

Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
April 25, 2019  
8 a.m.  
County Annex Conference Room  
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER –**
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA**
- IV. **PUBLIC COMMENTS**  
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
  - A. MAWQCP Grant reassignment executed 4/22/19
- VI. **SECRETARY’S REPORT**
  - A. March 28, 2019 Meeting Minutes-**Board Action**
- VII. **TREASURER’S REPORT:**
  - A. February Program Record-**Board Action** (Motion needed to take off table before action can be taken)
  - B. March Program Record-**Board Action**
  - C. District Financial Statements March 2019-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
  - A. Monthly bills statement provided at meeting-**Board Action**
- IX. **DISTRICT REPORTS**
  - A. Chair Report – Terry Helbig
  - B. County Commissioners – Don Springer; Rich Hall
  - C. District Manager Report – Terri Peters
  - D. NRCS Report – Phillis Brey
  - E. Ecological Technician Report – Jen Wahls
  - F. District Technician Report- Mitch Rigelman
  - G. District Technician Report- Bill Wayne
  - H. Other –
- X. **OLD BUSINESS**
  - A. 1W1P Update-**Board Information**
  - B. Legislative funding options update-**Board Information**
  - C. Partner Meeting wrap-up debriefing-**Board Information**
  - D. Update on grant transfers from WRB (AgCertainty and Well Sealing grants)-**Board Information**
  - E. PRAP Grant Follow Up with BWSR-**Board Information**

- F. Safe Deposit Box-**Board Action**

**XI. NEW BUSINESS**

- A. MASWCD Resolution Process Meeting and request for resolution ideas-**Board Discussion/Action**
- B. Terri Peters Laptop Replacement due to notice of hard drive failure from NRCS IT support-**Board Discussion/Action**
- C. Kurt King contract 18-CWMA-7 for \$1,500 (total project estimate \$2,000 CWMA 18) 6ac brush mgmt. practice 314-**Board Action**
- D. Jordan Flynn contract 18-CWMA-8 for \$500 (total project estimate \$666.67 CWMA 18)2ac brush mgmt. practice 314-**Board Action**
- E. Gerard (King) Marking contract 410 WASCOB 2016CWF-04 for \$9,022.50 (total project estimate \$10,025 2015 CWF – MRLP project)-**Board Action**
- F. Darrel Klein Contract 17-SCS-1 Amendment 1 to change contract funding source to 2017 Capacity and change contract number to 17-Capacity-10 -**Board Action**
- G. County of Olmsted Building Lease Agreement for MAWQCP employee office space-**Board Action**
- H. Upcoming Events
  - i. 5<sup>th</sup> grade field day-May 13<sup>th</sup>

**XII. Board Reports**

- A. WW –
- B. 1W1P-

**XIII. Adjourn- Board Action**

## ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Agriculture (“State”), Southeast Minnesota Water Resources Board (“Original Contract Vendor”), and **Wabasha Soil and Water Conservation District** (“Assigned Contract Vendor”).

**WHEREAS**, the State has an agreement and amendment 1 with the Original Contract Vendor, SWIFT Contract No. 134729, effective January 1, 2018, through December 31, 2019 (“Contract”), to provide **the Minnesota Agricultural Water Quality Certification Program (MAWQCP) to all procurers in the state, the Minnesota Department of Agriculture (MDA) is contacting with the Southeast Minnesota Water Resources Board to support agricultural producers in Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha and Winona counties;** and

**WHEREAS**, the Original Contract Vendor wishes to assign all its interests in the Contract to the Assigned Contract Vendor; and

**WHEREAS**, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

**NOW THEREFORE**, the parties agree to the following:

1. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.
2. The State hereby approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendor all its interests, rights, responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contract Vendor and the Assigned Contract Vendor agree to all provisions set forth in this Assignment Agreement.
3. The Original Contract Vendor and the Assigned Contract Vendor jointly and severally represent and warrant to the State that:
  - a. the Original Contract Vendor is not in default of any of its obligations under the Contract; and
  - b. the Original Contract Vendor has assigned to the Assigned Contract Vendor, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contract Vendor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendor; and
  - c. the Assigned Contract Vendor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.
4. The Assigned Contract Vendor accepts assignment of all the provisions of the Contract.
5. Any and all amounts due to the Original Contract Vendor by the State for goods and/or services provided by the Original Contract Vendor prior to April 18, 2019, under the Contract will be paid to the Original Contract

Vendor by the State. Any and all amounts due under the Contract on or after April 18, 2019, will be paid to the Assigned Contract Vendor by the State.

- 6. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contract Vendor will not exceed the Contract's total costs, minus the total payments made to the Original Contract Vendor.

<p><b>IN WITNESS WHEREOF</b>, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.</p>	
<p><b>1. ORIGINAL CONTRACT VENDOR</b></p> <p>The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by:  By: <i>Duane Bakke</i>  <small>8A74356154B2400...</small>  Title: SEMWRB chair  Date: 4/11/2019</p> <p>By:  Title:  Date:</p> <p><b>3. DEPARTMENT OF Agriculture</b></p> <p>DocuSigned by:  By: <i>Susan Stokes</i>  <small>21BE507BA8EA45F...</small>  Title: Assistant Commissioner  Date: 4/16/2019</p>	<p><b>2. ASSIGNED CONTRACT VENDOR</b></p> <p>The Assigned Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Assigned Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by:  By: <i>Terri Peters</i>  <small>821C273FB7D44A5...</small>  Title: District Manager  Date: 4/12/2019</p> <p>By:  Title:  Date:</p> <p><b>4. COMMISSIONER OF ADMINISTRATION</b></p> <p>Or delegated representative.  DocuSigned by:  By: <i>Haylie Heil</i>  <small>4AB4CCB119DA413...</small>  Date: 4/22/2019</p>

**Admin ID:  
54504**





SWIFT Contract No. 134729  
Purchase Order #: 3000026026

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Agriculture ("State") and Southeast Minnesota Water Resources Board ("Governmental Unit").

**Recitals**

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. In order to provide the Minnesota Agricultural Water Quality Certification Program (MAWQCP) to all procurers in the state, the Minnesota Department of Agriculture (MDA) is contacting with the Southeast Minnesota Water Resources Board to support agricultural producers in Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha and Winona counties.

In the event additional funds are needed to support the activities of the Soil and Water Conservation Districts of the above counties, the State is willing to amend this agreement to provide the necessary funds to continue the MAWQCP.

The Southeast Minnesota Water Resources Board has demonstrated its capacity and capabilities to work within the southeast region of the state to deliver this program by expanding the base of eligible producers to enable demonstration of statewide program operation for adoption by other U.S. states.

The Governmental Unit represents that it is duly qualified and is willing to administrate and cooperate in the performance of these services.

**Agreement**

**1. Term of Agreement**

1.1 **Effective date:** January 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 **Expiration date:** December 31, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Agreement between the Parties**

Governmental Unit will administer a project in accordance with the duties described and specified in **Exhibit A**, and scheduled and delivered as specified in **Exhibit B**, which are attached and incorporated into this contract.



