

Please call office at 651-560-2053 or email [susan.cerwinske.wabashaswcd@gmail.com](mailto:susan.cerwinske.wabashaswcd@gmail.com) if you have any questions on attending physically or by phone.

We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#  
If you plan on attending in person and are not fully vaccinated, wearing a mask and social distancing will be required.

**Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
August 26, 2021  
8:15 a.m.  
County Board Room  
625 Jefferson Ave.**

- I. **CALL MEETING TO ORDER –**
- II. **PLEDGE ALLEGIANCE**
- III. **AGENDA**
- IV. **PUBLIC COMMENTS**  
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
  - A. Roger Walkes AgBMP loan application in the amount of \$15,000.00 for precision planting equipment to enhance planting for no-till setup to reduce runoff
- VI. **SECRETARY’S REPORT**
  - A. July 22, 2021 Meeting Minutes-**Board Action**
  - B. August 9, 2021 Special Meeting Minutes – **Board Action**
- VII. **TREASURER’S REPORT:**
  - A. District Financial Statements-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
  - A. Monthly Bills in the amount of \$28,824.22 -**Board Action**
- IX. **DISTRICT REPORTS**
  - A. Chair Report – Terry Helbig
  - B. County Commissioner – Bob Walkes
  - C. District Manager Report – Terri Peters
  - D. NRCS Report – John Benjamin – Report in packet
  - E. District Technician Report- Matt Kempinger – Report in packet
  - F. Ecological Technician Report – Henry Stelten – Report in packet
  - G. Bookkeeper/Administrative Assistant -Sue Cerwinske

**X. OLD BUSINESS**

- A. Conservation Project – Lynn Zabel
- B. Amendment # 2 to Sub-agreement between The SE SWCD Technical Support Joint Powers Board and the Wabasha SWCD. MN BWSR funding within the RCPP: Lower Mississippi River Feedlot Management in Minnesota. Changing sub-agreement amount to \$109,973.16 (Polson) and \$2,424.51 for Technical Assistance is valid for the remainder of the P17-4048 and P20-1006 grant agreement ending December 31, 2022 – **Board Action/Signature**
- C. Lars Polson amendment #2 to Contract# LMFR-17RCPP-5WAB. Changing amount to \$109,973.16 and changing install date to December 31, 2022. Funding from Lower Mississippi River Feedlot Management in MN -RCPP– **Board Action/Signature**
- D. Environmental Troubleshooters Inc. Pay Voucher #6 in the amount of \$7,487.80 for partial payment of the 5% retainage – **Board Action/Signature**

**XI. NEW BUSINESS**

- A. Approve Tony Burke Contract# 18-Capacity-8 in the amount of \$6,446.00 for NRCS practice 410 Grade Stabilization Structure – **Board Action**  
Funding sources for contract# 18-Capacity-8:  
2018 Capacity \$3,554.67  
2020 Capacity \$26.68  
2020 State Cost Share \$2,864.65
- B. Approve FY 2022 & FY 2023 State of MN Board of Water and Soil Resources SWCD Programs & Operations Grant Agreement, Total Grant \$70,040.00 – **Board Action**  
P22-5561 - 2022 Conservation Delivery (Wabasha SWCD) \$19,619.00  
P23-5651 - 2023 Conservation Delivery (Wabasha SWCD) \$19,619.00  
P22-5741 - 2022 State Cost Share Fund (Wabasha SWCD) \$15,401.00  
P23-5831 - 2023 State Cost Share Fund (Wabasha SWCD) \$15,401.00
- C. Upcoming Events:
  - i.

**XII. Board Reports**

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

**XIII. Adjourn – Board Action**



DEPARTMENT OF  
AGRICULTURE

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

[www.mda.state.mn.us/agbmploans](http://www.mda.state.mn.us/agbmploans)

Agricultural Best Management Practices Loan Program 651-201-6618 Fax: 651-201-6109 email: [AgBMP.Loans@state.mn.us](mailto:AgBMP.Loans@state.mn.us)

## AgBMP LOAN APPLICATION

(Required for all applications)

Borrower Information:

(One)  
First Name: Roger

(One)  
Last Name: Walkes

County: Wabasha

(optional)  
Company:

Street Address: 25089 Co Road 25

City: Plainview

State: MN

Zip: 55964

Telephone: (507) 272-8401

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

If using PLS, write in T/R/S and mark where the project or practice in on the Section Map.  
Or fill in a Latitude and Longitude of a point on the property near the project or practice.  
(Please get us within a few acres of where the project or practice resides if you can.)

Brief description of what will be purchased or constructed and how it helps water quality:

precision planting equipment to enhance planting for no till setup to  
reduce runoff which makes cleaner water.

Well  
Eligibility

Does this project implement Drinking Water Standards? ☐  
Does this project eliminate Groundwater Pollution? ☐

☐ Is this application for a city, town, or other municipality?

☐ Is this application for a facility with an Industrial Waste Permit?

PLS

Township #: 108

Range: 11

Section: 29

OR

Latitude: Longitude:

OR

Pin or Parcel #:

## LOCAL GOVERNMENT APPROVAL

(If Pin or Parcel # is used no punctuation marks, county code, or spaces allowed.)

Approved Loan Amount	\$ 15,000.00
Estimated Total Project Cost (all sources)	\$ 35,000.00
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning: Ending:
Primary Livestock	<input type="checkbox"/> Dairy <input checked="" type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other: Dairy steers
Primary Crops: Corn <input type="checkbox"/> Soybeans <input type="checkbox"/>	Conservation Tillage Acres AFTER Project: 350 Total Acres Farmed: 350
Approval Expiration and Other Restrictions	

Project Approved by: TERRI PETERS (Affiliate) Digitally signed by TERRI PETERS (Affiliate)  
Date: 2021.07.29 15:29:29 -05'00'

Project Completion Certified by (OPTIONAL): Date:

(LGU's please email this fillable PDF form to the borrowers chosen lender.)

