Wabasha Soil and Water Conservation District District Regular Board Meeting February 27, 2020 8:15 a.m. County Annex Conference Room 625 Jefferson Ave.

## I. <u>CALL MEETING TO ORDER</u> –

#### II. PLEDGE OF ALLEGIANCE

III. <u>AGENDA</u>

# IV. <u>PUBLIC COMMENTS</u>

Comments limited to 5 minutes per speaker

## V. CONSENT AGENDA

- A. Freeborn SWCD 2020 MAWQCP Sub-Agreement-
- B. Olmsted SWCD 2020 MAWQCP Sub-Agreement
- C. Mower SWCD 2020 MAWQCP Sub-Agreement-
- D. Winona County SWCD 2020 MAWQCP Sub-Agreement
- E. SE SWCD Technical Support JPB 2020 MAWQCP Sub-Agreement
- F. Rice SWCD 2020 MAWQCP Sub-Agreement
- G. Dodge SWCD 2020 MAWQCP Sub-Agreement
- H. Goodhue SWCD 2020 MAWQCP Sub-Agreement

# VI. <u>SECRETARY'S REPORT</u>

A. January 23, 2020 Meeting Minutes-Board Action

## VII. TREASURER'S REPORT:

- A. January Program Record-**Board Action**
- B. January District Financial Statements-Board Action

## VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$18,560.94 -Board Action

# IX. DISTRICT REPORTS

- A. Chair Report Terry Helbig
- B. County Commissioner Rich Hall
- C. District Manager Report Terri Peters
- D. NRCS Report Phillis Brey
- E. Ecological Technician Report Jen Wahls
- F. District Technician Report- Mitch Rigelman
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske

# X. OLD BUSINESS

- i. Meeting Dates/Time 8:15 am for 2020 List of Dates in Board Packet
- ii. Annual Leave Carry Over Policy Tabled at January 23, 2020 meeting
- iii. Trading in GMC Truck Tabled at January 23, 2020 meeting

# XI. <u>NEW BUSINESS</u>

- A. MN BWSR FY 2020 and 2021 Cooperative Weed Management Area Program Grant Agreement **Board Action**
- B. William & Rosie Schmitt request for Wabasha SWCD to be co-payee on their RIM practice reimbursement checks. (WRP easement restoration) **Board Action**
- C. Contract approval for Peter Klapperich on 30 acres of cover crops 19-DWP-CC-1 (\$2,700.00 total for 340 Cover Crop Practice for 3 years. Installed by 11/01/2020, 11/01/2021, 11/01/2022 Board Action
- Contract approval for Jack Stamschror on 30 acres of cover crops 20-Capacity-2 (2,700.00 total for 340 Cover Crop Practice for 3 years. Installed by 10-01-2020, 10/01/2021, 10/01/2022) Board Action
- E. Contract approval for Swanson Family Farm on 412 Grassed Waterway Contract 20-CS-1 in the amount of \$10,600.00 **Board Action**
- F. Resolution # 02272020-1 to support a Mississippi River Winona/La Crescent One Watershed, One Plan (1W1P) planning project **Board Discussion/Approval/Action**
- G. Letter to BWSR: Wabasha County Water Plan 2020 plan amendment waiver request **Board Discussion/Action**
- H. Easement Delivery Work Order 79-19-W099 Board Action
- I. 2020 District Budget Board Action
- J. 2020 Building Lease Mitel Schule Inc Board Action
- K. \$5,000.00 Scholarship for College Junior Level and Above Studying Fields in Sustainable Agriculture & Forestry – Application Period January 15 – March 30, 2020
   Board Information (May know someone that should apply)

# XII. UPCOMING EVENTS:

- Economics of Soil Health & Cover Crops, Friday, February 28, 2020 and Stewartville Civic Center 8:30 am to 3:00 pm. Registration Fee \$15.00 includes lunch. RSVP by Wed. 2/26 by emailing <u>SWCD@co.olmsted.mn.us</u> or by calling 507-328-7070
- ii. Cover Crops 101 Monday, March 9, 2020. 6:00 pm to 8:00 pmFree Pizza at Brewskie's in Utica 110 E. Main St. Utica, MN 55979
- iii. MASWCD Legislative Briefing and Day at the Capitol, March 24-25

# XIII. Board Reports

- A. WW –
- B. 1W1P-
- XIV. <u>Adjourn</u>- Board Action

- XV. <u>Closed Session Terri and Board</u> Discuss Office Structure
- XVI. <u>Reopen Regular Meeting</u>
- XVII. <u>Adjourn</u>- Board Action

## WABASHA COUNTY SWCD

# MINNESOTA AGRICULTURAL WATER QUALITY CERTIFICATION PROGRAM REQUEST FOR TECHNICAL ASSISTANCE AND PROMOTION FUNDS

#### **General Information**

Governmental unit	Contact name	Requested amount of funding
Freeborn SWCD	Brenda Lageson	X \$2,500
Address	City/State	Zip code
1400 West Main Street	Albert Lea, MN	56007

#### **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner participation in the MAWQCP.

#### Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

> 611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or

Email: terri.peters@mn.nacdnet.net and/or susan.cerwinske.wabashaswcd@gmail.com

#### Reporting

Board

on

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

Applicant Signatures Board or Authorized Representative Signature Freezborn SWUD by Brench Loya	-Board meeting date 2/18/2020	Total Amount Requested
Southeast Area Certification Specialist	~1 01 11 40 d.U	
Name MA ARA	· · · · · · · · · · · · · · · · · · ·	Date 2-13-20
abasha SWCD Authorization	EI.	
Board or Authorized Representative Signature 02/18/2020	Board Meeting Date - Con Sech	Total Amouit Authorized - \$ 2,500.00
as approved by Wabarhe Swa		-

1-23-2020

2

#### **General Information**

Governmental unit	Contact name	Requested amount of funding
Olmsted SWCD	Skip Langer	\$2,500
Address	City/State	Zip code
2122 Campus Drive SE, Suite 200	Rochester, MN	55904

## **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner
  participation in the MAWQCP.

## Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or Email: <u>terri.peters@mn.nacdnet.net</u> and/or <u>susan.cerwinske.wabashaswcd@gmail.com</u>

#### Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

## **Applicant Signatures**

Board or Authorized Representative Signature	Board meeting date	Total Amount Requested
Aan Rit	1/23/2020	⊠\$2,500

## Southeast Area Certification Specialist

Name Date 1-23-2020

Wabasha SWCD Authorization

Board or Authorized Representative Signature	Board Meeting Date 1-23-2025	Total Amount Authorized \$ 2,500.00	
as approved by Wasashen Sw.	υD		
Board on 1.23-2020			

#### **General Information**

Governmental unit	Contact name	Requested amount of funding
Mower SWCD	Justin Hanson	\$2,500
Address	City/State	Zip code
1408 21 <sup>st</sup> Ave NW Ste 2	Austin, MN	55912-9348

#### **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- · Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner participation in the MAWQCP.

#### Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Involces to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

> 611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or Email: <u>terri.peters@mn.nacdnet.nct</u> and/or susan.cerwinske.wabashaswcd@gmail.com

#### Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

#### **Applicant Signatures**

Board or Authorized Representative Signature	Board meeting date	Total Amount Requested
Ate-	2/19/2020	X \$2,500

## Southeast Area Certification Specialist

Nante Date 2-20-20

#### Wabasha SWCD Authorization

Board or Authorized Representative Signature Board Meeting Date Total Amount Authorized \$ 2,500.00 210 2/20/2020 2020 Sig auth 1.23-2020 apprived

#### **General Information**

Governmental unit Winona County SWCD	Contact name Wanda Anderson	Requested amount of funding \$2,500
Address	City/State	Zip code
400 Wilson St.	Lewiston, MN	55952

#### **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner
  participation in the MAWQCP.

#### Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

> 611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or Email: <u>terri.peters@mn.nacdnet.net</u> and/or <u>susan.cerwinske.wabashaswcd@gmail.com</u>

#### Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

## **Applicant Signatures**

Board or Anthorized Representative Signature		Board meeting date	Total Amount Requested
Leo Molt	SWCD Board Chair	2-13-2020	⊠\$2,500

Southeast Area Certification Specialist

Name de a

Date 2-20-20

Wabasha SWCD Authorization

Consert Agenda

Sur Heyer 2/20/2020	Board Meeting Date 2/27/2020	Total Amount Authorized \$ 2,500.00
---------------------	---------------------------------	--

Sig and approved 1-23-2020

2

#### **General Information**

Govenimental unit	Contact name	Requested amount of funding
SE SWCD Technical Support JPB	Glen Roberson	\$2,500
Address	City/State	Zip code
104 B 3 <sup>rd</sup> Ave	Goodhue, MN	55027

#### **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- · Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner participation in the MAWQCP.

#### Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root, Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or Email: terri.peters@mn.nacdnet.net and/or <u>susan.cerwinske.wabashaswcd@gmail.com</u>

#### Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

**Applicant Signatures** 

Board or Authorized Representative Signature	Board meeting date	Total Amount Requested
--	--------------------	------------------------

Southeast Area Certification Specialist

Nanc Date 1 2-20-20

Wabasha SWCD Authorization

Jen H

Convert Azente

	Board Meeting Date	Total Amount Authorized
2/20/2020	2+2712020	\$ 2,500.00

515 anth approved 1-23-2020

#### **General Information**

Governmental unit Rice SWCD	Contact name Steven Pahs	Requested amount of funding X \$2,500
Address	City/State	Zip code
1810 30 <sup>th</sup> Street NW	Faribault, MN	55021

#### **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner
  participation in the MAWQCP.

#### Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

> 611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or Email: <u>terri.peters@mn.nacdnet.net</u> and/or <u>susan.cerwinske.wabashaswcd@gmail.com</u>

#### Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

**Applicant Signatures** 

Board On Authorized Representative Jignature	Board meeting date	Total Amount Requested
Sol 1. tore	2-12-2020	⊠\$2,500

Southeast Area Certification Specialist

Name Date 2-12-20

Wabasha SWCD Authorization

Concert agende

Board or Authorized Representative Signature Board Meeting Date Total Amount Authonized Levo Hedero 02/20/2020 stog auch approved 1-23-2020 \$ 2,500.00 127 02 2020

#### **General Information**

Governmental unit Dodge SWCD	Contact name Adam King	Requested amount of funding X \$2,500
Address	City/State	Zip code
916 2 <sup>nd</sup> St SE	Dodge Center, MN	55927

#### **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner
  participation in the MAWQCP.

#### Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

> 611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or Email: <u>terri.peters@mn.nacdnet.net</u> and/or <u>susan.cerwinske.wabashaswcd@gmail.com</u>

#### Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

**Applicant Signatures** 

Board or Authorized Representative Signature	Board meeting date	Total Amount Requested
Bill Dhr	0505-05-2	🗙 \$2,500

Southeast Area Certification Specialist

Namo Date 2-24-20 An

#### Wabasha SWCD Authorization

Board or Anthonized Representative Signature	Board Meeting Date U212712020	Total Amount Authorized \$ 2,500.00	
Sig outh approved 1-23-2020 Bo and My			

LO

2

#### **General Information**

Governmental unit	Contact name	Requested amount of funding
Goodhue SWCD	Glen Roberson	\$2,500
Address	City/State	Zip code
104 E 3 <sup>rd</sup> Ave	Goodhue, MN	55027

#### **Contract Information**

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner
  participation in the MAWQCP.

#### Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

> 611 Broadway Ave., Suite 10 Wabasha, MN 55981 Or Email: <u>terri.peters@mn.nacdnet.net</u> and/or <u>susan.cerwinske.wabashaswod@gmail.com</u>

#### Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

## **Applicant Signatures**

Board or Authorized Representative Signature	Board meeting date	Total Amount Requested
1		X \$2,500

Date

2-25-20

Southeast Area Certification Specialist

Name

Sig cuth approval 1-23-2020

Wabasha SWCD Authorization

Board or Authorized Representative Sign Board Meeting Date Total Amount Authorized \$ 2,500.00 08 . 24. dDdD Wal xishan 5 Pa nsent 212712020

# Wabasha Soil and Water Conservation District District Regular Board Meeting January 23, 2020 8 a.m. County Annex Conference Room 625 Jefferson Ave.

I. <u>CALL MEETING TO ORDER</u> – Meeting called to order at 8:05 am by Chairman Terry Helbig Supervisor Present: Terry Helbig, Chairman, Lynn Zabel, Vice Chair, Larry Theismann, Secretary, Chuck Fick, Treasurer, Nate Arendt, Member Staff: Terri Peters, District Manager, Jen Wahls, Mitchell Rigelman, Sue Cerwinske Others: Mark Miller, DNR

## II. PLEDGE ALLEGIANCE

## III. <u>AGENDA</u>

Moved by Arendt, seconded by Zabel to approve agenda Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

## IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

# V. <u>CONSENT AGENDA</u> -Board Action

- A. 2020 Local Cost Share Policy
- B. 2020 Wabasha NLMP Implementation Plan-Signature Needed
- C. 2019-20 Zumbro River Valley Outreach Grant Agreement (TNC)
- D. Land Stewardship Project Sponsorship Invoice \$300.00
- E. MAWQCP Newsletter January, 2020
- F. 2020 Well Sealing Policy and Priority Checklist Board Action
- G. Fillmore SWCD 2020 MAWQCP Sub-agreement Signature Needed
- H. Goodhue SWCD Payment voucher \$864.89 for RCPP Stacey Miller return of TA Funds not used.
- I. Mower SWCD Invoice 7804 \$4,296.25 Reimburse for 2019 Well Sealing Payments
- J. MASWCD 2020 Dues \$3,593.69
- K. BWSR Return of FY17 State Cost Share Funds \$1,825.07
- L. BWSR Return of FY18 Buffer Cost Share Implementation Fund \$2,324.34

Moved by Fick, seconded by Arendt to approve Consent Agenda Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

## VI. <u>SECRETARY'S REPORT</u>

A. December 19, 2019 Meeting Minutes-Board Action

Moved by Arendt, seconded by Fick to approve the Secretary's Report Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

## VII. TREASURER'S REPORT:

 A. December Program Record-Board Action November report edited for difference noted last month
 Moved by Fick, seconded by Zabel to approve December Program Record
 Affirmative: Zabel, Theismann, Fick, Arendt
 Opposed: None
 Motion Carried

B. District Financial Statements-**Board Action** *Moved by Fick, seconded by Zabel to approve District Financial Statements Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried* 

# VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$49,119.33 -Board Action Moved by Theismann, seconded by Fick to approve payment of Monthly Bills in the amount of \$49,119.33 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

# IX. DISTRICT REPORTS

- A. Chair Report Terry Helbig Attended a couple of commissioner meetings. Last one, they approved Aquatic Grant and invited to visit with Reps Monthly Breakfast with past supervisors Tom & Rolland.
- B. County Commissioner Rich Hall is the representative for county board for 2020
- C. District Manager Report Terri Peters Rich Hall designated as 1W1P member.
  1W1P meeting with work group. Went through measurable goals, addressed priorities from public input. 10-year plan and beyond. Policy committee need to start talking about organization for administrating once approved and go forward with implementation. Attended meeting with MPCA and partners on 1W1P discussing Mississippi/Winona/La Crescent, is the other 1W1P we will be involved in. Sheila Harmes potential day to day contact. Talking to both SWCD and County Boards to act support and move forward

to get support and move forward

Working on year reporting, reconciling program to -Elink. Area Grant - MAWQCP closing out. Staff and Terri went over with Pete Fryer for JPB Engineering requests we request engineering help with. BALMM Meeting – Rochester Regional "We are Water" exhibit. Satellite exhibits – 2021. Contacted Eagle Center for to be there 2021 Mar-May

- D. NRCS Report Phillis Brey absent
- E. Ecological Technician Report Jen Wahls
- F. District Technician Report- Mitch Rigelman

Met with Pete Fryer, reviewed projects list that we may request engineer assistance. Reviewing and following up on the projects progress and see what may be ready in the spring to construct. Handful of designs ready to review with landowners -waterways, Grade stabilization and Terrace. Attended training for new Conservation desk top for used for planning purposes Organizing an Ag Certainty promotional event targeting people in the Lake City area to bring in more small projects, like waterways through that program. Organizing for around mid to end of February potentially. Drone presentation. New utilization to use in surveying. It takes 4K quality imagery. Evaluating imagery converting into volumetric survey data. Use on troublesome projects. Example Mazeppa Creek. very steep, erosive sandy soils. Hard to use traditional survey equipment. Gather data by scattering target points, have drone look straight down in center of targets. Reposition targets to get geographic position by flying in a grid pattern. Images stitched together. Use different software to process data into 3D imagery to show contours, landscapes and elevations. Useful for surveying. Possible to use different funds together.

- G. Bookkeeper/Administrative Assistant -Sue Cerwinske
- H. DNR Forestry, Mark Miller Forestry Day Tree & Donut Resolution (Donation) Board Action

Moved by Arendt, seconded by Fick for SWCD to donate \$50.00 for Coffee, donuts and 100 trees for Forestry Day 2-14-20

Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

- X. OLD BUSINESS
  - i. Set Meeting Dates/Time for 2020

Moved by Arendt, seconded by Theismann to keep the Regular Meeting Dates on the Fourth Thursday of the Month with the exception of November and December will be the Third Thursday of the Month and Changing start of Meeting time to 8:15 am Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried  SWCD co-sponsored event with the Land Stewardship Project –Wednesday, January 29, 2020 location Peace United Methodist Church between Elgin and Plainview. Need to get head count and get registration form. We will need to pay fee for whoever going – Board Discussion Larry, Chuck, Lynn and Jen will be attending. Check was cut for registration fee for the four.

# XI. <u>NEW BUSINESS</u>

- A. Elections of SWCD Board Officers Board Action
  - i. Chairman Terry Helbig
  - ii. Vice Chairman Lynn Zabel
  - iii. Secretary Larry Theismann
  - iv. Treasurer Chuck Fick

Moved by Theismann, seconded by Fick to keep the same SWCD Board Officers for 2020 as they were in 2019 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

- B. 2020 Committee Appointments-Board Action
  - i. Personnel committee Lynn Zabel and Nate Arendt

Moved by Fick, seconded by Theismann to keep the same Personnel Committee for 2020 as they were in 2019 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

ii. Finance Committee - Chuck Fick and Larry Theismann

Moved by Arendt, seconded by Zabel keep the same Finance Committee for 2020 as they were in 2019 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

iii. Whitewater Watershed - Lynn Zabel and alternate Larry Theismann

Moved by Arendt, seconded by Fick to approve Lynn Zabel to Whitewater Watershed Committee for 2020 and Larry Theismann as alternate Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried iv. One Watershed, One Plan – Larry Theismann, Terry Helbig alternate

Moved by Arendt, seconded by Fick to approve Larry Theismann as representative and Terry Helbig alternate for One Watershed, One Plan Committee for 2020 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

v. SE SWCD Technical Support JPB - Larry Theismann and Chuck Fick, alternate

Moved by Zabel, seconded by Arendt to approve Larry Theismann as representative for the SE SWCD Technical Support JPB meetings and Chuck Fick as alternate Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

vi. County Board Meeting Representative – This is a member of our board who will go to county meetings. – *Terry Helbig, Lynn Zabel, alternate* 

Moved by Arendt, seconded by Fick to approve Terry Helbig as County Board Meeting Representative and Lynn Zabel as alternate Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

C. Designation of Official Newspaper Resolution 01232020-2 (The Lake City Graphic) - Board Action

Moved by Arendt, seconded by Zabel to approve the Designation of The Lake City Graphic as the Official Newspaper Resolution 01232020-2 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

D. Designation of Official Bank Depositories Resolution 01232020-3-Board Action

Moved by Arendt, seconded by Theismann to approve the Designation of Official Bank Depositories Resolution 01232020-3 WNB Financial in Wabasha, Money Market WNB Financial, Bank of Alma and Peoples State Bank Money Market for 2020 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

E. Designation of Signatories for Bank Accounts Resolution 01232020-4 - Board Action

Moved by Arendt, seconded by Theismann to approve the Designation of Signatories for Bank Accounts Resolution 01232020-4

# Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

F. Per Diem rates 75.00 and Mileage .575 for 2020 Resolution 01232020-5- Board Action

Moved by Arendt, seconded by Fick to approve Per Diem rates 75.00 and Mileage .575 for 2020 Resolution 01232020-5 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