### 3. Payment

Governmental Unit will be paid by the State of Minnesota after the Governmental Unit's presentation of itemized invoices for services performed and the supporting documentation for the invoices and the written acceptance of such services by the State's Authorized Representative or the State's Authorized Project Manager pursuant to paragraph 4. Invoices shall be submitted timely and in accordance with Exhibit B, which is attached and incorporated into this agreement. Itemized invoices are due to the MDA within 30 days of the last day of the billing cycle in accordance with Exhibit B.

Invoices for payment will be sent by the due dates listed in Exhibit B.

Electronic format to: [MDA.Accounts-Payable@state.mn.us](mailto:MDA.Accounts-Payable@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
Finance and Budget Division, Accounts Payable  
625 Robert St N  
Saint Paul, MN 55155

Reports should be submitted by the due dates listed in Exhibit B.

Electronic format to: [marcie.weinandt@state.mn.us](mailto:marcie.weinandt@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
Marcie Weinandt, Program Coordinator  
625 Robert St N  
Saint Paul, MN 55155

The total obligation of the State under this agreement will not exceed **Three Hundred Ninety-five Thousand Five Dollars and 00/100 (\$395,005.00)**.

### 4. Authorized Representatives

The State's Authorized Representative for administration and supervision of this agreement is **Brad Redlin, MAWQCP Program Manager, Minnesota Department of Agriculture, 625 N. Robert Street, St. Paul, MN 55155-2538, 651-201-6489; brad.redlin@state.mn.us**, or his/her successor, who is authorized to accept the services provided under this agreement.

The State's Authorized Project Manager for communications and daily management is **Marcie Weinandt, MAWQCP Program Coordinator, Minnesota Department of Agriculture, 625 N. Robert Street, St. Paul, MN 55155-2538, 651-201-6481; Email: Marcie.weinandt@state.mn.us**, or his/her successor, who is authorized to accept the services provided under this agreement

The Governmental Unit's Authorized Representative is **Bridgette M. Timm, Executive Director, Southeast Minnesota Water Resources Board, 2122 Campus Drive SE, Suite 200, Rochester, MN 55904;; Phone: 507-779-8569; Email: timm.bridgette@co.olmsted.mn.us**, or his/her successor. If the Authorized Representative changes at any time during this agreement, the Governmental Unit must immediately notify the State.

## 5. Assignment, Amendments, Waiver, and Contract Complete

5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 6. Indemnification

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

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

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

## 7. State Audits

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

## 8. Government Data Practices

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

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

## 9. Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 10. Termination

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

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

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

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: DocuSigned by:  
Linda Rowley  
CFE1D297B75F46F...

Date: 11-15-17

SWIFT Contract No. 134729

PO No: 3000026026

**2. GOVERNMENTAL UNIT**

By: DocuSigned by:  
Bridgette Timm  
2785E1D0AFC944C...  
SEMWRB, Executive Director

Title: \_\_\_\_\_

Date: 11/22/2017

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Distribution:  
Governmental Unit  
State's Authorized Representative  
State's Authorized Project Manager

**3. STATE AGENCY**

By: DocuSigned by:  
Susan Stokes  
21BE3448E406A...  
(with delegated authority)

Title: Assistant Commissioner

Date: 11/29/2017

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Office of State Procurement

By: Rudell Digher

Date: 12-15-17

54504

## **Exhibit A**

### **Southeast Minnesota Water Resources Board MAWQCP Plan of Work:**

The purpose of this agreement is for **Southeast Minnesota Water Resources Board** to host and manage the Minnesota Agricultural Water Certification Program (MAWQCP) expanding the current base of eligible producers, increasing the number of certified producers and enabling statewide program operations.

#### **Southeast Minnesota Water Resources Board will:**

- Administer regional Minnesota Agricultural Water Quality Certification Program (MAWQCP)
- Supervise one full time Area Certification Specialist and one Certified Technician
- Manage documentation reporting and payments to participating Soil and Water Conservation Districts (SWCD's)
- Facilitate the regional promotion of the MAWQCP

#### **The regional activities are estimated to be:**

- Report Quarterly to the Minnesota Department of Agriculture (MDA) the activities of the MAWQCP Area Certification Specialists and SWCD Partners
- Conduct regular contact with the regional SWCDs to encourage both SWCD and producer participation through training events, field tours, producer meetings
- Organize and facilitate a region wide outreach to SWCDs, producers and private partners
- Assess landowners' operations, establish comprehensive conservation plans, recommend practices to achieve MAWQCP certification and solicit feedback on the certification process
- Accelerate implementation of planned practices through partners to achieve certification
- Advise MDA of suggested changes recommended to continually improve program delivery and outcomes

**Costs are detailed in Exhibit B Budget**

## Southeast Minnesota Water Resources Board

## Budget Exhibit B

## Southeast Minnesota Water Resources Board Administration of MAWQCP Regional Program

See Exhibit A for Schedule of Deliverables									
Please Note: This budget supersedes any original budget presented in Exhibit A. The Governmental Unit has the discretion to transfer up to 10% of the funds between categories without contacting the State's Authorized Representative or the State's Authorized Project Manager. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%.									
Billing Cycle State Fiscal Year	Calendar Year Quarter	Description of Deliverables	Amount	Salary Costs	Travel Costs	Office Expenses	Training / Meetings	Administration	TSA and Regional SWCD Support
		<b>Projected Project Start Date is 01/01/18</b>							
Quarter 3, 2018	Jan-Mar 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by April 30, 2018	56,251	36,000	5,626	2,500	625	4,000	7,500
Quarter 4, 2018	Apr-Jun 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by July 30, 2018	56,251	36,000	5,626	2,500	625	4,000	7,500
<b>FY18 Total</b>			<b>112,502</b>	<b>72,000</b>	<b>11,252</b>	<b>5,000</b>	<b>1,250</b>	<b>8,000</b>	<b>15,000</b>
Quarter 1, 2019	Jul-Sep 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by October 30, 2018	56,250	36,000	5,625	2,500	625	4,000	7,500
Quarter 2, 2019	Oct-Dec 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by January 30, 2019	56,251	36,000	5,626	2,500	625	4,000	7,500
Quarter 3, 2019	Jan-Mar 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by April 30, 2019	42,500	28,750	5,625	2,500	625	3,750	1,250
Quarter 4, 2019	Apr-Jun 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by July 30, 2019	42,501	28,750	5,626	2,500	625	3,750	1,250
<b>FY19 Total</b>			<b>197,502</b>	<b>129,500</b>	<b>22,502</b>	<b>10,000</b>	<b>2,500</b>	<b>15,500</b>	<b>17,500</b>
Quarter 1, 2019	Jul-Sep 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by October 30, 2019	42,500	28,750	5,625	2,500	625	3,750	1,250
Quarter 2, 2019	Oct-Dec 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by January 30, 2020	42,501	28,750	5,626	2,500	625	3,750	1,250
<b>FY20 Total</b>			<b>85,001</b>	<b>57,500</b>	<b>11,251</b>	<b>5,000</b>	<b>1,250</b>	<b>7,500</b>	<b>2,500</b>
<b>All Years</b>			<b>395,005</b>	<b>259,000</b>	<b>45,005</b>	<b>20,000</b>	<b>5,000</b>	<b>31,000</b>	<b>35,000</b>



STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AMENDMENT # 1; SWIFT CONTRACT # 134729

Table with 4 columns: Agreement Start Date, Original Agreement Expiration Date, Current Agreement Expiration Date, Requested Agreement Expiration Date, Total Agreement Amount, Original Agreement, Previous Amendment(s) Total, This Amendment.

