

Wabasha Soil and Water Conservation District
District Regular Board Meeting
August 22, 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. Amendments to the MAWQCP Technical Assistance/Promotion funds agreements
 - i. Rice SWCD
 - ii. Freeborn SWCD
 - iii. Whitewater Watershed JPB
- VI. **SECRETARY’S REPORT**
 - A. July 25, 2019 Meeting Minutes-**Board Action**
- VII. **TREASURER’S REPORT:**
 - A. July Program Record-**Board Action**
 - B. District Financial Statements July 2019-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
 - A. Monthly bills in the amount of \$-**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
- X. **OLD BUSINESS**
 - A. 1W1P Update-**Board Information**
 - B. Update on grant transfers from WRB (AgCertainty and Well Sealing grants)-**Board Information**
 - C. Bus Tour-**Board Discussion/Information**
 - D. Governance 101 Training Meeting-**Board Discussion on Attendance**
- XI. **NEW BUSINESS**
 - A. 2021 SWCD Programs and Operations Grants-**Board Action**
 - B. Drinking Water Protection Grant sub-agreement with Fillmore SWCD-**Board Action**

- C. Revised local cost share policy-**Board Action**
- D. Leonhardt Dairy, LLC (Casey Leonhardt) contract 18RCPP-4 voucher payment in the amount of \$20,000.00-**Board Action**
- E. Stacy Miller contract LMF-17313RCPP-1WAB voucher payment in the amount of \$10,788.04. Final Payment-**Board Action**
- F. Bill Miller contract LMFR-17RCPP-3WAB voucher payment in the amount of \$17,697.00. Final Payment-**Board Action**
- G. Chuck Bremer contract 17-CAP-WS-11 voucher payment in the amount of \$1,000.00 for well seal cost share-**Board Action**
- H. Office manager position resignation and job posting-**Board Action**
- I. Upcoming Events
 - i. Governance 101 Training-Sept 12-13
 - ii. NASCA & NWC Conservation conference-Sept 30-Oct 2, Lexington, KY

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. Adjourn- Board Action

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

- I. **CALL MEETING TO ORDER** – Meeting called to order at 8:03 am by Chair Terry Helbig
Supervisors Present: Terry Helbig, Chair; Lynn Zabel, Vice Chair, Chuck Fick, Treasurer;
Larry Theismann, Secretary; Nate Arendt, Member

Staff Present: Terri Peters, District Manager; Dennis Stelling, SWCD; John Benjamin,
NRCS

Others: Sharleen Klennert, Citizen; Frank Klennert, Citizen; Sheila Harmes, WW JPB; Jeff
Weiss, DNR

- II. **PLEDGE OF ALLEGIANCE**

- III. **AGENDA**

*Moved by Fick, seconded by Zabel to approve the agenda with the addition of items N:
CWF application with SE MN JPB and O: Gorman Creek project potential with DNR under
new 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. Check 10901 payment to Wabasha-Kellogg Public Schools in the amount of \$309.60
dated 7/10/2019 for busing reimbursement for 5th grade field day

Moved by Zabel, seconded by Arendt to approve the consent agenda

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

- VI. **SECRETARY'S REPORT**

A. June 27, 2019 Meeting Minutes-Board Action

Moved by Fick, seconded by Zabel to approve the Secretaries report as presented

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

- VII. **TREASURER'S REPORT:**

A. June Program Record-Board Action

Moved by Arendt, seconded by Zabel to approve the program record

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

B. District Financial Statements June 2019-Board Action

Moved by Fick, seconded by Theismann to approve the district financial statements as presented

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly bills in the amount of \$27,852.11-Board Action

Moved by Arendt, seconded by Zabel to approve the payment of monthly bills in the amount of \$27,852.11

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Terry Helbig

B. District Manager Report – Terri Peters

C. NRCS Report – John Benjamin

X. OLD BUSINESS

A. 1W1P Update-Board Information

B. Update on grant transfers from WRB (AgCertainty and Well Sealing grants)-Board Information

C. MASWCD Resolution Meeting -Board Discussion

D. Bus Tour-Board Discussion/Information

E. Wabasha County Budget Request for FY 2020-Board Discussion

XI. NEW BUSINESS

A. Jeff Weiss, Clean Water Hydrologist, DNR, Request for time for discussion of current and possible CWF, CPL, and LSOHC funded projects happening in the county-Board Discussion

B. Izaak Walton League Fiscal Agent Agreement-Board Action

Moved by Theismann, seconded by Fick to approve the Fiscal Agent Agreement with the Izaak Walton League

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

C. Reducing Bacteria from SE MN Feedlots Sub-agreement-Board Action

Moved by Zabel, seconded by Theismann to approve the Reducing Bacteria from SE MN Feedlots sub-agreement

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

- D. 319 Focus Small Watershed – West Indian Creek. Completed interview (2nd round)-
Board Discussion/Action to Pursue
***Moved by Theismann, seconded by Fick to give pursue 319 Focus Small Watershed-
West Indian Creek grant funding***
Affirmative: Arendt, Fick, Helbig, Theismann, Zabel
Opposed: None
Motion Carried
- E. Revise and resubmit West Indian Creek CWF application (have discussed revisions
with BWSR/CWF staff)- **Board Discussion/Action to Pursue**
***Moved by Zabel, seconded by Theismann to revise and resubmit West Indian Creek
CWF application***
Affirmative: Arendt, Fick, Helbig, Theismann, Zabel
Opposed: None
Motion Carried
- F. North Branch Whitewater – have started evaluation, discussions with Sheila Harmes
(Whitewater JPB) and Skip Langer (Olmsted) on moving forward- **Board
Discussion/Action to Pursue**
***Moved by Zabel, seconded by Arendt to move forward with the North Branch
Whitewater CWF grant application in conjunction with WW JPB and Olmsted SWCD***
Affirmative: Arendt, Fick, Helbig, Theismann, Zabel
Opposed: None
Motion Carried
- G. Scott Johnson (Rural Waters) and Jennifer Ronnenberg (MDH) – groundwater
protection related grants and City Wellhead Protection- **Board Discussion/Action to
Pursue**
***Moved by Fick, seconded by Zabel to pursue agreements with Rural Water and MDH
on groundwater protection related grants and City Wellhead Protection***
Affirmative: Arendt, Fick, Helbig, Theismann, Zabel
Opposed: None
Motion Carried
- H. Field demo – practices to address nitrates in groundwater on irrigated fields
managing both manure and nitrogen application on coarse soils. Prelim discussions
with multiple agencies- **Board Discussion/Action to Pursue**
***Moved by Fick, seconded by Zabel to issue a resolution to pursue a field demonstration
concerning nitrates in groundwater on irrigated fields managing both manure and
nitrogen applications on coarse soils***
Affirmative: Arendt, Fick, Helbig, Theismann, Zabel
Opposed: None
Motion Carried
- I. Reviewing a couple other grant opportunities to fund current project list that may
meet criteria- **Board Discussion/Action to Pursue**
***Moved by Theismann, seconded by Fick to pursue grant funding from other agencies
to fund current project list***

