

Wabasha Soil and Water Conservation District
District Regular Board Meeting
February 28, 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. FY 2016-2017 CWMA Financial Report-Final
 - B. 2018 Conservation Delivery Financial Report-Final
 - C. SE SWCD Technical JPB Sub agreement
 - D. Pay Equity Report for 2018
 - E. Brad Gatzlaff, Zumbro Valley Forestry LLC contract for services
 - F. Zach Reusch, Acer Forest and Tree, LLC contract for services
 - G. 2018 SWCD Highlights (Information will be available at the meeting)
- VI. **SECRETARY’S REPORT**
 - A. January 24, 2018 Meeting Minutes-**Board Action**
- VII. **TREASURER’S REPORT:**
 - A. January Program Record-**Board Action**
 - B. District Financial Statements January 2019-**Board Action**
 - C. District Financial Statements 2018-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
 - A. Monthly bills statement provided at meeting-**Board Action**
- IX. **DISTRICT REPORTS**
 - A. Chair Report – Terry Helbig
 - B. County Commissioners – Don Springer; Rich Hall
 - C. District Manager Report – Terri Peters
 - D. NRCS Report – Phillis Brey
 - E. Ecological Technician Report – Jen Wahls
 - F. District Technician Report- Mitch Rigelman
 - G. District Technician Report- Bill Wayne
 - H. Other –

X. OLD BUSINESS

- A. 1W1P Report-**Board Information**
- B. MASWCD Legislative Briefing and Day at the Capital-Board Representation-**Board Action**
- C. Drone Training for Mitchell Rigelman-**Board Discussion/Action**

XI. NEW BUSINESS

- A. Larry Gates HFHW Summary Presentation (30 minutes)-**Board Information**
- B. Permission to pursue grant in cooperation with the Izaak Walton League-**Board Action**
- C. Whitewater Joint Powers Board Resolution 02282019-1-**Board Action**
- D. MCIT Training opportunities-**Board Discussion/Action**
- E. Review of 2017 Audit (per Nate Arendt Request)-**Board Information/Discussion**
- F. Selection of auditor for 2018 audit-**Board Action**
 - i. Hawkins Ash (Bid of \$7,500.00)
 - ii. Peterson Company LTD (Bid of \$3,200.00)
 - iii. Smith Schafer (Bid of \$3,975.00)
- G. Stacy Miller contract LMFR-17313RCPP-1WAB amendment #1-**Board Action**
- H. Stacy Miller contract LMFR-17313RCPP-1WAB Voucher Payment in the amount of \$69,907.40-**Board Action**
- I. 2019 Elimination of Target Invasive Species Stakeholder Report WEB (Wabasha SWCD has part in this with the MDA weed Grant)-**Board Information**
- J. Upcoming Events
 - i. MASWCD Legislative Briefing and Day at the Capital, March 5-6, 2019
 - ii. MACDE Spring meeting, March 11

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. Adjourn- Board Action



Financial Report

Cooperative Weed Mgmt. 2016

Grant Title: FY 2016-2017 CWMA

Grant ID: C16-3353

Organization: Wabasha SWCD

Grant Revenue	Amount
Total Awarded	\$15,000.00

Grant Expenditures

Grant Activity Category	Amount
Technical/Engineering Assistance	\$1,500.00
Non-Structural Management Practices	\$10,615.66
Education/Information	\$1,500.00
Monitoring/Data Collection	\$1,384.34
Total Spent	\$15,000.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

This is to certify that the information is a true and accurate representation of the grant program accounts for the FY 2016-2017 CWMA- Wabasha SWCD. We believe our records are complete and subject to an audit.

Jenni J. Peters
OFFICIAL SIGNATURE

1-29-19
DATE

**Please sign, scan, and upload this form to the attachments tab in eLINK.
If returning program funds, please use the Returned Check form.**

Make checks payable and mail to:
Board of Water and Soil Resources
520 Lafayette Road N.
St. Paul, MN 55155



Financial Report

Conservation Delivery 2018

Grant Title: 2018 - Conservation Delivery (Wabasha SWCD)

Grant ID: P18-1794

Organization: Wabasha SWCD

Grant Revenue	Amount
Total Awarded	\$19,619.00

Grant Expenditures

Grant Activity Category	Amount
Administration/Coordination	\$19,619.00
Total Spent	\$19,619.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

This is to certify that the information is a true and accurate representation of the grant program accounts for the 2018 - Conservation Delivery (Wabasha SWCD)- Wabasha SWCD. We believe our records are complete and subject to an audit.

[Signature]
OFFICIAL SIGNATURE

1-29-18
DATE

***Please sign, scan, and upload this form to the attachments tab in eLINK.
If returning program funds, please use the Returned Check form.***

***Make checks payable and mail to:
Board of Water and Soil Resources
520 Lafayette Road N.
St. Paul, MN 55155***

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 2017**

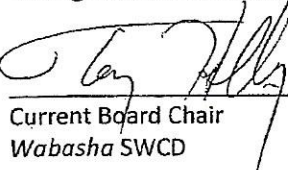
WHEREAS The Regional Conservation Partners Program (RCPP): Lower Mississippi River Feedlot Management in Minnesota is a special allocation of Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP) funding matched by State funding through the Minnesota Board of Water 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 2017 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 20th and August 20th of each year of the grant duration.
2. The Wabasha SWCD will enter into cost share contracts to provide funding assistance to eligible producers as outlined in the 2017 Lower Mississippi River Feedlot Management in Minnesota 2017 Cost Share Policy.
3. This sub-agreement for the amount of \$195,372.63 (see attached Lower Mississippi River Feedlot RCPP State Cost Share Report: "Total BWSR Funding Request") is valid for the duration of the P17-4048 2017 grant agreement ending December 31st 2019
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



Current Board Chair
SE SWCD Technical Support Joint Powers Board

Jan. 30, 2019
Date

Lower Mississippi River Feedlot RCPP State Cost Share Report 2017

Conservation District: Wabasha Project ID: Stacy Miller Registered Animal Units: 229

Prepared By: Terri Peters Signature: Terril L. Peters Date: Amended 12/23/2019

Technical Assistance : Planning and Design Phase

Technical Service Provider (TSP)	NRCS TSP ID #	TSP Quote	TSP Actual Cost	Date Range of Work Performed
Chosen Valley Testing		\$2,185.00	\$2,185.00	3/28/17-4/21/17
Total:		\$2,185.00	\$2,185.00	
90%		\$1,966.50	\$1,966.50	

SWCD Staff Member	Estimated Hours	Billable Rate	Estimated Cost	Actual Hours	Billable Rate	Actual Cost	Date Range of Work Performed
			\$0.00			\$0.00	
Total:			\$0.00	Total:		\$0.00	
90%			\$0.00	90%		\$0.00	

Total Project Cost	EQIP Funding Estimate	BWSR Funding Request - Producer	BWSR Funding Request - SWCD	Total BWSR Funding Requested	Estimated Producer Expense
\$2,185.00		\$1,966.50	\$0.00	\$1,966.50	\$218.50

Actual EQIP Payment	Date Paid	Actual BWSR Payment - Producer	Actual BWSR Payment - SWCD	Total Actual BWSR Payments	Date Paid	Actual Producer Expense
		\$1,966.50	\$0.00	\$1,966.50		\$218.50

Technical Assistance : Construction Phase

Technical Service Provider (TSP)	NRCS TSP ID #	TSP Quote	TSP Actual Cost	Date Range of Work Performed
Total:		\$0.00	\$0.00	
90%		\$0.00	\$0.00	

SWCD Staff Member	Estimated Hours	Billable Rate	Estimated Cost	Actual Hours	Billable Rate	Actual Cost	Date Range of Work Performed
Drew Chirpich (original)	100.00	\$44.20	\$4,420.00			\$0.00	
District Tech. Staff			\$0.00	10.50	\$39.98	\$419.79	3/1/18 to 6/30/18
District Manager-TA			\$0.00	1.75	\$62.82	\$109.94	3/1/18 to 6/30/18
Mileage			\$0.00	66.00	\$0.55	\$35.97	3/1/18 to 6/30/18
Terri Peters			\$0.00	1.00	\$62.05	\$62.05	10/1/18 to 12/31/18
Bill Wayne			\$0.00	32.00	\$39.21	\$1,254.72	10/1/18 to 12/31/18
Mitchell Rigelman			\$0.00	2.00	\$39.21	\$78.42	10/1/18 to 12/31/18
Mileage			\$0.00	197.00	\$0.55	\$107.37	10/1/18 to 12/31/18
Total:			\$4,420.00	Total:		\$2,068.25	
90%			\$3,978.00	90%		\$1,861.43	

BWSR Funding Request - Producer	BWSR Funding Request - SWCD	Total BWSR Funding Requested	Estimated Producer Expense
\$0.00	\$3,978.00	\$3,978.00	\$0.00

Actual BWSR Payment - Producer	Actual BWSR Payment - SWCD	Total Actual BWSR Payments	Date Paid	Actual Producer Expense
\$0.00	\$1,861.43	\$1,861.43		\$0.00

Project Construction

Primary Practice	Project Cost Estimate	Alternative Cost Estimate	90% of Project Cost Estimate	EQIP Funding Estimate	BWSR Funding Request
Ag Waste Storage	\$400,412.81		\$360,371.53	\$170,943.40	\$189,428.13

Actual Project Cost	Actual EQIP Payment	Date Paid	Actual BWSR Payment	Date Paid	Landowner Expense
			\$0.00		\$0.00

Part A: Jurisdiction Identification

Jurisdiction: Wabasha County SWCD
611 Broadway Avenue
Suite 10
Wabasha MN 55981

Jurisdiction Type: Soil and Water Conservation District

Contact: Terri Peters Phone: (651) 565-4673 E-Mail: terri.peters@mn.nacdn.net
Contact: Dennis Stelling Phone: (651) 565-4673 E-Mail: dennis.stelling@wabashaswcd.com

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was: Consultant's System

Description:

A new system was used for 2018 job evaluation. The system used was the Springsted Systematic Analysis and Factor Evaluation (SAFE) System.

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

611 Broadway Ave., Suite 10 Wabasha MN 55981

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Wabasha SWCD

(governing body)

Terry Helbig

(chief elected official)

Chairman

(title)

Part C: Total Payroll

\$215,821.00

is the annual payroll for the calendar year just ended December 31.

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted: 1/29/2019

Job Class Data Entry Verification List

Case: 2018 DATA

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
2	Administrative Assistant	1	0	M	203	\$3,236.00	\$3,236.00		1.00	
4	District Tech II	2	0	M	253	\$3,236.00	\$3,236.00		1.00	
3	District Tech I	0	1	F	348	\$3,813.00	\$3,813.00		3.00	
1	District Manager	0	1	F	545	\$5,423.00	\$5,423.00		8.00	

Job Number Count: 4

Compliance Report

Jurisdiction: Wabasha County SWCD
 611 Broadway Avenue
 Suite 10
 Wabasha MN 55981

Report Year: 2019
 Case: 1 - 2018 DATA (Submitted)

Contact: Terri Peters Phone: (651) 565-4673 E-Mail: terri.peters@mn.nacdnet.net

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	2	2	0	4
# Employees	3	2	0	5
Avg. Max Monthly Pay per employee	3,236.00	4,618.00		3,788.80

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 0.00 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	2	2
b. # Below Predicted Pay	0	0
c. TOTAL	2	2
d. % Below Predicted Pay (b divided by c = d)	0.00	0.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 3	Value of T = 0.000
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- a. Avg. diff. in pay from predicted pay for male jobs = \$0
- b. Avg. diff. in pay from predicted pay for female jobs = \$0

III. SALARY RANGE TEST = 0.00 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 0.00
- B. Avg. # of years to max salary for female jobs = 0.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP 0.00 *
- B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)

Pay Equity Implementation Form

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Wabasha County SWCD
611 Broadway Avenue
Wabasha

Jurisdiction Type: SWCD - Soil and Water Conservation District

Contact:	Name	Title	Phone	Email
	Dennis Stelling	Admin Assistant/Book	651-565-4673	dennis.stelling@wabashaswcd.com
	Terri Peters	Dist Mgr	651-565-4673	terri.peters@mn.nacdn.net

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Consultant's System (specify) ▾

Describe below if the job evaluation system used is: "The same as last year", "A new system", "A substantially modified system from last year", or another descriptor not listed here: (*less than 240 characters)

A new system was used for 2018 job evaluation. The system used was the Springsted Systematic Analysis and Factor Evaluation (SAFE) System.