This amendment is by and between the State of Minnesota, through its Commissioner of Agriculture ("State") and Southeast Minnesota Water Resources Board, 2122 Campus Dr SE #200, Rochester, MN 55904 ("Governmental Unit").

Recitals

- 1. The State has an agreement with the Governmental Unit identified as SWIFT Contract Number 134729 ("Original Agreement") to provide support to agricultural producers in Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha and Winona counties..
2. To provide funds for assistance in certification assessments and program delivery by Soil and Water Conservation District partners.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use strike through for deletions and underlining for insertions.

REVISION 1. Clause 2. "Agreement between the Parties" is amended as follows:

Governmental Unit will administer a project in accordance with the duties described and specified in Revised Exhibit A-1, and scheduled and delivered as specified in Revised Exhibit B-1, which are attached and incorporated into this contract and which replaces Exhibit A and Exhibit B in their entirety.

REVISION 2. Clause 3. "Payment" is amended as follows:

3. Payment

Governmental Unit will be paid by the State of Minnesota after the Governmental Unit's presentation of itemized invoices for services performed and the supporting documentation for the invoices and the written acceptance of such services by the State's Authorized Representative or the State's Authorized Project Manager pursuant to paragraph 4. Invoices shall be submitted timely and in accordance with Revised Exhibit B-1, which is attached and incorporated into this agreement and which replaces Exhibit B in its entirety. Itemized invoices are due to the MDA within 30 days of the last day of the billing cycle in accordance with Revised Exhibit B-1.

DS



Invoices for payment will be sent by the due dates listed in Revised Exhibit B-1.

Electronic format to: [MDA.Accounts-Payable@state.mn.us](mailto:MDA.Accounts-Payable@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
Finance and Budget Division, Accounts Payable  
625 Robert St N  
Saint Paul, MN 55155

Reports should be submitted by the due dates listed in Exhibit B.

Electronic format to: ~~marcie.weinandt@state.mn.us~~ [william.fitzgerald@state.mn.us](mailto:william.fitzgerald@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
~~Marcie Weinandt~~ William Fitzgerald, Program Coordinator  
625 Robert St N  
Saint Paul, MN 55155

The total obligation of the State under this agreement will not exceed ~~Three Hundred Ninety five Thousand Five Dollars and 00/100~~ Four Hundred Fifty-Five Thousand Five Dollars and 00/100 (\$ 395,005.00 455,005.00).

REVISION 3. Clause 4 "Authorized Representatives" is amended as follows:

#### 4. Authorized Representatives

The State's Authorized Representative for administration and supervision of this agreement is **Brad Redlin, MAWQCP Program Manager, Minnesota Department of Agriculture, 625 N. Robert Street, St. Paul, MN 55155-2538, 651-201-6489; brad.redlin@state.mn.us**, or his/her successor, who is authorized to accept the services provided under this agreement.

The State's Authorized Project Manager for communications and daily management is ~~Marcie Weinandt~~ William Fitzgerald, MAWQCP Program Coordinator, Minnesota Department of Agriculture, 625 N. Robert Street, St. Paul, MN 55155-2538, 651-201-6481 651-201-6159; Email: ~~Marcie.weinandt@state.mn.us~~ [William.fitzgerald@state.mn.us](mailto:William.fitzgerald@state.mn.us), or his/her successor, who is authorized to accept the services provided under this agreement

The Governmental Unit's Authorized Representative is **Bridgette M. Timm, Executive Director, Southeast Minnesota Water Resources Board, 2122 Campus Drive SE, Suite 200, Rochester, MN 55904;; Phone: 507-779-8569; Email: [timm.bridgette@co.olmsted.mn.us](mailto:timm.bridgette@co.olmsted.mn.us)**, or his/her successor. If the Authorized Representative changes as any time during this agreement, the Governmental Unit must immediately notify the State.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: DocuSigned by:  
Linda Rowley  
CFE1D297B75F46F...

Title: Lead Buyer

Date: 10/4/2018

SWIFT Contract No. 134729

PO Number: 26026

2. GOVERNMENTAL UNIT

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

By: DocuSigned by:  
Bridgette Timm  
2785E1D0AFC944C...

Title: Executive Director - SEMWRB

Date: 11/19/2018

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative  
State's Authorized Project Manager

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: DocuSigned by:  
Susan Stokes  
21BE507BA8EA45F...

(with delegated authority)

Title: Assistant Commissioner

Date: 11/19/2018

4. COMMISSIONER OF ADMINISTRATION

As delegated to Office of State Procurement

By: P. [Signature]

Date: 11/21/2018

54504

## **Revised Exhibit A-1**

### **Southeast Minnesota Water Resources Board MAWQCP Plan of Work:**

The purpose of this agreement is for **Southeast Minnesota Water Resources Board** to host and manage the **Minnesota Agricultural Water Certification Program (MAWQCP)** expanding the current base of eligible producers, increasing the number of certified producers and enabling statewide program operations.

#### **Southeast Minnesota Water Resources Board will:**

- Administer regional Minnesota Agricultural Water Quality Certification Program (MAWQCP)
- Supervise one full time Area Certification Specialist and one ~~Certified~~ Certification Technician
- Manage documentation reporting and payments to participating Soil and Water Conservation Districts (SWCDs)
- Facilitate the regional promotion of the MAWQCP

#### **The regional activities are estimated to be:**

- Report Quarterly to the Minnesota Department of Agriculture (MDA) the activities of the MAWQCP Area Certification Specialists and SWCD Partners
- Conduct regular contact with the regional SWCDs to encourage both SWCD and producer participation through training events, field tours, producer meetings
- Organize and facilitate a region wide outreach to SWCDs, producers and private partners
- Assess landowners' operations, establish comprehensive conservation plans, recommend practices to achieve MAWQCP certification and solicit feedback on the certification process
- Accelerate implementation of planned practices through partners to achieve certification
- Advise MDA of suggested changes recommended to continually improve program delivery and outcomes

**Costs are detailed in Revised Exhibit B-1 Budget**

Southeast Minnesota Water Resources Board

Budget Revised Exhibit B-1

Southeast Minnesota Water Resources Board Administration of MAWQCP Regional Program