(Most lender contact e-mails address can be found on the AgBMP mapping tool; click LENDER CONTACTS LIST to find your lender email)

## LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$	Check if Local Revolving Funds are used: <input type="checkbox"/> Funds will not be disbursed if checked.
(Optional) Additional Request #	\$	Initials: Date:
Number of payments per year:	12	
Total Number of Payments:	60	
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date
Lender Organization Name	Foresight Bank	
Lender Address	Plainview MN 55964	
Lender Signature:	Date:	

Attach copies of the invoices provided by the borrower that support the request for disbursement.  
Please Email fillable PDF and Attachments to: [AgBMP.Loans@state.mn.us](mailto:AgBMP.Loans@state.mn.us)

07/03/2018

Please call office at 651-560-2053 or email [susan.cerwinske.wabashaswcd@gmail.com](mailto:susan.cerwinske.wabashaswcd@gmail.com) if you have any questions on attending physically or by phone.

We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#  
If you plan on attending in person and are not fully vaccinated, wearing a mask and social distancing will be required.

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

- I. CALL MEETING TO ORDER** – Meeting called to order by Lynn Zabel, Co-Chair at 8:15 am  
*Supervisors present: Lynn Zabel, Co-chair, Larry Theismann, Secretary, Chet Ross, member*  
*Staff present: Terri Peters, District Manager*  
*Others present: Bob Walkes, County Commissioner*  
*Attending by phone: Sheila Harmers, Winona County Water Planner, John Benjamin, NRCS, (left meeting 8:40 am), Brian DeVetter, NRCS and Sue Cerwinske, Bookkeeper/Admin. Assist.*
- II. PLEDGE ALLEGIANCE**
- III. AGENDA**  
One addition to the agenda under new business – Approve Pete Weis voucher payment for contract 21-CS-1 in the amount of \$3,423.53 for grassed waterway  
***Motioned by Theismann and seconded by Ross to approve the Agenda with addition***  
***Affirmative: Zabel, Theismann, Ross***  
***Opposed: None***  
***Motion Carried***
- IV. PUBLIC COMMENTS**  
Comments limited to 5 minutes per speaker
- V. CONSENT AGENDA -Board Action**  
A. Fee-for-Service-Work Order between Wabasha SWCD ad Conservation Corps of Minnesota and Iowa Project Number# 501-12979 Effective date 7-01-2021 and Expiration date 12-31-2021  
B. Lars Polson AgBMP Loan application for \$10,000.00 for IMR portable mixer  
***Motioned by Theismann and seconded by Ross to approve the Consent Agenda***  
***Affirmative: Zabel, Theismann, Ross***  
***Opposed: None***  
***Motion Carried***
- VI. SECRETARY’S REPORT**  
A. June 24, 2021 Meeting Minutes-Board Action  
***Motioned by Theismann and seconded by Ross to approve the Secretary’s Report***  
***Affirmative: Zabel, Theismann, Ross***  
***Opposed: None***  
***Motion Carried***

**VII. TREASURER'S REPORT:**

*Terri went over program funding sheet informing board on what funds were left to use. Some state cost share. Olmsted grant for \$8,600.00 available for water treatment. 319 funds \$42,429.77 left, administered by Goodhue Cty. \$2,077.03 left for small feedlot fixes. Moved funds around \$2,500.00 available for CWMA*

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

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

***Affirmative: Zabel, Theismann, Ross***

***Opposed: None***

***Motion Carried***

**VIII. PAYMENT OF MONTHLY BILLS**

**A. Monthly Bills in the amount of \$86,270.87 -Board Action**

***Motioned by Theismann and seconded by Ross to approve payment of the monthly bills in the amount of \$86,270.87***

***Affirmative: Zabel, Theismann, Ross***

***Opposed: None***

***Motion Carried***

**IX. DISTRICT REPORTS**

**A. Chair Report – Terry Helbig – *Not present***

**B. County Commissioner – **Bob Walkes****

*Thanked Terri for the invitation to the Local Work Group next week*

*Attended new Commissioner's training in the cities*

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

*Submitted MRBI application for EQIP funds. Worked with NRCS on projects in the W. Indian to get shovel ready if funding is approved.*

*State Manager's meeting in Brainerd 6-29 to 6-30-2021*

*Talked about staffing, recruiting, workloads. MCIT talked about managing risks and changes to open meeting law.*

*Zumbro 1W1P Last meeting for final approval stage. 8-12 public meeting at*

*Olmsted County Campus building meeting room*

*WinLac 1W1P planning group going forward. Houston finalized.*

*Booth at the Wabasha Cty Fair – Survey on WinLac watershed.*

*Few people interested in projects. Staff working on those.*

*Lake City Arts – Presentation on 1W1P*

*Walk with NRCS, Brian DeVetter, Bill and Nicole (state engineer)*

*the W. Indian Trout Unlimited project.*

*Worked on Local Work Group meeting with John Benjamin, NRCS*

**D. NRCS Report – John Benjamin – Report in packet – *presented at meeting***

**E. District Technician Report- Matt Kempinger – Report in packet**

**F. Ecological Technician Report – Henry Stelten – Report in packet**

*Drone testing in Rochester, 7-16-21*

**G. Bookkeeper/Administrative Assistant -Sue Cerwinske – *Report given at meeting***

**X. OLD BUSINESS**

- A. Conservation Project – Lynn Zabel  
***Waiting for MAWQCP sign up.***
- B. Change Order #2 for WSB Project No. 014051-000, North Fork Zumbro River at Mazeppa Channel Restoration. Scope Expansion Lange Property \$57,145.01 Substantial completion date 12-31-21 and new Final completion date 6-30-22  
- **Board Action** (Signature)  
***Motioned by Theismann and seconded by Ross to approve and signature for the Change Order #2 for WSB Project No. 014041-000, North Fork Zumbro River at Mazeppa Channel Restoration. Scope Expansion Lange Property \$57,145.01. Substantial completion date 12-31-21 and new Final completion date 6-30-22***  
***Affirmative: Zabel, Theismann, Ross***  
***Opposed: None***  
***Motion Carried***
- C. Environmental Troubleshooters Inc. Pay Voucher #5 for \$7,601.37 for work done up through 6-23-21 – **Board Action** (Signature)  
***Motioned by Ross and seconded by Theismann to approve signature of Environmental Troubleshooters Inc. pay voucher \$5 for \$7,601.37 for work done up through 6-23-21***  
***Affirmative: Zabel, Theismann, Ross***  
***Opposed: None***  
***Motion Carried***
- D. Whitewater 319 Nonpoint Source Reduction Grant Sub-Agreement between Whitewater Joint Powers Board and Wabasha County Soil and Water Conservation District – **Board Signature**  
***This sub-agreement was approved at last meeting. It just needs a board member signature.***
- E. Local Work Group Meeting 7-27-2021 – **Board Discussion**  
***Terri said SWCD setup meeting for NRCS with partners to get input on resource concern priorities. Worked with John Benjamin on the scoring sheet for priorities. NRCS will lead the conversations through the scoring sheet. Terri will go over work SWCD has done over the last year of two. NRCS scoring sheet will rank priorities and get consensus from the group. When completed it will go up chain to rank EQIP projects for local priorities. Brian noted that it will be sent up to area office and then up to state technical committee for consideration.***  
***VFW meeting room on 7-27-21, 9:00 registration***  
***W. Indian committee meeting will follow. Go over resource concerns. Set up different committees. Grant for \$324,000.00 over 4 years. Requires 40% match. Hoping to get match from some of our partners.***