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

There is no difference ▾ and female classes are not at a disadvantage.

3. An official notice has been posted at: 611 Broadway Ave., Suite 10 Wabasha M (prominent location) (*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Wabasha SWCD

(governing body) (*less than 60 characters)

Terry Helbig

(chief elected official)(*less than 60 characters)

Chairman

(title) (*less than 60 characters)

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Part C: Total Payroll

215821 is the annual payroll for the calendar year just ended

WABASHA SOIL AND WATER CONSERVATION DISTRICT CONTRACT FOR SERVICES

This contract is between Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 ("SWCD") and Brad Gatzlaff, Zumbro Valley Forestry LLC Prairie Land Pro, 11378 East 113th Street, Northfield, MN 55057 ("CONTRACTOR").

Recitals

1. The SWCD has received funding through sub-award by the State of Minnesota Grant Agreement, acting through its Minnesota Department of Natural Resources ("State") under Minn. Stat. § 84.085, in which the State is empowered to enter into such an agreement.
2. The State working through the SWCD, is in need of technical assistance, forest stewardship plan writing assistance for non-industrial private forest landowners that own land within the watersheds targeted by the "Landscape Stewardship for Family Forestland Owners: Increasing Results through Integrated and Collaborative Service Delivery – NIPF Pilot Phase 2" (NIPF Phase 2) project. The CONTRACTOR represents that he is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** February 6, 2019 or the date that all required signatures are obtained for the NIPF Phase 2 contract between the SWCD and DNR, whichever is later.
- 1.2 **Expiration date:** April 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contingency

Award of this contract is contingent upon the SWCD's obtaining funds awarded by the State of Minnesota acting through its DNR.

3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the State of Minnesota Grant Agreement SWIFT Contract No. 152295 PO No. 3000145457.

4 Scope of Work

Contractor's Responsibilities and Deliverables for work completed in Wabasha County will consist of writing Forest Stewardship Plans to be reviewed by the Landowner Outreach Coordinator and approved according to DNR standards and for Stewardship Plan Acres as defined in Attachment "A".

5 Payment

The SWCD will be invoiced for each forestry plan by CONTRACTOR for services performed by the CONTRACTOR under this contract. Payment will be made when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs based on rates set out in Exhibit A.

The total obligation of the SWCD for all compensation and reimbursements to the CONTRACTOR under this contract is a maximum of \$300.00 base price plus \$7 per acre per forestry plan written.

6 Authorized Representatives

The SWCD's Authorized Representatives are Terri Peters, Wabasha SWCD District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, (651) 565-4673, or her successor. The CONTRACTOR'S Authorized Representative is Brad Gatzlaff, Zumbro Valley Forestry LLC Prairie Land Pro, 11378 East 113th Street, Northfield, MN 55057, (507) 838-6189 or (507) 645-6023.

7 Independent Contractor

The CONTRACTOR is an independent contractor and not an employee of the SWCD and is responsible for maintaining his/her own insurance.

8 Amendments, Waiver, and Contract Complete

- 8.1 **Amendments.** Subject to prior written approval by the SWCD, the CONTRACTOR may modify the Scope of Work listed under item 4 above. Modifications to the Scope of Work and any other amendments to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.2 **Waiver.** If the CONTRACTOR fails to enforce any provision of this contract, that failure does not waive the provision or his right to enforce it.
- 8.3 **Contract Complete.** This contract contains all negotiations and agreements between the CONTRACTOR and the SWCD. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible for the acts and behavior of the other party and the results thereof. CONTRACTOR’s liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.375 and other applicable law.

The CONTRACTOR will maintain commercial general liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. §3.376, subd. 4 with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage. Proof of insurance will be provided by the CONTRACTOR to the SWCD.

10 Government Data Practices

The SWCD must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the CONTRACTOR under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the SWCD or the CONTRACTOR.

If the SWCD receives a request to release the data referred to in this Clause, the SWCD must immediately notify the CONTRACTOR. The CONTRACTOR will give the SWCD instructions concerning the release of the data to the requesting party before the data is released. The CONTRACTOR will provide digital copies of all documents, maps, datasets, and shape files prepared for this grant contract using Microsoft and/or ESRI products.

11 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from both the SWCD and the CONTRACTOR.

12 Audit

Under Minn. Stat. § 16C.05, subd. 5, the SWCD’s books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

13 Governing Law, Jurisdiction, and Venue

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

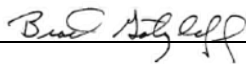
14 Termination

Either party may terminate this contract at any time, with or without cause, upon 30 days’ written notice to the other party. Contracted duties already in progress will be completed and all eligible project costs incurred for the economic analyses already in progress at termination will be reimbursed.

1. WABASHA SWCD

By: _____
 Title: Wabasha SWCD Board Chair
 Date: _____

2. CONTRACTOR

By: 
 Title: Partner
 Date: 2-13-19

WABASHA SOIL AND WATER CONSERVATION DISTRICT CONTRACT FOR SERVICES

This contract is between Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 ("SWCD") and Zach Reusch, Acer Forest and Tree, LLC, PO Box 1466, Winona, MN 55987 ("CONTRACTOR").

Recitals

1. The SWCD has received funding through sub-award by the State of Minnesota Grant Agreement, acting through its Minnesota Department of Natural Resources ("State") under Minn. Stat. § 84.085, in which the State is empowered to enter into such an agreement.
2. The State of Minnesota working through the SWCD, is in need of technical assistance, forest stewardship plan writing assistance for non-industrial private forest landowners that own land within the watersheds targeted by the "Landscape Stewardship for Family Forestland Owners: Increasing Results through Integrated and Collaborative Service Delivery – NIPF Pilot Phase 2" (NIPF Phase 2) project. The CONTRACTOR represents that he is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** February 6, 2019 or the date that all required signatures are obtained for the NIPF Phase 2 contract between the SWCD and DNR, whichever is later.
- 1.2 **Expiration date:** April 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contingency

Award of this contract is contingent upon the SWCD's obtaining funds awarded by the State of Minnesota acting through its DNR.

3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the State of Minnesota Grant Agreement SWIFT Contract No. 152295 PO No. 3000145457.

4 Scope of Work

Contractor's Responsibilities and Deliverables for work completed in Wabasha County will consist of writing Forest Stewardship Plans to be reviewed by the Landowner Outreach Coordinator and approved according to DNR standards and for Stewardship Plan Acres as defined in Attachment "A".

5 Payment

The SWCD will be invoiced for each forestry plan by CONTRACTOR for services performed by the CONTRACTOR under this contract. Payment will be made when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs based on rates set out in Exhibit A.

The total obligation of the SWCD for all compensation and reimbursements to the CONTRACTOR under this contract is a maximum of \$300.00 base price plus \$7 per acre per forestry plan written.

6 Authorized Representatives

The SWCD's Authorized Representatives are Terri Peters, Wabasha SWCD District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, (651) 565-4673, or her successor. The CONTRACTOR'S Authorized Representative is Zach Reusch, Acer Forest and Tree, LLC, PO Box 1466, Winona, MN 55987, (507) 429-3406.

7 Independent Contractor

The CONTRACTOR is an independent contractor and not an employee of the SWCD and is responsible for maintaining his/her own insurance.

8 Amendments, Waiver, and Contract Complete

- 8.1 **Amendments.** Subject to prior written approval by the SWCD, the CONTRACTOR may modify the Scope of

Work listed under item 4 above. Modifications to the Scope of Work and any other amendments to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

8.2 **Waiver.** If the CONTRACTOR fails to enforce any provision of this contract, that failure does not waive the provision or his right to enforce it.

8.3 **Contract Complete.** This contract contains all negotiations and agreements between the CONTRACTOR and the SWCD. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible for the acts and behavior of the other party and the results thereof. CONTRACTOR's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.375 and other applicable law.

The CONTRACTOR will maintain commercial general liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. §3.376, subd. 4 with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage. Proof of insurance will be provided by the CONTRACTOR to the SWCD.

10 Government Data Practices

The SWCD must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the CONTRACTOR under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the SWCD or the CONTRACTOR.

If the SWCD receives a request to release the data referred to in this Clause, the SWCD must immediately notify the CONTRACTOR. The CONTRACTOR will give the SWCD instructions concerning the release of the data to the requesting party before the data is released. The CONTRACTOR will provide digital copies of all documents, maps, datasets, and shape files prepared for this grant contract using Microsoft and/or ESRI products.

11 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from both the SWCD and the CONTRACTOR.

12 Audit

Under Minn. Stat. § 16C.05, subd. 5, the SWCD's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

Either party may terminate this contract at any time, with or without cause, upon 30 days' written notice to the other party. Contracted duties already in progress will be completed and all eligible project costs incurred for the economic analyses already in progress at termination will be reimbursed.

1. WABASHA SWCD

By: _____

Title: Wabasha SWCD Board Chair

Date: _____

2. CONTRACTOR

By:  _____ Zachary Reusch

Title: owner of Acer Forest & Trees, LLC

Date: 2/13/19

Wabasha Soil and Water Conservation District
District Regular Board Meeting
January 24, 2019
8 a.m.
County Annex Conference Room
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER** – Meeting called to order by Vice Chair Terry Helbig
Supervisors Present: Nate Arendt; Chuck Fick, Secretary; Terry Helbig, Vice Chair; Larry Theimann; Lynn Zabel

Staff Present: Terri Peters, District Manager; Dennis Stelling, SWCD; Jen Wahls, SWCD

NRCS Staff: Phillis Brey

Others present: Sheila Harmes, WWJPB; Sharleen Klennert, citizen; Frank Klennert, citizen

- II. **PLEDGE OF ALLEGIANCE**

- III. **AGENDA**

Moved by Arendt, seconded by Zabel to approve the agenda with the addition of items K under consent agenda, X, and Y 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. Paul Kottschade AgBMP Application for vertical tillage tool for \$38,700.00
- B. 2018 SWCD Local Capacity Services (Wabasha SWCD) interim financial report following BWSR reconciliation-**Signature needed**
- C. MDA-Ag Water Quality Certification Program Technical Assistance and Promo Funds Report of Work Completion-**Signature needed**
- D. 2019 Data Practice Policy for Data Subjects
- E. 2019 Data Practice Policy for Members of the Public
- F. 2019 Request for release of data to government agency
- G. 2019 Request for release of data
- H. 2019 Wabasha County Soil and Water Conservation District Data Practices Policy- Fee Schedule
- I. 2019 Local Cost Share Policy
- J. 2019 Wabasha NLMP Implementation Plan-**Signature Needed**
- K. 2016 SWCD Local Capacity Services (Wabasha SWCD) financial report- Final

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

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

A. December 27, 2018 Meeting Minutes-**Board Action**

Moved by Fick, seconded by Arendt to approve the December 27, 2018 meeting minutes