See Revised Exhibit A-1 for Schedule of Deliverables									
Please Note: This budget supersedes any original budget presented in Exhibit A. The Governmental Unit has the discretion to transfer up to 10% of the funds between categories without contacting the State's Authorized Representative or the State's Authorized Project Manager. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%.									
Billing Cycle State Fiscal Year	Calendar Year Quarter	Description of Deliverables	Amount	Salary Costs	Travel Costs	Office Expenses	Training / Meetings	Administration	TSA and Regional SWCD Support
Projected Project Start Date is 01/01/18									
Quarter 3, 2018	Jan-Mar 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by April 30, 2018	<del>56,251</del> 64,793	<del>36,000</del> 39,454	<del>5,626</del> 2,362	<del>2,500</del> 251	625	<del>4,000</del> 2,726	<del>7,500</del> 20,000
Quarter 4, 2018	Apr-Jun 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by July 30, 2018	<del>56,251</del> 60,711	<del>36,000</del> 41,364	<del>5,626</del> 3,050	<del>2,500</del> 1,074	625	<del>4,000</del> 1,393	<del>7,500</del> 13,830
<b>FY18 Total</b>			<del>112,502</del> 125,504	<del>72,000</del> 80,818	<del>11,252</del> 5,412	<del>5,000</del> 1,325	<del>1,250</del>	<del>8,000</del> 4,119	<del>15,000</del> 33,830
Quarter 1, 2019	Jul-Sep 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by October 30, 2018	<del>56,250</del> 67,234	<del>36,000</del> 31,755	<del>5,625</del> 8,544	<del>2,500</del> 4,336	625	<del>4,000</del> 5,929	<del>7,500</del> 15,420
Quarter 2, 2019	Oct-Dec 2018	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by January 30, 2019	<del>56,251</del> 67,263	<del>36,000</del> 31,427	<del>5,626</del> 8,545	<del>2,500</del> 4,339	625	<del>4,000</del> 5,952	<del>7,500</del> 15,750
Quarter 3, 2019	Jan-Mar 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by April 30, 2019	<del>42,500</del> 48,751	<del>28,750</del> 36,000	<del>5,625</del> 5,626	2,500	625	<del>3,750</del> 4,000	<del>1,250</del>
Quarter 4, 2019	Apr-Jun 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by July 30, 2019	<del>42,501</del> 48,751	<del>28,750</del> 36,000	5,626	2,500	625	<del>3,750</del> 4,000	<del>1,250</del>
<b>FY19 Total</b>			<del>197,502</del> 231,999	<del>129,500</del> 135,182	<del>22,502</del> 28,341	<del>10,000</del> 13,675	<del>2,500</del> 3,750	<del>15,500</del> 19,881	<del>17,500</del> 31,170
Quarter 1, 2020	Jul-Sep 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by October 30, 2019	<del>42,500</del> 48,751	<del>28,750</del> 36,000	<del>5,625</del> 5,626	2,500	625	<del>3,750</del> 4,000	<del>1,250</del>
Quarter 2, 2020	Oct-Dec 2019	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress Invoice and documentation due by January 30, 2020	<del>42,501</del> 48,751	<del>28,750</del> 36,000	5,626	2,500	625	<del>3,750</del> 4,000	<del>1,250</del>
<b>FY20 Total</b>			<del>85,001</del> 97,502	<del>57,500</del> 72,000	<del>11,251</del> 11,252	5,000	1,250	<del>7,500</del> 8,000	<del>2,500</del>
<b>All Years</b>			<del>395,005</del> 455,005	<del>259,000</del> 288,000	45,005	20,000	5,000	<del>31,000</del> 32,000	<del>35,000</del> 65,000

Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
March 28, 2019  
8 a.m.  
County Annex Conference Room  
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER** – Meeting called to order at 8 am by Chair Terry Helbig  
Supervisors present: Terry Helbig, Chair; Lynn Zabel, Vice Chair; Larry Theismann,  
Secretary; Chuck Fick, Treasurer; Nate Arendt, Member

Staff Present: Dennis Stelling, SWCD; Jen Wahls, SWCD; Phillis Brey, NRCS

County Commissioner Present: Rich Hall

Others Present: George Poch, Hiawatha R C&D; John Beckwith, Hiawatha R C&D

- II. **PLEDGE OF ALLEGIANCE**

- III. **AGENDA**

*Moved by Fick and seconded by Arendt to approve the agenda with the additions of items I: Wabasha County Fair table, Item J Acceptance of funding from MN DNR in the amount of \$5,000.00, under new business, and item D: Safe Deposit Box under old business and the moving of v. from upcoming events to item C: reigning of WW JPB Resolution paperwork due to technical error under old business*

*Affirmative: Arendt, Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

- IV. **PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

- V. **CONSENT AGENDA -Board Action**

- A. Jesse Polson AgBMP Loan request in the amount of \$8,100.00
- B. Brian Goihl AgBMP Loan Application in the amount of \$25,000.00
- C. Wayne Peters AgBMP Loan Application in the amount of \$32,000.00
- D. Selection/Approval of WSB & Associates as consultants for N. Fork Zumbro/Mazeppa Project

*Moved by Fick and seconded by Zabel to approve the consent agenda*

*Affirmative: Arendt, Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

- VI. **SECRETARY'S REPORT**

- A. February 28, 2019 Meeting Minutes-Board Action

*Moved by Fick, seconded by Zabel to approve the February 28, 2019 minutes as presented*

*Affirmative: Arendt, Fick, Helbig, Theismann, Zabel*

*Opposed: None*  
*Motion Carried*

**VII. TREASURER'S REPORT:**

A. February Program Record-**Board Action**

*Moved by Arendt, seconded by Theismann to table approval of the February Program Record until the April meeting*

*Affirmative: Arendt, Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

B. District Financial Statements February 2019-**Board Action**

*Moved by Zabel, seconded by Fick to approve the February District Financial Statements*

*Affirmative: Arendt, Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**VIII. PAYMENT OF MONTHLY BILLS**

A. Monthly bills statement provided at meeting-**Board Action**

*Moved by Fick, seconded by Theismann to approve the payment of monthly bills in the amount of \$6,881.63*

*Affirmative: Arendt, Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**IX. DISTRICT REPORTS**

A. Chair Report – Terry Helbig

B. County Commissioners – Rich Hall

C. District Manager Report – Terri Peters

D. NRCS Report – Phillis Brey

E. Ecological Technician Report – Jen Wahls

F. District Technician Report- Mitch Rigelman

G. District Technician Report- Bill Wayne

H. Other –

**X. OLD BUSINESS**

A. 2018 Audit Discussion request by Nate Arendt-**Board Discussion**

B. 1W1P Update-**Board Information**

C. WW JPB Resolution signature forms resigned -**Board Chair Signature**

D. Safe Deposit Box-**Board Discussion/Action**

*To be acted on at April meeting-by consensus*

**XI. NEW BUSINESS**

A. Hiawatha Valley Resource Conservation & Development presentation (9AM)-**Board Information**

- B. Partners/LWG Planning meeting- **Board Discussion on participation and roles**
- C. Day on the Hill follow up-**Board Information**
- D. SE MN WRB status and workload division-**Board information. Possible action pending ongoing discussions**

