80,967.51 -**Board Action**

**IX. DISTRICT REPORTS**

- A. Chair Report – Terry Helbig
- B. County Commissioner – Bob Walkes
- C. District Manager Report – Terri Peters
- D. NRCS Report – John Benjamin
- E. Ecological Technician Report – Henry Stelten
- F. District Technician Report- Matt Kempinger
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske

**X. OLD BUSINESS**

- A. Conservation Project – Lynn Zabel
- B. Casey Leonhardt AgBMP – Update signature approval dates – **Board Action**
- C. Amendment to Whitewater JPB Cover Crop Agreement which extends the date of the Sub-Agreement to December 31, 2023 from December 31, 2022 – **Board Action**
- D. Amendment to Whitewater JPB Agreement for Services In support of Surface Water Assessment Grant (SWAG) program. Changing contractor to SWCD and amounts to be paid for services rendered-**Board Action**
- E. Greater Zumbro River Comprehensive Watershed Management Plan Joint Powers Agreement – **Board Action**
- F. Amendment 1 FY2019 Drinking Water Protection in Southeast Minnesota Sub-Agreement between Fillmore Soil and Water Conservation District and Wabasha Soil and Water Conservation District – **Board Action**

**XI. NEW BUSINESS**

- A. Memorandum of Agreement between The National Association of Conservation Districts (NACD) and the Wabasha Soil & Water Conservation District for NACD TA Grant – **Board Action**
- B. Approve Stephen McNallan contract# 18-Capacity-7 in the amount of \$4,101.39 for NRCS practices 410-Grade Stabilization Structure and 412-Grassed Waterway – **Board Action**
- C. Approve George Meyer contract# 21-Capacity-2 in the amount of \$9,061.64 for NRCS practice 638 Water and Sediment Control Basin – **Board Action**
- D. Approve Wade Nibbe contract# 20-Capacity-6 in the amount of \$3,325.00 for NRCS practice 412-Grassed Waterway – **Board Action**
- E. Approve Voucher payment to Megan Herbers for contract# 20-CWMA-5 in the amount of \$520.50 for practice 314 Brush Management – **Board Action**
- F. Approve Eugene Schnell contract # 20-Capacity-5 in the amount of \$2,550.00 for NRCS practice 412 Grassed Waterway - **Board Action**
- G. Zumbro River Wastewater Discharge Meeting/Training – **Terri Report**

- H. N. Fork Zumbro Mazeppa Change order for current project (Environmental Troubleshooters, Inc.)– **Board Action**
- I. N. Fork Zumbro River Channel Restoration --Lange Property Project Expansion (WSB) - **Board Action**
- J. Approve Theodore Mehrkens contract# 19-DWP-CC-7 in the amount of \$2,700.00 for practice 340 cover crops – **Board Action**
- K. Approve Adam Graner Amendment 1 for Contract# 19-DWP-CC-5 to adjust install dates to 11/1/2021, 11/01/2022 and 11/01/2023. No change to amount of contract \$2,700.00. – **Board Action**
- L. Upcoming Events:
  - i. Tree Pick Up Day April 29, 9 am – 3 pm

**XII. Board Reports**

- A. Whitewater JPB
- B. Zumbro 1W1P
- C. WinLac 1W1P
- D. SE SWCD Technical Support JPB
- E. County Board Meeting
- F. Hiawatha Valley RC&D

**XIII. Adjourn – Board Action**

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**Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
March 25, 2021  
8:15 a.m.  
County Board Room  
625 Jefferson Ave.**

- I. CALL MEETING TO ORDER** – Meeting called to order by Terry Helbig, Chair at 8:18 am  
*Supervisors Present: Terry Helbig, Chair, Lynn Zabel, Co-Chair, Larry Theismann, Secretary, Sharleen Klennert, Treasurer, Chet Ross, Member*  
*Staff Present: Terri Peters, District Manager*  
*Others Present: Bob Walkes, County Commissioner, Dave Balcom, Editor of the Wabasha Herald*  
*Attending by Phone: John Benjamin, NRCS, Brian DeVetter, NRCS, Sue Cerwinske, Bookkeeper/Admin. Asst.*  
*Sheila Harmes, Winona County Water Planner, Whitewater Watershed*

Terri Peters made the decision to have call-in and limited number of attendees at the Board Meetings. Consulted with other SWCD's and BWSR on how they were handling meetings because of COVID-19 pandemic and State of Emergency Guidelines. Calling in is allowed under the open meeting law. Phone line set up for SWCD meetings by Wabasha County. Board was contacted about this suggested change and it was agreed that this was the best solution for the situation at this time.

- II. PUBLIC COMMENTS**  
Comments limited to 5 minutes per speaker

- III. CONSENT AGENDA -Board Action**  
A. WSB – Professional Services Order – Additional services through 5-31-2021  
***Motioned by Klennert and seconded by Theismann to approve the Consent Agenda***  
***Affirmative: Helbig, Zabel, Theismann, Klennert, Ross***  
***Opposed: None***  
***Motion Carried***

**IV. SECRETARY'S REPORT**

A. February 25, 2021 Meeting Minutes-**Board Action**

***Motioned by Ross and seconded by Klennert to approve the Secretary's Report***

***Affirmative: Helbig, Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

**V. TREASURER'S REPORT:**

A. District Financial Statements-**Board Action**

***Motioned by Theismann and seconded by Ross to approve the Treasurer's Report***

***Affirmative: Helbig, Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

**VI. PAYMENT OF MONTHLY BILLS**

A. Monthly Bills in the amount of \$73,904.02 -**Board Action**

***Motioned by Ross and seconded by Klennert to approve the payment of the monthly bills in the amount of \$73,904.02***

***Affirmative: Helbig, Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

**VII. DISTRICT REPORTS**

A. **Chair Report – Terry Helbig**

*Thanked Sue and Sharleen for providing an acronym list to Supervisors*

*Attended Day on the Hill*

B. **County Commissioner – Bob Walkes**

*Attended Day on the Hill*

*Hiawatha Valley RC&D*

C. **District Manager Report – Terri Peters**

*Meetings for both 1W1P's. Local work group provided internal comments that were due for Greater Zumbro 1W1P. The plan will be sent out to State Agencies for review and once that is done, it will be released for public comments.*

*West Indian Plan*

*Prepared for Legislative day, highlights*

*Working with staff on projects. Organize projects that can be worked on together with NRCS*

*Working with Partners. National Fish & Wildlife coming to end. Will need to submit an application for more funding. This grant covers part of Henry Stelten's time.*

*Extra funding for staff time and for more project development.*

*Participated in locally lead work group training with John and Brian. SWCD has been putting the local work group together. Local comments, local feedback for Wabasha County priority projects for funding. Submitted back to NRCS and they go through ranking by National, State and Local criteria. EQIP programs Specific local criteria which pertains to target projects in Wabasha County to be funded.*

*Meeting options: Zoom Meeting. Supervisors contact with landowners, let us know what is important to them.*

- D. **NRCS Report – John Benjamin** – *Report submitted in Board Packet*
- E. **Ecological Technician Report – Henry Stelten** – *Report submitted in Board Packet*
- F. **District Technician Report- Matt Kempinger** – *Report submitted in Board Packet*
- G. **Bookkeeper/Administrative Assistant -Sue Cerwinske** – *Report submitted in Board Packet*

**VIII. OLD BUSINESS**

**A. MASWCD Legislative Day Follow-Up Report: Lynn, Terry, Terri, Bob**

***Discussion:***

*Terry reported that they had a visit with Representative Haley.*

*Lynn reported that Rep. Haley seemed interested, she took notes. Seemed to care what we were talking about.*

*Bob mentioned that Terri did a good job of putting together the Highlights for the legislature, it was informative.*

*Terri mentioned the highlights were from 2019 and 2020. Added a few pictures to give them an idea of actual projects we are working on. 2019 outstanding conservationist. Included programs from 2019 and 2020. Grateful that we have gotten Capacity funding since 2016. Capacity comes from clean water funding.*

**B. Conservation Project – Lynn Zabel**

***Report from Lynn:***

*Included cover page of GAO report in Board packet. It gives you a good idea why there was a problem in the first place. Our idea for a local program has potential but funding is always an issue. Lynn noted that he noticed that many large chemical and other corporations seem to be promoting carbon programs for large landowners. It seems like SWCD's and other environmental organizations should try and take advantage of the carbon sequestration boom to generate money to promote conservation. Lynn attended online meeting for Hiawatha Valley Resource Conservation and Development area. One member said that the MAWQCP already did what we were proposing. Lynn stated, it partly addresses the issues, but he would get more information.*

*Lynn researched MAWQCP, as of 2020, 977 landowners signed up for 685,000 acres, but there are 67,500 landowners and 2,540,000 acres in Minnesota. It solves some of the problem, but have a long way to go. There seems to be room for more efforts. Lynn received an email from Robert Harris III the new Executive Director of Hiawatha Valley RC&D. He is interested in expanding scope of where Hiawatha Valley RC&D should be focusing on. He would like to hear more and would like to follow up by zoom. Research to do. Lynn sent GAO report and some other research to him. Once Robert has looked it over, they can have an informative discussion.*

C. **Program evaluation – Forestry Day, 5<sup>th</sup> Grade Conservation Day, Envirothon, WWJPB, RC&D, Others? – Board Discussion**

**Discussion:**

**Forestry Day** - Terry needs to get together with County Forestry Group. Wasn't able to get in contact with Mark Miller. Event has been well attended. Hopefully we can have it next year 2022. Terri work with Henry through the year to get trained. SWCD planned and organized it the last couple of years.

**5<sup>th</sup> Grade Conservation Day** – Right now we have Conservation Cubes in the classrooms. Mark Miller ordered some trees and we could take to classrooms. Talk about fish, forestry and soil scientist, could have them think about having a career as a Professional in Conservation.

**Envirothon** – Angela White, Olmsted SWCD has been organizing it for last couple of years. What are the barriers that keeps high school team from going to the Envirothon. Funding for teachers/schools. Teams are given a topic and materials to study. They give a presentation/report. Then they go to different sites, hear from resource professionals on the topic. Outdoor sites with different subjects, they get tested at each subject site. Asked Sharleen if the school budget would allow money for this. She said not this year, maybe next year interested in helping with that. Offer scholarships if they win. Regional/State/National Teams. Bob asked if FFA chapters could partner with us. Terri said yes. Each county SWCD has a staff person on the committee that help organize. Location changes every two years to wherever suitable. Need presenters and judges. Each county has to reach out to schools to try to get them involved by emailing or phone calls.

D. **West Indian 319 Plan – Update Terri**

319 Plan, Terri is working with MPCA on final changes. Greg Johnson, MPCA has a few things on his end to complete. This plan will then act as the grant application. Currently discussing on getting added to NRCS priority list. Will be meeting with Sharon Carpenter, NRCS State Office. Brian DeVetter will be joining in on meeting to discuss getting added to prioritization. Potentially NRCS would get a pot of money to go towards projects in that area. Plan will cover all area that flows into that water body. Implementation covers 10 years. Application process for priority watershed. Grant money to go to whole project at for small watershed. Selected in B Group, second group through this process.

4 years of implementation of plan we would get \$292,010, but one group dropped out and now will get \$324,454 from Federal funds. Can't use NRCS fund to match. We are expected to find 40% match. During project development, partners came together to see where they could help implement. Shouldn't have any problem finding partner for match, such as DNR Forestry, TNC.

E. **Discussion on tablets, emails, IT (bring questions)**

***Discussion:** Terri stated that wanted to change because our Gmail addresses are lengthy. To be consistent we had the County set up .Org emails. Private Domain, which the county manages. If FSA/NRCS would have a shutdown, we would lose access to our information. Whichever one you want to use, is fine. Just let us know your preference.*

F. **Lynn - Seed Prices – Environmental Troubleshooters**

*Lynn Reported on Seed prices for Zumbro bank restoration: “The oat seed bid range quoted in the information from the contractor ranged from .86 to 11.50 per pound. The lowest bid was used but the price for seed oats from a farm seed dealer is 27.23 cents per pound. The seed prices run a bit high, but the difficult issue is that the seed mixes required by the contract include more exotic blends that are only handled by a limited number of seed suppliers. Some may be justified if they are for pollinators or other specific reasons but for the purposes of securing the stream bank less expensive and more common plants could do the job. All in all, it is not an issue we can change due to requirements for the seed mixes being pre-determined.”*

IX. **NEW BUSINESS**

- A. Approve Balow Farms (David & Laurie Balow) Contract 19-DWP-CC-6 in the amount of \$2,700.00 for practice 340 Cover Crops – **Board Action**

***Motioned by Theismann and seconded by Klennert to approve Balow Farms (David & Laurie Balow) Contract 19-DWP-CC-6 in the amount of \$2,700.00 for practice 340 Cover Crops***

***Affirmative: Helbig, Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

- B. Approve Pete Weis Contract 21-CS-1 in the amount of \$5,354.25 for practice 412 Grassed Waterway – **Board Action**

***Motioned by Klennert and seconded by Theismann to approve Pete Weis Contract 21-CS-1 in the amount of \$5,354.25 for practice 412 Grassed Waterway***

***Affirmative: Helbig, Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

- C. Approve Lars Polson Amendment #1 to Contract LMFR-17RCPP-5WAB to move install date from 5-15-2021 to 12-31-2022. (RCPP Feedlot program in the authorized amount of \$95,318.85) – **Board Action**