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT:

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

Moved by Zabel, seconded by Arendt to approve the December Program record

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

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

Moved by Fick, seconded by Zabel to approve the December SWCD financial statements

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Bills Plus Supervisor's expenses statement provided at meeting-**Board Action**

Moved by Arendt, seconded by Fick to approve the payment of monthly bills in the amount of \$16,687.55

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report –

B. County Commissioners – Don Springer; Rich Hall

C. District Manager Report – Terri Peters

D. NRCS Report – Phillis Brey

E. Ecological Technician Report – Jen Wahls

F. District Technician Report- Mitch Rigelman

G. District Technician Report- Bill Wayne

H. Mark Miller- DNR

I. Sheila Harmes- WWJPB

X. OLD BUSINESS

XI. NEW BUSINESS

A. Election of SWCD board officers-Board Action

i. Chairman

Moved by Fick, seconded by Zabel to cast a unanimous ballot for Terry Helbig as Chairman

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

ii. Vice Chairman

Moved by Fick, seconded by Arendt to cast a unanimous ballot for Lynn Zabel as Vice Chair

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

iii. Secretary

Moved by Arendt, seconded by Fick to cast a unanimous ballot for Larry Theismann as Secretary

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

iv. Treasurer

Moved by Arendt, seconded by Theismann to cast unanimous ballot for Chuk Fick as Treasurer

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

B. Approval of 2019 SWCD operating Rules and Guidelines-Board Action

Moved by Arendt, seconded by Fick to approve the 2019 Operating Rules and Guidelines

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

C. 2019 Committee Appointments-Board Action

i. Personnel committee- *Nate Arendt and Lynn Zabel were appointed*

ii. Finance Committee-*Chuck Fick and Larry Theismann were appointed*

iii. Whitewater Watershed-*Lynn Zabel was appointed*

iv. Hiawatha Valley Resource Conservation and Development Council-*No Appointment (District Manager is to set up meeting presentation by HV RC&D Representative)*

v. One Watershed, One Plan-*Terry Helbig was appointed with Nate Arendt as alternate*

vi. SE SWCD Technical Support JPB-*Larry Theismann was appointed*

vii. County Board Meeting Representative-*Larry Theismann was appointed*

Moved by Fick, seconded by Zabel to accept the appointments to the various committees

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

D. Designation of Official Newspaper -**Board Action**

Moved by Zabel, seconded by Fick to designate the Plainview News and the Wabasha Herald as official newspapers of the Wabasha SWCD

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

E. Designation of Official Bank Depositories Resolution 01242019-3-**Board Action**

Moved by Arendt, seconded by Fick to adopt Resolution 01242019-3

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

F. Designation of Signatories for Bank Accounts Resolution 01242019-4-**Board Action**

Moved by Arendt, seconded by Theismann to adopt Resolution 01242019-4

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

G. Per Diem rates and Mileage for 2019 Resolution 01242019-5- **Board Action**

Moved by Arendt, seconded by Fick to adopt Resolution 01242019-5

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

H. Recommendation to pay board per diem on the next regular payroll run following the board meeting and pay mileage and expense reimbursement quarterly at the next board meeting following the end of the quarter-**Board Discussion/Action**

Moved by Zabel, seconded by Fick to pay Supervisors payroll, mileage, and expenses quarterly beginning January 2019

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

I. eLink Grant Reporting Signature Authority Resolution 01242019-1-**Board Action**

Moved by Arendt, seconded by Fick to approve Resolution 01242019-1 striking the line "until revoked" and inserting "Until Dec 2019"

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

J. Approval of 2019 Budget-**Board Action**

Moved by Fick, seconded by Theismann to approve the 2019 Budget as presented

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

K. 2019 Monitoring Plan for Buffer Compliance-**Board Action**

Moved by Arendt, seconded by Zabel to approve the 2019 Monitoring Plan for Buffer Compliance

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

L. Employee Manual Policy Resolution 01242019-6-**Board Action**

Moved by Fick, seconded by Theismann to approve Resolution 01242019-6

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

M. State of Minnesota Grant Agreement- Federal Sub-Award Agreement- Federal award #15-DG-11420004-068 in the amount of \$10,500.00-**Board Action**

Moved by Theismann, seconded by Fick to approve the State of Minnesota Grant

Agreement- Federal Sub Award Agreement- Federal Award #15-DG-11420004-068 in the amount of \$10,500.00

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

N. MN Department of Natural Resources Conflict of Interest Disclosure-**Board Action/Signature**

Moved by Theismann, seconded by Zabel to approve the MN Department of Natural Resources Conflict of Interest Disclosure

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

O. WORK ORDER -AMENDMENT BETWEEN Wabasha County Soil and Water Conservation District AND CONSERVATION CORPS MINNESOTA & IOWA-**Board Action**

Moved by Arendt, seconded by Theismann to approve the Work Order Amendment between Wabasha SWCD and Conservation Corps Minnesota & Iowa

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

P. Zumbro Watershed Partnership shut down and email-**Board Discussion/Information**

Q. MASWCD Public Administration Training Cohort for SWCDs 2019-**Board Discussion/Action**

No Action Taken

R. Approval of the Southeast Minnesota Water Resources Board MAWQCP Request for Technical Assistance and Promotion Funds in the amount of \$2,500.00-**Board Action**

Moved by Fick, seconded by Arendt to approve the SE MN WRB MAWQCP Request for Technical Assistance and Promotion Funds in the amount of \$2,500.00

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

S. Glenn Zabel contract 17-Capacity-9 amendment #1 to change contract number to 17-CS-4 and funding source to Cost Share Fund-**Board Action**

Moved by Fick, seconded by Theismann to approve Glenn Zabel contract 17-Capacity-9 Amendment #1 to change contract number to 17-CS-4 and funding source to Cost Share Funding

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

T. Sharon Melvin Contract 18-CWMA-6 \$1,575.00 (7 ac Brush Mgmt practice 314)-
Board Action

Moved by Arendt, seconded by Theismann to approve Sharon Melvin contract 18-CWMA-6 in the amount of \$1575.00 for 7 acres of brush management

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

U. Contract for approval with George Meyer 18-CWMA-5 \$800.00 (4 ac Brush Mgmt practice 314)-**Board Action**

Moved by Fick, seconded by Zabel to approve George Meyer contract 18-CWMA-5 in the amount of \$800.00 for 4 acres brush management

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

V. Terri Murphy Contract 18-CWMA-2 voucher payment approval \$1,100 (5.5 Ac Brush Mgmt practice 314)-**Board Action**

Moved by Theismann, seconded by Fick to approve Terri Murphy contract 18-CWMA-2 voucher payment in the amount of \$1,100.00 for 5.5 acres brush management

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

W. Upcoming Events

- i. Minnesota Campaign Finance Board Annual Recertification due by January 28, 2019
- ii. Wabasha Forestry Day February 8th, Theilman Opera House
- iii. Wabasha County Assn of Townships meeting, February, 19th at 7:30 p.m. at the Millville American Legion, Millville Minnesota
- iv. MASWCD Legislative Briefing and Day at the Capital, March 5-6, 2019
- v. MCIT on demand videos and webinar. Visit MCIT.org/coverage-reviews/
- vi. SE MN Tech JPB Meeting Jan 30, 2019

X. Donut Resolution for Forestry Day-**Board Action**

Moved by Fick, seconded by Zabel to approve the donation of \$50.00 for donuts and 100 trees as door prize for the February 8, 2019 Forestry Day event

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

Y. SE MN Technical Joint Powers Board Sub Agreement Request to increase RCPP cost share on RCPP project to \$195,372.63-**Board Action**

Moved by Arendt, seconded by Fick to approve the SE MN Technical JPB Sub Agreement Request to increase Cost Share funding to \$195,372.63 for Stacy Miller's RCPP project

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

Z. Drone Training for Mitch (New Business addition by Nate Arendt)-**Board Discussion**

XII. Board Reports

A. WW –

B. 1W1P-

XIII. Adjourn- Board Action

Moved by Arendt, seconded by Fick to adjourn

Affirmative: Arendt, Fick, Helbig Theismann, Zabel

Opposed: None

Motion Carried

Meeting adjourned at 10:35 am

Respectfully Submitted,

Larry Theismann, Secretary

D

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
1/1/2019	Beginning Balance			\$675,095.45			\$252,196.91
	GENERAL LEDGER ACCOUNTS			\$675,095.45			\$252,196.91
	Sales Tax Liability			\$675,095.45			\$252,196.91
	CD Cashed			\$675,095.45			\$252,196.91
	REVENUE ACCOUNTS			\$675,095.45			\$252,196.91
	Intergov. Rev. - County	2,840.22		\$677,935.67	\$2,840.22		\$255,037.13
	Intergov. Rev. - State	8,937.29		\$686,872.96	\$6,240.00		\$261,277.13
	Intergov. Rev. -Federal			\$686,872.96			\$261,277.13
	Charges for Goods & Services	\$1,342.54		\$688,215.50	\$1,342.54		\$262,619.67
	Interest - CD's			\$688,215.50			\$262,619.67
	Interest - Money Market	\$768.99		\$688,984.49	\$768.99		\$263,388.66
	Other	\$1.00	\$2.63	\$688,982.86			\$263,388.66
	EXPENDITURE ACCOUNTS			\$688,982.86			\$263,388.66
	Personnel Services		\$33,121.54	\$655,861.32		\$33,121.54	\$230,267.12
	District Operations		12,299.13	\$643,562.19		12,299.13	\$217,967.99
	Supplies		\$861.93	\$642,700.26		\$861.93	\$217,106.06
				\$642,700.26			\$217,106.06
	Project Expense-Local			\$642,700.26			\$217,106.06
	Project Expense-State		1,123.21	\$641,577.05			\$217,106.06
	Project Expense-Federal			\$641,577.05			\$217,106.06
	Distribute Hours Worked			\$641,577.05	\$34,044.75		\$217,106.06
1/31/2019	Ending Balance	\$13,890.04	\$47,408.44	\$641,577.05	\$45,236.50	\$46,282.60	\$251,150.81

Petty Cash			2019 County Funds			FY2019 Conservation 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)		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$59.31			\$0.00			\$19,619.00
\$1.00	\$2.63							
\$1.00	\$2.63	\$57.68	\$0.00	\$5,516.26	(\$5,516.26)	\$0.00	\$0.00	\$8,541.47

FY 2018 Easement Delivery			FY 2017 State Cost Share			FY 2018 State Cost Share			FY 2019 State Cost Share		
Work Order No. 79-17-W001, grant period 9/13/2017 to 1/31/2022			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	Receipts	Disbursements	Balance
		\$0.00			\$8,271.62			\$12,320.80			\$15,401.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,271.62	\$0.00	\$0.00	\$12,320.80	\$0.00	\$0.00	\$15,401.00

2017 SWCD Local Capacity Services				2018 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			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
		\$0.00	\$21,575.58			\$0.00	\$29,262.38
\$0.00	\$0.00	\$0.00	\$21,575.58	\$0.00	\$0.00	\$0.00	\$29,262.38

2019 SWCD Local Capacity Services				FY19 LWM			
FY2019 \$100,000 P19-2416 Grant Period 10/23/2018 to December 31, 2021				P19-4884 \$14,177 Levy match required grant period 2/5/2018 to 12/31/2020			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
		\$0.00	\$100,000.00				\$14,177.00
						(\$6,240.00)	
					9.56		
	\$7,214.96				\$2,181.87		
\$0.00	\$7,214.96	\$0.00	\$92,785.04	\$0.00	\$2,191.43	\$6,240.00	\$11,985.57