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

J. Disposal of Hach Hydrolab by giving to DNR-**Board Action**

Moved by Arendt, seconded by Fick to give Hach Hydrolab to the DNR

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

K. Governance 101 training meeting-**Board Discussion/Sign-up Action**

Moved by Arendt, seconded by Fick to register two people for the Governance 101 training conference with the decision on which two to be determined

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

L. Tom Leisen contract 19-Capacity-1 1st year voucher payment (cover crops practice 340 on 30 acres) for \$900 (of \$2,700) for inter-seeding 2 species cover crops into corn -**Board Action**

Moved by Arendt, seconded by Theismann to pay Tom Leisen contract 19-Capacity-1 voucher payment in the amount of \$900.00

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

M. Upcoming Events

i. Bus Tour. August 7th, 9-12:30. Load in Zumbro Falls.

ii. Governance 101 Training-Sept 12-13

iii. NASCA & NWC Conservation conference-Sept 30-Oct 2, Lexington, KY

N. CWF Application with SE MN JPB for feedlots-**Board Discussion**

O. Gorman Creek project in conjunction with the DNR. DNR offer of partnership and having Wabasha SWCD act as the grantee-**Board Discussion**

XII. Board Reports

A. WW –

B. 1W1P-

XIII. Closed Session to discuss personnel staffing

A. The meeting will be closed as permitted by Minn Stat. section 13D.05 Subd 3 to review the status of the Administrative Assistant/Bookkeeper position.

Moved by Theismann, seconded by Arendt to close the meeting

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

Meeting closed at 9:39 am

Moved by Theismann, seconded by Fick to reopen the meeting

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

Meeting reopened at 10:03 am

Moved by Theismann, seconded by Fick to change the Administrative assistant/bookkeeper position from part-time to full-time

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

Moved by Arendt, seconded by Theismann to work on changing the administrative assistant/bookkeeper job title, description, and classification to that of Office Manager

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

XIV. Adjourn- Board Action

Moved by Arendt, seconded by Theismann to adjourn

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

Meeting adjourned at 10:10 am

Respectfully Submitted,

Larry Theismann, Secretary

Red=Mileage
Blue=Billable time Charges
Orange=Adjustment of program to reduce County Funds
Green=Adjustment of Negative Programs with no funds coming to equal zero and reduce

		Cash			District Funds		
		Balance of all cash on hand checking, savings, and investments.			Funds come primarily from fees for services, and tree sales.		
		Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
6/1/2019	Beginning Balance			\$605,452.96			\$272,417.67
	GENERAL LEDGER ACCOUNTS			\$605,452.96			\$272,417.67
	Sales Tax Liability			\$605,452.96			\$272,417.67
	CD Cashed			\$605,452.96			\$272,417.67
	REVENUE ACCOUNTS			\$605,452.96			\$272,417.67
	Intergov. Rev. - County/Local			\$605,452.96			\$272,417.67
	Intergov. Rev. - State	18,415.70		\$623,868.66			\$272,417.67
	Intergov. Rev. -Federal			\$623,868.66			\$272,417.67
	Charges for Goods & Services	\$2,948.82		\$626,817.48	\$37.57		\$272,455.24
	Interest - CD's			\$626,817.48			\$272,455.24
	Interest - Money Market	\$911.28		\$627,728.76	\$911.28		\$273,366.52
	Other			\$627,728.76			\$273,366.52
	EXPENDITURE ACCOUNTS			\$627,728.76			\$273,366.52
	Personnel Services	\$158.00	\$28,648.97	\$599,237.79	\$158.00	\$28,648.97	\$244,875.55
	District Operations	\$9.98	8,833.21	\$590,414.56	\$9.98	8,833.21	\$236,052.32
	Supplies	\$0.55		\$590,415.11	\$0.55		\$236,052.87
	Mileage			\$590,415.11	\$551.58		\$236,604.45
	Project Expense-Local			\$590,415.11			\$236,604.45
	Project Expense-State		16,763.53	\$573,651.58			\$236,604.45
	Project Expense-Federal			\$573,651.58			\$236,604.45
	Distribute Hours Worked			\$573,651.58	\$35,246.03		
6/30/2019	Ending Balance	\$22,444.33	\$54,245.71	\$573,651.58	\$36,914.99	\$37,482.18	\$271,850.48

Petty Cash			2019 County Funds			FY2019 Conservation Delivery			FY 2018 Easement Delivery		
County allocation received in June and December Included LWM Levy and WCA match amounts			County allocation received in June and December Included LWM Levy and WCA match amounts			P19-8145, \$19,619 grant period 1/2/2018 to 12/31/2020 (The District records only administrative costs here, admin is recorded here as tracking tool of admin. Costs, once expended District/County funds are reduced)			Work Order No. 79-17-W001, grant period 9/13/2017 to 1/31/2022		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$12.43	\$114.72	\$61,138.60	\$12,052.74	\$6,411.60	\$9,422.73	\$0.00	\$0.00	\$0.00	\$1,319.13	\$104.71
\$0.55	\$0.55			\$27.26							
\$0.55	\$0.55	\$114.72	\$0.00	\$12,140.26	(\$5,728.66)	\$10,106.89	\$0.00	\$0.00	\$0.00	\$0.00	\$104.71

FY 2017 State Cost Share			FY 2018 State Cost Share			FY 2019 State Cost Share		
P17-1259, \$15,401 grant period 8/24/2016 to 12/31/2018 (\$3080.20 allowed for TA) Grant amended to extend expiration date to 12/31/2019			P18-2837, \$15,401 grant period 1/3/2018 to 12/31/2020			P19-2247, \$15,401 grant period 1/3/2018 to 12/31/2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$4,304.12	\$0.00	\$0.00	\$12,320.80	\$0.00	\$0.00	\$15,401.00

2017 SWCD Local Capacity Services				2018 SWCD Local Capacity Services				2019 SWCD Local Capacity Services			
FY2017 \$100,000 P17-7085 Grant Period 03/09/2017 to December 31, 2019				FY2018 \$100,000 P18-7145 Grant Period 01/03/2018 to December 31, 2020				FY2019 \$100,000 P19-2416 Grant Period 10/23/2018 to December 31, 2021			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$0.00	\$0.00	\$20,072.58	\$0.00	\$0.00	\$0.00	\$30,360.27	\$0.00	\$10,321.21	\$0.00	\$46,671.05