***Motioned by Theismann and seconded by Zabel to approve Lars Polson Amendment #1 to Contract LMFR-17RCPP-5WAB to move install date from 5-15-***

**2021 to 12-31-2022. (RCPP Feedlot program in the authorized amount of \$95,318.85**

**Affirmative: Helbig, Zabel, Theismann, Klennert, Ross**

**Opposed: None**

**Motion Carried**

- D. Approve Deborah Allan Contract 20-CWMA-7 in the amount of \$600.00 for practice 388 Prescribed Burning – **Board Action**

**Motioned by Klennert and seconded by Thiesmann to approve Deborah Allan**

**Contract 20-CWMA-7 in the amount of \$600.00 for practice 388 Prescribed Burning**

**Affirmative: Helbig, Zabel, Theismann, Klennert, Ross**

**Opposed: None**

**Motion Carried**

- E. **New Board Photos will be taken**

*Photos will be taken after the meeting*

- F. **Upcoming Events:**

*Supervisor Training 3-31-2021*

**X. Board Reports**

- A. **Whitewater JPB**

*Sheila reported that she received an Amendment for the Surface Water Assessment Grant that Wabasha is helping with. Extra funding to pay for staff to participate in. Presenting at next board meeting for signature. Next JPB meeting is 4-15-21.*

- B. **Zumbro 1W1P**

*Larry said no meeting. Were sent information online to read. Comprehensive Water Plan.*

- C. **WinLac 1W1P**

*Lynn reported, New officers. Intent to Prepare for Watershed. Discussed consultant qualities for the project. Jeff Wise gave a presentation of different aspects. Sheila said State Grant meeting is 4-12-21. Terri reported that the Local Work Group met and talked about notification going out to a number of people about intent to do the plan. If anyone knows of any organizations, like environmental groups, farmer led groups who would be interested, get contact information. Sheila is compiling a list. Talked more about putting together request for qualifications for consultant to move forward with this project. Next policy committee meeting is 4-12-21.*

- D. **SE SWCD Technical Support JPB – No report**

- E. **County Board Meeting – Terri gives Larry SWCD report and he presents it at the County Board Meeting.**

**F. Hiawatha Valley RC&D**

*Lynn reported that they are making their own website.*

*Biochar, where they take brush, wood and matter to make charcoal.*

*Going more towards renewable energy. U of M to partner on grant for graduate student to come in and do a project. Fiscal agent for a dog park, taking in the donations, for 5%. Raising dues to \$400.00*

*Bob reported that at June meeting they want to reach out to other counties.*

*Carbon Retention, the Forestry will be doing webinars in the Summer.*

*They could work on more things, depends on what is brought to them.*

*We have a few ideas they could work on.*

**XI. Adjourn – Board Action**

***Motioned by Theismann and seconded by Ross to adjourn the Meeting at 9:42 am***

***Affirmative: Helbig, Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

***Respectively Submitted By:***

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***Larry Theismann, Secretary***

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**Wabasha Soil and Water Conservation  
District  
Special Board Meeting  
April 16, 2021  
9:00 am  
Break Room - Wabasha SWCD  
611 Broadway Ave. Suite 10**

**I. CALL MEETING TO ORDER –**

*Lynn Zabel, Co-Chair called meeting to order at 9:00 am*

*Supervisors Present: Lynn Zabel, Co-Chair, Larry Theismann, Secretary,  
Sharleen Klennert, Treasurer*

*Staff Present: Terri Peters, District Manager*

*By Phone: Henry Stelten, Natural Resources Conservation Technician*

**II. Special Meeting – Board Action**

- A. Approve Contract 2020-CWMA-8 for Prairie Restorations Inc. on property of 3 landowner's in the amount of \$800.00 for Herbaceous Weed Removal – Garlic Mustard - **Board Action**  
(3 landowner's waivers)

*Motioned by Theismann and seconded by Klennert to approve Contract 20-CWMA-8 for Prairie Restorations Inc. on property of 3 landowner's in the amount of \$800.00 for Herbaceous Weed Removal -Garlic Mustard (4 acres) (3 landowner's waivers)*

*Affirmative: Zabel, Theismann, Klennert*

*Opposed: None*

*Motion Carried*

**III. Adjourn – Board Action**

*Motioned by Theismann and seconded by Klennert to adjourn the meeting at 9:15 am*

*Affirmative: Zabel, Theismann, Klennert*

*Opposed: None*

*Motion Carried*

**Respectively Submitted By:**

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**Larry Theismann, Secretary**

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of March 31, 2021

Mar 31, 21

## ASSETS

## Current Assets

## Checking/Savings

Money Market- Bank of Alma	103,253.40
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Money Market WNB Financial	7,393.16
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Peoples State Bank Money Market	331,798.10
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Petty Cash	151.62
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WNB Financial	41,439.46
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Total Checking/Savings	484,035.74
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## Accounts Receivable

11000 · Accounts Receivable	9.00
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Total Accounts Receivable	9.00
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Total Current Assets	484,044.74
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## Fixed Assets

## 15000 · Furniture and Equipment

Computer	4,369.00
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Laptops for Distrcit Techs (2)	3,149.22
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Samsung Tablets	1,548.69
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15000 · Furniture and Equipment - Other	104,323.00
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Total 15000 · Furniture and Equipment	113,389.91
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17000 · Accumulated Depreciation	-102,935.42
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Total Fixed Assets	10,454.49
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## Other Assets

## Prepaid Items

Prepaid Rent	920.43
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Total Prepaid Items	920.43
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Total Other Assets	920.43
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TOTAL ASSETS	<u>495,419.66</u>
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## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Accounts Payable

20000 · Accounts Payable	10,118.00
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Total Accounts Payable	10,118.00
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## Other Current Liabilities

Allowance for Unemployment Reim	1,581.86
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## Deferred Revenue

AIS	76,026.38
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FY18 Capacity	18,175.00
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FY18 CWMA	-1,937.66
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9:19 AM

04/20/21

Accrual Basis

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of March 31, 2021

	Mar 31, 21
FY19 Capacity	14,164.37
FY19 Cost Share	2,073.23
FY19 Well Seal Grant	15,576.30
FY20 Buffer Initiative	14,731.36
FY20 Capacity	9,179.78
FY20 CWMA	10,250.42
FY20 Easement Delivery	-1,464.18
FY20 NACD TA Grant	87,105.76
FY20 State Cost share	6,524.26
FY20 WCA	-2,118.74
FY21 Buffer Initiative	17,200.00
FY21 Capacity	111,348.00
FY21 Conservation Delivery	19,619.00
FY21 LWM	14,177.00
FY21 State Cost Share	15,401.00
FY21 WCA	12,118.00
Izaak Walton League	584.98
<b>Total Deferred Revenue</b>	<b>438,734.26</b>
<b>Deposit on Tree Sales</b>	<b>8,458.47</b>
<b>24000 · Payroll Liabilities</b>	<b>1,192.97</b>
<b>25500 · Sales Tax Payable</b>	<b>381.06</b>
<b>Total Other Current Liabilities</b>	<b>450,348.62</b>
<b>Total Current Liabilities</b>	<b>460,466.62</b>
<b>Total Liabilities</b>	<b>460,466.62</b>
<b>Equity</b>	
<b>Fund Balance- Restatement</b>	<b>47,943.10</b>
<b>Fund Balance Designated</b>	<b>31,903.30</b>
<b>Investment in Capital Assets</b>	<b>10,454.49</b>
<b>30000 · Opening Balance Equity</b>	<b>649.89</b>
<b>32000 · Owners Equity</b>	<b>107,429.54</b>
<b>Net Income</b>	<b>-163,427.28</b>
<b>Total Equity</b>	<b>34,953.04</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>495,419.66</b>

# Wabasha Soil and Water Conservation District

## Profit & Loss

### March 2021

	Mar 21
<b>Ordinary Income/Expense</b>	
Income	
Charges for Services	
Wetlands	200.00
Total Charges for Services	200.00
Intergovernmental Revenues	
County	0.00
Local	10.84
State	
MAWQCP	8,631.61
North Fork Zumbro-Mazeppa	144,847.25
Total State	153,478.86
Total Intergovernmental Revenues	153,489.70
Total Income	153,689.70
Gross Profit	153,689.70
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Employee Mileage	75.04
Fees and Dues	1,317.22
Internet Expense	70.95
Postage	110.00
Professional Expenses	
Audit Fees	248.00
Total Professional Expenses	248.00
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	102.48
Hyundia Tucson Vehicle Expense	25.88
Total Vehicle Expenses	128.36
Total Other Services and Charges	2,870.00
Personnel Services	
Employee Salary Permanent	16,622.97
Employer HSA contributions	2,625.00
Employer Life and Health	
66000 - Payroll Expenses	5,183.82
Employer Life and Health - Other	22.00
Total Employer Life and Health	5,205.82
Employer Share FICA	1,059.94
Employer Share Medicare	247.88
Employer Share PERA	1,280.52
Total Personnel Services	27,042.13
Total District Operations	29,912.13
Project Expenditures	
State	
MAWQCP Administration	8,631.61
North Fork Zumbro-Mazeppa	54,282.03
Total State	62,913.64
Total Project Expenditures	62,913.64
Total Expense	92,825.77
Net Ordinary Income	60,863.93
Other Income/Expense	
Other Income	

Wabasha Soil and Water Conservation District  
Profit & Loss  
March 2021

	Mar 21
Interest Income	
Interest Earnings MM's	139.00
Total Interest Income	139.00
Total Other Income	139.00
Net Other Income	139.00
Net Income	<u>61,002.93</u>

4:21 PM

04/20/21

Cash Basis

# Wabasha Soil and Water Conservation District

## Monthly Bills Listing

April 22, 2021

Type	Date	Num	Name	Memo	Account	Split	Paid Amount
<b>Apr 22, 21</b>							
Liability Check	04/22/2021	EFT	MN PEIP	Group Numb...	WNB Financial	-SPLIT-	-5,110.00
Liability Check	04/22/2021	EFT	VSP Vision Care		WNB Financial	24000 · Payroll Liabilities	-64.04
Liability Check	04/22/2021	11353	Auditor/Treasurer of Wabasha County		WNB Financial	-SPLIT-	-442.09
Bill Pmt -Check	04/22/2021	11354	Chet Ross	1st Qtr 2021 ...	WNB Financial	20000 · Accounts Payable	-89.60
Bill Pmt -Check	04/22/2021	11355	Conservation Corps	Project # 501...	WNB Financial	20000 · Accounts Payable	-1,280.13
Bill Pmt -Check	04/22/2021	11356	Fillmore Soil and Water Conservation ...	1st Qtr MAW...	WNB Financial	20000 · Accounts Payable	-665.24
Bill Pmt -Check	04/22/2021	11357	Freeborn County SWCD	Brittany 1st Q...	WNB Financial	20000 · Accounts Payable	-7,122.00
Bill Pmt -Check	04/22/2021	11358	Goodhue County SWCD		WNB Financial	20000 · Accounts Payable	-1,686.92
Bill Pmt -Check	04/22/2021	11359	HBC	Internet Servi...	WNB Financial	20000 · Accounts Payable	-70.95
Bill Pmt -Check	04/22/2021	11360	Houston County Treasurer	1s Qtr 2021 ...	WNB Financial	20000 · Accounts Payable	-401.02
Bill Pmt -Check	04/22/2021	11361	Larry Theismann-V	1st Qtr 2021 ...	WNB Financial	20000 · Accounts Payable	-79.52
Bill Pmt -Check	04/22/2021	11362	Megan Herbers	20-CWMA-5 ...	WNB Financial	20000 · Accounts Payable	-520.50
Bill Pmt -Check	04/22/2021	11363	Mittel Schule, Inc.	May 2021 Rent	WNB Financial	20000 · Accounts Payable	-920.43
Bill Pmt -Check	04/22/2021	11364	Olmsted County Public Works	March 2021 ...	WNB Financial	20000 · Accounts Payable	-8,631.61
Bill Pmt -Check	04/22/2021	11365	Olmsted SWCD	1st Qtr 2021 ...	WNB Financial	20000 · Accounts Payable	-310.42
Bill Pmt -Check	04/22/2021	11366	Rice- SWCD	1st Qtr 2021 ...	WNB Financial	20000 · Accounts Payable	-1,180.93
Bill Pmt -Check	04/22/2021	11367	SE SWCD Technical Support JPB		WNB Financial	20000 · Accounts Payable	-38,838.91
Bill Pmt -Check	04/22/2021	11368	Sharleen Klennert-b	1st Qtr Mileage	WNB Financial	20000 · Accounts Payable	-47.04
Bill Pmt -Check	04/22/2021	11369	Terry Helbig-Supervisor	1st Qtr 2021 ...	WNB Financial	20000 · Accounts Payable	-72.80
Bill Pmt -Check	04/22/2021	11370	Wabasha County Highway Department	Gas for Hyun...	WNB Financial	20000 · Accounts Payable	-62.86
Bill Pmt -Check	04/22/2021	11371	WSB	Mar 1 - Mar 3...	WNB Financial	20000 · Accounts Payable	-13,370.50
<b>Apr 22, 21</b>							<b>-80,967.51</b>

## NRCS Field Office Report

4/22/21

John Benjamin

### **Current office standing**

- Bill and I are on an every other day office coverage schedule.
- Brian DeVetter and other co-workers, that don't work out of the Wabasha office typically, have been asked to stop coming to work out of the office until further notice.
- The Wabasha office is no longer in a Phase system. As of February 22<sup>nd</sup>, the office now follows an FPAC workplace safety plan. is to be at a 25% staff occupancy with the flexibility to increase staffing based on ability to social distance.