FY18 Wetland Conservation (NRBG)				FY19 Wetland Conservation (NRBG)				Fillmore WCA Shared Service (NRBG)		
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				Reimbursed for work done on a quarterly basis		
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Balance
		\$6,865.18	\$573.48			\$12,118.00	\$12,118.00			(\$1,870.07)
								\$2,091.29		
		\$1,281.60							\$575.41	
\$0.00	\$0.00	\$5,583.58	\$573.48	\$0.00	\$0.00	\$12,118.00	\$12,118.00	\$2,091.29	\$575.41	(\$354.19)

FY2016 CWMA			FY2018 CWMA			2015 Protecting and Restoring WQ MRLP Project		
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			2015 CWF Subcontracted through Goodhue. Grant period 04/7/2015 to 12/31/2018. Bill sent to Goodhue for hours worked.		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		(\$1,500.00)			\$12,257.02			\$0.00
				\$1,100.00				
				\$1,144.94			\$72.15	
\$0.00	\$0.00	(\$1,500.00)	\$0.00	\$2,244.94	\$10,012.08	\$0.00	\$72.15	(\$72.15)

FY2018 MDA WEED Grant			CRP/CCRP			Volunteer Nitrate Monitoring		
SWIFT Contract/PO No. 3000027693 140471 Grant executed 4/27/2018 expiration 11/16/2018 for \$20,000			Bill per plan when we have contribution agreement			Bill quarterly for work done as requested by SEMNWRB		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$5,815.15			\$0.00			(\$174.40)
							13.65	
							\$63.71	
\$0.00	\$0.00	\$5,815.15	\$0.00	\$0.00	\$0.00	\$0.00	\$77.36	(\$251.76)

FY2018 Buffer Initiative (BWSR)			FY2019 Buffer Initiative (BWSR)			2019 DNR Forestry Plan Writing			319 Funding		
P18-3662 \$20,000, Grant period 1/2/2018 - 12/31/2020			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		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance				May	Disbursements	Balance
		\$4,806.19			\$20,000.00			\$0.00			(\$3,038.29)
	\$764.60						\$31.86				
\$0.00	\$764.60	\$4,041.59	\$0.00	\$0.00	\$20,000.00		\$31.86	(\$31.86)	\$0.00	\$0.00	(\$3,038.29)

2017 RCPP			2018 Buffer Implementation			CREP/RIM			N Fork Zumbro Mazeppa		
Regional Conservation Partnership Program. EQIP plus State Funds for Lower Mississippi Feedlot Management in Minnesota. 300 to 500 animal units. Funds through JPB			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
		\$38,627.30			\$2,324.34			(\$605.65)			(\$186.15)
						\$606.00					
	\$41.23						\$130.78			\$111.49	
\$0.00	\$41.23	\$38,586.07	\$0.00	\$0.00	\$2,324.34	\$606.00	\$130.78	(\$130.43)	\$0.00	\$111.49	(\$297.64)

Wabasha Soil and Water Conservation District
Profit & Loss Budget vs. Actual
January through December 2018

	Jan - Dec 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Charges for Services				
2017 MN Land Trust	0.00	5,000.00	-5,000.00	0.0%
Misc.	1.00			
Nitrate Monitoring Network	0.00	1,000.00	-1,000.00	0.0%
Plat Book Sales	1,290.00			
Tree Sales	10,248.30	14,200.00	-3,951.70	72.2%
Wetlands	600.00	800.00	-200.00	75.0%
Total Charges for Services	12,139.30	21,000.00	-8,860.70	57.8%
Intergovernmental Revenues				
County				
County Levy	2,561.61	6,240.00	-3,678.39	41.1%
County NRBG-WCA	12,118.00			
County Regular Allocation	120,875.89	120,000.00	875.89	100.7%
Local Water Management	20,417.00	14,177.00	6,240.00	144.0%
Total County	155,972.50	140,417.00	15,555.50	111.1%
Federal				
319	688.85	34,000.00	-33,311.15	2.0%
Federal - Other	0.00	17,000.00	-17,000.00	0.0%
Total Federal	688.85	51,000.00	-50,311.15	1.4%
State				
2016 CWMA	6,000.00	7,500.00	-1,500.00	80.0%
2016 LCCMR Cover Crop Grant	1,444.00			
2017 Township Well Testing-MDA	1,760.00			
2019 NRBG LWM Grant	0.00			
2019 NRBG WCA grant	0.00			
Ag Certainty	25,589.10			
AgCertainty Promotion	1,824.82			
AIS	33,504.94			
Buffer Initiative	15,193.81	20,000.00	-4,806.19	76.0%
Conservation Delivery	0.00	19,619.00	-19,619.00	0.0%
Easement Delivery AllocationRIM	1,450.00	1,331.00	119.00	108.9%
FY16 Capacity Funding	37,160.82			
FY17 Capacity Funding	4,476.32			
FY17 Cost Share Base	7,129.38	15,401.00	-8,271.62	46.3%
FY18 Buffer Cost Share	-26,187.00			
FY18 Buffer Implementation Inco	27,566.31			
FY18 Capacity	70,737.62	100,000.00	-29,262.38	70.7%
FY18 Conservation Delivery	19,619.00			
FY18 CREP	4,824.00	29,250.00	-24,426.00	16.5%
FY18 CWMA	2,742.98	7,500.00	-4,757.02	36.6%
FY18 MDA Weed Grant	9,184.85			
FY18 State Cost Share	3,080.20	15,401.00	-12,320.80	20.0%
FY19 Buffer	0.00			
FY19 Capacity	0.00			
FY19 Conservation Delivery	0.00			
FY19 State Cost Share	0.00			
MAWQCP	0.00	26,000.00	-26,000.00	0.0%
MPCA- Miss. River Lake Pepin	19.30	1,000.00	-980.70	1.9%
Nitrogen Outreach BMP	174.69			
NRBG WCA Grant	4,488.63			
RCPP	113,780.39	126,418.19	-12,637.80	90.0%
State - Other	8,234.27			
Total State	373,798.43	369,420.19	4,378.24	101.2%
Total Intergovernmental Revenues	530,459.78	560,837.19	-30,377.41	94.6%
Miscellaneous				
Other				
Wetland - WCA	0.00	38,896.00	-38,896.00	0.0%
Other - Other	7.41			
Total Other	7.41	38,896.00	-38,888.59	0.0%
Other Misc. Revenue				
MCIT Reimbursement	924.00			
Other Misc. Revenue - Other	1,453.00			
Total Other Misc. Revenue	2,377.00			
Total Miscellaneous	2,384.41	38,896.00	-36,511.59	6.1%
PRAP Grant	5,815.10			
Total Income	550,798.59	620,733.19	-69,934.60	88.7%
Cost of Goods Sold				
50000 - Cost of Goods Sold	87.92			
Total COGS	87.92			
Gross Profit	550,710.67	620,733.19	-70,022.52	88.7%
Expense				
District Operations				
Other Services and Charges				
Advertising Expense	138.00	2,000.00	-1,862.00	6.9%
Building Rent	10,369.56	10,500.00	-130.44	98.8%
Conferences and Conventions	1,622.90	5,000.00	-3,377.10	32.5%

Wabasha Soil and Water Conservation District
Profit & Loss Budget vs. Actual
January through December 2018

	Jan - Dec 18	Budget	\$ Over Budget	% of Budget
Education and Information	414.48	3,500.00	-3,085.52	11.8%
Employee Education and Training	2,566.01	3,000.00	-433.99	85.5%
Employee Expenses	380.94	2,000.00	-1,619.06	19.0%
Employee Mileage	622.40	2,000.00	-1,377.60	31.1%
Equipment Maintenance	0.00	1,500.00	-1,500.00	0.0%
Fees and Dues	7,257.13	14,000.00	-6,742.87	51.8%
Insurance Expenses	6,060.00	10,000.00	-3,940.00	60.6%
Internet Expense	851.40	1,300.00	-448.60	65.5%
Misc. Charges for Services	10.00	850.00	-840.00	1.2%
Postage	383.59	700.00	-316.41	54.8%
Professional Expenses				
Audit Fees	3,720.00	10,000.00	-6,280.00	37.2%
Professional Expenses - Other	0.00	3,000.00	-3,000.00	0.0%
Total Professional Expenses	3,720.00	13,000.00	-9,280.00	28.6%
Subs. and Pubs.	992.91	800.00	192.91	124.1%
Supervisor's Expenses	1,214.26	2,000.00	-785.74	60.7%
Supervisor's Mileage	2,631.08	4,664.53	-2,033.45	56.4%
Telephone Expense	1,501.40	1,600.00	-98.60	93.8%
Vehicle Expenses				
GMC Vehicle Expense	1,482.65	3,500.00	-2,017.35	42.4%
Hyundia Tucson Vehicle Expense	829.29			
Total Vehicle Expenses	2,311.94	3,500.00	-1,188.06	66.1%
Total Other Services and Charges	43,048.00	81,914.53	-38,866.53	52.6%
Personnel Services				
Employee Salary Permanent	201,942.02	208,726.92	-6,784.90	96.7%
Employer HSA contributions	9,000.00			
Employer Life and Health				
66000 - Payroll Expenses	54,268.74			
Employer Life and Health - Other	2,001.32	47,918.88	-45,917.56	4.2%
Total Employer Life and Health	56,270.06	47,918.88	8,351.18	117.4%
Employer Share FICA	13,411.51	12,941.07	470.44	103.6%
Employer Share Medicare	3,201.98	3,026.54	175.44	105.8%
Employer Share PERA				
Payroll Expense	-341.90			
Employer Share PERA - Other	15,324.30	15,654.52	-330.22	97.9%
Total Employer Share PERA	14,982.40	15,654.52	-672.12	95.7%
Supervisor's Compensation	0.00	12,000.00	-12,000.00	0.0%
Total Personnel Services	298,807.97	300,267.93	-1,459.96	99.5%
Supplies				
Field Supplies	-162.50			
Office Supplies	1,338.45			
Total Supplies	1,175.95			
Total District Operations	343,031.92	382,182.46	-39,150.54	89.8%
PRAP	1,500.00			
Project Expenditures				
District				
Envirothon	175.00			
Plat Book Expense	2,032.95			
Tree Expense	8,407.70	13,700.00	-5,292.30	61.4%
Total District	10,615.65	13,700.00	-3,084.35	77.5%
Federal				
319 Feedlot Fix	0.00	30,000.00	-30,000.00	0.0%
Total Federal	0.00	30,000.00	-30,000.00	0.0%
State				
Ag Certainty Expense	362.48			
AgCertainty Promotion Expense	1,512.00			
AIS	416.77			
CWMA Expenses	2,130.00			
CWMA Payment	4,000.00	7,500.00	-3,500.00	53.3%
FY16 Capacity Funding	16,556.44			
FY17 Capacity Funding	4,000.00	30,000.00	-26,000.00	13.3%
FY18 Buffer Cost Share	828.95			
FY18 Capacity Funding	2,350.00			
FY18 CREP	18.00			
FY18 CWMA	418.97	7,500.00	-7,081.03	5.6%
FY18 MDA Weed Grant	7,331.30			
LWM NRBG	741.42			
NRBG WCA-Wabasha SWCD	729.94			
NRBG WCA -Fillmore Billable Sha	745.85			
RCPP	108,732.69	122,440.19	-13,707.50	88.8%
State Cost Share Proj. Expense				
FY17 State Cost Share	4,049.18			
State Cost Share Proj. Expense - Other	0.00	23,839.60	-23,839.60	0.0%
Total State Cost Share Proj. Expense	4,049.18	23,839.60	-19,790.42	17.0%
Total State	154,923.99	191,279.79	-36,355.80	81.0%