FY19 LWM				FY18 Wetland Conservation (NRBG)				FY19 Wetland Conservation (NRBG)			
P19-4884 \$14,177 Levy match required grant period 2/5/2018 to 12/31/2020				P18-0964 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020				P19-3909 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$53.36	\$413.97	\$181.46	\$0.00	\$0.00	\$1,513.64	\$239.90	\$0.00	\$0.00	\$12,118.00	\$12,118.00
								\$35.38			
74.82											
\$106.64				\$239.90				\$1,943.30			
\$0.00	\$181.46	\$0.00	\$0.00	\$0.00	\$239.90	\$110.19	\$0.00	\$0.00	\$1,978.68	\$12,118.00	\$10,139.32

Fillmore WCA Shared Service (NRBG)			FY2016 CWMA			FY2018 CWMA		
Reimbursed for work done on a quarterly basis			C16-3353 \$15,000 25% cash or in-kind match required, effective date 6/17/2016. 50/40/10			C16-3353 \$15,000 25% cash or in-kind match required, effective date 01/26/2018. 100% received		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$510.02	(\$2,066.20)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,246.36
\$2,066.24								
	\$680.03						\$26.16	
\$2,066.24	\$680.03	(\$679.99)	\$0.00	\$0.00	\$0.00	\$0.00	\$26.16	\$9,220.20

2015 Protecting and Restoring WQ MRLP Project			2016 and 2017 AIS			AgCertainty			FY2019 MAWQCP Promo (AgCertainty)		
2015 CWF Subcontracted through Goodhue. Grant period 04/7/2015 to 12/31/2018. Bill sent to Goodhue for hours worked.			Program funds for gap period carried forward			Bill for time and expenses. JPB FUNDING THROUGH MDA.			\$2500 for landowner outreach and promotion		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$8,122.50	\$0.00	(\$137.09)	\$0.00	\$2,084.00	\$100,889.31	\$0.00	\$840.79	(\$5,193.47)	\$0.00	\$0.00	\$3,164.28
						\$3,250.94					
\$0.00	\$0.00	(\$137.09)	\$0.00	\$0.00	\$100,889.31	\$3,250.94	\$2,218.47	(\$4,161.00)	\$0.00	\$0.00	\$3,164.28

FY2018 MDA WEED Grant						Volunteer Nitrate Monitoring			FY2018 Buffer Initiative (BWSR)		
SWIFT Contract/PO No. 3000027693 140471 Grant executed 4/27/2018 exiration 11/16/2018 for \$20,000						Bill quarterly for work done as requested by SEMNWRB			P18-3662 \$20,000, Grant period 1/2/2018 - 12/31/2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$65.39	\$5,305.12	\$0.00	\$0.00		\$0.00	\$70.31	(\$569.51)	\$0.00	\$0.00	\$0.00
\$8,460.00											
\$117.70						\$95.57					
\$0.00	\$8,577.70	(\$3,272.58)	\$0.00	\$0.00	\$0.00	\$0.00	\$95.57	(\$665.08)	\$0.00	\$0.00	\$0.00

FY2019 Buffer Initiative (BWSR)			2019 DNR Forestry Plan Writing			319 Funding			2017 RCPP		
FY2019 \$100,000 P19-2506 Grant Period 10/23/2018 to December 31, 2021						Reducing Bacteria from SE MN Feedlots May14, 2018 to December 31, 2020			Regional Conservation Partnership Program. EQIP plus State Funds for Lower Mississippi Feedlot Management in Minnesota. 300 to 500 animal units. Funds through JPB		
Receipts	Disbursements	Balance				Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$1,397.00	\$18,203.09		\$7,723.00	(\$222.80)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,315.48
\$100.63											
\$1,594.79			\$134.80								
\$0.00	\$1,695.42	\$16,507.67	\$7,857.80	(\$357.60)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,315.48

2018 Buffer Implementation			CREP/RIM			N Fork Zumbro Mazeppa			NFWF Planning Grant		
P18-5519 2018 Buffer Cost Share (Wabasha SWCD) executed 7/20/2017 expiration 12/31/2019			P18-6398 1018-CREP Outreach and Implementation (Wabasha SWCD) executed 11/30/2017 expiration 06/30/2020 \$29,250.00 available and reimbursed as reported.			Fiscal Agent for project Reimbursable through DNR Final Request for payment must be submitted on or before June 30, 2023					
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$2,324.34	\$0.00	\$196.16	(\$1,316.71)	\$0.00	\$2,963.88	(\$4,336.83)	\$0.00	\$2,378.41	(\$9,314.82)
						\$5,085.42			\$181.54		
			\$364.49						\$5,542.68		
\$0.00	\$0.00	\$2,324.34	\$0.00	\$364.49	(\$1,681.20)	\$5,085.42	\$0.00	\$748.59	\$0.00	\$5,724.22	(\$15,039.04)

Goodhue Admin			Regional MAWQCP			Regional CWF Well Sealing-Admin			Regional CWF Well Sealing-tech time		
Bill Dennis' hourly, benefits, and mileage			Bill MAWQCP for Olmsted staff and expenses, Wabasha staff and expenses, and area promo participants.			50/40/10 taking over for SE WRB			Need to show \$1000 match per district		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$1,449.71	\$1,777.27	(\$3,216.48)	\$7,173.22	\$7,230.16	(\$1,041.45)	\$0.00		\$27,181.44	\$0.00		(\$1,478.98)
\$2,911.25			\$8,013.10								
			\$7,178.71								
\$2,666.69			\$507.69			\$79.64			\$283.64		
\$2,911.25	\$2,666.69	(\$2,971.92)	\$8,013.10	\$7,686.40	(\$714.75)	\$0.00		\$27,101.80	\$0.00		(\$1,762.62)

[illegible]

Wabasha Soil and Water Conservation District

Profit & Loss

July 2019

Jul 19

Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	35.00
Charges for Services - Other	2,870.65
Total Charges for Services	2,905.65
Intergovernmental Revenues	
State	
2019 NRBG WCA grant	1,978.68
Ag Certainty	3,250.94
FY17 Capacity Funding	150.00
FY18 CWMA	26.16
FY18 MDA Weed Grant	8,577.70
FY19 Buffer	1,695.42
FY19 Capacity	7,599.65
FY19 Well Sealing Grant	79.64
MAWQCP	8,013.10
North Fork Zumbro-Mazeppa	5,085.42
NRBG LWM Grant	181.46
NRBG WCA Grant	239.90
State - Other	2,066.24
Total State	38,944.31
Total Intergovernmental Revenues	38,944.31
Miscellaneous	
Other	40.60
Total Miscellaneous	40.60
Total Income	41,890.56
Gross Profit	41,890.56
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	720.00
Building Rent	864.13
Education and Information	585.60
Employee Education and Training	910.86
Employee Expenses	1.46
Employee Mileage	278.98
Fees and Dues	604.81
Insurance Expenses	172.00
Internet Expense	70.95
Postage	-0.55
Professional Expenses	
Audit Fees	3,000.00