**F. Outstanding Conservationist – Board Discussion**

*Chuck Schmitt for 2020 didn't get recognition. Will need to do interview with him.*

*Terri recommended White Barn Acres, LLC for 2021 Outstanding Conservationist. We have worked closely with them the last few years. Matt & Seth Tentis have implemented rotational grazing, invasive species management, cover crops and doing a stream crossing project now.*

*Motioned by Theismann and seconded by Ross to approve White Barn Acres, LLC as 2021 Outstanding Conservationist.*

*Affirmative: Zabel, Theismann, Ross*

*Opposed: None*

*Motion Carried*

**G. Outstanding Forest Steward. Carryover Ed Bauman from last year – Board Discussion**

*Woodland Manager usually gets named by DNR. They did not meet with many people in 2020. We will stay with Ed and get together with him for an interview.*

*Motioned by Theismann and seconded by Ross to carryover Ed Bauman for Outstanding Forest Steward for 2021.*

*Affirmative: Zabel, Theismann, Ross*

*Opposed: None*

*Motion Carried*

Nominations due by September, 17. MASWCD Annual Convention Dec 12-14<sup>th</sup>

**H. WinLac 1W1P – Survey Information**

*Terri had the WinLac Survey at the Wabasha County Fair. Had a number of them filled out and Lynn had additional surveys in the afternoon. There will be a random mailing going out. Sheila commented that they had the survey out at the Winona County Fair. Information will feed into the citizen input for watershed plan. May put on survey monkey to get responses online.*

**I. Safe Drinking Water Grant Information**

*Share information if you know anyone the has higher nitrates. The grant is for under sink treatment systems. Question was asked on how much a system would cost. Terri thought maybe around \$2,500.00. Need to have certified test from the last two years. Needs to be installed by licensed plumber. Water testing kits from Olmsted County, they have a lab on site.*

**XI. NEW BUSINESS**

**A. Approve Bob Sloan Contract# 20-WWDWP-1 for practice 340 Cover Crops in the amount of \$2,700.00 – Board Action**

*Motioned by Theismann and seconded by Ross to approve Bob Sloan Contract# 20-WWDWP-1 for practice 340 cover crops in the amount of \$2,700.00*

*Affirmative: Zabel, Theismann, Ross*

*Opposed: None*

*Motion Carried*

- B. Resolution 08012021-1 to increase per diem rate to \$125.00 per day from \$75.00 per MASWCD successful legislative efforts to update per diem amount effective 8-01-2021 - **Board Discussion (Board Action)**  
*Motioned by Theismann and seconded by Ross to approve Resolution 08012021-1 to increase per diem rate to \$125.00 per day from \$75.00 per MASWCD successful legislative efforts to update per diem amount effective 8-01-2021 (MN Statutes Section 103C.315 Subd. 4)*  
**Affirmative: Theismann, Ross**  
**Opposed: Zabel**  
**Motion Carried**
- C. Approve Lars Polson Contract # 19-319FL-3 in the amount of \$15,000.00 for Clean Water Diversion – **Board Action**  
*Motioned by Theismann and seconded by Ross to approve Lars Polson Contract# 19-319FL-3 in the amount of \$15,000.00 for Clean Water Diversion*  
**Affirmative: Zabel, Theismann, Ross**  
**Opposed: None**  
**Motion Carried**
- D. Approve voucher payment for Tom Leisen contract# 19-Capacity-1 for practice 340 cover crops, final payment of \$900.00 – **Board Action**  
*Motioned by Theismann and seconded by Ross to approve voucher payment for Tom Leisen contract # 19-Capacity-1 for practice 340 cover crop, final payment of \$900.00*  
**Affirmative: Zabel, Theismann, Ross**  
**Opposed: None**  
**Motion Carried**
- E. Seminar on “Managing the Human Resource” put on by MCIT Oct 13-14, 2021 at the Holiday Inn, St Cloud – **Board Discussion**  
*Terri usually goes to keep up on what is going on. She recommended two people go, one staff employee and 1 from personnel committee. Looking for MCIT to gear one specifically for SWCD’s this year.*  
*Motioned by Theismann and seconded by Ross to approve 2 people to go to “Managing the Human Resource” seminar specifically for SWCD’s given by MCIT. If no specific seminar is offered for SWCD’s than approve for 2 people to go to the original seminar from MCTI on Oct 13-14, 2021.*  
**Affirmative: Zabel, Theismann, Ross**  
**Opposed: None**  
**Motion Carried**
- F. Approve George Meyer voucher payment for contract# 21-Capacity-2 for practice 410 Grade Stabilization in the amount of \$9,061.64 – **Board Action**  
*Motioned by Theismann and seconded by Ross to approve George Meyer voucher payment for contract# 21-Capacity-2 for practice 410 Grade Stabilization in the amount of \$9,061.64*  
**Affirmative: Zabel, Theismann, Ross**  
**Opposed: None**  
**Motion Carried**



**F1.** Approve Pete Weiss voucher payment for contract 21-CS-1 in the amount of \$3,423.53 for grassed waterway – **Board Action**

***Motioned by Theismann and seconded by Ross to approve Pete Weiss voucher payment for contract# 21-CS-1 in the amount of \$3,423.53 for grassed waterway***

***Affirmative: Zabel, Theismann, Ross***

***Opposed: None***

***Motion Carried***

**G.** Upcoming Events:

- i. Local Work Group – July 27<sup>th</sup> 9:00 am to 11:00 am at Wabasha VFW
- ii. W. Indian Committee Meeting – July 27<sup>th</sup> 11:00 am to 1:00 pm at Wabasha VFW
- iii. Zumbro 1W1P public hearing August 12, 5:30 pm at 2120 Campus building at Olmsted County.