Wabasha Soil and Water Conservation District
Profit & Loss Budget vs. Actual
January through December 2018

	Jan - Dec 18	Budget	\$ Over Budget	% of Budget
Total Project Expenditures	165,539.64	234,979.79	-69,440.15	70.4%
zzJM Clearing Account	0.35			
66900 · Reconciliation Discrepancies	-2.43			
Total Expense	510,069.48	617,162.25	-107,092.77	82.6%
Net Ordinary Income	40,641.19	3,570.94	37,070.25	1,138.1%
Other Income/Expense				
Other Income				
Interest Income				
Interest Earnings MM's	6,811.26	400.00	6,411.26	1,702.8%
Total Interest Income	6,811.26	400.00	6,411.26	1,702.8%
Total Other Income	6,811.26	400.00	6,411.26	1,702.8%
Other Expense				
Cash Short/Over	0.00			
Total Other Expense	0.00			
Net Other Income	6,811.26	400.00	6,411.26	1,702.8%
Net Income	<u>47,452.45</u>	<u>3,970.94</u>	<u>43,481.51</u>	<u>1,195.0%</u>

Wabasha Soil and Water Conservation District

Balance Sheet

02/21/19

As of December 31, 2018

Accrual Basis

Dec 31, 18

ASSETS

Current Assets

Checking/Savings

Money Market- Bank of Alma	99,999.12
Money Market WNB Financial	47,357.88
Peoples State Bank Money Market	505,611.63
Petty Cash	56.88
WNB Financial	22,069.94

Total Checking/Savings 675,095.45

Accounts Receivable

 11000 · Accounts Receivable 9,990.64

Total Accounts Receivable 9,990.64

Total Current Assets 685,086.09

Fixed Assets

15000 · Furniture and Equipment

Computer	4,369.00
Laptops for Distrct 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 -76,512.47

Total Fixed Assets 36,877.44

Other Assets

Prepaid Items

Prepaid Rent	864.13
Prepaid Tree Inventory	286.42

Total Prepaid Items 1,150.55

Total Other Assets 1,150.55

TOTAL ASSETS 723,114.08

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

 20000 · Accounts Payable 4,950.62

Total Accounts Payable 4,950.62

Other Current Liabilities

Accrued Salaries Payable

 Deferred Revenue 2,913.34

AIS

 119,021.28

 FY17 Capacity 21,575.58

 FY17 Cost Share 8,271.62

 FY17 RCPP 38,627.30

 FY18 AgCertainty Promotion 664.28

 FY18 Buffer Implementation 2,324.34

 FY18 Buffer Initiative 4,806.19

 FY18 Capacity 29,262.38

 FY18 Cost Share 12,320.80

 FY18 CWMA 12,257.02

 FY18 MDA Weed Grant 5,815.15

 FY18 WCA 573.48

 FY19 Buffer Initiative 20,000.00

 FY19 Capacity 100,000.00

 FY19 Conservation Delivery 19,619.00

 FY19 Cost Share 15,401.00

 FY19 LWM 14,177.00

 FY19 WCA 12,118.00

Total Deferred Revenue 436,834.42

Wabasha Soil and Water Conservation District

Balance Sheet

02/21/19

As of December 31, 2018

Accrual Basis

	Dec 31, 18
Deposit on Tree Sales	1,819.00
Due to Other Governments	-553.00
Employee Benefits Liabilities	2,747.56
24000 · Payroll Liabilities	3,105.13
25500 · Sales Tax Payable	934.81
Total Other Current Liabilities	447,801.26
Total Current Liabilities	452,751.88
Total Liabilities	452,751.88
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	150,139.93
Net Income	2,848.54
Total Equity	270,362.20
TOTAL LIABILITIES & EQUITY	<u>723,114.08</u>

Wabasha Soil and Water Conservation District
Profit & Loss
 January 2019

	Jan 19
Ordinary Income/Expense	
Income	
Charges for Services	
Tree Sales	-0.01
Total Charges for Services	-0.01
Intergovernmental Revenues	
County	
County Levy	7,484.44
County Regular Allocation	1,595.78
Total County	9,080.22
State	
FY18 CREP	606.00
State - Other	2,091.29
Total State	2,697.29
Total Intergovernmental Revenues	11,777.51
Total Income	11,777.50
Gross Profit	11,777.50
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	100.00
Building Rent	864.13
Conferences and Conventions	339.50
Employee Mileage	35.38
Fees and Dues	4,546.70
Insurance Expenses	2,664.00
Internet Expense	70.95
Misc. Charges for Services	
Volunteer Nitrate Monitoring	13.65
Total Misc. Charges for Services	13.65
Postage	1.63
Professional Expenses	
Audit Fees	250.00
Total Professional Expenses	250.00
Telephone Expense	123.09
Vehicle Expenses	
Hyundia Tucson Vehicle Expense	33.00
Total Vehicle Expenses	33.00
Total Other Services and Charges	9,042.03
Personnel Services	
Employee Salary Permanent	10,439.35
Employer HSA contributions	9,000.00
Employer Life and Health	
66000 · Payroll Expenses	4,836.94
Employer Life and Health - Other	-1,646.32
Total Employer Life and Health	3,190.62
Employer Share FICA	741.10
Employer Share Medicare	173.32
Employer Share PERA	895.52
Unemployment Expense	139.38
Worker's Comp Insurance	2,389.00
Total Personnel Services	26,968.29
Supplies	

Wabasha Soil and Water Conservation District
Profit & Loss
January 2019

	Jan 19
Office Supplies	861.93
Total Supplies	861.93
Total District Operations	36,872.25
Project Expenditures	
State	
AgCertainty Promotion Expense	744.00
FY18 CWMA	1,100.00
LWM NRBG	9.56
Total State	1,853.56
Total Project Expenditures	1,853.56
Total Expense	38,725.81
Net Ordinary Income	-26,948.31
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	768.99
Total Interest Income	768.99
Total Other Income	768.99
Net Other Income	768.99
Net Income	<u>-26,179.32</u>

Wabasha Soil and Water Conservation District

02/21/19

Cash Balances

Accrual Basis

As of January 31, 2019

	Jan 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	100,660.34
Money Market WNB Financial	22,363.10
Peoples State Bank Money Market	506,320.18
Petty Cash	55.25
WNB Financial	12,178.18
Total Checking/Savings	641,577.05
Total Current Assets	641,577.05
TOTAL ASSETS	641,577.05
LIABILITIES & EQUITY	0.00

Staff Reports to the Board

Feb 28, 2019

Jen

Wetland Conversation Act (WCA) – Fillmore County – Phone conference Technical Evaluation Panel (TEP) meeting. Received 1 joint application, issued Notice of Application (NOA); reviewed 2 MN Permitting and Reporting System (MPARS) for fishing pier and a temporary structure. Wabasha County – 2 MPARS permit; followed up with report of potential violation

Conservation Reserve Enhancement Program/Reinvest in MN (CREP/RIM) – Working with 1 landowner to look check eligibility

Nat'l Fish & Wildlife Federation (NFWF) – Conservation planning; presented at the Driftless Symposium

Cooperative Weed Management Area (CWMA) – No activity this month but Wabasha County was noted 2 times in a newsletter by MDA for projects/surveys/treatments conducted in 2018.

MN Dept of Ag (MDA) – Lining up projects with CCM/MDA to complete grant contract. Currently there will be treatment on tansy along Cold Spring Brook, treatment of poison hemlock along West Indian Creek and treatment of oriental bittersweet on private property.

Local Water Mgmt (LWM) – Forestry Day, 35-40 participants. Tough weather, nice venue, good presentations. Tree sales. Have about 2,000 trees remaining. Coordinated conservation cube schedule with schools.

Bill

- Finished entering the old projects into the new database
- We've had a few people stop in that are interested in waterways and grade staves so I've been working on the preliminary work
- I've been designing various structures and waterways
- Starting to get the hang of designing structures in CAD and I'm looking forward to seeing the finished product
- Attended one day of the Driftless Symposium and heard some good talks of what others are doing in the area and met a few new contacts
- Attended a drainage tile and saturated buffer training in Oronoco
- Assisted Phillis with EQIP projects so that she can get them submitted by the deadline

- Christian was here giving us some toolkit training that will help things go smoother with the federal system
- Visited a few schools and to talk about the Envirothon and handed out some information

Dennis

Wrapped up the year-end reporting for 2018.

Finalized the books for 2018 by matching out the deferred revenue to Terri's program record. Worked on preparing a set of financials to be submitted to BWSR for 2018 once we have selected an auditor for 2018's records.

Entered tree orders. Payroll. Entered the budget into QB. Reconciled accounts. Printed reports for Terri.

Helped Phillis look for information on apiaries for a client to put in pollinator habitat.



Drone Training Proposal

Drone Pilot Ground School is an online test prep course for commercial drone pilots looking to pass the FAA Aeronautical Knowledge Test for a Remote Pilot Certificate. This course will be utilized to provide Mitchell with necessary education and training in the pursuit of utilizing a drone for district use.

If approved to cover the training cost and testing fee, Mitchell is prepared to study the course material outside normal working hours to utilize best time management. Upon completion of the online training material, Mitchell will schedule and complete an FAA Aeronautical Knowledge Test to obtain a Remote Pilot Certificate.

What's Included?

- **Everything you need to pass the test.** Our course covers all 120+ knowledge concepts across 65+ video-based lectures that the FAA requires drone pilots to learn in the UAS Airman Certification Standards
- **Bonus lectures with practical flight knowledge.** Our flight proficiency lecture demonstrates flight sequences for the beginning sUAS operator. You also get a pre-flight checklist and guides on how to conduct airspace research and how to apply for airspace authorization and waivers.
- **Plus, bonus lectures on business operations.** Learn from a drone lawyer and other industry professionals about how they approach important legal, marketing, insurance and business considerations.

<https://www.dronepilotgroundschool.com/>

COURSE ENROLLMENT COST \$300

TESTING FEE \$150

TOTAL TRAINING PROPOSAL COST = \$450

Resolution 02282019-1

**Resolution to Approve the Amended
Whitewater Joint Powers Agreement**

WHEREAS, Wabasha County Soil and Water Conservation District is a member in good standing of the Whitewater Joint Powers Board, and

WHEREAS, the original agreement was a Cooperative Agreement between Winona County, Olmsted and Wabasha County Soil and Water Conservation Districts adopted in 1987, and

WHEREAS, the original agreement was amended in 1989 to include the Boards of Commissioners from Olmsted, Wabasha and Winona Counties, and

WHEREAS, the Whitewater Joint Powers Board currently operates under an agreement that was amended May 9, 1995, and

WHEREAS, The Whitewater Joint Powers Board requested an update to the 1995 amendment to include clarification of duty descriptions and an attachment with Board-approved operating procedures, and

WHEREAS, the Whitewater Joint Powers Board reviewed and approved the proposed amendment to the agreement at their December 20, 2018 meeting, and

WHEREAS, a copy of the amendment to the Agreement is attached hereto as Exhibit A,

NOW, THEREFORE, BE IT RESOLVED, that the Wabasha County Soil and Water Conservation District Supervisors approve the amendment to the Whitewater Joint Powers Agreement.

Adopted at Wabasha, Minnesota, this 28th day of February 2019.

WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Board Chair

WHITEWATER JOINT POWERS BOARD AGREEMENT

THIS AGREEMENT is an amendment to the Joint Powers Agreement signed May 9, 1995 between the counties of Olmsted, Wabasha, and Winona, Minnesota.