- G. eLink Grant Reporting Signature Authority Resolution 01232020-1-Board Discussion
- H. Trading in the GMC Truck Discussion/Potential Board Action Toolbox is not universal. Got estimates for a used truck from Paul Busch. Looking at 2019 Chevy Silverado was \$18k. Adam said we could take \$5-10,000 from Buffer funding. Local State Funding. Looking to spend around \$20k. Board would like to have information on where money will come from, warranty info on the purchase, a picture, how many miles on it, cost estimate. Kelly Blue Book on the GMC to see what it is worth. See if selling old and buying outright as an option. Get record of GMC repair costs for the last two years.
- Voucher for payment of \$800.00 to George Meyer 18-CWMA-5 (4 acres of practice 314 Brush Management Board Action Fund Paid from CWMA FY 18 Fund
   Moved by Fick, seconded by Arendt to approve the Voucher for payment of \$800.00 to George Meyer 18-CWMA-5 (4 acres of practice 314 Brush Management Affirmative: Zabel, Theismann, Fick, Arendt
   Opposed: None Motion Carried
- J. Contract approval to Tom Gerken on 30 acres of cover crops 2020-Capacity-1 (\$2,700.00 total from Capacity 2020 practice 340) **Board Action**

Moved by Fick, seconded by Arendt to approve Contract for Tom Gerken on 30 acres of cover crops 2020-Capacity-1 (\$2,700.00 total from Capacity 2020 practice 340) Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

K. MASWCD Legislative Briefing and Day at the Capitol, March 24-25 - Designate board members to go. **Board Discussion** 

Make Hotel reservations for 3 rooms – Attendees will be decided at next meeting Schedule appts. Coordinate with Goodhue and Winona

- L. Mississippi-Winona-La Crescent 1 Watershed 1 Plan Board Discussion New Watershed, not covered by watershed we are already in. Sheila Harmes will submit application by June and selection will be Aug of 2020. Sheila will be the lead on this watershed. Will need to go to County for resolution of support.
- M. Contract extension authority policy Board Action

```
Check Expiration date
Moved by Arendt, seconded by Fick to approve the Contact extension authority policy
Affirmative: Zabel, Theismann, Fick, Arendt
Opposed: None
Motion Carried
```

- N. Annual Leave Carry Over policy and options Discussion
   Sent copy of annual leave carry over policy and options to the Board.
   Terri has given up time. Deadlines, obligations can't get all time used. Fillmore
   has policy they allow quarterly payout of 25%. Are all meetings necessary.
   Grant related paying billable rate. Need to look at overtime policy for all
   employees. Used Comp time before annual leave. Need more information. Table
   discussion for now and go over next meeting
- O. Signature Authority for new MAWQCP Promo Fund Board Action

# Moved by Arendt, seconded by Fick to approve the Signatory Authority for new MAWQCP Promo Funds to Teri Peters. Will be an Reimbursable Fund for 2020 Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None

# Motion Carried

- P. Upcoming Events
  - i. Minnesota Campaign Finance Board Annual Recertification due by January 27, 2020
  - ii. Cover Crops 101 Tuesday February 4<sup>th</sup> from 6:30 PM to 8:30 PM at the Cascade Town Hall 2025 75<sup>th</sup> St. NE Rochester, MN
  - iii. Wabasha Forestry Day February 14<sup>th,</sup> 2020, Zumbro Falls VFW
  - iv. UMN Nitrogen Smart program –Wednesday, February 24, 2020 in Plainview <u>z.umn.edu/nitrogensmart</u>. Fundamentals program in morning, advanced portion in afternoon. Final details to come, will keep you posted.
  - v. SE SWCD Tech Support JPB Meeting Agenda Chuck and Larry 1/28/2020

- XII. Board Reports
  - A. WW-
  - B. 1W1P-
- XIII. <u>Adjourn</u>- Board Action Moved by Fick, seconded by Arendt to Adjourn at 10:45 am Affirmative: Zabel, Theismann, Fick, Arendt Opposed: None Motion Carried

**Respectively Submitted** 

Larry Theismann, Secretary

02/04/20 Accrual Basis

	Jan 31, 20
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	96,245.56
Money Market WNB Financial	7,379.23
Peoples State Bank Money Market	451,382.42
Petty Cash	74.23
WNB Financial	16,352.15
Total Checking/Savings	571,433.59
Total Current Assets	571,433.59
TOTAL ASSETS	571,433.59
LIABILITIES & EQUITY	0.00

# Wabasha Soil and Water Conservation District Reconciliation Detail Money Market- Bank of Alma, Period Ending 01/31/2020

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance	e					74,301.13
Cleared Tran	sactions					
Deposits	and Credits - 4 ite	ems				
Deposit	01/22/2020			Х	11,756.06	11,756.06
Deposit	01/28/2020			Х	9,925.17	21,681.23
Deposit	01/31/2020			Х	36.20	21,717.43
General Journal	01/31/2020	GL-18		Х	227.00	21,944.43
Total Depo	osits and Credits				21,944.43	21,944.43
Total Cleared	Transactions				21,944.43	21,944.43
Cleared Balance					21,944.43	96,245.56
Register Balance as	s of 01/31/2020				21,944.43	96,245.56
Ending Balance				_	21,944.43	96,245.56

# Wabasha Soil and Water Conservation District Reconciliation Detail Peoples State Bank Money Market, Period Ending 01/31/2020

Туре	Date	Num	Name	Clr	Amount	Balance
	nce ansactions ts and Credits - 1 iter	m				450,823.40
Deposit	01/31/2020			Х	559.02	559.02
Total De	eposits and Credits				559.02	559.02
Total Clear	ed Transactions				559.02	559.02
Cleared Balance					559.02	451,382.42
Register Balance	as of 01/31/2020				559.02	451,382.42
Ending Balance				_	559.02	451,382.42

# Wabasha Soil and Water Conservation District Reconciliation Detail Petty Cash, Period Ending 01/31/2020

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance	9					93.26
Cleared Tran	sactions					
Checks a	nd Payments - 2 i	tems				
General Journal	01/15/2020	GL-18	Hill's Hardware Hank	Х	-14.75	-14.75
General Journal	01/15/2020	GL-18	Hill's Hardware Hank	Х	-4.28	-19.03
Total Cheo	cks and Payments				-19.03	-19.03
Total Cleared	Transactions				-19.03	-19.03
Cleared Balance					-19.03	74.23
Register Balance as	s of 01/31/2020				-19.03	74.23
Ending Balance					-19.03	74.23

# Wabasha Soil and Water Conservation District **Reconciliation Detail** WNB Financial, Period Ending 01/31/2020

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance						86,129.48
Cleared Trans						
Checks and Bill Pmt -Check	1 Payments - 46 12/19/2019	items 11036	Mittel Schule, Inc.	х	-864.13	-864.13
Paycheck	12/31/2019	11030	Lynn Zabel	x	-831.15	-1,695.28
Paycheck	12/31/2019	11049	Terry Helbig	Х	-623.37	-2,318.65
Paycheck	12/31/2019	11045	Charles E. Fick	Х	-484.84	-2,803.49
Paycheck Paycheck	12/31/2019 12/31/2019	11046 11048	Larry Theismann-p Nate Arendt	X X	-346.31 -207.79	-3,149.80 -3,357.59
Liability Check	01/02/2020	EFT	United States Treas	x	-413.08	-3,770.67
Liability Check	01/09/2020		QuickBooks Payroll	Х	-4,643.82	-8,414.49
Liability Check	01/10/2020	EFT	United States Treas	Х	-1,751.24	-10,165.73
Liability Check Liability Check	01/10/2020 01/10/2020	EFT EFT	Public Employee Re MSRS	X X	-1,119.60 -945.00	-11,285.33 -12,230.33
Liability Check	01/10/2020	EFT	Department of Reve	X	-285.00	-12,515.33
Liability Check	01/10/2020	EFT	Nationwide Retirem	Х	-20.00	-12,535.33
Check	01/21/2020	EFT	Culver's	X	-3.56	-12,538.89
Bill Pmt -Check Bill Pmt -Check	01/23/2020 01/23/2020	11069 11060	Olmsted County Pu MCIT	X X	-11,756.06 -7,581.00	-24,294.95 -31,875.95
Liability Check	01/23/2020	11000	QuickBooks Payroll	x	-4,962.34	-36,838.29
Liability Check	01/23/2020	11077	MN PEIP	Х	-4,653.88	-41,492.17
Liability Check	01/23/2020	11078	MN PEIP	Х	-4,653.88	-46,146.05
Bill Pmt -Check Check	01/23/2020 01/23/2020	11061 11082	Melendy Miller BWSR-1	X X	-2,870.00 -2,324.34	-49,016.05 -51,340.39
Bill Pmt -Check	01/23/2020	11051	BWSR-1	X	-1,825.07	-53,165.46
Bill Pmt -Check	01/23/2020	11073	Terri Peters (Expens	Х	-797.15	-53,962.61
Bill Pmt -Check	01/23/2020	11056	Jen Wahls	Х	-750.00	-54,712.61
Bill Pmt -Check Bill Pmt -Check	01/23/2020 01/23/2020	11072 11076	Susan Cerwinske-1 WSB	X X	-750.00 -624.00	-55,462.61 -56,086.61
Bill Pmt -Check	01/23/2020	11052	CHUCK FICK	x	-399.12	-56,485.73
Bill Pmt -Check	01/23/2020	11064	Mitchell Rigelman	Х	-375.00	-56,860.73
Bill Pmt -Check	01/23/2020	11058	Lynn Zabel-v	Х	-340.69	-57,201.42
Bill Pmt -Check Bill Pmt -Check	01/23/2020 01/23/2020	11063 11074	Minnesota UI Fund Terry Helbig-Supervi	X X	-330.20 -236.64	-57,531.62 -57,768.26
Bill Pmt -Check	01/23/2020	11062	Minnesota State Au	x	-231.00	-57,999.26
Check	01/23/2020	EFT	Postmaster	Х	-165.00	-58,164.26
Bill Pmt -Check	01/23/2020	11075	Wabasha County Hi	Х	-108.39	-58,272.65
Bill Pmt -Check Bill Pmt -Check	01/23/2020 01/23/2020	11054 11050	HBC Agri News	X X	-70.95 -44.61	-58,343.60 -58,388.21
Bill Pmt -Check	01/23/2020	11053	DVS Renewal	X	-38.50	-58,426.71
Bill Pmt -Check	01/23/2020	11055	Hill's Hardware Hank	Х	-31.63	-58,458.34
Bill Pmt -Check	01/23/2020	11070	Paul Busch Auto Ce	Х	-31.19	-58,489.53
Liability Check Liability Check	01/24/2020 01/24/2020	EFT EFT	United States Treas Public Employee Re	X X	-1,861.62 -1,154.72	-60,351.15 -61,505.87
Liability Check	01/24/2020	EFT	MSRS	X	-745.00	-62,250.87
Liability Check	01/24/2020	EFT	Department of Reve	Х	-310.00	-62,560.87
Liability Check	01/24/2020	EFT	Nationwide Retirem	X	-20.00	-62,580.87
Sales Tax Payment Check	01/28/2020 01/28/2020	EFT EFT	Department of Reve Postmaster	X X	-730.00 -57.60	-63,310.87 -63,368.47
		<u> </u>		~		
Total Check	s and Payments				-63,368.47	-63,368.47
Deposits ar	nd Credits - 17 i	tems				
General Journal	01/06/2020	GL-18	Wabasha County	Х	1,124.71	1,124.71
Paycheck	01/10/2020	DD1581	Mitchell J Rigelman	X	0.00	1,124.71
Paycheck Paycheck	01/10/2020 01/10/2020	DD1583 DD1582	Terri L. Peters Susan Cerwinske	X X	0.00 0.00	1,124.71 1,124.71
Paycheck	01/10/2020	DD1580	Jennifer L Wahls	X	0.00	1,124.71
Deposit	01/15/2020			Х	993.07	2,117.78
Paycheck	01/24/2020	DD1586	Susan Cerwinske	X	0.00	2,117.78
Paycheck Paycheck	01/24/2020 01/24/2020	DD1584 DD1585	Jennifer L Wahls Mitchell J Rigelman	X X	0.00 0.00	2,117.78 2,117.78
Paycheck	01/24/2020	DD1587	Terri L. Peters	x	0.00	2,117.78
Deposit	01/24/2020			Х	2,243.90	4,361.68
Deposit	01/28/2020	CI 40	Webeebe County	X	158.88	4,520.56
General Journal Paycheck	01/28/2020 02/07/2020	GL-18 DD1591	Wabasha County Terri L. Peters	X X	1,118.94 0.00	5,639.50 5,639.50
Paycheck	02/07/2020	DD1591 DD1589	Mitchell J Rigelman	x	0.00	5,639.50
Paycheck	02/07/2020	DD1590	Susan Cerwinske	Х	0.00	5,639.50
Paycheck	02/07/2020	DD1588	Jennifer L Wahls	Х	0.00	5,639.50
Total Deposits and Credits					5,639.50	5,639.50