***Moved by Arendt, seconded by Theismann to accept the grants and administration duties of SE MN WRB grants, pending approval of SE MN WRB***

***Affirmative: Arendt, Fick, Helbig, Theismann, Zabel***

***Opposed: None***

***Motion Carried***

- E. Hiawatha Valley RC&D membership and dues in the amount of \$300.00-**Board Action**

***Moved by Arendt, seconded by Theismann to not participate in Hiawatha R C&D***

***Affirmative: Arendt, Fick, Helbig, Theismann, Zabel***

***Opposed: None***

***Motion Carried***

- F. Approval of staff time for chemical sampling of Mississippi River/Winona monitoring sites-**Board Action**

***Moved by Fick, seconded by Zabel to approve the use of staff time in monitoring activities for the Mississippi River/Winona chemical sampling project***

***Affirmative: Arendt, Fick, Helbig, Theismann, Zabel***

***Opposed: None***

***Motion Carried***

- G. Darrel Klein contract 17-SCS-1 in the amount of \$11,100.00 (Total cost of \$14,800.00) for practice FOTG 412 Grassed Waterway-**Board Action**

***Moved by Arendt, seconded by Theismann to approve Darrel Klein contract 17-SCS-1 in the amount of \$11,100 for practice FOTG 412 Grassed Waterway***

***Affirmative: Arendt, Fick, Helbig, Theismann, Zabel***

***Opposed: None***

***Motion Carried***

- H. Upcoming Events

- i. 5<sup>th</sup> grade field day-May 13<sup>th</sup>

- ii. April 2<sup>nd</sup>-Phone switch over to new Business VOiP service. Will have new direct-dial numbers for staff. Main phone number remains the same.

- iii. Tree Pickup day Tentatively the week of April 15<sup>th</sup>. Hopefully the 18<sup>th</sup>.

- iv. April 23<sup>rd</sup> Partner Meeting (Details and invite will be sent shortly)

- ~~v. Need to re-sign WW Resolution passed last month due to mix-up along the way~~  
(Moved to C. of old business)

- I. Wabasha County Fair Table/Participation w/NRCS/FSA and board member rotation for July 17<sup>th</sup> (Family Day)-**Board Action**

***Moved by Zabel, seconded by Arendt to participate for Family Day at the Wabasha County Fair for one full day***

***Affirmative: Arendt, Fick, Helbig, Theismann, Zabel***

***Opposed: None***

***Motion Carried***

J. Acceptance of MN DNR funding in the amount of \$5,000.00 for forestry planning-

**Board Action**

***Moved by Fick, seconded by Zabel to accept the MN DNR funding in the amount of \$5,000.00 for forestry planning***

***Affirmative: Arendt, Fick, Helbig, Theismann, Zabel***

***Opposed: None***

***Motion Carried***

**XII. Board Reports**

A. WW –

B. 1W1P-

**XIII. Adjourn- Board Action**

***Moved by Arendt, seconded by Fick to adjourn***

***Affirmative: Arendt, Fick, Helbig, Theismann, Zabel***

***Opposed: None***

***Motion Carried***

***Meeting adjourned at 10:05 am***

**Respectfully Submitted,**

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**Larry Theismann, Secretary**



**Wabasha Soil and Water Conservation District**  
**Profit & Loss**  
**March 2019**

04/04/19

Cash Basis

	Mar 19
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Intergovernmental Revenues</b>	
<b>State</b>	
AgCertainty Promotion	2,500.00
CWMA	1,500.00
<b>Total State</b>	4,000.00
<b>Total Intergovernmental Revenues</b>	4,000.00
<b>Total Income</b>	4,000.00
<b>Gross Profit</b>	4,000.00
<b>Expense</b>	
<b>District Operations</b>	
<b>Capital Outlay</b>	1,199.00
<b>Other Services and Charges</b>	
Advertising Expense	725.11
Building Rent	864.13
Conferences and Conventions	717.75
Education and Information	50.00
Employee Education and Training	317.06
Employee Expenses	15.00
Employee Mileage	38.28
Internet Expense	70.95
Telephone Expense	137.63
<b>Vehicle Expenses</b>	
GMC Vehicle Expense	30.81
Hyundia Tucson Vehicle Expense	52.39
<b>Total Vehicle Expenses</b>	83.20
<b>Total Other Services and Charges</b>	3,019.11
<b>Personnel Services</b>	
Employee Salary Permanent	16,499.67
Employer HSA contributions	0.00
Employer Life and Health	
66000 · Payroll Expenses	4,315.69
Employer Life and Health - Other	26.00
<b>Total Employer Life and Health</b>	4,341.69
Employer Share FICA	1,085.33
Employer Share Medicare	253.82
Employer Share PERA	1,310.94
<b>Total Personnel Services</b>	23,491.45
<b>Supplies</b>	
Office Supplies	114.78
<b>Total Supplies</b>	114.78
<b>Total District Operations</b>	27,824.34
<b>Project Expenditures</b>	
<b>District</b>	
Tree Expense	493.50
<b>Total District</b>	493.50
<b>State</b>	
Ag Certainty Expense	11.00
FY19 Capacity	130.50
LWM NRBG	221.99
<b>Total State</b>	363.49
<b>Total Project Expenditures</b>	856.99
<b>Total Expense</b>	28,681.33

**Wabasha Soil and Water Conservation District**  
**Profit & Loss**  
March 2019

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	Mar 19
Net Ordinary Income	-24,681.33
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	49.98
Interest Income - Other	710.44
Total Interest Income	760.42
Total Other Income	760.42
Net Other Income	760.42
Net Income	<u>-23,920.91</u>

# Wabasha Soil and Water Conservation District

## Cash Balances

As of March 31, 2019

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Mar 31, 19

**ASSETS**

**Current Assets**

**Checking/Savings**

**Money Market- Bank of Alma**

72,257.37

**Money Market WNB Financial**

17,366.68

**Peoples State Bank Money Market**

507,671.50

**Petty Cash**

28.87

**WNB Financial**

10,057.33

**Total Checking/Savings**

607,381.75

**Total Current Assets**

607,381.75

**TOTAL ASSETS**

**607,381.75**

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**LIABILITIES & EQUITY**

0.00

## April Board Report

**Jen:**

**Wetland Conversation Act (WCA)** – Fillmore County – MPARS review on 2 projects, 3 site visits and violation addressed at TEP meeting. Wabasha County – TEP meeting not needed this month.

**Conservation Reserve Enhancement Program/ReInvest in MN (CREP/RIM)** – Had 2 inquiries, did off-site review for potential eligibility.

**Nat'l Fish & Wildlife Federation (NFWF)** – Conservation planning, working through practice plans.

**Cooperative Weed Management Area (CWMA)** – Conducted site visits and set up 2 contracts for brush mgmt..

**MN Dept of Ag (MDA)** – Planning/coordinating with MDA and CCM re project list

**Local Water Mgmt (LWM)** – Good bye trees. 5<sup>th</sup> grade conservation day planned for Monday, May 13<sup>th</sup>.