### **CSP (Conservation Stewardship Program)**

- FY21 CSP classic application deadline March 26, 2021
- 14 Classic signup Applications, 2 with a high priority
- FY22 renewal application deadline, March 30<sup>th</sup>, 2021
- 5 Renewal applications, not prioritized at this time
- 14 Active contracts

### **EQIP (Environmental Quality Incentive Program)**

- 16 Active EQIP contracts
- 24 FY21 EQIP applications submitted
- 3 additional applications submitted after batching period deadline.
- 11 applications prioritized High
- 1 Preapproved application for FY21 EQIP batching period
- FY21 sign up 2 has been announced.
  1. Sign up date was over before announcement
  2. 3 applications prioritize high

### **RCPP-EQIP (Regional Conservation Partnership Program)**

- 5 RCPP-EQIP active contracts
- 4 FY21 RCPP-EQIP applications moving forward to ranking
- 2 applications ranked, 1 canceled.
- 2 applications preapproved

### **CRP (Conservation Reserve Program)**

- FY21 sign up started January 4<sup>th</sup> and ends February 12<sup>th</sup>
- FY21 signup period extended, no word of an established deadline.

### **HEL (Highly Erodible Land determinations) & Plans**

3 HEL determinations pending completion

6 HEL plans needing to be written

1 wetland request sent to wetland team for certified wetland determination.

## Work Summary April 2021

Henry Stelten

- 340 contracts (new & amended)
- CWMA contracts (prescribed burn, 315 weed control, 314 brush management)
- 412 waterway contract
- Tree sale orders and communications, prep for delivery and pick up
- West Indian potential projects planning and organization
- 1 session BWSR spring training
- Zumbro stream restoration meetings and field visits
- Landowner initial site visits
- Assistance with RIM site management questions

# Monthly Report – April

Matt Kempinger

## Training

- NRCS
  - WASCOB/Grade Stabilization Structure Training
- BWSR
  - Off site wetland determination methods, Drainage and WCA

## Projects

- Got 3 new contracts ready for board signature
- Investigated 5 future waterway sites
- Investigated 2 future grade stabilization structure sites
- Provided cover crop outreach to 1 new landowner
- Answered questions regarding wetland considerations solar project
- Reviewed 2 1026 tiling WCA review requests
- Received and processed 1 new WCA application.
- Completed initial watershed, hydrology and runoff calculations for 4 project sites
- Surveyed 1 feedlot project
- Inspected one waterway construction
- Inspected one feedlot project construction
- Completed a Karst geology review for one LMSA project
- Followed up with various landowners that have ongoing projects
- Stream restoration supplemental surveying
- Stream restoration, design drafting

## Others

- Informed 2 landowners about EQIP and suggested they apply next sign up period
- Assisted 1 landowner in applying for MAWQCP certification
- Assisted 1 landowners in applying for MAWQCP grant dollars
- Informed 2 landowners about the MAWQCP program
- Answered general resource questions from public and assisted where possible
- Created time saving templates and layers for GIS based WCA review.
- Aided and advised citizens regarding WCA concerns
- Provided technical assistance for wetland considerations

Sue Cerwinske  
Bookkeeper/Admin. Assistant  
Report

March 30 – BWSR Spring Training – Cost Share – Pitfalls and how to avoid them  
March 31 – SE MACDE Employee Meeting  
Tree sales and Pickup Postcards, labeled and mailed  
Climatology Packets to Volunteers  
MCIT – Payroll Estimate 2022  
MAWQCP – 1<sup>st</sup> quarter participating SWCD's completion reports and invoices  
Setup Special meeting for April 16 for contract approval  
Working on MCIT Inventory List -EDP due 4-30-21  
Agenda, Board Packet, Minutes  
Other normal monthly functions: Payroll, Accounts Payable, Accounts Receivable, Deposits  
bank reconciliations and monthly reports  
Invoicing for grants



MINNESOTA DEPARTMENT  
OF AGRICULTURE

www.mda.state.mn.us/AgBMPLoans

Minnesota Department of Agriculture  
625 Robert St. N., St. Paul, MN 55155-6120

Agricultural Best Management Practices Loan Program 651-201-6618 Fax: 651-201-6109 AgBMP.Loans@state.mn.us

## AgBMP Loan Application

County: Wabasha Soil and Water Conservation District

Borrower Information:

Casey Leonhardt

Company: Leonhardt Dairy LLC

"911" Street Address: 63877 310<sup>th</sup> Ave

City: Lake City

State: Mn

Zip: 55041

Telephone: 651-345-4107

Project Information: On a Farm: ☒ Non-Farm: ☐

Locate project within 10 acres for Twp/R/Sec on Section Map below  
Each square is 10 acres. Check only one.

Brief description of what will be purchased or constructed:

AG WASTE pit and components

Twp #: 110  
Range: 13  
Sec: 24

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borrower Signature: Casey Leonhardt Pres.

Date: 12/6/18

### PROJECT BUDGET INFORMATION

### FARM OPERATION INFORMATION

Category	MAX APPROVED Ag BMP Loan
Ag Waste Management	\$ <u>200,000</u>
Structural Erosion Control	
Conservation Tillage Equipment	
Sewage Systems	
All Other Practices	

Animal Units: (Facilities with NPDES permits or > 1000 au are ineligible)	Beginning: <u>298</u>	Ending: <u>630</u>
Primary Animals or Crop Raised:		
Conservation Tillage Acres AFTER project:		acres
Total Acres Farmed:		acres
Total Project Cost from all Sources:	\$	
Will this be reported in eLink:	Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>	

Project Approved by: Bohland Wood

Date: 12-27-18

Completion Certification: This project is complete, operable, and in compliance with accepted standards, specifications or criteria.

Project completion certified by: \_\_\_\_\_

Date: \_\_\_\_\_

### LENDER INFORMATION & LOAN TERMS

Project approval expires on: \_\_\_\_\_

Other restrictions: \_\_\_\_\_

Number of payments per year: \_\_\_\_\_ Loan Amortization: \_\_\_\_\_

Optional Balloon: ☐ None  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Bank Name and Address: Compeer Financial 7540 Airport View Dr SW Rochester MN 55902

Request # 1- Lender Signature: \_\_\_\_\_ Amount Requested: \$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Optional Request # 2 - Lender Signature: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attach copies of the invoices or affidavits provided by the individual borrowers, which support the request for disbursements

FAX, SCAN or MAIL TO: Ag BMP LOAN PROGRAM, Minnesota Department of Agriculture,  
625 Robert St N, St Paul, MN 55155-2538

Fax: (651) 201-6109 AgBMP.Loans@state.mn.us

**Whitewater Joint Powers Board Cover Crop (2020-~~2022~~ 2023)**  
**Amendment to Sub-Agreement between**  
**Whitewater Joint Powers Board**  
**and**  
**Wabasha County Soil and Water Conservation District**

THIS is an AGREEMENT that amends the Sub-Agreement previously made and entered into in June 2020 by and between the Whitewater Joint Powers Board, 400 Wilson St. N, Lewiston, MN 55952, hereinafter referred to as the "WJPB", and Wabasha County Soil and Water Conservation District (SWCD), 611 Broadway Ave., Suite 10, Wabasha, MN 55981, hereinafter referred to as the "Contractor". This Amendment extends the date of the Sub-Agreement to December 31, 2023. No other terms of the Sub-Agreement are changed and the entirety of the Sub-Agreement is provided for below:

**RECITALS**

WHEREAS, the WJPB has a grant agreement from the state of Minnesota, acting through its Board of Water and Soil Resources, entitled Whitewater Drinking Water Protection Grant, hereinafter referred to as the "Project";

WHEREAS, the Project includes up to \$94,500 in funds for cover crop incentives to increase cover crop implementation in the Whitewater Watershed portions of selected townships;

WHEREAS, the Contractor is providing technical assistance for the project and staff are trained to effectively administer and assess local farming operations for landowners seeking to implement cover crops in their operations;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereinafter set forth, the WJPB and the Contractor agree as follows:

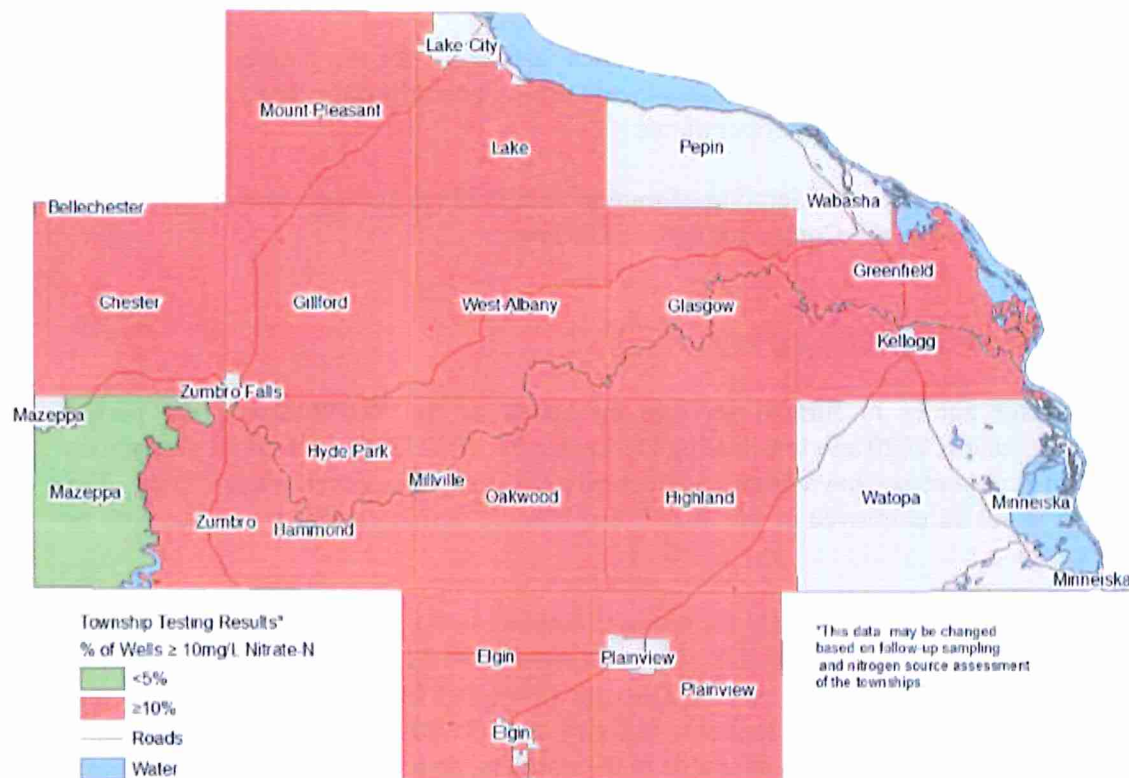
**Term and Cost of the Agreement**


1. The Contractor agrees to furnish services on behalf of the WJPB during the period commencing June 1, 2020 and terminating December 31, ~~2022~~ 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor is not an employee of the WJPB and may be terminated for any time, with or without cause.
2. The Contractor shall be reimbursed for services detailed in the Grant Workplan. The cost of this agreement shall not exceed \$28,500 (collectively among the Contractor and each of its partner Soil and Water Conservation Districts (SWCDs) for the Project (Olmsted and Winona) during the period of the contract. Initially, up to \$5,000 is available to each partner SWCD; the remaining \$13,500 is available to the partners, on a first come-first served basis in providing technical assistance to landowners.

3. The Contractor will have technical approval authority for the cover crop incentive payments. The Contractor will work cooperatively with Olmsted SWCD and Winona County SWCD in providing assistance to landowners as described in the Grant Workplan attached to the grant agreement.
4. Cover crop incentives payments available to individual landowners will include \$30 per acre, up to 30 acres and up to three years. (The grant will provide a cover crop payment of \$45 per acre if the acres are within a high priority Drinking Water Supply Management Area, as described in the Workplan.) Contractor shall not recommend payments in excess of such limits.
5. The project has up to \$94,500 available for cover crop incentives for the duration of the agreement. Contractor shall not recommend payments that would exceed this amount.
6. The Contractor writes and holds the cost share contracts with landowners for the WJPB. Once the Contractor certifies adequate cover crop establishment for incentive payments for landowners within Wabasha County, the WJPB will approve and make payments to the landowner at its next Board meeting.

*The Whitewater Watershed portions of Elgin and Plainview Townships were identified as having a high number of private wells with nitrate levels above the drinking water standard. These areas are cover crop focus areas for the project.*

**Figure: Wabasha County Initial Well Dataset Map, 2017.**



Signature   
Josh Elsing  
Chairman, Whitewater JPB

Date 4-15-21

Signature \_\_\_\_\_  
Terry Helbig  
Chairman, Wabasha County Soil and Water Conservation District

Date \_\_\_\_\_

Approved as to form this 10<sup>th</sup> day of  
March, 2021 by /s/ *Karin L. Sonneman*  
Winona County Attorney

**Amendment to Whitewater Joint Powers Board**  
**Contract Agreement for Services**  
**In Support of Surface Water Assessment Grant Program**

THIS AGREEMENT is made and entered into by and between the Whitewater Joint Powers Board, 400 Wilson Street N, Lewiston, MN 55952, hereinafter referred to as the “WJPB”, and Wabasha County Soil and Water Conservation District, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, hereinafter referred to as the “~~Contractor~~ SWCD”.