**XII. Board Reports**

- A. Whitewater JPB - ***Online meeting to approve 319 Whitewater***
- B. Zumbro 1W1P - ***No report***
- C. WinLac 1W1P - ***Terri said had to wait for contract to be signed between Houston and Houston***
- D. SE SWCD Technical Support JPB – ***Larry went to financial committee meeting. Regular meeting is next Thursday (8-29). Financials look better than expected. Will have report next month on the meeting.***
- E. County Board Meeting – ***Larry Terri gave report at meeting. Larry said no concerns, keeping them informed.***
- F. Hiawatha Valley RC&D – ***No report***

**XIII. Adjourn – Board Action**

***Motioned by Ross and seconded by Theismann to adjourn the meeting at 9:25 am***

***Affirmative: Zabel, Theismann, Ross***

***Opposed: None***

***Motion Carried***

Respectively Submitted by:

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Larry Theismann, Secretary

Due to the current CDC guidelines on social distancing, we are limiting the number in attendance to 5 people at the board meeting. We will also have limited call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#

Phone or physical attendance will be allowed on a first come first serve basis following Wabasha SWCD board members receiving priority for phone or physical attendance.

Anyone who is in the at-risk category should consider not attending. If you would like to attend either by call-in or physically, you must notify Sue Cerwinske to hold your place in advance. [susan.cerwinske.wabashaswcd@gmail.com](mailto:susan.cerwinske.wabashaswcd@gmail.com) or 651-560-2053

**Wabasha Soil and Water Conservation  
District  
Special Board Meeting  
August 9, 2021  
2:00 pm  
Break Room - Wabasha SWCD  
611 Broadway Ave. Suite 10**

**I. CALL MEETING TO ORDER**

*Meeting called to order by Lynn Zabel, Co-chair at 2:00 pm*

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

*Terri Peters, District Manager*

**II. Special Meeting – Board Action**

- A. Approve purchase of I & J Roller Crimper, 2019 15'5" 3-point hitch.  
Cost on the high side would be \$6,700.00. We can cover 25% of total cost with the Buffer funds of \$1,675.00. The Whitewater NPS grant funds will cover \$5,000. Leaving \$25.00 to be covered by district funds or 2020 Capacity funds

**- Discussion/Board Action**

*After discussion, changed amounts of funding for I&J Roller Crimper*

*Klennert motioned and Theismann seconded to approve purchase of I & J Roller Crimper, 2019 15' 5" 3-point hitch. Cost on the high would be \$6,900.00. We can cover 25% of total cost with the Buffer funds of \$1,700.00. The Whitewater NPS grant funds will cover \$5,000.00, leaving \$200.00 to be covered by district funds or 2020 Capacity funds*

*Affirmative: Zabel, Theismann, Klennert*

*Opposed: None*

*Motion Carried*

**III. Adjourn – Board Action**

***Motioned by Klennert and seconded by Theismann to adjourn meeting at 2:15 pm***

***Affirmative: Zabel, Theismann, Klennert***

***Opposed: None***

***Motion Carried***

**Respectively Submitted by:**

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**Larry Theismann, Secretary**

Wabasha Soil and Water Conservation District  
**Cash Balances**  
As of July 31, 2021

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	Jul 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Money Market- Bank of Alma	103,864.93
Money Market WNB Financial	7,395.00
Peoples State Bank Money Market	356,792.66
Petty Cash	125.62
WNB Financial	22,701.65
<b>Total Checking/Savings</b>	490,879.86
<b>Total Current Assets</b>	490,879.86
<b>TOTAL ASSETS</b>	<b>490,879.86</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of July 31, 2021

	Jul 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Money Market- Bank of Alma	103,864.93
Money Market WNB Financial	7,395.00
Peoples State Bank Money Market	356,792.66
Petty Cash	125.62
WNB Financial	22,701.65
Total Checking/Savings	490,879.86
Accounts Receivable	
11000 · Accounts Receivable	6,230.04
Total Accounts Receivable	6,230.04
Total Current Assets	497,109.90
<b>Fixed Assets</b>	
15000 · Furniture and Equipment	
Computer	4,369.00
Laptops for Distrcit Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	104,323.00
Total 15000 · Furniture and Equipment	113,389.91
17000 · Accumulated Depreciation	-102,935.42
Total Fixed Assets	10,454.49
<b>Other Assets</b>	
Prepaid Items	
Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
<b>TOTAL ASSETS</b>	<b>508,484.82</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
20000 · Accounts Payable	-58.03
Total Accounts Payable	-58.03
<b>Other Current Liabilities</b>	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue	
AIS	76,315.06
FY18 Capacity	18,175.00
FY19 Capacity	14,165.39
FY19 Well Seal Grant	14,576.30
FY20 Buffer Initiative	14,731.36
FY20 Capacity	9,555.51
FY20 CWMA	9,313.92
FY20 State Cost share	5,517.29
FY21 Buffer Initiative	17,200.00
FY21 Capacity	111,348.00
FY21 Conservation Delivery	19,619.00
FY21 LWM	14,177.00
FY21 State Cost Share	15,401.00
FY21 WCA	12,118.00
Total Deferred Revenue	352,212.83
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	573.86
Total Other Current Liabilities	355,561.54

Wabasha Soil and Water Conservation District  
**Balance Sheet**  
As of July 31, 2021

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	Jul 31, 21
Total Current Liabilities	355,503.51
Total Liabilities	355,503.51
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	10,454.49
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	129,950.95
Net Income	-67,920.42
Total Equity	152,981.31
TOTAL LIABILITIES & EQUITY	<u>508,484.82</u>