# Wabasha Soil and Water Conservation District Reconciliation Detail WNB Financial, Period Ending 01/31/2020

Туре	Date	Num	Name	Cir	Amount	Balance
Total Cleared	Transactions				-57,728.97	-57,728.97
Cleared Balance					-57,728.97	28,400.51
Uncleared Tr						
	nd Payments - 15					
Check	05/11/2019	eft	Go Daddy		-17.99	-17.99
Sales Receipt	09/25/2019	865737	Dennis Stelling-c		-100.00	-117.99
Bill Pmt -Check	11/21/2019	11028	TOM MILLER		-450.00	-567.99
Bill Pmt -Check	01/23/2020	11066	Mower SWCD		-4,296.25	-4,864.24
Bill Pmt -Check	01/23/2020	11059	MASWCD		-3,593.69	-8,457.93
Bill Pmt -Check	01/23/2020	11071	SE SWCD Technica		-864.89	-9,322.82
Bill Pmt -Check	01/23/2020	11065	Mittel Schule, Inc.		-864.13	-10,186.95
Check	01/23/2020	11083 11081	George Meyer The Standard Insura		-800.00 -303.02	-10,986.95 -11.289.97
Liability Check Bill Pmt -Check	01/23/2020 01/23/2020	11081	Land Stewardship P		-303.02	-11,289.97 -11,589.97
Bill Pmt -Check	01/23/2020	11057			-300.00 -123.45	-11,713.42
Liability Check	01/23/2020	11080	Office Depot Sun Life Financial		-123.45 -117.45	-11,830.87
Liability Check	01/23/2020	11060	Sun Life Financial		-117.45 -83.25	-11,030.07 -11,914.12
Bill Pmt -Check	01/23/2020	11079	Nathan Arendt		-03.23 -74 24	-11.988.36
Check	01/28/2020	11007	Land Stewardship P		-60.00	-12.048.36
			Lanu Stewaruship P			,
Total Cheo	cks and Payments				-12,048.36	-12,048.36
Total Unclear	ed Transactions				-12,048.36	-12,048.36
Register Balance as	s of 01/31/2020				-69,777.33	16,352.15
New Transac						
	nd Payments - 6 i	tems				
Liability Check	02/06/2020		QuickBooks Payroll		-4,962.32	-4,962.32
Liability Check	02/07/2020	EFT	United States Treas		-1,861.66	-6,823.98
Liability Check	02/07/2020	EFT	Public Employee Re		-1,154.72	-7,978.70
Liability Check	02/07/2020	EFT	MSRS		-745.00	-8,723.70
Liability Check	02/07/2020	EFT	Department of Reve		-310.00	-9,033.70
Liability Check	02/07/2020	EFT	Nationwide Retirem		-20.00	-9,053.70
Total Checks and Payments					-9,053.70	-9,053.70
Total New Tra	ansactions				-9,053.70	-9,053.70
Ending Balance				_	-78,831.03	7,298.45

# Wabasha Soil and Water Conservation District Reconciliation Summary Money Market WNB Financial, Period Ending 01/31/2020

	Jan 31, 20
Beginning Balance Cleared Balance	7,379.23 7,379.23
Register Balance as of 01/31/2020	7,379.23
Ending Balance	7,379.23

# Wabasha Soil and Water Conservation District Balance Sheet As of January 31, 2020

Jan 31, 20 ASSETS **Current Assets Checking/Savings** Money Market- Bank of Alma 96,245.56 Money Market WNB Financial 7,379.23 Peoples State Bank Money Market 451,382.42 Petty Cash 74.23 **WNB** Financial 16,352.15 **Total Checking/Savings** 571,433.59 Accounts Receivable 11000 · Accounts Receivable 14,513.80 **Total Accounts Receivable** 14.513.80 **Other Current Assets** 12000 · Undeposited Funds 271.59 271.59 **Total Other Current Assets** 586,218.98 **Total Current Assets Fixed Assets** 15000 · Furniture and Equipment Computer 4.369.00 Laptops for Distrcit Techs (2) 3,149.22 1,548.69 Samsung Tablets 15000 · Furniture and Equipment - Other 104,323.00 Total 15000 · Furniture and Equipment 113,389.91 17000 · Accumulated Depreciation -85,522.98 **Total Fixed Assets** 27,866.93 Other Assets **Prepaid Items** 864.13 **Prepaid Rent Total Prepaid Items** 864.13 **Total Other Assets** 864.13 TOTAL ASSETS 614,950.04 **LIABILITIES & EQUITY** Liabilities **Current Liabilities Accounts Payable** 20000 · Accounts Payable 971.14 **Total Accounts Payable** 971.14 **Other Current Liabilities** Allowance for Unemployment Reim 1,581.86 **Deferred Revenue** AIS 95,258.21 **FY17 Capacity** 7,887.17 FY17 Cost Share 291.98 -4,826.76 FY17 RCPP FY18 AgCertainty Promotion 13.94 FY18 Buffer Implementation 2.324.34 **FY18 Capacity** 29,460.27 12,320.80 FY18 Cost Share 8,740.66 FY18 CWMA FY18 MDA Weed Grant -4,445.05 11,081.37 FY19 Buffer Initiative 24,945.16 **FY19** Capacity **FY19 Cost Share** 15,401.00 FY19 Rim Easement Inspection -714.70 FY19 WCA 5,649.47 14,177.00 FY20 LWM

FY20 Buffer Initiative

20,000.00

02/04/20 Accrual Basis

# Wabasha Soil and Water Conservation District Balance Sheet As of January 31, 2020

	Jan 31, 20
FY20 Capacity	111,348.00
FY20 Conservation Delivery	19,619.00
FY20 State Cost share	15,401.00
FY20 WCA	12,118.00
FY20 Well Seal Grant	26,563.44
Izaak Walton League	5,966.93
Total Deferred Revenue	428,581.23
Deposit on Tree Sales	5,564.02
2110 · Direct Deposit Liabilities	0.25
24000 · Payroll Liabilities	-3,390.69
25500 · Sales Tax Payable	-58.00
Total Other Current Liabilities	432,278.67
Total Current Liabilities	433,249.81
Total Liabilities	433,249.81
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	27,866.93
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	124,491.49
Net Income	-51,154.48
Total Equity	181,700.23
TOTAL LIABILITIES & EQUITY	614,950.04

02/04/20 Cash Basis

### Wabasha Soil and Water Conservation District Profit & Loss January 2020

	Jan 20
Ordinary Income/Expense	
Income Charges for Services Tree Sales	-0.01
Total Charges for Services	-0.01
Intergovernmental Revenues County County Regular Allocation	2,243.65
Total County	2,243.65
State FY18 CREP FY19 Well Sealing Grant MAWQCP North Fork Zumbro-Mazeppa State - Other	227.00 -4,296.25 11,756.06 9,925.17 1,212.27
Total State	18,824.25
Total Intergovernmental Revenues	21,067.90
Total Income	21,067.89
Cost of Goods Sold 50000 · Cost of Goods Sold	2.39
Total COGS	2.39
Gross Profit	21,065.50
Expense District Operations Other Services and Charges Building Rent Education and Information Fees and Dues Insurance Expenses Internet Expenses Postage Professional Expenses Audit Fees	864.13 360.00 3,593.69 4,426.00 70.95 222.60 231.00
Total Professional Expenses	231.00
Subs. and Pubs. Supervisor's Expenses Supervisor's Mileage Vehicle Expenses GMC Vehicle Expense Hyundia Tucson Vehicle Expense	44.61 260.50 790.19 93.49 84.59
Total Vehicle Expenses	178.08
Total Other Services and Charges	11,041.75
Personnel Services Employee Salary Permanent Employer HSA contributions Employer Life and Health 66000 · Payroll Expenses Employer Life and Health - Other	15,184.69 2,625.00 5,376.63 22.00
Total Employer Life and Health	5,398.63
Employer Share FICA Employer Share Medicare Employer Share PERA	1,008.56 235.87 1,218.39
Worker's Comp Insurance	3,155.00
Total Personnel Services	28,826.14

02/04/20 Cash Basis

### Wabasha Soil and Water Conservation District Profit & Loss January 2020

	Jan 20
Supplies Office Supplies	174.11
Total Supplies	174.11
Total District Operations	40,042.00
Project Expenditures District 2019 Izaak Walton League	2,870.00
Total District	2,870.00
State AIS FY18 Buffer Cost Share FY18 CWMA LWM NRBG MAWQCP Administration North Fork Zumbro-Mazeppa	330.20 2,324.34 800.00 50.71 11,756.06 624.00
Total State	15,885.31
Total Project Expenditures	18,755.31
Total Expense	58,797.31
Net Ordinary Income	-37,731.81
Other Income/Expense Other Income Interest Income Interest Earnings MM's	595.22
Total Interest Income	595.22
Total Other Income	595.22
Net Other Income	595.22
Net Income	-37,136.59

### District Conservationist Report February 27, 2020 Submitted by Phillis Brey

### CRP (Conservation Reserve Program)

• Discussed planting strategies on 20 CRP applications

### CSP (Conservation Stewardship Program)

- 5 Renewal letters sent out for 2015 contracts
- 4 Renewal letters sent out for 2016 contracts
- 20 applications for 2020-2024
- 14 active contracts remaining.