**RECITALS**

WHEREAS, the WJPB wishes to purchase the services of ~~Contractor~~ SWCD for water quality monitoring in support of the Surface Water Assessment Grant (SWAG) efforts for the Mississippi River – Winona Watershed, and the ~~Contractor~~ SWCD is willing to provide these services;

WHEREAS, there are funds available for the purchase of these services through a grant agreement with the State of Minnesota Pollution Control Agency;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereinafter set forth, the WJPB and the ~~Contractor~~ SWCD agree as follows:

**1. Term and Cost of the Agreement**

The ~~Contractor~~ SWCD agrees to furnish services on behalf of the WJPB during the period commencing March 26, 2020, or until all signatures are obtained, and terminating December 31, 2021, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The ~~Contractor~~ SWCD is not an employee of the Whitewater Joint Powers Board.

The ~~Contractor~~ SWCD shall be paid for services rendered according to the FY20 SWAG Workplan (Revised Attachment A). The cost of this agreement covers up to ~~\$6,532.04~~ \$10,838.72 for staff time based on the hourly rate structure approved by the Minnesota Pollution Control Agency and detailed in FY20 SWAG Workplan (Attachment A). Up to ~~\$791.80~~ \$1052.73 is available for travel expenses and up to \$1,496.15 for supplies. Subject to approval by the WJPB, the ~~Contractor~~ SWCD may modify Attachment A to make changes to the workplan. Some changes may require approval of the grantor, State of Minnesota Pollution Control Agency (MPCA).

The ~~Contractor~~ SWCD shall work cooperatively with other Mississippi River-Winona/La Crescent SWAG grant partners, Root River Soil and Water Conservation District (SWCD) and Winona County, to achieve goals of the Surface Water Assessment Program.

The ~~Contractor~~ SWCD also agrees to adhere to the provisions of the attached Minnesota Pollution Control Agency Grant Agreement.

**2. Services to be Provided**

The services to be performed by the ~~contractor~~ SWCD are detailed in the Joint Powers Agreement between MPCA and WJPB (SWIFT Contract #173209) and its Attachment A (FY20 SWAG Workplan (Revised Attachment A)), which include surface water quality monitoring and data management. This work is

directed by the MPCA and completed in coordination with WJPB, Winona County, and Root River SWCD.

### **3. Payment for Services**

~~Contractor~~ SWCD shall submit invoices quarterly to the WJPB and 10 days before a Whitewater Watershed JPB meeting, along with documentation of completed tasks. Grant funds are disbursed from the MPCA to the WJPB on a reimbursement basis. The WJPB shall submit invoices, which include the ~~contractor's~~ SWCD's invoices, to the MPCA. The WJPB shall issue payment to the ~~Contractor~~ SWCD after such payment is approved and funds received from the MPCA. No other payments shall be made to the ~~Contractor~~ SWCD. It is understood that any reductions or termination of funds allocated to the State for this project work may result in a like reduction to ~~Contractor~~ SWCD. No expenditures can be incurred after December 31, 2021.

### **4. ~~Contractor~~ SWCD Status**

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners of joint ventures within the WJPB. No tenure or any rights or benefits available to WJPB employees shall accrue to the ~~Contractor~~ SWCD or employees of the ~~Contractor~~ SWCD performing services under this Agreement.

### **5. Indemnification and Insurance**

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of the WJPB is as set out in Chapter 466 of Minnesota Statutes and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

### **6. Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of ~~Contractor~~ SWCD because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

### **7. Records-Availability and Retention**

The ~~Contractor~~ SWCD agrees that the WJPB, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the ~~Contractor~~ SWCD and involve transactions relating to this Agreement.

### **8. Merger and Modification**

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. These include Joint Powers Agreement between MPCA and WJPB (SWIFT Contract #173209) and its Attachment A (FY20 SWAG Workplan (Revised Attachment A)).

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as amendment and signed by the parties.

#### **9. Default and Cancellation**

If the ~~Contractor~~ SWCD fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the ~~Contractor's~~ SWCD's default is excused, the WJPB may, upon written notice, immediately cancel this Agreement in its entirety.

This Agreement may be canceled with or without cause by either party upon thirty days written notice. In the event of such a cancellation, ~~Contractor~~ SWCD shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

#### **10. Subcontracting and Assignment**

~~Contractor~~ SWCD shall not enter into any subcontract for performance of any services contemplated under this Contract without prior written approval of the WJPB and subject to such conditions and provisions as the WJPB may deem necessary. The ~~Contractor~~ SWCD shall be responsible for the performance of all subcontractors.

#### **11. Nondiscrimination**


During the performance of the Agreement, ~~Contractor~~ SWCD agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin excluded from full employment rights in, participation in, be denied by benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

#### **12. Ownership of Documents**

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

#### **13. Drug-Free Workplace Requirements**

The Whitewater Joint Powers Board provides a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the WJPB's workplace. As a condition of the contract, the ~~contractor~~ SWCD will abide by the terms of the above statement and will notify the WJPB in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Signature   
Josh Elsing  
Chairman, Whitewater JPB

Date 4-15-21

Signature \_\_\_\_\_  
Terry Helbig  
Wabasha SWCD Chair

Date \_\_\_\_\_

**GREATER ZUMBRO RIVER COMPREHENSIVE WATERSHED MANAGEMENT PLAN**  
**JOINT POWERS AGREEMENT**

This Joint Powers Agreement (Agreement) is made and entered into by and between the following parties (sometimes referred to as members):

The Counties of Dodge, Olmsted, Goodhue, Wabasha, and Rice by and through their respective County Board of Commissioners, and

The Dodge, Olmsted, Goodhue, Wabasha, Rice, and Steele Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Bear Valley Watershed District, by and through their respective Board of Managers, and

The City of Rochester, by and through their City Council.

**WHEREAS**, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

**WHEREAS**, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

**WHEREAS**, the Watershed Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

**WHEREAS**, the City of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to control or eliminate stormwater pollution along with soil erosion and sedimentation within its boundaries, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and

**WHEREAS**, the parties to this Agreement have a common interest and/or statutory authority to implement the Greater Zumbro River Comprehensive Watershed Management Plan to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve and conserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

**WHEREAS**, pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Minnesota Board of Water and Soil Resources (BWSR) “may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B,

103C, or 103D, to serve as substitutes for one another or be replaced with a comprehensive watershed management plan.”

**WHEREAS**, it is understood by all the parties to this Agreement that the Greater Zumbro River Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis, and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

**WHEREAS**, the Parties have formed this Agreement for the specific goal of implementing the Greater Zumbro Comprehensive Watershed Management Plan pursuant to Minnesota Statutes § 103B.801.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Purpose of the Agreement:** The Parties to this Agreement recognize the importance of partnerships to implement protection and restoration efforts for the Greater Zumbro River Watershed Planning area (*see Attachment A with a map of the planning area*) on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minn. Stat. Section 471.59. The purpose of this Agreement is to collectively implement, as local government units, the Greater Zumbro River Comprehensive Watershed Management Plan while providing assurances that decision-making spanning political boundaries is supported by an in-writing commitment from participants.

This Agreement does not establish a Joint Powers Entity but sets the terms and provisions by which the parties “may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.” Minnesota Statutes § 471.59. This Agreement does not include a financial obligation, but rather an ability to share resources.

Parties signing this agreement will be collectively referred to as The Watershed Alliance for the Greater Zumbro (WAGZ).

2. **Term:** This Agreement is effective upon signature of all Parties, in consideration of the Minnesota Board of Water and Soil Resources (BWSR) operating procedures; and will remain in effect until canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Greater Zumbro River Watershed Planning area desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Advisory Committee to join The Watershed Alliance for the Greater Zumbro. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Advisory Committee.

4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent, in writing, to the Policy Advisory Committee in the form of an official board resolution adopted by its governing body. Notice must be made at least 30 days in advance of leaving the Agreement. Any party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants the Watershed Alliance for the Greater Zumbro has at the time of the party's notice to leave membership, and is obligated until the grant has expired or has been closed out.
5. **General Provisions:**
- a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect, or hereafter adopted, pertaining to this Agreement, or to the facilities, programs, and staff for which the Agreement is responsible.
  - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), and this is not intended to create any liability or exposure of one party for the acts or omissions of any other party.
  - c. **Employee Status:** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
  - d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's adopted records retention schedules pursuant to Minnesota Statutes §138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. The records retention will follow the Fiscal Agent's schedule. At the time this agreement expires, all records will be turned over to the Fiscal Agent for continued retention. (See 7. e. and 8. e.)
  - e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
  - f. **Termination:** This Agreement will remain in full force and effect until canceled by all parties, unless otherwise terminated in accordance with other provisions of this Agreement. The parties

acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been Terminated.

- g. **Amendment:** The Parties may modify this Agreement upon approval by a majority vote of all of the Parties to the Agreement. Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.

6. **Administration:**

- a. **Establishment of Committees for Implementation of the Greater Zumbro River Comprehensive Watershed Management Plan:** Committees will be established to carry out the coordinated implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. The parties agree to establish, under this Agreement, a Policy Advisory Committee, a Technical Advisory Committee, and a Local Implementation Work Group.

- i. **The Policy Advisory Committee:** The parties agree to establish a Policy Advisory Committee for the purpose of implementing the Greater Zumbro River Comprehensive Watershed Management Plan. The Policy Advisory Committee will operate cooperatively and collaboratively, but not as a separate entity. Each governing entity agrees to appoint one representative, who must be an elected or appointed member of each governing entity to the Policy Advisory Committee. Each governing entity may choose to appoint one alternate to serve on the Policy Advisory Committee in the absence of the appointed member. Policy Advisory Committee members agree to keep their respective governing entities regularly informed on the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. Each representative shall have one vote, subject to the authority delegated by their respective governing entity. The Policy Advisory Committee will establish bylaws to describe the functions and operations of all committee(s). Once established, the Policy Advisory Committee will follow the bylaws adopted, and have the power to modify the bylaws. The Policy Advisory Committee will meet as needed, but no less than bi-annually, to advise implementation of the Greater Zumbro River Watershed Management workplan. Each member of the Policy Advisory Committee, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the party they represent in all matters relevant to the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan, including but not limited to, the recommendation to approve grant applications, grant agreements, interim reports, payment of invoices, and entering into professional contracts. The Policy Advisory Committee shall also approve an annual work plan and annual budget consisting of an itemized statement of the Greater Zumbro River Comprehensive Watershed Management Plan, revenues and expenses for the ensuing calendar years, and shall be presented to the respective governing entities that are represented on the Policy Advisory Committee.

- ii. **The Local Implementation Work Group:** The parties agree to establish a Local Implementation Work Group, which shall consist of, but not limited to, local staff, including local county water planners, local watershed district staff, local SWCD staff, and local city staff, for the purposes of logistical, and day-to-day decision-making in the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. The Local Implementation Work Group shall prepare a draft annual work plan and budget consisting of an itemized statement of the Greater Zumbro River Comprehensive Watershed Management Plan revenues and expenses for the ensuing calendar year which shall be presented to the Policy Advisory Committee for review. The Local Implementation Work Group will meet as needed.
- iii. **The Technical Advisory Committee:** The Policy Advisory Committee may appoint technical representatives to a Technical Advisory Committee to provide support and make recommendations on implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. The Technical Advisory Committee may consist of the Local Implementation Work Group, contacts for the state's main water agencies (Board of Water and Soil Resources, Minnesota Department of Agriculture, Minnesota Department of Health, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, and Environmental Quality Board), and/or plan review agencies, and area stakeholders. The Technical Advisory Committee will meet, as needed.

7. **Implementation of the Plan.** The Parties agree to adopt and begin implementation of the Greater Zumbro River Comprehensive Watershed Management Plan within 120 days of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

8. **Fiscal Agent:** The Policy Advisory Committee shall appoint one of the parties to the Agreement to be the Fiscal Agent for each source of funding received. The appointed Fiscal Agent agrees to:

- a. Accept all responsibilities associated with any grant agreements executed by the party for the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan.
- b. Perform financial transactions as part of any executed grant agreements, and contract implementation.
- c. Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report of the grant.
- d. Provide the Policy Advisory Committee with the records necessary to describe the financial condition of the grant agreement.

- e. Include the grant information on the Fiscal Agent's website.
  - f. Retain fiscal records consistent with the Fiscal Agent's records retention schedule (See 5. c.).
9. **Plan Administration:** The Policy Advisory Committee shall appoint, annually, one of the parties to the Agreement to be the Day-to-Day Contact, being the point of contact for, and handling of the day-to-day administrative work of the Greater Zumbro River Comprehensive Watershed Management Plan.
- a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Greater Zumbro River Comprehensive Watershed Management Plan, including being the primary contact for any grant agreements, and any reporting requirements associated with any grant agreements not otherwise stated.
  - b. Provide the Policy Advisory Committee with the records necessary to describe the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan.
  - c. Provide for proper public notice of all meetings.
  - d. Ensure that minutes of all Policy Advisory Committee meetings are recorded and made available in a timely manner to the Policy Advisory Committee and maintain a file of all approved minutes including corrections and changes.
  - e. Retain records consistent with the fiscal agent's records retention schedule until termination of the agreement (at that time, records will be turned over to the Fiscal Agent) (See 5. c.).
  - f. Perform any other duties to keep the Policy Advisory Committee, the Technical Advisory Committee, and the Local Implementation Work Group informed about the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan.