# Wabasha Soil and Water Conservation District

## Profit & Loss

### July 2021

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	Jul 21
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Intergovernmental Revenues</b>	
<b>Partners Grants</b>	
FY20 NACD TA Grant	32,000.00
<b>Total Partners Grants</b>	32,000.00
<b>State</b>	
FY20 Gorman Creek Restoration	11,637.87
FY20 MPCA SWAG MWL	0.00
MAWQCP	18,075.23
North Fork Zumbro-Mazeppa	15,533.36
<b>Total State</b>	45,246.46
<b>Total Intergovernmental Revenues</b>	77,246.46
<b>Total Income</b>	77,246.46
<b>Gross Profit</b>	77,246.46
<b>Expense</b>	
<b>District Operations</b>	
<b>Other Services and Charges</b>	
Building Rent	920.43
Conferences and Conventions	180.92
Education and Information	16.59
Employee Education and Training	232.70
Fees and Dues	59.89
Internet Expense	70.95
Supervisor's Expenses	0.00
Supervisor's Mileage	376.60
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	109.04
Hyundia Tucson Vehicle Expense	1,206.92
<b>Total Vehicle Expenses</b>	1,315.96
<b>Total Other Services and Charges</b>	3,174.04
<b>Personnel Services</b>	
Employee Salary Permanent	17,851.60
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	5,988.93
Employer Life and Health - Other	22.00
<b>Total Employer Life and Health</b>	6,010.93
Employer Share FICA	1,185.48
Employer Share Medicare	277.26
Employer Share PERA	1,280.52
<b>Total Personnel Services</b>	26,605.79
<b>Supplies</b>	
Office Supplies	280.00
<b>Total Supplies</b>	280.00
<b>Total District Operations</b>	30,059.83
<b>Project Expenditures</b>	
<b>District</b>	
Tree Expense	383.00
<b>Total District</b>	383.00
<b>Partners Grants</b>	
FY20 NACD TA Grant	32,250.97
<b>Total Partners Grants</b>	32,250.97
<b>State</b>	

## Wabasha Soil and Water Conservation District

## Profit &amp; Loss

July 2021

---

	Jul 21
FY19 Capacity	900.00
FY20 Gorman Creek Restoration	9,074.42
FY20 MPCA SWAG MWL	10.64
FY21 319 NPS Grant (Whitewater)	4,663.81
FY21 Capacity	12,485.17
LWM NRBG	71.68
MAWQCP Administration	14,064.97
North Fork Zumbro-Mazeppa	8,350.37
Total State	49,621.06
Total Project Expenditures	82,255.03
Total Expense	112,314.86
Net Ordinary Income	-35,068.40
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	142.33
Total Interest Income	142.33
Total Other Income	142.33
Net Other Income	142.33
Net Income	<u>-34,926.07</u>



2:48 PM

08/25/21

Cash Basis

# Wabasha Soil and Water Conservation District

## Monthly Bills Listing

### August 26, 2021

Type	Date	Num	Name	Memo	Account	Split	Paid Amount
<b>Aug 26, 21</b>							
Liability Check	08/26/2021	11434	Auditor/Treasurer of Wabasha County		WNB Financial	-SPLIT-	-442.09
Liability Check	08/26/2021	EFT	MN PEIP	Group Number 03732 For 9-01-2021 to 9-30-2021	WNB Financial	-SPLIT-	-5,110.00
Liability Check	08/26/2021	EFT	VSP Vision Care	For 9-01-2021 to 9-30-2021	WNB Financial	24000 · Payroll Liabilities	-64.04
Bill Pmt -Check	08/26/2021	11435	Environmental Troubleshooters, Inc	Partial Retainage Pymt for WSB project# 014051-000	WNB Financial	20000 · Accounts Payable	-7,487.80
Bill Pmt -Check	08/26/2021	11436	HBC	Internet Service 8-02 - 9-01-2021	WNB Financial	20000 · Accounts Payable	-70.95
Bill Pmt -Check	08/26/2021	11437	Matthew Kempinger-c	3 bags ice for SWAG samples	WNB Financial	20000 · Accounts Payable	-7.47
Bill Pmt -Check	08/26/2021	11438	Mittel Schule, Inc.	September 2021 Rent	WNB Financial	20000 · Accounts Payable	-920.43
Bill Pmt -Check	08/26/2021	11439	Office Depot	Envelopes for mailing A/P cks -#8 dbl window	WNB Financial	20000 · Accounts Payable	-37.53
Bill Pmt -Check	08/26/2021	11440	Olmsted County Public Works	Mark Root Salary & Expnses July, 2021	WNB Financial	20000 · Accounts Payable	-11,693.75
Bill Pmt -Check	08/26/2021	11441	SE MASWCD	2021 Annual Dues	WNB Financial	20000 · Accounts Payable	-500.00
Bill Pmt -Check	08/26/2021	11442	Wabasha County Highway Department	July Gas - Hyundai 12.91 gal & Silverado 42.05 gal	WNB Financial	20000 · Accounts Payable	-146.16
Bill Pmt -Check	08/26/2021	11443	WSB	July 1 - July 30.2021 Professional Serv -N.Fork Zumbro	WNB Financial	20000 · Accounts Payable	-2,344.00
<b>Aug 26, 21</b>							<b>-28,824.22</b>

NRCS Field Office Report

8/26/21

John Benjamin

**Current office standing**

- Bill and I are working out of the office every day.
- All non-duty stationed employees have decided not to resume working from the office on occasion until COVID restrictions are eased. This is Brian DeVetter, Dean Thomas, etc.
- FPAC policy is, following CDC guidelines. If vaccinated no need to wear a mask or social distance. Office staffing is still 50% capacity and maximum telework is encouraged.

**CSP (Conservation Stewardship Program)**

- FY21 CSP classic assessment and ranking deadline, May 28, 2021
- 14 Classic signup Applications, 2 with a high priority
- 1 Classic signup Application preapproved, has been canceled
- FY22 renewal application deadline, March 30<sup>th</sup>, 2021
- 7 Renewal applications, All prioritized high
- No guidance on how to move forward with the renewal applications currently
- 14 Active contracts

**EQIP (Environmental Quality Incentive Program)**

- Obligation deadline for FY21-1 preapproved applications was July 23<sup>rd</sup>
- 1 late preapproved application near obligation
- 27 EQIP applications in pending status
- 16 Active EQIP contracts

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

- 7 RCPP-EQIP active contracts
- No applications submitted currently

**RCPP (Regional Conservation Partnership Program)**

Land Management fund through MAWQCP sign up announced

- Application deadline was June 4<sup>th</sup>
- 3 applications submitted and ranked.
- No preapproved applications currently

