

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

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

**Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
February 24, 2022  
8:15 a.m.  
County Conference Room  
625 Jefferson Ave.**

**I. CALL MEETING TO ORDER –**

**II. PLEDGE ALLEGIANCE**

**III. AGENDA**

**IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

**V. CONSENT AGENDA -Board Action**

- A. Lars Polson voucher payment for Contract# 19-319FL-4 in the amount of \$49,753.89 for Small Feedlot Fix  
(Funding source – Federal 319 Small Feedlot Fix)  
(Note: LMFR-17RCPP-5WAB paid for some work \$109,973.16 and MAWQCP paid \$5,000.00)
- B. Houston Engineering Inc. Client/Owner Services Agreement with Wabasha Soil & Water Conservation District for Professional Services in connection with the Mississippi River Winona/La Crescent (WinLaC) Water-Side-Chats project through June 30, 2023. Estimated Fee \$9,400.00
- C. Eric Klein voucher payment for Contract# 19-319FL-2 in the amount of \$12,192.84 for 629 Waste Treatment  
(Funding source -- Federal 319 Small Feedlot Fix Grant \$11,461.89 and \$730.95 from 2018 Capacity) MAWQCP \$5,000.00 to bring to 75%

**VI. SECRETARY'S REPORT**

- A. January 27, 2022 Signed Meeting Minutes

**VII. TREASURER'S REPORT:**

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

**VIII. PAYMENT OF MONTHLY BILLS**

- A. Monthly Bills in the amount of \$94,661.04 - **Board Action**

**IX. DISTRICT REPORTS**

- A. Chair Report – Lynn Zabel
- B. County Commissioner – Bob Walkes

- C. District Manager Report – Terri Peters
- D. NRCS Report – John Benjamin (in packet)
- E. District Technician Report- Matt Kempinger (in packet)
- F. Natural Resources Conservation Technician Report – Henry Stelten
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)

**X. OLD BUSINESS**

- A. Conservation Project – Lynn
- B. Personnel Policy – **Board Discussion**
- C. State of MN Annual Plan Agreement between DNR and Wabasha SWCD for local coordination of private forest management (PFM) in Zumbro and Mississippi River-LaCrescent watersheds – **Board Action**  
(Agreement effective date March 1, 2022 and expiration date is June 30, 2022 with total obligation of the State to Contract for services is \$5,000.00)

**XI. NEW BUSINESS**

- A. “Know and Understand Your Election Options” Letter and Information from MASWCD and BWSR Executive Directors – **Board Discussion**
- B. Approve Contract for Services between Wabasha SWCD and Jennifer Wahls. Effective date November 4, 2021 for the use of Wabasha County Conservation Planning for Water Quality and Habitat Improvement NFWF Funds and January 5, 2022 for the West Indian Creek Watershed Restoration and Protection Project- **Board Action**  
(Contract expiration date 12-31-2022 or until all obligations have be fulfilled. Payment \$50.00 per hour with limit of \$8,000.00 for NFWF funds and \$25,000.00 West Indian Creek funds)
- C. Approve Stephen McNallan (McNallan Real Estate Co. LLC) Amendment # 1 to Contract# 18-Capacity-7 changing authorized amount from \$4,101.39 to \$7,367.07 – **Board Action**  
(Note: Total cost of project \$44,660.57, EQIP \$21,128.36, MAWQCP \$5,000.00, balance \$7,367.07 to get to 75%)
- D. Approve Voucher Payment for Stephen McNallan Contract# 18-Capacity-7 in the amount of \$7,367.07 for 410 Grade Stabilization Structure and 412 Grassed Waterway – **Board Action**  
(Funding Sources FY18 Capacity \$5,013.76, FY19 Capacity \$1,845.90, FY20 State Cost Share \$315.94, FY21 State Cost Share \$191.47)
- E. Unfunded Cooperative Agreement with NRCS – **Terri Discussion**
- F. Henry Stelten JAA Skills Matrix Worksheet – **Board Action/Signature**
- G. Approve replacement of Terri Peter’s federal computer – **Board Action**
- H. Upcoming Events
  - i. Area 7 SWCD Supervisors Meeting – March 1, 1:00 – 4:00 pm by Zoom or by phone 1-312-626-6799
  - ii. Tuesday, March 1, 7:30 pm Millville – Township Meeting
  - iii. March 3, 9:30 a.m. – Day 2 of Restoring the Driftless (online sign up required) (request link from Terri if interested)
  - iv. March 9 – Legislative Briefing in evening and working on scheduling visits for the 10<sup>th</sup> or 9<sup>th</sup> in the a.m.

- v. March 14 9:00 a.m. Regularly scheduled WinLac Policy committee meeting (2<sup>nd</sup> Monday of month)
- vi. Waterside Chats for WinLac scheduled: March 7 Garvin Brook, March 8 LaCrescent (hybrid session), March 14 Winona, March 24 Whitewater
- vii. March 10 - Understanding Soil Health – Dodge Center 9 am – 12 pm, St. Charles 2 pm to 5 pm (flyer attached)

**XII. Board Reports**

- A. Whitewater JPB – Lynn
- B. Zumbro 1W1P – Larry (alternate Dag)
- C. WinLaC 1W1P - Lynn
- D. SE SWCD Technical Support JPB - Larry
- E. County Board Meeting – Larry (alternate Sharleen)
- F. Hiawatha Valley RC&D – Lynn

**XIII. 2022 Work Planning Session**

**XIV. Adjourn – Board Action**

# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Lars Polson Contract No.: 19-319FL-4

Address: 30533 580th St

City, State, Zip: Millville, MN

Total Amount

Authorized: \$49,753.89 % Approved: N/A (state) 75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Mulholland/Herbst/Timm Contractors Expenses (see invoices)	1	job	\$73,490.43	\$73,490.43
Materials for Ground Gutter (see invoices)	1	job	\$3,574.86	\$3,574.86
Rock - Base for Slab (see invoice)	1	hr	\$4,592.88	\$4,592.88
County Concrete Invoice	1	Job	\$112,613.00	\$112,613.00
Choosen Valley Testing Invoice	1	Job	\$180.00	\$180.00
Milkhouse Waste Irrigation Invoice	1	Job	\$24,886.00	\$24,886.00
Zabel Seed Invoice	1	Job	\$298.90	\$298.90

PROJECT COST: **\$219,636.07**

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final

B. Total cost of practice to date: \$219,636.07

C. Eligible amount (total cost x % approved): \$49,753.89 (state) \$164,727.05 (state & non-state)

D. Total other state payment amount: \$0.00

E. Total non-state payment amount: \$114,973.16

F. Total previous partial payments: \$0.00

G. Pre-Construction Cover payment amount: \$0.00

H. Maximum payment amount: \$49,753.89

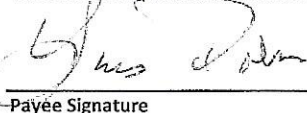
Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

**\$49,753.89**

(cannot exceed Total Amount Authorized)

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.

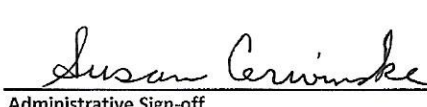
  
Payee Signature

1-21-2022  
Date

I certify that an inspection has been performed 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.

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.

  
Technical Assistance Provider

  
Administrative Sign-off

Date

1/24/22

Date

2/2/2022



## FEEDLOT VII COST-SHARE ASSISTANCE APPLICATION/CONTRACT

CONSERVATION DISTRICT

CONTRACT: 19-319FL-4

Wabasha County

### Applicant

Applicant	Address	City/State	Zip
Lars Polson	30533 580 <sup>th</sup> St	Millville, MN	55957

### Conservation Practice Location

Township Name	Township	Range	Section	¼
Oakwood	109N	12W	29	NW1/4

### Contract Information

I (we) the undersigned do hereby request cost-share assistance to help defray the cost of installing the following Small Feedlot Fix.

The project includes the following practices:

Manure Stacking Slab, Solid Settling Basin, Picket Fence, Vegetative Treatment Area, Clean Water Diversion, Ground Gutter, Re-grading, Critical Area Planting, Milk House Waste Treatment, Abandoning Noncompliant Manure Storage Pit

It is understood that:

1. The land occupier or landowner is responsible for the operation and maintenance of practices applied under this program to ensure that the conservation objective of the practice is met.
2. Costs covered through the Feedlot VII grant are for Implementation and Materials of the eligible practices.
3. **Cost Share: up to 75%**
4. All work completed under this program meets the guidelines set forth in the Feedlot VII grant.
5. Practices will be installed by 6/30/22 unless this contract is amended by mutual consent to reschedule the work and funding.
6. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the conservation district board as practical and reasonable.

A site inspection will be done by your CFO and the Professional Engineer, the PE will oversee construction; the CFO and Professional Engineer will sign off on completed construction.

Total Cost of Project \$219,636.07 Amount Requested \$49,753.89

Owner's Signature [Signature] Date 1-21-2022

PE Signature [Signature] Date 1/24/22

**Required MinnFarm Rating:**

Before Practice Installed: 3456 lb BODs/yr

After Practice Installed: 21 lb BODs/yr

Amount Authorized: \$49,753.89

SWCD Board Chair [Signature] Date 1-27-22

**Upon Completion of Construction:**

*I have reviewed the site where the above listed conservation practice(s) have been installed and have met the requirements outlined in the 319 Cost-Share for Small Feedlot Fixes grant.*

CFO \_\_\_\_\_ Date \_\_\_\_\_

SWCD Technician \_\_\_\_\_ Date \_\_\_\_\_

SWCD Board Chair \_\_\_\_\_ Date \_\_\_\_\_

PE Signature [Signature] Date 1/24/22



Houston Engineering, Inc.  
7550 Meridian Circle North  
Suite 120  
Maple Grove, MN 55369  
P: (763) 493-4522 | F: (763) 493-5572

## CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Mississippi River Winona La Crescent (WinLaC) Water-Side Chats  
HOUSTON JOB NO.: 8929-0001 HOUSTON PROJ. MGR.: Rachel Olm  
CLIENT/OWNER NAME: Wabasha Soil and Water Conservation District  
CLIENT/OWNER ADDRESS: 611 Broadway Ave., Suite 10, Wabasha, MN 55981  
CLIENT/OWNER PHONE NO.: (651) 560-2044 CLIENT/OWNER CONTACT: Terri Peters, District Manager

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 21st day of January, 2022, by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Wabasha Soil and Water Conservation District ("Client").

### Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as
- B. Mississippi River Winona La Crescent (WinLaC) Water-Side Chats ("Project").
- C. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 30<sup>th</sup> day of June, 2023, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ☒ ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
- ☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
- ☒ ATTACHMENT C - AMENDMENT TO GENERAL TERMS AND CONDITIONS
- ☒ ATTACHMENT D - 2022 FEE SCHEDULE
- ☐ FEE SCHEDULE - DATED \_\_\_\_\_.
- ☐ ALTA/NSPS LAND TITLE SURVEY RIDER

4. Compensation.

\$ \_\_\_\_\_ Lump Sum Fee - Based on the Services defined herein

\$ 9,400 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule

\$ \_\_\_\_\_ Percentage of Estimated Construction Cost

\$ \_\_\_\_\_ Other – \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
**Office Manager**

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

## ATTACHMENT A: SCOPE OF SERVICES

Houston Engineering, Inc. (HEI) understands that Wabasha Soil and Water Conservation District (SWCD) (“Client”) has entered into a contract with the Minnesota Pollution Control Agency (MPCA) to augment civic engagement as part of the WinLaC One Watershed, One Plan (1W1P). This Scope of Services is for facilitation services and project management services for supporting up to four (4) water-side chats with community members in the watershed.

### TASK 1: MEETING PROJECT MANAGEMENT SERVICES

As part of this task, HEI will prepare one PowerPoint presentation for each of the four water-side chats. HEI will not be responsible for developing any other new materials to support the water-side chats and will only supply existing materials already developed during the 1W1P planning process to Wabasha SWCD for distribution prior to and use during the water-side chats.

Prior to each water-side chat, HEI will attend one coordination call between Wabasha SWCD and Young Environmental, assumed one hour in length. HEI will also attend one coordination call following each water-side chat, assumed one hour in length. HEI will also attend one coordination call with the Client to create consistency between the water-side chats and the We Are Water exhibit.

#### Deliverables:

- Four WinLaC Water-side Chat Powerpoint presentations specific to each water-side chat, with one revision to each
- Four revised WinLaC Water-side Chat Powerpoint presentations
- One 1-hour call with Client and Young Environmental prior to each water-side chat
- One 1-hour call with Client and Young Environmental following each water-side chat
- One 1-hour call with Client to create consistency between water-side chats and We Are Water

#### Client Assumptions:

- Client will provide one uniform set of revisions to draft PowerPoint presentation
- Client will aggregate feedback and draft meeting outcome summaries in electronic format for each water-side chat for use in the plan
- For additional meetings that HEI and Young Environmental are not providing professional facilitation services, Client will aggregate feedback from each meeting into one combined document for discussion with HEI during one, one-hour phone call. Additional project management time for the preparation of these meeting is not included.

### TASK 2: MEETING FACILITATION SERVICES

This Scope of Services includes Young Environmental facilitation services for four (4) water-side chats, located within the WinLaC planning area. This Scope of Services includes preparation and travel time to and from each waterside chat, assumes time at each meeting is three hours, and assumes one staff from Young Environmental is present (Della Young). This Scope of Services also includes HEI Project Manager virtual attendance in one of the four water-side chats, also assumed three hours long.

#### Deliverables:

- Young Environmental facilitation for four in-person water-side chats
- HEI Project Manager attendance at one of the four water-side chats

#### Client Assumptions:

- Client is arranging meeting venue, scheduling, advertising, and refreshments

- Client is arranging technical services (i.e. Zoom) so one of the 4 water-side chats can be hybrid
- Client drafts and supplies printed meeting materials (agenda, sign – in sheets, signs, maps)

### Schedule

The estimated schedule dates assuming a notice to begin work by the Client no later than January 31, 2022 are as follows:

Task Description	Start Date	Completion Date
Task 1: Project Management Services	January 2022	April 2022
Task 2: Facilitation Services	February 2022	April 2022

### Proposed Budget

Task Description	Estimated Cost
Task 1: Project Management Services	\$3,400
Task 2: Facilitation Services	\$6,000
<i>Scope of Services Total</i>	<i>\$9,400</i>

### Compensation

HEI will perform the services identified above on a time and materials basis up to an amount of **\$9,400**. HEI shall not exceed this amount for the completion of tasks described within the portion of this Scope of Services titled Professional Services Agreement without prior written approval from the fiscal agent for the Partnership. HEI's fee schedule is included in **Attachment D**. HEI reserves the right to move dollars across tasks, while remaining within / below the total amount identified by this Agreement.



## **General Terms and Conditions**

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### **1. STANDARD OF CARE**

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

### **2. PAYMENT TERMS**

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

### **3. CHANGES OR DELAYS**

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

### **4. PAYMENT**

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

### **5. TERMINATION**

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

### **6. LIMITATION OF LIABILITY**

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

### **7. INSURANCE**

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

### **8. HAZARDOUS SUBSTANCES**

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

### **9. INDEMNIFICATION**

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

### **10. WARRANTY**

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

**11. PROJECT SITE**

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

**12. CONFIDENTIALITY**

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

**13. RE-USE OF DOCUMENTS**

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

**14. REMEDIES**

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

**15. PROPRIETARY DATA**

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

**16. GOVERNING LAW**

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

**17. DATA PRACTICES ACT REQUESTS**

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

**18. FORCE MAJURE**

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

**19. WAIVER OF JURY**

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

**20. NOTICES**

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served, sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

**21. MISCELLANEOUS**

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.





Houston Engineering, Inc.  
7550 Meridian Circle North  
Suite 120  
Maple Grove, MN 55369  
P: (763) 493-4522 | F: (763) 493-5572

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**Amendment to the General Terms and Conditions (“GC’s”), which are part of the Client/Owner Services Agreement (“Agreement”) dated January , 2022 , by and between Houston Engineering, Inc. (“Houston”) and Wabasha SWCD (“Client”).**

The following clauses are hereby incorporated and made a part of the Agreement, to either replace or supplement the terms thereof. In the event of any conflict or discrepancy between the terms of this Amendment and the terms of the GC’s, the terms of this Amendment shall control.

This Agreement and all rights and obligations hereunder may not be assigned without the written consent of the other party.