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Dodge County

Jim Elmquist or successor  
County Administrator  
721 Main St. N.  
Mantorville, MN 55955  
Telephone: (507) 635-6239

Dodge Soil and Water Conservation District

Adam King or successor  
District Manager  
916 2<sup>nd</sup> St. S.E.  
Dodge Center, MN 55927  
Telephone: (507) 374-6364

Goodhue County

Scott Arneson or successor  
County Administrator  
509 W. 5<sup>th</sup> St  
Red Wing, MN 55066  
Telephone: (651) 385-3001

Goodhue Soil and Water Conservation District

Beau Kennedy or successor  
District Manager  
104 E 3<sup>rd</sup> Ave PO Box 335  
Goodhue, MN 55027  
Telephone: (651) 923-5286

Olmsted County

Heidi Welsch or successor  
County Administrator  
151 4<sup>th</sup> St SE  
Rochester, MN 55904  
Telephone: (507) 328-7967

Olmsted Soil and Water Conservation District

Skip Langer or successor  
District Manager  
2122 Campus Drive SE, Suite 200  
Rochester, MN 55904  
Telephone: (507) 328-7070

Rice County

Sara Folsted or successor  
County Administrator  
320 Third Street NW  
Faribault, MN 55021  
Telephone: (507) 332-6100

Rice Soil and Water Conservation District

Steve Pahs or successor  
District Manager  
1810 30<sup>th</sup> St NW  
Faribault, MN 55021  
Telephone: (507) 332-5408

Wabasha County

Michael Plante or successor  
County Administrator  
625 Jefferson Ave  
Wabasha, MN 55981  
Telephone: (651) 565-3073

Wabasha County Soil and Water Conservation District

Terri Peters or successor  
District Manager  
611 Broadway Ave. Suite 10  
Wabasha, MN 55981  
Telephone: (651) 565-4673

Bear Valley Watershed District

Paul Huneke or successor  
Watershed District Board Member  
254090 Co 16 Blvd  
Goodhue, MN 55027  
Telephone: (651) 923-4937

City of Rochester

Alison Zelms or successor  
City Administrator  
201 4<sup>th</sup> Street SE  
Rochester, MN 55904  
Telephone: (507) 328-2000

Steele County Soil and Water Conservation District

Eric Gulbransen or successor

District Manager

235 Cedardale Drive SE

Owatonna, MN 55060

Telephone: (507) 451-6730 ext. 3

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **WABASHA COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
County Administrator Date

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

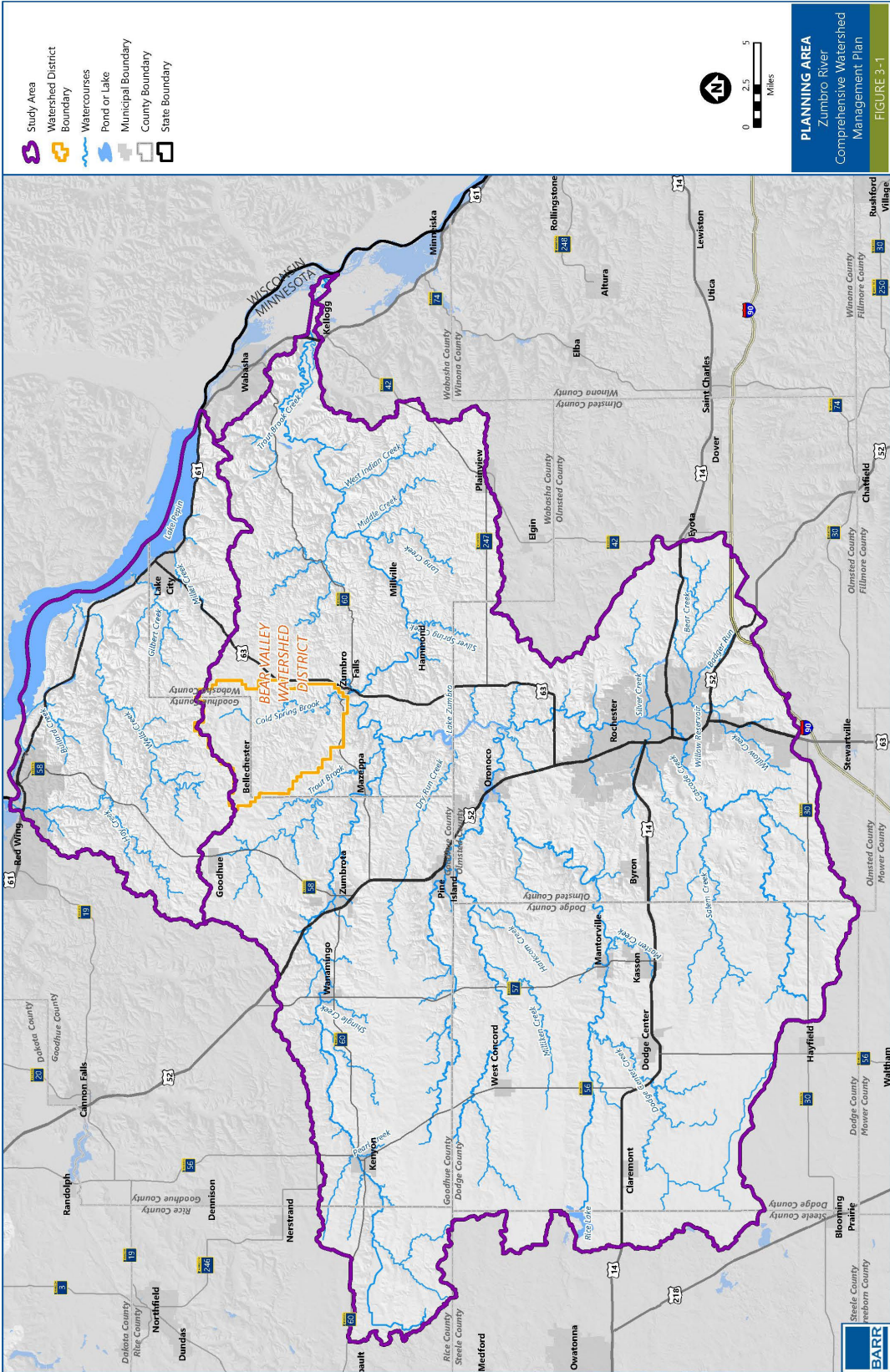
**PARTNER: WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager                      Date

Attachment A Map of the Greater Zumbro River Watershed Planning Area





## Greater Zumbro River One Watershed One Plan

### Greater Zumbro River Watershed Joint Powers Agreement

#### Implementation Structure

At the conclusion of the Greater Zumbro River 1W1P planning effort, the State requires that the partners have some formal arrangement for implementing the watershed plan. This arrangement provides structure for deciding how the group will use Watershed Based Implementation Funding (non-competitive State grants) and other state/federal funding.

There will be approximately \$1.2M every two years in State funding for implementing projects in the Greater Zumbro River Watershed.



#### Decision:

In Fall 2020, Policy Committee members of each partner entity discussed implementation structure options with their respective boards. Based on the preferences of each member entity, the Greater Zumbro River Watershed Policy Committee approved a Joint Powers Collaboration as the implementation structure for the regional partnership in December 2020. This collaboration does not create a new entity. The policy committee will act solely in an advisory capacity. Each member entity will maintain autonomous decision making, including expenditure of funds. Every two years, one partner will be named as the administrative lead and one partner will be named as the fiscal lead to accept the funds and manage the project through subcontracts with the other partners.

#### Joint Powers Agreement:

The Attached Joint Powers Agreement has been reviewed by each County Attorney within the watershed area and the language has been approved as to form. The Joint Powers Agreement, which establishes the Joint Powers Collaboration, must be adopted and signed by each member County prior to Plan approval.

## Amendment 1

### FY2019 DRINKING WATER PROTECTION IN SOUTHEAST MINNESOTA SUB-AGREEMENT BETWEEN FILLMORE SOIL AND WATER CONSERVATION DISTRICT AND WABASHA SOIL AND WATER CONSERVATION DISTRICT

This Sub-Agreement Amendment is between the Fillmore Soil and Water Conservation District (Fillmore SWCD), 900 Washington St. NW, Preston, MN 55965 and the Wabasha Soil and Water Conservation District (Sub-recipient).

#### Contract Amendment

##### *Revision 1*

#### I. STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding providing technical assistance, ~~and~~ producer incentive payments for implementing cover crops and ~~well sealing cost-share~~ ~~developing nutrient management plans~~ as part of the Drinking Water Protection in Southeast Minnesota grant made possible by the State of Minnesota Board of Water and Soil Resources (BWSR).

##### *Revision 2*

#### III. PAYMENT TERMS AND REPORTING REQUIREMENTS

B. TERM. The Sub-recipient may expend grant funds toward completion of deliverables/activities in Exhibit A from the final signing of this agreement by all parties to ~~November 30, 2021~~ **April 23, 2023**, or until all work under this Agreement is completed and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

##### *Revision 3*

#### III. PAYMENT TERMS AND REPORTING REQUIREMENTS

C. AMOUNT. During the term of this agreement, the Sub-recipient may bill Fillmore SWCD up to the amount designated in Exhibit A for expenses incurred toward completion of their portion of the eLINK work plan. **Grant funds may be transferred between participating members throughout the grant term. This will be conducted administratively with the approval of each party.**

##### *Revision 4*

#### IV. CONTRACT CLAUSES

~~B. **Changes.** Amendments to Exhibit A will need approval by all sub-recipients affected by the proposed changes. In an effort to keep project implementation flowing smoothly, Exhibit A will be updated as sub-recipients approve contracts with landowners and when sub-recipients are reimbursed for approved cost-share practices. An updated Exhibit A will be sent to all sub-recipients even if they were not affected by the change.~~

**APPROVED**

FOR THE FILLMORE SWCD

\_\_\_\_\_  
Fillmore SWCD Supervisor

\_\_\_\_\_  
Date

WABASHA SOIL & WATER CONSERVATION DISTRICT  
FOR THE SUBRECIPIENT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Drinking Water Protection in SE MN Grant  
Exhibit A - Amendment 3

Current Budgeted Amount					\$85,770.00		\$19,500.00	\$18,000.00	\$1,500.00
Cover Crops							Technical Assistance \$	Well Sealing	Field Days
	# of Cost-Share Contracts	Landowner Contracts	Amount Encumbered to Contracts	Amount C/S Pd to date (4/7/2021)			\$ Paid (4/7/2021)	Estimated amount needed	Paid or Ear Marked
Dodge SWCD	0		\$0.00	\$0.00			\$0.00		
Fillmore SWCD	2	Thompson, Vagts	\$4,698.00	\$1,332.00				\$8,500.00	
Mower SWCD	0		\$0.00	\$0.00			\$0.00		\$950.00
Olmsted SWCD	0		\$0.00	\$0.00			\$1,134.89		\$112.97
Rice SWCD	5	Gunderson, TDM Farms, Estrem Farms, Quinell, Anderson	\$12,249.00	\$3,183.00			\$2,601.02	\$1,500.00	
Wabasha SWCD	5	Klapperich, Rahman, Sexton, Miller, Balow	\$13,500.00	\$3,600.00			\$1,439.09	\$1,500.00	
Winona SWCD	6	Bonow, Kreidermacher, Leuhmann, Meisch, Tews, Lecy	\$13,077.00	\$7,818.00			\$3,250.00		\$270.50
Totals			\$43,524.00	\$15,933.00			\$8,425.00	\$11,500.00	\$1,333.47
Remaining Funds to Encumber			\$42,246.00				\$11,075.00	\$6,500.00	\$166.53

**Memorandum of Agreement  
Between  
The National Association of Conservation Districts (NACD) and the Wabasha Soil & Water  
Conservation District**

**SUMMARY**

This agreement (referred to as the “Agreement” or “MOA”) is entered into by the National Association of Conservation Districts (referred to as “NACD”), located at 509 Capitol Court NE, Washington, DC 20002 and the: **Wabasha Soil & Water Conservation District** (referred to as “Grantee”).

Grantee Address:

**611 Broadway Ave.**

**Suite 10**

**Wabasha, MN 55945**

Grantee Contact Person **Terr Peters**

Email Address: **terri.peters@mn.nacdnet.net**

Phone Numbers: **(651) 560-2044**

NACD shall provide the Grantee with a grant in the amounts of:

EQIP:	<b>\$ 28,000.00</b>
CSP:	<b>\$ 0.00</b>
COTA:	<b><u>\$ 100,000.00</u></b>
Grant Total:	<b>\$ 128,000.00</b>

The Grantee agrees to provide minimum match of the amount of **\$ 32,000.00**  
The match must come from non-federal sources and should preferably be cash, but in-kind contributions or a combination of both is acceptable.

Number of positions **16**

Estimated Full Time Equivalent (FTE) in tenths of a year: **1.30**  
(208 hours equals one tenth full time equivalent)

to carry out the initiatives which were outlined in the Grantee’s proposal to the **NACD TA2021** Priority Request (PR) announced on January 8, 2021. That proposal as submitted and or as amended is hereby made a part of this Agreement as Exhibit I. These funds are made available by a Contribution Agreement between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in the RFP are also made a part of this Agreement as Exhibit II.