**CRP (Conservation Reserve Program)**

- FY21 General sign up started January 4<sup>th</sup>
- FY21 General signup deadline July 23<sup>rd</sup>
- Continuous signup deadline August 6<sup>th</sup>
- Plan writing deadline Sept. 20
- 34 final offers

# Monthly Report – August

Matt Kempinger

## Training

- Native Pollinator Prairie Conservation

## Projects

- 2 new well sealing projects
- Planned cost share contracts for two grade stabilization projects
- Investigated 1 future grade stabilization site
- Preliminary survey, design and estimate work for 1 waterway projects
- Worked on gathering documentation for reimbursement of 2 contracted projects
- Participated in soil investigation for one grade stabilization project
- Followed up with various landowners that have ongoing projects
- Stream restoration, drafting
- Stream restoration permitting
- 1 pre-construction meeting
- Construction survey monitoring and assistance for 1 stream crossing
- Construction survey monitoring and assistance for 1 feedlot project
- Initial site investigation form 1 feedlot project
- Provided guidance to avoid WCA violations
- Worked on creating a guide for Drone Survey workflow
- West Indian Creek targeted outreach planning

## Others

- Informed 1 landowner about the MAWQCP program
- Answered general resource questions from public and assisted where possible
- Aided and advised citizens regarding WCA concerns
- Provided technical assistance for wetland considerations
- Started georeference database for historic aerial imagery for wetland review.
- Completed 3 drone survey flights and processed data to begin creating workflow

## Work Summary August, 2021

### Henry Stelten

- RIM inspections and paperwork
- Knotweed Grant coordination and planning
- CSP site evaluations
- Drone flights & imagery for various projects
- Site visits with landowners for on-going or potential projects
- CRP offer site mapping
- CRP planting/pollinator planting site establishment and management training

### Sue Cerwinske

Local Work Group – Agenda, Arranged Donuts & Coffee and Subway order.  
Read and updated John Benjamin's minutes before sending on.

Copied signed board minutes to file with landowner's approved contracts.

Agenda for Special meeting on 8-06-2021. Minutes.

Watched BWSR training modules: Soil Erosion and Water Quality & Climate Change.  
MCIT online safety meeting – Defensive Driving.

Worked on rental agreement for Roller-Crimper.

Normal monthly functions: Payroll, Receipts and Check run, Bank Reconciliations,  
Deposits & Checks Report and Invoicing. Board agenda and minutes.

Gathered and sent information to Smith Schafer for pre-audit.  
8-23 Audit – Gave them requested information throughout the day.

**Amendment #2 to Sub-Agreement between**

**The Southeast SWCD Technical Support Joint Powers Board**

**And**

**The Wabasha Soil and Water Conservation District**

**Minnesota Board of Water and Soil Resources Funding within the Regional Conservation Partners Program:  
Lower Mississippi River Feedlot Management in Minnesota**

**WHEREAS** The Regional Conservation Partners Program (RCPP): Lower Mississippi River Feedlot Management in Minnesota is a special allocation of Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP) funding matched by State funding through the Minnesota Board of Water and Soil Resources (BWSR) to provide financial assistance for feedlot related projects in the eleven Soil and Water Conservation Districts (SWCD) in the Southeast SWCD Technical Support JPB (TSA).

**WHEREAS** the project will help fill a funding gap need for livestock waste management, help meet local and State water quality objectives and promote strong local partnerships in southeastern Minnesota.

**THEREFORE** the Southeast SWCD Technical Support Joint Powers Board and the Wabasha SWCD enter into this sub-agreement as follows, intending to be legally bound hereby:

1. The Southeast SWCD Technical Support Joint Powers Board (TSA) is the P17-4048 and P20-1006 Regional Conservation Partnership Program Grant Administrator and is tasked to report to BWSR as required by the grant agreement. To align with BWSR reporting deadlines: all relevant report information shall be provided to the TSA by January 20<sup>th</sup> and August 20<sup>th</sup> of each year of the grant duration.
2. The Wabasha SWCD will enter into cost share contracts to provide funding assistance and/or technical assistance to eligible producers as outlined in the Lower Mississippi River Feedlot Management in Minnesota 2019 Cost Share Policy.
3. This sub-agreement for the amount of ~~\$97,631.35~~ **\$109,973.16 (Polson)** and ~~\$2,325.49~~ **\$2,424.51** for Technical Assistance is valid for the duration **remainder** of the P17-4048 and P20-1006 grant agreement ending December 31 2022.
4. Amendments: Upon mutually approved resolution of both Boards, this Contribution Agreement can be modified and/or amended.
5. Upon an approved resolution by either the TSA or Wabasha SWCD and a 30 day notice, this Contribution Agreement may be terminated. All eligible expenses will be reimbursed.

This agreement is effective upon the execution by all parties. Approved and accepted for:

\_\_\_\_\_  
Current Board Chair  
Wabasha SWCD

\_\_\_\_\_  
Date

*\*Paul Ueber* 7/29/21  
\_\_\_\_\_  
Current Board Chair  
SE SWCD Technical Support Joint Powers Board

## Contract Amendment Form

<b>Organization:</b>  <b>Wabasha Soil and Water Conservation District</b>	<b>Contract Number:</b>  <b>LMFR-17RCPP-5WAB</b>	<b>Amendment Number:</b>  <b>2</b>	<b>Amendment Type</b> Date <input checked="" type="checkbox"/> Amount <input checked="" type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>
<b>Board Meeting Date:</b>  <b>8-26-2021</b>			

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: 12/31/2022 Original Contract Install Date: 5/15/2021

Amended Contract Install Date (If applicable): 12/31/2022

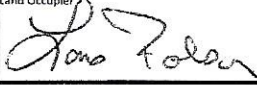
Original Total Amount Authorized: \$95,318.85 Amended Total Amount Authorized: \$109,973.16

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

Cost share increased to represent changes in the RCPP sub agreement. Cost share increased from \$95,318.85 to \$109,973.16. The install date as amended in amendment 1 is 12/31/2022

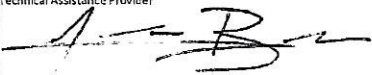
The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

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

<b>Date</b>  <b>8/2/2021</b>	<b>Land Occupier</b> 
<b>Date</b>	<b>Landowner, if different from applicant</b>

### Technical Assessment and Cost Estimate

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

<b>Date</b>  <b>8/2/2021</b>	<b>Technical Assistance Provider</b> 
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### Organizational Approval