## **2. PAYMENT TERMS**

Invoices will be submitted periodically (monthly) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 60 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

## **3. CHANGES OR DELAYS**

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston’s judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving thirty (30) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

## **5. TERMINATION**

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the nondefaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

## **6. LIMITATION OF LIABILITY**

In no event shall Houston or its subcontractors be liable for incidental, indirect or consequential damages of any kind. Houston’s maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston and its subcontractors from any and all liability over and above the limitations set forth in this paragraph.

## **15. PROPRIETARY DATA**

Language removed.

## **16. GOVERNING LAW**

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of Minnesota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Clay County, Minnesota.

## **17. DATA PRACTICES ACT REQUESTS**

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws, in accordance with Minnesota Government Data Practices Act

## LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1<sup>st</sup> of each year (typically no more than 5%).

Category	2022 Rates	Category	2022 Rates	Category	2022 Rates
Engineering Intern	\$104	Technician Intern	\$91	Project Assistant 1	\$74
Engineer 1	126	Technician 1	104	Project Assistant 2	85
Engineer 2	133	Technician 2	111	Project Assistant 3	91
Engineer 3	140	Technician 3	119	Project Assistant 4	95
Engineer 4	146	Technician 4	126	Project Assistant 5	101
Engineer 5	156	Technician 5	133	Project Assistant 6	106
Engineer 6	166	Technician 6	140	Planner 1	\$146
Engineer 7	175	Technician 7	147	Planner 2	160
Engineer 8	184	Technician 8	155	Planner 3	174
Engineer 9	193	Technician 9	162	Planner 4	202
Engineer 10	202	Technician 10	170	Planner 5	212
Engineer 11	211	Technician 11	177	Land Surveyor 1	\$133
Engineer 12	221	GIS Intern	\$64	Land Surveyor 2	152
Engineer 13	230	GIS Analyst 1	99	Land Surveyor 3	168
Scientist 1	\$123	GIS Analyst 2	109	Land Surveyor 4	180
Scientist 2	133	GIS Analyst 3	119	Land Surveyor 5	202
Scientist 3	146	GIS Analyst 4	130	Land Surveyor 6	221
Scientist 4	157	GIS Analyst 5	140	CAD Technician 1	\$91
Scientist 5	167	GIS Analyst 6	150	CAD Technician 2	97
Scientist 6	196	Project Manager 1 – Technology	152	CAD Technician 3	104
Scientist 7	221	Project Manager 2 – Technology	168	CAD Technician 4	111
Hydrogeologist 1	\$133	Project Manager 3 – Technology	196	CAD Technician 5	119
Hydrogeologist 2	147	Software Engineer 1	\$115	CAD Technician 6	126
Hydrogeologist 3	167	Software Engineer 2	129	Drone Pilot	\$141
Hydrogeologist 4	208	Software Engineer 3	139	Drone Visual Observer	56
Hydrogeologist 5	221	Software Engineer 4	149	Landscape Architect 1	\$121
Senior Consultant 1	\$187	Software Engineer 5	160	Landscape Architect 2	131
Senior Consultant 2	233	Software Engineer 6	170	Landscape Architect 3	141
Senior Consultant 3	243	Computer Technician	\$161	Landscape Architect 4	151
Senior Consultant 4	252			Landscape Architect 5	161
Senior Consultant 5	262				

## SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2022 Rates	Category	2022 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$162/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$197/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$244/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$273/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Eric Klein Contract No.: 19-319FL-2

Address: 32250 690th St

City, State, Zip: Lake City, MN

Total Amount

Authorized: \$12,192.84 % Approved: 75% (state) 75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
10-29-21 Class 5 Rock	49.25	Tons	\$11.80	\$581.15
11-2-21 Cat 312E Excavator	2.5	Hrs	\$120.00	\$300.00
11-2-21 D6R XW	4	Hrs	\$170.00	\$680.00
11-3-21 Cat 312E Excavator	8	Hrs	\$120.00	\$960.00
11-3-21 D6R XW	2	Hrs	\$170.00	\$340.00
11-4-21 D6R XW	7	Hrs	\$170.00	\$1,190.00
11-5-21 2" Screened Rock	15.83	Tons	\$14.86	\$235.23
11-8-21 Cat 312E Excavator	2.0	Hrs	\$120.00	\$240.00
10/30-11/2 Concrete preparation	38.5	Hrs	\$50.00	\$1,925.00
11-3-21 Pour Concrete	9.0	Hrs	\$50.00	\$450.00
11-10-21 Seed and Mulch Labor	4.5	Hrs	\$50.00	\$225.00
11-10-21 Install PVC	7.0	Hrs	\$50.00	\$350.00
12-12-21 Install Picket Fence	6.0	Hrs	\$50.00	\$300.00
12-28-21 Install Pump	3.0	Hrs	\$50.00	\$150.00
46-0-0 Urea	80.0	Lbs	\$0.39	\$31.00
0-0-60 Potash	100.0	Lbs	\$0.34	\$34.25
0-46-0 Triple Phosphate	130.0	Lbs	\$0.40	\$51.35
Custom Spreading	0.5	Acr	\$14.00	\$7.00
Pasture Mix 4	1.0	Bag	\$111.00	\$111.00
3000 LP Holding Tank	1.0	Ea	\$3,545.00	\$3,545.00
4" Inlet	1.0	Ea	\$40.00	\$40.00
2'x3'x44" Riser	1.0	Ea	\$400.00	\$400.00
Als Sales Tax	1.0	Total	\$293.89	\$293.89
6206 Bearing	1.0	Ea	\$15.95	\$15.95
6207 Bearing	1.0	Ea	\$21.95	\$21.95
320C-250Volt Capacitor	2.0	Ea	\$27.65	\$55.30
Pump Repair Labor	1.0	Job	\$70.00	\$70.00
N Teck Stick Pump	1.0	Ea	\$6,133.00	\$6,133.00
Rebar Loop Ties	1.0	Ea	\$26.48	\$26.48
1HP Pump	1.0	Ea	\$619.00	\$619.00
1/2"x20' Rebar #4	40.0	Ea	\$10.58	\$423.20
Menards 11-6-21 Sales Tax	1.0	Total	\$78.82	\$78.82
9x3-1/8" GRK R4 240PK	1.0	Ea	\$30.98	\$30.98
5/16x4" GRK RSS 45PC	1.0	Ea	\$22.98	\$22.98
3" 45Deg PVC Elbow	4.0	Ea	\$3.79	\$15.16
4" PVC Coupling	10.0	Ea	\$2.84	\$28.40
3" PVC Coupling	2.0	Ea	\$1.89	\$3.78
4" 45DEG PVC Elbow	2.0	Ea	\$6.49	\$12.98
3" x 3" Flex Coupling	1.0	Ea	\$5.24	\$5.24
4" Mechanical Test Plug	1.0	Ea	\$4.99	\$4.99
2 3/4" -3 3/4" Hose Clam	2.0	Ea	\$1.47	\$2.94
4"-5" Hose Clamp	2.0	Ea	\$1.59	\$3.18
6"-7" Hose Clamp	2.0	Ea	\$2.28	\$4.56
8oz Purple Primer	1.0	Ea	\$4.89	\$4.89
4"x4" Flex Coupling	1.0	Ea	\$7.69	\$7.69
8oz Clear PVC Cement	1.0	Ea	\$4.19	\$4.19



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

3x10 Solid Core PVC Pipe	2.0	Ea	\$34.46	\$68.92
2x6-12 Green Treated	8.0	Ea	\$12.89	\$103.12
2x4-12 Green Treated	5.0	Ea	\$9.93	\$49.65
4x4-10 green treated	2.0	Ea	\$18.78	\$37.56
4x10 solid core PVC	10.0	Ea	\$43.99	\$439.90
Menards 11-6-21 Sales Tax	1.0	Total	\$62.77	\$62.77
4000# ext st gene lime 10%	9.0	Yd	\$125.00	\$1,125.00
Hot Water	9.0	Yd	\$6.00	\$54.00
Del Fuel Surcharge	1.0	Ea	\$10.00	\$10.00
4000# ext st gene lime 10%	9.0	Yd	\$125.00	\$1,125.00
Hot Water	9.0	Yd	\$6.00	\$54.00
Del Fuel Surcharge	1.0	Ea	\$10.00	\$10.00
Wabasha Sand, Gravel, & Ready Mix Sales Tax	1.0	Total	\$175.38	\$175.38

PROJECT COST: **\$23,350.83**

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):	Final
B. Total cost of practice to date:	\$23,350.83
C. Eligible amount (total cost x % approved):	<u>\$12,192.84</u> (state)      \$17,513.13 (state & non-state)
D. Total other state payment amount:	\$5,000.00 (MAWQCP)
E. Total non-state payment amount:	\$0.00
F. Total previous partial payments:	\$0.00
G. Pre-Construction Cover payment amount:	\$0.00
H. Maximum payment amount	\$12,229.97

Pre-Con. Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:  
(cannot exceed Total Amount Authorized)

**\$12,192.84**

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.

Erick Miller  
Payee Signature

2-22-2022  
Date

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.

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.

Pete R. Foy  
Technical Assistance Provider

Susan Gerwinke  
Administrative Sign-off

2/21/2022  
Date

2/22/2022  
Date

## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-319FL-2</b>	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract

### Applicant

Land Occupier Name <b>Eric Klein</b>	Address <b>32250 690th St</b>	City/State <b>Lake City, MN</b>	Zip Code <b>55041</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: <b>Mount Pleasant</b>	Township No: <b>111</b>	Range No.: <b>13</b>	Section No. <b>25</b>	<b>1/4, 1/4</b> <b>SE 1/4</b>
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### Contract Information

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

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

**USDA-NRCS Field Office Technical Guide - 629 Waste Treatment, USDA-NRCS National Engineering Handbook, State Feedlot Rules - Pollution Control Agency Chapter 7020**
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 12/31/2021, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.
8. In no case shall a conservation district provide cost-share assistance to a land occupier or landowner for the reapplication of a practice that was removed by the land occupier or landowner during its effective life without consent of the conservation district board or that failed due to improper maintenance. 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 conservation district technical representative. 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 or landowner who signed this contract to advise the new owner that this contract is in force.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.

5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date <b>5-26-2021</b>	Land Occupier <b>Eric Klein</b>
Date	Landowner, if different from applicant
	Address, if different from applicant information

#### Conservation Practice

The primary practice for which cost-share is requested is: **629 Waste Treatment**

Eligible Component Standards & Names  <b>629 Waste Treatment</b>	Engineered Practice <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <del>\$22,973.29</del> <b>\$22,923.79</b> MK 6-1-21
	Ecological Practice <input type="checkbox"/> YES <input type="checkbox"/> NO	

#### Technical Assessment and Cost Estimate

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

Date <b>5/26/2021</b>	Technical Assistance Provider <b>Pete R. Hays</b>
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#### Pre-Construction Cover

Is allowed when temporary cover is necessary for the future installation of structural conservation practices. A flat rate payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a state cost-share contract for the installation of structural practice(s).

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

#### Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
<del>\$743.32</del>	2018 Capacity	2018
<del>\$11,466.65</del>	Small Feedlot Fix - 319 Grant	2019

\$ 730.95  
\$ 11,461.89  
MK 6-1-21

Date <b>5/27/21</b>	Authorized Signature <b>Tom Helby</b>	Total Amount Authorized <del>\$12,229.97</del>
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**\$ 12,192.84**  
MK 6-1-21

9Please call office at 651-560-2053 or email [susan.cerwinske.wabashaswcd@gmail.com](mailto:susan.cerwinske.wabashaswcd@gmail.com) if you have any questions on attending physically or by phone.

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

**Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
January 27, 2022  
8:15 a.m.  
County Conference Room  
625 Jefferson Ave.**

- I. **CALL MEETING TO ORDER** – *Lynn Zabel, Chair called meeting to order at 8:15 am*  
*Supervisors present: Lynn Zabel, Chair, Chet Ross, Co-Chair, Larry Theismann, Secretary, Sharleen Klennert, Treasurer, Dag Knudsen, member*  
*Staff Present: Terri Peters, District Manager*  
*Present by phone: Bob Walkes, County Commissioner, Brian DeVetter, NRCS and John Benjamin, NRCS, Sue Cerwinske, Bookkeeper/Admin. Asst.*  
*Others: Frank Klennert, Citizen*
- II. **PLEDGE ALLEGIANCE**
- III. **AGENDA**  
*Motioned by Theismann and seconded by Klennert to approve the Agenda.*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- IV. **PUBLIC COMMENTS**  
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
  - A. Fillmore SWCD MAWQCP additional \$2,500.00 funds with contract date of 01/01/2022 to 12/31/2022
  - B. Freeborn SWCD MAWQCP additional \$2,500.00 funds with contract date of 01/01/2022 to 12/31/2022
  - C. Olmsted SWCD MAWQCP additional \$2,500.00 funds with contract date of 01/01/2022 to 12/31/2022
  - D. Rice SWCD MAWQCP additional \$2,500.00 funds with contract date of 01/01/2022 to 12/31/2022
  - E. Root River SWCD MAWQCP additional \$2,500.00 funds with contract date of 01/01/2022 to 12/31/2022
  - F. Joint Powers Agreement between the State of Minnesota acting through its Commissioner of the Minnesota Pollution Control Agency and Wabasha Soil and Water Conservation District for the Mississippi River – Winona & La Crescent (WInLaC) Prioritization & Public Outreach Project



- G. Attachment A – Work Plan for the Mississippi River – Winona & La Crescent (WInLaC) Prioritization & Public Outreach Project
- H. Approve John Dose voucher payment for Contract# 19-Capacity-3 in the amount of \$660.00 for 340 Cover Crops (final payment)  
(Funding source FY19 Capacity)
- I. Approve Ted Mehrkens voucher payment for Contract# 19-DWP-CC-7 in the amount of \$900.00 340 Cover Crops (1<sup>st</sup> payment)  
(Funding source FY19 Drinking Water Protection SE MN)
- J. Approve Lars Polson voucher payment for Contract# LMFR-17RCPP-5WAB in the amount of \$109,973.16 for Feedlot Fix  
(Funding source Lower Mississippi River Feedlot Mgmt in MN – 2017)

***Discussion on Letter J. Lars Polson project***

***Motioned by Theismann and seconded by Ross to approve the Consent Agenda***

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

***Opposed: None***

***Motion Carried***

**VI. SECRETARY'S REPORT**

- A. December 16, 2021 Meeting Minutes-Board Action

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

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

***Opposed: None***

***Motion Carried***

**VII. TREASURER'S REPORT:**

- A. District Financial Statements-Board Action

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

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

***Opposed: None***

***Motion Carried***

**VIII. PAYMENT OF MONTHLY BILLS**

- A. Monthly Bills in the amount of \$277,645.65 -Board Action

***Motioned by Theismann and seconded by Klennert to approve payment of the monthly bills in the amount \$277,645.65.***

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

***Opposed: None***

***Motion Carried***

**Motioned by Klennert and seconded by Ross to have Sue complete the minutes for the January 27<sup>th</sup>, 2022 meeting and email to all Supervisors to look over, comment, add or change if needed. When corrected she will send out for approval of board members. Once approved Larry Theismann can sign it. (The signed minutes are required for the payment request that will be sent to SE SWCD Technical Support JPB for reimbursement of our payment to Lars Polson in the amount of 109,973.16.)**

Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel - *report later in meeting*
- B. County Commissioner – Bob Walkes  
*Committees staying the same this year. Assigned to SWCD for 2022.*
- C. District Manager Report – Terri Peters  
*Working on End of Year Reporting*  
*Advisory Meeting – WinLaC*  
*Zumbro – Working on implementation plan, and working on work plan to send to BWSR for approval. Ranking, target priority projects. \$82,000 for Implementation of projects*  
*W. Indian Creek – Public information meetings at BJ's and Plainview Community Centers. Jen is compiling the questions and concerns. Some sent to DNR and MPCA for answers. Let people know that we are point of contact. Newsletter and Facebook to keep people up to date on project.*
- D. NRCS Report – John Benjamin (in packet)
- E. District Technician Report- Matt Kempinger (in packet)
- F. Natural Resources Conservation Technician Report – Henry Stelten (In packet)
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)

X. OLD BUSINESS

- A. Conservation Project – Lynn  
*Soil Health Coalition. Spoke to someone that remarked about changing farms into better practices.*
- B. Wabasha SWCD Governance Letter
- C. Wabasha SWCD Internal Control Letter 2020 to Board
- D. Wabasha SWCD Final Audited Financial Statements for 2020
- E. Smith & Schafer Letter of Representation – **Board Action/Signature**  
*Motioned by Klennert and seconded by Theismann to approve signing the Smith & Schafer Letter of Representation*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*