It is the intent of this Agreement and this project to increase the technical assistance available to the Grantee’s community to improve the conditions of natural resources and the society that depend on them, while providing the maximum flexibility for the Grantee to carry out their responsibilities for these funds.

## **STATEMENT OF WORK**

The Grantee shall undertake the work and activities set forth in Exhibit I, made a part hereof, and incorporated by reference as if fully written herein.

The Grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The Grantee shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the Grantee shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

## **REPORTING**

For the duration of the project, NACD will require quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31. These reports are due April 20, July 20, October 20, and January 20 using the online Quarterly Report Forms at:

<https://www.nacdnet.org/technical-assistance-grants/technical-assistance-grants-reporting/>

Quarterly Accomplishment Reports must address progress on carrying out technical assistance work outlined in Exhibit I. Quarterly Financial Reports must identify expenditures incurred. When expenditures and or metrics are not available as of the report deadline, a report is still required and should include a statement in the narrative section explaining the reason such information is not provided.

A Final Report must also be submitted. Prior to the Final Report, Financial and Accomplishments Reports must be submitted with anything not previously reported. The Final Report must include a short narrative (up to 200 words) about the Grantee's grant experience and a photo that might be used in NACD publications about the grants. The Final Report must be provided within 30 days of the completion of the grant.

For any changes to the approved grant funds budgets of either Environmental Quality Incentives Program (EQIP), Conservation Stewardship Program (CSP) or Conservation Operations Technical Assistance Program (COTA) greater than 10%, including an increase or decrease in the total budget, please request and secure written approval from your respective NACD Regional Representative. Contact information can be found on the NACD website, link below.

<https://www.nacdnet.org/nacd-staff/>

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement. The Grantee shall consult with the personnel of NACD and other

appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

NACD agrees to cooperate with and provide assistance to the Grantee; which includes, designating a person or persons to whom the Grantee will contact and who will regularly review, discuss, and meet with (as possible and necessary) the Grantee regarding the services provided, the time for performance of the services and to assist in arranging meetings, conferences and other arrangements with NACD personnel to facilitate performance under this Agreement, and to ensure that all information and issues required for review by NACD are made available to the Grantee.

The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

#### **TERM OF AGREEMENT**

This Agreement shall be in effect and binding for both parties for **13** months from the last signature date set forth below or 12 months from when a previous Agreement between NACD and the Grantee for similar work is closed, whichever is later but still within the terms of NACD agreement with NRCS, to carry out the work described in Exhibit 1 to the satisfaction of NACD, or until otherwise terminated. This Agreement may be extended for an additional period for reasons agreed upon by both parties including should additional funds become available.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

#### **TERMINATION**

**Either party to this agreement may terminate this agreement with a 60-day notice. In such a case any unused funds will be returned.** This Agreement may also be terminated by NACD for noncompliance with its provisions.

#### **RECORD KEEPING REQUIREMENTS**

The Grantee shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by NACD.

#### **PAYMENT TERMS AND CONDITIONS**

Upon receipt of a signed copy of this Agreement, an initial check for twenty-five percent (three-month estimate of expenses for a one-year Agreement) of the Agreement amount will be issued to the Grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly advanced basis until the grantee has received their entire grant.

#### **CONFLICTS OF INTEREST**

The Grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the Grantee to solicit or secure this Agreement with NACD upon an agreement,

offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The Grantee agrees that, in the event NACD has substantial reason to believe that this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

#### **INDEMNIFICATION**

Except where prohibited by law, the Grantee, at its own expense, shall defend and hold NACD, its officers and employees, harmless from all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the grantee's performance in executing the services as stated in Exhibit I, including but not limited to, claims of infringement of a U.S. patent, trademark or copyright, or misuse or misappropriation of a trade secret. Similarly, NACD shall provide the Grantee with reasonable notice of such suit or claim and provide information required for the defense of same.

#### **WARRANTY AND DISCLAIMER OF WARRANTY**

The Grantee warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional manner.

#### **COMPLIANCE WITH LAW**

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement.

#### **CHANGES OR MODIFICATIONS**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Exhibit I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement. See also budget change requests above under REPORTING.

#### **ASSIGNMENT**

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party, provided, however, that NACD may assign this Agreement to a related entity without such written consent.

#### **CONSTRUCTION**

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

#### **FORCE MAJEURE**

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence. The Grantee will notify and consult with NACD regarding the event and how to

minimize its impact, and make reasonable efforts to address the problem and carry out the obligations of this Agreement.

**BINDING EFFECT**

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

**SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

\_\_\_\_\_  
Chair or designated representative of the Grantee

\_\_\_\_\_  
(Please print name of signer)

Name of Grantee: **Wabasha Soil & Water Conservation District**

\_\_\_\_\_, 2021  
(Month) (Day)

  
\_\_\_\_\_  
Jeremy Peters, CEO  
National Association of Conservation Districts

April 2, 2021

Form Name:	TA Grant Priority Funding Request
Submission Started:	February 5, 2021 1:42 pm
Browser:	unknown / unknown
IP Address:	199.138.82.179
Unique ID:	754113825
Request ID:	#40
Submission Completed:	February 16, 2021 2:49 pm
Process Time:	11 day(s), 1 hour(s), 7 minute(s), 17 second(s)
Participant(s):	Beth Mason
Location:	40.523998260498, -105.13960266113

## NACD Technical Assistance Grant Priority Funding Request

Ready to begin?	Yes
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### Please Identify Yourself

NACD Region	North Central
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State	Minnesota
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Organization	Wabasha Soil & Water Conservation District
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Name of Contact	Terr Peters
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Phone	(651) 560-2044
-------	----------------

Address	611 Broadway Ave., Suite 10 Wabasha, MN 55945
---------	--

Email	terri.peters@mn.nacdnet.net
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### Funds that are Available

Do you want to request Funding?	Yes
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### Your History with the TA Grants

Did you have a TA2018 grant?	No
------------------------------	----

Did you have a TA2019 grant?	No
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Do you have a TA2020 grant?	Yes
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Is your TA2020 grant closed?	No
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### Your Most Recent Funding Agreement

How much was the grant for?	128000
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To date, how much has been spent?	32000
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Number	96000
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<b>When do you expect to exhaust your current grant funds?</b>	Aug 2021
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<b>Ready to discuss your TA2021 Request?</b>	Yes
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### **Your TA2021 Funding Request**

<b>Requested EQIP Funds</b>	28000
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<b>Requested CSP Funds</b>	0
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<b>Requested COTA Funds</b>	100000
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<b>Total Request</b>	128000.00
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<b>Your minimum match required will be:</b>	32000
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<b>TA Budget Worksheet Upload</b>	<a href="https://drive.google.com/uc?id=1IoMhAPyGYs6meuM6Inf4myWzJjscmGal&amp;export=download&amp;display=/103032509_TABudgetWorksheet1.xlsxWabashaSoilWaterConservationDistrictMinnesota_103032509_TABudgetWorksheet1.xlsx">https://drive.google.com/uc?id=1IoMhAPyGYs6meuM6Inf4myWzJjscmGal&amp;export=download&amp;display=/103032509_TABudgetWorksheet1.xlsxWabashaSoilWaterConservationDistrictMinnesota_103032509_TABudgetWorksheet1.xlsx</a>
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<b>Budgeted Match</b>	32000
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<b>Total Proposed Budget</b>	160000.00
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## Funding Explanatory Notes

Original Notes submitted:

In the 2020 budget, we had COTA and CSP funds. We had originally requested all COTA and revised our budget for available funding. If possible, we would like to request EQIP and COTA funds for 2021 instead. Our technicians and engineers whose positions are funded by this grant mainly work on EQIP/technical projects. The match funding includes in-kind technical and administrative hours from multiple districts that the technicians/engineers work with on selected EQIP/technical practices. Often, they are also providing training to those staff who are reporting in-kind match. The "Other" category of funding includes cash match that comes from the landowner portion of cost share on projects completed, as well as potential State or local funds when funding sources are piggybacked.

Clarification provided in an email on 2/8:

Our 2020 funding included a considerable amount allocated to the CSP program. Our original application for this grant had not included a request for CSP funds. While we had staff in our office who would work on CSP, not all partners funded through this grant application were prepared to do that. At the time NACD was reviewing applications, we agreed to modify our grant application to accommodate for fund categories available. For our priority request, I would like to specifically request that the COTA/EQIP request be funded. I have not requested further funding for CSP. However, I would like to request that the 2020 CSP funding be kept and tracked separately, so that we can continue to use the CSP funds that I anticipate will remain, through 2021. I believe the COTA funds in the 2020 grant will be expended.

Funds requested for the 2021 grant include only EQIP and COTA funds. In adjustment, we would like to include other EQIP project work that falls within our southeast Minnesota work area. The engineers under this grant are commonly requested to work on projects in a 12 county work area. Our main targeted area will continue to be the original 4 counties and work completed by technicians in those districts in cooperation with the technical service area engineers/technicians. This may sound complicated. I would guess not all states operate in technical service area cooperation in the same fashion as we do in Minnesota. If there are more questions, I would be happy to expand upon that more.

There are a number of staff listed who provide match information. This is partly related to the grant funded engineers/technicians working across multiple counties in our technical service area. There are multiple program management and administrative people tracking time and creating invoices to be paid by grant administrator. There are likely other technical staff who would request assistance for the projects and assist in survey and design.

Also mentioned for match is "landowner cost share." EQIP contracts pay for a set amount. Districts often have some State or Local sources for cost share and agree to "piggyback" those funds with federal funds and

generally this can help cover up to 75% of the project cost. Remaining cost of the project/practice would have to be paid to the contractor by the landowner/operator. We intend use both State and the landowner/operator paid portions as match (funds paid in addition to the federal EQIP funding) to the grant funds provided by NACD for technical assistance.

**Please confirm the Total Proposed Budget is correct**

Yes, we are ready to proceed

---

## **Your TA2021 Project Staffing**

---

**Number of districts where the funds will be used.** 4

---

**District(s) where the staff will be assigned** Wabasha, Houston, Fillmore, and Winona County Soil and Water Conservation Districts.

---

**Total number of employees to be funded** 4

---

**Number of staff years to be worked, based on 2080 hours as 1 staff year** 1.3

---

**Number of Technical Specialists** 2

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**Number of Resource Technicians** 4

---

**Number of Resource Conservationist/Planner** 2

---

**Number of Program Management Specialists** 0

---

**Number of Organization Management** 4

---

**Number of Other Staff** 4

---

**How many of these positions are for staff only employed for this project?** 0

---

**Have you accounted for all staff?** Yes

---

## **Your TA2021 Proposed Accomplishments**

---

**Expected Number of Contacts** 105

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**Expected Number of Contracts** 40

---

**Expected Number of Practices Assisted** 105

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**Expected Number of Presentations** 50

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**Expected Number of Plans Assisted** 40

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**Accomplishment Narrative**

We anticipate that technical staff will continue on projects that they are working on under the current NACD TA grant. Those that they are being surveyed and designed will be submitted for EQIP contracting, approved EQIP projects will be taken to completion and certification.

CSP is not included this round. We intend to continue to work on CSP through the 2020 grant. However, not all districts included are assisting with CSP and current spending is less than anticipated. There is upcoming presentations at time of this proposal.

---

**Is your proposal complete?**

Yes

---

**Before you hit Submit**

---

**Signature Required**

Signature image not available.

---

**Ready to Submit?**

Yes

---

**NACD Region Rep Review**

---

**Is the NACD Region Correct?**

Yes

---

**Funds Burn Rate checked?**

Explained in Notes

---

**Budget Worksheet Check**

Satisfies Requirements

---

**Notes**

See notes under funding. When asked, they accepted CSP funds for 2020 which they won't run through in the 12-month period, but their request was originally for just COTA. Their 2021 request is just EQIP and COTA - their 2020 COTA will run out long before the CSP will. So they'd like to run the CSP portion of 2020 concurrent with the 2021 request for EQIP and COTA.

---

**Ready for consideration?**

Yes

---

**Beth Mason**

---

**From:** Tagrantees2021 <tagrantees2021-bounces@email.nacdnet.org> on behalf of Meg Leader <Meg-Leader@nacdnnet.org>  
**Sent:** Monday, April 5, 2021 10:07 AM  
**To:** tagrantees2021@email.nacdnet.org  
**Subject:** TA2021 Priority Requests - Next steps  
**Attachments:** ATT00001.txt

On Friday NACD announced the awards for TA2021 Priority Requests. If you missed the emailed announcement, the list of awardees is below.

This email addresses what are the next steps with your TA2021 grants.

This morning we are generating your new MOAs. Your NACD will be sending them out to you over the next week as their schedule allows. With the MOA they may also send a W9 (if we need it) and a direct deposit form (if you haven't submitted one yet).

It will be your responsibility to return the signed MOA (and W9 if needed) to them (rather than me). Direct deposit is not required, but we encourage you to consider it. If you complete the direct deposit form, it needs to be sent directly to [finance@nacdnnet.org](mailto:finance@nacdnnet.org)

The first advances of TA2021 funds are not expected to go out until late May/early June. If that is an issue for you, there are very limited Gap Funds available. Don't close your current grant yet and reach out to your Region Rep to discuss if it is an option to tide you over.

Once your MOA is signed, if you are ready to begin working under this grant (previous grants are closed) you can start to claim accomplishments and expend funds even if you haven't received your advance yet.