**Capacity** – Checking in with landowners with cover crop contracts.

**Forestry Plan Contract** – 4 of 7 plans completed, reviewed by Outreach Coordinator and approved by DNR. Remaining 3 will be completed within time frame.

**Mitch:**

### **Ag Certainty**

Minnesota Agricultural Water Quality Certification Program has been seeing more interest from producers. Working along side Mark Root and Larry Peterson continues to help with the workload and applications in progress here in Wabasha County. Recently we have completed two new certifications for producers in Elgin and Gillford townships which have projects underway addressing new waterways and water and sediment control basins. Additional assessments are currently in progress for four new applications.

### **Technical Assistance**

Spring construction projects are nearing as warmer weather approaches. Technical assistance is being provided to facilitate a new waterway nearing construction phase. In addition to survey work on new conservation concerns for multiple producers. Preliminary design work is being conducted following survey work to facilitate moving forward with new projects underway. Additional work is being conducted for 3 producers agreeing to aid in my conservation planning coursework.

### **Update on District Drone and Training**

Upon purchase of the proposed drone for purchase, our Autel Evo Drone arrived and has exceeded my expectations in its ability to capture high quality imagery, as well as its functionality and flight capabilities. Simple flights were conducted to practice simple flight maneuvers and examine the capabilities of the imagery. After multiple practice flights, a consent

to fly waiver was put together to gain permission from landowners to fly their property. This waiver was established to conduct drone flights over established projects and potential resource concern areas following the FAA regulation guidelines. Photos and video files will be shown at next weeks partners meeting to showcase the imagery potential and observe the drone's capabilities.

Training through Drone Pilot Ground School is nearing completion and can be expected to be fully complete in the next week. Upon completion I will be scheduling an exam to complete my certification with the FAA.

**Bill:**

- With the warmer weather we've been making several site visits for potential projects and have begun surveying
- I've been working with the area engineers to finalize some waterway designs and construction is scheduled to begin in the coming weeks
- I've been working with the Bear Valley Watershed District with some potential projects and providing technical help with others
- Started looking into the buffer spot checks and have contacted a few landowners to make
- Assisted with the tree sales
- Assisted Phillis with a few project folders
- Made a cultural resource investigation and put together a report

**Dennis:**

- Routine office duties
- Sat in on phone meeting with outgoing WRB director to get a handle on MAWQCP program
- Made adjustments to deferred revenue as requested by Adam from BWSR
- Mailed out precipitation reporting materials
- Looked into payment of HSA to Bill Wayne for family coverage
- Assisted with tree sales
- Updated website with new phone numbers
- Started pulling together Sub-agreements for MAWQCP with Olmsted as well as Well Sealing Grant
- Worked on charts for partners meeting
- Personal note: I will be graduating on May 10<sup>th</sup> with my BS Accounting degree (Magna Cum Laude)

**Drone Picture of the Month!**







# MASWCD

## Minnesota Association of Soil and Water Conservation Districts

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### STAFF

Executive Director  
LEANN BUCK

Assistant Director  
SHEILA VANNEY

Office Manager  
STEFANIE MARTINEZ

March 26, 2019

To: Minnesota Soil and Water Conservation Districts  
From: Roland Cleveland, MASWCD President  
Subject: Call for Resolutions – 2019 Resolution Process

Attached please find the following materials related to the 2019 Resolutions Process:

- resolutions process guidelines;
- sample resolution format; and
- resolutions which will sunset in 2019.

Note: An updated version of the MASWCD Policy Handbook will be posted to the MASWCD web site – [www.maswcd.org](http://www.maswcd.org) – on the Resolutions Process page. The handbook is a compilation of all standing MASWCD resolutions and action taken to date.

Please also note:

- ⇒ The “therefore, be it resolved” in the resolution should state **an action or a policy position** that MASWCD should take as it relates to the work of SWCDs. This will help with the post-convention resolution prioritization process.
- ⇒ All resolutions will need to include information on the potential fiscal impact for MASWCD (budget, staffing, committee, etc.)
  - The intent is to encourage a comprehensive discussion on policy and program issues, including implications to the Association’s budget. The National Association of Conservation Districts also requests similar language for their resolutions. Fiscal impact estimates will provide the members with additional guidance and consideration for various requests submitted by local SWCDs.
- ⇒ **The deadline for Area resolutions to be received in the MASWCD office is July 21.**

If you have any questions, please do not hesitate to me at (612) 978-3989, or LeAnn Buck at (651) 690-9028. Thank you.

Enclosures.



## MINNESOTA ASSOCIATION OF SOIL & WATER CONSERVATION DISTRICTS (MASWCD)

### RESOLUTIONS PROCESS GUIDELINES

The resolutions process is the means by which local SWCD Supervisors can identify soil and water conservation needs and issues and bring them before the membership of the Association for review and action at the MASWCD Annual Convention. The resolution process provides a forum for education and information to SWCD board members on statewide conservation issues. The resolutions also provide guidance and direction to the Board of Directors of the MASWCD and NACD.

In order to provide for an orderly process, the following steps shall be used.

1. Resolutions are to be developed and passed first by a local district, and then must be submitted to and approved by the MASWCD Area Association of which that district is a member. (*Policy adopted by MASWCD Board of Directors September 16, 2011*) An SWCD must be an MASWCD member in good standing in order to be eligible to submit a resolution. **It is important for a representative from the authoring SWCD to be in attendance at the Area meeting when the resolution is presented to explain the resolution and answer questions.**
2. All resolutions must be typed and in proper format – including clear identification of the originating district, contact person, and Area. Background information explaining the intent of the resolution can be submitted with the resolution and should be limited to one page.
  - In addition, each resolution must include information on the potential fiscal impact for MASWCD (budget, staffing, committee, etc.). (*Policy adopted by MASWCD Board of Directors Feb. 17, 2010.*)
3. In the year following the defeat of a resolution by member vote, no SWCD may submit an essentially identical resolution to the one defeated. (*Policy adopted by MASWCD Board of Directors Aug. 26, 2008.*)
4. The time line for the resolution process is as follows:
  - July 21 - Deadline for Area resolutions to be into the MASWCD office.
  - Mid to End of August - MASWCD Board reviews packet.
  - September 15 - Packets sent to SWCDs for pre-convention balloting.
  - November 1 - Deadline for pre-convention ballots to be into the MASWCD office.
5. In order to develop a uniform resolution packet, MASWCD will:
  - Only accept those resolutions submitted prior to July 21.
  - Only accept resolutions that are in proper format.
  - Only accept agency and other organization resolutions that have come through dues-paying member SWCDs.
  - Eliminate those which are not related to MASWCD responsibilities.
  - Eliminate those which are the same as standing MASWCD resolutions.
  - Consolidate similar resolutions.
  - Edit and condense resolutions. } MASWCD will seek the consent of the authoring district.
6. In August the packet will go before the MASWCD Board of Directors for approval.
7. Resolutions will be duplicated and mailed to all SWCDs by September 15. This will give each SWCD adequate time to review all resolutions and to vote their position on each prior to the annual convention, using the pre-convention resolution ballot process.