Wabasha Soil and Water Conservation District

Profit & Loss

July 2019

	Jul 19
Total Professional Expenses	3,000.00
Supervisor's Expenses	0.00
Supervisor's Mileage	914.20
Vehicle Expenses	
GMC Vehicle Expense	145.50
Hyundia Tucson Vehicle Expense	131.24
Total Vehicle Expenses	276.74
Total Other Services and Charges	8,399.18
Personnel Services	
Employee Salary Permanent	19,348.62
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	6,213.39
Employer Life and Health - Other	26.00
Total Employer Life and Health	6,239.39
Employer Share FICA	1,334.03
Employer Share Medicare	312.00
Employer Share PERA	1,256.93
Total Personnel Services	28,490.97
Supplies	
Office Supplies	5.36
Total Supplies	5.36
Total District Operations	36,895.51
Project Expenditures	
State	
FY17 Capacity Funding	150.00
FY18 MDA Weed Grant	8,460.00
FY19 Capacity	900.00
LWM NRBG	74.82
MAWQCP Administration	7,178.71
Total State	16,763.53
Total Project Expenditures	16,763.53
Total Expense	53,659.04
Net Ordinary Income	-11,768.48
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	911.28

Wabasha Soil and Water Conservation District
Profit & Loss
July 2019

	Jul 19
Total Interest Income	911.28
Total Other Income	911.28
Net Other Income	911.28
Net Income	<u>-10,857.20</u>

Wabasha Soil and Water Conservation District

Balance Sheet

As of July 31, 2019

Jul 31, 19

ASSETS

Current Assets

Checking/Savings

Money Market- Bank of Alma	103,654.90
----------------------------	------------

Money Market WNB Financial	17,370.55
----------------------------	-----------

Peoples State Bank Money Market	440,949.84
---------------------------------	------------

Petty Cash	115.27
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WNB Financial	11,561.00
---------------	-----------

Total Checking/Savings	573,651.56
------------------------	------------

Accounts Receivable

11000 · Accounts Receivable	5,564.85
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Total Accounts Receivable	5,564.85
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Total Current Assets	579,216.41
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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	-76,512.47
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Total Fixed Assets	36,877.44
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Other Assets

Prepaid Items

Prepaid Rent	864.13
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Total Prepaid Items	864.13
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Total Other Assets	864.13
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TOTAL ASSETS

616,957.98

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable	728.26
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Total Accounts Payable	728.26
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Other Current Liabilities

Allowance for Unemployment Reim	1,581.86
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Deferred Revenue

AIS	100,889.31
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FY17 Capacity	19,922.58
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FY17 Cost Share	4,304.12
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Wabasha Soil and Water Conservation District

Balance Sheet

As of July 31, 2019

	Jul 31, 19
FY17 RCPP	47,315.48
FY18 AgCertainty Promotion	3,164.28
FY18 Buffer Implementation	2,324.34
FY18 Capacity	30,360.27
FY18 Cost Share	12,320.80
FY18 CWMA	9,220.20
FY18 MDA Weed Grant	-3,272.58
FY19 Buffer Initiative	16,507.67
FY19 Capacity	39,071.40
FY19 Cost Share	15,401.00
FY19 Rim Easement Inspection	104.71
FY19 WCA	10,139.32
FY20 Well Seal Grant	27,101.80
Total Deferred Revenue	334,874.70
Due to Other Governments	-553.00
24000 · Payroll Liabilities	1,210.40
25500 · Sales Tax Payable	282.27
Total Other Current Liabilities	337,396.23
Total Current Liabilities	338,124.49
Total Liabilities	338,124.49
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	36,877.44
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	156,595.94
Net Income	4,863.82
Total Equity	278,833.49
TOTAL LIABILITIES & EQUITY	616,957.98

Wabasha Soil and Water Conservation District
Cash Balances
As of July 31, 2019

	Jul 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	103,654.90
Money Market WNB Financial	17,370.55
Peoples State Bank Money Market	440,949.84
Petty Cash	115.27
WNB Financial	11,561.00
Total Checking/Savings	573,651.56
Total Current Assets	573,651.56
TOTAL ASSETS	573,651.56
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District
Reconciliation Detail
Money Market- Bank of Alma, Period Ending 07/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						117,080.92
Cleared Transactions						
Checks and Payments - 1 item						
Transfer	07/25/2019			X	-30,000.00	-30,000.00
Total Checks and Payments					-30,000.00	-30,000.00
Deposits and Credits - 3 items						
Deposit	07/05/2019			X	5,085.42	5,085.42
Deposit	07/19/2019			X	11,422.04	16,507.46
Deposit	07/28/2019			X	66.52	16,573.98
Total Deposits and Credits					16,573.98	16,573.98
Total Cleared Transactions					-13,426.02	-13,426.02
Cleared Balance					-13,426.02	103,654.90
Register Balance as of 07/31/2019					-13,426.02	103,654.90
Ending Balance					-13,426.02	103,654.90

Wabasha Soil and Water Conservation District
Reconciliation Detail
Petty Cash, Period Ending 07/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						114.72
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	07/01/2019			X	0.55	0.55
Total Deposits and Credits					0.55	0.55
Total Cleared Transactions					0.55	0.55
Cleared Balance					0.55	115.27
Register Balance as of 07/31/2019					0.55	115.27
Ending Balance					0.55	115.27

Wabasha Soil and Water Conservation District
Reconciliation Detail
Peoples State Bank Money Market, Period Ending 07/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						440,105.08
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	07/31/2019			X	844.76	844.76
Total Deposits and Credits					844.76	844.76
Total Cleared Transactions					844.76	844.76
Cleared Balance					844.76	440,949.84
Register Balance as of 07/31/2019					844.76	440,949.84
Ending Balance					<u>844.76</u>	<u>440,949.84</u>