<b>Date</b>	<b>Authorized Signature</b>
-------------	-----------------------------

\*Attach this form to the Conservation Practice Assistance Contract



North Fork Zumbro River at  
Mazeppa Channel Restoration

Pay Voucher 6



<b>Client:</b> Wabasha County SWCD 611 Broadway Ave Wabasha, MN 55981	<b>Contractor:</b> Environmental Troubleshooters, Inc. 3100 Courthouse Lane Eagan, MN 55121
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<b>WSB Project No.:</b> 014051-000
<b>Client Project No.:</b>
<b>State Project No.:</b>
<b>Federal Project No.:</b>

Contract Amount		Funds Encumbered	
Original Contract	\$251,299.40	Original	\$251,299.40
Contract Changes	\$61,829.72	Additional	N/A
Revised Contract	\$313,129.12	Total	\$251,299.40

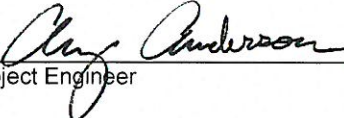
Work Certified To Date	
Base Bid Items	\$244,908.60
Contract Changes	\$4,684.71
Material On Hand	\$0.00
Total	\$249,593.31

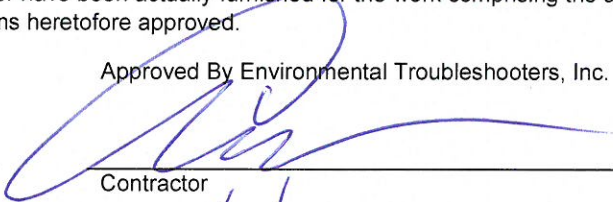
Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$0.00	\$249,593.31	\$4,991.87	\$237,113.64	\$7,487.80	\$244,601.44
Percent Retained: 2%			Percent Complete: 79.71%		

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Approved By Environmental Troubleshooters, Inc.

  
Project Engineer

  
Contractor

August 6, 2021  
Date

8/9/21  
Date

Approved By Wabasha County SWCD

\_\_\_\_\_  
Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	02/11/21	\$42,047.14	\$2,102.36	\$39,944.78
2	02/19/21	\$89,265.68	\$4,463.28	\$84,802.40
3	03/19/21	\$51,515.03	\$2,575.75	\$48,939.28
4	05/20/21	\$58,764.01	\$2,938.20	\$55,825.81
5	06/23/21	\$8,001.45	\$400.08	\$7,601.37
6	08/06/21	\$0.00	(\$7,487.80)	\$7,487.80

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
014051-000 Source 1	\$249,593.31	\$4,991.87	\$237,113.64	\$7,487.80	\$244,601.44

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
014051-000 Source 1	Local	\$7,487.80			\$244,601.44

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$4,250.00	1	0	\$0.00	1	\$4,250.00
2	2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	\$2,520.00	1	0	\$0.00	1	\$2,520.00
3	2101.505	CLEARING	ACRE	\$3,318.52	2.7	0	\$0.00	2.7	\$8,960.00
4	2101.505	GRUBBING	ACRE	\$2,635.29	1.7	0	\$0.00	1.7	\$4,479.99
5	2104.501	REMOVE CONCRETE STRUCTURES (DAM REMNANTS)	LS	\$2,280.00	1	0	\$0.00	1	\$2,280.00
6	2105.507	COMMON EXCAVATION (P)	C Y	\$4.49	31405	0	\$0.00	31405	\$141,008.45
7	2511.507	RANDOM RIPRAP CLASS I	C Y	\$57.55	100	0	\$0.00	100	\$5,755.00
8	2511.507	RANDOM RIPRAP CLASS V	C Y	\$49.78	300	0	\$0.00	300	\$14,934.00
9	2573.502	STABILIZED CONSTRUCTION EXIT	EACH	\$1,000.00	2	0	\$0.00	2	\$2,000.00
10	2573.503	SILT FENCE; TYPE MS	L F	\$2.01	870	0	\$0.00	439	\$882.39
11	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$7.94	425	0	\$0.00	425	\$3,374.50
12	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$1.47	3400	0	\$0.00	2932	\$4,310.04
13	2575.508	SEED MIXTURE 21-111	LB	\$0.86	193	0	\$0.00	193	\$165.98
14	2575.508	SEED MIXTURE 25-131	LB	\$7.48	60	0	\$0.00	50	\$374.00



Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
15	2575.508	SEED MIXTURE 32-241	LB	\$7.13	190	0	\$0.00	190	\$1,354.70
16	2575.508	SEED MIXTURE 34-261	LB	\$23.08	91	0	\$0.00	91	\$2,100.28
17	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	\$0.97	31000	0	\$0.00	26091	\$25,308.27
18	2575.602	SITE RESTORATION	EACH	\$1,740.00	2	0	\$0.00	2	\$3,480.00
19	2575.605	MULCH MATERIAL TYPE 1	ACRE	\$166.67	1.2	0	\$0.00	1.2	\$200.00
20	2577.210	TOE WOOD	L F	\$38.00	400	0	\$0.00	400	\$15,200.00
21	2577.502	LIVE STAKES	EACH	\$4.38	450	0	\$0.00	450	\$1,971.00
<b>Bid Totals:</b>							<b>\$0.00</b>		<b>\$244,908.60</b>

Project Category Totals		
Category	Amount This Voucher	Amount To Date
Base bid	\$0.00	\$244,908.60