## Resolutions Process Guidelines

8. The results of the pre-convention resolution ballot process will be distributed during the first general session of the convention. All resolutions needing further discussion, amendment, and/or action will also be presented. No action is taken at the first general session.
9. Resolutions needing further action will be brought before the membership for action during the second general session of the convention. This will provide additional time for convention delegates to study each proposed resolution.

REMINDER: Each district submitting a resolution which is brought up for further action must continue their responsibility for the resolution and speak for it when it is brought before the membership.

10. The pre-convention resolution ballot process is a means to limit debate on the floor of the convention on resolutions for which the membership has a strong agreement for or against. Toward that end, the following will apply:
  - If 66 percent of all supervisors whose ballots are received vote to APPROVE a resolution, the resolution will be deemed as moved and seconded for adoption at the annual meeting.
  - If 66 percent of all supervisors whose ballots are received vote to DISAPPROVE a resolution, it will automatically be rejected, with no further action at the annual meeting.
  - If 34% of all supervisors whose ballots are received vote to BRING THE RESOLUTION TO THE CONVENTION FLOOR FOR FURTHER DISCUSSION OR AMENDMENT, it will be brought to the MASWCD annual meeting for further action. This provision overrides the first two, in the event that this condition and one of the above conditions are both met.

*(Policy adopted by MASWCD Board of Directors March 24, 2009.)*

11. If an EMERGENCY occurs and an SWCD feels an EMERGENCY RESOLUTION is necessary, the SWCD should contact the MASWCD Area Director and submit to him/her the emergency resolution. It is then the responsibility of the Area Director to carry forward the resolution to the MASWCD Board for action.

12. The following are criteria for an EMERGENCY RESOLUTION:

- The issue or event is something that has taken place between the time resolutions are due in the MASWCD office and when they are acted upon at the convention.
- The resolution deals with a natural disaster.
- The issue or event must be acted upon before the beginning of the next resolution process.

Final decisions regarding EMERGENCY RESOLUTIONS will be made by the MASWCD Board of Directors.

13. No resolutions will be accepted from the floor of the convention.
14. Area Directors should be consulted for information on deadlines for resolutions to be submitted at the Area level. All resolutions approved at the Area level must be received in the MASWCD office no later than July 21.
15. It is the policy of MASWCD to sunset resolutions after four years from adoption. Resolutions over two biennia (four years) may no longer be applicable or suitable for MASWCD to pursue, and new or revised legislative actions may be sought through the resolutions process annually. *(Policy adopted by MASWCD Board of Directors March 27, 2007)*

**Sample Resolution Format**

**RESOLUTION TITLE**

**WHEREAS,**

(Statement of fact, finding or argument)

**WHEREAS,**

(Statement of fact finding or argument)

**WHEREAS,**

(Statement of fact, finding or argument)

**THEREFORE, BE IT RESOLVED,**

(By whom should an action be taken)

**BE IT FURTHER RESOLVED,**

*(If applicable)*

(By whom should an action be taken)

(What action should be taken)

**FISCAL IMPACT STATEMENT**

Dollar amount estimate of potential fiscal impact for MASWCD

Use the following as guides:

- High Workload: Approximately 40 hours of time at \$75\* per hour = \$3000
- Medium-High Workload: Approximately 20 hours of time at \$75\* per hour = \$1500
- Medium-Low Workload: Approximately 10 hours of time at \$75\* per hour = \$750
- Low Workload: Approximately 5 hours of time at \$75\* per hour = \$375

\* \$75 per hour estimate includes all operational costs including staff and/or board time, overhead, travel, committee expenses, etc.

<b>Submitted by:</b>	<b>Area Association:</b> (Area Number)
	<b>Date adopted:</b>
<b>Reviewed by MASWCD Board of Directors</b>	<b>MASWCD Annual Convention</b>
<b>Date:</b>	<b>Date:</b>
	<b>Action:</b>

**For further information contact:**

name, SWCD, phone number, email address

**Background (optional but helps explain intent behind resolution):**

## Resolutions Which Will Sunset in December, 2018

### RESOLUTIONS WHICH WILL SUNSET IN DECEMBER, 2019

The following resolutions became standing policy for MASWCD after being approved by the membership in December, 2015. They will sunset in December 2019. For more information, including the full text of the resolutions and action taken to date, please visit the "Resolutions Process" page on the MASWCD web site ([www.maswcd.org](http://www.maswcd.org)).

2015 Resolution Number and Title	
1	Prioritizing Soil Health
2	Delegation of WCA Admin Authority
3	Technical Approval Authority Revisions
4	E-coli as an Indicator
5	Levy Authority for SWCDs
6	State Income Tax Credit for Conservation
8	Fee Schedule Rates for SWCDs
9	Funding to Establish Pollinator Habitat
10	Increase Audit Trigger Threshold
11	EQIP Funding for Local Priorities
12	June Interseeding Cover Crop into Corn
13	Conservation Riparian Buffers
14	NRCS and SWCD Partnership
E-1	Improved Use of Vertical Side Inlets



## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>18-CWMA-7</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>Kurt King</b>	Address <b>6800 Brook Dr</b>	City/State <b>Minneapolis/MN</b>	Zip Code <b>55439</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>Lake</b>	Township No: <b>111</b>	Range No.: <b>12</b>	Section No. <b>36</b>	1/4,1/4 <b>SE/SW</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 land occupier 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:

efotg 314 & 315 on 6 ac mixed woody and herbaceous invasives

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 11/30/2020, 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.

### 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 75.0%, or state and federal sources that when combined are in excess of 0.0% of the total cost to establish the conservation practice.
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.



4-22-19	<i>[Signature]</i>
	Other relevant background information

**Conservation Practice**

The primary practice for which cost share is requested is: 114 Brush Mgmt

114 Brush Mgmt & 555 Herbaceous Weed Control	Engineered Practice	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$1,500.00
	Biological 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.

4-22-19	<i>[Signature]</i>
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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 75.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$1,500.00	CRMA	2018

4/24/2018		\$1,500.00
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## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>18-CWMA-8</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>Jordan Flynn</b>	Address <b>32999 712th St</b>	City/State <b>Lake City/MN</b>	Zip Code <b>55041</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>Mount Pleasant</b>	Township No: <b>111</b>	Range No.: <b>13</b>	Section No. <b>12</b>	<b>1/4, 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 land occupier 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:

efotg 314 2 ac mixed woody invasives

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 11/30/2021, 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.

### 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 75.0%, or state and federal sources that when combined are in excess of 0.0% of the total cost to establish the conservation practice.
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 4/18/19	Land Occupier <i>Justin Taylor</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: 314 Brush Mgmt

Eligible Component Standards & Names  314 Brush Mgmt	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$666.67
	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 4-22-19	Technical Assistance Provider <i>J. Wahler</i>
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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 75.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$500.00	CWMA	2018

Board Meeting 4/24/2019	Authorized Signature	Total Amount Authorized \$500.00
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## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>2016CWF-04</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>Gerard Marking</b>	Address <b>502 W Madison St</b>	City/State <b>Lake City/MN</b>	Zip Code <b>55041</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>Pepin</b>	Township No.: <b>111</b>	Range No.: <b>11</b>	Section No.: <b>19</b>	1/4,1/4
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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 land occupier 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:

410 WASCOB B2

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 11/30/19, 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.