Wabasha Soil and Water Conservation District
Reconciliation Detail
WNB Financial, Period Ending 07/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						29,397.00
Cleared Transactions						
Checks and Payments - 53 items						
Liability Check	05/23/2019	10867	Metlife	X	-183.40	-183.40
Liability Check	05/23/2019	10866	Madison National Life	X	-53.98	-237.38
Bill Pmt -Check	06/27/2019	10891	Olmsted County Pu...	X	-7,173.22	-7,410.60
Liability Check	06/27/2019	10899	MN PEIP	X	-4,365.34	-11,775.94
Bill Pmt -Check	06/27/2019	10895	WSB	X	-2,772.75	-14,548.69
Bill Pmt -Check	06/27/2019	10890	Mittel Schule, Inc.	X	-864.13	-15,412.82
Bill Pmt -Check	06/27/2019	10892	Q Media Group LLC	X	-744.00	-16,156.82
Bill Pmt -Check	06/27/2019	10887	Independent School ...	X	-224.23	-16,381.05
Bill Pmt -Check	06/27/2019	10889	MCIT	X	-220.00	-16,601.05
Liability Check	06/27/2019	10897	Metlife	X	-183.40	-16,784.45
Bill Pmt -Check	06/27/2019	10894	Wabasha County Hi...	X	-176.54	-16,960.99
Bill Pmt -Check	06/27/2019	10888	lake City Septic Ser...	X	-107.38	-17,068.37
Liability Check	06/27/2019	10898	MN Life	X	-71.45	-17,139.82
Bill Pmt -Check	06/27/2019	10886	HBC	X	-70.95	-17,210.77
Liability Check	06/27/2019	10896	Madison National Life	X	-53.97	-17,264.74
Bill Pmt -Check	06/27/2019	10885	Dennis Stelling	X	-40.60	-17,305.34
Liability Check	06/28/2019	eft	MSRS	X	-920.00	-18,225.34
Liability Check	06/28/2019	eft	Department of Reve...	X	-372.00	-18,597.34
Check	07/08/2019	eft	Spica International	X	-99.00	-18,696.34
Check	07/08/2019	eft	Hill's Hardware Hank	X	-5.36	-18,701.70
Check	07/09/2019	eft	Spica International	X	-0.79	-18,702.49
Bill Pmt -Check	07/10/2019	10901	Wabasha-Kellogg P...	X	-309.60	-19,012.09
Liability Check	07/11/2019		QuickBooks Payroll ...	X	-6,936.23	-25,948.32
Liability Check	07/12/2019	eft	United States Treas...	X	-2,521.62	-28,469.94
Liability Check	07/12/2019	eft	Public Employee Re...	X	-1,325.70	-29,795.64
Liability Check	07/12/2019	eft	MSRS	X	-920.00	-30,715.64
Liability Check	07/12/2019	eft	Department of Reve...	X	-382.00	-31,097.64
Liability Check	07/12/2019	eft	Nationwide Retirem...	X	-20.00	-31,117.64
Check	07/19/2019	eft	Chick-fil-A	X	-9.57	-31,127.21
Liability Check	07/24/2019		QuickBooks Payroll ...	X	-6,258.71	-37,385.92
Check	07/24/2019	eft	River Crossing BP	X	-36.72	-37,422.64
Check	07/24/2019	eft	River Crossing BP	X	-33.16	-37,455.80
Bill Pmt -Check	07/25/2019	10909	Conservation Corps	X	-8,460.00	-45,915.80
Bill Pmt -Check	07/25/2019	10920	Smith Schafer & As...	X	-3,000.00	-48,915.80
Bill Pmt -Check	07/25/2019	10918	Q Media Group LLC	X	-720.00	-49,635.80
Bill Pmt -Check	07/25/2019	10919	SE MASWCD	X	-500.00	-50,135.80
Bill Pmt -Check	07/25/2019	eft	Minnesota UI Fund	X	-418.14	-50,553.94
Bill Pmt -Check	07/25/2019	10923	Wabasha County Hi...	X	-206.86	-50,760.80
Bill Pmt -Check	07/25/2019	10908	CHUCK FICK	X	-187.92	-50,948.72
Bill Pmt -Check	07/25/2019	10910	Dennis Stelling	X	-179.80	-51,128.52
Check	07/25/2019	eft	Register FAA	X	-150.00	-51,278.52
Bill Pmt -Check	07/25/2019	10922	Terry Helbig-Supervi...	X	-112.52	-51,391.04
Bill Pmt -Check	07/25/2019	10921	Terri Peters (Expens...	X	-95.32	-51,486.36
Bill Pmt -Check	07/25/2019	10915	Nathan Arendt	X	-93.96	-51,580.32
Bill Pmt -Check	07/25/2019	10911	HBC	X	-70.95	-51,651.27
Bill Pmt -Check	07/25/2019	10907	Bill Wayne	X	-56.84	-51,708.11
Liability Check	07/26/2019	eft	United States Treas...	X	-2,284.44	-53,992.55
Liability Check	07/26/2019	eft	Public Employee Re...	X	-1,315.49	-55,308.04
Liability Check	07/26/2019	eft	MSRS	X	-920.00	-56,228.04
Liability Check	07/26/2019	eft	Department of Reve...	X	-378.00	-56,606.04
Liability Check	07/26/2019	eft	Nationwide Retirem...	X	-20.00	-56,626.04
Check	07/29/2019	eft	MASWCD	X	-500.00	-57,126.04
Check	07/30/2019	eft	Tilly's LLC	X	-13.73	-57,139.77
Total Checks and Payments					-57,139.77	-57,139.77
Deposits and Credits - 20 items						
Bill Pmt -Check	06/27/2019		MCIT	X	0.00	0.00
Transfer	07/08/2019			X	20,000.00	20,000.00
Deposit	07/11/2019			X	1,362.96	21,362.96
Paycheck	07/12/2019	DD1513	Nate Arendt	X	0.00	21,362.96
Paycheck	07/12/2019	DD1511	Jennifer L Wahls	X	0.00	21,362.96
Paycheck	07/12/2019	DD1514	Terri L. Peters	X	0.00	21,362.96
Paycheck	07/12/2019	DD1512	Mitchell J Rigelman	X	0.00	21,362.96
Paycheck	07/12/2019	DD1516	William R Wayne	X	0.00	21,362.96
Paycheck	07/12/2019	DD1509	Charles E. Fick	X	0.00	21,362.96
Paycheck	07/12/2019	DD1510	Dennis R Stelling	X	0.00	21,362.96
Paycheck	07/12/2019	DD1515	Terry Helbig	X	0.00	21,362.96
Deposit	07/25/2019			X	3,652.10	25,015.06