XI. NEW BUSINESS

- A. Election of SWCD Board Officers for 2022 – **Board Action**
  - i. Chairman –  
*Motioned by Theismann and seconded by Klennert to nominate Lynn Zabel to be Chairman for 2022*
  - ii. Vice Chairman – Chet Ross
  - iii. Secretary – Larry Theismann
  - iv. Treasurer – Sharleen Klennert

*Motioned by Theismann and seconded by Knudsen to have the SWCD Officers for 2022 remain the same as they were for 2021 as follows:*

*Chair – Lynn Zabel*

*Vice-Chair – Chet Ross*

*Secretary – Larry Theismann*

*Treasurer – Sharleen Klennert*

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

*Opposed: None*

*Motion Carried*

**B. 2022 Committee Appointments-Board Action**

- i. Personnel committee – Lynn and Larry
- ii. Finance Committee – Chet and Sharleen
- iii. Whitewater JPB - Lynn
- iv. Zumbro 1W1P – Larry /*Alternate Dag Knudsen*
- v. WinLaC 1W1P - Lynn
- vi. SE SWCD Technical Support JPB - Larry
- vii. County Board Meeting Representative – Larry/alternate Sharleen
- viii. Hiawatha Valley RC&D – Lynn

*Motioned by Theismann and seconded by Klennert to have the Committee appointments stay the same for 2022 as they were for 2021, with the exception that Dag Knudsen be the alternate for the Zumbro 1W1P*

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

*Opposed: None*

*Motion Carried*

**C. ELink Grant Reporting Signature Authority Resolution 01272022-1-Board Action**

*Motioned by Theismann and seconded by Ross to approve Terri Peters to have signature authority for ELink grant reporting, Resolution 01272022-1*

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

*Opposed: None*

*Motion Carried*

**D. Designation of Official Newspaper Resolution 01272022-2 (Plainview News) - Board Action**

*Motioned by Theismann and seconded by Klennert to approve Designation of Official Newspaper be the Plainview News for 2022 Resolution 01272022-2*

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

*Opposed: None*

*Motion Carried*

**E. Designation of Official Bank Depositories Resolution 01272022-3-Board Action**

*Motioned by Ross and seconded by Klennert to approve Designation of Official Bank Depositories Resolution 01272022-3*

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

*Opposed: None*

*Motion Carried*



- F. Designation of Signatories for Bank Accounts Resolution 01272022-4 – **Board Action**  
*Motioned by Klennert and seconded by Ross to approve Designation of Signatories for Bank Accounts Resolution 01272022-4*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- G. Per Diem rates \$125.00 and Mileage .585 for 2022 Resolution 01272022-5- **Board Action**  
*Motioned by Theismann and seconded by Klennert to approve Per diem rates for meetings to be \$125.00 and Mileage .585 for 2022 Resolution 01272022-5*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- H. Contract extension authority policy 1/27/2022 – **Board Action**  
*Motioned by Theismann and seconded by Ross to approve Contract extension authority policy 1/27/2022*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- I. Operational Rules and Guidelines for 2022 – **Board Action**  
*Motioned by Klennert and seconded by Ross to table the Operational Rules and Guidelines for 2022.*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- J. Bank Signatories -- **Board Action**  
Peoples State Bank – Entity Authorization - All Sign  
*Motioned by Klennert and seconded by Ross to approve Bank Signatories*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- K. Environmental Troubleshooters Inc. Pay Voucher #7 in the amount of \$50,600.02 for work done up through 1/17/2022 on Scope Expansion Project – **Board Action/Signature**  
*Motioned by Theismann and seconded by Klennert to approve Environmental Troubleshooters, Inc. Pay Voucher #7 in the amount of \$50,600.02 for work done up through 1/17/2022 on Scope Expansion Project*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*

- L. Approve Wabasha County Contract for Services with Root River SWCD in Support of Surface Water Assessment Grant Program (WinLaC) – **Board Action/Signature**  
*Motioned by Klennert and seconded by Ross to approve Wabasha County Contract for Services with Root River SWCD in Support of Surface Water Assessment Grant Program (WinLaC)*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- M. Approve Bernard Sheehan Contract# 19-Capacity-11 in the amount of \$1,000.00 for 351 Well Decommissioning – **Board Action**  
(Funding source FY19 Capacity)  
*Motioned by Klennert and seconded by Ross to approve Bernard Sheehan Contract# 19-Capacity-11 in the amount of \$1,000.00 for 351 Well Decommissioning*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- N. Approve cancellation of Rachel Walkes Contract# 21-Capacity-5 in the amount of \$2,700.00 for 340 cover crops. Not able to meet guidelines for planting deadlines. – **Board Action**  
(Funding source FY21 Capacity)  
*Motioned by Theismann and seconded by Klennert to approve cancellation of Rachel Walkes Contract# 21-Capacity-5 in the amount of \$2,700.00 for 340 cover crops. Not able to meet guideline for planting deadlines.*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*
- O. Approve cancellation of the remainder of Anthony Burke's Contract# 18-Capacity-3 for 340 cover crops for the 3rd year in the amount of \$900.00. Not able to meet guidelines for seed that was planted – **Board Action**  
(Funding source FY18 Capacity)  
*Motioned by Klennert and seconded by Theismann to approve cancellation of the remainder of Anthony Burke's Contract# 18-Capacity-3 for 340 cover crops for the 3<sup>rd</sup> year in the amount of \$900.00. Not able to meet guidelines for planting deadlines.*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*

- P. Approve Joseph Young Contract# 21-SWD-1 in the amount of \$1,665.50 for Reverse Osmosis Water Treatment System – **Board Action**  
(Funding source FY21 Safe Drinking Water for Private Well Users)  
*Motioned by Theismann and seconded by Ross to approve Joseph Young Contract# 21-SWD-1 in the amount of \$1,665.50 for a Reverse Osmosis Water Treatment System*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*  
*Discussion on Safe Drinking Water for Private Well Users Grant:*  
*Testing for manganese because results from Teepeota Point tested extremely high. Send out targeted mailing for people to test their water.*  
*Finding that nitrates have gone up and testing for pesticides. Discussion on nitrate levels on areas where they live. Dag asked if anyone was aware of the MN Well Owner's Organization. Terri and Larry both had. Dag commented to contact the organization which would have the best equipment for locations of what the water problem is.*
- Q. Approve Lars Polson Contract# 19-319FL-4 in the amount of \$49,753.89 for Small Feedlot Fix – **Board Action**  
(Federal Funding source 319 Small Feedlot Fix)  
*Discussion: Terri explained about the funding for Lars to get closer to 75% of his project costs. The first part paid today was state funding and this new contract will go under the federal funding for feedlot fixes*  
*Motioned by Theismann and seconded by Ross to approve Lars Polson Contract# 19-319GL-4 in the amount of \$49,753.89 for Small Feedlot Fix*  
*Affirmative: Ross, Theismann, Klennert, Knudsen, Zabel*  
*Opposed: None*  
*Motion Carried*  
  
*Dag had questions about contracts on how written and how signed.*  
*Wording on contracts, signing release and liability insurance. Signature should be legible. Engineers should have liability insurance. Language on contracts should have legal review. Strict limitations on liability. Have constraints.*  
*Terri stated that we have insurance through MCIT. The contract form is from BWSR. Our technicians work under engineers with Job Approval Authority.*
- R. Upcoming Events  
i. MASWCD Legislative "Day on the Hill"  
ii. February 3 – LSP Mazeppa Community Center 1:00 – 4:00 pm  
*Wabasha participating. Can take \$100 from advertising.*



- S. February 16 – Plainview Legion – Ray Archuleta, Soil Health Event.

*Discussion: Wabasha SWCD will be participating in the event.*

*Request from Board to take funds from W. Indian Creek grant. There is an amount for outreach to promote soil health. Olmsted County will contribute \$500.00. Lance Klessig and Angela White will look for additional funding from coops and project connections. Flyer being developed for sign up.*

*Motioned by Theismann and seconded by Knudsen to take \$500.00 from the W. Indian Creek 319 grant budget for the February 16<sup>th</sup> Ray Archuleta event in Plainview to promote soil health.*

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

*Opposed: None*

*Motion Carried*

## **XII. Board Reports**

- A. Whitewater JPB – Lynn – **No meeting**

- B. Zumbro 1W1P – Larry

*BWSR approved contract, should be getting funds in 2022*

*Going to quarterly meetings instead of monthly. Projects over \$75,000 need board approval. Terri mentioned that can sign up through Olmsted for newsletter to keep up on project. Olmsted SWCD is administering. Interns doing articles and outreach for watershed projects. Working on tools used for ranking.*

- C. WinLaC 1W1P – Lynn

*Meeting 1/10/22. Lynn reported that at this meeting they voted priorities of A, B, C in order by preference.*

*Terri added that they prioritized from public input from kickoff meeting.*

*Long process of putting priorities together and deciding where they fit in A, B, C order of priority.*

- D. SE SWCD Technical Support JPB – Larry

*Larry reported that they talked about Lars Polson Project. Tech support helping our technicians. Matt and Henry do not have (JAA) Job Approval Authority. On the job training is getting lined up for them. Terri added Chris helps on the job training and overall resource concerns. Other SWCD's need our engineers, as they don't have licensed engineers either.*

- E. County Board Meeting – Larry (alternate Sharleen)

*County didn't have any concerns of SWCD. More Federal grant money coming and they need to figure out how to spend it. IT issues – Broadband.*

*Bob added that the County does appreciate the updates given at their meeting.*

- F. Hiawatha Valley RC&D – Lynn

*Both Lynn and Bob attended meeting online.*

*Talked about \$250,000 per year annual grant request for regional development.*

*Appointed couple members for legislative contact.*

*Kasson project ½ park, ½ trees. They decided to put in 2 ball fields. Will need to find another location for tree planting.*

*Robert Harris idea for Food Hub – Commercial Kitchen. Wanted to buy a building in Kasson for ½ million. Compromised to allow Robert Harris to pursue it but only to offer financial management type expertise to help people for some sort of food*



*projects, that are already available. Meeting in Walker on 2/11 with other 2 RC&D's*

*Putting all together.*

*Bob Walkes added the it was a good meeting. Lots of good ideas. Need to see where things go and what becomes of some the ideas.*

*Dag asked if we operate under a work plan. Terri replied the we do have one. Will have to do it in February. Need to have a work plan work workshop, after a board meeting. Use work plan to direct staff. Dag would like a copy of our Local Water Management Plan.*

**XIII. Adjourn – Board Action**

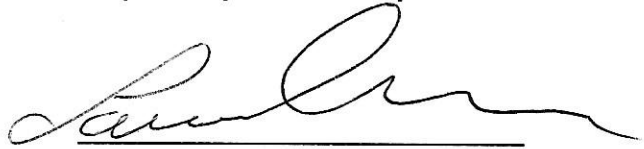
*Motioned by Klennert and seconded by Ross to adjourn the meeting at 10:45 am.*

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

*Opposed: None*

*Motion Carried*

**Respectively Submitted By:**

A handwritten signature in black ink, appearing to read 'Larry Theismann', written over a horizontal line.

**Larry Theismann, Secretary**

Wabasha Soil and Water Conservation District  
**Cash Balances**  
As of January 31, 2022

---

	Jan 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Money Market- Bank of Alma	147,983.66
Money Market WNB Financial	7,398.73
Peoples State Bank Money Market	235,325.84
Petty Cash	115.90
WNB Financial	42,294.19
<b>Total Checking/Savings</b>	433,118.32
<b>Total Current Assets</b>	433,118.32
<b>TOTAL ASSETS</b>	<b>433,118.32</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of January 31, 2022

Jan 31, 22

## ASSETS

## Current Assets

## Checking/Savings

Money Market- Bank of Alma	147,983.66
Money Market WNB Financial	7,398.73
Peoples State Bank Money Market	235,325.84
Petty Cash	115.90
WNB Financial	42,294.19

Total Checking/Savings 433,118.32

## Accounts Receivable

11000 · Accounts Receivable 60,596.28

Total Accounts Receivable 60,596.28

## Other Current Assets

12000 · Undeposited Funds 15,429.73

Total Other Current Assets 15,429.73

Total Current Assets 509,144.33

## Fixed Assets

## 15000 · Furniture and Equipment

Computer	8,706.00
Laptops for Distrcit Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00

Total 15000 · Furniture and Equipment 123,231.91

17000 · Accumulated Depreciation -79,335.42

Total Fixed Assets 43,896.49

## Other Assets

## Prepaid Items

Prepaid Rent 920.43

Total Prepaid Items 920.43

Total Other Assets 920.43

**TOTAL ASSETS 553,961.25**

## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Accounts Payable

20000 · Accounts Payable -95.56

Total Accounts Payable -95.56

## Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

## Deferred Revenue

AIS 76,315.06

FY18 Capacity 18,175.00

FY19 Capacity 14,165.39

FY19 Well Seal Grant 14,576.30

FY20 Buffer Initiative 14,118.56

FY20 Capacity 9,555.51

FY20 CWMA 7,813.92

FY20 State Cost share 5,517.29

FY21 Buffer Initiative 16,903.00

FY21 Capacity 105,888.06

FY21 Conservation Delivery 6,020.65

FY21 LWM 12,480.99

FY21 State Cost Share 15,401.00

FY21 WCA 10,112.76

FY22 Buffer Initiative 17,000.00

FY22 Capacity 119,699.00

FY22 Conservation Delivery 19,619.00

## Wabasha Soil and Water Conservation District

02/08/22

## Balance Sheet

Accrual Basis

As of January 31, 2022

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	Jan 31, 22
FY22 State Cost Share	15,401.00
Total Deferred Revenue	498,762.49
Deposit on Tree Sales	5,592.67
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	138.40
Total Other Current Liabilities	507,268.41
Total Current Liabilities	507,172.85
Total Liabilities	507,172.85
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	43,896.49
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	48,236.65
Net Income	-125,841.03
Total Equity	46,788.40
TOTAL LIABILITIES & EQUITY	<u>553,961.25</u>

# Wabasha Soil and Water Conservation District

## Profit & Loss

### January 2022

---

	Jan 22
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Charges for Services</b>	
Plat Book Sales	70.00
Tree Sales	-0.01
Wetlands	200.00
<b>Total Charges for Services</b>	269.99
<b>Intergovernmental Revenues</b>	
<b>County</b>	
County Regular Allocation	4,855.60
<b>Total County</b>	4,855.60
<b>Federal</b>	
319 Feedlot Fix	15,000.00
<b>Total Federal</b>	15,000.00
<b>Partners Grants</b>	
FY21 NACD TA Grant	32,000.00
<b>Total Partners Grants</b>	32,000.00
<b>State</b>	
FY19 Regnl Drinking Water Prote	6,532.57
FY20 Gorman Creek Restoration	18,606.38
MAWQCP	39,285.54
Volunteer Nitrate Monitoring Ne	12.84
<b>Total State</b>	64,437.33
<b>Total Intergovernmental Revenues</b>	116,292.93
<b>Total Income</b>	116,562.92
<b>Gross Profit</b>	116,562.92
<b>Expense</b>	
<b>District Operations</b>	
<b>Other Services and Charges</b>	
Building Rent	920.43
Fees and Dues	8,242.43
Insurance Expenses	5,005.00
Internet Expense	109.64
Postage	90.86
Professional Expenses	
Audit Fees	500.00
<b>Total Professional Expenses</b>	500.00
<b>Vehicle Expenses</b>	
Chevrolet Silverado Vehicle Exp	83.99
Hyundia Tucson Vehicle Expense	58.16
<b>Total Vehicle Expenses</b>	142.15
<b>Total Other Services and Charges</b>	15,010.51
<b>Personnel Services</b>	
Employee Salary Permanent	14,636.19
Employer HSA contributions	2,625.00
Employer Life and Health	
66000 - Payroll Expenses	8,116.57
Employer Life and Health - Other	22.00
<b>Total Employer Life and Health</b>	8,138.57
Employer Share FICA	1,090.96
Employer Share Medicare	255.14
Employer Share PERA	1,318.06
Worker's Comp Insurance	3,248.00