Right now I have your first TA2021 advance scheduled based on what you entered into the Priority Request application as your date to exhaust your current funds. It is our intention to have the first advance to your 2 to 4 weeks before you close that grant. Your second TA2021 advance will be contingent on when you actually close your previous grant. If you will be closing your previous grant earlier than the estimate you gave, let us know so we can adjust the first TA2021 advance. I will be monitoring your current reporting to see if dates should be adjusted.

And lastly, TA2021 reporting -

Quarterly Financial and Accomplishment Reports for TA2021 are not required until you receive your first advance. You are welcome to submit them before that if you want.

A Staffing Report for TA2021 is due when you start submitting Quarterly Reports for the grant (or close your previous grant.) If you already thought you submitted a staffing report for TA2021, it has been removed from the system.

A Contact and Listserv Update Report for TA2021 can be submitted after you sign the MOA, but isn't required until you start submitting Quarterly Reports for this grant. Please remember that

the extra names you might have requested be added to the previous grant's listserv will not be shifted to this listserv without a new Contact and Listserv Update Report.

Let your Region Representative know if you have any questions.

Recipients of this first round of 2021 Technical Assistance Grants include:

- **Alabama** - Barbour County SWCD, Houston County SWCD, Lauderdale County SWCD, Lawrence County SWCD
- **Alaska** - Alaska Village Initiatives, Tyonek Tribal CD
- **Arizona** - Apache NRCD, Arizona Association of Conservation Districts, Big Sandy NRCD, Triangle/Chino Winds NRCD, West Pinal NRCD, Whitewater Draw NRCD, Willcox San-Simon NRCD
- **Arkansas** - Arkansas RC&D Council, Carroll County CD, Fulton County CD, Sebastian and Crawford County CDs, Sharp County CD, Western Border Counties Conservation Partnership
- **California** - Amador RCD, Cachuma RCD, Coarsegold RCD, Contra Costa RCD, East Stanislaus RCD, Honey Lake Valley RCD, Humboldt County RCD, Inland Empire RCD, Marin RCD, Napa County RCD, Solano RCD, Sonoma RCD, Tehachapi RCD, Tulare County RCD
- **Colorado** - Longmont and Boulder Valley CDs, San Juan CD
- **Connecticut** - Connecticut Council on Soil and Water Conservation
- **Delaware** - Sussex CD
- **Florida** - Hendry SWCD, Suwannee County SWCD
- **Guam** - Guam Association of SWCDs, Southern Guam SWCD
- **Hawaii** - Hawaii Association of Conservation Districts
- **Idaho** - Bruneau River CD, Butte SWCD, East Cassia SWCD
- **Illinois** - Champaign County SWCD, Clinton County SWCD, DeWitt County SWCD, Hamilton County SWCD, Henry County SWCD, Jefferson and Marion County SWCD, Macon County SWCD, McLean County SWCD, Rock Island County SWCD, White County SWCD
- **Indiana** - Allen County SWCD, Benton County SWCD, LaPorte County SWCD, Parke County SWCD, Washington County SWCD
- **Iowa** - Buchanan County SWCD, Buena Vista SWCD, Clayton SWCD, Fremont SWCD, Howard SWCD, Johnson County SWCD, Madison County SWCD, Mills County SWCD, Monroe SWCD, Scott SWCD, Wapello SWCD
- **Kansas** - Franklin County CD, Kansas Association of Conservation Districts, Miami County CD
- **Kentucky** - Fleming County CD
- **Louisiana** - Acadia SWCD, Grant SWCD, Gulf Coast SWCD, Morehouse SWCD, St. Landry SWCD
- **Maine** - Central Aroostook SWCD, Maine Association of Conservation Districts, St. John Valley SWCD
- **Maryland** - Talbot SCD
- **Massachusetts** - Hamden-Hampshire CD, Worcester County CD
- **Michigan** - Allegan CD, Gladwin CD, Ionia CD, Kent CD, Manistee CD, Menominee CD, Midland CD, Montcalm CD, Van Buren CD, Washtenaw County CD
- **Minnesota** - Becker SWCD, Benton SWCD, Southwest Prairie Technical Service Area, Wabasha SWCD
- **Mississippi** - Coahoma County SWCD, Hinds County SWCD, Humphreys County SWCD, Mississippi Association of Conservation Districts
- **Missouri** - Montgomery County SWCD, Nodaway County SWCD
- **Montana** - Broadwater CD, Cascade CD, Chouteau County CD, Lewis and Clark CD, Petroleum County CD

- **Nebraska** - Lewis and Clark NRD, Lower Elkhorn NRD, Lower Niobrara NRD, Lower Platte South NRD, Middle Niobrara NRD, Papio-Missouri River NRD
- **New Hampshire** - New Hampshire Association of Conservation Districts
- **New Jersey** - Cape Atlantic SCD, Morris County SCD, Ocean County SCD
- **North Carolina** - Duplin County Soil and Water, Mecklenburg SWCD, North Carolina Division of Soil and Water Conservation
- **North Dakota** - Cedar Soil CD
- **Ohio** - Ohio Federation of SWCDs
- **Oklahoma** - Custer County CD, Muscogee (Creek) Nation NRCD, Oklahoma County CD, Pontotoc County CD
- **Oregon** - Deschutes SWCD, Harney SWCD, Wasco County SWCD, West Multnomah SWCD
- **Pennsylvania** - Bucks County CD, Jefferson County CD, Lehigh County CD, Northampton County CD, Tioga County CD,
- **Puerto Rico** - Caribe SCD, Distrito de Conservación de Suelos y Aguas del Suroeste, Puerto Rico Association of Conservation Districts, West District SWCD
- **Rhode Island** - Rhode Island Association of Conservation Districts
- **South Carolina** - Barnwell SWCD, Clarendon SWCD, Horry SWCD, Oconee SWCD, Orangeburg County SWCD, Williamsburg SWCD
- **South Dakota** - Perkins County CD
- **Tennessee** - Blount County SCD, Claiborne County SCD, Washington County SCD
- **Texas** - Texas State Soil and Water Conservation Board
- **Utah** - Rich County CD, Sanpete CD, Utah Association of Conservation Districts
- **Vermont** - Vermont Association of Conservation Districts, White River NRCD
- **Virgin Islands** - Virgin Islands Department of Agriculture
- **Washington** - Central Klickitat CD, Clark CD, Grant County CD, Kittitas County CD, Palouse Rock Lake CD, Snohomish CD, Stevens County CD, Spokane Tribe of Indians CD
- **West Virginia** - Elk CD
- **Wisconsin** - Dane County Land and Water Resources Department, Glacierland RC&D Council, Golden Sands RC&D Council, Grant County Conservation, Planning and Zoning Dept., Marathon County Conservation, Planning and Zoning Dept.
- **Wyoming** - Cody CD, Crook County CD, Popo Agie CD, Shoshone CD, Sublette County CD

*I typically work 9 AM to 6 PM ET.*



**Meg Leader** (She/Her)

*NACD Projects and Partnerships Coordinator*

**p:** 812.512.1811

**appointments:** [TA Grant Support Scheduling](#)

**w:** [www.nacdnet.org](http://www.nacdnet.org)



## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>18-Capacity-7</b>	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Stephen McNallan</b>	Address <b>59632 N County Road 14</b>	City/State <b>Kellogg MN</b>	Zip Code <b>55945</b>
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\* 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

Township Name: <b>Highland</b>	Township No: <b>109</b>	Range No.: <b>11</b>	Section No. <b>23</b>	1/4, 1/4 <b>SW 1/4</b>
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### 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 10 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:  

NRCS Field Office Technical Guide (FOTG) 410- Grade Stabilization Structure Practice Standards NRCS  
Field Office Technical Guide (FOTG) 412- Grassed Waterway Practice Standards
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 organization board or council, 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 11/30/21, 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.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices 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 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice. 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 <b>4-15-21</b>	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: 410 Grade Stabilization Structure & 412 Grassed Waterway

Eligible Component Standards & Names  410 Grade Stabilization Structure & 412 Grassed Waterway	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$52,489.50
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider	NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the as-built can be used as the Technical Certification on the "Voucher and Certification" <i>Matt Kempinger 4-8-21</i>
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### 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

The organization board or council has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$4,101.39	2018 Capacity	2018

Date	Authorized Signature	Total Amount Authorized  \$4,101.39
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## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization:  <b>Wabasha SWCD</b>	Contract Number:  <b>21-Capacity-2</b>	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name  <b>George Meyer</b>	Address  <b>26018 663rd St</b>	City/State  <b>Wabasha MN</b>	Zip Code  <b>55981</b>
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\* 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

Township Name:  <b>West Albany</b>	Township No:  <b>110</b>	Range No.:  <b>12</b>	Section No.  <b>12</b>	<b>1/4, 1/4</b>  <b>SE 1/4, SW 1/4</b>
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### 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 10 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:

**NRCS Field Office Technical Guide 638 - Water and Sediment Control Basin practice standards**

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 organization board or council, 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 12/31/21, 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.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices 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 75.%, or state and non-state sources that when combined are in excess of 75.% of the total cost to establish the conservation practice. 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 4/15/21	Land Occupier George Meyer
Date	Landowner, if different from applicant
	Address, if different from applicant information

### Conservation Practice

The primary practice for which cost-share is requested is: 638 Water and Sediment Control Basin

Eligible Component Standards & Names  638 Water and Sediment Control Basin	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$18,748.86
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date 4/16/2021	Technical Assistance Provider Pete R. Hays
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### 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

The organization board or council has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$9,061.64	2021 Capacity	2021

Date	Authorized Signature	Total Amount Authorized \$9,061.64
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## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization:  Wabasha SWCD	Contract Number:  20-Capacity-6	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name  Wade Nibbe	Address  65285 355th Ave	City/State  Lake City MN	Zip Code  55041
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\* 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

Township Name:  Gillford	Township No:  110	Range No.:  13	Section No.  16	1/4,1/4  SW 1/4
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### 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 10 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:

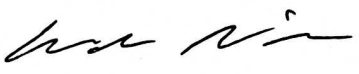
NRCS Field Office Technical Guide (FOTG) 412 - Grassed Waterway practice standards

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 organization board or council, 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 12/31/21, 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.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices 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 75.%, or state and non-state sources that when combined are in excess of 75.% of the total cost to establish the conservation practice. 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 <b>4-19-21</b>	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: **412 Grassed Waterway**

Eligible Component Standards & Names  <b>412 Grassed Waterway</b>	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$11,100.00</b>
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider  <i>Matt Kempinger 4-8-21</i>	NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the as-built can be used as the Technical Certification on the "Voucher and Certification"
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### 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

The organization board or council has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$3,325.00	2020 Capacity	2020

Date	Authorized Signature	Total Amount Authorized  <b>\$3,325.00</b>
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# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Megan Herbers

Contract No.: 20-CWMA-5

Address: 24 Harmony Court

City, State, Zip: Lake City, MN

55041

Total Amount

Authorized: \$526.50

% Approved: 75% (state)

(state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Chainsaw cutting	11	hours	\$50.00	\$550.00
Treat cut stumps	1	hours	\$12.00	\$12.00
Breaking down woody debris for burning	11	hours	\$12.00	\$132.00

PROJECT COST:

\$694.00

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

*M. Herbers*

Payee Signature

4/17/21

Date

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

final

B. Total cost of practice to date:

\$694.00

C. Eligible amount (total cost x % approved):

\$520.50 (state)

(state & non-state)

D. Total other state payment amount:

E. Total non-state payment amount:

F. Total previous partial payments:

G. Maximum payment amount

\$526.50

Amount Approved for This Voucher:

(cannot exceed Total Amount Authorized)

\$520.50

## Technical Certification

I certify that an inspection has been performed and as-built received and that the items identified under the Cost Information section of this form have been completed and are in accordance with the requested practice standards and specifications.

*Lee P. Jones*

Technical Assistance Provider

4/17/2021

Date

## Administrative Certification

I certify that I have reviewed this voucher and all supporting information, including invoices and paid receipts, and that to the best of my knowledge and belief, the quantities and billed cost or disbursements are accurate and are in accordance with terms of the contract identified.

*Susan Cervino*

Administrative Sign-off

4/20/21

Date

Megan Herbers  
Log

6/28 3 hours chainsaw  
7/1 2 hours chainsaw  
7/2 2 hours chainsaw  
8/1 1 hour chainsaw  
8/8 2 hours burning  
8/8 1 hour chainsaw  
8/8 2 hours burning  
8/16 1 hour chainsaw  
8/16 6 hours burning  
8/17 1 hour chainsaw  
8/17 3 hour burning  
8/28 3 hours burning  
9/5 2 hours burning  
9/16 2 hours burning  
10/3 2 hours burning  
10/7 1 hour spraying Roundup/Brush Killer

4-20-21 Hung Skull

Burn hours include breaking down brush for burn

## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>20-Capacity-5</b>	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Eugene Schnell</b>	Address <b>5947 247 Hwy NE</b>	City/State <b>Elgin, MN</b>	Zip Code <b>55932</b>
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\* 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

Township Name: <b>Zumbro-Hyde Park</b>	Township No: <b>109</b>	Range No.: <b>13</b>	Section No. <b>21</b>	<b>1/4,1/4</b> <b>NW, SE</b>
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### 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 10 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 or 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:

NRCS 412 Grassed Waterway

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 organization board or council, 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 11-30-21, 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.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices 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 75%, or state and non-state sources that when combined are in excess of .% of the total cost to establish the conservation practice. 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 <i>Eugene D. Adnolf</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is: 412 Grassed Waterway

Eligible Component Standards & Names  412 Grassed Waterway	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$3,400.00
	Ecological Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date	NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. As attached completed, and signed NRCS-CPA-1245 and the as-built can be used as the Technical Certification on the "Voucher and Certification" <i>4-9-21 Hwy State</i>
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### 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

The organization board or council has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$1,316.02	2020 Capacity	2020
\$235.37	2019 Capacity	2019
\$998.61	2018 Capacity	2018

Date	Authorized Signature	Total Amount Authorized  \$2,550.00
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**Change Order Form**

Environmental Troubleshooters, Inc. (ET) put together a bid for the Zumbro River restoration project. This project's scope of work required the elevation of a remnant dam to be lowered. ET's bid assumed a hydraulic breaker would be used and was the basis for our bid. The hydraulic breaker was to be used on a large excavator and bid for one day to chip the remnant dam to the required elevation. During the pre-construction meeting, the project team met with the Fred Liffbrig, who is the Owner of Leo Sport's Bar. During this meeting, concerns were expressed that the previous dam demolition work performed by the MN DNR appeared to cause damage to the structure's floor and foundation.