Wabasha Soil and Water Conservation District
Reconciliation Detail
WNB Financial, Period Ending 07/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Transfer	07/25/2019			X	30,000.00	55,015.06
Paycheck	07/26/2019	DD1522	William R Wayne	X	0.00	55,015.06
Paycheck	07/26/2019	DD1519	Larry Theismann-p	X	0.00	55,015.06
Paycheck	07/26/2019	DD1517	Dennis R Stelling	X	0.00	55,015.06
Paycheck	07/26/2019	DD1518	Jennifer L Wahls	X	0.00	55,015.06
Paycheck	07/26/2019	DD1520	Mitchell J Rigelman	X	0.00	55,015.06
Paycheck	07/26/2019	DD1521	Terri L. Peters	X	0.00	55,015.06
Deposit	07/29/2019		Go Daddy	X	9.98	55,025.04
Total Deposits and Credits					55,025.04	55,025.04
Total Cleared Transactions					-2,114.73	-2,114.73
Cleared Balance					-2,114.73	27,282.27
Uncleared Transactions						
Checks and Payments - 14 items						
Check	05/11/2019	eft	Go Daddy		-17.99	-17.99
Paycheck	07/12/2019	10900	Lynn Zabel		-692.62	-710.61
Bill Pmt -Check	07/25/2019	10916	Olmsted County Pu...		-7,178.71	-7,889.32
Liability Check	07/25/2019	10905	MN PEIP		-4,365.34	-12,254.66
Check	07/25/2019	10906	Tom Leisen		-900.00	-13,154.66
Bill Pmt -Check	07/25/2019	10914	Mittel Schule, Inc.		-864.13	-14,018.79
Bill Pmt -Check	07/25/2019	10912	Lynn Zabel-v		-519.80	-14,538.59
Bill Pmt -Check	07/25/2019	10917	PEM Community Sc...		-276.00	-14,814.59
Bill Pmt -Check	07/25/2019	10913	MCIT		-237.00	-15,051.59
Liability Check	07/25/2019	10903	Metlife		-183.40	-15,234.99
Liability Check	07/25/2019	10904	MN Life		-71.45	-15,306.44
Liability Check	07/25/2019	10902	Madison National Life		-53.97	-15,360.41
Check	07/29/2019	eft	Marriott Minneapolis		-345.86	-15,706.27
Check	07/30/2019	10924	MACDE		-15.00	-15,721.27
Total Checks and Payments					-15,721.27	-15,721.27
Total Uncleared Transactions					-15,721.27	-15,721.27
Register Balance as of 07/31/2019					-17,836.00	11,561.00
Ending Balance					-17,836.00	11,561.00

Wabasha Soil and Water Conservation District
Reconciliation Detail
Money Market WNB Financial, Period Ending 07/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						37,370.55
Cleared Transactions						
Checks and Payments - 1 item						
Transfer	07/08/2019			X	-20,000.00	-20,000.00
Total Checks and Payments					-20,000.00	-20,000.00
Total Cleared Transactions					-20,000.00	-20,000.00
Cleared Balance					-20,000.00	17,370.55
Register Balance as of 07/31/2019					-20,000.00	17,370.55
Ending Balance					-20,000.00	17,370.55

If you are not the one processing this grant, please forward these instructions to the correct person.

For all grants: Return your signed grant agreement to BWSR:

Via email: Send signed PDF to BWSR.grants@state.mn.us

IMPORTANT:

- Returning your grant agreement to another contact within our agency may result in delays in grant agreement execution.
- Remember to complete the Authorized Representative field, using the title (not the name) of the individual designated as the point of contact for this particular grant.

It is not necessary to return this page to BWSR.

**FY 2020 & FY2021 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
SWCD PROGRAMS & OPERATIONS GRANT AGREEMENT**

Vendor:	0000202432	VN#:	
PO#:	3000010910	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Wabasha SWCD, 611 Broadway Avenue, Suite 10 Wabasha Minnesota 55981** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P20-5074	2020 - Conservation Delivery (Wabasha SWCD)	\$19,619
P21-5164	2021 - Conservation Delivery (Wabasha SWCD)	\$19,619
P20-5254	2020 - State Cost-Share Fund (Wabasha SWCD)	\$15,401
P21-5344	2021 - State Cost-Share Fund (Wabasha SWCD)	\$15,401

Total Grant Awarded: \$70,040

Recitals

1. This Grant Agreement is for the FY 2020 and 2021 Conservation Delivery and State Cost-Share grants.
2. The Laws of Minnesota 2019, 1st Special Session, Chapter 4, Article 1, Section 4(b), appropriated funds to the Board for the FY 2020 and 2021 SWCD Conservation Delivery Grants.
3. The Laws of Minnesota 2019, 1st Special Session, Chapter 4, Article 1, Section 4(d), appropriated funds to the Board for the FY 2020 and 2021 State Cost-Share Grants.
4. The Board adopted Board Order #19-28 to authorize and allocate funds for the FY 2020 and 2021 SWCD Programs & Operations Grants (Conservation Delivery and State Cost-Share).
5. The Grantee represents that it is duly qualified to receive these grants and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Melissa Lewis, Assistant Section Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-4735, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE
ADDRESS
CITY
TELEPHONE NUMBER

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

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. **Grantee's Duties.**

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

2.1. **Implementation:** The Grantee will abide by, the *Erosion Control and Water Management Program Policy* for the State Cost Share Grant and the *SWCD Conservation Delivery and Capacity Grants Policy* for the Conservation Delivery Grans.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023, or within 30 days of expenditure of all grants funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

4.1. All FY 2020 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2021 grant funds will be distributed as soon as is practicable, after the start of fiscal year 2021. **FY 2021 grant funds may not be spent before they are received.**

4.2. All costs must be incurred within the grant period.

4.3. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. All Grantees must follow the Grants Administration manual policy, procedure, guidance and the *Erosion Control and Water Management Policy for the State Cost-Share grant and the SWCD Conservation Delivery and Capacity Grant Policy* for the Conservation Delivery grant. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

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

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

6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

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

7. Liability.

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

8. State Audits.

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

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

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

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Wabasha SWCD

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

**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 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).

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 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).

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

Fillmore SWCD has agreed to provide funding to the Sub-recipient for implementation of the Drinking Water Protection in Southeast Minnesota grant. The Deliverables/Activities and budget amounts are described in Exhibit A for each Recipient. All activities will conform to the most current eLINK work plan.

III. PAYMENT TERMS AND REPORTING REQUIREMENTS

A. REPORTING. The Sub-recipient will submit invoices to Fillmore SWCD documenting progress toward completion of deliverables/activities outlined in Exhibit A. The sub-recipient will notify the Fillmore SWCD of their intent to contract with a landowner for Practice Implementation prior to approval of the contract. This notification should include the dollar amount, so the Fillmore SWCD can confirm whether or not there are sufficient funds for the proposed producer incentive payment.

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**, 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.

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.

D. PAYMENT SCHEDULE. All payments will be a reimbursement. Upon execution of this Agreement the Sub-recipient may present itemized invoices to Fillmore SWCD for work actually performed and the supporting documentation. Fillmore SWCD will provide a copy of the invoice to be completed for all reimbursement requests, including Ag Practice Implementation (cost-share).

Fillmore SWCD will process reimbursement to the Sub-recipient upon receipt of a qualifying invoice. There may be delays in payment from waiting for Fillmore SWCD Board approval or if reimbursement requests overlap a BWSR allocation of the next 40% or 10% of the grant. Invoices for payment will be sent to: (or his/her successor)

Laura.Christensen@fillmoreswcd.org

or

Laura Christensen, Administrator

Fillmore SWCD

900 Washington St. NW

Preston, MN 55965

IV. CONTRACT CLAUSES

A. Ownership of Project Materials. All materials prepared or developed by the Sub-recipient hereunder, including documents, notes, reports, data, and samples shall become the property of Fillmore SWCD when prepared, whether delivered to Fillmore SWCD or not, and shall be delivered to Fillmore SWCD upon request. Fillmore SWCD will be responsible for responding to any data practices requests pertaining to this data.