### Engineering (Survey & Design)

- 11 applications received for EQIP 2020 funds
- 410, 412, 533, 449, 325, 313, (2)-CAP 102 CNMP

### EQIP (Environmental Quality Incentive Program)

• 20 EQIP 2020 applications to rank and score

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

- 2 RCPP EQIP 2020 applications received
- 2 CAP 102 CNMP

### **Compliance Plans**

- 4 Compliance plans written
- 2 HEL determinations completed

### **Training & Meetings**

•	EQIP 2020 Teleconference	2/6/2020
•	CSP 2020 Teleconference	2/12/2020
•	Baxter MN	2/25-27/2020
•	SWCD Board Meeting	2/27/2020

### JEN:

Wetland Conservation Act (WCA) – Fillmore County – Review 2 MPARS and 2 road projects (off-site stuff: aerial photo, nwi, soils) Wabasha County – Nothing to report CWMA – 2020 grant to accept

**Conservation Reserve Enhancement Program/ReInvest in MN (CREP/RIM)** – Working on options for landowner to work in conjunction with other programs. Put together rough estimate on 21 acres. (mashes with Zumbro River Outreach)

**Nat'l Fish & Wildlife Federation (NFWF)-** Site visit to feedlots with Pete Fryer. Coordinating with Kate Bruss for another feedlot. Hand-off 3 landowners to Mitchell for AgCertainty process. Added 1 cover crop contract. Lots of education stuff this month – Land Stewardship Project joint program January 29<sup>th</sup> about 65 attendees; Cover Crop 101 Cascade Twp Hall with Olmsted SWCD, about 15 attendees – 4 producers from Wabasha County; hand off 4 projects to Nathan Paul, NWTF to visit with landowners who may be interested in EQIP sign up.

**LWM** – Forestry Day is done, about 55 landowner attendees. Lawns to Legumes still of interest, getting calls and directing towards BWSR/Blue Thumb websites. Attended Township Board meeting on February 18<sup>th</sup> in Millville. Shared general SWCD stuff (technical/financial assistance), 1W1P, N. Fork Project, **Groundwater Protection Rule** (people have been asking) – see pdf.

**SE Drinking Water Protection** – Getting response to letters, about 7 or so. 1 cover crop contract using funding from this grant.

**UMRI** – Wrapping it up with end of project gathering and summarizing responses. Have 2 articles to submit to papers. Melendy submitted final invoice.

### MITCHELL:

### NRCS Technical Assistance

Assist with the survey of Dennis Post's streambank with Bill Wayne and Chris Nelson. Carry out preliminary design in Civil 3D Autocad to review at a later date with Pete Fryer and Chris Nelson to move forward with presenting a suitable fix.

### **NRCS Training**

Attend an annual engineering meeting to discuss changes to small practice standards and specs.

### **Capacity Technical Assistance**

Work through new preliminary designs for waterways, and a terrace in preparation for spring. Additional work continuing my pursuit of JAA on waterway design.

### Ag Certainty

Work with Mark Root on new applications received from Rice County. Additional work carrying out new assessments from Wabasha County and seeking new potential producers of interest.

### SWCD Storage Room Cleanout

Work with Jim to transition our storage equipment into new location on the 2<sup>nd</sup> level.

### SUE:

W-2's Printed and Submitted to State and Federal online

1099's /1096 Printed and submitted online to State and Mailed to Federal

Sales Tax – Amended 2018 Return and Filed 2019 Return Online and Paid Sales Tax Due

1095-B/1094-B Health insurance Coverage Forms mailed.

Worked with Goodhue Administrative Assistant to teach her W-2's and 1099's in Quickbooks Filed MN Unemployment Return for 2019

MCIT – Payroll Audit

Bank Reconciliations, Printed Financials, Checks and Deposits Report

Payroll and Payroll Liabilities

**Board Minutes** 

Agenda, Board Packet for February

LincPass – Worked with Phillis to get it activated, NRCS computer

Website – Uploading new stories and fixed programs links

Envirothon Information - May 6th at Byron Sportsman Club



### MINNESOTA'S GROUNDWATER PROTECTION RULE



The Groundwater Protection Rule minimizes potential sources of nitrate pollution to the state's groundwater and protects our drinking water. The rule restricts fall application of nitrogen fertilizer in areas vulnerable to contamination, and it outlines steps to reduce the severity of the problem in areas where nitrate in public water supply wells is already elevated. More information about the rule and maps of the areas affected can be found on the MDA's website at: www.mda.state.mn.us/nfr.

### Nitrogen Fertilizer Management Plan

The rule is based on the Nitrogen Fertilizer Management Plan (NFMP). The NFMP is the state's blueprint for preventing and minimizing impacts of nitrogen fertilizer on groundwater. It emphasizes involving local farmers and agronomists in minimizing nitrate losses in areas vulnerable to groundwater contamination and in problem-solving in areas with elevated nitrate in groundwater. The rule supports the goals and strategies outlined in the NFMP. View the NFMP at: www.mda.state.mn.us/nfr.

### **Content of the Rule**

The rule contains two parts. Each part contains separate criteria and requirements. Depending on where you farm, you may be subject to one part of the rule, both parts, or none at all. To find more detail how the rule may apply to your area, visit: www.mda.state.mn.us/nfr.

The rule focuses on vulnerable groundwater areas and those areas surrounding public water supply wells, called Drinking Water Supply Management Areas (DWSMAs), that have high levels of nitrate. DWSMAs are determined by the Minnesota Department of Health under the Wellhead Protection Program. The boundaries of a DWSMA are based on highways, section lines or other well-known boundaries.

### Part 1 of the Rule

Part 1 of the Groundwater Protection Rule focuses on restrictions to fall application of nitrogen fertilizer if you farm in 1) an area with vulnerable groundwater, or 2) the protection area around a public well with high nitrate.

Vulnerable groundwater areas are determined by coarse textured soils, shallow bedrock, or karst geology and are designated by quarter sections. An entire quarter section is included if 50% or more of a quarter-section is considered vulnerable. The MDA has an interactive map of vulnerable groundwater areas available at: www.mda.state.mn.us/nfr. This map will be updated every year by January 15.

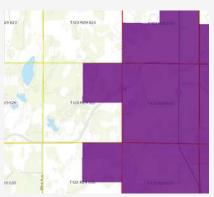


Figure 1: Vulnerable Groundwater Areas determined by quarter section.

### Part 2 of the Rule

Part 2 of the rule responds to DWSMAs that already have elevated nitrate. The goal is to take action to reduce nitrate in groundwater before a public well exceeds the health standard for nitrate. The rule is structured using a sliding scale of voluntary and regulatory actions based on the concentration of nitrate in the well and the use of best management practices (BMPs). The MDA will form a local advisory team with farmers, agronomists and other community members to review and advise the MDA on appropriate practices or requirements to reduce nitrate in the DWSMA.

There are four mitigation levels used to determine voluntary and regulatory actions, two voluntary levels, and two regulatory levels. All areas will begin at a voluntary level and move to regulation only if BMPs are not adopted or if nitrate contamination in the groundwater increases.

### Best Management Practices (BMPs) and Alternative Management Tools (AMTs)

The rule is intended to promote appropriate nitrogen fertilizer BMPs and to involve local farmers and agronomists in adopting the most current science-based and economically viable practices that can reduce nitrate in groundwater. These other practices are called Alternative Management Tools (AMTs). Find more information at: www.mda.state.mn.us/nitrogenamts.

### Status of the Rule

The rule was published on April 30, 2018, for a formal comment period. During the summer of 2018, five public hearings were held across the state and over 3,000 written comments were submitted on the draft rule.

- The rule has been approved by an Administrative Law Judge.
- Notification of areas subject to fall application restrictions will occur in January 2020. Restrictions will take effect in September 2020.
- Earliest regulation under Part 2 of the rule could be three years after the rule takes effect and after a DWSMA is determined to meet the criteria for Level 2 outlined in the rule.

The goal is to involve local farmers and agronomists in problem-solving to address increased levels of nitrate in groundwater.

### LEARN MORE

For more details on the rule visit www.mda.state.mn.us/nfr

### CONTACT

Larry Gunderson larry.gunderson@state.mn.us 651-201-6168 or

Dan Stoddard dan.stoddard@state.mn.us 651- 201-6291

mananana

### 2020 BOARD MEETING DATES: 4<sup>TH</sup> THURSDAY OF THE MONTH TIME CHANGE TO 8:15 AM WITH THE EXCEPTION OF NOVEMBER AND DECEMBER 3<sup>RD</sup> THURSDAY OF THE MONTH

JANUARY 23, 2020

FEBRUARY 27, 2020

MARCH 26, 2020

APRIL 23, 2020

MAY 28, 2020

JUNE 25, 2020

JULY 23, 2020

AUGUST 27, 2020

**SEPTEMBER 24, 2020** 

OCTOBER 22, 2020

NOVEMBER 19, 2020

DECEMBER 17, 2020

### BOARD OF WATER AND SOIL RESOURCES

### FY 2020 and 2021 STATE OF MINNESOTA BOARD OF WATER and SOIL RESOURCES COOPERATIVE WEED MANAGEMENT AREA PROGRAM GRANT AGREEMENT

Vendor:	0000205683	VN#:	
PO#:	3000011722	Date Paid:	PARA RES

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

This grant is	for the following Grant Programs :	
C20-7993	FY 2020 CWMA	\$15,000

### Recitals

- The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 4, Article 1, Section 4(d)(3), appropriated funds to the Board for the FY 2020 Cooperative Weed Management Area Grants.
- 2. The Board adopted Board Order #20-03 to authorize and allocate funds for the FY 2020 Cooperative Weed Management Area Grants.
- 3. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
- 4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
- 5. As a condition of the grant, Grantee agrees to minimize administration costs.