# Wabasha Soil and Water Conservation District

## Profit & Loss

### January 2022

---

	Jan 22
Total Personnel Services	31,311.92
Supplies	
Office Supplies	461.16
Total Supplies	461.16
Total District Operations	46,783.59
Project Expenditures	
Federal	
West Indian Creek 319	29.84
Total Federal	29.84
Partners Grants	
FY21 NACD TA Grant	30,882.61
NFWF-Planning for WQ & Habitat	2,237.50
Zumbro Outreach-Flood Plain-TNC	3,200.00
Total Partners Grants	36,320.11
State	
FY19 Capacity	660.00
FY19 Regnl Drinking Water Prote	900.00
FY20 Gorman Creek Restoration	14,277.40
FY21 Regnl DW for Private Wells	58.00
Lwr Mississippi Feedlt Mgt RCPP	109,973.16
MAWQCP Administration	36,010.03
North Fork Zumbro-Mazeppa	52,349.02
Total State	214,227.61
Total Project Expenditures	250,577.56
Total Expense	297,361.15
Net Ordinary Income	-180,798.23
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	148.69
Total Interest Income	148.69
Total Other Income	148.69
Net Other Income	148.69
Net Income	<u>-180,649.54</u>

11:31 AM

02/23/22

Cash Basis

## Wabasha Soil and Water Conservation District

## Monthly Bills Listing

February 23 - 24, 2022

Type	Date	Num	Name	Memo	Account	Split	Paid Amount
<b>Feb 23 - 24, 22</b>							
Liability Check	02/23/2022	11551	Auditor/Treasurer of Wabasha County		WNB Financial	-SPLIT-	-559.85
Liability Check	02/24/2022	EFT	MN PEIP	Group Number 03732 March ...	WNB Financial	-SPLIT-	-5,586.42
Liability Check	02/24/2022	EFT	VSP Vision Care	March 2022 Premium	WNB Financial	24000 · Payroll Liabilities	-64.04
Bill Pmt -Check	02/24/2022	11552	ERIC KLEIN	19-319FL-2 629 Waste Treatme...	WNB Financial	20000 · Accounts Payable	-12,192.84
Bill Pmt -Check	02/24/2022	11553	HBC	Internet Services 2-02 - 3-01-2022	WNB Financial	20000 · Accounts Payable	-79.66
Bill Pmt -Check	02/24/2022	11554	Jennifer Wahls-C	1-16-22 - 2-22-2022 NFWF and ...	WNB Financial	20000 · Accounts Payable	-3,462.50
Bill Pmt -Check	02/24/2022	11555	McNallan Real Estate Co. LLC	18-Capacity-7 410 Grade Stabil...	WNB Financial	20000 · Accounts Payable	-7,367.07
Bill Pmt -Check	02/24/2022	11556	Mittel Schule, Inc.	March 2022 Rent	WNB Financial	20000 · Accounts Payable	-920.43
Bill Pmt -Check	02/24/2022	11557	Olmsted County Public Works	Mark Root Jan 2022 Salary & M...	WNB Financial	20000 · Accounts Payable	-8,614.92
Bill Pmt -Check	02/24/2022	11558	Paul Busch Auto Center, Inc.		WNB Financial	20000 · Accounts Payable	-124.62
Bill Pmt -Check	02/24/2022	11559	Terri Peters (Expenses)	Mileage to JPB Rochester and P...	WNB Financial	20000 · Accounts Payable	-63.18
Bill Pmt -Check	02/24/2022	11560	Wabasha County Herald	Local Delivery Wabasha County ...	WNB Financial	20000 · Accounts Payable	-52.00
Bill Pmt -Check	02/24/2022	11561	Wabasha County Highway Department	Jan Gas Hyundai & Silverado	WNB Financial	20000 · Accounts Payable	-50.12
Bill Pmt -Check	02/24/2022	11562	WSB		WNB Financial	20000 · Accounts Payable	-5,769.50
Bill Pmt -Check	02/24/2022	11563	Lars Polson	19-319FL-4 Federal 319 Small ...	WNB Financial	20000 · Accounts Payable	-49,753.89
<b>Feb 23 - 24, 22</b>							<b>-94,661.04</b>



## NRCS Field Office Report

2/24/22

John Benjamin

### Current office standing

- Bill and I are on a rotation for covering the office on an every other day basis.
- I have been offered and have excepted the permanent non- supervisory District Conservationist position.
- All non-duty stationed employees have decided not to resume working from the office on occasion until COVID restrictions are eased. This is Brian DeVetter, Dean Thomas, etc.
- We are not to meet producers in the hall. We can do business over the phone, by email, or we must go to their place of business.
- FPAC policy is, masks required for all employees and visitors. Vaccination mandate temporarily halted.
- Office staffing has been increased to 50% capacity and maximum telework is encouraged.

### CSP (Conservation Stewardship Program)

- 4 Active contracts
- FY22 classic Application Deadline Feb. 4<sup>th</sup> 15 applications submitted
- FY22 MRBI-West Indian Creek application deadline Feb.4<sup>th</sup> , 2 applications submitted
- FY23 renewal application deadline March 25<sup>th</sup>, 2 applications submitted

### EQIP (Environmental Quality Incentive Program)

- 11 Active EQIP contracts
- 42 EQIP applications for FY22 signup period (sign up deadline was Nov. 19<sup>th</sup>)
- There is no prioritization tool for this sign up.
- Application assessment & ranking deadline of March 4th
- 11 applications for MRBI-West Indian Creek fund pool 4 moving forward t o ranking

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

- 5 RCPP-EQIP active contracts 1 about to be modified and completed
- No applications submitted

### RCPP (Regional Conservation Partnership Program)

Land Management fund through MAWQCP sign up

- Application deadline was Dec. 17, 2021
- Assessment & ranking deadline of March 4th
- 2 applications submitted

### CRP (Conservation Reserve Program)

113 Expiring contract reviews for FY23

36 reviews completed so far.

General sign up is on, final sign up date is March 11<sup>th</sup>

# Monthly Report – February 2022

Matt Kempinger

## Training

- Ecological JAA process
- RUSLE 2
- Filter Strip
- WCA administration

## Projects

- Invoice processing for 1 grade stabilization structure
- Invoice processing for 1 feedlot fix
- Contract processing for 2 feedlot fixes
- Preliminary designs for 3 grade stabilization structure sites
- Preliminary design for 3 waterway Sites
- Site investigation for 1 grade stabilization structure site
- Construction monitoring for 1 feedlot fixes
- Contract processing for 1 well sealing project
- Followed up with various landowners that have ongoing projects
- Completed project entry and pollution reduction reporting for 2 projects
- Begin ranking of projects through Zumbro 1W1P funding
- Stream restoration drafting, modeling, and permitting
- Completed cultural resources review for 1 current EQIP application

## Others

- Processing of 2 WCA joint applications
- Review of 2 1026 requests for WCA
- Investigation of 2 potential WCA violations
- Assist NRCS with EQIP application tracking tool
- Assisted with farming for soil health event in Plainview
- Informed 1 landowner about MAWQCP program
- Answered general resource questions from public and assisted where possible
- Aided and advised citizens regarding WCA concerns
- Provided technical assistance for wetland considerations
- Buffer compliance monitoring
- WCA year-end reporting
- Assist Terri with targeted goals document

**Sue**

Tax1099 – Submitted on 1/27/22, Printed 1099's for 2021,

January Board meeting notes, Minutes

Went through all 2021 Accounts Payable folders, double check all invoices are there

Also 2021 bank statements/reconciliations and payroll files

Moved 2021 files, Set up 2022 new files/folders/labels

West Indian Mailing – Copies of insert/stuffed envelopes/labeled/stamped and mailed

State Auditor Report – started it and Smith Schafer completed for me to upload.

Tree orders and keeping tree tracker up to date

District Operations Expenses report for figuring 2022 Billing Rates

Board Agenda and Packet for Feb. 24 meeting

Check run for monthly bills and landowners contract payments

Normal monthly, payroll, bank reconciliations, accounts payable, accounts receivable



# State of Minnesota

## Annual Plan Agreement

SWIFT Contract Number: 194837

Annual Plan T-Number: 22A29

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("State") and Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Ste. 10, Wabasha, MN 55981, Attn: Terri Peters, District Manager, (651) 560-2044, [terri.peters@mn.nacdnet.net](mailto:terri.peters@mn.nacdnet.net) ("Contractor").

Pursuant to Minnesota Statutes § 15.061 and 84.026, the State is empowered to enter into professional/technical agreements.

### 1. Term of Agreement

- 1.1 The effective date of the Agreement is March 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 The expiration date of this Agreement is June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Duties

By written acceptance below, the Contractor, who is not a State employee, agrees to perform the following work:

Perform duties as outlined in Exhibit A, which is attached, incorporated, and made part of this agreement.

### 3. Consideration and Payment

- 3.1 The total obligation of the State to Contract for the above services is: \$5,000.00.
- 3.2 The Contractor must submit one invoice upon completion of the above services to:  
John Carlson  
Private Forest Management Coordinator  
MN DNR Forestry  
500 Lafayette Rd  
St. Paul, MN 55155  
651-259-5282  
[john.c.carlson@state.mn.us](mailto:john.c.carlson@state.mn.us)

#### **4. Conditions of Payment**

All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

#### **5. Cancellation**

This Annual Plan Agreement may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

#### **6. Amendments**

Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

#### **7. Indemnification**

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

- a. Intentional, willful, or negligent acts or omissions; or
- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

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

#### **8. State Audit**

Under Minn. Stat. § 16C.05, subd.5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration of this Annual Plan Agreement.

#### **9. Government Data Practices Act**

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (or, if the State contracting party is part of the Judicial Branch, the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Agreement. The civil remedies of Minnesota Stat. § 13.08, apply to the release of the data governed by the Minnesota Data Practices Act, Minn. Stat. Ch.13, by either the Contractor or the State. If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

## 10. Data Disclosure

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

## 11. Governing Law, Jurisdiction and Venue

This Annual Plan Agreement is governed by the laws of the State of Minnesota, without regard to its choice-of-law provisions. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 12. Vaccination/Testing Requirements

**12.1 Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

**12.2 Requirements.** In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

**12.3 Compliance.** Contractor is responsible for the following:

12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and


12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item Requirements detailed in this clause.

**12.4 Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

**1. State Encumbrance Verification**

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

Print Name: Franklin, Jennifer L

Signature: 

Title: Grants & Contracts Spec. Date: 2/22/2022

SWIFT Contract / PO Nos. 194837 / 3-204546

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**2. Contractor**

*The Contractor certifies that the appropriate person(s) has executed the Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Terri Peters

Signature: 

Title: District Manager Date: February 23, 2022

## Exhibit A

### Contractor's Responsibilities

#### Wabasha SWCD Forestry Coordination

The purpose of this annual plan is to support efforts by the Wabasha SWCD to increase the local coordination of private forest management (PFM) in Zumbro and Mississippi-LaCrescent watersheds. This work is to be done in collaboration with the implementation of the Zumbro and Mississippi River-LaCrescent 1W1Ps, DNR Forestry, US Forest Service and NRCS programs. This work will be developed in a holistic manner with the whole farm/forest conservation plan concept and conservation work being done in conjunction with agricultural, water quality, and fish and wildlife habitat initiatives.

#### Scope of Work:

##### Project 1: Forest Conservation Funding Development

- State and Federal Funding. Promote and support the securing of state and federal funding for private forest management. Work with the two 1W1P committees to integrate forestry projects and funding from multiple sources including the Clean Water – Watershed Based Implementation Funds (WBIF) and the DNR Private Forest Management (PFM Program) such as cost share to leverage federal funding.
- Foundation Funding. Promote and support the securing of foundation funding including such as the Driftless Area Fish Habitat Partnership, McKnight Foundation, Morgan Foundation, and the US Endowment.

##### Project 2: Service Provider Capacity Development

- Service Provider Directory. Work with DNR and BWSR staff to update the PFM Service Provider Directory.
- Forestry Programs Inventory. Develop and maintain information about cost share and land protection programs for private forest management in the SE region.
- Existing Work Force. Convene a workshop for forest stewardship plan writer working in the region. Develop and convene the workshop with DNR Forestry and BWSR staff.
- Expanded Workforce. Support efforts by DNR Forestry to grow the PFM workforce including plan writers, loggers, vendors, tree planters, timber buyers, and forest products market interests.

##### Project 3: PFM Accomplishment Reports.

- Accomplishment Reports. Develop accomplishment report formats that will document annual accomplishments made towards the goals in the Zumbro and Mississippi-LaCrescent watersheds. Use the PFM Implementation Toolbox as a framework in which to organize and report private forest management results on an annual basis.
- Project Brochures. Develop a brochure that summarizes the forestry and related natural resource accomplishments implemented in each watershed. Support the enhanced sharing of information on forest management activities and landowner interests by local project partners to be included in the brochure. Recognize accomplishments made by the local team of service providers.

#### Deliverables by Contractor:

- SE MN Forestry Service Provider Directory.
- Workshop training materials, agendas, handouts, etc.
- Annual project accomplishment report.
- Project brochures.



**Deliverables by the State:**

- State agency coordination.
- Facilitation of the plan writer workshop.
- Formats for project accomplishment reporting and project brochures.
- Comments / feedback on the draft documents.

**Budget:**

Project work responsibilities and tasks	\$ 4,500
Project administration and expenses (printing, postage, mileage, etc.)	<u>\$ 500</u>
Total	\$ 5,000

**Additional Terms:**

Contractor and the State agree to the following:

- This seed money (\$5,000) is to match other funds and in kind costs on forestry related efforts including the Zumbro and Mississippi-LaCrescent 1W1Ps, local district capacity funds, private landowners, and other partner generated matching resources.
- Contractor will provide the DNR with a digital copy of all documents prepared for this contract using Microsoft (MS Word, Publisher, Access, Excel, etc.) and ESRI products.



DATE: January 6, 2022

TO: Minnesota SWCD Supervisors

FROM: LeAnn Buck, MASWCD Executive Director  
John Jaschke, BWSR Executive Director

SUBJECT: Know and Understand Your Election Options

It is important for all SWCD supervisors to know and understand the options by which they can be elected. SWCD boards are encouraged to set aside time during a local board meeting this winter to have a candid discussion of these election options. The board discussion should lead to adoption of a motion or a resolution to either maintain the current election framework or to put in place a schedule to adopt the authorized option. This is an important decision and SWCDs are encouraged to post the topic prominently on the district website (and other forms of outreach) and invite local constituents and partners to provide feedback prior to the local board discussion.

Briefly, the options are as follows:

#### Option 1

(Supervisors elected *at large* – Minnesota Statute 103C.311 subd. 1) provides for the establishment of nominating districts that determine who will be on the general election ballot for vote by the general electorate of the county. These nominating districts have historically reflected the natural resource diversity of the county. They have not been focused on the distribution of population, but on distribution of supervisors geographically across the county so board members have a better chance at being physically closer to and personally aware of the natural resource issues across the county. Under this option, all eligible voters within the county may vote for all SWCD supervisors.

#### Option 2

(Supervisors elected *by districts* – Minnesota Statute 103C.311 subd. 2) provides discretionary authority for SWCDs (mandatory for SWCDs in the 7-county metro area), with the approval of the Board of Water and Soil Resources, to change from the current countywide election of supervisors to election by a nominating district. If an SWCD chooses to move to election by a district, the district boundaries must be drawn by the county board, in consultation with the SWCD board and then with approval by BWSR. The boundaries need to be compact, include only contiguous territory, and be substantially equal in population, and therefore reviewed after each decennial federal census. This option allows the number of supervisors to be greater than five in counties with more than five county commissioner districts, such as Dakota, Ramsey, Hennepin, and St. Louis. This option tends to reflect the distribution of the population.

If an SWCD board decides to change its local election process, supervisors will need to adopt a local board resolution and forward it to the BWSR board by March 1 for their consideration. Once the BWSR board reviews and adopts the change, the local SWCD will need to work with the district's county auditor toward implementing the change. In order for any changes to be in effect for the 2022 election, you will need to complete your work with county election officials well before the 2022 filing period. The filing period is May 17 – May 30.

For additional information please review the [SWCD Operational Handbook \(section on SWCD Board of Supervisors\)](#), contact your BWSR Board Conservationist and your county elections officials. The BWSR staff will be available to attend your board meeting if you so desire.

Thank you.

# SWCD Board of Supervisors

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Minnesotans entrust soil and water conservation district (SWCD) supervisors with some of the state's most precious assets: our natural resources. Your primary responsibility is to ensure that your community uses its natural resources wisely, with an eye toward the future.