Due to these concerns, WSB collected pre-existing documentation of the structure and agreed to place crack strips within the facility. ET started the dam removal project and was requested to stop due to heightened concerns from Mr. Liffbrig. WSB discussed the dam project again with Mr. Liffbrig and it was agreed that additional safety measures would be put in place. These additional measures included the installation of vibration monitoring equipment to measure the vibration traveling from the work location to the Sports Bar foundation and an additional WSB person onsite to physically monitor for vibration during the project. Upon recommencing work, Mr. Liffbrig continued to hear noise and shut the project down again due to concerns the project was further damaging the Sports Bar's foundation. WSB vibration monitoring measured zero and the WSB technician did not notice any discernable vibration traveling along the foundation wall

Because the use of a breaker was unacceptable to the adjacent property owner, ET devised a plan to use a less invasive method to lower the dam's elevation. This less invasive methodology included coring into the concrete and pouring expanding mortar into the cores. Since this technology was unknown to the project team, ET research the methodology and obtain the product's specifications. WSB, DNR and SWCD reviewed the information and approved this change in scope on a test basis. ET ordered the material to conduct the pilot test. ET drilled test cores that were approximate 1 and 1.5 inches in diameter to various depths, so we could achieve the desired slope. These cores were placed on 12-inch and 16-inch centers and in a diamond shaped pattern. The goal of this test was to determine if: the expanding mortar would apply enough pressure in the cold temperatures to crack the concrete, larger cores would improve the rate and extent of concrete cracking, 12-inch spacing was more effective at shearing the concrete than the 16-inch spacing and a diamond core pattern increased the rate of cracking or shearing.

Based on the pilot test results, ET was granted approval to complete the project on both sides of the concrete dam. The visual results concluded that 1.5 inch cores drill at a 12 inch spacing pattern achieved the best rate of cracking, so we used those drilling parameters for the remainder of the project. ET completed the project over the course of several days due to poor weather conditions and high water. No further complaints currently exist from the Sports Bar regarding the use of the new technology to break the dam, so the project has been deemed a success.

ET's original cost for this bid item was \$2,280, which was spent using the breaker option on two occasions. Attachment 1 is breakout of the additional incurred costs for remnant dam coring and expanded mortar use.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Craig P. Wilson', is written over a light blue horizontal line.

Craig P. Wilson, CHMM  
President  
Environmental Troubleshooters, Inc.  
3825 Grand Ave  
Duluth, MN 55807  
218-722-6013  
[cwilson@etsmn.com](mailto:cwilson@etsmn.com)

### Zumbro Remnant Dam Removal Change Order Cost Breakout

Employee	Task	Unit Rate	Rate	Total
Craig Wilson	Research and order material	2.5 hours	\$150/hour	\$375.00
Daigh Company	Expanding mortar and delivery	\$269.00 unit cost	15%	\$309.35
Craig Wilson	Oversee Pilot Test	1.50 hours	\$150/hour	\$225.00
Jake Paulson	Test Drill/Application	4.00 hours	\$90/hour	\$360.00
Joe Fye	Monument side application after pilot test	6.00 hours	\$80/hour	\$480.00
Craig Wilson	Call for more Mortar, schedule, cancel order	1.00 hour	\$150/hour	\$150.00
Brice Wizner	Find local distributor, travel and pick up material	4.50 hours	\$125/hour	\$562.50
Brice Wizner	Vehicle	1 day	\$100/day	\$100.00
L&L Rentals	Expanding mortar	\$350.31 unit cost	15%	\$403.09
Brice Wizner	Drill and apply mortar to Leo's Sports Bar side	\$125/hour	8 hours	\$1,000.00
Jake Paulson	Drill and apply mortar to Leo's Sports Bar side	\$90/hour	8 hours	\$720.00
<b>Total</b>	<b>\$4,684.94</b>			

## Memorandum

To: Terri Peters, District Manager, Wabasha County SWCD  
Wabasha County SWCD Board of Managers

From: Amy Anderson, PE, WSB  
Luke Lunde, PSS PSC CPSS, WSB

Date: April 12, 2021

Re: North Fork Zumbro River Channel Restoration – Lange Property Project Expansion  
WSB Project No. 014051-000

During the construction phase of the North Fork Zumbro River project, landowner Mike Lange reached out to WSB, SWCD, and Environmental Troubleshooters staff and indicated that he wanted to see the bank grading work continue farther downstream onto his parcel. WSB has prepared an extension to the plan set for approval by the SWCD Board of Managers which shows additional work that can be performed by the same contractor (Environmental Troubleshooters) in late 2021 or early 2022, depending on weather and site conditions.

### PROJECT GOALS

In order to match the design criteria for the upstream section of the project, the preferred post-project design dimensions at riffle locations on the Lange property were as follows:

- Post-project bankfull width – approximately 75 feet
- Post-project bankfull area – approximately 250 square feet
- Post-project average depth – approximately 3.5 feet

In order to achieve these goals, WSB proposes an additional 300 feet of bank grading that will begin at the downstream end of the original bank grading. This grading is shown in plan view on the revised proposed conditions plan sheet (sheet 5) and sheet 8. It is shown in cross section view on sheets 32 and 33. The additional work will not include installation of riffles or toe wood.

The current plan is to place soil which has been excavated from the banks in the soil disposal area shown on sheet 5. This is the same area where excavated soil was placed in the first phase of restoration to avoid placing it within the floodplain of the North Fork Zumbro River. WSB will work with SWCD staff and the Grossbach and Lange families to ensure the soil is properly placed to support current agricultural land use.

### SCHEDULE

WSB will need to coordinate with permitting agencies (including but not limited to MN DNR, MPCA, U.S. Army Corps of Engineers, and Wabasha County) to get regulatory approval for additional activities under the permits in place for the first phase of work. WSB expects that additional permit approvals will be in place by summer of 2021 and that work will occur during frozen ground conditions in late 2021 or early 2022.

## **BUDGET**

WSB has attached an engineer's estimate of cost for the project based on prices quoted by Environmental Troubleshooters for the first phase of the work. DNR staff have confirmed that the second phase of the project does not have to be separately bid.

WSB has also included a cost proposal for engineering services for securing the permits for the second phase of the project and supervising construction. The proposed additional work would be included as a change order to the original contract with Environmental Troubleshooters. Under this cost proposal the final as-built survey would be postponed until the completion of work on the Lange property, and the Wabasha County SWCD would continue to use Environmental Troubleshooters as the contractor for the project to save on costs associated with a second round of public bidding, bid administration and specifications.

Zumbro River Stream Restoration Scope Expansion - Engineer's Estimate of Cost				
April 12th, 2021				
Line	MnDOT Spec	Item	Unit	Quantity
1	2021.501/00010	MOBILIZATION	LS	1
2	2051.501/00010	MAINT & RESTORATION OF HAUL ROADS	LS	1
3	2101.505/00020	CLEARING	ACRE	0.5
4	2101.505/00030	GRUBBING	ACRE	0.5
5	2104.507/99330	REMOVE CONCRETE STRUCTURES (DAM REMNANTS)	LS	0
6	2105.507/00015	COMMON EXCAVATION (P)	CY	3,500
7	2511.507/00012	RANDOM RIPRAP CLASS I	CY	0
8	2511.507/00016	RANDOM RIPRAP CLASS V	CY	0
9	2573.502/00025	STABILIZED CONSTRUCTION EXIT	EACH	1
10	2573.503/00023	SILT FENCE TYPE MS	LF	0
11	2573.503/00031	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	0
12	2573.503/00064	SEDIMENT CONTROL LOG TYPE COMPOST	LF	3,830
13	2575.508/21111	SEED MIXTURE 21-111	LB	0
14	2575.508/25131	SEED MIXTURE 25-131	LB	0
15	2575.508/32241	SEED MIXTURE 32-241	LB	68
16	2575.508/34261	SEED MIXTURE 34-261	LB	49
17	2575.602/00700	SITE RESTORATION	EACH	1
18	2575.508/40001	HYDRAULIC BONDED FIBER MATRIX	LB	4,700
19	2575.605/00310	MULCH MATERIAL TYPE 1	ACRE	0.5
20	2577.210/98832	TOE WOOD	LF	0
21	2577.502/00020	LIVE STAKES	EACH	0

(P) DENOTES PLAN QUANTITY

## wsb

**\$18,887.00**

## FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization:  Wabasha SWCD	Contract Number:  19-DWP-CC-7	Other state or non-state funds?  <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name  Theodore Mehrkens	Address  61356 County Road 7	City/State  Mazeppa, MN	Zip code  55956
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\* 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

Township Name:  Mazeppa	Township No:  109	Range No.:  14	Section No.  5	1/4,1/4  SE, SE
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### 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 3 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:  

NRCS FOTG Practice 340 Cover Crop, Ag Tech Note 33 for 30 acres installed by 10/1/21, 10/1/22, 10/1/23
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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 organization board or council, 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 10/1/20, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices 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 this practice.

Date 4/19	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 340 Cover Crop

Eligible Component Standard & Name  <b>340 Cover Crops</b>	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate  <b>\$2,700.00</b>
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider <b>DEAN THOMAS (Affiliate)</b> Digitally signed by DEAN THOMAS (Affiliate) Date: 2021.04.19 09:07:49 -05'00'
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### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$30/acre

Amount	Program Name	Fiscal Year
\$900.00	FY 2019 Drinking Water Protection in Southeast Minnesota	2021
\$900.00	FY 2019 Drinking Water Protection in Southeast Minnesota	2022
\$900.00	FY 2019 Drinking Water Protection in Southeast Minnesota	2023

Date	Authorized Signature	Total Amount Authorized
		<b>\$2,700.00</b>

## Contract Amendment Form

<b>Organization:</b>  <div style="text-align: center; font-weight: bold;">Wabasha SWCD</div>	<b>Contract Number:</b>  <div style="text-align: center; font-weight: bold;">19-DWP-CC-5</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Amendment Number:</b> <u>1</u> </td> <td style="width: 50%; vertical-align: top;"> <b>Amendment Type</b>  Date <input checked="" type="checkbox"/>  Amount <input type="checkbox"/>  Land Occupier <input type="checkbox"/>  Practice <input type="checkbox"/>  Other <input type="checkbox"/> </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> <b>Board Meeting Date:</b>  <div style="text-align: center; font-size: 1.2em;">4-22-21</div> </td> </tr> </table>	<b>Amendment Number:</b> <u>1</u>	<b>Amendment Type</b> Date <input checked="" type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>	<b>Board Meeting Date:</b> <div style="text-align: center; font-size: 1.2em;">4-22-21</div>	
<b>Amendment Number:</b> <u>1</u>	<b>Amendment Type</b> Date <input checked="" type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>					
<b>Board Meeting Date:</b> <div style="text-align: center; font-size: 1.2em;">4-22-21</div>						

Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: 4-23-23 Original Contract Install Date: 11/1/20, 11/1/21, 11/1/22

Amended Contract Install Date (If applicable): 11/1/21 11/1/22 11/1/23

Original Total Amount Authorized: \$2,700.00 Amended Total Amount Authorized: \$2,700.00

The Parties whose names are signed below hereby agree that the above-referenced Conservation Practice Assistance Contract is amended as follows:

Contract install dates have been adjusted to 11/1/21, 11/1/22, and 11/1/23. No change to seeding plan.

The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

This Amendment is to take affect on the date of the last signature hereto.

<b>Date</b> <div style="font-size: 1.5em;">4-21-21</div>	<b>Land Occupier</b> <div style="font-size: 1.2em; font-family: cursive;">Adam Bruner</div>
<b>Date</b>	<b>Landowner, if different from applicant</b>

### Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the amended estimated quantities, costs, or completion date described above are practical and reasonable.

<b>Date</b>	<b>Technical Assistance Provider</b> <div style="font-size: 1.2em; font-weight: bold;">DEAN THOMAS (Affiliate)</div> <div style="font-size: 0.8em;">Digitally signed by DEAN THOMAS (Affiliate) Date: 2021.04.20 11:23:11 -05'00'</div>
-------------	--

### Organizational Approval

<b>Date</b>	<b>Authorized Signature</b>
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\*Attach this form to the Conservation Practice Assistance Contract