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and among the Boards of Commissioners of the following Counties of the State of Minnesota: Olmsted, Wabasha and Winona (hereinafter referred to as participating county boards), and entered into by and among the Soil and Water Conservation Districts of the following Districts of the State of Minnesota: Olmsted, Wabasha, and Winona (hereinafter referred to as participating districts), pursuant to Minnesota Statute Section 471.59, as follows:

WHEREAS, Minnesota Statutes Sections 471.59 authorizes governmental units to jointly and cooperatively exercise any powers common to the contracting parties, and

WHEREAS, Minnesota Statutes authorizes boards of county commissioners to initiate projects for soil and water conservation, and

WHEREAS, the participating county boards and districts desire to improve the Whitewater Watershed

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, and pursuant to the foregoing, the participating counties and districts do hereby establish a Whitewater Joint Powers Board having the composition, powers, and duties provided in this agreement as follows:

I. WHITEWATER JOINT POWERS BOARD

A. Composition

The Joint Powers Board shall have the following composition: One county commissioner and one district supervisor appointed by each participating County and Soil and Water Conservation District (SWCD). The Joint Powers Board members' terms shall continue solely at the discretion of each board.

B. Mission

The Whitewater Joint Powers Board exists to carry forward the Whitewater River Watershed Project's mission. That mission being to continue to nurture a land stewardship ethic amongst those that live, work, and recreate in the watershed. The project will focus on improving water quality, reducing sedimentation and flooding, and improving plant and animal habitat. The

project will accomplish this mission by developing a partnership among watershed citizens, governmental agencies, environmental groups, and businesses. The Whitewater Joint Powers Board is the legal entity that oversees the activities and carries out the goals of the Whitewater River Watershed Project.

C. Powers

The Joint Powers Board shall possess all the powers and duties assigned by law to:

1. Receive and expend funds from any lawful source including any governmental or non-profit source, specifically including contributions from the respective participating counties;
2. Employ such staff as is necessary to carry out the purpose of this agreement, subject to the financial limitations imposed by law and this agreement;
3. Contract with an entity to provide services;

In addition to the above specified powers, the Whitewater Joint Powers Board shall have and exercise all powers which may be necessary to enable it to perform and carry out its duties and responsibilities to implement this agreement.

D. Operating Procedures

1. Voting Members: Each board member shall have one vote in the determination of all issues.
2. The Joint Powers Board may adopt operating procedures as it may determine from time to time, consistent with Minnesota Statutes Section 471.59 and Chapter 103B. Attachment A lists adopted operating procedures not included within this agreement.
3. Associate Members (All project participants other than Joint Powers Board members) may actively participate in the discussions, but they do not have a vote. Project participants include state and local agency/government staff, contracted consultants, volunteers and Whitewater Watershed stakeholders that are assisting with current JPB projects and grants.
4. Amendments: The operating procedures may be amended by a two-thirds (2/3) vote of the board members present at any regular Board meeting, provided the members receive not less than ten days prior written notice of the proposed amendment along with the time and place

of the meeting. No amendment shall, however, serve to reduce, minimize, or repeal provisions of the enabling statutory law.

5. Officers: The Board shall elect a Chair, Vice-Chair, Secretary/Treasurer, Alternate Secretary/Treasurer, and any other officers the Board deems necessary for the conduct of its affairs at the first Board meeting of the calendar year.
 - a. Term of Office. The Board can approve by a two-thirds (2/3) vote to elect new officers or keep the previous year's officers the same.
 - b. Vacancies. If for any reason the Chair's office is vacated, the Vice-Chair shall serve for the remainder of the unexpired term. If a vacancy occurs in the office of Vice-Chair, the Board shall elect a replacement to serve for the remainder of the unexpired term. If a vacancy occurs in the Secretary/Treasurer position, the Alternate Secretary/Treasurer shall serve for the remainder of the unexpired term. If a vacancy occurs in the office of the Alternate Secretary/Treasurer position, the Board shall elect a replacement to serve for the remainder of the unexpired term.
6. Duties.
 - a. Chair. The Chair shall preside at all Board meetings, shall sign all contracts approved by the Board, shall appoint all standing committees and ad hoc task forces, and perform such other duties that pertain to the office. The Chair shall have the authority to delegate any identified duty to any other person.
 - b. Vice-Chair. The Vice-Chair shall assume the Chair's responsibilities in the Chair's absence and perform such other duties as may be assigned by the Chair.
 - c. Secretary/Treasurer. The Secretary/Treasurer shall review and sign approved minutes of Board meetings and financial reconciliation documents, and perform such other duties as may be assigned by the Chair. The Alternate Secretary/Treasurer shall assume the Secretary/Treasurer's responsibilities in the absence of the Secretary/Treasurer.
 - d. Watershed Coordinator. The Watershed Coordinator shall compile meeting minutes, agendas, maintain record files, read correspondence, send meeting notices and pertinent information to the membership, and perform other duties as deemed necessary by the Board.
 - e. All Board Members. All Board members are responsible to:
 - 1) Regularly attend meetings of the Board and other assigned meetings;

- 2) Serve on sub-committees and task forces as requested by the Chair; and
- 3) Prepare for active participation in discussion and decision making by consulting with local constituencies and reviewing meeting materials

7. Meetings

- a. Time and Place: Regular meetings shall be held every other month on the third Thursday beginning with February. As needed, meetings may be called during the third Thursday of months that do not have regularly scheduled meetings. Special meetings may also be called by the Chair or a majority of the Board members. Written notice shall be sent to members advising them of the agenda, time, and location at least five business days prior to the meeting. All meetings are open to the public.
- b. Quorum: A quorum shall consist of a simple majority of the voting membership. Four (4) of the six (6) members shall represent a quorum.
- c. Conduct of Meeting: All meetings shall be conducted in accord with Robert's Rules of Order, unless waived by the board.
- d. Voting: Voting on any matter shall be by voice vote, except that any member of the Board can call for a roll call vote to be recorded on any issue. A motion is approved with a majority vote of the members present in a meeting. There shall be no voting by proxy and each member shall be entitled to one vote. The Chair shall be a voting member of the Board.

8. Finances

The Board shall prepare an annual budget. This budget is submitted on request to member boards. The Board shall have financial statements audited each year.

9. Contracts

The Board shall have the power to enter into a contract for services with any individual/entity necessary to carrying out the purposes of the Whitewater Joint Powers Board. The Board is authorized to develop a set of standards and procedures, which shall be followed by the contractor in fulfilling the objectives.

E. Termination

The participating county boards and districts may terminate and withdraw from the Agreement only on notice of an intention to terminate delivered to the other participating county boards and districts not less than 30 days before the

effective date of the termination and withdrawal. A county board and a district board from the same county can terminate and withdraw from this Agreement independent of the other. If funding for the projects to be carried out by the Whitewater Watershed Project on behalf of the Joint Powers Board terminates prematurely, the Whitewater Watershed Project shall be null and void 60 days after the effective date of such action. However, the Whitewater Joint Powers Board and this Agreement shall remain in existence until there is an affirmative vote to terminate existence by two-thirds (2/3) of the then-member Counties and Districts.

F. Disposal of Surplus Funds or Property Upon Termination

Upon termination of the Agreement, unexpended funds and surplus property shall be disposed of in a ratio consistent with each member's contributions.

G. Effective Date

The effective date of the 2019 Amendment to this Agreement shall be the earliest date when the county boards and districts of two or more member counties and districts adopt resolutions determining to adopt the Joint Powers Agreement.

H. Amendment

This Agreement may be amended by two-thirds (2/3) vote of the Boards of the member Counties and the Districts. Such amendments shall be effective on the earliest date when at least two or more member Counties or Districts approve resolutions adopting the amended Joint Powers Agreement.

I. General Provisions:

- a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
- b. **Indemnification:** Each respective party to this Agreement shall be liable for the acts of its respective officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other respective parties, their officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of each party that this Agreement does not create any liability

or exposure of one party for the acts or omissions of the other party pursuant to Minn. Stat. Section 471.59, Subd. 1a. (a).

- c. **Employee Status:** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. **Data Practices and Records Retention:** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms of this Agreement.
- e. **Timeliness:** The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

Adopted August 12, 1987

Amended June 6, 1989

Amended May 9, 1995

Amended _____, 2019

IN WITNESS WHEREOF, the participating county boards and districts, by resolution, have caused this Agreement to be executed by their respective officers. This Agreement may be executed by the member counties and districts in counterparts.

Olmsted Soil and Water
Conservation District
Steve Connelly, Chair

Olmsted County Board of Commissioners
James Bier, Chair

Date

Date

Attest: _____
Olmsted County Administrator,
Heidi Welsch

Wabasha Soil and Water Conservation
District
Terry Helbig, Chair

Date

Wabasha County Board of Commissioners
Don Springer, Chair

Date

Attest: _____
Wabasha County Interim Administrator,
Carolyn Holmsten

Winona County Soil and Water
Conservation District
Leo Speltz, Chair

Date

Winona County Board of Commissioners
Marie H. Kovesci, Chair

Date

Attest: _____
Winona County Administrator,
Kenneth J. Fritz

**Attachment A
to the
Whitewater Joint Powers Board Agreement**

The following are operating procedures adopted by the Whitewater Joint Powers Board are not specifically addressed within the Whitewater Joint Powers Board Agreement.

Financial Procedures:

Payment requests will be signed at Board meetings; approved February 18, 1999.

Two signatures are required on checks. Signatories are designated Board members and the Coordinator is an alternate; approved July 19, 2007. Two signatures are required for general banking and three signatures for borrowing money; approved August 11, 2011.

Payments for shared coordinator position will be processed through Winona County payroll; approved March 28, 2011.

With agreement between the Whitewater Joint Powers Board and Winona County for shared services of the Water Planner position, the Board does not have employees. The Board will carry minimum Workers Compensation Coverage; approved April 12, 2012.

Meeting Management:

For future reference, Board meetings are recorded; approved November 20, 1997.

Whitewater Joint Powers Board members sign a conflict of interest statement when appointed to the Board; approved by consensus September 8, 2011.

In the absence of the Board Chair, the Vice Chair is able to sign checks and other necessary paperwork; approved February 15, 2018.

Business Location:

The Whitewater JPB office is located at Winona Soil and Water Conservation District office and payment made through rental agreement; approved December 17, 1998.

End of Attachment A to Whitewater Joint Powers Board Agreement

Whitewater Joint Powers Board Chair

Date

Amended: _____, 2019

PLAN NOW

to Attend 2019 MCIT Training Seminars
MCIT's training events are specifically designed to focus on loss leaders. Each session delivers practical ideas members can apply to their operations to reduce claims. Mark your calendars now and watch for registration information and more details throughout 2019.

Managing Law Enforcement Liability Risks

May 22, Best Western Kelly Inn, St. Cloud
As law enforcement operations are under increasing scrutiny, it is important for sheriffs to take steps to reduce risk exposures. This training event discusses several liability and risk management concerns unique to law enforcement, drawing on members' questions, claim trends, legal developments and emerging issues. Sessions discuss risks and provide practical recommendations about how to minimize them. This session is presented in collaboration with the Minnesota Sheriffs' Association.

Managing the Human Resource

June 19-20, Holiday Inn, St. Cloud
This popular two-day seminar explores topics related to the risks employees pose to a public employer and how to manage them. The sessions include in-depth discussions of hot-button topics and case law updates. The seminar covers:

- Hiring, including Veterans Preference Act, reference checks, do's and don'ts of interviews, and more
- Personnel policies
- Employee orientation
- Laws related to data
- Fair Labor Standards Act
- Employee rights, including FMLA, ADA, USERRA, nondiscrimination
- Performance evaluations, discipline and discharge

Responsible Authorities Training for Data Practices

Summer (tentative,) Location TBD
MCIT is exploring options for a seminar focused on the unique responsibilities and duties of responsible authorities and designees under the Minnesota Government Data Practices Act. This training may include sessions on developing data access and security policies and procedures; responding to MGDPA requests and accuracy and completeness challenges; and working with elected officials and staff to ensure MGDPA compliance.