#### **Authorized Representative**

The State's Authorized Representative is Dan Shaw, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (612) 236-6291, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

District Manager 611 Broadway Ave, Ste 10 Wabasha 651-560-2044

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

### **Grant Agreement**

### 1. Terms of the Grant Agreement.

- 1.1. *Effective date:* The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.
- 1.2. Expiration date: December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- Survival of Terms: The following clauses survive the expiration date or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

### 2. Grantee's Duties.

- 2.1. The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:
- 2.2. Implementation: The Grantee will implement their work plan, which is incorporated into this Agreement by reference.
- 2.3. Reporting: All data and information provided in a Grantee's report shall be considered public.
  - 2.3.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.3.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.4. Match: The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

### 3. Time.

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

### 4. Terms of Payment.

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

### 5. Conditions of Payment.

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2020 Erosion Control and Water Management Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

### 6. Assignment, Amendments, and Waiver

- 6.1. Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. Amendments. Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. *Waiver.* If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

### 7. Liability.

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

### 8. State Audits.

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

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

### 9. Government Data Practices.

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

### 10. Workers' Compensation.

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

### 11. Publicity and Endorsement.

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

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

### 12. Governing Law, Jurisdiction, and Venue.

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

### 13. Termination.

- 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. The State may immediately terminate this Grant Agreement in the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### 14. Data Disclosure.

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

### 15. Prevailing Wage.

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

### 16. Municipal Contracting Law.

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

### 17. Intellectual Property Rights.

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

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

 Easement # 79-03-11-12

February 11, 2020

To Whom it May Concern:

1

We would like to add the Wabasha Soil & Water Conservation District as a co-payee on our RIM practice reimbursement checks. We also authorize to work with the vendor as needed to complete practice establishment.

Sincerely,

williand Schut

Bill & Rosie Schmit

### FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### **General Information**

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled 🔲
Wabasha SWCD	19-DWP-CC-1	⊡ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):

\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name	Address	City/State	Zip code
Peter Klapperich	65346 410th Ave	Mazeppa	55956

\* 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:	Township No:	Range No.:	Section No.	1/4,1/4
Chester	110	14	15, 26	

### **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 3 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.

provide equivalent protection of the soil and water resources. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

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

340 cover crops on 30 acres for 3 years installed by 11/1/20, 11/1/21, 11/1/22

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 11/1/20, 11/1/21, 11/1/22, this contract will be automatically terminated on that date.

7. Reimbursement requests must be supported by a completed voucher.

### **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 any other state or federal funds for this practice.

Land Occupier
P=ba.KL
Landowner, if diffurent from applicant
Address, if different from applicant information:

### **Conservation Practice**

The primary practice for which cost-share is requested is 340 Cover Crops

Eligible Component Standard & Name	Engineered Practice:	🗆 YES		Total Project Cost Estimate
340 Cover Crops	Ecological Practice:	✓ YES	□ NO	\$2,700.00

### 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	
2-12-2020	$\bigcirc$	walls	JAA3
	1		

### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 30/ac

Amount	Program Name	Fiscal Year
\$2,700.00	Drinking Water Protection in SE MN 2019 Grant ID C19-2811	2019

Board Meeting Date	Authorized Signature	Total Amount Authorized
2/27/2020		\$2,700.00

### FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### **General Information**

Organization:	Contract Number:	non-state funds?	Amendment	Canceled
Wabasha SWCD	2-0 2020-Capacity-2	🖾 YES	Board Meeting Date(s):	Board Meeting Date(s):

\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name	Address	City/State	Zip code
Jack Stamschror	58374 Hwy 42	Kellogg	55945

\* 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:	Township No:	Range No.:	Section No.	1/4,1/4
Watopa	109	10	19	

### **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 3 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

3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

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

340 cover crops on 30 acres for 3 years installed by 10/1/20, 10/1/21, 10/1/22

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 10/1/20, 10/1/21, 10/1/22, this contract will be automatically terminated on that date.

7. Reimbursement requests must be supported by a completed voucher.

### **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 any other state or federal funds for this practice.

2-11/20	Jack Stampebror
Date	And Danch 9 - Taylo
	Address, if different from applicant information: 58398 2.03eb Ave Plainnew, Mn 55969

### **Conservation Practice**

The primary practice for which cost-share is requested is 340 Cover Crops

Eligible Component Standard & Name	Engineered Practice:	□ YES	Total Project Cost Estimate
340 Cover Crops	Ecological Practice:	VES	\$2,700.00

### **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.

	0	
2-11-2020	gwa	MSJAA3
Date	Technical Assistance Provider	

### **Amount Authorized for Financial Assistance**

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 30/ac

Amount	Program Name	Fiscal Year
\$900.00	Capacity 2020	2020
\$900.00	Capacity 2020	2021
\$900.00	Capacity 2020	2022

Board Meeting Date	Authorized Signature	Total Amount Authorized
2/27/2020		\$2,700.00

### PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### **General Information**

Organization:	Contract Number:	Other state or non-State funds?	Amendment	Canceled
Wabasha SWCD	20-CS-1	TYES No	Board Meeting Date(s):	Board Meeting Date(s):

\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name	Address	City/State	Zip Code
Swanson Family Farms	P.O. Box 514	Owatonna, MN	55060

\* 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:	Township No:	Range No.:	Section No.	1/4,1/4
West Albany	110	12	4	
		H I	II	

### 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.

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

412 Grassed Waterway NRCS Field Office Technical Guide

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 12/31/2020, this contract will be automatically terminated on that date.

7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

### **Applicant Signatures**

4.

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.

02/19/2020	Doug Bergerm
Date	Stott H Jwan Sm
02/11/2020	Address, if different from Applicant Information: 4524 BELNIDERE LANE EDINA MN 55435

### **Conservation Practice**

gible Component Standards & Names	Engineered Practice:	YES NO	Total Project Cost Estimate
412 Grassed Waterway	Ecological Practice:	YES NO	\$10,600.00

### **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
8	I I 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
\$2,073.23	FY2019 State Cost Share	2019
\$5,886.77	FY2020 State Cost Share	2020

Date	Authorized Signature	Total Amount Authorized
2/27/2020		\$7,950.00

### **RESOLUTION # 02272020-1**

### Resolution to support a Mississippi River – Winona/La Crescent Watershed One Watershed, One Plan (1W1P) planning project

**WHEREAS**, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

**WHEREAS**, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

**WHEREAS**, Minnesota Statutes, Chapter 103D.401, Watershed Management Plan, authorizes Minnesota Watershed Districts to develop and implement a watershed management plan; and

**WHEREAS**, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

**WHEREAS**, the counties, soil and water conservation districts, and watershed districts within the Mississippi River – Winona/La Crescent Watershed (#31), as delineated in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

**NOW, THEREFORE, BE IT RESOLVED**, that the Wabasha County Soils & Water Conservation District Board of Supervisors intends to participate in watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

**BE IT FURTHER RESOLVED** that the Wabasha County Soils & Water Conservation District Board of Supervisors agrees to collaborate with the counties, soil and water conservation districts, and watershed districts within the Mississippi River – Winona/La Crescent Watershed for watershed-scale planning efforts in the future; and

**BE IT FURTHER RESOLVED** that the Wabasha County Soils & Water Conservation District Board of Supervisors supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties, soil and water conservation districts, and watershed districts within the Mississippi River – Winona/La Crescent Watershed, to collaborate on this effort, pending selection as a recipient of a planning grant.

### CERTIFICATION

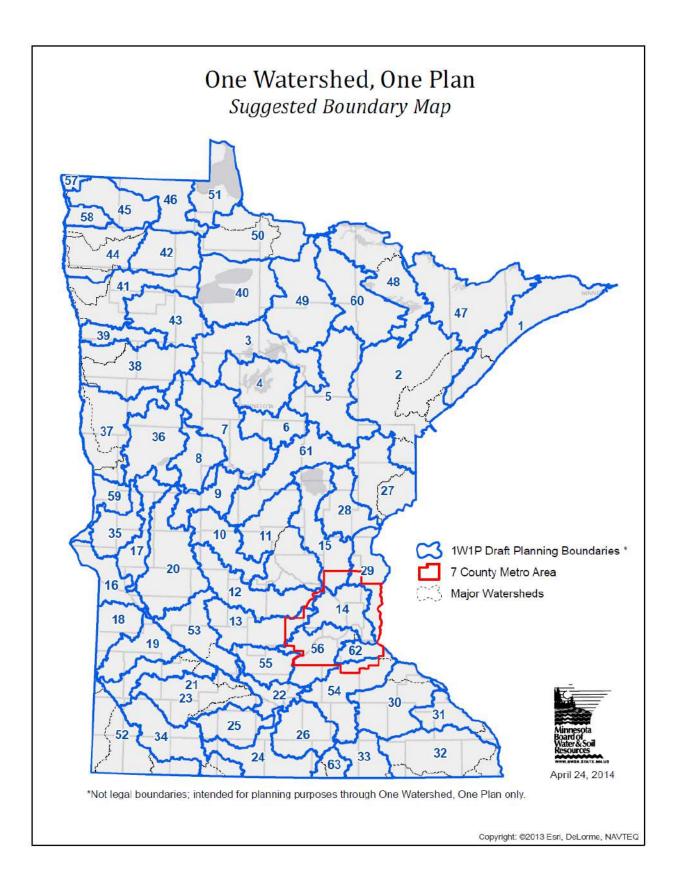
I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by Wabasha Soil & Water Conservation District at a duly authorized meeting thereof held on the 27<sup>th</sup> day of February 2020.