To do this, you must seek and achieve a delicate balance between people and the land we inhabit. The future of Minnesota's environment rests on your ability to maintain this balance and garner your neighbors' support for an active and protective natural resources program.

In order to be an effective board member and feel a sense of accomplishment for the people you serve, you must have a good working knowledge of your responsibilities as an elected official and as an SWCD board member.

## Eligibility

To be eligible to file for the office of SWCD supervisor, you must:

- be eligible to vote in Minnesota
- have not filed for another office at the upcoming primary or general election\* (with certain exceptions – see below)
- be 21 years of age or more upon assuming office
- have maintained residence in their district for at least 30 days before the general election

\*A candidate for SWCD supervisor in a district not located in whole or in part in Anoka or Washington County, may also have on file an affidavit of candidacy ([MINN. STAT. 204B.06 \(2018\)](#)):

- for mayor or council member of a statutory or home rule charter city of not more than 2,500 population contained in whole or in part in the SWCD; or
- for town supervisor in a town of not more than 2,500 population contained in whole or in part in the SWCD.

## **Supervisor Districts**

SWCDs, with the approval of the BWSR Board, can change from the at large election of supervisors to election by a nomination district. If an SWCD decides to have an election by a nomination district, supervisor districts must align with county commissioner districts. There can be greater than five supervisors in counties with more than five county commissioners.

## **Establishment of Supervisor Nomination District Boundaries**

*Supervisors Elected at Large* ([MINN. STAT. 103C.311, subd. 1 \(2018\)](#))

The SWCD board decides on the boundaries. Description of the boundaries should be defined by:

1. Townships or other legal boundaries. If a township or other boundary unit is further divided, any permanent identifiable means such as highways, streams, streets, etc., may be used. This description is to be recorded on the [Nomination Districts Resolution](#) form.
2. Population and area balance are not a requirement.

At the general election, all eligible voters throughout the area included in the SWCD are eligible to vote.

*Supervisors Elected by Nomination Districts* ([MINN. STAT. 103C.311, subd.2 \(2018\)](#))

The SWCD board decides to follow the county commissioner boundaries and elect the supervisors accordingly. The supervisor districts must be comprised of precincts established by county and municipal governing bodies under [MINN. STAT. 204B.14 \(2018\)](#). This description is to be recorded on the [Nomination Districts Resolution](#) form. The supervisor districts must be:

- compact, include only contiguous territory, and be substantially equal in population,
- numbered in a regular series,
- drawn by the county board of the county containing the largest area of the SWCD, in consultation with the SWCD board and with the approval of BWSR.

If a nomination district is entirely within lands of an American Indian tribe or band to which Minnesota election laws do not apply, a supervisor to represent the district shall be elected or appointed by the governing body of the tribe or band.

The SWCD board shall provide staggered terms for supervisors elected by district. After each redistricting, there shall be a new election of supervisors in all the districts at the next general election. Exception - if the change made in the boundaries of a district is less than five percent of the average population of all the districts, the supervisor in office at the time of the redistricting shall serve for the

full term for which elected. The SWCD board shall determine by lot the seats to be filled for a two-year term, a four-year term, and a six-year term. If a supervisor moves from one nomination district to another, the supervisor will finish the term for which elected.

The boundaries of the supervisor districts must be redrawn after each decennial federal census as provided in [MINN. STAT. 204B.135 \(2018\)](#). The chair of the SWCD board files a certified copy of the resolution establishing supervisor districts with the county auditor of the county where the SWCD is located, BWSR, and the secretary of state. The filings must occur within 80 days of the time when the legislature has been redistricted or at least 15 weeks before the state primary election in a year ending in two, whichever comes first

At the general election, only eligible voters within the supervisor nomination district are eligible to vote.

#### *Nomination Districts Process*

The SWCD board secretary completes the [Nomination Districts Resolution](#), signs it after it has been approved by the SWCD board and sends three copies to BWSR along with a map showing the boundaries. A list of the supervisors indicating the nomination district for each should also be sent to BWSR.

At the next BWSR Board meeting, the resolution will be reviewed and acted on. After BWSR has approved the boundaries, the three approved copies will be returned to the SWCD. At that time, the SWCD should have the county auditor sign and date all three copies. The county auditor retains one copy, one copy is filed in the SWCD's files, and the other copy is returned to BWSR.

If, in the establishment of nomination districts, two SWCD supervisors are in one nomination district, each will complete the term for which elected. Adjustments will be made when terms expire. The first supervisor whose term expires will go off the board and a new supervisor will be elected from the nomination district that does not have representation on the board.

## **Changes in Supervisor Nomination District Boundaries**

Nomination district boundaries can be changed by the following procedure:

1. The SWCD supervisors at a regular board meeting should adopt a new resolution using the [Nomination Districts Resolution](#) form and mark "REVISED." This form should list the new boundaries. The SWCD board secretary should complete and sign the form, giving the date of the meeting and the vote.
2. The secretary should write a letter to BWSR giving the reasons for the changes in boundaries. If supervisors would be representing different nomination districts, this information should also be given.
3. These items, including three copies of the resolution form, should be sent to BWSR.
4. At the next BWSR Board meeting, the resolution will be reviewed and acted on.
5. After the BWSR Board has approved the boundaries, the three approved copies will be returned to the SWCD. At that time, the SWCD should have the county auditor sign and date all three copies. The county auditor retains one copy, one copy is filed in the SWCD's files, and the other copy is returned to BWSR.
6. Since the filing period is from late May to early June and the process needs to be completed by the first of May, SWCDs need their resolution to change boundaries to BWSR by at least March 1. To allow adequate time to complete any supervisor



nomination district changes and to complete filing with the county auditor, SWCDs need to start discussing boundary changes around January or February.

## **Elections**

You can find the current year's [Elections Guide](#) on the Minnesota Association of Soil and Water Conservation Districts website. The guide contains information on filing for office, frequently asked questions, recruitment and sample forms.

## **Terms**

In almost all cases, supervisors are elected for terms of four years commencing on the first Monday in January ([MINN. STAT. 103C.315, subd. 2 \(2018\)](#)). There is no limit to the number of consecutive terms a supervisor may hold.

## **Oath of Office**

Newly elected supervisors should take the [oath of office](#) at their first SWCD official meeting, which occurs on or after the first Monday in January following the general election. Some counties hold ceremonies for all newly elected officials in January following a general election. Supervisors may wish to participate in the ceremony as well. ([MINN. STAT. 358.05 \(2018\)](#))

## **Vacancies**

If a supervisor moves out of the SWCD, the supervisor must resign his or her position and the SWCD board must fill it in an appropriate manner.

If a vacancy occurs on the SWCD board more than 56 days before the next state primary, the SWCD board shall fill the vacancy by appointment. The appointed supervisor then holds office until the first Monday in January following the next general election. A successor shall be elected at the general election following the appointment and hold office for the remainder of the term or for the next regular term, whichever is appropriate.

If a vacancy occurs on the SWCD board less than 56 days before the next state primary, the SWCD board shall fill the vacancy by appointment. The appointed supervisor shall hold office until the expiration of the term or until the first Monday in January following the second succeeding general election, whichever is shorter. A successor shall be elected at the general election preceding expiration of the appointed term and hold office for the remainder of the term or for the next regular term, whichever is appropriate.

Appointed supervisors can take office at the meeting at which the appointment is made. ([MINN. STAT. 103C.305, subd. 6 \(2018\)](#)).

## **Conflict of Interest**

SWCDs are subject to state laws, which prevent public officials from securing benefits or privileges not available to the public. Each SWCD should adopt and follow a conflict of interest policy. Supervisors should abstain from making motions or voting on SWCD board actions that directly affect them, such as action on a cost-share program contract for themselves or a family member. ([MINN. STAT. 609.45 \(2018\)](#)).

## **Gifts**

SWCD supervisors and employees are forbidden by law from receiving unauthorized compensation, which includes gifts. A “gift” is defined as money, real or personal property, a service, a loan, a forbearance or forgiveness of debt, or a promise of future employment, that is given and received without the giver receiving something of equal or greater value in return. ([MINN. STAT. 609.45 \(2018\)](#))

## **Compatible Offices**

The office of SWCD supervisor and the offices of mayor, clerk, clerk-treasurer, or council member in a statutory or home rule charter city of not more than 2,500 population contained in whole or in part in the SWCD are compatible offices and one person may hold both offices. A person holding both offices shall refrain from voting or taking any other formal action on any matter coming before the SWCD board or the city council or town board that has a substantial effect on both the SWCD and the city or town. This subdivision does not apply to an office located in whole or part in Anoka, Hennepin, Ramsey, or Washington County.” ([MINN. STAT. 103C.315, subd. 6 \(2018\)](#))

## **Time Off for Public Office Meetings**

A supervisor must be permitted to take time off from their regular employment to attend meetings required by their public office. The supervisor is responsible to come to an agreement with their employer as to whether the time off will be without pay, with pay, or made up with other hours. Retaliatory action cannot be taken by the employer for absences to attend meetings required by the SWCD supervisor’s office. ([MINN. STAT 211B.10, subd. 2 \(2018\)](#))

## **Removal**

A supervisor may be removed from office for malfeasance or nonfeasance in office, but for no other reason. ([MINN. STAT. 351.14 to 351.23 \(2018\)](#))

## **Compensation**

Compensation for supervisors is paid at a rate established by resolution of the SWCD board. The rate cannot exceed the limits established by statute and BWSR. Compensation is on a per diem (per day) basis. Only one per diem payment is allowed each day, regardless of the number of SWCD activities in

which a supervisor may participate in that day. A day is defined as the twenty-four hour period from midnight to midnight. Compensation for SWCD supervisors is considered income and must be reported in accordance with tax regulations. Meetings and other activities must be deemed necessary to the conduct of SWCD business to be eligible for compensation and expenses.

All meetings and events, other than regular SWCD board meetings, need to be authorized by the SWCD board and recorded in the minutes of the meeting at which authorization is given. When possible, such authorization should be prior to the event or meeting.

An [oath of office](#) must be completed before any claims can be paid to a supervisor. The date on which the oath is taken must be prior to or the same date as the date for which compensation and expenses are first claimed.

Compensation is for the position of supervisor. As a result, only one per diem can be paid if the outgoing and incoming supervisors attend the same meeting. The per diem could be divided between them. Mileage could be provided to both.

## **Reimbursement**

### **Mileage**

Vehicle mileage for the conduct of SWCD business is paid at a rate up to the maximum tax-deductible mileage rate permitted under the federal Internal Revenue Code ([MINN. STAT. 103C.315, subd. 4 \(2018\)](#)). Claims for mileage must include the date, event or purpose of the expense, location, and mileage for the most direct route. Mileage rates in excess of those allowed by tax regulations can result in a tax liability on the excess.

### **Meals and Lodging**

Meals for supervisors, when necessary and while conducting business of the SWCD, may be reimbursed at actual costs. Claim forms must include the date, event or purpose of the expense, place, and amount.

Meals, lodging, or other expenses for relatives of supervisors or relatives of SWCD employees must NOT be paid from public funds. Public funds include SWCD (regardless of source), county, state, or federal funds. The costs of overnight lodging are limited to actual costs. If a room is shared with people not on official SWCD business, a spouse as an example, only the single room rate can be claimed.

## **Supervisor Roles and Responsibilities**

There are two key aspects to the role of a supervisor on an SWCD board: policy development and annual and long-range plans and budgets.

### **Policy Development**

The SWCD board of supervisors is a policy board, meaning that its primary focus is not on running the day-to-day activities of the SWCD, but on setting overall policy and long-term objectives. The staff then uses these policies and objectives to ensure that the SWCD is proceeding in the general direction laid out by the board.

Board policy is a key element in the smooth operation of the SWCD. The board should develop policies on items ranging from expenditure of cost-share funds to the election of officers. Do not wait until a situation arises requiring a policy; develop a policy beforehand so that guidelines are available if a question is raised. (See box on the previous page for examples of the types of things for which policies should be developed.)

Although it is the board's responsibility to develop policy and the staff's responsibility to implement it, you will find that the fairest and most useful policies are developed with the help of significant staff input.

## **Planning and Budgets**

Because board members focus on long-range objectives and goals, one of the most important parts of your job is developing your SWCD's plans. Plan types include annual or biennial plans and budgets, comprehensive plans, water plans, etc.

Supervisors must be involved in all aspects of plan development and implementation, particularly in determining the long-term objectives of the SWCD. When working on the annual and long-range plans, supervisors should take a strong leadership role in the following areas:

- - Definition of purpose: Supervisors must determine the purpose of the SWCD in the community.
  - Prioritization of resource problems: Supervisors must decide which resource problems the SWCD will address and their relative importance. Supervisors should look at the big picture and develop broad policies that address the resource as a whole in their SWCD area. Staff can work within these broad policies to address individual concerns.
  - Development of objectives: Supervisors must adapt the objectives they feel the SWCD should pursue to meet the resource needs of the SWCD area.
  - Determination of actions: Supervisors must outline the actions to be taken by the board and staff to carry out their stated objectives. These actions should be consistent with their stated purpose and will result in a more effective conservation program.
  - Adoption of plan: The board must formally adopt the plan. To achieve full participation in the planning process by both board and staff, a planning committee may be formed to develop the plan for recommendation to the board. The chair may appoint one or two board members to work with staff to develop the plan.

All plans and budgets should be reviewed on a regular basis to determine if goals are being achieved. The stated goals can be compared with actual performance and dollars available. Supervisors can use this information to decide what changes, if any, may be necessary to keep the SWCD on track.

## Training and Leadership Opportunities

As a supervisor, you need orientation and ongoing training to perform your duties effectively. The Minnesota Association of Soil and Water Conservation Districts (MASWCD) offers the Leadership Institute that provides individuals with skills to excel as leaders in conservation.

Training can also be provided by the SWCD manager or staff. In this case, the National Association of State Conservation Agencies or NASCA, has a [training checklist](#) available. Each supervisor should have a training plan, which is reviewed and updated regularly.

## Board Officers

The supervisors shall elect or appoint officers for the SWCD and the SWCD board ([MINN. STAT. 103C.321 \(2018\)](#)). A chair of the SWCD board shall be elected from its own members. A secretary and a treasurer shall be appointed who need not be members of the board. Officers shall have the powers and duties incident to their respective offices, and other powers and duties expressly prescribed by law or directed by the SWCD board.

### Chair

The chair is the steering mechanism of your SWCD. It is up to the chair to do that little extra to motivate board members and other public-minded individuals to do what they can to assist in serving the present and future citizens of the SWCD. After receiving a few years of board experience, a supervisor should welcome the opportunity to be chair of the board. It provides an opportunity to become more closely involved and gain a broader perspective of the total program and its purpose.

Specific responsibilities of the chair are to:

- - Preside at all meetings.
  - Call special meetings when necessary.
  - Meet with SWCD manager and heads of other agencies involved at least two weeks prior to the scheduled meeting to develop and/or discuss agenda items. This can be done by a short office visit and perhaps a few telephone calls. A formal meeting may not be necessary.
  - Refer regularly to the long-range goals of the SWCD and the SWCD annual plan of work and operations when preparing the agenda, trying to ensure that all planned activities are addressed.
- Make sure a copy of the agenda, minutes of the previous meeting, and a financial statement (at a minimum) are sent to each board member at least a week prior to the meeting.
  - See that agendas and pertinent material are sent to all individuals who should attend the meeting and take part in the discussion.
  - Keep in contact with other supervisors on the progress of various programs delegated. Insist on regular attendance of supervisors.



- Call meeting to order promptly and at the specified time. Follow proper rules of order for a business meeting. A well-planned meeting should take no longer than two hours.
- Recognize visitors and other individuals present at the board meeting.
- Assume the role of facilitator. This will encourage all supervisors to participate in discussion of existing issues.
- Complete an item of business in the order listed before taking up the next item. Stick to the agenda.
- Utilize special committees to involve individuals other than board members and require committee reports at board meetings.
- Avoid the "rubber stamp approach." Encourage board members to question staff or individual presenters regarding clarification of a specific point, thus, allowing them to draw conclusions to adequately make their own decisions.
- Adjourn meeting promptly after all business has been completed.

## **Vice Chair**

The vice-chair position becomes most important in the absence of the chair. The vice-chair should note the activities of the chair and how they are carried out, in case it is ever necessary for the vice-chair to chair a meeting.