### 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 90.0%, or state and federal sources that when combined are in excess of 0.0% of the total cost to establish the conservation practice.
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 4-17-19	Land Occupier <i>Harold Mading</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: 410; Grade Stabilization Structure

Eligible Component Standards & Names  410; Grade Stabilization Structure	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$10,025.00
	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 4/17/19	Technical Assistance Provider <i>[Signature]</i>
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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 90.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$9,022.50	2015 CWF Grant	2015

Board Meeting 4/24/2019	Authorized Signature	Total Amount Authorized \$9,022.50
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## Contract Amendment Form

Organization:  <p style="text-align: center;"><b>Wabasha SWCD</b></p>	Contract Number:  <p style="text-align: center;"><b>17-Capacity-10</b></p>	Amendment Number:  <p style="text-align: center;">1</p> <hr/> Board Meeting Date:  <p style="text-align: center;">4/25/2019</p>	Amendment Type Date <input type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input checked="" type="checkbox"/>
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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:           N/A                                Original Contract Install Date:           8-31-19          

Amended Contract Install Date (If applicable):           N/A          

Original Total Amount Authorized:           \$11,100.00                                Amended Total Amount Authorized:           N/A          

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

Change contract number from 17-SCS-1 to 17-Capacity-10 funding will now be 2017 Capacity

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.

Date  <p style="text-align: center;">4-12-19</p>	Technical Assistance Provider 
Date  <p style="text-align: center;">4-3-19</p>	Landowner, if different from applicant 

**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.

Date  <p style="text-align: center;">4-9-19</p>	Land Occupier 
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**Organizational Approval**

Date  <p style="text-align: center;">4-8</p>	Authorized Signature  
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\*Attach this form to the Conservation Practice Assistance Contract

4-8-19 Robert J. Peterson

**COUNTY OF OLMSTED – Wabasha Soil and Water Conservation District  
BUILDING LEASE AGREEMENT**

This Agreement is made by and between the County of Olmsted, hereinafter referred to as “Lessor” and the Wabasha Soil and Water Conservation District, hereinafter referred to as “Lessee”.

WHEREAS, Lessor is owner of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904 and,

WHEREAS, the Lessee has a need for the use of a portion of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904.

NOW THEREFORE, the Lessor, for and in consideration of the rents and covenants hereinafter contained, does hereby demise, lease and let to the Lessee the following described premises situated in the County of Olmsted, State of Minnesota, to-wit: 189.49 SF of office space for the MN Department of Agriculture, of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904, on the following terms and conditions.

I. TERM:

The term of this agreement shall be for 12 months, from the 1st day of January, 2019 through the 31<sup>st</sup> day of December, 2019.

II. RENT:

As rent for the leased premises and inconsideration for all covenants, representations and conditions of the lease agreement. LESSEE agrees to pay LESSOR the sum of \$ 4,737.24 for the term of the Lease Agreement. Such amount shall be paid in monthly installments of \$ 394.77 in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
1/1/19- 12/31/19	189.49	\$25.00	\$394.77	\$4,737.24

Said monthly payments are to be due on or before the first day of each month during said term.

III. HOLDING OVER:

In the event Lessee remains in possession of said premises after the expiration of this Agreement and without the execution of a new lease, it shall be deemed occupying said premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same can be applicable to a month-to-month tenancy. Such holdover shall be deemed to have been approved by Lessor if no written notice has otherwise been transmitted to Lessee and the monthly rent agreed to between the parties shall be paid at the beginning of each month as provided for herein.

#### IV. DUTIES OF LESSOR:

The Lessor shall, except as otherwise specified herein and except for damages resulting from any acts of negligence of Lessee, its agents or employees provide:

- a. Existing heat, electricity, sewer and water service available to the leased premises;
- b. Snow plowing of main streets and associated parking/access areas to the leased premises;
- c. Bulk trash removal;
- d. Regular inspections of fire detection systems and fire extinguishers in conformance with State and local code requirements.

#### V. LESSOR'S ACCESS:

The Lessor, acting through its designated agents, employees or officials shall have the right, upon prior notification to Lessee, to enter the leased premises at all reasonable times for the purpose of inspecting, maintaining, repairing, altering or improving the leased premise of said building.

#### VI. DUTIES OF LESSEE:

- a. The Lessee agrees to take reasonable precautions to prevent waste of heat, water, electricity, or anything else furnished by Lessor for Lessee's comfortable use and occupancy of the leased premises;
- b. Lessee, its agents, employees, invitees, or visitors, shall comply fully with all rules and regulations governing conduct and vehicular traffic as now posed or subsequently amended;
- c. The Lessee further agrees to maintain the premises in a neat, clean and respectable condition. Also, all ashes, garbage, and refuse of any kind shall be moved to holding area after being placed in proper containers at said Lessee's expense.
- d. Except as otherwise provided for herein, the Lessee shall furnish all supplies and services required for its use of the premises, and shall surrender the premises to the Lessor at the termination of its tenancy free and clear of any liens, claims or encumbrances and in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted. Alterations of fixtures attached to the leased premises shall remain a part thereof and shall not be removed unless Lessor elects to permit removal.

#### VII. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign nor in any manner transfer this lease or any interest therein, nor sublet said leased premises or any parts thereof, nor permit occupancy by anyone with, through, or under it, without the prior written consent of Lessor.

VIII. INSURANCE:

It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, equipment and fixtures whatever the manner of attachment to the leased premises, against damage on an "all risk" basis from fire, explosion, tornado, civil disorder, vandalism, including any damage resulting from bursting or failure of water, gas sewer or steam pipes, or by any cause or causes beyond the reasonable control of Lessor.

It shall be the responsibility of Lessee to assure that the premises are covered by a comprehensive general liability insurance policy in an amount not less than one million dollars (\$1,000,000) to cover bodily injury, property damage and personal injury (and shall include coverage for fire legal liability). Payment of the premiums therefore shall be made by Lessee. Lessor shall be named as additional insured on said policies. Lessee shall provide Lessor with certificates of such insurance, including the additional insured provision, prior to taking occupancy of the premises.

IX. INDEMNIFICATION:

Except in the case of the negligence of the Lessor, its agents or its employees, the Lessee shall save, hold harmless, indemnify and defend the Lessor, its agents and its employees against any liability for damages to any person or property in or about the premises.

X. TERMINATION:

This lease may be terminated by either Lessor or Lessee, with or without cause, upon sixty (60) days' written notice directed to the other party's designated representative.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written below.

Wabasha Soil and Water Conservation District

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Terry Helbig, Chairperson

**COUNTY OF OLMSTED**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Mat Miller, Director  
Facilities and Building Operations