### WABASHA COUNTY SOIL & WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS

Terry Helbig, Chair

Attest:

Terri Peters District Manager





611 Broadway Avenue, Suite 10 Wabasha, MN 55981 Phone: (651) 565-4673

February 27, 2019

Board of Water and Soil Resources Attn: Adam Beilke 3555 9th St NW Rochester, MN 55901

RE: Wabasha County Water Plan – 2020 plan amendment waiver request

Dear Adam,

The Wabasha Soil and Water Conservation District (SWCD) discussed the Wabasha County Comprehensive Local Water Management Plan 2015-25 interim update required by BWSR to be completed in 2020 at their February 27, 2020 board meeting. A county commissioner representative was in attendance and part of the discussion. The County administrator is copied on this letter. The Wabasha SWCD members, as delegated Local Water Management authority, agree with this waiver request.

The original update and revision of the 2015-25 Wabasha County Comprehensive Local Water Management Plan water plan was led by the Wabasha County Soil & Water Conservation District with support from Wabasha County other outside agencies.

The purpose of the Wabasha County Comprehensive Local Water Management Plan, which is comprehensive in nature and valid today, is to construct a ten-year framework of goals, objectives, and implementation strategies that will strive to reduce, prevent, minimize, and mitigate degradation of our county's surface and groundwater (103A.43, Minnesota Statutes) through 2025. In accordance with the requirements of Minnesota Statutes 103B.311, Subdivision 4, the policies and actions within the plan address the integrated water management needs of all of Wabasha's 17 townships and 11 incorporated cities, using a watershed-based approach.

Regional cooperation and consistency are the keys to the success of the Water Management Plan. The County supports surface water management efforts in each of the major watersheds and supports groundwater and drinking water protection efforts through recharge area protection and pollution prevention in drinking water supply management areas and wellhead protection areas. Wabasha County largely relies on the advice provided by state and federal water resource management agencies and professional consultants in its assessment of water resource conditions and the development of protection strategies.

The full Wabasha County Comprehensive Local Water Management Plan can be reviewed on the Wabasha County Soil & Water Conservation District website here: <u>https://wabashaswcd.com/water-plans</u> and on the Wabasha County website here: <u>https://cms9.revize.com/revize/wabasha/departments/planning and zoning/permit applications and forms.php#outer-120</u>

Working with local, regional, state, and federal partners, Wabasha County is continuing its focus on six priority concerns as determined by the Priority Concerns Scoping Document, these are:

- 1. Soil Erosion
- 2. Nutrient and Manure Management
- 3. ISTS/Ground Water Protection
- 4. Forest and Pasture Lands
- 5. Watershed Management Approach
- 6. Urban Issues

Relevant key points to be considered are:

1. The current plan, as written, is comprehensive in nature and still valid today.

2. Wabasha County is an active participant in the planning work group and

policy committee for the Greater Zumbro River Watershed One Water, One Plan (1W1P). This plan will guide implementation in the Zumbro River watershed and the Mississippi River-Lake Pepin portions of Wabasha County and will supersede the Wabasha County Comprehensive Local Water Management Plan for those areas of the county. 3. The Mississippi River-Winona (Whitewater) watershed group is discussing the planning 1W1P process and has had discussions at the Whitewater Joint Power Board meetings regarding the potential timeline of a One Water, One Plan planning effort within this watershed. It is anticipated that the Whitewater will also have an BWSR approved plan by the expiration of the Wabasha County Comprehensive Local Water Management Plan cycle in 2025. 4. The Wabasha County SWCD is in agreement with water planning staff to seek the 2020 water plan amendment waiver. \*Three major watersheds drain the Wabasha County landscape – the Zumbro River, the Mississippi River – Lake Pepin (included with the Greater Zumbro 1W1P process), Mississippi River – Winona (Whitewater).

The Greater Zumbro Watershed (Zumbro River and Mississippi River-Lake Pepin watersheds) drains about 255,952 acres in the County, approximately 73% of Wabasha County, while the Mississippi River – Winona One Watershed One Plan potential area will cover approximately 96,048 remaining acres (27%) of the County.

Thank you for your consideration of our waiver request. We look forward to hearing from you.

Sincerely,

Terri Peters, District Manager Wabasha Soil & Water Conservation District



August 27, 2015

Wabasha County Commissioners c/o Terri Peters, Water Plan Coordinator 611 Broadway Avenue Wabasha, MN 55981

### RE: Approval of the Wabasha County Comprehensive Local Water Management Plan

Dear Wabasha County Commissioners:

The Minnesota Board of Water and Soil Resources (BWSR) is pleased to inform you the Wabasha revised Comprehensive Local Water Management Plan (Plan) was approved at its regular meeting held on August 27, 2015. Attached is the signed Board Order that documents approval of the Plan and indicates the Plan meets all relevant requirements of law and rule.

This update of the Plan is effective for a ten-year period until August 27, 2025, with Goals, Objectives and Action Items to be amended by August 27, 2020. Please be advised, the County must adopt and begin implementing the plan within 120 days of the date of the Order in accordance with Minnesota Statutes §103B.315, Subd. 6.

The commissioners and staff, local partner agencies, and water plan advisory members are to be commended for writing a plan that clearly presents water management goals, actions, and priorities of the County. With continued implementation of this water plan, the protection and management of Wabasha County's water resources will be greatly enhanced. The BWSR looks forward to working with you as you implement this Plan and document its outcomes.

Please contact Board Conservationist Tom Gile of our staff at (507) 206-2894 or tom.gile@state.mn.us for further assistance in this matter.

Sincerely,

Brian Napstad, Chair

Minnesota Board of Water and Soil Resources

Enclosure: BWSR Board Order

cc: Rob Sip, MDA (via email)

Pat Bailey, MDH (via email) Regina Bonsignore, DNR (via email) Erik Dahl, MPCA (via email) Jeff Nielsen, BWSR Regional Manager (via email) Tom Gile, BWSR Board Conservationist (via email) Mary Jo Anderson, BWSR (file copy)

Bemidji	Brainerd	Detroit Lakes	Duluth	Mankato	Marshall	New Ulm	Rochester
403 Fourth Street NW Suite 200 Bemidji, MN 56601 (218) 755-2600	1601 Minnesota Drive Brainerd, MN 56401 (218) 203-4470	26624 N. Tower Road Detroit Lakes, MN 56501 (218) 846-8400	394 S. Lake Avenue Suite 403 Duluth, MN 55802 (218) 723-4752	12 Civic Center Plaza Suite 3000B Mankato, MN 56001 (507) 344-2821	1400 East Lyon Street Marshall, MN 56258 (507) 537-6060	21371 State Hwy 15 New Ulm, MN 56073 (507) 359-6074	3555 9 <sup>th</sup> Street NW Suite 350 Rochester, MN 55901 (507) 206-2889
Cer	ntral Office / Metro Off	ice 520 Lafayette Ro	ad North Sain	t Paul, MN 55155 Pho	ne: (651) 296-3767	Fax: (651) 297-	5615

www.bwsr.state.mn.us TTY: (800) 627-3529 An equal opportunity employer

### Minnesota Board of Water and Soil Resources 520 Lafayette Road North St. Paul, Minnesota 55155

**In the Matter** of the review of the Comprehensive Local Water Management Plan for Wabasha County, pursuant to Minnesota Statutes, Section 103B.311, Subdivision 4 and Section 103B.315, Subdivision 5.

ORDER APPROVING COMPREHENSIVE LOCAL WATER MANAGEMENT PLAN

Whereas, the Wabasha County Board of Commissioners of Wabasha County (County) submitted a Comprehensive Local Water Management Plan (Plan) to the Minnesota Board of Water and Soil Resources (Board) on June 3, 2015, pursuant to Minnesota Statutes, Section 103B.315, Subdivision 5, and;

Whereas, the Board has completed its review of the Plan;

Now Therefore, the Board hereby makes the following Findings of Fact, Conclusions, and Order:

### **FINDINGS OF FACT**

- 1. On June 28, 2012 The County Board requested an extension of the County Comprehensive Water Management plan from December 31, 2012 to December 31, 2014.
- 2. On August 23, 2012 the BWSR Board approved the extension request to December 31, 2014.
- 3. On December 13, 2013, the Board received a Priority Concerns Scoping Document from Wabasha County, pursuant to Minnesota Statutes, Section 103B.312.
- 4. On March 26, 2014, the Board approved official comments on Wabasha County's Priority Concerns Scoping Document. The approval was mailed to the county on March 26, 2014.
- 5. On December 31, 2014, the Wabasha County Comprehensive Local Water Management Plan expired.
- 6. The Plan focuses on the following priority concerns through 2025:
  - A. Soil Erosion
  - B. Nutrient Management
  - C. SSTS/Wells/Ground Water
  - D. Forest & Pasture Land
  - E. Watershed Management Approach
  - F. Urban Issues

- 7. On June 3, 2015, the Board received the Plan, a record of the public hearing, and copies of all written comments pertaining to the Plan for final State review pursuant to Minnesota Statutes, Section 103B.315, Subd. 5. State agency representatives attended and provided input at advisory committee meetings during development of the Plan. The following state review comments were received during the 90-day comment period.
  - A. Minnesota Department of Agriculture: Minor adjustment of wording related to crop price trends and its potential effect on soil erosion. MDA recommends approval of the Plan.
  - B. Minnesota Department of Health: The Minnesota Department of Health commends Wabasha County for its recognition of the importance of protecting groundwater. We look forward to working with the county on this important initiative. MDH recommends approval of the Plan.
  - C. Minnesota Department of Natural Resources: Letter submitted with no comments. DNR recommends approval of the Plan.
  - D. Minnesota Pollution Control Agency: MPCA includes comments related to minor wording adjustments and grammatical changes for clarification purposes. MPCA recommends approval of the Plan.
  - E. Minnesota Environmental Quality Board: No comments received.
  - F. Minnesota Board of Water and Soil Resources regional staff: Encourage strong efforts to build on the watershed approach and build on the collaborations and efforts with neighboring entities to strengthen water management on a watershed basis. BWSR recommends approval of the Plan.
- 8. Southern Region Committee. On July 28, 2015, the Southern Region Committee of the Board reviewed the recommendation of the state review agencies regarding final approval of the Plan. Those in attendance from the Board's Committee were Kathryn Kelly Chair, Chris Elvrum, Doug Erickson, Rob Sip, and Steve Sunderland. Board staff in attendance were Southern Region Manager Jeff Nielsen, Board Conservationist Adam Beilke, and Water Management Specialist Travis Germundson. Board regional staff provided its recommendation of Plan approval to the Committee. After discussion, the Committee's decision was to present a recommendation of approval of the Plan to the full Board.
- 9. This Plan will be in effect for a ten-year period until August 27, 2025.