Specific duties of the vice-chair are to:

- Assume the duties of the chair in the absence of the chair.
- Assist in organizing and implementing the SWCD program.
- Oversee the work of committees and coordinate their reports as delegated by the chair.
- Be familiar enough with the total program of the SWCD to be able to work closely with the chair and fill in when necessary.

## **Secretary**

The primary responsibility of the SWCD board secretary is to arrange for the recording of official proceedings of the board and to see that the entire board approves the minutes as the legal record of the SWCD. As elected officials using public funds, these minutes should then be signed, becoming the permanent record of what is done and why. Copies for general information purposes should be forwarded to the area and central office of BWSR. They can also be sent to other interested organizations: the local chapter of the employees association, other state agencies, etc.

Specific duties of the secretary are to:

- Make a complete record of all proceedings.
- Indicate date and place of meeting, refer to whether it is a regularly scheduled meeting or a special meeting, official presiding, names of all those present including visitors, organizations represented, and names of supervisors absent.

- Record each motion in full.
- Complete action on each item of business so that a record can be made of what was addressed and completed.
- Initiate correspondence on behalf of the board as the need arises.
- Inform the chair of any business that should come before the board.
- Sign the official copy of the board minutes after approval by the board at the next meeting and see that the chair does likewise.

## **Treasurer**

The SWCD treasurer is responsible for the financial matters of the SWCD, including the financial records. The treasurer co-signs SWCD fund checks and special fund vouchers after approval of the board. The treasurer and secretary should be bonded. In many cases, the two SWCD staff are also bonded to handle payroll and miscellaneous items. This is a convenience for the staff and allows for day-to-day activities to be conducted smoothly. The secretary and officer positions can be combined if the role is being filled by a supervisor.

Specific duties of the treasurer are to:

- Maintain complete and accurate records of receipts and expenditures. Include SWCD staff's program records and trial balance.
- Be prepared to answer questions from other board members regarding monthly and/or quarterly financial statement as well as year-end figures.
- Pay bills approved by the board and issue receipts for incoming funds or designate staff to do so.
- Make sure program records and general journal provides for adequate number of accounting categories to handle all general and special-use programs.
- Assure that all bills authorized for payment by the SWCD board are recorded in the minutes of the meeting.
- Work with the SWCD staff to develop a fiscal year budget.
- Arrange for surety bonds covering appropriate SWCD supervisors and staff.

## **Public Relations and Information (PR&I)**

The PR&I officer serves as the liaison between the SWCD and the public. This person works with the media and other community organizations, such as schools, to educate the public about natural resources and the activities of the SWCD.

## **Nomination Districts Resolution Template**

Be it resolved by the \_\_\_\_\_ Soil and Water Conservation District Supervisors that pursuant to M.S. 103C.311, the district be divided into five areas for nominating candidates for the positions of Soil and Water Conservation District Supervisors to be elected at large as follows:

District

Description of Boundaries

I

II

III

IV

V

I, \_\_\_\_\_, Secretary of the \_\_\_\_\_ Soil and Water Conservation District, do hereby certify that the above resolution relating to the division of the \_\_\_\_\_ Soil and Water Conservation District into five nominating areas was adopted by the said District Supervisors at a regular meeting held on \_\_\_\_\_, 20\_\_\_\_\_, that I have compared the above copy with the original resolution as set forth in the minutes of said meeting, and it is a true and correct copy of and transcript from said original and the whole thereof. I further certify that said meeting of the Board was duly called and held, that a quorum of members of said Board was present thereat, and that said resolution was duly adopted thereat by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the members present.

Signed: \_\_\_\_\_

\_\_\_\_\_ Soil and Water Conservation District

Be it resolved by the Board of Water and Soil Resources that the division of the \_\_\_\_\_ Soil and Water Conservation District into five nominating areas as set forth in the above resolution adopted by the supervisors of said district on \_\_\_\_\_, 20\_\_\_\_\_, is hereby approved.

I, \_\_\_\_\_, Executive Director of the Board of Water and Soil Resources, do hereby certify that I have compared the above copy of resolution relating to the division of the \_\_\_\_\_ Soil and Water Conservation District into five nominating areas adopted by said Board at a regular meeting held on \_\_\_\_\_, 20\_\_\_\_\_, with the original as set forth in the minutes of said meeting, and that said copy is a true and correct copy of and transcript from said original and the whole thereof. I further certify that said meeting of said Board was duly called and held, that a quorum of

members of said Board was present thereat, and that said resolution was duly adopted thereat by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the members present.

Signed: \_\_\_\_\_

Board of Water and Soil Resources

Filed \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_  
\_\_\_\_\_

## Oath of Office Template

I, \_\_\_\_\_, do solemnly swear that I will support

(Name of Supervisor)

the Constitution of the United States and the Constitution of the State of Minnesota, and that

I will faithfully discharge the duties of the office of supervisor, upon which I am now about

to enter.

Supervisor's Signature	Date
Address	Telephone No.

City, State, Zip

Nomination District Number

of

Soil and Water Conservation District.

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

(District Supervisor or Notary Public)



# 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 Jennifer Wahls, PO Box 30064, Winona MN 55987 (Contractor)

## Contract

### 1 Term of Contract

- 1.1 **Effective date:** November 4, 2021 for the use of *Wabasha County Conservation Planning for Water Quality and Habitat Improvement* NFWF Funds (NFWF Grant) Easygrants ID #62619 and January 5<sup>th</sup>, 2022 for the *West Indian Creek Watershed Restoration and Protection Project* (319 WIC NKE Plan) Swift # 205560.
- 1.2 **Expiration date:** December 31, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Amendments:** Workload and expenditures will be evaluated ongoing. All work will be completed within the allowable dates per grant funds and within the allowable budget per fund category and any changes would require a contract amendment.

### 2 Contingency

Award of this contract is contingent upon the SWCD obtaining and continuing to receive funds awarded by the National Fish and Wildlife Foundation (NFWF) and Minnesota Pollution Control Agency (MPCA).

### 3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the contractor invoicing requirements for NFWF Grant #62619 and 319 WIC NKE Plan Swift #205560.

### 4 Scope of Work

Contractor's Responsibilities and Deliverables for work completed as noted in Exhibit A under the supervision of Terri Peters, SWCD District Manager.

### 5 Payment

The SWCD will be invoiced by the CONTRACTOR for services performed by the CONTRACTOR under this contract at a rate of \$50.00 per hour, up to a maximum of **\$8,000.00 for use of NFWF Grant funds and \$25,000 using 319 WIC NKE Plan**. Payment will be made when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs.

#### Requesting Payments

To request a payment, complete an invoice and present it to the Wabasha SWCD.

#### A. Invoices

Identify the name and address of the party to receive the payment from Wabasha SWCD

#### B. Project Information

Identify the program and specific work completed. Work completed should be itemized including dates and who completed the work. Enter the date the work was fully completed.

#### C. Cost Information

Include specific Item costs (ie. 1 item @ \$xxx each or x hours @ \$x.xx per hour) Vendor may include a copy of the bid schedule.

Requests submitted for work which is fully completed should have "Final" written on the invoice.

## **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 **Jennifer Wahls, PO Box 30064, Winona, MN 55987, (218) 310-9058.**

## **7 Independent Contractor**

The CONTRACTOR is an independent contractor and not an employee of the SWCD and is responsible for providing their own transportation and 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, datasets, and files prepared for this grant contract using Microsoft and/or other 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

Wabasha 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.

**15 Conflict-of-Interest**

Consultant, while performing services under contract shall not have, directly or indirectly, any current or promised future financial interests in the services for which the consultant is engaged.

**1. WABASHA SWCD**

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

Title District Manager

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

**2. CONTRACTOR**

By: 

Title: Contractor

Date: 2-15-22

**3. WABASHA SWCD**

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

Title Board Chair

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



## **EXHIBIT 'A'**

### **Contract Work - Outreach/Plan Coordination**

#### **WORK SUMMARY:**

The contracted work includes outreach, coordination with partners and landowners, and tracking implementation of the West Indian Creek 319 Nine Key Element Plan. NFWF funding will also cover some assistance with outreach and SWCD coordination outside the West Indian Creek Watershed.

#### **SCOPE OF WORK**

- General coordination of the outreach work plan in cooperation with SWCD staff.
- Seek to engage and include all members of the watershed around their shared resources and work with SWCD staff to connect them to available resources.
- Develop strong collaborative relationships with District partners, and government and community-based service providers to enable the most effective coordination, referral system, and program development for landowners in West Indian Creek Watershed.
- Work with District and community partners to maintain and expand program services through and based upon the WIC 319 NKE Plan
- Organize, attend, and participate in various outreach and informational events related to plan WIC 319 NKE Plan implementation.
- Plan and attend WIC meetings for committees with District staff and partners collaborating on WIC plan implementation.
- Prepare a monthly report, communications and/or other documentation to be shared with the District Manager and SWCD staff to be disseminated as needed. May be asked to present information to the Wabasha SWCD Board of Supervisors when relevant.
- Work with district and MPCA to establish and maintain timeline and tracking of deliverable actions in the WIC 319 NKE Plan.
- Maintain close communication regarding the status of outreach efforts with program staff by sharing outreach plans and follow-up reports.
- Follow up by phone and/or home visit with farmers/landowners. Include SWCD staff in these communications whenever possible.
- Participate in community meetings, events, and conferences as needed and as related to WIC.
- Help to identify local champion in the WIC watershed and build participation, a farmer led group, and collaboration around local initiatives and focused on community building within the watershed.
- Reach out to community members to learn more about their concerns.
- Maintain cooperation and participation with collaborating groups.
- Recruit volunteers for management events (i.e. invasive management).

#### **Contractor Abilities and Requirements:**

- Work with diverse set of community-based organizations/partners, residents/landowners and stakeholders with varying opinions and backgrounds.
- Foster open communication within and among diverse groups and committees/teams in both environmental and agricultural sectors.
- Work in a team environment
- Manage, organize, and track complex data to share with multiple partners

- Work a flexible schedule as needed, potentially evenings and weekend hours
- Work well with people in various communities, institutional and governmental organizations.
- Some experience in community organizing is helpful, team building and group dynamics.
- Experience in meeting facilitation, and/or community relations.
- Ability to work independently, be flexible, and manage multiple priorities.
- Work well in a team-oriented environment and maintain harmonious relationships with District staff, local/County/State partners, and landowners.
- Some knowledge of the Local/County/State political and policy process.
- Proficient computer skills, especially Microsoft Word, Excel and Google apps such as Gmail/Calendar/Docs to create and share information. Able to participate in Microsoft Teams, Zoom and/or other virtual meeting technology.
- Openness to adopting new strategies.
- Detail-oriented with excellent communication, organizational, interpersonal and writing skills.
- Experience with public speaking and presentations.
- Direct knowledge and/or experience within SE MN/Wabasha County/West Indian Creek region preferred.
- Reliable transportation. Must own and be able to drive a car and have appropriate auto insurance coverage, and a valid driver's license.

## Contract Amendment Form

<b>Organization:</b>  <div style="text-align: center; font-weight: bold;">Wabasha SWCD</div>	<b>Contract Number:</b>  <div style="text-align: center; font-weight: bold;">18-Capacity-7</div>	<b>Amendment Number:</b> <div style="text-align: center;">1</div>	<b>Amendment Type</b> <b>Date</b> <input type="checkbox"/> <b>Amount</b> <input checked="" type="checkbox"/> <b>Land Occupier</b> <input type="checkbox"/> <b>Practice</b> <input checked="" type="checkbox"/> <b>Other</b> <input type="checkbox"/>
<b>Board Meeting Date:</b> <div style="text-align: center;">2/24/2022</div>			

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

State Grant Agreement Expiration Date: 12/31/2022 Original Contract Install Date: 11/30/21

Amended Contract Install Date (if applicable): \_\_\_\_\_

Original Total Amount Authorized: \$4,101.39 Amended Total Amount Authorized: \$7,367.07

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

Due to increased project costs and errors in original EQIP payment estimate, this amendment is increasing state cost share from \$4,109.39 to \$7,367.07. This will result in a total cost share of 75% for all work done prior to the install date of 11/30/2021. The original contract was agreement had two primary practices listed for cost share: 410 and 412. The 412 was not completed by the install date and is no longer part of this contract. The cost share is only applying to the 410 related work that was completed by the install date. There was a small fix required on the 410 portion that was completed after 11/30/2021 that will be the landowners responsibility along with the 412 set to be constructed spring of 2022. [NEW FUNDING BREAKDOWN: 2018 CAPACITY = \$5,013.76, 2019 CAPACITY = \$1,845.90, 2020 STATE COSTSHARE = \$315.94, 2021 STATE COSTSHARE = \$191.47]

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

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

<b>Date</b> <div style="text-align: center;">2/15/2022</div>	<b>Land Occupier</b> <div style="text-align: center;">Stephen McMillan</div>
<b>Date</b>	<b>Landowner, if different from applicant</b>

### Technical Assessment and Cost Estimate

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

<b>Date</b> <div style="text-align: center;">2-15-22</div>	<b>Technical Assistance Provider</b> <div style="text-align: center;">Matt Kempinger</div>	NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed and signed NRCS-CPA-1245 and the as-built can be used as the Technical certification on the "Voucher and Certification"
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### Organizational Approval

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



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Stephen McNallan

Contract No.: 18-Capacity-7

Address: 59632 N County Road 14

City, State, Zip: Kellogg MN

Total Amount

Authorized: \$7,367.07

% Approved: 75% (state)

75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Mack W/LowBoy	3.0	Hours	\$135.00	\$405.00
10/4/21 D6RXL Series 3	11.0	Hours	\$165.00	\$1,815.00
10/4/2021 Labor	1.0	Hours	\$75.00	\$75.00
10/6/2021 Mack W/LowBoy	1.5	Hours	\$135.00	\$202.50
10/6//2021 D6RXL Series 3	2.5	Hours	\$165.00	\$412.50
10/6/2021 330 Hitachi	2.5	Hours	\$185.00	\$462.50
10/6/2021 Haul Truck	3.0	Hours	\$185.00	\$555.00
10/6/2021 Labor	4.5	Hours	\$75.00	\$337.50
10/7/2021 D6RXL Series 3	4.5	Hours	\$165.00	\$742.50
10/7/2021 330 Hitachi	4.5	Hours	\$185.00	\$832.50
10/7/2021 Haul Truck	4.0	Hours	\$185.00	\$740.00
10/7/2021 Fill Sand	3.0	Load	\$110.00	\$330.00
10/7/2021 RipRap 18"-24"	42.0	Yard	\$28.75	\$1,207.50
10/7/2021 RipRap 7"-9"	14.0	Yard	\$25.93	\$363.02
10/18/2021 D6RXL Series 3	3.0	Hours	\$165.00	\$495.00
10/18/2021 330 Hitachi	3.0	Hours	\$185.00	\$555.00
10/18/2021 Bobcat T770	6.0	Hours	\$110.00	\$660.00
10/18/2021 Haul Truck	4.0	Hours	\$185.00	\$740.00
10/18/2021 Labor	23.5	Hours	\$75.00	\$1,762.50
10/19/2021 D6RXL Series 3	3.0	Hours	\$165.00	\$495.00
10/19/2021 D6K 2018	4.0	Hours	\$145.00	\$580.00
10/19/2021 330 Hitachi	3.0	Hours	\$185.00	\$555.00
10/19/2021 130 Exc	4.0	Hours	\$135.00	\$540.00
10/19/2021 Bobcat T770	4.0	Hours	\$110.00	\$440.00
10/19/2021 Haul Truck	4.0	Hours	\$185.00	\$740.00
10/19/2021 Labor	17.0	Hours	\$75.00	\$1,275.00
10/20/2021 D6RXL Series 3	4.0	Hours	\$165.00	\$660.00
10/20/2021 D6K 2018	4.5	Hours	\$145.00	\$652.50
10/20/2021 330 Hitachi	3.5	Hours	\$185.00	\$647.50
10/20/2021 130 Exc	4.5	Hours	\$135.00	\$607.50
10/20/2021 Bobcat T770	2.0	Hours	\$110.00	\$220.00
10/20/2021 Haul Truck	3.0	Hours	\$185.00	\$555.00
10/20/2021 RipRap 8"-9"	16.0	Yard	\$25.93	\$414.88
10/20/2021 Fill Sand	1.0	Load	\$110.00	\$110.00
10/20/2021 Labor	29.0	Hours	\$75.00	\$2,175.00
10/21/2021 D6 RXL Series 3	4.0	Hours	\$165.00	\$660.00
10/21/2021 D6K 2018	4.0	Hours	\$145.00	\$580.00
10/21/2021 330 Hitachi	4.0	Hours	\$185.00	\$740.00
10/21/2021 130 Exc	4.0	Hours	\$135.00	\$540.00
10/21/2021 Bobcat T770	8.0	Hours	\$110.00	\$880.00
10/21/2021 Haul Truck	4.0	Hours	\$185.00	\$740.00
10/21/2021 Labor	6.0	Hours	\$75.00	\$450.00
10/22/2021 D6RXL Series 3	4.0	Hours	\$165.00	\$660.00
10/22/2021 D6K 2018	4.0	Hours	\$145.00	\$580.00
10/22/2021 330 Hitachi	3.0	Hours	\$185.00	\$555.00
10/22/2021 130 Exc	4.0	Hours	\$135.00	\$540.00
10/22/2021 Haul Truck	4.0	Hours	\$185.00	\$740.00