County Board Meetings: Open Meeting Law, Data Practices and Managing Conflict

Aug. 8, MCIT Building, St. Paul
Co-sponsored by the Association of Minnesota Counties and MCIT, this seminar is specifically developed for county commissioners to give them knowledge and skills they need to serve the public while complying with laws and managing various risks. The seminar uses scenarios and work groups, giving participants the opportunity to practice applying techniques to the real world of county government. Specifically, "County Board Meetings" discusses:

- Minnesota Open Meeting Law
- Minnesota Government Data Practices Act
- Managing conflict during board meetings

This seminar is designed for county commissioners. Newly elected commissioners are particularly encouraged to attend.

Regional Risk Management Workshops

Sept. 11, Country Inn and Suites, Mankato
Sept. 18, Holiday Inn Express, Bemidji
Sept. 19, Best Western Kelly Inn, St. Cloud
Sessions address a variety of risk management challenges facing members. Each presentation is designed to enhance existing operations and help develop best practices and policies that improve members' risk management efforts. Tentative topics relate to governance (e.g., data practices, Open Meeting Law), employment (e.g., performance management, employee leaves), contract risk management and coverage.

Navigating Key Land Use Issues

Oct. 23, Best Western Kelly Inn, St. Cloud
Land use decisions are an important function of county government, but they do not come without controversy and must be made within existing law and rules. This seminar offers advice about many of the most pressing land use concerns and issues for Minnesota. This seminar is specifically designed for planning and zoning employees, county commissioners, boards of adjustment members, planning commission members and county attorneys.

Regional Workers' Compensation Workshops

Oct. 23, Holiday Inn Express, Bemidji
Oct. 24, Holiday Inn, St. Cloud
Oct. 30, Country Inn and Suites, Mankato
Understanding the workers' compensation process and what is required of the employer, employee and coverage provider can seem daunting. But it doesn't have to be. This workshop provides the information members need to know to ensure that the workers' compensation process runs smoothly for everyone involved. It also addresses how members can develop a successful program that allows injured/ill workers to remain working during and after recovery, benefiting both the employee and employer. Work-related post-traumatic stress disorder claims will also be discussed. Sessions provide best practices and practical tips that members can easily implement.

Proposal for Professional Services

~ Prepared for ~



Wabasha County SWCD

January 21, 2019

Prepared by

Monica Hauser

Partner

HAWKINS | ASH
Part of your business. Part of your life. **CPAs**



January 21, 2019

Dennis Stelling
Wabasha SWCD
611 Broadway Ave., Ste 10
Wabasha, MN 55981

Dear Dennis and members of the Audit Committee of Wabasha County SWCD:

Thank you for the opportunity to submit this proposal for the performance of the Wabasha County SWCD's annual financial audit for the fiscal year ending December 31, 2018.

The following information is intended to address the specific criteria in your Request for Proposal. Background information on Hawkins Ash CPAs is also included for your review.

We understand that a draft report, including a management letter or letter of findings will be delivered to the Office of State Auditor no later than October 31, 2019, with delivery of the final audit to the Office of the State Auditor and Board of Water and Soil Resources by December 31, 2019. We anticipate the majority of the work would be done in July-August, 2019.

Our commitment to nonprofit organizations began in 1956. Our founders were passionate about making a difference in our communities and believed we could have a positive impact by providing audit and tax services to nonprofit organizations in Minnesota and Wisconsin.

We currently employ over 140 people, including 17 partners among our nine locations. The review work for Wabasha County SWCD would be performed from our Rochester office.

The following individuals will be assigned to the audit of the Wabasha County SWCD.

Monica Hauser	Partner
Joe Nurmi	Manager
Anna Weinberger	Associate

Monica Hauser, CPA is the partner in charge of our La Crosse, Wisconsin office.

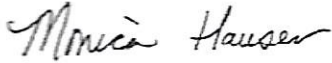
Our firm, its partners and professionals have no past or present affiliations and/or associations with Wabasha County SWCD and its Board of Directors, staff or partner agencies.

For additional information, please visit our website at www.hawkinsashcpas.com.

Thank you for considering our proposal. We are happy to meet and discuss any questions or concerns you may have.

Sincerely,

Hawkins Ash CPAs

A handwritten signature in cursive script that reads "Monica Hauser".

Monica Hauser, CPA
Partner

Overview of Hawkins Ash CPAs

*We are
committed
to providing
the Wabasha
County SWCD
outstanding
service.*

HAWKINS ASH CPAS originated as a result of the merging of the practice of Richard G. Hawkins and the partnership of James O. Ash and David D. Baptie for the purpose of providing accounting and general business services to their clients and expanding their client base.

From our beginning, Hawkins Ash CPAs has been perfecting the services we provide our clients. Client satisfaction has been, and remains, the core of everything we do. By providing timely, quality service, becoming a true partner, and looking out for their best interest, we strive to exceed our clients' expectations. We pride ourselves in being known as the "teaching auditors". If we find it necessary to make adjustments to a client's books, we will take the time to discuss them with their staff, and teach them the correct way to account for similar transactions in the future. If we identify inefficient procedures or control weaknesses, we will communicate those to our client, and offer suggestions for improvement.

Our mission is to provide outstanding service that keeps clients coming back.

OUR CLIENTS are nonprofits and privately held companies, and occupy all stages of development — from start-ups and family-run businesses to national corporations. They chose Hawkins Ash CPAs because of our depth of experience, comprehensive service offerings, and commitment to their success.

OUTSTANDING CLIENT SERVICE

When people are considering important decisions, they want to rely on someone they can trust. At Hawkins Ash, CPAs, we take client trust seriously. It is the cornerstone of our profession. Trust defines our integrity and our relationship. When we have trust, we become our clients' most valued advisors.

"Part of your business, Part of your life" is not just a framed mission statement we display on the wall. We practice our mission through striving to develop and nurture relationships that are proactive, helpful, responsive, knowledgeable, business focused, and valuable.

INDEPENDENCE, INTEGRITY, OBJECTIVITY

Professionalism in the accounting industry means independence, integrity, objectivity, and adherence to professional standards, laws, and regulations. This includes a will to maintain and improve the quality of professional services and to withstand pressures to compromise on principles, standards, and quality.

Hawkins Ash CPAs strives to provide a high level of service, to meet our obligations to the public, and to conform to the standards of our profession. Our internal policies and procedures provide reasonable assurance that every audit, tax, accounting, and management services engagement is completed in accordance with high standards.

Summary of Fees

Our fees are established at a level that enables us to attract and retain top quality personnel and provide them with state-of-the-art training, tools, and technology, in order to provide you with outstanding service.

Our audit fees will not exceed the following amounts:

Schedule of Fees

Service	2018
Audit of Financial Statements	\$7,500
Other	\$0.00
Total	\$7,500

If adjustments or client assistance out of the scope of the review is necessary, the services will be billed at the rates stated below:

Staff	\$ 70 – \$130
Senior Accountant/Manager	\$155 – \$175
Partner/Director	\$205 – \$300

Additional Assistance

We believe it is important for our clients to contact us with questions, problems, or concerns as they arise. When the matter is current, it is easily and more cost effectively resolved. Questions or issues of a routine nature are not billed to our clients. Conferences or consultations that require more than a brief phone call or e-mail may be billed at our firm's discretion, and communicated to the client.

January 18, 2019

Dennis Stelling
Wabasha County Soil and Water Conservation District
611 Broadway Ave, Suite 10
Wabasha, MN 55981

Dear Dennis:

We appreciate the opportunity to provide your Organization with an audit bid for the fiscal year ending December 31, 2018. The audit will be performed in accordance with all applicable audit standards.

We anticipate that one day of fieldwork will be required at your office. During this time and during completion of the audit, we will be happy to answer your questions and assist with policies and procedures at no additional cost.

Due to an increasing number of grants, it is taking additional time to reconcile Unearned Revenue. As a result, we will need to increase the audit fee to cover the additional time. The year-end audit fee will be \$3,200.

An engagement letter is enclosed for your review. If you accept our audit bid, please sign and return the engagement letter in the envelope provided. Thank you for contacting us and we look forward to hearing from you.

Sincerely,

Michael Peterson

Michael Peterson, CPA
Peterson Company Ltd

Dennis Stelling

From: Steve Salveson <s.salveson@smithschafer.com>
Sent: Saturday, January 26, 2019 3:41 PM
To: 'Dennis Stelling'
Subject: request for Audit price

Dennis:

Our price for the 2018 audit would be \$3,975.

Since everything is all set up now, it will go a lot faster and we should be able get a draft to the state and to the board in July.

Steve

Steve D. Salveson, CPA, CGMA
Principal
651-388-2858 | s.salveson@smithschafer.com
Consistent Service. Genuine Solutions.



AMENDMENT TO CONSERVATION PRACTICE ASSISTANCE CONTRACT

Organization Wabasha SWCD	Contract Number LMFR-17313RCP-1WAB	Amendment Number 1 Board meeting date: <u>2/28/19</u>	Amendment Type Date: <input type="checkbox"/> Amount: <input checked="" type="checkbox"/> Land Occupier: <input type="checkbox"/> Practice: <input type="checkbox"/> Other: <input type="checkbox"/>
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Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: 12/31/19 Original Contract Install Date: 12/31/19

Amended Contract Install Date (if applicable):

Original Total Amount Authorized: \$110,732.69 Amended Total Amount Authorized: \$189,428.13

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

IT IS AGREED THAT: Due to extra costs incurred because of weather delays, concrete contractor delays, and final EQIP payments being less than originally estimated, the SE Technical Joint Powers Board has approved (January 30, 2019 meeting) to fund the additional \$78,695.44 to meet the 90% cost share amount as planned through the Regional Conservation Partnership Program.

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

This amendment is to take effect on the date of the last signature hereto.

Date	Land Occupier <div style="text-align: center; font-size: 2em; font-family: cursive;">Stacy A. Miller</div> <div style="text-align: right; font-size: 1.2em;">2/19/19</div>
Date	Landowner, if different from applicant <div style="text-align: center; font-size: 2em; font-family: cursive;">[Signature]</div>



Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider DocuSigned by: <div style="text-align: center; font-size: 1.5em; font-family: cursive;">[Signature]</div>
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Organization Approval

Board Meeting Date	Authorized Signature
--------------------	----------------------

***Attach this form to the Conservation Practice Assistance Contract**

CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization Stacy Miller	Contract Number LMRF- 17313RCPP- 1WAB	Other federal or other state funds? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Amendment <input checked="" type="checkbox"/> Board meeting date(s): 1/24/19	Canceled <input type="checkbox"/> Board meeting date:
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Stacy Miller	Address 20984 575 th St	City/State Plainview, MN	Zip code 55964
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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 Highland	Township 109N	Range 11W	Section 25	1/4,1/4 SE,SE
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Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a **minimum of 15 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the organization technical representative.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the Natural Resources Conservation Service
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where practices covered by this contract have not been implemented by **12/31/2019** (date), 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 organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the organization technical representative.
4. Not accept cost-share funds, from state and federal sources that when combined are in excess of **90** percent of the total cost to establish the conservation practice.
5. To provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date <i>1/23/19</i>	Land Occupier <i>Stacy A. Mollen</i>
Date	Landowner, if different from applicant Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested: 313

Practice standards or eligible component(s) Waste Storage Facility, Diversions, Heavy Use Area Protection, Vegetative Treatment Area, Fencing, Critical Area Planting	Engineered Practice <input checked="" type="checkbox"/> yes or <input type="checkbox"/> no Ecological practice <input type="checkbox"/> yes or <input type="checkbox"/> no	Total Project Cost Estimate \$400,412.81
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Technical Assessment and Cost Estimate

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

Date	Technical Representative
------	--------------------------

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed the overall percent indicated in 4, above.