### CONCLUSIONS

- 1. All relevant substantive and procedural requirements of law have been fulfilled. The Board has proper jurisdiction in the matter of approving a Comprehensive Local Water Management Plan for Wabasha County pursuant to Minnesota Statutes, Section 103B.315, Subd. 5.
- 2. The Wabasha County Plan attached to this Order states water and water-related problems within the county; priority resource issues and possible solutions thereto; goals, objectives, and actions of the county; and an implementation program. The attached Plan is in conformance with the requirements of Minnesota Statutes Section 103B.301.

### ORDER

The Board hereby approves the attached update of the Wabasha County Comprehensive Local Water Management Plan 2015-2025. An amendment to this County Comprehensive Local Water Management Plan implementation section is due no later than August 27, 2020.

Dated at Red Wing, Minnesota, this 27th of August, 2015.

MINNESOTA BOARD OF WATER AND SOIL RESOURCES

BY: Brian Napstad, Chair

### STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This Work Order Contract is between the State of Minnesota, acting through its Board of Water and Soil Resources (BWSR) and <u>Wabasha</u> Soil and Water Conservation District (SWCD). This Work Order Contract is issued under the authority of Master Joint Powers Agreement (MJPA) T-Number 179PA -<u>120880</u>, SWIFT Number<u>172509</u>, and is subject to all provisions of the MJPA which is incorporated by reference.

### Work Order Contract

### 1 Term of Contract

1.1 *Effective date: February 1, 2017*, or the date the State obtains all required signatures under Minnesota Statute§ 16C.05, subdivision 2, whichever is later.

The SWCD must not begin work under this Work Order Contract until it is fully executed and the SWCD has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: January 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 SWCD's Duties

Easement Delivery

Market the programs. Attend training sessions. Assist landowners in completing applications for funding of easement. Conduct screening committee meetings (when applicable). Perform on-site investigations and surveys. Perform courthouse searches (when required). Conduct regularly scheduled inspections of completed easements. Report on findings, and perform corrective actions and associated enforcement as described in program guidance.

### Phase 1: Funded application through title clearing

Obtain landowner signatures on the Reinvest in Minnesota (RIM) Agreement for Conservation Easement and forward to the State. Assemble Agreement Package Information and send to BWSR. Order legal boundary survey, if necessary. Coordinate with landowner to ensure delivery of updated abstracts to the title agent. Hire, direct and pay for services provided by title agent. Receive and review title commitment and associated documents. Coordinate with landowner to ensure objectionable exceptions appearing on the title commitment are cleared to the satisfaction of the State.

### Phase 2: Title clearing through easement recording

Obtain landowner signatures on the RIM Conservation Easement. Deliver signed original easement to the title agent, provide instruction to title agent regarding gap check and recording. Receive and review title policies from title agent. Install boundary posts and signs.

### Phase 3: Preparation and implementation of conservation plan

Field inventory and evaluation. Develop conservation plan with landowner. Develop seeding and maintenance plan. Reference wetland construction plan when appropriate. Plan implementation assistance to landowners. Complete and submit applicable forms for payment. Provide plan implementation assistance to landowner. Field inspections as necessary.

### Plan Development for Wetland Restorations

Perform topo survey/site assessment for simple project design <u>OR</u> Assist in topo survey/site assessment for complex projects.

### **Construction Implementation for Wetland Restorations**

Staking/layout. Construction oversight. Final quantity checks. As-built plans.

### 3 Consideration and Payment

3.1 *Consideration*. The State will pay for all services performed by the SWCD under this Work Order Contract as follows:

(A) Compensation. The SWCD will be paid up to \$1,450.00 for easement delivery (see following page[s] for easement numbers).

(B) *Total Obligation*. The total obligation of the State for all compensation and reimbursements to the SWCD under this Work Order Contract will not exceed \$1,450.00.

3.2. *Invoices.* The SWCD will prepare and submit invoices for payment using the State's invoice template (Exhibit B, available on BWSR's website) for the services actually performed. The State will promptly pay the SWCD upon receipt and approval by the State's Authorized Representative. **Invoices will be accepted only during themonths of February, May, August and November of each year during the life of the contract.** 

### 4 Project Managers

The State's Project Manager is Sharon Doucette at 651-539-2567. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The SWCD's Authorized Representative <u>Terri Peters</u>, or his/her assign. If the SWCD's Authorized Representative changes at any time during this Work Order Contract, the SWCD must immediately notify the State.

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

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

### SIGNATURES AS REQUIRED BY THE STATE.

### **1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Beth	ins P	rickle	
Date:02/11/2020	$\mathcal{O}^{-}$		

CFMS Contract No. A-: <u>172509, PO 3-11835</u>

### 2. CONTRACTOR

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

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

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

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

### **3. STATE AGENCY**

By:

(with delegated authority)

Title: Easement Section Manager

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

SWCD	Easement Number	Payment
Wabasha	79-03-11-12	\$50.00
Wabasha	79-02-87-01	\$50.00
Wabasha	79-04-87-01	\$50.00
Wabasha	79-05-89-01	\$50.00
Wabasha	79-02-89-01	\$50.00
Wabasha	79-09-89-01	\$50.00
Wabasha	79-08-89-01	\$50.00
Wabasha	79-12-89-01	\$50.00
Wabasha	79-13-89-01	\$50.00
Wabasha	79-06-89-01	\$50.00
Wabasha	79-10-89-01	\$50.00
Wabasha	79-06-91-01	\$50.00
Wabasha	79-01-91-01	\$50.00
Wabasha	79-04-91-01	\$50.00
Wabasha	79-09-91-01	\$50.00
Wabasha	79-01-93-01	\$50.00
Wabasha	79-05-91-01-A-	\$50.00
Wabasha	79-03-94-01	\$50.00
Wabasha	79-05-94-01	\$50.00
Wabasha	79-07-94-01	\$50.00
Wabasha	79-02-96-01	\$50.00
Wabasha	79-03-96-01	\$50.00
Wabasha	79-07-96-01	\$50.00
Wabasha	79-01-99-03	\$50.00
Wabasha	79-05-91-01-B-	\$50.00
Wabasha	79-02-09-06	\$50.00
Wabasha	79-01-09-06	\$50.00
Wabasha	79-02-13-09	\$50.00
Wabasha	79-01-13-09	\$50.00
Wabasha Total		\$1,450.00

### LEASE FOR REAL PROPERTY

1. Date

Wabasha County

County Name

3. THIS LEASE, made and entered into this day by and between <u>Mittel Schule, Inc.</u> whose address is: <u>600 Lawrence Blvd, East,</u> <u>Wabasha MN 55981</u> and whose interest in the property hereinafter called the Lessor and the WABASHA SOIL AND WATER CONSERVATION DISTRICT.

2

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

- a. The Lessor hereby leases to Wabasha SWCD the following described premises: net useable square feet located at 611 Broadway Ave., Wabasha MN 55981 to be used as office space.
- b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning <u>MRY 1, 2020</u> through <u>APRIL 30, 2025</u> subject to termination and renewal rights as may be hereinafter set forth.
- c. The Wabasha SWCD shall pay the Lessor annual rent of \$ 11,045,19 at the rate of \$ 920.43 per month representing \$ 16,51 p/rsf at 669 rentable square feet in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Mittel Schule, Inc.
- d. The Wabasha SWCD may terminate this lease for decrease the amount of space at any time by giving at least <u>40</u> days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- e. This lease may be renewed at the option of the Wabasha SWCD for the following terms and at the following rentals:

One 5-year option to renew for the term beginning MAY 1, 2025 through APR1L 30, 2030 Rate shall be negotiable at time of renewal.

Provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

- f. The Lessor shall furnish the Wabasha SWCD, as part of the rental consideration, the following: This is a fixed rate, fully serviced lease, which includes daily janitorial services and supplies. Also included shall be continual building maintenance, ground maintenance with snow and ice removal. The space shall be fully maintained and altered per government requirements contained in the Uniform Federal Accessibility Standards (UFAS).
- g. The following are attached and made a part hereof: NONE
- h. The following changes were made in this lease prior to its execution: NONE
- 5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A.	Mittel Schule, Inc
	LESSOR

SIGNATURE

DATE

B. Wabasha SWCD Officer

SIGNATURE

DATE

Terry Sters -Terry the new Dive made the new opened. FSH we gowed one year this time at the rate of \$16.51 S.F. the rate of \$16.51 S.F. Dill be out of the Dill be 4/2/2020 po office thru 4/2/2020 I you'll be locked in for you'll years at this rate. aul Busch AUTO CENTER, INC. CHEVROLET · PONTIAC · BUICK · CHRYSLER · DODGE · JEEP



# \$5,000 Scholarship

for College Junior Level and Above Studying Fields in Sustainable Agriculture & Forestry Application Period: January 15—March 30, 2020

The purpose of this scholarship is to provide merit-based financial aid to individuals growing up in southeast Minnesota and attending school in the 5-state upper midwest AND who are committed to sustainability in the fields of agriculture and forestry, have demonstrated leadership and communication skills, and are interested in pursuing a career in sustainable agriculture and/or forestry.

> Details available on our website www.protectourresources.org



tt unnu 🖬

The Sustainable Agriculture & Forestry Scholarship Endowment Fund



## **\$\$** Economics of Soil Health & Cover Crops

....What's the Bottom Line?

Friday, February 28, 2020 8:30 am-3:00 pm

> Stewartville Civic Center 106 City Center Place Stewartville, MN 55976



This event is part of the 2020 190 Soil Health Tour, Heron Lake, MN Monday, Feb. 24th 2020

Fairmont, MN Tuesday Feb. 25th 2020

Albert Lea, MN Wed Feb. 26th 2020

Waseca, MN Thurs Feb. 27th 2020

Join us and hear how Rick Clark, Everett Rolfing & Mike Steinfeldt are making cover crops pay!





EVERETT ROLFING



MIKE STEINFELDT

- Registration Fee of \$15.00—includes lunch
- RSVP by Wednesday Feb 26th by:
  - Emailing SWCD@co.olmsted.mn.us
  - Or call 507-328-7070
- 4 CEU Credits Available









Enjoy some <u>Free Pizza</u> at Brewskie's in Utica 110 E Main St, Utica, MN 55979



- Answers to your cover crop questions
- · Ideas on where to start w/ Cover Crops
- · Showcasing successful examples of those implementing the Soil Health Principles



TOM COTTER SE MN Farmer



LANCE KLESSIG Winona SWCD



TJ KARTES Saddle Butte