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

10/22/2021 Labor	2.0	Hours	\$75.00	\$150.00
10/25/2021 Labor	3.25	Hours	\$75.00	\$243.75
30" Galvanized Steel Culvert	90.0	Each	\$60.00	\$5,400.00
30" Bevel Charge	1.0	Each	\$210.00	\$210.00
30" Culvert Bands	2.0	Each	\$410.00	\$820.00
Culvert Gaskets	18.0	Each	\$14.00	\$252.00
Triple Angle Hood Intake	1.0	Each	\$800.00	\$800.00
6" PVC Pipe Bell End	80.0	Each	\$7.40	\$592.00
6" PVC 90 Degree Elbow	1.0	Each	\$43.00	\$43.00
6" Perforated Drain Tile	2,000.0	Each	\$1.60	\$3,200.00
6" Solid Drain Tile	300.0	Each	\$1.60	\$480.00
6" Internal Coupling	22.0	Each	\$6.00	\$132.00
6" Blind Tee	1.0	Each	\$15.00	\$15.00
Trash Guard	1.0	Each	\$40.00	\$40.00
Rodent Guard	1.0	Each	\$11.00	\$11.00
D5 W/Operator (Tree Clearing)	11.0	Hours	\$100.00	\$1,100.00
Tax	1.0	Each	\$146.42	\$146.42

PROJECT COST: **\$44,660.57**

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):	Final
B. Total cost of practice to date:	\$44,660.57
C. Eligible amount (total cost x % approved):	\$7,367.07 (state) \$33,495.43 (state & non-state)
D. Total other state payment amount:	\$0.00
E. Total non-state payment amount:	\$26,128.36
F. Total previous partial payments:	\$0.00
G. Pre-Construction Cover payment amount:	\$0.00
H. Maximum payment amount	\$7,367.07

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

**\$7,367.07**

(cannot exceed Total Amount Authorized)

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.

Stephen McMiller  
Payee Signature

2/15/2022  
Date

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.

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.

Matt Kempinger  
Technical Assistance Provider

NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed and signed NRCS-CPA-1245 and the as-built can be used as the Technical certification on the "Voucher and Certification"

Sharon Gernicke  
Administrative Sign-off

2/15/2022

Date

2/16/2022

Date

75% 2021			
Option 3	2021	2022	Total
Cost/CE	\$44,660.57	\$9,052.50	\$53,713.07
EQIP	\$21,128.36	\$7,782.26	\$28,910.62
MAWQCP	\$5,000.00		\$5,000.00
SWCD	\$7,367.07		\$7,367.07
Total Cost Share	\$33,495.43	\$7,782.26	\$41,277.69
Cost Share %	75.00%	85.97%	76.85%
SWCD Increase	\$3,265.68		

Funding Breakdown  
For  
Reference



## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>18-Capacity-7</b>	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input checked="" type="checkbox"/> Board Meeting Date(s): <b>2/24/22</b>	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name: <b>Stephen McNallan</b>	Address: <b>59632 N County Road 14</b>	City/State: <b>Kellogg MN</b>	Zip Code: <b>55945</b>
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\*If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

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

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


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

**NRCS Field Office Technical Guide (FOTG) 410- Grade Stabilization Structure Practice Standards NRCS Field Office Technical Guide (FOTG) 412- Grassed Waterway Practice Standards**
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/21, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

### Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date: <b>4-15-21</b>	Land Occupier: 
Date:	Landowner, if different from applicant:
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is: 410 Grade Stabilization Structure & 412 Grassed Waterway

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

#### Technical Assessment and Cost Estimate

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

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

#### Pre-Construction Cover

Is allowed when temporary cover is necessary for the future installation of structural conservation practices. A flat rate payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a state cost-share contract for the installation of structural practice(s).

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

#### Amount Authorized for Financial Assistance

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

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

Date <i>4/22/21</i>	Authorized Signature <i>Jon Helby</i>	Total Amount Authorized \$4,101.39
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4-22-2021

*MK 1-4-22*



# Henry Stelten SKILLS MATRIX WORKSHEET

Name: Henry Stelten  
Concurred by: *James Fritz*

Title: Ecological Technician  
Title: District Manager

Location: WABASHA FO  
Date:

## ETHICS STATEMENT

In exercising Job Approval Authority as shown below, I agree to utilize my assigned technical approval authority only for work that I am competent and qualified to perform. Economic, social, cultural and environmental impacts will be considered before a conservation practice is recommended. I will seek assistance from others when complicating factors warrant.

I also understand that conservation practices can have negative effects on some resources. I agree to consider the impacts of practices on all resources before recommending their use.

### Employee signature:

Date:

Conservation Practice	Lead Discipline	Controlling Factor	Units	Job Class					MAX APPR AUTHORITY			Approved by	date	
			I	II	III	IV	V	VI	I and E Design Const /Planning	/Dev	/Install			
314	EcoSci Brush Management	ESD-Rangeland Mgt Sp	Treatment type	Treatment Type	Mechanical /Chemical	All types	All types	All types	none	2	2	2	James Fritz	2/18/2022
315	Herbaceous Weed Control	ESD-Rangeland Mgt Sp	Treatment Type	Treatment Type	Mechanical /Chemical	All types	All types	All types	none	2	2	2	James Fritz	2/18/2022
328	Conservation Crop Rotation	ESD-Agron Crop Type	Crop type	Standard Row/Forage Crops	Specialty/Vegetable Crops	Organic Specialty/Vegetable Crops	all	all	none	1	1	1	James Fritz	2/18/2022
329	Residue and Tillage Management, No Till	ESD-Agron Crop type	Crop type	Standard Row/Forage Crops	Organic/Specialty/Vegetable Crops	all	all	all	none	1	1	1	James Fritz	2/18/2022
330	Contour Farming	ESD-Agron Slope	%	<6	6 to 8	>8	all	all	none	3	3	3	James Fritz	2/18/2022
340	Cover Crop	ESD-Agron Number of species planted	Number	1	2 to 3	3 to 5	>5	all	none	3	3	3	James Fritz	2/18/2022
	ESD-Agron Practice Purpose	Purpose	Soil Erosion and Wind Water	Water Quality - Excess Soil Nutrients	Soil Health - Cycles and Pressure	Pest	All	none	2	2	2	James Fritz	2/18/2022	



Conservation Practice	Lead Discipline	Controlling Factor	Units	Job Class						MAX APPR AUTHORITY I and E Design Const /Planning /Dev /Install	Approved by	date			
				I	II	III	IV	V	VI						
345	EcoSci	ESD-Agron	Crop Type	Type	Standard Row/Forage Crops	Organic/Specialty/Veg etable Crops	all	all	all	none	1	1	1	James Fritz	2/18/2022
Residue and Tillage Management, Reduced Till															



Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

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**FW: Stelten JAA**

1 message

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**Peters, Terri - NRCS-CD, Wabasha, MN** <terri.peters@mn.nacdnet.net>  
To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Tue, Feb 22, 2022 at 10:05 AM

Sue,

You could add this email information with that JAA sheet that Henry just gave you.

Terri

**From:** Fritz, James - NRCS, Rochester, MN <james.fritz@usda.gov>  
**Sent:** Friday, February 18, 2022 8:26 AM  
**To:** Henry Stelten <henrystelten.wabashaswcd@gmail.com>  
**Cc:** Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net>  
**Subject:** Stelten JAA

Henry and Terri,

Please review the attached JAA print.

Henry – sign on page 1

Terri – sign on page 1 “concurred”

Return a signed copy to me after Henry and Terri sign.

Route thru the next SWCD Board meeting and have a board member sign on page 1 concurred next to Terri’s name.

Thank you.

Jim Fritz

Area Resource Conservationist

USDA NRCS

Rochester, MN

507-405-3574

[cell] 507-774-2368

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**Stelten\_Henry\_JAA.pdf**

44K

# Understanding Soil Health

Thur, Mar 10

TWO times—TWO locations

## Dodge Center, MN

9am-12pm

35 E Main St, Dodge Center, MN 55927

## St Charles, MN

2pm-5pm

830 Whitewater Ave, St Charles, MN 55972



**Dr. Anna Cates** is Minnesota's first state soil health specialist in the Minnesota Office for Soil Health, which is dedicated to improving soil health in the state by working with farmers and conservation professionals. Her research focuses on soil organic matter cycling and soil function in a variety of cropping systems.

To help the MN Office for Soil Health with research on field workability, farmers please fill out a survey here: [z.umn.edu/fieldworksurvey](https://z.umn.edu/fieldworksurvey)



**Dean Sponheim** is a fourth generation farmer from Mitchell County, Iowa. He is known as the "Accidental Conservationist". He began strip tilling in 1999 and began no-tilling his acres of corn and soy beans in 2019. Dean started aerial applying cover crops in the fall of 2012 and in 2014 started a cover crop seed business, Sponheim Sales and Services. He has founded both a strip till and cover crop seed business. His real passion is helping producers work through the psychological challenges when implementing "Change".

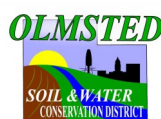
### Event Timeline

**15 min** - Welcome from SWCD's and sharing about local programs

**1 hr 15 min** - Dr. Anna Cates Presentation, Q&A

**1 hr 15 min** - Dean Sponheim Presentation, Q&A

**15 min** - Final Q&A



For questions and more info, contact Angela White 507-328-7139



## Wabasha SWCD Annual Wok Plan

## Targeted, Measurable Objectives

January 1, 2021 to  
December 31, 2021



Objective	Action Item (from Comp Local Water Plan 2015-2025)	Lead Staff & Team	Key Indicators Annually	Progress Indicator
				<div>Working on It/Ongoing</div> <div>Done</div> <div>Stalled Now</div>
Goal: Limit and reduce soil erosion and control sediment associated with land use practices.				
Provide technical and financial assistance to Wabasha County landowners who are interested in reducing erosion and sediment by implementing management practices thereby contributing to the effort to improve water quality	Work with Wabasha Co. landowners, residents and youth to provide information, education, and options to reduce soil erosion and improve water quality.	Terri  All Staff	1 news article, 80 landowner contacts, 1 educational day for community, 1 Conservation Day for youth, school visits, manage SWCD Facebook page	Forestry Day 2021 cancelled re: COVID
				5 <sup>th</sup> Grade Conservation Day: Organize multiple agencies, 6 stations (300 kids). 2021 Canceled re: COVID
				Schedule for County Fair outreach: Did outreach at Wabasha County Fair
				Terri did presentation at water forum in Lake City July 2021
				Mailers for targeted programs. Completed for CREP areas, soil health targeted area (Whitewater), Safe Drinking Water, West Indian Creek targeting
				Attend Family Night on the Farm: Not done in 2021
				Newsletter, newspaper article on projects/programs: Attempted to work with Wabasha editor on a watershed planning story. He was not around long. He did a couple of stories highlighting district. Outstanding Conservationist writeup. Henry completed and submitted article on Japanese Knotweed. Have discussed having ongoing submissions. Working to that.

**Commented [1]:** One large chunk of my workload was not listed on hear at all, Gorman Creek. I don't know if it would be appropriate to add or not but thought I should at least mention that

**Commented [2R1]:** It was included (2nd page there's a blurb about streambank projects) I added a bit more to it.

**Commented [3]:** This was not done. Every potential CREP site I've looked in to does not qualify due to the hydric soils requirement.

**Commented [4]:** Knotweed Article was completed.

				Regular Facebook outreach – posted multiple times to share events, district programs, and times we were highlighted by partners.
				Ongoing nitrate testing offered out of office – MDA took broken spectrometer to repair. Offered Safe Drinking Water programs (free testing, potential cost share for treatment)
	Seek funding and landowner interest to install structural BMP's	Tech II Terri	5 seeded acres of waterways 5 structures 1 terrace 3 WASCOB systems  1,000 to 1,500 acres (drainage area)	7077 Linear Feet of waterways completed 3 Grade stabilization structures completed  383 acres treated and 15 times more in planning phase.

**Commented [5]:** 410 = 142 total  
412 = 241

There is probably 5x that amount currently in the planning phase, if Bigelow is included then it about 15x

**Goal: Limit and reduce soil erosion and control sediment associated with land use practices.**

	Seek funding to create cost share program and work with landowners to install contours/strip cropping	Tech II Terri	250 acres	Assisted with the install of contour strips on approximately 60 acres. Technical assistance is offered. Included as a priority in planning. Increasingly difficult to gain participation with size of equipment becoming prohibitive.
	Continue to provide staff time to promote, install and maintain long-term/permanent conservation programs such as RIM or programs offered by other entities (i.e. MN Land Trust, DNR, Nature Conservancy)	Henry	Assist NRCS to complete plans and contracts for 50 or more CRP's.  Staff offer RIM, CRP CREP	Completed annual site inspections. Continued discussion promoting CREP/RIM/CRP. Assisted in inspections for CRP & CSP evaluations.
	Identify and priority and sensitive area solutions and justify funding for some stream bank projects.	All Staff	1 project per year	Administering North Fork Zumbro-Mazeppa natural channel restoration. Gorman Creek restoration with DNR (design completed, planning phase)

**Commented [6]:** I personally worked on about 60Acres in 2021, That included Judge, Marking, and Schumann



				Dennis Post – EQIP, TU restoration. Whitewater @ Elgin - Potential West Indian-Larry Mischke potential Gilbert Creek - Potential TU – Cold Spring Brook
	Plan erosion control practices in target watersheds	Tech II Terri All Staff	21 HUC 12 watersheds and 3 HUC 8 1W1P for Zumbro and Whitewater watersheds coming	Completed Plan and submitted to EPA (approved). Completed work plan and budget. Awaiting approval at end of 2021. Approved 2022  Submitted CWF application to leverage West Indian Creek Project. Ranked, but did not score high enough for funding.  Partnership with Whitewater JPB – Soil Health Grant for Whitewater watershed.  Completed MRBI (Mississippi River Basin Initiative) request for West Indian Creek. Request approved, special EQIP funding through NRCS.  Began WinLac watershed based planning process  Greater Zumbro watershed plan completed and approved by the Clean Water Council. Watershed based funding in 2022.
<b>Provide assistance for landowners to become compliant with Buffer Initiative and Excessive Soil Loss Law</b>	County has accepted enforcement stage of initiative. SWCD will provide information to County for enforcement use as requested. Provide Wabasha Co. Environmental Services Department with proper technical support for buffer related issues.	Matt Henry (assist)	99% of buffers compliant Utilization of Buffer Implementation Funds	Continuous work with landowners and County on implementation. Spot checks ongoing.  Cooperation with County P&Z as needed.  Follow monitoring status for all Wabasha County buffer parcels
	Use GIS land to identify location needs of buffers	Matt Henry (assist)	Identification of location needs Maintain a 3 year or less monitoring cycle	Completed for buffer initiative and database is ongoing

Commented [7]: I changed this wording

Commented [8]: added this

			on all database items	
	Coordinate with NRCS and FSA for CRP enrollments. Secure funding for buffer programs.	Terri Henry Matt (assist)	Partner for enrollment. Field checks, maps, plans and contracts. Review with landowners.	All staff assist NRCS and FSA as requested for field verifications/recommendations  Henry works with CREP/RIM program ongoing.