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.

C. Indemnity and Hold Harmless. Sub-recipient shall indemnify Fillmore SWCD, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the Work performed hereunder or any part thereof.

Sub-recipient agrees to indemnify and hold harmless Fillmore SWCD, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to Fillmore SWCD or others arising out of the negligent performance of the Work hereunder by the Sub-recipient. Sub-recipient shall, in no event, be liable for loss or damage attributable to Fillmore SWCD or its representatives or agents. Sub-recipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. 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.

D. Non-assignment. Sub-recipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without Fillmore SWCD's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Sub-recipient from its responsibility for the performance of any of its obligations hereunder.

E. Complete Agreement. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.

F. Independent Contractor Status. Sub-recipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Sub-recipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment

insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Sub-recipient employees, shall accrue to Fillmore SWCD or its employees performing services under this Agreement.

G. Worker Health, Safety and Training. Sub-recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Sub-recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Sub-recipient shall ensure all personnel of Sub-recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Sub-recipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Sub-recipient

H. Legal Compliance. Sub-recipient and Fillmore SWCD shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

I. Data Privacy. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Sub-recipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.

J. Business Records. Sub-recipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Sub-recipient's profession. Sub-recipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Fillmore SWCD shall have the right to audit and review all such documents and records at any time during Sub-recipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Fillmore SWCD and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

K. Force Majeure. Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

L. Waiver. The failure of Fillmore SWCD or Sub-recipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

M. Notices. All official notices, shall be sufficiently given when hand-delivered, emailed or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Fillmore SWCD: See above email and postal address in section III, D
or

Wabasha County SWCD: (terri.peters@mn.nacdnet.net or Wabasha SWCD 611 Broadway Ave., Suite 10 Wabasha, MN 55981)

N. Interpretation, Jurisdiction and Venue. All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

O. Severability. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

P. Agreement to Mediate Disputes. In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator.

The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

Q. Default and Termination. Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure. Fillmore SWCD or sub-recipient may terminate this agreement at any time, with or without cause upon 30 days' written notice to the other party.

R. Merger Clause. This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. AGREEMENT EFFECTIVE DATE

This agreement is effective upon execution by all parties.

Approved and accepted for:

FOR THE FILLMORE SWCD

Tim Gossman, Chair

Date

FOR THE SUBRECIPIENT

Name

Date

Title

EXHIBIT A

Sub-recipient allocations Drinking Water Protection in SE MN Grant

	Acres	Technical Assistance (TA) Dollars			Incentive Dollars
	Estimated Acres Applied	TA \$ for NMPs	TA \$ for Cover Crop Implementation	Technical Assistance \$ Total	Cover Crop Incentive Payment Total
Dodge	345	\$ 1,200.00	\$ 2,166.66	\$ 3,366.66	\$ 10,377.00
Fillmore	346	-	-	\$ -	\$ 10,377.00
Goodhue	346	\$ 1,200.00	\$ 2,166.66	\$ 3,366.66	\$ 10,377.00
Mower	346	-	\$ 2,166.66	\$ 2,166.66	\$ 10,377.00
Olmsted	346	-	\$ 2,166.67	\$ 2,166.67	\$ 10,377.00
Rice	346	\$ 1,200.00	\$ 2,166.67	\$ 3,366.67	\$ 10,377.00
Root River	346	-	\$ 2,166.67	\$ 2,166.67	\$ 10,377.00
Steele	346	\$ 1,200.00	\$ 2,166.67	\$ 3,366.67	\$ 10,377.00
Wabasha	346	\$ 1,200.00	\$ 2,166.67	\$ 3,366.67	\$ 10,377.00
Winona	346	-	\$ 2,166.67	\$ 2,166.67	\$ 10,377.00
Totals	3459	\$ 6,000.00	\$ 19,500.00	\$ 25,500.00	\$ 103,770.00

- Local TA for NMP (Nutrient Management Plans) = \$6,000 divided by 5 counties outside the Root River watershed. Dodge is included in these 5 counties as only a small percentage of it's county includes the Root River watershed. Local TA for NMP was calculated assuming Sara West will do most plans in the Root River watershed.

- Local TA for Cover Crop Implementation = \$19,500 divided by 9 counties as several staff in the Root River watershed have JAA for cover crops. Dean Thomas has JAA in Fillmore; funding from 1W1P for his staff time.

- A list of local personell with JAA and other approval is included in this workplan.

- Total cover crop producer incentive payment budget and estimated acres are figured over three contract year period. The cover crop payment rate is to be \$30/acre/yr over this 3 year period.

Cover Crop JAA and other approval		
County	Staff	Qualifications
Dodge	Mike Muzzy (NRCS)	340 Cover Crop JAA
	Blaine Delzer	Still working on JAA
Fillmore	Dean Thomas (Soil Health Tech)	See below
Goodhue	Chris Fritz	340 Cover Crop - Level B
	Beau Kennedy	340 Cover Crop - Level C (Under Supervision)
Houston	Dave Walter	340 Cover Crop - JAA
	Bob Scanlan	340 Cover Crop - JAA
	Dan Wermager	340 Cover Crop - JAA
	Jean Meiners	340 Cover Crop - JAA
	Eric Ressel (PF)	340 Cover Crop - JAA (soon)
	Machele Bollman	340 Cover Crop - JAA
	Gary Larsen (NRCS)	340 Cover Crop - JAA
Mower		
Olmsted	Angela White	340 Cover Crop - JAA
	Martin Larsen	Working toward 340 Cover Crop - JAA
	Mike Muzzy (NRCS)	340 Cover Crop - JAA
Rice	Steve Pahs	340 Cover Crop - Level B Planning
	Travis Hirman	340 Cover Crop - JAA, Level B Planning and Design, two years' experience
Steele	Eric Gulbransen	Many workshops/presentations on soil health + cover crops, Midwest Cover Crop Tool, On The Job
	Jim Smith	many workshops/presentations on soil health + cover crops, Soil Health + Sustainability for Field Staff, Seed calculator training, OTJ
	Adam Arndt	many workshops/presentations on soil health + cover crops, Seed calculator training, OTJ
Wabasha	Jennifer Wahls	340 Cover Crop JAA (soon) planning and field verification with Dean's approval
Winona	Lance Klessig	
Regional Staff	Dean Thomas (Soil Health Tech)	JAA for Cover crops (340) 5, No-till (329) 3, Nutrient Management 3

WABASHA SWCD LOCAL COST SHARE POLICY

Staff Credentials

The Wabasha Soil & Water Conservation District (District) will ensure staff has the necessary skill and training to install and maintain projects according to standards and specifications. Building credentials and maintaining or seeking certifications to retain knowledgeable staff is a high priority of the District. Budget allocation determined annually according to program work plans.