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	22	2104.601	EXPANDING MORTAR PILOT TEST	LS	\$960.00	1	0	\$0.00	1	\$960.00
CO	1	23	2540.601	PURCHASE EXPANDING MORTAR AND DELIVERY	LS	\$1,524.71	1	0	\$0.00	1	\$1,524.71
CO	1	24	2104.601	DRILL AND APPLY MORTAR TO BOTH DAM REMNANTS	LS	\$2,200.00	1	0	\$0.00	1	\$2,200.00
CO	2	25	2021.501	MOBILIZATION	LS	\$6,480.00	1	0	\$0.00	0	\$0.00
CO	2	26	2051.501	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	\$2,520.00	1	0	\$0.00	0	\$0.00
CO	2	27	2101.505	CLEARING	ACRE	\$3,318.52	0.5	0	\$0.00	0	\$0.00
CO	2	28	2101.505	GRUBBING	ACRE	\$2,635.29	0.5	0	\$0.00	0	\$0.00
CO	2	29	2105.507	COMMON EXCAVATION	C Y	\$9.99	3500	0	\$0.00	0	\$0.00
CO	2	30	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$1.47	1500	0	\$0.00	0	\$0.00
CO	2	31	2575.508	SEED MIXTURE 32-241	LB	\$7.13	68	0	\$0.00	0	\$0.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	2	32	2575.508	SEED MIXTURE 34-261	LB	\$23.08	49	0	\$0.00	0	\$0.00
CO	2	33	2575.602	SITE RESTORATION	EACH	\$1,740.00	1	0	\$0.00	0	\$0.00
CO	2	34	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	\$0.97	4700	0	\$0.00	0	\$0.00
CO	2	35	2575.605	MULCH MATERIAL TYPE 1	ACRE	\$166.67	0.5	0	\$0.00	0	\$0.00
<b>Contract Change Totals:</b>									<b>\$0.00</b>		<b>\$4,684.71</b>

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	Dam remnant removal using expanding mortar.	\$0.00	\$4,684.71
2	CO	Scope Expansion Lange Property New Substantial Completion Date is December 31, 2021 and new Final Completion Date is June 30, 2022.	\$0.00	\$0.00

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>18-Capacity-8</b>	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\* If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Tony Burke</b>	Address <b>57393 225th Ave</b>	City/State <b>Plainview, MN</b>	Zip Code <b>55964</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: <b>Highland</b>	Township No.: <b>109</b>	Range No.: <b>11</b>	Section No.: <b>27</b>	1/4, 1/4 <b>SE</b>
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### Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) 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(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS Field Office Technical Guide - 410 Grade Stabilization Structure, 638 Water and Settlement Control Basin

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, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) 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/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date <b>8-26-21</b>	Land Occupier <b>Tony Burke</b> <i>Tony Burke</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**

Practice standard(s) or eligible component(s)  <b>410 Grade Stabilization Structure</b>	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$29,000.00</b>
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date <b>8/25/21</b>	Technical Assistance Provider NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the as-built can be used as the Technical Certification on the "Voucher and Certification" <b>Matt Kempinger</b>
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### Pre-Construction Cover

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

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

### Amount Authorized for Financial Assistance

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

Date	Authorized Signature	Total Amount Authorized <b>\$6,446.00</b>
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**FY 2022 & FY2023 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
SWCD PROGRAMS & OPERATIONS GRANT AGREEMENT**

<b>Vendor:</b>	0000205683
<b>PO#:</b>	3000013754

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>		
P22-5561	2022 - Conservation Delivery (Wabasha SWCD)	\$19,619
P23-5651	2023 - Conservation Delivery (Wabasha SWCD)	\$19,619
P22-5741	2022 - State Cost-Share Fund (Wabasha SWCD)	\$15,401
P23-5831	2023 - State Cost-Share Fund (Wabasha SWCD)	\$15,401

**Total Grant Awarded: \$70,040**

**Recitals**

1. This Grant Agreement is for the FY 2022 and 2023 Conservation Delivery and State Cost-Share grants.
2. The Laws of Minnesota 2021, 1<sup>st</sup> Special Session, Chapter 6, Article 1, Section 4(b), appropriated funds to the Board for the FY 2022 and 2023 SWCD Conservation Delivery Grants.
3. The Laws of Minnesota 2021, 1<sup>st</sup> Special Session, Chapter 6, Article 1, Section 4(d)(2), appropriated funds to the Board for the FY 2022 and 2023 State Cost-Share Grants.
4. The Board adopted Board Order #21-18 to authorize and allocate funds for the FY 2022 and 2023 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 Board.
6. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant agreement.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or 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 Terri Peters, District Manager**  
**ADDRESS 611 Broadway Ave., Ste. 10**  
**CITY Wabasha**  
**TELEPHONE NUMBER (651) 565-4673**

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, 2024, 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 19. 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 Grant.
- 2.2. **State Cost Share Work Plan:** The Grantee shall submit a work plan for their annual grant request for the State Cost Share Grant as required under Minn. Stat. § 103C.501.
- 2.3. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.3.1. 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.
  - 2.3.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.3.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2025, or within 30 days of expenditure of all grant 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 2022 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2023 grant funds will be distributed as soon as is practicable, after the start of fiscal year 2023. **FY 2023 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 Board'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 Board 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, Waiver, and Grant Contract Agreement Complete**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board 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 Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4. **Grant Contract Agreement Complete.** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.



**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 or federal court with competent jurisdiction in Ramsey County, Minnesota.

**13. Termination.**

13.1. The Board 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 Board may immediately terminate this grant contract in the Board 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 Board 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: \_\_\_\_\_





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**Lynn Zabel** <lynn.zabel.wabashaswcd@gmail.com>  
To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Thu, Aug 19, 2021 at 1:40 PM

Sue,  
I will not be able to attend our next meeting so I wanted to share a few things with the SWCD.

Hiawatha valley RC&D:

The two most interesting things from the meeting in my view.

We approved pursuing a proposal that Driftless Grown will operate as a program of Hiawatha Valley RC&D under the Community Services Program

Driftless Grown will maintain its own branding and marketing presence while acknowledging the relationship with Hiawatha Valley RC&D

Driftless grown is a group of many producers of a wide variety of products ranging from Honey to grass fed beef and several other more exotic offerings. They cover SE Minnesota western Wisconsin and northern Iowa.

Another thing Richard Harris III mentioned was that he had enrolled in a \$2700.00 course to study carbon markets including the business end of things.

It seems he is trying hard to expand the role of the RC&D and learn new things. I see the carbon markets training as an off shoot from our seed planted with our work on conservation plan options.

If we keep steering in the right direction we might get there yet.

The Whitewater Joint Powers Board,

Highlights here include; Approving spending \$8066.00 of 319 whitewater non-point source grant money before the fact due to our tight timeline and our next meeting not being for two months.

No longer having office space for Sheila Harmes at Winona SWCD in Lewiston and instead only having one office in Winona itself. This should save some money. We decided to make Jan 1st the date of change to allow transition time and simplify the rental period calculations.

We went on a few conversation tangents involving Lake Winona phosphorus, roller crimping and cover crops and agronomic practices in general.

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