Amount	Program Name	Fiscal Year
\$110,732.69	Lower Mississippi River Feedlot RCPP	2017
\$78695.44	Lower Mississippi River Feedlot RCPP	2019

Board Meeting Date	Authorized Signature	Total Amount Authorized \$ 189,428.13
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Lower Mississippi River Feedlot RCPP State Cost Share Report 2017

Conservation District: WabashaProject ID: Stacy MillerRegistered Animal Units: 229Prepared By: Terri PetersSignature: Terri L. PetersDate: Amended 12/23/2019

Technical Assistance : Planning and Design Phase

Technical Service Provider (TSP)	NRCS TSP ID #	TSP Quote	TSP Actual Cost	Date Range of Work Performed
Chosen Valley Testing		\$2,185.00	\$2,185.00	3/28/17-4/21/17
Total:		\$2,185.00	\$2,185.00	
90%		\$1,966.50	\$1,966.50	

SWCD Staff Member	Estimated Hours	Billable Rate	Estimated Cost	Actual Hours	Billable Rate	Actual Cost	Date Range of Work Performed
			\$0.00			\$0.00	
Total:			\$0.00	Total:		\$0.00	
90%			\$0.00	90%		\$0.00	

Total Project Cost	EQIP Funding Estimate	BWSR Funding Request - Producer	BWSR Funding Request - SWCD	Total BWSR Funding Requested	Estimated Producer Expense
\$2,185.00		\$1,966.50	\$0.00	\$1,966.50	\$218.50

Actual EQIP Payment	Date Paid	Actual BWSR Payment - Producer	Actual BWSR Payment - SWCD	Total Actual BWSR Payments	Date Paid	Actual Producer Expense
		\$1,966.50	\$0.00	\$1,966.50		\$218.50

Technical Assistance : Construction Phase

Technical Service Provider (TSP)	NRCS TSP ID #	TSP Quote	TSP Actual Cost	Date Range of Work Performed
Total:		\$0.00	\$0.00	
90%		\$0.00	\$0.00	

SWCD Staff Member	Estimated Hours	Billable Rate	Estimated Cost	Actual Hours	Billable Rate	Actual Cost	Date Range of Work Performed
Drew Chirpich (original)	100.00	\$44.20	\$4,420.00			\$0.00	
District Tech. Staff			\$0.00	10.50	\$39.98	\$419.79	3/1/18 to 6/30/18
District Manager-TA			\$0.00	1.75	\$62.82	\$109.94	3/1/18 to 6/30/18
Mileage			\$0.00	66.00	\$0.55	\$35.97	3/1/18 to 6/30/18
Terri Peters			\$0.00	1.00	\$62.05	\$62.05	10/1/18 to 12/31/18
Bill Wayne			\$0.00	32.00	\$39.21	\$1,254.72	10/1/18 to 12/31/18
Mitchell Rigelman			\$0.00	2.00	\$39.21	\$78.42	10/1/18 to 12/31/18
Mileage			\$0.00	197.00	\$0.55	\$107.37	10/1/18 to 12/31/18
Total:			\$4,420.00	Total:		\$2,068.25	
90%			\$3,978.00	90%		\$1,861.43	

BWSR Funding Request - Producer	BWSR Funding Request - SWCD	Total BWSR Funding Requested	Estimated Producer Expense
\$0.00	\$3,978.00	\$3,978.00	\$0.00

Actual BWSR Payment - Producer	Actual BWSR Payment - SWCD	Total Actual BWSR Payments	Date Paid	Actual Producer Expense
\$0.00	\$1,861.43	\$1,861.43		\$0.00

Project Construction

Primary Practice	Project Cost Estimate	Alternative Cost Estimate	90% of Project Cost Estimate	EQIP Funding Estimate	BWSR Funding Request
Ag Waste Storage	\$400,412.81		\$360,371.53	\$170,943.40	\$189,428.13

Actual Project Cost	Actual EQIP Payment	Date Paid	Actual BWSR Payment	Date Paid	Landowner Expense
			\$0.00		\$0.00

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Stacy Miller Contract No.: LMF-17313RCP-1WAB

Address: 20984 575th St

City, State, Zip: Plainview, MN 55964

Total Amount

Authorized: \$189,428.13 % Approved: 90% (state) 90% (state & non-state)
 (from contract)

Item	Quantity	Unit	Unit Price	Cost
Waste Storage Facility Practice 313	1	1	\$359,312.81	\$359,312.81
See attached certification spreadsheet and invoices				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

PROJECT COST: **\$359,312.81**

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



Stacy A. Miller

 Payee Signature

2/19/19

 Date

PAYMENT AND CERTIFICATION INFORMATION

- A. Type of request (partial or final): Partial
- B. Total cost of practice to date: \$359,312.81
- C. Eligible amount (total cost x % approved): \$178,640.09 (state) \$323,381.52 (state & non-state)
- D. Total other state payment amount: _____
- E. Total non-state payment amount: \$144,741.43
- F. Total previous partial payments: \$108,732.69
- G. Maximum payment amount \$69,907.40

Amount Approved for This Voucher: **\$69,907.40**
 (cannot exceed Total Amount Authorized)

Technical Certification

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

DocuSigned by:

P. K. R...

Technical Assistance Provider
50C56B47C25748C...

2/19/2019

Date

Administrative Certification

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

Administrative Sign-off

Date



2019 ELIMINATION OF TARGET INVASIVE PLANT SPECIES



Plant Protection Division
625 Robert Street North
Saint Paul, MN 55155-2539

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-201-6000. TTY users can call the Minnesota Relay Service at 711. The MDA is an equal opportunity employer and provider.

PROJECT SUMMARY

The *Elimination of Target Invasive Plants* (ETIPS) project had a busy and productive year for 2018. The Minnesota Department of Agriculture (MDA) collaborated with agencies and private landowners to continue treatments on the following target species: black swallow-wort, Dalmatian toadflax, cutleaf and common teasels, Grecian foxglove, Japanese hops, brown and meadow knapweed, poison hemlock and Oriental bittersweet. The MDA hired two regional weed specialists based out of Duluth and Rochester to coordinate eradication efforts.

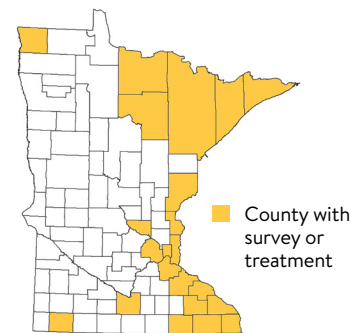
The ETIPS project is a formal partnership between the MDA, the University of Minnesota Extension (UMN Extension), the Conservation Corps Minnesota (CCM) and St. Croix River Association (SCRA), with the collaboration of numerous state and local entities and private landowners.

2018 OUTCOMES

COUNTY UPDATES

- ▶ Black swallow-wort was discovered in Carver and Chisago County.
- ▶ Brown knapweed was reported in Itasca and Pine County.
- ▶ Grecian Foxglove reported in Wabasha County in 2009 was no longer present and is considered eradicated. Monitoring efforts will continue.
- ▶ Meadow knapweed was reported in Itasca County.
- ▶ Poison hemlock was reported in Blue Earth and Chippewa County.

2018 Surveys and Treatments by County Supported by ETIPS



SURVEYS

- ▶ Collaborated with the Wabasha SWCD and CCM to perform a poison hemlock survey along West Indian Creek. As a result, 143 new reports were created and treatment is planned for spring 2019.
- ▶ Curt Olson from University of Minnesota Uninhabited Aerial Vehicles (UAV) Lab continued developing the use of UAVs for aerial image surveys of Oriental bittersweet in Winona County.
- ▶ Both MnDOT and the U.S. Forest Service monitored and treated Dalmatian toadflax infestations in Cook County.
- ▶ Landowners across the state continued to monitor and control infestations of various invasive species on their properties.

OUTREACH

The MDA held two “Weed ‘em Out” workshops in Duluth and Chaska in spring 2018. Two MDA staff assisted with the Duluth Collaborative Invasive Species Management Area’s public knotweed workshop in Duluth in August 2018. The MDA was present at Upper Midwest Invasive Species Conference in Rochester, MN in October 2018. The MDA worked with Fillmore and Houston County to send community notices about Japanese hops to landowners along the root river. UMN Extension developed noxious weed banners and 3D models for use at trainings and conferences.

TREATMENTS

- In 2017, the Minnesota Legislature approved funding for the Noxious Weed and Invasive Plant Grant which allows MDA to provide financial assistance to local units of government to address local noxious weed issues. Twenty-nine projects were awarded to work towards eradication of target species.
- MDA regional staff worked closely with MnDOT, DNR, and various agencies in Cook, Fillmore, Goodhue, Kittson, Mower, Olmsted, Pine, St. Louis, Washington and Winona counties to address infestations of Dalmatian toadflax, Grecian foxglove, poison hemlock, teasels, oriental bittersweet and knapweed species.
- CCM crews managed 11 target species. Treatment of these species will continue in 2019.

TREATMENT SUMMARY

Species	Surveys and Treatments
Black Swallow-wort	4 acres treated by Ramsey CWMA, 2 new sites found
Common and Cutleaf Teasel	489 acres surveyed and treated by DNR and the MDA, 4 new sites found.
Dalmatian Toadflax	18 acres treated, no new sites found
Grecian Foxglove	205 acres treated between July and November by Washington Conservation District and the MDA
Japanese Hops	1012 acres funded by the Environment and Natural Resources Trust Fund and multiple other sources.
Oriental Bittersweet	191 acres treated, 501 acres of new infestation reported in 2018 (252 reports)
Poison Hemlock	197 acres treated, 147 new reports in 2018 covering 6 acres
Diffuse, Brown and Meadow Knapweed	91 acres treated, 119 new reports in 2018 covering 170 acres

In 2018, there were 546 new target species reports for a total of 708 infested acres.

PLANS FOR 2019

We will continue our collaborative efforts to manage target invasive plants. Plans are in the works for continued treatment, surveys and monitoring. Our continuation proposal was not funded and our current grant will end on June 30, 2019. The MDA is seeking further funding from other sources. Without additional funding, our efforts will cease.

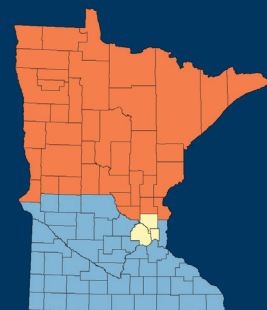
UPCOMING EVENTS

The MDA will be hosting two “Weed ‘em Out” trainings this spring, one in Mankato on April 30 and another in Bemidji on May 2. There are also two Japanese hops meetings scheduled for April 4th, 2019. Experts will be available at the Houston Community Center in Houston from 3PM-5PM, and MiEnergy Cooperative in Rushford from 6PM-8PM.



WEED TEAM STAFF

ETIPS ERADICATION DISTRICTS



- **Mari Hardel**
 Noxious Weed Eradication Specialist
 Northern MN
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www.mda.state.mn.us/plants-insects/noxious-and-invasive-weed-program