Technical expertise of the District includes:

- 4 Staff with USDA – Natural Resources Conservation Service Technical Approval Authority under Ecological and/or Engineering Science

When professional engineering is required or specific conservation practices require expertise above current technical capacity, the District will utilize professional engineers or staff from consultants, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, USDA – Natural Resources Conservation Service (NRCS), the Joint Powers Board and The Nature Conservancy.

Delegation

Landowner contracts for the installation of conservation practices and supporting project documents such as cost share vouchers will be signed by the Technical Representative, the District Board Chair (as needed) and the landowner.

Noncompliance

Cost Share contract noncompliance will be reviewed by the District Board in consultation with the District Manager and Technical Staff. Resolution with the landowner will be attempted through corrective actions or alternative avenues. Unresolved issues that the District Board is not able to address will be taken to the County attorney for resolution.

General Policies Applied to all Funding Programs (including nonstructural policies)

- All funding program contracts and requests for payment require the approval of the District and the District Board of Supervisors (Board).
- All funding programs are subject to fund availability and may be discontinued or subject to program policy revisions by the District Board as it deems appropriate.
- The landowner shall allow District staff access to property for which the installed conservation practice is located during the life of the contract. The installed practice will be subject to periodic inspections by District staff.
- Applicants are responsible to submit application forms, project plans and cost estimates as requested by the District in sufficient detail for the District to complete its review.
- Unless specified otherwise by Minnesota prevailing wage statutes, the value of labor, equipment, materials and/or services that are proposed to be provided by the applicant to complete the project, shall be estimated at:

1. General Labor rate ~~of \$15-\$20 per hour~~ will be based on the most current Iowa Farm Custom Rate Survey for labor rates. (Date, times and activity must be documented)
2. Labor rate ~~greater than \$20 per hour and less than \$50 hour, i.e. for~~ chainsaw, brush cutting, etc. will follow the general labor rate from the most recent Iowa Farm Custom Rate Survey. (Date, times and activity must be documented)
3. Labor rate of \$50 per cubic yard for concrete work.
4. Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (including labor) at \$60 per hour. (Date, times and activity must be documented)

5. Materials: \$8 per ton for gravel, \$5 per yard for sand.
 6. Professional or semi-professional services, i.e. engineering, contracting for prescribed burns, labor rate up to \$75 per hour. (Date, times and activity must be documented)
 7. Invasive plant management will be paid a minimum of \$200/acre rate depending on technical evaluation of the site and Board approval.
 8. Vegetative plantings (including site prep and native seed used) will have a minimum payment of \$200/acre depending on technical evaluation of the site and Board approval.
 9. \$30/acre for Cover Crop planting
- Unless otherwise approved by the District Board, a portion of a project becomes ineligible for funding if construction begins on that portion before a cost share contract has been approved.
 - Upon District Board approval, the applicant will receive a letter with a copy of the executed cost share contract stating what practice(s) have been approved, the funding amount, time schedule to start, completion date and an Operation and Maintenance Plan (OMP).
 - Work on the practice shall not start until the District Board has approved a cost share contract at an official meeting. If work begins before the contract has been approved, the practice is not eligible for funding.
 - The project must be must be completed in compliance with the terms and conditions of the Cost Share Program Contract and maintained in compliance with the OMP. (See Contract and O&M Plan)
 - The applicant is responsible to pay, in full, all receipts and invoices directly to the contractor or vendor.
 - The funding amount will not exceed the amount specified on the original cost share contract. The landowner, prior to completion of the project, shall obtain a District Board approved contract amendment to increase funding amounts depending on available funding.
 - At project completion the District Staff or consultant with the proper Technical Approval Authority shall verify if the practice is complete and meets standards and specifications before final payment is issued. The applicant must submit seed tags, invoices or receipts of actual costs in sufficient detail for the District's review. Requests for reimbursement shall include a Voucher and Practice Certification Summary Form.
 - A one-time cost share reimbursement payment will be made upon certification that the project has been installed and completed to specifications. To receive a partial payment the landowner will need to meet with technical representative to assess progress of work, submit all invoices from contractors to-date to the Board for approval.
 - District Technical Standards include, but are not limited to, the most current: MPCA Protecting Water Quality in Rural Areas, NRCS Field Office Technical Guide (eFOTG), Minnesota Department of Agriculture BMP, University of MN BMP and MN Department of Natural Resources standards.
 - Compliance inspection intervals will be based on minimum State requirements, the amount of total project funding received and the complexity of the project. District staff will develop a process for compliance inspection intervals.
 - [Wabasha SWCD State Cost Share Sinkhole Repair policy](#)

Policies Applied to the Nonstructural Land Management Practices and Vegetative Practices

- Include all the above mentioned
- It is the District's goal to support and leverage federal USDA – Environmental Quality Incentive Program (EQIP) funding through the District technical assistance.
- If USDA – Conservation Reserve Program (CRP) dollars are secured for a project, the landowner must sign a Freedom of Information Act release form that allows the District access to applicable information with the landowners CRP project case file.
- The landowner is responsible for the O&M of practices applied under this program to ensure the conservation objective of the practice is achieved for the minimum amount of time specified in the contract.
- If the title to the land where the practice is installed is transferred to another party before the expiration of the life of cost share contract, it shall be the responsibility of the land occupier or landowner who signed the contract to advise the new owner that the contract is in force.
- The practice shall be seeded according to project design requirements. Mulching, erosion control blanket or other erosion control devices may also be required. These items shall be completed or agreed to before certification and approval of the practice. A soils test may be required depending on practice or seed mix.
- A list of some (not all) practices and programs utilizing funds. Practices shall meet NRCS eFOTG standards unless otherwise noted by technical staff.
 1. NRCS eFOTG practices included but not limited to: 314 – Brush Management, 315 – Herbaceous Weed Control, 327 – MN Conservation Cover, 338 – Prescribed burning, 528 – Biological Brush Management and Biological Herbaceous Weed Control, 342 – Critical Area Planting, 666 – Forest Stand Improvement
 2. Vegetative reestablishment between field and forest edge. NRCS eFOTG practices included but not limited to: 386 – Field Border, 327 – Conservation Cover, 338 – Prescribed Burning, 612 – Tree/Shrub Establishment and 490 - Tree/Shrub Site Preparation
 3. Buffer Law – assistance with vegetative establishment if CRP is not an option. NRCS FOTG practices included but not limited to: 391- Riparian Forest Buffer, 327 – Conservation Cover, 393 – Filter Strip, 386 – Field Border
 4. Contour Strips - NRCS eFOTG practices included but not limited to: 332 – Contour buffer strip
 5. Cover crops - NRCS eFOTG practices included but not limited to: 340 – cover crop