Goal: Limit and reduce soil erosion and control sediment associated with land use practices.				
	Target landowners of marginal lands (not in CRP or other long-term conservation programs).	Henry  All Staff	Educational mailings Progress toward goals of NRCS Cooperative Agreement	CREP mailings sent. Use of newspaper and social media used.
	Promote harvestable buffers to landowners who can utilize those perennial crops. Monitor vegetative buffers.	All Staff	50 acres per year	Ongoing
Promote and implement Ag Certainty to landowners so they qualify for long-term conservation programs with cost share.	Continue to work with Wabasha County landowners through the MDA certification process as well as assist with certification in the southeast area. Assist Landowners through land use assessment and assign point value towards certification.	Matt  Terri	#Certified producers	48 (update) producers certified to date Total Certified Acres approximately 22,000  *Certification process almost always includes projects completed with NRCS partnership funds, State funds, and/or MDA funds.  Staff continue to actively promote the program to landowners. 13 applications in process

Commented [9]: How many?

Commented [10R9]: for mailings, and if you did an article, how many

Commented [11R9]: This was old text that I did not add. Wondering if the NFWF work / discussing CRP etc with landowners counts here. No articles specifically for this purpose were done. West Indian Creek mailings may count?

Commented [12]: Terri, Where did you get this number? According to my tracker which was recently balanced with Brittany's we only have 48 certified producers in the county. There are another 13 who have applied but not yet been certified. That gets us to 61 combined but I know many of those were added in the last year.

Commented [13R12]: this is previous number...old info

Commented [14R12]: but, I would have had report from somewhere. I would request that information from person working on program...Mark Root?

Commented [15R12]: Can you check with Mark on this. I think maybe he gave me this info.

Commented [16R12]: Mark has redirected me to Brittany when I have asked him in the past so her numbers should be right on.

Commented [17]: 13

	Cost share programs to implement practices. Soil Erosion, Nutrient Management, Water Quality practices are implemented that address several areas of water plan.	All Staff		<p>2 or more State Cost Share Program- projects that follow NRCS standards and meet cost share guidelines.</p> <p>8 or more projects to address soil erosion concerns with fund availability. Must follow NRCS standards and meet State cost share guidelines.</p> <p>**Progress noted above.</p> <p>Capacity Funding</p> <p>*** Number of projects will be determined by funding available, cost, and if combined with other funding sources.</p>
<b>Increase, retain, and maintain perennial vegetation and improve soil health throughout Wabasha Co.</b>	Develop current packet of educational materials including environmental and economic benefits of soil health; promote best management practices that improve soil health such as cover crops, conservation tillage, and crop rotation, including hay in rotation, and field and road borders	All Staff	<p>1 mailing</p> <p>Share in multiple Media formats</p> <p>1 newspaper article</p> <p>1 Field Days</p>	<p>Cover crop and no-till strategies included in planning processes.</p> <p>Cover crop programs have gained participation since 2016. Requirements are now more limiting. Current discussion is on continuation after the initial trial.</p> <p>Regional cover crop program participation.</p>
	Use funding from Capacity or NRCS and find new grant sources to implement practices to create a District Soil Health program	Terri  Other staff as applicable	<p>80 acres or more of cover crops and no-till</p> <p>250 acres Crop rotation</p> <p>7 acres Field/road borders</p>	<p>Policy updated for cover crop payments. Discussions on incorporating no-till into program in progress.</p> <p>Cover crop programs have gained participation since 2016. Requirements are now more limiting.</p> <p>Participation in regional cover crop program.</p> <p>30 new acres contracted for cover crops. 60 acres waiting for funding. 7 acres of field buffer strip planned. 385 total acres currently enrolled.</p>

**Commented [18]:** I need to reword

**Commented [19R18]:** Are you wanting us to add anything more specific?

**Commented [20R18]:** no

**Commented [21]:** Henry Input

**Commented [22R21]:** I added a bit to what you had.

**Commented [23R21]:** Give me a total number of acres that are currently under contract

**Commented [24R21]:** Done. This excludes contracts that were completed this year (2021 being the final year). Let me know if you want that number in here as well, please.

**Commented [25R21]:** I would like the total number, so any that were final year would have been planted in 2021 and this is a report of work done in 2021.

Goal: Improve water quality through best management practices and provide landowners with education and resources available to implement practices.

<b>Local Water Management</b>	<p>Encompasses any actions or expenses implemented to meet Water Plan objectives including:</p> <ul style="list-style-type: none"> <li>-Attending WQ work meetings</li> <li>-Writing Water Plan</li> <li>-Monitoring and reporting on Water Plan</li> <li>-Implementing actions of the Water Plan</li> <li>-Attending educational and planning meetings related to the six priorities of the Water Plan</li> </ul>	<p>Terri</p> <p>All Staff</p>	<p>Progress reports with specific indicators and outcomes noted</p>	<p>Will participate in regional nutrient management grant to address nutrient management in Drinking Water Supply Management areas.</p> <p>Participation in Wellhead Protection Plans (Wabasha &amp; Lake City)</p> <p>Participation in Greater Zumbro and WinLac watershed based planning processes.</p>
<b>Educate and promote sound comprehensive nutrient management practices to county landowner. Provide technical assistance where possible.</b>	<p>Utilize revised MDA Nitrogen Fertilizer Management plan guidance on BMP evaluation.</p>	<p>All staff</p> <p>Contracted Outreach</p>	<p>Formation of local advisory committee</p> <p>2 educational events with partners</p> <p>1 research site</p> <p>Plan soil health event with partners.</p>	<p>Building on previous outreach/interviews to further develop farmer peer advisory group. Focus on West Indian Creek outreach and bringing community together.</p> <p>Contracted outreach targeting Lower Zumbro floodplain areas</p> <p>Contracted outreach working to train staff for targeted outreach in West Indian and CWMA program</p> <p>Partnering with SE (administered by Olmsted) on Safe Drinking Water program (free testing and cost share for treatment systems) 250 mailings sent. 1 contract for water treatment system.</p> <p>Several projects being evaluated by Joint Powers Board engineer and District Tech for potential as projects.</p>

	Explore options and potential incentives for livestock operations with less than 300 animal units to take proper manure and alfalfa credits. Gain information on existing commercial fertilizer use to provide on farm nutrient budget.	Terri Matt JPB assist	2 small feedlot fixes	Feedlot project completed 2 small feedlot fixes completed including a waste treatment buffer, clean water diversions, and heavy use protection  Continue with planning and implementation of 5 diverse feedlot projects is ongoing.
	Continue manure spreader calibrations, manure sampling and nutrient management education.	Staff as needed Partners	Information shared on financial incentives and grid sampling	Nutrient management planning assistance through Fillmore & Goodhue (Kelsi).  MDA and U of M working with landowners in the County

**Commented [26]:** 2 is the correct # of completed

**Commented [27]:** Matt add in brief details for feedlot projects. Include those interested, in process, or passed to NRCS

**Commented [28R27]:** 5 are still in progress, Kate and SWCD are handling 4 and NRCS is handling 1 I believe.

**Commented [29]:** added details

**Goal: Improve water quality through best management practices and provide landowners with education and resources available to implement practices.**

	Promote and market cost-share programs that assist in nutrient management plan writing and practice installation.	Staff as needed Partners NRCS	5 landowners	Nutrient management planning assistance through Fillmore.  MDA and U of M working with landowners in the County
	Identify large manure storage projects biannually.	Terri	# Built	1 Livestock Waste Management project in completed in 2021 with State funds  1 completed on own with funding assistance from AgBMP loan. (plan was funded by 2017 RCPP)  NRCS – 3 applications in
<b>Provide information and education on the regulations and benefits of fertilizers and other chemical applications.</b>		Staff Work with partners	2 meetings with partners	Discussions happening as result of some recent high nitrate test results and contacts from concerned landowners. Ongoing.

**Commented [30]:** The only one I worked directly on is Ted Mehrkens

Goal: Continue to assess water sources in Wabasha County for impairments and take actions to improve the groundwater and surface water resources and increase septic system compliance.				
<b>Wellhead protection of public water supplies.</b>	Promote RIM and Continuous CRP in Drinking Water Supply Management Areas (DWSMAs) characterized as highly or very high vulnerability	Henry Terri Partners	#Letters sent #Site visits	Multiple conversations with landowners re: CREP and CRP in general. Work toward planning targeted DWSMA mailing.
	Promote nitrogen management BMP's in conjunction with public water supplies in vulnerable DWSMA's	Henry Terri Partners	#Landowner contact 1 Field Days 1 Demonstration Project	Work with Cities in Wabasha County on their Wellhead Protection Plans.  Participation in regional grant for cover crops/nutrient management grants to landowners with partners. Priority and higher rates for acres in DWSMAs.
	Provide support to cities in Wabasha Co. to carry out their Wellhead Projection Plans	Tech	# Cities TA Assist other cities ongoing as needed or requested.	Targeted: Elgin. Met with City of Elgin and DNR to discuss easement/restoration potential.

Goal: Continue to assess water sources in Wabasha County for impairments and take actions to improve the groundwater and surface water resources and increase septic system compliance.				
<b>Assist private well owners in protecting and/or improving their drinking water supplies</b>	Identify and GPS abandoned wells.	Matt Terri  Other Intern	\$\$ Funding for summer intern  # Brochures and letters sent  GPS map of wells  Would be in cooperation with the County Public Health to have inventory.	Wabasha SWCD has well sealing cost share available and have assisted with sealing 2 in 2021. Technical assistance for 2 other inquiries.  Safe Drinking Water program (Olmsted) – offers testing and treatment cost share  Safe Drinking Water Grant funds utilized. Letters and fact sheets mailed to 250 well owners. 1 cost-share contract for home water treatment system.
	Develop a program to seal abandoned wells.	Tech	\$\$ Funding 5 wells/yr.	SWCD program developed.

**Commented [31]:** 2 in 2021, we currently have 1 more active contract for well sealing. there were 2 other inquiries in 2021 that did not lead to contracts



<b>Water quality of private wells</b>	Administer the citizen volunteer nitrate monitors. Once information is compiled, develop educational events.	Terri Tech II	1 or more nitrate clinic \$\$ Funding	Ongoing data base. Points added to map layer. Actively pursuing filling nodes.  Nitrate testing offered ongoing at the SWCD office.
<b>Identify and address imminent threats to public health from septic systems</b>	Continue to offer low interest loan funding through MDA's AgBMP Loan Program and continue to seek alternative cost share funding	Terri	# of landowners assisted in understanding programs, provided information. # loan review of applications for water quality benefit.	AgBMP funds used to assist 5 landowners (\$402,200 approved) with projects that benefitted water quality. None were septic system projects.
<b>Administer the Wetland Conservation Act for Wabasha County</b>	Addressing violations (regulatory); taking applications for the work people want to do that impact wetlands; technical comments about proposed strategies; surveying; putting together a panel for review; -working to get landowners compliant	Terri Tech I Tech II	# of violations addressed  #wetland banking requests  #partner agencies worked with to address	3 Wetland applications received and processed.  Ongoing requests for assistance.  worked with DNR, BWSR, USACE and Wabasha County

**Commented [32]:** Jim Bartholome

**Commented [33]:** 3 Violations in 2021

**Commented [34R33]:** Can add in numbers for review of MPARS and 1026s

**Commented [35R33]:** Here's a better breakdown.

Violations Addressed: 3  
Wetland Banking Requests: 0  
Partner Agencies: At least 5  
Total WCA Applications Processed: 7  
WCA related Landowner Assistance Instances: 43  
^Includes MPARS and 1026 that require more significant investigation.  
1026: 4  
MPARS: 32

**Commented [38]:** Added

**Commented [36]:** 0 in 2021

**Commented [37]:** 3

### Goal: Increase and improve quality acreage with the use of better BMP's through forestry and promote rotational grazing.

<b>Promotion and implementation of rotational grazing</b>	Educate producers on the economic and environmental benefits of rotational grazing	Tech	1 Field Days 1 Tour	Public events limited with pandemic in 2021
	Establish rotational grazing, with well managed rotational grazing practices, in marginal land or riparian areas.	Tech	1 Event \$\$ Funding 3 landowners/yr.	Contracted outreach in Lower Zumbro floodplain. Part of focus on working lands and interest in market development. Report completed in 2021. Pursue follow-up opportunities in 2022 NRCS funded rotational grazing. SWCD piggyback funding for 1 project.

				Included in West Indian Creek implementation. Targeted outreach ongoing.
	Seek financial assistance program to restore and establish forest land; focus on programs with a life span such as CRP or RIM or land purchase by agencies	Terri Henry Partners	\$\$ Funding 10 acres/yr.	Ongoing partner outreach in progress (MLT, TNC)  FY2022 CWMA Application for continued management of weeds and invasive species. Use of prior CWMA funds for cost share.
<b>Promote retention and best management of forestland.</b>	Continue to develop forestry- based programs; collect, organize and evaluate data relating to forestry and share data. Improve technical assistance on forest management and increase funding for private forest management	Terri Henry Partners	#Multi-agency cooperation Data set 10 Landowner contracts/yr. 1 Forestry event \$\$Funding to landowners	Worked with DNR, BWSR, other to develop team to complete RAQ and promote forestry as part of West Indian Creek prioritization and implementation  Continue to promote forestry through watershed-based funding efforts.  Continued work with partner/outreach efforts. CWMA funds utilized for providing cost-share on managing invasive species.
	Seek financial assistance to restore and establish forest land; Seek programs with a life span such as CRP or RIM or land purchased by agencies	Terri Henry	\$\$ Funding 10 acres/yr.	Worked with partners on program/funding development in 2021. (Lindberg Ekola, BWSR, Gary Michael, DNR) Ongoing.  Working towards development of Local Forestry Team
	Explore program options to establish riparian buffers in formerly grazed or cropped areas. Seek programs with a life span such as CRP or RIM	Tech	# Agency cooperation \$\$ Funding	CREP difficult to utilize in Wabasha County due to hydric soil requirements.  CRP has been promoted.  Partners are pursuing RIM option

	Implement Watershed Forestry Initiative such as Healthy Forests Healthy Waters	All Staff And	\$\$ Funding 1 Watershed every 2 years	319 Focus Small Watershed Grant plan approved. Leveraged with MRBI approval. Partner teams moving forward.
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		Partners	Projects 10 landowners/yr.	<p>Continued work using the National Fish and Wildlife Foundation grant received for planning in the Driftless Area. Projects completed as match with Federal and State funds.</p> <p>Watershed implementation funds coming in for the Greater Zumbro planning area and promoting in the WinLac planning process.</p>
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Goal: Notable workload to meet goals of grant programs/special projects – Will help to meet overall above goals (Significant Funding)				
<b>N. Fork Zumbro @ Mazeppa and Gorman Creek</b>	Stream restoration projects	Tech Terri	Administer and TA on projects Completion is goal	N. Fork Zumbro will finalize in 2022. Gorman Creek:
<b>MAWQCP</b>	Landowner certification – Recommend projects to improve water quality and increase certification points	Tech Sue Terri Partners	Administer regional funding. Staff assigned to work on program promotion/LO signup. Staff time to program	Continue to administer regional program
				Continue to promote and have dedicated staff time to do so.
<b>West Indian Creek 319 Plan</b>	Nine Key Element Plan approved. Work Plan and Budget Approved for 1 <sup>st</sup> 4 years. Follow	Terri Techs Coordinator Partners	<p>Comprehensive plan: Set up monitoring Target for practices</p> <p>Coordinate with teams for monitoring setup, Structural practices, Grazing, Forestry, Groundwater</p>	<p>Coordinator contracted</p> <p>Teams for various priorities in place</p> <p>Initial targeted outreach completed</p> <p>EQIP sign up for MRBI complete for 1<sup>st</sup> round.</p>
<b>Staff Management</b>			Redo Wage Study PRAP funds?	<p>Personnel policy update</p> <p>Training continuation</p> <p>JAA opportunities</p>

<b>Zumbro Watershed Based Funding</b>	Implementation items from plan.  Report items completed by partners that are not funded by plan, as well.	Terri Techs Partners	Items coming for work plan/budget \$82,000 ag practices cost share \$5000 Non-structural cost share \$4,000 Groundwater cost share \$1,000 project development (stream resto) \$18,750 TA	
<b>WinLac 1W1P Planning Process</b>	Planning Process	Terri Techs Partners	Prioritization Public Outreach Input in Planning Process	PWG monthly meetings, committees, waterside chats.  Policy Committee meetings and other requested events

#### Acknowledgements

Planning documents developed in consultation with board and staff members (individual telephone interviews and face-to-face work session) by Donna Rae Scheffert, Leadership Tools, during August 2018. [leadershiptools@charter.net](mailto:leadershiptools@charter.net)

#### Exclusions

This plan does not include components of personnel management, organizational development, fiscal management, or program reporting. It is based on information provided by the District.

